

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Glenridge Chiropractic PC
(Applicant)

- and -

State Farm Mutual Automobile Insurance
Company
(Respondent)

AAA Case No. 17-23-1292-1600

Applicant's File No. n/a

Insurer's Claim File No. 32-40P9-81T

NAIC No. 25178

ARBITRATION AWARD

I, Michael Korshin, 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: Assignor

1. Hearing(s) held on 11/27/2023
Declared closed by the arbitrator on 11/27/2023

Rajesh Barua from Law Offices of Hillary Blumenthal LLC (Hoboken) participated virtually for the Applicant

Anil Singh from James F. Butler & Associates participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$67.54**, 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

This arbitration arises out of three bills in the total original amount of \$711.69 for chiropractic treatment provided from 12/19/22 to 1/5/23. Applicant acknowledged payment in the amount of \$644.15, leaving a disputed amount of \$67.54. The Assignor, a 27-year-old female, was involved in a motor vehicle accident on 10/15/22. The issue in dispute is whether Respondent has properly reimbursed Applicant pursuant to the applicable fee schedule.

4. Findings, Conclusions, and Basis Therefor

This hearing was conducted using documents contained in MODRIA. Any documents contained in the folder are hereby incorporated into this hearing. I have reviewed all relevant exhibits contained in MODRIA maintained by the American Arbitration Association. This decision is based upon the documents reviewed as well as the arguments made by the parties' representatives at the arbitration hearing.

This arbitration arises out of three bills in the total original amount of \$711.69 for chiropractic treatment provided from 12/19/22 to 1/5/23. Applicant acknowledged payment in the amount of \$644.15, leaving a disputed amount of \$67.54. The Assignor, a 27-year-old female, was involved in a motor vehicle accident on 10/15/22. The issue in dispute is whether Respondent has properly reimbursed Applicant pursuant to the applicable fee schedule.

The submission of Respondent's NF-10 denial of claim forms, which admitted the receipt of the relevant claim forms, established prima facie that the insurer received the claim referenced therein as having been submitted by the provider and that the insurer did not pay the claim. *See, New York Diagnostic Med. Care, P.C. v. Geico Ins. Co.*, 2013 NY Slip Op 23360 (App Term 2d, 11th & 13th Jud Dists. Oct. 8, 2013); *Lopes v. Liberty Mutual Ins. Co.*, 24 Misc.3d 127(A), 2009 N.Y. Slip Op. 51279(U), 2009 WL 1799812 (App. Term 2d, 11th & 13th Dists. Jan. 26, 2009).

Accordingly, I find that Applicant has established its prima facie case of entitlement to No-Fault benefits.

Respondent maintains the charges in dispute are in excess of or not in accordance with the New York Workers' Compensation Medical Fee Schedule. If an insurer fails to demonstrate by competent evidentiary proof that a medical provider billed in excess of the appropriate fee schedule, its fee schedule defense cannot be sustained. *Continental Medical PC v. Travelers Indemnity Co.*, 11 Misc.3d 145A (App. Term, 1st Dept 2006); *Robert Physical Therapy, P.C. v. State Farm Mut. Auto. Ins. Co.*, 13 Misc. 3d 172 (Civ Ct Kings Co 2006). An insurer's unilateral decision to change an applicant's CPT codes, deny the claim, or pay reduced fees for disputed medical services is ineffectual when unsupported by a peer review report or by other proof setting forth a sufficiently detailed factual basis and medical rationale for the code changes, denials, and fee reductions. *Amaze Medical Supply v. Eagle Insurance Company*, 2 Misc.3d 128(A) (App Term 2d and 11th Jud Dist 2003). However, an arbitrator may take judicial notice of the fee schedule. *See, Kingsbrook Jewish Med. Ctr v. Allstate Ins. Co.*, 61 AD3d 13 (2d Dept 2009).

Respondent properly applied the fee schedule Ground Rules which limit reimbursement for certain procedures and modalities performed on the same day. Reimbursement is limited to 12, 15, or 18 units, or the amount billed, whichever is less - RVU limits are determined by whether office visits were billed on the same day. Respondent established that they reimbursed the available RVUs to Applicant for each date of service.

Based on the foregoing, Applicant's claim is denied.

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 NY

SS :

County of Nassau

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

11/27/2023
(Dated)

Michael Korshin

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:
fe535914d1d84aa6573bac52daa2ab61

Electronically Signed

Your name: Michael Korshin
Signed on: 11/27/2023