

BISHOP PAIUTE TRIBAL WORKERS' COMPENSATION ORDINANCE FOR THE PAIUTE PALACE CASINO

Section 1. EFFECTIVE DATE

This Ordinance is a reaffirmation of the existing policies, practice, customs and procedures of the Bishop Paiute Tribe (Tribe). This Ordinance shall supercede and replace all current policies, practice, customs and procedures relating to any work-related injury suffered by a Paiute Palace Casino (Casino) Employee. This Ordinance shall be deemed to have been effective as of the date signed by both the Tribal Chairman and Tribal Council Secretary.

Section 2. PURPOSE

This Ordinance is intended to reaffirm existing policies, practice and procedures in administering and defining Tribe's Workers' Compensation program in a manner that is fair to both Employees and Tribe.

Section 3. SCOPE OF COVERAGE

This Ordinance applies only to Employees of Tribe working at the Casino. Benefits are limited as indicated in this Ordinance. This ordinance shall not be construed or interpreted to provide benefits that are not specifically identified herein and the Employee has no right to enforce this Ordinance in any court of law; all enforcement rights are as exclusively provided for in Section 9, herein.

Section 4. EXCLUSIVE REMEDY

This Ordinance shall be the exclusive method for compensation against Tribe for injuries sustained in the course and scope of employment at Casino. The liability of Tribe for all injuries arising out of and in the course of employment at the Casino is limited to the compensation provided to injured Employees and/or Dependents pursuant to this Ordinance. Such liability shall not be expanded except by amendment of this Ordinance by the Bishop Tribal Council (Tribal Council).

Nothing in this Ordinance shall be deemed or construed as a waiver of Tribe's Sovereign Immunity or that of its Tribal Officials. Tribe does not consent to jurisdiction of State statutory workers' compensation system, nor the jurisdiction of state's Workers' Compensation Appeals Board, or any other court of law or equity.

Section 5. DEFINITIONS

- A. Administrator** shall mean the agency that is responsible for managing Tribe's Worker's Compensation Program at Casino. The Administrator's responsibilities include, but are not limited to, determining the compensability of claims, making payments to injured workers, medical providers and others, managing a trust account, if deemed appropriate, for the purpose of dispensing the Tribe's worker's compensation liabilities and, making reports to the Tribe or Tribal Council regarding its program and individual claims. The Administrator's duties are more fully described at Section 7, below.

- B. Tribe** means the Bishop Paiute Tribe, a federally recognized Indian Tribe.
- C. Casino** means the Paiute Palace Casino.
- D. Child or Children** means the child of an Employee, under the age of eighteen (18), including an unborn child, a child legally adopted prior to the injury, a child toward whom the Employee stands in loco parentis, an illegitimate child, and a stepchild, if such stepchild was, at the time of the injury, a member of the Employee's family and substantially dependent upon the Employee for support. A child does not include any married children unless they are Dependents. A person might also qualify as a child according to tribal custom as determined by the applicable Tribal Law as interpreted by the Tribal Council or its appointed legal representative.
- E. Claimant** for the purposes of this Ordinance shall mean any person who is employed by Tribe at the Casino, except for independent contractors, who suffer an injury either specific or cumulative, arising from that employment or occurring in the course and scope of that employment.
- F. Compensable Injury** means a Work Injury to an Employee when the injury arises while the Employee is acting within the course and scope of employment and while performing the duties of employment in, on or off the premises of Tribe or whenever Tribe requires the Employee to perform the employment activities as more fully described in this Ordinance. Injury caused by a third person or fellow Employee intended to injure the Employee for personal reasons which does not arise out of the scope of employment is not a Compensable Injury under this Ordinance.
- G. Tribal Council** means the Tribal Council of Tribe as established by Tribal law, custom and tradition.
- H. Days** shall mean calendar days unless otherwise provided.
- I. Dependent** means the husband or wife, father or mother, Child, grandfather or grandmother, stepfather or stepmother, grandson or granddaughter, brother, sister, half-sister, half-brother, niece or nephew or any other extended family member, or good faith member of the house hold of the Employee, as approved by the Administrator, who at the time of the Compensable Injury that causes the Employee's death is actually and necessarily dependent in whole or in part upon the earnings of the Employee.
- J. Disability** shall mean incapacity because of injury to earn wages in the same or any other similar employment. The date of Disability shall be the date when the Employee is unable to return to his/her customary duties. Incapacity to earn wages includes an inability to continue in a modified or alternate position with the Tribe, and/or a diminished capacity to compete in an open labor market.
- K. Employee** means a person, other than an independent contractor, employed by or in the service of Tribe at the Casino under any contract of hire, express or implied, oral or written, where Tribe has the power or right to control and direct such individual in return for which such individual receives a salary or wages. For purposes of this Ordinance, Employee shall not include independent contractors, contractors or outside consultants.

- L. **Employer** means Tribe .
- M. **Tribal Land** means all land held or owned by Tribe, including all lands held in trust by the United States of America which the Tribe owns, controls, or possesses whether or not such land has reservation or Tribal status.
- N. **Spouse** shall mean the husband or wife of the Employee.
- O. **Appeals Board** means that body established at Section 9 of this Ordinance.
- P. **Work Injury** shall include any physical or psychiatric injury, illness, or disease where the injury was proximately caused by the injured worker's employment. In determining proximate causation to employment, evaluation an injury must be determined to be both arising out of and occurring within the course and scope of such employment, including injuries to artificial members, dentures, hearing aids, eyeglasses, and medical braces of all types; provided, however, that eyeglasses and hearing aids will not be replaced, repaired, or otherwise compensated for, unless injury to them is incidental to an injury covered by this Ordinance. Work Injury shall not include injuries caused by the acts identified in Section 10 of this Ordinance.

Work Injuries under this section shall be either:

- 1. Specific occurring, which means that the injury is a result of one incident or exposure which causes Disability or need for medical treatment; or
 - 2. Cumulative occurring, which means that the injury is a result of repetitive mental or physical activities extending over a period of time, the combined effect of which causes any Disability or need for medical treatment. The date of a cumulative injury is the date upon which the Employee first suffered disability and knew, or in the exercise of reasonable diligence should have known, that the disability was caused by his present or prior employment.
- P. **Written Decision** shall mean the following:
- 1. Any finding, decision, or award reduced to written form by the Appeals Board; or, other form established pursuant to this ordinance or by Tribe; or
 - 2. The finding(s) and decision(s) of the Administrator to accept in full or in part, or deny in full or in part, or to close any claim submitted by a claimant regarding a Work Injury.

Section 6. REPORTING OBLIGATIONS

- A. An Employee must report any injury, no matter how slight, to his/her supervisor within twenty-four (24) hours of the accident. No compensation or medical benefits will be paid if a Work Injury is not reported within thirty (30) days of the Employee's knowledge that the injury is actually or potentially related to the employment accident. If the Work Injury incapacitates the Employee, the thirty (30) days will not begin to run until the incapacity ends. Another person on behalf of the Employee may report a Work Injury.

- B. A Supervisor, receiving a report or notice of a Work Injury from the Employee or another person acting on the Employee's behalf, must promptly report the claim to the Administrator. A failure of the supervisor to report an injury to the Administrator will be construed as a tolling of the statute of limitations when the Employee can verify to the Administrator that the injury was properly reported.

Section 7. ADMINSTRATOR

The Administrator will act on behalf of the Tribe in receiving, processing, and administering Workers' Compensation claims including payment of benefits under this Ordinance. 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 information, the Administrator will make a determination of the responsibility of the Employer and will either accept or deny a claim. Within ninety (90) days of receipt of an initial report of injury, the Administrator will advise the Employee and Employer of its determination, or as soon thereafter as practical.
- B. The Administrator will determine the reasonableness and necessity of medical care and charges and will determine amounts payable under this Ordinance. The Administrator will also approve or disapprove any request for a change of primary physician, referral to a physician, or surgical procedure.
- C. The Administrator will retain medical control for the life of the claim.
- D. Based on information supplied by the Employer and/or Employee, the Administrator will determine the Compensation Rate payable for Temporary Total, Temporary Partial, Permanent Partial Disability, and Dependency and the length of time that such benefits shall be paid.
- E. The Administrator will determine the eligibility of Dependents and the terms of any Dependency Benefits payable.
- F. 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, legal or otherwise, of the decedent.
- G. If an Employee's claim is subject to the limitations of Section 11, the Administrator shall advise the Employee, Dependent(s) and Employer of the effect of this limitation in writing.
- H. The Administrator will, on behalf of the Employer, vigorously pursue any cause of action assigned to the Employer under the Ordinance.
- I. Benefits payable to Employees pursuant to this Ordinance shall be comparable to those mandated for comparable Employees under state law. Notwithstanding this provision, nothing in this section or ordinance shall mandate Tribe Tribe to provide benefits where the Administrator or Appeals Board has deemed the claim non-compensable, or the availability of a particular benefit inapplicable under this Ordinance.

Section 8. INDEPENDENT MEDICAL EXAMINATION

- A.** For purposes of this Ordinance, Independent Medical Examination means a medical examination and/or evaluation of the Employee scheduled by the Employer or Administrator, at the Employer's expense, for the purpose of obtaining medical information or opinion when a medical dispute arises under a claim, or when the compensatory nature of an alleged injury is dependent upon a medical determination.
- B.** Whenever the right to compensation under this Ordinance exists in favor of an Employee, the Employee shall, upon the written request of the Employer, submit at reasonable intervals to examination by a practicing physician, provided and paid for by the Employer, and shall likewise submit to examination at reasonable intervals by any physician selected by the Appeals Board.
- C.** If the Employee unreasonably fails to appear for a scheduled Independent Medical Examination, the responsibility of the Employer for payment of medical expenses and/or other benefits relative to the workers' compensation claim ceases.
- D.** If an Employee misses two consecutive appointments, there will be a rebuttable presumption that the Employee has abandoned his or her workers' compensation claim, and no longer wishes to pursue treatment there under. The presumption can be overcome by good cause shown for missing such appointments. "Good Cause" for purpose of this section includes but is not limited to family emergencies, unexpected injury or illness, acts of God, acts of terrorism, death of the treating physician.
- E.** The Tribe through its Administrator retains full medical control for the duration of the claim, and may or may not approve any request for the change of treating physician or facility at its sole discretion.

Section 9. DISPUTE RESOLUTION

A. ADMINISTRATIVE REVIEW

When a final written determination has been made on a claim, an Employee may request an administrative review of such determination. Such a request must be made within thirty (30) days of the final written determination, and must outline in detail the basis for any disagreement. The failure to adhere to this requirement will constitute a waiver to any subsequent appeals. Requests for administrative review shall be sent directly to the Administrator and Casino for review and consideration. The Administrator shall respond in writing via certified mail to all requests for review within a reasonable time, not to exceed sixty (60) days.

If deemed necessary by Administrator, Employee may be required to submit to an IME in addition to any possible prior IME that Employee attended. Employee is always permitted to seek medical review by a physician of Employee's choosing at Employee's expense. Upon written request from Employee or Employee's authorized representative, Administrator shall provide all IME reports to Employee or Employee's authorized representative. Failure of employee to comply with the request for an IME, may result in denial of Employee's appeal.

B. HEARING BEFORE APPEALS BOARD

Any Employee or Dependent who disagrees with a decision made by the Administrator may file a written request for a hearing before the Appeals Board. An Employee may also request a hearing before the Appeals Board if the Administrator has failed to issue a written decision after it's receipt of Employee's written request for Administrative review.

The written request for the Appeal Board hearing must be filed with the Administrator within thirty (30) days of Employee's receipt of the Administrator's written decision subsequent to the Administrative review.

In the event the request for an Appeal Board hearing is based on the Administrators failure to provide a written decision as referenced above, the employee request for an Appeal Board hearing must be filed with the Administrator within thirty (30) days after the ninety (90) days period has lapsed as provided for the Administrator to provide its written decision.

Failure to request a hearing within the time period specified herein, renders the Administrator's decision final

The hearing will be scheduled before the Appeals Board within ninety (90) days of receipt of the written request for a hearing from the Employee or Dependent, or as soon thereafter as practicable. The Employee or Dependent may request in writing one extension of the initial hearing date of up to ninety (90) days, which must be granted by the Appeals Board.

C. COMPOSITION OF APPEALS BOARD

The Appeal Board shall consist of three members who are independent experts in their respective fields and appropriate for the issues presented to the Appeals Board at any particular hearing. The Administrator shall select two of the members of the Appeals Board and Employee has the option to select one member. In the event Employee fails to select a Panel member willing to sit on the Panel within ten (10) days of the hearing date set for Employee's appeal, Administrator shall select the third member.

The Appeals Board shall consist of three members who shall hear evidence and make final determinations related to compensability of a Work Injury, medical care or charges, extent of disability, dependency, or any other issue that may arise under this Ordinance, including issues of coverage such as whether the claim is Work Injury related.

D. REQUEST FOR APPEAL

Request for appeal shall be made by forwarding a written request to:

Tribal First
P.O. Box
San Diego, CA 92160

Paiute Palace Casino
Attn: General Manager
2742 N Sierra Hwy
Bishop, CA 93514

Written requests must be served by certified mail on both of the above entities.

E. WRITTEN NOTICE OF HEARING DATE

The Appeals Board shall send written notice to each party informing them of the hearing date at least 45 days prior to the hearing.

F. DISCOVERY

Administrator and Employee must file all medical reports relating to the claimed injury with the Appeals Board and served by U.S. First Class Mail or hand-delivery on all parties at least fifteen (15) days prior to the hearing date, if the reports have not been previously disclosed.

Either party may request, in writing, disclosure of statements from witness(es), if any such statements exist, at least fifteen (15) days prior to the hearing date.

Upon written request by a party, depositions may be ordered by the Appeals Board. The Appeals Board shall have authority in the Appeals Board's absolute discretion to order depositions of party witness(es), including current Employees of the Tribe. Attorney's fees and costs incurred in taking any such deposition shall be borne by the party requesting the deposition. Employee's refusal to submit to any deposition ordered by the Appeals Board may be grounds for denial of the appeal.

G. CONDUCT OF HEARING

The Appeals Board shall consider evidence, hear witnesses and receive exhibits in keeping with its goal of making a just and final determination.

H. STANDARD OF PROOF

The Appeals Board shall weigh the evidence, testimony of witnesses, and exhibits and make its decision on the basis of the preponderance of the evidence and credibility of the evidence and witnesses.

I. BURDEN OF PROOF

The burden of proof in any hearing before the Appeals Board shall be on the Employee or Dependent. Upon request, a Dependent who has filed a claim, must furnish the Appeal Board with proof, satisfactory to the Administrator, of the nature, amount and extent of the contribution Employee made to Dependent's support. Dependent shall have the burden of proof on such issue in any hearing before the Appeals Board.

J. RIGHT TO COUNSEL

The Employee or Dependent may have legal representation at any hearing before the Appeals Board at the Employee or Dependent's own expense.

K. LAW TO APPLY

Any claim brought under this Ordinance shall be determined in accordance with Tribal law and the principles of law applicable to similar claims arising under applicable federal law. To the extent that Tribal law differs from federal law, Tribal law shall be applied. State case law may be used as a non-binding source of guidance, if the Appeals Board so desires. Any use of State statutory law for guidance shall be liberally construed in favor of the Employer. The use of federal or State case law as a source for guidance shall not be deemed or construed as a waiver of Tribe's sovereign immunity.

L. FINAL DECISION

Any Decision of the Appeals Board must represent the concurrence of a majority of the Board members. An Appeals Board Decision must be issued in writing and copies must be mailed to all interested parties. The Decision shall generally review the evidence and testimony and may compare the merits of the evidence or testimony of the opposing parties. The Decision shall state the final determination of the Appeals Board on all issues before it. All Decisions of the Board are final. No attorney's fees, costs or punitive damages, including, but not limited to, punitive damages awards for (1) delay in payment of benefits, (2) serious and willful misconduct, or (3) discrimination against an Injured Employee, shall be awarded to any Employee or Dependent in such an action.

M. EFFECT OF REQUEST FOR HEARING

1. During the pendency of the action, the Employee or Dependent shall continue to receive all benefits approved by the Administrator in its original written decision, but shall not receive any new benefits claimed before the Appeals Board, unless and until the Appeals Board has issued a written decision awarding additional benefits.
2. Payments made to the Claimant during the pendency of the action shall not be recouped or recovered by the Administrator or the Employer, except in cases of fraud, or recovery from third parties.

Section 10. ACTS OUTSIDE COURSE OR SCOPE OF EMPLOYMENT

- A. Employees determined to be acting outside of the course or scope of their employment shall be afforded no coverage under this Ordinance.
- B. An Injury occurring to an Employee while on the way to or from work is not within the due course or scope of employment unless such travel is in direct connection with the Employee's work and at the request of Employer.
- C. Any injury sustained by an Employee while the Employee participates in a voluntary intra-mural sporting event or activity shall not be deemed to be a work-related injury or to have been suffered or sustained within the course or scope of the Employee's employment.

- D.** Liability for compensation shall not exist against the Tribe for any injury sustained by an Employee if the injury is caused by any of the following:
1. Where the injury occurs as a result of intoxication or is caused by the unlawful use of a prescribed or unprescribed controlled substance; or
 2. Where the injury is self-inflicted; or
 3. Where the Employee has willfully and deliberately caused his or her own injury or death; or
 4. Where the injury arises out of an altercation in which the injured Employee is the initial physical aggressor; or
 5. Where the injury is caused by the commission of a crime by the injured Employee and the Employee is found to have committed such act by a preponderance of the evidence; or
 6. Where the injury arises out of voluntary participation in any off-duty recreational, social, or athletic activity not constituting a part of the Employee's work related duties, including but not limited to, activities sponsored by Employer; or
 7. Where the injury is predominately (greater than 50%) caused by a pre-existing condition or injury; or
 8. Psychological injury that is not predominantly (greater than 50%) work-related, provided that such psychological injury result from a sudden and extraordinary employment event, which shall not include good faith and/or justifiable supervisory action
 9. Where the injury is actually or proximately caused by the inhalation of second hand smoke (casino)
 10. Where an injury is diagnosed as reflex sympathetic dystrophy (RSD) or complex regional pain syndrome (CRPS)
 11. Where the injury is caused by participation in horseplay.

Section 11. BENEFITS

Worker's Compensation benefits shall include:

A. CUSTOMARY MEDICAL COSTS

Usual and customary medical costs as approved by the Administrator: Unless there are extenuating circumstances, medical services and providers utilized must be pre-approved by the Administrator.

B. TEMPORARY DISABILITY

1. The benefits payable to an injured Employee as a result of a Compensable Injury resulting in Temporary Disability of the Employee shall be parallel to those benefits recoverable under State law at the time of the Compensable Injury was sustained. However, nothing herein shall mandate that Tribe provide the exact same benefits recoverable under State law.
2. Except for severe injuries that usually require extended recuperation (e.g. severe burns, amputations, and major surgeries), Temporary Disability benefits shall not extend beyond 104 weeks. For severe injuries, Temporary Disability shall not extend beyond 240 weeks.

C. PERMANENT PARTIAL DISABILITY

For purposes of this Ordinance, Permanent Partial Disability shall mean a permanent disability with a rating of less than 70 percent permanent disability.

1. In determining the percentages of permanent partial disability, account shall be of the nature of the physical injury or disfigurement, the occupation of the injured worker, and the Employee's age at the time of the injury, with consideration given to the diminished ability of the Employee to compete in an open labor market.
2. The schedule of the administrative director of the State Department of Worker's Compensation may be used as guidance in determining the percentages of permanent partial disability, but is not prima facie evidence of a percentage of disability.
3. The benefits payable to an injured Employee as a result of a Compensable Injury resulting in Permanent Partial Disability of the Employee shall be parallel to those benefits recoverable under State law at the time of the Compensable Injury was sustained.
4. In no event shall permanent disability for any and all work-related injuries combined exceed an aggregate total of 100%.

D. PERMANENT TOTAL DISABILITY

1. Permanent total disability is a disability that precludes the injured Employee from any and all gainful employment. There shall not be any presumptions of permanent total disability.
2. Compensation shall be paid at the same rate as is paid for temporary disability benefits.
3. The Employee and Tribe may elect to settle permanent disability benefits by the payment of a lump sum.

E. VOCATIONAL REHABILITATION

If an Employee by reason of permanent disability or impairment is unable to return to his or her usual and customary work, or in the alternative, a permanent modified or an alternate position, Tribe will work with the injured Employee to provide the means necessary to return the Employee to suitable gainful employment. This may include either:

1. Vocational Rehabilitation Maintenance Allowance (VRMA) to be paid at the rate parallel to that provided to an injured worker under state law at the time of the injury. However, nothing herein shall mandate that Tribe provide the exact same benefits recoverable under state law; or
2. A provision as a part of any permanent disability or permanent impairment compromise and release settlement to cover for miscellaneous expenses related to job searching or placement.

F. COMPENSATION LIMITS

In no event shall compensation payable pursuant to this Ordinance exceed \$1,000,000.00 per occurrence.

G. NO COMPENSATION AFTER DEATH OR RETIREMENT

No compensation under this section shall be payable to the Employee or his/her heirs subsequent to the death or retirement of the injured Employee.

H. NO COMPENSATION IF INCARCERATED

No compensation under this section shall be payable upon incarceration of Employee.

I. FATALITY INCOME BENEFITS

1. When an injury causes death within three (3) years from the date of the injury, the Employer shall be liable for compensation to the Dependent of the injured Employee as provided for in this section. The Dependent must be qualified as defined in this Ordinance, and must be totally or partially dependent upon the injured worker, at the time of the injury and at the time of death in order to qualify for benefits.
2. The death benefit payable under the Ordinance shall be comparable to those death benefits payable under state law at the time of the Employee's death. However, nothing herein shall mandate that Tribe provide the exact same benefits recoverable under state law. In no instance shall the amount payable to an Employee's dependents exceed \$500,000.00.

Section 12. STATUTE OF LIMITATIONS.

Except as otherwise provided herein, the right to benefits for Disability, Death or permanent impairment under this Ordinance shall be barred unless a Claim therefore is filed with the Administrator within thirty (30) days after the occurrence of the Compensable injury. However, the time for filing a Claim shall not begin to run until the Employee or Dependent is aware, or by the exercise of reasonable diligence should have been aware, of the relationship between the injury or death and the occurrence that causes the Work Injury. This extension of the statute of limitations however, is only good for six months from the date of the accident date that allegedly caused Employee's Work Injury.

A claim that is not appealed timely pursuant to Section 9(a) or 10(b) above will render the administrator's decision of the claim final.

In no case will further treatment be permitted when a year or more has elapsed since the last date of medical treatment. Once a year has passed from the last date of medical treatment, the claim will be presumed permanently closed with no opportunity to reopen unless the Tribe should in its discretion decide otherwise.

Section 13. COMPROMISE AND RELEASE.

Nothing in this Ordinance shall impair the rights of the parties to compromise any liability that is claimed to exist under this Ordinance on account of injury, disease or death, subject to the provisions herein. After reaching a compromise, a copy of the release or compromise agreement signed by both the Claimant and the Administrator shall be presented to Tribal Council, or a designated representative, for approval. If approved, the Administrator shall enter an award based on the release or compromise agreement.

Section 14. STIPULATION AWARD.

An injured worker may elect to settle only the permanent disability benefits through a Stipulated Award and leave the future medical care benefits open while still an Employee of Tribe.

Section 15. CLAIM CLOSURE.

An Employee's claim shall be closed when the Administrator determines that the injured Employee has reached the point where no further material improvement would reasonably be expected from medical treatment, when an Employee has abandoned treatment or has unreasonably failed to follow-up with medical care, or for any other reasons stated in this Ordinance.

Section 16. RECOVERY OF PAYMENTS MADE DUE TO ERROR, MISTAKE, ERRONEOUS ADJUDICATION, FRAUD, ETC.

- A. Whenever any payment of Compensation under this Ordinance is made because of clerical error, mistaken identity, innocent misrepresentation by or on behalf of the recipient thereof mistakenly acted upon, or any other circumstances of a similar nature not induced by fraud, the recipient thereof shall repay it. The Administrator must make a claim for such repayment or recoupment within one year of making any such payment or

it will be deemed that any claim there for has been waived. Upon the approval of the Tribal Council, or a designated representative, the Administrator may waive, in whole or in part, the amount of any such timely claim where the recovery would be against equity and good conscience.

- B. Whenever the Administrator has made any payment of Compensation under this Ordinance pursuant to a determination and timely appeal therefrom has been made, which results in a final decision that the Employee is not entitled to such payments, the Employee shall repay such sums. Subject to approval by the Tribal Council or their authorized representative, the Administrator may waive, in whole or in part, the amount of any such payments where the recovery would be against equity and good conscience.
- C. Whenever any payment of benefits under this Ordinance has been induced by fraud, the recipient thereof shall repay any such payment together with a penalty of fifty percent (50%) of the total of any such payments. The Administrator must make a claim for such repayment or recoupment within one year after discovery of the fraud, or any such payment or any such claim shall be deemed to have been waived. The Injured Employee consents to jurisdiction in the courts located in the County of Inyo, State of State, for enforcement of this Section 16(c).

Section 17. CLAIM FILES AND RECORDS CONFIDENTIAL.

Information contained in the claims files and record of injured Employees under the provisions of this Ordinance shall be deemed property of the Tribe, and is strictly confidential and shall not be open to public inspection. The Employee, Dependents or representatives of the same, be it an individual or an organization, may review a claim file except any attorney/work product, including communication between the Tribe and Administrator, or receive specific information therefrom upon the presentation of the signed authorization of the claimant. The Employer or its duly authorized representatives may review any files of their own injured Employees in connection with any pending claims. Physicians treating or examining Employees claiming benefits under this Ordinance, or physicians giving medical advice to the Administrator regarding any claim may, at the discretion of the Administrator, inspect the claims files and records of the injured Employee; and other persons may make such inspection, at the Administrator's discretion when such persons are rendering assistance to the Administrator at any stage of the proceedings on any matter pertaining to administration of this Ordinance. The information contained in the claims file is the property of the Tribe and is not subject to discovery outside of this Ordinance. Further, federal, state, administrative or other courts, shall have no jurisdiction to compel production and discovery of such claim files.

Section 18. SEVERABILITY.

If any part of this Ordinance is held to be invalid, the remainder shall continue to be in full force and effect to the maximum extent possible.

Section 19. AMENDMENT.

This Ordinance may be amended in accordance with applicable Tribal law.

Section 20. SOVEREIGN IMMUNITY.

Nothing contained herein is intended to be, or shall be deemed, construed or interpreted as, a waiver Tribe's or Tribal Officials sovereign immunity. Moreover, nothing contained herein shall be deemed, construed or interpreted as a consent by Tribe to the jurisdiction of any Federal, State or Administrative Court of Law, including but not limited the State Workers' Compensation Appeals Board.

Certification

The forgoing Ordinance was passed at a duly called meeting of the Bishop Tribal Council held on the 18th day of February 2016 with a quorum present and voting 3 affirmative 0 negative and 0 abstaining and 1 absent and the Tribal Council Chairman not voting pursuant to Tribal custom and practice.

ATTEST:



Gerald Howard, Tribal Chairman

Date: 2/18/2016



Gertrude Brown Tribal Council Secretary

Date: 2/18/2016