TDI Division of Workers' Compensation
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Medical Fee Dispute Resolution Findings and Decision

General Information

Requester Name

TrustRx Pharmacy

Respondent Name

Berkshire Hathaway Homestate

MFDR Tracking Number

M4-26-1894-01

Insurance Carrier's Austin Representative

BOX 12 Shanley Price LLP

DWC Date Received

March 5, 2026

Summary of Findings

Date(s) of Service	Disputed Services	Amount in Dispute	Amount Due
March 6, 2025	Meloxicam – NDC 29300-0125-10	$185.69	$185.69
March 6, 2025	Tizanidine – NDC 55111-0180-15	$58.94	$58.94
March 6, 2025	Diclofenac – NDC 69097-0720-44	$26.50	$26.50
March 6, 2025	Hydroco/APAP – NDC 00406-0125-01	$147.46	$43.60
April 7, 2025	Diclofenac – NDC 43598-0977-10	$21.98	$21.98
	Total	$440.57	$336.70

Requester's Position

"The above services were denied by the carrier based on **Maximum Medical Improvement (MMI)**. TrustRx asserts this denial is **incorrect and inconsistent with the Division's determination** … the adjuster advised that the claim had been **closed due to MMI**."

Amount In Dispute: $440.57

Respondent's Position

"Carrier maintains this position as the 09/09/2024 peer review completed by Dr. Garcia … Dr. Garcia placed the claimant at MMI as of 05/13/2024, and opined, 'Based on the objective clinical documentation as provided, within a reasonable medical probability, no future care would be supported as consistent with or as a sequela of the accident. The provided clinical documentation does not support the need for further treatment protocols such as medications, office evaluations, surgery, injections, diagnostic testing, durable medical equipment, therapy, or pain management as care reasonably required due to or as a sequela of the accident …'

"A PLN 11, notice of disputed issues and refusal to pay benefits was filed on 09/13/2024 with Dr. Garcia's 09/09/2024 peer review …

"A 06/02/2025 decision was rendered confirming the compensable injury … the decision did not comment on medication prescription."

Response Submitted By: Berkshire Hathaway Homestate Companies

Findings and Decision

Authority

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

Statutes and Rules

1. 28 Texas Administrative Code (TAC) Section 133.307 sets out the procedures for resolving medical fee disputes.
2. 28 TAC Section 134.503 sets out the fee guidelines for services provided by a pharmacy.
3. 28 TAC Sections 134.530 and 134.540 set out the preauthorization requirements for pharmaceutical services.
4. Labor Code Section 408.021 sets out the general provisions for entitlement to workers' compensation benefits.
5. Texas Insurance Code Chapter 1305 sets out the general provisions for workers' compensation health care networks.

Adjustment Reasons

The insurance carrier denied payment for the disputed services with the following reasons:

1. MD09 – Adjusted based on achievement of Maximum Medical Improvement (MMI).

2. MD08 – The procedure, supply, or medication requires Authorization.
3. W3:@G – The Benefit for this Service is included in the payment/allowance for another service/ procedure that has been performed on the same day.
4. PPO Network Name – PRIME HEALTH SERVICES (TX HCN) The payment was reviewed using an existing PPO contracted arrangement.
5. @G(W3) – No additional reimbursement allowed after review of appeal/reconsideration.

Issues

1. What is DWC considering in this medical fee dispute?
2. Did the insurance carrier raise a new defense in its response?
3. Are the services in question subject to payment based on a PPO contracted arrangement?
4. Is the insurance carrier's denial based on bundling supported?
5. Is the insurance carrier's denial based on lack of preauthorization supported?
6. Is the insurance carrier's denial based on reaching MMI supported?
7. Is the requester entitled to reimbursement?

Findings

1. The requester is seeking reimbursement for drugs dispensed on March 6, 2025, and April 7, 2025. The insurance carrier denied payment in full. DWC will review these services according to applicable rules.
2. In its position statement, the insurance carrier, argued that "A PLN 11, notice of disputed issues and refusal to pay benefits was filed on 09/13/2024."

   The response from the insurance carrier is required by 28 TAC Section 133.307(d)(2)(F) to address only the denial reasons presented to the health care provider before to the request for medical fee dispute resolution (MFDR) was filed with DWC. Any new denial reasons or defenses raised shall not be considered in this review.

   The submitted documentation does not indicate that a denial based on extent of injury or relatedness was provided to TrustRx before this request for MFDR was filed. Therefore, DWC will not consider this argument in the current dispute review.
3. The insurance carrier indicated on its explanations of benefits that the payments were reviewed "using an existing PPO contracted arrangement." Per Insurance Code Section 1305.101(c),

"Notwithstanding any other provision of this chapter, prescription medication or services, as defined by Section 401.011(19)(E), Labor Code, may not, directly or through a contract, be delivered through a workers' compensation health care network. Prescription medication and services shall be reimbursed as provided by Section 408.0281, Labor Code, other provisions of the Texas Workers' Compensation Act, and applicable rules of the commissioner of workers' compensation."

Therefore, DWC finds that the drugs in question are not subject to payment based on a PPO contracted arrangement.

4. The insurance carrier denied the drugs in question, in part, stating, "The Benefit for this Service is included in the payment/allowance for another service/ procedure that has been performed on the same day." The insurance carrier failed to provide evidence of any services that include the drugs in question. DWC finds that this denial reason is not supported.

5. The insurance carrier denied payment for Tizanidine stating that it required authorization. Per 28 TAC Section 134.530(b)(1) and Section 134.540(b), preauthorization is only required for:

   - Drugs identified with a status of "N" in the current edition of the ODG Appendix A;
   - Any compound prescribed before July 1, 2018, that contains a drug identified with a status of "N" in the current edition of the ODG Appendix A;
   - Any prescription drug created through compounding prescribed and dispensed on or after July 1, 2018; and
   - Any investigational or experimental drug.

   DWC finds that Tizanidine is not identified with a status of "N" in the applicable edition of the ODG, *Appendix A*. Therefore, this drug does not require preauthorization for this reason.

   The submitted documentation does not identify the disputed drug as a compound. Therefore, this drug does not require preauthorization for this reason.

   The submitted documentation does not identify the disputed drug as experimental or investigational. Therefore, this drug does not require preauthorization for this reason.

   DWC concludes that the insurance carrier's denial of payment of the disputed drug based on preauthorization is not supported.

6. The insurance carrier denied payment for Meloxicam, Diclofenac Sodium, and Hydrocodone/APAP stating, in part, "Adjusted based on achievement of Maximum Medical Improvement (MMI)." In its position statement, it further states, "Dr. Garcia placed the claimant at MMI as of 05/13/2024, and opined, 'Based on the objective clinical documentation as provided, within a reasonable medical probability, no future care would be supported.'"

   Labor Code Section 408.021(a) states, in relevant part, "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." Subsection (d) further states, "An insurance carrier's liability for medical benefits may not be limited or terminated by agreement or settlement."

DWC concludes that achievement of MMI is not sufficient reason to deny payment for the health care in question.

7. DWC finds that the insurance carrier has not supported its denial of payment for the drugs considered in this dispute. Therefore, the requester is entitled to benefits in accordance with applicable fee guidelines.

   The reimbursement considered in this dispute is calculated according to 28 TAC Section 134.503(c)(1)(A), with relevant formula for generic drugs: ((AWP per unit) x (number of units) x 1.25) + $4.00 dispensing fee per prescription = reimbursement amount.

Date of Service	Drug	NDC	Generic(G) /Brand(B)	Price /Unit	Units Billed	AWP Formula	Billed Amt	Lesser of AWP and	Paid Amt	Amount Due
3/6/25	Meloxicam	29300012510	G	$4.84500	30	$185.69	$185.69	$185.69	$0.00	$185.69
3/6/25	Tizanidine	55111018015	G	$1.46507	30	$58.94	$58.94	$58.94	$0.00	$58.94
3/6/25	Diclofenac Sodium	69097072044	G	$0.18000	100	$26.50	$26.50	$26.50	$0.00	$26.50
3/6/25	Hydrocodone/APAP	00406012501	G	$0.26400	120	$43.60	$147.46	$43.60	$0.00	$43.60
4/7/25	Diclofenac Sodium	43598097710	G	$0.14380	100	$21.98	$21.98	$21.98	$0.00	$21.98
							Total	**$336.70**	**$0.00**	**$336.70**

   The total allowable reimbursement for the drugs in question is $336.70. This amount is recommended.

Conclusion

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

DWC finds the requester has established that reimbursement is due.

Order

Under Texas Labor Code Sections 413.031 and 413.019, DWC has determined the requester is entitled to reimbursement for the disputed services. It is ordered that Berkshire Hathaway Homestate must remit to TrustRx Pharmacy $336.70 plus applicable accrued interest within 30 days of receiving this order in accordance with 28 TAC Section 134.130.

Authorized Signature

Signature	Medical Fee Dispute Resolution Officer	June 25, 2026 Date

Your Right to Appeal

Either party to this medical fee dispute has a right to seek review of this decision under 28 TAC Section 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. 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 800-252-7031, option three or email 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 this *Medical Fee Dispute Resolution Findings and Decision*** with any other required information listed in 28 TAC Section 141.1(d).

Si prefiere hablar con una persona en español acerca de esta correspondencia, favor de llamar a 800-252-7031, opción tres o correo electronico CompConnection@tdi.texas.gov.