

MEDICAL DISPUTE RESOLUTION FINDINGS AND DECISION

PART I: GENERAL INFORMATION

Type of Requestor: (x) HCP () IE () IC	Response Timely Filed? (x) Yes () No
Requestor's Name and Address HCA Corpus Christi Medical Center 3701 Kirby Drive, Suite 1288 Houston, TX 77098-3926	MDR Tracking No.: M4-05-3866-01
	TWCC No.:
	Injured Employee's Name:
Respondent's Name and Address Facility Insurance Corporation c/o Flahive, Ogden & Latson Box 19	Date of Injury:
	Employer's Name: Snapkas Drive In
	Insurance Carrier's No.: 454CCBD648681F

PART II: SUMMARY OF DISPUTE AND FINDINGS

Dates of Service		CPT Code(s) or Description	Amount in Dispute	Amount Due
From	To			
01/27/04	03/29/04	Inpatient Hospitalization	\$86,518.27	\$22,819.02

PART III: REQUESTOR'S POSITION SUMMARY

Position Summary states in part, "...Based upon review by the insurance carrier, International Solutions, and its audit department, alleges that the aforementioned claim has been properly paid. On the contrary, specifically, per Rule 134.401©(6)(A)(i)(iii), once the bill has reached the stop-loss threshold of \$40K, the entire admission will be paid using the stop-loss reimbursement factor ('SLRF') of 75%..."

PART IV: RESPONDENT'S POSITION SUMMARY

Position Summary states in part, "...The hospital failed to obtain preauthorization for more than the tree days of hospital stay. Three days was preauthorized... the hospital has failed to demonstrate that the condition was emergent... Furthermore, there is a substantial possibility that the additional stay beyond three days was the result of the hospital's error in administering a drug (Aminophyllin IV). Following the administration of the drug, the employee was admitted to ICU. He was then transferred to the cardiac care unit for a 10-day stay... While an employee may be entitled to reimbursement of additional income benefits that resulted from the medical malpractice of a provider, it would be ludicrous to suggest that the provider is entitled to be reimbursed for the consequences of the provider's own error. There is a strong indication that the additional time in the hospital was the result of one or more errors. Thus, in addition to the failure to obtain preauthorization, the bill after the first three days of admission should be denied for the reson that the services did not naturally result from the compensable injury..."

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

This dispute relates to inpatient services provided in hospital setting with reimbursement subject to the provisions of Rule 134.401 (Acute Care Inpatient Hospital Fee Guideline). The hospital has requested reimbursement according to the stop-loss method contained in that rule. Rule 134.401(c)(6) establishes that the stop-loss method is to be used for "unusually costly services." The explanation that follows this paragraph indicates that in order to determine if "unusually costly services" were provided, the admission must not only exceed \$40,000 in total audited charges, but also involve "unusually extensive services."

After reviewing the documentation provided by both parties, it does **not** appear that this particular admission involved "unusually extensive services." The operative report reports the repair of two small dura leaks on the right side at the L5-S1 level which were "repaired nicely". Other hospital course notes state in part, "we had a complication in that the patient was given aminophylline through an IV over an 8-hour period. They gave him 800 mg and that was a mistake on the part of the nurse. This man was never on aminophylline. Aminophylline was never ordered. I was called. Immediately I came over. We sent him to ICU with tachycardia, some chest pain, and got a cardiologist to see him."

The same hospital course notes also note that he continued again with the headaches and that another MRI was performed which revealed that the injured worker still had some fluid at the L5-S1 space and the doctor wanted the injured worker to go to San Antonio for a second opinion. The injured worker, according to the hospital course notes did not want to go and did not want any further surgery. The injured worker was finally convinced that he needed the pseudomeningocele repaired. Accordingly, the stop-loss method does not apply and the reimbursement is to be based on the per diem plus carve-out methodology described in the same rule.

Although the preauthorization for the hospital admission was only 3 days: the continuation of the headaches and the documentation of

the MRI which showed another dural leak supports the emergent care for the extra 10 days. The total length of stay for this admission was 13 days (consisting of 13 days for surgical). Accordingly, the standard per diem amount due for this admission is equal to \$14,534.00 (13 times \$1,118). In addition, the hospital is entitled to additional reimbursement for (implantables/MRIs/CAT Scans/pharmaceuticals) as follows: The requestor did not submit implant invoices; therefore, MDR cannot determine the cost plus 10%. A total of 5 MRIs were performed for a total cost of \$11,985.00. Total reimbursement for this hospital course should be \$26,519.00.

The insurance carrier reimbursement the health care provider a total of \$3,699.98. Considering the reimbursement amount calculated in accordance with the provisions of rule 134.401(c) compared with the amount previously paid by the insurance carrier, we find that additional reimbursement in the amount of \$22,819.02 is due for these services.

PART VI: COMMISSION DECISION

Based upon the review of the disputed healthcare services, the Medical Review Division has determined that the requestor is entitled to additional reimbursement in the amount of \$22,819.02. The Division hereby **ORDERS** the insurance carrier to remit this amount plus all accrued interest due at the time of payment to the Requestor within 20-days of receipt of this Order.

Ordered by:

Allen McDonald

05/03/05

Authorized Signature

Typed Name

Date of Decision

Findings & Decision by:

Marguerite Foster

05/03/05

Authorized Signature

Typed Name

Date of Decision

PART VII: YOUR RIGHT TO REQUEST A HEARING

Either party to this medical dispute may disagree with all or part of the Decision and has a right to request a hearing. A request for a hearing must be in writing and it must be received by the TWCC Chief Clerk of Proceedings/Appeals Clerk within 20 (twenty) days of your receipt of this decision (28 Texas Administrative Code § 148.3). This Decision was mailed to the health care provider and placed in the Austin Representatives box on _____. This Decision is deemed received by you five days after it was mailed and the first working day after the date the Decision was placed in the Austin Representative's box (28 Texas Administrative Code § 102.5(d)). A request for a hearing should be sent to: Chief Clerk of Proceedings/Appeals Clerk, P.O. Box 17787, Austin, Texas, 78744 or faxed to (512) 804-4011. A copy of this Decision should be attached to the request.

The party appealing the Division's Decision shall deliver a copy of their written request for a hearing to the opposing party involved in the dispute.

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

PART VIII: INSURANCE CARRIER DELIVERY CERTIFICATION

I hereby verify that I received a copy of this Decision in the Austin Representative's box.

Signature of Insurance Carrier: _____ Date: _____