

**PARTIAL ASSIGNMENT OF THE CAUSES OF ACTION, ASSIGNMENT OF PROCEEDS  
CONTRACTUAL LIEN & AUTHORIZATION**

**Purpose.** The purpose of this Assignment is to improve the ability of the Office to collect my Charges directly from various Payers. Accordingly, I agree to the following and direct all Payers as follows:

**Definitions.** In this Assignment, the following terms shall have the following meaning: "Office" and "Clinic" shall refer to Orthopaedic Specialists of Austin. "Payer" shall refer to, without limit, any insurance carrier, health benefit plan administrator and fiduciary, health maintenance organization, preferred and independent provider organization, attorney, at-fault party, individual, and any other entity, which may elect or be obligated to pay disburse Proceeds to me, either now or in the future, for any reason. "Proceeds" shall include, without limit, the proceeds from any settlement, judgment, or verdict, the proceeds from any promise to pay or reimburse, and the proceeds relating to the following benefits, plans, or coverages: individual and group health benefits, Medicare, Medicaid, Workers' Compensation, disability, liability, uninsured and underinsured motorist, no-fault, medical payment benefits, personal injury protection, lost wages, lost services, property damage, and malpractice. "Charges" shall include, without limit, the full fees for the Office's Costs incurred by the Office, interest and delinquency penalties to the extent permitted by law, and any other charges incurred by me at the Office. "Collection Costs" shall include, without limit, and pre- and post judgment court costs, filing fees, service or process charges, attorneys fees, and any other costs of collection incurred by the Office in any effort or action to collect my Charges either from me or from any Payer.

**Partial Assignment of the Causes of Action, Assignment of Proceeds, and Contractual Lien.** I hereby assign to the Office, insofar as permitted by law, but on to the extent of my Charges, all of my rights, remedies, and benefits relating to any Payer, including without limit my right to receive Proceeds from any Payer now or in the future, and any and all causes of action that I might have against any Payer now or in the future, the right to prosecute such causes of action either in my name or in the Office's name, and the right to settle or otherwise resolve such causes of action as the Office sees fit. I further grant a contractual lien to the Office with respect to my Charges. I further intend for this Agreement to create a secured interest under the applicable Uniform Commercial Code and hereby direct the Office to file the form(s) normally filed with the Secretary of State or other governmental agency in order to perfect such lien. Consistent with these provisions, I hereby direct any and all Payers to pay the Proceeds directly to, immediately to, and exclusively in the name of, the Office to the extent of my Charges.

**Specific Direction to Any Attorney I Retain, Such as in Accident Cases.** In the event that I retain one or more attorneys to assist me in collection any Proceeds, I hereby direct (and the Office hereby requests) each attorney to provide immediate notice to the Office regarding any Proceeds received by the attorney, to promptly pay the Office in-full out of such Proceeds, and to provide a full accounting of such Proceeds to the Office. I agree that the purpose of any Proceeds received by the attorney is to pay my Charges.

**Other Disclosure Authorization.** I hereby direct all Payers to release to the Office any pertinent information regarding any coverage I may have including without limit the amount of coverage, the amount paid thus far, and the amount of any outstanding claims. I authorize and direct the Office to release information regarding my treatment or pertinent to my case(s), including without limit a copy of my Charges and a copy of this Assignment, to all Payers in order to facilitate collection of my Charges.

**Miscellaneous Provisions.** Except as provided by this paragraph, this Assignment shall not be modified or revoked without expressed, written consent of the Office. I hereby revoke, with the Office's consent, the terms of any previously signed documents, but only to the extent those terms conflict with the terms of this Assignment. I agree that each and every provision of this Assignment is reasonably necessary for the protection of the rights and interest of the Office and myself. However, should any provision of this Assignment be found to be invalid, illegal or unenforceable, or for any reason cease to be binding on any party hereto, all other portions and provision of this Assignment shall, nevertheless, remain in full force and effect. This Assignment shall be governed under the laws of the state where the Office is located, and is performable in the county where the Office is located. In any action based upon this Agreement, I hereby consent to personal jurisdiction and venue of any court in said county and waive all objections based on improper jurisdiction, venue, or forum non-conviens as such term is defined by law. I further waive any statute of limitations which may apply in any action based upon this Assignment.

I have read, understand, and agree to the terms of this Assignment.

\_\_\_\_\_  
Printed name of patient or responsible party

\_\_\_\_\_  
Signature of patient or responsible party

\_\_\_\_\_  
Date