

**RESOLUTION NO. \_\_\_\_\_**

**IN THE MATTER OF REPLACING RESOLUTION 2013-71 AND ESTABLISHING SETTLEMENT AUTHORITY FOR ALL WORKERS' COMPENSATION CLAIMS FILED AGAINST THE COUNTY**

**WHEREAS**, pursuant to Government Code § 25203, the Board of Supervisors is authorized to settle lawsuits against the County; and

**WHEREAS**, Government Code § 6502 provides that counties may enter into Joint Powers Agreements for the purpose of jointly exercising any power common to the contracting entities; and

**WHEREAS**, the County of San Benito entered into a Joint Powers Agreement creating Trindel Insurance Fund and authorized Trindel Insurance Fund to provide claims administration services, and to settle claims on its behalf; and

**WHEREAS**, Trindel Insurance Fund self-administers workers' compensation claims for the County of San Benito.

**WHEREAS**, the Board of Supervisors finds that it continues to be in the best interest of the County of San Benito for there to be early settlement of workers' compensation claims; and

**WHEREAS**, the Board of Supervisors has determined that the interests of the County will be better served by a making of delegation of the authority to reject, approve and provide appropriate medical treatment for workers' compensation claims against the County, in addition to authority to settle such claims up to the limits herein stated; and

**WHEREAS**, Attachment A defines "Stipulations with Request for Award" and "Compromise and Release" settlements.

**NOW, THEREFORE, BE IT RESOLVED**, that the following positions have authority to settle all workers' compensation claims by the way of Awarded Stipulations or Compromise and Release.

- Upon approval by the Trindel Director of Workers' Compensation and the Trindel Executive Director – Stipulations up to 25% and Compromise and Release authority up to twenty five thousand dollars (\$25,000).
- Upon approval by the County Risk Manager, the Trindel Director of Workers' Compensation, and the Trindel Executive Director – Stipulations up to 50% and Compromise and Release authority from twenty five thousand and one dollars (\$25,001) to fifty thousand dollars (\$50,000)

- Upon approval by the County Administrative Officer, County Counsel, County Risk Manager, the Trindel Director of Workers' Compensation, and the Trindel Executive Director – (1) Stipulations greater than 50%, and (2) Compromise and Release authority in pending action for amounts in excess of fifty thousand and one dollars.

**BE IT FURTHER RESOLVED**, at the discretion of the Risk Manager, County Counsel, or the County Administrative Officer, Workers' Compensation matters may be scheduled before the Board of Supervisors for a decision.

**PASSED AND ADOPTED** at a regular meeting of the San Benito County Board of Supervisors this 26th day of June, 2018, by the following vote:

AYES: Supervisor(s)  
 NOES: Supervisor(s)  
 ABSENT: Supervisor(s)  
 ABSTAIN: Supervisor(s)

By: \_\_\_\_\_  
 Anthony Botelho, Chair

ATTEST:  
 Janet Slibsager, Clerk of the Board

APPROVED AS TO LEGAL FORM  
 Barbara Thompson, County Counsel

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

## **ATTACHMENT A**

### **STIPULATIONS WITH REQUEST FOR AWARD (FINALIZATION)**

A Stipulations with Request for Award finalization is based on the level of permanent impairment described by the medical and medical/legal reports obtained after the employee has reached maximum medical improvement. In represented cases, the parties reach an agreement as to the level (percentage) of permanent impairment. In unrepresented cases, the parties generally agree to the rating produced by the California Department of Industrial Relations Disability Evaluation Unit. The rating is based on the factors of disability set forth in the treating physician's final report, or a report provided by a Qualified Medical Examiner, or Agreed Medical Examiner. Temporary disability benefits and authorized medical treatment that has been already authorized and/or paid and is not in dispute is not included in the grand total of the Stipulations with Request for Award. Stipulations generally include a provision for future medical treatment, but there is no monetary value included in the Stipulations for this provision. The provision for future medical treatment is an unknown cost at the time of award and is not included in the amount authorized for settlement. Stipulations also allow the injured employee the right to reopen their claim for new and further disability within five years from their date of injury should they feel their condition has worsened as a result of the original industrial injury. In both represented and unrepresented cases, the agreement is formalized within the context of Stipulations with Request for Award, and must be approved by a Workers' Compensation Appeals Board judge.

### **COMPROMISE AND RELEASE AGREEMENT (SETTLEMENT)**

A Compromise and Release settlement is a lump-sum buy-out of the injured employee's claim. It compensates the injured employee for all accrued and future permanent disability indemnity benefits, includes additional monies for his/her future medical needs and the right to reopen the claim within five years of their date of injury. It would also include resolution of any disputed issues, (i.e. unpaid temporary disability or mileage reimbursement, self-procured medical treatment, additional body parts claimed). Temporary disability benefits and authorized medical treatment that has been paid and is not in dispute is not included in the grand total of a Compromise and Release settlement. The first factor that is used to calculate the settlement amount is the amount of permanent impairment the employee has based on a rating produced by the California Department of Industrial Relations Disability Evaluation Unit. It is calculated the same way as in the Stipulations with Request for Award. The next factor involved is the estimated future medical treatment over the injured employees' life expectancy. After a Compromise and Release settlement is approved by a Workers' Compensation Appeals Board judge, the employer has no continuing obligation to provide medical care, and the employee cannot reopen the case in the event of a new and further disability due to the original industrial injury.