

**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.

**ISSUES**

A contested case hearing was held on October 15, 2010 to decide the following disputed issue:

1. Is the preponderance of the evidence contrary to the decision of Medical Review that Claimant is not entitled to additional reimbursement for money she paid for health care for the compensable injury provided from March 2, 2009 through July 27, 2009?

**PARTIES PRESENT**

Petitioner/Claimant appeared and was assisted by JT, ombudsman. Respondent/Carrier appeared and was represented by RJ, attorney, appearing by telephone.

**BACKGROUND INFORMATION**

Claimant paid out of her pocket for six prescriptions and four doctor's office visits for health care for the compensable injury provided from March 2, 2009 through July 27, 2009. Carrier reimbursed her for the full amount of the prescriptions. Reimbursement for office visits was made at the Division guideline fee schedule rate of \$54.59 per office visit, a total of \$218.36. Claimant paid what the doctor charged her, which was \$75.00 each for two visits and \$150.00 each for the other two, a total of \$450.00, and invoked the Division's Medical Fee Dispute Resolution System in an attempt to secure the difference.

On July 30, 2010 the Division's Medical Fee Dispute Resolution Officer issued a Findings and Decision that Claimant had been reimbursed by Carrier for all of the out of pocket expenses documented with receipts submitted to Carrier in accordance with Rule 133.270, and that she was not entitled to any additional reimbursement. Claimant appealed that decision to a contested case hearing.

Rule 133.270 provides in subpart (b) that the injured employee's request for reimbursement "...shall include documentation or evidence (such as itemized receipts) of the amount the injured employee paid the health care provider", and also provides in subpart (c) that reimbursement shall be made by the carrier "in accordance with Section 134.1" (Medical Reimbursement). Both Claimant and Carrier followed the rule. Claimant is not entitled to any additional reimbursement from Carrier. Her remedy lies in subparts (d), which provides that the injured employee may seek reimbursement of any payment made above the Division fee guideline amount from the health care provider who received the overpayment, and (e), which provides that the health care provider "shall" reimburse the injured employee the amount paid above the applicable Division fee guideline within 45 days of a request.

Even though all the evidence presented was not discussed, it was considered. The Findings of Fact and Conclusions of Law are based on all of the evidence presented.

### **FINDINGS OF FACT**

1. The parties stipulated to the following facts:
  - A. Venue is proper in the (City) Field Office of the Texas Department of Insurance, Division of Workers' Compensation.
  - B. On \_\_\_\_\_ Claimant was the employee of (Employer).
  - C. On \_\_\_\_\_ Claimant sustained a compensable injury.
  - D. Medical Review determined that Claimant is not entitled to additional reimbursement for money she paid for health care for the compensable injury provided from March 2, 2009 through July 27, 2009.
2. Carrier delivered to Claimant 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.
3. Claimant paid out of her pocket for health care provided for the compensable injury in the form of six prescriptions and four doctor's office visits provided during the period from March 2, 2009 through July 27, 2009.
4. Claimant paid the doctor what he charged her, \$75.00 each for two visits and \$150.00 each for the other two, a total of \$450.00.
5. Carrier reimbursed Claimant in full for the prescriptions and made reimbursement for the doctor's office visits at the Division guideline schedule rate of \$54.59 per office visit, a total of \$218.36.

### **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.
3. The preponderance of the evidence is not contrary to the decision of Medical Review that Claimant is not entitled to additional reimbursement for money she paid for health care for the compensable injury provided from March 2, 2009 through July 27, 2009.

### **DECISION**

The preponderance of the evidence is not contrary to the decision of Medical Review that Claimant is not entitled to additional reimbursement for money she paid for health care for the compensable injury provided from March 2, 2009 through July 27, 2009.

**ORDER**

Carrier is not liable for the benefits at issue in this hearing. Claimant remains entitled to medical benefits for the compensable injury in accordance with Section 408.021 of the Act.

The true corporate name of the insurance carrier is **LIBERTY MUTUAL FIRE INSURANCE COMPANY**, and the name and address of its registered agent for service of process is

**CORPORATION SERVICE COMPANY  
211 EAST 7<sup>th</sup> STREET, SUITE 620  
AUSTIN, TEXAS 78701**

Signed this 15th day of October, 2010.

Thomas Hight  
Hearing Officer