

Oscar Ruiz vs. Arrowhead Planning Mill; Inc. First Comp

Decision issued: 4/26/11

Issues:

Labor Code Section 5307.1 (fee schedule reimbursement-for professional services) for Dr. Hafezi and California Code Of Regulations Section 9789.33 (outpatient fee schedule reimbursement) Sunset Surgical Center; and unbundling of outpatient surgery center services provided by: Westcove Lab and Sunset Cancer Diagnostic.

Findings:

The Judge found CFC expert witness fee schedule assessment for Dr. Hafezi and Sunset Surgical Center to be correct and ordered reimbursement accordingly. Furthermore, CFC expert witness testified that the services of Wescove Diagnostics were unbundled pathology services and inclusive with the surgical package, and not reimbursable for outpatient services per AD Rule 9789.32. Moreover, CFC expert witness also testified that the radiologic services by Sunset Cancer Center were part of the surgical package and not separately reimbursable. As a result of the testimony both of liens were denied in the entirety.

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PRIORITY

STATE OF CALIFORNIA
Division of Workers' Compensation
Workers' Compensation Appeals Board

Case Nos. ADJ3216479; ADJ6769164

OSCAR RUIZ,

Applicant,

vs.

ARROWHEAD PLANNING MILL INC;
FIRSTCOMP OMAHA,

Defendants.

JOINT
FINDINGS AND ORDERS

Goldman, Magdalin & Krikes
By Aaron Turchin, Attorney for Defendant

Frank Ureno, Hearing Representative
For Lien Claimants, Sunset Surgical Center, Sunset Cancer Diagnostic
and Wescove Laboratory

John Greco, for Lien Claimant
Fred Hafezi, M.D.

The above entitled matters having settled by way of Compromise and Release on May 5, 2010, the matters were set on the liens of Sunset Surgical Center, Sunset Cancer Diagnostic, Wescove Lab and Fred Hafezi, M.D. and regularly submitted, the Honorable Lynn E. Donaldson, Workers' Compensation Administrative Law Judge, now Finds and Orders as follows:

FINDINGS OF FACT

1. Applicant, Oscar Ruiz, born on June 1, 1984 while employed by Arrowhead Planning Mill, Inc. sustained injury to his back, legs and waist on February 21, 2008 and claims to have sustained injury to his psyche, stress and sleep disorder.

2. Based on the evidence presented, it is concluded Wescove Lab shall take nothing herein as the services billed were included within Sunset Surgery Center's billing and the global fee billed by them.

3. It is concluded Sunset Cancer Diagnostic shall take nothing as their services of fluoroscopy and epiduragram are unbundled and are included within the Sunset Surgical Center's fee and are not reimbursable.

4. It is concluded defendant herein shall pay to Sunset Surgery Center the sum of \$4,185.77 for services rendered on April 30, 2009 and July 31, 2009 plus penalties and interest.

5. Based on the evidence as a whole, it is concluded the only amount owing to Fred Hafezi, M.D. totals \$193.76 plus penalties and interest. Defendant shall pay this amount accordingly.

6. As regards the issue raised by defendant that the services were beyond the recommendations of the AME, there is no indication of a re-evaluation to determine if there had been a change in condition by the AME. This issue cannot be ruled on in favor of the defendant.

ORDERS

IT IS ORDERED that Wescove Lab and Sunset Cancer Diagnostic take nothing herein as the services billed were included within Sunset Surgery Center's billing and global fee.

IT IS ORDERED that defendant pay Sunset Surgery Center the sum of \$4,185.77 for services rendered on April 30, 2009 and July 31, 2009 plus penalties and interest.

IT IS FURTHER ORDERED that defendant pay the lien of Fred Hafezi, M.D. the

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