American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

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| Manual Touch PT PC<br>(Applicant) | AAA Case No. | 17-25-1428-2071 |
| | Applicant's File No. | n/a |
| - and - | Insurer's Claim File No. | 0768727695 |
| | NAIC No. | 29688 |
| Allstate Fire & Casualty Insurance Company<br>(Respondent) | | |

**ARBITRATION AWARD**

I, Anne Malone, 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 06/29/2026
   Declared closed by the arbitrator on 06/29/2026

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

   Iffat Astha, Esq. from Law Offices Of Richard Schoenberg participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$1,571.61**, 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 82 year old EIP reported involvement in a motor vehicle accident on September 12, 2024; claimed related injury and underwent physical therapy treatment provided by the applicant from September 20, 2024 to March 20, 2025.

   The applicant submitted a claim for the physical therapy treatment at issue, partial payment of which was timely made by the respondent based upon its determination of the correct reimbursable amount pursuant to the New York Workers' Compensation Medical Fee Schedule.

   The applicant also billed for PPE supplies/services for each date of service.

**The issue to be determined at the hearing is whether the respondent established its fee schedule defense.**

4. Findings, Conclusions, and Basis Therefor

This hearing was held on Zoom and the decision is based upon the documents reviewed in the Modria File as well as the arguments made by counsel and/or representative at the arbitration hearing. Only the arguments presented at the hearing are preserved in this decision; all other arguments not presented at the hearing are considered waived.

To prevail in a fee schedule defense, the respondent must demonstrate by competent evidentiary proof that applicant's claims were in excess of the appropriate fee schedules, or otherwise respondent's defense of noncompliance with the appropriate fee schedule cannot be sustained. Continental Medical, P.C. v. Travelers Indemnity Co., 11 Misc.3d 145(A) (App. Term 1st Dept. 2006.)

An insurer fails to raise a triable issue of fact with respect to a defense that the fees charged were not in conformity with the Workers' Compensation fee schedule when it does not specify the actual reimbursement rates which formed the basis for its determination that the claimant billed in excess of the maximum amount permitted. See St. Vincent Medical Services, P.C. v. GEICO Ins. Co., 29 Misc.3d 141(A), 907 N.Y.S.2d 441 (App. Term 2d, Dec. 8, 2010.)

Billing for PPE for all dates of service

The applicant billed a total of $1,072.00 under CPT code 99072 for PPE supplies and services provided on each date of service from September 20, 2024 to March 20, 2025. The respondent denied payment for the PPE on the grounds that: The respondent asserts that these supplies are not reimbursable. The applicant contends that these supplies were necessary to treat the EIP due to the COVID-19 pandemic and are therefore reimbursable as billed.

I find that the applicant is not entitled to charge for the PPE supplies/services under CPT code 99072. The assignee is only entitled to the rights to reimbursement allowed to the assignor. See Rubin v. Empire Mut. Ins. Co., 25 N.Y.2d 426 at 429. CPT code 99702 is a new code adopted by the AMA during the COVID pandemic. However, the New York State provisions which provided temporary reimbursement during the health emergency related to the COVID 19 pandemic ended on September 12, 2022.

Based on the foregoing, the respondent has established its fee schedule defense regarding reimbursement for the PPE charges at issue.

**Therefore, the applicant is not entitled to reimbursement for the PPE at issue.**

Charges for physical therapy treatment provided from September 20, 2024 to March 20, 2025

A fee schedule defense does not always require expert proof. There are two fee schedule scenarios. The first involves the basic application of the fee codes and simple arithmetic. The second scenario involves interpretation of the codes and often requires testimony and evidence beyond that of a lay individual. I find that the fee schedule issue presented in this case is analogous to the former scenario and does not require an expert opinion.

Pursuant to Ground Rule11 of the Physical Medicine Section of the New York Workers' Compensation Medical Fee Schedule, effective 1/1/2020 "[w]hen multiple physical medicine procedures and/or modalities are performed on the same day, reimbursement is limited to 12.0 RVUs per patient per accident or illness or the amount billed, whichever is less."

Pursuant to Ground Rule 2 of the Physical Medicine Section of the New York Workers' Compensation Medical Fee Schedule, effective 1/1/2020 the maximum number of relative value units when billing for an initial evaluation shall be limited to 18.0 units. Ground Rule 3 states that when multiple physical therapy procedures and/or modalities are performed on the same day, reimbursement is limited to 12.0 RVUs per patient per accident or illness or the amount billed whichever is less. When a patient receives acupuncture, chiropractic, physical or occupational procedures or modalities from more than one provider, the patient may not receive more than 12.0 RVUs per day per accident or illness from all providers.

Respondent made partial payment of the claims for the physical therapy treatment pursuant to the New York Workers' Compensation Medical Fee Schedule, which limits payment for physical therapy services to a total of eight units for each day. Respondent relies upon Ground Rule 3 of the Physical Medicine Section of the Workers' Compensation Chiropractic Fee Schedule and on Ground Rule 11 of the Physical Medicine Section of the Workers' Compensation Medical Fee Schedule.

The 8 unit RVU limitation is per patient per day regardless of how may body parts are treated or how may practitioners treat. The only exception is with chiropractic and physical therapy. If a chiropractor renders manipulation only (CPT codes 98940 and 98943) and does not bill any of the other physical medicine codes, the EIP could receive chiropractic treatment and physical therapy on the same day.

Respondent has established its 8 unit defense by submitting evidence of payment for chiropractic treatment on the same dates of service as physical therapy treatment at issue here.

Based on the foregoing, the respondent has established its fee schedule defense.

**Accordingly, the claim is dismissed with prejudice.**

Any further issues submitted in the record are held to be moot and/or waived insofar as they were not raised at the time of this hearing. 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 claim is DENIED in its entirety

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

State of CT
SS :
County of Fairfield

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

07/28/2026
(Dated)

Anne Malone

## 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:**
5f39b10ae57d77f6c15695ab83cdbd91

**Electronically Signed**

Your name: Anne Malone
Signed on: 07/28/2026