

2025 Proposed Rules and Form Changes-SBWC

Strikethroughs= Deletions; Underline=addition

Rule 15-Stipulated Settlements-Substantive revamp of

Rule 15(o)

The Settlement Committee has provided a revision to the proposed change to Rule 15(o) that clarifies that the “breakdown of compensation” does not include any reference to the amount of the settlement that covers medical expenses.

The revised proposed rule provides as follows:

Rule 15 (o)

In all no-liability settlements, the parties shall submit a Compensation Memorandum that specifies the amount to be paid to the claimant, any claimant’s attorney’s fees and expenses, the party responsible for outstanding medical expenses, and the language required by the foregoing subsections (l) and (m). The Compensation Memorandum shall be signed by all signatories to the No-Liability Stipulation prior to submission.

Current Language:

(l) The employee shall stipulate that there are no outstanding child support liens that would prohibit full disbursement of the settlement funds in this case.

(m) For settlements of \$5000.00 or more, the Board or any party to the settlement agreement may require that the settlement documents contain language which prorates the lump sum settlement over the life expectancy of the injured worker.

~~(o) In all no-liability settlements, the parties shall submit a statement specifying the party responsible for outstanding medical expenses.~~

Rule 61(b)(54) and Rule 200.1(II)(H)(3) Inconsistency

Rehabilitation Division Director Neil Thom explained to the committee that there is an inconsistency in the rules as Rule 61(b)(54) provides that any objection to any issue related to rehabilitation services must be filed within 20 days and Rule

200.1(II)(H)(3) provides that an objection to a change in rehabilitation supplier must be filed within 15 days. The consensus of the committee is that the inconsistency should be fixed and both rules should provide for objections to be filed within 20 days.

Proposed change to Rule 200.1(II)(H)(3)

Any party objecting to a change of catastrophic rehabilitation supplier shall file a WC-Rehab Objection Form setting forth the reasons in support within ~~(15)~~ (20) days of the date of the certificate of service.

Addition to Rule 102(E)(7)

There was agreement to the following additions to Rule 102(E)(7) to provide as follows:

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Notices of hearing, awards and orders may be sent by electronic mail to the parties and attorneys of record. Whenever electronic transmission is not available, a notices of hearing, awards and orders will be sent by U.S. Mail.

Attorney's Fees on Medical Benefits Proposed Rules 108(b)(8) and 15(e)

108(b)(8):

An attorney shall not receive an attorney's fee ~~on~~ as a portion or percentage of any medical treatment or expenses required for an employee, unless such fee is assessed under O.C.G.A 34-9-108(b)(1), except in the following circumstances. Attorneys who remain or become counsel of record for the employee in claims in which income benefits are no longer available, and who have provided legal services to the employee on medical and other non-indemnity related issues, may petition the Board for approval of a quantum meruit attorney's fee to be paid out of a proposed final settlement which will terminate the employee's right to future medical and other non-indemnity related benefits. In determining whether quantum meruit attorney's fees are justified in this situation the Board shall consider all pertinent factors, including the actual value of services rendered and the length of time that the petitioning attorney has represented the employee after income benefits became unavailable.

15(e):

“Unless otherwise specified in the attorney fee contract filed with the Board and in terms of the stipulation, the proceeds of the approved stipulated settlement agreement shall be sent directly to the employee or claimant. If an attorney is to be paid, the stipulation must state the amount of the fee, and items all expenses which should be reimbursed. Any expense, cost, surcharge, flat fee or averaged expenditure which is not reasonable and solely related to the case being settled shall not be approved by the Board. Further, an attorney shall not receive an attorney’s fee as a portion or percentage of any medical treatment or expenses, or any money designated for medical treatment or expenses, except in the following circumstances. Attorneys who remain or become counsel of record for the employee in claims in which income benefits are no longer available, and who have provided legal services to the employee on medical and other non-indemnity related issues, may petition the Board for approval of a quantum meruit attorney’s fee to be paid out of a proposed final settlement which will terminate the employee’s right to future medical and other non-indemnity related benefits. In determining whether quantum meruit attorney’s fees are justified in this situation the Board shall consider all pertinent factors, including the actual value of services rendered and the length of time that the petitioning attorney has represented the employee after income benefits became unavailable.

Proposed Form Changes

Change to Form 200a to address Sebastian case issues

Change “remain” to “be” in Section C2 on the Form 200a

Change to Form WC-207 regarding reproductive health

This release is not seeking and does not authorize the disclosure of protected health information relating to reproductive health as prohibited by the HIPAA Privacy Rule at 45CFR 164.502(a)(5)(iii). Any such disclosure would require a separate release.