

**TENNESSEE BUREAU OF WORKERS’ COMPENSATION**

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

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

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

This agreement is entered into by and between the parties referenced above on this \_\_\_ day of \_\_\_\_\_\_\_\_\_, 201\_. The Parties exercised their right to settle all matters of compensation through the workers’ compensation mediation program under Tenn. Code Ann. Section 50-6-236 (2013) of Tennessee Workers Compensation Law, section 50-6-101 et seq.; or have negotiated a settlement outside the workers’ compensation mediation program.

After reviewing the Settlement Agreement and hearing testimony from the parties, the Workers Compensation Judge in the Court of Workers’ Compensation Claims will make a determination, which will be contained in the Approval Order, as to whether this proposed settlement provides the Employee, substantially, the benefits provided by the Tennessee Workers Compensation Law; or in the case of a disputed claim, that the compromise reached is in the best interests of the Employee. Employee has been provided with, reviewed, and signed the “Explanation of Worker’s Compensation Benefits” and been provided the opportunity to ask questions regarding the settlement agreement.

The Parties have entered into this voluntary settlement of all matters in issue under the terms and conditions hereinafter set forth, with full knowledge of their rights and responsibilities, including the right of any party to be represented by an attorney of such party’s choice. Employee has acknowledged by his/her signature that he/she is not obligated to enter this settlement agreement and has the right to have a Compensation Hearing before a Judge in the Court of Workers’ Compensation Claims. Employee acknowledges that by signing this settlement agreement, Employee is waiving the right to have a Compensation Hearing.

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

Employee received medical care for the injury by Dr. \_\_\_\_\_\_\_\_\_ and was diagnosed with \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Dr. \_\_\_\_\_\_\_\_ has expressed an opinion that Employee has reached the maximum level of medical improvement that the nature of the injury permits on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and has expressed an opinion within the realm of reasonable medical probability that the injury is related to such employment, and after reaching maximum medical recovery, Employee retains a permanent anatomical impairment (herein referred to as “medical impairment rating”) of \_\_\_\_\_\_% based on the American Medical Association Guide to the Evaluation of Permanent Impairment.

Employee’s average weekly wage is $\_\_\_\_\_\_, which entitles Employee to a weekly compensation rate of $\_\_\_\_\_\_­­­­­­­. Employee has received temporary partial disability benefits in the amount of $\_\_\_\_\_\_\_\_\_\_\_. Employee has received temporary total disability benefits in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Pursuant to Tennessee Annotated § 50-6-207(3) (A), Employee is entitled to 450 weeks times his/her impairment rating which equates to $\_\_\_\_\_\_\_\_\_\_\_\_ in permanent partial disability benefits.

If at the expiration of the initial compensation period occurring on \_\_\_\_\_\_, 20\_\_ (insert date the compensation period expires), Employee has not returned to work with any employer or has returned to work at a lower rate of pay than Employee received from his/her pre-injury Employer on the date of injury, Employee may file a Petition for Benefit Determination in order to determine whether he/she is entitled to increased benefits pursuant to the factors enumerated in Tennessee Code Annotated section 50-6-207(3)(B) and referenced in the Explanation of Benefits Sheet. **Employee must file the Petition for Benefit Determination within one (1) year after the initial compensation period expires on \_\_\_\_\_\_\_\_, 20\_\_.**

In the event the Court determines Employee is entitled to an increased award, Employer/Carrier shall be given credit for payment of the original award of benefits made under this agreement.

Employee has incurred authorized medical expenses in the amount of $\_\_\_\_\_\_\_\_\_\_\_\_ all of which have been or will be paid by Employer. Employee and Employer have reached an agreement to close Employee’s right to future medical treatment in consideration of a lump sum payment in the amount of $\_\_\_\_\_\_\_\_\_. It has been explained to Employee that this closure of future medical benefits MAY affect available benefits, coverage or liability by Medicare, TennCare, Medicaid or other governmental programs, which might otherwise provide disability or medical benefits. Employee understands that by agreeing to the closure of future medical benefits, he/she will no longer be entitled to any benefits, disability or medical treatment, after today as a result of his/her injuries from an accident/injury on or about (insert date of injury) while employed by (insert name of Employer).

(Insert here why it is in Employee’s best interests to close out medicals, i.e. there has been a subsequent intervening event; the doctor has indicated there is no need for future treatment, etc)

Employee further acknowledges that while the Workers’ Compensation Judge and counsel for the Employer (if Employee is represented add counsel for Employee) have explained that agreeing to closure of future medical benefits MAY affect liability of Medicare and TennCare in the future, which includes but is not limited to:

1. Having to maintain a Medicare Set-Aside Trust account to the satisfaction of the Centers for Medicare & Medicaid Services.
2. Being responsible for reimbursing CMS for Medicare expenses paid on behalf of the Employee.
3. Suspension or termination of the Employee’s Medicare benefits.

Employee has not relied on any statement of the law or other explanation given by either in reaching his/her decision to close future medical benefits.

Pursuant to Tenn. Code Ann. 50-6-229, the Parties agree that commutation of benefits to a lump sum payment of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is in the best interests of the Employee in consideration of the ability to wisely manage and control the commuted award. Employee acknowledges that if he/she were to try this case in the Court of Workers’ Compensation Claims the award *may* be more or less than the agreed upon settlement amount and *may* not be ordered in a lump sum payment.

The parties agree that payment of any sum immediately due shall be paid at the time of the approval. Employee understands that if he/she is represented by an attorney that said attorney is entitled to a fee of up to twenty percent (20%) plus any incurred expenses, and that amount will deducted from the settlement proceeds.

The Employee affirmatively states that he/she is not subject to or responsible for any current or overdue support obligations contemplated by Tenn. Code Ann. § 50-6-223, in the State of Tennessee.

The parties agree as follows: (a) that the Employee is \_\_\_\_ years of age; (b) that according to life expectancy as determined from mortality tables maintained by the United States Centers for Disease Control and Prevention, Employee’s life expectancy is \_\_\_ years, or \_\_\_\_ months; and (c) that the above described settlement amount minus attorney’s fees of $\_\_\_\_\_\_\_\_, constitutes a total lump sum of $\_\_\_\_\_\_\_\_\_ or an amortized monthly benefit of $\_\_\_\_\_ per month, representing maximum monthly set-off for Social Security or other disability benefits, as allowed by Tenn. Code Ann. § 50-6-207; further, no representations or warranties have been made to Employee concerning the rights of the Social Security Administration to potential or actual set-off of any Social Security disability benefits, or the effect thereof, upon benefits received or receivable by Employee under this Settlement Agreement pursuant to the Tennessee Workers’ Compensation Act; and Employee, by signature affixed hereto, acknowledges that no such representations have been made.

The parties agree that any costs associated with the filing of this settlement agreement with the Court of Workers’ Compensation Claims shall be borne by the Employer.

This agreement represents the entire Agreement and complete understanding of the Parties with no representations or promises other than those contained herein. All prior negotiations, representations and agreements are merged into this contract. The parties agree that the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Tennessee.

IN WITNESS WHEREOF, the Parties hereto have executed their signatures effective from the date hereinabove written.

EMPLOYEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

EMPLOYEE ATTORNEY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name-BPR#

Address

E-mail/telephone number

EMPLOYER ATTORNEY:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name-BPR#

Address

E-mail/telephone number