



Ash Chiropractic & Acupuncture Clinic

Ashraf A. Soomar-Kheraj, B.S., D.C.

PARTIAL ASSIGNMENT OF CAUSE 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 **Ashraf Soomar-Kheraj, D.C.; Ash Chiropractic & Acupuncture** "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 or disperse Proceeds to me, either now or in the future, for any reason: "Proceeds" all 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 coverage's, individual and group health benefits, Medicare, Medicaid, Workers Compensation, disability, liability uninsured and underinsured motorist, no fault, medical payments benefits, personal injury protection, lost wages, lost services, property damage and malpractice, regardless of whether such Proceeds relate directly to my Charges or not. "Charges" shall include, without limit, the full fees for the Office's services (including without limit, treatment, medical equipment, supplies, supplements, narrative reports, photocopies, depositions, and testimony.) Any Collection Cost 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 Cost" shall include, without limit, any pre- and post-judgment court cost, filing fees, services of process Charges, attorney's fee, and any other cost of collection incurred by the Office in any effort or action to collect my Charges either from me or from my Payer.

Partial Assignment of the Cause of Action, Assignment of Proceeds and Contractual Lien- I hereby assign to the Office insofar as permitted by law, but only to the extent of my Charges of all 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 contractual lien to the Office with respect to my Charges. I further intend for this Assignment 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 collecting Proceeds, I hereby direct (and the Office hereby request) 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 any 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 provided in the paragraph, this Assignment shall not be modified or revoked without expressed written consent of the Office. I hereby revoke with the Office 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 interests of the Office and myself. However, should any provision of this Assignment be found invalid, illegal or unenforceable or for any other reason cease to be binding on any part hereto, all other portions and provisions of this Assignment shall nevertheless remain in full force and effect. This Assignment shall be governed under the laws of the state of Texas where the Office is located and is performable in the county of Tarrant where the Office is located. In any action based upon this Assignment, I hereby consent to personal jurisdiction and venue of any court in said county of Tarrant and waive all objections based on improper jurisdiction: venue or forum non-convenience as such term is defined by law. I further waive any statute of limitations which may apply in any action based upon this Assignment.

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