

### *Helpful Hints for a Smooth Settlement Approval Process*

- 1) In all cases, a completed WC-1 must be filed in ICMS or attached as a supplemental document.
- 2) In all cases, a Fee Contract and a complete itemization of any expenses being claimed must be filed as a supplemental document.
- 3) All parties, with their correct name and address, must appear in both ICMS and on the stipulation. Please update this information in ICMS, if needed, prior to filing the stipulation.
- 4) If an attorney no longer represents a party, they need to file a WC-108(b) withdrawing from the file and filing any lien as appropriate. Regardless of any lien, the attorney needs to file the WC-108(b) to withdraw. These issues should be addressed and resolved prior to the filing of the settlement documents.
- 5) If your stipulation says the claim being settled is “the only claim with Employer” or that “there are no other claims,” please make sure this is accurate. If it is not accurate, the parties can delete the inaccurate statement or revise the settlement to include the other claim.
- 6) Please make sure all calculations are correct. This includes attorney fees, expenses, the actual amount to Claimant, and the Hartman Language.
- 7) Hartman Language must be included for all claims where the settlement is \$5,000.00 or more.
- 8) In “no liability” cases, a WC-15 must be filed or attached as a supplemental document.
- 9) All “no liability” stipulations must state who is responsible for incurred medical expenses.
- 10) All liability stipulations must state that “all incurred medical expenses which were reasonable and necessary have been or will be paid by the employer/insurer.” See Board Rule 15(b)(2). Based on this, language which shifts responsibility for Medicare Conditional Payments on a wholesale basis to Claimant cannot be approved.
- 11) In liability stipulations, the most recent medical report or summary describing the employee’s medical condition, including any surgical history, should be filed as a supplemental document.

- 12) If medical benefits are being left open for an unspecified period of time at the time of the settlement, a second stipulation or consent order will need to be filed and approved in order for the entitlement to medical benefits to end. The second stipulation or consent order, not the first stipulation that leaves medical open, should include any terms surrounding the closing of medical benefits.
- 13) If the settlement includes the funding of a Medicare Set Aside (MSA), language requiring that Claimant hold the Employer/Insurer harmless and indemnify the Employer/Insurer shall be limited to actions involving Claimant's misadministration of MSA funds and statements regarding Employee's Medicare eligibility, entitlement, or status.
- 14) If the settlement includes a Medicare Set Aside (MSA) that is being funded with an annuity, the cost of the annuity, not just the payout, must be included in the settlement documents.
- 15) If any part of the settlement is being funded with an annuity, the settlement must include language indicating that in the event of a default or failure to pay by the third-party provider, Employer/Insurer will remain liable for payments.
- 16) Waivers and releases must be limited to those causes of action within the Board's jurisdiction. We suggest adding "under the Workers' Compensation Act" to any waiver or release language.