

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

A benefit contested case hearing was opened on November 28, 2007, which was closed on December 11, 2007, to decide the following disputed issue:

1. Whether the preponderance of the evidence is contrary to the Medical Fee Dispute Resolutions Findings and Decision that the health care provider is entitled to be paid for an additional five units for the services rendered on November 13, 14, 16, 21, and 22, 2006?

PARTIES PRESENT

Carrier appeared and was represented by attorney. Following the hearing, a ten-day letter was sent to the health care provider which responded that it was satisfied with the total reimbursement received and there was "NO reason for any sort of hearing to take place".

AGREEMENT

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

In this decision, this Agreement section constitutes the findings of facts and the Decision Section constitutes the conclusions of law.

Hearing Officer findings:

1. The true corporate name of the insurance carrier is Texas Mutual Insurance Company; and the name and address of its registered agent for service of process is Russell Oliver, President, 6210 East Hwy. 290, Austin, Texas 78723.
2. Carrier delivered to Claimant a single document stating the true corporate name of Carrier, and name and street address of Carrier's registered agent, which was admitted into evidence as Hearing Officer's Exhibit Number 2.

The parties agreed to the following:

1. Carrier has paid (health care provider), the correct amount for the services rendered to ____ on November 13, 14, 16, 21, and 22, 2006, and does not seek reimbursement from (health care provider).

2. (Health care provider) has been paid in full for the services rendered to ____ on November 13, 14, 16, 21, and 22, 2006.

FINDINGS OF FACT

1. On ____, the Claimant lived within seventy-five miles of the (City) Field Office.
2. On ____, Claimant was the employee of (employer) when he sustained a compensable injury.
3. On ____, the Employer was a subscriber to workers' compensation.

CONCLUSIONS OF LAW

1. The Texas Department of Insurance, Division of Workers' Compensation, has jurisdiction to hear this case.
2. Venue is proper in the (City) Field Office of the Texas Department of Insurance, Division of Workers' Compensation.

DECISION

Carrier has paid (health care provider), the correct amount for the services rendered to ____ on November 13, 14, 16, 21, and 22, 2006, and does not seek reimbursement from (health care provider). (Health care provider) has been paid in full for the services rendered to ____ on November 13, 14, 16, 21, and 22, 2006.

ORDER

Under the terms of this agreement, Carrier is not liable for the payment of any additional amount, and the health care provider is not liable for any reimbursement to Carrier.

Signed this 11th day of December, 2007.

Charles T. Cole
Hearing Officer