

American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Diagnostic Imaging at Saddle Brook LLC
(Applicant)

- and -

Geico Insurance Company
(Respondent)

AAA Case No.	17-24-1335-9719
Applicant's File No.	n/a
Insurer's Claim File No.	0682363320000001
NAIC No.	22055

ARBITRATION AWARD

I, Kenneth Rybacki, 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 08/05/2024
Declared closed by the arbitrator on 08/05/2024

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

Diana Gonzalez from Geico Insurance Company participated virtually for the
Respondent

2. The amount claimed in the Arbitration Request, **\$1,117.88**, 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

Whether Applicant's claim arising from an 11/24/23 accident for cervical, thoracic and lumbar MRIs performed of L.A. in New Jersey on 12/7/23 comported with applicable fee schedules.

4. Findings, Conclusions, and Basis Therefor

This matter was decided on the submissions of the parties as maintained by the American Arbitration Association ("AAA") in its ADR Center and oral argument. No submissions following the close of the record on 3/18/24 were admitted, 11 NYCRR 65-4.2 (b); Matter of Mercury Casualty Co. v. Healthmakers Medical Group, P.C., 67 A.D.3d 1017, 888 N.Y.S.2d 762 (2d Dept. 2009). Arbitration procedure contained in the No-Fault regulations, specifically, 11 N.Y.C.R.R. 65-4.2 (b)(3)(iii), provides

(iii) The written record shall be closed upon receipt of the respondent's submission or the expiration of the period for receipt of the respondent's submission. Documents submitted by either party after the record is closed shall be marked "Late."

This action for the payment of a health services claim for cervical, thoracic and lumbar MRIs performed in Saddle Brook, New Jersey on 12/7/23 arises from an 11/24/23 accident. Applicant utilized the New York Workers Compensation Radiology fee schedule rates for Region IV and billed \$1,055.57 for the thoracic MRI, \$1,003.20 for the lumbar MRI and \$967.70 for the cervical MRI. Respondent paid the claim at \$1,908.59.

Since the services were performed in New Jersey, the controlling regulation, 11 NYCRR 68.6, as amended, effective 1/23/18, provides with certain exceptions not applicable in the instant matter, that

(b)...if a professional health service reimbursable under Insurance Law section 5102(a)(1) is performed outside this State with respect to an eligible injured person that is a resident of this State, the amount that the insurer shall reimburse for the service shall be the lowest of:

(1) the amount of the fee set forth in the region of this State that has the highest applicable amount in the fee schedule for that service;

(2) the amount charged by the provider; and

(3) the prevailing fee in the geographic location of the provider.

N.J.S.A. 39:6A-4.6 requires the New Jersey Commissioner of the Department of Banking and Insurance (the Department) to set a physicians' fee schedule, pursuant to which providers of medical care to accident victims are paid. The fee schedule "shall incorporate the reasonable and prevailing fees of 75% of the practitioners within the region." N.J.S.A. 39:6A-4.6.

Ground Rule No. 3 of the New York Radiology fee schedule provides that where three or more body parts are imaged, the prevailing fee shall be the sum of the charges for the procedure with the highest allowable fee and 75% of the lesser procedures. The allowable fee in New York would therefore be \$2,533.75 after application of the ground rule.

In New Jersey, the allowable fee for the MRIs in the North Region (Applicant's zip code of 07663 places it in this region) is as follows: cervical spine, CPT code 72141, \$926.23; lumbar spine, CPT code 72148, \$901.45, and: thoracic spine, \$801.97 under CPT code 72141 as billed. The total allowable charge therefore is \$2,629.65. There is no multiple procedure reduction in New Jersey. The New Jersey Auto Medical Fee Schedule Frequently Asked Questions provides:

Q. Does the multiple procedures reduction formula apply to diagnostic testing services, such as MRI's or x-rays?

A.No. The multiple procedures reduction formula applies only to multiple and bilateral surgeries (CPT 10000 through 69999). The rules concerning multiple and bilateral procedures and assistant and co-surgeons have been extensively redrafted in the recent adoption to the rule. See N.J.A.C. 11:3-29.4(f).

The New York allowable fee is the lesser fee as compared to the New Jersey Fee. Applicant is therefore awarded \$625.16 (allowable fee of \$2,533.75 less \$1,908.59, the amount paid by Respondent).

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 applicant is AWARDED the following:

A.

		Claim	
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Medical		From/To	Amount	Status
	Diagnostic Imaging at Saddle Brook LLC	12/07/23 - 12/07/23	\$1,117.88	Awarded: \$625.16
Total			\$1,117.88	Awarded: \$625.16

- B. The insurer shall also compute and pay the applicant interest set forth below. 02/09/2024 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Statutory interest shall run from the date of filing, 2/9/24 to the date of payment by the Respondent.

C. Attorney's Fees

The insurer shall also pay the applicant for attorney's fees as set forth below

Attorney fees are awarded at 20% of the amount of first-party benefits awarded in the aggregate, plus interest, in accordance with the limitations set forth in 11 NYCRR 65-4.6.

- D. The respondent shall also pay the applicant forty dollars (\$40) to reimburse the applicant for the fee paid to the Designated Organization, unless the fee was previously returned pursuant to an earlier award.

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

State of NY

SS :

County of Suffolk

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

08/07/2024
(Dated)

Kenneth Rybacki

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:
c9c347c2b25e37368d74b1622f55e5e1

Electronically Signed

Your name: Kenneth Rybacki
Signed on: 08/07/2024