

American Arbitration Association  
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Ryan D Tichauer DC  
(Applicant)

- and -

Allstate Property and Casualty Insurance  
Company  
(Respondent)

AAA Case No. 17-25-1397-2098

Applicant's File No. OS-101399

Insurer's Claim File No. 0776818601 2N1

NAIC No. 17230

### **ARBITRATION AWARD**

I, Valerie D. Greaves, 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: Patient/Claimant

1. Hearing(s) held on 04/29/2026  
Declared closed by the arbitrator on 04/29/2026

Cliff Ryan from Law office of Olga Sklyut, PC participated virtually for the Applicant

Esther Meyrov from Law Offices Of Richard Schoenberg participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **\$584.16**, 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

Whether Applicant is entitled to additional reimbursement in the sum of \$584.16 for the diagnostic ultrasound studies performed on 12/26/2024, in connection with injuries sustained by Patient (FL-M) in a motor vehicle accident on 11/20/2024.

(Applicant initially billed \$894.36, Respondent reimbursed \$310.20; Applicant seeks the balance i.e., \$584.16.)

Respondent issued a partial denial contending that its reimbursement rate was appropriate and in accordance with the applicable fee schedule.

#### 4. Findings, Conclusions, and Basis Therefor

The decision below is based on the documents contained in the ADR Center as of the date of the hearing and the oral arguments of the parties. No witnesses testified at the hearing. All participants appeared virtually via Zoom.

(Matters filed under AAA case nos.: 17-25-1397-2098 & 17-25-1397-2100 were held before this Arbitrator on the same hearing date regarding the same Applicant, same Patient, same Respondent and same date of accident; all documents submitted in both matters are hereby incorporated by reference.)

The Arbitrator shall be the judge of the relevance and materiality of the evidence offered, and strict conformity to legal rules of evidence shall not be necessary. The Arbitrator may question any witness or party and independently raise any issue that the Arbitrator deems relevant to making an award that is consistent with the Insurance Law and Department regulations [11 NYCRR 65-4.5 (o) (1) (Regulation 68-D)].

The Appellate Division, Second Department held that applicant "made a prima facie showing of their entitlement to judgment as a matter of law by submitting evidentiary proof that the prescribed statutory billing forms had been mailed and received and that payment of no-fault benefits were overdue." (Mary Immaculate Hospital v. Allstate Insurance Co., 5 A.D.3d 742, 774 N.Y.S.2d 564 (2d Dept. 2004)). A "facially valid claim" is presented when it sets forth the name of the facility and/or health provider, date of the accident, the name of the patient, description of the services rendered, date of service(s) and the fees charged for those services. Applicant has established a prima facie case of entitlement to reimbursement by submission of completed proof of claim, documenting the fact of the loss and the amount due.

Applicant is seeking reimbursement for the diagnostic ultrasound studies performed on 12/26/2024, in connection with injuries sustained by Patient (FL-M) in a motor vehicle accident on 11/20/2024.

Respondent issued a partial denial contending that its reimbursement rate was appropriate and in accordance with the applicable fee schedule.

Applicant initially billed \$894.36, Respondent reimbursed \$310.20; Applicant seeks the balance i.e., \$584.16.

In support of its reimbursement, Respondent submitted the fee schedule affirmation of its Certified Professional Coder, B. Neve. A review of Ms. Neve's affirmation reveals that presents a detailed and thorough analysis of the fee schedule which credibly supports Respondent's fee schedule defense. Ms. Neve determined that there was an overpayment of the claim, and that no additional reimbursement was due.

Ms. Neve advised that her fee schedule review was consistent with *"The Official New York Workers' Compensation Chiropractic Fee Schedule effective 4/1/2019 and adopted by No-Fault on 10/1/2020; the Introduction & General Guidelines and applicable Ground Rules of Radiology Guidelines; The American Medical Association (AMA) CPT® Codebook and The American Medical Association (AMA) Publication - CPT® Assistant"*. Ms. Neve noted that her primary disagreement with Respondent's coder was regarding Ground Rule #2 and finding a relative value that is similar in relativity of other codes found within the fee schedule. It is noted that in Matter of Global Liberty Ins. Co. v. McMahan, 172 A.D.3d 500 (1st Dept. 2019), the Court held that the Official New York Workers' Compensation Medical Fee Schedule, promulgated by the chair of the Workers' Compensation Board, directs users to *"refer to the CPT book for an explanation of coding rules and regulations not listed in this schedule," and the CPT book, in turn, specifically makes reference to the CPT Assistant newsletter; therefore, the CPT Assistant newsletter must be considered in rendering an arbitration award when the insurer states it is relying on it in making partial payment."*

Ms. Neve further advised that her analysis was consistent with General Ground Rule #2 - Procedures without Specified Unit Values, and Radiology Ground Rule #2 - Multiple Diagnostic Procedures are applicable to this billing, and should be considered as follows:

*"In following General Ground Rule #2, [Respondent's fee coder advised that] CPT 76800 is closest in relative value for musculoskeletal ultrasound of the cervical, thoracic and lumbar spine, and right and left SI joint, and that [i]t is inappropriate to report this code for each area of the spine."*

*From a CPT coding perspective, code 76800 includes the entire spinal canal." The relative value of 5.56 will be used to represent the services to the cervical, thoracic and lumbar spine.*

*In following General Ground Rule #2, [Respondent's fee coder advised that] CPT 76882 is closest in relative value for musculoskeletal ultrasound of the left and right SI Joints and associated paraspinal soft tissues. CPT 76882 - Ultrasound, limited, joint or other nonvascular extremity structure(s) (e.g., joint space, periarticular tendon[s], muscle[s], nerve[s], other soft tissue structure[s], or soft tissue mass[es]), real-time with image documentation. CPT 76882 - RVU = 1.28.*

*In following General Ground Rule #2, [Respondent's fee coder advised that] CPT 76881 is closest in relative value for ultrasound of left shoulder. CPT 76881 - Ultrasound, complete joint (i.e., joint space and peri-articular soft tissue structures) real-time with image documentation. Code 76881 - RVU = 4.46."*

RE: 12/26/2024

*"\$39.82 x 5.56 = \$221.40 (cervical, thoracic and lumbar spine). \$39.82 x 1.28 = \$50.97 x 75% per ground rule #2C = \$38.23 (left SI and associated paraspinal muscles). \$39.82 x 1.28 = \$50.97 x 75% per ground rule #2C = \$38.23 (right SI and associated paraspinal muscles) \$221.40 + \$38.23 + \$38.23 = \$392.83.*

RE: 1/28/2025

*"\$39.82 x 5.56 = \$221.40 (cervical, thoracic and lumbar spine). \$39.82 x 4.46 = \$177.60 x 75% per ground rule #2C = \$133.20 (left shoulder). \$221.40 + \$133.20 = \$354.60."*

Regarding Applicant's fee schedule rebuttal affirmation from Certified Billing and Coding Specialist, J. Nestoiter, I find that her main argument against Ms. Neve's fee schedule interpretation is that Ms. Neve's analysis is in conflict with the plain reading of the fee schedule descriptions. I find that argument unpersuasive since the purpose of the CPT Assistant and other above cited reference materials is to provide additional clarification and guidance on the interpretation and application of the appropriate CPT codes.

Additionally, regarding the fee schedule rebuttal documentation submitted from Dr. Tichauer, Ms. Neve advised that her review revealed that he has *"used the relative value from 5 separate CPT codes (76800, 76881, 76604, 76536 and 76856) added them up and determined that the amount billed represented the appropriate RVU"*. Ms. Neve further advised that Dr. Tichauer's *"utilizing the relative value from these codes is not appropriate because the services performed [to bill for each of these ultrasounds] is more extensive than what the provider has documented."*

I am persuaded by Respondent's coder that its fee analysis was correct for the date of service 1/28/2025 and appropriate in this matter and consistent with *Global Liberty v McMahon*, 172 A.D.3d 500 (1st Dept. 2019). However, regarding the date of service 12/26/2024, Respondent's contention of overpayment is directly contradicted by its fee coder affirmation; a review of the record indicates that Respondent reimbursed Applicant in an amount that was contrary to its fee coder's calculation of \$392.83 for the 12/26/2024 bilateral SI joint billed services; therefore, consistent with Respondent's coder affirmation, Applicant is entitled additional reimbursement (\$392.83 - \$310.20) in the amount of \$82.83 for the date of service 12/26/2024.

Based on the foregoing, I find that Applicant is entitled to additional reimbursement (\$392.83 - \$310.20) in the amount of \$82.83 for the date of service 12/26/2024.

This decision is in full disposition of all claims for No-Fault benefits presently before this Arbitrator.

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.

Medical		From/To	Claim Amount	Status
	<b>Ryan D Tichauer DC</b>	<b>12/26/24 - 12/26/24</b>	<b>\$584.16</b>	<b>Awarded: \$82.63</b>
<b>Total</b>			<b>\$584.16</b>	<b>Awarded: \$82.63</b>

B. The insurer shall also compute and pay the applicant interest set forth below. 04/24/2025 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Since the claim(s) in question arose from an accident that occurred on or after April 5, 2002, the insurer shall compute and pay the applicant the amount of interest computed from 4/24/2025, at the rate of 2% per month, simple interest, and ending with the date of payment of the award, subject to the provisions of 11 NYCRR 65-3.9(c) (stay of interest).

C. Attorney's Fees

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

Respondent shall pay Applicant an attorney's fee in accordance with 11 NYCRR 65-4.6(d) on the awarded claim.

- 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 New York

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

05/27/2026  
(Dated)

Valerie D. Greaves

#### **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:**  
43875de71a88c284692ce2ef8f9722b2

**Electronically Signed**

Your name: Valerie D. Greaves  
Signed on: 05/27/2026