

LUMP SUM REHABILITATION AGREEMENT

The injured employee (**insert injured employee's name**), (hereinafter “ **injured employee**”) (**insert "through `his' or `her' attorney**) and (**insert the name of the insurer**)", through its rehabilitation counselor (**insert name of rehabilitation counselor**), pursuant to Nevada Revised Statute (NRS) 616C.595, agree as follows:

1. The parties desire to enter into an agreement regarding the payment of compensation in a lump sum instead of vocational rehabilitation services as provided in NRS 616C.595.

2. (**insert the name of the insurer**) has determined that the injured employee is eligible for rehabilitation services pursuant to NRS 616C.590.

3. The injured employee acknowledges that (**insert the name of the insurer**) has provided the required vocational assessment and counseling for (**insert "him" or "her", whichever is appropriate**) as is required by NRS 616C.595(3)(a).

4. (**insert name of rehabilitation counselor or insert "Employers Insurance Company of Nevada" if employer is insured by Employers Insurance Company of Nevada**) has consulted with the employer of the injured employee regarding this lump sum.

5. The injured employee requests and agrees to accept the payment of compensation in a lump sum instead of rehabilitation services, the amount of (**insert written dollar amount**) Dollars (**insert dollar amount in arabic numbers**) to be paid in one lump sum.

6. The injured employee acknowledges that acceptance of this lump sum amount is payment instead of any further rehabilitation benefits or services on this claim.

7. The injured employee acknowledges that (**insert "he" or "she", whichever is appropriate**) has been informed that a physician or chiropractor has released (**insert "him" or "her", whichever is appropriate**) to work with the following physical limitation(s):

- a. (**insert limitation**)
- b. (**insert limitation**)
- c. (**insert limitation**)

8. The injured employee acknowledges that this rehabilitation lump sum award is to be used specifically for developing and obtaining an appropriate job within the physical limitations set forth in paragraph 7 or instead of further vocational rehabilitation services.

9. The injured employee acknowledges that the insurer has urged her/him to seek the assistance and advice from the Nevada Attorney for Injured Workers (NAIW) or to consult with a private attorney before signing this agreement. The injured employee (**insert "is represented by an attorney and has had the opportunity to discuss the terms of a lump sum rehabilitation settlement with `his' or `her' (whichever is appropriate) attorney" or insert "has decided not to seek legal assistance," whichever is appropriate**).

10. The injured employee understands that **(insert "he" or "she", whichever is appropriate)** has a statutory right to change **(insert "his" or "her", whichever is appropriate)** mind about this agreement within twenty (20) days of signing it. The injured employee also understands that this twenty day time period cannot be waived. The injured employee further understands that **(insurer)** cannot pay this lump sum award until twenty days after the date of **(insert "his" or "her", whichever is appropriate)** signature on this agreement.

11. The injured employee understands and agrees that acceptance of the lump sum amount, specified in paragraph five of this agreement, means that **(insert "he" or "she", whichever is appropriate)** gives up the right to receive any other vocational rehabilitation services or benefits, including Temporary Partial Disability payments, either now or in the future, under this claim.

IT IS SO AGREED.

(insert the name and address of the insurer)

DATED: **(insert date)**

BY: _____
(insert the name of the employer's rehabilitation counselor if employer is self-insured or insert "Employers Insurance Company of Nevada Rehabilitation Counselor")

(insert the name and address of the injured employee)

DATED: **(insert date)**

Injured Employee

(insert the name and address of injured employee's attorney and include the date and signature lines which follow immediately only if injured employee is represented by an attorney)

DATED: **(insert date)**

BY: _____ Esq.
Attorney for (insert injured employee's name)

AFFIDAVIT

STATE OF **(insert name of state where notarized)** }

:ss.

County of **(insert name of county where notarized)** }

I, **(insert injured employee's name)**, do hereby swear under penalty of perjury that the assertions of this affidavit are true.

1. I have been advised to seek the services of the Nevada Attorney for Injured Workers or of private counsel.

2. **(insert either "I decline to be" or "I am")** represented by counsel **(insert "name of attorney" if appropriate)**.

3. I have read the foregoing Stipulated Settlement.

4. I understand and agree to the terms and conditions contain herein.

5. I have had the foregoing document fully explained to me **(insert "and have discussed this document with my counsel" if injured employee is represented by an attorney, or "and have had a conference with the NAIW" if injured employee has met with NAIW)** to answer any questions; and

6. I am entering into the Stipulated Agreement voluntarily and without any duress or coercion. Further affiant sayeth not.

(insert injured employee's name)

SUBSCRIBED and SWORN to before me this

(insert date) day of **(insert month,)** **(insert year)**.

NOTARY PUBLIC

(SEAL)