

Before the
New Hampshire Board of Registration in Podiatry
Concord, New Hampshire 03301

In the Matter of)
)
Stanley A. Gorgol, D.P.M.) Docket No. 88-002
License No. 0128)

DECISION

By the Board: Chris Panagoulis, D.P.M., chairman; Paul Fachada, D.P.M.
Leon Hickey, D.P.M., Roderick Bachmann, D.P.M.

Kevin Monahan, public member, did not participate.

Background

This is a disciplinary proceeding conducted by the New Hampshire Board of Registration in Podiatry ("the Board") under RSA 315:9 for the purpose of examining allegations of unprofessional conduct against Stanley A. Gorgol, D.P.M. ("Respondent"). These allegations were based upon a letter of complaint from Ann St. Hilaire ("Complainant") of 48 Mathias Street, Salem, New Hampshire.

A Notice of Hearing was served September 15, 1988, which specified five principal issues to be examined by the Board:

- 1) Whether Dr. Gorgol harassed Complainant, demanding money for services he rendered;
- 2) Whether Dr. Gorgol's professional fees are in line with other practitioners in the state;
- 3) Whether overpayment made by Blue Cross-Blue Shield was paid back by Dr. Gorgol
- 4) Whether professional fees, payment schedules and other office policies of the Respondent were discussed with the Complainant, before surgery, by Dr. Gorgol or his office staff.
- 5) Whether and under what circumstances Dr. Gorgol referred Complainant's account to a collection agency.

A hearing was held in Concord, New Hampshire, on October 28, 1988, at which Dr. Gorgol appeared and gave testimony. Testimony was also provided by Mrs. St. Hilaire.

Position of the Parties

DR. PANAGOULIAS: Mrs. St. Hilaire offered certain documents in evidence as well as her own testimony. Exhibit A consists of a letter dated 5/2/88. In her letter she relates having an operation on her left foot by Dr. Stanley Gorgol, 198 Main St., Salem, NH. She relates before the operation she gave him \$250 for a deposit which he states was customary. She has also enclosed a bill showing what has been paid by her insurance and she goes on to relate being harassed by Dr. Gorgol asking for money. She relates that Blue Cross said his bill was out of line and that he has double billed. She continues

relating that Dr. Gorgol is telling her that she owes \$984 on the balance. She continues by relating her foot isn't any better than before it was operated on, that it is numb and that she refuses to go back to him since his only concern apparently is the money. She concludes with the closure that Blue Cross says the \$420 of the payment was in error and an overpayment and they want it back. She relates forwarding the \$420 reimbursement to Dr. Gorgol's office. The rest of Exhibit A consists of explanation of benefits from Blue Cross-Blue Shield for services rendered she received from Dr. Gorgol's office for payment of the \$420 in question. Exhibit A also consists of a letter dated April 21, 1988 to Ann St. Hilaire from Jerritt Hafford, Customer Service Representative, Bedford district office of Blue Cross-Blue Shield explaining the overpayment of \$420. Also included in Exhibit A is a letter from Nancy Walker, supervisor, Provider Inquiry Center, Customer Service Department, Blue Cross-Blue Shield, to Dr. Gorgol with prior approval of the surgery is mentioned. However, there is no itemization of fees or procedures codes listed in the letter. Also enclosed in Exhibit A are copies of Dr. Gorgol's ledger, cards for services provided Ann St. Hilaire. Another letter from Dr. Gorgol to Blue Cross-Blue Shield of Massachusetts dated 7/17/87, complained to them about non-covered services requiring removal of the K-wires in the patient's foot.

The last two documents in Exhibit A are letters from Dr. Gorgol to Mrs. St. Hilaire with regard to two payment checks of \$160 a piece, paid by Blue Cross-Blue Shield to the subscriber which he states were never received by his office staff. A letter from Ann St. Hilaire on April 15, 1988 to Dr. Gorgol stating that she received his letter of 4/13 and that she was quite upset when he said he never received the two checks for \$160. She goes on to say that she has written to Blue Cross-Blue Shield and asked them to send her copies of those two checks and that she would be contacting his office. She goes on to remark about his statement about being unable to treat a person through the mail, that this remark was very unprofessional. She goes on to ask "why would I come back to you for treatment at no charge when you are supposed to do the job in the first place correctly, I will seek professional help from someone I have faith in."

Exhibit B is a letter dated 5/17/88 from Mrs. St. Hilaire to the Board of Registration in Podiatry. In it she states she feels she is being harassed by Dr. Gorgol for money. She writes that Blue Cross informed her by telephone that the bill is way out of line in comparison with similar operations. She goes on to relay that her husband went to Dr. Gorgol's office because his office had told them they were going to put the bill in the hands of a collection agency. She again reiterates that her foot is not any better and that her big toe is still numb. She relates that he wanted her to come back at no charge to examine her. She relates that she would not go back to him because she did not feel he has her best interests at heart. "His interest is in money." Any doctor who would call a patient up on the phone asking for money before Blue Cross-Blue Shield had a chance to pay the bill in her opinion is not a professional person. Also enclosed is a statement from Dr. Gorgol's office of balance due, \$984.12.

Exhibit C is a letter from Mrs. St. Hilaire to Dr. Panagoulis relating that she will be present at the hearing scheduled 10/28/88. Also enclosed is a receipt from small claims complaint, Dr. Gorgol vs Ann St. Hilaire. Also included are copies of previously mentioned exhibits, such as explanation of benefits and previous letters. Also enclosed are copies of checks from Ann

St. Hilaire payable to Dr. Stanley Gorgol. One check, #168, in the amount of \$35, one check #216 in the amount of \$30, one bank order #187776 in the amount of \$250, another bank order #190526 in the amount of \$180, a treasurer's check #122876 dated 9/17/87 to Dr. Stanley Gorgol in the amount of \$1565, as well as other receipts for services rendered by Dr. Gorgol.

Finally, Exhibit D is explanation of benefits from Blue Cross-Blue Shield for all services provided Mrs. Ann St. Hilaire at Parkland Medical Hospital for all medical services provided at the time of her foot surgery. Mrs. St. Hilaire contends that Dr. Gorgol (1) charged unreasonably high fees, (2) harassed her by rude, unfair, overly aggressive demands for payment of his fees, (3) Dr. Gorgol received over payments from the patient's health insurer and not refunding them thereby creating a liability in the complainant to make such repayments, (4) inadequately discussing his policies concerning fees and other business issues before her performing surgery on the patient.

In conclusion and in summary, the complainant indicated that she would be satisfied if a reasonable compromise could be reached on the outstanding balance of the respondent's fee.

Information on the Respondent's Position

The respondent, Dr. Gorgol introduced Exhibit 1, which is explanation of benefits on services rendered 1/6/87 for surgery to Ann St. Hilaire. Exhibit 2 is history and physical on the patient. Exhibit 3 is an operative report with pre-operative and post-operative diagnosis listed as well as the operation on Mrs. St. Hilaire. Exhibit 4 again is a copy of a 12/16/86 letter from Nancy Walker to Dr. Gorgol requesting prior authorization for all the above procedures on Ann St. Hilaire. Exhibit 5 is Dr. Gorgol's letter to N. H. Blue Cross-Blue Shield concerning the scheduled foot surgery and anticipated procedures. Exhibit 6 is Parkland Hospital Medical Center paperwork on Ann St. Hilaire for the removal of her K-wires from surgery as well as x-ray reports. Exhibit 7 consists of a money order dated 12/15/86 to Dr. Gorgol in the amount of \$250 #187776, money order #1905260 3/13/87 in the amount of \$180 to Dr. Gorgol, again from Ann St. Hilaire. Other documents in Exhibit 7 consist of copies of what Blue Shield has paid to their subscribers with an explanation of benefits, copy of Ann St. Hilaire. Copies of a check to Ann St. Hilaire in the amount of \$1565, a money order #122879 in the amount of \$1565 to Dr. Stanley Gorgol from Ann St. Hilaire, check #216 in the amount of \$30 to Dr. Gorgol from Ann St. Hilaire. Copies of Dr. Gorgol's statement cards on Ann St. Hilaire. Explanation of benefits from Massachusetts Blue Cross-Blue Shield to Dr. Stanley Gorgol, copies of insurance forms from Dr. Gorgol's office to insurance carriers. Dr. Gorgol contended that (1) Mrs. Ann St. Hilaire visited his office 11/4/86, x-rays were taken, developed and evaluated. He explained the bunion problem, the arthritis in the joints and Mrs. St. Hilaire's options on treatment. He discussed pre-operatively the results and all possible complications with the possible implant and spent anywhere from 30 to 45 minutes with the patient. (2) he admits that there was an error in the \$30 paid by Mrs. St. Hilaire which was not credited properly by his office staff. (3) Scheduled procedures performed by Dr. Gorgol were exactly the procedures discussed with the patient pre-operatively for all billings to Mrs. St. Hilaire's insurance carriers were properly documented with procedures and fees. Dr. Gorgol answered and discussed his procedures and fees.....(5) Dr. Gorgol states that Ann St. Hilaire has a balance of \$954 on her account, (6) Dr. Gorgol is

willing to consider a compromise on the aforementioned \$954 balance. (7) a letter dated 11/9/88 from Dr. Gorgol to the Board, letter states that he had received the \$320 in contention from Mrs. St. Hilaire as a compromise to the outstanding balance.

In summary of Dr. Gorgol's contentions the respondent took the position that no misconduct or other wrongdoing of any kind had occurred and that he was simply attempting to collect an overdue account. Finally, the Board finds that the respondent was licensed to practice podiatric medicine in Salem, New Hampshire in 1977 and has operated a practice in Salem since that time. On 1/6/87 he performed multiple foot procedures on Mrs. St. Hilaire's left foot. Mrs. St. Hilaire was seen by Dr. Gorgol on 11/4/86 where x-rays were taken of the involved foot as well as the other foot. A diagnosis of hallux rigidus left foot was made along with hallux abductovalgus of the same foot. A plantar flexed second metatarsal deforming was also diagnosed on her left foot. A Keller bunionectomy with a silastic hinge implant left foot was discussed with the patient as well as a closing base wedge osteotomy of the first metatarsal with an external K-wire fixation was discussed as well as an elevating metatarsal osteostomy of the second metatarsal Z-tendon lengthenings to the involved first and second toes followed by below knee cast of the left foot and leg.

Dr. Gorgol discussed the results with all possible complications including rejection and infection. No specific fee discussion took place prior to the surgery on Mrs. St. Hilaire although a pre-authorization letter from Dr. Gorgol to Blue Cross-Blue Shield was forwarded and approved for all of the above procedures. Total surgical fees with post-operative care totaled \$3540 for payments to Dr. Gorgol. \$1565, \$420, and \$370.88 totalling \$2355.88. The amounts paid by the patient of \$30, \$250, \$80 and \$150 total another \$510 bringing the total amount paid to Dr. Gorgol to \$2865.88. The post-operative x-rays, casting, surgical shoe and custom orthotics total \$310 leaving a total balance of \$984.12. A compromise was reached by both parties and the Board received a letter dated 11/9/88 from Dr. Gorgol stating that he had received \$320 in contention from Mrs. St. Hilaire, that he had notified the court in regards to the settlement and considers that Mrs. St. Hilaire's case in regards to the outstanding balance complete and paid in full. Because of the common misconception regarding insurance coverage the Board suggests that Dr. Gorgol assume responsibility for disclosing all fees ahead of time and that it should not be the responsibility of the patient to inquire.

Discussions and Conclusions

There is a significant lack of understanding on the part of Mrs. St. Hilaire concerning the nature of the surgical procedures which Dr. Gorgol planned to perform. She was given insufficient information concerning the costs and the acceptable means of payment. Dr. Gorgol certainly may insist upon his patients assuming full responsibility for the payment of the fees even when they have health insurance but because of the common misconceptions regarding the nature and extent of health insurances for podiatric care it should not be the patient's responsibility to inquire about payment terms. These terms must be carefully explained to the patient by the physician or members of his or her staff under procedures personally approved by the physician. This is not the first time that the Board has addressed complaints from patients of Dr. Gorgol concerning fee issues and he was given a written reprimand for inadequate pre-surgical consultation and fee disclosure on June 22, 1989 - Docket No. 88-001.

Despite the inadequacy of the pre-treatment procedures Dr. Gorgol did not mishandle Mrs. St. Hilaire's left foot procedures and the amount of his fees were in line with other Southern New Hampshire practitioners. The Board also concludes that Dr. Gorgol did not harass the complainant on his attempt to collect the balance due on her account in small claims court. The Board recommends however that the respondent abandon the practice of appearing as a plaintiff in small claims court against his patients or otherwise personally assuming the role of a debt collector to his patients as this tends to undermine the therapeutic aspects of any doctor-patient relationship. When serious collection action must be taken a physician should attempt to refer the work to a third person and should in any event strive to accomplish this necessary evil in as dignified and unemotional fashion as possible. All monies received by Dr. Gorgol from Blue Cross-Blue Shield were in order and no double billing or overpayment was made by Blue Cross-Blue Shield.

In conclusion Dr. Gorgol was acting unprofessionally within the meaning of RSA 350:9-II by not taking reasonable steps to explain fully the nature of the proposed surgical procedure and the possible risks and complications of that procedure. The only document that the Board has seen was the consent form signed by the patient on 11/9/86 to indicate any information on procedures, risks and possible complications. The Board recommends to Dr. Gorgol that a consent form or document be given to the patient well in advance listing all such information. The Board recommends that Dr. Gorgol spend more time in evaluation and education of his patients prior to treatment to alleviate such a breakdown of communication between the doctor and the patient and assume responsibility to disclose all fees and pay requirements in advance. It should not be up to the patient to inquire. This misconduct is not sufficiently severe to warrant the interruption of the respondent's medical practice but it does warrant a formal written reprimand. This decision shall serve as that reprimand.

THEREFORE, IT IS ORDERED, That Stanley A. Gorgol, D.P.M. is disciplined by the issuance of this written reprimand

AND IT IS FURTHER, ordered that this proceeding is terminated.

BY ORDER OF THE BOARD


Chris Panagoulas, DPM, FACFO
Chairman

DATED: 10-24-89

Original to: Dr. Gorgol
Copies to: Mrs. St. Hilaire
Federation of Podiatric Medical Boards
Atty. Jones

NOTE: Send Certified Mail
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