

**TENNESSEE BUREAU OF WORKERS’ COMPENSATION**

**IN THE COURT OF WORKERS’ COMPENSATION CLAIMS**

**AT \_\_\_\_\_\_\_\_**

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| **Employee Name,** | **)** | **Docket No.** |
| **Employee,** | **)** |  |
| **v.** | **)** |  |
| **Employer Name,** | **)** | **State File No.** |
| **Employer,** | **)** |  |
| **And** | **)** |  |
| **Insurance Carrier Name,** | **)** | **Judge** |
| **Carrier.** | **)** |  |
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| **WORKERS’ COMPENSATION SETTLEMENT AGREEMENT** | | |

This settlement agreement is entered into on \_\_\_\_\_\_\_\_\_, 20\_\_. After reviewing the agreement and hearing the parties’ testimony, the judge will determine whether this proposed settlement is in Employee’s best interest. Employee received, reviewed and signed the “Explanation of Workers’ Compensation Benefits” and had the opportunity to ask questions regarding the agreement.

The parties entered into this voluntary settlement of all issues with full knowledge of their rights and responsibilities, including the right of any party to be represented by an attorney. Employee acknowledges by signature that Employee is not obligated to enter this agreement and has the right to a compensation hearing before a judge but waives that right.

On \_\_\_\_\_\_\_\_\_, Employee was a \_\_\_ year-old resident of \_\_\_\_\_ County with a(n) \_\_\_\_\_\_\_\_\_\_\_ grade education. While working for Employer and engaged in activity arising out of and in the course and scope of employment, Employee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (describe nature and mechanism of injury).

Employee received medical care for the injury with Dr. \_\_\_\_\_\_\_\_\_ and was diagnosed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Employee reached maximum medical improvement on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and retained a permanent medical impairment rating of \_\_\_\_\_\_% using the *American Medical Association Guides to the Evaluation of Permanent Impairment.*

Employee’s average weekly wage is $\_\_\_\_\_\_, resulting in a weekly compensation rate of $\_\_\_\_\_\_. Employee received $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in temporary total disability benefits. Employee received $\_\_\_\_\_\_\_\_\_\_\_ in temporary partial disability benefits.

The parties dispute whether this claim is compensable and/or the amount of compensation due. The specific issues are: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(include explanation of issues here, e.g. notice, causation, pre-existing condition, subsequent intervening event, lack of impairment rating, etc.). Therefore, the parties are settling this case on a disputed basis, under Tennessee Code Annotated 50-6-240 (e), for a lump-sum payment of $\_\_\_\_\_\_\_. The parties agree that this settlement is in Employee’s best interest.

Employee incurred authorized medical expenses totaling $\_\_\_\_\_\_\_\_\_\_\_\_, which Employer paid or will pay. As part of this disputed settlement, Employee agrees to close the right to future treatment. Employee was informed that closing future medical benefits *might* affect available benefits, coverage or liability by Medicare, TennCare, Medicaid or other governmental programs, and private health insurance, which might otherwise provide disability or medical benefits. Employee understands that, by agreeing to this compromised settlement with closed future medical benefits, Employee will no longer be entitled to treatment after today from the accident/injury on \_\_\_\_\_\_\_\_\_\_(insert date of injury) while employed by \_\_\_\_\_\_\_\_\_\_(insert name of Employer).

It is in Employee’s best interest to close medical benefits because \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Insert here why it is in Employee’s best interest to close medical benefits, e.g. a subsequent intervening event occurred, the doctor indicated no future treatment is needed, etc.; and the consideration is reasonably expected to cover the cost of any anticipated future treatment.)

Employee further acknowledges that the judge and counsel explained that closing future medical benefits *might* affect liability of Medicare and TennCare in the future, which includes but is not limited to:

1. Maintenance of a Medicare set-aside trust account to the satisfaction of the Centers for Medicare & Medicaid Services (CMS).
2. Reimbursement of CMS for Medicare expenses paid on behalf of Employee.
3. Suspension or termination of Employee’s Medicare benefits.

Employee has not relied on any statement of the law or other explanation from the judge or counsel in deciding to close future medical benefits.

The parties agree that commutation of benefits to a lump-sum payment of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is in Employee’s best interest, considering Employee’s ability to wisely manage and control the commuted award. Employee acknowledges that if the parties tried this case, the award *might* be more or less than the settlement amount and *might* not be ordered in a lump-sum payment.

The parties agree that payment will be made at the approval. Employee understands that if Employee is represented by an attorney, the attorney is entitled to a fee of up to 20% plus incurred expenses and that amount will be deducted from the settlement.

Employee affirmatively states that Employee is not subject to any current or overdue support obligations under Tennessee Code Annotated section 50-6-223.

The parties agree that Employer will pay all Court costs.

This document represents the entire agreement and the parties’ complete understanding with no representations or promises other than those in this agreement. All prior negotiations, representations and agreements are merged into this agreement. The parties agree that the validity, interpretation and performance of this agreement is controlled by and construed under Tennessee law.

The parties signed this agreement, which is binding when the judge approves the settlement.

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| EMPLOYEE:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name  Address  Email/telephone number | EMPLOYEE ATTORNEY:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name-BPR#  Address  E-mail/telephone number |
| EMPLOYER ATTORNEY:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name-BPR#  Address  E-mail/telephone number | SIF ATTORNEY:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name-BPR#  Address  E-mail/telephone number |