

## ASSIGNMENT AND DESIGNATION OF AUTHORIZED REPRESENTATIVE

Considering the amount of medical expenses to be incurred, I, the undersigned, state that I have health insurance and/or employee health care benefits that will pay for the health care to be provided by **BioPlus Specialty Pharmacy Services, Inc. and their network of pharmacies MedScripts Medical Pharmacy, River Medical Pharmacy or Route 300 Medical Pharmacy (each "Pharmacy")**. I give **Pharmacy** all the rights I have for health care to be paid for through insurance and/or through my employee health care benefit plan (self-insured or fully-insured), this document is a designation of authorized representation and an assignment to **Pharmacy** of my right to health insurance and/or health care benefits (self-insured or fully-insured). The details of this authorized representation and assignment are set forth below.

I hereby assign and convey directly to **Pharmacy**, as my assignee and designated authorized representative, all medical benefits and/or insurance reimbursement, if any, otherwise payable to me for services, treatments, therapies, devices, and/or medications rendered or provided by **Pharmacy**, 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 **Pharmacy** 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 the above-named health care provider any and all employee benefit Plan documents, summary benefit description, insurance policy, and/or settlement information upon written request from the above-named health care provider or its attorneys in order to claim such medical benefits.

In addition to the assignment of the medical benefits and/or insurance and/or plan reimbursement above, I also assign and/or convey to **Pharmacy** any legal, equitable or administrative claim or chose in action arising under any group health plan, employee benefits plan (self-insured or fully-insured), health insurance or tort feason insurance concerning medical expenses incurred as a result of the medical services, treatments, therapies, devices and/or medications I receive from **Pharmacy** (including any right to pursue those legal, equitable or administrative claims or chose an action). This constitutes an express and knowing assignment of ERISA <sup>1</sup> breach or fiduciary duty claims and other legal and/or administrative claims.

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<sup>1</sup>ERISA is an acronym for a federal law entitled the Employee Retirement Income Security Act. ERISA governs most group health benefits provided by employee benefit plans. A group health plan is an employee welfare benefit plan established or maintained by an employer or by an employee organization (such as a union), or both, that provides medical care for participants or their dependents directly or through insurance, reimbursement, or otherwise. Most private sector health plans are covered by ERISA. Among other things, ERISA provides protections for participants and beneficiaries in employee benefit plans (participant rights), including providing access to plan information. Also, those individuals who manage plans (and other fiduciaries) must meet certain standards of conduct under the fiduciary responsibilities specified in the law.

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**BioPlus Specialty Pharmacy** 376 Northlake Blvd., Altamonte Springs, FL 32701  
**MedScripts Medical Pharmacy** 1325 Miller Rd. Suite K, Greenville, SC 29607  
**River Medical Pharmacy** 4752 Research Drive, San Antonio, TX 78240  
**Route 300 Pharmacy** 1208 Route 300 Suite 103, Newburg, NY 12550  
**BioPlus Specialty Pharmacy** 100 Southcenter Ct. Suite 100, Morrisville, NC 27560

I intend by this assignment and designation of authorized representative to convey to **Pharmacy** 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 the above-named health care provider, including rights to any settlement, insurance or applicable legal, equitable, or administrative remedies (including damages, remedies, and civil penalties arising from ERISA breach of fiduciary duty claims). The assignee and/or designated representative (**Pharmacy**) 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 (self-insured or fully-insured), health care benefit plan, or plan administrator. **Pharmacy** 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.

This assignment is irrevocable and 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.

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|---------------------------|--|
| Patient Name ("Patient"): |  |
| Patient Signature:        |  |
| Date:                     |  |

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