

OSC 12
Ohio Safety Congress & Expo

WELL AT HOME. SAFE AT WORK.

Session 653
Uncovering the Mystery of Lump Sum Settlement

Erica Bass and Jeff Hartranft,
BWC settlement attorneys

11:15 a.m. to 12:15 p.m. Wednesday, March 28

Ohio Bureau of Workers' Compensation

SETTLE!

OSC 12
Ohio Safety Congress & Expo

Legal Framework

- o R.C. 4123.65
- o Ohio Adm. Code 4123-3-34

OSC 12
Ohio Safety Congress & Expo

**Why Settling Is Good
(Employers)**

- Ensures predictability of impacts
- Limits exposure
- Returns employees to work

OSC 12
Ohio Safety Congress & Expo

**Why Settlement Is Good
(Injured Workers)**

- Motivates return to work
- Redirects energy to the future
- Allows control of medical treatment
- Provides cash in hand

OSC 12
Ohio Safety Congress & Expo

Think Settlement:

- Before the claim is allowed;
- If you've lost (or won);
- When the trends show it's a good idea.

OSC 12
Ohio Safety Congress & Expo

Myths About Settlement

Myth # 1

Minor injury claims are not worth settling.

- o Fact: Even a minor injury can cost you.
- o Fact: A minor injury may be only the beginning.



Myths About Settlement

Myth #2

I feel wronged by an employee who filed a claim, so I should not settle with them.

- o Fact: Hurt feelings can be bad for business.
- o Fact: A settlement is a business decision.
- o Fact: Hurt feelings usually go both ways.



Myths about settlement

Myth #3

I can't afford to settle.

- o Fact: You can't afford not to settle.
- o Fact: Any open claim can hurt you.
- o Fact: Your third-party administrator (TPA) can help.



Claims That Could "Go South"

- Shoulder injuries with surgery
- Spinal injuries with herniations/degeneration
- Injuries to diabetics /smokers/obese
- Pain management/high chiropractic use

OSC 12
Ohio Safety Congress & Expo

Good Business Sense

- Get ahead of the game (Box A settlement).
- Take advantage of uncertainty.
- Settle before the reserve is impacted (%PP).
- Use your TPA.

OSC 12
Ohio Safety Congress & Expo

Box A Settlements

- Pre-negotiated
- Often initiated by employer
- Contingent on BWC approval

OSC 12
Ohio Safety Congress & Expo

Box A Deference

- o Arms-length transaction
- o Within claim's max value
- o Agreement can be reasonably justified
- o Higher reserves are helpful

OSC 12
Ohio Safety, Compensation & Disability Board

Employer Initiated Settlement

- Box A:** Negotiate a number, then file with BWC.
- Box B:** If you want to participate, but want BWC to evaluate and estimate value first.
- Box C:** If you want to defer to BWC's value.

OSC 12
Ohio Safety, Compensation & Disability Board

To Determine Value, Look At:

- o Treatment and compensation trends;
- o Value of a % permanent partial (%PP) award;
- o Future additional conditions (diagnostics);
- o Future treatment potential (surgery).

OSC 12
Ohio Safety, Compensation & Disability Board

Hearing Continuance

- o IC Resolution 10-1-01 (A)(5) "good cause"
 - Settlement must be in the negotiation stage.
 - Both parties must file request.
 - Parties must waive statutory time frames.

OSC 12
Ohio Safety, Compliance & Code

In The Negotiation Stage

- o A filed Box A C240 may be in negotiations.
- o BWC can also prioritize a Box A settlement.
- o Contact settlement attorney for help.

OSC 12
Ohio Safety, Compliance & Code

Help Us, Help You

- o Let BWC evaluate it first (Box B settlement).
- o Help us include other claims for \$0 or low \$\$.
- o Consider future liability on included claims
- o Consider Industrial Commission of Ohio (IC) review *before* filing the C240.

OSC 12
Ohio Safety, Compliance & Code

Who Can Initiate a Settlement?

- Injured worker
- Employer
- BWC

OSC 12
Ohio Safety, Compensation & Disability Board

Who Can Sign the Application?

- Injured worker or **legal** representative
- Employer or **legal** representative

OSC 12
Ohio Safety, Compensation & Disability Board

When Is Employer Signature Required?

- In-experience claims
- Self-insuring employer with DWRF value in the settlement
- State agency claims
- Injured worker still works for employer

OSC 12
Ohio Safety, Compensation & Disability Board

No-Signature Letter Sent

- o Claim is out of experience, and the injured worker **no longer** works for the employer.
- o Employer policy is lapsed.
- o No coverage claim
- o BWC can proceed unless employer objects.

OSC 12
Ohio Safety Council & Fund

No Letter Or Signature Required

- o Employer no longer does business in Ohio.
- o BWC can proceed without the employer.

OSC 12
Ohio Safety Council & Fund

Responses to C240

- o Box A — agrees with settlement amount
- o Box B — not sure, wants to participate
- o Box C — does not care to participate
- o Box D — does not wish to settle

OSC 12
Ohio Safety Council & Fund

Amended Agreement (C241)

- o Employer signs Box B.
- o Employer signed Box A, but terms changed.
- o BWC adds claims to the settlement.

OSC 12
Ohio Safety, Compensation & Appeal

IC Review

- o Review applies to all administrative settlements.
- o Any party can withdraw during the 30-day hold.
- o IC reviews for "gross miscarriage of justice."
- o No IC decision in 30 day hold — settlement is final.

OSC 12
Ohio Safety, Compensation & Appeal

Withdrawal

- o Withdrawing party must give written notice.
- o Withdrawing party must provide notice to **all parties.**
- o BWC will issue a withdrawal order upon verification that all parties were notified.

OSC 12
Ohio Safety, Compensation & Appeal

BWC Policy - Settle All Claims

- BWC wants to settle all claims for an injured worker.
- Even \$0 claims must have EOR signature or 30-day letter without response, where required.
- \$0 settlement inclusions are common.

OSC 12
Ohio Safety Conference & Expo

How Does BWC Value Claims?

- What BWC is likely to pay
- Treatment/compensation trends
- Possible surgery or deterioration
- Allowed and potentially allowed conditions

OSC 12
Ohio Safety Conference & Expo

What's Behind The Evaluation?

- Experience with similar claims/trends
- Experience with claims that go to court
- Input from BWC nurses and rehab specialists
- Procedure cost tool (when approved)

OSC 12
Ohio Safety Conference & Expo

BWC Authority Levels

- \$0-\$10,000 — LSS CSS
- \$10,001-\$25,000 — IMS (supervisor)
- \$25,001-\$100,000 — settlement attorney
- +\$100,000 — executive staff and administrator

OSC 12
Ohio Safety, Compliance & Code

Court Cases

- Usually, disputed conditions or claims
- Either party can appeal to court.
- No answer, no input on settlement amount
- Usually, attorney is needed for court.

OSC 12
Ohio Safety, Compliance & Code

Avoid Court

- If possible, settle during administrative process.
 - Before staff hearing officer hearing
 - Takes advantage of uncertainty in process
 - Avoids costs of court defense

OSC 12
Ohio Safety, Compliance & Code

Settlement Attorney Phone List

- Erica Bass— 614-728-1582
 - Mansfield, Garfield Heights, Governor's Hill
- Jeff Hartranft— 614-466-9386
 - Columbus, Youngstown, Cleveland, SI Bankrupt, Special Claims, Logan
- Peggy Kirk— 614-466-3338
 - Canton, Dayton, Toledo, Portsmouth, Hamilton, Lima

OSC 12
Ohio Safety Congress & Expo

4123.65 Final Settlement of Claims.

(A) A state fund employer or the employee of such an employer may file an application with the administrator of workers' compensation for approval of a final settlement of a claim under this chapter. The application shall include the settlement agreement, and except as otherwise specified in this division, be signed by the claimant and employer, and clearly set forth the circumstances by reason of which the proposed settlement is deemed desirable and that the parties agree to the terms of the settlement agreement. A claimant may file an application without an employer's signature in the following situations:

- (1) The employer is no longer doing business in Ohio;
- (2) The claim no longer is in the employer's industrial accident or occupational disease experience as provided in division (B) of section 4123.34 of the Revised Code and the claimant no longer is employed with that employer;
- (3) The employer has failed to comply with section 4123.35 of the Revised Code.

If a claimant files an application without an employer's signature, and the employer still is doing business in this state, the administrator shall send written notice of the application to the employer immediately upon receipt of the application. If the employer fails to respond to the notice within thirty days after the notice is sent, the application need not contain the employer's signature.

If a state fund employer or an employee of such an employer has not filed an application for a final settlement under this division, the administrator may file an application on behalf of the employer or the employee, provided that the administrator gives notice of the filing to the employer and the employee and to the representative of record of the employer and of the employee immediately upon the filing. An application filed by the administrator shall contain all of the information and signatures required of an employer or an employee who files an application under this division. Every self-insuring employer that enters into a final settlement agreement with an employee shall mail, within seven days of executing the agreement, a copy of the agreement to the administrator and the employee's representative. The administrator shall place the agreement into the claimant's file.

(B) Except as provided in divisions (C) and (D) of this section, a settlement agreed to under this section is binding upon all parties thereto and as to items, injuries, and occupational diseases to which the settlement applies.

(C) No settlement agreed to under division (A) of this section or agreed to by a self-insuring employer and the self-insuring employer's employee shall take effect until thirty days after the administrator approves the settlement for state fund employees and employers, or after the self-insuring employer and employee sign the final settlement

agreement. During the thirty-day period, the employer, employee, or administrator, for state fund settlements, and the employer or employee, for self-insuring settlements, may withdraw consent to the settlement by an employer providing written notice to the employer's employee and the administrator or by an employee providing written notice to the employee's employer and the administrator, or by the administrator providing written notice to the state fund employer and employee. If an employee dies during the thirty-day waiting period following the approval of a settlement, the settlement can be voided by any party for good cause shown.

(D) At the time of agreement to any final settlement agreement under division (A) of this section or agreement between a self-insuring employer and the self-insuring employer's employee, the administrator, for state fund settlements, and the self-insuring employer, for self-insuring settlements, immediately shall send a copy of the agreement to the industrial commission who shall assign the matter to a staff hearing officer. The staff hearing officer shall determine, within the time limitations specified in division (C) of this section, whether the settlement agreement is or is not a gross miscarriage of justice. If the staff hearing officer determines within that time period that the settlement agreement is clearly unfair, the staff hearing officer shall issue an order disapproving the settlement agreement. If the staff hearing officer determines that the settlement agreement is not clearly unfair or fails to act within those time limits, the settlement agreement is approved.

(E) A settlement entered into under this section may pertain to one or more claims of a claimant, or one or more parts of a claim, or the compensation or benefits pertaining to either, or any combination thereof, provided that nothing in this section shall be interpreted to require a claimant to enter into a settlement agreement for every claim that has been filed with the bureau of workers' compensation by that claimant under Chapter 4121., 4123., 4127., or 4131. of the Revised Code.

(F) A settlement entered into under this section is not appealable under section 4123.511 or 4123.512 of the Revised Code.

Effective: [SB7] 10/11/06

4123-3-34 Settlement of state fund claims.

(A) The procedures of this rule shall apply to the settlement of state fund injury and occupational disease claims.

(B) The employer or the claimant shall file an application for approval of settlement agreement on the appropriate form with the administrator of workers' compensation. Each application shall include the signature of the claimant and the employer, except as follows:

(1) A claimant may file an application without an employer's signature in the following situations:

(a) The employer is no longer doing business in Ohio;

(b) The claim no longer is in the employer's industrial accident or occupational disease experience as provided in division (B) of section 4123.34 of the Revised Code and the claimant no longer is employed with that employer; or,

(c) The employer has failed to comply with section 4123.35 of the Revised Code.

(2) If a claimant files an application without an employer's signature, and the employer still is doing business in this state, the bureau shall send written notice of the application to the employer immediately upon receipt of the application. If the employer fails to respond to the notice within thirty days after the notice is sent, the application need not contain the employer's signature.

(C) Each settlement application shall:

(1) Include a list of the claim numbers and body parts affected in all claims filed by the claimant with the administrator of workers' compensation or the industrial commission.

(2) Set forth the reason the proposed full and final settlement is deemed desirable by the claimant and state the amount of the requested settlement.

(D) Settlement applications filed for lost time claims shall be filed in the service office responsible for processing the claim. Settlement applications for medical only claims shall be filed with the medical claims department.

(E) Settlement may be requested for a portion of a claim, one or more claims, or a combination of claims, provided that the claimant is not required to enter into a settlement agreement for every claim that has been filed with the bureau by the claimant.

(F) The administrator shall utilize whatever methods the administrator determines to be appropriate, consistent with general insurance principles, to evaluate a claim for settlement. When a settlement agreement has been approved by the administrator, a notice of approval shall be sent to the claimant, the employer, and their representatives, informing them of their rights to withdraw consent to the settlement agreement within thirty days. If written notice of the withdrawal of consent is not filed within the thirty day period, the settlement agreement is final.

An injured worker's refusal to endorse a settlement check issued as a result of an agreement reached pursuant to these procedures does not alter the finality of the settlement. The administrator may reopen a settled claim for purposes of conducting a fraud investigation.

(G) The administrator shall also send the notice of approval to the industrial commission within five days from the date of the bureau order of approval. The staff hearing officer shall determine, within the time set forth in paragraph (F) of this rule, whether the settlement agreement is or is not a gross miscarriage of justice. If the staff hearing officer determines within that time period that the settlement agreement is clearly unfair, the staff hearing officer shall issue an order disapproving the settlement agreement. If the staff hearing officer determines that the settlement agreement is not clearly unfair, or fails to act within the time limits, the settlement agreement is approved.

(H) The effective date of the settlement is the date the notice of approval of settlement agreement is mailed. Once the thirty day waiting period has passed as set forth in paragraphs (F) and (G) of this rule, the agreed settlement shall be final and cannot be appealed to the industrial commission or to court.

(I) When a settlement application is filed in a claim in which an application for violation of specific safety requirement has been granted or is pending, the administrator shall refer the claim to the industrial commission for disposition of the application for violation of the specific safety requirement. If the application for the specific safety requirement has been granted and the employer is no longer doing business, or is otherwise not making the payments required by any award for violation of any specific safety requirement, the administrator may approve a final settlement without referring the claim to the industrial commission, provided the administrator identifies any settlement amounts that may be attributed to the award for violation of specific safety requirement. The administrator need not refer to the industrial commission any claim in which the injured worker has voluntarily withdrawn an application for violation of a specific safety requirement, provided no portion of the settlement amount is attributed to any violation of a specific safety requirement.

(J) The administrator may offset settlement amounts due the claimant by overpayments owed by the claimant or, where the claimant is also an employer, unpaid premiums owed by a claimant, as the administrator determines appropriate.

(K) The representative's signature for either the claimant or the employer satisfies the requirements for paragraphs (B) and (C) of this rule.

(L) A settled claim may be used as a defense to a claim for the same or similar conditions. A self-insuring employer shall not settle disabled workers' relief fund liability in state fund claims without the administrator's approval.

Effective: 2/16/07

Prior Effective Date: 7/12/99

Continuances

Resolution R10-1-01

Continuance Guidelines

December 21, 2010

WHEREAS, Section 4121.36(H)(2)(c) of the Revised Code provides that hearing administrators shall, upon a finding of good cause and without a formal hearing, issue compliance letters either granting or denying requests for continuances; and

WHEREAS, Rule 4121-3-09(C)(9) of the Administrative Code sets forth the procedure for addressing requests for continuances of hearings; and

WHEREAS, Rule 4121-3-09(C)(9)(b)(ii) of the Administrative Code provides that requests for continuances filed more than five calendar days prior to the date of hearing shall be processed by the hearing administrator, resulting in the issuance of a compliance letter either granting or denying the requested continuance based on the standard of good cause; and

WHEREAS, Rule 4121-3-09(C)(9)(b)(ii) of the Administrative Code provides that where a request for continuance is received within five calendar days of the scheduled hearing, the hearing administrator shall address the requested continuance based on the presence of extraordinary circumstances that could not have been foreseen by the requesting party; and

WHEREAS, Rule 4121-3-09(C)(9)(b)(iii) of the Administrative Code states that guidelines may be provided by the Commission for hearing administrators and hearing officers in determining whether the standard of good cause, or the standard of extraordinary circumstances that could not have been foreseen, is established; and

WHEREAS, Commission Resolution R03-1-04, as modified by Commission Resolution R05-1-01, sets forth guidelines for hearing administrators and hearing officers in determining whether the standard of good cause, or the standard of extraordinary circumstances that could not have been foreseen, is established; and

WHEREAS, the Commission finds it necessary and proper to adopt revised guidelines for hearing administrators and hearing officers in determining whether the standard of good cause or the standard of extraordinary circumstances that could not have been foreseen, is established, and that the revised guidelines are to supersede the guidelines in Resolutions R03-1-04 and R05-1-01; and

WHEREAS, pursuant to Section 4121.03(E)(1) of the Revised Code, the Commission is responsible for establishing the overall adjudicatory policy and management of the Commission under Chapters 4121, 4123, 4127, and 4131 of the Revised Code.

THEREFORE BE IT RESOLVED that the Commission adopts the following guidelines for hearing administrators and hearing officers in determining whether the standard of good cause, or the standard of extraordinary circumstances that could not have been foreseen, is established:

- (A) Good cause, as required by Rule 4121-3-09(C)(9)(b)(ii) of the Administrative Code, shall include, but is not limited to, the following examples:
 - (1) When the requesting party or representative has a documented Commission hearing conflict which exceeds the concurrent hearing level assigned to that party or representative at the time that the Commission docketed the claim for hearing and established a hearing date, so long as the representative had been designated as the docketing representative in the conflicting claims at the time of docketing.

- (2) When the requesting party or representative has a documented court conflict, which was either scheduled prior to the date that the Commission issued the notice of hearing for the claim in question, or where the court activity that created the conflict was scheduled by another party without the input of the requesting party, subsequent to the time that the notice of hearing was issued by the Commission.
 - (3) If the Commission receives notice of a valid block out period pursuant to Commission docketing policy at least fifteen state business days prior to the date of hearing in question, the commission shall not schedule a hearing on that date. If a party does not obtain a valid block out pursuant to Commission docketing policy, a continuance shall not be granted for those dates of hearing if requested for a reason where a block out should have been utilized.
 - (4) Recent retention of an authorized representative if it is demonstrated that due diligence, as defined in paragraph (C) of this resolution, has been exercised by the requesting party.
 - (5) When a pending settlement dispositive of the docketed issue is in the negotiation stage, the Commission will cancel the hearing and issue an interlocutory order referring the claim file to the bureau of workers' compensation, pending settlement negotiations. The assertion of a pending settlement agreement must be made by both parties and must include a waiver of the time frames set forth in Section 4123.511 of the Revised Code. This provision shall not apply to the settlement of claims where a permanent and total disability application is being processed pursuant to Rule 4121-3-34 of the Administrative Code, or to the settlement of alleged violations of specific safety requirements being processed pursuant to Rule 4121-3-20 of the Administrative Code.
 - (6) When the employer has shown due diligence, as defined in paragraph (C) of this resolution, in requesting a signed medical release or in scheduling an examination under Section 4123.651 of the Revised Code, the employer shall be afforded a reasonable period of time in which to obtain medical records or receive the examination report.
 - (7) That the parties have mutually agreed to a request for a continuance is a factor that shall be considered in the determination of whether good cause is shown.
- (B) The standard for extraordinary circumstances that could not have been foreseen, as required by Rule 4121-3-09(C)(9)(b)(ii) of the Administrative Code, shall include, but is not limited to, the following examples:
- (1) Hospitalizations and medical emergencies, deaths in immediate family, automobile accidents, and weather emergencies, etc.
 - (2) The failure to properly set forth the names and addresses of the parties and their representatives clearly discernable on the face of the notice of hearing or the processing of a discovery request that was not foreseeable and could not have been filed earlier.
 - (3) If a party or its representative receives notice of a court date that was not foreseeable, such as a common pleas domestic related emergency custody hearing.
 - (4) Recent retention of an authorized representative is an extraordinary circumstance that could not have been foreseen if it is demonstrated that the requesting party exercised due diligence, as defined in paragraph (C) of this resolution, in determining whether to obtain counsel.
 - (5) The ability to rebut new opposing evidence only justifies a continuance in situations where unforeseeable issues are raised by the new evidence or the volume of new evidence precludes the ability to conduct a proper hearing.

(C) As used in paragraphs (A)(4),(A)(6), and (B)(4) of Resolution R10-1-01, the evaluation of due diligence will be made on case-by-case basis and is to include consideration of several factors, including, but not limited to, sophistication of the requesting party and that party's representatives, familiarity of the requesting party and that party's representatives with the Ohio workers' compensation system, the issue to be adjudicated by the Commission, the stage of the claim in the administrative appeal process, and whether there were prior continuances in the claim.

BE IT FURTHER RESOLVED that the aforementioned guidelines shall be effective for requests for continuance of hearings filed on or after January 17, 2011, and shall supersede the guidelines in Resolutions R03-1-04 and R05-1-01.

Other Continuance Resolutions

R03-1-04
Continuance Guidelines
October 2, 2003

R05-1-01
Revision of Continuance Guidelines
January 27, 2005



File this application to settle workers' compensation claims with state-fund employers. Ohio Revised Code 4123.65 requires the injured worker and the employer to sign settlement applications unless the employer is no longer doing business in Ohio.

By filing this application, the injured worker and the employer agree all unresolved issues will be suspended. All ongoing compensation and medical payments, however, will continue until the effective settlement date.

Please Note: The persons involved with filing this settlement agree if any other claim(s) or part of any claim(s) being settled has been recognized or allowed, then the cost of all medical services, hospital bills, drugs and medicines with date(s) of service or filling of related prescriptions (not to exceed a 30-day supply) provided to the injured worker before the effective settlement date, shall be the responsibility of the state insurance fund.

By initialing this box, the injured worker acknowledges he or she has read and understands the above statement.

Special Notice to Medicare Beneficiaries

Medicare does not pay medical bills for conditions covered by your workers' compensation claim. If a settlement of your workers' compensation claim is reached, and the settlement allocates certain amounts for future medical expenses, Medicare does not pay for those services until medical expenses related to your workers' compensation claim equal the amount of the lump sum settlement allocated to future medical expenses.

Instructions

- For lost-time and medical-only claims, mail this completed application to your nearest customer service office. Call 1-800-OHIOBWC for the address of your local customer service office. To settle a claim with a self-insuring employer, please complete and forward form SI-42, or contact your self-insuring employer for other forms setting out the agreement between the injured worker and self-insuring employer.

Application for Approval of Settlement Agreement

The injured worker and employer, as agreed to below, make application to BWC for approval of a final settlement in the injured worker's claim(s).

Parties to the Claim table with fields for Injured worker name, Social Security number, Date of birth, Phone number, Address, City, State, ZIP code, Injured worker representative name, ID number, Employer name, Risk number, Fax number, etc.

Information on other relevant employers is attached Yes No

Claim(s) to be Included In Settlement

Table with columns: Claim Number*, Requested amount for complete settlement**, Proposed allocation of requested settlement amount (Indemnity, Prescription drugs, Medical)

*List any claims specifically excluded from settlement:

**Please explain any request for a partial settlement:

Clearly set forth the circumstances by reason of which the proposed settlement is deemed desirable.

Blank lines for describing circumstances of settlement.

Has information on other relevant claims been attached? Are you receiving, or have you applied for Medicare benefits? Are you receiving medical treatment at this time? Who is your treating physician(s)? Wages at time of injury? Are you currently working? If yes, who is your present employer? What is your present occupation? What are your present wages?

**Employer Signature
(Required by ORC 4123.65 unless the employer is no longer doing business in Ohio)**

Instructions

• Please check one of the following boxes and sign below. Your signature does not waive the employer's right to withdraw consent to the settlement by providing written notice to the employee and the BWC administrator within 30 days after the administrator issues the approval of the settlement agreement.

- A. The employer is supportive of and agreeable to a settlement up to the amount listed on the front of this application.
- B. The employer does not agree with the requested settlement terms but will participate with the BWC in the negotiation process.
- C. The employer is supportive of and agreeable to settlement of the claims listed on the front of this application. However, the employer will not participate in the settlement negotiations and requests the BWC to negotiate the settlement on behalf of the employer.
- D. The employer is not agreeable to settlement of the claim(s) listed on the front of this application.

By signing this agreement, an employer that is currently self-insured acknowledges its obligation to reimburse BWC for the portion of the settlement amount allocated to DWRP costs of the above-referenced claim(s). BWC will bill the DWRP portion of the settlement to the self-insuring employer, even if the injured worker has not yet been determined to be permanently and totally disabled or currently eligible for DWRP benefits.

Employer signature	Title	Date
Telephone number ()	Fax number ()	

Settlement Agreement and Release

As set forth in this agreement, the injured worker for and in consideration of the receipt of the settlement amount approved by the BWC, which sum will be paid from the appropriate fund on behalf of the employer after approval by the BWC administrator, unless within 30 days after such approval the administrator, the employer or the injured worker, withdraws consent to, or unless the Industrial Commission of Ohio (IC) disapproves the agreement, does hereby for him/herself and for anyone claiming by, through or under him/her, forever release and discharge the above referenced employer, its officers, employees, agents, representatives, successors and assigns, the IC, the BWC, the appropriate fund, and all persons, firms or corporations from any or all claims, demands, actions or causes of action incurred on or prior to the date of the approval of this agreement, arising out of Ohio Revised Code Chapter 4121. or 4123., which he/she now has or which he/she hereafter claim to have, whether known or unknown by reason of or in any manner growing out of the claims or parts thereof set forth above. The injured worker further understands and agrees that any amount paid pursuant to this agreement is subject to any valid court-ordered child support. The persons involved with filing this settlement agree that if any claim(s) or part of any claim(s) being settled has been recognized or allowed, then the cost of all medical services, hospital bills, drugs and medicines with date(s) of service or filling of related prescriptions (not to exceed a 30-day supply) provided to the injured worker before the effective settlement date, shall be the responsibility of the state insurance fund, provided such costs result from the allowed conditions of the claims and are properly payable under current medical payment guidelines. The costs of medical services hospital bills, drugs and medicines (not to exceed a 30-day supply) provided to the injured worker on or after the effective date of the settlement date are the responsibility of the injured worker.

By initialing this box, the injured worker acknowledges he or she has read and understands the above statement.

Also as set forth above, the injured worker understands that any settlement amounts allocated for future medical services must be used for medical services before Medicare will consider payment for services for the conditions of the workers' compensation claim.

Settlement of any claim(s) included in this agreement in no way impairs BWC's statutory rights to subrogation recovery. Also, be advised that upon a finding of fraud, the administrator retains the right to rescind this settlement agreement and re-open the claim for an administrative overpayment hearing and referral for criminal prosecution.

Injured worker signature	Date
---------------------------------	-------------

Power of Attorney

By signing below the injured worker grants a limited power of attorney to the attorney of record for the purpose of receiving the warrant issued because of this settlement agreement.

Injured worker signature	Date
Representative signature	Date



Injured worker name	Employer name	Date
---------------------	---------------	------

As amended below, the injured worker and the employer have agreed to the terms in the *Application for Approval of Settlement Agreement*, which the injured worker signed on _____, and filed with the BWC.

The settlement amount shall be \$ _____

The settlement **shall include** the claim number(s) listed and be allocated as follows:

Claim number(s)	Indemnity	Prescription drugs	Medical	Total
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

The settlement **shall exclude** claim number(s) _____

Other _____

Please complete Settlement Agreement and Release section, below. Employer signature is required below, unless the amended settlement is less than the amount the employer previously approved in writing.

Employer Information		
Employer signature	Title	Date

Settlement Agreement and Release

As set forth in this agreement, the injured worker for and in consideration of the receipt of the settlement amount approved by the BWC, which sum will be paid from the appropriate fund on behalf of the employer after approval by the BWC administrator, unless within 30 days after such approval the administrator, the employer or the injured worker, withdraws consent to, or unless the Industrial Commission of Ohio (IC) disapproves the agreement, does hereby for him/herself and for anyone claiming by, through or under him/her, forever release and discharge the above referenced employer, its officers, employees, agents, representatives, successors and assigns, the IC, the BWC, the appropriate fund, and all persons, firms or corporations from any or all claims, demands, actions or causes of action incurred on or prior to the date of the approval of this agreement, arising out of Ohio Revised Code Chapter 4121. or 4123., which he/she now has or which he/she hereafter claim to have, whether known or unknown by reason of or in any manner growing out of the claims or parts thereof set forth above. The injured worker further understands and agrees that any amount paid pursuant to this agreement is subject to any valid court-ordered child support. The persons involved with filing this settlement further agree that if any claim(s) or part of any claim(s) being settled has been recognized or allowed, then the cost of all medical services, hospital bills, drugs and medicines with date(s) of service or filling of related prescriptions (not to exceed a 30-day supply) provided to the injured worker before the effective settlement date, shall be the responsibility of the state insurance fund, provided such costs result from the allowed conditions of the claims and are properly payable under current medical payment guidelines. The costs of all medical services, hospital bills, drugs and medicine with the date(s) of service of filling of related prescriptions (not to exceed a 30-day supply) provided to the injured worker on or after the effective settlement date are the responsibility of the injured worker.

By initialing this box, the injured worker acknowledges he or she has read and understands the above statement.

Also as set forth above, the injured worker understands that any settlement amounts allocated for future medical services must be used for medical services before Medicare will consider payment for services for the conditions of the workers' compensation claim.

Settlement of any claim(s) included in this agreement in no way impairs BWC's statutory rights to subrogation recovery. Also, be advised that upon a finding of fraud, the administrator retains the right to rescind this settlement and re-open the claim for an administrative overpayment hearing and referral for criminal prosecution.

Injured worker signature	Date
--------------------------	------

Power of Attorney

By signing below, the injured worker grants a limited Power of Attorney to the attorney of record for the purpose of receiving the warrant issued pursuant to the amended settlement terms.

Injured worker signature	Date	
Representative signature	Representative I.D. number	Date

DISTRIBUTION: 1 copy each to: Injured worker - Employer - Injured worker's representative - Employer's representative - Claim file

Dear Employer,

BWC's administrative process allows for settlement of claims under circumstances that are beneficial to all parties. As part of that process, BWC has received a *Settlement Agreement and Application for Approval of Settlement Agreement (C-240)* from the injured worker in this claim.

State law provides that BWC must review the application to determine a reasonable value. Although it is not mandatory, state law allows you to participate in the settlement process. If you wish to participate, you must file a written response within 30 days of the date of this letter to BWC's Garfield Hts Service Office. The address is

BWC Garfield Hts Service Office
4800 E. 131st St. Ste. A
Garfield Hts, OH 44105

If you choose not to respond to this notice, BWC will proceed to process the injured worker's settlement application. Even if you do not wish to participate at this time, you retain the right to object to a settlement by filing a written response with all parties within 30 days after BWC issues a settlement approval order.

Please note that settlements benefit BWC, injured workers and employers. If you have any questions or concerns regarding this process, please contact me at the telephone number listed below.

Sincerely,