



## 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

## 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 full OMFS remuneration for 99213 Established Patient & WC002 Primary Treating Physician Progress Report, performed on date of service 9/10/2014.**
- EOR reflects Claims Administrator's reimbursement rationale as follows:
  - The charge exceeds the Official Medical Fee Schedule allowance. The charge has been adjusted to the schedule allowance.
- EOR indicates Provider was reimbursed for 99213 & WC002.
- IBR Application reflects Claims Administrator Listed on 1<sup>st</sup> and 2<sup>nd</sup> EOR.
- EOR indicates Claims Administrator Utilizes a contracting agent for a Multiple Provider Network (MPN) Network Product.
- Correspondence from the Provider to the Contracting MPN network agent presented for IBR, indicates the Provider is not aware of a contractual agreement.
- **Labor Code § 4611 states:** (a) When a contracting agent sells, leases, or transfers a health provider's contract to a payor, the rights and obligations of the Provider shall be governed by the underlying contract between the health care provider and contracting agent.
- **Research** on the Claims Administrator's web-site listed on the IBR application indicates the contracting agent and lists the Provider as part of the MPN.
- **Pursuant to 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:
- **LC § 5307.11 states:** 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

