

MEDICAL CONTESTED CASE HEARING NO 12027  
M4-10-1855-01

**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 April 5, 2011 to decide the following disputed issue:

Is the preponderance of the evidence contrary to the Medical Fee Dispute Resolution Findings and Decision that (Healthcare Provider), Petitioner, is not entitled to reimbursement for the compensable injury of (Date of Injury) in the amount of \$11.80 for 7 units of Temazepam 30 MG Capsule dispensed to Claimant on January 12, 2009, for \$10.00 for 14 units of Diazepam 5 MG Capsule dispensed to Claimant on January 12, 2009, for \$33.20 for 60 units of Diazepam 5 MG Capsule dispensed to Claimant on January 15, 2009 and February 11, 2009, for \$30.60 for 42 units of Hydrocodone/APAP 10/500 Tablet dispensed to Claimant on January 12, 2009, for \$235.80 for 180 units of Hydrocodone/APAP 10/500 Tablet dispensed to Claimant on January 15, 2009 and February 11, 2009, for \$61.40 for 21 units of Orphenadrine 100 MG Tablets dispensed to Claimant on January 12, 2009, for \$255.40 for 5 units of Fentanyl 75 MCG/HR Patch dispensed to Claimant on January 12, 2009, for \$1,516.00 for 15 units of Fentanyl 75 MCG/HR Patch dispensed to Claimant on January 15, 2009 and February 11, 2009, for \$226.00 for 180 units of Baclofen 20 MG Tablet dispensed to Claimant on January 14, 2009 and for \$63.10 for 90 units of Carisoprodol 350 MG Tablet dispensed to Claimant on February 11, 2009?

**PARTIES PRESENT**

Petitioner, (Healthcare Provider) (HCP), appeared and was represented by HK, attorney. Respondent/Carrier, Texas Mutual Insurance Company, appeared and was represented by BJ, attorney. Claimant did not appear and his attendance was excused.

**BACKGROUND INFORMATION**

Petitioner/Subclaimant, (Healthcare Provider), hereinafter referred to as HCP is an in-house pharmacy for Functional Restoration Services (FRS), a facility providing rehabilitation services to workers' compensation patients. It is uncontroverted that the drugs for which HCP is seeking reimbursement as listed in the issues above were generic and though HCP does provide

pharmacy services to a very limited number of cash patients at a reduced rate, the majority of its business is to provide medications to workers' compensation patients.

After its requests for reconsideration were denied by Carrier, HCP requested relief through the Division's Medical Fee Dispute Resolution (MFDR) section in order to obtain reimbursement in the amount of \$399.60. The Division's MFDR Officer issued a decision for the above cited case ("Medical Fee Dispute Resolution Findings and Decision") holding that HCP was entitled to \$27.54 but not entitled to full reimbursement because it had failed to provide sufficient evidence to allow the Division to determine HCP's usual and customary (U&C) charge for 4 of the drugs at issue. Following the adverse decision from MFDR, HCP appealed to a medical contested case hearing.

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. (Texas Labor Code §408.021). The term "health care" includes a prescription drug, medicine, or other remedy. (Texas Labor Code §401.011(19)(E)). The commissioner of the Division of Workers' Compensation is directed by statute to adopt a fee schedule for pharmacy and pharmaceutical services that will provide reimbursement rates that are fair and reasonable; assure adequate access to medications and services for injured workers; and minimize costs to employees and insurance carriers. (Texas Labor Code §408.028(f)).

At the time HCP dispensed the prescription drugs the subject of this hearing, Rule 134.503, provided that the maximum allowable reimbursement (MAR) for prescription drugs is the lesser of the provider's usual and customary (U&C) charge for the same or similar service or a fee established by formulas based on the average wholesale price (AWP) determined by utilizing a nationally recognized pharmaceutical reimbursement system such as Redbook or First DataBank Inc. in effect on the day the prescription drug was dispensed. For generic drugs, the formula is AWP per unit multiplied by the number of units multiplied by 1.25, plus a \$4.00 dispensing fee (Rule 134.503(a)(2)).

On December 11, 2003, the Executive Director of the Texas Workers' Compensation Commission, issued Advisory 2003-21 to address the determination of a pharmacy's U&C charge for prescription drugs. In part, the Advisory states:

The Commission's pharmacy prescription pricing rule is based, in part, on several important provisions concerning health care provider charges. First, fee guidelines are based, in part, on a provision that payment may not be in excess of the fee charged for similar treatment of an injured individual of an equivalent standard of living and paid by that individual or by someone acting on that individual's behalf (Texas Labor Code Section 413.011(d)). Also, "[a] health care provider commits an offense if the person knowingly charges an insurance carrier an amount greater than that normally charged for similar treatment to a

payor outside the workers' compensation system, except for mandated or negotiated charges" (Texas Labor Code §413.043(a)).

Parties requesting medical dispute resolution should ensure that they abide by the statute and rule references outlined above. The Commission's Medical Dispute Resolution Section has indicated that parties filing a dispute have the burden of proof to support their position for advocating additional reimbursement. The burden of proof includes production of sufficient evidence to support that the reimbursement requested is in accordance with the factors listed in §413.011(b) of the Texas Workers' Compensation Act.

Accordingly, HCP has the burden to demonstrate its entitlement to the reimbursement it seeks. Therefore, based upon Rule 134.503 HCP's usual and customary (U&C) charge must be compared to the rate determined by applying the average wholesale (AWP) price formula. The maximum allowable reimbursement (MAR) rate will then be the lesser of the two figures.

HCP asserts that its U&C charge is the same as the AWP formula, AWP per unit multiplied by the number of units multiplied by 1.25, plus a \$4.00 dispensing fee (Rule 134.503(a)(2)(A)). To meet their its, HCP's pharmacy manager, TH, testified that HCP purchased a computer system called RX30 that apparently determined the cost of each prescription by applying the AWP formula in accordance with the guidelines of Rule 134.503.

Mr. H's testimony and the supporting documentation were sufficient to prove that on the dates of service, HCP's U&C charges were as follows:

**Table 1**

| <b>Date of Service</b> | <b>Pharmaceuticals</b>                      | <b>HCP U&amp;C Charge</b> |
|------------------------|---|---------------------------|
| 01/12/09               | 7 units of Temazepam 30 MG Capsule          | 11.80                     |
| 01/12/09               | 14 units of Diazepam 5 MG Capsule           | 10.00                     |
| 01/15/09               | 60 units of Diazepam 5 MG Capsule           | 16.60                     |
| 02/11/09               | 60 units of Diazepam 5 MG Capsule           | 16.60                     |
| 01/12/09               | 42 units of Hydrocodone/APAP 10/500 Tablet  | 30.60                     |
| 01/15/09               | 180 units of Hydrocodone/APAP 10/500 Tablet | 117.90                    |
| 02/11/09               | 180 units of Hydrocodone/APAP 10/500 Tablet | 117.90                    |
| 01/12/09               | 21 units of Orphenadrine 100 MG Tablets     | 61.40                     |
| 01/12/09               | 5 units of Fentanyl 75 MCG/HR Patch         | 255.40                    |
| 01/15/09               | 15 units of Fentanyl 75 MCG/HR Patch        | 758.00                    |
| 02/11/09               | 15 units of Fentanyl 75 MCG/HR Patch        | 758.00                    |
| 01/14/09               | 180 units of Baclofen 20 MG Tablet          | 226.00                    |
| 02/11/09               | 90 units of Carisoprodol 350 MG Tablet      | 63.10                     |

The facts in evidence support Mr. H's testimony that the RX30 computer system does determine the AWP by utilizing a nationally recognized pharmaceutical reimbursement system.

Petitioner provided the AWP of the prescription drugs in question utilizing a nationally recognized pharmaceutical reimbursement system so that a comparison between HCP' U&C charge and the AWP formula could be effected; and as such, based upon the facts in evidence, Petitioner met its burden of proof. See chart below:

**Table 2**

| <b>Dates of Service</b> | <b>Pharmaceuticals</b>                      | <b>AWP formula</b><br>AWP per unit multiplied by the number of units multiplied by 1.25, plus a \$4.00 dispensing fee | <b>U&amp;C Charge of HCP</b> | <b>MAR</b> | <b>Amount Paid by Carrier</b> | <b>Amount Due</b> |
|-------------------------|---|---|------------------------------|------------|-------------------------------|-------------------|
| 01/12/09                | 7 units of Temazepam 30 MG Capsule          | $0.88450 \times 7 \times 1.25 + 4 = 11.739$   | 11.80                        | 11.74      | 8.14                          | 3.60              |
| 01/12/09                | 14 units of Diazepam 5 MG Capsule           | $0.16855 \times 14 \times 1.25 + 4 = 6.9496$  | 10.00                        | 6.95       | 5.26                          | 1.69              |
| 01/15/09                | 60 units of Diazepam 5 MG Capsule           | $0.16855 \times 60 \times 1.25 + 4 = 16.641$  | 16.60                        | 16.60      | 11.05                         | 5.55              |
| 02/11/09                | 60 units of Diazepam 5 MG Capsule           | $0.16855 \times 60 \times 1.25 + 4 = 16.641$  | 16.60                        | 16.60      | 11.05                         | 5.55              |
| 01/12/09                | 42 units of Hydrocodone/APAP 10/500 Tablet  | $0.50606 \times 42 \times 1.25 + 4 = 30.568$  | 30.60                        | 30.57      | 19.44                         | 11.13             |
| 01/15/09                | 180 units of Hydrocodone/APAP 10/500 Tablet | $0.50606 \times 180 \times 1.25 + 4 = 117.863$  | 117.90                       | 117.86     | 71.82                         | 46.04             |
| 02/11/09                | 180 units of Hydrocodone/APAP 10/500 Tablet | $0.50606 \times 180 \times 1.25 + 4 = 117.863$  | 117.90                       | 117.86     | 71.82                         | 46.04             |
| 01/12/09                | 21 units of Orphenadrine 100 MG Tablets     | $2.18420 \times 21 \times 1.25 + 4 = 61.335$  | 61.40                        | 61.34      | 37.90                         | 23.44             |
| 01/12/09                | 5 units of Fentanyl 75 MCG/HR Patch         | $40.24600 \times 5 \times 1.25 + 4 = 255.537$   | 255.40                       | 255.40     | 154.29                        | 101.11            |
| 01/15/09                | 15 units of Fentanyl 75 MCG/HR Patch        | $40.24600 \times 15 \times 1.25 + 4 = 758.612$  | 758.00                       | 758.00     | 455.86                        | 302.14            |
| 02/11/09                | 15 units of Fentanyl 75 MCG/HR Patch        | $40.24600 \times 15 \times 1.25 + 4 = 758.612$  | 758.00                       | 758.00     | 455.86                        | 302.14            |
| 01/14/09                | 180 units of Baclofen 20 MG Tablet          | $.98660 \times 180 \times 1.25 + 4 = 225.985$   | 226.00                       | 225.99     | 136.69                        | 89.30             |
| 02/11/09                | 90 units of Carisoprodol 350 MG Tablet      | $0.52470 \times 90 \times 1.25 + 4 = 63.02875$  | 63.10                        | 63.03      | 38.92                         | 24.11             |

The Division's Medical Fee Dispute Resolution Officer determined that HCP was not entitled to reimbursement for the Temazepam, Diazepam, Hydrocodone/APAP, Orphenadrine, Fentanyl, Baclofen, or Carisoprodol dispensed to Claimant on the dates listed above. The preponderance of the evidence is contrary to the decision of the Medical Fee Dispute Resolution Officer. HCP provided sufficient evidence to establish the fee schedule charge computed in accordance with Rule 134.503(a)(2)(A) for the drugs that are the subject of this hearing on the date they were dispensed and HCP is entitled to reimbursement.

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 present stipulated as follows:
  - A. Venue is proper in the (City) Field Office of the Texas Department of Insurance, Division of Workers' Compensation.
  - B. On (Date of Injury), Claimant was the employee of [Employer], and sustained a compensable injury.
  - C. The medications for which reimbursement was sought in this case were dispensed as part of the medical care for the compensable injury of (Date of Injury).
  - D. (Healthcare Provider) has no negotiated or contractual pharmacy fee agreement with Texas Mutual Insurance Company payable pursuant to Rule 134.503(a)(3).
  - E. The preponderance of the evidence is not contrary to the Medical Fee Dispute Resolution Findings and Decision that (Healthcare Provider), Petitioner, is entitled to reimbursement for the compensable injury of (Date of Injury) in the amount of \$27.54 for 30 units Temazepam 30 MG Capsule dispensed to the Claimant on January 15, 2009 and February 11, 2009, which has been paid by the Carrier.
2. Respondent delivered to Petitioner 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. The medications for which additional reimbursement was sought in this case were all generic.
4. On January 12, 2009, HCP dispensed 7 units of Temazepam 30 MG Capsule to Claimant for his compensable injury of (Date of Injury); HCP billed Carrier a total of \$11.80 for this medication.
5. On January 12, 2009, HCP dispensed 14 units of Diazepam 5 MG Capsule to Claimant for his compensable injury of (Date of Injury); HCP billed Carrier a total of \$10.00 for this medication.
6. On January 15, 2009 and February 11, 2009 HCP dispensed 60 units of Diazepam 5 MG Capsule to Claimant for his compensable injury of (Date of Injury); HCP billed Carrier a total of \$33.20 for this medication.

7. On January 12, 2009, HCP dispensed 42 units of Hydrocodone/APAP 10/500 Tablet to Claimant for his compensable injury of (Date of Injury); HCP billed Carrier a total of \$30.60 for this medication.
8. On January 15, 2009 and February 11, 2009 HCP dispensed 180 units of Hydrocodone/APAP 10/500 Tablet to Claimant for his compensable injury of December 9, 1996; HCP billed Carrier a total of \$235.80 for this medication.
9. On January 12, 2009, HCP dispensed 21 units of Orphenadrine 100 MG Tablets to Claimant for his compensable injury of (Date of Injury); HCP billed Carrier a total of \$61.40 for this medication.
10. On January 12, 2009, HCP dispensed 5 units of Fentanyl 75 MCG/HR Patch to Claimant for his compensable injury of (Date of Injury); HCP billed Carrier a total of \$255.40 for this medication.
11. On January 15, 2009 and February 11, 2009 HCP dispensed 15 units of Fentanyl 75 MCG/HR Patch to Claimant for his compensable injury of (Date of Injury); HCP billed Carrier a total of \$1,516.00 for this medication.
12. On January 14, 2009, HCP dispensed 180 units of Baclofen 20 MG Tablet to Claimant for his compensable injury of (Date of Injury); HCP billed Carrier a total of \$226.00 for this medication.
13. On February 11, 2009, HCP dispensed 90 units of Carisoprodol 350 MG Tablet to Claimant for his compensable injury of (Date of Injury); HCP billed Carrier a total of \$63.10 for this medication.
14. HCP established the AWP of the prescription drugs at issue in this case on the dispensing dates in dispute by providing information from a nationally recognized pharmaceutical reimbursement system.
15. For the Temazepam 30 MG Capsule, the AWP on the dates of service in dispute was 0.88450.
16. For the Diazepam 5 MG Tablet, the AWP on the dates of service in dispute was 0.16855.
17. For the Hydrocodone/APAP 10/500 TAB, the AWP on the dates of service in dispute was 0.50606.
18. For the Orphenadrine 100 MG Tablets, the AWP on the dates of service in dispute was 2.18420.

19. For the Fentanyl 75 MCG/HR Patch, the AWP on the dates of service in dispute was 40.24600.
20. For the Baclofen 20 MG Tablet, the AWP on the dates of service in dispute was 0.98660.
21. For the Carisoprodol 350 MG Tablet, the AWP on the dates of service in dispute was 0.52470.
22. On January 12, 2009, for the Temazepam 30 MG Capsule, HCP's U&C charge for 7 units was \$11.80.
23. On January 12, 2009, for the Diazepam 5 MG Tablet, HCP's U&C charge for 14 units was \$10.00.
24. On January 15, 2009 and February 11, 2009, for the Diazepam 5 MG Tablet, HCP's U&C charge for 60 units was \$16.60.
25. On January 11, 2009, for the Hydrocodone/APAP 10/500 TAB, HCP's U&C charge for 42 units was \$30.60.
26. On January 15, 2009 and February 11, 2009, for the Hydrocodone/APAP 10/500 TAB, HCP's U&C charge for 180 units was \$117.90.
27. On January 12, 2009, for the Orphenadrine 100 MG Tablets, HCP's U&C charge for 21 units was \$61.40.
28. On January 12, 2009, for the Fentanyl 75 MCG/HR Patch, HCP's U&C charge for 5 units was \$255.40.
29. On January 15, 2009 and February 11, 2009, for the Fentanyl 75 MCG/HR Patch, HCP's U&C charge for 15 units was \$758.00.
30. On January 14, 2009, for the Baclofen 20 MG Tablet, HCP's U&C charge for 180 units was \$226.00.
31. On February 11, 2009, for the Carisoprodol 350 MG Tablet, HCP's U&C charge for 90 units was \$63.10.
32. On January 12, 2009, HCP dispensed 7 units of Temazepam 30 MG Capsule to Claimant; Carrier reimbursed HCP a total of \$8.14
33. On January 12, 2009, HCP dispensed 14 units of Diazepam 5 MG Capsule to Claimant; Carrier reimbursed HCP a total of \$5.26.

34. On January 15, 2009 and February 11, 2009 HCP dispensed 60 units of Diazepam 5 MG Capsule to Claimant; Carrier reimbursed HCP a total of \$22.10.
35. On January 12, 2009, HCP dispensed 42 units of Hydrocodone/APAP 10/500 Tablet to Claimant; Carrier reimbursed HCP a total of \$19.44.
36. On January 15, 2009 and February 11, 2009 HCP dispensed 180 units of Hydrocodone/APAP 10/500 Tablet to Claimant; Carrier reimbursed HCP a total of \$143.64.
37. On January 12, 2009, HCP dispensed 21 units of Orphenadrine 100 MG Tablets to Claimant; Carrier reimbursed HCP a total of \$37.90.
38. On January 12, 2009, HCP dispensed 5 units of Fentanyl 75 MCG/HR Patch to Claimant; Carrier reimbursed HCP a total of \$154.29.
39. On January 15, 2009 and February 11, 2009 HCP dispensed 15 units of Fentanyl 75 MCG/HR Patch to Claimant; Carrier reimbursed HCP a total of \$911.72.
40. On January 14, 2009, HCP dispensed 180 units of Baclofen 20 MG Tablet to Claimant; Carrier reimbursed HCP a total of \$136.69.
41. On February 11, 2009, HCP dispensed 90 units of Carisoprodol 350 MG Tablet to Claimant; Carrier reimbursed HCP a total of \$38.92.
42. The MAR for the 7 units of Temazepam 30 MG Capsule dispensed on January 12, 2009, was \$11.74, which is equal to the amount elicited from the 134.503(a)(2)(A) formula calculation.
43. The MAR for the 14 units of Diazepam 5 MG Capsule dispensed on January 12, 2009 was \$6.95, which is equal to the amount elicited from the 134.503(a)(2)(A) formula calculation.
44. The MAR for the 60 units of Diazepam 5 MG Capsule dispensed on January 15, 2009 and February 11, 2009 was \$16.60, which is equal to the amount elicited from the 134.503(a)(2)(A) formula calculation.
45. The MAR for the 42 units of Hydrocodone/APAP 10/500 Tablet dispensed on January 12, 2009 was \$30.57, which is equal to the amount elicited from the 134.503(a)(2)(A) formula calculation.
46. The MAR for the 180 units of Hydrocodone/APAP 10/500 Tablet dispensed on January 15, 2009 and February 11, 2009 was \$117.86, which is equal to the amount elicited from the 134.503(a)(2)(A) formula calculation.

47. The MAR for the 21 units of Orphenadrine 100 MG Tablets dispensed on January 12, 2009 was \$61.34, which is equal to the amount elicited from the 134.503(a)(2)(A) formula calculation.
48. The MAR for the 5 units of Fentanyl 75 MCG/HR Patch dispensed on January 12, 2009 was \$255.40, which is less than the amount elicited from the 134.503(a)(2)(A) formula calculation.
49. The MAR for 15 units of Fentanyl 75 MCG/HR Patch dispensed on January 15, 2009 and February 11, 2009 was \$758.00, which is less than the amount elicited from the 134.503(a)(2)(A) formula calculation.
50. The MAR for the 180 units of Baclofen 20 MG Tablet dispensed on January 14, 2009 was \$225.99, which is equal to the amount elicited from the 134.503(a)(2)(A) formula calculation.
51. The MAR for the 90 units of Carisoprodol 350 MG Tablet dispensed on February 11, 2009 was \$63.03, which is equal to the amount elicited from the 134.503(a)(2)(A) formula calculation.

### **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 contrary to the Medical Fee Dispute Resolution Findings and Decision that (Healthcare Provider), Petitioner, is not entitled to reimbursement for the compensable injury of (Date of Injury) in the amount of \$11.80 for 7 units of Temazepam 30 MG Capsule dispensed to Claimant on January 12, 2009, for \$10.00 for 14 units of Diazepam 5 MG Capsule dispensed to Claimant on January 12, 2009, for \$33.20 for 60 units of Diazepam 5 MG Capsule dispensed to Claimant on January 15, 2009 and February 11, 2009, for \$30.60 for 42 units of Hydrocodone/APAP 10/500 Tablet dispensed to Claimant on January 12, 2009, for \$235.80 for 180 units of Hydrocodone/APAP 10/500 Tablet dispensed to Claimant on January 15, 2009 and February 11, 2009, for \$61.40 for 21 units of Orphenadrine 100 MG Tablets dispensed to Claimant on January 12, 2009, for \$255.40 for 5 units of Fentanyl 75 MCG/HR Patch dispensed to Claimant on January 12, 2009, for \$1,516.00 for 15 units of Fentanyl 75 MCG/HR Patch dispensed to Claimant on January 15, 2009 and February 11, 2009, for \$226.00 for 180 units of Baclofen 20 MG Tablet dispensed to Claimant on January 14, 2009 and for \$63.10 for 90 units of Carisoprodol 350 MG Tablet dispensed to Claimant on

February 11, 2009. (Healthcare Provider) is entitled to additional reimbursement in the amount of \$961.84.

### **DECISION**

The preponderance of the evidence is contrary to the Medical Fee Dispute Resolution Findings and Decision that (Healthcare Provider), Petitioner, is not entitled to reimbursement for the compensable injury of (Date of Injury) in the amount of \$11.80 for 7 units of Temazepam 30 MG Capsule dispensed to Claimant on January 12, 2009, for \$10.00 for 14 units of Diazepam 5 MG Capsule dispensed to Claimant on January 12, 2009, for \$33.20 for 60 units of Diazepam 5 MG Capsule dispensed to Claimant on January 15, 2009 and February 11, 2009, for \$30.60 for 42 units of Hydrocodone/APAP 10/500 Tablet dispensed to Claimant on January 12, 2009, for \$235.80 for 180 units of Hydrocodone/APAP 10/500 Tablet dispensed to Claimant on January 15, 2009 and February 11, 2009, for \$61.40 for 21 units of Orphenadrine 100 MG Tablets dispensed to Claimant on January 12, 2009, for \$255.40 for 5 units of Fentanyl 75 MCG/HR Patch dispensed to Claimant on January 12, 2009, for \$1,5160.00 for 15 units of Fentanyl 75 MCG/HR Patch dispensed to Claimant on January 15, 2009 and February 11, 2009, for \$226.00 for 180 units of Baclofen 20 MG Tablet dispensed to Claimant on January 14, 2009 and for \$63.10 for 90 units of Carisoprodol 350 MG Tablet dispensed to Claimant on February 11, 2009. (Healthcare Provider) is entitled to additional reimbursement in the amount of \$961.84.

### **ORDER**

Carrier is liable for the additional reimbursement at issue in this hearing. Claimant remains entitled to medical benefits for the compensable injury in accordance with §408.021.

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

**RON WRIGHT, PRESIDENT  
TEXAS MUTUAL INSURANCE COMPANY  
6210 EAST HIGHWAY 290  
AUSTIN, TEXAS 78723**

Signed this 22nd day of July, 2011.

Katherine D'Aunno-Buchanan  
Hearing Officer