American Arbitration Association
New York No-Fault Arbitration Tribunal

In the Matter of the Arbitration between:

CareWell Health Medical Center (Applicant)	AAA Case No.	17-25-1420-7111
	Applicant's File No.	SS-301458
- and -	Insurer's Claim File No.	52-72G3-34B
	NAIC No.	25178
State Farm Mutual Automobile 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 08/03/2026
   Declared closed by the arbitrator on 08/03/2026

   Greg Itingen, Esq. from Samandarov & Associates, P.C. participated virtually for the Applicant

   Theresa Carrubba, Esq. from Sarah C. Varghese & Associates participated virtually for the Respondent

2. The amount claimed in the Arbitration Request, **$119,139.08**, was AMENDED and permitted by the arbitrator at the oral hearing.

   The amount claimed was amended by the applicant to $1,156.97 to conform to the appropriate fee schedule. The respondent did not agree to this amended amount.

   Stipulations WERE NOT made by the parties regarding the issues to be determined.

3. Summary of Issues in Dispute

   The 43 year old EIP reported involvement in a motor vehicle accident on August 12, 2024; claimed related injury and underwent treatment provided by the applicant's ASC facility in New Jersey.

The applicant submitted a claim for these medical services, for which partial payment was made pursuant to the respondent's calculation of the correct reimbursable amount pursuant to the New York Workers' Compensation Medical Fee Schedule.

The applicant contends that the denial of this claim is late.

The issues to be determined at the hearing are:

Whether the denial of this claim was timely and proper.

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 $122,172.24 for the services at issue, for which the respondent made partial payment of $3,033.16 based on its calculation of the correct reimbursable amount pursuant to the appropriate fee schedule, leaving a balance of $119,139.08. At the hearing, the applicant amended the amount in dispute to $1,156.97.

Late denial

The denial of this claim was late on its face. According to the submissions the bill at issue was received by the respondent on July 14, 2025 and the denial is dated August 19, 2025. However, effective April 1, 2013, 11 NYCRR 65-3.8(g)(1) has been amended so that the application of the New York State Worker's Compensation fee schedule is no longer a precludable defense and no payment is due on those claims in excess of the fee schedule. Per 11 NYCRR 65-3.8(g), where the services were rendered after April 1, 2013, a defense of excessive fees is not subject to preclusion Surgicare Surgical Associates v. National Interstate Ins. Co., Misc.3d, N.Y.S.3d, 2015 N.Y. Slip Op. 25338 (App. Term 1st Dept. Oct. 8, 2015), 46 Misc.3d 736, 997 N.Y.S.2d 296 aff'g (Civ. Ct. Bronx Co. 2014) (New Jersey fee schedule.) The insurer is entitled to reduce the bills to the proper fee schedule amount.

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 EIP is a New York resident and the medical services at issue were provided in New Jersey.

New York State Department of Financial Services Thirty Third Amendment to 11 NYCRR 68 (Insurance Regulation 83) which applies to health services performed outside New York State was effective January 23, 2018. Pursuant to this amendment an analysis of both the New York and New Jersey fee schedules is necessary to determine the appropriate fee schedule.

An issue was raised by the respondent regarding whether the charges billed by applicant were in excess of the appropriate fee schedule. The services at issue were rendered in New Jersey on June 20, 2025. To support its fee schedule defense, the respondent relied upon the affidavit of Mohamed Beylouni, Jr. CCS, a Senior Business Systems Analyst and certified coder.

Ms. Beylouni determined that the total reimbursable amount for the services at issue based upon the EAPG Guidelines and Fee Schedule utilized in the New York Workers' Compensation Medical Fee Schedule is $4,104.70.

He also determined that the total reimbursable amount pursuant to the New Jersey fee schedule is $4,190.13.

Based on this analysis, the fee schedule that will be used in accordance with the above regulations will be the New York State Workers Compensation Medical Fee Schedule.

Based on these the applicant is entitled to a total reimbursement of $4,104.70 for the medical services at issue.

The respondent also submitted an IHC opinion prepared by Susan Montana, COC, CPMA, which was a generic report not related to this particular case.

In addition, in its The applicant objected to submission of this IHC report because the author of the report was a certified professional coder.

The applicant did not submit any expert testimony or other documentation to refute the respondent's expert's determination.

I find that these charges were billed incorrectly pursuant to New York State Workers' Compensation Medical Fee Schedule and that the respondent has established its fee schedule defense.

The respondent has already paid $3,033.16 in payment of this claim, which was acknowledged in the ARI 1, leaving a balance of $1,071.54.

Accordingly, an award in the amount of $1,071.54 will be issued in favor of the applicant.

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 applicant is AWARDED the following:

A.

Medical		From/To	Claim Amount	Amount Amended	Status
	CareWell Health Medical Center	**06/20/25 - 06/20/25**	**$119,139.08**	**$1,156.97**	**Awarded: $1,071.54**
Total			**$119,139.08**		**Awarded: $1,071.54**

B. The insurer shall also compute and pay the applicant interest set forth below. 09/29/2025 is the date that interest shall accrue from. This is a relevant date only to the extent set forth below.

Applicant is awarded interest pursuant to the no-fault regulations. See generally, 11 NYCRR §65-3.9. Interest shall be calculated "at a rate of two percent per month, calculated on a *pro rata* basis using a 30 day month." See 11 NYCRR §64-3.9(a). A claim becomes overdue when it is not paid within 30 days after a proper demand is made for its payment. However, the regulations toll the accrual of interest when an applicant "does not request arbitration or institute a lawsuit within 30 days after the receipt of a denial of claim form or payment of benefits" calculated pursuant to Insurance Department regulations. Where a claim is untimely denied, or not denied or paid, interest shall accrue as of the 30th day following the date the claim is presented by the claimant to the insurer for payment. Where a claim is timely denied, interest shall accrue as of the date an action is commenced or an arbitration requested, unless an action is commenced or an arbitration requested within 30 days after receipt of the denial, in which event interest shall begin to accrue as of the date the denial is received by the claimant. See, 11 NYCRR §65-3.9(c.) The Superintendent and the New York Court of Appeals has interpreted this provision to apply regardless of whether the particular denial was timely. LMK Psychological Servs. P.C. v. State Farm Mut. Auto. Ins. Co., 12 NY3d 217 (2009.)

C. Attorney's Fees

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

Applicant is awarded statutory attorney's fees pursuant to the no fault regulations. For cases filed after February 4, 2015 the attorney's fee shall be calculated as follows: 20% of the amount of first-party benefits awarded, plus interest thereon subject to no minimum fee and a maximum of $1,360.00. See 11 NYCRR §65-4.6(d.)

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 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.

08/30/2026
(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:
4a8169cf12f0c6b23739e15b490bf5ba

Electronically Signed

Your name: Anne Malone
Signed on: 08/30/2026