

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 opened on February 11, 2008 and closed on March 18, 2008, to decide the following disputed issue:

1. Whether the preponderance of the evidence is contrary to the decision of Medical Review that Dr. V is entitled to \$102.88 plus interest under CPT Code 95972?

PARTIES PRESENT

Carrier appeared and was represented by an (Attorney). Respondent appeared and was represented by MG, lay representative. Claimant did not appear, and her attendance was waived.

AGREEMENT

The parties reached an agreement. The agreement only resolves the issues to be decided at this hearing. The agreement does not resolve all issues regarding the claim and is not a settlement.

In this decision, this Agreement section constitutes the findings of facts and the Decision Section constitutes the conclusions of law.

Hearing Officer findings:

1. The true corporate name of the insurance carrier is **AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA**, and the name and address of its registered agent for Service of process is

**CT CORPORATION SYSTEM
350 NORTH ST. PAUL STREET
DALLAS, TEXAS 75201**

2. Carrier delivered to Claimant a single document stating the true corporate name of Carrier, and name and street address of Carrier's registered agent, which was admitted into evidence as Hearing Officer's Exhibit Number 2.

The parties agreed to the following:

1. The subject bill for services performed by Dr. V on March 14, 2007, was billed under CPT Code 95999 which is global and was never billed under the proper code of CPT

Code 95972 which is contrary to the Medical Fee Dispute Resolution Findings and Decision (MR-04), Part V, Item 2, issued on January 18, 2008.

2. Carrier will pay Dr. V the sum of \$102.88, when the bill is resubmitted to the Carrier under CPT Code 95972.
3. Because Dr. A billed for his services in CPT Code 95999 and not under CPT Code 95972, Carrier properly denied payment for the bill for services rendered on March 14, 2004.

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 she sustained a compensable injury.

DECISION

The subject bill for services performed by Dr. V on March 14, 2007, was billed under CPT Code 95999 which is global and was never billed under the proper code of CPT Code 95972 which is contrary to the Medical Fee Dispute Resolution Findings and Decision (MR-04), Part V, Item 2, issued on January 18, 2008. Carrier will pay Dr. V the sum of \$102.88, when the bill is resubmitted to the Carrier under CPT Code 95972. Because Dr. A billed for his services in CPT Code 95999 and not under CPT Code 95972, Carrier properly denied payment for the bill for services rendered on March 14, 2004.

ORDER

Under the terms of this agreement, Carrier is not liable for the payment of any amount under the Medical Fee Dispute Resolution Findings and Decision (MR-04), Part V, Item 2, issued on January 18, 2008.

Signed this 21st day of March, 2008.

Charles T. Cole
Hearing Officer