

SEIU Local 1 & Participating Employers *Health Trust*

SUBROGATION AND REIMBURSEMENT AGREEMENT

Participant Name: _____

Injured Party: _____

Relationship to Participant: _____

Date of Accident: _____

I, the person named above, have been injured and medical claims have been or will be submitted to the SEIU Local 1 & Participating Employers Health Trust ("Fund"). In consideration of the payment of those claims by the Fund, I, and any attorney who represents me, agree as follows:

1. In this Agreement, the following definitions apply:
 - a. Accident: an incident or omission that causes an illness or injury for which a third party is or may be responsible.
 - b. Benefits: medical claims that are paid by the Fund with respect to an injury or illness caused by an Accident.
 - c. Responsible Party: any third party who is or may be found to be responsible to make payments for an injury or illness. This term also includes an insurance company that must pay claims on account of the acts of a third party, such as through an auto insurance policy.
 - d. Reimbursement Amount: the amount of Benefits paid by the Fund as a result of an Accident which must be paid back out of any Recovery.
 - e. Recovery: *any* payment from or on behalf of any Responsible Party or Parties, regardless of how such payment is characterized, why or by whom it is paid, or the type of expense for which it is specified. Examples include, but are not limited to, a judgment in a lawsuit, a settlement reached prior to trial, and Medical Payments, Uninsured Motorist or Underinsured Motorist coverage under any insurance policy implicated as a result of the injury or illness. Recovery also includes money paid into a minor's trust.
2. I agree to reimburse the Fund for the full Reimbursement Amount, except that I will not be required to reimburse the Fund more than I receive in total as Recovery.
3. I agree that a lien exists in favor of the Fund upon my receipt of any Recovery, for the Reimbursement Amount. I further agree that the Fund's lien will be paid first from any Recovery I receive, without regard to any common fund doctrine, make whole doctrine, or any other common law doctrine or state statute that purports to restrict the Fund's right to reimbursement in full. I understand that the Fund's Trustees or their designated representative may agree to accept less than the Reimbursement Amount or share in the costs of pursuing reimbursement, if, in their sole discretion, they determine it is in the best interest of the Fund.
4. I agree that the Fund is subrogated in full to my rights to pursue or receive a Recovery, so that the Fund may assert a claim for Recovery on my behalf as if I were making the claim myself.
5. I will not take any action or authorize any action to defeat the Fund's rights under this Agreement. This includes any court action to reduce or eliminate the Fund's lien.
6. I will not assign to another person or entity my right to Recovery from a Responsible Party.
7. I will cooperate with any actions by the Fund or its authorized representatives to obtain a Recovery from a Responsible Party.
8. Unless a settlement with a Responsible Party provides for the full Reimbursement Amount, I will obtain the Fund's agreement before agreeing to the settlement.
9. I agree that, if I obtain a Recovery and the Fund's lien has not been satisfied, in violation of this Agreement, then the Fund will be entitled to recover the Reimbursement Amount by reducing future benefits payable to me or on my behalf.

Injured Party signature

Date

Participant signature
(if injured party is a minor)

Date