



MEDICAL DISPUTE RESOLUTION FINDINGS AND DECISION

PART I: GENERAL INFORMATION

Type of Requestor: (x) Health Care Provider () Injured Employee () Insurance Carrier	
Requestor's Name and Address: Behavioral Healthcare Associates 4101 Greenbriar, Ste. 115 Houston, TX 77098	MDR Tracking No.: M4-05-2962-01
	Claim No.:
	Injured Employee's Name:
Respondent's Name and Address: Texas Mutual Insurance Co. Rep Box #: 54	Date of Injury:
	Employer's Name: Atlas Services, Inc.
	Insurance Carrier's No.: 99D0000334197

PART II: REQUESTOR'S PRINCIPLE DOCUMENTATION AND POSITION SUMMARY

The Requestor's position summary states in part, "...The carrier has denied the services in question for 'C-Negotiated Contract'. There is no such contract that exists between our facility and the carrier in question; therefore their rationale for denial is invalid... Commission rules specifically states that a carrier is liable for all reasonable and necessary medical costs when preauthorization of any health care if the services were approved prior to providing services. We did receive preauthorization and have not been paid according to fee guidelines at the rate of \$31.60/per 15min for 2003 and \$31.12/per 15 min for 2004 for Procedure Code 96152 Health and Behavioral Intervention for the Texas county of Harris..."

Principle Documentation:

1. Requestor's position summary
2. TWCC-60/Table of Disputed Services
3. CMS-1500s
4. EOBs

PART III: RESPONDENT'S PRINCIPLE DOCUMENTATION AND POSITION SUMMARY

The Respondent's position summary states in part, "...Upon review, it appears reimbursement is due for date of service 01/23/04 and 01/29/04. Reimbursement will follow under separate cover..."

Principle Documentation: 1. Respondent's position summary

PART IV: SUMMARY OF DISPUTE AND FINDINGS

Date(s) of Service	Denial Code	CPT Code(s) or Description	Part V Reference	Additional Amount Due (if any)
10/02/03, 10/29/03, 11/25/03, 12/02/03, 12/11/03, 12/16/03	C	96152 – Health & Behavioral Intervention 90882 – Environmental Intervention for Medical Management	1	\$00.00
12/30/03	C	96152 – Health & Behavioral Intervention	2	\$00.00
01/06/04, 01/23/04, 01/29/04	C	96152 – Health & Behavioral Intervention 96152	3	\$00.00
TOTAL DUE				\$00.00

PART V: MEDICAL DISPUTE RESOLUTION REVIEW SUMMARY, METHODOLOGY, AND/OR EXPLANATION

Section 413.011(a-d) titled (Guidelines and Medical Policies), and Commission Rule 134.202 titled Medical Fee Guideline effective August 1, 2003, set out reimbursement guidelines.

1. The request for medical dispute resolution was date stamped by MRD on 12/20/04, per Rule 133.307(d)(1) dates of service 10/02/03 through 12/16/03 are outside the one (1) year filing deadline and are not eligible for review as they are considered untimely.

2. CPT Code 96152 for date of service 12/30/03, denied as "C". The Requestor states that they do not have a contractual agreement with the Carrier. The Carrier has not submitted convincing evidence of the contractual agreement. Therefore, per Rule 134.202(b) additional reimbursement in the amount of \$12.64 ($\$31.60 \times 4 = \$126.40 - \113.76) would be due; however, in the additional information submitted by the Carrier it appears that an overpayment was made and will be discussed in Reference 3.

On January 12, 2006 an Order for Production of Documents was issued to Texas Mutual Insurance Company requesting the PPO contract, EOBs, and a copy of the canceled check(s) for dates of service 01/23/04 and 01/29/04. The Carrier responded to the order stating in part, "...Texas Mutual is not in possession of the requested PPO contract between First Health and Behavior Healthcare Associates. Texas Mutual does utilize the discount but is not a party to the contract therefore would not have access to the contract itself...". The Carrier also submitted copies of EOBs and canceled checks, which is the basis for MDR's rationale below.

3. CPT Code 96152 for dates of service 01/06/04, 01/23/04, and 01/29/04. The initial EOB denied the treatment/service based on "G and U". Upon reconsideration the Carrier issued a payment of \$112.00 for date of service 01/06/04 and denied 01/23/04 and 01/29/04 as "YO - Reimbursement was reduced or denied after reconsideration of treatment/service billed". On 01/13/05 the Carrier re-audit these dates of service and paid \$124.45 for each date of service ($\$124.45 \times 3 = \$373.35 + \$15.97$ in interest) equaling a total of \$389.32. The Carrier also submitted a copy of both front and back of check number 09544840 totaling \$389.32 showing payment had been made to and deposited by the Requestor. Per Rule 134.202(b) the fee amount of this CPT code, including 125% is \$124.44 ($\31.11×4) for each date of service, the total reimbursable for these three (3) dates of service are \$261.32, excluding the interest. Therefore, it is the conclusion of MDR that reimbursement has been made and no additional reimbursement is due.

PART VI: GENERAL PAYMENT POLICIES/REFERENCES IMPACTING DECISION

28 Texas Administrative Code Sec. §413.011(a-d)
28 Texas Administrative Code Sec. §134.201
28 Texas Administrative Code Sec. §134.202

PART VII: DIVISION DECISION AND ORDER

Based upon the documentation submitted by the parties and in accordance with the provisions of Texas Labor Code, Sec. 413.031, the Division has determined that the requestor **is not** entitled to additional reimbursement.

Decision by:

Marguerite Foster

February 3, 2006

Authorized Signature

Typed Name

Date of Order

PART VIII: YOUR RIGHT TO REQUEST JUDICIAL REVIEW

Appeals of medical dispute resolution decisions and orders are procedurally made directly to a district court in Travis County [see Texas Labor Code, Sec. 413.031(k), as amended and effective Sept. 1, 2005]. An appeal to District Court must be filed not later than 30 days after the date on which the decision that is the subject of the appeal is final and appealable. The Division is not considered a party to the appeal.

Si prefiere hablar con una persona en español acerca de ésta correspondencia, favor de llamar a 512-804-4812.