American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

Metropolitan Medical Care PC (Applicant) - and - State Farm Mutual Automobile Insurance Company (Respondent)	AAA Case No.	17-26-1444-6446
	Applicant's File No.	3152153
	Insurer's Claim File No.	32-78X2-38B
	NAIC No.	25178

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 08/11/2026
   Declared closed by the arbitrator on 08/11/2026

   Melissa Scotti, Esq. from Law Offices Of Andrew J Costella Jr., Esq., PC participated virtually for the Applicant

   Christopher Gennari, Esq. from Sarah C. Varghese & Associates participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$1,239.48**, 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 61 year old EIP reported involvement in a motor vehicle accident on December 27, 2024; claimed related injury and underwent three January 3, 2026, January 17, 2026 and January 31, 2026. The applicant also billed CPT code 99051 for services provided after regular office hours on each date of service and also billed $150.00 under CPT code 99072 for services rendered on January 31, 2026.

   The applicant submitted a claim for these services. The respondent made partial payment of $382.23, the charge for the office visit based on its calculation 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 $1,239.48 for the services at issue for which the respondent made payment of $382.23 - $127.41for each of the three office visits billed under CPT code 99214. The applicant contends that an additional payment of $1,239.48 under CPT code 99051 for additional services of $200.00 on each date of service for services rendered after regular office hours and an additional payment of $150.00 billed under CPT code 99072 for additional supplies, materials and clinical staff time over and above those usually included in an office visit…when performed during a Public Health Emergency….

In order 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.)

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 later scenario and does not require an expert's opinion.

Based on a plain reading of the New York Workers' Medical Fee Schedule the correct reimbursable amount for the office visits at issue billed under CPT code 99214 is $127.41 for each date of service for a total of $323.23. The respondent made payment of this amount which is acknowledged in the AR-1.

The respondent denied payment for CPT codes 99051 ($200.00 for each date of service) and 99072 ($150.00 for each date of service) 99051 for or services provided in office during regularly scheduled evening, weekend, weekend or holiday office hours, in addition to basic service and 99072 under CPT code 99072 for additional services when performed during public health emergency (PHE) as declared by law, due to respiratory transmitted infectious disease. The Department of Health and Human Services under section 319 of the Public Health Service Act, expired the PHE on 5/11/2023.

The respondent also submitted the relevant section of the 2020 New York Workers' Compensation Medical Fee Scheule which did not include either of these codes.

Based on the foregoing, the respondent established its fee schedule defense. The respondent has already made payment of $323.23, the total reimbursable amount for the services at issue.

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.

08/22/2026
(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:
002d0cd45e6420a9e80019e530812a3d

Electronically Signed

Your name: Anne Malone
Signed on: 08/22/2026