

DECISION AND ORDER

This case is decided pursuant to Chapter 410 of the Texas Workers' Compensation Act and Rules of the Division of Workers' Compensation adopted thereunder.

ISSUE

A contested case hearing was begun on September 10, 2008 and concluded on November 12, 2008 to decide the following disputed issue:

Whether the preponderance of the evidence is contrary to the decision of Medical Review that (Health Care Provider) is not entitled to \$725.00 plus interest for services performed on _____.

PARTIES PRESENT

Petitioner appeared and was represented by PMO, attorney. Carrier appeared and was represented by NI, attorney. Claimant did not appear, and his attendance was waived.

BACKGROUND INFORMATION

It is undisputed that the Claimant sustained a compensable injury on _____ and was treated for that injury at the (Health Care Provider) on _____. The Carrier received the Health Care Provider's UB-92, formerly known as the CMS 1450, on June 29, 2007. A letter was sent from the Carrier to (Health Care Provider) approximately two weeks later, requesting itemization of the services provided. (Health Care Provider) responded with a letter which was received by the Carrier on August 3, 2007. The Carrier refused to pay the claim, citing Section 408.027 of the Texas Labor Code, specifically, that the Health Care Provider has 95 days from the date of service to submit the medical bill. Medical Fee Dispute Resolution found that the bill was not submitted timely and that the Carrier was not responsible for the bill.

The Health Care Provider's UB-92 listed seven CPT codes, a description of the service provided, the date of service, and the amount charged for each service. The Health Care Provider's response to the request for itemization provided essentially the same information which had been listed on the UB-92. It is unclear what the Carrier was requesting by the "itemization" box checked on a form letter, given that when the Carrier received the same information just past the 95-day limit, it was somehow satisfactory.

Rule 133.210(d) states, "Any request by the insurance carrier for additional documentation to process a medical bill shall:

- (1) be in writing;
- (2) be specific to the bill or the bill's related episode of care;
- (3) describe with specificity the clinical and other information to be included in the response;
- (4) be relevant and necessary for the resolution of the bill;

- (5) be for information that is contained in or in the process of being incorporated into the injured employee's medical or billing record maintained by the health care provider;
- (6) indicate the specific reason for which the insurance carrier is requesting the information and;
- (7) include a copy of the medical bill for which the insurance carrier is requesting the additional documentation."

In this case, the Carrier's request for additional information from the Health Care Provider fails to satisfy 133.210(d) (3), (4), and (6). The UB-92 was sufficient on its face for the Carrier to make a determination and was received by the Carrier well within the 95-day limit imposed by Section 408.027.

The greater weight of the evidence is contrary to the findings of Medical Review and the Carrier is liable for the additional \$725.00 plus applicable accrued interest for the services performed on _____.

Even though all the evidence presented was not discussed, it was considered. The Findings of Fact and Conclusions of Law are based on all of the evidence presented.

FINDINGS OF FACT

1. The parties stipulated to the following facts:
 - A. Venue is proper in the (City) Field Office of the Texas Department of Insurance, Division of Workers' Compensation.
 - B. On _____, Claimant was the employee of (Employer) when he sustained a compensable injury.
 - C. On June 19, 2008, Medical Fee Dispute Resolution determined that the health care provider was not entitled to \$725.00 for the services provided on _____.
2. Carrier delivered to Claimant and Health Care Provider a single document stating the true corporate name of Carrier, and the name and street address of Carrier's registered agent, which document was admitted into evidence as Hearing Officer's Exhibit Number 2.
3. The preponderance of the evidence is contrary to the decision of Medical Review rendered on June 19, 2008 that the Health Care Provider is not entitled to \$725.00 for services provided on _____ and the Carrier is not liable for the additional \$725.00 plus applicable accrued interest.

CONCLUSIONS OF LAW

1. The Texas Department of Insurance, Division of Workers' Compensation, has jurisdiction to hear this case.
2. Venue is proper in the (City) Field Office.

3. (Health Care Provider) is entitled to \$725.00 plus interest for services performed on _____.

DECISION

(Health Care Provider) is entitled to \$725.00 plus interest under for services performed on _____.

ORDER

(Health Care Provider) is entitled to \$725.00 plus interest for services performed on _____. Carrier is liable to the health care provider for payment of \$725.00 plus interest for services rendered on _____.

The true corporate name of the insurance carrier is **FACILITY INSURANCE CORPORATION** and the name and address of its registered agent for service of process is

**KATHRYN ANN PLEVICH
2801 VIA FORTUNA, SUITE 400
AUSTIN, TEXAS 78746-7567**

Signed this 24th day of November, 2008.

Carolyn Cheu
Hearing Officer