

BEFORE THE IOWA WORKERS' COMPENSATION COMMISSIONER

JULIE MCCAULEY,

Claimant,

vs.

POLK COUNTY, IOWA,

Employer,
Self-Insured,
Defendant.

File No. 22700159.01

AMENDED AND SUBSTITUTED

APPEAL DECISION

Head Notes: 1402.20; 1402.30; 1402.40;
1802; 1803; 2204; 2206;
2401; 2501; 2907; 3300

Claimant Julie McCauley appeals from an arbitration decision filed on March 17, 2023. Defendant Polk County, Iowa, self-insured employer, cross-appeals. The case was heard on November 16, 2022, and it was considered fully submitted in front of the deputy workers' compensation commissioner on December 21, 2022.

In the arbitration decision, the deputy commissioner found claimant met her burden of proof to establish her ulcers were caused by, or were materially aggravated by, her employment with defendant. The deputy commissioner found claimant failed to prove her mental health condition was caused by, or was materially aggravated by, her employment with defendant. The deputy commissioner found claimant failed to provide defendant with timely notice of the work injury under Iowa Code section 85.23, and the deputy commissioner therefore found the remaining issues are moot. The deputy commissioner ordered the parties to pay their own costs of the arbitration proceeding.

On appeal, claimant asserts the deputy commissioner erred in finding claimant failed to prove her mental health condition was caused by, or was materially aggravated by, her employment with defendant. Claimant asserts the deputy commissioner erred in finding claimant did not provide defendant with timely notice of the work injury under Iowa Code section 85.23. Claimant asserts she is entitled to an award of healing period benefits and an award of permanent partial disability benefits. Claimant asserts defendant should be responsible for the requested past medical expenses set forth in Exhibit 12. Claimant asserts she is entitled to alternate medical care under Iowa Code section 85.27, and claimant asserts defendant should reimburse claimant for her costs of the arbitration proceeding. Claimant asserts the remainder of the arbitration decision should be affirmed.

On cross-appeal, defendant asserts the deputy commissioner erred in failing to address whether claimant waived her right to workers' compensation benefits under Iowa Code chapter 85 by entering into a Settlement Agreement, Release, Indemnity, and Covenant Not to Sue ("Settlement Agreement") on September 10, 2020. In the alternative, defendant asserts the deputy commissioner erred in finding claimant proved her ulcers were caused by, or were materially aggravated by, her employment with defendant. Defendant asserts claimant is not entitled to healing period benefits, permanent partial disability benefits, or alternate medical care, and defendant asserts it should not be responsible for claimant's requested past medical expenses or claimant's costs of the arbitration proceeding. Defendant asserts the remainder of the arbitration decision should be affirmed.

On July 14, 2023, the agency filed an appeal decision concluding that claimant waived her right to assert a claim when she entered into a settlement agreement with Polk County. All other issues were deemed moot and not ruled upon in the appeal decision. On July 27, 2023, claimant filed a motion that is deemed an application for rehearing. The application for rehearing was granted and the July 14, 2023, appeal decision is rescinded. This amended appeal decision shall be substituted and considered final agency action.

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

I performed a de novo review of the evidentiary record and the detailed arguments of the parties. Pursuant to Iowa Code sections 17A.15 and 86.24 (2020), the arbitration decision filed on March 17, 2023, finding claimant shall take nothing in this matter, is modified with my additional and substituted analysis.

The record in this case consists of Joint Exhibits 1 through 4, Claimant's Exhibits 1 through 13, Defendant's Exhibits A through I, and the testimony of claimant.

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 by the deputy commissioner and are hereby incorporated into this amended appeal decision. 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

1. Whether claimant waived her right to workers' compensation benefits under a global settlement agreement.
2. Whether claimant's claim for benefits is barred by application of Iowa Code section 85.23 for lack of timely notice to the employer.

3. Whether claimant sustained an injury that arose out of and in the course of employment.
4. Whether claimant's injury resulted in temporary disability.
5. Whether claimant's injury resulted in permanent disability; and if so,
6. The extent of claimant's entitlement to permanent partial disability benefits.
7. The commencement date for any permanent partial disability benefits.
8. Whether there is a causal connection between the injury and the claimed medical expenses.
9. Whether claimant is entitled to alternate medical care under Iowa Code section 85.39.
10. Credit.

FINDINGS OF FACT

Claimant was 54 years old at the time of hearing. Claimant graduated from high school. Claimant took a medical terminology and transcription course at a community college. (Hearing Transcript, pages 14-15)

Claimant has worked as a secretary and an administrative assistant. She has worked as a receptionist for a county health facility. Claimant worked as a secretary for the agency director at the Iowa Department of Human Services. (Tr., pp. 17-19)

Claimant began her employment with Polk County on January 6, 2020, as an executive secretary for the Polk County Board of Supervisors. (Tr., p. 21)

Claimant's job duties at Polk County included, but were not limited to, answering phones, scheduling, doing transcription, assisting, and reporting directly to supervisors. The supervisors claimant reported to were Matt McCoy and Bob Brownell, and Polk County Administrator, Mark Wandro. Another executive secretary, Heather Ksiazek, reported directly to supervisors Steve Van Oort, Angela Connolly, and Tom Hockensmith. Claimant testified that she also assisted Ms. Ksiazek when required. (Tr., pp. 20-22)

Claimant's prior medical history is relevant. Claimant testified in deposition that she had treated for anxiety since 1999. (Defendant's Exhibit E, page 37, deposition page 65) In 2017, claimant was hospitalized for a bleeding ulcer related to use of NSAIDs. (Joint Exhibit 1, pages 1-2)

Claimant treated for panic attacks three times in 2017. She said that she has had treatment for panic attacks since 2017. (Ex. E, p. 38, depo p. 66)

Claimant testified that the work environment at Polk County was very stressful. Claimant said her job was a "very unpleasant place to work." She said her co-worker, Ms. Ksiazek, told her, in so many words, that if something was missed on a Board of Supervisors' schedule, support staff would get "thrown under the bus." Claimant said the work environment, for the Polk County Board of Supervisors, was very toxic. (Tr., pp. 23-24)

Matt McCoy testified he is a supervisor for the Polk County Board of Supervisors since 2018. (Ex. H, p. 67, depo pp. 6-7) Mr. McCoy testified that since he began his employment in 2018, he has had consistent conflicts with colleagues every day. He testified that another supervisor, Mr. Hockensmith, did not want his office next to Mr. McCoy's because Mr. McCoy was gay. (Ex. H, p. 67, depo pp. 7-8)

Mr. McCoy testified that prior to Polk County, he had worked at Principal, Ruan Transportation, and the Des Moines Chamber of Commerce. From 1996 through 2018, Mr. McCoy served as a state senator. Mr. McCoy testified that, "everything's unusual at Polk County. And I would say that it has been the -- the most unprofessional, challenging, hostile workplace that I've ever experienced or could even dream of experiencing." (Ex. H, p. 72, depo pp. 26-27)

Mr. McCoy was asked about the relationships at the Board of Supervisors during the period claimant worked as an executive secretary. He responded,

A: I would say that it continued to be caustic. Very adversarial; backbiting, backstabbing, negative in terms of -- you know, the atmosphere, teamwork process. Very gossipy, very cold.

Q: And that -- that same environment, Miss McCauley would have been a part of on a day-to-day basis; correct?

A: She would have been -- she would have been ground zero, center of all of that.

(Ex. H, p. 68, depo p. 12)

Mr. McCoy has been involved with two ongoing lawsuits regarding Polk County. (Ex. H, p. 77, depo pp. 47-48)

Sarah Boese testified, in deposition, she began employment with Polk County in 2008. (Claimant's Exhibit 11, page 58, deposition page 7) She testified that in 2020 she was director of communications for the Board of Supervisors. (Ex. 11, p. 58, depo pp. 7-8) She testified that in January of 2020 she supervised claimant and Ms. Ksiazek. (Ex. 11, p. 59, depo p. 10)

Ms. Boese testified that from January of 2020 through June of 2020 the work environment at Polk County was "great." (Ex. 11, p. 60, depo pp. 13-14; Ex. 11, p. 62, depo p. 24) Ms. Boese testified that from March of 2020 through June 2020 claimant never expressed any concerns regarding her work environment. (Ex. 11, pp. 62-63, depo pp. 24-25) She testified that during that period of time claimant never gave any notice of an injury. (Ex. 11, p. 63, depo p. 25) Ms. Boese testified that claimant never reported a hostile work environment while working at Polk County. (Ex. 11, p. 64, depo

p. 29) The record indicates Ms. Boese has filed a lawsuit against Mr. McCoy and Polk County. (Ex. H, p. 77, depo p. 47) Jim Nahas, the former HR director for Polk County, also has sued Polk County regarding alleged wrongful termination. (Ex. 5)

Claimant said that within the first 2-3 weeks after she began working at Polk County, she felt increasing anxiety and stress. She said she also began experiencing increased heartburn, acid reflux, and nausea. (Tr., pp. 22-24, 33) Claimant testified that on February 28, 2020, she felt nauseous and sick. She said she did not believe she could leave the area in front of the Board of Supervisors' office based on what Ms. Ksiazek had told her. Claimant said she eventually vomited in a garbage can and lost control of her bladder.

Ms. McCauley finished her work on February 28, 2020. (Tr., pp. 29-31) She went home after work on February 28, 2020. Unfortunately, her symptoms worsened, and she eventually went to the emergency room. (Tr., pp. 33-34)

On March 1, 2020, claimant was evaluated at UnityPoint Emergency Department. Claimant reported that she had nausea, was dizzy, and had rectal bleeding. Claimant had abdominal pain that began one week prior. Claimant indicated she had GI bleeding two years prior. (JE 2, p. 28) Claimant was assessed as having an acute upper GI bleed and acute blood loss anemia. (JE 2, p. 32) There was no report of workplace stress causing claimant's symptoms at this emergency room visit.

Claimant was hospitalized until March 4, 2020. (JE 2, p. 41) During that time she was given a blood transfusion and given omeprazole intravenously. (JE 2, p. 41) Claimant underwent upper GI endoscopy. Claimant was diagnosed with having two bleeding duodenal ulcers, esophagus narrowing, reflux and acute blood loss with a generalized anxiety disorder. (JE 2, pp. 39-40)

Claimant testified that when she was in the hospital, she was seen by her primary care physician, Louis Schneider, D.O. Claimant testified she told Dr. Schneider her job was very stressful. She said Dr. Schneider told her, at that time, that the bleeding ulcers were caused by her job stress and that she needed to get a new job. (Tr., pp. 35-36) There are no notations in the medical records from Dr. Schneider's visit indicating that claimant's bleeding ulcers were caused by her job stress.

Medical records indicate Dr. Schneider wrote a discharge summary for claimant's hospital stay. There is no indication in those records claimant's ulcers were caused by her stress at work. (JE 2, pp. 40-41; Tr., p. 79)

Claimant testified that when she was hospitalized, she texted Mr. McCoy and notified Ms. Ksiazek and Mr. Wandro. (Tr., pp. 36-37)

Claimant returned to work following her hospitalization. She testified on her first day back she told Mr. McCoy she had bleeding ulcers and that her doctor told her that her bleeding ulcers were caused by stress. Ms. McCauley testified that she reported to Mr. McCoy she told her physician about her work stress at Polk County and the physician reportedly said, "Well, that would cause you to have ulcers." (Tr., pp. 37-38) Claimant further testified that Mr. McCoy responded, "I'm not surprised." (Tr., p. 38)

In his deposition, Mr. McCoy was asked when claimant told him her ulcers were work related. Mr. McCoy responded, "I don't think I ever received that kind of notice from Miss McCauley." (Ex. 10, p. 42, depo p. 35) Later in his deposition, Mr. McCoy confirmed that claimant did not provide him with notice of a work injury regarding her ulcers. (Ex. 10, p. 42, depo p. 36) He reiterated in deposition that claimant never reported a work injury to him. (Ex. 10, p. 44, depo p. 41) However, Mr. McCoy testified later in the deposition that in March of 2020 claimant alerted him to her bleeding ulcers and that they "... could potentially be related to the stress at -- at Polk County." (Ex. 10, p. 46, depo p. 50)

Considering the testimony of Ms. McCauley and Mr. McCoy, I find the testimony of Mr. McCoy convincing on this piece of evidence. I find that claimant did not specifically report a work injury to Mr. McCoy. However, I accept Mr. McCoy's testimony and find that claimant reported to him that her bleeding ulcers "could potentially be related to the stress" of her job at Polk County. I further find that this statement to Mr. McCoy would objectively put a reasonable supervisor on notice of a potential work injury claim and the need to investigate the potential injury and claim.

Claimant testified that she continued to receive treatment for bleeding ulcers after her return to work. (Tr., pp. 38-39) Claimant testified that when she returned to work, her panic attacks at work increased. She said she had increased stress at Polk County, due in part to Covid and other tensions in the office. (Tr., pp. 50-51) She said her anxiety was helped, somewhat, in that she was allowed to work some days from home during the pandemic. (Tr., pp. 50-52)

On March 11, 2020, claimant was evaluated by Dr. Schneider in follow-up. Claimant was assessed as having a duodenal ulcer and anemia due to blood loss. Claimant was told to use her same medications for anxiety and was given tips on how to deal with gastric reflux. (JE 3, pp. 46-50)

On May 20, 2020, claimant filed a resignation letter to Polk County. Claimant indicated she accepted another job more suited to her skillset. Claimant indicated her last day in the office was to be June 3, 2020. Claimant did not report a work injury, either her ulcers or her mental health issues, in her resignation letter. (Ex. A, p. 1)

Claimant said that Mr. McCoy asked her to have an exit interview upon leaving Polk County. She said she had an exit interview with Mr. McCoy and Mr. Nahas. She said she later typed up notes from that interview. (Tr., p. 57) These notes are found in Exhibit 2. Claimant did not report a work injury in her exit interview notes and I find that she did not specifically report a work injury during her exit interview.

Claimant indicated in the exit interview profanity was routinely used in the Polk County Supervisors' office. She indicated she routinely heard supervisors talking disparagingly and cursing other supervisors and staff. (Ex. 2, p. 4) Claimant said she was told by a co-worker that staff was not to take breaks, vacations, or personal days. (Ex. 2, p. 4)

Claimant indicated she was micromanaged by Ms. Ksiazek. She said that the Polk County Board of Supervisors' office was a very stressful place to work. (Ex. 2, p. 4)

Claimant indicated Mr. McCoy told her Sarah Boese was concerned about her performance. Mr. McCoy indicated Ms. Boese also expressed concerns that claimant had prior employment litigation and was concerned about her employment with Polk County. (Ex. 2, p. 6) Claimant said she had a very negative and stressful experience in working at the Polk County Supervisors' office. (Ex. 2, p. 7)

Ms. Boese testified in deposition that exit interviews were not conducted during the time that claimant worked at Polk County. She also indicated it was very unusual that an exit interview was conducted without her presence. (Ex. 11, p. 64, depo p. 32)

Claimant left Polk County officially on June 4, 2020. On June 4, 2020, claimant made a request to be paid for unused sick leave or vacation. The application appears to indicate that claimant's request was untimely as claimant worked at Polk County for less than six months. (Ex. 3)

In July of 2020 e-mails to Mr. McCoy, claimant indicated that she was aware of the policy requiring an employee to be employed for six months in order to be paid for unused vacation. She asked Mr. McCoy that the requirement be waived given the "hostile work environment" she worked in. (Ex. C) Mr. McCoy agreed to assist Ms. McCauley and attempt to get her accrued vacation benefits paid.

On August 3, 2020, claimant was evaluated by Dr. Schneider. Claimant had anxiety and rib pain. Claimant had a history of anxiety. Claimant's anxiety was high. Claimant was kept on the same medication and was counseled to lose weight. An x-ray was requested regarding claimant's rib pain. (JE 3, pp. 53-56)

Claimant returned to Dr. Schneider on August 11, 2020. Claimant had increased fatigue. Claimant's anxiety again was noted to be high. Claimant was kept on the same medication and again was counseled to lose weight. (JE 3, pp. 57-60)

On September 1, 2020, Jeffrey Edgar, an attorney for Polk County, sent a release via email to claimant. The email indicated that "... we will need you to sign off on the attached release in order to process your vacation payout." (Ex. 4)

On September 4, 2020, claimant had a psychotherapy counseling session with Emily Poss, M.A., L.M.H.C. Claimant had anxiety over being alone, worrying about being sick and worrying about having panic attacks. Claimant also reported getting sick at work and being hospitalized for bleeding ulcers. (JE 4, pp. 81-82) Claimant also indicated she was working as an assistant to the director at DHS and was happy at her job. (JE 4, p. 84)

On or about September 10, 2020, claimant signed a document titled "Settlement Agreement, Release, Indemnity, and Covenant Not to Sue." Claimant said she contacted two attorneys before she signed the release and returned it to Polk County. In her email returning the release, claimant indicated: "Thank you for this exception to policy and agreeing to pay me out my accrued vacation hours. It is much appreciated." (Ex. B, p. 2)

The release at issue reads in relevant part:

McCauley was an employee with Polk County and has requested payout of vacation she accrued. Polk County policy requires an employee to be employed with Polk County six months or more in order to be eligible for vacation payout upon termination. Because McCauley was employed less than six months with Polk County, she was not entitled to a vacation payout. However, in a good faith attempt to resolve any claim(s) McCauley may have with respect to her short period of employment at Polk County, the parties have agreed to enter into this Settlement Agreement, Release, Indemnity and Covenant Not to Sue.

The parties have agreed to compromise and settle all of McCauley's claims related to her employment with Polk County. Based on the mutual promises and covenants exchanged and for other good and valuable consideration, the adequacy and receipt of which are acknowledged, the parties agree:

1. Releases.

(a) Releasing Party and Released Parties: McCauley, on behalf of herself, her heirs, executors, successors, assigns (collectively "Releasing Party"), does hereby declare the full and complete settlement of any claim of any kind or nature whatsoever that she may now have or may have in the future against Polk County, Iowa, its elected officials, employees, agents, successors, and assigns (collectively "Released Parties") arising out her employment with Polk County.

(b) Claims Released. That claims released through this Settlement Agreement, Release, Indemnity and Covenant Not to Sue shall include and extend to any and all claims, demands, causes of action, and/or liabilities of or against the Released Parties, whether known or unknown, that McCauley may have against the Released Parties, including, but not limited to, any action(s) arising under the federal Fair Labor Standards Act, Americans with Disabilities Act of 1990 (and any amendments), Civil Rights Act of 1964 (and any amendments), Iowa Code chapter 216, Iowa Code chapter 85, 85A and 86, Iowa Code chapter 91A, and any other kind of claims; attorney fees; interest and court costs.

(Ex. B, p. 3)

The Settlement Agreement did not specify whether it was attempting to resolve claimant's worker's compensation claims on an agreement for settlement, compromise settlement, contingent settlement, or combination settlement basis. The Settlement Agreement was not documented on forms approved by this agency. The Settlement Agreement was never submitted to this agency, never reviewed by this agency, and was not approved by this agency.

On September 15, 2020, claimant returned to Ms. Poss for counseling. Claimant had issues with relationships. Claimant was assessed as having a generalized anxiety disorder. (JE 4, pp. 85-86)

On September 25, 2020, claimant returned in follow up to Ms. Poss. Claimant indicated difficulty again with relationships. She was assessed as having a generalized anxiety disorder. (JE 4, pp. 87-88)

Claimant returned two more times for counseling with Ms. Poss in October 2020 regarding issues with relationships. Claimant discussed things that triggered her anxiety. She was also worried about getting sick and dying. (JE 4, pp. 89-92)

In November and December, claimant had three more counseling sessions with Ms. Poss. Claimant was worried about getting sick and dying. Claimant had stress at work. Claimant wanted to end a relationship with a friend who was "toxic." Claimant was assessed as having a generalized anxiety disorder. (JE 4, pp. 93-98)

In January, February and March of 2021 claimant saw Ms. Poss four more times for counseling. Claimant had relationship issues with a friend and with her ex-husband. Claimant was worried about being alone. Claimant was assessed as having a generalized anxiety disorder. (JE 4, pp. 99-106)

On April 28, 2021, claimant was evaluated by Angela Veenstra, ARNP. Claimant had reflux problems and trouble swallowing. (JE 3, p. 66)

On May 3, 2021, claimant had a telephone visit with Dr. Schneider. Dr. Schneider changed claimant's mental health medications. Claimant had dizziness. Claimant was treated with medication. (JE 3, pp. 69-70)

On July 23, 2021, claimant underwent an esophagogastroduodenoscopy (EGD). (JE 3, pp. 71-72) Records indicate claimant had improved symptoms with reflux following the EGD. (JE 3, pp. 73-74)

In a May 22, 2022 letter written by claimant's counsel, Dr. Schneider opined that the work environment claimant was subject to at Polk County was a substantial contributing factor in the development of claimant's two bleeding duodenal ulcers on or around March 1, 2020. (Ex. 7, p. 22) Dr. Schneider also opined the work environment at Polk County was a substantial contributing factor regarding claimant's increasing mental-psychological symptoms. He opined that since leaving Polk County, claimant's GI condition had resolved, and her mental and psychologic condition had improved. Dr. Schneider indicated that since claimant had left Polk County, claimant has not had further GI issues. Dr. Schneider recommended claimant continue to see him for medical management of mental health issues. (Ex. 7, p. 23)

In a September 24, 2022 report, Paul Conte, M.D., gave his opinions of claimant's condition following an independent medical evaluation (IME) performed at claimant's request. Dr. Conte opined that claimant had nine percent permanent impairment of the body as a whole regarding her GI problems. Dr. Conte opined the stress involved at claimant's work was a substantial causal factor for the development of her ulcer. Dr. Conte opined that the care claimant received was reasonable and necessary. (Ex. 8, pp. 27-28)

Dr. Conte opined that claimant needed continued therapy with omeprazole. Dr. Conte either did not know or did not reference the fact that claimant had actually weaned

off her use of omeprazole prior to her evaluation with Dr. Conte. Instead, it appears he believed claimant continued to use omeprazole when he evaluated her. Dr. Conte further opined that claimant reached maximal medical improvement (MMI) for her condition as of July 23, 2021.

Dr. Conte opined that claimant's job at Polk County was a significant contributing factor or aggravating factor to increased symptoms of anxiety. Dr. Conte could not opine whether claimant sustained a permanent disability in regard to her mental health condition. He did not place any permanent restrictions on claimant regarding her mental health. (Ex. 8, pp. 29-30)

Defendant also sought an IME with a physician of its choosing. In an October 13, 2022 letter, Joseph Chen, M.D., gave his opinions of claimant's condition following his IME. Dr. Chen opined that claimant's work environment was only a minor factor leading to her peptic ulcer disease. (Ex. G, p. 61)

Dr. Chen indicated claimant had a long history of personal stressors that could contribute to her peptic ulcer disease. He noted claimant had a long history of anxiety. He noted that none of the treatment notes for claimant's ulcer or anxiety, following the alleged work injury, indicated claimant's work at Polk County was a factor in causing her ulcer or mental health issues. Based on this, Dr. Chen opined that claimant had several personal medical conditions contributing to the development of her peptic ulcer. These conditions included her prior use of NSAIDs, anxiety disorder, panic attacks, and other personal stressors. (Ex. G, pp. 60-63) Dr. Chen opined that claimant's work environment was only a minor contributing factor that led to a temporary exacerbation of claimant's ulcer. (Ex. G, pp. 63-64)

Dr. Chen indicated claimant was at MMI as of June 1, 2020. He indicated claimant did not require additional medical treatment. He opined that claimant had no permanent impairment regarding her alleged work injury at Polk County. (Ex. G, pp. 64-65)

Considering the opinions of Dr. Schneider, Dr. Conte, and Dr. Chen, I note that Dr. Schneider is a treating physician for claimant and provider of claimant's treatment both before and after her alleged work injury. Dr. Schneider has a beneficial vantage point given his ability to evaluate claimant over time. On the other hand, Dr. Schneider did not document any complaints of workplace stress or a cause for claimant's bleeding ulcers until asked to do so in a letter drafted by claimant's attorney.

Dr. Conte's opinion suffers credibility issues because he appears to have an inaccurate history or understanding of claimant's use of omeprazole. It is unclear why Dr. Conte would recommend continued use of a medication that was not being used at the time of his evaluation, or if the fact that claimant had discontinued her use of omeprazole prior to his evaluation would affect his permanent impairment rating. In fact, Dr. Conte specifically noted the continued use of omeprazole as a basis for awarding permanent impairment for claimant's gastrointestinal issues. Because claimant was actually not using medication at the time of Dr. Conte's evaluation, this draws his conclusion and award of permanent impairment into question. I do not find Dr. Conte's

opinion to be convincing in this case and I reject his causation opinion and permanent impairment rating.

Dr. Chen appears to recognize and ponder other potential causes. However, Dr. Chen acknowledges that claimant's work environment may have resulted in a temporary worsening of her peptic ulcer disease. Dr. Chen offers little rationale, given the temporal relationship between the toxic work environment and the bleeding ulcers, why the work environment was only a "minor factor" that led to claimant's hospitalization. Given this discrepancy, it is found that Dr. Chen's opinion, that the work environment was only a "minor factor" in causing claimant's bleeding ulcers, is not convincing.

Claimant clearly had underlying gastrointestinal issues, including ulcers in 2017. However, claimant did not require treatment for her ulcers from June 2017 until her February 28, 2020, incident with Polk County. Ultimately, I find claimant proved the stress she experienced at work caused an aggravation of her gastrointestinal issues and her ulcers.

Although I find claimant proved an aggravation of her underlying gastrointestinal issue, I also find that claimant has not proven a permanent injury or a permanent aggravation of her ulcer issues. Rather, Dr. Schneider opined that claimant's ulcers resolved after the February 28, 2020, incident. (Cl. Ex. 7, p. 23) I accept Dr. Schneider's opinion on both causation and his opinion that claimant's ulcers resolved after the February 28, 2020, incident.

Claimant weaned off her medications for her peptic ulcers and she required no ongoing treatment for the ulcers prior to the hearing. Therefore, I find claimant's ulcers resolved after the February 28, 2020, work injury. Claimant submitted to the EGC on July 23, 2021, and experienced improvement of her reflux after that procedure such that she could discontinue her medication. She appears to have renewed a prescription and then weaned off her Omeprazole after her follow-up appointment on September 27, 2021. I find claimant achieved maximum medical improvement (MMI) for her ulcers after completion of the EGC and her return appointment on September 27, 2021. She sustained no permanent impairment or permanent disability as a result of the ulcers or the work-related stress leading to the February 28, 2020, incident with Polk County.

However, claimant did require medical treatment for her gastrointestinal injuries. Ms. McCauley introduced Claimant's Exhibit 12, containing medical bills and a summary of those medical expenses. Claimant's claim includes medical expenses incurred after July 23, 2021. Any charges incurred after July 23, 2021 are not related to the work injury and not found to be compensable.

Of the charges submitted, I find that the following medical charges causally related to the temporary gastrointestinal injury sustained as a result of claimant's employment:

Date of Service	Provider	Amount Allowed per Health Insurance
3/1/20	Iowa Health Emergency Physicians	\$264.00
3/1/20	Iowa Radiology, P.C.	\$164.00
3/1/20	Iowa Methodist Medical Center	\$6,208.10
3/1/20	Iowa Clinic, P.C.	\$179.00
3/2/20	Iowa Clinic, P.C.	\$112.00
3/2/20	Regional Laboratory	\$158.00
3/2/20	Iowa Clinic, P.C.	\$469.50
3/2/20	Iowa Clinic, P.C.	\$7.00
3/3/20	Iowa Clinic, P.C.	\$112.00
3/3/20	Iowa Clinic, P.C.	\$112.00
3/4/20	Iowa Clinic, P.C.	\$112.00
3/5/20	Walgreens (Omeprazole)	\$18.62
3/11/20	Iowa Clinic, P.C.	\$79.15
3/11/20	Iowa Clinic, P.C.	\$168.00
5/8/20	Walgreens (Omeprazole)	\$8.93
6/1/20	Walgreens (Omeprazole)	\$8.93
6/30/20	Walgreens (Omeprazole)	\$5.00 ¹

¹ Omeprazole prescriptions for dates June 30, 2020, are not reflected in the Wellmark statement and "allowed" amount cannot be confirmed. Therefore, only the out-of-pocket amount documented on the Walgreens insurance profile is awarded.

8/2/20	Walgreens (Omeprazole)	\$9.47
9/20/20	Walgreens (Omeprazole)	\$9.99
10/27/20	Walgreens (Omeprazole)	\$9.99
5/20/21	Walgreens (Omeprazole)	\$23.08
7/23/21	Iowa Clinic Endoscopy Center, L.L.C.	\$1,308.92
7/23/21	Iowa Clinic, P.C.	\$287.50
8/22/21	Walgreens (Omeprazole)	\$24.43
9/27/21	Iowa Clinic, P.C.	\$122.00

Claimant also asserts she sustained a mental injury or material aggravation of her underlying mental health issues as a result of her work stress at Polk County. The presiding deputy found claimant's testimony to be credible at hearing and I have no reason to disagree with that assessment for the majority of the testimony presented (other than perhaps her disagreement with Mr. McCoy on what she specifically reported upon returning to work in March 2020).

With that in mind, I note claimant testified at hearing and at deposition that the workplace at Polk County was a toxic work environment. Claimant credibly testified the environment in the office at Polk County was dysfunctional. She credibly testified that profanity was routinely used in the workplace. She credibly testified supervisors routinely gossiped and mocked other supervisors and Polk County employees. (Tr., pp. 23-27, 50-51, 68-69)

Claimant's testimony was corroborated by the testimony of Mr. McCoy who indicated that from 2018 to 2022 Polk County offices were subject to ongoing conflict. Mr. McCoy testified that the work environment at Polk County was unprofessional, challenging and a hostile workplace. (Ex. 10, p. 40)

As noted, at the time of hearing, there are at least two lawsuits filed against Polk County regarding the workplace environment. It is true that allegations in both legal actions have yet to be proven. However, this litigation, along with claimant's credible testimony at hearing and in deposition, the deposition of Mr. McCoy, and the exit interview of claimant, all suggest that the office where claimant worked at Polk County, from January of 2020 through May of 2020, was a stressful work environment.

With respect to claimant's assertion of work-related injury resulting in anxiety and depression, three physicians again offered opinions. Dr. Conte opined that claimant's

work environment aggravated claimant's anxiety disorder but could not give an opinion regarding permanent impairment regarding claimant's mental health condition. (Ex. 8, p. 29) Dr. Conte based his opinion of causation to anxiety, in part, on an understanding that claimant was on an elevated dose of an anxiety medication during her time at Polk County. (Ex. 8, p. 29) There is no evidence in the record that the dosage of claimant's anxiety medication increased during her employment with Polk County. As noted, claimant sought mental health counseling from September 2020 through March of 2021 on approximately 12 occasions. Claimant's work at Polk County is not mentioned in any of these visits. (JE 4) Dr. Conte offers no explanation, if claimant's work at Polk County aggravated her anxiety, why this is not expressed in any mental health treatment records. Given this discrepancy, Dr. Conte's opinions regarding medical causation of claimant's anxiety disorder are found not convincing.

Ms. McCauley had underlying anxiety and had suffered from anxiety since 1999. She was not undergoing treatment for anxiety at the time of the alleged work injury. However, she continued to use medication to control her anxiety prior to and throughout her employment at Polk County. Ms. McCauley admitted that her medications for her anxiety were not increased until October 30, 2020, after her employment with Polk County ended and that the increase was due to changes in the weather. (Tr., pp. 77-84)

Dr. Schneider, in a letter written by claimant's counsel, also opined that claimant's work environment was a substantial factor in the increase in claimant's mental health problem. (Ex. 7, p. 23) Dr. Schneider's opinion also fails to address the discrepancy between mental health treatment records, found in Exhibit 4, and his causation opinion. For this reason, as well as the lack of any significant changes in claimants' mental health medications during her employment at Polk County, Dr. Schneider's opinion regarding medical causation of claimant's anxiety disorder, is found not convincing.

Dr. Chen opined that claimant's work environment was at most a minor factor in claimant's anxiety. Ultimately, I find the causation opinions of Dr. Schneider and Dr. Conte regarding claimant's anxiety and her work environment are not convincing. These opinions do not explain why claimant's medications remained stable for her anxiety if she was experiencing a significant and material aggravation of her pre-existing anxiety during her employment with Polk County. Given this record, I find claimant failed to carry her burden of proof to establish that her mental health condition was causally related to or materially aggravated by her work at Polk County.

CONCLUSIONS OF LAW AND REASONING

The initial dispute in this case is whether claimant waived all relevant claims advanced in this contested case proceeding. It is undisputed that claimant and Polk County entered into a Settlement Agreement. The terms of the Settlement Agreement purported to release all of claimant's rights or claims relative to any workers' compensation claims accruing under Chapters 85, 85A, 85B, or 86.

The July 14, 2023, appeal decision accurately cited Iowa Code section 86.27 as a relevant statutory provision. Section 86.27 provides, “no party to a contested case under any provision of the ‘Workers’ Compensation Act’ may settle a controversy without approval of the workers’ compensation commissioner.” This is undoubtedly true that parties to a contested case before this agency must submit their proposed settlement to this agency for review and approval before the settlement is effective. However, the appeal decision went further, noting, “Claimant had not commenced a ‘contested case’ with the Division of Workers’ Compensation. Therefore, the parties were not required under Iowa Code section 86.27, to obtain the approval from the workers’ compensation commissioner before entering the Settlement Agreement, which waived claimant’s right to pursue a claim under Iowa Code chapter 85 (2020).”

The July 14, 2023, appeal decision analysis of section 86.27 was accurate. Nothing in Iowa Code section 86.27 requires a settlement agreement between an employee and an employer to submit a settlement agreement to this agency for approval if there is not a pending contested case proceeding. However, claimant sought rehearing on this issue, asserting that Iowa Code section 85.35(1) governs this case. Indeed, Iowa Code section 85.35(1) is also relevant and specifically addresses the facts of this case.

Iowa law encourages settlement of controversies that may result in contested case proceedings before this agency. Iowa Code section 17A.10(1). However, Iowa Code section 85.18 provides, “No contract, rule, or device whatsoever shall operate to relieve the employer, in whole or in part, from any liability created by this chapter except as herein provided.” The settlement agreement advanced and relied upon by Polk County is a contractual attempt to relieve the employer from liability under Iowa Code Chapter 85.

Iowa Code section 85.35(1) provides:

The parties to a contested case or persons who are involved in a dispute which could culminate in a contested case may enter into a settlement of any claim arising under this chapter or chapter 85A, 85B, or 86, providing for disposition of the claim. The settlement shall be in writing on forms prescribed by the workers’ compensation commissioner and submitted to the workers’ compensation commissioner for approval.

At the time claimant entered into the Settlement Agreement with Polk County, claimant’s worker’s compensation claim was “a dispute which could culminate in a contested case” and the Settlement Agreement purportedly was “providing for disposition of the claim.” Therefore, Iowa Code section 85.35(1) required claimant and Polk County to document their settlement agreement on forms provided by this agency and submit the settlement agreement for the review and approval of this agency.

Iowa Code section 17A.10(1) provides, “Agencies shall prescribe by rule specific procedures for attempting such informal settlements prior to the commencement of

contested case proceedings.” This agency has complied with Iowa Code section 17A.10(1) and promulgated administrative rules that provide for the necessary documents and procedure for submission of informal settlements, including for settlements of disputes that are not yet pending as contested case proceedings. Agency rule 876 IAC 6.1 provides, “All proposed settlements shall be submitted to the workers’ compensation commissioner for approval” and prescribes specific forms to be utilized to document and submit an agreement for settlement, a compromise settlement, a contingent settlement, or a combination settlement to this agency. Rule 6.1 does not purport to apply to settlement of pending contested cases before the agency. Rather, it purports to apply to “[a]ll proposed settlements.”

Moreover, Iowa Code section 85.35(1) provides that the claimant and employer “shall” document their settlement in writing on forms prescribed by this agency and submit those settlement documents to the agency for approval. The word “shall” indicates a mandatory action. Yet, the settlement agreement advanced by Polk County as discharging all of claimant’s workers’ compensation rights was not documented on a form prescribed by this agency. The settlement agreement was never submitted to, reviewed by, or approved by this agency.

Iowa Code section 17A.10(1) requires the agency to promulgate specific rules to resolve informal disputes occurring prior to the commencement of contested case proceedings. Polk County has not identified a specific provision in Iowa Code Chapters 85 or 86, or agency rules, that specifically permits the enforcement of the settlement agreement entered into between claimant and Polk County. Claimant specifically identified a statutory provision (Iowa Code section 85.35(1)) that prescribes how such a settlement must be documented and approved. Agency rule 876 IAC 6.1 requires all proposed settlements be submitted to this agency for approval.

Polk County did not utilize the prescribed forms for the settlement. In fact, it is unclear from the Settlement Agreement whether the settlement was intended to be an agreement for settlement, a compromise settlement, a contingent settlement, or a combination settlement. Ultimately, I conclude Polk County failed to establish that the Settlement Agreement was valid and binding with respect to the claimant’s worker’s compensation claims now asserted in this contested case proceeding. To the contrary, I conclude that the Settlement Agreement was not properly documented on forms prescribed by this agency and that the settlement was not submitted to, reviewed by, or approved by this agency. Therefore, I conclude the Settlement Agreement did not waive or resolve claimant’s rights under Iowa’s workers’ compensation statutes. Iowa Code section 17A.10(1); Iowa Code section 85.35(1); 876 IAC 6.1.

The next issue to be determined is whether claimant’s claim for benefits is barred by application of Iowa Code section 85.23.

Iowa Code section 85.23 requires an employee to give notice of the occurrence of an injury to the employer within 90 days from the date of the occurrence, unless the employer has actual knowledge of the occurrence of the injury.

The purpose of the 90-day notice or actual knowledge requirement is to give the employer an opportunity to timely investigate the facts surrounding the injury. The actual knowledge alternative to notice is met when the employer, as a reasonably conscientious manager, is alerted to the possibility of a potential compensation claim through information which makes the employer aware that the injury occurred and that it may be work related. Dillinger v. City of Sioux City, 368 N.W.2d 176 (Iowa 1985); Robinson v. Department of Transp., 296 N.W.2d 809 (Iowa 1980).

Failure to give notice is an affirmative defense which the employer must prove by a preponderance of the evidence. DeLong v. Iowa State Highway Commission, 229 Iowa 700, 295 N.W. 91 (1940).

Claimant said she told Mr. McCoy she had a bleeding ulcer and told him the likelihood was that it was related to her work at Polk County. (Tr., pp. 31, 36-38)

Defendant did not dispute that they were aware of claimant's bleeding ulcer. (Defendant's Post-Hearing Brief, page 16) However, defendant contends that claimant failed to notify Polk County her bleeding ulcers were caused by her work.

Claimant did not file an injury report with Polk County. She did not request medical treatment from Polk County. When she returned to work after her illness, claimant did not contact the Risk Management department of Polk County for further medical treatment. (Ex. E, p. 31, depo p. 40)

Claimant testified that Polk County was unaware in September 2020 that she might have a workers' compensation claim. (Tr., p. 106)

Claimant's supervisor, Ms. Boese, testified that claimant never reported an injury to her. (Ex. I, p. 95, depo p. 25)

Mr. McCoy was asked when claimant told him her ulcers were work related. Mr. McCoy responded, "I don't think I ever received that kind of notice from Miss McCauley." (Ex. 10, p. 42, depo p. 35) Later in his deposition, Mr. McCoy confirmed claimant did not provide him with notice of a work injury regarding her ulcers. (Ex. 10, p. 42, depo p. 36) He reiterated in deposition that claimant never reported a work-related injury to him. (Ex. 10, p. 44, depo p. 41)

Yet, Mr. McCoy also testified that in March of 2020 claimant alerted him to her bleeding ulcers and that they "... could potentially be related to the stress ..." at Polk County. (Ex. 10, p. 46, depo p. 50) I found Mr. McCoy's testimony convincing and found that he was alerted to the fact that claimant's bleeding ulcers could be related to the stress she experienced at Polk County. This notice was clearly within 90 days of the alleged injury on February 28, 2020.

I further found that Ms. McCauley's statement to Mr. McCoy was objectively sufficient notice to put Mr. McCoy, as a Polk County Supervisor, on notice of a potential work injury and to alert him to the need for Polk County to investigate the potential injury

claim. I conclude that Ms. McCauley's statement to Mr. McCoy was sufficient to alert him, as a reasonably conscientious manager, to the possibility of a potential compensation claim for claimant. Dillinger v. City of Sioux City, 368 N.W.2d 176 (Iowa 1985); Robinson v. Department of Transp., 296 N.W.2d 809 (Iowa 1980). I conclude that Ms. McCauley gave timely notice and that Polk County failed to prove its notice defense pursuant to Iowa Code section 85.23.

Having determined that the Settlement Agreement does not bar this claim and that claimant gave timely notice of her injury, I must determine whether claimant proved compensable work injuries. Claimant asserts claims for a gastrointestinal injury as well as a mental health injury.

A personal injury contemplated by the workers' compensation law means an injury, the impairment of health or a disease resulting from an injury which comes about, not through the natural building up and tearing down of the human body, but because of trauma. The injury must be something that acts extraneously to the natural processes of nature and thereby impairs the health, interrupts, or otherwise destroys or damages a part or all of the body. Although many injuries have a traumatic onset, there is no requirement for a special incident or an unusual occurrence. Injuries which result from cumulative trauma are compensable. Increased disability from a prior injury, even if brought about by further work, does not constitute a new injury, however. St. Luke's Hosp. v. Gray, 604 N.W.2d 646 (Iowa 2000); Ellingson v. Fleetguard, Inc., 599 N.W.2d 440 (Iowa 1999); Dunlavey v. Economy Fire and Cas. Co., 526 N.W.2d 845 (Iowa 1995); McKeever Custom Cabinets v. Smith, 379 N.W.2d 368 (Iowa 1985). An occupational disease covered by chapter 85A is specifically excluded from the definition of personal injury. Iowa Code section 85.61(4) (b); Iowa Code section 85A.8; Iowa Code section 85A.14.

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). An injury arises out of the employment when a causal relationship exists between the injury and the employment. Miedema, 551 N.W.2d 309. The injury must be a rational consequence of a hazard connected with the employment and not merely incidental to the employment. Koehler Electric v. Wills, 608 N.W.2d 1 (Iowa 2000); Miedema, 551 N.W.2d 309. An injury occurs "in the course of" employment when it happens within a period of employment at a place where the employee reasonably may be when performing employment duties and while the employee is fulfilling those duties or doing an activity incidental to them. Ciha, 552 N.W.2d 143.

While a claimant is not entitled to compensation for the results of a preexisting injury or disease, its mere existence at the time of a subsequent injury is not a defense. Rose v. John Deere Ottumwa Works, 247 Iowa 900, 76 N.W.2d 756 (1956). If the claimant had a preexisting condition or disability that is materially aggravated,

accelerated, worsened or lighted up so that it results in disability, claimant is entitled to recover. Nicks v. Davenport Produce Co., 254 Iowa 130, 115 N.W.2d 812 (1962); Yeager v. Firestone Tire & Rubber Co., 253 Iowa 369, 112 N.W.2d 299 (1961).

The 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, I found claimant proved a temporary aggravation of her underlying gastrointestinal condition as a result of the stress she encountered working for Polk County. Accordingly, I conclude that claimant proved a compensable injury as a result of her bleeding ulcers.

With respect to her claim for mental health injuries, I found claimant failed to prove by a preponderance of the evidence that she sustained a material aggravation of her underlying anxiety and mental health issues as a result of her work and circumstances at Polk County. Therefore, I conclude claimant failed to prove a compensable mental health injury.

Since claimant proved a compensable gastrointestinal injury, I must consider her claims for temporary and permanent disability. Temporary disability can be awarded as temporary total disability, temporary partial disability, or healing period benefits. The proper categorization of temporary benefits is dependent upon whether the injury caused permanent disability. Compare Iowa Code section 85.33 and 85.34(1).

In this instance, I found claimant only proved a temporary aggravation resulting in her ulcers. Ultimately, Dr. Schneider reported those ulcers were resolved. Having rejected the permanent impairment opinion of Dr. Conte on this issue, I found claimant failed to prove permanent disability as a result of the ulcers. I find claimant failed to prove her claim for permanent disability.

When an injured worker has been unable to work during a period of recuperation from an injury that did not produce permanent disability, the worker is entitled to temporary total disability benefits during the time the worker is disabled by the injury. Those benefits are payable until the employee has returned to work or is medically capable of returning to work substantially similar to the work performed at the time of injury. Section 85.33(1).

In this instance, claimant was off work from March 1, 2020, until March 7, 2020. She returned to work on Monday, March 8, 2020. She missed 40 hours of work during this period of time. (Tr., pp. 34, 74-75) Although she did not have sufficient sick leave to pay this lost time, Polk County granted claimant's request and paid her full salary for this lost time. (Tr., p. 75)

Employers are permitted to continue an injured worker's salary in lieu of paying worker's compensation benefits. 876 IAC 8.4. In this instance, Polk County elected to pay claimant's full salary and claimant experienced no loss of earnings while off work. I find claimant is not entitled to an award of temporary total disability benefits because she experienced no loss of earnings after the work injury. Iowa Code section 85.33; 876 IAC 8.4. This finding also resolves the credit dispute identified on the hearing report.

Claimant also seeks an award of past medical expenses. Iowa Code section 85.27(4) provides, in relevant part, "For purposes of this section, the employer is obliged to furnish reasonable services and supplies to treat an injured employee, and has the right to choose the care." When an employer denies liability for an injury, however, it forfeits the right to direct care during the period of their denial. Brewer-Strong v. HNI Corp., 913 N.W.2d 235 (Iowa 2018); Bell Bros. Heating and Air Conditioning v. Gwinn, 779 N.W.2d 193 (Iowa 2010).

In this case, Polk County denied liability for claimant's injuries. Claimant sought care with providers of her choosing and now seeks reimbursement. However, claimant failed to prove her alleged mental health injury was work-related. Therefore, she failed to prove entitlement to any past medical expenses for mental health treatment or medications.

With respect to claimant's gastrointestinal injury, this decision finds claimant proved a compensable injury resulting in a temporary aggravation of the pre-existing condition. This decision further finds claimant did not achieve MMI for the aggravation of that condition until September 27, 2021. Having found claimant proved a gastrointestinal injury, and certain of her medical expenses in Claimant's Exhibit 12 were reasonable and related to treatment of that work injury, I find claimant proved entitlement to medical expenses for her gastrointestinal injury incurred between February 28, 2020, and September 27, 2021.

I made specific factual findings regarding which medical expenses submitted by claimant were causally related to her temporary gastrointestinal injury. I set forth a table at pages 12 and 13 of this decision outlining the charges that were found related. Those charges are also determined to be reasonable and necessary medical expenses. I find those charges outlined in the table in the findings of fact should be awarded. Iowa Code section 85.27. Defendants shall pay any outstanding medical expenses noted in the table. Defendants shall otherwise reimburse claimant or the third-party payor for any medical charges previously paid and outlined in the findings of fact.

All other charges identified or submitted by claimant were determined to be related to mental health issues, weight loss, a general physical, or other conditions, treatment, or prescriptions not related to claimant's temporary gastrointestinal injury. I find claimant failed to prove any additional claimed medical expenses are causally related to her work injury.

Finally, claimant asserts a claim for alternate medical care. Specifically, claimant seeks an order from this agency requiring defendants to pay for ongoing treatment with Dr. Schneider. Claimant's appeal brief asserts the need for ongoing medication management through Dr. Schneider for her gastrointestinal and mental health issues.

As noted above, an employer is obligated to provide medical care that is causally related to a work injury. Iowa Code section 85.27. In this instance, however, claimant's ulcer condition is found to have resolved and caused no permanent disability. She weaned off her medications prior to hearing. No further treatment for claimant's gastrointestinal issues is found or determined to be causally related to her February 28, 2020, work injury. Accordingly, claimant failed to prove entitlement to ongoing or future medical care for her gastrointestinal issues.

With respect to her mental health, or anxiety, claim, this decision finds claimant failed to prove she sustained a causally related mental health injury as a result of her work at Polk County. The employer is not obligated to provide medical care for injuries or medical conditions not proven to be related to work. Therefore, I find claimant failed to prove entitlement to alternate medical care for her mental health injuries or claims. Simply put, claimant failed to carry her burden of proof to establish by a preponderance of the evidence that any future treatment of her gastrointestinal issues or her mental health issues are causally related to her work at Polk County. Therefore, claimant is not entitled to an award of alternate medical care.

ORDER

IT IS THEREFORE ORDERED that the arbitration decision filed on March 17, 2023, is modified with my additional and substituted analysis.

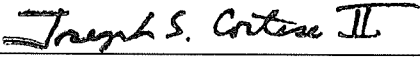
Claimant shall take no weekly benefits from these proceedings.

Defendant shall pay the outstanding medical and prescription expenses, or reimburse claimant and any third-party payor for past expenses paid, as outlined in the table at pages 12 and 13 in the findings of fact section of this decision.

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

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

Signed and filed on this 16th day of August, 2023.



JOSEPH S. CORTESE II
WORKERS' COMPENSATION
COMMISSIONER

The parties have been served as follows:

MaKayla Augustine (via WCES)

Nicholas Shaw (via WCES)

Julie Bussanmas (via WCES)

Meghan Gavin (via WCES)