

**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 irrevocably assign and/or convey directly to Medicus Surgical Solutions, LLC, and/or its contracted healthcare providers (here-in-after "Medicus"), 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 Medicus Health for today's treatment/services and future treatment/services, regardless of its managed care network participation status. This Assignment of Benefits shall apply to all insurance coverage, including but not limited to the Centers for Medicare and Medicaid Services, its intermediaries, carriers or administrative contractors, State Medicaid programs, or any other governmental or commercial insurance. I understand that I am financially responsible for all charges regardless of any applicable insurance or benefit payments. I hereby authorize Medicus 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 Plan documents, summary benefit description, insurance policy(ies), and/or settlement information upon written request from Medicus or its attorneys in order to claim such medical benefits.

I also irrevocably assign and/or convey to Medicus Surgical Solutions, LLC, any legal or administrative claim or cause of action arising under any group health plan, employee benefits plan, health insurance or tortfeasor insurance concerning medical expenses incurred as a result of the medical services, treatments, therapies, and/or medications I receive from Medicus Surgical Solutions (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. In addition to the assignment of the medical benefits and/or insurance reimbursement above, I also irrevocably assign and/or convey to Medicus Surgical Solutions, LLC, all right, title, and interests in benefits payable out of any third party action against any other person, entity, or insurance company, or out of recovery under the uninsured motorist provisions or the medical payment provisions of any automobile insurance policy(ies) or any other insurance policy under which I may be entitled to recover. I further authorize Medicus to pursue on my behalf, any claim I may be entitled to pursue before the Crime Victims Compensation Division of the Texas Industrial Accident Board in the event my hospitalization is necessitated by injuries received as the result of a violent crime, but in no event shall this be construed to be an obligation of Medicus. I understand that this agreement in no way restricts me or my dependents' independent rights to pursue any such claim before the Crime Victims Compensation Division of the Texas Industrial Accident Board in the event I am entitled to file.

I intend by this assignment and designation of authorized representative to convey to UTMB Health 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 Medicus Surgical Solutions, LLC, 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 (Medicus Surgical Solutions, LLC) 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. Medicus Surgical Solutions, LLC, 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.

I understand that if Medicus is not paid in full by proceeds from any insurance policies then I may be responsible for all or part of the remaining balance due.

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.