

**FREQUENTLY ASKED QUESTIONS ABOUT FINAL SETTLEMENT  
OF FUTURE UNDISPUTED SUPPORTIVE MEDICAL MAINTENANCE BENEFITS  
UNDER A.R.S. § 23-941.01**

- 1. Where is the authority for final settlement of future undisputed supportive medical maintenance benefits in the Arizona Workers' Compensation Act?**

A.R.S. § 23-941.01, effective July 20, 2011, provides for the final settlement of undisputed future entitlement to supportive medical maintenance benefits ("supportive care") in workers' compensation cases (hereinafter referred to as "final supportive care settlement agreements").

- 2. What can be settled in a final supportive care settlement agreement under A.R.S. § 23-941.01?**

Undisputed entitlement to supportive care for **known conditions** after the period of temporary disability is terminated by a final notice of claim status or award of the Commission can be settled in a final supportive care settlement agreement.

- 3. Can the parties settle portions of the undisputed supportive care and leave other provisions in place?**

Yes. The parties may settle all or a portion of the undisputed future entitlement to supportive care for **known conditions**.

- 4. Can future supportive care be settled as to conditions that are not yet known but can be reasonably anticipated?**

No. Future supportive care may be settled only for **known conditions** described in the agreement.

- 5. Can potential future supportive care for new, additional or previously undiscovered conditions be included in a final supportive care settlement agreement?**

No. Future potential supportive care for new, additional or previously undiscovered conditions may not be included in a final supportive care settlement agreement.

- 6. Can reasonably anticipated supportive care for known conditions be settled before the claim is closed for active care?**

No. A claim must be closed before the parties entered in a final supportive care settlement agreement.

- 7. What does "final settlement" mean under A.R.S. § 23-941.01?**

“Final settlement” means a settlement in which the claimant waives any future entitlement to supportive care for **known conditions** described in the agreement.

**8. What is the effect of a final supportive care settlement agreement under A.R.S. § 23-941.01?**

A final supportive care settlement agreement has the effect of releasing a claim for undisputed supportive care after the claim has been closed by final notice or award.

**9. When is a final supportive care settlement agreement valid and enforceable?**

A final supportive care settlement agreement that has been executed by the parties is valid and enforceable when the agreement is approved by the commission.

**10. Must a final supportive care settlement agreement be approved by the commission?**

Yes. A final supportive care settlement agreement is not valid and enforceable unless it is approved by the commission.

**11. Who will review and approve a final supportive care settlement agreement?**

A final supportive care settlement agreement will be reviewed and approved by an Administrative Law Judge (“ALJ”).

**12. Will hearings be scheduled on final supportive care settlement agreements?**

Hearings on final supportive care settlement agreements will be scheduled at the request of the parties or in the discretion of the presiding ALJ.

**13. What must be included in a final supportive care settlement agreement?**

A description of all medical conditions subject to the agreement must be included in the agreement.

**14. What must be filed with a final supportive care settlement agreement?**

A summary of the reasonably anticipated future supportive medical maintenance benefits and the projected costs of the benefits must be filed with the agreement for review by the claimant and ALJ

**15. What else should be included in a final supportive settlement agreement?**

The following should be included in a final supportive care settlement agreement:

- a. An acknowledgment by the parties that the agreement applies only to undisputed supportive care for known conditions described in the agreement;
- b. An acknowledgment by the employer or carrier of its duty to inform the attending physician of the approval of the final settlement agreement if the agreement terminates the claimant's entitlement to supportive care;
- c. An acknowledgment by the claimant that the actual costs of the care to which the claimant is entitled may be different from the projected costs contained in the agreement;
- d. An acknowledgment that no coercion, fraud, misrepresentations, or undisclosed additional agreements were used to achieve the settlement;
- e. An acknowledgment that the claimant has read and understood the terms of the agreement, agrees to the terms, and requests approval by the commission; and
- f. A signed, notarized certification by the claimant representing the claimant's review and agreement to the terms set forth in the agreement.

**16. What payments remain the responsibility of the employer or carrier?**

The employer or carrier shall remain responsible for payment for all undisputed supportive care not covered by the settlement agreement. The employer or carrier shall also remain responsible for payment of all undisputed supportive care covered by the settlement and rendered prior to the date of the settlement agreement.

**17. Can a final supportive care settlement agreement be combined with a Compromise and Settlement Agreement of bona fide disputes?**

No. A final supportive care settlement agreement should be kept separate from Compromise and Settlement Agreements settling bona fide disputes. To avoid confusion, a final supportive settlement agreement should be clearly labeled as **"Final Settlement of Undisputed Supportive Medical Maintenance Benefits."**