

In the Matter of the Compensation
KENNETH D. WILLSEY, Claimant

WCB Case No. 02-04964

ORDER ON REVIEW

Martin J McKeown, Claimant Attorneys
James B Northrop, SAIF Legal, Defense Attorneys

Reviewing Panel: Members Phillips Polich and Lowell.

Claimant requests review of that portion of Administrative Law Judge (ALJ) Spangler's order that declined to direct the SAIF Corporation to pay a physical therapy bill for a right wrist condition. On review, the issue is the compensability of medical services.

We adopt and affirm the ALJ's order with the following supplementation.

Claimant sustained a compensable right hand/wrist contusion on January 9, 2001, as the result of a slip and fall at work. (Exs. 1; 3-1). In October 2001, claimant received medical treatment for a right wrist sprain condition and a right wrist tendinitis/de Quervain's syndrome condition. (Ex. 2; 3-2). Claimant submitted claims for those conditions.

On October 24, 2001, SAIF denied the sprain and the tendinitis/de Quervain's syndrome conditions. Claimant requested a hearing contesting SAIF's denial.

On November 16, 2001, a prior ALJ approved a Disputed Claim Settlement (DCS) in which SAIF agreed to pay (among other things) all medical billings for the disputed conditions received by SAIF on or before November 7, 2001. (Ex. 3-2). In January 2002, SAIF received a physical therapy bill. SAIF declined to pay that bill on the ground that it was related to the disputed conditions covered by the DCS. Claimant requested a hearing.

The ALJ determined from the record that the disputed medical bill was attributable to the conditions addressed by the November 16, 2001 DCS. Reasoning that the express terms of the agreement required SAIF to pay only those billings that it received on or before November 7, 2001, and finding that the disputed bill had been received in January 2002, the ALJ declined to direct SAIF to pay the disputed medical bill.

We adopt the ALJ's reasoning that the disputed physical therapy bill was treatment associated with conditions covered by the DCS and not attributable to claimant's compensable right wrist contusion condition.¹ Additionally, we agree with the ALJ's reasoning that the November 16, 2001 DCS, expressly obligated SAIF to pay for only such medical bills that it actually received on or before November 7, 2001. Accordingly, we affirm the ALJ's order.

We acknowledge claimant's assertion that disputed physical therapy services were rendered before November 7, 2001. However, we note from the billing statement (Ex. 7) indicates that the provider did not bill SAIF for those services until January 17, 2002. Therefore, SAIF could not have received the billing on or before November 7, 2001. Consequently, we reject claimant's argument that SAIF is obligated to pay the disputed bill.

ORDER

The ALJ's order dated January 3, 2003 is affirmed.

Entered at Salem, Oregon on May 27, 2003

¹ We are authorized to resolve this medical services dispute because it concerns the causal relationship between claimant's medical services and his compensable right wrist condition, as well as enforcement of the parties' previously approved DCS. *See* ORS 656.704(3)(b)(C); ORS 656.283(1); *Howard v. Liberty Northwest Ins.*, 94 Or App 283, 287 (1988); *Clinton H. Pietsch*, 54 Van Natta 1873 (2002); *Mary M Mitchell*, 47 Van Natta 300 (1995).