

Carpenters Health and Security Trust  
of Western Washington

Reimbursement Agreement  
When Recovery Is Obtained For A  
Work-Related Illness or Injury

Participant's Name (please print): \_\_\_\_\_ SSN: \_\_\_\_\_  
Patient's Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
Date of Illness or Injury or Condition: \_\_\_\_\_

This Agreement is between the Board of Trustees of the Carpenters Health and Security Trust of Western Washington ("Trust") and the undersigned patient.

1. **Statement of Purpose.** The patient has incurred an illness, injury or condition which may arise out of, or may have occurred in the course of an occupation for wage or profit ("hereafter, "Illness or Injury" or "Work-Related Illness or Injury") and for which coverage may be available from occupational insurance purchased by the employer, benefits provided under state or federal workers' compensation acts, employer liability laws, or other laws providing compensation for work-incurred illnesses or injuries (hereafter, "Work-Related Coverage"). The plan excludes benefits for a Work-Related Illness or Injury. If the Trust advances payment of benefits which are otherwise excluded as a Work-Related Illness or Injury, the Trust is entitled to reimbursement of the benefits provided to the patient upon recovery by the patient from any Work-Related Coverage.

2. **Reimbursement of Benefits.** The patient agrees that the Trust's payment of benefits for a Work-Related Illness or Injury is conditioned upon reimbursement by the patient from any full or partial recovery by the patient from any Work-Related Coverage, whether by judgment, settlement, award, disputed claim settlement, or otherwise, up to the full amount of all benefits provided by the Trust, regardless of whether the patient is made whole by the recovery, and regardless of the characterization of the recovery.

3. **Cooperation With Trust.** The patient agrees to execute and deliver instruments and papers (including the workers' compensation claim number and the name of the claims manager or representative responsible for processing the claim), disclose the circumstances resulting from the Illness or Injury, disclose the existence of any other lien holders and do whatever else is necessary to secure the Trust's right to reimbursement. The patient will do nothing to prejudice the Trust's right to reimbursement. The patient further acknowledges that he or she will notify the Trust if an attorney is retained at a later date.

5. **Right to Cease Advancing Benefits.** The Trust may cease advancing benefits if there is a reasonable basis to determine that the patient will not honor the terms of the plan or this Agreement, or there is a reasonable basis to determine that this Agreement is not enforceable, or the Board of Trustees modifies the plan provisions related to advancing benefits. The Trust may also deny coverage for expenses incurred after recovering Work-Related Coverage if such expenses are related to the Illness or Injury.

6. **Preservation of Funds Following Recovery.** When the patient obtains Work-Related Coverage whether by direct payment, judgment, settlement, award, disputed claim settlement, or otherwise, the patient, in conjunction with his attorney or representative, if applicable, will maintain, preserve and protect funds that are sufficient to satisfy the Trust's reimbursement amount by holding such funds in an escrow or trust account until the Trust's claim is resolved by mutual agreement, arbitration or court order. The obligation to place the reimbursement amount in trust is independent of the obligation to reimburse the Trust. If the funds necessary to satisfy the Trust's reimbursement amount are not placed in an escrow or trust account, the patient or the individual named to hold the funds in trust shall be personally liable for any loss the Trust suffers as a result.

7. **Breach.** It will constitute an immediate breach of this Agreement if, within 60 days following recovery from any Work-Related Coverage, the patient does not reimburse the Trust for the amount of benefits provided pursuant to this Agreement. If the patient breaches this Agreement, the amount of benefits provided by the Trust which are related to the Illness or Injury will become immediately due and payable together with interest, and all costs of collection, including reasonable attorney fees and court costs. Interest will be calculated at the prime interest rate then prevailing at the Bank of America in Seattle, Washington, or its successor, on the date of the breach, plus five (5) percentage points, but not to exceed the amount permitted by law. All amounts due and payable will be owed to the Trust.

8. **Enforcement/Trust's Right to Attorney Fees and Costs.** After recovery by the patient, and pending reimbursement to the Trust, the Trust may elect to recoup the reimbursement amount from benefit payments, including benefit payments for the patient's family members, by denying such payments until the amount of benefits provided has been recovered.

Upon breach of this Agreement, the Trust may bring an action against the patient to enforce its right to reimbursement and/or this Agreement, or to seek a constructive trust, or in the alternative may elect to recoup the reimbursement amount by offsetting future benefit payments, including those of family members, or by recovery from the source to which benefits were paid. If the Trust is forced to bring a legal action to enforce its rights under this Agreement, it shall be entitled to its reasonable attorney fees, costs of collection and court costs.

9. **Waiver.** The amount due under this Agreement may only be waived by written agreement of the Trust.

10. **Service/Venue.** The patient hereby agrees and covenants to accept personal service by the mailing of a copy of the Complaint brought pursuant to this Agreement to the current address provided below, or as changed by written notice to the Trust by the patient. The patient agrees to promptly notify the Trust of any change in address. Venue in any action may be brought in King County Superior Court or the United States District Court for the Western District of Washington, at Seattle, at the option of the Trust.

11. **Governing Law.** Construction, interpretation and enforcement of this Agreement shall be governed by the laws of Washington state, without regard to its conflict of laws provisions, except as otherwise preempted by ERISA.

12. **Consultation of Attorney.** The patient hereby acknowledges the right to consult an attorney regarding this Agreement prior to its execution.

**Participant, Patient and Attorney**

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Participant's Address and Telephone Number

\_\_\_\_\_  
Patient's Signature (individuals age 18 and older)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Patient's Address and Telephone Number

\_\_\_\_\_  
Signature of Custodial Parent of Minor Child (if applicable)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Legal Guardian of Minor Child (if applicable)

\_\_\_\_\_  
Date Signed

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

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Attorney's Address and Telephone Number

Carpenters Health and Security Trust  
of Western Washington  
PO Box 1929  
Seattle WA 98111

By \_\_\_\_\_  
Trust Administrative Agent