

**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**

Prior to the time scheduled for a pre-hearing conference on June 10, 2009, attorneys for the parties submitted a written agreement on the following issue:

Is the preponderance of the evidence contrary to the decision of the Independent Review Organization that Claimant is not entitled to 4 hours per day for assistance in bathing and living assistance?

**PARTIES PRESENT**

Claimant did not appear but was represented by DR, attorney. Carrier was represented by RL.

**AGREEMENT**

The parties reached an agreement. The agreement resolves only the issue to be decided at this hearing. The agreement does not resolve all issues with regard to this claim and is not a settlement.

In this decision, the Agreement section includes findings of fact and the Decision section constitutes the conclusions of law.

The Hearing Officer found:

- A. Carrier delivered to Claimant's attorney 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.
- B. The Texas Department of Insurance, Division of Workers' Compensation, has jurisdiction to hear this case.
- C. Venue is proper in the (City) Field Office of the Texas Department of Insurance, Division of Workers' Compensation.
- D. On \_\_\_\_\_, Claimant, who was the employee of (Employer), sustained a compensable injury.
- E. The Independent Review Organization determined that the requested services were not reasonable and necessary health care services for the compensable injury of \_\_\_\_\_.

The parties agreed as follows:

The parties agree that the preponderance of the evidence is not contrary to the Independent Review Organization decision that Claimant is not entitled to 4 hours per day for assistance in bathing and living assistance, but is contrary to the IRO to the extent that 2 hours per day, 3 days a week, 4 weeks for assistance in bathing and living assistance is medically necessary.

### **DECISION**

Claimant is not entitled to 4 hours per day for assistance in bathing and living assistance, but is entitled to 2 hours per day, 3 days a week for 4 weeks with assistance in bathing and living for the compensable injury of \_\_\_\_\_.

### **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 **SECURITY INSURANCE COMPANY OF HARTFORD** and the name and address of its registered agent for service of process is

**CORPORATION SERVICES COMPANY  
701 BRAZOS, SUITE 1050  
AUSTIN, TEXAS 78701**

Signed this 11th day of June, 2009.

CAROLYN F. MOORE  
Hearing Officer