



## WORKERS' COMPENSATION BASICS

<u><b>EVENT:</b></u>	<u><b>TIME:</b></u>	<u><b>WHAT'S NEEDED:</b></u>	<u><b>AUTHORITY:</b></u>
<b><u>NOTICES</u></b>			
Posting Notice Requirements	Throughout employment	Notices required in a conspicuous place frequented by employees where the notice can be easily read.	L§3550 <sup>1</sup> , T§9881 <sup>2</sup>
Notice of Work Comp Rights	Upon hiring	Employer to provide notice of workers compensation rights pamphlet.	L§3551, T§9880
Notice or knowledge of injury. (Statute of limitations tolled until DWC-1 provided)	1 day	Provide DWC-1. Provide Notice of Rights pamphlet.	L§5401
"Knowledge" from any source equivalent to "notice"		Any knowledge "sufficient to afford opportunity to investigate facts" is notice of injury and DWC-1 must be provided to employee.	L§5402(a)
"Injury" defined – Specific Injury		"One incident or exposure which causes disability or need for medical treatment."	L§3208.1
"Injury" defined – Cumulative Trauma		Repetitive mentally or physically traumatic activities extending over a period of time . . . which causes any disability or need for medical treatment."	L§3208.1
Employer to provide Notice of Rights pamphlet	5 days	If not, statute of limitations may be tolled.	T§9810
Employers First Report of Occupational Injury (Form 5020)	5 days	Employer to file a Report of Occupational Injury (Form 5020) within 5 days of knowledge of injury.	L§6409.1(a) T§14001
DATE-OF-INJURY – Specific Injury		The date upon which the alleged exposure or event resulting in injury occurred.	L§5411
DATE-OF-INJURY – Cumulative Trauma		The date upon which the employee had knowledge of industrial injury AND disability resulting therefrom.	L§5412
Payment of Benefits		Payment of benefits IS NOT an admission of liability.	L§4909

<sup>1</sup> Refer to *Labor Code*.

<sup>2</sup> Refer to *Title 8, California Code of Regulations*.

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Who pays for cumulative trauma injury claims?		The employer during year preceding the date-of-injury or the last year of injurious exposure, whichever occurs first, is responsible.	L§5500.5
Joinder of a party		A party shall not be joined until 10 days after service of Petition or Notice of Intention to join.	T§10382
Objection to joinder		If objection to joinder received, judge must consider objection and allow objecting party the opportunity to be heard.	T§10382(d)
DWC-1 returned by employee		If not: no penalties payable under L§4650; no Application can be filed; no QME exams can be scheduled.	L§5401(d) T§10142
		If DWC-1 provided by employer and returned by employee: 90 days to accept or deny injury or claim will be presumed compensable and presumption cannot be overcome by evidence <i>which could have been obtained</i> in the 90 days.	L§5402(b) <i>Honeywell 70/79</i> <sup>3</sup>
Notice of Medical Provider Network (MPN)			L§4616.3
- Upon hire			T§9767.1 <i>Knight 71/1423</i>
- Upon injury	1 working day		T§9767.6(b)
- Effective 2014		Every MPN must post a website with the Administrative Director,  Every MPN must post and update quarterly a roster of physicians,  Every MPN must provide an access assistant to help employee find physicians.  MPN conclusively presumed valid if approved by the Administrative Director.	L§4616(a)(4)  L§4616(a)(5)  L§4616(b)(1)
		MPN notice problems do not prevent MPN control if lack of notice does not result in a “denial of medical care.”	L§4616.3(b)
		If MPN litigated and defendant prevails, all treatment outside MPN and consequences of treatment are not compensable.	L§4603.2(a)(3)
		If MPN litigated and employee prevails, employee may treat outside the MPN “with that physician.”	L§4603.2(a)(2)
		Medical reporting prepared outside MPN may not be sole basis for disability finding but must be corroborated.	L§4605

<sup>3</sup> Refer to “volume/page” of the California Compensation Cases.

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		MPN issues may be litigated at Expedited Trial (as well as disputes over medical-legal exams).	L§5502(b)
Pre-designation of physician		If employee has access to health care, employee may designate his/her “personal physician”.	L§4600(d) T§9780.1
		“Personal physician” must:	L§4600(d)(2)(A-C)
		1. Be the employee’s regular physician,	
		2. Retain the employee’s records,	
		3. Agree to be predesignated physician.	
		Pre-designated physician may be a medical group.	
Physician referral following pre-designation		Referrals made after pre-designation, other than by pre-designated physician, must be made within employer’s MPN.	Scudder 76/1035

## **INJURY IN QUESTION – AOE/COE**

Delay claim	14 days of DOK	Delay letter.	T§9812(g)
Investigate claim	Timely	Duty to investigate.	T§10109
Deny claim	90 days of DOK	Denial letter with proof of service. (Certified??)	T§9812(i)
<i>Deny claim</i>	<i>75 days of DOK</i>	<i>For presumptive injuries under L§§3212 – 3212.85, Denial must issue</i>	<i>L§5402(b)(1)</i>
Statute of Limitations	1 year	For denied claims, Application for Adjudication must be filed within one year of return of DWC-1 or benefits may be barred.	L§5404 L§5405 Turner 61/1344 Webb 42/302
Claim Form (DWC-1)/Application amended to include new body parts		No new denial needed.	Clark 66/269, Burmaster 62/792, Wildermuth 60/666
Burden of Proof		Burden of proof lies with party holding the affirmative of an issue. Defendant has burden of proof for affirmative defenses.	L§5705
Affirmative Defenses		Intoxication.	L§3600(a)(4)
		Intentionally self-inflicted.	L§3600(a)(5)
		Initial physical aggressor.	L§3600(a)(7)
		Commission of a felony.	L§3600(a)(8)
		Voluntary participation in off-duty recreational activity.	L§3600(a)(9)
		Post-termination claim.	L§3600(a)(10)
Post-Termination Claim Exceptions		Notice of injury prior to termination.	L§3600(a)(10)(A)

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Psychiatric Affirmative Defenses		Evidence of medical treatment prior to termination.	L§3600(a)(10)(B)
		Specific injury occurred between notice of termination and termination.	L§3600(a)(10)(C)
		Date of CT injury is after notice of termination.	L§3600(a)(10)(D)
		Diagnosed pursuant to DSM, 3 <sup>rd</sup> Edition	L§3208.3(a)
		Actual events of employment were predominant as to all causes combined.	L§3208.3(b) <i>Rolda 66/241</i>
		6 months employment.	L§3208.3(d)
		Post-termination claim.	L§3208.3(e)
Psych Post-Term Exceptions		Substantially caused by a lawful, nondiscriminatory, good faith personnel action.	L§3208.3(h)
		Sudden and extraordinary event	L§3208.3(e)(1)
		Notice of injury prior to termination.	L§3208.3(e)(2)
		Evidence of medical treatment prior to termination.	L§3208.3(e)(3)
		Sexual or racial harassment.	L§3208.3(e)(4)
		Date of injury (CT or specific) is after notice of termination.	L§3208.3(e)(5)

## **MEDICAL TREATMENT (Disputed Case)**

Medical Treatment for DOI's post 4/19/04		Provide up to \$10,000.00 treatment through date of denial.	L§5402(c)
Medical Treatment/No MPN	Up to 30 days	Defendant controls treatment for at least 30 days; refer employee to "treating" physician and ask that he address compensability as well.	<i>Ordorica 66/333</i>
<b>Failure to "provide" treatment may result in loss of medical control</b>			
MPN available		\$10,000 treatment (if offered) during delay remains under MPN control.	T§9767.6(c) <i>Kim 79/140</i>
		Defendant must "offer treatment" by scheduling exam with MPN physician.	L§4616.3 T§9767.6
Improper MPN notice may result in loss of medical control <b>ONLY</b> if improper notice results in " <b>denial of treatment</b> "			L§4616.3(b)
Defendant may litigate MPN control even on delayed claims			L§5502(b) <i>Kim 79/140</i>
You must advise & "offer" treatment			<i>Knight 71/1423</i>
Unauthorized/self-procured treatment	Anytime	Reports need not comply with T§9785 and billing not limited by Official Medical Fee Schedule.	<i>Alvarado 66/1362</i> <i>Valdez 25 CWCRC 180</i>
Injury later accepted as compensable	60 days	Defendant has 60 days to pay, object or pay and object to prior treatment.	T§9792.5(e)(1)

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If MPN control lost, object to non-MPN physician and request return to MPN	Anytime	Objection letter in English and Spanish.	T§9767.9(f)
Physician may object to MPN claiming any of 4 exceptions	20 days	<u>Exceptions:</u> (1) Acute injury (2) Chronic injury (3) Terminal illness (4) Surgery w/i 180 days of request	T§9767.9(g)
If employee disputes transfer to MPN physician, dispute resolved through QME process	20 days	Object to physician report claiming exception to transfer of care under <i>Labor Code</i> §4062.	T§9767.9(h)
<b>Once compensable</b> , defendant responsible for retrospective UR and bill review <i>THINK LIENS!</i>	30 days	Retrospective UR must be completed within 30 days from determination of compensability.  Future treatment requests subject to 5 day UR rule.	L§4610(g)(1) (L§4610(i)(1) & (2) after 1/1/2018)
<b>Once compensable</b> , providers may seek 2 <sup>nd</sup> billing review and IBR. <i>THINK LIENS!</i>		Provider has 90 days from date that injury determined to be compensable to request 2 <sup>nd</sup> billing review.	L§4603.2(e)(1), L§4603.6(a)
<b>Medical-Legal charges</b> are not defeated by AOE/COE dispute!			T§10786

## **INJURY ADMITTED:**

Temporary Disability (TD)		Benefit paid to employees during any periods in which they are medically unable to work (certified by physician) and modified work is not available.  TD is payable if employee cannot participate in modified work for any reason ( <i>other than simple refusal!!</i> ).	Defined only by case law!!  <i>Sanchez 56/598</i>
First lost time: OR	3 days	TD IS NOT paid the first 3 days following disability unless the employee is hospitalized	L§4652
	>14 days	The first 3 days of TD ARE paid if the employee is off work more than 14 days.	L§4652
	14 days after DOK.	Start TD and send Benefit Notice Letter.	T§9812(a)(1)
Delay; OR (follow up Delay)	same as above (14 days)	TD Delay Benefit Notice Letter. (supplemental delay OR start OR deny).	T§9812(a)(2)
Denial	14 days	TD Denial Benefit Notice Letter	T§9812(a)(3)(A)
Increased compensation (penalties)		If any indemnity payment is not timely, the delayed amount shall be increased by 10% <i>and shall be paid without application.</i> (Emphasis added.)	L§4650(d)

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Injury AOE/COE later accepted OR TD entitlement later determined	14 days	No penalty owed if proper payment made within 14 days of determination of liability.	L§4650 <i>Brown/Braun</i> 75/510
Temporary Disability Rate		Paid at 2/3rds employee's "average weekly earnings" pursuant to L§4453 subject to statutory maximum and minimum rates. Rates based on date-of-injury.	L§4653
Less than Max Wage Earner No documentation for TD rate	with DWC-1	Request wage statement.  Defendant not required to pay TD at maximum rate. Must document basis for rate.	L§4453(c) <i>Espinosa</i> 76/391
Wage Info received	10 days*	Calculate AWW, send Rate Change Benefit Notice Letter at or before rate change.	T§9812(c)

## **TEMPORARY DISABILITY**

Temporary Disability <b>(For DOI's post 4/19/04)</b>	104 weeks	TD payable for up "to 104 weeks within a 2-year period following commencement of temporary disability."	L§4656(c)(1) <i>Hawkins</i> 72/807
Temporary Disability <b>(For DOI's post 1/1/08)</b>	104 weeks	TD payable for up "to 104 weeks within a 5-year period from the date of injury."	L§4656(c)(2)
Temporary Disability <b>(For DOI's post 1/1/23)</b>	240 weeks	<i>For presumptive injuries under L§§3212.1,</i> TD payable for up "to 240 weeks within a 5-year period from the date of injury."	L§4656??
Exceptions to "104 week" rule.		<ul style="list-style-type: none"> <li>- Hepatitis B,</li> <li>- Hepatitis C,</li> <li>- Amputations,</li> <li>- Sever burns,</li> <li>- HIV,</li> <li>- High velocity eye injuries,</li> <li>- Chemical burns to eyes,</li> <li>- Pulmonary fibrosis, and</li> <li>- Chronic lung disease.</li> </ul>	L§4656(c)(3)
Temporary Disability	14 days	If TD terminated pursuant to L§4656(c); then commence payment of permanent disability (PD) payable to "reasonable estimate". ( <i>See Permanent Disability</i> <i>below</i> )	L§4650(b)
Concurrent Disability		104 week period runs concurrent for separate injuries if each injury TD at the same time.	<i>Castaneda</i> 74/315 <i>Aubrey</i> 74/559
Compensable Consequence injury		A second 104 week period of TD NOT payable for "compensable consequence" injury.	<i>Castillo</i> 74/98
Education Code benefits		Ed Code benefits are included in 104 week maximum.	<i>Mt. Diablo</i> 73/1212
Industrial Disability Leave (IDL) benefits		Industrial Disability Leave (IDL) included in 104 week maximum.	<i>Salmon</i> 72/1042

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Other states benefits		TD paid in another state is included in 104 week maximum.	<i>Harris-Boyd</i> 38 CWCR 120
Injured on Duty (IOD) pay		IOD pay, paid under city's administrative code, is included in 104 week maximum.	<i>Norwood</i> 35 CWCR 272
Safety officer benefits under <i>Labor Code</i> §4850		L§4850 benefits ARE included in the 104 week maximum.	<i>Knittel</i> 78/81
TD paid two years after DOI	10 days	Increase TD rate to "current" maximum (if earnings so warrant) and send Rate Change Benefit Notice Letter.	L§4661.5
TD paid two years after DOI (and for DOI's after 1/1/06)		Applicant entitled to Cost of Living Adjustment (COLA) rate increase based on State Average Weekly Wage (SAWW) if applicant is a max or min wage earner (ONLY). COLA affects rates, not benefits!!	L§4453(a)(10)
Return to work/Not P&S	14 days	End TD Benefit Notice letter with accounting of benefits paid; PD Benefit Notice letter (start or delay).  (For DOI 1/1/2004 – 12/31/2012), also send Notice of Regular, Alternative or Modified along with Supplemental Job Displacement Benefits notice letter.	L§4061(a) T§9812(d)
TD ends (post 1/1/04 DOI)	60 days	If injury caused PD and no RTW, see "Supplemental Job Displacement Benefit Vouchers" below.	L§4658.5 <i>For DOI 1/1/04 - 12/31/12</i>
Permanent & Stationary/Not RTW	14 days	Final TD Benefit Notice <b>with accounting of benefits paid</b> . Consider RTW status (for DOI 1/1/2013 and beyond send Notice of Regular, Modified or Alternative work), send PD Benefits Notice Letter including panel QME information.	L§4061(a) T§9812(d)
Interruption of Temporary Disability	14 days	Mandatory Notice before discontinuing benefit.	T§9812(a)(3)
Resume Temporary Disability	14 days	Send TD Resume letter.	T§9812(b)
Petition to Terminate Temporary Disability (following Order of WCAB)	10 days	Rebuttable presumption that TD continues at least 1 week following filing of Petition (remember to send appropriate Benefit Notice Letter).	L§4651.1 T§10540
Objection to Petition to Terminate	14 days	Must include DOR to Expedited Hearing. Do not discontinue benefits until hearing if DOR filed	T§10540(c)

### **SPECIAL "Temporary Disability" Rules**

For Deposition	Applicant entitled to "any loss of wages" (not temporary disability!)	L§5710(b)(2)
For Medical-Legal exams	Applicant entitled to "one day of temporary disability for each day of wages lost."	L§4600(e)(1)

### **PERMANENT & STATIONARY**

Permanent & Stationary defined	Condition is well stabilized and unlikely to change substantially in the next year without medical treatment.	T§10152
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Permanent Disability (PD)		Benefit paid to employees who, as a result of injury, suffers a permanent physical or mental impairment; loss of "future earning capacity"	L§4660
<b>TYPES OF PD RATINGS</b>			
Formal Rating		Following trial. Prepared by DEU Rater based on instructions from Judge.	T§10156
Summary Rating Determination		Prepared by DEU Rater upon receipt of: <ul style="list-style-type: none"> <li>- "properly prepared request" – Form DWC AD Form 101 (DEU),</li> <li>- Completed Employee's Disability Questionnaire – DWC AD Form 100 (DEU),</li> <li>- QME report</li> </ul>	T§10160
Consultative Rating Determination		Prepare by DEU Rater at the request of the Appeals Board – usually prepared at or before a hearing – based on the Rater's review of the medical report.  NOT BINDING ON THE PARTIES.	T§10166
Informal Rating		Prepared by the DEU Rater at the request of one or both parties.	T§10167
<b>"SLEEP, SEX, PSYCH"</b> PD for "compensable consequence" of physical injury <b>(FOR INJURIES AFTER 1/1/2013)</b>		PD is not payable for compensable consequence of a physical injury for sleep dysfunction, sexual dysfunction or psychiatric disorder.	L§4660.1(c)(1)
Permanent Disability Rate		Paid at 2/3rds employee's "average weekly earnings" pursuant to L§4453 subject to statutory maximum and minimum rates. Rates based on date-of-injury and % of disability.	L§4658
ATTORNEY FEES		If you know applicant is represented, you must withhold at least 15% from PD.	<i>Rocha 47/377</i> <i>Young 64/590</i>
PD unknown, not P&S	With last TD	Notice that condition not P&S and defendant will continue to monitor condition.	T§9812(e)(1)
No PD indicated by MD	14 days of P&S	No PD Benefit Notice Letter and remedies letter including panel QME information.	T§9812(e)(3)
PD (existence of unknown)	same as above	PD Delay Benefit Notice Letter including panel QME information. <i>Pay to reasonable estimate!</i>	T§9812(e)(1)
PD (extent unknown)	same as above	Start paying PD to "reasonable estimate" (as documented in file), send PD start Benefit Notice Letter including panel QME information.	L§4650(b) T§9812(e)(2)
<b>No PD Advances payable</b> if applicant returns to work		If applicant returns to work with same employer earning 85% of wages OR applicant returns to work with another employer earning 100% of wages, no PD advances payable.	L§4650(b)(2)



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PD agree	same as above	Start PD (retro to RTW) and send appropriate Benefits Notice Letter including panel QME information.	T§9812(e)(2)
PD disagree	same as above	Start PD (to reasonable estimate) and Benefit Notice and remedies letter including panel QME information.	L§4650(b) T§9812(e)(2)
PD (for DOI: 4/19/04 and beyond)	14 days	PD Notice (and begin PD) following end of TD after 104 weeks and pay to <b><i>reasonable estimate.</i></b>	L§4650(b)(1)
Apportionment		Apportionment of permanent disability shall be based on causation	L§4663
Apportionment – Prior Award		Conclusive presumption that prior permanent disability exists based on a prior Award.	L§4664
Overpayment of TD		Unilaterally taking credit against PD for overpayment of TD may result in the assessment of a penalty. Send benefit notice asserting credit and file Petition for Credit.	Roza 14 CWCR 21

**DOIs 1/1/05 to 12/31/12**

P&S finding	60 days	Within 60 days of P&S, send Notice of Regular, Alternative or Modified work. If not, increase PD payments by 15% (Does not apply to PD below 3%).(See Form 10133.53)	L§4658(d)(2)
P&S finding	60 days	If offer of work made, future PD payments reduced by 15% whether offer accepted or not.	L§4658(d)(3)(A)
		<b><i>“Each disability payment remaining to be paid”</i></b>	L§4658(d)(2) & (3)
Thereafter		If applicant returns to work but applicant is later terminated before all PD paid (except voluntary termination); future PD payments will be increased by 15%.	L§4658(d)(3)(B)
<b>Supplemental Job Displacement Benefits</b>			
End of TD	60 days	If applicant does not RTW within 60 days, applicant eligible for Supplemental Job Displacement Benefits (SJDB) based on level of PD.	L§4658.5(b)
End of TD	10 days	Issue notice to applicant re rights to SJDB via Certified Mail.	L§4658.5(c)
End of TD	30 days	Employer not liable for SJDB if RTW offer made within 30 days. (See Form 10133.53)	L§4658.6(a)
		SJDB rates:	L§4658.5(b)(1) to (4)
		PD < 15%      \$4,000.00	
		15% to 25%    \$6,000.00	
		26% to 49%    \$8,000.00	
		50% to 99%    \$10,000.00	

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Statute of Limitations		Injuries while using voucher are not compensable.	L4658.5(e)
		Voucher issued on or after 1/1/2013 must be used within 2 years of issuance or 5 years from the date of injury, whichever is later.	L§4658.5(d)

### **FOR INJURIES AFTER 1/1/13**

P&S Finding	For injuries on or after 1/1/13, <b>no 15% increase or decrease</b> with offer of work.	L§4658(e)
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## **Supplemental Job Displacement Benefits**

Employee ENTITLED to voucher if:		<ul style="list-style-type: none"> <li>- Permanent &amp; Stationary from all conditions alleged as injured;</li> <li>- Injury has caused some permanent partial disability;</li> <li>- Employee has not returned to regular, modified or alternative work with employer;</li> <li>- Physician has completed Form DWC-AD 10133.36 "Physician's Return-to-Work &amp; Voucher Report".</li> </ul>	L§4658.7(b)
For injuries with <i>any</i> permanent disability	60 days	Following P&S, employer has 60 days to offer regular, modified or alternative work.	L§4658.7(b)(1)
	20 days	If work not offered, applicant entitled to \$6,000 "voucher"	L§4658.7(c), (d)
		Once "voucher" issues, employee must ask for benefits.	
		<ul style="list-style-type: none"> <li>- Applicant gets \$500 just for asking (to be deducted from \$6,000)</li> </ul>	L§4658.7(e)(6)
		<ul style="list-style-type: none"> <li>- Applicant gets \$1,000 "for computer" (to be deducted from \$6,000)</li> </ul>	L§4658.7(e)(5)
		<b>Voucher cannot be settled.</b>	L§4658.7(g)
		Voucher <i>MAY BE</i> settled if genuine, good-faith issue exists as to injury AOE/COE.	Beltran 81/1224
		Injuries while using voucher are not compensable.	L§4658.5(e)
			<i>For DOI 1/1/04 - 12/31/12</i>
			L§4658.7(i)
			<i>For DOI after 1/1/13</i>
Statute of Limitations		Voucher must be used within 2 years of issuance or 5 years from the date of injury, whichever is later.	L§4658.5(d)
			<i>For DOI 1/1/04 - 12/31/12</i>
			L§4658.7(f)
			<i>For DOI after 1/1/13</i>

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## **MEDICAL TREATMENT (Admitted injury)**

Applicant wants treatment	30 days	(1) Defendant controls treatment . . . with many exceptions.	L§4600
		(2) Employer must notify applicant of right to choose his own MD after 30 days.	T§9782
Applicant requests change of MD within first 30 days	within 5 days	Defendant must provide alternate physician.	L§4601 T§9782
Treating doctor's obligation to serve medical reports		Treating doctor is only obligated to serve one copy of report on claims administrator or designated agent.	T§9785(c)
Health Care Organization (HCO)		Provides 90 days medical control for employees who <b>do not</b> have non-occupational health care coverage.	L§4600.3(c)(1)
		Provides 180 days medical control for employees who have non-occupational health care coverage.	L§4600(c)(2)
HCO obligations			T§9779.3
Medical Provider Networks (MPN) (For DOI's post 1/1/05)	Lifetime	Provides for lifetime medical control subject to 2 <sup>nd</sup> and 3 <sup>rd</sup> opinions and "Independent Medical Review"	L§4600, L§4616.3(c) L§4616.4(b)
Reporting Duties for Treating Physicians		Doctor's First Report – Form 5021; Reporting every 45 days; And much, much more . . .	T§9785
Contents of Physician's reports as evidence		Medical reports should include: <ul style="list-style-type: none"> <li>- Date of exam,</li> <li>- History of injury,</li> <li>- Patient complaints,</li> <li>- List of all information received and relied upon,</li> <li>- Patients medical history,</li> <li>- Findings on exam,</li> <li>- A diagnosis,</li> <li>- Nature and extent of disability,</li> <li>- Cause of disability,</li> <li>- Treatment indicated,</li> <li>- Permanent &amp; Stationary status</li> <li>- Opinion RE: permanent disability,</li> <li>- Apportionment,</li> <li>- Reasons for opinion, and</li> <li>- Signature of physician.</li> </ul>	T§10682
Contents of Vocational Experts Report		Medical reports should include: <ul style="list-style-type: none"> <li>- Penalty of Perjury Statement,</li> <li>- Qualifications of expert,</li> </ul>	T§10685

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		<ul style="list-style-type: none"> <li>- Names and qualifications of all persons who participated in exam,</li> <li>- Date of exam, interview and tests,</li> <li>- History of injury,</li> <li>- Vocational history,</li> <li>- Patient complaints,</li> <li>- List of all information received and relied upon,</li> <li>- Patients' medical history,</li> <li>- Findings and opinion on exam,</li> <li>- Reason for opinion, and</li> <li>- Signature of expert.</li> </ul>	
Request for medical mileage reimbursement	14 days	Pay, object or pay reasonable amount and object to balance.	T§10111.1(a)(4)
Request for payment of medical treatment charges. Effective 1/1/2017		Provider billing must be submitted within 12 months of date of service or be barred!!	L§4603.2(b)(1)(B)
Request for payment of medical treatment charges	30/45/60 days	Pay, object or pay reasonable amount and object to balance for each separate bill. Provide Explanation of Review (EOR) to medical provider.	L§4603.2(b)(2), T§9792.5(b), T§9794(b)
	30 days	Disputes regarding "reasonable charges" subject to Independent Bill Review (IBR) process. (Post 7/1/2013)	L§4603.6
Chiropractic, Physical Therapy or Occupational Therapy (For DOI's 1/1/04)	24 visits	The <i>Labor Code</i> limits these modes of treatment to 24 visits "per industrial injury"	L§4604.5(c)(1)
		Chiropractor cannot be PTP once 24 visit cap exhausted.	T§9785(a)(1) L§4600(c)
"Threshold issues" in dispute	90 days	If threshold issue raised in EOR, provider has 90 days after threshold dispute resolved to request 2 <sup>nd</sup> review (prerequisite to IBR).	T§9792.5.5
Failure to pay for medical treatment		Failure to pay results in the assessment of a 15% penalty plus 15% interest (interest at the same rate as judgments in civil actions retroactive to the date of receipt of the itemization.	L§4603.2(b)(2)
Injuries traveling to treatment		Injuries while traveling to treatment, including pharmacies, ARE compensable.	<i>Dawson</i> 2015L745 <sup>4</sup>
Refusal of treatment		No compensation payable when death or disability caused by unreasonable refusal of medical treatment.	L§4056

<sup>4</sup> Refer to Lexis Nexis 2015 Cal. Wrk. Comp. P.D. LEXIS

<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
Medical-Legal defined		Any cost or expense incurred to prove or disprove a contested claim.	L§§4620, T§9793
Requirements of a Medical-Legal report		<ul style="list-style-type: none"> <li>- Names and qualifications of all persons participating in exam,</li> <li>- Date and location where exam performed,</li> <li>- Statement that physician signing report actually conducted exam,</li> <li>- Declaration under penalty of perjury by signing physician.</li> </ul>	L§§4628, T§9794
Request for payment of <b>Medical-Legal charges</b>	60 days	Pay, object or pay reasonable amount and object to balance. Provide Explanation of Review (EOR) to medical provider. <i>Failure to object may <b>WAIVE</b> all objections.</i>	L§§4622, 4625, T§9794, T§10111.1, T§10786
Medical-Legal diagnostic tests		The <i>Labor Code</i> says medical-legal diagnostic tests "SHALL" be billed in accordance with official medical fee schedule (OMFS).	L§4626, T§9794
		Disputes regarding "reasonableness of medical-legal charges" subject to Independent Bill Review (IBR) process. (Post 7/1/2013)	L§4622
"Threshold issue" in dispute	90 days	If threshold issue raised in EOR, provider has 90 days to object to threshold issue.	T§9792.5.5, T§10786
	60 days	If provider timely objects, defendant has 60 days to file petition for determination of Medical-Legal dispute AND DOR.	T§10786(a)
		Defendant's Failure to file timely Petition allows Provider to file Petition and request costs, sanctions and attorney fees.	T§10786
Failure to pay for medical-legal charges	60 days	Failure to pay results in the assessment of a 10% penalty plus 7% interest.	L§4622
Injuries traveling to medical-legal exams		Injuries while traveling to medical-legal exams are not compensable as arising out of the litigation process.	<i>Evans</i> 42 CWC 69 <i>Rodriguez</i> 59/14
<b>Independent Bill Review</b>	90 days	Medical provider must object to EOR	L§4603.2(e)(1)
	14 days	Following objection, claims administrator must request "second review"	L§4603.2(e)(2)&(3)
	21 days	Payment must issue within 21 days following second review.	
	30 days	Medical provider requests Independent Bill Review (IBR). Medical provider pays for IBR.	L§139.5, L§4603.6(a) & (c)
		If IBR recommends ANY further payment, claims administrator reimburses IBR costs.	L§4603.6(c)
<b>Lien – Statute of Limitations</b>	12 months	(Effective 1/1/2017) Provider must submit bill within 12 months of service.	L§4603.2(b)(1)(B)

<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
	18 months	For services on or after 7/1/13, medical provider must file lien within 18 months.	L§4903.5(a)
	36 months	After 7/1/13, medical provider must file lien within 3 years for any services rendered before 7/1/13.	L§4903.5(a)
<b>UTILIZATION REVIEW (UR)</b>		UR can only determine “medical necessity,” not injury.	<i>Simmons</i> 70/866
<b>Effective 1/1/2018</b>		With exceptions (noted in L§4610(b)), for admitted injuries where the employee treats with the predesignated physician or employer designated physician, no prospective UR. Treatment must be authorized.	L§4610
UR limited for first 30 days		Untimely UR decision vests jurisdiction over treatment issue with WCAB.	<i>Dubon II</i> 79/1298
		Requests for treatment must be submitted on “Request for Authorization for Medical Treatment” (RFA).	T§§9785(g), 9792.9.1
	<b>5 days</b> from receipt of all info needed for decision, not to exceed <b>14 days</b>	All requests for treatment shall either be approved OR submitted to UR. Decisions shall be made in a timely fashion that is appropriate for the nature of the employee’s condition.	L§4610(g)(1), T§9792.9.1(d) <i>Sandhagen</i>
		The claims administrator may negotiate the treatment request with the physician.	
	5 days	The claims administrator may reject the RFA as not being properly completed; they must then return the RFA to the provider marked “not complete.”	T§9792.6.1(t)  T§9792.9.1(c)(2)(A) )
	5 days	The claims administrator may defer the request pending resolution of a threshold issue.	T§9792.9.1(b)
		The claims administrator shall notify the parties of the deferral within 5 days.	T§9792.9.1(b)(1)
		Defendant need not conduct UR on denied claims or denied body parts. ( <i>But defendant should request UR once threshold issue resolved.</i> ) ( <i>See below</i> )	L§4610(g)(7)
	5 days	The claims administrator may object to the RFA as not issuing from an MPN physician and request Expedited Trial.	L§5502(b)
		If certified by UR and defendant has no other legal dispute, defendant must provide treatment (UR is employers ONLY remedy for treatment disputes).	
		If denied by UR, the employee may file for Independent Medical Review (IMR) ( <i>See below</i> )	L§4062(b)

<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
		Employee may challenge UR as not being valid through Expedited Trial; if successful in showing UR invalid, employee must still demonstrate treatment appropriate.	<i>Dubon</i>
		If UR not challenged or challenge unsuccessful, UR decision remains effective for 12 months (RE: same recommendation from same physician without material change of facts).	L§4610(g)(6) T§9792.9.1(h)
"Imminent and serious" threat to life or health	72 hours	If the physician indicates that treatment is needed for an "imminent and serious" threat to life or health, UR must be completed within 72 hours. Check PR-2/RFA for checked box indicating "imminent and serious condition."	L§4610(i)(3)
	24 hours	If IMR requested for UR denial regarding "imminent and serious" threat to health, defendant must send all documents to IMRO within 24 hours.	L§4610.5(n)
Prospective or concurrent treatment	5 days	"not to exceed five working days from receipt of the information reasonably necessary to make the determination"	L§4610(i)(1), T§9792.9(c)(1)
	14 days	"but in no event more than 14 days from the date of the" demand.	L§4610(i)(1), T§9792.9(c)(2)
	24 hours	If approved, communicate authorization to physician and employee.	T§9792.9(c)(3)
	2 days	Provide written notice to provider, employee and attorney.	
	30 days	If request denied: employee has 30 days from service of UR to request IMR.	L§4610.5(e) & (h)(1)(A) & (h)(2)
		When objecting to treatment under L§4062, defendant <i>MAY NOT</i> request panel QME if UR recommends treatment.	<i>Sandhagen 73/981</i>
Retrospective Review	30 days	Retrospective UR must be completed within 30 days from determination of compensability.  Future treatment requests subject to 5 day UR rule.	L§4610(g)(1) <i>(L§4610(i)(1) &amp; (2) after 1/1/2018)</i>
UR remains VALID	12 months	Absent a change in facts, UR decisions remain valid for 12 months.	L§4610(k)
<b>Independent Medical Review</b>			
Medical necessity disputes resolved through Independent Medical Review		Effective 1/1/13 for DOI on or after 1/1/13 Effective 7/1/13 for all DOI.	L§4062(b), L§4610.5, L§4610.6
		With UR delay, denial or modification, defendant must send fully completed request for IMR.	L§4610.5(f)
	30 days	Applicant must file request within 30 days or waive medical dispute.	L§4610.5(h)(1)

<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
	10 days	Claims administrator must provide required documents to reviewing organization within 10 days of notice of assignment of IMR.	L§4610.5(l)(1)
Untimely IMR report		No jurisdiction to WCAB!!	<i>Margaris 81/561</i>

## QME PROCEDURE

NO AME Exam permitted for <b>UNREPRESENTED</b> Employees		Advise applicant of medical dispute as to compensability and provide <b>Panel QME</b> request form.  For <b>UNREPRESENTED</b> employees, the QME procedure are the same regardless of date of injury.  For <b>REPRESENTED</b> employees, the QME procedures are dictated by the date of injury.	L§4060, L§4062.1  L§4062.1  L§4062.2(a)
COMPENSABILITY disputes DEFENDANT CANNOT REQUEST PANEL QME AFTER DENIAL		(Effective 5/15/09) <b>RULE OVERTURNED!</b>	L§4060 T§30(d)(3)
<b>DEFENDANT CAN REQUEST PANEL QME AFTER DENIAL</b>			<i>Mendoza 75/634</i>
PERMANENT DISABILITY disputes			L§4061
ALL OTHER medical disputes (except "medical necessity")			L§4062
<b>UNREPRESENTED</b> Employees (Applies to all DOI's)		Advise employee of medical dispute and provide panel QME form with request that employee complete form and send to Administrative Director.  Defendant cannot agree to AME with unrepresented worker.	L§4062.1(b)  L§4062.1(a)
After notifying employee of medical dispute	10 days	If employer not notified in writing that panel QME request form submitted, employer may submit form (and designate specialty).  If panel does not issue within 20 working days, "pro per" applicant may select any QME within geographic area.  Parties may only seek supplemental report to correct "factual errors" in "pro per" cases within 30 days of report.	L§4062.1(b) & (c)  L§139.2(h)(1)  L§4061(d)(1)
Upon receipt of QME Panel	10 days	If employer not notified that employee has selected physician and scheduled exam within 10 days of receipt of panel, then employer may select physician (from panel) and schedule exam.	L§4062.1(c)
Upon receipt of QME Panel		<b>Neither claims administrator nor employer may discuss selection of</b>	T§31.3(b)



<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
<b>panel QME with unrepresented employee.</b>			
<b>REPRESENTED Employees</b>			
For DOI's prior to 4/19/04		Use "old" QME procedures (although some argue that the old process was repealed).	<i>Simi 70/217</i>
For DOI's 4/19/04-12/31/04			
For DOI's on or after 1/1/05	20 days	Either party may initiate process by written objection naming treating physician and nature of objection.	L§4062(a) L§4062.2 T§30(b)
	16 days	If no agreement, either party may request panel QME. Parties submitting request form designates specialty.	L§4062.2(b) <i>Messele 76/956</i>
Upon receipt of QME Panel	10 days	Parties have 10 days to strike a physician from panel.	L§4062.2(c)
	10 days	Represented employee responsible for scheduling PQME exam with any remaining physician. If employer not notified of appointment within 10 days, employer may schedule PQME exam.	L§4062.2(d)
	60 days	Exam must be scheduled within 60 days of attempt to schedule if applicant entitled to replacement PQME. Party with legal right to schedule exam may waive replacement QME and schedule exam more than 60 days but no more than 90 days. (Unrepresented employees??)	T§31.3(e)
	30 days	PQME report must issue within 30 days of exam OR PQME must request extension (up to 30 days) to complete report. Extension must be based on "good cause".	L§139.2(j)(1)(A) T§38
Requirements for Replacement Panel		16 statutory reasons for requesting a replacement panel, or "good cause".	T§31.5
Objection to late QME report	Timely	Objection to late initial QME report must be made before report received.  No obligation to pay for late issued PQME exam/report.	<i>Flores 40 CWCR 219</i> L§4062.5 T§38(b)
<b>DEATH BENEFITS/Dependents</b>		For rates – see below.	
Minors		A child under the age of 18 or a child of any age found by the trier of fact . . . to be physically or mentally incapacitated from earning shall be CONCLUSIVELY PRESUMED a total dependent of: <ul style="list-style-type: none"><li>- Deceased parent with whom child was living, or</li><li>- Deceased parent who is legally liable for support.</li></ul>	L§3501(a)
Minors – Under 18		Notwithstanding maximum limits under §4702, minor children continue to receive death benefit until the youngest child attains 18 years of age.	L§4703.5



<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
"Claims Administrator" – defined		Entity that reviews and adjusts workers compensation claims on behalf of another.	T§10305(e)
Other definitions regarding parties			T§10305
"Employer" – defined		Any entity "which has any natural person in service."	L§3300
"Employee" – defined		"Every person in service of an employer under any appointment or contract of hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed."	L§3351
Employees - Excluded			L§3352
"Employment Contract"		A contract by which one, who is called the employer, engages another, who is called the employee, <i>to do something for the benefit of the employer or a third person.</i> " (Emphasis added.)	L§2750
Rebuttable presumption of employment		Any person hired to perform services for which a license is required but the person does not have the required license. (Includes factors for proof of independent contractor status.)	L§2750.5
Independent Contractor - defined			L§3353
Proper identification of parties		A party or representative must provide a party's full legal name on all pleadings.	T§10390(a) Coldiron 67/1466
Costs of compensation to employee.		No contribution from employee for costs of compensation.  Medical provider SHALL NOT collect money from injured employee (if Claim Form has been filed).	L§3751
Employer Rights			L§3761
Employer Right to Information			L§3762
<b>HEARINGS at the WCAB</b>			
Consolidation of cases		Consolidation based on discretion of judge and may be granted on the Board's motion or by Petition of a party.  Once consolidated, all evidence in one case shall be deemed admitted in all consolidated cases.	T§10396
Declaration of Readiness to Proceed		Must include statement under penalty of perjury specifying efforts to resolve disputed issue.	T§10742
Objection to DOR	1 within 10 days of service of DOR	If no objection issues, party waives any and all objections	T§10744
Priority Conference		Employment and AOE/COE issues only!! (Represented applicants only.)	L§5502(c) T§10785

<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
Expedited Hearing		Limited issues: <ul style="list-style-type: none"> <li>- Temporary Disability</li> <li>- Medical Treatment</li> <li>- MPN disputes</li> <li>- Medical-legal exam disputes</li> <li>- Disputes regarding who pays benefits among liable parties.</li> </ul>	L§5502(b)
Expedited Hearing #2		WCJ may re-designate an expedited hearing as a MSC.	T§10782
Mandatory Settlement (or Lien) Conference (MSC)		All issues. Discovery closes. Pre-Trial Conference Statement prepared. Case can be set for trial.  Defendant must have a computer printout available at MSC	L§5502(c) T§10759(b)
Filing Exhibits	20 days before trial	Exhibits must be filed 20 days before trial unless otherwise ordered by WCAB.	
Status Conference		A proceeding to determine if genuine issues exist, to assist parties resolving the dispute, to narrow issues and prepare for trial.	T§10305(s)
Status Conference #2		WCJ may designate any appearance, other than a trial, as a Status Conference.	T§10758
Evidence allowed at hearings		In addition to testimony . . .	L§5703
Appeals Board not bound by the <i>Evidence Code</i> or <i>Code of Civil Procedure</i> .			L§5708
NOMINAL DISABILITY INDEMNITY		Where injury admitted and “it appears that disability is likely to result at a future time” but no disability is now indicated, the appeals board may award “nominal indemnity.”	L§5802
Costs and Interpreters		Party producing a witness is required to arrange for an interpreter, if needed.  Services include: <ul style="list-style-type: none"> <li>- Hearings</li> <li>- Depositions</li> <li>- Medical Appointments</li> </ul>	L§5811
Interpreter Fees			T§9795.1
Sanctions – Bad Faith		Bad-faith actions or tactics that are frivolous or solely intended to cause unnecessary delay.	L§5813 T§10421
Unreasonable Delay		Up to 25% increase in compensation unreasonably delayed or refused.	L§5814
Attorney Fee – Delayed Compensation		Attorney fees (at time and expense) may be awarded for enforcement of Award.	

<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
<b>LITIGATION PROCEDURE</b>			
<b>EAMS</b>			
Filing Application	Anytime	Establishes venue and WCAB number.	T§10450 T§10455
File a separate Application for each injury allegation			T§10455(a)
Answers	10/90 days	Answer shall be filed no later than 10 days after DOR or 90 days after filing of Application.  Evidence toward issues or affirmative defenses NOT list on Answer may be denied by WCAB.	T§10465
File 4906(g) with Application		Employee, insurer, employer and attorneys for all parties must sign.	T§10470
Object to venue	30 days	File objection within 30 days of notice of filing of Application/venue.	T§10488
Service of documents – generally		Served on all parties and lien claimants – except medical report (do not file with non-physician lien claimants.)	T§10635 T§10637
All Petitions and Answers	Effective 10/19/13	All Petitions and Answers must be verified.	T§10510
Petition to Dismiss Inactive Cases	1 year	A party may petition to dismiss a case if no activity for 1 year after filing of Application or OTOC.	T§10550
Petition for Credit		No credit may be granted except upon Petition and Order of the Appeals Board.	T§10555
Petition for Costs		To seek payment of an expense not covered as a lien or medical-legal cost.	T§10545
Emergency Petition for Stay		Rules for requesting to stay an action.	T§10530
Applicant requests printout of benefits paid	within 20 days of request	Must serve computer printout of benefits paid upon request by applicant. (Only one request every 120 days unless change in indemnity payments).	T§10635(b)
Applicant demands service of medical reports	within 10 days of receipt	After filing of Application, all medical reports must be served on all parties and physician lien claimants.	T§10635
A party has a continuing duty to serve medical reports	10 days or receipt		T§10635(c)
Willful failure to serve medical report		Report given adverse inference.	T§10670
MSC scheduled	at MSC	(1) All evidence must be served no later than MSC (Otherwise may be excluded from evidence).	L§5502(d)(3) T§10670 T§10635

<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
	at MSC	(2) Provide computer printout of benefits paid (possible sanctions for failure to provide printout).	T§10635
Post-Stip/F&A demand for indemnity benefits	within 5 years	Has a Petition to Reopen been filed?? If not, object to all benefits not included in Award.	L§5410
Post-Stip demand for medical treatment		See Utilization Review.	
“Mailbox rule” in workers’ comp		5 days by mail (in California) 10 days (outside California) 20 days (outside United States)	T§10605
Service of documents	Throughout claim	Service is by mail unless or fax/email is authorized by agreement of the parties.	T§10625
Designated Service	10 days	When the WCAB designated service, service must be made within 10 days and service must include the applicant.	T§10629

## **METHODS OF RESOLUTION:**

Compromise & Release		In general, full & final settlement of all issues. Paid in lump sum. No future medical care.	L§5000 et. seq. T§10500 T§10700
Stipulations with Request for Award		Agreement to permanent disability (and other issues). Paid weekly until full PD paid. Lifetime future medical for injured parts of body.	
Findings & Award		After TRIAL, judge determines permanent disability and all other issues. Permanent disability benefits paid over time. Lifetime future medical for injured parts of body.	L§5800 et. seq.
Nominal Award of Permanent Disability (PD)		Appeals board may award nominal PD even if no PD is indicated now if disability “is likely to result at a future time.”	L§5802
Findings & Order (Take Nothing!)		After TRIAL, judge determines that no injury occurred or no benefits are payable.	
<b>PETITION FOR REMOVAL</b>	20 days	Verified Petition must be filed within 20 days of interim (non-final) order and must demonstrate: <ul style="list-style-type: none"> <li>- Significant Prejudice</li> <li>- Irreparable harm</li> <li>- Cannot be remedied through Petition for Reconsideration.</li> </ul>	T§10955
Petition for Removal		DOES NOT STAY PROCEEDINGS	T§10955(e)
Answer to Petition for Removal	10 days	Verified Answer	T§10955(c)
<b>PETITION FOR RECONSIDERATION</b>	20 days	Verified Petition must be filed within 20 days of final order demonstrating : <ul style="list-style-type: none"> <li>- Judge acted in excess of its power</li> <li>- Order procured by fraud</li> </ul>	L§5900 et. seq.

<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
		<ul style="list-style-type: none"> <li>- Evidence does not justify findings of fact</li> <li>- New evidence available which could not have been produced with reasonable diligence</li> <li>- Findings of fact do not support order.</li> </ul>	
Exhibits to Petition for Reconsideration		NO EXHIBITS ATTACHED TO PETITION FOR RECONSIDERATION.	T§10945(c)
Answer to Petition for Reconsideration	10 days	Verified Answer.	L§5905
Reconsideration Denied	60 days	A petition for Reconsideration is deemed DENIED if not acted upon with 60 days.	L§5909
PETITION FOR WRIT OF REVIEW	45 days – no extension for mailing	Petition for Writ of Review must be filed with the Court of Appeal no more than 45 days after issuance of the Decision/Denial of Reconsideration.	L§5950
Petition for Writ of Review		No automatic stay occurs with the filing of the Petition.	L§5956
PETITION FOR REVIEW (Supreme Court)	10/40 days	Petition with the Supreme Court must be filed <ul style="list-style-type: none"> <li>- within 10 days of a summary denial;</li> <li>- within 40 days of a full written opinion.</li> </ul>	Rules of Court §8.500(e)(1)  See §8.490(b)
		Time not extended if final day “falls on a day on which the [court] is closed.”	§8.500(e)(1)
Answer	10 days	Answer must be served and filed within 10 days.	§8.500(e)(4)

## STATUTE OF LIMITATIONS

To “commence proceedings”	1 year	Proceeding may be commenced within one year of: <ol style="list-style-type: none"> <li>(1) The date of injury,</li> <li>(2) Payment of indemnity benefits,</li> <li>(3) Providing medical treatment.</li> </ol>	L§5405
Continuing jurisdiction	Continuing	The Appeals Board has continuing jurisdiction over all awards and orders and may “enforce” awards indefinitely!!	L§5803
To reopen (“good cause”) or for “new and further benefits”	5 years	Employee has five years from date of injury to reopen claim (post-award) for “good-cause” or to claim new and further benefits.	L§5410 L§5804
Discrimination claims under <i>Labor Code</i> §132a	1 year	Claim must be filed within 1 year from discriminatory act.	L§132a(4)
Serious and Willful Misconduct of Employer claim	1 year	Claim must be filed within 1 year from misconduct.	L§5407

<b><u>EVENT:</u></b>	<b><u>TIME:</u></b>	<b><u>WHAT'S NEEDED:</u></b>	<b><u>AUTHORITY:</u></b>
<b>CONTRIBUTION</b>	1 year	Petition must be filed within 1 year of "award of compensation."	L§5500.5(e)
<b>SUBROGATION</b>	2 years	Complaint must be filed within 2 years of injury or accident.	CCP§335.1

† All Labor Code sections relating to vocational rehabilitation (§§4635-4647) were repealed with AB 749 however, SB 899 reinstated Labor Code §139.5 for injuries on or before 1/1/04.

### **General Guidelines:**

1. Any time you start, stop, change or resume any benefit (Temporary Disability, Wage Loss, Wage Continuation, Permanent Disability or Death Benefits), you MUST send a state mandated Benefit Notice Letter.
2. Any time you end a benefit (TD, PD, VRMA), you must provide an ACCURATE accounting of benefits paid to applicant (with printout of benefits).
3. Don't forget *Reynolds* language!
4. Any time you pay a benefit late (TD, WL, PD), you must pay a 10% benefit on the unpaid or delayed amount. You may also owe interest on the unpaid amount (issue remains in dispute!).
5. Any time the applicant demands any benefit in writing, a response must issue in writing (usually within 10 days!).
6. For all lost time injuries, I would request Wage Statement and Job Description immediately so that no delay occurs when these documents are needed.

	<b>Return-to-Work Program Post 1/1/2013 DOI</b>	<b>Old Vouchers 1/1/2004 to 12/31/2012</b>	<b>New Vouchers 1/1/2013 to present</b>
<b>Amount paid:</b>	\$5,000	Up to \$10,000  PD < 15%    \$4,000 15% to 25%    \$6,000 26% to 49%    \$8,000 50% to 99%    \$10,000	\$6,000
<b>Non-training payment:</b>	\$5,000	\$0	Up to \$1,500
<b>Notice to Employee:</b>	None	At end of TD.	After MMI and No offer of modified work.
<b>Minimum Requirement:</b>	File Voucher with State	No work offer within 60 days of end of TD. Voucher issues within 25 days of PPD Award.	MMI PD DWC-AD10133.36
<b>Expires:</b>	n/a	2 years from issuance or 5 years from DOI, whichever is later.	2 years from issuance or 5 years from DOI, whichever is later.
<b>Settle??</b>	n/a	Yes.	Maybe?
<b>How many??</b>	One only!!	For each qualifying injury.	For each qualifying injury.



## MEDICAL-LEGAL FEE SCHEDULE – Section 9795

<b>ML 200</b>	<b>MISSED APPOINTMENTS</b>	<b>\$503.75</b>
	<p>Caused by:</p> <ul style="list-style-type: none"> <li>➤ Interpreter failing to appear.</li> <li>➤ Injured worker failing to appear.</li> <li>➤ Injured worker leaves before exam is complete.</li> <li>➤ Injured worker is more than 30 minutes late for the exam and the exam cannot be completed.</li> <li>➤ Exam is cancelled within 6 <b>business days</b> of the scheduled evaluation.</li> </ul> <p>If cancellation is the fault of the applicant or applicant attorney, defendant <b>may</b> seek a credit against any award.</p>	<p>If physician produces a report, physician may bill \$3 per page for pages reviewed over 200 (but may not bill for the same records again).</p>
<b>ML201</b>	<b>COMPREHENSIVE MEDICAL-LEGAL EVALUATION</b>	<b>\$2,015.00</b>
	<ul style="list-style-type: none"> <li>➤ Includes all evaluations that do not qualify as “follow-up” or “supplemental” evaluation.</li> <li>➤ Includes all exams occurring more than <b>18 months</b> after the last exam.</li> <li>➤ Involves an examination of the patient.</li> <li>➤ Records reviewed must include a declaration.</li> <li>➤ Physician must include a declaration as well.</li> <li>➤ <i>Labor Code §4628 still applies!!</i></li> </ul>	<p>Includes 200 pages of record review.</p> <p>Physician charges \$3 per page for records review over 200 pages.</p>
<b>ML202</b>	<b>FOLLOW-UP MEDICAL-LEGAL EVALUATIONS</b>	<b>\$1,316.25</b>
	<ul style="list-style-type: none"> <li>➤ A re-evaluation occurring within <b>18 months</b> of a prior comprehensive medical-legal evaluation.</li> <li>➤ Involves an examination of the patient.</li> <li>➤ Records reviewed must include a declaration.</li> <li>➤ Physician must include a declaration as well.</li> <li>➤ <i>Labor Code §4628 still applies!!</i></li> </ul>	<p>Includes 200 pages of record review.</p> <p>Records not previously reviewed.</p> <p>Physician charges \$3 per page for records review over 200 pages.</p>
<b>ML203</b>	<b>SUPPLEMENTAL MEDICAL-LEGAL EVALUATION</b>	<b>\$650.00</b>
	<ul style="list-style-type: none"> <li>➤ Does not involve an examination of the applicant.</li> <li>➤ Involves review of records that <b>were not available</b> at the initial or follow-up evaluation.</li> <li>➤ There is no requirement that a party requested the exam.</li> <li>➤ Declarations required!</li> </ul> <p><u>No fee allowed if the report is:</u></p> <ul style="list-style-type: none"> <li>➤ To review records “available” to the physician at the time of the initial/supplemental exam; or</li> <li>➤ The review is requested to address an issue that the parties requested the physician address in the initial exam.</li> </ul>	<p>Includes 50 pages of record review.</p> <p>Records not previously reviewed.</p> <p>Physician charges \$3 per page for records review over 50 pages.</p>
<b>ML204</b>	<p>Two (2) hour minimum (1/4 hour thereafter).</p> <p>If cancelled within 8 calendar days, physician entitled to 1 hour of time (\$455)</p>	\$455.00/hour (or U&C, if lower).
<b>ML205</b>	<p>Billed in 1/4 hour increments.</p> <p><b>No report included</b> (bill as Comprehensive, Follow-up or Supplemental Evaluation as appropriate).</p>	\$325/hour (or U&C, if lower).

**Other charges and modifiers include:**

Interpreter	-93	Add 10% to base charge.
Agreed Medical Examination	-94	Add 35% to base charge.
Qualified Medical Examination	-95	Added only to identify service.
Psychiatrist/Psychology	-96	Add 100% to base charge.
Toxicology	-97	Add 50% to base charge.
Oncology	-98	Add 50% to base charge.
Section 9795(d)		Modifiers <b>DO NOT</b> apply to page charges.
Requests for duplicate reports		Reimbursed in same manner as <i>Labor Code</i> §5703.1
Court-Ordered Evaluations Section 9795(h)		Judge has discretion to apply any modifier to the evaluation.

**Medicare Set Aside (MSA) Considerations**

<u>Beneficiary</u>	<u>Defined</u>	<u>When to solicit MSA</u>
Class I	Current Medicare Recipient	When settlement exceeds <b>\$25,000</b>
Class II	Medicare eligible: <ul style="list-style-type: none"> <li>✓ Eligible within 30 months (e.g. 62 ½ years old)</li> <li>✓ SSDI recipient</li> <li>✓ Applied for SSDI</li> </ul>	When settlement exceeds <b>\$250,000</b>
Our legal requirement is to “take Medicare interests into consideration” . . . and the most efficient way to do that is to solicit a MSA!		

## MEDICAL TIME GUIDELINES

		REVIEW TIME:	COMMUNICATION TIME:	SUBSEQUENT REVIEW:	Further rules:	
UR	Imminent & Serious Threat	72 hours				
	Concurrent/ Prospective	5 days/up to 14 days if info requested	24 hours to communicate by phone; 2 days in writing	30 days to request IMR	Valid for 12 months absent “change in facts”	
	Retrospective	30 days				
	AOE/COE	5 days for notice of deferral	30 days from decision to accept	Thereafter, further UR subject to rules above	30 days to request IMR	Valid for 12 months absent “change in facts”

		PERIOD TO REQUEST:	TIME TO PROVIDE RECORDS (from assignment):	TIME TO COMPLETE REVIEW:	TIME TO APPEAL:	TIME TO PAY:
IMR	Imminent & Serious Threat	Immediately	24 hours	3 days		
	Concurrent	30 days from service of UR	10 days	30 days	30 days	5 days authorize; 20 days to pay

	OBJECT:	REVIEW, PAY & ISSUE EOR:	REQUEST 2 <sup>ND</sup> REVIEW:	COMPLETE 2 <sup>ND</sup> REVIEW:	REQUEST IBR:	ISSUE PAYMENT:
IBR Treatment	30 days	45 days	90 days	14 days to complete 2 <sup>nd</sup> review; 21 days to make payment	30 days to request IBR	Payment: 45 days paper billing, 15 days electronic, 20 day M/L.
IBR Medical-Legal		60 days				
Non-IBR Treatment	30 days	45 days	90 days (after decision accepting liability is made)	Same as above		
Non-IBR Medical-Legal	60 days to review and send EOR <i>(or WAIVE all defenses!!)</i>			90 days for provider to object to EOR	60 days for defendant to file Petition for Determination of Non-IBR Medical-Legal Dispute	

	TIME TO OBJECT:	REQUIREMENT:	STRIKING:	SCHEDULE EXAM:		WITH WHOM:
QME – Unrepresented		Send panel request to EE; 10 days for EE to request panel, then ER may request panel	NONE!!	10 days for EE; then ER may set exam		Any QME unless EE requests specific QME
QME – Represented 4060/4061		16 days, then request panel	10 days from receipt of panel	10 days for EE; then ER may set exam		Any MD remaining after “strike process”
QME – Represented 4062	20 days (to treating MD report)					
QME Reporting	60 days to set exam; no more than 90 days	30 days for report to issue	60 days for QME to issue supplemental report		Depo within 120 days of request	
Info to QME	Serve 20 days before service on QME	10 days to object to “information”	Disputes regarding info resolved by Appeals Board			

## **PAYMENT RESPONSE GUIDELINES**

<u><b>Treatment</b></u>	<u><b>Medical-Legal</b></u>	<u><b>Costs</b></u>
<b>30 days</b> to object (via EOR) or <b>45 days</b> to pay (w/EOR); (60 days for gov't entities)	<b>60 days</b> to pay or object (EOR)	<b>60 days</b> to pay or object
<i><b>All objections must be fully set forth in the EOR!!</b></i>	<i><b>All objections must be fully set forth in the EOR!!</b></i>	<i><b>All objections must be fully set forth in the EOR!!</b></i>
If an objection is not raised, it is <b>waived</b> .	If an objection is not raised, it is <b>waived</b> .	
If <b>cost</b> is the only dispute, the dispute <b>must</b> be submitted to <b>IBR</b> process. Provider has 90 days to contest payment/EOR.	If <b>cost</b> is the only dispute, the dispute <b>must</b> be submitted to <b>IBR</b> process. Provider has 90 days to contest payment/EOR.	n/a
If provider fails to object to EOR, provider waives all objections.	If provider fails to object to EOR, provider waives all objections.	
All other issues subject to lien process.	All other issues subject to lien <b>OR</b> <i>Petition for Determination of Medical-Legal Dispute</i> (and file DOR).	After 60 days, provider may file Petition for Costs.
Labor Code §4603.2 T8CCR §9792.5.5	Labor Code §4622 T8CCR §9794, 9792.5.4, §9792.5.5 T8CCR §10786	Title 8, California Code of Regulations §10545

## **COVID-19 Presumptions under SB 1159**

<b>Labor Code §:</b>	<b>3212.86</b>	<b>3212.87</b>	<b>3212.88</b>
<b>Affects:</b>	All Employees (who work outside the home at the employer's request)  Codifies Executive Order N-62-20	First responder; Health care workers (with direct exposure to COVID -19 patients within 14 days of positive test)	All other employees (who work outside the home at the employer's request)
<b>Effective dates:</b>	3/19/2020 – 7/5/2020	7/6/2020 – 12/31/2022	7/6/2020 – 12/31/2022
<b>Presumption Applies:</b>	Positive test or diagnosis by physician within 14 days of working outside home, plus positive test 30 days later	Positive PCR test (not antibody test) within 14 days of work.	Positive PCR test (not antibody test) within 14 days during "OUTBREAK"
<b>Date of injury:</b>	Last day worked*	Last day worked	Last day worked
<b>Nature of Presumption</b>	Rebuttable	Rebuttable	Rebuttable
<b>Temporary Disability:</b>	Exhaust COVID pay (if any) before TD  Physician must certify TD every 15 days for first 45 days	Exhaust COVID pay (if any) before TD  No waiting period	Exhaust COVID pay (if any) before TD  No waiting period
<b>Discovery period:</b>	30 days	30 days	45 days
<b>MPN:</b>	Controls treatment (unless pre-designation)*	Controls treatment (unless pre-designation)	Controls treatment (unless pre-designation)
<b>Death:</b>	No payment to DWD	No payment to DWD	No payment to DWD
		(Applies to illness or death!)	(Applies to illness or death!)

<b>“OUTBREAK”</b>		<i>Employer must have more than 5 employees</i>	
	(a)	If fewer than 100 employees	4 or more positive COVID tests <i>at a single location</i> within a 14 day period.
	(b)	Over 100 employees	4% of employees with positive COVID test <i>at a single location</i> within 14 day period.
	(c)	Premises/location ordered closed by public health agency	
		If employee works at multiple locations, EACH location must be considered to determine “outbreak”.	
		No “outbreak,” no presumption. Evidence to rebut presumption includes evidence of efforts to reduce transmission including PPE, enhanced cleaning, and temperature checks.	
		The claims administrator shall continuously evaluate each claim to determine whether the requisite number of positive tests have occurred during the surrounding 14-day period.	
		<b>14 days ← LDW/DOI → 14 days</b>	

## INSTRUCTIONS FOR EMPLOYER

By 10/29/20	For period between 7/5/2020 and 9/17/2020		<ol style="list-style-type: none"> <li>1. # of reported COVID cases</li> <li>2. Date of each positive test</li> <li>3. Address of employment of each positive reporting employee</li> <li>4. Highest number of employees at each work site</li> </ol>
After 9/17/2020	Positive COVID test “know or should have known”		Report to Claims administrator within 3 days (see below)
		Employee claims NOT work related exposure.	Report claim to Claims Administrator with NO personal information.
		Employee claims work related exposure.	<ol style="list-style-type: none"> <li>1. Provide DWC 1 (Claim Form)</li> <li>2. Report to Claims Administrator like all other work related injuries.</li> </ol>
	Need to report:	<ol style="list-style-type: none"> <li>1. Positive Test</li> <li>2. Date of Positive Test (specimen collection)</li> <li>3. “Specific place of employment” – address</li> <li>4. Highest # of employees who worked at location in 45 days preceding last day worked (date of injury).</li> </ol>	

## Life Pension Calculation and Rate Chart

Life Pension Rate = (PD% - 60) x 0.015 x AWW								
						PD: 70:0 to 99:3		
Effective Dates			AWW: Min/Max per week			Paid: Min/Max per week		
07-01-94	to	06-30-95	\$105.00	to	\$157.69	\$15.75	to	\$94.02
07-01-95	to	06-30-96	\$105.00	to	\$207.69	\$15.75	to	\$123.84
07-01-96	to	12-31-02	\$105.00	to	\$257.69	\$15.75	to	\$153.65
01-01-03	to	12-31-03*	\$150.00	to	\$257.69	\$22.50	to	\$153.65
01-01-04	to	12-31-04*	\$157.50	to	\$257.69	\$23.63	to	\$153.65
01-01-05	to	12-31-05*	\$157.50	to	\$257.69	\$23.63	to	\$153.65
01-01-06	on	*	\$195.00	to	\$515.38	\$29.25	to	\$307.30
*Subject to SAWW/COLA adjustment beginning January 1 of year following commencement of benefit.								

## Death Benefits

		DEPENDENTS				
Date of Injury	Burial Expense	1 Total†	2 or more Total	3 or More Total	1 Total plus 1 or more Partial	0 Total, 1 or more Partial
7/1/94 - 6/30/96	\$5000.00	\$115,000	\$135,000	\$150,000	\$115,000 plus 4x annual support not to exceed \$125,000	4x annual support not to exceed \$115,000
7/1/96 – 12/31/05	\$5000.00	\$125,000	\$145,000	\$160,000	\$125,000 plus 4x annual support not to exceed \$145,000	4x annual support not to exceed \$125,000
1/1/06 – 12/31/12	\$5000.00	\$250,000	\$290,000	\$320,000	\$250,000 plus 4x annual support not to exceed \$290,000‡	8x annual support not to exceed \$250,000
1/1/13 -	\$10,000	\$250,000	\$290,000	\$320,000	\$250,000 plus 4x annual support not to exceed \$290,000‡	8x annual support not to exceed \$250,000
† Spouse earning less than \$30,000 per year is conclusively presumed to be a total dependent. ( <i>Labor Code</i> §3501(b).)						
‡ Dependent minor children are conclusively presumed total dependents and continue to receive the full weekly death benefit until age eighteen; dependent who are totally disabled from earning receive the full weekly death benefit for life. ( <i>Labor Code</i> §3501(a), <i>Labor Code</i> §4703.5.)						
If no dependents, "1 Total" benefit amount payable to Death without Dependents unit. ( <i>Labor Code</i> §4606.5, 4706.5.) SAWW/COLA applies.						

## Mileage Rates

On or After	per mile
1/1/2023	\$.67
1/1/2023	\$.655
7/1/2022	\$.625
1/1/2022	\$.585
1/1/2021	\$.56
1/1/2020	\$.575
1/1/2019	\$.58
1/1/2018	\$.545
1/1/2017	\$.535
1/1/2016	\$.54
1/1/2015	\$.575
1/1/2014	\$.56
1/1/2013	\$.565
7/1/2011	\$.555
1/1/2011	\$.51
1/1/2010	\$.50
1/1/2009	\$.55
7/1/2008	\$.585

## SAWW Rates

Year	SAWW
2024	0%
2023	5.15924%
2022	13.5213%
2021	4.3774%
2020	3.84013%
2019	2.971%
2018	3.642%
2017	3.9119%
2016	2.2789%
2015	2.6666%
2014	.0742887%
2013	5.56325%
2012	2.41351%
2011	0.0000%
2010	2.99410%
2009	4.554844%
2008	3.93182%
2007	4.95933%

## 2020 Life Expectancy Table (Nat. Vital Stats 8/8/2022)

Age	Male	Female	Age	Male	Female	Age	Male	Female	Age	Male	Female
18	57.9	63.4	36	41.5	46.2	54	25.9	29.7	72	13.1	15.2
19	56.9	62.5	37	40.6	45.2	55	25.1	28.8	73	12.4	14.5
20	56.0	61.5	38	39.7	44.3	56	24.3	28.0	74	11.8	13.8
21	55.0	60.5	39	38.8	43.4	57	23.6	27.1	75	11.2	13.1
22	54.1	59.5	40	37.9	42.4	58	22.8	26.3	76	10.6	12.4
23	53.2	58.6	41	37.0	41.5	59	22.0	25.4	77	10.0	11.7
24	52.3	57.6	42	36.2	40.6	60	21.3	24.6	78	9.4	11.1
25	51.4	56.6	43	35.3	39.6	61	20.5	23.8	79	8.9	10.4
26	50.5	55.7	44	34.4	38.7	62	19.8	23.0	80	8.4	9.8
27	49.5	54.7	45	33.5	37.8	63	19.1	22.2	81	7.8	9.2
28	48.6	53.8	46	32.7	36.9	64	18.4	21.4	82	7.3	8.6
29	47.7	52.8	47	31.8	36.0	65	17.7	20.6	83	6.9	8.0
30	46.8	51.8	48	30.9	35.0	66	17.0	19.82	84	6.4	7.5
31	45.9	50.9	49	30.1	34.1	67	16.3	19.0	85	5.9	7.0
32	45.0	49.9	50	29.2	33.2	68	15.7	18.2	86	5.5	6.5
33	44.1	49.0	51	28.4	32.4	69	15.0	17.5	87	5.1	6.0
34	43.2	48.1	52	27.6	31.5	70	14.4	16.7	88	4.7	5.6
35	42.4	47.1	53	26.8	30.6	71	13.7	15.9	89	4.4	5.1

## Rate Chart – Temporary Disability & Permanent Disability

Year	Total Temporary Disability			Permanent Partial Disability		
		Earnings	Rate	%	Minimum	Maximum
7/1/1996 – 12/31/2002	Min	Under \$126	Actual earnings	1 to 14:3	\$70	\$140
				15 to 24:3	\$70	\$160
	Max	\$735.00	<b>\$490.00</b>	25 to 69:3	\$70	\$170
				70 to 99:3	\$70	\$230
2003	Min	\$189.00	\$126.00	1 to 69	\$100	\$185
	Max	\$903.00	<b>\$602.00</b>	70 to 99	\$100	\$230
2004	Min	\$189.00	\$126.00	1 to 69	\$105	\$200
	Max	\$1,092.00	<b>\$728.00</b>	70 to 99	\$105	\$250
2005	Min	\$189.00	\$126.00	1 to 69	\$105	\$220
	Max	\$1,260.00	<b>\$840.00</b>	70 to 99	\$105	\$270
2006	Min	\$189.00	\$126.00	1 to 69	\$130	\$230
	Max	\$1,260.00	<b>\$840.00</b>	70 to 99	\$130	\$270
2007	Min	\$198.37	\$132.25	1 to 69	\$130	\$230
	Max	\$1,322.49	<b>\$881.66</b>	70 to 99	\$130	\$270
2008	Min	\$206.17	\$137.45	1 to 69	\$130	\$230
	Max	\$1,374.49	<b>\$916.33</b>	70 to 99	\$130	\$270
2009	Min	\$215.55	\$143.70	1 to 69	\$130	\$230
	Max	\$1,437.01	<b>\$958.01</b>	70 to 99	\$130	\$270
2010	Min	\$222.00	\$148.00	1 to 69	\$130	\$230
	Max	\$1,480.04	<b>\$986.69</b>	70 to 99	\$130	\$270
2011	Min	\$222.00	\$148.00	1 to 69	\$130	\$230
	Max	\$1,480.04	<b>\$986.69</b>	70 to 99	\$130	\$270
2012	Min	\$227.35	\$151.57	1 to 69	\$130	\$230
	Max	\$1,515.75	<b>\$1,010.50</b>	70 to 99	\$130	\$270
2013	Min	\$240.00	\$160.00	1 to 54	\$160	\$230
	Max	\$1,600.08	<b>\$1,066.72</b>	55 to 69	\$160	\$270
				70 to 99	\$160	\$290
2014	Min	\$241.78	\$161.19	1 to 99	\$160	\$290
	Max	\$1,611.96	<b>\$1,074.64</b>			
2015	Min	\$248.23	\$165.49	1 to 99	\$160	\$290
	Max	\$1,654.94	<b>\$1,103.29</b>			
2016	Min	\$253.88	\$169.26	1 to 99	\$160	\$290
	Max	\$1,692.65	<b>\$1,128.43</b>			
2017	Min	\$263.81	\$175.88	1 to 99	\$160	\$290
	Max	\$1,758.86	<b>\$1,172.57</b>			
2018	Min	\$273.42	\$182.29	1 to 99	\$160	\$290
	Max	\$1,822.91	<b>\$1,215.27</b>			
2019	Min	\$281.57	\$187.29	1 to 99	\$160	\$290
	Max	\$1,877.07	<b>\$1,251.38</b>			
2020	Min	\$292.36	\$194.91	1 to 99	\$160	\$290
	Max	\$1,949.15	<b>\$1,299.43</b>			
2021	Min	\$305.16	\$203.44	1 to 99	\$160	\$290
	Max	\$2,034.47	<b>\$1,356.31</b>			
2022	Min	\$346.42	\$230.95	1 to 99	\$160	\$290
	Max	\$2,309.56	<b>\$1,539.71</b>			
2023	Min	\$364.29	\$242.86	1 to 99	\$160	\$290
	Max	\$2,428.72	<b>\$1,619.15</b>			
2024	Min	\$364.29	\$242.86	1 to 99	\$160	\$290
	Max	\$2,428.72	<b>\$1,619.15</b>			



**PERMANENT DISABILITY RATES 2014 - 2021**

%	Weeks	Indemnity	%	Weeks	Indemnity	%	Weeks	Indemnity	%	Weeks	Indemnity
1	3	\$ 870.00	26	106.75	\$ 30,957.50	51	279.25	\$ 80,982.50	76	529.25	\$ 153,482.50
2	6	\$ 1,740.00	27	112.75	\$ 32,697.50	52	287.25	\$ 83,302.50	77	545.25	\$ 158,122.50
3	9	\$ 2,610.00	28	118.75	\$ 34,437.50	53	295.25	\$ 85,622.50	78	561.25	\$ 162,762.50
4	12	\$ 3,480.00	29	124.75	\$ 36,177.50	54	303.25	\$ 87,942.50	79	577.25	\$ 167,402.50
5	15	\$ 4,350.00	30	131.00	\$ 37,990.00	55	311.25	\$ 90,262.50	80	593.25	\$ 172,042.50
6	18	\$ 5,220.00	31	138.00	\$ 40,020.00	56	319.25	\$ 92,582.50	81	609.25	\$ 176,682.50
7	21	\$ 6,090.00	32	145.00	\$ 42,050.00	57	327.25	\$ 94,902.50	82	625.25	\$ 181,322.50
8	24	\$ 6,960.00	33	152.00	\$ 44,080.00	58	335.25	\$ 97,222.50	83	641.25	\$ 185,962.50
9	27	\$ 7,830.00	34	159.00	\$ 46,110.00	59	343.25	\$ 99,542.50	84	657.25	\$ 190,602.50
10	30.25	\$ 8,772.50	35	166.00	\$ 48,140.00	60	351.25	\$ 101,862.50	85	673.25	\$ 195,242.50
11	34.25	\$ 9,932.50	36	173.00	\$ 50,170.00	61	359.25	\$ 104,182.50	86	689.25	\$ 199,882.50
12	38.25	\$ 11,092.50	37	180.00	\$ 52,200.00	62	367.25	\$ 106,502.50	87	705.25	\$ 204,522.50
13	42.25	\$ 12,252.50	38	187.00	\$ 54,230.00	63	375.25	\$ 108,822.50	88	721.25	\$ 209,162.50
14	46.25	\$ 13,412.50	39	194.00	\$ 56,260.00	64	383.25	\$ 111,142.50	89	737.25	\$ 213,802.50
15	50.50	\$ 14,645.00	40	201.00	\$ 58,290.00	65	391.25	\$ 113,462.50	90	753.25	\$ 218,442.50
16	55.50	\$ 16,095.00	41	208.00	\$ 60,320.00	66	399.25	\$ 115,782.50	91	769.25	\$ 223,082.50
17	60.50	\$ 17,545.00	42	215.00	\$ 62,350.00	67	407.25	\$ 118,102.50	92	785.25	\$ 227,722.50
18	65.50	\$ 18,995.00	43	222.00	\$ 64,380.00	68	415.25	\$ 120,422.50	93	801.25	\$ 232,362.50
19	70.50	\$ 20,445.00	44	229.00	\$ 66,410.00	69	423.25	\$ 122,742.50	94	817.25	\$ 237,002.50
20	75.50	\$ 21,895.00	45	236.00	\$ 68,440.00	70	433.25	\$ 125,642.50	95	833.25	\$ 241,642.50
21	80.50	\$ 23,345.00	46	243.00	\$ 70,470.00	71	449.25	\$ 130,282.50	96	849.25	\$ 246,282.50
22	85.50	\$ 24,795.00	47	250.00	\$ 72,500.00	72	465.25	\$ 134,922.50	97	865.25	\$ 250,922.50
23	90.50	\$ 26,245.00	48	257.00	\$ 74,530.00	73	481.25	\$ 139,562.50	98	881.25	\$ 255,562.50
24	95.50	\$ 27,695.00	49	264.00	\$ 76,560.00	74	497.25	\$ 144,202.50	99	897.25	\$ 260,202.50
25	100.75	\$ 29,217.50	50	271.25	\$ 78,662.50	75	513.25	\$ 148,842.50			

**PERMANENT DISABILITY RATES 2013**

%	Weeks	Indemnity	%	Weeks	Indemnity	%	Weeks	Indemnity	%	Weeks	Indemnity
1	3	\$ 690.00	26	106.75	\$ 24,552.50	51	279.25	\$ 64,227.50	76	529.25	\$ 153,482.50
2	6	\$ 1,380.00	27	112.75	\$ 25,932.50	52	287.25	\$ 66,067.50	77	545.25	\$ 158,122.50
3	9	\$ 2,070.00	28	118.75	\$ 27,312.50	53	295.25	\$ 67,907.50	78	561.25	\$ 162,762.50
4	12	\$ 2,760.00	29	124.75	\$ 28,692.50	54	303.25	\$ 69,747.50	79	577.25	\$ 167,402.50
5	15	\$ 3,450.00	30	131.00	\$ 30,130.00	55	311.25	\$ 84,037.50	80	593.25	\$ 172,042.50
6	18	\$ 4,140.00	31	138.00	\$ 31,740.00	56	319.25	\$ 86,197.50	81	609.25	\$ 176,682.50
7	21	\$ 4,830.00	32	145.00	\$ 33,350.00	57	327.25	\$ 88,357.50	82	625.25	\$ 181,322.50
8	24	\$ 5,520.00	33	152.00	\$ 34,960.00	58	335.25	\$ 90,517.50	83	641.25	\$ 185,962.50
9	27	\$ 6,210.00	34	159.00	\$ 36,570.00	59	343.25	\$ 92,677.50	84	657.25	\$ 190,602.50
10	30.25	\$ 6,957.50	35	166.00	\$ 38,180.00	60	351.25	\$ 94,837.50	85	673.25	\$ 195,242.50
11	34.25	\$ 7,877.50	36	173.00	\$ 39,790.00	61	359.25	\$ 96,997.50	86	689.25	\$ 199,882.50
12	38.25	\$ 8,797.50	37	180.00	\$ 41,400.00	62	367.25	\$ 99,157.50	87	705.25	\$ 204,522.50
13	42.25	\$ 9,717.50	38	187.00	\$ 43,010.00	63	375.25	\$ 101,317.50	88	721.25	\$ 209,162.50
14	46.25	\$ 10,637.50	39	194.00	\$ 44,620.00	64	383.25	\$ 103,477.50	89	737.25	\$ 213,802.50
15	50.50	\$ 11,615.00	40	201.00	\$ 46,230.00	65	391.25	\$ 105,637.50	90	753.25	\$ 218,442.50
16	55.50	\$ 12,765.00	41	208.00	\$ 47,840.00	66	399.25	\$ 107,797.50	91	769.25	\$ 223,082.50
17	60.50	\$ 13,915.00	42	215.00	\$ 49,450.00	67	407.25	\$ 109,957.50	92	785.25	\$ 227,722.50
18	65.50	\$ 15,065.00	43	222.00	\$ 51,060.00	68	415.25	\$ 112,117.50	93	801.25	\$ 232,362.50
19	70.50	\$ 16,215.00	44	229.00	\$ 52,670.00	69	423.25	\$ 114,277.50	94	817.25	\$ 237,002.50
20	75.50	\$ 17,365.00	45	236.00	\$ 54,280.00	70	433.25	\$ 125,642.50	95	833.25	\$ 241,642.50
21	80.50	\$ 18,515.00	46	243.00	\$ 55,890.00	71	449.25	\$ 130,282.50	96	849.25	\$ 246,282.50
22	85.50	\$ 19,665.00	47	250.00	\$ 57,500.00	72	465.25	\$ 134,922.50	97	865.25	\$ 250,922.50
23	90.50	\$ 20,815.00	48	257.00	\$ 59,110.00	73	481.25	\$ 139,562.50	98	881.25	\$ 255,562.50
24	95.50	\$ 21,965.00	49	264.00	\$ 60,720.00	74	497.25	\$ 144,202.50	99	897.25	\$ 260,202.50
25	100.75	\$ 23,172.50	50	271.25	\$ 62,387.50	75	513.25	\$ 148,842.50			

**PERMANENT PARTIAL DISABILITY INDEMNITY FOR INJURIES 2006 - 2012**

%	Weeks	Indemnity	-15%	+15%
1	3	\$ 690.00	\$ 586.50	\$ 690.00
2	6	\$ 1,380.00	\$ 1,173.00	\$ 1,380.00
3	9	\$ 2,070.00	\$ 1,759.50	\$ 2,084.79
4	12	\$ 2,760.00	\$ 2,346.00	\$ 2,878.29
5	15	\$ 3,450.00	\$ 2,932.50	\$ 3,671.79
6	18	\$ 4,140.00	\$ 3,519.00	\$ 4,465.29
7	21	\$ 4,830.00	\$ 4,105.50	\$ 5,258.79
8	24	\$ 5,520.00	\$ 4,692.00	\$ 6,052.29
9	27	\$ 6,210.00	\$ 5,278.50	\$ 6,845.79
10	30.25	\$ 6,957.50	\$ 5,913.88	\$ 7,705.41
11	34.25	\$ 7,877.50	\$ 6,695.88	\$ 8,763.41
12	38.25	\$ 8,797.50	\$ 7,477.88	\$ 9,821.41
13	42.25	\$ 9,717.50	\$ 8,259.88	\$ 10,879.41
14	46.25	\$ 10,637.50	\$ 9,041.88	\$ 11,937.41
15	50.50	\$ 11,615.00	\$ 9,872.75	\$ 13,061.54
16	55.50	\$ 12,765.00	\$ 10,850.25	\$ 14,384.04
17	60.50	\$ 13,915.00	\$ 11,827.75	\$ 15,706.54
18	65.50	\$ 15,065.00	\$ 12,805.25	\$ 17,029.04
19	70.50	\$ 16,215.00	\$ 13,782.75	\$ 18,351.54
20	75.50	\$ 17,365.00	\$ 14,760.25	\$ 19,674.04
21	80.50	\$ 18,515.00	\$ 15,737.75	\$ 20,996.54
22	85.50	\$ 19,665.00	\$ 16,715.25	\$ 22,319.04
23	90.50	\$ 20,815.00	\$ 17,692.75	\$ 23,641.54
24	95.50	\$ 21,965.00	\$ 18,670.25	\$ 24,964.04
25	100.75	\$ 23,172.50	\$ 19,696.63	\$ 26,352.66
26	106.75	\$ 24,552.50	\$ 20,869.63	\$ 27,939.66
27	112.75	\$ 25,932.50	\$ 22,042.63	\$ 29,526.66
28	118.75	\$ 27,312.50	\$ 23,215.63	\$ 31,113.66
29	124.75	\$ 28,692.50	\$ 24,388.63	\$ 32,700.66
30	131.00	\$ 30,130.00	\$ 25,610.50	\$ 34,353.79
31	138.00	\$ 31,740.00	\$ 26,979.00	\$ 36,205.29
32	145.00	\$ 33,350.00	\$ 28,347.50	\$ 38,056.79
33	152.00	\$ 34,960.00	\$ 29,716.00	\$ 39,908.29
34	159.00	\$ 36,570.00	\$ 31,084.50	\$ 41,759.79
35	166.00	\$ 38,180.00	\$ 32,453.00	\$ 43,611.29
36	173.00	\$ 39,790.00	\$ 33,821.50	\$ 45,462.79
37	180.00	\$ 41,400.00	\$ 35,190.00	\$ 47,314.29
38	187.00	\$ 43,010.00	\$ 36,558.50	\$ 49,165.79
39	194.00	\$ 44,620.00	\$ 37,927.00	\$ 51,017.29
40	201.00	\$ 46,230.00	\$ 39,295.50	\$ 52,868.79
41	208.00	\$ 47,840.00	\$ 40,664.00	\$ 54,720.29
42	215.00	\$ 49,450.00	\$ 42,032.50	\$ 56,571.79
43	222.00	\$ 51,060.00	\$ 43,401.00	\$ 58,423.29
44	229.00	\$ 52,670.00	\$ 44,769.50	\$ 60,274.79
45	236.00	\$ 54,280.00	\$ 46,138.00	\$ 62,126.29
46	243.00	\$ 55,890.00	\$ 47,506.50	\$ 63,977.79
47	250.00	\$ 57,500.00	\$ 48,875.00	\$ 65,829.29
48	257.00	\$ 59,110.00	\$ 50,243.50	\$ 67,680.79
49	264.00	\$ 60,720.00	\$ 51,612.00	\$ 69,532.29
50	271.25	\$ 62,387.50	\$ 53,029.38	\$ 71,449.91

%	Weeks	Indemnity	-15%	+15%
51	279.25	\$ 64,227.50	\$ 54,593.38	\$ 73,565.91
52	287.25	\$ 66,067.50	\$ 56,157.38	\$ 75,681.91
53	295.25	\$ 67,907.50	\$ 57,721.38	\$ 77,797.91
54	303.25	\$ 69,747.50	\$ 59,285.38	\$ 79,913.91
55	311.25	\$ 71,587.50	\$ 60,849.38	\$ 82,029.91
56	319.25	\$ 73,427.50	\$ 62,413.38	\$ 84,145.91
57	327.25	\$ 75,267.50	\$ 63,977.38	\$ 86,261.91
58	335.25	\$ 77,107.50	\$ 65,541.38	\$ 88,377.91
59	343.25	\$ 78,947.50	\$ 67,105.38	\$ 90,493.91
60	351.25	\$ 80,787.50	\$ 68,669.38	\$ 92,609.91
61	359.25	\$ 82,627.50	\$ 70,233.38	\$ 94,725.91
62	367.25	\$ 84,467.50	\$ 71,797.38	\$ 96,841.91
63	375.25	\$ 86,307.50	\$ 73,361.38	\$ 98,957.91
64	383.25	\$ 88,147.50	\$ 74,925.38	\$ 101,073.91
65	391.25	\$ 89,987.50	\$ 76,489.38	\$ 103,189.91
66	399.25	\$ 91,827.50	\$ 78,053.38	\$ 105,305.91
67	407.25	\$ 93,667.50	\$ 79,617.38	\$ 107,421.91
68	415.25	\$ 95,507.50	\$ 81,181.38	\$ 109,537.91
69	423.25	\$ 97,347.50	\$ 82,745.38	\$ 111,653.91
70	433.25	\$ 116,977.50	\$ 99,430.88	\$ 134,176.98
71	449.25	\$ 121,297.50	\$ 103,102.88	\$ 139,144.98
72	465.25	\$ 125,617.50	\$ 106,774.88	\$ 144,112.98
73	481.25	\$ 129,937.50	\$ 110,446.88	\$ 149,080.98
74	497.25	\$ 134,257.50	\$ 114,118.88	\$ 154,048.98
75	513.25	\$ 138,577.50	\$ 117,790.88	\$ 159,016.98
76	529.25	\$ 142,897.50	\$ 121,462.88	\$ 163,984.98
77	545.25	\$ 147,217.50	\$ 125,134.88	\$ 168,952.98
78	561.25	\$ 151,537.50	\$ 128,806.88	\$ 173,920.98
79	577.25	\$ 155,857.50	\$ 132,478.88	\$ 178,888.98
80	593.25	\$ 160,177.50	\$ 136,150.88	\$ 183,856.98
81	609.25	\$ 164,497.50	\$ 139,822.88	\$ 188,824.98
82	625.25	\$ 168,817.50	\$ 143,494.88	\$ 193,792.98
83	641.25	\$ 173,137.50	\$ 147,166.88	\$ 198,760.98
84	657.25	\$ 177,457.50	\$ 150,838.88	\$ 203,728.98
85	673.25	\$ 181,777.50	\$ 154,510.88	\$ 208,696.98
86	689.25	\$ 186,097.50	\$ 158,182.88	\$ 213,664.98
87	705.25	\$ 190,417.50	\$ 161,854.88	\$ 218,632.98
88	721.25	\$ 194,737.50	\$ 165,526.88	\$ 223,600.98
89	737.25	\$ 199,057.50	\$ 169,198.88	\$ 228,568.98
90	753.25	\$ 203,377.50	\$ 172,870.88	\$ 233,536.98
91	769.25	\$ 207,697.50	\$ 176,542.88	\$ 238,504.98
92	785.25	\$ 212,017.50	\$ 180,214.88	\$ 243,472.98
93	801.25	\$ 216,337.50	\$ 183,886.88	\$ 248,440.98
94	817.25	\$ 220,657.50	\$ 187,558.88	\$ 253,408.98
95	833.25	\$ 224,977.50	\$ 191,230.88	\$ 258,376.98
96	849.25	\$ 229,297.50	\$ 194,902.88	\$ 263,344.98
97	865.25	\$ 233,617.50	\$ 198,574.88	\$ 268,312.98
98	881.25	\$ 237,937.50	\$ 202,246.88	\$ 273,280.98
99	897.25	\$ 242,257.50	\$ 205,918.88	\$ 278,248.98

**PERMANENT PARTIAL DISABILITY INDEMNITY FOR INJURIES 2005**

%	Weeks	Indemnity	-15%	+15%
1	3	\$ 660.00	\$ 561.00	\$ 660.00
2	6	\$ 1,320.00	\$ 1,122.00	\$ 1,320.00
3	9	\$ 1,980.00	\$ 1,683.00	\$ 1,994.14
4	12	\$ 2,640.00	\$ 2,244.00	\$ 2,753.14
5	15	\$ 3,300.00	\$ 2,805.00	\$ 3,512.14
6	18	\$ 3,960.00	\$ 3,366.00	\$ 4,271.14
7	21	\$ 4,620.00	\$ 3,927.00	\$ 5,030.14
8	24	\$ 5,280.00	\$ 4,488.00	\$ 5,789.14
9	27	\$ 5,940.00	\$ 5,049.00	\$ 6,548.14
10	30.25	\$ 6,655.00	\$ 5,656.75	\$ 7,370.39
11	34.25	\$ 7,535.00	\$ 6,404.75	\$ 8,382.39
12	38.25	\$ 8,415.00	\$ 7,152.75	\$ 9,394.39
13	42.25	\$ 9,295.00	\$ 7,900.75	\$ 10,406.39
14	46.25	\$ 10,175.00	\$ 8,648.75	\$ 11,418.39
15	50.50	\$ 11,110.00	\$ 9,443.50	\$ 12,493.64
16	55.50	\$ 12,210.00	\$ 10,378.50	\$ 13,758.64
17	60.50	\$ 13,310.00	\$ 11,313.50	\$ 15,023.64
18	65.50	\$ 14,410.00	\$ 12,248.50	\$ 16,288.64
19	70.50	\$ 15,510.00	\$ 13,183.50	\$ 17,553.64
20	75.50	\$ 16,610.00	\$ 14,118.50	\$ 18,818.64
21	80.50	\$ 17,710.00	\$ 15,053.50	\$ 20,083.64
22	85.50	\$ 18,810.00	\$ 15,988.50	\$ 21,348.64
23	90.50	\$ 19,910.00	\$ 16,923.50	\$ 22,613.64
24	95.50	\$ 21,010.00	\$ 17,858.50	\$ 23,878.64
25	100.75	\$ 22,165.00	\$ 18,840.25	\$ 25,206.89
26	106.75	\$ 23,485.00	\$ 19,962.25	\$ 26,724.89
27	112.75	\$ 24,805.00	\$ 21,084.25	\$ 28,242.89
28	118.75	\$ 26,125.00	\$ 22,206.25	\$ 29,760.89
29	124.75	\$ 27,445.00	\$ 23,328.25	\$ 31,278.89
30	131.00	\$ 28,820.00	\$ 24,497.00	\$ 32,860.14
31	138.00	\$ 30,360.00	\$ 25,806.00	\$ 34,631.14
32	145.00	\$ 31,900.00	\$ 27,115.00	\$ 36,402.14
33	152.00	\$ 33,440.00	\$ 28,424.00	\$ 38,173.14
34	159.00	\$ 34,980.00	\$ 29,733.00	\$ 39,944.14
35	166.00	\$ 36,520.00	\$ 31,042.00	\$ 41,715.14
36	173.00	\$ 38,060.00	\$ 32,351.00	\$ 43,486.14
37	180.00	\$ 39,600.00	\$ 33,660.00	\$ 45,257.14
38	187.00	\$ 41,140.00	\$ 34,969.00	\$ 47,028.14
39	194.00	\$ 42,680.00	\$ 36,278.00	\$ 48,799.14
40	201.00	\$ 44,220.00	\$ 37,587.00	\$ 50,570.14
41	208.00	\$ 45,760.00	\$ 38,896.00	\$ 52,341.14
42	215.00	\$ 47,300.00	\$ 40,205.00	\$ 54,112.14
43	222.00	\$ 48,840.00	\$ 41,514.00	\$ 55,883.14
44	229.00	\$ 50,380.00	\$ 42,823.00	\$ 57,654.14
45	236.00	\$ 51,920.00	\$ 44,132.00	\$ 59,425.14
46	243.00	\$ 53,460.00	\$ 45,441.00	\$ 61,196.14
47	250.00	\$ 55,000.00	\$ 46,750.00	\$ 62,967.14
48	257.00	\$ 56,540.00	\$ 48,059.00	\$ 64,738.14
49	264.00	\$ 58,080.00	\$ 49,368.00	\$ 66,509.14
50	271.25	\$ 59,675.00	\$ 50,723.75	\$ 68,343.39

%	Weeks	Indemnity	-15%	+15%
51	279.25	\$ 61,435.00	\$ 52,219.75	\$ 70,367.39
52	287.25	\$ 63,195.00	\$ 53,715.75	\$ 72,391.39
53	295.25	\$ 64,955.00	\$ 55,211.75	\$ 74,415.39
54	303.25	\$ 66,715.00	\$ 56,707.75	\$ 76,439.39
55	311.25	\$ 68,475.00	\$ 58,203.75	\$ 78,463.39
56	319.25	\$ 70,235.00	\$ 59,699.75	\$ 80,487.39
57	327.25	\$ 71,995.00	\$ 61,195.75	\$ 82,511.39
58	335.25	\$ 73,755.00	\$ 62,691.75	\$ 84,535.39
59	343.25	\$ 75,515.00	\$ 64,187.75	\$ 86,559.39
60	351.25	\$ 77,275.00	\$ 65,683.75	\$ 88,583.39
61	359.25	\$ 79,035.00	\$ 67,179.75	\$ 90,607.39
62	367.25	\$ 80,795.00	\$ 68,675.75	\$ 92,631.39
63	375.25	\$ 82,555.00	\$ 70,171.75	\$ 94,655.39
64	383.25	\$ 84,315.00	\$ 71,667.75	\$ 96,679.39
65	391.25	\$ 86,075.00	\$ 73,163.75	\$ 98,703.39
66	399.25	\$ 87,835.00	\$ 74,659.75	\$ 100,727.39
67	407.25	\$ 89,595.00	\$ 76,155.75	\$ 102,751.39
68	415.25	\$ 91,355.00	\$ 77,651.75	\$ 104,775.39
69	423.25	\$ 93,115.00	\$ 79,147.75	\$ 106,799.39
70	433.25	\$ 116,977.50	\$ 99,430.88	\$ 134,176.98
71	449.25	\$ 121,297.50	\$ 103,102.88	\$ 139,144.98
72	465.25	\$ 125,617.50	\$ 106,774.88	\$ 144,112.98
73	481.25	\$ 129,937.50	\$ 110,446.88	\$ 149,080.98
74	497.25	\$ 134,257.50	\$ 114,118.88	\$ 154,048.98
75	513.25	\$ 138,577.50	\$ 117,790.88	\$ 159,016.98
76	529.25	\$ 142,897.50	\$ 121,462.88	\$ 163,984.98
77	545.25	\$ 147,217.50	\$ 125,134.88	\$ 168,952.98
78	561.25	\$ 151,537.50	\$ 128,806.88	\$ 173,920.98
79	577.25	\$ 155,857.50	\$ 132,478.88	\$ 178,888.98
80	593.25	\$ 160,177.50	\$ 136,150.88	\$ 183,856.98
81	609.25	\$ 164,497.50	\$ 139,822.88	\$ 188,824.98
82	625.25	\$ 168,817.50	\$ 143,494.88	\$ 193,792.98
83	641.25	\$ 173,137.50	\$ 147,166.88	\$ 198,760.98
84	657.25	\$ 177,457.50	\$ 150,838.88	\$ 203,728.98
85	673.25	\$ 181,777.50	\$ 154,510.88	\$ 208,696.98
86	689.25	\$ 186,097.50	\$ 158,182.88	\$ 213,664.98
87	705.25	\$ 190,417.50	\$ 161,854.88	\$ 218,632.98
88	721.25	\$ 194,737.50	\$ 165,526.88	\$ 223,600.98
89	737.25	\$ 199,057.50	\$ 169,198.88	\$ 228,568.98
90	753.25	\$ 203,377.50	\$ 172,870.88	\$ 233,536.98
91	769.25	\$ 207,697.50	\$ 176,542.88	\$ 238,504.98
92	785.25	\$ 212,017.50	\$ 180,214.88	\$ 243,472.98
93	801.25	\$ 216,337.50	\$ 183,886.88	\$ 248,440.98
94	817.25	\$ 220,657.50	\$ 187,558.88	\$ 253,408.98
95	833.25	\$ 224,977.50	\$ 191,230.88	\$ 258,376.98
96	849.25	\$ 229,297.50	\$ 194,902.88	\$ 263,344.98
97	865.25	\$ 233,617.50	\$ 198,574.88	\$ 268,312.98
98	881.25	\$ 237,937.50	\$ 202,246.88	\$ 273,280.98
99	897.25	\$ 242,257.50	\$ 205,918.88	\$ 278,248.98

# PERMANENT DISABILITY RATES 2004

%	Weeks	Indemnity
1	4.00	\$ 800.00
2	8.00	\$ 1,600.00
3	12.00	\$ 2,400.00
4	16.00	\$ 3,200.00
5	20.00	\$ 4,000.00
6	24.00	\$ 4,800.00
7	28.00	\$ 5,600.00
8	32.00	\$ 6,400.00
9	36.00	\$ 7,200.00
10	40.25	\$ 8,050.00
11	45.25	\$ 9,050.00
12	50.25	\$ 10,050.00
13	55.25	\$ 11,050.00
14	60.25	\$ 12,050.00
15	65.25	\$ 13,050.00
16	70.25	\$ 14,050.00
17	75.25	\$ 15,050.00
18	80.25	\$ 16,050.00
19	85.25	\$ 17,050.00
20	90.25	\$ 18,050.00
21	95.25	\$ 19,050.00
22	100.25	\$ 20,050.00
23	105.25	\$ 21,050.00
24	110.25	\$ 22,050.00
25	115.50	\$ 23,100.00

%	Weeks	Indemnity
26	121.50	\$ 24,300.00
27	127.50	\$ 25,500.00
28	133.50	\$ 26,700.00
29	139.50	\$ 27,900.00
30	145.75	\$ 29,150.00
31	152.75	\$ 30,550.00
32	159.75	\$ 31,950.00
33	166.75	\$ 33,350.00
34	173.75	\$ 34,750.00
35	180.75	\$ 36,150.00
36	187.75	\$ 37,550.00
37	194.75	\$ 38,950.00
38	201.75	\$ 40,350.00
39	208.75	\$ 41,750.00
40	215.75	\$ 43,150.00
41	222.75	\$ 44,550.00
42	229.75	\$ 45,950.00
43	236.75	\$ 47,350.00
44	243.75	\$ 48,750.00
45	250.75	\$ 50,150.00
46	257.75	\$ 51,550.00
47	264.75	\$ 52,950.00
48	271.75	\$ 54,350.00
49	278.75	\$ 55,750.00
50	286.00	\$ 57,200.00

%	Weeks	Indemnity
51	294.00	\$ 58,800.00
52	302.00	\$ 60,400.00
53	310.00	\$ 62,000.00
54	318.00	\$ 63,600.00
55	326.00	\$ 65,200.00
56	334.00	\$ 66,800.00
57	342.00	\$ 68,400.00
58	350.00	\$ 70,000.00
59	358.00	\$ 71,600.00
60	366.00	\$ 73,200.00
61	374.00	\$ 74,800.00
62	382.00	\$ 76,400.00
63	390.00	\$ 78,000.00
64	398.00	\$ 79,600.00
65	406.00	\$ 81,200.00
66	414.00	\$ 82,800.00
67	422.00	\$ 84,400.00
68	430.00	\$ 86,000.00
69	438.00	\$ 87,600.00
70	446.25	\$ 111,562.50
71	455.25	\$ 113,812.50
72	464.25	\$ 116,062.50
73	473.25	\$ 118,312.50
74	482.25	\$ 120,562.50
75	491.25	\$ 122,812.50

%	Weeks	Indemnity
76	500.25	\$ 125,062.50
77	509.25	\$ 127,312.50
78	518.25	\$ 129,562.50
79	527.25	\$ 131,812.50
80	536.25	\$ 134,062.50
81	545.25	\$ 136,312.50
82	554.25	\$ 138,562.50
83	563.25	\$ 140,812.50
84	572.25	\$ 143,062.50
85	581.25	\$ 145,312.50
86	590.25	\$ 147,562.50
87	599.25	\$ 149,812.50
88	608.25	\$ 152,062.50
89	617.25	\$ 154,312.50
90	626.25	\$ 156,562.50
91	635.25	\$ 158,812.50
92	644.25	\$ 161,062.50
93	653.25	\$ 163,312.50
94	662.25	\$ 165,562.50
95	671.25	\$ 167,812.50
96	680.25	\$ 170,062.50
97	689.25	\$ 172,312.50
98	698.25	\$ 174,562.50
99	707.25	\$ 176,812.50

# PERMANENT DISABILITY RATES 2003

%	Weeks	Indemnity
1	3	\$ 555.00
2	6	\$ 1,110.00
3	9	\$ 1,665.00
4	12	\$ 2,220.00
5	15	\$ 2,775.00
6	18	\$ 3,330.00
7	21	\$ 3,885.00
8	24	\$ 4,440.00
9	27	\$ 4,995.00
10	30.25	\$ 5,596.25
11	34.25	\$ 6,336.25
12	38.25	\$ 7,076.25
13	42.25	\$ 7,816.25
14	46.25	\$ 8,556.25
15	50.25	\$ 9,296.25
16	54.25	\$ 10,036.25
17	58.25	\$ 10,776.25
18	62.25	\$ 11,516.25
19	66.25	\$ 12,256.25
20	70.50	\$ 13,042.50
21	75.50	\$ 13,967.50
22	80.50	\$ 14,892.50
23	85.50	\$ 15,817.50
24	90.50	\$ 16,742.50
25	95.75	\$ 17,713.75

%	Weeks	Indemnity
26	101.75	\$ 18,823.75
27	107.75	\$ 19,933.75
28	113.75	\$ 21,043.75
29	119.75	\$ 22,153.75
30	126.00	\$ 23,310.00
31	133.00	\$ 24,605.00
32	140.00	\$ 25,900.00
33	147.00	\$ 27,195.00
34	154.00	\$ 28,490.00
35	161.00	\$ 29,785.00
36	168.00	\$ 31,080.00
37	175.00	\$ 32,375.00
38	182.00	\$ 33,670.00
39	189.00	\$ 34,965.00
40	196.00	\$ 36,260.00
41	203.00	\$ 37,555.00
42	210.00	\$ 38,850.00
43	217.00	\$ 40,145.00
44	224.00	\$ 41,440.00
45	231.00	\$ 42,735.00
46	238.00	\$ 44,030.00
47	245.00	\$ 45,325.00
48	252.00	\$ 46,620.00
49	259.00	\$ 47,915.00
50	266.25	\$ 49,256.25

%	Weeks	Indemnity
51	274.25	\$ 50,736.25
52	282.25	\$ 52,216.25
53	290.25	\$ 53,696.25
54	298.25	\$ 55,176.25
55	306.25	\$ 56,656.25
56	314.25	\$ 58,136.25
57	322.25	\$ 59,616.25
58	330.25	\$ 61,096.25
59	338.25	\$ 62,576.25
60	346.25	\$ 64,056.25
61	354.25	\$ 65,536.25
62	362.25	\$ 67,016.25
63	370.25	\$ 68,496.25
64	378.25	\$ 69,976.25
65	386.25	\$ 71,456.25
66	394.25	\$ 72,936.25
67	402.25	\$ 74,416.25
68	410.25	\$ 75,896.25
69	418.25	\$ 77,376.25
70	426.50	\$ 98,095.00
71	435.50	\$ 100,165.00
72	444.50	\$ 102,235.00
73	453.50	\$ 104,305.00
74	462.50	\$ 106,375.00
75	471.50	\$ 108,445.00

%	Weeks	Indemnity
76	480.50	\$ 110,515.00
77	489.50	\$ 112,585.00
78	498.50	\$ 114,655.00
79	507.50	\$ 116,725.00
80	516.50	\$ 118,795.00
81	525.50	\$ 120,865.00
82	534.50	\$ 122,935.00
83	543.50	\$ 125,005.00
84	552.50	\$ 127,075.00
85	561.50	\$ 129,145.00
86	570.50	\$ 131,215.00
87	579.50	\$ 133,285.00
88	588.50	\$ 135,355.00
89	597.50	\$ 137,425.00
90	606.50	\$ 139,495.00
91	615.50	\$ 141,565.00
92	624.50	\$ 143,635.00
93	633.50	\$ 145,705.00
94	642.50	\$ 147,775.00
95	651.50	\$ 149,845.00
96	660.50	\$ 151,915.00
97	669.50	\$ 153,985.00
98	678.50	\$ 156,055.00
99	687.50	\$ 158,125.00



**PERMANENT DISABILITY RATES 1996 - 2002**

%	Weeks	Indemnity	%	Weeks	Indemnity	%	Weeks	Indemnity	%	Weeks	Indemnity
1	3	\$ 420.00	26	101.75	\$ 17,297.50	51	274.25	\$ 46,622.50	76	480.50	\$ 110,515.00
2	6	\$ 840.00	27	107.75	\$ 18,317.50	52	282.25	\$ 47,982.50	77	489.50	\$ 112,585.00
3	9	\$ 1,260.00	28	113.75	\$ 19,337.50	53	290.25	\$ 49,342.50	78	498.50	\$ 114,655.00
4	12	\$ 1,680.00	29	119.75	\$ 20,357.50	54	298.25	\$ 50,702.50	79	507.50	\$ 116,725.00
5	15	\$ 2,100.00	30	126.00	\$ 21,420.00	55	306.25	\$ 52,062.50	80	516.50	\$ 118,795.00
6	18	\$ 2,520.00	31	133.00	\$ 22,610.00	56	314.25	\$ 53,422.50	81	525.50	\$ 120,865.00
7	21	\$ 2,940.00	32	140.00	\$ 23,800.00	57	322.25	\$ 54,782.50	82	534.50	\$ 122,935.00
8	24	\$ 3,360.00	33	147.00	\$ 24,990.00	58	330.25	\$ 56,142.50	83	543.50	\$ 125,005.00
9	27	\$ 3,780.00	34	154.00	\$ 26,180.00	59	338.25	\$ 57,502.50	84	552.50	\$ 127,075.00
10	30.25	\$ 4,235.00	35	161.00	\$ 27,370.00	60	346.25	\$ 58,862.50	85	561.50	\$ 129,145.00
11	34.25	\$ 4,795.00	36	168.00	\$ 28,560.00	61	354.25	\$ 60,222.50	86	570.50	\$ 131,215.00
12	38.25	\$ 5,355.00	37	175.00	\$ 29,750.00	62	362.25	\$ 61,582.50	87	579.50	\$ 133,285.00
13	42.25	\$ 5,915.00	38	182.00	\$ 30,940.00	63	370.25	\$ 62,942.50	88	588.50	\$ 135,355.00
14	46.25	\$ 6,475.00	39	189.00	\$ 32,130.00	64	378.25	\$ 64,302.50	89	597.50	\$ 137,425.00
15	50.25	\$ 8,040.00	40	196.00	\$ 33,320.00	65	386.25	\$ 65,662.50	90	606.50	\$ 139,495.00
16	54.25	\$ 7,595.00	41	203.00	\$ 34,510.00	66	394.25	\$ 67,022.50	91	615.50	\$ 141,565.00
17	58.25	\$ 9,320.00	42	210.00	\$ 35,700.00	67	402.25	\$ 68,382.50	92	624.50	\$ 143,635.00
18	62.25	\$ 9,960.00	43	217.00	\$ 36,890.00	68	410.25	\$ 69,742.50	93	633.50	\$ 145,705.00
19	66.25	\$ 10,600.00	44	224.00	\$ 38,080.00	69	418.25	\$ 71,102.50	94	642.50	\$ 147,775.00
20	70.50	\$ 11,280.00	45	231.00	\$ 39,270.00	70	426.50	\$ 98,095.00	95	651.50	\$ 149,845.00
21	75.50	\$ 12,080.00	46	238.00	\$ 40,460.00	71	435.50	\$ 100,165.00	96	660.50	\$ 151,915.00
22	80.50	\$ 12,880.00	47	245.00	\$ 41,650.00	72	444.50	\$ 102,235.00	97	669.50	\$ 153,985.00
23	85.50	\$ 13,680.00	48	252.00	\$ 42,840.00	73	453.50	\$ 104,305.00	98	678.50	\$ 156,055.00
24	90.50	\$ 14,480.00	49	259.00	\$ 44,030.00	74	462.50	\$ 106,375.00	99	687.50	\$ 158,125.00
25	95.75	\$ 16,277.50	50	266.25	\$ 45,262.50	75	471.50	\$ 108,445.00			



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CMS Website	<a href="http://www.cms.gov/">www.cms.gov/</a>
CMS MSA	<a href="http://www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Workers-Compensation-Medicare-Set-Aside-Arrangements/WCMSA-Overview.html">www.cms.gov/Medicare/Coordination-of-Benefits-and-Recovery/Workers-Compensation-Medicare-Set-Aside-Arrangements/WCMSA-Overview.html</a>
DEU Commutation Tools	<a href="http://www.dir.ca.gov/dwc/commtemps.zip">www.dir.ca.gov/dwc/commtemps.zip</a>
EAMS Case Search	<a href="http://eams.dwc.ca.gov/WebEnhancement/">eams.dwc.ca.gov/WebEnhancement/</a>
Eligible Training Provider List (New Vouchers)	<a href="http://www.edd.ca.gov/Jobs_and_Training/Eligible_Training_Provider_List.htm">www.edd.ca.gov/Jobs_and_Training/Eligible_Training_Provider_List.htm</a>
DIR Guide for Injured Workers	<a href="http://www.dir.ca.gov/InjuredWorkerGuidebook/InjuredWorkerGuidebook.html">www.dir.ca.gov/InjuredWorkerGuidebook/InjuredWorkerGuidebook.html</a>
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