

STATE OF RHODE ISLAND

PROVIDENCE, Sc.

WORKERS' COMPENSATION COURT

VS.

W.C.C. NO. –

ORDER

This cause came on to be heard and was argued by Counsel, and the following findings of fact were made:

1. That the Petitioner has received compensation payments from the Respondent for not less than twenty-six (26) weeks by reason of the injuries referred to in the Petition for Lump Sum Settlement.
2. That the payment of a lump sum in lieu of future payments of weekly indemnity will be in the best interest of all parties involved.
3. That any other new, omitted, separate, different, specific or permanent injuries, and any other physical or psychological effects resulting from the aforesaid injuries of _____, are expressly included in this settlement.
4. That the settlement is in the best interest of all parties including the employee, the employer, if appropriate, the insurance carrier and CMS.
5. That the Petitioner is a Medicare beneficiary.
6. That the Petitioner's projected future potential Medicare covered medical expenses for her work-related injury for her age and her life expectancy is projected by _____ to be \$ _____

7. That the parties agree that \$ _____ from the total settlement of \$ _____ be paid forthwith to the Petitioner, and _____ shall stop forthwith the payment of weekly indemnity benefits to the Petitioner until such time as this Court holds another hearing after the receipt of the decision of the Centers for Medicare and Medicaid Services (CMS) on the proposed set-aside in the amount of \$ _____, or the \$ _____ calculated on a weekly basis at the rate of \$ _____ has been exhausted, whichever occurs sooner.

8. That the parties agree at a second hearing, if CMS approves the proposed \$ _____ set-aside, or an amount for the set-aside which is acceptable to the parties and this Court, that the Court order the amount of the set-aside to be deducted from the \$ _____ payment, and the balance remaining, once the counsel fee has been deducted, be paid to the Petitioner.

9. The parties further propose that in the event that CMS does not approve the set-aside in the amount of \$ _____ or in some different amount which is acceptable to the parties and this Court, the lump sum settlement shall be denied at this proposed second hearing, and the Respondent and _____ shall receive full credit on a 100% basis for all payments of weekly indemnity due to the date of this second hearing following the receipt of the response from CMS and, if the \$ _____ has not been exhausted, when calculated at the rate of \$ _____ per week as of the date of this second hearing, the Respondent and _____ shall receive a credit at the rate of \$ _____ per week against each payment of weekly indemnity benefits after the date of this second hearing until such time as the \$ _____ credit against weekly indemnity benefits of the Petitioner has been exhausted. Until such time as the Court finally approves the full amount of the settlement at this hearing after receiving CMS' response, the Respondent and _____ shall continue to pay the fair and reasonable charges in accordance with the Workers' Compensation Act of all medical care necessary to cure, relieve or rehabilitate the employee from the effects of her _____ injury. In the event the Court approves the settlement after the second hearing, _____ and the Respondent's obligation to pay for medical care of the Petitioner shall end as of that date.

10. That the Court recognizes it is the policy of the Workers' Compensation Act that compensation be paid weekly.

11. That the settlement to the Petitioner, net of the proposed Medicare set-aside and counsel fee, in the amount of \$ _____ represents a lifetime settlement over the Petitioner's

life expectancy of _____ years _____ weeks at \$ _____ per week; said amounts subject to recalculation based upon the approval of the Medicare set-aside.

12. That no other counsel fees or costs are due and owing from the Respondent to the Petitioner, except as ordered pursuant to this lump sum settlement.

WHEREFORE, it is hereby **ORDERED** as follows:

1. That the future liability under the Workers' Compensation Act is hereby settled for the lump sum of \$ _____ provided however, that the Respondent shall pay \$ _____ forthwith to the Petitioner as a partial payment towards the full settlement, and shall continue to pay all bills for medical and related hospital services related to the work injury which are due in accordance with the Workers' Compensation Act, until such time as this Court has held a second hearing following the receipt of the response from CMS as to whether it will agree to pre-approve a set-aside in the amount of \$ _____ from the total settlement.

2. Until such time as this Court has held an additional hearing after the receipt of the response from CMS with regard to the set-aside proposal, or the \$ _____ calculated at the rate of \$ _____ per week has been exhausted, the Respondent and _____ shall pay no additional indemnity benefits to the Petitioner.

3. In the event that at this additional hearing, this Court finally approves the proposed settlement, inclusive of a Medicare set-aside in the amount of \$ _____ or such other amount acceptable to the parties and this Court, the amount of the set-aside shall be deducted from the \$ _____ as shall a counsel fee of \$ _____ to be paid to Attorney _____ and the balance shall be paid to the Petitioner by the Respondent.

4. In the event that this Court does not accept the proposed amount of the set-aside at this additional hearing, the Respondent and its carrier, _____ shall be obligated to continue to pay weekly indemnity benefits to the Petitioner until further order of this Court or agreement of the parties, and continue to pay any and all necessary reasonable medical and related hospital services in accordance with the Workers' Compensation Act, provided, however, the Respondent and _____ under those circumstances shall be entitled to receive a 100% credit for each week's indemnity benefits due to the date of this second hearing, and shall receive a credit of \$ _____ per week, against any weekly indemnity benefits due after the

date of this second hearing, until such time as _____ has received a full credit for the \$ _____ which _____ and the Respondent paid pursuant to this order.

5. That the Petitioner shall self-administer the Medicare set-aside account in accordance with the representations in her petition and the applicable requirements of the Centers for Medicare and Medicaid Services.

6. That if the settlement is ultimately approved, a counsel fee shall be paid to the Petitioner’s attorney in the amount of \$ _____ which sum shall be deducted from the total settlement amount; provided, however, that no counsel fee be paid until the second hearing after receipt of CMS’ response. In the event the Court does not approve this settlement at this second hearing, no counsel fee shall be paid to Attorney _____ .

ASSENTED as to both form and substance:

Attorney for Employee

Attorney for Employer

ENTERED as an Order of this Court this _____ day of _____, 20 ____ .

ENTERED:

PER ORDER:

Judge

Administrator

I hereby certify that a copy was mailed to _____, Esquire,
and _____, Esquire on _____
