

RESOLUTION 2020-065

PASSED: JULY 13, 2020

AUTHORIZING THE EXECUTION OF A WORKERS' COMPENSATION LUMP SUM PETITION AND ORDER IN THE AMOUNT OF \$46,315.07 (TIMOTHY SHIPMAN).

WHEREAS, the City of DeKalb (the "City") is a home rule unit pursuant to Article VII, Section 6(a) of the 1970 Illinois Constitution and may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City has negotiated an agreement with Timothy Shipman to settle his Workers' Compensation claim for a lump sum settlement payment in the amount of \$46,315.07 in the same or substantially similar form as Exhibit A attached hereto and incorporated herein (the "Settlement Agreement"); and

WHEREAS, the City's corporate authorities determine that is in the City's best interest to approve the Settlement Agreement;


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

SECTION 1: The City's corporate authorities approve and ratify the Settlement Agreement in the same or substantially similar form as Exhibit A attached hereto and incorporated herein, and further authorize, approve, direct and ratify the City Manager or his designee to execute the Settlement Agreement providing a lump sum payment in the amount of Forty-Six Thousand Three Hundred and Fifteen Dollars and Seven Cents (\$46,315.07), subject to approval by the Illinois Workers' Compensation Commission, and to take all necessary action to effect the Settlement Agreement.

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 13th day of July 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote under the Consent Agenda. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:


RUTH A. SCOTT, Executive Assistant



**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 OCT -2 2020 20WC023225

Timothy Shipman
Employee/Petitioner

Case # _____ WC _____

v.
City of DeKalb
Employer/Respondent

Setting DeKalb

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.

Timothy Shipman
Employee's name

Street address _____ City, State, Zip code _____

City of DeKalb
Employer's name

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

State Employee? Yes No Male Female Married Single

Dependents under age 18 0 Birthdate _____ Average weekly wage \$ 1,500.00

Date of accident 01/16/2019

How did the accident occur? The Petitioner was working as an Electrician when he slipped and fell injuring his

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 10/29/19

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 26-5/7 weeks at the rate of \$ 1,000/week.

The employee was temporarily totally disabled from 04/24/2019 through 10/28/2019.

MEDICAL EXPENSES: The employer has has not paid all medical bills. List unpaid bills in the space below.

Respondent has paid for all reasonable, necessary and causally connected medical bills that have been previously submitted, all other medical bills are 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 \$ 0 Permanent disability \$ 0 Medical expenses \$ 0 Other \$ 0

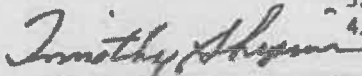
TERMS OF SETTLEMENT: Attach a recent medical report signed by the physician who examined or treated the employee.

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 8(a) of the Workers' Compensation Act is hereby expressly waived. TERMS: \$40,693.50 representing 12% loss of use of a person
(Terms are Continued on Page 3)

Total amount of settlement	\$ <u>40,693.50</u>
Deduction: Attorney's fees	\$ <u>-0-</u>
Deduction: Medical reports, X-rays	\$ <u>-0-</u>
Deduction: Other (explain)	\$ <u>-0-</u>
Amount employee will receive	\$ <u>40,693.50</u>

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.



Signature of petitioner

Timothy Shapiro

Name of petitioner (please print)

815 901-1207

Telephone number

9-10-2020

Date

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.

Signature of attorney

Date

Pro se

Attorney's name and IC code # (please print)

Firm name

Street address

City, State, Zip code

Telephone number

E-mail address

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.

Signature of attorney or agent

Date

Robert B. Ulrich

Attorney's name and IC code # or agent (please print)

Rusin & Maciorowski, Ltd

Firm name

10 S. Riverside Plaza - Suite 1925

Street address

Chicago, Illinois 60606

City, State, Zip code

312-454-5227

Telephone number

rulrich@rusinlaw.com

E-mail address

CCMSI


Name of respondent's insurance or service company (please print)

ORDER OF ARBITRATOR OR COMMISSIONER:

Having carefully reviewed the terms of this contract, in accordance with Section 9 of the Act, by my stamp 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.

APPROVED BY
ILLINOIS WORKERS' COMPENSATION COMMISSION
pursuant to the provisions of the
Workers' Compensation and Workers'
Occupational Diseases Act

OCT 09 2020

By:  Kay A. Carlson, Arbitrator

Settlement Contract
Lump Sum
Petition and Order
-Cont.

Timothy Shipman
Employee/Petitioner

OCT -2 2020

Case # WC
2010023225

v.

City of DeKalb
Employer/Respondent

Setting DeKalb

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Terms of Settlement

MEDICARE SET ASIDE TERMS

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.

This claim does not meet Medicare's current review thresholds as described in the July 11, 2005 and April 24, 2006 Medicare Policy Memoranda. As such, the claim does not require review and/or approval from CMS. Nevertheless, out of an abundance of caution, the parties have allocated an additional \$5,621.57 towards future medical treatment in order to protect Medicare. This allocation was based upon the attached April 27, 2010 Medicare Set-Aside Allocation Report prepared by Exam Works [REDACTED]

The Petitioner hereby agrees to complete and sign the attached Member Careguard Agreement [REDACTED]

CCMSI ("Third Party Administrator"), on behalf of Respondent/Employer, City of DeKalb, agrees to pay on behalf of and to the Petitioner Timothy Shipman, the following sums in the manner described below:

Payments due at the time of settlement as follows:

- a. \$5,621.57 to "Ametros Financial Corporation for the benefit of the Petitioner, Timothy Shipman, for the funding of the MSA account."
- b. \$1,000.00 to "Ametros Financial Corporation for the benefit of Petitioner, Timothy Shipman for the professional administration fees."

The total settlement/benefit to the Petitioner will be \$46,315.07 (which includes \$40,693.50 in a cash payment and \$5,621.57 for the MSA, which will be paid directly to Ametros). The Petitioner's MSA will be professionally administered by Ametros Financial Corporation pursuant to the attached Member Careguard Agreement.

In addition to the one-time cash payment of \$40,693.50 to the Petitioner, the additional sum of \$5,621.57 that is paid to Ametros Financial Corporation is deemed allocated for items of future medical expenses that Medicare may otherwise have to pay as a result of this settlement agreement. The Medicare Set-Aside (hereinafter the "Workers' Medicare Set-Aside Arrangement" or "WCMSA") shall be maintained by Ametros Financial Corporation and funded by a onetime payment of \$5,621.57 by CCMSI.

The Petitioner hereby acknowledges that Medicare will not pay for any medical expenses related to the work injury unless and until the sums in the WCMSA have been properly expended for Medicare-Covered expenses related to the work injury, and properly accounted for as set forth below. The parties agree that the WCMSA will be documented/administrated by Ametros Financial Corporation, and the employer/insurer agrees to pay or fund the WCMSA on behalf of the Petitioner in accordance with the terms set forth herein along with the terms outlined in the attached as Exhibit "D" entitled "Medicare Set-Aside Post-Settlement Administration Agreement". The Petitioner has elected to have the WCMSA professionally administered and hereby acknowledges that CMS has established requirements for WCMSA administration that must be complied with in order to protect Petitioner's ability to obtain Medicare coverage for medical expenses related to the work accident once the funds in the WCMSA have been properly exhausted. The Petitioner acknowledges that failure to abide by CMS' requirements may jeopardize Petitioner's eligibility for Medicare coverage for medical expenses related to the work accident or subject the Petitioner to other penalties set forth by CMS. The Petitioner acknowledges that Ametros Financial Corporation is responsible for maintaining accounting of all Medicare-covered expenses related to the work accident and to provide this accounting to CMS as it may require, along with an annual attestation that payment from the WCMSA account was made appropriately for work-related injuries that would otherwise be reimbursable by Medicare. The Petitioner acknowledges and understands that such accounting and attestation

are required until such time as CMS has made a final determination that the WCMSA has been entirely and properly exhausted. The Petitioner acknowledges that the WCMSA was calculated based on the Illinois Workers' Compensation Fee Schedule and as such, CMS requires that the Petitioner make his best effort to obtain services from providers that accept said Reimbursement Schedule.

The Petitioner further agrees to waive all future actions against Respondent, including but not limited to any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) et seq.


Timothy Shipman, Petitioner

8-10-2020
Date


Robert E. Ulrich
Attorney for the Respondent

10/1/20
Date

APPROVED BY AUTHORITY OF THE
ILLINOIS WORKERS' COMPENSATION BOARD
BUREAU OF WORKERS' COMPENSATION
WORKERS' COMPENSATION DIVISION
COMMUNICATIONS SECTION

OCT 09 2020


By: Karl A. Carlson, Attorney