

ISSUE

The issue presented for resolution is whether the claimant is entitled to a blood thinning medication, Eliquis, which has been recommended by the authorized physician.

FINDINGS OF FACT

The undersigned having considered all the evidence in the record finds:

Claimant sustained an injury to her left lower extremity, which arose out of and in the course of her employment with Venuworks of Cedar Rapids, L.L.C., on January 21, 2020. Defendants accepted that claim and authorized medical treatment through an occupational medicine specialist, Cindy Hanawalt, M.D. Dr. Hanawalt prescribed a blood thinning medication, Eliquis, to treat claimant's deep vein thrombosis after she sustained trauma and immobilization as a result of the January 21, 2020 work injury. Defendants have not authorized the prescription for Eliquis. (Claimant's Exhibit 1) The record contains no evidence that defendants have offered alternate medical care.

I find that defendants' failure to authorize the recommended medication is unreasonable. I find that the care recommended by Dr. Hanawalt is reasonable and necessary. In failing to authorize the care recommended and the prescription made by Dr. Hanawalt, defendants have not offered prompt medical care, nor have they offered reasonable medical care that is suited to treat claimant's work injury.

This is the second alternate medical care proceeding for which defendants have failed to appear. Claimant is dealing with a potentially life-threatening condition involving blood clots, or deep vein thrombosis. Her need for medical care, including the prescriptions recommended by the authorized physician, is essential and urgent. Defendants' failure to authorize a blood thinner is not reasonable or responsible. If defendants intend to retain any right to direct or authorize medical care, they should act with haste. If defendants fail to timely authorize this prescription or other necessary medical care recommended by the authorized physician, they risk losing any rights they may still possess to direct future medical care.

REASONING AND CONCLUSIONS OF LAW

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).

By challenging the employer's choice of treatment – and seeking alternate care – claimant assumes the burden of proving the authorized care is unreasonable. See Iowa R. App. P 14(f)(5); Bell Bros. Heating and Air Conditioning v. Gwinn, 779 N.W.2d 193, 209 (Iowa 2010); Long v. Roberts Dairy Co., 528 N.W.2d 122 (Iowa 1995). Determining what care is reasonable under the statute is a question of fact. Long v. Roberts Dairy Co., 528 N.W.2d 122 (Iowa 1995). The employer's obligation turns on the question of reasonable necessity, not desirability. Id.; Harned v. Farmland Foods, Inc., 331 N.W.2d 98 (Iowa 1983).

An application for alternate medical care is not automatically sustained because claimant is dissatisfied with the care he has been receiving. Mere dissatisfaction with the medical care is not ample grounds for granting an application for alternate medical care. Rather, the claimant must show that the care was not offered promptly, was not reasonably suited to treat the injury, or that the care was unduly inconvenient for the claimant. Long v. Roberts Dairy Co., 528 N.W.2d 122 (Iowa 1995).

An employer's right to select the provider of medical treatment to an injured worker does not include the right to determine how an injured worker should be diagnosed, evaluated, treated, or other matters of professional medical judgment. Assmann v. Blue Star Foods, File No. 866389 (Declaratory Ruling, May 19, 1988).

Reasonable care includes care necessary to diagnose the condition and defendants are not entitled to interfere with the medical judgment of its own treating physician. Pote v. Mickow Corp., File No. 694639 (Review-Reopening, June 17, 1986).

When a designated physician refers a patient to another physician, that physician acts as the defendant employer's agent. Permission for the referral from defendant is not necessary. Kittrell v. Allen Memorial Hospital, Thirty-fourth Biennial Report of the Industrial Commissioner, 164 (Arb. November 1, 1979) (aff'd by industrial commissioner). See also Limoges v. Meier Auto Salvage, I Iowa Industrial Commissioner Reports 207 (1981).

In this case, defendants have not authorized the reasonable medical recommendation, including a prescription for a blood thinning medication made by their authorized medical provider, Dr. Hanawalt. Defendants have not authorized prompt medical care or care that is reasonably suited to treat claimant's injury. Therefore, I conclude that claimant has established entitlement to alternate medical care.

Defendants were permitted to select the authorized medical provider, Dr. Hanawalt. Iowa Code section 85.27(4). Having exercised that right to select the authorized provider, defendants may not ignore Dr. Hanawalt's recommendations and prescriptions. Defendants may not interfere with Dr. Hanawalt's professional medical judgment, whether by design or delay. The blood thinning medication, Eliquis, is a reasonable medical treatment and should be authorized by defendants immediately.

Whether by delay, design, oversight, or neglect, defendants are playing a very dangerous game in this claim. Ms. Boyle has been diagnosed with deep vein thrombosis, or blood clots, as a result of a lower extremity injury. Blood clots pose a significant health risk and failure to treat such a condition can have catastrophic consequences for claimant. Regardless of the reason for the delay or outright denial of the Eliquis prescription, defendants' actions cause claimant significant and unnecessary risk of further physical harm. Defendants need to act with haste to remedy this situation and authorize the prescription for Eliquis. Given defendants default in this alternate medical care proceeding, if necessary, claimant may pay for the prescription via some other means and shall be fully reimbursed by defendants to prevent further physical harm.

ORDER

THEREFORE, IT IS ORDERED:

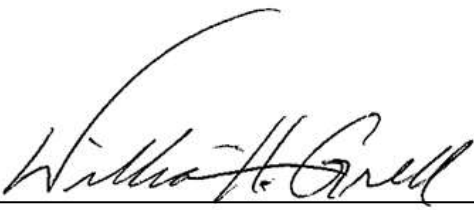
The claimant's petition for alternate medical care is granted.

Defendants shall immediately authorize and pay for the Eliquis prescription issued by Dr. Hanawalt.

If defendants do not act with haste, claimant may pay for this prescription via other means and defendants shall reimburse her in full.

If defendants do not act with haste in authorizing and paying for the Eliquis prescription or if they cause further delay or default in future medical care proceedings, they run the risk that their right to direct further medical care pursuant to Iowa Code section 85.27 will be terminated.

Signed and filed this 10th day of March, 2020.


WILLIAM H. GRELL
DEPUTY WORKERS'
COMPENSATION COMMISSIONER

The parties have been served, as follows:

Nate Willems (via WCES)

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