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### **Do I Have to Pay for A QRC to Use An Interpreter? Maybe Not.**

By Ashley R. Frescoln  
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The W.C.C.A. recently decided a case, *Aguilar v. Kendell Doors & Hardware, Inc.*, affirming the compensation judge's denial of bills for interpretation services where a QRC did not include those costs as part of the rehabilitation plan.

The Employee, a native Spanish speaker, suffered an admitted work-related injury while working for the Employer in 2019. The Employer and Insurer assigned a Spanish-speaking QRC to assist the employee with medical management and return to work issues. The Employee requested a change in QRC and selected a QRC who did not speak Spanish. This QRC hired an interpreter to assist with interpretation between herself and the Employee. She did not include any anticipated costs associated with hiring the interpreter in her rehabilitation plan or amendments. The interpreter billed the Employer and Insurer directly for the cost of interpretive services. The Employer and Insurer denied payment, in part, based on federal and state laws that require a medical provider to provide and pay for meaningful access to services for Limited English Proficient persons.

The matter proceeded to hearing and the compensation judge denied the employee's request for payment of the interpreter's services on the basis that there was nothing in the workers' compensation statute or rules that required employers and insurers to pay for interpretive services for injured workers to access a QRC or other rehabilitation services. The Employee appealed.

On appeal, the WCCA noted that, under Minn. Stat. §176.102, an employer is liable for rehabilitation expenses including the cost of rehabilitation services and the cost of "supplies" necessary for implementation of the plan. Minn. Stat. §176.102, subd. 9(a)(2). The statute also provides that the employer and insurer shall pay for expenses agreed to be paid, that charges for rehabilitation services shall be submitted on proper forms, and that no payment shall be made unless listed on the prescribed forms. Minn. Stat. §176.102, subd. 9(b).

The W.C.C.A. held that because interpretive services were never listed as part of the rehabilitation plan, as required by the rules, and the QRC never informed the employer and insurer about the need for an interpreter before the services were provided, the employer and insurer cannot be held responsible for those interpretation bills.

Takeaway #1: If you receive bills for interpretation services for a QRC, carefully review the rehabilitation plan to ensure those services are listed as part of the plan. If they are not, you have a basis to deny payment of interpretation services under *Aguilar v. Kendell Doors & Hardware, Inc.*, No. WC22-6448 (July 19, 2022)

Takeaway #2: It is important to review all Rehabilitation Plans. If you do not want to pay for a QRC to hire an interpreter to attend medical appointments or communicate with the employee and you want to argue that is not a cost that the employer and insurer should bear, then you must object to that cost by filing a Rehabilitation Request within 15 days of receipt of the Plan. If you do not object, you may get stuck paying for these interpretation services.

Although the W.C.C.A. declined to address whether an employer/insurer is required to pay for an interpreter for provision of rehabilitation/medical services under the workers' compensation statute, you still may want to dispute interpretation services, even where a QRC identifies interpretation services in the rehabilitation plan. These scenarios should be evaluated on a case-by-case basis. If you need assistance reviewing a rehabilitation plan, please do not hesitate to reach out to any of our attorneys at Brown & Carlson.

Ashley R. Frescoln  
763-252-6382  
[afrescoln@brownandcarlson.com](mailto:afrescoln@brownandcarlson.com)



Brown & Carlson, P.A.  
300 Highway 169 S.,#500  
Minneapolis, MN 55426-1113  
763-591-9950  
F: 763-591-9202