



CORPORATE COMMISSION
of the Mille Lacs Band of Ojibwe Indians

**WRITTEN ACTION TAKEN BY AN OFFICER OF
CORPORATE COMMISSION OF THE MILLE LACS BAND OF OJIBWE**

CORPORATE ORDER #0813-1

WHEREAS, The Corporate Commission (“Corporate Commission”) of the Mille Lacs Band of Ojibwe Indians is a corporate body politic organized under and pursuant to statutes of the Mille Lacs Band of Ojibwe Indians (“Band”); and

WHEREAS, The Board of Directors of the Corporate Commission (the “Board”) previously approved a Worker’s Compensation Plan (the Plan”); and

WHEREAS, The Corporate Commission’s Human Resources Department has reviewed and amended the Plan making minor changes to align the Plan with current Corporate Commission standards; and

WHEREAS, The Corporate Commission’s Legal Department has also reviewed and supports the proposed changes, as presented by the Human Resources Department; and

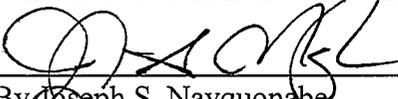
WHEREAS, Section 1.012, Primary Physician designation was updated to include chiropractor. However the sentence following the update, which did not allow chiropractor as a primary physician, was not updated to reflect the approved change.

NOW THEREFORE BE IT RESOLVED, that the Commissioner of Corporate Affairs approves the amended Worker’s Compensation Policy as submitted.

CERTIFICATION

Dated this 8th day of August 2013.

**CORPORATE COMMISSION OF THE
MILLE LACS BAND OF OJIBWE INDIANS**



By Joseph S. Nayquonabe
Commissioner of Corporate Affairs & Board
Chair

ATTEST:



By Daniel T. Green
General Counsel and Board Secretary

Corporate Commission of the Mille Lacs Band of Ojibwe Indians
Workers' Compensation Plan

SECTION 1
Definitions

1.001 Administrator

Any entity the Commission has contracted with to act on behalf of the Commission in the administration of this Plan.

1.002 Accident

A specific occurrence neither expected nor intended, which causes Bodily Injury to an Associate.

An Accident does not include;

1. A self-inflicted injury;
2. An injury suffered while the Associate is under the influence of alcohol, non-prescription drugs or prescription drugs being used in a manner contrary to that directed by a physician;
3. An Injury resulting from the gross negligence or misconduct of the Associate;
4. An Injury resulting from the Associate's refusal or failure to use a safety device; and
5. An Injury resulting from the Associate's disregard of instructions or established work or safety procedures, whether written or verbal, from the Commission.

1.003 Associate

Any person who has an employment relationship with the Commission.

1.004 Bodily Injury

Actual physical injury to the body.

1.005 Commission

The Corporate Commission of the Mille Lacs Band of Ojibwe Indians.

1.006 Compensable Injury

A Bodily Injury to an Associate caused by an Accident that arose out of a risk associated with legitimate job duties performed during a period of employment on the premises of the Commission or while an Associate is engaged in business travel required by the Commission or at a location where the Associate is required to perform legitimate job duties.

However, Bodily Injury caused by a third person, fellow Associate intended to injure the Associate for personal reasons or as a result of horseplay engaged in by the Associate is not a Compensable Injury under this Plan

Furthermore, cumulative trauma, repetitive, overuse and idiopathic injuries are excluded and are not considered Compensable injuries.

1.007 Compensation Rate

66 2/3% of the Weekly Wage as determined in 1.015.

1.008 Dependent Child(ren)

A natural, adopted or posthumously born unmarried child of the Associate under eighteen years of age or under the age of twenty-two if the child is regularly attending a high school, college, university, or vocational or technical school as a full-time student.

1.009 Dependent Spouse

The wife or husband of the Associate, as recognized under Minnesota law, unless voluntarily living apart from the Associate at the time of the Associate's Compensable Injury.

1.010 Independent Medical Examination

A medical examination and/or evaluation of the Associate scheduled by the Commission or Administrator, at the Commission's expense, for the purpose of obtaining medical information or a medical opinion.

1.011 Other Dependents

Stepchildren, grandchildren, nieces and nephews may be considered dependents but only if actual dependence on the Associate can be shown.

1.012 Primary Physician

A licensed medical doctor or chiropractor practicing within one hundred (100) miles of where the Associate is domiciled at the time of injury and from whom the Associate receives medical treatment for a Compensable Injury.

1.013 Referral Physician

A licensed medical doctor or chiropractor that the Associate is referred to by the Primary Physician for further specialized treatment with the approval of the Administrator or the Commission.

1.014 Waiting Period

The first three (3) scheduled work days lost, for which no wage loss benefits will be paid. However, any necessary medical expense will be paid by the plan during this period.

In determining the Waiting Period, the scheduled workday will be counted from the first day of disability caused by a Compensable Injury. In the event the Associate misses fourteen (14) consecutive scheduled work days, the three (3) day Waiting Period, will be retroactively paid.

1.015 Weekly Wage

For a full-time Associate, the Weekly Wage is the Weekly Wage normally earned in a typical full-time week.

If the hours worked are irregular or difficult to determine, the average daily wage is determined by totaling the earnings from Commission employment over the 26 calendar weeks prior to the injury and dividing the sum by the number of days worked in the same period. The number of days worked is then divided by the number of calendar weeks within the 26 week period in which the Associate had Commission earnings to determine the average work week. The average work week is then multiplied by the average daily wage to arrive at the Weekly Wage.

In no case are overtime wages considered in determining Weekly Wage. If an Associate is employed in more than one capacity by the Commission, the earnings of the Associate in each capacity will be considered in determining Weekly Wage. Tips must be reported to payroll,

prior to the date of injury, in order for them to be considered as a part of the average Weekly Wage.

SECTION 2

Purpose and Scope

- 2.001** The purpose of this Plan is to provide a system of compensation and medical benefits for Associates of the Commission who suffer Compensable Injuries in the employment of the Commission. Benefits under the plan are the Associate's exclusive remedy against the Commission. Benefits payable through the Veteran's Administration or under any policy of no-fault automobile insurance will be primary as to benefits payable under this Plan, unless the Associate is driving a Casino owned automobile or Valet vehicle. In those situations, the benefits payable under this Plan will be primary.
- 2.002** All Associates of the Commission are covered for Compensable Injuries whether the Accident and Bodily Injury occur on or off the Reservation. Benefits available under this Plan are indicated in the following Sections.
- 2.003** This Plan is a self-funded, self-insurance program of the Commission, a corporation and political subdivision of the Mille Lacs Band of Ojibwe Indians and is operated solely for the benefit of its Associates.
- 2.004** Nothing in this plan, including any assertion of a right or privilege, shall waive, or be construed to work as a constructive waiver of, the Commission's or the Mille Lacs Band of Ojibwe Indian's sovereign immunity from suit by any party.

SECTION 3

Reporting Obligations

- 3.001** An Associate must report any Bodily Injury, no matter how slight, to his/her supervisor and meet with an Emergency Medical Technician within twenty-four (24) hours of the Accident causing the Bodily Injury. If the Bodily Injury incapacitates the Associate, the twenty-four (24) hours will not begin to run until the incapacity ends. A Bodily Injury may be reported by another on behalf of the Associate.
- 3.002** A Supervisor, receiving a report or notice of a Bodily Injury from the Associate or another acting in the Associates' behalf, must promptly report the claim to the Administrator or to the Commission's designee for reporting.
- 3.003** Any Associate who, with intent to defraud, receives workers' compensation benefits to which the Associate is not entitled by knowingly misrepresenting, misstating, or failing to disclose any material fact is guilty of theft and shall;
1. Forfeit all rights to any and all benefits under this Plan;
 2. Reimburse the Commission for the full amount of any and all benefits paid under this Plan, which can and will include wage garnishment;
 3. Be separated from employment;
 4. Be prosecuted as permitted by law.

SECTION 4
Medical Benefits

- 4.001** The Plan will pay the cost of all reasonable and necessary first aid, medical, surgical and hospital services incurred by the Associate as a direct result of a Compensable Injury subject to the following restrictions and limited to a maximum benefit of \$175,000.00 per claim.
- 4.002** Once an Associate has made a second visit to a physician, that physician is the Associate's Primary Physician under the Plan. After this second visit, the Associate may not change Primary Physicians without the approval of the Administrator or the Commission.
- 4.003** The Plan will pay hospital and related charges only for services ordered by the Primary or Referral Physician.
- 4.004** The Plan will pay the cost of medicines, supplies and equipment of a therapeutic nature necessary to treat the Compensable Injury only if ordered by the Primary or Referral Physician, A Treatment Parameter Schedule has been adopted by the Commission and is attached to this Plan and designated as Addendum Number 1.
- 4.005** The Plan will pay surgical charges only if the surgery is done on an emergency basis or if the Administrator or the Commission has previously approved it. Any surgical procedures, which are not pre-approved, will not be covered by the plan. The Administrator or the Commission may require a second opinion prior to approving any surgical procedure.
- 4.006** The Plan will reimburse the Associate for mileage at the current Internal Revenue Service rate along with other reasonably related expenses, except childcare costs, necessarily incurred to obtain medical treatment. Whether expenses are "reasonably related" is in the sole discretion of the Commission or the Administrator.
- 4.007** The Plan will pay reasonable and necessary medical care costs up to the maximum allowed for similar services by the Medical Fee Schedule of the Minnesota Department of Labor and Industry for medical services provided for in Minnesota's Workers' Compensation cases. Medical benefits are subject to the maximum per claim benefit amount identified in Section 4.001 of this Plan.
- 4.008** If the Associate unreasonably fails to appear for a scheduled Independent Medical Examination, the responsibility of the Commission for payment of medical expenses and all other benefits under this Plan shall cease after the scheduled date of that Independent Medical Examination. Whether the failure was "unreasonable" shall be in the sole discretion of the Commission or the Administrator.
- 4.009** The Administrator or Commission may contract for the services of a rehabilitation consultant to assist the Associate in rehabilitation efforts to aid in the Associate's return to work. If the Associate fails to cooperate in rehabilitation efforts, the responsibility of the Commission for payment of all benefits and medical expenses under this Plan shall cease. The determination of whether the Associate has failed to cooperate in rehabilitation efforts shall be in the sole discretion of the Commission or the Administrator.
- 4.010** The Associate must provide written authorization for present and past medical records when requested by the Administrator or the Commission. If the Associate fails to provide the requested

written authorization within twenty (20) days of the request, the responsibility of the Commission for payment of all benefits and medical expenses under this Plan shall cease.

SECTION 5

Disability Benefits

5.001 Temporary Total Disability

An Associate is temporarily totally disabled when the Associate temporarily cannot perform the Associate's normal duties or other light, restricted or modified work offered by the Commission due to a Compensable Injury. The total disability and its temporary nature must be evidenced by a medical opinion based upon an examination at the time of the claimed disability and treatment since rendered. The weekly benefit for temporary total disability is limited to the applicable Compensation Rate as defined in 1.007 above.

5.002 Temporary Partial Disability

An Associate is temporarily partially disabled when the Associate temporarily cannot perform the Associate's normal duties due to a Compensable Injury but can perform other light, restricted or modified work offered by the Commission. The weekly benefit for temporary partial disability is 66 2/3% of the difference between the Weekly Wage at the time of the Bodily Injury (as determined under 1.015) and the wage the Associate is able to earn in the light, restricted or modified work which the Commission offers. Temporary Partial Disability benefits are limited to the maximum Compensation Rate under 1.007.

5.003 If an Associate refuses the light, restricted or modified work offered by the Commission or is no longer employed by the Commission, only medical benefits will continue.

5.004 Payments of temporary total or partial disability benefits will not be paid beyond 104 calendar weeks from the first day of disability or upon the commencement of Permanent Disability benefits, whichever comes first.

5.005 Disability benefits shall not be paid for any period during which the Associate is incarcerated. Disability benefits may recommence following the period of incarceration only if the Associate can prove by clear and convincing medical evidence that the disability is ongoing. Such incarceration, however, shall not reduce the period of time an Associate is eligible for benefits under section **5.004**.

5.006 Permanent Partial Disability

An Associate is permanently partially disabled when the Associate cannot perform the Associate's normal duties due to a Compensable Injury but can perform other light, restricted or modified work offered by the Commission.

A rating of permanent partial disability shall be solely based on a loss due to a Compensable Injury. Furthermore, all ratings of permanent partial disability shall be based on the permanent disability schedules adopted by the Commission and attached to this Plan as Addendum Number 2.

The percentage of disability determined under the attached schedule shall be multiplied by \$80,000.00 to determine the dollar amount payable to the Associate. The amount payable to the Associate shall be paid in weekly installments at the Compensation Rate to which the Associate is entitled under 1.007. However, the Commission or the Administrator may, at their option, pay

disability benefits in two-week increments. Periodic payments will begin after receipt of the rating by the Administrator unless the Administrator has scheduled an Independent Medical Examination.

- 5.007** Permanent partial disability benefits are not payable concurrently with temporary total, temporary partial, or dependents benefits.
- 5.008** If a Compensable Injury results in a disability which is partially due to a congenital condition or a prior disease or injury, the benefits payable for the disability will be reduced by the proportion of the disability which is due to the preexisting condition.
- 5.009** If the Associate unreasonably fails to appear for a scheduled Independent Medical Examination, the Commission shall cease all disability benefits. Whether the Associate's failure to appear is "unreasonable" is determined in the sole discretion of the Commission or the Administrator.
- 5.010** Receipt of Social Security Retirement Benefits shall be conclusive evidence of retirement and the Commission shall cease all disability benefits.
- 5.011** **Permanent Total Disability**
An Associate is permanently totally disabled when the Associate permanently cannot perform the Associate's normal duties or other light, restricted or modified work offered by the Commission due to a Compensable Injury. The Associate must be rated with a permanent disability rating of 20% or higher due solely to the Compensable Injury.

Permanent total disability benefits start after the tolling of 104 weeks of temporary disability benefits. The benefits cease on the Associates 62nd birthday or five (5) years after the first day of disability, whichever occurs first.

SECTION 6

Dependency Benefits

- 6.001** If an Associate dies due to a Compensable Injury, payment of all disability and medical benefits shall cease and a maximum of \$80,000.00 will be payable to the dependents of the deceased Associate. Dependents will receive weekly payments equal to the indicated percentage of the Weekly Wage as determined in accordance with 1.015. Weekly payments are subject to the Compensation Rate under 1.007, and will be paid as defined in 6.002 through 6.011.
- 6.002** Dependent Spouse alone equals 50% of the Weekly Wage.
- 6.003** Dependent Spouse and one or more Dependent Children equals 66 2/3% of the Weekly Wage.
- 6.004** One Dependent Child, but no Dependent Spouse equals 40% of the Weekly Wage.
- 6.005** Two or more Dependent Children, but no Dependent Spouse equals 60% of the Weekly Wage.
- 6.006** Other dependents will receive a pro rata share of the benefits allowed under this Plan upon proof of dependency upon the decedent. Regardless of the number of Dependents, the maximum benefit will not exceed 66 2/3% of the Weekly Wage.

- 6.007** If a Dependent Spouse remarries, no further benefits shall be payable to that Spouse. If one or more children remain dependent, benefits will continue to be paid for the benefit of the child(ren), pursuant to 6.004 or 6.005 above until they cease to be dependent.
- 6.008** Benefits payable to dependents shall be paid to them or to any guardian or other responsible party as directed by the Commission for the use and benefit of the dependents.
- 6.009** If a Dependent Child, upon reaching the age of majority, is totally disabled due to a physical or mental impairment, benefits will continue to be paid until the disability ends or the maximum amount allowed under this Plan is paid, whichever comes first.
- 6.010** The Commission or the Administrator may, at their option, pay Dependency benefits in 2-week increments.
- 6.011** In all cases where an Associate's death results from a Compensable Injury, the reasonable expenses of burial, not to exceed \$7,000.00, will be paid in addition to any other benefits payable under this Plan.

SECTION 7 Recurrence

- 7.001** If, within one year of the Associate's return to work the Associate suffers a recurrence of the original Compensable Bodily Injury, the recurrence will be considered a continuation of the earlier claim and be subject to the monetary and time limitations of the initial claim. A Recurrence occurring in non-Commission employment is not compensable under this Plan.

SECTION 8 Election of Remedies

- 8.001** If an Associate's Compensable Injury or death is caused or contributed to by a party other than the Associate or the Commission and the Associate and/or the dependents could file a claim against the other party, the Associate and/or the dependents may not present claims under this Plan and against the other party.
- 8.002** If the Associate and/or the dependents elect to claim benefits under this Plan, the Associate and/or dependents must assign their cause of action against the other party to the Commission and cooperate with the Commission and/or the Administrator in the pursuit of that action. Once assigned, the Commission shall bear all costs of collection. If the Associate and/or the dependents fail to assign the cause of action or fail to cooperate in the pursuit of that action, all benefits under this Plan will cease and the Associate and/or dependents will be required to reimburse the Commission for any benefits paid to or on behalf of the Associate and/or the dependents under the Plan.
- 8.003** If the Associate and/or dependents elect to pursue a cause of action against the other party, no benefits will be payable under this Plan unless, within 180 days of the injury, the Associate and/or dependents assign their claim to the Commission and agree to cooperate in pursuit of the action. In that event, only benefits accruing or medical or collection expenses incurred after the date of the assignment will be paid under this Plan by the Commission.

8.004 If an Associate or dependents have assigned a cause of action to the Commission under this Section and if the recovery from that cause of action exceeds the amounts paid or payable to the Associate or dependents, any excess, after reimbursement to the Commission of the benefits paid or payable under this Plan and deduction of the costs of collection, will be paid over to the Associate or dependents.

SECTION 9 Administrator

9.001 The Administrator will act on behalf of the Commission in receiving and processing Workers' Compensation claims under this Plan. The responsibility of the Administrator to make determinations and decisions will include, but not be limited, to the following areas.

- A) Based upon investigation and available medical information, the Administrator will make a determination of the responsibility of the Commission and will either accept or deny a claim. Within 30 days of receipt of a first report of injury, the Administrator will advise the Associate and Commission of its determination.
- B) The Administrator will determine the reasonableness and necessity of medical care and charges under Section 4 and will determine amounts payable under this Plan. The Administrator will also approve or disapprove any change of Primary Physician, referral to a Referral Physician, and approve or disapprove all surgical procedures.
- C) Based on information supplied by the Commission and/or Associate, the Administrator will determine the Compensation Rate payable for temporary total, temporary partial, permanent partial disability, permanent total disability and for dependency.
- D) The Administrator will determine the length of time during which temporary total disability or temporary partial disability benefits are payable.
- E) The Administrator will determine the amount of permanent partial and permanent total disability benefits payable.
- F) The Administrator will determine the eligibility of dependents and the term of any dependency benefits payable.
- G) In the event of the need to allocate dependency benefits between dependents living in different households, the Administrator will make the necessary allocation, based on the obligations of the decedent.
- H) If an Associate claim is subject to the limitations of Section 7, the Administrator will advise the Associate and the Commission of the effect of this limitation in writing.
- I) The Administrator will, on behalf of the Commission, vigorously pursue any cause of action assigned to the Commission under Section 8.

SECTION 10 Appeals

- 10.001** The Commission will appoint three (3) individuals to act as an Appeal Board to hear any issues and make any necessary final determinations under this Plan.
- 10.002** The members of the Appeal Board will include one member representing the Commission, one member representing Associate's of the Commission and one member of the Mille Lacs Band of Ojibwe Indians who is neither a board member of the Commission nor a Commission Associate.
- 10.003** The Appeal Board will consider evidence, hear witnesses and receive exhibits in keeping with its goal of making a just final determination.
- 10.004** The Appeal Board will weigh the evidence and make its decision based on a preponderance of evidence standard.
- 10.005** The Associate and/or dependents bear the burden of proof.
- 10.006** The Associate and/or dependents may have legal representation at any hearing before the Appeal Board. The cost of representation is the sole responsibility of the Associate and/or dependents.
- 10.007** An Associate and/or dependent who does not agree with a determination made by the Administrator must request a hearing, in writing, within thirty (30) days of the Administrator's determination.
- 10.008** The matter will be scheduled for a hearing before the Appeal Board within sixty (60) days of the receipt of the request for a hearing from the Associate and/or dependents. The Associate and/or dependents may request an extension of up to ninety (90) days, which must be granted by the Appeal Board.
- 10.009** Any majority decision of the Appeal Board is final.
- 10.010** An Appeal Board decision must be issued in writing and copies must be mailed to all interested parties. The decision need not recite nor review the evidence or testimony nor need it compare the merits of the evidence or testimony of the opposing parties. The decision need only set out the final determination of the Appeal Board on all issues before it.
- 10.011** In the event the Appeal Board cannot reach a majority decision, the decision of the Administrator or the Commission shall stand.