

STATE OF FLORIDA  
Division of Administrative Hearings  
Office of the Judge of Compensation Claims

CLAIMANT: Steve Martin

OJCC NO: 02-015247 IF

D/A: [REDACTED]

ISSUES/PETITIONS FOR BENEFITS

| DATE FILED | ISSUE | RESOLVED<br>YES/NO |
|------------|-------|--------------------|
|------------|-------|--------------------|

The attached EXH "A" identified as Settlement Agreement and Release relates to the above captioned matter is contingent on the City of Hollywood Commission Approval.

This Mediation Settlement Agreement is stipulated to and agreed to by the undersigned parties in the presence of the undersigned mediator, Charles E. Leal. The parties further acknowledge receipt of a copy of this agreement and pursuant to Rule 60Q-6.110 if a copy is required to be furnished to the court, the claimant shall file same with the Judge of Compensation Claims. The parties agree that the undersigned mediator will not be subpoenaed, called to testify, called to give a statement, called to give a deposition, or to resolved any matter in any forum or disclose any communication or conduct made during the mediation process. The parties agree, whether or not this mediation was conducted pursuant to a specific order of the Judge of Compensation Claims, that the confidentiality provisions of F.S. 44.102 and any other statute or rule apply to this mediation and any subsequent proceedings.

MEDIATION SETTLEMENT AGREEMENT

☒ This is a complete "Washout" settlement under F.S. 440.20 (11)(c), represented claimant. The parties will execute appropriate documents and submit documentation to the Judge for approval of any attorney fees, if necessary.

☐ This is a complete "Washout" settlement under F.S. 440.20 (11)(a) or (b), unrepresented claimant, and judicial approval shall be considered after the parties enter into and file the necessary stipulation and joint petition, order and exhibits.

☐ This is not a Washout Settlement under F. S. 440.20.(11).

☒ Attached hereto and incorporated by reference to this Mediation Settlement Agreement is Exhibit "A" of 41 pages(s).

[Signature]  
Claimant

[Signature]  
Claimant's Atty

E/C/SA Representative

[Signature]  
Mediator - Charles E. Leal

9/2/18  
Date

E/C/SA Attorney

N/A  
Interpreter

**SETTLEMENT AGREEMENT AND RELEASE**

Employee/Claimant:  
Steve Martin  
[REDACTED]

OJCC Case No. 02-015247IF

Claim Number  
[REDACTED]

Date(s) of Accident: [REDACTED]

Employer:  
City of Hollywood  
Post Office Box 229045  
Hollywood, FL 33022

Insurance Carrier Name:  
Ascension Benefits & Insurance Solutions  
of Florida  
700 Central Parkway  
Stuart, FL 34994

**THIS AGREEMENT, which is contingent on City of Hollywood Commission Approval, subject to the terms and conditions as set forth below, is intended to be a complete, entire and final release and waiver of any and all rights, to any and all benefits, past, present and future, that the Employee/Claimant, Steve Martin, is, or may be, entitled to under Chapter 440, Florida Statutes, (as more fully set forth below), and any other actions, claims, demands or causes of actions, whatsoever, that the Employee/Claimant may have against the Employer, City of Hollywood, and the Carrier/Servicing Agent, Ascension Benefits & Insurance Solutions of Florida, hereinafter, Employer/Carrier/Servicing Agent.**

**I. TERMS OF WORKERS' COMPENSATION SETTLEMENT AGREEMENT AND RELEASE PURSUANT TO 440.20(11)(c)(d) & (e) (2001):**

**A. TOTAL SETTLEMENT AMOUNT:**

**This Settlement Agreement and Release is contingent on the City of Hollywood Commission approval. Should the City of Hollywood not approve this settlement, the terms in this agreement are null and void. However, should the City of Hollywood Commission approve this settlement, the Employer/Carrier/Servicing Agent will pay to the Employee/Claimant, in a lump sum, the amount of \$439,000.00 (\$100.00 of which is payable to the Employee/Claimant as consideration for an ADA/General employer release), payment of which will be issued within thirty (30) days from the date of Certificate of Service on the Order approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlement under Section**

440.20(11)(c)(d) & (e). From the aforementioned lump sum amount, \$359,301.00 is allocated to fund a self-administered Medicare Set-Aside Account. It is understood and agreed by the parties that the terms of this agreement are binding and fully enforceable.

**B. ALL BENEFITS RESOLVED:**

Payment of the aforementioned lump sum is in full satisfaction of the obligation or liability of the Employer/Carrier/Servicing Agent to pay any benefits of whatever kind or classification available under the Florida Workers' Compensation Law including, but not limited to, temporary total and temporary partial disability benefits, impairment benefits, permanent total disability benefits, permanent total supplemental benefits, supplemental benefits, wage loss benefits, rehabilitative temporary total disability benefits, vocational benefits required to be provided by the Employer, death benefits, attorney's fees, past, present and future medical benefits, attendant care, prescriptions, orthotics, prosthetics, transportation, or any other benefit contemplated under Florida Statute 440 relating to the alleged accident or occupational disease arising on account of or in connection with an [REDACTED]

The Employee/Claimant acknowledges by his signature below, that upon payment of the consideration referenced in paragraph I.A. herein, he waives all entitlement to any and all further Workers' Compensation benefits and that the Employer/Carrier/Servicing Agent will be fully and forever discharged and released from the obligation or liability to pay any and all benefits of whatever kind or classification payable under the Florida Workers' Compensation Law.

The Employee/Claimant stipulates and the parties agree that this Settlement Agreement and Release shall constitute an election of remedies by the Employee/Claimant with respect to the Employer/Carrier/Servicing Agent herein. As a result of accepting the above referenced sum, the Employee/Claimant relinquishes all rights for recovery for negligence, intentional torts, employer liability under workers' compensation law, bodily injury and any other potential claims arising under the workers' compensation law and employers' liability policy (including, but not limited to, Part II/Coverage B) in effect for the [REDACTED]

The undersigned Employee/Claimant accepts and assumes all risk; chance or hazard that said injuries, damages, manifestations or losses are now or may become greater, more numerous or more extensive than is now known, anticipated or expected; and the undersigned Employee/Claimant agrees that this release applies to all injuries, damages, manifestations or losses of every kind and character which have arisen, or which may hereafter arise, even though now unknown, unanticipated or unexpected. The undersigned Employee/Claimant hereby acknowledges full responsibility for all future medical benefits.

**C. ATTORNEYS FEES:**

**1. Fee/Costs paid by the Employee/Claimant -**

The Employee/Claimant will pay to his attorney the sum of \$64,500.00 out of the above settlement. Additionally, the Employee/Claimant shall pay costs to his attorney in the amount of \$15,199.00. The fee and costs shall be paid from the settlement proceeds thereby making the net settlement amount of \$359,301.00. From the aforementioned net settlement amount, \$359,301.00 is allocated to fund a self-administered Medicare Set-Aside Account.

**2. Prior representation -**

The Employee/Claimant will be responsible for any and all attorney's fee liens filed or held by any prior attorney, for representation of the Employee/Claimant, including, but not limited to, any liens asserted by Joseph Daye, Esquire and Barbara Wagner, Esquire, and/or their law firms. The Employee/Claimant agrees to indemnify and hold the Employer/Carrier/Servicing Agent harmless as to any attorney fee liens.

**D. CHILD SUPPORT ARREARAGE:**

The Employee/Claimant agrees that the sum of \$\_\_\_\_\_ shall be deducted from the lump sum payable pursuant to this agreement, to pay the outstanding child support arrearage for case number \_\_\_\_\_. The Employee/Claimant stipulates and agrees that he is not under any additional child support obligation, other than the aforementioned case number. The Employee/Claimant also stipulates and agrees to indemnify and hold the Employer/Carrier/Servicing Agent harmless against any action brought by any third party for payment of child support arrearage.

**E. THIRD PARTY LIENS:**

The Employer/Carrier/Servicing Agent does not waive any lien rights pursuant to Florida Statute 440.39 and the lump sum benefits paid herein shall be included in the amount thereof. The Employee/Claimant agrees to give written notification to the Employer/Carrier/Servicing Agent or their attorney as to the filing of any suit against third parties arising out of the accident or injuries giving rise to this claim and to advise as to any recovery received from third parties arising out of the accident or injuries which are the subject matter of this claim. The Employee/Claimant further agrees that no proceeds from any third party claim shall be disbursed prior to satisfaction of the Employer/Carrier/Servicing Agent's lien.

**II. STIPULATED FACTS:**

**A. MEDICAL CARE:**

The Employee/Claimant understands and acknowledges that any and all entitlement to authorized treatment will cease effective the date the Judge of



Compensation Claims approves the Motion for Attorneys' Fees and Allocations of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d)&(e). The Employee/Claimant also stipulates and agrees that he will not seek any medical care or treatment for his compensable injuries through his private health insurance with the City of Hollywood until he expends the entire amount of \$359,301.00 allocated toward the Medicare Set-Aside account on Medicare-covered expenses.

**B. INDEMNITY BENEFITS:**

The Employee/Claimant acknowledges that effective the date the Judge of Compensation Claims approves the Motion for Attorney's Fees and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d)&(e), he will no longer be eligible nor entitled to any past, present or future indemnity benefits.

**III. SPECIFIC WAIVERS AND REPRESENTATIONS:**

**A. WAIVER OF RIGHT TO HAVE CASE HEARD BY JUDGE OF COMPENSATION CLAIMS AND RIGHT TO BRING PETITION FOR MODIFICATION:**

The Employee/Claimant understands that he does hereby relinquish the right to have any unresolved conflicts or disputes involving the right to monetary compensation benefits, impairment benefits, death benefits, attorney's fees, past due medical benefits, future medical benefits, and rehabilitation benefits heard and decided by the Judge of Compensation Claims. The Employee/Claimant also understands that this Settlement Agreement and Release shall not be reviewed by the Judge of Compensation Claims in accordance with Florida Statute 440.20 (11) (c). In addition, the Employee/Claimant also understands that the Order approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d) & (e) is not an award under the Florida Workers' Compensation Act and is not subject to modification or review.

**B. WAIVER OF PENALTIES AND INTEREST:**

The Employee/Claimant does hereby waive any right he may have to any and all penalties and/or interest on account of the alleged accident or occupational disease referenced herein.

**C. RIGHT TO FUTURE MEDICAL CARE CLOSED:**

As provided under F.S. 440.20 (11)(c), the lump sum payable herein will fully discharge and satisfy the Employer/Carrier/Servicing Agent's liability and the Managed Care provider's liability, to provide future remedial and palliative medical care under F.S. 440.13 and 440.134, including, but not limited to, follow up examinations, pain medication, diagnostic testing, attendant care, and surgery. The Employer/Carrier/Servicing Agent and the Managed Care Provider shall no longer be liable for any medical benefits resulting from the alleged accident or occupational disease referenced herein. Any further/future medical expenses will be the sole responsibility of the

Employee/Claimant. The Employee/Claimant agrees to notify his treating physicians that he is now alone fully financially responsible for any and all medical care and treatment. The Employee/Claimant also stipulates and agrees that he will not seek any medical care or treatment for his compensable injuries through his private health insurance with the City of Hollywood until he expends the entire amount of \$359,301.00 allocated toward the Medicare Set-Aside account on Medicare-covered expenses.

The Employee/Claimant has considered or had the opportunity to consider any and all reports submitted by medical providers and rehabilitation providers. In addition, the Employee/Claimant has consulted with or had the opportunity to consult with medical providers and rehabilitation providers. The Employee/Claimant stipulates and agrees that he has determined that the amount of money being proposed to settle medical care and treatment is reasonable and adequate to meet the Employee/Claimant's future medical needs, in connection with [REDACTED]

**D. ALL KNOWN ACCIDENTS, INJURIES AND OCCUPATIONAL DISEASES REVEALED AND ALL PENDING CLAIMS AND/OR PETITIONS FOR BENEFITS WITHDRAWN AND/OR ACTIONS WAIVED:**

The Employee/Claimant represents and affirms that all accidents, injuries and occupational diseases known to have occurred or sustained while employed by City of Hollywood have been revealed to the Employer/Carrier/Servicing Agent. All pending Claims/Petitions for Benefits are hereby voluntarily withdrawn and dismissed, with prejudice. It is stipulated and agreed that no accidental injuries or occupational diseases other than that specifically mentioned herein have been sustained, while the Employee/Claimant was employed at City of Hollywood. This settlement represents a settlement of any and all claims or actions that may arise from the accident referenced herein and any claims or actions that may have arisen out of the Employee/ Claimant's employment with City of Hollywood, whether reported or unreported.

As part of this settlement, the Employee/Claimant further specifically agrees to release and discharge the Employer, City of Hollywood, its officers, agents, servants, employees, directors, successors, assigns, and any other person or entity so connected to the Employer, of any and all claims relating to retaliatory discharge under section 440.205, Florida Statutes.

In addition, as further consideration for such payment, the Employee/Claimant agrees and does hereby release, discharge, and surrender any and all claims, whether or not asserted, against the Employer, City of Hollywood, or its Servicing Agent, or any of their officers, agents, servants, employees, directors, successors, assigns, and any other person or entity so connected to the Employer and/or Servicing Agent, of any nature whatsoever, without any limitation thereof.

**E. EMPLOYER/CARRIER/SERVICING AGENT'S PAYMENT OF PAST MEDICAL BILLS:**

The Employer/Carrier/Servicing Agent agrees to pay, in accordance with the Workers' Compensation Fee Schedule, any bills for treatment causally related to work accident or occupational disease, from authorized health care providers/facilities, for dates of service prior to the date of the Order approving the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage, including, but not limited to, any medical bills related to the Employee/Claimant's [REDACTED]

The Employer/Carrier/Servicing Agent will pay for such services upon receipt of the authorized treating physician's bills, submitted upon proper form.

The Employer/Carrier/Servicing Agent does not agree to pay any bills from unauthorized health care providers/facilities and the Employee/Claimant stipulates and agrees that he is solely responsible for resolving and satisfying any liens or attachments, filed by any health care provider/facility, not authorized by the Employer/Carrier/Servicing Agent. The Employee/Claimant also stipulates and agrees that he is not aware of any liens or attachments, filed by any health care provider/facility, not authorized by the Employer/Carrier/Servicing Agent. Moreover, the Employee/Claimant stipulates and agrees to indemnify and hold the Employer/Carrier/Servicing Agent harmless against any action brought by any third party, for payment of past medical bills, for medical treatment, not authorized by the Employer/Carrier/Servicing Agent.

The Employee/Claimant stipulates and agrees that he is not aware of any liens or attachments, filed by any health care provider/facility or Medicare or Medicaid not authorized by the Employer/Carrier/Servicing Agent. Moreover, the Employee/Claimant stipulates and agrees to indemnify and hold the Employer/Carrier/Servicing Agent against any action brought by any third party for payment of past medical bills for medical treatment not authorized by the Employer/Carrier/Servicing Agent. The Employee/Claimant shall be responsible for any Medicare or Medicaid liens. The Employee/Claimant also stipulates and agrees that he will not seek any medical care or treatment for his compensable injuries through his private health insurance with the City of Hollywood until he expends the entire amount of \$359,301.00 allocated toward the Medicare Set-Aside account on Medicare-covered expenses.

**F. FULL AND COMPLETE KNOWLEDGE:**

The Employee/Claimant acknowledges that he has full and complete knowledge of all pertinent and material facts in the instant claim and it is his desire to settle this claim, fully and finally, consistent with and under the provisions of Section 440.20 of the Florida Statutes. The Employee/Claimant has entered into this agreement after full discussion and consideration of the matter and with full knowledge of the reports and opinions of the Employee/Claimant's treating physicians and rehabilitation counselors, as well as the Employee/Claimant's own estimate of his physical condition. The Employee/Claimant further represents that his rights under the Florida Workers'

Compensation Law have been explained to his satisfaction and that he has made independent inquiry concerning the reasonableness of the settlement and his medical and disability status or has waived the opportunity to do so.

Moreover, this Settlement Agreement and Release is the by-product of a duly scheduled Mediation which took place on September 2, 2015. The Mediation Agreement which resulted therefrom is attached hereto and incorporated herein by reference.

The Employee/Claimant understands that if this case were not settled, the Employee/Claimant would have a period of time following the date of last payment of compensation or furnishing of medical care in which to make a further claim against the Employer/Carrier/Servicing Agent herein because of injuries suffered in this accident. The Employee/Claimant feels it is advantageous and in his best interest to terminate this litigation and accept the settlement agreed to hereunder in full and final adjudication and settlement of this claim to compensation and medical benefits. The Employee/Claimant understands that the Employer/Carrier/Servicing Agent also waive substantial rights in settling this claim. The Employee/Claimant also understands that if he initiates legal proceedings pertaining to this Settlement Agreement and Release, after the Judge of Compensation Claims approves the Motion for Approval of Attorney's Fees and Allocation of Child Support Arrearage for settlement under Section 440.20(11)(c) (d)&(e), the Employee/Claimant shall be liable to the Employer/Carrier/Servicing Agent for all its' expenses, including reasonable attorney's fees, incurred during the proceeding.

As a further consideration and inducement for this compromise settlement, the undersigned Employee/Claimant agrees to indemnify, protect and hold harmless all parties named in this Settlement Agreement and Release and all other persons, firms and corporations whomsoever, from all judgments, costs, attorney's fees and expenses whatsoever arising on account of any action, claim or demand including but not limited to the following: all claims for subrogation, workers' compensation liens, bills and any and all claims under any Federal, State or local income disability act; any claim under the Americans with Disabilities Act; any other public programs providing medical expenses, disability payments, or other similar benefits; any and all claims under Medicaid, Medicare; any and all claims for reimbursement or subrogation under any group medical policy, individual medical policy or any health maintenance organization; any and all claims for reimbursement or subrogation under any health, sickness, or income disability insurance, automobile accident insurance, and any other similar insurance that provides health benefits or income disability coverage; any and all claims for reimbursement or subrogation under any contract or agreement with any group, organization, partnership or corporation which provides for the payment or reimbursement of medical expenses or wages during the period of disability; and any and all actions, claims or demands whatsoever of any type or nature which may hereafter be brought or asserted against the parties named in this Settlement Agreement and Release, on account of any injury, loss or damage resulting from the accident, occurrence, incident or event aforesaid.



The undersigned Employee/Claimant warrants that no promise or inducement not herein expressed has been made; that in executing this Release the undersigned Employee/Claimant is not relying upon any statement or representation made by any person, firm or corporation hereby released or any agent, physician or doctor or other person representing them or any of them concerning the nature, extent or duration of the injuries, losses or damages here involved or the legal liability therefor, or concerning any other thing or matter; that the payment of the above-mentioned sum is in compromise settlement and full satisfaction of all the aforesaid actions, claims and demands whatsoever; that the undersigned Employee/Claimant is over the age of twenty-one (21) years and legally competent to execute this Release and that the undersigned Employee/Claimant is fully informed of the contents of this Settlement Agreement and Release and signs it with full knowledge of its meaning.

**G. AGREEMENT NOT TO REAPPLY:**

It is stipulated that the Employee/Claimant is no longer employed and will not seek re-employment with City of Hollywood. The agreement to not seek re-employment is not being entered into due to any disabilities the Employee/Claimant may allege and is not the sole consideration for settlement of the claim referenced herein. The Employee/Claimant's separation from further employment with City of Hollywood previously took place and without any further action by any party. It is further agreed that the Employee/Claimant will not reapply with City of Hollywood.

**H. VOLUNTARY SETTLEMENT:**

The Employee/Claimant understands that he, like the Employer/Carrier/Servicing Agent, does not have to settle and is doing so freely, voluntarily and with no duress or coercion from anyone. The Employee/Claimant also affirms that he is mentally competent and understands all of the terms of this agreement and the consequences therefrom and further has had advice of counsel, with whom the Employee/Claimant is satisfied. The Employee/Claimant further understands that he has the right to take any claim/petition for any Workers' Compensation benefits to a hearing to have said claim/petition heard by a Judge of Compensation Claims and that by settling, he gives up that right permanently. The Employee/Claimant represents that he has read this settlement agreement and release and hereby acknowledges that he understands and accepts all of the terms and conditions herein and that he has done so with the advice of counsel.

**I. MEDICARE CONSIDERATIONS:**

(1) General. The Medicare Secondary Payer Act, 42 U.S.C. §1395y(b)(2), ("MSP") provides that any money received for settlement is a primary payment to Medicare. Further, the MSP also provides that Medicare does not pay for any item or service if there is a primary payment or payor. The regulations, 42 C.F.R. §411.46 provide that if any amount paid for settlement is intended to compensate the individual for all future medical expenses related to the claimed injury or disease,



Medicare payments for such services are excluded until medical expenses related to the injury or disease equal the amount of these payments.

(2) Allocation. The Employee/Claimant is a Medicare beneficiary. Pursuant to the MSP, and as a part of this settlement, the parties submitted a Medicare Set-Aside Allocation to CMS for approval. Per CMS' determination, the Set-Aside will be funded with a lump sum of \$359,301.00. The Employee/Claimant also stipulates and agrees that he will not seek any medical care or treatment for his compensable injuries through his private health insurance with the City of Hollywood until he expends the entire amount of \$359,301.00 allocated toward the Medicare Set-Aside account on Medicare-covered expenses.

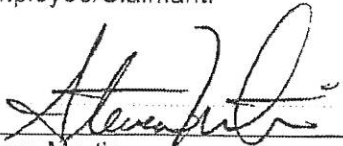
(3) Administration. The Set-aside will be administered by the Employee/Claimant in accordance with the Centers for Medicare and Medicaid Services June 3, 2013 determination letter, attached hereto and incorporated herein by reference as Exhibit A. The Medicare Set-Aside funds shall be placed in an interest bearing account, named "Steve Martin Medicare Set-Aside Account," that is insured by the Federal Deposit Insurance Corporation. The funds in the Set-Aside account shall be used solely to pay medical expenses to treat the Employee/Claimant's [REDACTED], which would otherwise be paid by Medicare. Funds in the Set-Aside account shall not be used to pay for medical services that would not be covered by Medicare. Federal statutes and regulations set forth the medical item, services and equipment that are covered by Medicare.

(4) Indemnification. The Employee/Claimant agrees to indemnify, defend, and hold harmless the Insurer against any claim for loss of Medicare benefits and for any injury or damages related to or arising out of that loss for benefits; for any recovery Medicare and/or the Centers for Medicaid and Medicare Services might pursue against the parties; and for any and all other losses or damages that result from the Employee/Claimant's representations about her Medicare status or creation, administration, or dissolution of the account.

(5) Private Cause of Action. The Employee/Claimant agrees to waive his rights to any private cause of action under 42 U.S.C. § 1395y(3)(a) (West 2012), related to any workers' compensation claim that is the subject of this settlement.

This Settlement Agreement and Release was signed by the Employee/Claimant on this 9/2/15 day of September, 2015, and by the attorney for the Employee/Claimant on this 9/2/15 day of September, 2015, and by the attorney for the Employer/ Carrier/Servicing Agent on this 9/2/15 day of September, 2015.

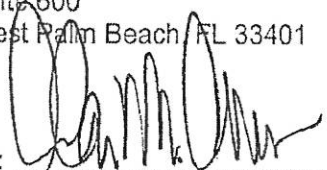
Employee/Claimant:

  
Steve Martin

Attorney for Employee/Claimant:

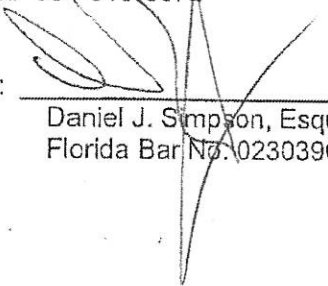
Rosenthal, Levy, Simon & Ryles, P.A.  
1401 Forum Way  
Suite 600  
West Palm Beach, FL 33401

By:

  
Alan Aronson, Esquire  
Florida Bar No. 845997

Attorney for Employer/Carrier:  
CONROY SIMBERG  
3440 Hollywood Boulevard, Second Floor  
Hollywood, FL 33021  
Phone: (954) 961-1400 Broward  
Fax: 954-518-8672

By:

  
Daniel J. Simpson, Esquire  
Florida Bar No. 0230390

STATE OF FLORIDA

COUNTY OF Alachua

)  
) SS:

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared, Steve Martin, to me known to be the person described in, or has produced identification in the nature of \_\_\_\_\_, on this 2nd day of Sept., 2015, who upon being duly sworn, certifies that the information furnished by him as incorporated in the foregoing Settlement Agreement and Release is true and correct and that he has had the foregoing Settlement Agreement and Release read to him and that he has executed the foregoing Settlement Agreement and Release freely and voluntarily for the uses and purposes therein expressed.

SWORN TO AND SUBSCRIBED before me this 2nd day of Sept., 2015.

Steve Martin  
Steve Martin

Maria Hernandez  
NOTARY PUBLIC, State of Florida

My Commission Expires: \_\_\_\_\_

(Print, Type or Stamp Commission Expires Date of Notary Public)



MARIA HERNANDEZ  
MY COMMISSION # FF 071918  
EXPIRES: December 14, 2016  
BONDED THRU Budget Notary Services

# Exhibit "A"

Page 1 of 2



DEPARTMENT OF HEALTH & HUMAN SERVICES  
Centers for Medicare & Medicaid Services

June 03, 2013

GOULD AND LAMB, LLC  
101 Riverfront Boulevard  
Suite 100  
Bradenton, FL 34205

RE: Workers' Compensation Medicare Set-aside Arrangement

Claimant:

STEVEN MARTIN

HICN/SSN:

Date of Injury:

CMS Case Control Number:

WC1231000057944

Dear GOULD AND LAMB, LLC

This letter is in response to your initial proposal submitted on 11/05/2012 for a Workers' Compensation Medicare Set-aside Arrangement (WCMSA) on behalf of the above-named individual.

You proposed that a WCMSA in the amount of \$20,352.00 be available for the purposes of paying for future medical services related to the work injury or disease that would otherwise be reimbursable by Medicare. We note that an amount of \$186,832.00 was submitted for future prescription drug treatment.

We have evaluated your proposal to protect Medicare's interests with a WCMSA for future medical expenses related to STEVEN MARTIN's work injury or disease. We have determined that \$359,301.00, which is a combination of the reviewed future medical treatment and the future prescription drug costs that are noted in the submitted cover letter, adequately considers Medicare's interests.

In accordance with 42 CFR 411.46, Medicare payments for all future medical expenses and future prescription drug expenses related to the work injury or disease are excluded until medical expenses and/or prescription drug expenses related to the injury or disease equal the amount of the lump-sum payment of \$359,301.00. The WCMSA funds must be placed in an interest-bearing account. Funds in the account should not be used for any purpose other than payment of future medical expenses and future prescription drug expenses related to the work injury or disease that would otherwise be reimbursable by Medicare.

Approval of this WCMSA is not effective until a copy of the final executed workers' compensation settlement agreement, which must include this approved WCMSA amount, is received by CMS at the following address:

CMS  
c/o Coordination of Benefits Contractor  
P.O. Box 33849  
Detroit, Michigan 48232-5849  
Attention: WCMSA

Note - If this case was submitted using the Workers' Compensation Set-Aside Web Portal, the final settlement document must be attached and submitted to the case using the Web Portal. See the Case Documents section '25 - Proposed/Final Settlement Agreement or Court Order' on the Web Portal case.

The proposed settlement agreement provides for future medical expenses to be paid based on the workers' compensation fee schedule for the state of FLORIDA. Therefore, the WCMSA is approved to

pay providers, physicians and suppliers based on the workers' compensation fee schedule in effect for this state for future medical expenses that would otherwise be reimbursable by Medicare. The WCMSA administrator is responsible for obtaining fee schedule updates.

Once the funds in the WCMSA account have been exhausted and Medicare has been provided with information to document that payments from the account were appropriate, Medicare will begin paying for the beneficiary's Medicare-covered services that are related to the work injury or disease. The beneficiary's Medicare-covered expenses that are not related to the work injury or disease are not affected by the WCMSA and will be reimbursed by Medicare unless another entity under 42 U.S.C. Section 1395y(b) is responsible for primary payment of such expenses.

Funds in a WCMSA may not be used to purchase a Medicare supplemental insurance policy or a Medigap policy for a beneficiary, or to pay for the premiums for such policies.

You have indicated that the claimant, STEVEN MARTIN, will act as administrator of the WCMSA funds. Please see the enclosed instructions titled, "Administering Your Workers' Compensation Medicare Set-aside Arrangement (WCMSA)", along with a self-attestation letter. The self-attestation letter must be signed and forwarded to CMS' Medicare contractor listed below no later than 30 days after the end of each year (beginning with one year from establishment of the WCMSA account). Annual self-attestation should continue through depletion of the account. It is important that the administrator understands and complies with these instructions.

MSPRC  
PO BOX 138832  
OKLAHOMA CITY, OK 73113  
Attention: MSP - Medicare Set-Aside Reconciliation

Please note that decisions regarding future medical treatment and/or future prescription drug expenses are independent of any determination regarding Medicare Secondary Payer recovery rights. Medicare has both a direct recovery right and a subrogated right to recover Medicare payments related to any workers' compensation (WC) settlement, judgment, award, or other recovery. Any payments Medicare may have made that are related to the WC settlement, judgment, award, or other recovery must be repaid.

If you have any questions concerning this letter, please call MARTHEANN POLASKI at (215) 861-4318.

Sincerely,

*Gerald Walton*

Gerald Walton  
Director, Financial Services Group  
Office of Financial Management

Enclosure  
CC: STEVEN MARTIN  
MSPRC



## ADMINISTERING YOUR LUMP-SUM WORKERS' COMPENSATION MEDICARE SET-ASIDE ARRANGEMENT (WCMSA)

You have chosen to personally administer the WCMSA account established as part of a Workers' Compensation settlement. It is important that you understand the Centers for Medicare & Medicaid Services' (CMS) policies regarding workers' compensation set-aside arrangements (WCMSAs).

Medicare regulations, as found in Title 42 of the Code of Federal Regulations 411.46, state that Medicare will not pay for Medicare-covered medical expenses or Medicare-covered prescription drug expenses related to your work-related injury until the WCMSA funds have been exhausted. Your WCMSA funds must be used to pay for all Medicare-covered medical services and Medicare-covered prescription drug expenses related to the workers' compensation injury, illness, or disease. A CMS lead Medicare contractor will monitor your expenditures from the WCMSA account upon receipt of the annual self-attestation letter that you are required to submit. Once the lead contractor has confirmed that the WCMSA funds have been exhausted appropriately, Medicare will begin paying for Medicare-covered services related to the workers' compensation injury, illness, or disease.

Instructions for establishing and administering a WCMSA account are listed below. If you have any questions regarding these requirements, please contact the CMS lead Medicare contractor at the following address:

- MSPRC  
- PO BOX 138832  
- OKLAHOMA CITY, OK 73113  
- Attention: MSP - Medicare Set-aside-Reconciliation

### Establishing and Using your Medicare Set-Aside Account

- WCMSA funds must be placed in an interest-bearing account, separate from your personal savings or checking account.
- WCMSA funds may only be used to pay for medical services and prescription drug expenses related to your work injury that would normally be paid by Medicare.
- Examples of some items that Medicare does not pay for are: acupuncture, routine dental care, eyeglasses or hearing aids, etc.; therefore, these items cannot be paid from the WCMSA account. You may obtain a copy of the booklet "Medicare & You" from your Social Security office for a more extensive list of services not covered by Medicare.
- If you have a question regarding Medicare's coverage of a specific item, service, or prescription drug, to determine if you may pay for it from the WCMSA account, please call 1-800-MEDICARE (1-800-633-4227) or visit CMS' website: <http://www.cms.hhs.gov/hoine/medicare.asp>

*Please note: If payments from the WCMSA account are used to pay for services other than Medicare allowable medical expenses related to medically necessary services and prescription drug expenses, Medicare will not pay injury related claims until these funds are restored to the WCMSA account and then properly exhausted.*

### Record Keeping

- As administrator of the account, you will be responsible for keeping accurate records of payments made from the account. These records may be requested by CMS' lead Medicare contractor as proof of appropriate payments from the WCMSA account.
- You may use the WCMSA account to pay for the following costs that are directly related to the account:
  - Document copying charges
  - Mailing fees/postage
  - Any banking fees related to the account
  - Income tax on interest income from the set-aside account

- Annually, you must sign and forward a copy of the attached self-attestation form, which states that payments from the WCMSA account were made for Medicare-covered medical expenses and Medicare-covered prescription drug expenses related to the work-related injury, illness, or disease.
- An annual accounting shall be submitted to the Medicare lead contractor listed on Page 1 of this instruction no later than 30 days after the end of each anniversary year (beginning with one year from the date of settlement).
- The annual self-attestation should continue through depletion of the WCMSA account.
- **DO NOT SEND YOUR ANNUAL ACCOUNTING DIRECTLY TO CMS.** Please send your annual accounting to the CMS lead Medicare contractor noted above.

**Workers' Compensation Medicare Set-aside Arrangement (WCMSA)  
Account Expenditure for Lump Sum Account**

This form should be completed annually and mailed to MSPRC PO BOX 138832 OKLAHOMA CITY, OK 73113 starting one year from the date of settlement.

**Note:** Please make several copies of this form because you must send this form to the Medicare contractor each year until all of your WCMSA has been spent.

STEVEN MARTIN  
[REDACTED]

Date: \_\_\_\_\_

Total WCMSA amount noted in CMS' written opinion: \$359,301.00

Individuals that have a CMS-approved WCMSA as part of a workers' compensation settlement agreement may only use the funds in the WCMSA account to pay for Medicare-covered medical services and Medicare-covered prescription drug expenses that are related to the workers' compensation injury, illness, or disease.

(Please Check)

(1) I, the undersigned, attest that I have a lump sum WCMSA and have used the monies from the WCMSA account for the period of \_\_\_\_\_ to \_\_\_\_\_ to pay for the following:

Medical services: \$ \_\_\_\_\_  
Prescription drug expenses: \$ \_\_\_\_\_

(2) I, the undersigned, attest that I have a lump sum WCMSA and have **COMPLETELY EXHAUSTED** the monies in the WCMSA account to pay for the following:

Medical services: \$ \_\_\_\_\_  
Prescription drug expenses: \$ \_\_\_\_\_

I acknowledge and understand that failure to follow any of the Medicare requirements for the use of this money will be regarded as a failure to reasonably recognize Medicare's interests and that Medicare will deny coverage for all medical treatments and prescription drug expenses due to my work-related injuries up to the total workers' compensation settlement amount.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

The CMS reserves the right to audit how you spent the funds in your WCMSA account. Therefore, CMS recommends that you retain your WCMSA records for a period of seven (7) years. However, please do not send your receipts or bank statements to CMS or the Medicare Contractor identified above.

WORKERS COMPENSATION MEDICARE SET-ASIDE REVIEW

Case Control #: WC1231000057944 HICN: [REDACTED] SSN: [REDACTED]

Claimant's Name: STEVEN MARTIN

Date of Injury: [REDACTED]

Diagnosis Code: [REDACTED]

Proposed Settlement Date (PSD): 03/05/2013 DOB: [REDACTED]  
Age at PSD: 49 Rated Age at PSD: 54 Life Expectancy: 27 yrs.

Submitter:  
(941) 798-2098  
GOULD AND LAMB, LLC  
101 Riverfront Boulevard  
Suite 100  
Bradenton, FL 34205

Claimant:  
(000) 000-0000  
STEVEN MARTIN  
[REDACTED]

MSA Administrator:  
(000) 000-0000  
STEVEN MARTIN  
[REDACTED]

☐ SSA's Record shows Representative Payee

Proposed Future Medical MSA Amount: \$20,352.00  
Proposed Future Rx MSA Amount: \$186,859.00  
Total Proposed MSA: \$207,211.00  
Proposed Initial Deposit: \$0.00  
Total Settlement Amount: \$317,300.00

Recommended MSA: \$359,301.00 Pricing Method: Fee  
WC State: FLORIDA  
Recommended MSA Lump Sum: ☒ or  
Recommended MSA Structured Payments: ☐  
Recommended Initial Deposit: \$0.00  
Annual Amount: \$0.00 x 26 yrs.  
Anniversary Date: 03/05/2014  
Type of Recommendation: Counter-Higher  
If not eligible, reason:

Current Treatment Status for WC Injury, Illness/Disease (including past medical treatment):  
[REDACTED]



Past Medical Treatment Unrelated to WC Injury/ Co-Morbid Conditions:

Future Treatment (for Medicare covered items and services for the WC injury only):

The following chart summarizes the services and costs (exclusive of pharmacy items) that adequately protect Medicare's interests:

| Service | Freq  | Every X Yrs | # of Years | Price Per Service | Total       |
|---------|-------|-------------|------------|-------------------|-------------|
|         | 1.00  | 1.00        | 27.0       | \$20.00           | \$540.00    |
|         | 1.00  | 1.00        | 27.0       | \$29.00           | \$783.00    |
|         | 1.00  | 1.00        | 27.0       | \$3.00            | \$81.00     |
|         | 1.00  | 1.00        | 27.0       | \$20.60           | \$556.20    |
|         | 24.00 | 27.00       | 27.0       | \$96.00           | \$2,304.00  |
|         | 1.00  | 1.00        | 27.0       | \$105.00          | \$2,835.00  |
|         | 12.00 | 1.00        | 2.0        | \$70.00           | \$1,680.00  |
|         | 6.00  | 1.00        | 2.0        | \$70.00           | \$840.00    |
|         | 4.00  | 1.00        | 23.0       | \$70.00           | \$6,440.00  |
|         | 12.00 | 27.00       | 27.0       | \$98.00           | \$1,176.00  |
|         | 9.00  | 27.00       | 27.0       | \$67.00           | \$603.00    |
|         | 4.00  | 27.00       | 27.0       | \$316.00          | \$2,064.00  |
|         | 5.00  | 27.00       | 27.0       | \$150.30          | \$754.60    |
| Total:  |       |             |            |                   | \$20,656.20 |

Pharmacy (for Medicare covered drugs for the WC injury only):

The following chart summarizes the pharmacy costs that adequately protect Medicare's interests:

| Drug | National Drug Code | Amount Per Unit (Dosage) | Per Day | Per Week | Per Month | # of Years | Price Per Unit | Total        |
|------|--------------------|--------------------------|---------|----------|-----------|------------|----------------|--------------|
|      |                    |                          | 0.00    | 0.00     | 60.00     | 27         | \$4.64         | \$90,201.60  |
|      |                    |                          | 0.00    | 0.00     | 60.00     | 27         | \$3.74         | \$169,905.60 |
|      |                    |                          | 0.00    | 0.00     | 60.00     | 27         | \$2.49         | \$48,405.60  |
|      |                    |                          | 0.00    | 0.00     | 60.00     | 27         | \$1.55         | \$30,132.00  |
|      |                    |                          |         |          |           |            | Total:         | \$338,644.80 |

Rationale for Decision:

INSTEAD OF THE SUBMITTER'S PROPOSED SET-ASIDE, CMS HAS DETERMINED THAT A DIFFERENT SET-ASIDE AMOUNT IS NECESSARY TO PROTECT MEDICARE'S INTEREST FOR THE FOLLOWING REASONS:



The following chart summarizes the services and costs that adequately protect Medicare's interests:

Subtotal Future Treatment: \$20,656.00  
Subtotal Pharmacy: \$338,645.00  
Grand Total: \$359,301.00



DEPARTMENT OF HEALTH & HUMAN SERVICES  
Centers for Medicare & Medicaid Services

12/17/2012

GOULD AND LAMB, LLC  
101 RIVERFRONT BOULEVARD  
SUITE 100  
BRADENTON FL 34205

RE: *Workers' Compensation Medicare Set-aside Arrangement*  
Claimant: STEVEN MARTIN  
HICN/SSN: [REDACTED]  
Date of Injury: [REDACTED]  
CMS Case Control Number: WC1231000057944

Dear GOULD AND LAMB, LLC:

This letter is in response to your initial proposal received on 11/5/2012 for a Workers' Compensation Medicare Set-aside Arrangement (WCMSA) on behalf of the above named individual.

You proposed that a WCMSA in the amount of \$20,352.00 be available for the purposes of paying for future medical services related to the work injury or disease that would otherwise be reimbursable by Medicare. We note that an amount of \$186,839.00 was submitted for future prescription drug treatment.

We have evaluated your proposal to protect Medicare's interests with a WCMSA for future medical expenses related to STEVEN MARTIN's work injury or disease. We have determined that \$359,301.00, which is a combination of the reviewed future medical



treatment and the future prescription drug costs that are noted in the submitted cover letter, adequately considers Medicare's interests.

In accordance with 42 CFR 411.46, Medicare payments for all future medical expenses and future prescription drug expenses related to the work injury or disease are excluded until medical expenses and/or prescription drug expenses related to the injury or disease equal the amount of the lump-sum payment of \$359,301.00. The WCMSA funds must be placed in an interest-bearing account. Funds in the account should not be used for any purpose other than payment of future medical expenses and future prescription drug expenses related to the work injury or disease that would otherwise be reimbursable by Medicare.

Approval of this WCMSA is not effective until a copy of the final executed workers' compensation settlement agreement, which must include this approved WCMSA amount, is received by CMS at the following address:

CMS  
c/o Coordination of Benefits Contractor  
P.O. Box 33849  
Detroit, Michigan 48232-5849  
Attention: WCMSA

Note - If this case was submitted using the Workers' Compensation Set-Aside Web Portal, the final settlement document must be attached and submitted to the case using the Web Portal. See the Case Documents section '25 - Proposed/Final Settlement Agreement or Court Order' on the Web Portal case.

The proposed settlement agreement provides for future medical expenses to be paid based on the workers' compensation fee schedule for the state of FLORIDA. Therefore, the WCMSA is approved to pay providers, physicians and suppliers based on the workers' compensation fee schedule in effect for this state for future medical expenses that would otherwise be reimbursable by Medicare. The WCMSA administrator is responsible for obtaining fee schedule updates.

Once the funds in the WCMSA account have been exhausted and Medicare has been provided with information to document that payments from the account were appropriate, Medicare will begin paying for the beneficiary's Medicare-covered services that are related to the work injury or disease. The beneficiary's Medicare-covered expenses that are not related to the work injury or disease are not affected by the WCMSA and will be reimbursed by Medicare unless another entity under 42 U.S.C. Section 1395y(b) is responsible for primary payment of such expenses.

Funds in a WCMSA may not be used to purchase a Medicare supplemental insurance policy or a Medigap policy for a beneficiary, or to pay for the premiums for such policies.

You have indicated that the claimant, STEVEN MARTIN, will act as administrator of the WCMSA funds. Please see the enclosed instructions titled, Administering Your Workers' Compensation Medicare Set-aside Arrangement (WCMSA), along with a self-attestation letter. The self-attestation letter must be signed and forwarded to CMS' Medicare contractor listed below no later than 30 days after the end of each year (beginning with one year from establishment of the WCMSA account). Annual self-attestation should continue through



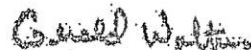
depletion of the account. It is important that the administrator understands and complies with these instructions.

MSPRC  
PO BOX 138832  
OKLAHOMA CITY, OK 73113  
Attention: MSP - Medicare Set Aside Reconciliation

Please note that decisions regarding future medical treatment and/or future prescription drug expenses are independent of any determination regarding Medicare Secondary Payer recovery rights. Medicare has both a direct recovery right and a subrogated right to recover Medicare payments related to any workers' compensation (WC) settlement, judgment, award, or other recovery. Any payments Medicare may have made that are related to the WC settlement, judgment, award, or other recovery must be repaid.

If you have any questions concerning this letter, please call MARIA KUEHN at (215) 861-4178.

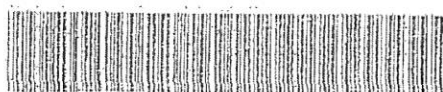
Sincerely,



Gerald Walters  
Director, Financial Services Group  
Office of Financial Management

Enclosure

CC: STEVEN MARTIN  
MSPRC





ADMINISTERING YOUR LUMP SUM WORKERS' COMPENSATION  
MEDICARE SET-ASIDE ARRANGEMENT (WCMSA)

You have chosen to personally administer the WCMSA account established as part of a Workers' Compensation settlement. It is important that you understand the Centers for Medicare & Medicaid Services' (CMS) policies regarding workers' compensation set-aside arrangements (WCMSAs).

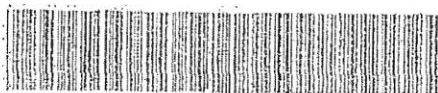
Medicare regulations, as found in Title 42 of the Code of Federal Regulations § 411.46, state that Medicare will not pay for Medicare-covered medical expenses or Medicare-covered prescription drugs expenses related to your work-related injury until the WCMSA funds have been exhausted. Your WCMSA funds must be used to pay for all Medicare-covered medical services and Medicare-covered prescription drug expenses related to the workers' compensation injury, illness, or disease. A CMS lead Medicare contractor will monitor your expenditures from the WCMSA account upon receipt of the annual self-attestation letter that you are required to submit. Once the lead contractor has confirmed that the WCMSA funds have been exhausted appropriately, Medicare will begin paying for Medicare-covered services related to the workers' compensation injury, illness, or disease.

Instructions for establishing and administering a WCMSA account are listed below. If you have any questions regarding these requirements, please contact the CMS lead Medicare contractor at the following address:

MSPRC  
PO BOX 138832  
OKLAHOMA CITY, OK 73113  
Attention: MSP - Medicare Set-aside Reconciliation

Establishing and Using your Medicare Set-Aside Account

- WCMSA funds must be placed in an interest-bearing account, separate from your personal savings or checking account.
- WCMSA funds may only be used to pay for medical services and prescription drug expenses related to your work injury that would normally be paid by Medicare.
- Examples of some items that Medicare does not pay for are: acupuncture, routine dental care, eyeglasses or hearing aids, etc.; therefore, these items cannot be paid from the WCMSA account. You may obtain a copy of the booklet "Medicare & You" from your Social Security office for a more extensive list of services not covered by Medicare.
- If you have a question regarding Medicare's coverage of a specific item, service, or prescription drug, to determine if you may pay for it from the WCMSA account, please call 1-800-MEDICARE (1-800-633-4227) or visit CMS' website: <http://www.cms.hhs.gov/home/medicare.asp>



*Please note: If payments from the WCMSA account are used to pay for services other than Medicare allowable medical expenses related to medically necessary services and prescription drug expenses, Medicare will not pay injury related claims until these funds are restored to the WCMSA account and then properly exhausted.*

#### Record Keeping

- \* As administrator of the account, you will be responsible for keeping accurate records of payments made from the account. These records may be requested by CMS' lead Medicare contractor as proof of appropriate payments from the WCMSA account.
- \* You may use the WCMSA account to pay for the following costs that are directly related to the account:
  - Document copying charges
  - Mailing fees/postage
  - Any banking fees related to the account
  - Income tax on interest income from the set-aside account
- \* Annually, you must sign and forward a copy of the attached self-attestation form, which states that payments from the WCMSA account were made for Medicare-covered medical expenses and Medicare-covered prescription drug expenses related to the work-related injury, illness, or disease.
- \* An annual accounting shall be submitted to the Medicare lead contractor listed on Page 1 of this instruction no later than 30 days after the end of each anniversary year (beginning with one year from the date of settlement).
- \* The annual self-attestation should continue through depletion of the WCMSA account.
- \* **DO NOT SEND YOUR ANNUAL ACCOUNTING DIRECTLY TO CMS.** Please send your annual accounting to the CMS lead Medicare contractor noted above.



Workers' Compensation Medicare Set-aside Arrangement (WCMSA)- Account  
Expenditure for Lump Sum Account

This form should be completed annually and mailed to MSPRC PO BOX 138832  
OKLAHOMA CITY, OK 73113 starting one year from the date of settlement.

Note: Please make several copies of this form because you must send this form to the  
Medicare contractor each year until all of your WCMSA has been spent.

STEVEN MARTIN  
[REDACTED]

Date: \_\_\_\_\_

Total WCMSA amount noted in CMS' written opinion: \$359,301.00

Individuals that have a CMS-approved WCMSA as part of a workers' compensation  
settlement agreement may only use the funds in the WCMSA account to pay for Medicare-  
covered medical services and Medicare-covered prescription drug expenses that are related to  
the workers' compensation injury, illness, or disease.

(Please Check)

- (1) I, the undersigned, attest that I have a lump sum WCMSA and have used the monies  
from the WCMSA account for the period of \_\_\_\_\_ to \_\_\_\_\_ to  
pay for the following:

Medical services: \$ \_\_\_\_\_  
Prescription drug expenses: \$ \_\_\_\_\_

- (2) I, the undersigned, attest that I have a lump sum WCMSA and have  
**COMPLETELY EXHAUSTED** the monies in the WCMSA account to pay for the  
following:

Medical services: \$ \_\_\_\_\_  
Prescription drug expenses: \$ \_\_\_\_\_



I acknowledge and understand that failure to follow any of the Medicare requirements for the use of this money will be regarded as a failure to reasonably recognize Medicare's interests and that Medicare will deny coverage for all medical treatments and prescription drug expenses due to my work-related injuries up to the total workers' compensation settlement amount.

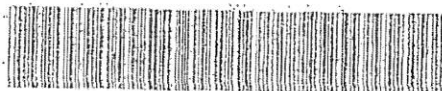
Signature

Date

Witness

Date

The CMS reserves the right to audit how you spent the funds in your WCMSA account. Therefore, CMS recommends that you retain your WCMSA records for a period of seven (7) years. However, please do not send your receipts or bank statements to CMS or the Medicare Contractor identified above.



WORKERS COMPENSATION MEDICARE SET-ASIDE REVIEW

Case Control #: WC1231000057944

HICN: [REDACTED]

SSN: [REDACTED]

Claimant's Name: STEVEN MARTIN

Date of Injury: [REDACTED]

Diagnosis Code: 71 [REDACTED]

Proposed Settlement Date (PSD): 3/5/2013

DOB: [REDACTED]

Age at PSD: 49 Rated Age at PSD: 54

Life Expectancy: 27 yrs.

Submitter:

GOULD AND LAMB, LLC  
101 RIVERFRONT BOULEVARD  
SUITE 100  
BRADENTON, FL 34205

Claimant:

(000) 000-0000

STEVEN MARTIN

MSA Administrator:

(000) 000-0000

STEVEN MARTIN

[ ] SSA's record shows Representative Payee

Proposed Future Medical MSA Amount: \$20,352.00  
Proposed Future Rx MSA Amount: \$186,859.00  
Total Proposed MSA: \$207,211.00  
Proposed Initial Deposit: \$0.00  
Total Settlement Amount: \$317,500.00

Recommended MSA: \$359,301.00 Pricing Method: Fee WC State: FL  
Recommended MSA Lump Sum ☒ or  
Recommended MSA Structured Payments: ☐  
Recommended Initial Deposit: \$0.00  
Annuity Amount: \$0.00 x 26 yrs.  
Anniversary Date: 3/5/2014  
Type of Recommendation: Counter-Higher  
If not eligible, reason:

Current Treatment Status for WC Injury, Illness/Disease (including past medical treatment):

[REDACTED]

Past Medical Treatment Unrelated to WC Injury/ Co-Morbid Conditions:

[REDACTED]

Future Treatment (for Medicare covered items and services for the WC injury only):

[REDACTED]





The following chart summarizes the services and costs (exclusive of pharmacy items) that adequately protect Medicare's interests:

| SERVICE    | FREQ | EVERY<br>X YRS | # OF<br>YEARS | PRICE PER<br>SERVICE | TOTAL       |
|------------|------|----------------|---------------|----------------------|-------------|
| [REDACTED] | 1    | 1              | 27            | \$20.00              | \$540.00    |
| [REDACTED] | 1    | 1              | 27            | \$29.00              | \$783.00    |
| [REDACTED] | 1    | 1              | 27            | \$3.00               | \$81.00     |
| [REDACTED] | 1    | 1              | 27            | \$20.60              | \$556.20    |
| [REDACTED] | 24   | 27             | 27            | \$96.00              | \$2,304.00  |
| [REDACTED] | 1    | 1              | 27            | \$105.00             | \$2,835.00  |
| [REDACTED] | 12   | 1              | 2             | \$70.00              | \$1,680.00  |
| [REDACTED] | 6    | 1              | 2             | \$70.00              | \$840.00    |
| [REDACTED] | 4    | 1              | 23            | \$20.00              | \$6,440.00  |
| [REDACTED] | 12   | 27             | 27            | \$98.00              | \$1,176.00  |
| [REDACTED] | 9    | 27             | 27            | \$67.00              | \$603.00    |
| [REDACTED] | 4    | 27             | 27            | \$516.00             | \$2,064.00  |
| [REDACTED] | 5    | 27             | 27            | \$150.83             | \$754.00    |
|            |      |                |               | TOTAL                | \$20,056.20 |

Pharmacy (for Medicare covered drugs for the WC injury only):

[REDACTED]

According to available documentation, this claimant is currently [REDACTED]

The following chart summarizes the pharmacy costs that adequately protect Medicare's interests:

| NATIONAL<br>DRUG<br>CODE | AMOUNT PER<br>UNIT<br>DOSAGE | PER<br>DAY | PER<br>WEEK | PER<br>MONTH | # OF<br>YEARS | PRICE PER<br>UNIT | TOTAL       |
|--------------------------|------------------------------|------------|-------------|--------------|---------------|-------------------|-------------|
| [REDACTED]               | [REDACTED]                   | 0          | 0           | 60           | 27            | \$4.64            | \$90,201.60 |

WELLBUTRIN XL

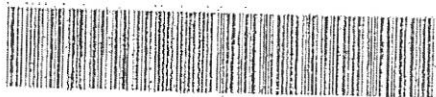
|       |   |    |    |        |              |
|-------|---|----|----|--------|--------------|
| 0     | 0 | 60 | 27 | \$8.74 | \$162,903.60 |
| 0     | 0 | 60 | 27 | \$2.49 | \$48,405.60  |
| 0     | 0 | 60 | 27 | \$1.55 | \$30,132.00  |
| TOTAL |   |    |    |        | \$338,644.80 |

Rationale for Decision:

INSTEAD OF THE SUBMITTER'S PROPOSED SET-ASIDE, CMS HAS DETERMINED THAT A DIFFERENT SET-ASIDE

The following chart summarizes the services and costs that adequately protect Medicare's interests:

|                            |           |
|----------------------------|-----------|
| Subtotal Future Treatment: | \$20,656  |
| Subtotal Pharmacy:         | \$338,645 |
| Grand Total:               | \$359,301 |



142192

STATE OF FLORIDA  
DIVISION OF ADMINISTRATIVE HEARINGS  
OFFICE OF THE JUDGE OF COMPENSATION CLAIMS  
FORT LAUDERDALE DISTRICT OFFICE  
JCC: ILIANA FORTE

STEVE MARTIN,

OJCC Case No. 02-015247IF

Claimant,

D/Accident

v.

County of Venue Broward

CITY OF HOLLYWOOD and ASCENSION  
BENEFITS & INSURANCE SOLUTIONS  
OF FLORIDA,

Employer/Carrier.

Alan Aronson, Esquire, Attorney for Claimant, Rosenthal, Levy, Simon & Ryles, P.A.,  
1401 Forum Way, Suite 600, West Palm Beach, FL 33401

Daniel J. Simpson, Esquire, Attorney for Employer/Carrier, Conroy Simberg, 3440  
Hollywood Boulevard, Second Floor, Hollywood, FL 33021

**AFFIDAVIT RELATING TO SETTLEMENT AND WAIVER OF ALL CLAIMS  
PURSUANT TO SECTION 440.20(11)(C) AND (D), FLORIDA STATUTES (2001)**

I, Steve Martin, certify that the Settlement and Waiver of all Claims Pursuant to Section 440.20(11)(c) and (d), Florida Statutes (2001), was either read by me or read to me in English and that the agreement was explained to me by my attorney, Alan Aronson, Esquire, with the assistance of a translator and that I am satisfied with the explanation given. I also certify that I was not acting under duress or coercion when I signed this agreement. Moreover, at the time of signing the Settlement and Waiver of all Claims Pursuant to Section 440.20(11)(c) and (d), Florida Statutes (2001), I was

competent to handle my own affairs and was not under the influence of alcohol or drugs to the extent that my judgment was impaired. I agree to settle my claim on the terms outlined in the Settlement and Waiver of all Claims Pursuant to Section 440.20(11)(c) and (d), Florida Statutes (2001), and decision to enter into the agreement, which I understand is final and cannot be changed, was done voluntarily of my own will.

FURTHER AFFIANT SAYETH NAUGHT

\_\_\_\_\_  
Steve Martin  
Employee/Claimant

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2015.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
(Print, Type or Stamp Commissioned Name of  
Notary Public)

Personally Known ☐ OR Produced Identification ☐  
Type of Identification Produced: \_\_\_\_\_

GENERAL RELEASE AND INDEMNITY AGREEMENT

FOR AND IN CONSIDERATION OF THE AMOUNT OF ONE HUNDRED NO/100 DOLLARS (\$100.00), the receipt of which is hereby acknowledged by Steve Martin (hereinafter the "Employee/Claimant") and his attorney, Alan Aronson, Esquire, tendered by and on behalf of City of Hollywood (hereinafter the "Employer/Carrier"), the parties to this General Release and Indemnity Agreement (hereinafter "Agreement") agree as follows:

Consideration for this separate General Release and Indemnity Agreement shall be allocated from the Employee/Claimant's net settlement proceeds from the accompanying Settlement Agreement and Release.

The Employee/Claimant does hereby knowingly and with full knowledge consent to release, remise, and forever acquit the Employer/Carrier, and each of their collective past or present officers, agents, attorneys, servants, employees, parent companies or corporation, subsidiaries, affiliates, assignees, transferee, predecessors, successors, insurer or re-insurer whatsoever, of any and all claims, demands, actions or causes of action of any kind whatsoever, known or unknown, foreseen or unforeseen, foreseeable or unforeseeable, and any consequences thereof, from the beginning of time until the date of this Agreement, including those arising under any federal or state law or local ordinance (including, but not limited to the Americans for Disabilities Act (ADA), Age Discrimination Act(ADEA), Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964 and/or the Florida Civil Rights Act of 1992), or contract including, but not limited to, any claims, demands, actions or causes of action whether statutory or at common law arising out of or in any way related to the Employee/Claimant's term of employment and/or medical treatment.

FURTHER, the terms "claims, demands, actions, and causes of action" as defined herein include those which have been made, or which might be made, against any party of the date set forth below in any action whatsoever, civil or criminal, administrative or judicial. The above referenced settlement amount ONE HUNDRED NO/100 DOLLARS (\$100.00) is deemed to include all costs, expenses and disbursements to which the Employee/Claimant may be entitled under federal or state law or local ordinance, including any claim for attorney's fees and other expenses of litigation. Said payment further constitutes considerations for and in settlement of the Employee/Claimant's claims for any and all damages available under the Americans for Disabilities Act (ADA), ADEA, Family and Medical Leave Act (FMLA), Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, including but not limited to claims for emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life, wages and other pecuniary and non-pecuniary losses and for any and all damages available under the Florida Civil Rights Act of 1992, Chapter 760, Florida Statutes, including but not limited to their claims for mental anguish, loss of dignity, wages and other tangible and intangible damages for their claims for attorney's fees past, present and future as well as for their claims sounding in any and all common law tort for personal injury.

FURTHER, this Agreement covers any and all past, present and future claims for personal injuries, known or unknown, mental and physical injuries or suffering including but not limited to pain and suffering, disability, physical impairment, disfigurement, mental anguish, inconvenience, loss of capacity for the enjoyment of life, medical expenses, embarrassment, humiliation, sexual harassment, back wages, loss of earning



or earning capacity, including any claims for loss of service, companionship or consortium, property damage, any other damages, any municipal, county, state or federal statutory cause of action.

As part of this settlement, the Employee/Claimant further specifically agrees to release and discharge the Employer, City of Hollywood, its officers, agents, servants, employees, directors, successors, assigns, and any other person or entity so connected to the Employer, of any and all claims relating to retaliatory discharge under section 440.205, Florida Statutes.

In addition, as further consideration for such payment, the Employee/Claimant agrees and does hereby release, discharge, and surrender any and all claims, whether or not asserted, against the Employer, City of Hollywood, or its Servicing Agent, or any of their officers, agents, servants, employees, directors, successors, assigns, and any other person or entity so connected to the Employer and/or Servicing Agent, of any nature whatsoever, without any limitation thereof.

FURTHER, the Employee/Claimant agrees to indemnify, to save, to defend and to hold harmless the Employer/Carrier of any and all claims, subrogated interest or liens of any third parties, including but not limited to, hospital and physician liens, Blue Cross/Blue Shield liens or subrogation rights, medicare liens or subrogation rights, Medicaid liens or subrogation rights, attorneys' fee charging liens, any local, county, city, state or federal government liens, Internal Revenue Service liens, and any and all other subrogated interests or liens, regardless of their source. The Employee/Claimant declares and represents that the terms of this Agreement are contractual and not mere recitals, and include any and all hospital liens and doctor's liens (that were not

authorized by the Employer/Carrier); and/or subrogated interests which are to be paid by the Employee/Claimant out of the proceeds of this settlement.

FURTHER, the Employee/Claimant understands and agrees that the Agreement is the compromise of a disputed claim and that the payment made is not to be construed as an admission of liability on the part of the Employer/Carrier and that the Employer/Carrier deny liability therefor and intend merely to avoid litigation.

Each party to the Agreement shall bear their own respective attorneys' fees and costs as it relates to this Agreement.

FURTHER, the Employee/Claimant does hereby declare and represent that the injuries allegedly sustained are or may be permanent and progressive and that recovery therefore is uncertain and indefinite, and in making this agreement it is understood and agreed that he relied wholly upon his judgment and his attorney's belief and knowledge of the nature, extent, effect and duration of said alleged injuries and liability therefore, and this Agreement is made without reliance upon any statement or representation of the Employer/Carrier or their representatives or by any physician or surgeon by them employed.

FURTHER, this Agreement shall compromise any and all claims the Employee/Claimant might have against the Employer/Carrier, or any of them, including but not limited to those relating to the Employee/Claimant's employment and/or medical treatment, but not limited to, any statutory and/or contractual and/or tort claims they may have. The Employee/Claimant further agrees not to file or make in the future any charges or claims against the Employer/Carrier with any governmental agency or judicial body, either state, federal or local, for any matter taking place prior to the

execution of this Agreement. The Employer/Carrier specifically deny that they have violated any local, state or federal law relating to the Employee/Claimant's employment and/or medical treatment, and/or resignation and/or termination by the Employee/Claimant and the Agreement shall not be deemed an admission of any wrongdoing by said parties.

FURTHER, as a result of an irreparable Employer/Employee relationship, it is stipulated that the Employee/Claimant is separated from his employment and will not seek re-employment with City of Hollywood. The agreement to separate and not seek re-employment is not being entered into due to any disabilities the Employee/Claimant may allege and is not the sole consideration for settlement of the claims referenced herein. The Employee/Claimant's separation from further employment with City of Hollywood previously took place and without any further action by any party. It is further agreed that the Employee/Claimant will not reapply with City of Hollywood.

The Employee/Claimant further stipulates and agrees that effective the date the Judge of Compensation Claims approves the Motion for Attorneys' Fees and Allocations of Child Support Arrearage for Settlement under Section 440.20(11)(c)(d)&(e), referenced in the accompanying Settlement Agreement and Release, he will not seek any medical care or treatment for his compensable injuries through his private health insurance with the City of Hollywood until he expends the entire amount of \$359,301.00 allocated toward the Medicare Set-Aside account on Medicare-covered expenses.

FURTHER, the Employee/Claimant acknowledges and warrants that he has entered into the Agreement voluntarily and with full knowledge and of his own accord. This Agreement contains and constitutes the entire understanding and agreement of the

parties respecting the subject matter hereof and there are no other promises, covenants, warranties, or representations of whatever name or nature, whether written or oral, that are not part of the Agreement.

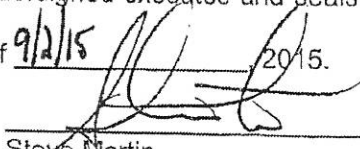
FURTHER, the Employee/Claimant states that he has carefully read this Agreement, is aware of its contents, and freely and voluntarily agrees to all of its terms and conditions.

The Employee/Claimant further declares and represents that he fully understands the terms and conditions of the Agreement, has spent sufficient time to review and consider this Agreement before executing it, has been advised to discuss this matter with an attorney before executing the Agreement and has done so or has had a full opportunity to discuss this matter with an attorney before executing the Agreement and has declined to do so.

FURTHER, the Employee/Claimant warrants that he has been given twenty-one (21) days within which to consider the Agreement. In addition, the Employee/Claimant has up to seven (7) days to rescind the Agreement after signing it.

FURTHER, this Agreement is conditioned upon the Judge of Compensation Claims approving the Motion for Approval of Attorney's Fee and Allocation of Child Support Arrearage for Settlement under Section 440.20(11)(c),(d) & (e).

IN WITNESS WHEREOF the undersigned executes and seals this Release and Indemnity Agreement this \_\_\_\_\_ day of 9/2/15, 2015.

  
\_\_\_\_\_  
Steve Martin

Witnesses: [Signature]

STATE OF FLORIDA )

COUNTY OF PALM BEACH )

BEFORE ME, the undersigned authority, personally appeared, Steve Martin, to me known to be the person described in, or has produced identification in the nature of [REDACTED], and who has acknowledged to me that he has had the foregoing General Release and Indemnity Agreement read to him and that he has executed the foregoing General Release and Indemnity Agreement freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and seal this 2nd day of Sept., 2015.

[Signature]  
NOTARY PUBLIC, State of Florida

My Commission Expires:



MARIA HERNANDEZ  
MY COMMISSION # FF 071918  
EXPIRES: December 19, 2017  
Bonded Thru Budget Notary Services