

Oneida Appeals Commission

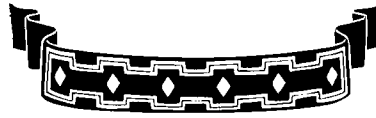
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Trial Court

Robert Shampo,
Petitioner

Docket No. 06-TC-111

vs.

Oneida HRD - Benefits,
Crawford Insurance,
Respondents

Date: January 19, 2007

Final Decision

This case has come before the Oneida Tribal Judicial System, Trial Court. Judicial Officers, Mary Adams, Robert Christjohn and Gerald Cornelius, presiding.

I Background

On June 6, 2006, Robert Shampo, Petitioner, originally filed his claim against, Oneida HRD-Benefits and Crawford Insurance, Respondents, for denial of his request for benefits under Docket Number 06-TC-042. That case was dismissed because Respondents agreed to pay for all related medical expenses requested in this matter.

On December 29, 2006, Petitioner filed another claim against Respondents for not paying his medical bill from October 23, 2006.

A pre-trial hearing was held on January 9, 2007.

II Issues

When a party agrees to pay medical expenses then later decides not to, are they required to pay?

III Analysis

No, Respondents are not required to pay medical bills when the attending physician states this is no longer a workers comp case. According to the Oneida Worker's Compensation Law, Section (6-1), any employee that sustains an injury that arises out of and in the course of employment will be covered under Oneida Worker's Compensation benefits.¹ The Petitioner did not convince this court his ongoing medical issues arose out of and were in the course of his employment.

Findings of Fact:

Petitioner filed a Workers Compensation claim on May 8, 2006 for an injury he received on April 6, 2006. In this claim, Petitioner included that his back pain was reported in 2002 and 2003. As of April 6, 2006 his back began to cause more pain than usual. Petitioner claims his back pain began after he was twisting while lifting bags of money while at work. Petitioner works for the Oneida Bingo & Casino.

Medical records show Petitioner visited Dr. Brock L. Robinson, MD, on May 2, 2006. Dr. Robinson diagnosed him with low back pain. Dr. Robinson saw no reason this incident would not be covered under worker's compensation.

Based on Dr. Robinson's report, on June 12, 2006 Respondent, Crawford Insurance, sent a memo to Petitioner explaining they agreed to pay all medical bills as they relate to this injury. On June 20, 2006 Petitioner submitted a motion to dismiss based on the memo from Crawford Insurance. The trial court dismissed this action with Docket Number 06-TC-042.

¹ Employer's Liabilities: Exclusivity. With respect to any employee who sustains injury or death arising out of and in the course of employment with the employer, such employer shall be liable for the payment of compensation to such employee, the employee's surviving spouse or children, or personal representative, as provided in this law.

On October 23, 2006 Petitioner visited Dr. Robinson again. Dr. Robinson's report stated, "based on the current history, the history from April and history from 2003, I told him I cannot be certain this is actually related to work at this time." On November 13, 2006 Respondent Crawford Insurance, sent a memo to Petitioner denying payment of the medical bill from Dr. Robinson, date of service of October 23, 2006. In a second memo dated November 28, 2006, Respondent, Crawford Insurance, explained, "Dr. Robinson does not give medical support that this treatment is work related at this time." On November 15, 2006, a phone log was faxed to Respondents from Dr. Robinson's office indicating that Petitioner's injury "is no longer a work comp case."

Dr. Robinson's conclusion appears to be based on Petitioner's previous medical history. Petitioner has had ongoing back problems well before his injury in early 2006. An injury report dated June 11, 2003 indicated that on November 27, 1998 Petitioner was diagnosed with chronic back pain and will probably suffer with lower back pain throughout his life. Petitioner's medical reports support that he has had problems with his lower back, left wrist and other such illnesses prior to the November 1998 doctor visit.

Respondents provided testimony to support all past medical bills have been paid by Crawford Insurance. However, the service date of October 23, 2006 has not been paid under Workers Compensation. Respondents rely on Dr. Robinson's report, which claims this is no longer a workers comp case. Therefore, Respondents argue, Petitioner's medical expenses are no longer covered. The discontinuance of payments are well within the Respondent's right in accordance with the Oneida Worker's Compensation Law, Section (6-1).

Conclusions of Law:

Based on the medical reports and transcripts of the hearing the court denies Petitioner's request for relief. Respondents have a right to deny a claim where injury does not arise out of nor in the course of employment.

II Decision

Petitioner's requested relief is denied.

It is so ordered.

By the authority vested in the Oneida Tribal Judicial System pursuant to Resolution 8-19-91A of the General Tribal Council it is so held on this 19th day of January 2007, in the matter of Robert Shampo vs. Oneida HRD - Benefits, Crawford Insurance, Docket No. 06-TC-111.



Mary Adams, Lead Judicial Officer



Robert Christjohn, Judicial Officer



Gerald Cornelius, Judicial Officer