

**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 **Bailliard Henry Pediatric Cardiology, PLLC**, 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 **Bailliard Henry Pediatric Cardiology, PLLC**, 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 **Bailliard Henry Pediatric Cardiology, PLLC** 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 **Bailliard Henry Pediatric Cardiology, PLLC** any and all Plan documents, summary benefit description, insurance policy, and/or settlement information upon written request from **Bailliard Henry Pediatric Cardiology, PLLC** 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 **Bailliard Henry Pediatric Cardiology, PLLC** any legal or administrative claim or chose in action arising under any group health plan, employee benefits plan, health insurance or tort feisor insurance concerning medical expenses incurred as a result of the medical services, treatments, therapies, and/or medications I receive from **Bailliard Henry Pediatric Cardiology, PLLC** (including any right to pursue those legal or administrative claims or chose in 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 **Bailliard Henry Pediatric Cardiology, PLLC** all of my rights to claim (or place a lien on) the medical benefits related to the services, treatments, therapies, and/or medications provided by **Bailliard Henry Pediatric Cardiology, PLLC**, 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 (**Bailliard Henry Pediatric Cardiology, PLLC**) 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. **Bailliard Henry Pediatric Cardiology, PLLC** 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.

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 Name

Patient Date of Birth

Parent/Guardian

Date