

**CONDITIONAL ASSIGNMENT OF RIGHTS  
AND  
GUARANTEE TO COOPERATE**

This Conditional Assignment of Rights and Guarantee to Cooperate is made between \_\_\_\_\_ having offices \_\_\_\_\_, herein after referred to as the "Provider", and the following individual, hereinafter referred to as the "Patient":

Name of Patient: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

In consideration of services rendered, the Patient authorizes this Conditional Assignment of Rights and Guarantee to Cooperate to the benefit of the Provider. The Patient agrees to the following terms and conditions:

1. The Patient assigns directly to the Provider the payment of, and the right to collect payment of, any no-fault automobile insurance benefits to which the Patient may be entitled for services rendered by the Provider.

2. **Pre-certification:** The Patient and the Provider agree to comply with any policy terms concerning pre-certification of treatment, which may include a decision point review. The provider agrees to submit a proposed care plan to be approved by the carrier in accordance with N.J.A.C. 11:3-4. The Provider shall hold the patient harmless for any co-penalty imposed for the failure to pre-certify treatment.

1. The Patient authorizes, assigns, and directs payment of no-fault insurance benefits to the Provider for medical invoices upon which payment is due for medical services rendered. Further, the Patient assigns to the Provider the right to prosecute claim(s) against the no-fault insurance carrier (the "carrier") named in this paragraph no. 2, for the payment of no-fault medical benefits to which the Patient is entitled in accordance with the applicable provisions of the following insurance policy:

Name of Insurance Carrier: \_\_\_\_\_

Policy Number: \_\_\_\_\_

3. In the event that the Patient fails to file an application for benefits under the New Jersey State no-fault laws, and the Provider has not been paid by the carrier for medical services rendered to the Patient, the Provider is hereby authorized file an application on the Patient's behalf in order that the Provider may realize payment.

4. **Guarantee:** The Patient agrees to fully cooperate with the Provider's efforts to prosecute a claim against the no-fault insurance carrier in the event timely payment of medical benefits is not made to the Provider for services rendered.

5. This Limited Assignment of Rights and Guarantee to Cooperate shall be deemed a "limited assignment" to the Provider solely for the purpose of collecting payment from the carrier for medical services rendered.

**APPROVED AND AGREED BY:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Patient

Dated: \_\_\_\_\_