

**Agreement to Represent the Interests of the United States in its Claim Involving
Medical Care Provided or Paid for to my Client.**

I, _____ (Attorney's Name), _____ (Law Firm), represent
_____ (Client), who sustained injuries in an accident on or about
_____ (Date of Incident): Army Claim # _____.

I understand that pursuant to Title 42, United States Code, Sections 2651-2653, and Title 10, United States Code, Sections 1095 and 1095b, the United States of America (hereinafter referred to as "the Government") has the right to recover the reasonable value of care and treatment provided or paid for by the Government to individuals entitled to such care and treatment when they suffer an injury or disease under circumstances that create tort or contractual liability on third parties, including insurance companies, to pay damages.

Title 42 United States Code, Sections 2651-2653, also provides for an independent right of recovery by the Government for wages of a Soldier furnished at Government expense due to the negligence of a third party. Under the provisions of Title 10 United States Code, Sections 1095 and 1095b, the Government is entitled to recover from automobile insurance policies, including personal injury protection, medical payments, uninsured/underinsured, and liability coverage.

The Army authorizes me, as the attorney retained by the injured party, to assert the Government's claim as an item of special damages in the injured party's claim or suit. This permits me to control all aspects of the joint collection effort. It will also prevent any adverse effect occasioned by the Government's independent collection action or intervention in proceedings brought on behalf of the injured party.

Title 5, United States Code, Section 3106, prohibits the payment of a fee for representing the Government. Further, as the claim of the Government is an independent cause of action rather than a lien on any settlement or judgment obtained by the injured party, any contingent fee arrangement with the injured party applies solely to the client's claim and not to the Government's portion of the recovery. In return for rendered assistance, however, the Army will furnish without cost available medical records from U.S. Government medical facilities and, if possible, local Army medical personnel who have treated or are treating the injured party.

I will make the check payable to the "DOD - Defense Health Agency" and send it to the claims office at the following address:

Department of the Army
SJA/IMKN-SJA/118/CLAIMS
50 3rd Avenue
Fort Knox, KY 40121
PHONE: (502) 624-2731
FAX: (502) 624-8178

I agree to represent the Government under the terms and conditions in the following paragraphs:

(a) I shall promptly consult with the Army's recovery attorney regarding any potential compromise of any portion of the Government's claim assigned under this agreement, and that I shall obtain the recovery attorney's written consent before executing any proposed compromise.

(b) If I need to withdraw from this agreement, I shall provide timely notice of my intent to the recovery attorney to enable the Claims Office to protect the Government's rights.

(c) If I request compromise or waiver of the Government's claim at any time, I shall provide the Government's attorneys reasonable time to evaluate the request in view of the facts and circumstances of the case.

(d) I shall furnish to the Recovery Attorney a status report on the injured party's case following any significant development in the case or upon request.

(e) I agree to include the Government's model allegation (see below) in pleadings filed in the case. If I have already filed suit, I will amend the pleadings to incorporate the allegation.

(f) I agree that the Government may at its option terminate this agreement and enter into negotiations with third parties or institute legal action against third parties upon written notice if:

(1) I fail to provide the status of the case within 30 days after a request or after a significant development in the case;

(2) The Government's model allegation is not included in the pleadings filed; or

(3) The applicable statute of limitations is nine (9) months from running, and

(a) Negotiations have not been concluded;

(b) The Government has not received full payment of its claim; or

(c) Suit has not been filed.

If you elect to assert the Government's interests, the following clause shall be used in your pleadings. If your client is not an active duty service member, omit the entire last sentence after "cost of treatment":

As a result of these injuries, the United States has furnished or paid for the plaintiff's medical and hospital care and treatment. Under the provisions of Title 42 United States Code, sections 2651-2653, and Title 10, sections 1095 and 1095b, the plaintiff, for the sole use and benefit of the United States and with its express consent, asserts a claim for the cost of treatment, as well as for wages paid for by the United States to the Plaintiff, an active duty service member, who was unable to perform military duties due to injuries received as a result of defendant's negligence.

By using this clause, you can allege special damages without making or designating the United States a party plaintiff to your cause of action. The above terms are acceptable to me. I agree to protect the Government's interests in this matter in accordance with the terms outlined in this agreement.

Date: _____ (Signature) _____

(Print Attorney's Name) _____

(Law Firm) _____

(Address) _____

(Address) _____

The Government acknowledges that (Print Name) _____, Attorney is representing the Government's interest in the above case. The U.S. Army agrees to be bound by any judicial determination rendered by a court of competent jurisdiction.

Date: _____ (Signature) _____

(Government Representative's Name) _____

(Title) _____

Office of the Staff Judge Advocate
Headquarters, US Army Garrison
Command, Fort Knox
50 Third Avenue, Bldg. 1310
Fort Knox, KY 40121