

FINAL AWARD
(Affirming Award on Medical Fee Dispute)

Injury No.: 06-106325
Medical Fee Dispute No.: 06-00805

Employee: Joseph Dougherty
Employer: St. Luke's Hospital of Trenton
Insurer: American Home Assurance
Health Care Provider: St. Luke's Hospital

Pursuant to the provisions of § 287.140 RSMo, and 8 CSR 50-2.030, the above-captioned award on medical fee dispute is submitted to the Labor and Industrial Relations Commission (Commission) for review under § 287.480 RSMo. Having reviewed the evidence and considered the whole record, the Commission finds that the award on medical fee dispute is supported by competent and substantial evidence and was made in accordance with the Missouri Workers' Compensation Law. Pursuant to § 286.090 RSMo, the Commission affirms the award and decision of the administrative law judge dated September 9, 2009. The award and decision of Administrative Law Judge Carl Mueller, issued September 9, 2009, is attached and incorporated by this reference.

Given at Jefferson City, State of Missouri, this 4th day of November 2009.

LABOR AND INDUSTRIAL RELATIONS COMMISSION

William F. Ringer, Chairman

Alice A. Bartlett, Member

John J. Hickey, Member

Attest:

Secretary

**AWARD ON MEDICAL FEE DISPUTE HEARING
FINDINGS OF FACT and RULINGS OF LAW:**

HEALTH CARE PROVIDER: St. Luke's Hospital
EMPLOYER: St. Luke's Hospital of Trenton.
INSURER: American Home Assurance
MEDICAL FEE DISPUTE NO: 06-00805
INJURY NO: 06-106325
EMPLOYEE: Joseph Dougherty
HEARING DATE: August 14, 2009

An evidentiary hearing was held on August 14, 2009 in Kansas City on this medical fee dispute. St. Luke's Hospital ("Health Care Provider") appeared by corporate representative, Richard Meyers and by counsel Alan B. Gallas. Employer and Insurer, although duly notified of the hearing, did not appear.

FINDINGS OF FACT

Richard Meyers, St. Luke's Hospital's corporate representative and billing supervisor, testified that the treatment provided to the employee, Mr. Joseph Dougherty, was related to Mr. Dougherty's November 7, 2006 work place injury. In addition, Mr. Meyer testified that the Health Care Provider's charges for such treatment were fair and reasonable. The Health Care Provider presented the following exhibits, all of which were admitted into evidence without objection:

- 1 - Medical Records
- 2 - Medical Bills
- 3 - Explanation of Benefits
- 4 - Reconsideration
- 5 - Explanation of Review
- 6 - Application For Payment of Additional Reimbursement of Medical Fees [Division form WC-MD-02 (11-06)]
- 7 - Application for Evidentiary Hearing
- 8 - Notice of Hearing

Based on the testimony of Mr. Meyer and the evidence presented, I make the following findings:

1. St. Luke's Hospital rendered certain services to the injured employee, Joseph Dougherty, due to injuries he received in the work-related accident of November 7, 2006. Emergency room services were rendered on

November 7, 2006. Insurer was billed for these services in a timely fashion with an itemized bill. See, HCP Exhibit 2 and 9.

2. The total charges billed were \$3,256.00, of which, \$2,067.66 was paid by the Insurer. *Id.* The amount not yet paid by Insurer (\$1,188.34) is the subject of Health Care Provider's Application For Payment of Additional Reimbursements of Medical Fees, which was filed with the Division of Workers' Compensation on or about June 28, 2007.
3. On or about May 7, 2009, Health Care Provider filed with the Missouri Division of Workers' Compensation, a request for evidentiary hearing in this medical fee dispute proceeding. On June 12, 2009, Employer and Insurer were mailed notice by the Missouri Division of Workers' Compensation of the evidentiary hearing herein scheduled for August 14, 2009.
4. The treatment St. Luke's provided to Mr. Dougherty was related to his work place injury. See, HCP Exhibit 1. In addition, the Health Care Provider's charges for such treatment were fair and reasonable.

RULINGS OF LAW

Health Care Provider has the burden of proof regarding the reasonableness of the medical charges. *Esquivel v. Days Inn*, 959 S.W. 2d 486 (Mo. App. S.D. 1998) has held that a health care provider in a "reasonableness" medical fee dispute procedure, such as this, satisfies its burden of proof by presenting into evidence its itemized billing statement, through its billing supervisor, and by presenting into evidence its certified medical records of the medical services provided to the employee and for which the employer and insurer were billed. *Esquivel* further provides that once the health care provider establishes the reasonableness of the charges in this manner, the burden of proof shifts to the employer and insurer to establish the unreasonableness of the charges. Health Care Provider in this case followed the procedure outlined in *Esquivel*, thus establishing the reasonableness of the charges.

Therefore, I find Health Care provider's charges of \$3,256.00, to be fair and reasonable. I find that Insurer has paid \$2,067.66 toward those charges, leaving the amount of \$1,188.34 unpaid. As the charges are fair and reasonable, and finding no other factual or legal basis for denying the charges, St. Luke's Hospital of Trenton (Employer) and American Home Assurance (Insurer) are ordered to pay St. Luke's Hospital the sum of \$1,188.34.

Date: _____

Made by: _____

Carl Mueller
Administrative Law Judge
Division of Workers' Compensation

A true copy: Attest:

Naomi Pearson
Division of Workers' Compensation