

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 July 17, 2008 and concluded on August 18, 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 entitled to \$15.82 plus interest under CPT Code 12001-AQ and 99282-25-AQ for service performed on _____?

PARTIES PRESENT

Petitioner appeared and was represented by AC, Business Office Manager. Carrier appeared and was represented by WW, attorney. Claimant did not appear, and his attendance was waived.

BACKGROUND INFORMATION

Medical Review found that the Health Care Provider was entitled to reimbursement for procedures under CPT codes 12001-AQ and 99282-25-AQ, as well as bonuses for Health Professional Shortage Area (HPSA) and Physician Scarcity Area (PSA). Medical Review's calculations were based on maximum allowable reimbursement (MAR) for Hays County. Both the Health Care Provider and the Carrier appealed the decision.

The Carrier argued that the Health Care Provider was not entitled to HPSA bonus because the (Health Care Provider) zip code was not listed on the Primary Care HPSA Zip Code List. The Health Care Provider provided evidence from the Centers for Medicare and Medicaid website outlining the procedure for obtaining the HPSA bonus, relying on AQ coding, in areas where the zip code was not listed (PR-6).

The Health Care Provider agreed with the finding of Medical Review; however, it was pointed out that the health care was provided in Travis County rather than Hays County. The Health Care Provider requested reimbursement at the Travis County rate.

The greater weight of the evidence is not contrary to the findings of Medical Review. However, the Carrier is liable for \$16.48 in HPSA bonuses, rather than the \$15.82 approved by Medical Review, plus applicable accrued interest for the service performed on _____, and billed under CPT Codes 12001-AQ and 99282-25-AQ. The difference of \$.66 represents the difference between Hays County and Travis County reimbursement. Pursuant to the stipulation, the Carrier is also liable for PSA bonuses plus applicable accrued interest for the same CPT codes.

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. Health care was provided to the Claimant in Travis County at (Health Care Provider).
 - D. The Health Care Provider is entitled to the Physician Scarcity Area (PSA) bonus.
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 greater weight of the evidence is not contrary to the findings of Medical Review. The Carrier is liable for \$16.48 in HPSA bonuses (representing the Travis County reimbursement, rather than Hays County reimbursement) plus applicable accrued interest for the service performed on _____ and billed under CPT Codes 12001-AQ and 99282-25-AQ. Pursuant to the stipulation, the Carrier is also liable for PSA bonuses plus applicable accrued interest for CPT codes 12001-AQ and 99282-25-AQ.

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 \$16.48 in HPSA bonuses (representing the Travis County reimbursement rather than Hays County reimbursement) plus applicable accrued interest for the service performed on _____ and billed under CPT Codes 12001-AQ and 99282-25-AQ.
4. Pursuant to the stipulation, the Carrier is liable for PSA bonuses plus applicable accrued interest for CPT Codes 12001-AQ and 99282-25-AQ.

DECISION

(Health Care Provider) is entitled to \$16.48 in HPSA bonuses plus interest under CPT Codes 12001-AQ and 99282-25-AQ for services performed on February 27, 2007. Pursuant to the stipulation, (Health Care Provider) is entitled to PSA bonuses plus applicable accrued interest for CPT Codes 12001-AQ and 99282-25-AQ.

ORDER

Carrier is ordered to pay benefits in accordance with this decision, the Texas Workers' Compensation Act, and the Commissioner's Rules.

The true corporate name of the insurance carrier is **TRAVELERS INDEMNITY COMPANY OF CONNECTICUT** and the name and address of its registered agent for service of process is

**CORPORATION SERVICE COMPANY d/b/a
CSC-LAWYERS INCORPORATING SERVICE COMPANY
701 BRAZOS STREET #1050
AUSTIN, TEXAS 78701**

Signed this 18th day of August, 2008

Carolyn Cheu
Hearing Officer