

CLAIM RESOLUTION AGREEMENT
 BETWEEN
 THE DEPARTMENT OF LABOR AND INDUSTRIES,
 "CLAIMANT NAME" AND "EMPLOYER 1"

The Department of Labor and Industries (Department) and "Claimant Name" (Claimant) represented by "Claimant Atty", "Claimant Atty Law Firm", and "Employer 1", represented by "Employer 1 Rep Name", "Employer 1 Rep Title", enter into this agreement pursuant to RCW 51.04.063 to resolve all issues within claim number "CLAIM 1" (Claim), and to seek approval of this agreement from the Board of Industrial Insurance Appeals (Board).

1. Parties to the Agreement

Pursuant to RCW 51.04.063, the parties to this agreement are:

a. Claimant

Name	"Claimant Name"
Claimant Address	"Claimant Address" "City", "STATE" "Zip Code" "Phone Number" Email: "Email Address"
Represented by	"Claimant Atty" "Claimant Atty Law Firm" "Claimant Atty Address" "City", "STATE" "Zip Code" "Phone Number" Email: WSBA #: "Atty Bar #"

b. Department

Washington State Department of Labor and Industries	
Address	Debra Hatzialexiou Program Manager PO Box 44270 Olympia, WA 98504-4270 360-902-6695 Email: Debra.Hatzialexiou@lni.wa.gov

c. Employer

"CLAIM 1"	
"Employer 1"	
Address	"Employer 1 Address" "City", "STATE" "Zip Code" "Phone Number" Email: "Employer 1 Email"
Represented by	"Employer 1 Rep Name" "Employer 1 Rep Title"
<p>Option#2- Employer Waiver (keep box above if using this paragraph)</p> <p>The employer, "Employer 1", has signed a waiver to its rights as a party to this agreement dated "Employer 1 Waiver Date" and is not considered a party to this agreement pursuant to RCW 51.04.063.</p>	

No other employer is subject to any responsibility or burden under the Claim or any other claim.

2. Criteria to Settle the Impacted Claim

The parties agree that the following information is true and correct.

Claimant Criteria to Settle	
Date of Birth and Age of Claimant	"Claimant Dob" Claimant is "Age" years of age.
Gender	" Select Male/Female"
Life Expectancy of Claimant	"Claimant Total Years" years pursuant to the tables provided by the Social Security Administration. Claimant is expected to live an additional "Additional Life Exp." years. ("Additional Life Exp." x 12 months = "LE Months"

	months) ("Additional Life Exp." x 52 weeks = "LE Weeks" weeks)
Marital Status	"Select Married/Single"
Dependents	"0"
Other Benefits	The Claimant is receiving social security "Please Select" benefits in the amount of \$0.00 per month. "The Claimant is not receiving social security or any other benefits."

CLAIM 1	
Claim Number	"CLAIM 1"
Date of "Select II/OD"	"Doi/Dom"
Description of "Please Select"	"Cause"
Nature and Extent of Condition and Disability	"Effect on IW"
Date Claim Received by Department	"Date Received"
Date of Claim Allowance	Claim was allowed by Department order dated "Date Of Allowance Order".
Date Allowance Order Became Final	The allowance order became final sixty (60) days after Claimant received the order, which would have been on or about "Date Allowance Order Final".
Claim Status	Open. The Claimant is currently receiving "Please Select" in the amount of \$0.00 per month and vocational benefits. Time loss compensation is being offset because of the social security benefit paid to the Claimant. The Claimant's accepted medical conditions "Select are/arenot" at maximum medical improvement. Or Option #2 Closed by order dated " ".
Closing Order	This Claim is currently open. This Claim will be closed as part of this agreement. Or Option #2 This Claim was closed by order and will remain closed as part of this agreement.

Condition(s)	
Accepted Conditions	"Accepted Conditions" ¹ ¹ Hereafter referred to as Accepted Conditions
Denied Conditions	"Denied Conditions" ² ² Hereafter referred to as Denied Conditions

3. Claims Not Impacted

The parties agree the scope of this agreement is limited to the Claim outlined above and no other claims are impacted by this agreement.

4. No Further Disability Entitlement

In consideration for the lump sum amount listed in Section 6-Lump Sum Payment, the Claimant relinquishes any further Washington Industrial Insurance Act disability benefits or payments to which the Claimant may be entitled under the Claim. Disability benefits include payment of time loss compensation (wage loss), loss of earning power (partial wage loss), permanent partial disability and/or pension benefits.

5. Vocational Entitlement

In consideration for the lump sum amount set forth in Section 6-Lump Sum Payment, the Claimant relinquishes any further Washington Industrial Insurance Act vocational benefits/services to which the Claimant may be entitled under the Claim. The Claimant understands that vocational benefits/services include vocational assessment, vocational plan development and job retraining.

6. Lump Sum Payment

In consideration of the release above, and for this agreement, the Department agrees to pay the Claimant a lump sum of \$0.00. This lump sum is being paid to the Claimant for disabilities related to the Claimant’s work-related conditions which will interfere with the Claimant’s ability to engage in gainful employment for the remainder of the Claimant’s life. None of this amount should be considered as payment to segregate any condition which may be related to the Claim. While the agreement is for a lump sum amount of \$0.00, pursuant to the requirements set out in RCW 51.04.063(2)(c), this lump sum shall be paid as outlined below:

Payment Schedule of Lump Sum		
Payment Amount	Payment Schedule	Statutory Range
\$0.00	The initial payment will be made within fourteen (14) days after the revocation period has expired.	This payment is at least 25% but not more than six (6) times the state's average monthly wage.
"# of Payments" X \$0.00 = \$0.00	"# of Payments" subsequent monthly payments of \$0.00 each to be paid monthly beginning the month following the initial payment.	Each payment is at least 25% but not more than 150% of the state's average monthly wage.
\$0.00	One (1) final payment of \$0.00 will be paid in the # month. This will fully satisfy the Department's obligation to pay the agreed \$0.00.	This payment is at least 25% but not more than 150% of the state's average monthly wage.
Total Lump Sum	\$0.00	
No interest shall be paid or will be payable on the unpaid balance. No cost of living adjustment will be applied to the unpaid balance. Payments cannot be accelerated or deferred.		

Pursuant to RCW 51.32.040 and RCW 74.20A.260, the lump sum amount is subject to collection action by the Division of Child Support (DCS). If the Claimant becomes indebted to the Department or the DCS in the future, the Claimant agrees that such future debt will be deducted from any remaining payments but the payment will not be above the statutory maximum or below the statutory minimum.

Lifetime Expectancy Award

The parties agree the \$0.00 lump sum is intended to compensate the Claimant for diminished earning capacity during the Claimant's remaining life expectancy which is "Additional Life Exp." years according to the life tables published by the Social Security Administration.

Pursuant to Section #-Attorney's Fees of this agreement, the Claimant and "Claimant Atty Law Firm" agree to a 15% contingent fee. After deducting the 15% fee of \$0.00 from the Lump Sum, the net amount is \$0.00.

The Claimant's life expectancy constitutes a period of "LE Months" months or "LE Weeks" weeks and the lump sum is intended to compensate the Claimant for lost earning capacity at the rate of \$0.00 per month or about \$0.00 per week.

7. Overpayment

The parties acknowledge that the Claimant has an overpayment of \$0.00, due to a "Overpayment Reasons" which was previously paid to Claimant in an order dated "Order Date". The Claimant agrees to repay the overpayment amount of \$0.00 to the Department within 14 days of receiving the first lump sum payment described in Section 6 – Settlement Payment. The parties agree that the overpayment will then be satisfied.

8. Discharge of Payment

The obligation of the Department to make payments outlined in Section 6-Lump Sum Payment, shall be discharged when a valid check is mailed for the required amount to the last known address in the Department’s file. If the check is lost or otherwise not received, the Department, upon prompt notification of non-receipt, will reissue the check, subject to verification that the check has not been negotiated or otherwise cashed.

The Claimant must promptly notify the Department of any address change.

9. Claim Closure

It is the intent of the parties, that at the time this agreement becomes final, the Claim will either be closed or remain closed. The Claimant understands other than the payments provided in this agreement the Claimant will not receive any other benefits, including medical treatment, unless the Claimant’s Claim is reopened under Section #-Reopening.

The Claimant understands the Department will issue a ministerial order to implement the terms of this agreement including closing "Please Select" CLAIM # and making payments of lump sum as outlined in Section 6-Lump Sum Payment. Further, the parties intend that this ministerial order will operate to affirm any unaddressed protests and/or disputes. The ministerial order will be issued no later than fourteen (14) days after the agreement is approved by the Board and the revocation period has expired.

10. Medical Treatment

The parties stipulate that the Claimant "Select is/ is not" in need of further medically necessary and proper treatment and that all conditions related to the "Select Ind Inj/ Occ Dis" listed above in Section 2-Criteria to Settle the Impacted Claim "Select have/ have not" reached maximum medical improvement.

11. Future Treatment

Pursuant to statute RCW 51.04.063(2) (f) the Department acknowledges and agrees that the Claimant may need "type of treatment" as a result of the "Select Ind Inj/ Occ Dis" in claim CLAIM NUMBER, and agrees to provide such treatment without the need for the Claimant to establish objective worsening. To obtain coverage, prior to receiving "type of treatment" the Claimant must submit a reopening application signed by the Claimant’s treating physician indicating "type of treatment" "Select is/are" medically necessary and appropriate. The Department will reopen the Claim for the sole purpose of providing "type of treatment" and subsequent appropriate follow-up treatment. Such treatment and subsequent appropriate

follow-up treatment will be paid at the rates set in the Medical Aid Rules and Fee Schedule then in effect.

The Claimant acknowledges that the Claimant will not be entitled to receive any further disability benefits during any period of disability related to the "type of treatment." The Claimant also acknowledges that should the Claimant need additional treatment other than "type of treatment" and subsequent appropriate follow-up treatment, the Claimant will need to apply to reopen claim CLAIM NUMBER under Section #–Reopening, of this agreement, and the Claimant will need to establish that his or her conditions related to the industrial injury or occupational disease have objectively worsened.

12. Reopening

Pursuant to RCW 51.04.063 and RCW 51.32.160, the Claimant retains the right to file an application to reopen the Claim should the Claimant's conditions related to the Claimant's "Select Ind Inj/ Occ Dis" worsen. The Claimant may also file an application to reopen the Claim for condition(s) other than the Accepted Conditions, subject to the rules and regulations of the Industrial Insurance Act. The Claimant understands that the Claimant will be required to demonstrate aggravation of the condition in the Claim as contemplated by RCW 51.32.160 if the Claimant applies to reopen the Claim. Reopening is not guaranteed and the Department retains the right to deny the aggravation application should it determine there was no worsening of the Claimant's conditions, within the meaning of RCW 51.32.160. In the event the Department denies the aggravation application, the Claimant may appeal that decision pursuant to RCW 51.52.060. The Claimant further understands that any reopening will be limited to medical benefits only, and that even if the Claim is reopened, no further disability benefits will be paid.

For the purpose of reopening only, the parties stipulate the following are the Claimant's objective findings at time of closure:

a) **Claim 1**

- i) Date of Closure: Claim closure will occur with this agreement, so the date of closure will be the date this agreement becomes final. **Or Option #2** List Date/circumstance of closure.
- ii) Permanent Partial Disability: The Claimant "Select was/was not" rated for permanent partial impairment. On Claim "CLAIM 1", the Claimant's impairment rating is "Rating % or CAT" of the "location", which is fully compensated by this agreement.
Or Option #2
No PPD was awarded.
Or Option #3 (For Closed Claims)
The Claimant "Select was/was not" rated for permanent partial impairment. On Claim "CLAIM 1", the Claimant's impairment rating was "Rating % or CAT" of the

"location".

- iii) Physical Findings: On "Date", "Dr. Name", "MD", "Dr. Specialty", performed "IME/Med" with the following objective findings:

"Insert Findings"

13. Administration of the Claim During Board Approval Process

The Department agrees to continue to administer and provide all benefits due on the Claim until the date this agreement becomes final. Any unpaid bills for treatment provided under the Claim prior to the date of claim closure should be submitted to the Department within forty-five (45) days of claim closure, but in no case later than one (1) year following the date of the treatment or service.

14. Ability to Work

Nothing in this agreement will prevent the Claimant from returning to work full time or part time, paid or unpaid.

15. Future Claims

If the Claimant returns to work, and suffers a further industrial injury or occupational disease, the Claimant may file a new claim and receive appropriate benefits if the claim is allowed.

16. Parties' Understandings

The parties acknowledge and agree that each understands and agrees to the terms of this agreement, and has entered into this agreement knowingly and willingly. No party has been harassed or coerced to participate in this agreement. The parties have represented the facts and the law to each other to the best of their knowledge. The parties represent that this agreement is not the result of a material misrepresentation of law or fact and that the agreement is reasonable under the circumstances. Finally, the parties acknowledge and agree that this agreement will bind each to all aspects of the Claim except for medical benefits.

In addition:

a) Claimant

- i) Industrial Insurance Benefits: The Claimant acknowledges, agrees and understands that by entering into this agreement the Claimant will receive no other benefits related to the Claim except as outlined in this agreement. The Claimant acknowledges that the Claimant could have continued to pursue additional benefits under the Claim (benefits such as financial disability payments or additional vocational services), but instead opted to enter into this agreement. The Claimant understands their rights under RCW 51.04.063.
- ii) Other Benefits Potentially Impacted: The Claimant acknowledges, agrees and understands that by entering into this agreement there is a chance that other government

benefits that the Claimant is receiving, or may be entitled to receive in the future, may be impacted.

1) Social Security Benefits

If the IW is **not** receiving Social Security use the following language:

The Claimant is not currently receiving social security benefits but understands that future social security benefits should not be impacted as long as the Social Security Administration follows its published rules and policies. *See POMS DI 52150.065A.*

If the IW is receiving Social Security use the following language:

The Claimant is currently receiving social security benefits and understands that social security benefits should not be impacted as long as the Social Security Administration follows its published rules and policies. *See POMS DI 52150.065A.*

2) Medicare Benefits

The Claimant further understands that because this agreement does not compromise any rights to medical treatment under the Claim, there should be no impact on Medicare benefits.

3) Other Benefits

Option #1

The Claimant has confirmed that any other benefits that the Claimant may receive will not be impacted by this agreement.

Or Option #2

The Claimant is not receiving any other benefits.

b) Department

i) Allowance Order: The Department acknowledges, agrees and understands that this agreement does not set aside or reverse the allowance order on the Claim.

ii) No Other Fund Impacted: The Department represents that this agreement does not subject any Department funds covered under Title 51 RCW to any responsibility or burden without prior approval from the director or his designee. The Department further represents that this agreement has been approved by the director or his designee.

c) Employer

i) Claim 1

Option #1

(1) No Employer Affected: "Employer 1" is not affected by this agreement. This agreement does not subject any other employer to any responsibility or burden under this or any other claim.

Or Option #2

- (1) No Employer Affected: The Department determined that there are no chargeable employers for this claim. Therefore, no employer is a party to this agreement.

Or Option #3

- (1) Employer Not a Party: "Employer 1", "Please Select". Therefore, "Employer 1" is not considered a party to this agreement pursuant to RCW 51.04.063. This agreement does not subject any other employer to any responsibility or burden under this or any other claim.

Or Option #4

- (1) Allowance Order: "Employer 1" acknowledges, agrees and understands that this agreement does not set aside or reverse the allowance order.
Choose Correct Premium Impact Paragraph
- (2) Premium Impact: "Employer 1" acknowledges, agrees and understands that the total lump sum payment of \$0.00 will be considered a claim cost and will be used per WAC 296-17-855 to determine future experience modification and per WAC 296-17B-400 to determine future retrospective rating adjustments.
- (3) Premium impact: Employer 1 acknowledges, agrees, and understand that x% of the total lump sum payment of y dollars (or \$xxx) will be considered a claim cost and will be used per WAC 296-17-855 to determine future experience modification and per WAC 296-17B-400 to determine future retrospective rating adjustments.

Option #5 Waiver Language

- (1) Employer Not a Party: "Employer 1" waived participation. Therefore, "Employer 1" is not considered a party to this agreement, but the total lump sum payment of \$0.00 will be considered a claim cost and will be used per WAC 296-17-855 to determine future experience modification and per WAC 296-17B-400 to determine future retrospective rating adjustments. This agreement does not subject any other employer to any responsibility or burden under this or any other claim.

17. Medicare Coverage

The parties acknowledge and warrant that it is not the purpose of this agreement to shift to Medicare, Medicaid or any other government program the responsibility for payment of medical expenses for the treatment of industrial injury or occupational disease related conditions.

To the best of the parties' abilities, they have tried to be clear that this agreement covers only the medical conditions accepted and covered under Claim, as outlined in this agreement. Other medical conditions are not covered except as provided in Section #-Reopening. If the accepted medical conditions outlined in this agreement should worsen and require treatment, the Claimant understands and accepts responsibility to seek treatment for those conditions by following the process outlined in Section #-Reopening.

The Claimant's right to future treatment for the "Select Ind Inj/ Occ Dis" is not being compromised by this agreement; therefore the Claimant and the Department do not expect that

there will be any impact to the Claimant's Medicare benefits. Nevertheless, the Claimant knowingly and voluntarily accepts responsibility for this risk and waives any and all claims of any nature and/or damages against the Department should Medicare take such action, including but not limited to a Private Cause of Action against the Department under the Medicare Secondary Payer Act (MSP) pursuant to 42 USC § 1395y(b)(3)(A). If the Claimant decides to seek treatment for the accepted medical conditions outlined in this agreement without going through the Department and Medicare finds it covered and provided for treatment that should have been paid for by funds associated with the worker's industrial insurance claim, the Claimant agrees to accept responsibility for all costs and penalties for that treatment assessed by Medicare, Medicare Secondary Payer Recovery Contractor, CMS, Collection agencies, or any other governmental entity's claims, actions, judgments or settlements.

18. Assignability

The Claimant will not and has not already agreed to sell, mortgage, encumber or otherwise assign any part of the payments. All payments will be made to the Claimant except in the event of the Claimant's death. In the event of the Claimant's death prior to the final payment, payment will be made in accordance with Section #-Claimant's Beneficiaries.

19. Claimant's Beneficiaries

In the event of the Claimant's death prior to final payment, remaining payments will be made in accordance with the schedule in Section 6-Lump Sum Payment to such person or entity as designated in writing on a form acceptable to the Department. If no such designation has been made, or the person is not living at the time, such payment will be made to the Claimant's estate.

20. Attorney Fees

Each party shall pay all attorney's fees and costs arising from the actions of its own counsel in connection with the administration of the Claim and this agreement up to the date this agreement becomes final. This provision is not intended to affect any rights the Claimant may have under RCW 51.52.130 to obtain attorney fees in any future superior court appeal regarding the Claim.

Pursuant to RCW 51.52.120, fees for attorney services are limited to 15% of the total payments made under Section 6-Lump Sum Payment as compensation for work done in connection with this agreement.

21. Filing for Approval

The parties acknowledge that this agreement must be approved by the Board, and that the Department will be responsible for filing for such approval pursuant to Board rules. The Department will file for approval no later than ten (10) days after receiving signed copies from all parties and will send notification to all other parties upon filing.

22. Revocation

Any party may revoke this agreement by providing written notice to the other parties, and to the Board (if the agreement has been submitted to the Board for approval). A party may revoke this agreement no later than thirty (30) days after the date that the agreement is approved by the Board regardless of the date a party receives the Board's approval of this agreement.

23. Governing Law

This agreement will be construed and interpreted in accord with the laws of the State of Washington, specifically the Washington Industrial Insurance Act. Pursuant to RCW 51.04.063 the parties acknowledge and agree that if aggrieved by the failure of any other party to comply with the terms of this agreement, the aggrieved party has one (1) year from the date of failure to petition to the Board.

Furthermore, the parties acknowledge and agree that should the Board find a party has failed to comply with the agreement; the Board will impose a penalty of up to 25% of the monetary amount unpaid at the time the petition for noncompliance is filed.

The Superior Court of Washington will have no original jurisdiction to hear claims or disputes arising from failure to comply with this agreement, and the parties acknowledge that the Board has exclusive jurisdiction to hear any and all disputes regarding compliance with this agreement.

The Board will also decide any disputes related to attorneys' fees for services related to this agreement.

24. Comprehensive Document

All parties acknowledge that before entering into this agreement, each has had the opportunity to discuss this agreement with an attorney of their choosing and to obtain legal and income tax advice regarding the possible consequences of this agreement. The terms of this agreement have been completely read and are fully understood and voluntarily accepted.

This agreement consists of # pages, and sets forth in full all the terms and conditions agreed upon by the parties. There are not any other agreements, representations or promises, verbal or otherwise, regarding the subject matter of this agreement.

25. Best Interests of the Claimant

After considering all the factors outlined above, the Claimant believes that this agreement is in the Claimant's best interest.

Parties to the Agreement:

"Claimant Name" Date

Debra Hatzialexiou Date
Program Manager
Washington State
Department of Labor and Industries

"Claimant Atty" WSBA # "Atty Bar #" Date
Representing: "Claimant Name"

Approved as to form only:
Michael Duggan or Jacquelyn R. Findley (on
file) "Date Approved by AAG"

"Employer 1 Rep Name" Date
Representing: "Employer 1"

Michael Duggan, WSBA #44910 Date
Assistant Attorney General
Jacquelyn R. Findley, WSBA #14612
Senior Counsel
Representing: Department of Labor and Industries

CLAIM RESOLUTION AGREEMENT
 BETWEEN
 THE DEPARTMENT OF LABOR AND INDUSTRIES,
 "CLAIMANT NAME" AND "EMPLOYER 1"

The Department of Labor and Industries (Department) and "Claimant Name" (Claimant) and "Employer 1", represented by "Employer 1 Rep Name", "Employer 1 Rep Title" enter into this agreement pursuant to RCW 51.04.063 to resolve all issues within claim number "CLAIM 1" (Claim), and to seek approval of this agreement from the Board of Industrial Insurance Appeals (Board).

1. Parties to the Agreement

Pursuant to RCW 51.04.063, the parties to this agreement are:

a. Claimant

Name	"Claimant Name"
Claimant Address	"Claimant Address" "City", "STATE" "Zip Code" "Phone Number" Email: "Email Address"
Represented by	Unrepresented

b. Department

Washington State Department of Labor and Industries	
Address	Debra Hatzialexiou Program Manager PO Box 44270 Olympia, WA 98504-4270 360-902-6695 Email: Debra.Hatzialexiou@lni.wa.gov

c. Employer

"CLAIM 1"	
"Employer 1"	
Address	"Employer 1 Address" "City", "STATE" "Zip Code" "Phone Number" Email: "Employer 1 Email"

Represented by	"Employer 1 Rep Name" "Employer 1 Rep Title"
<p>Option#2- Employer Waiver (remove this box if not using this paragraph) The employer, "Employer 1", has signed a waiver to their rights as a party to this agreement dated "Employer 1 Waiver Date" and is not considered a party to this agreement pursuant to RCW 51.04.063.</p>	

No other employer is subject to any responsibility or burden under the Claim or any other claim.

2. Criteria to Settle the Impacted Claim

The parties agree that the following information is true and correct.

Claimant Criteria to Settle	
Date of Birth and Age of Claimant	"Claimant Dob" Claimant is "Age" years of age.
Gender	" Select Male/Female"
Life Expectancy of Claimant	"Claimant Total Years" years pursuant to the tables provided by the Social Security Administration. Claimant is expected to live an additional "Additional Life Exp." years. ("Additional Life Exp." x 12 months = "LE Months" months) ("Additional Life Exp." x 52 weeks = "LE Weeks" weeks)
Marital Status	"Select Married/Single"
Dependents	"0"
Other Benefits	The Claimant is receiving social security "Please Select" benefits in the amount of \$0.00 per month. "The Claimant is not receiving social security or any other benefits."

CLAIM 1	
Claim Number	"CLAIM 1"
Date of "Select II/OD"	"Doi/Dom"
Description of "Please Select"	"CAUSE"
Nature and Extent of Condition and Disability	"EFFECT ON IW"
Date Claim Received by Department	"Date Received"
Date of Claim Allowance	Claim was allowed by Department order dated "Date Of Allowance Order".
Date Allowance Order Became Final	The allowance order became final sixty (60) days after Claimant received the order, which would have been on or about "Date Allowance Order Final".
Claim Status	Open. The Claimant is currently receiving "Please Select" in the amount of \$0.00 per month and vocational benefits. Time loss compensation is being offset because of the social security benefit paid to the Claimant. The Claimant's accepted medical conditions "Select are/arenot" at maximum medical improvement. Or Option #2 Closed by order dated " ".
Closing Order	This Claim is currently open. This Claim will be closed as part of this agreement. Or Option #2 This Claim was closed by order and will remain closed as part of this agreement.
Condition(s)	
Accepted Conditions	"Accepted Conditions" ¹ ¹ Hereafter referred to as Accepted Conditions
Denied Conditions	"Denied Conditions" ² ² Hereafter referred to as Denied Conditions

3. Claims Not Impacted

The parties agree the scope of this agreement is limited to the Claim outlined above and no other claims are impacted by this agreement.

4. No Further Disability Entitlement

In consideration for the lump sum amount listed in Section 6-Lump Sum Payment, the Claimant relinquishes any further Washington Industrial Insurance Act disability benefits or payments to which the Claimant may be entitled under the Claim. Disability benefits include payment of

time loss compensation (wage loss), loss of earning power (partial wage loss), permanent partial disability and/or pension benefits.

5. Vocational Entitlement

In consideration for the lump sum amount set forth in Section 6-Lump Sum Payment, the Claimant relinquishes any further Washington Industrial Insurance Act vocational benefits/services to which the Claimant may be entitled under the Claim. The Claimant understands that vocational benefits/services include vocational assessment, vocational plan development and job retraining

6. Lump Sum Payment

In consideration of the release above, and for this agreement, the Department agrees to pay the Claimant a lump sum of \$0.00. This lump sum is being paid to the Claimant for disabilities related to the Claimant’s work-related conditions which will interfere with the Claimant’s ability to engage in gainful employment for the remainder of the Claimant’s life. None of this amount should be considered as payment to segregate any condition which may be related to the Claim. While the agreement is for a lump sum amount of \$0.00, pursuant to the requirements set out in RCW 51.04.063(2)(c), this lump sum shall be paid as outlined below:

Payment Schedule of Lump Sum		
Payment Amount	Payment Schedule	Statutory Range
\$0.00	The initial payment will be made within fourteen (14) days after the revocation period has expired.	This payment is at least 25% but not more than six (6) times the state’s average monthly wage.
"# of Payments" X \$0.00 = \$0.00	"# of Payments" subsequent monthly payments of \$0.00 each to be paid monthly beginning the month following the initial payment.	Each payment is at least 25% but not more than 150% of the state’s average monthly wage.
\$0.00	One (1) final payment of \$0.00 will be paid in the # month. This will fully satisfy the Department’s obligation to pay the agreed \$0.00.	This payment is at least 25% but not more than 150% of the state’s average monthly wage.
Total Lump Sum	\$0.00	
No interest shall be paid or will be payable on the unpaid balance. No cost of living adjustment will be applied to the unpaid balance. Payments cannot be accelerated or deferred.		

Pursuant to RCW 51.32.040 and RCW 74.20A.260, the lump sum amount is subject to collection action by the Division of Child Support (DCS). If the Claimant becomes indebted to

the Department or the DCS in the future, the Claimant agrees that such future debt will be deducted from any remaining payments but the payment will not be above the statutory maximum or below the statutory minimum.

Lifetime Expectancy Award

The parties agree the \$0.00 lump sum is intended to compensate the Claimant for diminished earning capacity during the Claimant's remaining life expectancy which is "Additional Life Exp." years according to the life tables published by the Social Security Administration.

The Claimant's life expectancy constitutes a period of "LE Months" months or "LE Weeks" weeks and the lump sum is intended to compensate the Claimant for lost earning capacity at the rate of \$0.00 per month or about \$0.00 per week

7. Overpayment

The parties acknowledge that the Claimant has an overpayment of \$0.00, due to a "Overpayment Reasons" which was previously paid to Claimant in an order dated "Order Date". The Claimant agrees to repay the overpayment amount of \$0.00 to the Department within 14 days of receiving the first lump sum payment described in Section 6 – Settlement Payment. The parties agree that the overpayment will then be satisfied.

8. Discharge of Payment

The obligation of the Department to make payments outlined in Section 6-Lump Sum Payment, shall be discharged when a valid check is mailed for the required amount to the last known address in the Department's file. If the check is lost or otherwise not received, the Department, upon prompt notification of non-receipt, will reissue the check, subject to verification that the check has not been negotiated or otherwise cashed.

The Claimant must promptly notify the Department of any address change.

9. Claim Closure

It is the intent of the parties, that at the time this agreement becomes final, the Claim will either be closed or remain closed. The Claimant understands other than the payments provided in this agreement the Claimant will not receive any other benefits, including medical treatment, unless the Claimant's Claim is reopened under Section #-Reopening.

The Claimant understands the Department will issue a ministerial order to implement the terms of this agreement including closing "Please Select" CLAIM # and making payments of lump sum as outlined in Section 6-Lump Sum Payment. Further, the parties intend that this ministerial order will operate to affirm any unaddressed protests and/or disputes. The ministerial order will be issued no later than fourteen (14) days after the agreement is approved by the Board and the revocation period has expired.

10. Medical Treatment

The parties stipulate that the Claimant "Select is/ is not" in need of further medically necessary and proper treatment and that all conditions related to the "Select Ind Inj/ Occ Dis" listed above in Section 2-Criteria to Settle the Impacted Claim "Select have/ have not" reached maximum medical improvement.

11. Future Treatment

Pursuant to statute RCW 51.04.063(2)(f) the Department acknowledges and agrees that the Claimant may need "type of treatment" as a result of the "Select Ind Inj/ Occ Dis" in claim CLAIM NUMBER, and agrees to provide such treatment without the need for the Claimant to establish objective worsening. To obtain coverage, prior to receiving "type of treatment" the Claimant must submit a reopening application signed by the Claimant's treating physician indicating "type of treatment" "Select is/are" medically necessary and appropriate. The Department will reopen the Claim for the sole purpose of providing "type of treatment" and subsequent appropriate follow-up treatment. Such treatment and subsequent appropriate follow-up treatment will be paid at the rates set in the Medical Aid Rules and Fee Schedule then in effect.

The Claimant acknowledges that the Claimant will not be entitled to receive any further disability benefits during any period of disability related to the "type of treatment." The Claimant also acknowledges that should the Claimant need additional treatment other than "type of treatment" and subsequent appropriate follow-up treatment, the Claimant will need to apply to reopen claim CLAIM NUMBER under Section #—Reopening, of this agreement, and the Claimant will need to establish that his or her conditions related to the industrial injury or occupational disease have objectively worsened.

12. Reopening

Pursuant to RCW 51.04.063 and RCW 51.32.160, the Claimant retains the right to file an application to reopen the Claim should the Claimant's conditions related to the Claimant's "Select Ind Inj/ Occ Dis" worsen. The Claimant may also file an application to reopen the Claim for condition(s) other than the Accepted Conditions, subject to the rules and regulations of the Industrial Insurance Act. The Claimant understands that the Claimant will be required to demonstrate aggravation of the condition in the Claim as contemplated by RCW 51.32.160 if the Claimant applies to reopen the Claim. Reopening is not guaranteed and the Department retains the right to deny the aggravation application should it determine there was no worsening of the Claimant's conditions, within the meaning of RCW 51.32.160. In the event the Department denies the aggravation application, the Claimant may appeal that decision pursuant to RCW 51.52.060. The Claimant further understands that any reopening will be limited to medical benefits only, and that even if the Claim is reopened, no further disability benefits will be paid.

For the purpose of reopening only, the parties stipulate the following are the Claimant's objective findings at time of closure:

a) **Claim 1**

i) Date of Closure: Claim closure will occur with this agreement, so the date of closure will be the date this agreement becomes final. **Or Option #2** List Date/circumstance of closure.

ii) Permanent Partial Disability: The Claimant "Select was/was not" rated for permanent partial impairment. On Claim "CLAIM 1", the Claimant's impairment rating is "Rating % or CAT" of the "location", which is fully compensated by this agreement.

Or Option #2

No PPD was awarded.

Or Option #3 (For Closed Claims)

The Claimant "Select was/was not" rated for permanent partial impairment. On Claim "CLAIM 1", the Claimant's impairment rating was "Rating % or CAT" of the "location".

iii) Physical Findings: On "Date", "Dr. Name", "MD", "Dr. Specialty", performed "IME/Med" with the following objective findings:

"Insert Findings"

13. Administration of the Claim During Board Approval Process

The Department agrees to continue to administer and provide all benefits due on the Claim until the date this agreement becomes final. Any unpaid bills for treatment provided under the Claim prior to the date of claim closure should be submitted to the Department within forty-five (45) days of claim closure, but in no case later than one (1) year following the date of the treatment or service.

14. Ability to Work

Nothing in this agreement will prevent the Claimant from returning to work full time or part time, paid or unpaid.

15. Future Claims

If the Claimant returns to work, and suffers a further industrial injury or occupational disease, the Claimant may file a new claim and receive appropriate benefits if the claim is allowed.

16. Parties' Understandings

The parties acknowledge and agree that each understands and agrees to the terms of this agreement, and has entered into this agreement knowingly and willingly. No party has been harassed or coerced to participate in this agreement. The parties have represented the facts and the law to each other to the best of their knowledge. The parties represent that this agreement is not the result of a material misrepresentation of law or fact and that the agreement is reasonable under the circumstances. Finally, the parties acknowledge and agree that this agreement will bind each to all aspects of the Claim except for medical benefits.

In addition:

a) Claimant

- i) Industrial Insurance Benefits: The Claimant acknowledges, agrees and understands that by entering into this agreement the Claimant will receive no other benefits related to the Claim except as outlined in this agreement. The Claimant acknowledges that the Claimant could have continued to pursue additional benefits under the Claim (benefits such as financial disability payments or additional vocational services), but instead opted to enter into this agreement. The Claimant understands their rights under RCW 51.04.063.
- ii) Other Benefits Potentially Impacted: The Claimant acknowledges, agrees and understands that by entering into this agreement there is a chance that other government benefits that the Claimant is receiving, or may be entitled to receive in the future, may be impacted.

1) Social Security Benefits

If the IW is **not** receiving Social Security use the following language:

The Claimant is not currently receiving social security benefits but understands that future social security benefits should not be impacted as long as the Social Security Administration follows its published rules and policies. *See POMS DI 52150.065A.*

If the IW **is** receiving Social Security use the following language:

Option #1 – Social Security Benefits (Retirement)

The Claimant is receiving social security retirement (not disability) benefits, so there is no risk of social security offsetting these payments.

Or Option #2 – Social Security Benefits (Disability)

The Claimant understands that the Claimant's social security benefits should not be impacted as long as the Social Security Administration continues to follow its current published rules and policies. *Per POMS DI 52150.065A*, the Social Security Administration will not offset if the Claimant's social security benefit combined with their prorated net lump sum is less than the Claimant's 80% Average Current

Earnings (ACE). Therefore, no offset or reduction in the Claimant's social security benefits are expected to result from this agreement.

The Claimant's 80% ACE figure is \$0.00 and was calculated using the Claimant's highest years wages which were approximately \$0.00. The Claimant's social security rate, absent any social security offset, is \$0.00 per month. Since \$0.00 plus \$0.00 (the Claimant's net lump sum amount prorated over the Claimant's life expectancy) equals \$0.00 and is thus less than the Claimant's 80% ACE figure, no offset/reduction in the Claimant's social security benefits should result from this agreement. *See POMS DI 52150.065A.*

2) Medicare Benefits

The Claimant further understands that because this agreement does not compromise any rights to medical treatment under the Claim, there should be no impact on Medicare benefits.

3) Other Benefits

Option #1

The Claimant has confirmed that any other benefits that the Claimant may receive will not be impacted by this agreement.

Or Option #2

The Claimant is not receiving any other benefits.

b) Department

i) Allowance Order: The Department acknowledges, agrees and understands that this agreement does not set aside or reverse the allowance order on the Claim.

ii) No Other Fund Impacted: The Department represents that this agreement does not subject any Department funds covered under Title 51 RCW to any responsibility or burden without prior approval from the director or his designee. The Department further represents that this agreement has been approved by the director or his designee.

c) Employer

i) Claim 1

(1) Allowance Order: "Employer 1" acknowledges, agrees and understands that this agreement does not set aside or reverse the allowance order.

Choose Correct Premium Impact Paragraph

(2) Premium Impact: "Employer 1" acknowledges, agrees and understands that the total lump sum payment of \$0.00 will be considered a claim cost and will be used per WAC 296-17-855 to determine future experience modification and per WAC 296-17B-400 to determine future retrospective rating adjustments.

- (3) Premium impact: Employer 1 acknowledges, agrees, and understand that x% of the total lump sum payment of y dollars (or \$xxx) will be considered a claim cost and will be used per WAC 296-17-855 to determine future experience modification and per WAC 296-17B-400 to determine future retrospective rating adjustments.

Option #2 Waiver Language

- (1) Employer Not a Party: "Employer 1" waived participation. Therefore, "Employer 1" is not considered a party to this agreement, but the total lump sum payment of \$0.00 will be considered a claim cost and will be used per WAC 296-17-855 to determine future experience modification and per WAC 296-17B-400 to determine future retrospective rating adjustments. This agreement does not subject any other employer to any responsibility or burden under this or any other claim.

17. Medicare Coverage

The parties acknowledge and warrant that it is not the purpose of this agreement to shift to Medicare, Medicaid or any other government program the responsibility for payment of medical expenses for the treatment of industrial injury or occupational disease related conditions.

To the best of the parties' abilities, they have tried to be clear that this agreement covers only the medical conditions accepted and covered under Claim, as outlined in this agreement. Other medical conditions are not covered except as provided in Section #-Reopening. If the accepted medical conditions outlined in this agreement should worsen and require treatment, the Claimant understands and accepts responsibility to seek treatment for those conditions by following the process outlined in Section #-Reopening.

The Claimant's right to future treatment for the "Select Ind Inj/ Occ Dis" is not being compromised by this agreement; therefore the Claimant and the Department do not expect that there will be any impact to the Claimant's Medicare benefits. Nevertheless, the Claimant knowingly and voluntarily accepts responsibility for this risk and waives any and all claims of any nature and/or damages against the Department should Medicare take such action, including but not limited to a Private Cause of Action against the Department under the Medicare Secondary Payer Act (MSP) pursuant to 42 USC § 1395y(b)(3)(A). If the Claimant decides to seek treatment for the accepted medical conditions outlined in this agreement without going through the Department and Medicare finds it covered and provided for treatment that should have been paid for by funds associated with the worker's industrial insurance claim, the Claimant agrees to accept responsibility for all costs and penalties for that treatment assessed by Medicare, Medicare Secondary Payer Recovery Contractor, CMS, Collection agencies, or any other governmental entity's claims, actions, judgments or settlements.

18. Assignability

The Claimant will not and has not already agreed to sell, mortgage, encumber or otherwise assign any part of the payments. All payments will be made to the Claimant except in the event

of the Claimant's death. In the event of the Claimant's death prior to the final payment, payment will be made in accordance with Section #-Claimant's Beneficiaries

19. Claimant's Beneficiaries

In the event of the Claimant's death prior to final payment, remaining payments will be made in accordance with the schedule in Section 6-Lump Sum Payment to such person or entity as designated in writing on a form acceptable to the Department. If no such designation has been made, or the person is not living at the time, such payment will be made to the Claimant's estate.

20. Attorney Fees

Each party shall pay all attorney's fees and costs arising from the actions of its own counsel in connection with the administration of the Claim and this agreement up to the date this agreement becomes final. This provision is not intended to affect any rights the Claimant may have under RCW 51.52.130 to obtain attorney fees in any future superior court appeal regarding the Claim.

Pursuant to RCW 51.52.120, fees for attorney services are limited to 15% of the total payments made under Section 6-Lump Sum Payment as compensation for work done in connection with this agreement.

21. Filing for Approval

The parties acknowledge that this agreement must be approved by the Board, and that the Department will be responsible for filing for such approval pursuant to Board rules. The Department will file for approval no later than ten (10) days after receiving signed copies from all parties and will send notification to all other parties upon filing.

22. Revocation

Any party may revoke this agreement by providing written notice to the other parties, and to the Board (if the agreement has been submitted to the Board for approval). A party may revoke this agreement no later than thirty (30) days after the date that the agreement is approved by the Board regardless of the date a party receives the Board's approval of this agreement.

23. Governing Law

This agreement will be construed and interpreted in accord with the laws of the State of Washington, specifically the Washington Industrial Insurance Act. Pursuant to RCW 51.04.063 the parties acknowledge and agree that if aggrieved by the failure of any other party to comply with the terms of this agreement, the aggrieved party has one (1) year from the date of failure to petition to the Board.

Furthermore, the parties acknowledge and agree that should the Board find a party has failed to comply with the agreement; the Board will impose a penalty of up to 25% of the monetary amount unpaid at the time the petition for noncompliance is filed.

The Superior Court of Washington will have no original jurisdiction to hear claims or disputes arising from failure to comply with this agreement, and the parties acknowledge that the Board has exclusive jurisdiction to hear any and all disputes regarding compliance with this agreement.

The Board will also decide any disputes related to attorneys' fees for services related to this agreement.

24. Comprehensive Document

All parties acknowledge that before entering into this agreement, each has had the opportunity to discuss this agreement with an attorney of their choosing and to obtain legal and income tax advice regarding the possible consequences of this agreement. The terms of this agreement have been completely read and are fully understood and voluntarily accepted.

This agreement consists of # pages, and sets forth in full all the terms and conditions agreed upon by the parties. There are not any other agreements, representations or promises, verbal or otherwise, regarding the subject matter of this agreement.

25. Best Interests of the Claimant

After considering all the factors outlined above, the Claimant believes that this agreement is in the Claimant's best interest.

Parties to the Agreement:

"Claimant Name" Date

Debra Hatzialexiou Date
Program Manager
Washington State
Department of Labor and Industries

"Employer 1 Rep Name" Date
Representing: "Employer 1"

Approved as to form only:
Michael Duggan or Jacquelyn R. Findley (on file) "Date Approved by AAG"

Michael Duggan, #44910 Date
Assistant Attorney General
Jacquelyn R. Findley, WSBA # 14612
Senior Counsel
Representing: Department of Labor and Industries



DESIGNATION OF BENEFICIARY CLAIM RESOLUTION

Claimant:	Claim Number:	BIIA Docket Number:
-----------	---------------	---------------------

I, _____, hereby designate the following beneficiary (or beneficiaries) to receive any benefits payable under the terms of the Claim Resolution Structured Settlement Agreement entered into under the above-referenced claim number, should I die before the contract has been paid in full, and hereby revoke any previous beneficiary designations under the above referenced agreement.

Primary Beneficiary

Last Name:	First Name:	Middle Initial:
Relationship:	Date of Birth:	Social Security #

Contingent Beneficiary

Last Name:	First Name:	Middle Initial:
Relationship:	Date of Birth:	Social Security #

_____ Date

_____ Signature

STATE OF _____

COUNTY OF _____

On this day personally appeared before me _____ to me known to be the individual who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires: _____

Suggested claimant questions for CRSSA conferences

[based on checklist and unique Agreement terms – please ask any appropriate follow up questions]

1. Name?
2. Current address?
3. How long at address?
4. Prior address (if appropriate)?
5. DOB?
6. Age as of date of testimony?
7. Marital status?
8. Spouse or other residing with claimant?
9. Date of most recent dissolution (if appropriate)?
10. Minor children /dependents residing with claimant?
11. Educational background?
12. Currently employed?
13. Occupation?
14. Work history?
15. When did you last work?
16. Are you looking for employment?
17. Date of injury? [Note may be multiple claims involved in CRSSA]
[Repeat for multiple claims 17-32 as necessary]
18. Employer at time of injury?
19. What conditions were caused as a result of the injury?
20. Who do you consider to be your attending physician for this injury?
21. What treatment was received?
22. When did you last see your physician?
23. Have you discussed the agreement and closure of your claim with your physician?
24. Have you seen any other physicians since that time?
25. Describe your current condition(s)?
26. Do you believe further treatment is necessary?

27. Describe any residual limitations as a result of the injury?
28. Have you reviewed the medical reports in your claim?
29. To your knowledge, have all medical bills been paid under this claim?
30. Do you have any significant pre-existing conditions?
31. Have you had any other significant injuries since the injury in this claim?
32. Did you receive time-loss compensation benefits?
33. What was the amount of your monthly time-loss compensation benefit?
34. When did your time-loss compensation benefits end?
35. Please discuss your monthly income(s). (Be specific)
36. Please discuss your monthly expenses. (Be specific)
37. Please discuss any debt(s) you have. (Be specific)
38. Please discuss your plans for what you intend to do with the CRSSA monies.
39. If your monthly expenses exceed your monthly income(s), how is this in your best financial interest?
40. Discuss Periodic Payment provided in Agreement (Amount, length of payments)
41. Are you receiving benefits from any other source (i.e. SS Disability)?
42. Do you understand the impact of this Agreement may have on your other benefits? Explain

Social Security (i.e. SS Disability) offset

- a. Have you taken this agreement to the Social Security Office for review?
- b. Have you had an attorney review this agreement?
- c. Do you understand what a SS offset (reduction in benefits) means?
- d. Can you describe what you may be giving up if Social Security determines an offset applies?

Medicare set-Aside – Indemnification Clause (if applicable)

43. Did you receive vocational benefits under this claim?
44. When did the vocational benefits end?
45. Please describe your vocational plans?
46. Do you have any reason to disagree with the estimated life expectancy stated in the agreement?
47. Does the Claims Resolution Structured Settlement Agreement contain your signature?
48. Is it your intention to have your claim resolved by this agreement?

49. Please describe the negotiations that have taken place between you and the employer; who initiated them?
50. Over what period of time did the negotiations occur prior to the agreement being signed?
51. Have you sought any legal advice regarding this agreement?
52. Are you aware you have the right to retain your own attorney to negotiate with the Employer/Department?
53. Are you comfortable with your decision not to have an attorney review the agreement?
54. Have you sought assistance from the Office of the Ombuds for Self-Insured Workers (if appropriate)?
55. Were you aware, before you signed the agreement, that you could have sought that assistance?
56. Were you pressured by anyone to sign this agreement?
57. Were you under the influence of medication or alcohol when you signed the agreement?
58. Have you ever been treated for a mental health condition?
59. Do you understand you are not legally obligated to enter into this agreement?
60. Does the Claims Resolution Structured Settlement Agreement represent the entire agreement between you and the employer/Department?
61. Has anyone promised you anything that is not set forth in the agreement?
62. Did you read the agreement before you signed it?
63. Do you believe you have a thorough understanding of the agreement?
64. Please describe what you are gaining by entering into this agreement?
65. Please describe what benefits you are giving up by entering into this agreement?
66. Do you understand that if this agreement is approved, your claim will close?
67. Do you understand that when your claim closes, you will be waiving the right to appeal that closure?
68. Do you understand that you will retain the right to seek a reopening of your claim based upon objective worsening (if applicable) of the condition(s) proximately caused by the injury?
69. Do you understand that if you are successful in reopening your claim, your benefits will be limited to medical treatment only, even if you are unable to work or suffer a

permanent partial disability?

70. Do you believe the agreement is fair and reasonable?
71. Do you believe the agreement is in your best interests? Why?
72. Is there any further information that may be helpful in determining whether this agreement is in your best interests?
73. Has our discussion caused you to reconsider your decision to enter into this agreement?

RCW 51.04.063

Injured worker options—Claim resolution structured settlement agreements.

(1) Notwithstanding RCW **51.04.060** or any other provision of this title, beginning on January 1, 2012, an injured worker who is at least fifty-five years of age on or after January 1, 2012, fifty-three years of age on or after January 1, 2015, or fifty years of age on or after January 1, 2016, may choose from the following: (a) To continue to receive all benefits for which they are eligible under this title, (b) to participate in vocational training if eligible, or (c) to initiate and agree to a resolution of their claim with a structured settlement.

(2)(a) As provided in this section, the parties to an allowed claim may initiate and agree to resolve a claim with a structured settlement for all benefits other than medical. Parties as defined in (b) of this subsection may only initiate claim resolution structured settlements if at least one hundred eighty days have passed since the claim was received by the department or self-insurer and the order allowing the claim is final and binding. All requirements of this title regarding entitlement to and payment of benefits will apply during this period. All claim resolution structured settlement agreements must be approved by the board of industrial insurance appeals.

(b) For purposes of this section, "parties" means:

(i) For a state fund claim, the worker, the employer, and the department. The employer will not be a party if the costs of the claim or claims are no longer included in the calculation of the employer's experience factor used to determine premiums, if they cannot be located, are no longer in business, or they fail to respond or decline to participate after timely notice of the claim resolution settlement process provided by the board and the department.

(ii) For a self-insured claim, the worker and the employer.

(c) The claim resolution structured settlement agreements shall:

(i) Bind the parties with regard to all aspects of a claim except medical benefits unless revoked by one of the parties as provided in subsection (6) of this section;

(ii) Provide a periodic payment schedule to the worker equal to at least twenty-five percent but not more than one hundred fifty percent of the average monthly wage in the state pursuant to RCW **51.08.018**, except for the initial payment which may be up to six times the average monthly wage in the state pursuant to RCW **51.08.018**;

(iii) Not set aside or reverse an allowance order;

(iv) Not subject any employer who is not a signatory to the agreement to any responsibility or burden under any claim; and

(v) Not subject any funds covered under this title to any responsibility or burden without prior approval from the director or designee.

(d) For state fund claims, the department shall negotiate the claim resolution structured settlement agreement with the worker or their representative and with the employer or employers and their representative or representatives.

(e) For self-insured claims, the self-insured employer shall negotiate the agreement with the worker or his or her representative. Workers of self-insured employers who are unrepresented may request that the office of the ombuds for self-insured injured workers provide assistance or be present during negotiations.

(f) Terms of the agreement may include the parties' agreement that the claim shall remain open for future necessary medical or surgical treatment related to the injury where there is a reasonable expectation such treatment is necessary. The parties may also agree that specific future treatment shall be provided without the application required in RCW **51.32.160**.

(g) Any claim resolution structured settlement agreement entered into under this section must be in writing and signed by the parties or their representatives and must clearly state that the parties understand and agree to the terms of the agreement.

(h) If a worker is not represented by an attorney at the time of signing a claim resolution structured settlement agreement, the parties must forward a copy of the signed agreement to the board with a request for a conference with an industrial appeals judge. The industrial appeals judge must schedule a conference with all parties within fourteen days for the purpose of (i) reviewing the terms of the proposed settlement agreement by the parties; and (ii) ensuring the worker has an understanding of the benefits generally available under this title and that a claim resolution structured settlement agreement may alter the benefits payable on the claim or claims. The judge may schedule the initial conference for a later date with the consent of the parties.

(i) Before approving the agreement, the industrial appeals judge shall ensure the worker has an adequate understanding of the agreement and its consequences to the worker.

(j) The industrial appeals judge may approve a claim resolution structured settlement agreement only if the judge finds that the agreement is in the best interest of the worker. When determining whether the agreement is in the best interest of the worker, the industrial appeals judge shall consider the following factors, taken as a whole, with no individual factor being determinative:

(i) The nature and extent of the injuries and disabilities of the worker;

(ii) The age and life expectancy of the injured worker;

(iii) Other benefits the injured worker is receiving or is entitled to receive and the effect a claim resolution structured settlement agreement might have on those benefits; and

(iv) The marital or domestic partnership status of the injured worker.

(k) Within seven days after the conference, the industrial appeals judge shall issue an order allowing or rejecting the claim resolution structured settlement agreement. There is no appeal from the industrial appeals judge's decision.

(l) If the industrial appeals judge issues an order allowing the claim resolution structured settlement agreement, the order must be submitted to the board.

(3) Upon receiving the agreement, the board shall approve it within thirty working days of receipt unless it finds that:

(a) The parties have not entered into the agreement knowingly and willingly;

(b) The agreement does not meet the requirements of a claim resolution structured settlement agreement;

(c) The agreement is the result of a material misrepresentation of law or fact;

(d) The agreement is the result of harassment or coercion; or

(e) The agreement is unreasonable as a matter of law.

(4) If a worker is represented by an attorney at the time of signing a claim resolution structured settlement agreement, the parties shall submit the agreement directly to the board without the conference described in this section.

(5) If the board approves the agreement, it shall provide notice to all parties. The department shall place the agreement in the applicable claim file or files.

(6) A party may revoke consent to the claim resolution structured settlement agreement by providing written notice to the other parties and the board within thirty days after the date the agreement is approved by the board.

(7) To the extent the worker is entitled to any benefits while a claim resolution structured settlement agreement is being negotiated or during the revocation period of an agreement, the benefits must be paid pursuant to the requirements of this title until the agreement becomes final.

(8) A claim resolution structured settlement agreement that meets the conditions in this section and that has become final and binding as provided in this section is binding on all parties to the agreement as to its terms and the injuries and occupational diseases to which the agreement applies. A claim resolution structured settlement agreement that has become final and binding is not subject to appeal.

(9) All payments made to a worker pursuant to a final claim resolution structured settlement agreement must be reported to the department as claims costs pursuant to this title. If a self-insured employer contracts with a third-party administrator for claim services and the payment of benefits under

this title, the third-party administrator shall also disburse the structured settlement payments pursuant to the agreement.

(10) Claims closed pursuant to a claim resolution structured settlement agreement can be reopened pursuant to RCW **51.32.160** for medical treatment only. Further temporary total, temporary partial, permanent partial, or permanent total benefits are not payable under the same claim or claims for which a claim resolution structured settlement agreement has been approved by the board and has become final.

(11) Parties aggrieved by the failure of any other party to comply with the terms of a claim resolution structured settlement agreement have one year from the date of failure to comply to petition to the board. If the board determines that a party has failed to comply with an agreement, it will order compliance and will impose a penalty payable to the aggrieved party of up to twenty-five percent of the monetary amount unpaid at the time the petition for noncompliance was filed. The board will also decide on any disputes as to attorneys' fees for services related to claim resolution structured settlement agreements.

(12) Parties and their representatives may not use settlement offers or the claim resolution structured settlement agreement process to harass or coerce any party. If the department determines that an employer has engaged in a pattern of harassment or coercion, the employer may be subject to penalty or corrective action, and may be removed from the retrospective rating program or be decertified from self-insurance under RCW **51.14.030**.

(13) All information related to individual claims resolution structured settlement agreements submitted to the board of industrial insurance appeals, other than final orders from the board of industrial insurance appeals, is private and exempt from disclosure under chapter **42.56** RCW.

(14) Information gathered during the claims resolution structured settlement agreement process, including but not limited to forms filled out by the parties and testimony during a claims resolution structured settlement conference before the board of industrial insurance appeals, is a statement made in the course of compromise negotiations and is inadmissible in any future litigation.

[**2014 c 142 § 2**; **2013 c 23 § 104**; **2011 1st sp.s. c 37 § 302**.]

NOTES:

Rules—2011 1st sp.s. c 37 §§ 302 and 303: "The department of labor and industries and the board of industrial insurance appeals shall adopt rules as necessary to implement sections 302 and 303 of this act." [**2011 1st sp.s. c 37 § 305**.]

Finding—Effective date—2011 1st sp.s. c 37: See notes following RCW **51.32.090**.

WAC 263-12-052

Contents of claim resolution structured settlement agreement.

A claim resolution structured settlement agreement shall be submitted electronically with a signed copy of the agreement. If the worker is not represented by an attorney, the agreement shall contain all of the following information. If the worker is represented by an attorney, the agreement does not need to include the information requested in subsections (6) through (9) of this section:

- (1) The names and mailing addresses of the parties to the agreement;
- (2) The date of birth of the worker;
- (3) The date the claim was received by the department or the self-insured employer, and the claim number;
- (4) The date of the order allowing the claim and the date the order became final;
- (5) The payment schedule and amounts to be paid through the claim resolution structured settlement agreement;
- (6) The nature and extent of the injuries and disabilities of the worker and the conditions accepted and segregated in the claim;
- (7) The life expectancy of the worker;
- (8) Other benefits the worker is receiving or is entitled to receive and the effect that a claim resolution structured settlement agreement may have on those benefits;
- (9) The marital or domestic partnership status of the worker;
- (10) The number of dependents, if any, the worker has;
- (11) A statement that:
 - (a) The worker knows that he/she has the right to:
 - (i) Continue to receive all the benefits for which they are eligible under this title;
 - (ii) Participate in vocational training if eligible; or
 - (iii) Resolve their claim with a structured settlement;
 - (b) All parties have signed the agreement. If a state fund employer has not signed the agreement, a statement that:
 - (i) The cost of the settlement will no longer be included in the calculation of the employer's experience factor used to determine premiums; or
 - (ii) The employer cannot be located; or
 - (iii) The employer is no longer in business; or
 - (iv) The employer failed to respond or declined to participate after timely notice of the claim resolution settlement process provided by the department;
 - (c) The parties are seeking approval by the board of the agreement;
 - (d) The agreement binds parties with regard to all aspects of the claim except medical benefits;
 - (e) The periodic payment schedule is equal to at least twenty-five percent but not more than one hundred fifty percent of the average monthly wage in the state pursuant to RCW **51.08.018**, except for the initial payment which may be up to six times the average monthly wage in the state pursuant to RCW **51.08.018**;
 - (f) The agreement does not set aside or reverse an allowance order;
 - (g) The agreement does not subject any employer who is not a signatory to the agreement to any responsibility or burden under any claim;
 - (h) The agreement does not subject any department funds covered under the title to any responsibility or burden without prior approval from the director or his/her designee;
 - (i) The unrepresented worker or beneficiary of a self-insured employer was informed that he/she may request that the office of the ombudsman for self-insured injured workers provide assistance or be present during the negotiations;
 - (j) The claim will remain open for treatment or that the claim will be closed;

- (k) The worker will either be required to or not be required to demonstrate aggravation of accepted conditions as contemplated by RCW **51.32.160** if the worker applies to reopen the claim;
- (l) The parties understand and agree to the terms of the agreement;
- (m) The parties have entered into the agreement knowingly and willingly, without harassment or coercion;
- (n) The parties have represented the facts and the law to each other to the best of their knowledge;
- (o) The parties believe that the agreement is reasonable under the circumstances;
- (p) The parties know that they may revoke consent to the agreement by providing written notice to the other parties and the board within thirty days after the agreement is approved by the board;
- (q) The designation of the party that will apply for approval with the board;
- (r) Restrictions on the assignment, if any, of rights and benefits under the claim resolution structured settlement agreement.

[Statutory Authority: RCW **51.52.020**. WSR 14-24-105, § 263-12-052, filed 12/2/14, effective 1/2/15; WSR 11-23-154, § 263-12-052, filed 11/22/11, effective 12/23/11.]

WAC 263-12-054**Petition to enforce terms of claim resolution structured settlement agreement.**

A petition to enforce the terms of a claim resolution structured settlement agreement must include:

- (1) A copy of the agreement;
- (2) A copy of the board order approving the agreement;
- (3) A statement setting forth the basis for the parties' failure to comply with the agreement; and
- (4) The current mailing address of each party to the agreement.

[Statutory Authority: RCW **51.52.020**. WSR 11-23-154, § 263-12-054, filed 11/22/11, effective 12/23/11.]

Complete Chapter**Chapter 296-14A WAC****Last Update: 3/20/12****CLAIM RESOLUTION STRUCTURED SETTLEMENT AGREEMENTS****WAC Sections**

- 296-14A-010** Negotiating settlements—How is a structured settlement agreement negotiated in a state fund claim?
- 296-14A-020** Employers.
- 296-14A-030** Continuation of benefits—Do Title **51** RCW benefits stop during settlement negotiations?
- 296-14A-040** Settlement issues—Can issues outside of Title **51** RCW be settled as part of a structured settlement agreement?
- 296-14A-050** Future claims—Can future claims be settled as part of a structured settlement?
- 296-14A-060** Burden to Title **51** RCW funds—How does a self-insured employer obtain prior approval for a structured settlement agreement if the agreement will burden or impact any funds covered under Title **51** RCW?
- 296-14A-070** Protests—What if there is an outstanding protest on a claim that has a final settlement agreement?
- 296-14A-080** Payments—What is a periodic payment schedule?
- 296-14A-090** Prior agreements.