ALASKA WORKERS' COMPENSATION BOARD

P.O. Box 115512 Juneau, Alaska 99811-5512

IZABELLA I. NEGUS, Employee, Claimant, v. PROVIDENCE HEALTH & SERVICES, Self-Insured Employer, Defendant.	)	INTERLOCUTORY DECISION AND ORDER AWCB Case No. 202411787 AWCB Decision No. 26-0006 Filed with AWCB Anchorage, Alaska on January 22, 2026

Izabella I. Negus's (Employee) October 13, 2025 petition to revise the Second Independent Medical Evaluation (SIME) form was heard on the written record on January 6, 2026, in Anchorage, Alaska, a date selected on December 2, 2025. A November 19, 2025, hearing request gave rise to this hearing. Attorney Daniel Moxley represented Employee. Attorney Jeffrey Holloway represented Providence Health & Services (Employer). The record closed after deliberations concluded on January 7, 2026.

ISSUE

Employee contends the SIME form should be revised because there was no manifestation of mutual assent to the physician or specialty since she was unrepresented by an attorney when she signed it, she has difficulty comprehending English, the Board designee misled her at a prehearing conference about the physician and specialist selection, and the SIME form does not make a clear selection of a physician or specialty for the SIME. She requests an order revising the SIME form "either to make clear what, if anything, the parties are agreeing to or to leave all decisions as to specialty and physician up to the Board or its designee."

Employer contends the mutually signed SIME form is a binding stipulation and has the effect of an order unless a party is relieved from the terms of the stipulation for good cause. It contends the SIME form is not ambiguous or unclear because it clearly stated Employee would be seen by two physicians, a physical medicine physician and a neurologist, and listed "Kasendorf" and "Barkodar." Employer contends Employee's unilateral mistake is not good cause sufficient to relieve her from the stipulation. It requests an order denying Employee's petition to revise the SIME form.

Should Employee's petition to revise the SIME form be granted?

FINDINGS OF FACT

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

1) On August 24, 2024, Employee reported she bent down to put shoes on a patient and struck the top of her head when she stood up. She started having shooting pain in her neck and shoulders. (First Report of Injury, September 3, 2024).

2) On September 5, 2024, Employee went to Providence ExpressCare for evaluation and treatment of neck and upper back pain since August 24, 2024, when she stood up while assisting a patient and "accidently hit the bedside table." She described the pain as constant, sometimes sharp and rated it seven out of ten. Taking Tylenol and Motrin provided mild relief. Employee was diagnosed with a neck strain and muscle spasm. She was provided with a ketorolac injection and prescribed metaxalone. (Lovel Paul, ARNP, record, September 5, 2024).

3) On September 10, 2024, Employee visited Martin Glaves, DO, for evaluation of persistent and worsening neck pain after a work injury on August 24, 2024. She had hit her "head/neck" on the moving assistive devise, Sara Stedy, and had pain since 15 minutes after the injury. The pain was aching and stretching in quality, rated five and seven out of ten in intensity, spreading from her neck and radiating down her shoulders and across her back and down into her upper lumbar spine. It worsened with activity; she had limits in her range of motion secondary to pain when looking up or down and using her shoulders in front of her body or above her head. Methocarbamol was somewhat helpful, but she could not take it during the day because it made her too sleepy. Tylenol and ibuprofen had minimal effect on her pain. Dr. Glaves noted she did not have any over neurologic symptoms, but her pain had been worsening rather than improving. He diagnosed

cervicalgia. Dr. Glaves recommended x-rays due to the worsening pain and changed her medication to tizanidine. He restricted her from working for one week and referred her to physical therapy. (Glaves record, September 10, 2024).

4) On September 18, 2024, Employee reported constant pain and rated it eight or nine out of ten. She felt a stretching burning pain from her neck, radiating down her dorsal shoulders to her upper back, and down to her lower back. Employee had minimal response to topical analgesics and did not respond to tizanidine. The physical therapist recommended a six-week course of therapy twice per week and "would like her out of work until therapy is completed." She had some headaches that started at the base of her skill and radiated around her head. Dr. Glaves diagnosed cervicalgia, myofascial pain, and somatic dysfunction, performed osteopathic manipulative treatment (OMT), and prescribed cyclobenzaprine. (Glaves record, September 18, 2024).

5) On October 16, 2024, Employee thought she was slowly improving but continued to have tight pain through her neck, shoulders, and into her back. It got much worse if she did any sort of activity, like unloading groceries from her car, and if she lifted anything, even her small children. The muscle relaxer helped at night, but she continued to have limited range of motion in her neck and shoulders. Dr. Glaves performed OMT and myofascial release in the thoracic, lumbar, and cervical spine for somatic dysfunction. He prescribed duloxetine for muscle spasm of the head and neck. Dr. Glaves noted:

> [Employee] has very odd hyper facilitation of her nerves. Her x-rays were normal[.] I do not find any focal neurologic deficits but it seems that the nerve facilitation for what ever [sic] reason is occurring is perpetuating her pain. Will trial duloxetine as this may help decrease pain signaling the spinal cord[;] call made to pain judgment for phone consultation. She may need a in person consultation as well as physical therapy[;] notes will be reviewed when they arrive but I suspect she will benefit from an extended course of physical therapy. She will need at least a 4-week course on duloxetine to see if this improves her symptoms. She would be able to perform a very light duties at work which would include no lifting and no prolonged standing minor standing for jobs of these are not available. (Glaves record, October 16, 2024).

6) On November 1, 2024, the Workers' Compensation Division (Division) issued Bulletin 24-04, the list of SIME physicians. There are five physical medicine and rehabilitation examiners, Roger Kasendor, DO, Evan Marlowe, MD, Maria Patten, DO, Judy Silverman, MD, and Marvin Zwerin,

DO, one neurologist, Leon Barkodar, MD, and one neurologist and pain medicine specialist, Hirsh Kaveeshvar, DO. (Bulletin 24-04, November 1, 2024).

7) On November 18, 2024, Employee reported she was improving with physical therapy as they have been able to start adding weights. She was having less neck pain and lessened back pain. Employee had some soreness in her shoulders but felt her range of motion was improving and her ability to go through the day without using medication was improving. Dr. Glaves recommended Employee continue to take cyclobenzaprine as needed and continue physical therapy. He anticipated she would be released to work by December 18, if not sooner, pending her response to physical therapy. (Glaves record, November 18, 2024).

8) On March 21, 2025, Employee was found ineligible for reemployment benefits based upon Dr. Glaves' predictions she would have the permanent physical capacities to perform the physical demands for Nurse Assistant as described in the job description. (Letter, March 21, 2025).

9) On April 11, 2025, Employee followed up with Dr. Glaves for her neck injury and right shoulder pain. She requested a different physical therapy office because she did not feel like she could get better with her current therapist; she wanted to try an office with other therapeutic interventions not available at her current office. Employee had no range of motion limitations in her neck or shoulder but had pain with full range of motion of her shoulder. Dr. Glaves referred Employee to a new physical therapy office for cervicalgia and right shoulder pain. (Glaves record, April 11, 2025).

10) On May 16, 2025, Employee followed up with Jared Kirkham, MD, a physical medicine and pain management specialist, for chronic right shoulder and periscapular pain after the work injury. He diagnosed right shoulder pain, cervical radiculopathy, and chronic pain syndrome. The February 22, 2025, right shoulder magnetic resonance imaging (MRI), the February 12, 2025, right shoulder x-rays, the December 14, 2024, cervical spine x-rays, and the October 27, 2024, cervical spine MRI were all normal. Dr. Kirkham stated the cause of her chronic right shoulder and periscapular pain after the work injury as unclear. There was no evidence of a musculoskeletal injury. Other than severe guarding and breakaway pain with limited weakness, Employee's physical exam was completely normal. Dr. Kirkham opined there was a "prominent psychosocial component to her ongoing pain and disability, to include depressed mood, fear avoidance and expectation of harm." He "suspected her symptoms are related to central sensitization, exacerbated by stress, anxiety, depressed mood, and fear." Employee experienced excessive sedation with

gabapentin, and Cymbalta caused depressed mood. Dr. Kirkham recommended a trial of Lyrica at night. He recommended against injections because he did not see a clear target for injections since her pain was in multiple locations and her MRIs were completely normal. Dr. Kirkham was concerned that injections could exacerbate her pain symptoms. He would revisit injections should Employee's sensitivity decrease in the future and her pain localized to a "specific anatomic structure." Dr. Kirkham encouraged her to use her right upper extremity normally and did not recommend any formal restrictions. Because Employee already completed an extensive course of physical therapy, it was unlikely additional physical therapy would be significantly helpful unless "the psychosocial factors are addressed." Dr. Kirkham recommended cognitive behavioral therapy "but resources in Alaska are limited." He recommended that she read the pain management workbook by Rachel Zoffness, MS, PhD. Dr. Kirkham recommended an independent home exercise program, including general exercise and strength training and building up her tolerance to lifting activities. (Kirkham record, May 16, 2025).

11) On May 30, 2025, Maria Armstrong-Murphy, MD, an internal medicine specialist, examined Employee for an Employer's Medical Evaluation (EME), and diagnosed a "scalp/head contusion secondary" to the work injury "without objective evidence to warrant any injury to her cervical spine, right shoulder, or lower extremities, with persistent normal imaging studies, including MRIs of the neck and shoulder within normal limits, x-rays of the neck and shoulder within normal limits, and normal neurological examinations since the presentation" after her work injury. She stated there were no current disabilities. Employee was medically stable as of November 24, 2024, with a zero percent permanent partial impairment rating. Dr. Armstrong-Murphy could not explain Employee's subjective complaints and noted the work injury did not aggravate any preexisting conditions. No further treatment was indicated. The medical treatment performed and recommended by Dr. Glaves was not reasonable or necessary for the process of recovery:

> Employee has been misdiagnosed. She sustained a contusion of the head without obvious neurological complications or signs of a concussion or post-concussion syndrome. The claimant had a workup for her neck and right shoulder complaints, which are unlikely to be related to the industrial injury in question and had normal imaging studies of both the neck and the shoulder and, given the mechanism of injury, is unlikely to have injured her neck or her shoulder. She has had persistent normal neurological examinations, and the treatment performed and recommended by Dr. Glaves and Dr. Kirkham was extensive given the mechanism of injury and the normal neurological examination.

The physical therapy was not indicated for a one-time head contusion and the extensive workup, including imaging studies, was not indicated given the mechanism of injury. Dr. Armstrong-Murphy stated Employee could return to work at full capacity with no physical restrictions as a result of the work injury. "She was able to regain employment in sedentary, light, and medium work given her current size and stature." (Armstrong-Murphy EME report, May 30, 2025).

12) On June 18, 2025, Employer denied all benefits after June 16, 2025, based upon Dr. Armstrong-Murphy's EME report. (Controversion Notice, June 18, 2025).

13) On July 2, 2025, Employee sought temporary total disability (TTD) benefits, transportation costs, and a finding of unfair or frivolous controversion. She described the injury: "on 8/24/24 while rendering patient care had impact caused by durable medical equipment (Sara Stedy) which led to head/neck injury reported imediatly [sic] at work to shift supervisor." Employee attached a nine-page typed document titled "20. Reason for filing claim" explaining why she filed a claim and why Dr. Armstrong-Murphy was allegedly biased and conducted an improper examination and negligent review of her medical history and documentation. (Claim for Workers' Compensation Benefits with attachment, July 2, 2025).

14) On July 7, 2025, Employee requested an SIME with a petition form signed and dated July 2, 2025. She attached a nine-page typed document, again explaining why Dr. Armstrong-Murphy was allegedly biased and conducted an improper examination and negligent review of her medical history and documentation. On page six, Employee noted Dr. Armstrong-Murphy diagnosed her with a "'scalp/head contusion' secondary to 'industrial injury.'" She added, "This is the first time hearing such diagnosis implying that multiple providers from urgent care, to primary care, to specialists, and therapists were all incorrect and 'overly treating' calling into question their medical expertises [sic] and licenses of many others that have cared for me." (Petition, July 7, 2025). Employee also filed an SIME form signed and dated July 2, 2025, requesting an SIME with "N/A; DO, MD" for disputes between Dr. Glaves, ARNP Paul, and Dr. Armstrong-Murphy on causation, compensability, and medical treatment. She attached Dr. Glave's September 10, 2024 record, ARNP Paul's September 5, 2025 record, and Dr. Armstrong-Murphy's EME report. (SIME form, July 7, 2025).

15) On July 24, 2025, Employer denied Employee's claim for all benefits related to any body parts other than scalp/head, TTD from November 24, 2024, continuing, transportation expenses for treatment which is not reasonable, necessary, related to the work injury and those not supported

by proper documentation and all transportation costs from November 24, 2025, forward, and a finding of unfair or frivolous controversion. (Answer; Controversion Notice, July 24, 2025).

16) On August 4, 2025, Employer's attorney's office manager emailed Employee an SIME form signed by Employer's attorney for her "review and signature." (Email, August 4, 2025).

17) On August 5, 2025, Employee replied to the email from Employer's attorney's office manager at 2:44 a.m.:

> Good Morning,
>
> I just reviewed your new document to sign that was sent 08/04/2025 via email. I see you made an addendum to this document from the original.
>
> I noted that you removed one of the providers and added an alternative one. To be clear, I am okay with adding any medical provider as it pertains. However, I do not consent and/or support removing a provider overall that doesn't suit one's narrative.
>
> I also do not support Cherry Picking. If one is to add a provider, then I would support adding all the encounters as it relates with said provider. Not Cherry Picking two specific visit dates. This is a clear attempt that your firm is solely favoring information that confirms/supports your clients "stance" and are dismissing any contradictory evidence. This is completely unjust.
>
> I do not believe that it is in good faith and/or without bias to remove the initial provider Lovely B. Paul, ARNP who evaluated me. This is the Provider who initially changed my work status. Being that Lovely B. Paul, ARNP was an accurate historian in her documentation, it seems very biased to remove her all together, then selectively add a provider from a specific date where this provider was an inaccurate historian in their documentation.
>
> I consent to add Dr. Jared Kirkham MD to any document. He was a specialist, that I have visited a handful of times. All his encounter dates should be listed in this addendum. This provider is the one who had placed me on controlled nerve medication; the same the nerve medication that has been abruptly discontinued due to lack of accessibility.
>
> I support this provider being added. I will sign and consent to his addendum, but I will request that Lovely B. Paul, ARNP to be included as well; I did not consent to her removal from this document.
>
> I believe it is best to have someone who evaluated me initially, when my injuries themselves are being called into question. The initial provider should remain, who unlike Maria Armstrong-Murphy, MD in her IME came to a completely different medical conclusion/diagnosis. Considering that provider Lovely B. Paul, ARNP is

an unbiased third party, who also works for Providence; I believe it is only fair to use her medical documentation. I believe her medical expertise should be reviewed not removed altogether.

I reviewed all my own medical records and sent Northern Adjusters Inc all the records on my initial filing. I understand if the specialist thought I had mental health concerns etc. as Dr. Jared Kirkham MD documented on the last visit encounter on 05/16/2025. I am glad this is being presented, with all the release of information I have signed; please be aware I had no mental health concerns at any point in time prior to this injury sustained at work. I am glad that these concerns can potentially be reviewed in a second medical examiners evaluation, as these concerns have arisen from the injury sustained at work.

I have suffered physically, emotionally, financially, and psychologically. I was just given controlled nerve medication; this controlled nerve medication for pain was never disclosed to myself as a trial, nor was I ever given any "work book", nor access to any cognitive behavioral therapy. I was never given any referral and/or resources as it relates. So I am glad these concerns were identified and no interventions given, this is something I truly believe needs to be discussed and reviewed further. Especially, when I have suffered immensely having these controlled prescribed medications discontinued abruptly due to inaccessibility.

Considering, I was just given controlled nerve medication and told to visit Dr. Jared Kirkham MD in one month; this one month follow up never occurred due to the discontinuation of my Workers[’] Compensation Benefits.

I believe all my providers visits should be reviewed as it pertains to both Dr. Jared Kirkham MD and Martin Glaves DO. I do not believe it is fair, nor without bias to Cherry Pick specific visit dates out of mass amount of medical encounters; to present medical recommendations out of context, in part supporting some falsehood. I am requesting all of Martin Glaves DO visits remain as I had filled out the initial document along with Lovely B. Paul’s visit. As well as all of Dr. Jared Kirkham MD.

Is my provider able to provide written statement? If Martin Glaves DO visit on 04/11/2025 is to be used out of context to negate the outcome of Workers Compensation Benefits as it pertains to myself, can the provider clarify?

My provider Dr. Martin Glaves, DO never stated anywhere he would release me back to work unrestricted and/or without any accommodation. My provider was going to give his medical expertise/medical evaluation at the next following visit up which was June 27, 2025. When I informed my case worker Seanne Popp at Northern Adjusters she then scheduled the IME 05/30/2025 prior to follow up with Dr. Martin Glaves, DO.

> Martin Glaves DO note on 04/11/2025 was not declaring I would be released to work unrestricted etc. I do not believe it is ethically to lead with ambiguity. Martin Glaves DO note read as follows:
>
> "To whom it may concern, I saw Izabella Negus in the office today. [S]he will need to transition to a physical therapy office which offers different modalities for her further rehabilitation. [I]f she does not have further improvement in 4 weeks would release to work presuming she has reached maximal therapeutic [sic] benefit. Plan for re-evalaution [sic] after 4 weeks of therapy, this may take up to 6 weeks for our evaluation due to scheduling. plan for visit June 2025."
>
> Misrepresenting a situation or a position in such a way as to distort understanding is inappropriate. To remove all my medical encounters I induced on the initial document is unjust. To solely Cherry Pick two specific dates like 04/11/2025 and 05/16/2025 is [sic] provides an incomplete context for anyone to make informed decision.
>
> I believe in good faith all should be considered and not taken out of context, reviewed in their entirety. There should be a complete review of medical documentation as I have explained. I can't sign this document emailed 08/04/2025 until the addendum's made as I have outlined. (Email, August 5, 2025).

18) On August 5, 2025, the parties attended a prehearing conference:

> The Employer, Mr. Holloway, noted in his answer that he agreed with the SIME, but did not concur with the SIME form language. After some explanation to the EE, she agreed with the ER's SIME form that was emailed to the EE. She stated she would sign it and return it. The ER would then file it with the board. The EE did request to include Dr. Lovely B. Paul on the SIME form; the designee will note that doctor as part of the List of EE's doctors. The designee asked the ER to email the records to the board, the ER noted that if [sic] he would if the EE agreed to have the records emailed to her. The EE agreed for the ER to email the records to her. The designee explained the SIME process, additional information is below. An Affidavit of SIME records would be mailed to the EE to fill out once she reviews the ER's SIME records.
>
> The parties stipulated to conduct a SIME and the following process and procedures: All filings regarding the SIME must be directed to Workers' Compensation general email to: workerscomp@alaska.gov.
>
> **A.** A mutually signed SIME Form is not in the board's file at the time. The parties are advised that a SIME will not be scheduled until the form has been filed with the board and is due on or before **09/12/2025**.
>
> **B.** A physician from the board's list will be selected to perform the examination unless the board's designee, at the time of processing, determines that no physician

> on the board's list is available and/or qualified to perform the examination under 8 AAC 45.092(e). If there are no available and qualified physicians on the board's list, the board's designee will notify the parties and request that they provide the names, addresses, and specialties of physicians in accordance with 8 AAC 45.092(f). **Parties have not stipulated to a specialty nor to a specific physician(s) at this time.**
> . . . .
>
> **Action:**
>
> **1.** Employer will make a copy containing all of the employee's medical records (in the manner as described above) and serve the binder(s) on Employee **on or before 08/22/2025** with an affidavit verifying that the binder(s) contain copies of all the medical records in his/her possession.
> **2.** Employee must file all the binder(s), supplemental records, and the mutually signed **SIME Form on or before 09/12/2025.**
> . . . .
>
> If the above summary does not conform to your understanding of the issues raised, or discussions, statements made, agreements or orders entered at the prehearing conference, you have three choices all of which must be exercised **within 10 days after service of this prehearing summary**:
>
> (1) You may ask **the designee** in writing that **the designee modify or amend** the summary to correct a misstatement of fact or to change a prehearing determination, under 8 AAC 45.065(d). If the designee does not modify the prehearing conference summary and you want additional issues to be heard at hearing, you must request another prehearing conference. Otherwise, the hearing will be limited to the issues stated on this summary, under 8 AAC 45.065(c);
> . . . .
>
> If you have any questions about these options, you may call a division office and speak to a workers' compensation technician for assistance.
> (Prehearing Conference Summary, August 5, 2025).

19) On August 6, 2025, the Division served Employee with the August 5, 2025 prehearing conference to her address of record by first-class mail. (Prehearing Conference Summary Served, August 6, 2025).

20) Neither party requested the August 5, 2025 prehearing conference be amended. (Agency record).

21) On August 6, 2025, Employer emailed the Division a "Joint SIME form" but it was rejected by email for failing to comply with 8 AAC 45.020(d)(2)(C). (Emails and Rejected Filing, August 6, 2025). The rejected form was not placed in the agency file. (Agency record).

22) On September 11, 2025, Daniel Moxley entered his appearance on behalf of Employee. (Notice of Appearance, September 11, 2025).

23) On September 11, 2025, Employee requested an extension of the deadlines for filing the SIME binders as her attorney needed time to obtain and review the SIME binders. (Email, September 11, 2025).

24) On October 9, 2025, the parties attended a prehearing conference:

> Parties agreed to extend the SIME Binder deadline to 10/24/2025.
>
> Employee representative advised that the current mutually signed SIME Form contains Employee's signature only as it was signed prior to his entry in this case. As such, Employee representative suggested that a new SIME Form be drafted with possible changes to the stipulated physicians that can be signed by both Employee's counsel and Employer's counsel. Employer representative did not agree to the same stating that the SIME Form filed on 8/6/2025 and signed by both Employee and Employer representative should be utilized. Parties agreed to discuss this issue and attempt to reach a resolution. If a resolution cannot be reached Employee representative will likely file a Petition on the matter and request a procedural hearing before the Alaska Workers Compensation Board (AWCB). Parties requested a follow-up prehearing conference to address this SIME Form issue. (Prehearing Conference Summary, October 9, 2025).

25) On October 13, 2025, Employee filed a petition to revise the SIME form contending the "SIME Form is unclear and ambiguous, so it will need to be revised. The use of slashes ("/") in the "medical specialty" and "physician" lines make it." (Petition, October 13, 2025). She also filed an SIME form signed by Employee on August 5, 2025, and by Employer on August 4, 2025, for medical specialty "Physical Medicine/NEUROLOGIST" with physicians "Kasendorf/Barkodar" listed and disputes on causation, compensability, medical treatment, and medical stability" between Drs. Kirkham and Glaves and EME Dr. Armstrong-Murphy. Employee also handwrote "Lovely B. Paul, ARNP" in the attending physician box. The SIME form listed Dr. Kirkham's May 16, 2025 record and Dr. Glave's April 11, 2025 record and Dr. Armstrong-Murphy's EME report. Boxes were checked by Employee and Employer stating, "Based upon the above information, an SIME dispute exists under AS 23.30.095(k)," and "The right to have the board determine the need for an SIME is waived. A workers' compensation officer or the board designee may decide whether or not to order an SIME." (SIME form, signed August 4 and 4, 2025).

26) On October 17, 2025, Employee testified she was born in Russia, Russia was her first language, but she does not remember it; she speaks English fluently. (Deposition of Izabella Negus at 9, 12, October 17, 2025). She did not understand when she was asked where she currently resided. (*Id*. at 10). Employee graduated from high school and attended "UAA" but did not earn a degree. (*Id*. at 12). Dr. Kirkham prescribed her medications, including duloxetine for nerve pain due to the work injury to her head, neck, and the inside of her shoulder. (*Id*. at 32-33). At first, the pain was in her head and neck, and after a couple days, she started getting pain in her right shoulder. (*Id*. at 36). Once in a while, the pain in her right shoulder goes down her arm, and she feels numbness down to her thumb; it happened once or twice for a month. (*Id*.).

27) On October 31, 2025, the Division issued Bulletin 25-03, the list of Second Independent Medical Examiners. There are four physical medicine and rehabilitation examiners, Roger Kasendorf, DO, Evan Marlowe, MD, Maria Patten, DO, and Judy Silverman, MD, and two neurologists, Khaled Anees, MD, and Leon Barkodar, MD. Dr. Kasendorf has locations in northern, central, and southern California. Dr. Barkodar has multiple locations in the Los Angeles, California area. (Bulletin 25-03, October 31, 2025).

28) On November 3, 2025, Employer opposed Employee's October 13, 2025 petition, contending there was no legal basis for the request because it was signed by both parties and filed on August 6, 2025. It contended the SIME form constitutes a stipulation under 8 AAC 45.050, and argued, "There is no basis to set aside a stipulation, or to change one, simply because a party later obtains counsel. Such flippant treatment of a stipulation would yield dangerous and uncertain results if any party can just seek to 'revise' it whenever new counsel comes on board." (Opposition to Petition, October 13, 2025).

29) On November 19, 2025, Employee requested a written record hearing on her October 13, 2025 petition to revise the SIME form. (Affidavit of Readiness for Hearing (ARH), November 19, 2025).

30) On November 25, 2025, the parties agreed to a written record hearing on December 30, 2025. (Prehearing Conference Summary, November 25, 2025).

31) On November 25, 2025, Employer opposed the November 19, 2025 ARH, contending discovery was not complete. (Affidavit of Opposition, November 25, 2025).

32) On December 2, 2025, the December 30, 2025, written record hearing was rescheduled for January 6, 2026. (Written Record Hearing Notice, Hearing Notice Written Record Served, December 2, 2025).

33) On December 17, 2025, Employee filed an undated document entitled, "Note to Alaska Workers' Compensation Board" signed by Employee stating:

> When I attended the August 5, 2025, prehearing conference, I thought the officer was telling me that the Board would pick an SIME physician. I did not think my former Employer would get to pick.
>
> When I signed the SIME Form on August 5, 2025, I did not mean to agree to any specialty(ies) or physician(s) to perform the SIME.
>
> I want the Board to pick an SIME physician. I do not want my former Employer to pick the SIME physician. (Amended Documentary Evidence, December 17, 2025).

34) On December 26, 2026, Employee filed a hearing brief contending the designee misled her at the August 5, 2025 prehearing conference while she was not represented because the summary stated the parties were not stipulating to a physician or specialty, leading her to understand "her signature on the SIME form was not an agreement to a stipulation to a physician or specialty." She contended her deposition testimony revealed she is a non-native English speaker, English is her second language, and she has "some difficulty with English comprehension" as she did not understand the word "reside." Employee contended there is good cause to revise the SIME form because she was led to believe she was not agreeing to either specialty or physician, that she was just agreeing to an SIME but not to any particular physician or specialty, and had no reason to believe she was agreeing to a specialty or physician. Employee contended the SIME form does not make a clear selection of a physician or specialty for the SIME. She contended there was no manifestation of mutual assent to the physician or specialty. Employee contended the information on the form was unclear as to whether there should be a panel SIME, a single physician SIME, whether the parties agreed to Drs. Kasendorf or Barkodar or both performing the SIME, whether the parties agreed to a single physician SIME with dual specialties, or whether the parties agreed to an SIME with the specialties or physicians listed but expected the Board to select the physician or physicians at will. "A simple solution is for the parties to come to an agreement on how many physicians should perform the SIME, what their specialties should be, and perhaps even which

specific physician(s) should perform the SIME." Employee requested the Board "order revision of the SIME form either to make clear what, if anything, the parties are agreeing to or to leave all decisions as to specialty and physician up to the Board or its designee." (Employee's Hearing Brief, December 26, 2026).

35) On December 26, 2025, Employer filed a hearing brief contending there is no basis, factually or legally, to modify the SIME form. It contended the only change Employee made to the form was to list ARNP Paul on the front page. Employer contended the mutually signed SIME form is a binding stipulation and has the effect of an order unless a party is relieved from the terms of the stipulation for good cause. It contended Employee's *pro se* status is not good cause, otherwise, any stipulations between unrepresented employees and employers "would be meaningless and have no enforceable effect." Employer contended Employee did not ask questions about the physicians or their specialties in her August 4, 2025 email or at the August 5, 2025 prehearing conference. It contended it did not "pick" the SIME physicians, it proposed SIME physicians on the form and Employee could have chosen not to agree to the proposed doctors and not sign the form. Employer contended Employee's unilateral mistake is not good cause sufficient to relieve her from the stipulation. It contended the SIME form is not ambiguous or unclear; it clearly stated Employee would be seen by two physicians -- a physical medicine physician and a neurologist and the use of a "forward slash" is a common way to express a panel examination and listed Drs. Kasendorf and Barkodar. Employer contended the August 5, 2025 prehearing conference summary stated the parties had not agreed to physicians to conduct the SIME because Employee had not signed the SIME form at the time of the prehearing conference; the mutually signed SIME form was filed the day after the August 5, 2025 prehearing conference. It requested the Board deny Employee's October 13, 2025 petition. (Brief of Providence Health & Services, December 26, 2025).

36) On December 26, 2025, Employer requested cross-examination of Employee on the note filed December 17, 2025, about the basis of her assertions, opinions, and conclusions. It objected to the introduction of Employee's note at hearing. (Request for Cross-Examination, December 26, 2025).

PRINCIPLES OF LAW

AS 23.30.001. Legislative intent. It is the intent of the legislature that

> (1) this chapter be interpreted so as to ensure the quick, efficient, fair, and predictable delivery of indemnity and medical benefits to injured workers at a reasonable cost to the employers who are subject to the provisions of this chapter;
> . . . .

The Board may base its decision on not only direct testimony and other tangible evidence, but also on the Board's "experience, judgment, observations, unique or peculiar facts of the case, and inferences drawn from all of the above." *Fairbanks North Star Borough v. Rogers & Babler*, 747 P.2d 528, 533-34 (Alaska 1987).

The Alaska Supreme Court in *Richard v. Fireman's Fund Insurance Co.*, 384 P.2d 445, 449 (Alaska 1963), held the Board owes a duty to fully advise a claimant of "all the real facts" that bear upon his right to compensation, and to instruct him on how to pursue that right. *Bohlmann v. Alaska Const. & Engineering*, 205 P.3d 316 (Alaska, 2009), held the Board had a duty to inform a self-represented claimant how to preserve his claim under AS 23.30.110(c), and to correct the employer's lawyer's incorrect statement that §110(c) had already run on his claim. *Bohlmann* said *Richard* may excuse noncompliance with §110(c) when the Board failed to adequately inform a claimant of the two-year time limitation.

The Court has held that courts hold *pro se* litigants to a lesser standard than attorneys. *Dougan v. Aurora Electric, Inc.*, 50 P.3d 789, 795 (2002). A judge must inform a *pro se* litigant "of the proper procedure for the action he or she is obviously attempting to accomplish." *Id*.; citation omitted. Specifically, a judge must notify a *pro se* litigant of defects in his or her brief and give the party an opportunity to remedy those defects. *Id*.

> **AS 23.30.095. Medical treatments, services, and examinations.** . . .
>
> (k) In the event of a medical dispute regarding determinations of causation, medical stability, ability to enter a reemployment plan, degree of impairment, functional capacity, the amount and efficacy of the continuance of or necessity of treatment, or compensability between the employee's attending physician and the employer's independent medical evaluation, the board may require that a second independent medical evaluation be conducted by a physician or physicians selected by the board from a list established and maintained by the board. . . .

The Alaska Workers' Compensation Appeals Commission in *Bah v. Trident Seafoods Corp.*, AWCAC Dec. No. 073 (February 27, 2008) addressed the Board's authority to order an SIME under §095(k). *Bah* stated in *dicta*, that before ordering an SIME it is necessary to find the medical dispute is significant or relevant to a pending claim or petition. *Bah* said when deciding whether to order an SIME, the Board considers three criteria, though the statute requires only one:

> 1) Is there a medical dispute between Employee's physician and an EME?
> 2) Is the dispute significant? and
> 3) Will an SIME physician's opinion assist the Board in resolving the disputes? (*Id.*).

> **AS 23.30.110. Procedure on claims.** . . . .
>
> (g) An injured employee claiming or entitled to compensation shall submit to the physical examination by a duly qualified physician which the board may require.

> **AS 23.30.130. Modification of awards.** (a) Upon its own initiative, or upon the application of any party in interest on the ground of a change in conditions, including, for the purposes of AS 23.30.175, a change in residence, or because of a mistake in its determination of a fact, the board may, before one year after the date of the last payment of compensation benefits under AS 23.30.180, 23.30.185, 23.30.190, 23.30.200, or 23.30.215, whether or not a compensation order has been issued, or before one year after the rejection of a claim, review a compensation case under the procedure prescribed in respect of claims in AS 23.30.110. Under AS 23.30.110 the board may issue a new compensation order which terminates, continues, reinstates, increases, or decreases the compensation, or award compensation.

When parties entered into a stipulation regarding compensability of an employee's diabetes, and filed the stipulation with the Board, the stipulation had the effect of a Board order such that the employer is required to petition the Board for a modification of the order if it wishes to contest the condition's continuing compensability. *Harris v. M-K Rivers*, 325 P.3d 510, 522 (Alaska 2014).

> **AS 23.30.135. Procedure before the board**. (a) . . . The board may make its investigation or inquiry or conduct its hearing in the manner by which it may best ascertain the rights of the parties. . . .

> **AS 23.30.155. Payment of compensation**. . . .
>
> (h) The board may upon its own initiative at any time in a case in which payments are being made with or without an award, where right to compensation is

> controverted, or where payments of compensation have been increased, reduced, terminated, changed, or suspended, upon receipt of notice from a person entitled to compensation, or from the employer, that the right to compensation is controverted, or that payments of compensation have been increased, reduced, terminated, changed, or suspended, make the investigations, cause the medical examinations to be made, or hold the hearings, and take the further action which it considers will properly protect the rights of all parties.

Sections 095(k) and §110(g) are procedural, not substantive, for the reasons outlined in *Deal v. Municipality of Anchorage*, AWCB Dec. No. 97-0165 (July 23, 1997). Under §135(a) and §155(h), wide discretion exists to consider any evidence available when deciding whether to order an SIME to assist in investigating and deciding medical issues in claims, to best "protect the rights of the parties." Under §110(g) the Board may order an SIME when there is a significant "gap" in the medical evidence, or a lack of understanding of the medical or scientific evidence prevents the Board from ascertaining the rights of the parties and an SIME opinion would help. *Bah*.

An SIME's purpose is to have an independent medical expert provide an opinion about a contested issue. *Seybert v. Cominco Alaska Exploration*, 182 P.3d 1079, 1097 (Alaska 2008). The decision to order an SIME rests in the discretion of the Board, even if jointly requested by the parties. *Olafson v. State Department of Transportation*, AWCAC Dec. No. 06-0301 (October 25, 2007). Although a party has a right to request an SIME, a party does not have a right to an SIME if the Board decides one is not necessary for the Board's purposes. *Id*. at 8. An SIME is not a discovery tool exercised by the parties; it is an investigative tool exercised by the Board to assist it by providing a disinterested opinion. *Id*. at 15.

> **8 AAC 45.050. Pleadings.** . . .
>
> (f) For stipulations under this subsection,
>
> > (1) a stipulation of facts signed by all parties may be filed if the parties agree that there is no dispute as to any material fact and agree to the dismissal of a filed claim or petition or the dismissal of a party; by filing a stipulation of facts under this paragraph, the parties agree to the immediate filing of an order based upon the stipulation of facts;
> >
> > (2) stipulations between the parties may be made in writing at any time before the close of the record or may be made orally in the course of a hearing or a prehearing;

> (3) stipulations of fact or to procedures are binding upon the parties named in the stipulation and have the effect of an order unless the board, for good cause, relieves a party from the terms of the stipulation; a stipulation waiving an employee's right to benefits under AS 23.30 is not binding unless the stipulation is submitted in the form of an agreed settlement, conforms to AS 23.30.012 and 8 AAC 45.160, and is approved by the board;
>
> (4) notwithstanding any stipulation to the contrary, the board may base its findings upon the facts as they appear from the evidence, may cause further evidence or testimony to be taken, or may order an investigation into the matter as prescribed by AS 23.30.

The formation of an express contract requires an offer encompassing its essential terms, an unequivocal acceptance of the terms by the offeree, consideration, and an intent to be bound. *Childs v. Kalgin Island Lodge*, 779 P.2d 310 (Alaska 1989) (citing 1 W. Jaeger, *Williston on Contracts* § 64 (3d ed. 1957)). A contract implied-in-fact differs from an express contract largely in the character of the evidence by which it is established; instead of focusing upon a particular oral or written agreement, a court determines the existence and terms of an implied-in-fact contract by a consideration of the intent of the parties, which intent is determined by analysis of the relevant facts and circumstances. *Martens v. Metzger*, 524 P.2d 666, 672 (Alaska 1974). An implied-in-fact contract exists only where there is mutual assent between the parties; it arises where the court finds from the surrounding facts and circumstances the parties intended to make a contract but failed to articulate their promises and the court merely implies what it feels the parties really intended. *Id*.

> **8 AAC 45.065. Prehearings.** . . .
>
> (c) After a prehearing the board or designee will issue a summary of the actions taken at the prehearing, the amendments to the pleadings, and the agreements made by the parties or their representatives. The summary will limit the issues for hearing to those that are in dispute at the end of the prehearing. Unless modified, the summary governs the issues and the course of the hearing.
>
> (d) Within 10 days after service of a prehearing summary issued under (c) of this section, a party may ask in writing that a prehearing summary be modified or amended by the designee to correct a misstatement of fact or to change a prehearing determination. The party making a request to modify or amend a prehearing summary shall serve all parties with a copy of the written request. If a party's request to modify or amend is not timely filed or lacks proof of service upon all parties, the designee may not act upon the request.

8 AAC 45.092. Second independent medical evaluation. . . .

(e) If the parties stipulate that a physician not on the board's list may perform an evaluation under AS 23.30.095(k), the board or its designee may select a physician in accordance with the parties' agreement. If the parties do not stipulate to a physician not on the board's list to perform the evaluation, the board or its designee will select a physician to serve as a second independent medical examiner to perform the evaluation. The board or its designee will consider these factors in the following order in selecting the physician:

(1) the nature and extent of the employee's injuries;
(2) the physician's specialty and qualifications;
(3) whether the physician or an associate has previously examined or treated the employee;
(4) the physician's experience in treating injured workers in this state or another state;
(5) the physician's impartiality; and
(6) the proximity of the physician to the employee's geographic location.

(f) If the board or its designee determines that the list of second independent medical examiners does not include an impartial physician with the specialty, qualifications, and experience to examine the employee, the board or its designee will notify the employee and employer that a physician not named on the list will be selected to perform the examination. The notice will state the board's preferred physician's specialty to examine the employee. Not later than 10 days after notice by the board or its designee, the employer and employee may each submit the names, addresses, and curriculum vitae of no more than three physicians. If both the employee and the employer recommend the same physician, that physician will be selected to perform the examination. If no names are recommended by the employer or employee or if the employee and employer do not recommend the same physician, the board or its designee will select a physician, but the selection need not be from the recommendations by the employee or employer.

(g) If there exists a medical dispute under AS 23.30.095(k),

(1) the parties may file a

(A) completed second independent medical form, available from the division, listing the dispute together with copies of the medical records reflecting the dispute, and
(B) stipulation signed by all parties agreeing

(i) upon the type of specialty to perform the evaluation or the physician to perform the evaluation; and
(ii) that either the board or the board's designee determine whether a dispute under AS 23.30.095(k) exists, and requesting the board or the

board's designee to exercise discretion under AS 23.30.095(k) and require an evaluation;

(2) a party may petition the board to order an evaluation; the petition must be filed within 60 days after the party received the medical reports reflecting a dispute, or the party's right to request an evaluation under AS 23.30.095(k) is waived;

(A) the completed petition must be filed timely together with a completed second independent medical form, available from the division, listing the dispute; and
(B) copies of the medical records reflecting the dispute; or

(3) the board will, in its discretion, order an evaluation under AS 23.30.095(k) even if no party timely requested an evaluation under (2) of this subsection if

(A) the parties stipulate, in accordance with (1) of this subsection, to the contrary and the board determines the evaluation is necessary; or
(B) the board on its own motion determines an evaluation is necessary.

8 AAC 45.120. Evidence. . . .

(f) Any document, including a compensation report, controversion notice, claim, application for adjustment of claim, request for a conference, affidavit of readiness for hearing, petition, answer, or a prehearing summary, that is served upon the parties, accompanied by proof of service, and that is in the board's possession 20 or more days before hearing, will, in the board's discretion, be relied upon by the board in reaching a decision unless a written request for an opportunity to cross-examine the document's author is filed with the board and served upon all parties at least 10 days before the hearing. . . .

(g) A request for cross-examination filed under (f) of this section must

(1) specifically identify the document by date and author, and generally describe the type of document; and
(2) state a specific reason why cross-examination is being requested.

(h) If a request is filed in accordance with (f) of this section, an opportunity for cross-examination will be provided unless the request is withdrawn or the board determines that (1) under a hearsay exception of the Alaska Rules of Evidence, the document is admissible; (2) the document is not hearsay under the Alaska Rules of Evidence; or (3) the document is a report of an examination performed by a physician chosen by the board under AS 23.30.095(k) or AS 23.30.110(g).

ANALYSIS

Should Employee's petition to revise the SIME form be granted?

Employer emailed Employee a signed SIME form on August 4, 2025, and asked her to review and sign it. Employee did not express any concern regarding the SIME physicians and specialties listed on the SIME form in her August 5, 2025 email back to Employer. Instead she raised concerns about removal of ARNP Paul from the SIME from. The August 5, 2025 Prehearing Conference Summary stated, "The Employer, Mr. Holloway, noted in his answer that he agreed with the SIME, but did not concur with the SIME form language. After some explanation to the EE, she agreed with the ER's SIME form that was emailed to the EE. She stated she would sign it and return it. The ER would then file it with the board. The EE did request to include Dr. Lovely B. Paul on the SIME form; the designee will note that doctor as part of the List of EE's doctors."

The August 5, 2025 Prehearing Conference Summary did not contain any concerns expressed by Employee regarding the SIME physicians and specialties listed on the SIME form Employer emailed to her on August 4, 2025. Rather it listed her concerns regarding removal of ARNP Paul's medical record from the SIME form. Employee signed the SIME form on August 5, 2025, after adding ARNP Paul to the SIME form, before the August 5, 2025 Prehearing Conference Summary was served on August 6, 2025. She did not request modification of the August 5, 2025 Prehearing Conference Summary to include any concerns regarding the SIME physicians and specialties listed on the SIME form after it was served. Therefore, there is no evidence Employee expressed any concern regarding the SIME physicians and specialties at the August 5, 2025 prehearing conference.

Employee contends there was no mutual assent to establish an implied in fact contract. However, on August 5, 2025, Employee signed the SIME form Employer had signed on August 4, 2025, which states, "If the parties agree on any statement below, it constitutes a stipulation under 8 AAC 45.050" and the boxes were checked by Employee and Employer for "Based upon the above information, an SIME dispute exists under AS 23.30.095(k)," and, "The right to have the board determine the need for an SIME is waived. A workers' compensation officer or the board designee may decide whether or not to order an SIME." An express contract formation requires an offer

encompassing its essential terms, an unequivocal acceptance of the terms by the offeree, consideration, and an intent to be bound. *Childs*. Employer offered to conduct an SIME as provided on the SIME form with Drs. Kasendorf and Barkodar; Employee unequivocally accepted its terms when she signed the SIME form. *Id*. There was an offer encompassing its essential terms, an unequivocal acceptance by the offeree, consideration, and an intent to be bound. *Id*. Therefore, there was an express contract to conduct an SIME with a "Physical Medicine/NEUROLOGIST" and with physicians "Kasendorf/Barkodar." *Childs*. Employee stipulated in writing to conduct an SIME with a "Physical Medicine/NEUROLOGIST" and with physicians "Kasendorf/Barkodar."

A stipulation has the effect of an order, but a party may be relieved from the terms of a stipulation for "good cause." 8 AAC 45.050(f)(3). "Good cause" is not defined in the Alaska Workers' Compensation Act. AS 23.30.130(a) states an order can be modified based upon a change of circumstances or a mistake of fact. Employee expressed no concerns regarding the SIME physicians and specialties on the form until the October 9, 2025 prehearing conference, more than two months after she signed the SIME form. Now she contends the SIME form was unclear because it listed "Physical Medicine/NEUROLOGIST" and "Kasendorf/Barkodar." Dr. Kasendorf is a physical medicine and rehabilitation specialist and Dr. Barkodar is a neurologist. *Bulletin* 25-03. The mutually signed SIME form clearly states a physical medicine specialist, and a neurologist would conduct the SIME, and listed Drs. Kasendorf and Barkodar. Employee's argument the mutually signed SIME form was unclear is baseless.

Employee also contends the designee misled her at the August 5, 2025 prehearing conference when she was not represented by counsel. She contends the August 5, 2025 Prehearing Conference Summary states the designee was going to select the SIME physician. However, Employee signed the SIME form on August 5, 2025, after the August 5, 2025 prehearing, and before the August 5, 2025 Prehearing Conference Summary was served on August 6, 2025. The August 5, 2025, Prehearing Conference Summary states:

> **A.** A mutually signed SIME Form is not in the board's file at the time. The parties are advised that a SIME will not be scheduled until the form has been filed with the board and is due on or before **09/12/2025**.

> **B.** A physician from the board's list will be selected to perform the examination unless the board's designee, at the time of processing, determines that no physician on the board's list is available and/or qualified to perform the examination under 8 AAC 45.092(e). If there are no available and qualified physicians on the board's list, the board's designee will notify the parties and request that they provide the names, addresses, and specialties of physicians in accordance with 8 AAC 45.092(f). **Parties have not stipulated to a specialty nor to a specific physician(s) at this time.**

8 AAC 45.092(f) and (g)(1) provide the parties may agree to the type of specialty or physician to perform the SIME from the authorized list and that a physician not on the list may be required if there is no qualified specialist. The August 5, 2025 Prehearing Conference Summary correctly informed Employee that a mutually signed SIME form was not in the file, the parties had not yet agreed to a specialty or a specific physician, and a physician from the list in the *Bulletin* would be selected to perform the SIME unless no physician was available or qualified to perform it and explained what happens when there is no qualified specialist. Either the parties could have selected the SIME physicians from the list, or the "Board or its designee" could have selected them.

Nowhere in the August 5, 2025 Prehearing Conference Summary does it state the designee would select the SIME physician; it only stated a physician from the Board's list will be selected unless the designee determines that no physician on the list is available and/or qualified, and that the parties have not stipulated to a specialty or a specific physician at the prehearing conference. There is no evidence the designee misled Employee at the August 5, 2025 prehearing conference about the SIME process or the SIME form. There is no evidence Employee expressed any concern regarding the SIME physicians and specialties on the SIME form at the August 5, 2025 prehearing conference. She did not seek modification of the August 5, 2025 prehearing conference to add any alleged missing concerns. The designee must fully advise Employee "all the real facts" that bear upon her right to compensation, instruct her on how to pursue that right, and inform Employee how to preserve her claim. *Richard*; *Bohlmann*.

The designee properly informed Employee that a mutually signed SIME form was not in the file, the parties had not yet agreed to a specialty or a specific physician, and that a physician from the list in the *Bulletin* would be selected to perform the SIME unless no physician was available or qualified to perform it and explained what happens when there is no qualified specialist at the

August 5, 2025 prehearing conference. *Id*. There is no evidence the designee misled Employee on the SIME physician selection portion of the SIME form or the SIME process. Employee could have refused to sign the SIME form, and a written record hearing could have been scheduled by the designee on her petition for an SIME. Instead, she signed it.

Employee contends that she never meant to sign the SIME form with Employer selecting the physicians and specialties in her undated statement filed December 17, 2025 and she misunderstood the SIME physician process. Because Employer requested cross-examination of Employee based on her December 17, 2025 statement, the panel cannot consider that statement at this written record hearing. 8 AAC 45.120(f), (h). Even if Employee's undated statement was considered, Employee's unilateral misunderstanding of the provisions on the SIME form she signed does not qualify as a change of circumstances or a mistake of fact. AS 23.30.130(a); *Harris*. Her unilateral misunderstanding of the SIME form she signed while unrepresented does not constitute good cause to relieve her from the stipulation. 8 AAC 45.050(f)(3); *Rogers & Babler*.

Had Employee's unilateral misunderstanding constituted good cause to relieve her from the stipulation, the panel would order an SIME with a physical medicine and pain specialist and a neurologist. ARNP Paul diagnosed Employee with neck strain and muscle spasm and prescribed a ketorolac injection and metaxalone. Dr. Glaves, a family medicine physician, attributed Employee's symptoms to a "very odd hyper facilitation of her nerves," prescribed physical therapy and medication, and anticipated Employee would be released to work by December 18, 2024, depending on her response to physical therapy. Dr. Kirkham, a physical medicine and rehabilitation specialist, attributed her symptoms to central sensitization, a disorder involving the central nervous system, and recommended cognitive behavior therapy and medication. Dr. Armstrong-Murphy, the EME, disagreed with both Drs. Glaves and Kirkham, and opined Employee's neurological examination were normal, her subjective complaints could not be explained, she did not need continuing medical treatment or the extensive medical treatment Dr. Glaves recommended because she only sustained a scalp and head contusion, and she was medically stable as of November 24, 2024.

Therefore, there are significant medical disputes regarding causation, compensability, treatment, and medical stability between Drs. Glaves and Kirkham and ARNP Paul and EME Dr. Armstrong-Murphy. AS 23.30.095(k); *Bah*. Because both Dr. Glaves and Kirkham attributed Employee's symptoms to her hypersensitive nerves and prescribed medications for nerve pain and Dr. Armstrong-Murphy opined the mechanism of injury was unlikely to have injured her neck or shoulder, an SIME with a physical medical specialist and a neurologist would assist the panel in resolving the significant medical disputes by providing independent medical expert opinions on the dispute regarding whether Employee has nerve pain caused by the work injury and needs medical treatment. *Bah*; *Seybert*; *Olafson*. Because there is no SIME physician on the current SIME list that specializes in both specialties, an SIME panel will be required with two physicians. *Bulletin* 25-03. Dr. Kasendorf is a physical medicine and rehabilitation specialist and Dr. Barkodar is a neurologist, and their office locations are located in relatively close proximity. An SIME panel with physicians located geographically close to one another is quick, fair, and efficient. AS 23.30.001(1). An SIME will be ordered with Drs. Barkodar and Kasendorf. AS 23.30.095(k); AS 23.30.110(g); AS 23.30.135(a); AS 23.30.155(h). Employee's petition to revise the SIME form will not be granted.

CONCLUSION OF LAW

Employee's petition to revise the SIME form should not be granted.

ORDER

1) Employee's petition to revise the SIME form is denied.

2) An SIME will be performed by Drs. Kasendorf and Barkodar from the authorized SIME list. If, at the time of processing, the designee determines that Drs. Kasendorf or Barkodar are not available or qualified to perform the examination under 8 AAC 45.092(e), the designee will notify the parties and request that they provide names, addresses, and curriculum vitae of physicians in accordance with 8 AAC 45.092(f).

3) The medical disputes are causation, compensability, medical treatment, and medical stability on Employee's head, neck, upper back, and right shoulder.

4) All filings regarding the SIME must be sent to workerscomp@alaska.gov and served on opposing parties.

5) Employer will make three copies of all Employee's medical records in its possession, including medical providers' depositions, a written job description (if there is a dispute regarding the employee's ability to return to work) or the written physical demands of the employee's job as described in the United States Department of Labor's *Selected Characteristics of Occupations Defined in the Dictionary of Occupational Titles* (if there is a dispute regarding functional capacities or the employee's eligibility for reemployment benefits), put the copies in chronological order by treatment date, starting with the first medical treatment and proceeding to the most recent medical treatment, number the pages consecutively, put the copies in three binders. **This must be done on or before February 13, 2026**. Employer must serve one binder on Employee and two with the Division, with an affidavit verifying the binders contain copies of all medical records in her possession **no later than 5:00 PM on February 13, 2026**.

6) The binders may be returned for reorganization if not properly Bates stamped and prepared in accordance with this prehearing summary.

7) Not later than 10 days after receipt of the binders, Employee must review the binders to determine if they contain all Employee's medical records in Employee's possession. If the binders are complete, Employee must file an affidavit with the Division verifying the binder contains copies of all medical records in Employee's possession. If the binder is incomplete, Employee must make three copies of the additional medical records missing from the first set of binders. Each copy must be put in a separate binder (as described above). Then two sets of supplemental binders, and an affidavit verifying the medical records completeness must be filed with the Board. The remaining supplemental binder must be served upon Employer together with an affidavit verifying that it is identical to the binders filed with the Board. **Employee is directed to file with the Division and serve the binders on opposing parties within 10 days of receipt**.

8) Any party who receives additional medical records or physicians' depositions after the binders have been prepared and filed with the Division, is directed to make three supplemental binders as described above with copies of the additional records and depositions. **Within seven days after receiving the records or depositions**, the party must file two of the supplemental binders with the Division and serve one supplemental binder on opposing party together with an affidavit verifying that it is identical to the binder filed with the Division.

9) The assigned workers' compensation officer will review, prepare, and submit to the SIME physician questions in accordance with 8 AAC 45.092(h).

10) The parties may review their rights under 8 AAC 45.092(j) to question an SIME physician after the parties receive the physician's report.

11) The parties are advised that a failure to comply with the above orders may result in the SIME going forward notwithstanding the party's noncompliance.

12) The SIME physicians are located outside of Alaska and long-distance travel is required. If Employee requires travel accommodations, she must request an accommodation from the Workers' Compensation Director. The accommodation request must be accompanied by a letter from Employee's treating physician detailing the necessary accommodation.

Dated in Anchorage, Alaska on January 22, 2026.

ALASKA WORKERS' COMPENSATION BOARD

/s/
Kathryn Setzer, Designated Chair

/s/
Randy Beltz, Member

/s/
Brian Zematis, Member

PETITION FOR REVIEW

A party may seek review of an interlocutory or other non-final Board decision and order by filing a petition for review with the Alaska Workers' Compensation Appeals Commission. Unless a petition for reconsideration of a Board decision or order is timely filed with the board under AS 44.62.540, a petition for review must be filed with the commission within 15 days after service of the board's decision and order. If a petition for reconsideration is timely filed with the board, a petition for review must be filed within 15 days after the board serves the reconsideration decision, or within 15 days from date the petition for reconsideration is considered denied absent Board action, whichever is earlier.

RECONSIDERATION

A party may ask the board to reconsider this decision by filing a petition for reconsideration under AS 44.62.540 and in accordance 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 accordance 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 Interlocutory Decision and Order in the matter of Izabella I. Negus, employee / claimant v. Providence Health & Services, self-insured employer / defendant; Case No. 202411787; 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 January 22, 2026.

/s/
Rochelle Comer, Workers' Compensation Officer I