

MAXIMUS FEDERAL SERVICES, INC.

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



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
- PPO Contract

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 contractual reimbursement for Rev 250 x 8, 258, CPT J7120, 96375, 96376, 72040, 97116, 97530, 97760, 97001, J0690, J1100, J2060 Performed on 03/21/2015.**
- Claims Administrator reimbursement rationale: “The charge was adjusted to comply with the rate and the rules of the contract indicated,” and “bundled” services.
- UB-04, Bill Type 131
- Opportunity to Dispute Eligibility Communicated to Claims Administrator on 12/04/2015; response not yet received.
- **Contractual Agreement** states the following regarding “occupationally ill/injured employees”: In the case of Outpatient Services rendered to occupationally ill/injured employees, the reimbursement shall be the contract rate (**10% discount form billed charges**). It is noted that the **In-patient** contractual agreement is “payable under guidelines established under any state law...” However, the contract clearly indicates “10 %” of billed charges are reimbursable for Outpatient Services rendered to the occupationally ill/injured...”
- **Contrary to the October 1st, 1992 “Appendix A,” the Current January 1, 2003 Appendix** of the Contractual Agreement does not indicate “eligible billed charges” or “eligible billed charges in accordance with a state mandated fee schedule.” The Contractual Agreement specifically indicates ‘10% of Provider’s billed charges are reimbursable for Outpatient Services rendered to the occupationally ill/injured...’
- **Pursuant to LC § 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.**
- **Based on the aforementioned documentation and guidelines, additional reimbursement is indicated for Rev 250 x 6, 258,271, 272, 278, 370, CPT 96361, 96374, 96375, 72040, 76000, 22551, 20930, 22845, J0330, J0690, J1100 X 2, J1170, J2060, J2250, J2370, J2405, J2704, J2800, J3010, & G0378.**

The table below describes the pertinent claim line information.

