

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

I, \_\_\_\_\_, Attorney at Law, represent \_\_\_\_\_, who sustained injuries in an accident on or about \_\_\_\_\_.

I understand that pursuant to Title 42, United States Code, Sections 2651-2653, and Title 10, United States Code, Section 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, Section 1095 and 1095b, the Government is entitled to recover from automobile insurance policies, including personal injury protection, medical payments, uninsured or under-insured, and liability coverage.

It is the Army's policy to authorize the attorney retained by an injured party to assert the claim of the Government as an item of special damages in the injured party's claim or suit. This form of proceeding permits the attorney 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.

Recovery collected on behalf of the Government under the provisions of Title 42, United States Code, Sections 2651-2653, and Title 10, United States Code, Section 1095 and 1095b, should be made payable to the "Treasurer of the United States" and directed to this office:

**Office of the Staff Judge Advocate  
Attn: Affirmative Claims  
4217 Morrison Street, Suite 5030  
Fort George G. Meade, Maryland 20755-5030**

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

(a) I understand the recovery attorney must be consulted regarding any potential compromise of any portion of the Government's claim that has been assigned under this agreement, and that the recovery attorney must agree with the proposed compromise.

(b) I understand that, should it later become necessary for me to withdraw from this agreement, I will provide reasonable notice to the recovery attorney of my intent so that the Claims Office may protect the Government's rights.

(c) I understand that if I request compromise or waiver of the Government's claim at any time, the Government will evaluate the request in view of the facts and circumstances of the case.

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

(e) I agree to include the Government's model allegation in pleadings filed in the case.

(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 30 days written notice if:

(1) I fail to provide status reports within 30 days of request or of 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 6 months or less 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 is suggested for use in your complaint in filing suit. 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 as 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) \_\_\_\_\_  
(Name & Address)

The Government acknowledges that 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) \_\_\_\_\_

Attorney  
Claims Division  
Office of the Staff Judge Advocate  
4217 Morrison Street, Suite 5030  
Fort Meade, Maryland 20755-5030