

**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 provides Employee substantially the benefits under the Workers’ Compensation Law or is in the 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 under the terms below 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 before a judge but waives that right.

Employee was injured on (insert date of injury) while working for Employer. The Court previously approved a settlement of Employee’s permanent partial disability benefits. As part of that settlement, Employee retained the right to lifetime medical treatment. Employee and Employer have now reached an agreement to close Employee’s right to lifetime 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 and personal health insurance, which might otherwise provide disability or medical benefits. Employee understands that by closing future medical benefits, Employee will no longer be entitled to treatment after today from 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 has indicated no need for future treatment; and the consideration is reasonably expected to cover the cost of any anticipated future treatment, etc.).

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; and
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 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.

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:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_NameAddressEmail/telephone number | EMPLOYEE ATTORNEY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name-BPR#AddressE-mail/telephone number |
| EMPLOYER ATTORNEY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name-BPR#AddressE-mail/telephone number | SIF ATTORNEY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name-BPR#AddressE-mail/telephone number |