INDEPENDENT BILLING REVIEW FINAL DETERMINATION

December 9, 2014

Dear [Name],

MAXIMUS Federal Services has completed the Independent Bill Review (“IBR”) of the above workers’ compensation case. This letter provides you with the IBR Final Determination and explains how the determination was made.

Final Determination: UPHOLD. MAXIMUS Federal Services has determined that no additional reimbursement is warranted. The Claims Administrator’s determination is upheld and the Claim Administrator does not owe the Provider additional reimbursement. A detailed explanation of the decision is provided later in this letter.

The determination of MAXIMUS Federal Services and its expert reviewer is deemed to be the Final Determination of the Administrative Director of the Division of Workers’ Compensation. This determination is binding on all parties. In certain limited circumstances, you can appeal the Final Determination. Appeals must be filed with the Workers’ Compensation Appeals Board within 20 days from the date of this letter. For more information on appealing the final determination, please see California Labor Code Section 4603.6(f).

Sincerely,

[Name]
Medical Director

cc: [Name]
DOCUMENTS REVIEWED

Pertinent documents reviewed to reach the determination:

- The Independent Bill Review Application
- The original billing itemization
- Supporting documents submitted with the original billing
- Explanation of Review in response to the original bill
- Request for Second Bill Review and documentation
- Supporting documents submitted with the request for second review
- The final explanation of the second review
- Med-Legal Official Medical Fee Schedule
- National Drug Code Directory

HOW THE IBR FINAL DETERMINATION WAS MADE

MAXIMUS Federal Services Chief Coding Specialist reviewed the case file and researched pertinent coding and billing standards to reach a determination. In some cases a physician reviewer was employed to review the clinical aspects of the care to help make a determination. He/she has no affiliation with the employer, employee, providers or the claims administrator. The expert reviewer was selected based on his/her clinical experience, education, background, and expertise in the same or similar specialties that evaluate and/or treat the medical condition and disputed items/services.

ANALYSIS AND FINDING

Based on review of the case file the following is noted:

- **ISSUE IN DISPUTE:** Provider disputing two Hospital Outpatient service codes; CPT 12042 and CPT 90471 for date of service 10/18/2013. Provider seeking ASC payment for two CPT codes for relative to $1,891.00 total billed charges for related services.
- Claims Administrator reimbursed $227.00 for CPT Code 12042 with the following explanation: “This bill has been re-priced according to your PPO Contract with (Claims Administrator).”
- Provider submitted Hospital Outpatient charges on UB-4 form, place of service “131,” Outpatient.
- CPT 12042, Repair, intermediate, wounds of neck, hands, feet and/or external genitalia; 2.6 cm to 7.5 cm - Charge Submitted: $227.00
- Provider Reimbursed full amount charged for CPT 12042.
- Claims Administrator reimbursed $0.00 for CPT Code 90471 with the following explanation: “This drug/service/supply is not included in the fee schedule or contracted/legislated fee arrangement.”
- **CPT 90471 Immunization administration (includes percutaneous, intradermal, subcutaneous, or intramuscular injections); 1 vaccine (single or combination vaccine/toxoid)**
- NDC associated with 90471 is not listed on the Second Bill Review request.
• NDC listed on UB 04 does not appear to be a current/valid code and could not be found on the FDA National Drug Code Directory.

• Contractual agreement received from the Provider indicates a partial contract specifying Hospital related DRG service charges.

• Services rendered on UB – 04 for Date of service 10/18/2013 reflect Outpatient Hospital.

• In the absence of a contractual agreement indicating actual billed charges, regardless of charge amount, are subjected to a separate ASC payment, IBR is unable to overturn a Claims Administrator claim of an agreed rate.

The table below describes the pertinent claim line information.

<table>
<thead>
<tr>
<th>Service Code</th>
<th>Provider Billed</th>
<th>Plan Allowed</th>
<th>Dispute Amount</th>
<th>Assist Surgeon</th>
<th>Units</th>
<th>Workers’ Comp Allowed Amt.</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>12042</td>
<td>$227.00</td>
<td>$424.63</td>
<td>$227.00</td>
<td>N/A</td>
<td>1</td>
<td>$227.00</td>
<td>Billed Charge/Contractual Agreement. Provider Reimbursed $227.00. $0.00 due provider.</td>
</tr>
<tr>
<td>90471</td>
<td>$114.00</td>
<td>$0.00</td>
<td>$114.00</td>
<td>N/A</td>
<td>1</td>
<td>$0.00</td>
<td>Refer to Analysis</td>
</tr>
</tbody>
</table>

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