RESOLUTION 2020-028  PASSED: MARCH 23, 2020

AUTHORIZING THE EXECUTION OF A WORKERS’ COMPENSATION LUMP SUM PETITION AND ORDER IN THE AMOUNT OF $59,354.59 (ERIC BLANKEN).

WHEREAS, the City of DeKalb is a Home-Rule Municipal Corporation governed by the applicable provisions of the Illinois Constitution and Illinois Municipal Code; and

WHEREAS, the City employs a variety of persons in a range of capacities and, from time to time when any such employee is injured in the line of duty, the City is responsible for certain claims and liabilities, and the City Council wishes to authorize execution of a lump sum petition and order relating to resolution of a Workers’ Compensation Claim and further finds that such action is necessary and appropriate, and the conditions attached thereto protect the public, health, safety, welfare and morals;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF DEKALB, ILLINOIS:

SECTION 1: The City Manager or designee is authorized and directed to execute a lump sum petition and order contemplating the settlement for a pending Workers’ Compensation Claim with Eric Blanken, contemplating the payment of all outstanding medical bills associated with his compensable injury, including Fifty-Six Dollars and Fifty-Nine Cents ($56.59) in out of pocket medical expenses, and also contemplating the payment of a permanent partial disability lump sum payment in the amount of Fifty-Nine Thousand Two Hundred and Ninety-Eight Dollars and Zero Cents ($59,298.00), subject to approval by the Illinois Workers’ Compensation Commission (IWCC), to thereafter seek such IWCC approval and to thereafter comply with such settlement.

SECTION 2: That the City Clerk and/or the Executive Assistant of the City of DeKalb, Illinois be authorized and directed to attest the Mayor’s signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 23rd day of March 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:

RUTH A. SCOTT, Executive Assistant

JERRY SMITH, Mayor
ILLINOIS WORKERS' COMPENSATION COMMISSION
SETTLEMENT CONTRACT LUMP SUM PETITION AND ORDER

ATTENTION. Please type or print. Answer all questions. File four copies of this form. Attach a recent medical report.

Workers' Compensation Act ☒ Occupational Diseases Act ☐ Fatal case? No ☒ Yes ☐ Date of death __________

Eric Blanken
Employee/Petitioner

v.

City of DeKalb Fire Department
Employer/Respondent

Case # 18 WC 31944

Setting Geneva

To resolve this dispute regarding the benefits due the petitioner under the Illinois Workers' Compensation or Occupational Diseases Act, we offer the following statements. We understand these statements are not binding if this contract is not approved.

Eric Blanken
Employee's name

City of DeKalb Fire Department
Employer's name

200 S. Fourth Street - DeKalb, Illinois 60115
Street address City, State, Zip code

State Employee? Yes ☐ No ☒

Date of accident 01/24/2018

How did the accident occur? The Petitioner injured __________ while transporting a patient

What part of the body was affected? __________

What is the nature of the injury? __________

The employer was notified of the accident orally ☒ in writing ☒ Return-to-work date 6/29/18

Location of accident DeKalb Did the employee return to his or her regular job? Yes ☒ No ☐

If not, explain below and describe the type of work the employee is doing, the wage earned, and the current employer's name and address.

TEMPORARY TOTAL DISABILITY BENEFITS: Compensation was paid for 10-2/7 weeks at the rate of $1,124.56/week.
The employee was temporarily totally disabled from April 18, 2018 through June 28, 2018.

MEDICAL EXPENSES: The employer has ☒ has not ☐ paid all medical bills. List unpaid bills in the space below.
The Respondent has paid for all reasonable, necessary and causally connected medical bills that have been previously submitted. Any and all other medical bills are expressly denied.

PREVIOUS AGREEMENTS: Before the petitioner signed an Attorney Representation Agreement, the respondent or its agent offered in writing to pay the petitioner $ N/A as compensation for the permanent disability caused by this injury.

An arbitrator or commissioner of the Commission previously made an award on this case on N/A regarding

TTD $ ☐ Permanent disability $ ☐ Medical expenses $ ☐ Other $ ☐
TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee.

The parties hereby compromise and adjust any and all claims for benefits under either the Workers' Compensation Act of the Workers' Occupational Diseases Act (other than Respondent's lien rights under Section 5) including claims for the cost of all medical, surgical and hospital services and claims for compensation and other benefits on account of any and all injuries, death, disablements and diseases, either known or unknown, arising out of this alleged accident providing however, that it is agreed by the parties that this Settlement Contract shall be null and void if not approved by the Illinois Workers' Compensation Commission. This settlement is mutually agreed to be a purchase of peace and to avoid litigation. The Respondent disclaims any liability under either the Worker's Compensation Act or the Workers' Occupational Diseases Act. Review hereof under Section 19(h), and Section 9(a) of the Workers' Compensation Act is hereby expressly waived.

TERMS: 15% of a person which amounts to $59,298.00, plus a hold harmless for $104.35 paid by Respondent's group carrier and an additional $56.59 in out of pocket medical expenses paid by the Petitioner.

(Settlement term continued on separate page)

Total amount of settlement $59,298.00
Deduction: Attorney's fees $10,837.05
Deduction: Medical reports, X-rays $49.35
Deduction: Other (explain) $0.00
Amount employee will receive $48,411.60

PETITIONER'S SIGNATURE. Attention, petitioner. Do not sign this contract unless you understand all of the following statements.

I have read this document, understand its terms, and sign this contract voluntarily. I believe it is in my best interests for the Commission to approve this contract. I understand that I can present this settlement contract to the Commission in person. I understand that by signing this contract, I am giving up the following rights:

1. My right to a trial before an arbitrator;
2. My right to appeal the arbitrator's decision to the Commission;
3. My right to any further medical treatment, at the employer's expense, for the results of this injury;
4. My right to any additional benefits if my condition worsens as a result of this injury.

Petitioner's attorney. I attest that any fee petitions on file with the IWCC have been resolved. Based on the information reasonably available to me, I recommend this settlement contract be approved.

Respondent's attorney. I attest that any fee petitions on file with the IWCC have been resolved. The respondent agrees to this settlement and will pay the benefits to the petitioner or the petitioner's attorney, according to the terms of this contract, promptly after receiving a copy of the approved contract.

ORDER OF ARBITRATOR OR COMMISSIONER:
Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my hand and signature, I hereby approve this contract, order the respondent to promptly pay in a lump sum the total amount of settlement stated above, and dismiss this case.

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Terms of Settlement

The Petitioner also affirmatively represents that he does not reasonably expect to apply or become eligible for benefits from either SSDI or Medicare within the next thirty (30) months as a result of injuries reasonably related to this accident. This acknowledgement and representation are material and are being relied on by the Employer, the Employer's attorneys and the Employer's insurance company in agreeing to the terms of settlement as set forth in this Agreement. Those representations are important because it is not the purpose of this settlement agreement to shift responsibility of medical care in this matter to the Medicare program. Instead, this settlement is intended to resolve a dispute between the Petitioner and Respondent. Because the Petitioner is not a Medicare recipient, no conditional payments have been made by Medicare. The Petitioner in this case has not applied for Social Security Disability Insurance ("SSDI") and is not classified by Medicare as having a "reasonable expectation of Medicare enrollment within 30 months." As such, this claim does not meet Medicare's current review thresholds as described in the July 11, 2005 and April 24, 2006 Medicare Policy Memoranda. Because the Petitioner has not applied, and has no plans to apply for SSDI it is not anticipated or foreseeable that the Petitioner will become eligible for Medicare in the near future. Therefore, no funds are being set aside for the Petitioner's future Medicare-covered treatment.

4/8/2020

Eric Blanken, Petitioner

4/7/2020

Alice Sackett, Esq.
Attorney for the Petitioner

Robert B. Ulrich, Esq.
Attorney for the Respondent

By: Frank Soto, Arbitrator
APR 13 2020