

MEDICAL CONTESTED CASE HEARING NO. 13042

**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 medical contested case hearing was held on May 23, 2011<sup>1</sup> with Hearing Officer KB presiding 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 additional reimbursement for the compensable injury of (Date of Injury) in the amount of \$40.84 for Hydroxyzine PAM 50MG CAP (60 Units) for dates of service June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008, in the amount of \$508.35 for Hydrocodone/APAP 10/325 TAB (240 Units & 56 Units) for dates of service June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, January 6, 2009, January 14, 2009, and February 12, 2009, and in the amount of \$210.57 for Cyclobenzaprine 10 MG TABLET (90 Units & 21 Units) for dates of service June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, and January 6, 2009, and in the amount of \$5.61 for Morphine Sulfate 15MG TAB SA (14 Units) for date of service January 14, 2009?

Hearing Officer KB left Division employment in November 2012. As a decision in this matter was pending at that time, the undersigned hearing officer was assigned to review the record and issue a decision based on the evidence presented. The undersigned hearing officer reopened the record on December 27, 2012 after noticing a mathematical calculation error in the amount in dispute, above, concerning Morphine Sulfate 15MG TAB SA (Morphine). The hearing officer contacted the parties in order to propose amending the amount in dispute related to that medication to correct that error, as well as to provide the parties with an opportunity to file additional written arguments. The record closed effective January 9, 2013. After neither party offered any objection to the hearing officer's proposed amendment of the amount in dispute for Morphine in the issue, that amount was changed from "\$5.61" to "\$5.64" in order to reflect the correct amount at issue.

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<sup>1</sup> This fee dispute was heard in a consolidated medical contested case hearing along with the fee disputes in (Sequence 02) and (Sequence 04).

## PARTIES PRESENT

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

## BACKGROUND INFORMATION

The petitioner in this case is (Healthcare Provider), which dispenses medications within a medical facility and whose customer base is almost exclusively workers' compensation patients.

This medical contested case hearing concerned whether (Healthcare Provider) is entitled to additional reimbursement for medication – Hydroxyzine, Hydrocodone, Cyclobenzaprine, and Morphine Sulfate – it dispensed to Claimant for treatment of his (Date of Injury) compensable injury.

The following table serves to outline the overall dispute between (Healthcare Provider) and Carrier in this case:

**Table 1**

<b>Date(s) of Service (DOS)</b>	<b>Medication / No. of Units</b>	<b>(Healthcare Provider) Charge to Carrier</b>	<b>Carrier Reimbursement to (Healthcare Provider)</b>	<b>Amount in Dispute</b>
06/25/2008, 07/22/2008, 08/20/2008, 10/15/2008	Hydroxyzine PAM 50MG CAP / 60 Units	\$112.80 (\$28.20 x 4)	\$71.96 (\$17.99 x 4)	\$40.84 (\$10.21 x 4)
06/25/2008, 07/22/2008, 08/20/2008, 10/15/2008 01/14/2009 02/12/2009	Hydrocodone/APAP 10/325 TAB / 240 Units	\$1,238.40 (\$206.40 x 6)	\$749.52 (\$124.92 x 6)	\$488.88 (\$81.48 x 6)
01/06/2009	Hydrocodone/APAP 10/325 TAB / 56 Units	\$51.30	\$31.83	\$19.47
06/25/2008, 07/22/2008, 08/20/2008 10/15/2008	Cyclobenzaprine 10MG TABLET / 90 Units	\$507.20 (\$126.80 x 4)	\$308.64 (\$77.16 x 4)	\$198.56 (\$49.64 x 4)
01/06/2009	Cyclobenzaprine 10MG TABLET / 21 Units	\$32.70	\$20.69	\$12.01
01/14/2009	Morphine Sulfate 15MG TAB SA / 14 Units	\$18.50	\$12.86	\$5.64

The evidence presented in the hearing indicated that the reimbursement amount Carrier paid to (Healthcare Provider) for each of these medications was based on Carrier's calculation of a reasonable and customary fee for the medications. After (Healthcare Provider)'s requests for reconsideration of the reimbursement amounts were denied by Carrier, (Healthcare Provider) sought relief through the Division's Medical Fee Dispute Resolution (MFDR) section in order to obtain additional reimbursement from Carrier.

On January 12, 2011, the Division's MFDR Officer issued a decision ("Medical Fee Dispute Resolution Findings and Decision" or MFDRFD) holding that (Healthcare Provider) was not entitled to the additional reimbursement at issue from Carrier. A fair reading of the MFDRFD indicates that the Division was not provided with sufficient evidence to substantiate (Healthcare Provider)'s usual and customary (U&C) charge for the medications at issue. Following the adverse decision from MFDR, (Healthcare Provider) requested a medical contested case hearing (MCCH) to resolve the fee question in this case.

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)). The commissioner adopted reimbursement methodology for prescription drugs in Rule 134.503. The current version of this rule ("Pharmacy Fee Guideline") went into effect on October 23, 2011.

Pursuant to the version of Rule 134.503 in effect at the time of the dates of service at issue in this case<sup>2</sup>, the maximum allowable reimbursement (MAR) for prescription drugs was the lesser of the provider's 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. *See* Rule 134.503(a)(2)(A), then in effect. The evidence presented in the hearing revealed that the prescription medications at issue in this case are generic drugs. The evidence also revealed that there is no contract between (Healthcare Provider) and Carrier, so Rule 134.503(a)(3), then in effect, does not apply to the facts of this case.

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<sup>2</sup> The version of Rule 134.503 ("Reimbursement Methodology") applicable to this case was in effect from March 14, 2004 to October 22, 2011.

On December 11, 2003, RR, 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.

(Healthcare Provider) has the burden to establish its entitlement to the additional reimbursement it seeks. In support of its contention that it is entitled to the reimbursement at issue, (Healthcare Provider)'s Pharmacist in Charge, Mr. H, provided an affidavit that was admitted into evidence in the hearing. Mr. H's April 29, 2011 affidavit indicates that (Healthcare Provider) makes no distinction between AWP and its U&C charges to avoid any discrepancy. (Healthcare Provider) also furnished literature and pricing information from Rx30, a professional billing and pricing hardware and software program that (Healthcare Provider) utilizes. The evidence presented in the hearing included an e-mail from MP, an employee of Rx30, who indicated that Rx30 does not calculate AWP itself, but, rather, it frequently obtains average wholesale pricing information for medications from First DataBank, Inc., a nationally recognized pharmaceutical reimbursement system. Ms. P's e-mail indicated that AWP's may vary if sources other than First DataBank, Inc. are used. Though the evidence revealed that (Healthcare Provider) does offer a discount to customers who pay for their medications in cash, the evidence also indicated that the percentage of such customers is an extremely small one, equating to less than .0025% of (Healthcare Provider)'s quarterly business.

(Healthcare Provider) presented evidence in the hearing to indicate that, according to a document with Rx30 letterhead, the AWP for 60 units of Hydroxyzine PAM 50MG CAP was 0.2446 from

September 16, 2002 through March 27, 2008 and 0.32266 from March 28, 2008 through December 31, 2010. The following shows the calculation of MAR pursuant to Rule 134.503(a)(2)(A) for this medication:

$$\$0.32266 \text{ (AWP)} \times 60 \text{ (\# of Units)} = \$19.3596 \text{ (rounded up to } \$19.36\text{);}$$

$$\$19.36 \times 1.25 = \$24.20$$

$$\$24.20 + \$4.00 \text{ (dispensing fee)} = \$28.20$$

Following a careful review of the evidence presented, (Healthcare Provider) established by a preponderance of the evidence that it is entitled to additional reimbursement in the amount of \$40.84 for the Hydroxyzine at issue. The evidence, particularly the (Healthcare Provider) dispensing records for the period of March 7, 2008 through November 30, 2010 for this medication, was persuasive in showing that (Healthcare Provider)'s U&C charge for this medication is the same as the amount elicited from the Rule 134.503(a)(2)(A) formula calculation (\$28.20). As the evidence indicated that the amount billed for Hydroxyzine PAM 50MG CAP (60 Units) dispensed on June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008 was its U&C charge, (Healthcare Provider) is found to be entitled to additional reimbursement in the amount of \$40.84.

With regard to the Hydrocodone/APAP 10/325 TAB, (Healthcare Provider) presented a document with Rx30 letterhead indicating that the AWP for this medication on the dates at issue was 0.675. As illustrated in the table on p. 3, above, the amount (Healthcare Provider) charged Carrier for 240 units of the medication was \$206.40 and, for 56 units, it charged Carrier \$51.30.

The following indicates the calculation of MAR pursuant to Rule 134.503(a)(2)(A) for this medication for 240 and 56 units, respectively:

$$\$0.675 \text{ (AWP)} \times 240 \text{ (\# of Units)} = \$162.00; \$162.00 \times 1.25 = \$202.50$$

$$\$202.50 + \$4.00 \text{ (dispensing fee)} = \$206.50$$

$$\$0.675 \text{ (AWP)} \times 56 \text{ (\# of Units)} = \$37.80; \$37.80 \times 1.25 = \$47.25$$

$$\$47.25 + \$4.00 \text{ (dispensing fee)} = \$51.25$$

Though there was some indication that (Healthcare Provider) may have rounded down the overall product of the Rule 134.503(a)(2)(A) MAR calculation in its calculation for 240 units of Hydrocodone/APAP 10/325 TAB, the dispensing records from (Healthcare Provider) for this medication for the period from June 20, 2008 through February 13, 2009 were persuasive in establishing that its U&C charge for 240 units of the drug was \$206.40 during the period at issue. As the evidence was sufficient for (Healthcare Provider) to establish its U&C charge for the Hydrocodone/APAP 10/325 TAB and that such U&C charge was the lesser of the Rule

134.503(a)(2)(A) MAR formula, (Healthcare Provider) is found to be entitled to additional reimbursement in the amount of \$488.88. (Healthcare Provider)'s \$51.30 U&C charge for 56 units of this drug was found to be \$ 0.05 greater than the 134.503(a)(2)(A) MAR calculation. Based on the evidence presented, (Healthcare Provider) is entitled to \$19.42 (the difference between the \$51.25 MAR and Carrier's reimbursement of \$31.83) for 56 units of the Hydrocodone/APAP 10/325 TAB for the January 6, 2009 date of service.

According to a document on Rx30 letterhead, the AWP for Cyclobenzaprine 10MG Tablet on the June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, and January 6, 2009 dispensing dates was 1.0916. The following indicates the formula calculation pursuant to Rule 134.503(a)(2)(A) for this medication for 90 and 21 units, respectively:

$$\begin{aligned} \$1.0916 \text{ (AWP)} \times 90 \text{ (\# of Units)} &= \$98.244 \text{ (rounded down to } \$98.24\text{);} \\ \$98.24 \times 1.25 &= \$122.80 \end{aligned}$$

$$\$122.80 + \$4.00 \text{ (dispensing fee)} = \$126.80$$

$$\begin{aligned} \$1.0916 \text{ (AWP)} \times 21 \text{ (\# of Units)} &= \$22.9236 \text{ (rounded down to } \$22.92\text{);} \\ \$22.92 \times 1.25 &= \$28.65 \end{aligned}$$

$$\$28.65 + \$4.00 \text{ (dispensing fee)} = \$32.65$$

Following a careful review of the evidence presented, (Healthcare Provider) established by a preponderance of the evidence that it is entitled to additional reimbursement in the amount of \$198.56 for the 90 units of Cyclobenzaprine 10MG Tablet. The evidence, particularly the (Healthcare Provider) dispensing records for the period of June 25, 2008 through October 15, 2008 for this medication, was persuasive in showing that (Healthcare Provider)'s U&C charge for this medication is the same as the amount derived from the Rule 134.503(a)(2)(A) formula calculation (\$126.80). As the evidence indicated that the amount billed for Cyclobenzaprine 10MG Tablet (90 Units) dispensed on June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008 was its U&C charge, (Healthcare Provider) is found to be entitled to additional reimbursement in the amount of \$198.56. The evidence presented, including a review of the dispensing records, did not establish (Healthcare Provider)'s U&C charge for the Cyclobenzaprine 10 MG TAB (21 units) dispensed on January 6, 2009, which was outside the date range contained in those records. As the evidence presented was insufficient to show the U&C charge for this drug on the January 6, 2009 dispensing date, and as the amount charged by (Healthcare Provider) – \$32.70 – exceeded the Rule 134.503(a)(2)(A) formula calculation, (Healthcare Provider) is not entitled to \$12.01 in additional reimbursement sought under that date of service.

The evidence presented in the hearing was insufficient to establish the AWP and U&C for the remaining medication at issue – Morphine Sulfate 15MG TAB SA (14 units). Consequently,

(Healthcare Provider) is not entitled to additional reimbursement in the amount of \$5.64 for that medication.

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 to the following facts at the May 23, 2011 hearing:
  - 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 an employee of (Employer).
  - C. Claimant sustained a compensable injury on (Date of Injury).
  - D. The Medical Fee Dispute Resolution Officer determined that the provider is not entitled to reimbursement in the amount described by the hearing officer in the issues.
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 version of Rule 134.503 in effect from March 14, 2004 through October 22, 2011 applies in this case.
4. On June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008, (Healthcare Provider) dispensed 60 units of Hydroxyzine PAM 50MG CAP to Claimant for his compensable injury of (Date of Injury); (Healthcare Provider) billed Carrier a total of \$112.80 (\$28.20 x 4) for this medication.
5. On June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, January 14, 2009, and February 12, 2009, (Healthcare Provider) dispensed 240 units of Hydrocodone/APAP 10/325 TAB to Claimant for his compensable injury of (Date of Injury); (Healthcare Provider) billed Carrier a total of \$1,238.40 (\$206.40 x 6) for this medication.
6. On January 6, 2009, (Healthcare Provider) dispensed 56 units of Hydrocodone/APAP 10/325 TAB to Claimant for his compensable injury of (Date of Injury); (Healthcare Provider) billed Carrier a total of \$51.30 for this medication.
7. On June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008, (Healthcare Provider) dispensed 90 units of Cyclobenzaprine 10MG Tablet to Claimant for his

compensable injury of (Date of Injury); (Healthcare Provider) billed Carrier a total of \$507.20 (\$126.80 x 4) for this medication.

8. On January 6, 2009, (Healthcare Provider) dispensed 21 units of Cyclobenzaprine 10MG Tablet to Claimant for his compensable injury of (Date of Injury); (Healthcare Provider) billed Carrier a total of \$32.70 for this medication.
9. On January 14, 2009, (Healthcare Provider) dispensed 14 units of Morphine Sulfate 15MG TAB SA to Claimant for his compensable injury of (Date of Injury); (Healthcare Provider) billed Carrier a total of \$18.50 for this medication.
10. The prescription medications for which additional reimbursement was sought in this case are generic drugs.
11. There was no negotiated or contracted amount payable pursuant to Rule 134.503(a)(3).
12. (Healthcare Provider) established the AWP of Hydroxyzine PAM 50MG CAP, Hydrocodone/APAP 10/325 TAB, and Cyclobenzaprine 10MG Tablet in this case on the dispensing dates in dispute by providing information from Rx30, a professional billing and pricing hardware and software program. Rx30 obtained this data from a nationally recognized pharmaceutical reimbursement system (First DataBank, Inc.).
13. The evidence was insufficient to show the AWP or (Healthcare Provider)'s U&C charge for 14 units of Morphine Sulfate 15MG TAB SA dispensed to Claimant on January 14, 2009; (Healthcare Provider) is therefore not entitled to additional reimbursement in the amount of \$5.64 (the difference between (Healthcare Provider)'s \$18.50 charge and Carrier's \$12.86 reimbursement) for this medication.
14. For the Hydroxyzine PAM 50MG CAP, the AWP on the dates of service in dispute (June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008) was 0.32266.
15. For the Hydrocodone/APAP 10/325 TAB, the AWP on the dates of service in dispute (June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, January 6, 2009, January 14, 2009, and February 12, 2009) was 0.675 pursuant to the data furnished by Rx30.
16. For the Cyclobenzaprine 10MG Tablet, the AWP on the dates of service in dispute (June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, and January 6, 2009) was 1.0916 pursuant to the data furnished by Rx30.
17. (Healthcare Provider)'s U&C charge for 60 units of Hydroxyzine PAM 50MG CAP on the dates of service at issue (June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008) was \$28.20.

18. (Healthcare Provider)'s U&C charge for 240 units of Hydrocodone/APAP 10/325 TAB on the dates of service in dispute (June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, January 14, 2009, and February 12, 2009) was \$206.40.
19. (Healthcare Provider)'s U&C charge for 56 units of Hydrocodone/APAP 10/325 TAB on January 6, 2009 was \$51.30.
20. (Healthcare Provider)'s U&C charge for 90 units of Cyclobenzaprine 10MG Tablet on June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008 was \$126.80.
21. The evidence presented was insufficient to establish (Healthcare Provider)'s U&C charge for 21 units of Cyclobenzaprine 10MG Tablet for the January 6, 2009 date of service; (Healthcare Provider) is therefore not entitled to additional reimbursement in the amount of \$12.01 (the difference between (Healthcare Provider)'s \$32.70 charge and Carrier's \$20.69 reimbursement) for this medication.
22. For the Hydroxyzine PAM 50MG CAP dispensed on June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008, Carrier reimbursed (Healthcare Provider) a total of \$71.96 (\$17.99 x 4).
23. For the 240 units of Hydrocodone/APAP 10/325 TAB dispensed on June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, January 14, 2009, and February 12, 2009, Carrier reimbursed (Healthcare Provider) a total of \$749.52 (\$124.92 x 6).
24. For the 56 units of Hydrocodone/APAP 10/325 TAB dispensed on January 6, 2009, Carrier reimbursed (Healthcare Provider) a total of \$31.83.
25. For the 90 units of Cyclobenzaprine 10MG Tablet dispensed on June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008, Carrier reimbursed (Healthcare Provider) a total of \$308.64 (\$77.16 x 4).
26. The maximum allowable reimbursement (MAR) for 60 units of Hydroxyzine PAM 50MG CAP on June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008 was \$28.20, which is equal to the amount elicited from the Rule 134.503(a)(2)(A) formula calculation.
27. The MAR for 240 units of Hydrocodone/APAP 10/325 TAB on the dates of service in dispute (June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, January 14, 2009, and February 12, 2009) was \$206.40, which is \$0.10 less than the amount elicited from the Rule 134.503(a)(2)(A) formula calculation.
28. The MAR for 56 units of Hydrocodone/APAP 10/325 TAB on the January 6, 2009 date of service was \$51.25, which is equal to the amount elicited from the Rule 134.503(a)(2)(A) formula calculation.

29. The MAR for 90 units of Cyclobenzaprine 10MG Tablet on June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008 was \$126.80, which is equal to the amount elicited from the Rule 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 additional reimbursement for the compensable injury of (Date of Injury) in the amount of \$40.84 for Hydroxyzine PAM 50MG CAP (60 Units) for dates of service June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008, in the amount of \$508.30 for Hydrocodone/APAP 10/325 TAB (240 Units & 56 Units) for dates of service June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, January 6, 2009, January 14, 2009, and February 12, 2009, and in the amount of \$198.56 for Cyclobenzaprine 10 MG TABLET (90 Units) for dates of service June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008.
4. The preponderance of the evidence is not contrary to the Medical Fee Dispute Resolution Findings and Decision that (Healthcare Provider) is not entitled to additional reimbursement in the amount of \$.05 for Hydrocodone/APAP 10/325 TAB for the January 6, 2009 date of service, in the amount of \$12.01 for Cyclobenzaprine 10 MG TABLET (21 Units) for date of service January 6, 2009, or in the amount of \$5.64 for Morphine Sulfate 15MG TAB SA (14 Units) for date of service January 14, 2009.

### **DECISION**

(Healthcare Provider), Petitioner, is entitled to additional reimbursement for the compensable injury of (Date of Injury) in the amount of \$40.84 for Hydroxyzine PAM 50MG CAP (60 Units) for dates of service June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008, in the amount of \$508.30 for Hydrocodone/APAP 10/325 TAB (240 Units & 56 Units) for dates of service June 25, 2008, July 22, 2008, August 20, 2008, October 15, 2008, January 6, 2009, January 14, 2009, and February 12, 2009, and in the amount of \$198.56 for Cyclobenzaprine 10 MG TABLET (90 Units) for dates of service June 25, 2008, July 22, 2008, August 20, 2008, and October 15, 2008.

(Healthcare Provider) is not entitled to additional reimbursement in the amount of \$.05 for Hydrocodone/APAP 10/325 TAB for the January 6, 2009 date of service, in the amount of \$12.01 for Cyclobenzaprine 10 MG TABLET (21 Units) for date of service January 6, 2009, or

in the amount of \$5.64 for Morphine Sulfate 15MG TAB SA (14 Units) for date of service January 14, 2009.

**ORDER**

Carrier is liable for additional reimbursement in the amount of \$747.70 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 O. WRIGHT, PRESIDENT  
6210 EAST HIGHWAY 290  
AUSTIN, TEXAS 78723**

Signed this 17<sup>th</sup> day of January, 2013.

Jennifer Hopens  
Hearing Officer