

**INDEPENDENT BILLING REVIEW FINAL DETERMINATION**

May 1, 2015

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

<b>IBR Case Number:</b>	CB15-0000207	<b>Date of Injury:</b>	08/16/2014
<b>Claim Number:</b>	[Redacted]	<b>Application Received:</b>	02/18/2015
<b>Claims Administrator:</b>	[Redacted]	<b>Assignment Date:</b>	03/06/2015
<b>Provider Name:</b>	[Redacted]		
<b>Employee Name:</b>	[Redacted]		
<b>Disputed Codes:</b>	92507		

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,

Paul Manchester, M.D., M.P.H.  
Medical Director

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

## 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 \$219.96 in additional remuneration for 92507 Speech/hearing therapy performed on 10/07/2017, 10/10/2014, 10/13/2014 and 10/16/2014**
- Claims Administrator reimbursed services stating, “Difference between Fee Schedule Amount is PPO Discount. Pricing reduction due to MPN.” MPN = Multiple Provider Network.
- Contractual Agreement Not Availled for IBR.
- **LC §5307.11 – “the medical fee schedule shall not apply to the contracted reimbursement rates” California State Assembly Bill 1177 amended the Labor Code effective January 1, 2002 to add §5307.11:**  
5307.11. A health care provider or health facility licensed pursuant to Section 1250 of the Health and Safety Code, and a contracting agent, employer, or carrier may contract for reimbursement rates different from those in the fee schedule adopted and revised pursuant to Section 5307.1. When a health care provider or health facility licensed pursuant to Section 1250 of the Health and Safety Code, and a contracting agent, employer, or carrier contract for reimbursement rates different from those in the fee schedule, the medical fee schedule for that health care provider or health facility licensed pursuant to Section 1250 of the Health and Safety Code **shall not apply to the contracted reimbursement rates.** Except as provided in subdivision (b) of Section 5307.1, the official medical fee schedule shall establish maximum reimbursement rates for all medical services for injuries subject to this division provided by a health care provider or health care facility licensed pursuant to Section

1250 of the Health and Safety Code other than those specified in contracts subject to this section.

- Claim appears to be Contractual Agreement in nature. Pursuant to **LC §5307.11**, IBR unable to Overturn a Contractual Agreement between Provider and Claims Administrator.

The table below describes the pertinent claim line information.

**DETERMINATION OF ISSUE IN DISPUTE: 92507**

<b>Date of Service:</b> 10/07/2017, 10/10/2014, 10/13/2014 and 10/16/2014 Provider Services						
<b>Service Code</b>	<b>Provider Billed</b>	<b>Plan Allowed</b>	<b>Dispute Amount</b>	<b>Multiple Surgery</b>	<b>Workers' Comp Allowed Amt.</b>	<b>Notes</b>
92507	\$2,156.00	\$151.98	\$219.26	N/A	\$151.98	<b>Refer to Analysis</b>

Copy to:

[REDACTED]  
[REDACTED]  
[REDACTED]

Copy to:

[REDACTED]  
[REDACTED]  
[REDACTED]