

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

RANDY A. SANDS,

Claimant,

vs.

CITY OF SIOUX CITY,

Employer,  
Self-Insured,  
Defendant.

**FILED**

JAN 31 2017

WORKERS COMPENSATION

File Nos. 5049666, 5050047

RULING ON

REQUEST FOR REHEARING

On December 20, 2016, the undersigned issued an arbitration decision in the above-captioned matter. On January 9, 2017, defendant moved for rehearing, arguing my order could be interpreted to force defendant to pay for the full amount of medical expenses listed in Exhibit 16, while the parties stipulated certain of those expenses had been paid by defendant's self-funded health insurance plan. Defendant argues: "The language of the order as it stands in effect orders the Defendant City to pay itself back from one self-funded insurance account to another self-funded account."

On January 17, 2017, claimant filed a response to defendant's request for rehearing. Claimant argues defendant failed to present sufficient evidence to establish its credit, but acknowledges the parties stipulated defendant was entitled to a credit for benefits paid by the health insurance plan. In the event the language of the order could be found confusing by defendant, claimant requests the undersigned issue an order clarifying claimant is entitled to payment from defendant in the amount of \$896.61 for unpaid medical mileage and out-of-pocket expenses. Such a change, as argued by claimant, would allow defendant to promptly pay the remainder of any award.

Review of Exhibit 16 reveals claimant claimed the following medical expenses in File No. 5050047: \$70,683.06 subrogation lien from Accent/Blue Cross Blue Shield; \$714.21 out-of-pocket costs incurred by claimant; and \$182.40 medical mileage. (Exhibit 16, page 1) In the arbitration decision, on the issue of defendant's responsibility for claimed medical expenses, I wrote:

Defendants [*sic*] denied responsibility for claimant's cervical spine injury and as a result, claimant incurred medical expenses in treatment thereof. These expenses are outlined in Exhibit 16. As defendant denied care on this compensable injury, defendant is properly held responsible for the claimed medical expenses.

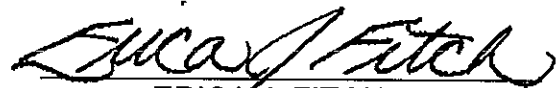
(Arb. Dec. p. 26)

I also noted that the parties stipulated defendant was entitled to credit for payment of medical/hospitalization expenses in the amount of \$70,683.06. (Arb. Dec.

p. 3) I subsequently ordered defendant to pay the medical expenses submitted by claimant at hearing as set forth in the body of the decision. (Arb. Dec. p. 29)

While I do not agree with defendant that the language utilized in the decision was unclear or improper, for the sake of absolute clarity, I will grant defendant's motion for rehearing. Accordingly, defendant's motion for rehearing is granted insofar as to specify that defendant is ordered to issue payment to claimant in the amount of \$896.61 for outstanding medical expenses. The manner in which defendant handles payment between self-funded accounts is beyond the scope of this decision and was not raised as an issue at the time of evidentiary hearing.

Signed and filed this 31<sup>st</sup> day of January, 2017.



ERICA J. FITCH  
DEPUTY WORKERS'  
COMPENSATION COMMISSIONER

Copies To:

Dennis J. Mahr  
Attorney at Law  
520 Nebraska St., Ste. 334  
Sioux City, IA 51101-1316  
mahrlaw@cableone.net

Connie E. Anstey  
Attorney at Law  
PO Box 447  
Sioux City, IA 51102-0447  
canstey@sioux-city.org

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