MEDICAL DISPUTE RESOLUTION FINDINGS AND DECISION

PART I: GENERAL INFORMATION

Type of Requestor: (X) HCP ( ) IE ( ) IC	**Response Timely Filed?** () Yes (X) No
Requestor East Houston Medical Center c/o Hollaway & Gumbert 3701 Kirby Dr., Ste. 1288 Houston, TX 77098-3926	MDR Tracking No.: M4-05-4440-01 TWCC No.: Injured Employee's Name:
Respondent Highlands Casualty Co. Rep. Box # 1	Date of Injury: Employer's Name: Brown & Root Inc. Insurance Carrier's No.: 00296C 0630185

PART II: SUMMARY OF DISPUTE AND FINDINGS

Dates of Service		CPT Code(s) or Description	Amount in Dispute	Amount Due
From	To			
2-16-04	2-24-04	Inpatient Hospitalization	$34,857.24	$8,848.55

PART III: REQUESTOR'S POSITION SUMMARY

IC failed to pay per TWCC Rule 134.401 Acute Care Inpatient Hospital Fee Guideline and SOAH decision 453-04-3600.M4…Per TWCC Rule 134.401(c)(6)…claim pays @ 75% of total charges as charges exceed $40,000.00 stop-loss threshold. IC further failed to audit according to TWCC Rule 134.401(c)(6)(A)(v).

PART IV: RESPONDENT'S POSITION SUMMARY

This medical dispute involves an inpatient hospital bill in the amount of $57,702.79 for the dates of service 02/16/04 to 02/24/04, with the hospital charging $20,523.85 for implants. While hospitalized, the claimant underwent a right hip replacement.

The insurance carrier reimbursed the hospital pursuant to the standard per diem method…8 days at the $1,118 per-diem surgical rate in the amount of $8,944, with a network reduction of $1,252.16 for the provider's contract with FOCUS, for a total of $7,649.45. The provider was also reimbursed for blood at the fair and reasonable rate of $807.93, less a $47.53 reduction as the result of the provider's contract with FOCUS, for a total of $706.40…No reimbursement was made for the implants as the provider did not provide documentation of the cost of the implants.

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." 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.

The total length of stay for this admission was 8 days (consisting of 8 days for surgical). Accordingly, the standard per diem amount due for this admission is equal to $8944.00(8 times $1,118). In addition, the hospital is entitled to additional reimbursement for (implantables/MRIs/CAT Scans/pharmaceuticals) as follows:

Stryker invoice $6,833.23 + 10% = $7,516.55

Total of invoice and surgery per diem = $16,460.55

This amount plus $807.93 for blood = $17,268.48.

The insurance carrier paid $8,419.85 for inpatient hospitalization. Since a PPO contract does not exist between the parties, carrier incorrectly applied reduction. Reimbursement of $8,848.55 is recommended.

Based on the facts of this situation, the parties' positions, and the application of the provisions of Rule 134.401(c), we find that the health care provider is entitled to a reimbursement amount for these services equal to $8,848.55.

PART VI: COMMISSION DECISION AND ORDER

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 $8,848.55. 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:

Authorized Signature	Typed Name	Date of Order
	Elizabeth Pickle, RHIA	June 3, 2005

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 in 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: _____