NEW YORK STATE | Workers' Compensation Board
PO Box 5205, Binghamton, NY 13902-5205

SECTION 32 WAIVER AGREEMENT: CLAIMANT RELEASE

CLAIMANT'S NAME (PRINT)	WCB CASE NUMBER(S)
CLAIMANT'S CURRENT ADDRESS	

After reviewing and signing the final Section 32 Waiver Agreement, claimant must complete this document and have it notarized. In order to expedite the processing of the Agreement, this document must be submitted to the Board along with the Section 32 Waiver Agreement (Form C-32). See below for more information about the Section 32 Waiver Agreement resolution process.

Note: You are waiving your right to future Workers' Compensation Benefits. It is important that you review and understand the information below.

1. Review and Approval: The Board will review the Section 32 Waiver Agreement and determine whether it can be approved without a hearing. If the Board determines that the agreement can be approved without a hearing, a proposed decision will be mailed to all parties advising them of the date the agreement is deemed to have been submitted to the Board, and the date on which, if no party withdraws from the agreement, the approval of the agreement becomes final. If the Board determines that a hearing is required prior to approval of the agreement, all parties will receive a notice of the time, date and location of the hearing. The agreement will be deemed to have been submitted on the date of the hearing. After the hearing, if no party withdraws from the agreement, the parties will receive a notice of decision indicating that the agreement has been approved by the Board.

2. Right to Withdraw: All parties to the agreement have ten (10) calendar days from the date the Section 32 Waiver Agreement is deemed to have been submitted to the Board to withdraw from the agreement.

3. Settlement Check: The insurance carrier has ten (10) calendar days from the date the approval of the agreement becomes final to send the settlement check to you, unless a party submits a written notice of withdrawal.

4. Penalty: If the insurance carrier fails to send (postmark) the settlement check within ten (10) calendar days from the date that the approval of the agreement becomes final, you may request that the Board assess a penalty against the carrier.

5. Final and Conclusive: Please remember that once the ten (10) day withdrawal period from the date the agreement is deemed to have been submitted has passed and the agreement is approved by the Board, the agreement is final and conclusive on the parties in interest.

6. Modification: After the Board issues a notice of decision approving the Section 32 Waiver Agreement, the agreement can be modified only upon the agreement of all the parties and approval of the Board.

7. Medical: Unless the agreement allows for future medical benefits, any future medical expenses related to your claim will become your responsibility.

8. Communication with Board: Any communication with the Board should reference your WCB claim number.

9. Medicare Set-Aside: If you waive your right to ongoing medical treatment pursuant to a Section 32 Waiver Agreement, you must consider Medicare's interests, and failure to do so may jeopardize your future entitlement to Medicare benefits for treatment of your work-related injury. When necessary, Medicare's interests can be taken into account by the establishment of a Medicare set-aside provision in the agreement settling the workers' compensation claim. A Medicare set-aside is a portion of the overall settlement that is deemed sufficient to cover the cost of future causally-related medical treatment. Guidelines regarding whether a Medicare set-aside is necessary, as well as the calculation and administration of a workers' compensation Medicare set-aside, have been developed and distributed by the Center for Medicare & Medicaid Services (CMS).

I, _____ , understand that I am settling all claims and prospective claims addressed in the proposed Section 32 Waiver Agreement between myself and the insurance carrier and/or employer, and that once the Agreement is approved by the Board and a ten day waiting period has elapsed, the claim(s) cannot be reopened by the Board, myself, the employer, the carrier, or any other party in interest.

Please answer all questions below. You must check Yes or No for each question.

1. Do you understand that any party to the Section 32 Waiver Agreement may withdraw from the Agreement before the approval becomes final? This means that any party wishing to withdraw must do so in writing. The written notice of withdrawal MUST be received by the Board within 10 calendar days of the date the Agreement is deemed to have been submitted to the Board. (If No, explain below.) ☐ Yes ☐ No
2. Do you understand that if no written notice of withdrawal from the Section 32 Waiver Agreement is received by the Board, within 10 calendar days of the date the Agreement is deemed to have been submitted to the Board, the Agreement is binding on all parties and cannot be appealed? This means that once the approval of the Agreement becomes final the parties to the Agreement may not object to any of the terms of the Agreement and there will be no further review by the Board. (If No, explain below.) ☐ Yes ☐ No
3. Do you understand that once the approval of the Section 32 Waiver Agreement becomes final, the agreement can only be modified upon a written request signed by all parties and approval by the Board? This means that changes can be made to the Agreement, after approval becomes final, only if all parties agree and sign a written request and the request is approved by the Board. (If No, explain below.) ☐ Yes ☐ No
4. Do you understand that you do not have to settle your claim? (If No, explain below.) ☐ Yes ☐ No
5. Do you understand that by settling your claim with a Section 32 Waiver Agreement, unless the Agreement allows for future medical benefits, any future medical expenses related to your case will become your responsibility? This means that, if your condition gets worse or you need surgery, for example, in the future, the insurance carrier will not authorize or pay for any more treatment, medications or surgery. (If No, explain below.) ☐ Yes ☐ No
6. If you are currently receiving weekly payments, do you know when your payments will stop? (If No, explain below.) ☐ Yes ☐ No
7. Do you understand that once the approval of the Section 32 Waiver Agreement becomes final your case cannot be reopened to address any issue that has been resolved by the Agreement? (If No, explain below.) ☐ Yes ☐ No
8. Do you agree with the amount of the settlement and understand that it was offered as a final settlement for the resolution of these issues in your case? (If No, explain below.) ☐ Yes ☐ No
9. Do you agree with the amount of the fee requested by your attorney or licensed representative? The Board may approve or modify the amount of the requested fee. (If No, explain below.) ☐ Yes ☐ No
10. Do you understand that any outstanding child support liens will be deducted from your settlement and paid in full up to the amount of the Section 32 Waiver Agreement? (If No, explain below.) ☐ Yes ☐ No
11. Do you understand that once approval for the Section 32 Waiver Agreement becomes final and conclusive the insurance carrier has 10 calendar days (if no party withdrew from the Agreement) to send the settlement check? This means that if your check is not sent (postmarked) on or before the 10th day, after approval for the Agreement becomes final and conclusive, you may request that the Board assess a penalty against the carrier. If the 10th day is a Saturday, Sunday or legal holiday, the carrier has until the next business day to send your check. (If No, explain below.) ☐ Yes ☐ No
12. Have you made any promises, or have any promises been made to you, that are not reflected in this Section 32 Waiver Agreement? (If Yes, explain below.) ☐ Yes ☐ No
13. Have you watched the required video: **Settling Your Claim?** The video provides an understanding of a Section 32 Waiver Agreement and its implications. You may view the **Settling Your Claim** video at the following link: www.wcb.ny.gov/Section32. (If No, explain below.) ☐ Yes ☐ No

Explanation(s):

I affirm, under penalty of perjury, that the information provided above is true and accurate.

_____ Claimant's Signature _____ Date

Sworn to before me this _____ day of _____ , 20 _____ _____ Notary Public

I hereby attest that:

1. I represent the claimant, _____.
2. Prior to the execution of the WCL § 32 Waiver Agreement (Agreement), consideration was taken of Medicare's interests related to future medical services and whether the Agreement should include a Workers' Compensation Medicare set-aside. I have discussed the need to consider Medicare's interests with my client.
3. I have thoroughly reviewed the Agreement executed by my client and submitted to the Board for approval, and have explained all aspects of the agreement to my client, including the impact the Agreement, if approved, will have on my client's entitlement to further casually related medical treatment.
4. I afforded my client the opportunity to pose questions concerning the Agreement and have answered those questions to the best of my ability.
5. I have advised my client of the amount of the fee I intend to request from the proceeds of the Agreement and explained to my client the basis of the fee.
6. I have, to the best of my ability, ascertained and determined that my client fully understands the terms of the Agreement, the impact the Agreement will have on him/her if approved, and that my client entered into the agreement of his/her own free will.
7. There are no outstanding issues in this/these claim(s) which are not fully resolved by the terms of that Agreement, except for those issues expressly left open by the Agreement.
8. I have, to the best of my ability, ascertained and determined that the address for my client on page one of this document is the claimant's current address, and that the settlement check should be sent to that address.

_____ Attorney Signature _____ Printed Name of Attorney _____ Date