



## Medical Fee Dispute Resolution Findings and Decision

### General Information

**Requester Name**

EZ Scripts

**Respondent Name**

Arch Insurance Co

**MFDR Tracking Number**

M4-26-0089-01

**Carrier's Austin Representative**

Box Number 19

**DWC Date Received**

September 10, 2025

### Summary of Findings

Dates of Service	Disputed Services	Amount in Dispute	Amount Due
September 24, 2024	50228-0180-10	\$153.85	\$153.85
September 24, 2024	57896-0201-10	\$2.70	\$2.70
October 21, 2024	50228-0180-10	\$153.85	\$153.85
October 21, 2024	57896-0201-10	\$2.70	\$2.70
October 24, 2024	72205-0012-90	\$320.01	\$320.01
November 20, 2024	57896-0201-10	\$2.70	\$2.70
November 20, 2024	72205-0012-90	\$320.01	\$320.01
January 8, 2025	57896-0201-10	\$2.70	\$2.70
January 8, 2025	72205-0012-90	\$320.01	\$320.01
June 2, 2025	33342-0156-15	\$177.10	\$0.00
<b>Total</b>		<b>\$1,455.63</b>	<b>\$1,278.53</b>

### Requester's Position

"MyMatrixx and Gallagher Bassett bill review denied the medication for Expenses Incurred after Coverage terminated and a lack of preauthorization. All medications were Y drugs on the ODG formulary at the time they were filled."

**Amount in Dispute:** \$1,455.63

### Respondent's Position

"Our initial response to the above reference medical fee dispute resolution is as follows: We have escalated the bills in question for manual review to determine if additional monies are owed."

**Response submitted by:** Gallagher Bassett

## **Findings and Decision**

### Authority

This medical fee dispute is decided according to [Texas Labor Code §413.031](#) and applicable rules of the Texas Department of Insurance, Division of Workers' Compensation (DWC).

### Statutes and Rules

1. [28 TAC §133.307](#) sets out the procedures for resolving medical fee disputes.
2. [28 TAC §134.503](#) sets out the fee guidelines for pharmacy services.
3. [TLC §408.021](#) applies to workers' compensation benefits.
4. [TLC §401.011](#) sets out general provisions of Texas workers' compensation act.
5. [28 TAC §124.2](#) sets out the insurance carrier notification requirements.

### Denial Reasons

The insurance carrier reduced or denied the disputed service(s) with the following claim adjustment codes.

- P12 – Expenses incurred after coverage terminated.
- P2 – Not a work related injury/illness and thus not the liability of the workers' compensation carrier.

### Issues

1. Did the insurance carrier support compensability denial?
2. Did the insurance carrier support termination of benefits?
3. Did the carrier support payment of Celecoxib for date of service June 2, 2025?
4. What rule is applicable to reimbursement?
5. Is the requester entitled to reimbursement of disputed services?

### Findings

1. The requester submitted to MFDR after receiving denials from the insurance carrier for a non-

compensable claim. DWC Rule 28 TAC §133.307(d)(2)(H) requires that if the medical fee dispute involves compensability, extent of injury, or liability, the insurance carrier shall attach a copy of any related Plain Language Notice in accordance with Rule §124.2 (relating to carrier reporting and notification requirements).

DWC Rule 28 TAC §124.2(h) requires notification to the division and claimant of any dispute of disability or extent of injury using plain language notices with language and content prescribed by the division. Such notices "shall provide a full and complete statement describing the carrier's action and its reason(s) for such action. The statement must contain sufficient claim-specific substantive information to enable the employee/legal beneficiary to understand the carrier's position or action taken on the claim."

Review of the submitted information finds no copies, as required by Rule §133.307(d)(2)(H), of any PLN-11 or PLN 1 notices issued in accordance with Rule §124.2. The insurance carrier's denial reason is therefore not supported. Furthermore, because the respondent failed to meet the requirements of Rule §133.307(d)(2)(H) regarding notice of issues of extent of injury, the respondent has waived the right to raise such issues during dispute resolution. Consequently, the division concludes there are no outstanding issues of compensability, extent, or liability for the injury. The disputed services are therefore reviewed pursuant to the applicable rules and guidelines.

2. The insurance carrier (MyMatrixx) denied the disputed services as expenses incurred after coverage termination. DWC finds that Texas Labor Code (TLC) 408.021 applies to the injured employee's entitlement to the disputed medical benefits, which states in pertinent part, "ENTITLEMENT TO MEDICAL BENEFITS. (a) An employee who sustains a compensable injury is entitled to all health care reasonably required by the nature of the injury as and when needed. The employee is specifically entitled to health care that:

- (1) cures or relieves the effects naturally resulting from the compensable injury;
- (2) promotes recovery; or
- (3) enhances the ability of the employee to return to or retain employment.

TLC 408.021 (b) states, "Medical benefits are payable from the date of the compensable injury."

TLC § 401.011(19) defines "Health Care" and states in part, ". . . includes all reasonable and necessary medical aid, medical examinations, medical treatment, medical diagnoses, medical evaluations, and medical services."

DWC finds that the injured employee involved in this dispute was entitled to the medical benefits rendered on the disputed date of service. Therefore, the insurance carrier's denial reasons are not supported.

3. The requester states in their position statement states, "Celecoxib does not require a prior-auth". Review of the submitted DWC60 found for date of service June 2, 2025, NDC 33342-0156-15 in the amount of \$177.10 is listed as in dispute. Review of the explanation of benefits with Remint id: 367986 indicates a payment of \$177.10 for Celecoxib was made. The greater

weight of evidence indicates the carrier paid at billed amount. These charges will not be considered in this review.

4. The service in dispute will be reviewed per the applicable fee guidelines. 28 TAC §134.503 (c) (1) (A)(B)(C) states in pertinent part, the insurance carrier shall reimburse the health care provider or pharmacy processing agent for prescription drugs, the lesser of the fee established by the following formulas based on the average wholesale price (AWP) as reported by a nationally recognized pharmaceutical price guide or other publication of pharmaceutical pricing data in effect on the day the prescription drug is dispensed or the billed amount.

(A) Generic drugs:  $((\text{AWP per unit}) \times (\text{number of units}) \times 1.25) + \$4.00$  dispensing fee per prescription = reimbursement amount;

(B) Brand-name drugs:  $((\text{AWP per unit}) \times (\text{number of units}) \times 1.09) + \$4.00$  dispensing fee per prescription = reimbursement amount;

The calculation of the total allowable amount is as follows:

Drug Name	NDC No.	Generic (G) Brand (B)	Price/Unit	AWP	Billed Amount	Lesser of AWP and Billed Amount
Gabapentin	50228018010	G	1.33/30	\$153.85	\$153.85	\$153.85
Acetaminophen	57896020110	G	0.017/30	\$4.66	\$2.70	\$2.70
Pregabalin	72205001290	G	8.427/30	\$320.02	\$320.01	\$320.01

5. The DWC finds that the requester is entitled to additional reimbursement in the amount of \$1,278.53 as the insurance carrier did not support their denials for extent, coverage termination.

### Conclusion

The outcome of this medical fee dispute is based on the evidence presented by the requester and the respondent at the time of adjudication. Though all evidence may not have been discussed, it was considered.

DWC finds the requester has established that additional reimbursement is due.

### **Order**

Under Texas Labor Code §§413.031 and 413.019, DWC has determined the requester is entitled to additional reimbursement for the disputed services. It is ordered that Arch Insurance Co must remit to EZ Scripts \$1,278.53 plus applicable accrued interest within 30 days of receiving this order in accordance with [28 TAC §134.130](#).

## Authorized Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Medical Fee Dispute Resolution Officer

November 26, 2025

\_\_\_\_\_  
Date

## Your Right to Appeal

Either party to this medical fee dispute has a right to seek review of this decision under 28 TAC §133.307, which applies to disputes filed on or after **June 1, 2012**.

A party seeking review must submit DWC Form-045M, *Request to Schedule, Reschedule, or Cancel a Benefit Review Conference to Appeal a Medical Fee Dispute Decision (BRC-MFD)* and follow the instructions on the form. You can find the form at [www.tdi.texas.gov/forms/form20numeric.html](http://www.tdi.texas.gov/forms/form20numeric.html). DWC must receive the request within **20 days** of when you receive this decision. You may fax, mail, or personally deliver your request to DWC using the contact information on the form or the field office handling the claim. If you have questions about DWC Form-045M, please call CompConnection at 1-800-252-7031, option 3 or email [CompConnection@tdi.texas.gov](mailto:CompConnection@tdi.texas.gov).

The party seeking review of the MFDR decision must deliver a copy of the request to all other parties involved in the dispute at the same time the request is filed with DWC. **Please include a copy of the *Medical Fee Dispute Resolution Findings and Decision*** with any other required information listed in 28 TAC §141.1(d).

Si prefiere hablar con una persona en español acerca de ésta correspondencia, favor de llamar a 1-800-252-7031, opción 3 o correo electrónico [CompConnection@tdi.texas.gov](mailto:CompConnection@tdi.texas.gov).