



94TH GENERAL ASSEMBLY

State of Illinois

2005 and 2006

SB2115

Introduced 2/25/2005, by Sen. Gary Forby

SYNOPSIS AS INTRODUCED:

820 ILCS 305/8	from Ch. 48, par. 138.8
820 ILCS 305/8.5 new	
820 ILCS 305/8.7 new	
820 ILCS 305/16	from Ch. 48, par. 138.16
820 ILCS 310/16	from Ch. 48, par. 172.51

Amends the Workers' Compensation Act. Makes various changes concerning payments to health care providers for services rendered under the Act. Allows an employer or insurer to contract with a health care provider or group of health care providers for reimbursement levels for benefits under this Act different from those provided in the Act under specified conditions. Provides that, if a patient notifies a health care provider that the treatment, procedure, or service being sought is for a work-related illness or injury and gives the name and address of the responsible employer to the health care provider, the health care provider shall bill the employer directly. Requires registration of utilization review program for workers' compensation services with the Department of Financial and Professional Regulation. Makes other changes. Makes a corresponding change in the Workers' Occupational Diseases Act. Contains a severability provision. Effective January 1, 2006.

LRB094 09382 WGH 39628 b

FISCAL NOTE ACT
MAY APPLY

1 AN ACT concerning employment.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 5. The Workers' Compensation Act is amended by
5 changing Sections 8 and 16 and by adding Sections 8.5 and 8.7
6 as follows:

7 (820 ILCS 305/8) (from Ch. 48, par. 138.8)

8 Sec. 8. The amount of compensation which shall be paid to
9 the employee for an accidental injury not resulting in death
10 is:

11 (a) The employer shall provide and pay for all the
12 necessary first aid, medical and surgical services, and all
13 necessary medical, surgical and hospital services thereafter
14 incurred, limited, however, to that which is reasonably
15 required to cure or relieve from the effects of the accidental
16 injury. Health care provider services for first aid, medical,
17 surgical, hospital, or other services payment rates shall be
18 the lesser of the physician's or other health care provider's
19 actual charges or any rate specifically agreed to by contract
20 for workers' compensation services.

21 Health care provider charges of fees for health care procedures
22 or services related to a claim under this Act shall not exceed
23 charges to other non-workers' compensation third party payors
24 for those procedures or services, exclusive of charges pursuant
25 to negotiation, contract, or federal or State laws or
26 regulations. If the employer does not dispute payment of first
27 aid, medical, surgical, hospital, or other services, the
28 employer shall make such payment to the health care provider on
29 behalf of the employee. The employer shall also pay for
30 treatment, instruction and training necessary for the
31 physical, mental and vocational rehabilitation of the
32 employee, including all maintenance costs and expenses

1 incidental thereto. If as a result of the injury the employee
2 is unable to be self-sufficient the employer shall further pay
3 for such maintenance or institutional care as shall be
4 required.

5 The employee may at any time elect to secure his own
6 physician, surgeon and hospital services at the employer's
7 expense, or,

8 Upon agreement between the employer and the employees, or
9 the employees' exclusive representative, and subject to the
10 approval of the Illinois Workers' Compensation Commission, the
11 employer shall maintain a list of physicians, to be known as a
12 Panel of Physicians, who are accessible to the employees. The
13 employer shall post this list in a place or places easily
14 accessible to his employees. The employee shall have the right
15 to make an alternative choice of physician from such Panel if
16 he is not satisfied with the physician first selected. If, due
17 to the nature of the injury or its occurrence away from the
18 employer's place of business, the employee is unable to make a
19 selection from the Panel, the selection process from the Panel
20 shall not apply. The physician selected from the Panel may
21 arrange for any consultation, referral or other specialized
22 medical services outside the Panel at the employer's expense.
23 Provided that, in the event the Commission shall find that a
24 doctor selected by the employee is rendering improper or
25 inadequate care, the Commission may order the employee to
26 select another doctor certified or qualified in the medical
27 field for which treatment is required. If the employee refuses
28 to make such change the Commission may relieve the employer of
29 his obligation to pay the doctor's charges from the date of
30 refusal to the date of compliance.

31 Nothing in this Act shall prohibit an employer or insurer
32 from contracting with a health care provider or group of health
33 care providers for reimbursement levels for benefits under this
34 Act different from those provided in this Section. All
35 contracts currently in existence between any employer or
36 insurer and any health care provider which are renewed on or

1 after 180 days following the effective date of this amendatory
2 Act, and all contracts between any employer or insurer and any
3 health care provider executed on or after 180 days after such
4 effective date, shall contain the following "hold-harmless"
5 clause:

6 "The health care provider agrees that in no event,
7 including but not limited to nonpayment by the employer or
8 insurer of amounts due the health care provider under this
9 contract, insolvency of the employer or insurer, or any breach
10 of this contract by the employer or insurer, shall the health
11 care provider or its assignees or subcontracts have a right to
12 seek any type of payment from, bill, charge, collect a deposit
13 from, or have any recourse against, the employee, persons
14 acting on the employee's behalf (other than the employer or
15 insurer), for compensable workers' compensation services
16 provided pursuant to this contract except for the payment of
17 applicable co-payments or deductibles or fees for services not
18 covered by the employer or insurer. The requirements of this
19 clause shall survive any termination of this contract for
20 services rendered prior to such termination, regardless of the
21 cause of such termination."

22 To the extent that any health care provider contract, which is
23 renewed or entered into on or after 180 days following the
24 effective date of this amendatory Act, fails to incorporate
25 such provisions, such provisions shall be deemed incorporated
26 into such contracts by operation of law as of the date of such
27 renewal or execution.

28 All health care provider and subcontractor contracts must
29 contain provisions whereby the health care provider or
30 subcontractor shall provide, arrange for, or participate in the
31 quality assurance programs mandated by this Act.

32 Every hospital, physician, surgeon or other person
33 rendering treatment or services in accordance with the
34 provisions of this Section shall upon written request furnish
35 full and complete reports thereof to, and permit their records
36 to be copied by, the employer, the employee or his dependents,

1 as the case may be, or any other party to any proceeding for
2 compensation before the Commission, or their attorneys.

3 Notwithstanding the foregoing, the employer's liability to
4 pay for such medical services selected by the employee shall be
5 limited to:

6 (1) all first aid and emergency treatment; plus

7 (2) all medical, surgical and hospital services
8 provided by the physician, surgeon or hospital initially
9 chosen by the employee or by any other physician,
10 consultant, expert, institution or other provider of
11 services recommended by said initial service provider or
12 any subsequent provider of medical services in the chain of
13 referrals from said initial service provider; plus

14 (3) all medical, surgical and hospital services
15 provided by any second physician, surgeon or hospital
16 subsequently chosen by the employee or by any other
17 physician, consultant, expert, institution or other
18 provider of services recommended by said second service
19 provider or any subsequent provider of medical services in
20 the chain of referrals from said second service provider.
21 Thereafter the employer shall select and pay for all
22 necessary medical, surgical and hospital treatment and the
23 employee may not select a provider of medical services at
24 the employer's expense unless the employer agrees to such
25 selection. At any time the employee may obtain any medical
26 treatment he desires at his own expense. This paragraph
27 shall not affect the duty to pay for rehabilitation
28 referred to above.

29 When an employer and employee so agree in writing, nothing
30 in this Act prevents an employee whose injury or disability has
31 been established under this Act, from relying in good faith, on
32 treatment by prayer or spiritual means alone, in accordance
33 with the tenets and practice of a recognized church or
34 religious denomination, by a duly accredited practitioner
35 thereof, and having nursing services appropriate therewith,
36 without suffering loss or diminution of the compensation

1 benefits under this Act. However, the employee shall submit to
2 all physical examinations required by this Act. The cost of
3 such treatment and nursing care shall be paid by the employee
4 unless the employer agrees to make such payment.

5 Where the accidental injury results in the amputation of an
6 arm, hand, leg or foot, or the enucleation of an eye, or the
7 loss of any of the natural teeth, the employer shall furnish an
8 artificial of any such members lost or damaged in accidental
9 injury arising out of and in the course of employment, and
10 shall also furnish the necessary braces in all proper and
11 necessary cases. In cases of the loss of a member or members by
12 amputation, the employer shall, whenever necessary, maintain
13 in good repair, refit or replace the artificial limbs during
14 the lifetime of the employee. Where the accidental injury
15 accompanied by physical injury results in damage to a denture,
16 eye glasses or contact eye lenses, or where the accidental
17 injury results in damage to an artificial member, the employer
18 shall replace or repair such denture, glasses, lenses, or
19 artificial member.

20 The furnishing by the employer of any such services or
21 appliances is not an admission of liability on the part of the
22 employer to pay compensation.

23 The furnishing of any such services or appliances or the
24 servicing thereof by the employer is not the payment of
25 compensation.

26 (b) If the period of temporary total incapacity for work
27 lasts more than 3 working days, weekly compensation as
28 hereinafter provided shall be paid beginning on the 4th day of
29 such temporary total incapacity and continuing as long as the
30 total temporary incapacity lasts. In cases where the temporary
31 total incapacity for work continues for a period of 14 days or
32 more from the day of the accident compensation shall commence
33 on the day after the accident.

34 1. The compensation rate for temporary total
35 incapacity under this paragraph (b) of this Section shall
36 be equal to 66 2/3% of the employee's average weekly wage

1 computed in accordance with Section 10, provided that it
2 shall be not less than the following amounts in the
3 following cases:

4 \$100.90 in case of a single person;

5 \$105.50 in case of a married person with no
6 children;

7 \$108.30 in case of one child;

8 \$113.40 in case of 2 children;

9 \$117.40 in case of 3 children;

10 \$124.30 in case of 4 or more children;

11 nor exceed the employee's average weekly wage computed in
12 accordance with the provisions of Section 10, whichever is
13 less.

14 2. The compensation rate in all cases other than for
15 temporary total disability under this paragraph (b), and
16 other than for serious and permanent disfigurement under
17 paragraph (c) and other than for permanent partial
18 disability under subparagraph (2) of paragraph (d) or under
19 paragraph (e), of this Section shall be equal to 66 2/3% of
20 the employee's average weekly wage computed in accordance
21 with the provisions of Section 10, provided that it shall
22 be not less than the following amounts in the following
23 cases:

24 \$80.90 in case of a single person;

25 \$83.20 in case of a married person with no
26 children;

27 \$86.10 in case of one child;

28 \$88.90 in case of 2 children;

29 \$91.80 in case of 3 children;

30 \$96.90 in case of 4 or more children;

31 nor exceed the employee's average weekly wage computed in
32 accordance with the provisions of Section 10, whichever is
33 less.

34 2.1. The compensation rate in all cases of serious and
35 permanent disfigurement under paragraph (c) and of
36 permanent partial disability under subparagraph (2) of

1 paragraph (d) or under paragraph (e) of this Section shall
2 be equal to 60% of the employee's average weekly wage
3 computed in accordance with the provisions of Section 10,
4 provided that it shall be not less than the following
5 amounts in the following cases:

6 \$80.90 in case of a single person;

7 \$83.20 in case of a married person with no
8 children;

9 \$86.10 in case of one child;

10 \$88.90 in case of 2 children;

11 \$91.80 in case of 3 children;

12 \$96.90 in case of 4 or more children;

13 nor exceed the employee's average weekly wage computed in
14 accordance with the provisions of Section 10, whichever is
15 less.

16 3. As used in this Section the term "child" means a
17 child of the employee including any child legally adopted
18 before the accident or whom at the time of the accident the
19 employee was under legal obligation to support or to whom
20 the employee stood in loco parentis, and who at the time of
21 the accident was under 18 years of age and not emancipated.
22 The term "children" means the plural of "child".

23 4. All weekly compensation rates provided under
24 subparagraphs 1, 2 and 2.1 of this paragraph (b) of this
25 Section shall be subject to the following limitations:

26 The maximum weekly compensation rate from July 1, 1975,
27 except as hereinafter provided, shall be 100% of the
28 State's average weekly wage in covered industries under the
29 Unemployment Insurance Act, that being the wage that most
30 closely approximates the State's average weekly wage.

31 The maximum weekly compensation rate, for the period
32 July 1, 1984, through June 30, 1987, except as hereinafter
33 provided, shall be \$293.61. Effective July 1, 1987 and on
34 July 1 of each year thereafter the maximum weekly
35 compensation rate, except as hereinafter provided, shall
36 be determined as follows: if during the preceding 12 month

1 period there shall have been an increase in the State's
2 average weekly wage in covered industries under the
3 Unemployment Insurance Act, the weekly compensation rate
4 shall be proportionately increased by the same percentage
5 as the percentage of increase in the State's average weekly
6 wage in covered industries under the Unemployment
7 Insurance Act during such period.

8 The maximum weekly compensation rate, for the period
9 January 1, 1981 through December 31, 1983, except as
10 hereinafter provided, shall be 100% of the State's average
11 weekly wage in covered industries under the Unemployment
12 Insurance Act in effect on January 1, 1981. Effective
13 January 1, 1984 and on January 1, of each year thereafter
14 the maximum weekly compensation rate, except as
15 hereinafter provided, shall be determined as follows: if
16 during the preceding 12 month period there shall have been
17 an increase in the State's average weekly wage in covered
18 industries under the Unemployment Insurance Act, the
19 weekly compensation rate shall be proportionately
20 increased by the same percentage as the percentage of
21 increase in the State's average weekly wage in covered
22 industries under the Unemployment Insurance Act during
23 such period.

24 From July 1, 1977 and thereafter such maximum weekly
25 compensation rate in death cases under Section 7, and
26 permanent total disability cases under paragraph (f) or
27 subparagraph 18 of paragraph (3) of this Section and for
28 temporary total disability under paragraph (b) of this
29 Section and for amputation of a member or enucleation of an
30 eye under paragraph (e) of this Section shall be increased
31 to 133-1/3% of the State's average weekly wage in covered
32 industries under the Unemployment Insurance Act.

33 4.1. Any provision herein to the contrary
34 notwithstanding, the weekly compensation rate for
35 compensation payments under subparagraph 18 of paragraph
36 (e) of this Section and under paragraph (f) of this Section

1 and under paragraph (a) of Section 7, shall in no event be
2 less than 50% of the State's average weekly wage in covered
3 industries under the Unemployment Insurance Act.

4 4.2. Any provision to the contrary notwithstanding,
5 the total compensation payable under Section 7 shall not
6 exceed the greater of \$250,000 or 20 years.

7 5. For the purpose of this Section this State's average
8 weekly wage in covered industries under the Unemployment
9 Insurance Act on July 1, 1975 is hereby fixed at \$228.16
10 per week and the computation of compensation rates shall be
11 based on the aforesaid average weekly wage until modified
12 as hereinafter provided.

13 6. The Department of Employment Security of the State
14 shall on or before the first day of December, 1977, and on
15 or before the first day of June, 1978, and on the first day
16 of each December and June of each year thereafter, publish
17 the State's average weekly wage in covered industries under
18 the Unemployment Insurance Act and the Illinois Workers'
19 Compensation Commission shall on the 15th day of January,
20 1978 and on the 15th day of July, 1978 and on the 15th day
21 of each January and July of each year thereafter, post and
22 publish the State's average weekly wage in covered
23 industries under the Unemployment Insurance Act as last
24 determined and published by the Department of Employment
25 Security. The amount when so posted and published shall be
26 conclusive and shall be applicable as the basis of
27 computation of compensation rates until the next posting
28 and publication as aforesaid.

29 7. The payment of compensation by an employer or his
30 insurance carrier to an injured employee shall not
31 constitute an admission of the employer's liability to pay
32 compensation.

33 (c) For any serious and permanent disfigurement to the
34 hand, head, face, neck, arm, leg below the knee or the chest
35 above the axillary line, the employee is entitled to
36 compensation for such disfigurement, the amount determined by

1 agreement at any time or by arbitration under this Act, at a
2 hearing not less than 6 months after the date of the accidental
3 injury, which amount shall not exceed 150 weeks at the
4 applicable rate provided in subparagraph 2.1 of paragraph (b)
5 of this Section.

6 No compensation is payable under this paragraph where
7 compensation is payable under paragraphs (d), (e) or (f) of
8 this Section.

9 A duly appointed member of a fire department in a city, the
10 population of which exceeds 200,000 according to the last
11 federal or State census, is eligible for compensation under
12 this paragraph only where such serious and permanent
13 disfigurement results from burns.

14 (d) 1. If, after the accidental injury has been sustained,
15 the employee as a result thereof becomes partially
16 incapacitated from pursuing his usual and customary line of
17 employment, he shall, except in cases compensated under the
18 specific schedule set forth in paragraph (e) of this Section,
19 receive compensation for the duration of his disability,
20 subject to the limitations as to maximum amounts fixed in
21 paragraph (b) of this Section, equal to 66-2/3% of the
22 difference between the average amount which he would be able to
23 earn in the full performance of his duties in the occupation in
24 which he was engaged at the time of the accident and the
25 average amount which he is earning or is able to earn in some
26 suitable employment or business after the accident.

27 2. If, as a result of the accident, the employee sustains
28 serious and permanent injuries not covered by paragraphs (c)
29 and (e) of this Section or having sustained injuries covered by
30 the aforesaid paragraphs (c) and (e), he shall have sustained
31 in addition thereto other injuries which injuries do not
32 incapacitate him from pursuing the duties of his employment but
33 which would disable him from pursuing other suitable
34 occupations, or which have otherwise resulted in physical
35 impairment; or if such injuries partially incapacitate him from
36 pursuing the duties of his usual and customary line of

1 employment but do not result in an impairment of earning
2 capacity, or having resulted in an impairment of earning
3 capacity, the employee elects to waive his right to recover
4 under the foregoing subparagraph 1 of paragraph (d) of this
5 Section then in any of the foregoing events, he shall receive
6 in addition to compensation for temporary total disability
7 under paragraph (b) of this Section, compensation at the rate
8 provided in subparagraph 2.1 of paragraph (b) of this Section
9 for that percentage of 500 weeks that the partial disability
10 resulting from the injuries covered by this paragraph bears to
11 total disability. If the employee shall have sustained a
12 fracture of one or more vertebra or fracture of the skull, the
13 amount of compensation allowed under this Section shall be not
14 less than 6 weeks for a fractured skull and 6 weeks for each
15 fractured vertebra, and in the event the employee shall have
16 sustained a fracture of any of the following facial bones:
17 nasal, lachrymal, vomer, zygoma, maxilla, palatine or
18 mandible, the amount of compensation allowed under this Section
19 shall be not less than 2 weeks for each such fractured bone,
20 and for a fracture of each transverse process not less than 3
21 weeks. In the event such injuries shall result in the loss of a
22 kidney, spleen or lung, the amount of compensation allowed
23 under this Section shall be not less than 10 weeks for each
24 such organ. Compensation awarded under this subparagraph 2
25 shall not take into consideration injuries covered under
26 paragraphs (c) and (e) of this Section and the compensation
27 provided in this paragraph shall not affect the employee's
28 right to compensation payable under paragraphs (b), (c) and (e)
29 of this Section for the disabilities therein covered.

30 (e) For accidental injuries in the following schedule, the
31 employee shall receive compensation for the period of temporary
32 total incapacity for work resulting from such accidental
33 injury, under subparagraph 1 of paragraph (b) of this Section,
34 and shall receive in addition thereto compensation for a
35 further period for the specific loss herein mentioned, but
36 shall not receive any compensation under any other provisions

1 of this Act. The following listed amounts apply to either the
2 loss of or the permanent and complete loss of use of the member
3 specified, such compensation for the length of time as follows:

- 4 1. Thumb-70 weeks.
- 5 2. First, or index finger-40 weeks.
- 6 3. Second, or middle finger-35 weeks.
- 7 4. Third, or ring finger-25 weeks.
- 8 5. Fourth, or little finger-20 weeks.
- 9 6. Great toe-35 weeks.

10 7. Each toe other than great toe-12 weeks.

11 8. The loss of the first or distal phalanx of the thumb
12 or of any finger or toe shall be considered to be equal to
13 the loss of one-half of such thumb, finger or toe and the
14 compensation payable shall be one-half of the amount above
15 specified. The loss of more than one phalanx shall be
16 considered as the loss of the entire thumb, finger or toe.
17 In no case shall the amount received for more than one
18 finger exceed the amount provided in this schedule for the
19 loss of a hand.

20 9. Hand-190 weeks. The loss of 2 or more digits, or one
21 or more phalanges of 2 or more digits, of a hand may be
22 compensated on the basis of partial loss of use of a hand,
23 provided, further, that the loss of 4 digits, or the loss
24 of use of 4 digits, in the same hand shall constitute the
25 complete loss of a hand.

26 10. Arm-235 weeks. Where an accidental injury results
27 in the amputation of an arm below the elbow, such injury
28 shall be compensated as a loss of an arm. Where an
29 accidental injury results in the amputation of an arm above
30 the elbow, compensation for an additional 15 weeks shall be
31 paid, except where the accidental injury results in the
32 amputation of an arm at the shoulder joint, or so close to
33 shoulder joint that an artificial arm cannot be used, or
34 results in the disarticulation of an arm at the shoulder
35 joint, in which case compensation for an additional 65
36 weeks shall be paid.

1 11. Foot-155 weeks.

2 12. Leg-200 weeks. Where an accidental injury results
3 in the amputation of a leg below the knee, such injury
4 shall be compensated as loss of a leg. Where an accidental
5 injury results in the amputation of a leg above the knee,
6 compensation for an additional 25 weeks shall be paid,
7 except where the accidental injury results in the
8 amputation of a leg at the hip joint, or so close to the
9 hip joint that an artificial leg cannot be used, or results
10 in the disarticulation of a leg at the hip joint, in which
11 case compensation for an additional 75 weeks shall be paid.

12 13. Eye-150 weeks. Where an accidental injury results
13 in the enucleation of an eye, compensation for an
14 additional 10 weeks shall be paid.

15 14. Loss of hearing of one ear-50 weeks; total and
16 permanent loss of hearing of both ears-200 weeks.

17 15. Testicle-50 weeks; both testicles-150 weeks.

18 16. For the permanent partial loss of use of a member
19 or sight of an eye, or hearing of an ear, compensation
20 during that proportion of the number of weeks in the
21 foregoing schedule provided for the loss of such member or
22 sight of an eye, or hearing of an ear, which the partial
23 loss of use thereof bears to the total loss of use of such
24 member, or sight of eye, or hearing of an ear.

25 (a) Loss of hearing for compensation purposes
26 shall be confined to the frequencies of 1,000, 2,000
27 and 3,000 cycles per second. Loss of hearing ability
28 for frequency tones above 3,000 cycles per second are
29 not to be considered as constituting disability for
30 hearing.

31 (b) The percent of hearing loss, for purposes of
32 the determination of compensation claims for
33 occupational deafness, shall be calculated as the
34 average in decibels for the thresholds of hearing for
35 the frequencies of 1,000, 2,000 and 3,000 cycles per
36 second. Pure tone air conduction audiometric

1 instruments, approved by nationally recognized
 2 authorities in this field, shall be used for measuring
 3 hearing loss. If the losses of hearing average 30
 4 decibels or less in the 3 frequencies, such losses of
 5 hearing shall not then constitute any compensable
 6 hearing disability. If the losses of hearing average 85
 7 decibels or more in the 3 frequencies, then the same
 8 shall constitute and be total or 100% compensable
 9 hearing loss.

10 (c) In measuring hearing impairment, the lowest
 11 measured losses in each of the 3 frequencies shall be
 12 added together and divided by 3 to determine the
 13 average decibel loss. For every decibel of loss
 14 exceeding 30 decibels an allowance of 1.82% shall be
 15 made up to the maximum of 100% which is reached at 85
 16 decibels.

17 (d) If a hearing loss is established to have
 18 existed on July 1, 1975 by audiometric testing the
 19 employer shall not be liable for the previous loss so
 20 established nor shall he be liable for any loss for
 21 which compensation has been paid or awarded.

22 (e) No consideration shall be given to the question
 23 of whether or not the ability of an employee to
 24 understand speech is improved by the use of a hearing
 25 aid.

26 (f) No claim for loss of hearing due to industrial
 27 noise shall be brought against an employer or allowed
 28 unless the employee has been exposed for a period of
 29 time sufficient to cause permanent impairment to noise
 30 levels in excess of the following:

31 Sound Level DBA

Slow Response	Hours Per Day
90	8
92	6
95	4
97	3

1	100	2
2	102	1-1/2
3	105	1
4	110	1/2
5	115	1/4

6 This subparagraph (f) shall not be applied in cases of
7 hearing loss resulting from trauma or explosion.

8 17. In computing the compensation to be paid to any
9 employee who, before the accident for which he claims
10 compensation, had before that time sustained an injury
11 resulting in the loss by amputation or partial loss by
12 amputation of any member, including hand, arm, thumb or
13 fingers, leg, foot or any toes, such loss or partial loss
14 of any such member shall be deducted from any award made
15 for the subsequent injury. For the permanent loss of use or
16 the permanent partial loss of use of any such member or the
17 partial loss of sight of an eye, for which compensation has
18 been paid, then such loss shall be taken into consideration
19 and deducted from any award for the subsequent injury.

20 18. The specific case of loss of both hands, both arms,
21 or both feet, or both legs, or both eyes, or of any two
22 thereof, or the permanent and complete loss of the use
23 thereof, constitutes total and permanent disability, to be
24 compensated according to the compensation fixed by
25 paragraph (f) of this Section. These specific cases of
26 total and permanent disability do not exclude other cases.

27 Any employee who has previously suffered the loss or
28 permanent and complete loss of the use of any of such
29 members, and in a subsequent independent accident loses
30 another or suffers the permanent and complete loss of the
31 use of any one of such members the employer for whom the
32 injured employee is working at the time of the last
33 independent accident is liable to pay compensation only for
34 the loss or permanent and complete loss of the use of the
35 member occasioned by the last independent accident.

36 19. In a case of specific loss and the subsequent death

1 of such injured employee from other causes than such injury
2 leaving a widow, widower, or dependents surviving before
3 payment or payment in full for such injury, then the amount
4 due for such injury is payable to the widow or widower and,
5 if there be no widow or widower, then to such dependents,
6 in the proportion which such dependency bears to total
7 dependency.

8 Beginning July 1, 1980, and every 6 months thereafter, the
9 Commission shall examine the Second Injury Fund and when, after
10 deducting all advances or loans made to such Fund, the amount
11 therein is \$500,000 then the amount required to be paid by
12 employers pursuant to paragraph (f) of Section 7 shall be
13 reduced by one-half. When the Second Injury Fund reaches the
14 sum of \$600,000 then the payments shall cease entirely.
15 However, when the Second Injury Fund has been reduced to
16 \$400,000, payment of one-half of the amounts required by
17 paragraph (f) of Section 7 shall be resumed, in the manner
18 herein provided, and when the Second Injury Fund has been
19 reduced to \$300,000, payment of the full amounts required by
20 paragraph (f) of Section 7 shall be resumed, in the manner
21 herein provided. The Commission shall make the changes in
22 payment effective by general order, and the changes in payment
23 become immediately effective for all cases coming before the
24 Commission thereafter either by settlement agreement or final
25 order, irrespective of the date of the accidental injury.

26 On August 1, 1996 and on February 1 and August 1 of each
27 subsequent year, the Commission shall examine the special fund
28 designated as the "Rate Adjustment Fund" and when, after
29 deducting all advances or loans made to said fund, the amount
30 therein is \$4,000,000, the amount required to be paid by
31 employers pursuant to paragraph (f) of Section 7 shall be
32 reduced by one-half. When the Rate Adjustment Fund reaches the
33 sum of \$5,000,000 the payment therein shall cease entirely.
34 However, when said Rate Adjustment Fund has been reduced to
35 \$3,000,000 the amounts required by paragraph (f) of Section 7
36 shall be resumed in the manner herein provided.

1 (f) In case of complete disability, which renders the
2 employee wholly and permanently incapable of work, or in the
3 specific case of total and permanent disability as provided in
4 subparagraph 18 of paragraph (e) of this Section, compensation
5 shall be payable at the rate provided in subparagraph 2 of
6 paragraph (b) of this Section for life.

7 An employee entitled to benefits under paragraph (f) of
8 this Section shall also be entitled to receive from the Rate
9 Adjustment Fund provided in paragraph (f) of Section 7 of the
10 supplementary benefits provided in paragraph (g) of this
11 Section 8.

12 If any employee who receives an award under this paragraph
13 afterwards returns to work or is able to do so, and earns or is
14 able to earn as much as before the accident, payments under
15 such award shall cease. If such employee returns to work, or is
16 able to do so, and earns or is able to earn part but not as much
17 as before the accident, such award shall be modified so as to
18 conform to an award under paragraph (d) of this Section. If
19 such award is terminated or reduced under the provisions of
20 this paragraph, such employees have the right at any time
21 within 30 months after the date of such termination or
22 reduction to file petition with the Commission for the purpose
23 of determining whether any disability exists as a result of the
24 original accidental injury and the extent thereof.

25 Disability as enumerated in subdivision 18, paragraph (e)
26 of this Section is considered complete disability.

27 If an employee who had previously incurred loss or the
28 permanent and complete loss of use of one member, through the
29 loss or the permanent and complete loss of the use of one hand,
30 one arm, one foot, one leg, or one eye, incurs permanent and
31 complete disability through the loss or the permanent and
32 complete loss of the use of another member, he shall receive,
33 in addition to the compensation payable by the employer and
34 after such payments have ceased, an amount from the Second
35 Injury Fund provided for in paragraph (f) of Section 7, which,
36 together with the compensation payable from the employer in

1 whose employ he was when the last accidental injury was
2 incurred, will equal the amount payable for permanent and
3 complete disability as provided in this paragraph of this
4 Section.

5 The custodian of the Second Injury Fund provided for in
6 paragraph (f) of Section 7 shall be joined with the employer as
7 a party respondent in the application for adjustment of claim.
8 The application for adjustment of claim shall state briefly and
9 in general terms the approximate time and place and manner of
10 the loss of the first member.

11 In its award the Commission or the Arbitrator shall
12 specifically find the amount the injured employee shall be
13 weekly paid, the number of weeks compensation which shall be
14 paid by the employer, the date upon which payments begin out of
15 the Second Injury Fund provided for in paragraph (f) of Section
16 7 of this Act, the length of time the weekly payments continue,
17 the date upon which the pension payments commence and the
18 monthly amount of the payments. The Commission shall 30 days
19 after the date upon which payments out of the Second Injury
20 Fund have begun as provided in the award, and every month
21 thereafter, prepare and submit to the State Comptroller a
22 voucher for payment for all compensation accrued to that date
23 at the rate fixed by the Commission. The State Comptroller
24 shall draw a warrant to the injured employee along with a
25 receipt to be executed by the injured employee and returned to
26 the Commission. The endorsed warrant and receipt is a full and
27 complete acquittance to the Commission for the payment out of
28 the Second Injury Fund. No other appropriation or warrant is
29 necessary for payment out of the Second Injury Fund. The Second
30 Injury Fund is appropriated for the purpose of making payments
31 according to the terms of the awards.

32 As of July 1, 1980 to July 1, 1982, all claims against and
33 obligations of the Second Injury Fund shall become claims
34 against and obligations of the Rate Adjustment Fund to the
35 extent there is insufficient money in the Second Injury Fund to
36 pay such claims and obligations. In that case, all references

1 to "Second Injury Fund" in this Section shall also include the
2 Rate Adjustment Fund.

3 (g) Every award for permanent total disability entered by
4 the Commission on and after July 1, 1965 under which
5 compensation payments shall become due and payable after the
6 effective date of this amendatory Act, and every award for
7 death benefits or permanent total disability entered by the
8 Commission on and after the effective date of this amendatory
9 Act shall be subject to annual adjustments as to the amount of
10 the compensation rate therein provided. Such adjustments shall
11 first be made on July 15, 1977, and all awards made and entered
12 prior to July 1, 1975 and on July 15 of each year thereafter.
13 In all other cases such adjustment shall be made on July 15 of
14 the second year next following the date of the entry of the
15 award and shall further be made on July 15 annually thereafter.
16 If during the intervening period from the date of the entry of
17 the award, or the last periodic adjustment, there shall have
18 been an increase in the State's average weekly wage in covered
19 industries under the Unemployment Insurance Act, the weekly
20 compensation rate shall be proportionately increased by the
21 same percentage as the percentage of increase in the State's
22 average weekly wage in covered industries under the
23 Unemployment Insurance Act. The increase in the compensation
24 rate under this paragraph shall in no event bring the total
25 compensation rate to an amount greater than the prevailing
26 maximum rate. Such increase shall be paid in the same manner as
27 herein provided for payments under the Second Injury Fund to
28 the injured employee, or his dependents, as the case may be,
29 out of the Rate Adjustment Fund provided in paragraph (f) of
30 Section 7 of this Act. Payments shall be made at the same
31 intervals as provided in the award or, at the option of the
32 Commission, may be made in quarterly payment on the 15th day of
33 January, April, July and October of each year. In the event of
34 a decrease in such average weekly wage there shall be no change
35 in the then existing compensation rate. The within paragraph
36 shall not apply to cases where there is disputed liability and

1 in which a compromise lump sum settlement between the employer
2 and the injured employee, or his dependents, as the case may
3 be, has been duly approved by the Illinois Workers'
4 Compensation Commission.

5 Provided, that in cases of awards entered by the Commission
6 for injuries occurring before July 1, 1975, the increases in
7 the compensation rate adjusted under the foregoing provision of
8 this paragraph (g) shall be limited to increases in the State's
9 average weekly wage in covered industries under the
10 Unemployment Insurance Act occurring after July 1, 1975.

11 (h) In case death occurs from any cause before the total
12 compensation to which the employee would have been entitled has
13 been paid, then in case the employee leaves any widow, widower,
14 child, parent (or any grandchild, grandparent or other lineal
15 heir or any collateral heir dependent at the time of the
16 accident upon the earnings of the employee to the extent of 50%
17 or more of total dependency) such compensation shall be paid to
18 the beneficiaries of the deceased employee and distributed as
19 provided in paragraph (g) of Section 7.

20 (h-1) In case an injured employee is under legal disability
21 at the time when any right or privilege accrues to him or her
22 under this Act, a guardian may be appointed pursuant to law,
23 and may, on behalf of such person under legal disability, claim
24 and exercise any such right or privilege with the same effect
25 as if the employee himself or herself had claimed or exercised
26 the right or privilege. No limitations of time provided by this
27 Act run so long as the employee who is under legal disability
28 is without a conservator or guardian.

29 (i) In case the injured employee is under 16 years of age
30 at the time of the accident and is illegally employed, the
31 amount of compensation payable under paragraphs (b), (c), (d),
32 (e) and (f) of this Section is increased 50%.

33 However, where an employer has on file an employment
34 certificate issued pursuant to the Child Labor Law or work
35 permit issued pursuant to the Federal Fair Labor Standards Act,
36 as amended, or a birth certificate properly and duly issued,

1 such certificate, permit or birth certificate is conclusive
2 evidence as to the age of the injured minor employee for the
3 purposes of this Section.

4 Nothing herein contained repeals or amends the provisions
5 of the Child Labor Law relating to the employment of minors
6 under the age of 16 years.

7 (j) 1. In the event the injured employee receives benefits,
8 including medical, surgical or hospital benefits under any
9 group plan covering non-occupational disabilities contributed
10 to wholly or partially by the employer, which benefits should
11 not have been payable if any rights of recovery existed under
12 this Act, then such amounts so paid to the employee from any
13 such group plan as shall be consistent with, and limited to,
14 the provisions of paragraph 2 hereof, shall be credited to or
15 against any compensation payment for temporary total
16 incapacity for work or any medical, surgical or hospital
17 benefits made or to be made under this Act. In such event, the
18 period of time for giving notice of accidental injury and
19 filing application for adjustment of claim does not commence to
20 run until the termination of such payments. This paragraph does
21 not apply to payments made under any group plan which would
22 have been payable irrespective of an accidental injury under
23 this Act. Any employer receiving such credit shall keep such
24 employee safe and harmless from any and all claims or
25 liabilities that may be made against him by reason of having
26 received such payments only to the extent of such credit.

27 Any excess benefits paid to or on behalf of a State
28 employee by the State Employees' Retirement System under
29 Article 14 of the Illinois Pension Code on a death claim or
30 disputed disability claim shall be credited against any
31 payments made or to be made by the State of Illinois to or on
32 behalf of such employee under this Act, except for payments for
33 medical expenses which have already been incurred at the time
34 of the award. The State of Illinois shall directly reimburse
35 the State Employees' Retirement System to the extent of such
36 credit.

1 2. Nothing contained in this Act shall be construed to give
2 the employer or the insurance carrier the right to credit for
3 any benefits or payments received by the employee other than
4 compensation payments provided by this Act, and where the
5 employee receives payments other than compensation payments,
6 whether as full or partial salary, group insurance benefits,
7 bonuses, annuities or any other payments, the employer or
8 insurance carrier shall receive credit for each such payment
9 only to the extent of the compensation that would have been
10 payable during the period covered by such payment.

11 3. The extension of time for the filing of an Application
12 for Adjustment of Claim as provided in paragraph 1 above shall
13 not apply to those cases where the time for such filing had
14 expired prior to the date on which payments or benefits
15 enumerated herein have been initiated or resumed. Provided
16 however that this paragraph 3 shall apply only to cases wherein
17 the payments or benefits hereinabove enumerated shall be
18 received after July 1, 1969.

19 (Source: P.A. 93-721, eff. 1-1-05.)

20 (820 ILCS 305/8.5 new)

21 Sec. 8.5. Workers' Compensation Billing.

22 (a) When a patient notifies a health care provider that the
23 treatment, procedure, or service being sought is for a
24 work-related illness or injury and furnishes the health care
25 provider the name and address of the responsible employer, the
26 health care provider shall bill the employer directly. The
27 employer shall make the payment and health care providers shall
28 submit bills and records in accordance with the provisions of
29 the Act. All payments to health care providers for treatment
30 provided pursuant to this Act shall be made within 60 days of
31 receipt of the bills as long as the claim contains
32 substantially all the required data elements necessary to
33 adjudicate the bills. In the case of nonpayment to a health
34 care provider within 60 days of receipt of the bill which
35 contained substantially all of the required data elements

1 necessary to adjudicate the bill or nonpayment to a health care
2 provider of a portion of such a bill up to the lesser of the
3 actual charge or the payment level set for health care
4 providers in Section 8(a), the bill, or portion of the bill,
5 shall incur interest at a rate of 1% per month payable to the
6 health care provider.

7 (b) Except as provided in subsections (b-5), (b-10), and
8 (b-15), a health care provider shall not hold an employee
9 liable for costs related to a non-disputed procedure,
10 treatment, or service rendered in connection with a compensable
11 injury. Except as provided under subsections (b-5), (b-10),
12 (b-15), and (b-20), a health care provider shall not bill or
13 otherwise attempt to recover from the employee the difference
14 between the health care provider's charge and the amount paid
15 by the employer or the insurer on a compensable injury. The
16 health care providers may send statements to employees.

17 (b-5) If an employee notifies a health care provider that
18 the employer does not consider the illness or injury to be
19 compensable under this Act, the health care provider may seek
20 payment of the provider's actual charges from the employee for
21 any procedure, treatment, or service rendered. Once an employee
22 provides a written notice, in a form determined by the
23 Commission, to the health care provider that there is an
24 application filed with the Commission to resolve a dispute over
25 payment of such charges, the health care provider shall cease
26 any and all efforts to collect payment for the services that
27 are the subject of the dispute. Any statute of limitations or
28 statute of repose applicable to the health care provider's
29 efforts to collect payment from the employee shall be tolled
30 from the date that the employee files the application with the
31 Commission until the date that the health care provider is
32 permitted to resume collection efforts under the provisions of
33 this Section.

34 (b-10) If an employer notifies a health care provider that
35 the employer will pay only a portion of a bill for any
36 procedure, treatment, or service rendered in connection with a

1 compensable illness or disease, the health care provider may
2 seek payment from the employee for the remainder of the amount
3 of the bill up to the payment level allowed under Section 8(a).
4 Once an employee provides a written notice, in a form
5 determined by the Commission, to the health care provider that
6 there is an application filed with the Commission to resolve a
7 dispute over payment of such charges, the health care provider
8 shall cease any and all efforts to collect payment for the
9 services that are the subject of the dispute. Any statute of
10 limitations or statute of repose applicable to the health care
11 provider's efforts to collect payment from the employee shall
12 be tolled from the date that the employee files the application
13 with the Commission until the date that the health care
14 provider is permitted to resume collection efforts under the
15 provisions of this Section.

16 (b-15) When there is a dispute over the compensability of
17 or amount of payment for a procedure, treatment, or service,
18 and a case is pending or proceeding before an Arbitrator or the
19 Commission, the health care provider may mail the employee
20 reminders that the employee will be responsible for payment of
21 any procedure, treatment, or service rendered by the provider.
22 The reminders must state that they are not bills, to the extent
23 practicable include itemized information, and state that the
24 employee need not pay until such time as the health care
25 provider is permitted to resume collection efforts under this
26 Section. The reminders shall not be provided to any credit
27 rating agency until such time as collection is permitted under
28 this Section. The reminders may request that the employee
29 furnish the health care provider with information about the
30 proceeding under this Act, such as the file number, names of
31 parties, and status of the case. If an employee fails to
32 respond in writing to such request for information or fails to
33 furnish the information requested within 90 days of the date of
34 the reminder, the health care provider is entitled to resume
35 any and all efforts to collect payment from the employee for
36 the services rendered to the employee and the employee shall be

1 responsible for payment of any outstanding bills for a
2 procedure, treatment, or service rendered by a health care
3 provider.

4 (b-20) Upon a final award or judgment by an Arbitrator or
5 the Commission, or a settlement agreed to by the employer and
6 the employee, a health care provider may resume any and all
7 efforts to collect payment from the employee for the services
8 rendered to the employee and the employee shall be responsible
9 for payment of any outstanding bills for a procedure,
10 treatment, or service rendered by a health care provider as
11 well as the interest awarded under subsection (a) of this
12 Section. In the case of a procedure, treatment, or service
13 deemed compensable, the health care provider shall not require
14 a payment rate, excluding the interest provisions under
15 subsection (a), greater than the payment level allowed under
16 Section 8(a). Payment for services not covered or not
17 compensated under this Act is the responsibility of the
18 employee, unless a health care provider and employee have
19 agreed otherwise in writing. Services not covered or not
20 compensated under this Act are not subject to the payment
21 levels set forth in Section 8(a).

22 (820 ILCS 305/8.7 new)

23 Sec. 8.7. Workers' Compensation Utilization review program
24 registration.

25 (a) No person may conduct a utilization review program for
26 workers' compensation services in this State unless once every
27 2 years the person registers the utilization review program
28 with the Department of Financial and Professional Regulation
29 and certifies compliance with the Health Utilization
30 Management Standards of URAC sufficient to achieve URAC
31 accreditation or submits evidence of accreditation by URAC for
32 its Health Utilization Management Standards. Nothing in this
33 Act shall be construed to require an employer or insurer or its
34 subcontractors to become URAC accredited.

35 (b) In addition, the Secretary of the Department of

1 Financial and Professional Regulation may certify alternative
2 utilization review standards of national accreditation
3 organizations or entities in order for plans to comply with
4 this Section. Any alternative utilization review standards
5 shall meet or exceed those standards required under subsection
6 (a).

7 (c) This registration shall include submission of all of
8 the following information regarding utilization review program
9 activities:

10 (1) The name, address, and telephone number of the
11 utilization review programs.

12 (2) The organization and governing structure of the
13 utilization review programs.

14 (3) The number of lives for which utilization review is
15 conducted by each utilization review program.

16 (4) Hours of operation of each utilization review
17 program.

18 (5) Description of the grievance process for each
19 utilization review program.

20 (6) Number of covered lives for which utilization
21 review was conducted for the previous calendar year for
22 each utilization review program.

23 (7) Written policies and procedures for protecting
24 confidential information according to applicable State and
25 federal laws for each utilization review program.

26 (d)(1) A utilization review program shall have written
27 procedures for assuring that patient-specific information
28 obtained during the process of utilization review will be:

29 (A) kept confidential in accordance with applicable
30 State and federal laws; and

31 (B) shared only with the employee, the employee's
32 designee, the employee's health care provider, and those
33 who are authorized by law to receive the information.

34 Summary data shall not be considered confidential if it does
35 not provide information to allow identification of individual
36 patients or health care providers.

1 (2) Only a health care professional may make determinations
2 regarding the medical necessity of health care services during
3 the course of utilization review.

4 (3) When making retrospective reviews, utilization review
5 programs shall base reviews solely on the medical information
6 available to the attending physician or ordering provider at
7 the time the health care services were provided.

8 (4) When making prospective, concurrent, and retrospective
9 determinations, utilization review programs shall collect only
10 information that is necessary to make the determination and
11 shall not routinely require health care providers to
12 numerically code diagnoses or procedures to be considered for
13 certification, but may request such code if available, or
14 routinely request copies of medical records of all employees
15 reviewed. During prospective or concurrent review, copies of
16 medical records shall only be required when necessary to verify
17 that the health care services subject to review are medically
18 necessary. In these cases, only the necessary or relevant
19 sections of the medical record shall be required.

20 (e) If the Department finds that a utilization review
21 program is not in compliance with this Section, the Department
22 shall issue a corrective action plan and allow a reasonable
23 amount of time for compliance with the plan. If the utilization
24 review program does not come into compliance, the Department
25 may issue a cease and desist order. Before issuing a cease and
26 desist order under this Section, the Department shall provide
27 the utilization review program with a written notice of the
28 reasons for the order and allow a reasonable amount of time to
29 supply additional information demonstrating compliance with
30 requirements of this Section and to request a hearing. The
31 hearing notice shall be sent by certified mail, return receipt
32 requested, and the hearing shall be conducted in accordance
33 with the Illinois Administrative Procedure Act.

34 (f) A utilization review program subject to a corrective
35 action may continue to conduct business until a final decision
36 has been issued by the Department.

1 (h) The Secretary may by rule establish a registration fee
2 for each person conducting a utilization review program. All
3 fees paid to and collected by the Secretary under this Section
4 shall be deposited into the Workers' Compensation Fund.

5 (820 ILCS 305/16) (from Ch. 48, par. 138.16)

6 Sec. 16. The Commission shall make and publish procedural
7 rules and orders for carrying out the duties imposed upon it by
8 law and for determining the extent of disability sustained,
9 which rules and orders shall be deemed prima facie reasonable
10 and valid.

11 The process and procedure before the Commission shall be as
12 simple and summary as reasonably may be.

13 The Commission upon application of either party may issue
14 dedimus potestatem directed to a commissioner, notary public,
15 justice of the peace or any other officer authorized by law to
16 administer oaths, to take the depositions of such witness or
17 witnesses as may be necessary in the judgment of such
18 applicant. Such dedimus potestatem may issue to any of the
19 officers aforesaid in any state or territory of the United
20 States. When the deposition of any witness resident of a
21 foreign country is desired to be taken, the dedimus shall be
22 directed to and the deposition taken before a consul, vice
23 consul or other authorized representative of the government of
24 the United States of America, whose station is in the country
25 where the witness whose deposition is to be taken resides. In
26 countries where the government of the United States has no
27 consul or other diplomatic representative, then depositions in
28 such case shall be taken through the appropriate judicial
29 authority of that country; or where treaties provide for other
30 methods of taking depositions, then the same may be taken as in
31 such treaties provided. The Commission shall have the power to
32 adopt necessary rules to govern the issue of such dedimus
33 potestatem.

34 The Commission, or any member thereof, or any Arbitrator
35 designated by the Commission shall have the power to administer

1 oaths, subpoena and examine witnesses; to issue subpoenas duces
2 tecum, requiring the production of such books, papers, records
3 and documents as may be evidence of any matter under inquiry
4 and to examine and inspect the same and such places or premises
5 as may relate to the question in dispute. The Commission, or
6 any member thereof, or any Arbitrator designated by the
7 Commission, shall on written request of either party to the
8 dispute, issue subpoenas for the attendance of such witnesses
9 and production of such books, papers, records and documents as
10 shall be designated in the applications, and the parties
11 applying for such subpoena shall advance the officer and
12 witness fees provided for in civil actions pending in circuit
13 courts of this State, except as otherwise provided by Section
14 20 of this Act. Service of such subpoena shall be made by any
15 sheriff or other person. In case any person refuses to comply
16 with an order of the Commission or subpoenas issued by it or by
17 any member thereof, or any Arbitrator designated by the
18 Commission or to permit an inspection of places or premises, or
19 to produce any books, papers, records or documents, or any
20 witness refuses to testify to any matters regarding which he or
21 she may be lawfully interrogated, the Circuit Court of the
22 county in which the hearing or matter is pending, on
23 application of any member of the Commission or any Arbitrator
24 designated by the Commission, shall compel obedience by
25 attachment proceedings, as for contempt, as in a case of
26 disobedience of the requirements of a subpoena from such court
27 on a refusal to testify therein.

28 The records kept by a hospital, certified to as true and
29 correct by the superintendent or other officer in charge,
30 showing the medical and surgical treatment given an injured
31 employee in such hospital, shall be admissible without any
32 further proof as evidence of the medical and surgical matters
33 stated therein, but shall not be conclusive proof of such
34 matters.

35 The Commission at its expense shall provide an official
36 court reporter to take the testimony and record of proceedings

1 at the hearings before an Arbitrator or the Commission, who
2 shall furnish a transcript of such testimony or proceedings to
3 either party requesting it, upon payment therefor at the rate
4 of \$1.00 per page for the original and 35 cents per page for
5 each copy of such transcript. Payment for photostatic copies of
6 exhibits shall be extra. If the Commission has determined, as
7 provided in Section 20 of this Act, that the employee is a poor
8 person, a transcript of such testimony and proceedings,
9 including photostatic copies of exhibits, shall be furnished to
10 such employee at the Commission's expense.

11 In accordance with subsection (a) of Section 8 of this Act,
12 the ~~The~~ Commission shall have the power to determine the
13 reasonableness and fix the amount of any fee of compensation
14 charged by any person, including attorneys, physicians,
15 surgeons and hospitals, for any service performed in connection
16 with this Act, or for which payment is to be made under this
17 Act or rendered in securing any right under this Act.

18 Whenever the Commission shall find that the employer, his
19 or her agent, service company or insurance carrier has been
20 guilty of delay or unfairness towards an employee in the
21 adjustment, settlement or payment of benefits due such employee
22 within the purview of the provisions of paragraph (c) of
23 Section 4 of this Act; or has been guilty of unreasonable or
24 vexatious delay, intentional under-payment of compensation
25 benefits, or has engaged in frivolous defenses which do not
26 present a real controversy, within the purview of the
27 provisions of paragraph (k) of Section 19 of this Act, the
28 Commission may assess all or any part of the attorney's fees
29 and costs against such employer and his or her insurance
30 carrier.

31 (Source: P.A. 86-998.)

32 Section 10. The Workers' Occupational Diseases Act is
33 amended by changing Section 16 as follows:

34 (820 ILCS 310/16) (from Ch. 48, par. 172.51)

1 Sec. 16. The Commission shall make and publish procedural
2 rules and orders for carrying out the duties imposed upon it by
3 law, which rules and orders shall be deemed prima facie
4 reasonable and valid.

5 The process and procedure before the Commission shall be as
6 simple and summary as reasonably may be.

7 The Commission upon application of either party may issue a
8 dedimus potestatem directed to a commissioner, notary public,
9 magistrate, justice of the peace or any other officer
10 authorized by law to administer oaths, to take the depositions
11 of such witness or witnesses as may be necessary in the
12 judgment of such applicant. Such dedimus potestatem may issue
13 to any of the officers aforesaid in any state or territory of
14 the United States. When the deposition of any witness resident
15 of a foreign country is desired to be taken, the dedimus shall
16 be directed to and the deposition taken before a consul, vice
17 consul or other authorized representative of the government of
18 the United States of America, whose station is in the country
19 where the witness whose deposition is to be taken resides. In
20 countries where the government of the United States has no
21 consul or other diplomatic representative, then depositions in
22 such case shall be taken through the appropriate judicial
23 authority of that country; or where treaties provide for other
24 methods of taking depositions, then the same may be taken as in
25 such treaties provided. The Commission shall have the power to
26 adopt necessary rules to govern the issue of such dedimus
27 potestatem.

28 The Commission, or any member thereof, or any Arbitrator
29 designated by said Commission shall have the power to
30 administer oaths, subpoena and examine witnesses; to issue
31 subpoenas duces tecum, requiring the production of such books,
32 papers, records and documents as may be evidence of any matter
33 under inquiry and to examine and inspect the same and such
34 places or premises as may relate to the question in dispute.
35 Said Commission or any member thereof, or any Arbitrator
36 designated by said Commission, shall on written request of

1 either party to the dispute, issue subpoenas for the attendance
2 of such witnesses and production of such books, papers, records
3 and documents as shall be designated in said applications,
4 providing however, that the parties applying for such subpoena
5 shall advance the officer and witness fees provided for in
6 suits pending in the Circuit Court. Service of such subpoena
7 shall be made by any sheriff or other person. In case any
8 person refuses to comply with an order of the Commission or
9 subpoenas issued by it or by any member thereof, or any
10 Arbitrator designated by said Commission or to permit an
11 inspection of places or premises, or to produce any books,
12 papers, records or documents, or any witness refuses to testify
13 to any matters regarding which he may be lawfully interrogated,
14 the Circuit Court for the county in which said hearing or
15 matter is pending, on application of any member of the
16 Commission or any Arbitrator designated by the Commission,
17 shall compel obedience by attachment proceedings, as for
18 contempt, as in a case of disobedience of the requirements of a
19 subpoena from such court on a refusal to testify therein.

20 The records kept by a hospital, certified to as true and
21 correct by the superintendent or other officer in charge,
22 showing the medical and surgical treatment given an injured
23 employee in such hospital, shall be admissible without any
24 further proof as evidence of the medical and surgical matters
25 stated therein, but shall not be conclusive proof of such
26 matters.

27 The Commission at its expense shall provide an official
28 court reporter to take the testimony and record of proceedings
29 at the hearings before an Arbitrator or the Commission, who
30 shall furnish a transcript of such testimony or proceedings to
31 either party requesting it, upon payment to him therefor at the
32 rate of \$1.00 per page for the original and 35 cents per page
33 for each copy of such transcript. Payment for photostatic
34 copies of exhibits shall be extra. If the Commission has
35 determined, as provided in Section 19.5 of this Act, that the
36 employee is a poor person, a transcript of such testimony and

1 proceedings, including photostatic copies of exhibits, shall
2 be furnished to such employee at the Commission's expense.

3 In accordance with subsection (a) of Section 8 of the
4 Workers' Compensation Act, the ~~The~~ Commission shall have the
5 power to determine the reasonableness and fix the amount of any
6 fee of compensation charged by any person, including attorneys,
7 physicians, surgeons and hospitals, for any service performed
8 in connection with this Act, or for which payment is to be made
9 under this Act or rendered in securing any right under this
10 Act.

11 Whenever the Commission shall find that the employer, his
12 agent, service company or insurance carrier has been guilty of
13 delay or unfairness towards an employee in the adjustment,
14 settlement or payment of benefits due such employee or has been
15 guilty of unreasonable or vexatious delay, intentional
16 under-payment of compensation benefits, or has engaged in
17 frivolous defenses which do not present a real controversy, the
18 Commission may assess all or any part of the attorney's fees
19 and costs against such employer and his insurance carrier.

20 (Source: P.A. 86-998; 87-895.)

21 Section 97. Severability. The provisions of this Act are
22 severable under Section 1.31 of the Statute on Statutes.

23 Section 99. Effective date. This Act takes effect January
24 1, 2006.