

Client Services Procedure Manual

Procedure: 58.00
Subject: Health Care Devices and Supplies

58.0 Definition of “Medical Effectiveness”

WorkplaceNL defines “medical effectiveness” as treatments, services, devices, equipment, or accessories prescribed by licensed health care providers, which:

- i) improve or maintain the worker’s functional abilities; or,
- ii) improve the likelihood of early and safe return to work; or,
- iii) minimize the risk of further injury or aggravation of the original injury; or,
- iv) reduce the severity of symptoms where the work injury has a significant impact on the activities of daily living.

58.1 Health Care Items

58.1.1 - Definition of Health Care Items

For the purpose of this procedure a health care item includes any item necessary for the compensable injury recommended by a health care provider and meets the definition of “medical effectiveness” as defined in section 58.0.

58.1.2 - Medical Effectiveness of Treatment / Devices

All health care items or treatments necessary for the compensable injury require a rationale from the appropriate health care provider in order to be reviewed for coverage.

The decision maker will consider the medical necessity of the prescribed treatment or device. Coverage will be provided where the treatment or device meets the definition of “medical effectiveness” in section 58.0 unless a reasonable, non-prescription alternative exists.

On a case-by-case basis, the decision maker may authorize payment for non-standard or experimental health care upon written submission from the treating health care provider that presents the case for the proposed health care and addresses any safety concerns identified. The submission will be forwarded to an appropriate Health Care Consultant of WorkplaceNL for a medical opinion prior to a decision being made. The Health Care Consultant may request additional information with respect to safety or effectiveness of the treatment or device prior to making a recommendation to the decision maker.

58.1.3 - Provision of Treatment/Devices

WorkplaceNL may enter into agreements with service providers who provide health care treatments or devices. Where such agreements exist, injured workers shall be directed to these suppliers, wherever possible. The prescribing health care provider cannot also be the supplier of the prescribed health care device.

Pre-authorization of health care requests is encouraged to ensure reimbursement by WorkplaceNL. However, where the worker purchases a health care item and submits a claim for reimbursement of same, the decision maker will then determine entitlement to that treatment or device.

58.2 Orthopedic Supports and Supplies

Where it is determined by the decision maker that a worker's compensable injury necessitates the wearing of an orthopedic support such as spinal or leg braces, splints or elastic stockings, WorkplaceNL will cover the costs, provided the support has been recommended by the worker's health care provider.

In all cases, approval of orthopedic supports will be assessed in accordance with the procedures regarding "medical effectiveness" (sections 58.0 and 58.1).

The decision maker will consult with the health care provider and/or the appropriate WorkplaceNL Health Care Consultant if necessary.

In the case of temporary disability, orthopedic supports are provided on a one-time only basis. Items expected to wear out much more frequently however, such as elastic stockings, will be replaced.

In the case of permanent disability, orthopedic supports will be kept in repair or replaced as appropriate (subject to section 58.9 Equipment Maintenance, Repair and Replacement).

58.3 Specialized Beds and Mattresses

In all cases, coverage of specialized beds and mattresses will be assessed in accordance with the procedures regarding "medical effectiveness" (sections 58.0 and 58.1).

Where medically necessary, as the result of a work place injury, hospital beds, specialized mattresses or alternating pressure pads will be covered by WorkplaceNL for the worker's home use.

Mattresses which are labeled, marketed, or promoted as "Orthopedic" or "Chiropractic" endorsed are not considered specialized under this procedure.

WorkplaceNL's appropriate Health Care Consultant may be consulted to determine necessity as required.

58.4 Mobility Devices

In all cases, approval of mobility devices will be assessed in accordance with the procedures regarding "medical effectiveness" (sections 58.0 and 58.1). Mobility devices may be rented or purchased depending upon the length of the disability and taking into consideration a cost comparison of the two options.

The cost of repairs to purchased mobility devices will be authorized periodically during the serviceable life of the device, in accordance with section 58.9 Equipment Maintenance, Repair and Replacement.

When a purchased mobility device is no longer serviceable, as determined by WorkplaceNL, the cost of a replacement will be covered.

Cosmetic maintenance costs will be the responsibility of the injured worker (e.g., upholstery repair or cleaning).

58.4.1 - Crutches, Canes and Walkers

Crutches, canes and walkers are covered by WorkplaceNL where required as the result of a compensable work injury. These are typically indicated when a worker is being compensated for a lower extremity condition that reduces the ability to ambulate without support.

58.4.2 - Wheeled Mobility Devices

Wheeled mobility will be covered for a worker who is disabled as the result of a compensable work injury which is limiting his/her ability to ambulate and where the use of other mobility devices such as crutches, canes or walkers are unsuitable.

The type of wheeled mobility device covered (e.g., wheeled walker powered vs. manual wheelchair; sport versus regular wheelchair, scooter) will be determined by the decision maker taking into consideration the needs of the injured worker, the environment for use and the rationale of the health care provider(s).

WorkplaceNL will cover one wheeled mobility device for an injured worker pursuant to this procedure. A request for an additional wheeled mobility device must be accompanied by documentation from the worker's health care provider outlining the necessity and related benefit to the worker. All such requests will be reviewed by the appropriate WorkplaceNL Health Care Consultant.

58.5 Transcutaneous Electrical Nerve Stimulators (TENS)

A TENS unit may provide symptomatic relief of pain by eliciting a high frequency electrical stimulation to the nerve and disrupting the pain signal.

In all cases, approval of TENS units will be assessed in accordance with the procedures regarding "medical effectiveness" (sections 58.0 and 58.1).

Where a TENS unit is approved for a worker, WorkplaceNL may consider purchasing the TENS unit as this is generally more cost effective than renting.

58.6 Footwear, Orthotics and Footwear Modifications

In all cases, coverage for footwear and/or footwear modifications will be assessed in accordance with sections 58.0 and 58.1 of this procedure.

58.6.1 - Orthotics and Footwear Modifications

Where a worker has suffered a serious foot or ankle injury resulting in functional impact to the lower extremity and, based on medical evidence, requires modifications to his/her existing footwear such as gel inserts, wedges, lifts and metatarsal bars, or custom molded orthotic inserts, the costs will be covered by WorkplaceNL if prescribed by the worker's health care provider.

For other types of injuries (e.g., soft tissue back injury, knee or hip injury or industrial disease) the case will be discussed with WorkplaceNL's Health Care Consultant to determine the necessity for footwear modifications.

In cases where footwear modification has already been covered, a Health Care Consultant will be consulted on subsequent modification requests.

58.6.2 - Orthopedic Footwear

The cost of orthopedic footwear will be covered when there is a permanent functional deformity to a worker's foot or ankle as a result of a compensable work related injury and footwear that is readily available off the shelf, cannot be adequately adapted. For other types of injuries (e.g., soft tissue back injury) the case will be discussed with WorkplaceNL's Health Care Consultant to determine the necessity for orthopedic footwear.

The following guidelines apply when determining the necessity for orthopedic footwear:

1. The health care provider recommends the footwear as necessary for daily living;
2. The requirement for orthopedic footwear is the result of a work related injury;
3. The decision to cover orthopedic footwear, as opposed to modifications to existing footwear as per section 58.6.1, will be determined in consultation with WorkplaceNL's Health Care Consultant;
4. WorkplaceNL will cover the actual cost, to a maximum of \$250, of a worker's orthopedic footwear. An amount in excess of \$250 may be approved in exceptional circumstances, in consultation with WorkplaceNL's Health Care Consultant where it is not otherwise possible to provide an appropriate pair of shoes within the allowable amount;
5. A worker is entitled to a maximum of two pairs of orthopedic footwear annually. In exceptional circumstances additional pairs may be approved after review by WorkplaceNL's Health Care Consultant and in consideration of section 58.9 Equipment Maintenance, Repair and Replacement.

58.7 Eyewear and Eye Care

58.7.1 - New Prescription Eyewear or New Prescription Resulting From Injury

Where the requirement to wear prescription eyewear, or to change eyewear prescription, is the direct result of a compensable injury, WorkplaceNL will cover the initial costs of the eyewear prescribed, as per the following:

1. lenses - actual costs and/or,
2. frames - up to \$125 maximum

Costs for high density lenses will be considered if the prescription is for a correction factor of -3.50 or greater.

Where a worker prefers to purchase contact lenses, WorkplaceNL will provide to the worker an amount up to the equivalent value of his/her required eyeglasses to use towards the purchase of contact lenses.

Where the worker is medically required to wear contact lenses instead of eyeglasses, WorkplaceNL will reimburse the actual costs of the contact lenses. Questions as to the medical necessity of contact lenses versus eyeglasses will be referred to WorkplaceNL's Medical Consultant for review prior to a decision being made.

Where significant light sensitivity results from the compensable injury, WorkplaceNL will pay for the reasonable cost of tinting lenses or provide other appropriate means of protecting the worker's eyes from bright light.

58.7.2 - Replacement of Eyewear Originally Resulting from Injury

Where the worker is seeking replacement costs of eyeglasses awarded under section 58.7.1 due to wear, loss or damage, and not as the result of a change in prescription, WorkplaceNL will reimburse the worker as per the following guidelines, a maximum of once every three years:

1. lenses – actual costs; and/or
2. frames – up to \$125 maximum; or
3. contact lenses – actual costs (where medically required instead of glasses).

The cost of high density lenses will be considered if given prior approval under section 58.7.1.

Where the requirement for replacement eyewear is the direct result of a change in the worker's prescription, reimbursement will be made (as per the cost schedule above) as often as medically required.

The worker may apply the equivalent value of replacement eyeglasses (as calculated under the above schedule) to the cost of contact lenses.

If the loss or damage is the result of a workplace incident (not personal injury) refer to section 58.7.4 of this procedure regarding replacement.

58.7.3 - Eye Care

The cost of ongoing ophthalmology/optometry care required as a result of the initial compensable injury will be the responsibility of WorkplaceNL.

58.7.4 - Prescription Eyewear Damaged in Work Incident

For the purposes of this section, a work 'incident' (near miss; potential accident) is defined as an unanticipated and undesired event, arising out of and in the course of employment, which could have, under slightly different circumstances, resulted in personal injury or loss.

Examples where eyewear repair or replacement will be covered are:

1. damage results from putting on or taking off necessary safety equipment (i.e. goggles, helmets, etc); or
2. damage results from a quick movement to avoid being hit by an object, or other reflexive, protective movement.

Examples where eyewear repair or replacement will not be covered are:

1. damage results from excessive pitting from the use of electrical welding and/or sanding machines;
2. splattered paint on the glasses of a house painter.

The eyewear must have been in proper use by the worker at the time of the incident to qualify for coverage.

Where eyeglasses slipped off the worker's face or contact lenses became dislodged not meeting the definition of 'incident' above (e.g., excessive sweating, improper fit) WorkplaceNL will not be responsible for repair or replacement.

58.7.5 - Repair and Replacement Costs - Eyewear Damaged or Lost in Work Incident

Coverage for repair and replacement will be limited to the part(s) damaged or lost in the work incident.

The actual costs of lenses, frames or contact lenses as well as any additional features (e.g., tinting, thin lenses) of the original eyewear will be covered.

58.8 General Fitness Programs and Equipment

General fitness equipment or programs for personal use by the worker, such as gym memberships, exercise equipment, whirlpools and treadmills are not covered by WorkplaceNL.

WorkplaceNL may provide equipment to assist with a home program as recommended by a licensed health care provider including foam rollers, resistance bands, hand weights, and therapy balls.

58.9 Equipment Maintenance, Repair and Replacement

58.9.1 - Criteria

All requests for coverage of the cost of repair or replacement of equipment approved for a worker, regardless of the length of anticipated disability, will be accepted when the repair or replacement is reasonably expected from normal wear and tear.

58.9.2 - Warranties

In all cases where health care equipment (e.g., wheel chairs, lifts) originally approved by WorkplaceNL is required to be repaired; the worker must make use of available warranty in the first instance. Where no warranty exists, or where the warranty does not fully cover the costs of repair or replacement, the following will apply:

1. Where an approved appliance or other equipment is covered for a worker to help overcome the **temporary effects of an injury**, all costs associated with replacement or repair must have prior authorization of WorkplaceNL.

Where, however, the repair or replacement is fully covered by warranty, authorization of WorkplaceNL is not required and the worker will be directed to the warranty provider.

2. Where an approved appliance or other equipment is covered for a worker to help overcome the **permanent effects of an injury**, the item, including required accessories, will be kept in repair and replaced as required by WorkplaceNL (e.g., replacement of prosthetic liners). Where appropriate, WorkplaceNL may choose to purchase an extended warranty.

58.9.3 - Worker's Orthotic Support Lost or Damaged as a Result of a Work Injury

Where a worker is wearing an orthotic support that is damaged in the course of a work injury, WorkplaceNL will cover the cost to repair or replace the support. WorkplaceNL will not cover any subsequent repair or replacement.

Where the damaged brace was originally covered by WorkplaceNL, subsequent repair or replacement will be as per sections 58.9.1 and 58.9.2.

58.10 Traction

WorkplaceNL covers the cost of traction in a clinical supervised setting, where such treatment meets the definition of "medical effectiveness" in section 58.0 of this procedure.

58.11 Dental Care Expenses

58.11.1 - Worker's Teeth Injured in Work Injury

Where a worker suffers damage to his/her teeth in the course of a work injury, WorkplaceNL will cover the costs of required acute care and necessary subsequent care that is directly related to the original injury.

Where a worker is required to be fitted with a dental appliance as the direct result of a work injury, subsequent treatment, repair or replacement costs are covered, provided that the treatment, repair or replacement was the result of normal use (e.g., crown broken while eating) and not accidental damage unrelated to everyday use of the appliance (e.g., sports injury).

Where question exists regarding coverage of ongoing care costs for dental work previously covered by WorkplaceNL, the file will be referred to a Medical Consultant of WorkplaceNL and, if necessary, to an independent dental consultant for input prior to a decision.

In all cases, WorkplaceNL will only pay for treatment or other work considered necessary and sufficient to address the impact of the compensable injury.

58.11.2 - Damage to Dental Appliance at Work

Damage to a worker's dental appliance incurred at work will be covered by WorkplaceNL when the damage is a direct result of a compensable personal injury.

WorkplaceNL will cover the cost to repair or replace dental appliances on a one-time only basis.

58.12 Clothing Allowance

58.12.1 - General

WorkplaceNL will issue a clothing allowance to a maximum amount of \$300 per year where the worker is required to wear one of the following devices as a direct result of a compensable injury:

1. a major joint brace with a rigid frame or containing rigid materials (e.g., ACL Brace);
2. a hard back brace, with a rigid frame or shell (e.g., Boston Jacket); and/or
3. a prosthetic device.

These devices cause excessive wear and damage to a worker's clothing.

Examples of devices which do not cause excessive damage or wear to clothing include a lumbar sacral corset, a molded body brace and a power belt.

The allowance is payable effective the date that the apparatus is supplied. The damage claimed must be reasonably consistent with the device or appliance worn.

If the clothing allowance is not payable for a full year, the annual amount of the allowance will be prorated (calculated on a monthly basis) and the worker will be reimbursed for the appropriate amount.

Where the device is required to be worn on a permanent basis, WorkplaceNL will issue the clothing allowance on an annual basis to avoid unnecessary reassessment of the worker's entitlement.

58.12.2 - Clothing Damaged in the Course of Work Injury

Where a worker's clothing is damaged during a compensable work injury, WorkplaceNL will reimburse the worker 75% of the demonstrated cost of replacement clothing.

58.13 Television and/or Telephone Rentals

Where a worker is so seriously injured that he/she is expected to remain in a hospital or other inpatient facility for a continuous 7-day period or longer, WorkplaceNL will pay for the cost of providing a television and/or telephone rental for the duration of their stay. Long distance calls will be limited to the equivalent of 5 minutes per 24 hour period, to the worker's home or equivalent.

This will only apply in situations where the worker is not permitted to use their own telephone/television at no charge, or where it is impractical for the worker to bring this equipment from home.

58.14 Safety Equipment

Safety equipment includes coverage for the purchase of equipment and the cost of installation of safety equipment in the worker's home such as grab bars, and lifts.

Coverage for safety equipment may be considered where:

1. The equipment is recommended by the worker's health care provider and a rationale has been provided; and
2. An in-home assessment is conducted by an Occupational Therapist, where appropriate, to ensure the adequacy and appropriateness of the equipment requested.

The supplier of the safety equipment should arrange for, or recommend, a qualified, professional installer wherever possible and the installer must provide a WorkplaceNL Clearance before the decision maker issues a purchase order for the installation. Maintenance or replacement of equipment covered will be in accordance with section 58.9 of this procedure.

58.15 Other Assistive Devices

Other equipment such as personal care devices (e.g. raised toilet seats, reachers, long-handled sponges, lift chairs, bed rails, adjustable beds, etc.), ergonomic equipment, and other assistive devices may assist the worker in activities of daily living. Coverage for such items may be considered where the device is required in relation to the compensable injury to assist in activities of daily living as documented by the treating health care provider. Provision of any assistive devices covered will be in accordance to Section 58.1.3 of this procedure. Assistive devices recommended outside of this may require additional rationale specifically related to this equipment.

58.16 Exceptional Circumstances

In cases where the individual circumstances of a case are such that the provisions of this procedure cannot be applied or to do so would result in an unfair or unintended result, WorkplaceNL will decide the case based on its individual merits and justice. Such a decision will be considered for that specific case only and will not be precedent setting.

Reference: *Workplace Health, Safety and Compensation Act, Sections 2(1), 84-88*
Policy HC-13 Health Care Entitlement

Amendment History

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