



## SOUND HEALTH & WELLNESS TRUST REIMBURSEMENT AGREEMENT

Participant: \_\_\_\_\_ SSN: \_\_\_\_\_

Patient: \_\_\_\_\_ SSN: \_\_\_\_\_

Date of Accident: \_\_\_\_\_

This Agreement is between the Board of Trustees of the Sound Health & Wellness Trust Plan (“**Plan**”), the undersigned participant, and the undersigned patient, if different than the participant (hereafter, collectively referred to as the “**Covered Person**”).

The Plan does not provide benefits for services or supplies to the extent that benefits are payable for such services or supplies under any motor vehicle medical, motor vehicle no-fault, uninsured motorist, under-insured motorist, personal injury protection (PIP), commercial liability, homeowner’s policy or other similar type of coverage (collectively referred to as the “third party”).

If the Covered Person requests benefits for services or supplies for an illness or injury for which there is an actual or potential right of recovery against a third party, the Plan will advance the requested benefits subject to the following conditions:

1. By accepting or claiming benefits, the Covered Person agrees that the Plan is entitled to reimbursement from any judgment, direct payment, settlement, disputed claim settlement or any other recovery, up to the full amount of all benefits provided by the Plan. However, in no event shall the Plan’s reimbursement exceed the gross amount of your recovery.
2. If the Covered Person complies with the terms of the Plan and the agreement to reimburse the Plan, the Plan will reduce its reimbursement amount by a reasonable share of attorney fees and a pro rata share of the costs. If the Plan has to bring a lawsuit to enforce this reimbursement provision, the Plan shall not reduce its reimbursement amount for reasonable attorney fees and a pro rata share of costs.
3. The Plan is entitled to reimbursement regardless of whether the Covered Person is made whole by the recovery, and regardless of the characterization or apportionment of the recovery. The Plan shall be entitled to first dollar priority from the Covered Person’s recovery after payment of your attorney fees and costs, to the extent applicable.
4. Before the Plan will provide benefits the Plan may require the Covered Person and the Covered Person’s attorney or personal representative to sign an agreement acknowledging the obligation to reimburse the Plan from the proceeds of any recovery. The Plan may require the Covered Person to execute and deliver instruments and papers and do whatever else is necessary to secure the Plan’s right of reimbursement (including an assignment of rights).
5. The Covered Person has an affirmative obligation to notify the Plan in the event the Covered Person requests or has requested benefits for services or supplies for an illness or injury for which there is a right of recovery against a third party. This obligation arises on the earlier of the date the Covered Person makes a formal or informal claim against the third party or investigates whether to make a formal or informal claim against the third party. In the event the Plan pays benefits prior to learning or discovering the Covered Person’s third-party claim, such benefits shall be treated as overpaid benefits until the Plan receives a signed agreement from the Covered Person and the Covered Person’s attorney or personal representative acknowledging the obligation to reimburse the Plan from the proceeds of any potential recovery. The Plan reserves the right to recoup any overpaid benefits by offsetting future benefits otherwise payable to the Covered Person or the Covered Person’s family members, or by recovering the benefits from a source to which benefits were paid.
6. The Covered Person must do nothing to prejudice the Plan’s right of reimbursement.
7. When any recovery is obtained, an amount sufficient to satisfy the Plan’s reimbursement amount must be paid into an escrow or trust account and held there until the Plan’s claim is resolved by mutual agreement, arbitration or court order. If the funds necessary to satisfy the Plan’s reimbursement claim are not placed in an escrow or trust account, the Covered Person or any failing party will be personally liable for any loss the Plan may suffer as a result.
8. The Plan may cease providing benefits if there is a reasonable basis for concluding the Covered Person will not honor the terms of the Plan or the agreement to reimburse, or the Trustees of the Plan modify the Plan provisions relating to reimbursement rights.

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9. If the Plan is not reimbursed within a reasonable period of time following the recovery or if there is a reasonable basis for concluding that the Covered Person will not honor the terms of the Plan or the agreement, the Plan may bring an action against the Covered Person to enforce its right to reimbursement. Also, the Plan may elect to recoup the reimbursement amount by offsetting future benefits otherwise payable to the Covered Person or the Covered Person's family members, or by recovery from a source to which benefits were paid. If the Plan is forced to bring legal action to enforce the terms of the agreement to reimburse, it shall be entitled to its reasonable attorneys' fees, costs of collection and court costs.

**By signing below, I acknowledge that I have read the foregoing and agree to comply with the Plan terms set forth above:**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant's Address

City

State

Zip

(\_\_\_\_\_)\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Signature of Patient (or legal guardian) if different than Participant  
(Necessary only if injured party is not the participant and the injured party is over 18 years of age)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Name

\_\_\_\_\_  
Attorney's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney's Address

City

State

Zip

(\_\_\_\_\_)\_\_\_\_\_  
Telephone

**RETURN THIS FORM TO THE ADDRESS SHOWN ABOVE. PLEASE KEEP A COPY FOR YOUR RECORDS.**

SOUND HEALTH & WELLNESS TRUST  
Zenith American Solutions  
Administrative Agent