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**To: Providers**

**Date: May 12, 2014**

**Re: Memorandum on Reimbursement for EMG/NCV Testing**

It appears the 2012 and 2013 code deletion and replacements made by the AMA & AANEM to EMG/NCV diagnostic testing have resulted in confusion regarding reimbursement.

I hope this memorandum will assist in clarifying a strategy regarding filing arbitration for proper reimbursement. Reimbursement for EMG/NCV testing now falls within two categories: “cross-walk” v. “UCR” argument.

The truth behind the confusion is that the carriers would love reimbursement formatted under the UCR argument because this allows for lower reimbursement than the NJ fee schedule. At the same time, ALMOST ALL DRPs and certain carriers have settled on “cross-walking” the new codes to the “old codes” as listed in the 2012, 2013 and 2014 NJ fee schedule.

This is the case because NJAC 11:3-29.4(e) provides us with a progressive method to use in order to determine the proper amount of reimbursement to use in order to determine the proper amount of reimbursements for each and every code number.

“the insurer’s limit of liability for a medical expense benefit for any service or equipment not set forth in or not covered by the fee schedules shall be a reasonable amount considering the fee schedule amount for similar services or equipment in the region where the service or equipment was provided or, in the case of elective services or equipment provided outside the State, the region in which the insured resides. When a CPT, CDT or HCPCS code for the service performed has been changed since the fee schedule rule was last amended, the provider shall always bill the actual and correct code found in the most recent version of the American Medical Association’s Current Procedural Terminology or the American Dental Association’s Current Dental Terminology. The amount that the insurer pays for the service shall be in accordance with this subsection, where the fee schedule does not contain a reference to similar services or equipment as set forth in the preceding sentence, the insurers limit of liability for any medical expense benefit for any service or equipment not set forth in the fee schedules shall not exceed the UCR fee”

Note that if you want to make a UCR argument, you must have proofs i.e. exemplars displaying that you have been paid at your billing rate for the alleged CPT code. Additionally, note that per NJAC 11:3-29.4(e) (1), reasonableness even after submission of your proofs is determined by the carrier. Furthermore, note that the UCR proofs submitted by carrier for EMG/NCV are well below the NJ Fee Schedule. The awards on your UCR rate will also be binding on future matters.

Based on the above, the provider is required to bill according to the new AMA regulations; **however, reimbursement by the carrier will turn on if there is a similar service available in the NJ fee schedule before falling into determination of UCR. In the cases of EMG/NCV coding, the “old” codes are still on the book as of 2014. Therefore, EMG/NCV billings are mostly “cross-walked.”**

For example:

- 1. If a 4 Extremity EMG/NCV of the bilateral upper and lower extremity is performed; “CROSS – WALK” will be \$3,513.74**
  - The HICF shows 95886 \* 4 will be *cross walked* to 95864 for \$434.68
  - The HICF shows 95913 will be *cross walked* to 95900-59\*2; 95903\*8; 95904\*10; 95934\*2 for \$3,820.82 [However, 95900 is treated by unbundling to 95903 by the DRPs and NCCI edits even with the modifier 59], thus the proper reimbursement is \$3,513.74 for the 2013 and 2014 NJ fee schedule.
- 2. If a 2 Extremity EMG/NCV testing performed; “Cross- walk” will be \$1,867.01**
  - The HICF shows 95885 \* 2 will be *cross walked* to 95861 for \$327.48
  - The HICF shows 95911 will be *cross walked* 95903\*4; 95904\*5; 95934\*1 totaling \$1,539.53

Therefore, unless you are paid below the reimbursement rate under the “cross-walk” or have solid exemplars establishing UCR should you seek additional payment or file arbitration for shortfall.

I hope this helps you in determination of whether to file arbitration for shortfalls stemming from underpayments for EMG/NCV testing.

Very truly yours,



ADEBUKOLA OGUNSANYA

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