

**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 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 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 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 $\_\_\_\_\_\_, resultingin a weekly compensation rate of $\_\_\_\_\_. Employee received $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in temporary total disability benefits. Employee received $\_\_\_\_\_\_\_\_\_\_\_ in temporary partial disability benefits.

Under Tennessee 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 expired on \_\_\_\_\_\_\_\_\_\_, 20\_\_. At the conclusion of the initial compensation period, Employee did not return to work with any employer or returned to work at a lower rate of pay than on the date of injury. Therefore, Employee is entitled to a resulting award of $\_\_\_\_\_\_\_\_\_, which was calculated by multiplying Employee’s original award by 1.35. In addition, Employee is entitled to the following increased benefits:

[INCLUDE ANY ADDITIONAL FACTORS THAT ARE APPLICABLE]

(If Applicable) Employee lacks a high school diploma or GED. Therefore, Employee is entitled to the additional amount of $\_\_\_\_\_\_\_\_\_\_, which was calculated by multiplying Employee’s resulting award by 1.45.

(If Applicable) Employee was over forty years old when the compensation period ended. Therefore, Employee is entitled to the additional amount of $\_\_\_\_\_\_\_\_, which was calculated by multiplying Employee’s resulting award by 1.2.

(If Applicable) The unemployment rate in \_\_\_\_\_\_ County (county where Employee was employed by Employer at time of injury) was at least two percentage points greater than the year average unemployment rate in Tennessee for the year immediately before the expiration of the compensation period. Therefore, Employee is entitled to the additional amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_, which was calculated by multiplying Employee’s resulting award by 1.3.

Employee’s increased benefits total $\_\_\_\_\_\_\_\_\_\_\_ in permanent partial disability benefits.

This represents a full, final and complete settlement and discharge of Employer from any further liability to Employee for any permanent disability benefits from this work injury.

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 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 closing 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 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 by 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 any 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, by signature below, acknowledges that no representations were made.

The parties agree that Employer shall pay any 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 have 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 |