American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Interventional Spine Medicine Treatment PLLC (Applicant)	AAA Case No.	17-26-1437-0588
	Applicant's File No.	NA
	Insurer's Claim File No.	060156996
- and -	NAIC No.	36447
LM General Insurance Company (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 07/24/2026
   Declared closed by the arbitrator on 07/24/2026

   Usman Nawaz, Esq. from Law Offices of Hillary Blumenthal LLC (Union City) participated virtually for the Applicant

   Shertona Salomon from LM General Insurance Company participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$224.00**, 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 48 year old EIP reported involvement in a motor vehicle accident on September 22, 2025; claimed related injury and underwent outcome assessment testing (OAT) provided by the applicant on October 30, 2025.

   The applicant submitted a claim for these medical services, payment of which was timely denied by the respondent based upon its determination of the correct reimbursable amount pursuant to the New York Workers' Compensation Medical Fee Schedule.

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.

The applicant billed a total of $224.00 for the services at issue, for which the respondent denied payment based on its calculation of the correct reimbursable amount pursuant to the appropriate fee schedule.

The AR-1, NF 3 and outcome assessment testing summary report submitted by the applicant indicates that this testing was provided on October 30, 2025 by Jhonelle Gravesandy, NP on behalf of the applicant. Based on the submissions by the respondent, the same NP evaluated this EIP on behalf of the applicant on the same date on which the applicant billed for an office visit provided by the same NP.

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.)

The denial of this claim states in pertinent part:

Per NYS fee schedule codes & CPT guidelines, code

> 99358 as billed, is not supported/not performed, and
>
> based on submitted reports. Submitted reports reflect
>
> outcome assessment testing summary-tabulation of
>
> questionnaires regarding patient symptoms. Review

of symptoms is an integral component of history/physical of exam/continuum of care of treating provider. EIP underwent separately billed evaluation and management service by this provider this same date. Therefore, charges for review of symptoms represent unbundling. No documented interpretation of results or correlation to treatment plan. Code 99358 denied per codes of the NYS Fee Schedule.

After a review of the charges and the applicable fee schedule, I have determined that the respondent has established its fee schedule defense.

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.

07/31/2026
(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:
a04d669d1c166b50da268e98d1f34418

Electronically Signed

Your name: Anne Malone
Signed on: 07/31/2026