

MAXIMUS FEDERAL SERVICES, INC.

Independent Bill Review
P.O. Box 138006
Sacramento, CA 95813-8006
Fax: (916) 605-4280



INDEPENDENT BILLING REVIEW FINAL DETERMINATION

May 25, 2016

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

IBR Case Number:	CB16-0000712	Date of Injury:	05/13/2003
Claim Number:	[REDACTED]	Application Received:	04/28/2016
Claims Administrator:	[REDACTED]		
Date(s) of service:	10/29/2015		
Provider Name:	[REDACTED]		
Employee Name:	[REDACTED]		
Disputed Codes:	J7050 x 2, 80053, 85025, 96413, 99212-2527, 99213-25, and C9453		

Dear [REDACTED]:

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,

Maximus

cc: [REDACTED]
[REDACTED]

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
- Official Medical Fee Schedule
- Negotiated contracted rates: Contractual Agreement
- Other: CCR § 9792.5.7

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 seeking additional remuneration J7050 x 2, 80053, 85025, 96413, 99212-2527, 99213-25, and C9453 for date of service 10/29/2015.**
- Provider states “Hospital contends it should be paid at 90% of Hospital’s billed charges for the entire Hospital billing.”
- EOR indicates reimbursement as “charge was adjusted to comply with the rate and rules of the contract indicated.” Claims Administrator also comments “CCR 9789.32 (c) (1-7) Effective 2204, the Prof. FS carve outs (Lab, rad, PT, DME) are not FS exempt when billed by FS exempt facilities. Per this facility’s 207 PPO amended contract, section #2 refers the provider back to the 2002 contract where #13 states **‘Nothing in this Agreement shall be construed as to require Payer to reimburse a greater amount or to cover more services than if this Agreement were not inn effect.’** This language protects from paying above what the OMFS allows. PPO contracted 90% of billed charges covers the FS exempt facility fees only, not their professional fees. Charges have been reviewed according to your Interplan contract & CA outpatient FS Guidelines.”
- The Contract Agreement (copy) received for this review states the following under heading, **“Amendment to Participating Hospital Agreement”**:

This Amendment to Participating Hospital Agreement (“Amendment”) is entered into by

and between Claims Administrator and Facility effective this August 1, 2007 to amend the agreement between the parties dated October 1, 1991 (“Agreement”)

1. Amendment of Fee Addendum. The Fee Addendum is hereby deleted in its entirety and replaced as follows: Applicable for Group Health, **Workers’ Compensation** and Other Payment Programs: A. Hospital Services All services **shall be reimbursed at 90% of Provider’s billed charges.**

As an Exempt Facility under the California Workers’ Compensation Official Medical Fee Schedule, **all Workers’ Compensation services shall be reimbursed under the rates/items listed above.”**

- Contractual Agreement **does not indicate** “eligible billed charges” or “eligible billed charges in accordance with a state mandated fee schedule.” Contractual Agreement specifically indicates ‘90% of Provider’s billed charges,’ and acknowledges the Provider’s “Exempt” status relating to the OMFS. **However, page 2, item 13** reflects the following contractual provision: **‘Nothing in this Agreement shall be construed as to require Payer to reimburse a greater amount** or to cover more services than if this Agreement were not in effect, “ indicating reimbursement subject to applicable sections of the OMFS for non- facility charges and the PPO Contract for facility related charges.
- **Exempt Facilities** under the OMFS are exempt from **Facility Only** reimbursement **but are not exempt** from reimbursement under various OMFS fee schedules such as DMEPOS, Laboratory, OMFS RBRVS, etc.
- **§ 9792.5.7. Requesting Independent Bill Review**, (b) unless as permitted by section 9792.5.12, independent bill review shall only be conducted if the only dispute between the provider and the claims administrator is the amount of payment owed to the provider. Any other issue, **including issues of contested liability or the applicability of a contract for reimbursement rates under Labor Code section 5307.11 shall be resolved before seeking independent bill review**
- **Based on the aforementioned documentation and guidelines, additional reimbursement is not warranted for J7050 x 2, 80053, 85025, 96413, 99212-2527, 99213-25, and C9453.**

The table on page 5 describes the pertinent claim line information.

DETERMINATION OF ISSUE IN DISPUTE: J7050 x 2, 80053, 85025, 96413, 99212-2527, 99213-25, and C9453

Date of Service: 10/29/2015					
HOPPS					
Service Codes	Provider Billed	Plan Allowed	Dispute Amount	Workers' Comp Allowed Amt.	Notes
J7050 x 2, 80053, 85025, 96413, 99212-2527, 99213-25, and C9453	\$47,660.35	\$940.23	\$41,954.09	\$940.23	Refer to Analysis

Copy to:

[REDACTED]
[REDACTED]
[REDACTED]

Copy to:

[REDACTED]
[REDACTED]
[REDACTED]