

**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** |
| **Insurance 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 provides the Employee substantially the benefits under the Workers’ Compensation Law. 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 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 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 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.

Under Tennessee Code Annotated section 50-6-207(3)(A), Employee is entitled to 450 weeks times Employee’s impairment rating or $\_\_\_\_\_\_\_\_\_\_\_\_ in permanent partial disability benefits. This is Employee’s original award.

Employee’s initial compensation period expires on \_\_\_\_\_\_, 20\_\_. If, at the expiration of the initial compensation period, Employee has not returned to work with any employer or has returned to work at a lower rate of pay than on the date of injury, Employee may file a Petition for Benefit Determination to determine whether Employee is entitled to increased benefits under Tennessee Code Annotated section 50-6-207(3)(B) or extraordinary relief under Tennessee Code Annotated section 50-6-242(a). **Employee must file the Petition for Benefit Determination within one year after the initial compensation period expires on \_\_\_\_\_\_\_\_, 20\_\_.**

If the Court determines Employee is entitled to an increased award or extraordinary relief, Employer will be credited for payment of the original award under this agreement.

Employee incurred authorized medical expenses totaling $\_\_\_\_\_\_\_\_\_\_\_\_, which Employer paid or will pay. Employee and Employer reached an agreement to close Employee’s right to future medical treatment in consideration of a lump-sum payment of $\_\_\_\_\_\_\_\_\_.

Employee was informed that closing future medical benefits *might* affect available benefits, coverage or liability by Medicare, TennCare, Medicaid or other governmental programs, or personal health insurance, which might otherwise provide disability or medical benefits. Employee understands that by agreeing to close future medical benefits, Employee will no longer be entitled to treatment after today for Employee’s injuries 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 need for future treatment, etc., and the consideration is reasonably expected to cover the cost of anticipated future medical treatment.)

Employee further acknowledges that the judge and counsel explained that agreeing to close 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 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 as follows: (a) Employee is \_\_\_\_ years old; (b) according to mortality tables from the United States Centers for Disease Control and Prevention, Employee’s life expectancy is \_\_\_ years or \_\_\_\_ months; and (c) the settlement amount minus attorney’s fees of $\_\_\_\_\_\_\_\_ constitutes a total lump-sum of $\_\_\_\_\_\_\_\_\_ or an amortized monthly benefit of $\_\_\_\_\_, representing the maximum monthly set-off for Social Security or other disability benefits under Tennessee Code Annotated section 50-6-207. Further, no representations or warranties were made to Employee concerning the Social Security Administration’s right to offset benefits received by Employee under this agreement or the Workers’ Compensation Law. Employee acknowledges that no representations were made.

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 the 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 |