BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

PAMELA L. HANSEN,

Claimant,

vs.

MERCY MEDICAL CENTER,

Employer,
Self-Insured,
Defendant.

File No. 5059252

ARBITRATION DECISION

Head Note No.: 1100

STATEMENT OF THE CASE

Pamela Hansen, claimant, filed a petition in arbitration seeking workers' compensation benefits from her self-insured employer, Mercy Medical Center as defendant. The matter proceeded to hearing on May 3, 2019. The parties submitted post-hearing briefs and the matter was considered fully submitted on May 17, 2019.

The evidentiary record includes: Joint Exhibits JE1 through JE5; Claimant's Exhibits 1 through 10; and Defendant's Exhibit A. Claimant provided testimony at hearing.

The parties filed a hearing report at the commencement of the arbitration hearing. On the hearing report, the parties entered into various stipulations. All of those stipulations were accepted and are hereby incorporated into this arbitration decision and no factual or legal issues relative to the parties' stipulations will be raised or discussed in this decision. The parties are now bound by their stipulations.

ISSUES

The parties submitted the following disputed issues for resolution:

1. Whether claimant sustained an injury on November 8, 2016, that arose out of and in the course of his employment with the defendant employer.

2. Whether the alleged injury is the cause of temporary disability for the periods of November 28, 2016 through January 4, 2017, June 30, 2017 through July 24, 2017, and January 14, 2019 through March 17, 2019.

3. Whether claimant is entitled to medical expenses as identified in Exhibit 8 and mileage related thereto as identified in Exhibit 9.

4. Penalty.

5. Costs.

FINDINGS OF FACT

After a review of the evidence presented, I find as follows:

Pamela Hansen, claimant, was 54 years old at the time of the hearing. After graduating from high school in 1982, claimant studied nursing at Sacred Heart Hospital School of Nursing in Norristown, Pennsylvania and Montgomery County Community College in Blue Bell, Pennsylvania. She went on to obtain her bachelor of science in nursing from the University of Iowa and became a registered nurse (RN) in 2011. (Ex. 3-16)

As an RN, claimant worked at St. Luke's Hospital in Cedar Rapids, Iowa, and for the defendant employer in a hospice facility and then in a pulmonary clinic. (Ex. 3-18) Claimant's alleged injury occurred while working in the pulmonary clinic where her job involved managing medical records, which required her to properly dispose of certain confidential records.

The defendant employer provided a locked container for employees to dispose of confidential records, referred to as the HIPAA Bin. The HIPAA Bin is shown in defendant's Exhibit A. The bin was located under a co-worker's desk and set back from the front edge of the desk several inches. It has a horizontal slot near the top of the bin, quite close to the underside of the desk. Ty Sherman, an employee of the pulmonary clinic where the alleged injury occurred, testified that if an individual was standing, he/she would have to bend at the waist or kneel in order to place documents in the HIPAA Bin. (Ex. 5-27, Depo p. 6)

Claimant also testified that the bin is tucked under the desk and that even though she is only 4 feet 11 inches tall, she had to kneel down to reach it. Claimant testified that this particular bin was the only HIPPA Bin approved for use in her area.

Claimant testified that on November 8, 2016, she knelt down and reached under the desk to place documents in the HIPAA Bin. When she stood up, she felt a pop in her knee. She reported the injury to her supervisor and tried to "walk-it off," but her pain persisted.

Claimant was sent to Mercy Employee Health on November 15, 2016, where she advised that she felt a pop and heard a crack in her knee when she was standing up after having bent down to put some paper in the bin. (Ex. JE2-29)

On November 18, 2016, claimant reported to Mercy Medical Center that she injured her knee 10 days earlier while putting papers in a bin, and that she also fell leaving work on November 18, 2016, and landed on her left knee.

She had an MRI at Mercy Medical Center of her left knee that showed a tear of her medial meniscus and grade III chondromalacia of the patella and medial compartment. (Ex. JE1-8) On December 2, 2016, claimant was also diagnosed with an acute pulmonary embolism and deep vein thrombosis (DVT) in her left leg. (Ex. JE1-13)

Claimant was sent to Jeffrey Nassif, M.D., at the Physician's Clinic of Iowa on December 8, 2016. Dr. Nassif discussed treatment options for her left knee, but advised that surgery was not an option at this point due to her "pulmonary embolus." (Ex. JE3-36-37)

Claimant underwent a six month anticoagulant treatment to address the pulmonary embolism, after which, she was told to follow-up with her orthopedic surgeon concerning her knee. (Ex. JE5-87)

Claimant returned to Dr. Nassif, who performed partial medial and lateral meniscectomies on June 30, 2017. (Ex. JE1-21) Unfortunately, claimant's knee pain did not subside following surgery.

On April 12, 2018, an x-ray showed that claimant's left knee was "severe bone on bone arthritis." (Ex. JE3-55) On June 15, 2018, claimant had a synvisc injection into her left knee, but her knee pain worsened and was noted to be restricting her activities. (Ex. JE3-57, 58) On September 6, 2018, Dr. Nassif recommended a knee replacement. (Ex. JE3-59)

On September 13, 2018, claimant was sent by defendant to be evaluated by Matthew Bollier, M.D., of the University of Iowa for an independent medical evaluation (IME). (Ex. 1-1) Dr. Bollier diagnosed claimant with "chronic left knee pain in the setting of severe osteoarthritis." (Ex. 1-4) He opined that the "work incident [of November 8, 2016] was a significant factor in [her] left knee findings, need for treatment and ongoing complaints." (Ex. 1-4) Dr. Bollier agreed that total knee replacement was the appropriate treatment recommendation and the need for the surgery was causally related to the work injury. He opined that claimant was not yet at maximum medical improvement (MMI) and declined to assign any impairment rating or restrictions. (Ex. 1-4)

After Dr. Nassif recommended a total knee replacement and despite the opinion of Dr. Bollier, in September 2018, the employer, who had accepted her claim up to this point, denied the claim.

Defendant's sudden denial of this claim was apparently based on the purely legal position that the claim did not "arise out of" claimant's employment.

On January 14, 2019, Dr. Nassif performed a total left knee arthroplasty. (Ex. JE1-24)

On March 4, 2019, claimant was returned to work by Dr. Nassif with permanent restrictions of no kneeling for six months, no running, jumping or lifting greater than 50 pounds.

On March 14, 2019, claimant called Dr. Nassif's office explaining that the restriction of no lifting over 50 pounds would cause her to lose her job. She advised that she needed to be able to occasionally lift 50 to 100 pounds and frequently lift 25 to 50 pounds. Dr. Nassif then changed claimant's permanent restrictions to accommodate this request by removing all lifting restrictions and stated that claimant may return to work on March 18, 2019 with no kneeling on her left knee for six months after surgery and then return to full-duty work on July 14, 2019. (Ex. JE3-75, 76)

At the time of the hearing, claimant had returned to work. She testified that her knee was gradually getting better by the day, but she was told by Dr. Nassif that it will be about one year from surgery before her knee reaches maximum healing.

The exhibits do not contain a formal denial letter or other correspondence from defendant concerning their September 2018 denial. It does not appear that there was any new evidence relied upon by defendant in or around September 2018 to support their denial.

The parties stipulated in the Hearing Report that claimant was paid 5.857 weeks of healing period benefits at the rate of $595.04, prior to the hearing in this matter.

The parties stipulated in the Hearing Report that the appropriate rate in this file is $604.26.

CONCLUSIONS OF LAW

1) Arising out of and in the course of employment

Claimant has the burden of proving by a preponderance of the evidence that the injury is a proximate cause of the disability on which the claim is based. A cause is proximate if it is a substantial factor in bringing about the result; it need not be the only cause. A preponderance of the evidence exists when the causal connection is probable rather than merely possible. George A. Hormel & Co. v. Jordan, 569 N.W.2d 148 (Iowa 1997); Frye v. Smith-Doyle Contractors, 569 N.W.2d 154 (Iowa App. 1997); Sanchez v. Blue Bird Midwest, 554 N.W.2d 283 (Iowa App. 1996).

The question of causal connection is essentially within the domain of expert testimony. The expert medical evidence must be considered with all other evidence introduced bearing on the causal connection between the injury and the disability. Supportive lay testimony may be used to buttress the expert testimony and, therefore, is also relevant and material to the causation question. The weight to be given to an expert opinion is determined by the finder of fact and may be affected by the accuracy of the facts the expert relied upon as well as other surrounding circumstances. The expert opinion may be accepted or rejected, in whole or in part. St. Luke's Hosp. v. Gray, 604 N.W.2d 646 (Iowa 2000); IBP, Inc. v. Harpole, 621 N.W.2d 410 (Iowa 2001);

Dunlavey v. Economy Fire and Cas. Co., 526 N.W.2d 845 (Iowa 1995). Miller v. Lauridsen Foods, Inc., 525 N.W.2d 417 (Iowa 1994). Unrebutted expert medical testimony cannot be summarily rejected. Poula v. Siouxland Wall & Ceiling, Inc., 516 N.W.2d 910 (Iowa App. 1994).

In this case, defendant's IME physician, Dr. Bollier, opined that the "work incident [of November 8, 2016] was a significant factor in [her] left knee findings, need for treatment and ongoing complaints." (Ex. 1-4) This opinion is unrebutted.

Defendant does not argue that claimant was not injured on November 8, 2016, or that her injury did not occur "in the course of" her employment.

The fighting issue in this case is whether claimant's injury "arose out of" her employment.

The facts of this case establish that claimant was required by her employer to place confidential documents to be destroyed in the employer provided HIPPA Bin. The bin in question, which is depicted in Exhibit A, was the only approved receptacle in her area. The bin was tucked under a desk that required claimant to bend and/or kneel to get the documents into the bin. On November 8, 2016, claimant knelt down to place documents in the bin and upon standing up, she felt a pop in her knee. The question is whether this injury, under these circumstances, is sufficient to establish that claimant's injury "arose out of" her employment.

The claimant has the burden of proving by a preponderance of the evidence that the alleged injury actually occurred and that it both arose out of and in the course of the employment. Quaker Oats Co. v. Ciha, 552 N.W.2d 143 (Iowa 1996); Miedema v. Dial Corp., 551 N.W.2d 309 (Iowa 1996). The words "arising out of" referred to the cause or source of the injury. The words "in the course of" refer to the time, place, and circumstances of the injury. 2800 Corp. v. Fernandez, 528 N.W.2d 124 (Iowa 1995).

In Lakeside Casino v. Blue, 743 N.W.2d 169, at 174 (Iowa 2007), the Iowa Supreme Court discussed "arising out of" and stated:

> The element of "arising out of" requires proof "that a causal connection exists between the conditions of [the] employment and the injury." Miedema, 551 N.W.2d at 311. "In other words, the injury must not have coincidentally occurred while at work, but must in some way be caused by or related to the working environment or the conditions of [the] employment." Id.; accord McIlravy v. N. River Ins. Co., 653 N.W.2d 323, 331 (Iowa 2002) (stating "injury must be or related to the working environment or the conditions of employment."); Griffith v. Norwood White Coal, Co., 229 Iowa 496, 502, 294 N.W. 741, 744 (1940) (stating "injury arises out of the employment if it can reasonably be said to result from a hazard of the employment"). In Hanson, this court adopted the actual-risk rule:

> If the nature of the employment exposes the employee to the risk of such an injury, the employee suffers an accidental injury arising out of and during the course of the employment. And it makes no difference that the risk was common to the general public on the day of the injury.

452 N.W.2d at 168. Consequently, with limited exceptions, we have abandoned any requirement that the employment subject the employee to a risk or hazard that is greater than that faced by the general public. Floyd v. Quaker Oats, 646 N.W.2d 105, 108 (Iowa 2002)(stating requirement of increased hazard or exertion only applies to claims of heart attack and mental illness).

Lakeside Casino, at 174. See also Hanson v. Reichelt, 452 N.W.2d at 168 (Iowa 1990). The Court in Lakeside Casino rejected the "positional-risk rule," and affirmed the "actual-risk rule", meaning that the injury must be "caused by or related to the working environment or the conditions of the employment."

The Supreme Court in Lakeside Casino went on to state:

> Applying these principles, this court has held the following injuries were not compensable or, in the penalty-benefits/bad-faith context, arguably not compensable, because they did not arise out of the employee's employment: (1) a knee injury that occurred as the employee was walking across a level floor, McIlravy, 653 N.W.2d at 331; (2) a neck injury that happened when the employee straightened up after bending over to sign an invoice. Gilbert v. USF Holland, Inc., 637 N.W.2d 194, 200 (Iowa 2001); (3) a back injury that occurred when an employee twisted to flush the toilet, Miedema, 551 N.W.2d at 312; and (4) a back injury that occurred when the employee was leaning against a wall for balance while putting on an overshoe, Musselman v. Cent. Tel. Co., 261 Iowa 352, 361, 154 N.W.2d 128, 133 (1967). We concluded or suggested there was nothing in the conditions of the work environment that caused or was related to the employees' injuries. See McIlravy, 653 N.W.2d 331; Gilbert, 637 N.W.2d at 200; Meidema, 551 N.W.2d at 311; Musselman, 261 Iowa at 359-60, 154 N.W.2d at 132.
>
> In contrast to these decisions, we have held the following injuries did arise out of the employee's employment: (1) death of an employee caused by a deranged co-employee, Cedar Rapids Cmty. Sch. v. Cady, 278 N.W.2d 298, 302 (Iowa 1979); and (2) a head injury that occurred when a mining employee riding a "man trip" truck his head on a beam in the roof of the mine shaft, Griffith, 229 Iowa at 502, 294 N.W. at 744. In both cases, we concluded the injuries were causally connected to a hazard of the employment. Cady, 278 N.W.2d at 302-03; Griffith, 229 Iowa at 502, 294 N.W. at 744. In a third case, this court held an injury occurring when a teacher slipped on ice while checking on the condition of

> the highway prior to the students leaving school was compensable without any specific discussion of "arising out of" requirement other than a statement of the basic definition. See Crowe v. De Soto Consol. Sch. Dist., 246 Iowa 402, 410, 68 N.W.2d 63, 67-68 (1955).

Lakeside Casino, at 175-76.

In the case at bar, in order for claimant to prove that her injury arose out of her employment she must establish "a causal connection between her injury and a condition, risk, or hazard of her employment." Lakeside Casino, at 176.

The defendant in their brief rely significantly on Gilbert v. USF Holland, Inc., 637 N.W.2d 194 (Iowa 2001), which is referenced in Lakeside Casino above as an example of a fact pattern that may not arise out of employment.

I therefore turn to the facts in Gilbert. In that case, the employee initially reported that he sustained an injury to his back when he bent over to sign an invoice and then stood up and, "everything just popped loose." Gilbert at 195. Unlike the case at bar, Gilbert's claim was immediately denied by the employer based upon the injury not arising out of his employment. After the claim was denied, Gilbert arguably changed his story and "clarified" that he had been pulling on a stuck dock plate just prior to bending over to sign the invoice. He later obtained an opinion from Dr. Thomas Carlstrom that his "current symptoms 'should be referred back to the June incident at work.'" Gilbert at 196. However, the insurance carrier did not change their position.

I note that unlike the case at bar, there was no indication in Gilbert that claimant was either instructed by his employer or required by the design of the facility to bend over to sign the invoice.

At the arbitration hearing in Gilbert, the deputy commissioner found that defendant put claimant's credibility at issue because of the two different descriptions of the mechanism of injury. The deputy commissioner found that Gilbert was credible and that the injury occurred from pulling on the stuck dock plate, not from bending over and straightening up after signing the invoice alone. The deputy commissioner awarded healing period, and permanent partial disability. Penalty benefits were also awarded based on defendant's failure to pay healing period. On appeal, the commissioner reduced the permanency award but otherwise affirmed the arbitration decision granting healing period and penalty benefits. The employer sought judicial review. Id. at 197.

The district court reversed the award of penalty benefits finding that the employer's reliance on Gilbert's initial description of the mechanism of injury was reasonable and sufficient to avoid imposition of penalty.

Gilbert appealed the district court decision and the Iowa Court of Appeals reversed the district court and affirmed the commissioner's award of penalty benefits.

The Iowa Supreme Court granted further review and confirmed that the only issue on appeal was whether claimant was entitled to penalty benefits, not whether the injury arose out of employment. Gilbert at 198. The Court considered the mechanism of injury of bending over and straightening up, only through the lens of determining whether the employer could avoid the imposition of penalty benefits. The Court found that "[t]he occurrence of an injury in this manner [standing up after bending over to sign an invoice] *would arguably be coincidental to work and would not necessarily be related to the conditions of employment."* (Id. at 200)(emphasis added). The Supreme Court did not reach a definitive conclusion whether such a mechanism of injury actually arises out of employment, but concluded that it "would arguably be coincidental to work," and found that this possibility provided claimant with a reasonable basis to avoid penalty. (Id.)

Thus, I conclude that the Supreme Court in Gilbert did not specifically conclude that the mechanism of injury in that case failed to arise out of claimant's employment, and is instructive, but not controlling in this case.

Further, in the case at bar, there are several significant factual distinctions from Gilbert. In the present case, defendant accepted the claim for over 20 months before their denial, which came shortly after the recommendation for a total knee replacement and in opposition to the opinion of causation given by defendant's own expert. In the present case, and unlike Gilbert, claimant was specifically instructed by her employer to use a secure HIPAA bin that was located in an awkward position that did not allow for easy access, such that she was required to bend and/or kneel every time she placed documents in it, which occurred on a frequent basis. This was the only bin available for her use. These conditions did not exist in Gilbert. For claimant in the case at bar, disposing of confidential documents in the employer approved HIPAA Bin was an unavoidable task and because of its design and awkward location in the office, claimant was required to bend and/or kneel to place documents in the bin, which created a "condition, risk, or hazard" that was unique to her employment.

Similar circumstances have been presented to this agency in the past. Although not controlling, I note the similarity to the case of Klein v. Mann's McDonald's Restaurant, File Nos. 5026480 & 5030263 (Arb. July 20, 2009), in which the presiding deputy commissioner found claimant's injury "arose out of" her employment stating:

> Clearly, Amanda's knee injuries occurred in the course of her employment. Each injurious incident took place at work, during work hours, and while Amanda was fulfilling a work duty. Likewise, Amanda's knee injuries did not coincidentally occur while she was working. Amanda's left knee injuries were causally related to the fact that fulfilling work duties required that she crouch. In the first incident, the placement of the napkins low on the cart produced the need to crouch; in the second, the location of the milk carton at the back of the cooler produced the need to crouch. In both instances, a rational consequence of Amanda's act of

> crouching was mechanical stress to the left knee that ultimately produced a meniscus tear.

Klein v. Mann's McDonald's Restaurant, File Nos. 5026480 & 5030263 (Arb. July 20, 2009).

Applying Lakeside Casino and Miedema and considering the opinion of Dr. Bollier, and the uncontroverted testimony of claimant and Ty Sherman, I conclude that claimant's injury was not merely coincidental to her work and that she has established a causal connection between her injury and the condition, risk, or hazard of her employment and that her injury arose out of her employment.

2) Temporary Disability.

Claimant asserts entitlement to temporary disability for the periods of: November 28, 2016 through January 4, 2017; June 30, 2017 through July 24, 2017; and, January 14, 2019 through March 17, 2019.

Healing Period benefits are payable to an employee who has sustained a permanent partial disability,

> beginning on the first day of disability after the injury, and until the employee has returned to work or it is medically indicated that significant improvement from the injury is not anticipated or until the employee is medically capable of returning to employment substantially similar to the employment in which the employee was engaged at the time of injury, whichever occurs first.

Iowa Code section 85.34(1).

"An award for healing period benefits or total temporary disability benefits are only temporary benefits and do not depend on a finding of a permanent impairment." Bell Bros. Heating and Air Conditioning v. Gwinn, 779 N.W.2d 193, 200 (Iowa 2010).

The parties stipulated in the Hearing Report that if defendant is found liable for the alleged injury, claimant is entitled to benefits for the above periods of time. (Hearing Report, p. 1)

Based on the parties' stipulation and having found above that defendant is liable for the injury, I conclude that claimant is entitled to healing period benefits for the above periods of time.

3. Medical Benefits

Claimant asserts entitlement to medical expenses as contained in Exhibit 8, incurred from Mercy Medical Center and Physician's Clinic of Iowa in the total amount of $52,060.69. The most significant portion relates to claimant's left knee replacement in

January, 2019. Claimant also asserts entitlement to medical mileage reimbursement as contained in Exhibit 9 in the total amount of $242.97.

The employer shall furnish reasonable surgical, medical, dental, osteopathic, chiropractic, podiatric, physical rehabilitation, nursing, ambulance, and hospital services and supplies for all conditions compensable under the workers' compensation law. The employer shall also allow reasonable and necessary transportation expenses incurred for those services. The employer has the right to choose the provider of care, except where the employer has denied liability for the injury. Section 85.27. Holbert v. Townsend Engineering Co., Thirty-second Biennial Report of the Industrial Commissioner 78 (Review-Reopening October 16, 1975).

The Court in Bell Bros. stated:

> We do not believe the statute can be narrowly construed to foreclose all claims by an employee for unauthorized alternative medical care solely because the care was unauthorized. Instead, the duty of the employer to furnish reasonable medical care supports all claims for care by an employee that are reasonable under the totality of the circumstances, even when the employee obtains unauthorized care, upon proof by a preponderance of the evidence that such care was reasonable and beneficial. In this context, unauthorized medical care is beneficial if it provides a more favorable medical outcome than would likely have been achieved by the care authorized by the employer.

Bell Bros. Heating and Air Conditioning v. Gwinn, 779 N.W.2d 193, 206 (Iowa 2010)

I conclude that the medical treatment claimant has received was helpful and appropriate to treat her condition as supported by the medical records and claimant's testimony.

At the hearing, defendant's argument with the medical bills was based on their position that the injury did not arise out of claimant's employment. Having found above that defendant is liable for the injury, and relying upon the parties' stipulations that the medical providers would testify that their fees and treatment were reasonable and that the expenses are causally connected to the medical condition upon which this claim is based, I conclude that defendant is responsible for payment of the medical bills and mileage contained in claimant's exhibits 8 and 9.

4. Penalty

Claimant seeks penalty for defendant's denial of healing period benefits.

An employer's bare assertion that a claim is fairly debatable is insufficient to avoid imposition of a penalty. The employer must assert facts upon which the commissioner could reasonably find that the claim was "fairly debatable." Meyers v. Holiday Express Corp., 557 N.W.2d 502 (Iowa 1996).

It is not unreasonable to deny a claim when a good faith issue of law or fact makes the employer's liability fairly debatable. An issue of law is fairly debatable if viable arguments exist in favor of each party. Covia v. Robinson, 507 N.W.2d 411 (Iowa 1993). An issue of fact is fairly debatable if substantial evidence exists which would support a finding favorable to the employer. Gilbert v. USF Holland, Inc., 637 N.W.2d 194 (Iowa 2001).

If the employer fails to show reasonable cause or excuse for the delay or denial, the commission must impose a penalty in an amount up to fifty percent of the amount unreasonably delayed or denied. Christensen v. Snap-on Tools Corp., 554 N.W.2d 254 (Iowa 1996). The factors to be considered in determining the amount of the penalty include the length of the delay, the number of delays, the information available to the employer and the employer's past record of penalties. Robbennolt v. Snap-On Tools Corp., 555 N.W.2d 229 at 238 (Iowa 1996).

In the case at bar, defendant relied on the single position that claimant's injury did not arise out of her employment. Although I have distinguished Gilbert v. USF Holland, Inc., 637 N.W.2d 194 (Iowa 2001) above and determined that in this case, claimant's injury did, in fact, arise out of her employment, I acknowledge the conclusion of the Iowa Supreme Court in Gilbert when considering whether or not penalty benefits are appropriate.

It is troubling to the undersigned that the denial of the claim only came about after the recommendation for a total knee replacement was given by the authorized physician, about 20 months after the claim was originally accepted; and, the denial was made on a purely legal argument with no new facts or medical opinions to support the denial and, in fact, the denial was in opposition to the causation opinion given by defendant's expert. Nevertheless, I conclude that the Supreme Court's conclusion in Gilbert, provides the escape hatch for defendant's and instructs the undersigned that defendant's argument, while not ultimately successful, was sufficiently viable to avoid penalties. I conclude the issue of whether claimant's injury arose out of her employment was fairly debatable based on the legal issue argued by defendants.

5. Costs

The final issue is costs. Assessment of costs is a discretionary function of this agency. Iowa Code section 86.40. Costs are to be assessed at the discretion of the deputy commissioner or workers' compensation commissioner hearing the case. Rule 876 IAC 4.33. I conclude that claimant was generally successful in this claim and therefore exercise my discretion and assess costs against the defendant in this matter. Defendant shall pay costs pursuant to 876 IAC 4.33 and as set forth in Claimant's Exhibit 7, in the total amount of $381.07.

ORDER

IT IS THEREFORE ORDERED:

Defendant shall pay claimant healing period benefits for the periods of: November 28, 2016 through January 4, 2017; June 30, 2017 through July 24, 2017; and, January 14, 2019 through March 17, 2019.

Defendant shall be entitled to credit for all weekly benefits paid to date. The parties have stipulated that defendant is entitled to a credit of five point eight five seven (5.857) weeks at the rate of five hundred ninety five and 04/100 ($595.04).

All weekly benefits shall be paid at the stipulated rate of six hundred four and 26/100 dollars ($604.26) per week.

Defendant shall pay accrued weekly benefits in a lump sum together with interest at the rate of ten percent for all weekly benefits payable and not paid when due which accrued before July 1, 2017, and all interest on past due weekly compensation benefits accruing on or after July 1, 2017, shall be payable at an annual rate equal to the one-year treasury constant maturity published by the federal reserve in the most recent H15 report settled as of the date of injury, plus two percent, See Gamble v. AG Leader Technology File No. 5054686 (App. Apr. 24, 2018).

Defendant shall reimburse claimant for her out-of-pocket medical expenses and mileage reimbursement set forth in Claimant's Exhibits 8 and 9, and shall pay, reimburse, and or otherwise satisfy all remaining medical expenses contained therein.

Defendant shall pay costs as set forth in Claimant's Exhibit 7.

Defendant shall file subsequent reports of injury (SROI) as required by this agency pursuant to rules 876 IAC 3.1(2) and 876 IAC 11.7.

Signed and filed this 24th day of May, 2019.

TOBY J. GORDON
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Right to Appeal: This decision shall become final unless you or another interested party appeals within 20 days from the date above, pursuant to rule 876-4.27 (17A, 86) of the Iowa Administrative Code. The notice of appeal must be in writing and received by the commissioner's office within 20 days from the date of the decision. The appeal period will be extended to the next business day if the last day to appeal falls on a weekend or a legal holiday. The notice of appeal must be filed at the following address: Workers' Compensation Commissioner, Iowa Division of Workers' Compensation, 1000 E. Grand Avenue, Des Moines, Iowa 50319-0209.