

ASSIGNMENT OF BENEFITS, ASSIGNMENT OF RIGHTS TO PURSUE ERISA AND OTHER LEGAL AND ADMINISTRATIVE CLAIMS ASSOCIATED WITH MY HEALTH INSURANCE AND /OR HEALTH BENEFIT PLAN (INCLUDING BREACH OF FIDUCIARY DUTY) AND DESIGNATION OF AUTHORIZED REPRESENTATIVE

I hereby assign and convey directly to Frank Castillon, III, M.D., (through *Frank Castillon, III, P.A.*), as my designated authorized representative, all medical benefits and/or insurance reimbursement, if any, otherwise payable to me for services, treatments, therapies, and/or medications rendered or provided by Frank Castillon, III, M.D., regardless of its managed care network participation status. I understand that I am financially responsible for all charges regardless of any applicable insurance or benefit payments. I hereby authorize Frank Castillon, III, M.D., of *Frank Castillon, III, P.A.*, to release all medical information necessary to process my claims. Further, I hereby authorize my plan administrator fiduciary, insurer, and/or attorney to release to Frank Castillon, III, P.A., any and all Plan documents, summary benefit description, insurance policy, and/or settlement information upon written request from Frank Castillon, III, P.A., or its attorneys, in order to claim such medical benefits.

In addition to the assignment of the medical benefits and/or insurance reimbursement above, I also assign and/or convey to Frank Castillon, III, P.A., any legal or administrative claim or chose an action arising under any group health plan, employee benefits plan, health insurance or tort fees, or insurance concerning medical expenses incurred as a result of the medical services, treatments, therapies, and/or medications I receive from Frank Castillon, III, P.A., (including any right to pursue those legal or administrative claims or chose an action). This constitutes an express and knowing assignment of ERISA breach or fiduciary duty claims and other legal and/or administrative claims.

I intend by this assignment and designation of authorized representative to convey to Frank Castillon, III, P.A. all of my rights to claim (or place a lien on) the medical benefits related to the services, treatments, therapies, and/or mediations provided by Frank Castillon, III, P.A., including rights to any settlement, insurance or applicable legal or administrative remedies (including damages arising from ERISA breach of fiduciary duty claims). The assignee and/or designated representative (Frank Castillon, III, P.A.) is given the right by me to (1) obtain information regarding the claim to the same extent as me; (2) submit evidence; (3) make statements about facts or law; (4) make any request including providing or receiving notice of appeal proceedings; (5) participate in any administrative and judicial actions and pursue claims or chose in action or right against any liable party, insurance company, employee benefit plan, health care benefit plan, or plan administrator. Frank Castillon, III, P.A. as my assignee and my designated authorized representative may bring suit against any such health care benefit plan, employee benefit plan, plan administrator or insurance company in my name with derivative standing at provider's expense.

All professional services rendered are charged to the patient and the necessary insurance forms will be completed on their behalf to expedite insurance carrier payments. The patient is responsible for all co-pays and deductibles according to his/her contract with his/her insurance carrier. Payment is due at the time that services are rendered. In the event that surgery is performed, any fees due from the patient will be expected prior to the date of surgery.

I authorize my records to be transmitted electronically and absolve Frank Castillon, III, P.A. of any and all liability if payments/claim information are received by another party in error.

Unless revoked, this assignment is valid for all administrative and judicial reviews under PPACA (health care reform legislation), ERISA, Medicare and applicable federal and state laws. A photocopy of this assignment is to be considered valid, the same as if it was the original.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT

Patient Signature

Date

Patient Name