

WAC 263-12-052 Contents of claim resolution settlement agreement. A claim resolution 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 address all of the following information. If the worker is represented by an attorney, the agreement does not need to address 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. If the date of the order is unknown, a statement that the claim has been filed longer than one hundred eighty days prior and allowance of the claim became final;

(5) The payment schedule and amounts to be paid through the claim resolution 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 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) 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 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 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 settlement agreement.

(12) If the agreement impacts any claim with a currently active appeal, the proceedings in the appeal will be stayed without further order. Unless the agreement specifies otherwise and the agreement is approved, the appeal will be dismissed after the expiration of the revocation period specified in RCW 51.04.063(6).

[Statutory Authority: RCW 51.52.020. WSR 21-15-042, § 263-12-052, filed 7/14/21, effective 8/14/21; 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.]