

Case Number:	CM14-0167837		
Date Assigned:	10/15/2014	Date of Injury:	08/12/2012
Decision Date:	11/26/2014	UR Denial Date:	09/17/2014
Priority:	Standard	Application Received:	10/13/2014

HOW THE IMR FINAL DETERMINATION WAS MADE

MAXIMUS Federal Services sent the complete case file to an expert reviewer. He/she has no affiliation with the employer, employee, providers or the claims administrator. The expert reviewer is Board Certified in Occupational Medicine and is licensed to practice in California. He/she has been in active clinical practice for more than five years and is currently working at least 24 hours a week in active practice. The expert reviewer was selected based on his/her clinical experience, education, background, and expertise in the same or similar specialties that evaluate and/or treat the medical condition and disputed items/services. He/she is familiar with governing laws and regulations, including the strength of evidence hierarchy that applies to Independent Medical Review determinations.

CLINICAL CASE SUMMARY

The expert reviewer developed the following clinical case summary based on a review of the case file, including all medical records:

The claimant was injured on 08/12/12. Interpretation services for the patient for a visit with [REDACTED] are under review. The claimant has ongoing neck, low back, and left shoulder pain rated 8/10. She has reported worsening pain. MRIs of the cervical and lumbar spines and an MRA of the left shoulder along with medications have been prescribed. She was evaluated on 09/16/14. Her pain was frequent and was the same with radiation into the left upper extremity. She also had low back pain that was frequent and radiated to the left lower extremity. Her pain was better with rest and medication and she was taking Norco. She was in no acute distress. Topical gel was ordered along with urine drug screen and imaging studies. There is no specific mention in the notes of a language barrier that appears to be significant. She did complete a questionnaire in Spanish. There is no indication that she requires an interpreter at this time or needs assistance communicating.

IMR ISSUES, DECISIONS AND RATIONALES

The Final Determination was based on decisions for the disputed items/services set forth below:

Interpreting service for patient for visit with [REDACTED]: Upheld

Claims Administrator guideline: The Claims Administrator did not base their decision on the MTUS. Decision based on Non-MTUS Citation Title 8, California Code Regulations, Fees for Interpreter Services

MAXIMUS guideline: The Expert Reviewer did not base their decision on the MTUS. Decision based on Non-MTUS Citation California Code of Regulations

Decision rationale: The history and documentation do not objectively support the request for interpreting service for a visit with [REDACTED]. The MTUS do not address this request and the California Code of Regulations states "Interpreter Certification Title 8, California Code of Regulations 9795.3. Fees for Interpreter Services (a) Fees for services performed by a certified or provisionally certified interpreter, upon request of an employee who does not proficiently speak or understand the English language, shall be paid by the claims administrator for any of the following events: (1) An examination by a physician to which an injured employee submits at the requests of the claims administrator, the administrative director, or the appeals board; (2) A medical treatment appointment; (3) A comprehensive medical-legal evaluation as defined in subdivision (c) of Section 9793, a follow-up medical-legal evaluation as defined in subdivision (f) of Section 9793, or a supplemental medical-legal evaluation as defined in subdivision (k) of Section 9793; provided, however, that payment for interpreter's fees by the claims administrator shall not be required under this paragraph unless the medical report to which the services apply is compensable in accordance with Article 5.6. Nothing in this paragraph, however, shall be construed to relieve the party who retains an interpreter from liability to pay the interpreter's fees in the event the claims administrator is not liable. (4) A deposition of an injured employee or any person claiming benefits as a dependent of an injured employee, at the request of the claims administrator, including the following related events: (i) Preparation of the deponent immediately prior to the deposition, (ii) Reading of a deposition to a deponent prior to signing, and, (iii) Reading of prior volumes to a deponent in preparation for continuation of a deposition. (5) An appeals board hearing, or arbitration. (6) A conference held by an information and assistance officer pursuant to Chapter 2.5 (commencing with Section 5450) of Part 4 of Division 4 of the Labor Code to assist in resolving a dispute between an injured employee and a claims administrator. (7) Other similar settings determined by the Workers' Compensation Appeals Board to be reasonable and necessary to determine the validity and extent of injury to an employee." In this case, there is no clear evidence of a significant language barrier such that the claimant requires this type of service. The office notes that have been reviewed do not describe this type of difficulty. The anticipated benefit to the claimant and the indication for this request have not been explained. The medical necessity of this request for interpreting services for an office visit with [REDACTED] has not been demonstrated.