

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

BRENDA HATAYAMA,

Claimant,

vs.

SELECT SPECIALTY HOSPITAL,

Employer,

and

LIBERTY MUTUAL FIRE INSURANCE
COMPANY,Insurance Carrier,
Defendants.

File No. 5068839

A P P E A L

D E C I S I O N

: Head Notes: 1402.20; 1402.40; 1801; 1803;
: 2501; 2907

Claimant Brenda Hatayama appeals from an arbitration decision filed on August 6, 2021. Defendants Select Specialty Hospital, employer, and its insurer, Liberty Mutual Fire Insurance Company, respond to the appeal. The case was heard on March 15, 2021, and it was considered fully submitted in front of the deputy workers' compensation commissioner on April 12, 2021.

In the arbitration decision, the deputy commissioner found claimant failed to carry her burden of proof to establish she sustained an injury on July 14, 2017, which arose out of and in the course of her employment with defendant-employer. The deputy commissioner found that because claimant failed to prove causation and compensability, all other issues raised in this matter are moot. The deputy commissioner ordered the parties to pay their own costs of the arbitration proceeding, with the cost of the hearing transcript to be split between the parties.

Claimant asserts on appeal that the deputy commissioner erred in finding claimant failed to prove she sustained a work-related injury on July 14, 2017, as alleged. Claimant asserts the deputy commissioner erred in finding all other issues raised in this matter are moot. Claimant specifically asserts the deputy commissioner erred in finding defendants are not responsible for medical charges totaling \$6,635.49, itemized in claimant's Exhibit 1, for treatment received by claimant between July 31, 2017, and December 20, 2017, which treatment was authorized and directed by defendants.

Defendants assert on appeal that the arbitration decision should be affirmed in its entirety.

Those portions of the proposed arbitration decision pertaining to issues not raised on appeal are adopted as a part of this appeal decision.

I performed a de novo review of the evidentiary record and the detailed arguments of the parties. Pursuant to Iowa Code sections 86.24 and 17A.15, the arbitration decision is affirmed in part and it is reversed in part.

With respect to causation and compensability, I affirm the deputy commissioner's finding that claimant failed to prove she sustained a work-related injury on July 14, 2017, as alleged. I affirm the deputy commissioner's finding that all other issues raised in this matter are moot, with the single exception that I reverse the deputy commissioner's finding that defendants are not responsible for the medical charges totaling \$6,635.49, itemized in claimant's Exhibit 1, for treatment received by claimant between July 31, 2017, and December 20, 2017, which treatment was authorized and directed by defendants. I provide the following analysis for my decision in this regard:

There is no dispute in this matter that when claimant submitted her claim for the alleged injury to defendants in July 2017, that defendants directed claimant to obtain treatment from the medical providers in question. There is no dispute that all the treatment in question was authorized and directed by defendants. There is no dispute that after defendants denied this claim in December 2017 defendants are not responsible for any further medical treatment. However, Iowa Code section 85.27(4) states the following, in pertinent part:

. . . If the employer chooses the care, the employer shall hold the employee harmless for the cost of care until the employer notifies the employee that the employer is no longer authorizing all or any part of the care and the reason for the change in authorization . . .

In Ramirez-Trujillo v. Quality Egg and Selective Ins. Co., 878 N.W.2d 759 (Iowa 2016), the Iowa Supreme Court stated:

Thus, section 85.27(4) plainly indicates an employer who authorizes care is responsible for the cost of the care up to the time when the employer notifies the employee it is no longer authorizing care.

878 N.W.2d at p. 772.

Pursuant to the above-quoted portion of section 85.27(4), and pursuant to Ramirez-Trujillo, defendants in this matter are responsible for the medical charges itemized in claimant's Exhibit 1. The deputy commissioner's finding to the contrary is therefore respectfully reversed.

ORDER

IT IS THEREFORE ORDERED that the arbitration decision filed on August 6, 2021, is affirmed in part and it is reversed in part.

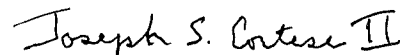
Defendants shall pay/reimburse/or otherwise hold claimant harmless for the medical charges totaling six thousand six hundred thirty-five and 49/100 dollars (\$6,635.49), itemized in claimant's Exhibit 1.

Claimant shall take nothing further from these proceedings.

Pursuant to rule 876 IAC 4.33, the parties shall pay their own costs of the arbitration proceeding, and the parties shall split the costs of the appeal, including the cost of the hearing transcript.

Pursuant to rule 876 IAC 3.1(2), defendants shall file subsequent reports of injury as required by this agency.

Signed and filed on this 28th day of January, 2022.



JOSEPH S. CORTESE II
WORKERS' COMPENSATION
COMMISSIONER

The parties have been served as follows:

Joanie Grife (via WCES)

Paul Powers (via WCES)

Lori Scardina Utsinger (via WCES)