

**IOWA WORKFORCE DEVELOPMENT  
UNEMPLOYMENT INSURANCE APPEALS**

68-0157 (9-06) - 3091078 - EI

**LORI M SKOOG**  
Claimant

**APPEAL NO: 19A-UI-04293-TN**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

**IOWA HOME CARE LLC**  
Employer

**OC: 04/14/19**

**Claimant: Appellant (1)**

Iowa Code § 96.5(2)a – Discharge

**STATEMENT OF THE CASE:**

Lori M. Skoog, the claimant filed a timely appeal from a representative's unemployment insurance decision dated May 16, 2019, (reference 01) which denied unemployment insurance benefits, finding that the claimant was discharged from work on April 15, 2019 for violation of a known company rule. After due notice was provided, an in-person hearing was held in Des Moines, Iowa on June 26, 2019. Claimant participated. Employer participated by Ms. Kasi Wares and Ms. Rachel Eick, Claimant's Manager. Employer's Exhibit 1 and 2 were admitted into the hearing record.

**ISSUE:**

The issue is whether the claimant was discharged for work-connected misconduct sufficient to warrant the denial of unemployment insurance benefits.

**FINDINGS OF FACT:**

Having heard the testimony of the witnesses and having considered the evidence in the record, the administrative law judge finds: Lori M. Skoog began employment with Iowa Home Care, LLC on November 15, 2018. Ms. Skoog was employed as a full-time clinical data specialist and was paid by the hour. Her immediate supervisor was Rachel Eick.

Ms. Skoog was discharged on April 15, 2019 after the employer discovered that the claimant had sent from work to her personal email address information about caregivers and patients that contained the unredacted names of the patients in violation of HIPPA, and company policy. When questioned about the matter, Ms. Skoog agreed that the emails had been sent by her to the intended recipients at Iowa Home Care, LLC and that they also were copied to Ms. Skoog's personal email account, but stated that she "did not remember doing it."

During the course of her employment with Iowa Home Care, LLC, Ms. Skoog became increasingly dissatisfied with the manner that she was being supervised by Ms. Eick. Ms. Skoog had been dissatisfied with numerous management decisions that had been implemented by the organization and Ms. Eick while Ms. Skoog was employed there.

On April 5, 2019, the claimant's level of dissatisfaction with her employment and the supervision of Ms. Eick had reached the level where Ms. Skoog was strongly considering leaving

employment. That day she had complained to management about the decisions made by Ms. Eick and Ms. Eick's treatment. After reconsidering quitting, Ms. Skoog returned to work. She informed management that things were "ok". Later that same week, claimant was told by another hourly employee that they would be sharing some of Ms. Skoog's job responsibilities. Ms. Skoog approached Ms. Eick about the change, and a meeting was held with the claimant, Ms. Eick and Ms. Denny Kilgin. Ms. Skoog explained her concerns about her job change, during the meeting, and Ms. Eick offered the claimant the option to quit employment. Ms. Skoog called off work sick the following day, citing her dissatisfaction about her job, changes in it, and the supervision of Ms. Eick. When Ms. Skoog returned to work on April 15, 2019, she was called to a meeting with Ms. Eick and Ms. Kilgin, and the chief of the program, who was participating by Skype. The employer brought up the issue of the two emails that had been copied by Ms. Skoog to her home email account. Ms. Skoog anticipated her discharge and presented a letter countering the employer reasons for the claimant's job termination.

Ms. Skoog asserts that emails may have been inadvertently sent to her home email account in error due to the volume of emails she processed each day, and there was no reason that she would copy the emails to herself. Ms. Skoog also asserts her belief that the employer had tried to make her quit employment and contrived a reason to discharge her after she had complained to management about the treatment that she had received from Ms. Eick and the recent change in a portion of her daily duties that Ms. Skoog excelled in.

The email copied by Ms. Skoog to herself at her personal email address on Monday, March 18, 2019 contained a heading placed on it by the claimant "another example of having to deal with irate people because they let scheduling people go home" and Ms. Skoog had disagreed with Ms. Eick's decision on the issue of letting them leave.

#### **REASONING AND CONCLUSIONS OF LAW:**

The question before the administrative law judge is whether the evidence in the record establishes that the claimant was discharged for work-connected misconduct sufficient to warrant the denial of unemployment insurance benefits. It does.

Iowa Code section 96.5(2)a provides:

An individual shall be disqualified for benefits, regardless of the source of the individual's wage credits:

2. Discharge for misconduct. If the department finds that the individual has been discharged for misconduct in connection with the individual's employment:

a. The disqualification shall continue until the individual has worked in and has been paid wages for insured work equal to ten times the individual's weekly benefit amount, provided the individual is otherwise eligible.

Iowa Admin. Code r. 871-24.32(1)a provides:

Discharge for misconduct.

(1) Definition.

a. "Misconduct" is defined as a deliberate act or omission by a worker which constitutes a material breach of the duties and obligations arising out of such worker's contract of employment. Misconduct as the term is used in the disqualification provision as being limited to conduct evincing such willful or wanton disregard of an employer's interest as is found in deliberate violation or disregard of standards of behavior which the employer

has the right to expect of employees, or in carelessness or negligence of such degree of recurrence as to manifest equal culpability, wrongful intent or evil design, or to show an intentional and substantial disregard of the employer's interests or of the employee's duties and obligations to the employer. On the other hand mere inefficiency, unsatisfactory conduct, failure in good performance as the result of inability or incapacity, inadvertencies or ordinary negligence in isolated instances, or good faith errors in judgment or discretion are not to be deemed misconduct within the meaning of the statute.

This definition has been accepted by the Iowa Supreme Court as accurately reflecting the intent of the legislature. *Huntoon v. Iowa Dep't of Job Serv.*, 275 N.W.2d 445, 448 (Iowa 1979).

In the case at hand, the claimant was discharged after the employer discovered that Ms. Skoog had sent internal email communications to herself that contained the names of patients in violation of HIPPA regulations and company policies. Ms. Skoog knew or should have known that disclosure to patient names was contrary to the employer's rules and, violated HIPPA regarding patient confidentiality. Ms. Skoog maintains that although the emails with the names of the patients unredacted were sent from her work computer to her personal email account were sent inadvertently and she had no reason to do so. The administrative law judge does not agree. The evidence in the record establishes that Ms. Skoog was a dissatisfied with her employment and the management decisions that were being made by her immediate supervisor. The claimant's reference in Employer's Exhibit 2 citing the email as "another example of having to deal with irate people because they let scheduling people go home" weighs heavily towards a finding that Ms. Skoog's intent was to copy the emails to herself as references to support her areas of employment dissatisfaction and the decisions being made by her supervisor. The administrative law judge concludes that the claimant's conduct was not inadvertent and accidental but constituted intentional work-connected misconduct. Accordingly, the claimant is disqualified for unemployment insurance benefits until she has worked in and been paid wages for insured work equal to ten times her weekly benefit amount and is otherwise eligible.

**DECISION:**

The representative's unemployment insurance decision dated May 16, 2019, reference 01 is affirmed. Claimant was discharged under disqualifying conditions. Unemployment insurance benefits are withheld until the claimant has worked in and been paid wages for insured work equal to ten times her weekly benefit amount and is otherwise eligible.

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Terry P. Nice  
Administrative Law Judge

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Decision Dated and Mailed

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