American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Integrated Neurological Associates, PLLC (Applicant)	AAA Case No.	17-16-1040-1586
	Applicant's File No.	308517
- and -	Insurer's Claim File No.	32-646G-295
	NAIC No.	25178
State Farm Mutual Automobile Insurance Company (Respondent)		

ARBITRATION AWARD

I, Burt Feilich, the undersigned arbitrator, designated by the American Arbitration Association pursuant to the Rules for New York State No-Fault Arbitration, adopted pursuant to regulations promulgated by the Superintendent of Insurance, having been duly sworn, and having heard the proofs and allegations of the parties make the following **AWARD:**

Injured Person(s) hereinafter referred to as: Claimant.

1. Hearing(s) held on 11/21/2017
   Declared closed by the arbitrator on 11/21/2017

   Alan Elis,Esq. from Super & Licatesi P.C. participated in person for the Applicant

   Linda Filosa, Esq. from Richard T. Lau & Associates participated in person for the Respondent

2. The amount claimed in the Arbitration Request, **$ 1,155.16**, was NOT AMENDED at the oral hearing.
   Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

   a. Whether the medical and/or surgical services rendered by applicant were medically necessary for the care and treatment of injuries sustained in the accident, and, if so, whether applicant billed in accordance with the fee schedule.

4. Findings, Conclusions, and Basis Therefor

I have reviewed all documents included in the ADR folder for this case consisting of the submissions made by the parties. No additional documentation was submitted by either party at the time of the hearing.

This case involves a claim in the amount of $1,155.16 and concerns the subject of medical and/or surgical services rendered by applicant for the care and treatment of injuries sustained by the eligible injured person/assignor in an accident that occurred on May 1st, 2015. Respondent contends that applicant did not bill in accordance with the fee schedule and the regulations.

Initially, according to First Amendment to Regulation 68-D, 11 NYCRR 65-4.5, the arbitrator shall be the judge of the relevance and materiality of the evidence offered. The arbitrator may independently raise any issue that the arbitrator deems relevant to making an award that is consistent with the Insurance Law and Insurance Department regulations.

I have carefully reviewed the medical evidence submitted by the parties pertaining to claimant, a 37-year old man who was a driver of a vehicle at the time of the accident, including the following: the initial evaluation report of Dr. David Lifschutz of Integrated Neurological Associates, PLLC, dated August 27th, 2015, and his followup progress reports from September 3rd, 2015 through April 13th, 2016; the Procedure report for bilateral lumbar paravertebral nerve block injections administered with ultrasound guidance performed on December 16th, 2015 by Dr. Lifschutz; the Procedure report for trigger point injections administered on September 25th, 2015 by Dr. Lifschutz; a letter of medical necessity by Dr. Lifschutz for the lumbar paravertebral nerve block injections; results of EMG/NCS testing performed on September 3rd, 2015 showing bilateral median nerve motor and sensory neuropathy or carpal tunnel syndrome; results of cervical and lumbar MRIs showing herniated discs at C5-6, C7-T1 and L5-S1 and bulging discs at C4-5, C6-7 and T12-L1; and daily physical therapy treatment records.

In defense of the claim, respondent submits the fee schedule analysis by Mercy Acuna, CPC of Signet Claim Solutions, LLC, dated September 28th, 2016. She was asked to review the value of the bilateral lumbar facet nerve block injections administered by Dr. Lifschutz on December 16th, 2015, and billed at the total of $1,155.16 for 2 units of CPT # 0216T, a Category III code valued "By Report."

Ms. Acuna states that when a provider bills using an unlisted By Report procedure code it is required that the provider justify the rates used by a written report. Referring to the report submitted by applicant, Ms. Acuna indicates that the closest defined listed procedure code to that performed by applicant was CPT # 64493, which refers to a single level of lumbar paravertebral nerve block injection administered using fluoroscopy or CT guidance. The value in Region 4

of NYS for CPT # 64493 is just $125.97 (0.55 x $229.04). Allowing for a second unit for CPT 64493 for the opposite side (bilateral) injection performed, Ms. Acuna used a 50% multiple related procedure discount with a value of $62.98. Ms. Acuna states that the only difference between CPT # 0216T and # 64993 is the method of providing needle guidance. She indicated that difference in needle guidance method did not justify the amount billed by applicant for the service performed.

Other than the argument of applicant's counsel, which basically stated that an ultrasound method of needle guidance is more properly billed at a higher rate than when fluoroscopic guidance is used, applicant did not submit a rebuttal to the fee schedule calculations by Ms. Acuna. Furthermore, applicant did not provide a clear explanation how it arrived at the rates it billed for the services claimed.

After having reviewed all of the medical evidence and listening to the arguments of the parties, I find that respondent has met its fee schedule defense by calculating the total value of the injection services rendered as being $188.96, consisting of $125.97 for 1 unit of CPT # 64993, and $62.99 for the bilateral billing for another unit of CPT # 64493. I agree with respondent that the CPT code used by applicant is an experimental Category III code and that CPT # 64493 is the closest listed procedure to the services rendered notwithstanding that CPT # 64993 pertains to a fluoroscopically guided injection rather than an ultrasound guided injection. Giving respondent a credit of $188.96 for the injections administered plus the previous payment in full of $64.07 for the followup office visit on December 16th, 2015, I find that no additional amount is owed by respondent for the services claimed by applicant in this case.

Therefore, my award is in favor of respondent, and the claim is denied in its entirety.

5. Optional imposition of administrative costs on Applicant.
   Applicable for arbitration requests filed on and after March 1, 2002.

   I do NOT impose the administrative costs of arbitration to the applicant, in the amount established for the current calendar year by the Designated Organization.

6. **I find as follows with regard to the policy issues before me:**
   - ☐ The policy was not in force on the date of the accident
   - ☐ The applicant was excluded under policy conditions or exclusions
   - ☐ The applicant violated policy conditions, resulting in exclusion from coverage
   - ☐ The applicant was not an "eligible injured person"
   - ☐ The conditions for MVAIC eligibility were not met
   - ☐ The injured person was not a "qualified person" (under the MVAIC)

☐ The applicant's injuries didn't arise out of the "use or operation" of a motor vehicle

☐ The respondent is not subject to the jurisdiction of the New York No-Fault arbitration forum

Accordingly, the claim is DENIED in its entirety

This award is in full settlement of all no-fault benefit claims submitted to this arbitrator.

State of New York
SS :
County of Nassau

I, Burt Feilich, do hereby affirm upon my oath as arbitrator that I am the individual described in and who executed this instrument, which is my award.

11/22/2017
(Dated)

Burt Feilich

IMPORTANT NOTICE

This award is payable within 30 calendar days of the date of transmittal of award to parties.

This award is final and binding unless modified or vacated by a master arbitrator. Insurance Department Regulation No. 68 (11 NYCRR 65-4.10) contains time limits and grounds upon which this award may be appealed to a master arbitrator. An appeal to a master arbitrator must be made within 21 days after the mailing of this award. All insurers have copies of the regulation. Applicants may obtain a copy from the Insurance Department.

ELECTRONIC SIGNATURE

Document Name: Final Award Form
Unique Modria Document ID:
75ced0fd9a6c5872d82190d6a865013c

Electronically Signed

Your name: Burt Feilich
Signed on: 11/22/2017