

MDR Tracking Number: M5-03-0072-01

Under the provisions of Section 413.031 of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, effective January 1, 2002 and Commission Rule 133.305 and 133.308 titled Medical Dispute Resolution by Independent Review Organizations, the Medical Review Division assigned an IRO to conduct a review of the disputed medical necessity issues between the requestor and the respondent.

The Medical Review Division has reviewed the IRO decision and determined that **the respondent prevailed** on the issues of medical necessity. Therefore in accordance with §133.308(q)(9), the Commission hereby **Declines to Order** the respondent to reimburse the **requestor** for the paid IRO fee.

In accordance with §413.031(e), it is a defense for the carrier if the carrier timely complies with the IRO decision.

Based on review of the disputed issues within the request, the Medical Review Division has determined that **medical necessity was the only issue** to be resolved. The disputed prescriptions were found to **not** be medically necessary. The respondent raised no other reasons for denying reimbursement for these services.

This Decision is applicable to dates of service 12/11/01 through 5/21/02 in this dispute.

This Decision is hereby issued this 12<sup>th</sup> day of November 2002.

Noel L. Beavers  
Medical Dispute Resolution Officer  
Medical Review Division

NLB/nlb

October 31, 2002

David Martinez  
TWCC Medical Dispute Resolution  
4000 IH 35 South, MS 48  
Austin, TX 78704

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IRO #: 5251

\_\_\_ has been certified by the Texas Department of Insurance as an Independent Review Organization. The Texas Worker's Compensation Commission has assigned this case to \_\_\_ for independent review in accordance with TWCC Rule 133.308 which allows for medical dispute resolution by an IRO.

\_\_\_ has performed an independent review of the care rendered to determine if the adverse determination was appropriate. In performing this review, all relevant medical records and documentation utilized to make the adverse determination, along with any documentation and written information submitted, was reviewed.

The independent review was performed by a matched peer with the treating doctor. This case was reviewed by a licensed MD specialized and board certified in anesthesiology. The \_\_\_ health care professional has signed a certification statement stating that no known conflicts of interest exist between the reviewer and any of the treating doctors or providers or any of the doctors or providers who reviewed the case for a determination prior to the referral to \_\_\_ for independent review. In addition, the reviewer has certified that the review was performed without bias for or against any party to the dispute.

### CLINICAL HISTORY

\_\_\_ was injured at work on \_\_\_. She subsequently underwent fusion at L4-5 with cages in 1998. Following that she continued to have chronic back pain, developing Failed Back Surgery Syndrome. \_\_\_ was treated by \_\_\_ and was fired by him as well as several other physicians because of drug-seeking behavior. \_\_\_ saw the patient back and continued prescribing Oxycontin, Paxil, Xanax, and Duragesic patches, but he again fired the patient a second time in August 2001.

At that point, \_\_\_ shifted her care to \_\_\_ for an initial evaluation on 9/24/01. \_\_\_, in that evaluation, makes no mention of the previously documented drug-seeking behaviors and firings by the previous physicians. \_\_\_ reported a pain level of 9/10. She told \_\_\_ that prior to leaving \_\_\_'s practice she was taking Duragesic 50 mcg patches, Hydrocodone 40mg daily, and Xanax 2 mg daily. \_\_\_ started the patient on Xanax 0.5 mg TID dispensing 90 tablets. He also started her on Methadone 10 mg TID, dispensing a 45-tablet prescription. She was given Norco 10 mg TID, 60 tablets, Reglan 10 mg TID, 60 tablets, and Keppra 500 mg in escalating doses up to 1.500 mg HS, 100 tablets. She returned to \_\_\_ nine days later, having consumed all of the Methadone despite being given a 15-day supply. She was given another prescription for Methadone to be taken one or two tablets at bedtime, receiving a prescription for 30 tablets. She returned to \_\_\_ with her husband one week later, claiming that she had problems after taking Methadone. The husband stated that he had torn up the prescription, which makes \_\_\_'s statement about having problems with the drug difficult to reconcile. She was started on Hydrocodone 15 mg tablets TID and given a prescription for 100 tablets. She was also started on Zanaflex 2 mg TID, again receiving 100 tablets. These medications therefore should have lasted 33 days. She returned three weeks later, on 11/1/01, still reporting no change in pain. Despite the prescriptions for Hydrocodone and Zanaflex being written for 33 days, the claimant had consumed all that medication within three weeks. \_\_\_ prescribed another 30-day supply of Hydrocodone 15 mg tablets and changed Zanaflex to Parafon Forte, prescribing a 30-day supply. \_\_\_ returned on 12/11/01 still complaining of essentially the same pain level, despite having had an epidural lysis of adhesion procedure. She was given another 25-day supply of Norco 10 mg, in addition to a 25-day supply of Ultram 50

mg to be taken four times daily. She was also given Gabitril and continued on Keppra. She returned one month later, still with no significant change in pain. She was given a 30-day-supply of Ultram 50 mg QID as well as Norco 10 mg QID, which she was told to take together. She was also continued on Keppra and Parafon Forte. Twenty-five days later she returned on 2/6/02 with the same level of pain and the same pain complaint. Despite having been given a 30-day-supply of Ultram and Norco and having consumed them in only 25 days, \_\_\_ again refilled her Hydrocodone, now 15 mg TID, supplying 100 tablets. \_\_\_ returned to him three weeks later, having consumed all of the Norco tablets. She received another 33-day supply of Norco 10 mg and Ultram 50 mg to be taken with the Norco. She returned 30 days later still reporting no change in pain despite all of the medication. She received another 30-day supply of Norco 10 mg and Ultram 50 mg. She returned to \_\_\_ a little over three weeks later, having consumed all of the medication previously prescribed. She received a 30-day supply of Norco 10 mg and Ultram 50 mg, now prescribed at five per day. She returned on 5/21/02, still with significant pain, and received refills of Norco 10 mg and Ultram 50 mg to be taken five times daily, 150 tablets.

At no time did \_\_\_ mention in his progress notes \_\_\_ previous history of drug-seeking behavior, but he did mention in his first evaluation that the claimant was signing a narcotic contract. It is of note that on 3/1/01, the first follow-up visit after this contract, that \_\_\_ documented that the claimant had consumed all of her medication after receiving a thirty day supply, essentially twenty days early. This was the first of several circumstances documented for the patient abusing and over-consuming narcotics.

#### DISPUTED SERVICES

Under dispute is the medical necessity of prescription medications rendered from 12-11-01 through 5-21-02, which were denied by the carrier as being medically unnecessary.

#### DECISION

The reviewer agrees with the prior adverse determination.

#### BASIS FOR THE DECISION

It is clear from the progress notes submitted that \_\_\_ obtained no significant relief from all of the medication that was prescribed during the time period 12/11/01 through 5/21/02. It is also clear that she was abusing narcotics, taking them at larger doses or with greater frequency than was being prescribed by \_\_\_. It is neither medically reasonable, necessary, or appropriate, or in accordance with the Texas Medical Practice Act regarding the prescription of narcotics, to continue prescribing such drugs to patients when there is either significant side effect or lack of clear clinical benefit from the medication. In this case, there is clearly lack of clinical benefit from the use of these medications, as well as documented excessive consumption on the part of the claimant. Therefore, it is medically unnecessary and unreasonable for the claimant to have received continuing prescriptions of these medications for the period 12/11/01 through 5/21/01.

As an officer of \_\_\_\_, I certify that there is no known conflict between the reviewer, \_\_\_\_ and/or any officer/employee of the IRO with any person or entity that is a party to the dispute.

\_\_\_\_ is forwarding this finding by US Postal Service to the TWCC.

Sincerely,