

**SELF-INSURING EMPLOYERS EVALUATION BOARD
INFORMAL CONFERENCE FINDINGS**

IN THE MATTER OF:

Union Metals Corporation (Employer), Risk No. 20005046-0

[REDACTED] (Injured Worker), Claim No. [REDACTED]

Complaint No. 15798



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FOR THE INJURED WORKER: No Appearance
FOR THE EMPLOYER: Michael Soto
FOR THE ADMINISTRATOR: Jean Krum

This matter was set for informal conference before the Self-Insuring Employers Evaluation Board (SIEEB) on July 30, 2008 on Complaint No. 15798, filed August 10, 2007. The complaint alleged that the employer was not in compliance with Ohio Adm.Code 4123-19-03(K)(5) because the employer refused to pay doctor bills when the doctor was in the Qualified Health Plan (QHP). The Self-Insured Department found the complaint valid, specifically noting that in denying a bill for medical services rendered on April 17, 2007, the employer did not notify the injured worker of the denial or the right to have the matter decided by the Industrial Commission. By letter dated January 17, 2008, the BWC's Executive Director of Employer Management Services (Administrator's Designee) upheld the Self-Insured Department's finding of a valid complaint.

At the outset, the Board notes that the Administrator's Designee refers to a bill the employer received on May 14, 2007, denied by letter dated May 25, 2007. The bill received May 14, 2007 concerned services rendered April 17, 2007. The May 25, 2007 letter, however, was the employer's denial of a C-9 it received on May 23, 2007. The employer actually responded to the fee bill on May 23, 2007, through its TPA, CompManagement Health Systems (CHS). The response indicated that the reason for denial of the bill was that treatment was not rendered by the physician of record or authorized physician. The correspondence advised that upon receipt of legible office notes, treatment records, operative report or

diagnostic testing report, CHS would reconsider the bill. The copy of the correspondence sent to the service provider, Podiatry Center, noted that if there were any questions or a desire to appeal, written inquiry should be sent to CompManagement (CMI). A copy of the correspondence was sent to William Christoff, attorney for the injured worker. The correspondence also provided a telephone number to call with questions.

In its entirety, the complaint stated: "4123-19-03(K)(5) non-compliance. Refuse to pay doctor's bill where the doctor is on the (QHP). Now I am stuck with the doctor bill." No specific bill was identified by the complaint. Nevertheless, by letter dated August 14, 2007, BWC furnished a copy of the complaint to the employer for response. CMI responded in a letter dated August 16, 2007 advising BWC that without identification of a specific bill, the employer was unable to respond. CMI requested that it be provided a copy of the bill in question or that BWC find the complaint to be invalid based upon a lack of documentation and information.

Over the next several weeks, BWC conducted an extensive investigation, soliciting information to support the complaint. BWC sent a letter to the injured worker and Mr. Christoff requesting additional information to specifically identify the fee bill in question. On September 14, 2007, the injured worker provided BWC with a bill from Dr. Grossman dated August 27, 2007 totaling \$778.00. The bill did not list dates of service or the services provided. By e-mail dated September 17, 2007, BWC provided the employer's representative at that time, Gust Callas, a copy of the bill from Dr. Grossman for \$778.00. Mr. Callas responded to BWC by letter dated September 19, 2007. Mr. Callas advised that the bill provided showed only the balance forward and did not provide a date of service or what type of service was provided. Mr. Callas also noted that the employer had never received the bill. Mr. Callas pointed out that Dr. Grossman was not the physician of record and provided a copy of an April 18, 2007 letter approving a change of physician to Dr. Springer and noted that a C-9 was also provided with the April 18, 2007 letter.

After considerable additional correspondence, and, eventually, by the injured worker's motion filed October 17, 2007, the issues pertaining to the \$778.00 fee bill were addressed through the Industrial Commission (IC) hearing process. The motion requesting payment was initially granted by District Hearing Officer order issued November 6, 2007, but ultimately denied by Staff Hearing Officer order issued January 23, 2008. Through the IC hearing process it was determined that a portion of Dr. Grossman's \$778.00 bill included the bill for services rendered on April 17, 2007.

In addressing the issues surrounding both the complaint and the medical bills giving rise to the injured worker's motion, the self-insuring employer provided BWC with a copy of its TPA's May 23, 2007 denial of a fee bill from Dr. Grossman submitted to the employer May 14, 2007, for a date of service of April 17, 2007. It is this response that BWC landed on to find a valid complaint, notwithstanding the injured worker's failure to mention anything in his complaint about the response. Specifically, BWC found a valid complaint on grounds that the self-insuring employer did not provide a copy of its response to the injured worker, and did not inform the injured worker of his right to have the matter decided by the IC.

At the conference, the employer's current representative, Mr. Soto, argued that the self-insuring employer was unfairly "blindsided" by BWC's finding. Stated simply, the employer asserted that BWC cannot and should not find a valid complaint based on a fee bill for which the injured worker never complained. Mr. Soto made it clear that the finding of a valid complaint had nothing to do with the alleged non-payment of a fee bill as set forth in the injured worker's complaint. He also pointed out

there had been no order by BWC or the IC to pay a fee bill. The employer argued it did not learn of the exact nature of the complaint and the evidence related to it until more than two months after the complaint was filed. Once the employer was presented with adequate information, it timely and appropriately responded, and the IC ultimately agreed that the employer was not responsible for payment of the fee bill. Mr. Soto concluded that BWC overreached in its efforts to gather support for the complaint, and ultimately erred by basing its decision on information that had nothing to do with the complaint.

The Board finds the employer's argument is well-taken. While BWC's diligence is noteworthy, the net it cast to find a valid complaint in this claim is simply too broad. The Board will not transform a complaint alleging a failure to pay medical bills into one concerning a failure to copy the injured worker with the denial of the bill and to inform him of his right to appeal the decision.

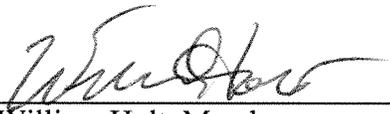
Moreover, even if the Board were to ignore the significant due process concerns arising from BWC's finding a valid complaint on an issue other than that averred by the injured worker, the Board specifically finds that the injured worker's representative, and the physician who rendered the services were provided a copy of the denial of the fee bill. Under the circumstances of this case, the Board is unwilling to find that the employer's alleged omission amounts to a valid complaint.

Based on the foregoing, upon motion by Mr. Holt, seconded by Mr. Abrams, the Board finds Complaint No. 15798 invalid, and it is hereby dismissed.

SELF-INSURING EMPLOYERS EVALUATION BOARD



Kevin R. Abrams, Chairman YES/NO



William Holt, Member YES/NO



Wesley Wells, Member YES/NO

DATE MAILED: 27th DAY OF August, 2008