

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Beach Medical Rehabilitation, PC  
(Applicant)

- and -

American States Insurance Company  
(Respondent)

AAA Case No. 17-24-1344-0679

Applicant's File No. DK24-458866

Insurer's Claim File No. 055442289

NAIC No. 19704

### ARBITRATION AWARD

I, Joshua Adler, 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: EIP

1. Hearing(s) held on 08/12/2025  
Declared closed by the arbitrator on 08/12/2025

A. Finkel from Korsunskiy Legal Group, P.C. participated virtually for the Applicant

Representative from American States Insurance Company participated by written submission for the Respondent

2. The amount claimed in the Arbitration Request, **\$292.92**, 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

The EIP claimed injuries arising from an 11/23/23 MVA. Applicant seeks the balance it claims for services rendered on 11/27/23, as respondent paid for the office visit (CPT code 99203), but denied payment for "prolonged evaluation" services (CPT code 99354) performed on the same date.

4. Findings, Conclusions, and Basis Therefor

EIP: male, born March 1982, I.A.

I have reviewed the MODRIA file maintained by the AAA. The findings set forth below are based on documents in MODRIA and arguments made at the hearing.

The EIP claimed injuries arising from an 11/23/23 MVA. Applicant seeks the balance it claims for services rendered on 11/27/23, as respondent paid for the office visit (CPT code 99203), but denied payment for "prolonged evaluation" services (CPT code 99354) performed on the same date.

Respondent correctly denied payment for CPT code 99354, as it was incorrectly billed together with the 99203 office visit. Such conclusion is not mere interpretation, but rather a plain reading of the CPT Book which expressly provides "do not report" this code with the office visit code.

As Arbitrator Maryann Mirabelli held:

"In addition, the 2021 CPT book clearly states, "do not report code 99358 on the same date of service as 99202-99205, 99212-99215, 99417." The Applicant billed for an office evaluation on the same dates of service as the outcome assessment testing at issue ... which clearly requires denial of CPT 99358"

(AAA Case No. 17-22-1277-8529 at page 5); see also, AAA Case No. 17-21-1224-6843 at 3-4 (Josh Youngman, Arbitrator) (for the proposition that it is inappropriate for 99358 to be billed in addition to code covering office visit for same DOS).

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

08/19/2025  
(Dated)

Joshua Adler

#### **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:**  
16c034cb5be74d13696802976bd3403a

**Electronically Signed**

Your name: Joshua Adler  
Signed on: 08/19/2025