

The Seal of the State of Alaska is a circular emblem. The outer ring contains the text "THE SEAL OF THE STATE" at the top and "OF ALASKA" at the bottom. The central image depicts a landscape with a large mountain range in the background, a body of water in the middle ground, and a small settlement or fort in the foreground. A ship is visible on the water. The seal is rendered in a black and white, woodcut-style illustration.

Juneau, Alaska 99811-5512

Insurer,
Defendants.

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) FINAL DECISION AND ORDER
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) AWCB Case No. 202414279
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) AWCB Decision No. 25-0080
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) Filed with AWCB Anchorage, Alaska
) on November 20, 2025
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ISSUES

Employee requests an order awarding medical and transportation costs for medical treatment on January 28, 2024.

Employer contends that neither Employee nor the medical provider provided the medical bill within 180 days of the date the medical services were provided. It contends Employee failed to provide a travel log. Employer requests an order denying medical and transportation costs.

1) Is Employee entitled to medical and transportation costs?

Employee contends he missed nine days of work due to the work injury. He requests an order awarding temporary total disability (TTD) benefits.

Employer contends Employee failed to provide any medical evidence that he was unable to work or restricted from working. It contends he failed to raise the presumption of compensability. Employer requests an order denying Employee's request for TTD benefits.

2) Is Employee entitled to TTD benefits?

Employee contends he is entitled to a penalty and interest on medical and transportation costs and on TTD benefits.

Employer contends Employee failed to prove he is entitled to any benefits. It requests an order denying penalty and interest.

3) Is Employee entitled to a penalty and interest?

FINDINGS OF FACT

A preponderance of the evidence establishes the following facts and factual conclusions:

1) On January 28, 2024, Employee went to the emergency room and presented with frostbite on his bilateral fingers. He said he was working on a roof the day before in -10 degree weather as part of his duties "and an employee of Home Depot through a temp agency." Employee's fingers were "somewhat tender and erythematous" "at the distal tip." He was diagnosed with early-stage frostbite, prescribed and provided ibuprofen, prescribed hydrocodone acetaminophen for breakthrough pain, and recommended to prevent "further cold injury in the next week to prevent further damage to the fingers." Employee was instructed, "It is very important to prevent repeat cold exposure especially over the next week. Apply over-the-counter burn cream

as elevated, vitamin-E in it. Take ibuprofen 600 mg every 6 hours as needed for pain. Take the Norco as needed for breakthrough pain.” (Blaine Norton, MD, record, January 28, 2024).

2) On January 29, 2024, Workers’ Compensation Division (Division) staff emailed Employee an “Employee Report of Occupational Injury or Illness to Employer” form and instructed him to submit it to Employer along with a copy of the “Employer Report of Occupational Injury or Illness” form. (Email, January 29, 2024).

3) On March 21, 2024, Division staff emailed Employee an “Employee Report of Occupational Injury or Illness to Employer” form and instructed him to email it to workerscomp@alaska.gov once he filled it out. (Email, March 21, 2024).

4) On October 7, 2024, Employee emailed Division staff stating, “I submitted this claim for this a while ago and haven’t received any feedback from the employer. Please provide guidance.” He attached an “Employee Report of Occupational Injury or Illness to Employer” form dated January 30, 2024, stating he sustained frostbite from exposure to below freezing temperatures on January 27, 2024. Employee attached a letter dated January 29, 2024 from Dr. Norton stating, “Kevin Haynes was seen and treated in our emergency department on 1/28/2024. The patient should have their duties as modified below (Patient should not be out in the cold for the next 7-10 days to prevent repeat cold exposure as he has a mild frostbite injury.).” (Email, October 7, 2024; Employee Report of Occupational Injury or Illness to Employer, January 30, 2024; Letter, January 28, 2024).

5) On October 15, 2024, Employee sought a penalty for late-paid compensation for a frostbite injury that occurred on January 27, 2024, while working on a roof, and stated he “was out of work for a week,” and “the injury took over 2 months to completely heal.” He did not fill out the employer information, nor the adjuster information, on the claim form. Under the reason for filing the claim, Employee wrote, “Employer, never submitted any paperwork.” (Claim for Workers’ Compensation Benefits, October 15, 2024). The transmittal email he submitted with the claim form to the Division stated:

I am submitting this form as I am employed through a temporary agency. In the first quarter of the year I received frostbite, went to the emergency room where I was diagnosed with 1st degree frostbite. I was not to work in the cold for 7 days (I was scheduled to work on the same jobsite for an additional 8-9 days at \$30 an hour). To my knowledge, People Ready didn’t submit any paperwork to the

correct entity please advise if I'm filing the correct paperwork. (Email, October 15, 2024).

6) On October 22, 2024, the Division rejected Employee's October 15, 2024 claim for failing to include his employer's and adjuster's name and address. (Letter, October 22, 2024).

7) On October 24, 2024, Employee sought TPD benefits, medical and transportation costs, penalty for late paid compensation, and interest. He provided his telephone number, mailing address, and email address. (Claim for Workers' Compensation Benefits, October 24, 2024).

8) On October 25, 2024, Employer reported Employee sustained frostbite on his fingertips when he was on the roof removing snow on January 27, 2024. (First Report of Injury, October 25, 2024).

9) On October 25, 2024, the Division served Employer with the October 24, 2024 claim. (Letter, October 25, 2024).

10) On November 4, 2024, Schwarting entered her appearance on behalf of Employer. (Entry of Appearance, November 4, 2024).

11) On November 7, 2024, Employer answered Employee's October 24, 2025 claim and denied he was entitled to TTD benefits as it had not received any medical evidence support the need for time-loss benefits, asserted his claim for medical and transportation benefits may be barred under AS 23.30.100(a) because there was no evidence he reported the work injury within 30 days of the injury, denied a penalty and interest because Employee had not proven entitlement to any underlying benefits, and asserted that AS 23.30.100(a) may bar his claim in its entirety. (Answer, November 7, 2024).

12) On December 3, 2024, the Board designee attempted to contact Employee at his telephone number of record for a prehearing conference but was unsuccessful. The summary explained the "Workers' Compensation and You" pamphlet would be provided to him. (Prehearing Conference Summary, December 3, 2024).

13) On December 4, 2024, Employee was provided a copy of the "Workers' Compensation and You" pamphlet with the December 3, 2024 Prehearing Conference Summary by first-class mail to his address of record. (Prehearing Conference Summary Served and Envelope, December 4, 2024).

14) The "Workers' Compensation and You" pamphlet explained injured workers needed to provide a log of travel expenses to the employer and receipts for actual travel expenses. (Workers' Compensation and You).

15) On February 5, 2025, the parties attended a prehearing conference and the Board designee “explained to EE the importance of filing the evidence to support his claim and encouraged open communications between the parties.” (Prehearing Conference Summary, February 5, 2025).

16) On February 5, 2025, Employee walked into the Anchorage Division office after his earlier prehearing conference asking where to send the medical records discussed in the prehearing conference. Division staff provided Schwarting’s email address and made a copy of the medical records for Employee’s file, including the January 28, 2024 medical record. He also provided an “Itemization of Hospital Services” dated February 1, 2024 totaling \$991.70, \$957.18 for the emergency room and \$34.52 for ibuprofen, stating,

Per your request, attached is the itemization of hospital services for care you received at ALASKA REGIONAL HOSPITAL on 01/28/2025. Please note that this is not a bill and does not show the amount you owe. If there is a balance due it will be sent separately on a statement from the hospital once payments from your insurance company or other adjustments are applied to the total shown here.

This is an itemization of your hospital services only. Other professional services provided by physician and other healthcare providers who do not work for the hospital are not part of the hospital bill. These other providers may bill separately for their services. . . .

Employee also included a statement dated April 28, 2024 from Alaska Regional Hospital for \$72.89 for “Hospital Services;” there was no billing code provided on this bill. Division staff provided Schwarting’s email address to Employee. (Agency file: Walk In Entry, February 5, 2025; Medical records, February 5, 2025).

17) On March 12, 2025, the parties attended a prehearing conference:

The ER stated the adjuster reached out to the doctors because they needed the coding bill and the CPT code. The case is currently pending, and they are unable to move forward with the time loss until they can get the medical bills.

The designee noted that the EE contacted the board and stated he was frustrated by how long the case was taking. The designee reminded the EE that sometimes cases are outside of the parties’ hands, and for example, the adjuster now has to wait for the medical provider to respond. The designee assured the EE that he is doing what he has to do to move his case forward by complying and sending the necessary information to the ER. EE noted his interest in hiring an attorney. The EE confirmed he had a list of attorneys. (Prehearing Conference Summary, March 12, 2025).

18) On April 10, 2025, the designee held a prehearing conference:

This prehearing was scheduled to get a case status on outstanding medical bills and the status of the doctor's response regarding bill coding and CPT code that was requested by the adjuster. The EE did not attend this prehearing. The designee called the EE and left a message, that if he would like to attend the prehearing to contact the board.

The ER did not have anything new to report and has not heard back from the provider, the Alaska Regional Emergency Room. The ER noted that hospitals don't always respond quickly. The designee would like to encourage the EE to contact the provider himself to try to speed up the process, as oftentimes, they may react faster if it comes from the patient directly.

A follow-up prehearing was set to get another status and allow the EE to attend. Hopefully, by the next prehearing, the EE was able to contact the provider so the adjuster can get the information needed to speed up the process. (Prehearing Conference Summary, April 10, 2025).

19) On May 13, 2025, the parties attended a prehearing conference:

This prehearing was set to follow up on the outstanding medical bills and to allow the EE to attend, since he did not attend the 4/10/25 prehearing.

The ER noted that the adjuster and she have been regularly working on getting the records, but no new updated records have been received, and they have not received any of the information requested. The designee asked the EE if he had tried to reach out to the provider, Alaska Regional, and the EE stated he had a couple of months ago and stated he filed everything he had. The designee encouraged the EE that going in person might help to get the information and to ensure that he asks about the bill coding and CPT code, which the adjuster requested. The EE stated he would try again. (Prehearing Conference Summary, May 13, 2025).

20) On August 11, 2025, Employee requested a hearing on his October 24, 2024 claim. (Affidavit of Readiness for Hearing, August 11, 2025).

21) On August 22, 2025, Employer stated it was "not opposed to setting this matter for hearing, although they still have not received the hospital bills for which the employee claims payment." It requested the late reporting defense be added to the issues for any hearing. (Affidavit of Krista M. Schwarting in Opposition to Affidavit of Readiness for Hearing, August 22, 2025).

22) On September 16, 2025, the designee scheduled an oral hearing on Employee's October 24 2024 claim on TTD benefits, medical and transportation costs, penalty and interest. The

designee directed the parties to file and serve evidence on October 16, 2025, and to file witness lists and hearing briefs by October 29, 2025. (Prehearing Conference Summary, September 16, 2025).

23) On October 29, 2025, Employer filed a hearing brief contending Employee failed to attach the presumption of compensability for TTD as the emergency room doctor did not restrict Employee from working. It contended Employee failed to present a coded medical bill, a transportation log, and any out-of-pocket medical bills. Employer contended Alaska Regional Hospital also failed to provide a coded medical bill and it is barred from requesting payment under AS 23.30.097(h). It contended Employee is not entitled to a penalty or interest because he failed to prove he is entitled to any benefits. Employer requested Employee's claim be denied in its entirety. (Employer's Hearing Brief, October 29, 2025).

24) At hearing, Employee testified he was working for Employer when he was injured. He had accepted a 10-day job in the PeopleReady online portal, working 10 hour days for \$30 per hour. After Employee finished working on the first day shoveling snow, he noticed his fingertips were swollen and throbbing. When he woke up the next day, the pain was the same, so he went to the emergency room to get a work note. Employee was told he had frostbite and could not be exposed to the cold, if he had continued to work in the cold, he risked potential finger amputation. The following Monday, he went to Employer in person and provided the work note and informed them of the work injury after he had stopped by the Division and was told to report his injury to his employer. Employee did not work the remaining nine days of that job and he did not ask for another job that accommodated his restriction when he informed Employer of the work injury. He went to the billing and coding department at Alaska Regional Hospital and asked for the bills for his medical treatment and submitted them to the Division. Employee emailed Employer's attorney the five-page medical record on February 7, 2025. He has not received any collections notices for the medical treatment, just reminders that he owes money; he did not pay for the medical treatment. Employee did not file any supporting documentation for transportation costs. He continued working for Employer once he recovered from the work injury. Employee stopped working for Employer after experiencing discriminative behavior. (Record).

25) At hearing, Employee contended he missed nine days of work due to the work injury as he was restricted from working in the cold. He contended he submitted the bills he received from

the medical provider. Employee contended Employer should be penalized for how unfairly they treated him, including failing to timely report the injury. (Employee).

26) At hearing, Employer reiterated its hearing brief arguments. It contended Employee was not restricted from working, just from working in a cold environment, and he failed to provide a preliminary link between his work injury and any inability to earn the wages he had received at the time of injury in any other employment. Employer contended it has not received a coded bill from Employee or from the medical provider. (Record).

PRINCIPLES OF LAW

AS 23.30.070. Report of injury to division. (a) Within 10 days from the date the employer has knowledge of an injury or death or from the date the employer has knowledge of a disease or infection, alleged by the employee or on behalf of the employee to have arisen out of and in the course of the employment, the employer shall file with the division a report setting out. . . .

. . . .

(f) An employer who fails or refuses to file a report required of the employer by this section or who fails or refuses to file the report required by (a) of this section within the time required shall, if so required by the board, pay the employee or the legal representative of the employee or other person entitled to compensation by reason of the employee's injury or death an additional award equal to 20 percent of the amounts that were unpaid when due. The award shall be against either the employer or the insurance carrier, or both.

AS 23.30.095. Medical treatments, services, and examinations. (a) The employer shall furnish medical, surgical, and other attendance or treatment, nurse and hospital service, medicine, crutches, and apparatus for the period which the nature of the injury or the process of recovery requires, not exceeding two years from and after the date of injury to the employee. . . .

AS 23.30.097. Fees for medical treatment and services. (a) All fees and other charges for medical treatment or service are subject to regulation by the board consistent with this section. A fee or other charge for medical treatment or service

(1) rendered in the state may not exceed the lowest of

(A) the usual, customary, and reasonable fees for the treatment or service in the community in which it is rendered, for treatment or service provided on or after December 31, 2010, not to exceed the fees or other charges as specified in the fee schedules established by the medical services review

committee and adopted by the board in regulation; the fee schedules must include

(i) a physician fee schedule based on the federal Centers for Medicare and Medicaid Services' resource-based relative value scale;

(ii) an outpatient and ambulatory surgical center fee schedule based on the federal Centers for Medicare and Medicaid Services' ambulatory payment classification; and

(iii) an inpatient hospital fee schedule based on the federal Centers for Medicare and Medicaid Services' Medicare severity diagnosis related group;

(B) the fee or charge for the treatment or service when provided to the general public; or

(C) the fee or charge for the treatment or service negotiated by the provider and the employer under (c) of this section;

....

(d) An employer shall pay an employee's bills for medical treatment under this chapter, excluding prescription charges or transportation for medical treatment, within 30 days after the date that the employer receives the provider's bill or a completed report as required by AS 23.30.095(c), whichever is later.

....

(f) An employee may not be required to pay a fee or charge for medical treatment or service provided under this chapter.

....

(h) A provider of medical treatment or services may receive payment for medical treatment and services under this chapter only if the bill for services is received by the employer within 180 days after the later of

(1) the date of service; or

(2) the date that the provider knew of the claim and knew that the claim related to employment.

....

AS 23.30.120. Presumptions. (a) In a proceeding for the enforcement of a claim for compensation under this chapter it is presumed, in the absence of substantial evidence to the contrary, that

(1) the claim comes within the provisions of this chapter. . . .

Benefits sought by an injured worker are presumed compensable. *Meek v. Unocal Corp.*, 914 P.2d 1276 (Alaska 1996). The presumption applies to any claim for compensation under the workers' compensation statute. *Id.* The presumption involves a three-step analysis. To attach the presumption, an employee must first establish a "preliminary link" between his injury and the employment. *Tolbert v. Alascom, Inc.*, 973 P.2d 603, 610 (Alaska 1999). "An offer of 'some evidence' that the claim arose out of the worker's employment is sufficient." *Id.* Credibility is not examined at the first step. *Veco, Inc. v. Wolfer*, 693 P.2d 865 (Alaska 1985).

Once the preliminary link is established, the employer has the burden to overcome the presumption with substantial evidence. *Wien Air Alaska v. Kramer*, 807 P.2d 471 (Alaska 1991). "Substantial evidence" is such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. *Tolbert v. Alascom, Inc.*, 973 P.2d 603 (Alaska 1999). At the second step of the analysis, the employer's evidence is viewed in isolation, without regard to the claimant's evidence. Issues of credibility and evidentiary weight are deferred until after a determination whether the employer has produced a sufficient quantum of evidence to rebut the presumption. *Norcon, Inc. v. Alaska Workers' Comp. Bd.*, 880 P.2d 1051, 1054 (Alaska 1994); *Wolfer* at 869-870.

If the presumption is raised but not rebutted, the claimant prevails and need not produce further evidence. *Williams v. State*, 938 P.2d 1065, 1075 (Alaska 1997). If the employer's evidence is sufficient to rebut the presumption, it drops out, and the employee must prove his case by a preponderance of the evidence. *Louisiana Pacific Corp. v. Koons*, 816 P.2d 1379, 1381 (Alaska 1991). This means the employee must "induce a belief" in the minds of the fact finders the facts being asserted are probably true. *Saxton v. Harris*, 395 P.2d 71, 72 (Alaska 1964). In the third step, evidence is weighed, inferences are drawn, and credibility is considered. *Steffey v. Municipality of Anchorage*, 1 P.3d 685 (Alaska 2000). The presumption does not apply if there is no factual dispute. *Rockney v. Boslough Construction Co.*, 115 P.3d 1240 (Alaska 2005).

AS 23.30.150. Commencement of compensation. Compensation may not be allowed for the first three days of the disability, except the benefits provided for in AS 23.30.095; if, however, the injury results in disability of more than 28 days, compensation shall be allowed from the date of the disability.

AS 23.30.155. Payment of compensation. . . .

(e) If any installment of compensation payable without an award is not paid within seven days after it becomes due, as provided in (b) of this section, there shall be added to the unpaid installment an amount equal to 25 percent of it. This amount shall be paid at the same time as, and in addition to, the installment, unless notice is filed under (d) of this section or unless the nonpayment is excused by the board after a showing by the employer that owing to conditions over which the employer had no control the installment could not be paid within the period prescribed for the payment. The additional amount shall be paid directly to the recipient to whom the unpaid installment was to be paid.

. . . .

(p) An employer shall pay interest on compensation that is not paid when due. Interest required under this subsection accrues at the rate specified in AS 09.30.070(a) that is in effect on the date the compensation is due.

A workers' compensation award accrues legal interest from the date it should have been paid.

Land and Marine Rental Co. v. Rawls, 686 P.2d 1187, 1192 (Alaska 1984).

AS 23.30.185. Compensation for temporary total disability. In case of disability total in character but temporary in quality, 80 percent of the injured employee's spendable weekly wages shall be paid to the employee during the continuance of the disability. Temporary total disability benefits may not be paid for any period of disability occurring after the date of medical stability.

Phillips Petroleum Co. v. Alaska Industrial Board, 17 Alaska 658, 663 (Alaska 1958) said, "The law contemplates that the injured workman will do everything humanly possible to restore himself to his normal strength so as to minimizes his damages."

Lowe's v. Anderson, AWCAC Dec. No. 130 (March 17, 2010), explained to obtain TTD benefits, assuming the presumption has been rebutted, an injured worker must establish: (1) she is disabled as defined by the Act; (2) her disability is total; (3) her disability is temporary; and (4) she has not reached the date of medical stability as defined in the Act. *Id.* at 13-14.

"The concept of disability compensation rests on the premise that the primary consideration is not medical impairment as such, but rather loss of earning capacity related to that impairment." *Vetter v. Alaska Workmen's Compensation Board*, 524 P.2d 264, 266 (Alaska 1974). An award of compensation must be supported by a finding the claimant suffered a decrease in earning

capacity due to a work-connected injury or illness. *Id.* *Vetter* further held where a claimant, through voluntary conduct unconnected with his or her injury, leaves the labor market, there is no compensable disability. Expanding on its ruling in *Vetter*, however, the Alaska Supreme Court (Court), in *Cortay v. Silver Bay Logging*, 787 P.2d 103, 106 (Alaska 1990) noted the definition of “disability” in AS 23.30.395 says nothing about an employee’s reasons for leaving work. The issue is whether the claimant is able to work despite his injury, not why he is no longer working.

If a claimant voluntarily removes himself from the labor market, he can be disqualified from indemnity benefits. *Humphrey v. Lowe’s Home Improvement Warehouse, Inc.*, 337 P.3d 1174 (Alaska 2014). Interpreting both *Vetter* and *Cortay*, the Alaska Workers’ Compensation Appeals Commission, in *Strong v. Chugach Electric Assoc. Inc.*, AWCAC Dec. No. 128 (February 12, 2010), held where an employee’s unemployment is because of his work injury, and his earning capacity is impaired, he is entitled to compensation. *Strong* set the legal standard as “unemployed but willing to work and making reasonable efforts to return to work” when deciding if an unemployed injured worker’s loss of earnings is due to a compensable disability or an otherwise non-compensable voluntary withdrawal from the work force. *Id.* at 20.

In *Bignell v. Wise Mechanical Contractors*, 651 P.2d 1163, 1168 (Alaska 1982), the Court stated

Vocational rehabilitation is but one way by which an injured employee mitigates the damages he suffers as a result of an industrial accident. It has been recognized by both case law and statute that an injured employee must submit to reasonable medical treatment. There is no reason why a similar rule should not apply to mitigation through vocational rehabilitation, particularly given our statutory scheme which awards compensation for unscheduled permanent partial disabilities by reference to the impairment of earning capacity.

AS 23.30.395. Definitions. In this chapter,

....

(16) “disability” means incapacity because of injury to earn the wages which the employee was receiving at the time of injury in the same or any other employment;

8 AAC 45.082. Medical treatment. . . .

(d) Medical bills for an employee's treatment are due and payable no later than 30 days after the date the employer received the medical provider's bill, a written justification of the medical necessity for dispensing a name-brand drug product if required for the filling of a prescription that was part of the treatment, and a completed report in accordance with 8 AAC 45.086(a). Unless the employer controverts the prescription charges or transportation expenses, an employer shall reimburse an employee's prescription charges or transportation expenses for medical treatment no later than 30 days after the employer received the medical provider's completed report in accordance with 8 AAC 45.086(a), a written justification of the medical necessity for dispensing a name-brand drug product if required for the filling of a prescription that was part of the treatment, and an itemization of the prescription numbers or an itemization of the dates of travel, destination, and transportation expenses for each date of travel.

8 AAC 45.083. Fees for medical treatment and services. (a) A fee or other charge for medical treatment or service may not exceed the maximums in AS 23.30.097. The fee or other charge for medical treatment or service. . . .

8 AAC 45.084. Medical travel expenses. (a) This section applies to expenses to be paid by the employer to an employee who is receiving or has received medical treatment.

(b) Transportation expenses include

(1) a mileage rate, for the use of a private automobile, equal to the rate the state reimburses its supervisory employees for travel on the given date if the usage is reasonably related to the medical examination or treatment;

(2) the actual fare for public transportation if reasonably incident to the medical examination or treatment; and

(3) ambulance service or other special means of transportation if substantiated by competent medical evidence or by agreement of the parties.

(c) It is the responsibility of the employee to use the most reasonable and efficient means of transportation under the circumstances. If the employer demonstrates at a hearing that the employee failed to use the most reasonable and efficient means of transportation under the circumstances, the board may direct the employer to pay the more reasonable rate rather than the actual rate.

(d) Transportation expenses, in the form of reimbursement for mileage, which are incurred in the course of treatment or examination are payable when 100 miles or more have accumulated, or upon completion of medical care, whichever occurs first.

ANALYSIS

1) Is Employee entitled to medical and transportation costs?

There is no factual dispute that Employee sustained frostbite while working for Employer on January 27, 2024, and obtained medical treatment on January 28, 2024, at Alaska Regional Hospital; the only medical treatment Employee underwent for the work injury. *Rockney*. Employer contended it has not received a bill from the medical provider or Employee to date.

Employer is required to pay for medical treatment pursuant to the Alaska Workers' Compensation Act (Act). The Act provides that Employer must pay for a medical bill for medical treatment provided under the Act within 30 days after the date it received the provider's bill or completed a report as required by AS 23.30.095(c), whichever is later. AS 23.30.097(d). Employer received the January 28, 2024 medical report on February 5, 2025. Employee filed the February 1, 2024 "Itemization of Hospital Services" and the April 28, 2024 statement on February 5, 2025. But he did not serve them on Employer as he was directed to do on February 5, 2025, by Division staff. Furthermore, the February 1, 2024 "Itemization of Hospital Services" was not a medical bill, and the April 28, 2024 statement was a bill, but it did not contain any billing codes to enable Employer to calculate the payment due under the Alaska Workers' Compensation Medical Fee Schedule as required in AS 23.30.097 and 8 AAC 45.083. There is no evidence that Alaska Regional Hospital ever submitted a bill to Employer, although both Employee and Employer tried to obtain them.

The Act also provides that a medical provider may receive payment for medical treatment and services if the bill is received by Employer within 180 days after the later of the date of service or the date the provider knew of the claim and knew that it was related to employment. AS 23.30.097(h). The January 28, 2024 medical record shows Employee informed the medical provider it was a work-related injury as it stated, "He said he was working on a roof the day before in -10 degree weather as part of his duties 'and an employee of Home Depot through a temp agency.'" As there is no evidence Employer received the medical provider's bill and it has been more than 180 days after January 29, 2024, the date of service when the medical provider

was informed the injury was work related, the panel cannot direct Employer to pay Alaska Regional Hospital for the itemization and statement Employee provided. Employee's request for an order awarding medical costs will be denied.

Employee is advised that AS 23.30.097(f) bars the collection of a fee or charge for medical treatment or service from an injured worker in a workers' compensation case. Efforts to collect such a fee from Employee may constitute an unlawful trade practice under AS 45.50.471(a) and AS 45.50.471(b)(14). Employee may contact the State of Alaska, Department of Law, Consumer Protection Unit, Commercial and Fair Business Practices Section at (907) 269-5200 if Alaska Regional Hospital seeks to collect a fee from him for the medical treatment on January 28, 2024. The Consumer Protection Unit of the Alaska Attorney General's Office investigates unfair or deceptive business practices and files legal action on behalf of the State of Alaska to stop such practices. While the panel cannot direct Employer to pay Alaska Regional Hospital for the itemization and statement Employee provided, Alaska Regional Hospital may file its own claim to pursue reimbursement under the Act. Employee may provide this decision to Alaska Regional Hospital and direct their attention to this section.

Employee acknowledged he did not file any supporting documentation for transportation costs as is required under 8 AAC 45.082(d) and 8 AAC 45.084. Employee was provided the "Worker's Compensation and You" pamphlet on December 3, 2024, which explained he needed to provide a log of travel expenses to Employer and receipts for actual travel expenses. Employee's request for an order awarding transportation costs will be denied.

2) Is Employee entitled to TTD benefits?

Employee requests an order awarding him TTD benefits for the nine days he contended was unable to work due to the work injury. TTD benefits for the first three days of disability are not allowed unless the injury resulted in a disability of more than 28 days. AS 23.30.150. Therefore, only six days of TTD benefits may be awarded. *Id.* Employer contended Employee failed to raise the presumption of compensability that he was totally disabled as the work note only restricted him from working in a cold environment, not from working entirely. TTD

benefits are presumed compensable. *Meek*; AS 23.30.120(a). To attach the presumption, Employee must establish a preliminary link between his injury and his employment. *Tolbert*.

An employee is entitled to TTD benefits when he is temporarily and totally disabled due to a work injury. AS 23.30.185. “Disability” means incapacity because of a work injury to earn the wages which Employee was receiving at the time of injury in the same or any other employment. AS 23.30.395(16). Employee must attach the presumption that he was totally unable to earn the wages he was receiving at the time of injury in the same or any other employment due to work injury.

Employee testified he accepted a 10-day job from Employer’s website involving shoveling snow and he was restricted from working in the cold because he sustained frost bite while working the first day of the 10-day job for Employer. The medical record shows he was diagnosed with early-stage frostbite on January 28, 2024, and he was restricted from working in the cold for seven to 10 days. Employer is a staffing agency, and Employee selected the 10-day job in the job portal. When Employee informed Employer of the work injury on January 29, 2024, he did not ask for another job that accommodated his restriction from working in the cold. The primary consideration for TTD is loss of earning capacity due to a work-related injury. *Vetter*. The issue is whether Employee was able to work despite his injury. *Cortay*. He must make reasonable efforts to return to work. *Strong*; *Bignell*. The work restriction prevented him from working in the cold for up to ten days, so Employee was unable to finish the 10-day job he accepted from Employer’s website. The work restriction did not prevent him from accepting another job that was not in cold conditions. Employee did not seek another temporary job after his work injury that accommodated his cold restriction. Employee presented no evidence that he was totally unable to earn the wages he was receiving at the time of injury in the same or any other employment due to work injury. He failed to raise the presumption that he was totally disabled. Employee’s request for an order awarding TTD benefits will be denied.

3) Is Employee entitled to a penalty and interest?

Because Employee is not entitled to medical and transportation costs or TTD benefits, he is not entitled to a penalty for late-paid compensation, interest, or a penalty for late-reporting by Employer of the injury to the Division. AS 23.30.070(f); AS 23.30.155(e); AS 23.30.155(p).

CONCLUSIONS OF LAW

- 1) Employee is not entitled to medical and transportation costs.
- 2) Employee is not entitled to TTD benefits.
- 3) Employee is not entitled to a penalty and interest.

ORDER

Employee's October 24, 2024 claim is denied.

Dated in Anchorage, Alaska on November 20, 2025.

ALASKA WORKERS' COMPENSATION BOARD

/s/

Kathryn Setzer, Designated Chair

/s/

Sara Faulkner, Member

APPEAL PROCEDURES

This compensation order is a final decision. It becomes effective when filed in the office of the board unless proceedings to appeal it are instituted. Effective November 7, 2005 proceedings to appeal must be instituted in the Alaska Workers' Compensation Appeals Commission within 30 days of the filing of this decision and be brought by a party in interest against the boards and all other parties to the proceedings before the board. If a request for reconsideration of this final decision is timely filed with the board, any proceedings to appeal must be instituted within 30 days after the reconsideration decision is mailed to the parties or within 30 days after the date the reconsideration request is considered denied due to the absence of any action on the reconsideration request, whichever is earlier. AS 23.30.127.

An appeal may be initiated by filing with the office of the Appeals Commission: 1) a signed notice of appeal specifying the board order appealed from and 2) a statement of the grounds upon which the appeal is taken. A cross-appeal may be initiated by filing with the office of the Appeals Commission a signed notice of cross-appeal within 30 days after the board decision is

filed or within 15 days after service of a notice of appeal, whichever is later. The notice of cross-appeal shall specify the board order appealed from and the ground upon which the cross-appeal is taken. AS 23.30.128.

RECONSIDERATION

A party may ask the board to reconsider this decision by filing a petition for reconsideration under AS 44.62.540 and in accord with 8 AAC 45.050. The petition requesting reconsideration must be filed with the board within 15 days after delivery or mailing of this decision.

MODIFICATION

Within one year after the rejection of a claim, or within one year after the last payment of benefits under AS 23.30.180, 23.30.185, 23.30.190, 23.30.200, or 23.30.215, a party may ask the board to modify this decision under AS 23.30.130 by filing a petition in accord with 8 AAC 45.150 and 8 AAC 45.050.

CERTIFICATION

I hereby certify the foregoing is a full, true and correct copy of the Final Decision and Order in the matter of Kevin Haynes, employee / claimant v. PeopleReady, Inc., employer; AIU Insurance Co., insurer / defendants; Case No. 202414279; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served on the parties by certified U.S. Mail, postage prepaid, on November 20, 2025.

/s/

Trisha Palmer, Workers' Compensation Technician