ALASKA WORKERS' COMPENSATION BOARD

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

KADE WOODELL, Employee, Claimant, v. ALASKA REGIONAL HOSPITAL, Employer, and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, Insurer, Defendants.	INTERLOCUTORY DECISION AND ORDER AWCB Case No. 201901025 AWCB Decision No. 26-0016 Filed with AWCB Anchorage, Alaska on February 24, 2026

Alaska Regional Hospital's and its insurer's (Employer) November 3, 2025, petition to "modify/clarify" *Woodell v. Alaska Regional Hospital*, AWCB Dec. No. 20-0081 (October 21, 2025) (*Woodell XIV*) was heard on the written record on February 3, 2026, in Anchorage, Alaska, a date selected on December 30, 2025. A November 25, 2025, hearing request gave rise to this hearing. Non-attorney Kade Woodell (Employee) represents himself. Attorney Krista Schwarting represents Employer. The record closed at the hearing's conclusion on February 3, 2026. The following decision summary shows this case's tortuous path to date:

Woodell v. Alaska Regional Hospital, AWCB Dec. No. 19-0077 (July 26, 2019) (*Woodell I*) in an interlocutory decision denied Employer's petition to bar Employee's claim based on late notice. Employer sought Alaska Workers' Compensation Appeals Commission (Commission) review.

Alaska Regional Hospital v. Woodell, AWCAC Order on Petition for Review (October 15, 2019) (*Woodell II*) remanded to the Board for credibility findings on Employer's witness. *Woodell v. Alaska Regional Hospital*, AWCB Dec. No. 19-0122 (November 27, 2019) (*Woodell III*) in an interlocutory decision on remand gave no weight to Employer's witness' testimony and declined to change the result in *Woodell I*. Employer again sought review. *Alaska Regional Hospital v. Woodell*, AWCAC Order on Petition for Review (January 21, 2020) (*Woodell IV*) denied Employer's petition for review and motion for a stay, and affirmed *Woodell I.*

Woodell v. Alaska Regional Hospital, AWCB Dec. No. 20-0018 (April 2, 2020) (*Woodell V*) in an interlocutory decision denied Employer's petition to dismiss Employee's claim for discovery violations and addressed discovery issues. *Woodell v. Alaska Regional Hospital*, AWCB Dec. No. 20-0060 (July 21, 2020) (*Woodell VI*) in an interlocutory decision ordered Employee to sign an updated medical record release.

Woodell v. Alaska Regional Hospital, AWCB Dec. No. 20-0081 (September 21, 2020) (*Woodell VII*) was the first merits hearing. In a final decision, *Woodell VII* declined to consider Employer's untimely requests for cross-examination of certain doctors' reports because it found Employer had failed to follow regulations; *Woodell VII* admitted and relied upon the reports. It found Employee's C. difficile (C-diff) infection arose out of and in the course of his employment with Employer. *Woodell VII* denied Employee's claim for permanent total disability (PTD) benefits finding he presented no supporting evidence. It ordered Employer to pay Employee temporary total disability (TTD) benefits "in accordance to the Act and regulations." *Woodell VII* awarded Employee "reasonable and necessary medical care and related transportation expenses for his work injury." It ordered Employer to pay directly to Employee's providers all medical bills related to his work injury in accordance with the Act and the medical fee schedule and ordered Employer to reimburse Employee for out-of-pocket medical bills he paid. *Woodell VII* denied Employee's request for a late-payment penalty, relying on the *Ford* Commission decision. It denied Employee's request for an unfair or frivolous controversion finding. *Woodell VII* ordered Employer to pay interest in accord with the Act and regulations and denied Employee's request for attorney fees and costs as he was not represented by an attorney. Employer appealed *Woodell VII* to the Commission.

Alaska Regional Hospital v. Woodell, AWCAC Dec. No. 288 (June 16, 2021) (*Woodell VIII*) stated it was the third time the Commission had considered "when and where" Employee contracted C-diff. Employer had appealed *Woodell VII* on grounds the Board had denied its due process by not permitting it to cross-examine physicians whose reports Employer had "Smallwooded." *Woodell VIII* remanded *Woodell VII* to allow Employer the right to cross-examine the physicians' opinion letters that had been admitted at the *Woodell VII* hearing.

Woodell v. Alaska Regional Hospital, AWCB Dec. No. 22-0019 (March 16, 2022) (*Woodell IX*) in an interlocutory opinion confirmed an oral order continuing the remand hearing. It advised Employee if he wanted to rely on his physicians' opinion letters, he had to present the physicians by deposition or at hearing to give Employer the right to cross-examine them.

Woodell v. Alaska Regional Hospital, AWCB Dec. No. 22-0051 (July 14, 2022) (*Woodell X*) in a final decision excluded the subject opinion letters because Employee did not depose the physicians or present them at hearing. *Woodell X* held that Employee's C-diff infection did not arise out of and in the course of his employment with Employer. It denied his claim. Employee appealed.

Woodell v. Alaska Regional Hospital, AWCAC Dec. No. 302 (April 19, 2023) (*Woodell XI*) affirmed *Woodell X*. Employee appealed again.

In *Woodell v. Alaska Regional Hospital*, 576 P.3d 62 (Alaska 2025) (*Woodell XII*), the Court addressed Employee's contention that the Commission in *Woodell VIII* had improperly reversed *Woodell VII*'s application of agency regulations regarding filing, objecting to and admitting written evidence. On Employee's appeal from *Woodell X*, the Court found these procedural issues "dispositive" to his appeal. Ultimately, the Court held that *Woodell VII*'s interpretation of its evidence-filing regulations was correct and found that Employer had waived its right to cross-examine certain doctors on their reports. In this procedural context, the Court considered the implications of reversing the Commission's *Woodell VIII* decision:

> We hold that the Commission erred in the first appeal by ruling that the documents in question were not "medical reports" governed by 8 AAC 45.052. In light of the regulation's text and the Board's longstanding interpretation, we conclude that the

> term "medical reports" is not limited to records prepared in the ordinary course of business. We therefore reverse the Commission's remand order and vacate subsequent decisions of the Board and Commission that followed from the erroneous remand order. We remand for reinstatement of the 2020 compensation award and for any further proceedings on the claim.
> . . . .
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> This ruling [*Woodell VIII*] was the sole basis for the Commission's decision to remand the matter to the Board in 2021. Although the Commission expressed some concerns about the Board's application of the presumption analysis, it ultimately concluded that any errors in this analysis were harmless. Indeed, after reviewing the evidence and applying the presumption framework, the Commission stated that it "must affirm" the compensation award. It remanded solely because of the cross-examination issue. Because the Commission did not identify other grounds for vacating the Board's 2020 decision awarding Woodell compensation, and because Alaska Regional waived any such arguments by failing to brief them, we conclude that the Board's 2020 decision awarding benefits should be reinstated.
> . . . .
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> We REVERSE in part the Commission's 2021 decision, VACATE the 2023 Commission decision and the 2022 Board decisions after the remand, and REMAND to the Commission to remand to the Board with instructions to reinstate the 2020 award of compensation and for further proceedings consistent with this decision.

In footnote 98, the Court addressed Employee's other requests for relief on appeal, stating:

> We cannot impose the penalty for frivolous controversion that Woodell seeks, nor do we address any claims Woodell made for additional benefits following the 2021 remand to the Board. If Woodell wishes to pursue other claims, he must use the Board's process to do so.

On October 6, 2025, the Commission remanded the case to the Board to reinstate the 2020 compensation award and for further proceedings consistent with the Court's opinion. (AWCAC Order on Remand from Alaska Supreme Court (October 6, 2025) (*Woodell XIII*).

Woodell v. Alaska Regional Hospital, AWCB Dec. No. 25-0067 (October 21, 2025) (*Woodell XIV*) reviewed the Commission's October 6, 2025, order remanding the case to reinstate the 2020 compensation award and for further proceedings consistent with the Court's decision. In accordance with the Commission's directive, *Woodell XIV* "reinstated" *Woodell VII*, retained jurisdiction over any claims Employee wanted to pursue, and set a prehearing conference.

ISSUE

Employer contends neither *Woodell XII* nor *Woodell XIV* provided dates during which benefits to Employee must be paid. It further argues that this panel must address the fact that Employee has not submitted medical records for several years. Employer contends that to award ongoing disability benefits, the panel must find that Employee's condition "is not yet stable." In short, it argues that *Woodell XIV* lacks "necessary factual findings to support it and must be modified." Lastly, Employer contends that if it is ordered to pay Employee disability benefits, the decision must "order an offset for the Social Security benefits that the employee is currently receiving."

Employee contends the panel must do exactly as the Court in *Woodell XII* ordered. He objects to any actions taken aside from those directed in *Woodell XII* and argues that any other action would be a "travesty of justice."

Shall Employer's November 3, 2025, petition be denied?

FINDINGS OF FACT

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

1) On January 21, 2020, according to the agency file, Employer commenced paying Employee $616.76 per week in TTD benefits. It paid these benefits from January 21, 2020, through July 4, 2020. Although it is difficult to discern the precise amount, in 2019 and 2020 Employer also reported having paid Employee's physicians approximately $17,000. There is no evidence Employer has paid Employee any benefits or paid his medical providers on his behalf any benefits, since 2020. (Agency file: Payment's tab, accessed February 23, 2026).

2) Employer has filed eight controversions in this case. None of them have denied benefits on grounds that Employee was not disabled. To the extent Employer's controversions denied "All Benefits," those were based on opinions that Employee's C-Diff did not arise out of and in the course of his employment with Employer. Some were based on the assertion that Employee failed to report his injury timely, or that his condition did not meet the statutory "injury" definition. (Controversion Notice, January 23, 2019, February 21, 2019, July 20, 2020, August 14, 2020, October 12, 2021, November 17, 2021, November 18, 2021, and November 18, 2021).

3) Employer has not filed any controversions in this case since November 30, 2021. (Agency file; Judicial, Party Actions, Controversion tabs, accessed February 23, 2026).

4) On September 21, 2020, *Woodell VII* concluded:

> 1) The oral order declining to consider Employer's untimely requests for cross-examination was correct.
> 2) Employee's C-Diff infection arose out of and in the course of his employment with Employer.
> 3) Employee is not entitled to PTD benefits.
> 4) Employee is entitled to TTD benefits.
> 5) Employee is entitled to medical care and related transportation costs.
> 6) Employee is not entitled to a late-payment penalty.
> 7) Employer's July 20, 2020, controversion notice was not unfair or frivolous.
> 8) Employee is entitled to interest.
> 9) Employee is not entitled to attorney fees and costs.

Woodell VII ordered:

> 1) Employer's untimely requests for cross-examination will not be considered.
> 2) Employee is not entitled to PTD benefits.
> 3) Employer shall calculate and pay Employee TTD benefits.
> 4) Employer shall pay reasonable and necessary future medical costs and related medical travel expenses for the work injury.
> 5) Employer shall pay Employee in [sic] out-of-pocket medical expenses related to his work injury in accordance with the Act and the medical fee schedule. If Employee's private health insurance or some other entity paid some of these bills, the health care providers shall reimburse the payors.
> 6) Employer shall pay Employee's outstanding medical bills related to his work injury directly to Employee's medical providers in accordance with the Act and the medical fee schedule.
> 7) Employee [sic] request for a finding that Employer's July 20, 2020, controversion was unfair or frivolous shall be denied.
> 8) Employee's request for a late-payment penalty shall be denied.
> 9) Employee's request for attorney fees and costs shall be denied.

3) On September 19, 2025, the Alaska Supreme Court reinstated *Woodell VII*. (*Woodell XII*).

4) On October 6, 2025, the Commission remanded to reinstate *Woodell VII*. (*Woodell XIII*).

5) On October 21, 2025, the Board reinstated *Woodell VII*. (*Woodell XIV*).

6) On November 3, 2025, Employer filed and served the following request:

> At the Alaska Supreme Court's direction, the Board has reinstated its 2020 decision awarding the employee's medical and indemnity benefits. The employer and

> carrier/adjuster requested modification/clarification of this decision. It has been nearly five years since the Board's decision, and the employee has not presented evidence of ongoing positive C. Diff. tests and medical authorization of time-loss benefits. It is unclear from which dates benefits should be paid, or whether there is an ongoing award of benefits despite the lack of positive tests and medical authorization that the employee cannot work. The employee has also asserted various orthopedic conditions connected to his claim that were not addressed by the 2020 decision, which were denied by the Board in 2022. The employer and carrier/adjuster assert that since the 2020 decision did not address those, benefits are not due and payable for those. Finally, the EE is apparently receiving Social Security benefits, which needs to be addressed by the Board in terms of whether an offset is due. The employer and carrier/adjuster specifically reserve the right to request clarification on additional matters. (Petition, November 3, 2025).

7) On January 23, 2026, Employee filed a document that this panel treated as his hearing brief. He requested the panel do "exactly as the Supreme Court of Alaska has ordered." Employee objected to any action taken aside from following the "direct commands, decisions, orders, and awards as explicitly commanded by the Supreme Court." In general, Employee stated he was displeased with the Board and Commission and contended "workers' compensation" in Alaska has become corrupted "into a travesty of Smallwood justice wielded by employers for half a century." He implied that he remains disabled and "sick, broken, vomiting, [and] unable to sit or stand or type without pain." Employee added:

> In addition to the orders and awards, I compel the AWCB to make my family whole through every avenue of reimbursement and benefits, including penalties for frivolous denial, interest, moving costs, etc. as I have requested. . . .
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> Furthermore, and finally -- an imminent decision is due from the Board as ordered by the Supreme Court. Therefore, I formally object to this hearing from the employer in the first place as out-of-order.
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> The Board must issue a decision immediately awarding benefits to the worker -- and this hearing, or any other hearing in which a single opinion or objection is heard from the Employer becomes a travesty of justice which I will appeal back to the Commission and to the Supreme Court. (Employee's brief, January 23, 2026).

8) On January 27, 2026, Employer argued neither *Woodell XIII* nor *Woodell XIV* provided dates for which benefits are due. It contended the panel must address the fact that Employee has not submitted medical records for several years, but the panel must still find that his condition is not yet medically stable to justify the "award" in *Woodell XIV*. Employer argued that *Woodell XIV*

lacks "necessary factual findings to support it and must be modified." It contended *Woodell XIV* ordered ongoing medical benefits without medical documentation regarding Employee's current condition or whether further medical benefits are needed. Lastly, Employer argued the panel must order a Social Security Disability (SSD) offset. (Employer's Brief, January 27, 2026).

9) Since the Court vacated several Board and Commission decisions, and remanded, there are claims presently pending in this case. (Agency File, accessed February 23, 2026).

10) There is no evidence in the agency file regarding Employee's alleged receipt of SSD benefits. (Agency file, accessed February 24, 2026).

PRINCIPLES OF LAW

In *Richard v. Fireman's Fund*, 384 P.2d 445, 449 (Alaska 1963), the Alaska Supreme Court said:

> We hold to the view that a workmen's compensation board or commission owes to every applicant for compensation that duty of fully advising him as to all the real facts which bear upon his condition and his right to compensation, so far as it may know them, and of instructing him on how to pursue that right under the law.

Richard cited with approval from decisions from other jurisdictions where the courts declared, "The Workmen's Compensation Act was enacted for the benefit of the employee. The Industrial Accident Board is a state board created by legislative act to administer this remedial legislation, and under the act the Board's first duty is to administer the act so as to give the employee the greatest possible protection within the purposes of the act."

In *Bohlmann v. Alaska Construction & Engineering*, 205 P.2d 316, 319-21 (Alaska 2009), the Alaska Supreme Court addressed this same issue and said:

> A central issue inherent to Bohlmann's appeal is the extent to which the board must inform a *pro se* claimant of the steps he must follow to preserve his claim. . . .
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> In *Richard* . . . we held that the board must assist claimants by advising them of the important facts of their case and instructing them how to pursue their right to compensation. We have not considered the extent of the board's duty to advise claimants. . . .

Bohlmann also stated, "Alternatively, the designee or the board should at least have told Bohlmann specifically how to determine" if the employer's assertion regarding a timeline was correct. The

Court said, "This minimal information would have made it clear to the claimant" how to protect his rights under the Alaska Workers' Compensation Act (Act). *Bohlmann* continued:

> We have held that a trial court has a duty to inform a pro se litigant of the 'necessity of opposing a summary judgment motion with affidavits or by amending the complaint. We likewise have held that a trial court must tell a pro se litigant that he needs an expert affidavit in a medical malpractice case and must inform him of deficiencies in his appellate paperwork, giving him an opportunity to correct them. When a pro se litigant alerted a trial court that the opposing party had not complied with her discovery requests, we held that the court should have informed her of the basic steps she could take, including the option of filing a motion to compel discovery. In evaluating the accuracy of notice of procedural rights by an opposing party, we have noted that *pro se* litigants are not always able to distinguish between 'what is indeed correct and what is merely wishful advocacy dressed in robes of certitude.' The board, as an adjudicative body with a duty to assist claimants, has a duty similar to that of courts to assist unrepresented litigants.
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> Here, the board at a minimum should have informed Bohlmann how to preserve his claim. . . . Its failure to recognize that it had to do so in this case was an abuse of discretion. . . .
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> **AS 23.30.030. Required policy provisions.** A policy of a company insuring the payment of compensation under this chapter is considered to contain the provisions set out in this section. . . .
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> (4) The insurer will promptly pay to the person entitled to them the benefits conferred by this chapter, . . .
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> **AS 23.30.045. Employer's liability for compensation.** (a) An employer is liable for and shall secure the payment to employees of the compensation payable under AS 23.30.041, 23.30.050, 23.30.095, 23.30.145, and 23.30.180 - 23.30.215. . . .
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> **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. However, if the condition requiring the treatment, apparatus, or medicine is a latent one, the two-year period runs from the time the employee has knowledge of the nature of the employee's disability and its relationship to the employment and after disablement. It shall be additionally provided that, if continued treatment or care or both beyond the two-year period is indicated, the injured employee has the right of review by the board. The board may authorize continued treatment or care or both as the process of recovery may require. When medical care is required, the injured employee may

designate a licensed physician to provide all medical and related benefits. The employee may not make more than one change in the employee's choice of attending physician without the written consent of the employer. Referral to a specialist by the employee's attending physician is not considered a change in physicians. Upon procuring the services of a physician, the injured employee shall give proper notification of the selection to the employer within a reasonable time after first being treated. Notice of a change in the attending physician shall be given before the change. . . .

(e) The employee shall, after an injury, at reasonable times during the continuance of the disability, if requested by the employer or when ordered by the board, submit to an examination by a physician or surgeon of the employer's choice authorized to practice medicine under the laws of the jurisdiction in which the examination occurs, furnished and paid for by the employer. The employer may not make more than one change in the employer's choice of a physician or surgeon without the written consent of the employee. Referral to a specialist by the employer's physician is not considered a change in physicians. An examination requested by the employer not less than 14 days after injury, and every 60 days thereafter, shall be presumed to be reasonable, and the employee shall submit to the examination without further request or order by the board. Unless medically appropriate, the physician shall use existing diagnostic data to complete the examination. . . .

AS 23.30.097. Fees for medical treatment and services. . . .

(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.

(g) Unless the employer controverts a charge, the employer shall reimburse an employee's prescription charges under this chapter within 30 days after the employer receives the health care provider's completed report and an itemization of the prescription charges for the employee. Unless the employer controverts a charge, an employer shall reimburse any transportation expenses for medical treatment under this chapter within 30 days after the employer receives the health care provider's completed report and an itemization of the dates, destination, and transportation expenses for each date of travel for medical treatment. If the employer does not plan to make or does not make payment or reimbursement in full as required by this subsection, the employer shall notify the employee and the employee's health care provider in writing that payment will not be made timely and the reason for the nonpayment. The notification must be provided not later than the date that the payment is due under this subsection.

(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 23.30.110. Procedure on claims. (a) Subject to the provisions of AS 23.30.105, a claim for compensation may be filed with the board in accordance with its regulations at any time after the first seven days of disability following an injury, or at any time after death, and the board may hear and determine all questions in respect to the claim.
. . . .

(c) Before a hearing is scheduled, the party seeking a hearing shall file a request for a hearing together with an affidavit stating that the party has completed necessary discovery, obtained necessary evidence, and is prepared for the hearing. . . . If the employer controverts a claim on a board-prescribed controversion notice and the employee does not request a hearing within two years following the filing of the controversion notice, the claim is denied.

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;

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. . . .

AS 23.30.145. Attorney fees. (a) . . . When the board advises that a claim has been controverted, in whole or in part, the board may direct that the fees for legal services be paid by the employer or carrier in addition to compensation awarded; the fees may be allowed only on the amount of compensation controverted and awarded.

(b) If an employer fails to file timely notice of controversy or fails to pay compensation or medical and related benefits within 15 days after it becomes due or otherwise resists the payment of compensation or medical and related benefits and if the claimant has employed an attorney in the successful prosecution of the claim, the board shall make an award to reimburse the claimant for the costs in the proceedings, including reasonable attorney fees. The award is in addition to the compensation or medical and related benefits ordered.

AS 23.30.155. Payment of compensation. (a) Compensation under this chapter shall be paid periodically, promptly, and directly to the person entitled to it, without an award, except where liability to pay compensation is controverted by the employer. To controvert a claim, the employer must file a notice, in a format prescribed by the director, stating

(1) that the right of the employee to compensation is controverted;
(2) the name of the employee;
(3) the name of the employer;
(4) the date of the alleged injury or death; and
(5) the type of compensation and all grounds on which the right to compensation is controverted.

(b) . . . Subsequent compensation shall be paid in installments, every 14 days, except where the board determines that payment in installments should be made monthly or at some other period.
. . . .

(d) If the employer controverts the right to compensation, the employer shall file with the division, in a format prescribed by the director, a notice of controversion on or before the 21st day after the employer has knowledge of the alleged injury or death. If the employer controverts the right to compensation after payments have begun, the employer shall file with the division, in a format prescribed by the director, a notice of controversion not later than the date an installment of compensation payable without an award is due. . . .

(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 the installment. This additional 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.

(f) If compensation payable under the terms of an award is not paid within 14 days after it becomes due, there shall be added to that unpaid compensation an amount

> equal to 25 percent of the unpaid installment. The additional amount shall be paid at the same time as, but in addition to, the compensation, unless review of the compensation order making the award as provided under AS 23.30.008 and an interlocutory injunction staying payments is allowed by the court. The additional amount shall be paid directly to the recipient to whom the unpaid compensation was to be paid.
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> (o) The director shall promptly notify the division of insurance if the board determines that the employer's insurer has frivolously or unfairly controverted compensation due under this chapter. After receiving notice from the director, the division of insurance shall determine if the insurer has committed an unfair claim settlement practice under AS 21.36.125.
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> (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.
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> **AS 23.30.180. Permanent total disability.** (a) In case of total disability adjudged to be permanent 80 percent of the injured employee's spendable weekly wages shall be paid to the employee during the continuance of the total disability. If a permanent partial disability award has been made before a permanent total disability determination, permanent total disability benefits must be reduced by the amount of the permanent partial disability award, adjusted for inflation, in a manner determined by the board. . . . In all other cases permanent total disability is determined in accordance with the facts. In making this determination the market for the employee's services shall be
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> (1) area of residence;
> (2) area of last employment;
> (3) the state of residence; and
> (4) the State of Alaska. . . .
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> **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.

Olson v. AIC/Martin J.V., 818 P.2d 669, 672 (Alaska 1991) stated, "[W]e hold that an employee [who has received TTD benefits] presumptively remains temporarily totally disabled unless and until the employer introduces 'substantial evidence' to the contrary." *Municipality of Anchorage v. Carter*, 818 P.2d 661, 665 n. 10 (Alaska 1991) stated the same. *Meek v. Unocal Corp.*, 914 P.2d

1276 (Alaska 1996) stated that the presumption of compensability in AS 23.30.120(a)(1) placed the burden of producing evidence on the employer.

> **AS 23.30.190. Compensation for permanent partial impairment; rating guides.** (a) In case of impairment partial in character but permanent in quality, and not resulting in permanent total disability, the compensation is $177,000 multiplied by the employee's percentage of permanent impairment of the whole person. The percentage of permanent impairment of the whole person is the percentage of impairment to the particular body part, system, or function converted to the percentage of impairment to the whole person as provided under (b) of this section. The compensation is payable in a single lump sum, except as otherwise provided in AS 23.30.041, but the compensation may not be discounted for any present value considerations.
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> (b) All determinations of the existence and degree of permanent impairment shall be made strictly and solely under the whole person determination as set out in the American Medical Association Guides to the Evaluation of Permanent Impairment, except that an impairment rating may not be rounded to the next five percent. The board shall adopt a supplementary recognized schedule for injuries that cannot be rated by use of the American Medical Association Guides.
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> (c) The impairment rating determined under (a) of this section shall be reduced by a permanent impairment that existed before the compensable injury. If the combination of a prior impairment rating and a rating under (a) of this section would result in the employee being considered permanently totally disabled, the prior rating does not negate a finding of permanent total disability. . . .
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> **AS 23.30.225. Social security and pension or profit sharing plan offsets**. . . .
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> (b) When it is determined that, in accordance with 42 U.S.C. 401-433, periodic disability benefits are payable to an employee or the employee's dependents for an injury for which a claim has been filed under this chapter, weekly disability benefits payable under this chapter shall be offset by an amount by which the sum of (1) weekly benefits to which the employee is entitled under 42 U.S.C. 401-433, and (2) weekly disability benefits to which the employee would otherwise be entitled under this chapter, exceeds 80 percent of the employee's average weekly wages at the time of injury.
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> **AS 23.30.395. Definitions.** In this chapter,
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> (28) "medical stability" means the date after which further objectively measurable improvement from the effects of the compensable injury is not reasonably expected to result from additional medical care or treatment, notwithstanding the possible

need for additional medical care or the possibility of improvement or deterioration resulting from the passage of time; medical stability shall be presumed in the absence of objectively measurable improvement for a period of 45 days; this presumption may be rebutted by clear and convincing evidence; . . .

3 AAC 26.100. Additional standards for prompt, fair, and equitable settlements of workers' compensation claims. Any person transacting a business of insurance who participates in the investigation, adjustment, negotiation, or settlement of a workers' compensation claim:

(1) may not require a claimant to travel unreasonably for medical care, rehabilitation services, or any other purpose;
(2) shall provide necessary claim forms, written instructions, and assistance that is reasonable so that any claimant not represented by an attorney is able to comply with the law and reasonable claims handling requirements;
(3) shall promptly make all payments or denials of payments as required by statute or regulation.

8 AAC 45.050. Pleadings. (a) A person may start a proceeding before the board by filing a written claim or petition.

(b) For claims and petitions under this subsection,

(1) a claim is a written request for benefits, including compensation, attorney fees, costs, interest, reemployment or rehabilitation benefits, rehabilitation specialist or provider fees, or medical benefits under AS 23.30 that meet the requirements of (4) of this subsection; the claim may be filed on a form provided by the board; in this chapter, an application is a written claim;
(2) a petition is a written request for action by the board other than a claim that meets the requirements of (8) of this subsection; the petition may be filed on a form provided by the board; . . .

8 AAC 45.052. Medical summary. (a) A medical summary on form 07-6103, listing each medical report in the claimant's or petitioner's possession which is or may be relevant to the claim or petition, must be filed with a claim or petition. The claimant or petitioner shall serve a copy of the summary form, along with copies of the medical reports, upon all parties to the case and shall file the original summary form with the board.

8 AAC 45.060. Service. . . .

(b) If a right may be exercised or an act is to be done, three days must be added to the prescribed period when a document is served by mail.

8 AAC 45.063. Computation of time. (a) In computing any time period prescribed by the Act or this chapter, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period is included, unless it is a Saturday, Sunday or a legal holiday, in which case the period runs until the end of the next day which is neither a Saturday, Sunday nor a holiday.

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). . . .

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.

(e) A reasonable amount for meals and lodging purchased when obtaining necessary medical treatment must be paid by the employer if substantiated by receipts submitted by the employee. Reimbursable expenses may not exceed the per diem amount paid by the state to its supervisory employees while traveling.

8 AAC 45.086. Physician's reports. (a) A provider who renders medical or dental services under the Act shall serve a report on the employer no later than 14 days after each service. The report must include

(1) a statement whether the report is the first report, a treatment plan, or a progress report;
(2) the date of service;
(3) the employee's name, date of injury, date of birth, and social security number;
(4) the date that the employee last worked;
(5) a description of the injury and how it happened;
(6) a statement whether the body part was injured before the work injury, and identification of the date and circumstances of the earlier injury, if any;
(7) the name and address of any other person providing treatment for the injury;
(8) the name of any hospital where the employee was an inpatient for the injury;
(9) the first treatment date;
(10) a description of the employee's subjective complaints;
(11) a description of objective findings and an assessment of the employee's condition, including the diagnosis;
(12) the diagnostic studies prescribed and their results;
(13) a statement whether the provider concluded that the condition is work-related and the basis for the conclusion;
(14) a treatment plan, including the expected length and nature of treatment, the objectives, modalities, and frequency of treatment, and the justification for the frequency of treatments if the number of treatments

(A) during the first month exceeds three treatments per week;
(B) during the second and third months exceeds two treatments per week;
(C) during the fourth and fifth months exceeds one treatment per week; or
(D) during the sixth through twelfth months exceeds one treatment per month;

(15) justification of the medical necessity for a name-brand drug product if one is prescribed;
(16) if the employee is referred to another service provider, the provider's name and address;
(17) a statement whether the employee is released to return to work and any restrictions on the employee's regular duties;
(18) an estimate of the length of disability if the employee cannot be released to return to work;
(19) the date of medical stability or when medical stability is expected;
(20) a statement whether the injury will permanently preclude a return to the job held at the time of injury;
(21) a statement whether the injury is expected to result in permanent impairment;
(22) the permanent partial impairment rating and the factors supporting the rating if the employee is medically stable;

(23) the service provider's name, degree, telephone number, and address;
(24) the service provider's signature; and
(25) the date of the report.

(b) The board will, in its discretion, deny a provider's claim of payment for medical or dental services if the provider fails to comply with this section. . . .

8 AAC 45.142. Interest. (a) If compensation is not paid when due, interest must be paid at the rate established in . . . AS 09.30.070(a) for an injury that occurred on or after July 1, 2000. If more than one installment of compensation is past due, interest must be paid from the date each installment of compensation was due, until paid. If compensation for a past period is paid under an order issued by the board, interest on the compensation awarded must be paid from the due date of each unpaid installment of compensation.

(b) The employer shall pay the interest (1) on late-paid time-loss compensation to the employee
. . . .

(3) on late-paid medical benefits to

(A) the employee or, if deceased, to the employee's beneficiary or estate, if the employee has paid the provider or the medical benefits;
(B) to an insurer, trust, organization, or government agency, if the insurer, trust, organization, or government agency has paid the provider of the medical benefits; or
(C) to the provider if the medical benefits have not been paid.

8 AAC 45.150. Rehearings and modification of board orders. (a) The board will, in its discretion, grant a rehearing to consider modification of an award only upon the grounds stated in AS 23.30.130.

(b) A party may request a rehearing or modification of a board order by filing a petition for a rehearing or modification and serving the petition on all parties in accordance with 8 AAC 45.060.

(c) A petition for a rehearing or modification based upon change of conditions must set out specifically and in detail the history of the claim from the date of the injury to the date of filing of the petition and the nature of the change of conditions. The petition must be accompanied by all relevant medical reports, signed by the preparing physicians, and must include a summary of the effects which a finding of the alleged change of conditions would have upon the existing board order or award.

(d) A petition for a rehearing or modification based on an alleged mistake of fact by the board must set out specifically and in detail

> (1) the facts upon which the original award was based;
> (2) the facts alleged to be erroneous, the evidence in support of the allegations of mistake, and, if a party has newly discovered evidence, an affidavit from the party or the party's representative stating the reason why, with due diligence, the newly discovered evidence supporting the allegation could not have been discovered and produced at the time of the hearing; and
> (3) the effect that a finding of the alleged mistake would have upon the existing board order or award.
>
> (e) A bare allegation of change of conditions or mistake of fact without specification of details sufficient to permit the board to identify the facts challenged will not support a request for a rehearing or a modification.
>
> (f) In reviewing a petition for a rehearing or modification the board will give due consideration to any argument and evidence presented in the petition. The board, in its discretion, will decide whether to examine previously submitted evidence.
>
> **8 AAC 45.225. Social security and pension or profit-sharing plan offsets**. . . .
>
> (d) An employee or beneficiary who is receiving weekly compensation benefits shall
>
> (1) send the employer a copy of the award letter from the Social Security Administration or a copy of the first payment documents from a pension or profit sharing plan; and
> (2) upon the employer's request, sign a release for the employer to get information from the Social Security Administration or the pension or profit sharing plan.

"Reinstate" means, "To place again in a former state or position; to restore <the judge reinstated the judgment that had been vacated>." *Black's Law Dictionary*, 10th edition, p. 1477 (2014).

ANALYSIS

Shall Employer's November 3, 2025, petition be denied?

Employer's November 3, 2025, petition seeks "clarification" or "modification" of *Woodell XIV*. It contends that neither *Woodell XII* nor *Woodell XIV* state the dates for which Employer owes Employee benefits. Furthermore, Employer argues that this panel must find Employee not yet medically stable if it "awards" ongoing disability benefits. Likewise, it contends that *Woodell XIV* could not order "ongoing medical benefits" without current medical records. Employee contends that this decision must enforce the Court's *Woodell XII* order as written.

Employee is correct. By this panel's reading, *Woodell XIV* did not "award" any benefits. It simply followed the Commission's directive, which itself was based on the Supreme Court's edict, and "reinstated" the 2020 decision in *Woodell VII*. "Reinstate" means, "To place again in a former state or position; to restore." An appropriate example is a judge reinstating a judgment that had been vacated. *Black's Law Dictionary*. That is exactly what the Court did here when, in September 2025, it reinstated *Woodell VII* making it the operant decision in this case. Since September 19, 2025, when the Court reinstated *Woodell VII*, the parties were restored to the same "position" they were in on September 21, 2020, when *Woodell VII* was issued. That means they retain their rights to request reconsideration and modification. While the deadline to request *Woodell VII*'s reconsideration has passed, the deadline to request modification has not. Obviously, the parties' rights to appeal *Woodell VII* were resolved in *Woodell XII*.

There is no evidence in the agency file showing that, following *Woodell VII*'s issuance on September 21, 2020, Employer disputed *Woodell VII*'s award of TTD and medical benefits on grounds that Employee was not disabled or did not need medical care. Its controversions and appeal were based on causation, not disability or entitlement to medical treatment for C-diff. *Woodell VII* found Employee "entitled to TTD benefits." It ordered Employer "to calculate and pay TTD benefits in accordance to the Act and regulations." In other words, since disability under §.395(16), and medical treatment under §.095(a) were not at issue, *Woodell VII* directed Employer to "adjust" the successful claim after Employer lost on causation. To date, according to the agency file, Employer has still not paid Employee any TTD or medical benefits since 2020, even though *Woodell XII* in September 2025 reinstated the benefits awarded in *Woodell VII*. Moreover, since *Woodell XII* issued, Employer has not formally controverted any benefits owed to Employee.

Woodell VII found Employee entitled to reasonable and necessary medical care for his work-related C-diff injury. Employer is obligated to pay medical benefits under §.095(a). It ordered Employer to pay directly to Employee's medical providers all medical bills related to his work injury in accordance with the Act and the medical fee schedule. It added that if Employee's private health insurance or some other entity paid these bills, once paid by Employer, these providers would reimburse any third-party insurers. Employer was directed to reimburse Employee for his out-of-pocket medical expenses in accordance with the fee schedule. It may be that there are no

medical records and bills adequate to support payment in Employer's possession under §.097(d), (g). But Employer has not controverted on that basis. *Woodell VII* ordered Employer to pay interest in accordance with the Act and regulations. To date, the agency file shows no evidence that Employer has paid to Employee, or on his behalf, any benefits awarded in *Woodell VII*.

Hearing panels do not "adjust" claims. That is Employer's adjuster's job. The law in §.030(4) requires Employer's insurer to "promptly pay to the person entitled to them the benefits conferred by this chapter," which would include benefits awarded in *Woodell VII*. Under §.045(a), Employer is liable for and shall secure payment of compensation payable under the Act. 3 AAC 26.100(3) specifically states that Employer and its adjuster "shall promptly make all payments or denials of payments as required by statute or regulation." *Woodell XIV* does not need "clarification" or "modification." This case needs adjustment and payment. *Woodell VII* found Employee was entitled to TTD benefits in accordance with the Act and regulations. There is a legal presumption under §.120(a)(1) that disability continues. *Olson*; *Carter*. The burden falls on Employer to show that disability has ended based on the facts or the law. *Meek*.

The Court in *Woodell XII* vacated the 2023 Commission decision and the 2022 decisions made after the remand and remanded to the Commission to remand to this panel with instructions to reinstate the 2020 compensation award and for further proceedings consistent with the Court's decision. Thus, the only decision in effect is *Woodell VII*. Employer's November 3, 2025, petition for clarification or modification will be denied. Since the Court vacated decisions issued after *Woodell VII*, there remain pending claims, which makes the instant decision interlocutory, because it does not resolve resolves all pending claims in this case. Employer will be directed to adjust the claim and pay Employee benefits accordingly.

Employer also contends this decision must adjust benefits for Employee's alleged receipt of SSD. There is no evidence in the agency file showing Employee is receiving SSD benefits. In any event, an SSD offset under §.225(b) is not properly before this panel and will not be decided here.

Just as hearing panels do not adjust claims, they likewise do not create them for injured workers either. Employee has expressed a desire for his "claim" to be ruled upon promptly and a reluctance

to file a new or amended claim. For this or any other panel to rule on pending or new claims, Employee must provide evidence to at least raise the statutory presumption in §.120(a)(1). As he should know by now, that requires medical evidence to demonstrate that Employee is not yet medically stable, or is permanently and totally disabled, or has a permanent partial impairment (PPI), or needs specific medical care and treatment, and evidence as to the medical costs incurred. The Court in *Woodell XII* expressly stated that if Employee sought additional benefits he had to go through the "process."

Therefore, in accordance with this panel's duty under *Richard* and *Bohlmann*, it "fully advises" Employee of the following "process" to protect his rights under the Act: The parties retain their right to seek modification of *Woodell VII*. The panel presumes the Court served the parties with its September 19, 2025, opinion on that date, by mail. Thus, they have a right to petition for modification of *Woodell VII* under §.130(a) for one year, which equates to no later than September 23, 2026, pursuant to §.060(b) and §063(a) (September 20, 2025, the day after the Court issued its opinion + 3 days added for service by mail = September 23, 2026, which is not a weekend or holiday). For example, if Employee's condition has changed since *Woodell VII* issued, he may request modification of *Woodell VII*'s order denying his PTD claim under §.180(a), in accordance with §.130(a) and 8 AAC 45.150(a)-(f).

Depending upon how Employer adjusts his case, Employee may alternately seek additional TTD benefits under §.185. If Employee is medically stable under §.395(28), and if he believes he is not PTD status, Employee may ask his attending physician to provide a PPI rating under §.190(a)-(c). If his attending physician does not perform PPI ratings under the American Medical Association *Guides to the Evaluation of Permanent Impairment* (*Guides*) Sixth Edition (2024), he may ask his attending physician for a referral to a physician who does perform such ratings.

Employee also retains his right to file a new claim now, or if he is dissatisfied with any forthcoming payment from Employer he can file a claim at that time under §.110(a) and 8 AAC 45.050(a) and (b)(1). This case is procedurally complex and convoluted. At a merits hearing on his existing claims and any new claims, Employee must specify the dates for which he seeks benefits, the kind of benefits he seeks, and must produce at least enough evidence to raise the §.120(a)(1)

presumption. The panel highly encourages Employee to file an amended claim specifying his request for any ongoing benefits; this will likely move his case forward more quickly.

If Employer controverts a future claim, Employee must request a hearing or ask for more time to request one within two years from the date Employer controverts the claim under §.110(c), or his claim may be denied. Employee can calculate the deadline under §.110(c) as follows: If Employer serves Employee with a controversion notice by mail, three days must be added to the two-year period under 8 AAC 45.060(b). If the deadline falls on a weekend or a legal holiday, Employee's deadline to request a hearing, or ask for more time to request one, runs until the end of the next day which is neither a weekend nor a holiday, under 8 AAC 45.063(a). Employee may seek relief not involving benefits by filing a petition under 8 AAC 45.050(b)(2).

Employee has a right to hire an attorney, at no cost to him. AS 23.30.145(a), (b). He may obtain a list of attorneys who represent injured workers from the Workers' Compensation Division (Division), by calling (907) 269-4980. The panel highly encourages him to obtain counsel.

If Employee believes Employer has failed to pay him benefits awarded in *Woodell VII* timely, he may file a claim for a penalty under §.155(a), (b), (d), (e) or (f). If he believes Employer "frivolously or unfairly" controverted compensation due under the Act, he may so claim under §.155(o). If he prevails on a §.155(o) claim, it will provide him no compensation, but it will result in his case being referred to the Division Director for referral to the Division of Insurance, which will determine if the insurer in this case has committed an unfair claim settlement practice under state law. Employee may be entitled to interest on all benefits awarded in *Woodell VII*, in accordance with §.155(p) and 8 AAC 45.142(a) and (b)(3)(A-C).

If Employee wants Employer to pay for his previous medical care, and ongoing medical care for his work injury, he must obtain, file on a Medical Summary and serve on Employer all relevant medical records under §.097(d) and 8 AAC 45.052(a). Employee may not be required by a provider to pay a fee or charge for medical treatment or service provided under the Act for his work injury, under §.097(f). Employer is not obligated to pay Employee's bills for medical treatment for his work injury within 30 days until it receives a provider's bill and a completed

medical report, whichever it receives later, under §.097(d), and 8 AAC 45.082(d). Likewise, Employer is not obligated to reimburse Employee's prescription charges until 30 days after the date it receives the provider's completed report and itemization of prescription charges, under §.097(g). Employee is reminded that Employer retains its right to send Employee for an employer's medical evaluation (EME) under §.095(e) but may not require him to travel "unreasonably" for that evaluation under 3 AAC 26.100(1). If he seeks medical travel expenses and per diem from Employer for his work injury, Employee must prepare a transportation log and obtain receipts for meals and lodging while obtaining medical treatment, and provide it to Employer, under 8 AAC 45.084(a)-(e).

Employee's attending physicians may not be familiar with Alaska workers' compensation requirements. Therefore, he is advised to obtain a Physician's Report form from the Division's website and provide copies to relevant medical providers for their use, under 8 AAC 45.086(a)-(b). Employee should advise his medical providers that the provider's may receive payment for medical treatment and services under the Act only if the providers bill Employer for services within 180 days after the latter of (1) the date of service; or (2) the date the provider knew of the claim and knew it was related to his employment, under §.097(h).

Lastly, if Employee is receiving SSD benefits, he is required to send Employer an copy of the SSD "award letter," granting him benefits and stating the amount of his initial SSD monthly entitlement. He is further advised that he must also sign and return a SSD release to Employer if it provides him with one, under 8 AAC 45.225(d)(1)-(2).

As Employee is obviously aware, the workers' compensation system is complicated, and its statutes and regulations are subject to various but disparate interpretations. Consequently, Employee is again encouraged to obtain an attorney to represent him. Given the procedural complexity of this case, the parties are highly encouraged to contact the Division about mediating this matter with an experienced hearing officer at no charge to them for a more rapid conclusion.

CONCLUSION OF LAW

Employer's November 3, 2025, petition will be denied.

ORDER

1) Employer's November 3, 2025, petition is denied.

2) Employer is directed to adjust Employee's case based on the factual findings and orders set forth in *Woodell VII* and based on the law and on the evidence.

Dated in Anchorage, Alaska on February 24, 2026.

ALASKA WORKERS' COMPENSATION BOARD

/s/
William Soule, Designated Chair

/s/
Michael Dennis, Member

/s/
Anthony Ladd, 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 Kade Woodell, employee / claimant v. Alaska Regional Hospital., employer; Indemnity Insurance Company of North America, insurer / defendants; Case No. 201901025; dated and filed in the Alaska Workers' Compensation Board's office in Anchorage, Alaska, and served on the parties by certified US Mail on February 24, 2026.

/s/
Rochelle Comer, Workers' Compensation Officer