



Virginia Birth-Related Neurological Injury Compensation Program

Wage Benefit Agreement

The Virginia Birth-Related Neurological Injury Compensation Program (the “Program”) advises that Virginia Code § 38.2-5009(A)(2) provides a loss of earnings benefit (the “wage benefit payments”) for admitted claimants in the Program when they reach 18 years of age. Said wage benefit payments are to be paid in regular installments beginning on the admitted claimant’s 18th birthday until the admitted claimant’s 65th birthday in the amount of 50% of the average weekly wage in the Commonwealth of Virginia of workers in the private, non-farm sector, as determined annually by the Virginia Employment Commission. The provisions of Virginia Code § 65.2-531 apply to benefits awarded as wage benefit payments.

I (we), _____ (name of Parent(s) or Guardian(s)), the undersigned parent(s) or guardian(s) and legal representative(s) (the “Parent(s)”) of _____, (the “Claimant”) an incapacitated person and admitted claimant in the Program, do hereby attest and affirm that Claimant was born on _____ (date of birth of Claimant) and has now reached 18 years of age.

7501 Boulders View Drive, Suite 600
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The Parent(s) hereby further attests and affirms that he or she has chosen

_____ as trustee(s) of the wage benefit payments for the benefit of Claimant and that he or she has established a bank account (the “Account”), titled in the name of _____, under the Trust’s tax identification number. Parent agrees to mail a voided check from said account to the Program to verify this information.

Parent(s) and Trustee(s) agree that the Account shall not be used for any purposes unrelated to depositing the wage benefit payments and to making disbursements there from for the benefit of Claimant. Parent(s) and Trustee(s) agree that all funds in the Account are to be used for the benefit of Claimant and are to cover expenses not otherwise reimbursed by the Program.

Parent(s) and Trustee(s) agree to seek independent legal advice regarding how to establish the Claimant’s incapacity and the conservatorship for managing the wage benefit. Parent and Trustee also agree to seek independent legal advice regarding how the wage benefit payments affect Social Security and other benefits and to seek independent tax advice regarding how the wage benefit payments affect their tax situation.

Parent(s) and Trustee(s) agree to file all income tax returns and pay all taxes related to the wage
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benefit payments and any interest accrued on them, as required by law.

The Program agrees to pay said wage benefit payments in monthly installments into the Account for the benefit of Claimant. The Program also agrees to report said wage benefit payments on an annual basis to the Claimant and the I.R.S. on a Form 1099. The Program will not withhold any taxes for the wage benefit payments.

Agreed to this ___ day of _____, 20__.

Parent(s)

Trustee(s)

Representative, Virginia Birth-Related Neurological
Injury Compensation Program

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COMMONWEALTH OF VIRGINIA:

COUNTY OF _____:

This ____ day of _____, 20____, appeared before me _____, Parent(s),
and _____, Conservator(s) and swore to the truth and accuracy of the
representations made by each hereinabove.

_____ Notary Public

My Commission Expires: _____

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COMMONWEALTH OF VIRGINIA:

COUNTY OF _____:

This ____ day of _____, 20____, appeared before me, _____,

Representative of the Virginia Birth-Related Neurological Injury Compensation Program, and swore to the truth and accuracy of the representations made by him/her hereinabove.

_____ Notary Public

My Commission Expires:

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