

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

NO. 2008 CA 1351

MILLERVILLAGE CHIROPRACTIC CENTER, A.P.C.C.

VERSUS

OFFICEMAX NORTH AMERICA, INC. AND  
GALLAGHER BASSETT SERVICES, INC.

Judgment Rendered: December 23, 2008.

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On Appeal from the  
Office of Workers' Compensation Administration,  
District 5,  
State of Louisiana  
Docket No. 07-06040

Jason G. Ourso, Workers' Compensation Judge Presiding

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BEFORE: CARTER, C.J., WHIPPLE AND DOWNING, JJ.

**CARTER, C. J.**

This is a dispute between a medical provider and employer concerning payment of workers' compensation benefits. Specifically, the medical provider, Millervillage Chiropractic Center, A.P.C.C. ("Millervillage"), filed a disputed claim for compensation alleging that the employer, OfficeMax North America, Inc. ("OfficeMax"), failed to make full and timely payments for medical services rendered to its injured employee. OfficeMax's workers' compensation insurer/administrator, Gallagher Bassett Services, Inc. ("Gallagher Bassett"), excepted to the subject matter jurisdiction of the Office of Workers' Compensation ("OWC"), contending that its defense included the applicability of Preferred Provider Organization ("PPO") contracts, which removed this dispute from the jurisdiction of the OWC. The OWC ultimately agreed with Gallagher Bassett, granted the exception, and dismissed the disputed claim. Millervillage now appeals.

In the case of **Millervillage Chiropractic Center v. East Baton Rouge Parish School Board**, 08-1350 (La. App. 1 Cir.    /   /   ),     So.2d    , this court considered the jurisdiction of the OWC over such disputes. For the reasons set forth therein, we conclude that the OWC does have subject matter jurisdiction to hear the claim presented herein. Accordingly, the judgment of the OWC is reversed and this matter is remanded for further proceedings. Costs of this appeal are assessed to OfficeMax North America, Inc., and Gallagher Bassett Services, Inc. This memorandum opinion is issued in compliance with URCA Rule 2-16.1.B.

**REVERSED.**