

CONTRACT REGARDING REIMBURSEMENT OF
MEDICAL EXPENSES

This Contract Regarding Reimbursement of Medical Payments (the "Contract") is made this ____ day of _____ by and between Government of Guam (GovGuam) through The Department of Administration and _____ (Member/Authorized Representative).

WHEREAS, Member desires that GovGuam pay medical expenses incurred by Member/Authorized Representative for services that may be covered by GovGuam in its self-funded medical plan; according to the limits that may have been covered by the Contract: and

WHEREAS, Member hereby assigns, transfers and subrogates to GovGuam all rights, claims, interest and rights of action to the extent of the amount paid for covered medical services, that GovGuam may have against any part or person who, or firm or corporation that, may be liable for the loss; and

WHEREAS, member authorizes GovGuam to sue, compromise or settle in member's name and subrogated to all of Insured's rights in *the medical services* to the amount so paid; and

WHEREAS, member warrants that no settlement has been made with any third party, and

WHEREAS, Gov. Guam desires that it be reimbursed by Member for all expenses paid by GovGuam for treatment of Member; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, GovGuam and Member hereby agrees as follows:

1. GovGuam shall pay all expenses covered under Member's health insurance contract with GovGuam for medical services rendered to Member; and
2. Member shall not prejudice GovGuam the right of subrogation under this agreement. In particular and without limiting the generality of the forgoing provision, Member shall not release anyone from whom there is a potential right of recovery except

Member initial_____

GovGuam initial _____

with the prior written consent of Gov. Guam; and

3. Member agrees to advise GovGuam of any recovery from the Third Part Liability Insurance, if applicable, either through insurance, lawsuit, settlement or compromise within five (5) days of Member's receipt of said recovery.

4. Member shall be responsible for the payment of all Attorneys fees which are incurred in the prosecution of the claims against the various tortfeasors which are referred to above.

5. Should litigation be filed by either party to this contract concerning the subject of this contract, the prevailing party shall be entitled to recover its reasonable attorney's fees which were incurred in the litigation from the losing party.

6. If any provision of this Contract is determined by a Court of competent jurisdiction to be illegal or unenforceable, said provision shall be deemed to be severed, deleted and neither such provision, severance nor deletion shall affect validity of the remaining provision of this Contract.

7. This Contract shall be deemed to have been entered into the Territory of Guam and shall be governed by and construed under the laws of Guam, to whose exclusive jurisdiction the parties do hereby submit.

8. This Contract contains the entire agreement of the parties relating to the subject matter hereof, and no prior agreement or understanding pertaining to the subject matter hereof shall be valid or of any force or affect, and this Contract cannot be modified or changed except in writing signed by the parties hereto.

9. The amount advanced/paid by GovGuam on behalf of the Member
_____.

10. The amount shall be repaid by Member within Sixty Days (60) days of this agreement or when the claims have been finalized whichever is completed first.

Member initial_____

GovGuam initial _____

Municipality of Hagatna)

On this _____ day of _____, before me, the undersigned notary personally appeared _____ the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose.

Notary Public

My commission expires on

Member initial_____

GovGuam initial _____