

Injury management programme

Guild Early Learning 2017



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1. Injury Management Programme

The Workplace Injury Management and Workers Compensation Act, Chapter 3 clause 43 (1), states:

“An insurer must establish and maintain an injury management programme and must revise its injury management programme from time to time or when the Authority directs. An insurer must lodge a copy of its injury management programme, and any revised injury management programme, with the Authority”.

The work health and safety (WHS) of all employees and other persons at the workplace is paramount and, where practicable, resources will be made available to ensure a safe and healthy workplace.

Object

Workplace injury management is about returning injured workers to meaningful employment in a timely, safe and durable manner following a workplace injury, it being understood that rehabilitation in the workplace is more effective than at home or in a medical institution.

This programme should be read in conjunction with individual Injury Management Plans.

Statement

The Injury Management Programme and Injury Management Plan proforma are to be circulated to all Guild Early Learning policy holders to ensure that an injured worker:

- > Returns to work as soon as practicable and that a return to work is a normal expectation;
- > Is provided with alternate duties (wherever possible) as part of the return to work process, such duties should be specified in a Return to Work Plan;
- > Can be assured that participation in the Injury Management Programme will not, of itself, endanger job security;
- > Has a forum where consultation with relevant stakeholders can ensue (where necessary) for the effective operation of the programme.

Injury Management Obligations

The obligation for workplace injury management is shared by the Employer, the Worker and the Insurer.

The Employer must:

- a. Notify the Insurer within 48 hours after becoming aware that a worker has received a workplace injury;
- b. Participate and co-operate in the establishment of an Injury Management Plan required to be established for an injured worker who receives a significant injury;
- c. Comply with obligations imposed on the employer by or under an Injury Management Plan for an injured worker;
- d. Provide suitable duties for an injured worker in accordance with Section 49 of the Workplace Injury Management and Workers Compensation Act 1998, at the request of the worker and encourage an early return to work;
- e. Not terminate an injured worker as a result of a workplace injury for a minimum of six months post injury;

- f. Provide a Return to Work Plan for any worker who sustains a significant injury (i.e. the worker is unfit or likely to be unfit to return to his/her normal duties within seven days) unless a rehabilitation provider has been appointed to provide this service. Where a rehabilitation provider has been appointed the employer is still responsible for ensuring that the Return to Work Plan is formulated in consultation with the worker, nominated treating doctor and other relevant parties and is consistent with the Injury Management Plan provided by Guild Insurance for the worker. For those employers who are not required to have a Return to Work Co-ordinator, Guild Insurance may make a referral to an accredited Rehabilitation Provider to assist with the return to work process and to perform an initial return to work assessment. (A proforma Return to Work Plan document is provided at the end of this document for your use, if desired. A Return to Work Plan is also available on the SIRA website sira.nsw.gov.au)
- ii. In the circumstances where that doctor does not or does not seem to wish to participate in any meaningful Injury Management Plan or return to work programme. Please note that the Insurer may also request you change nominated doctor in these circumstances;
- iii. Where the worker wishes to change nominated doctor otherwise, the worker must first contact Guild Insurance Limited giving reasons for such change in writing and, in turn being given written authority from Guild Insurance Limited to proceed with such change.

The Insurer must:

The Worker must:

- a. Establish and maintain an injury management programme which is to be revised from time to time or when the Authority directs;
 - b. Take appropriate steps to ensure that each employer they insure is made aware of the employer's obligations imposed by workers compensation legislation and be made and be kept aware of the injury management programme;
 - c. Within three working days after being notified of a significant injury to a worker, initiate action and must make contact with the worker, the employer and where appropriate and practicable, the worker's treating doctor;
 - d. Establish an Injury Management Plan for the injured worker in consultation with the worker concerned, the worker's nominated treating doctor and the employer (to the maximum extent that their co-operation and participation allow) for any workplace injury which appears to be a significant injury;
 - e. Provide the employer, the employee and the nominated treating doctor information with respect to the Injury Management Plan.
- This information is to include that the worker, employer, nominated treating doctor and insurer must comply with the obligations imposed under such plan.
- a. Notify the employer that the worker has received a workplace injury as soon as possible after the injury happens;
 - b. Participate and co-operate in the establishment of an Injury Management Plan required to be established for the worker;
 - c. Comply with obligations imposed on the worker by or under any Injury Management Plan for the worker;
 - d. When requested by the Insurer, nominate as the worker's treating doctor for the purpose of an Injury Management Plan for the worker, a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan (a medical practice can be nominated as the treating doctor). Where the worker signs a SIRA Certificate of Capacity that action will be understood to be the worker's nomination of that doctor as the nominated treating doctor;
 - e. Authorise the worker's nominated treating doctor to provide relevant information to the Insurer or the Employer for the purposes of an Injury Management Plan for the worker;
 - f. Make all reasonable efforts to return to work with his/her pre injury employer as soon as possible, having regard to the nature of the injury;
 - g. Not change nominated treating doctor except as noted below, (this information is also given on individual Injury Management Plans):
 - i. In the circumstances where the doctor retires, passes on or moves from the district (and that doctor was not a member of a medical practice);

2. Making a claim

Provisional payment

For significant injuries we will commence payment of provisional weekly benefits, or confirm that the employer will continue to pay the worker in accordance with the worker's normal pay schedule, (unless a reasonable excuse exists as defined by State Insurance Regulatory Authority (SIRA) "Guidelines for claiming compensation benefits") within 7 days of the initial notification of the injury, up to a maximum period of 12 weeks from initial date of incapacity. In addition we will pay for medical costs as approved by the insurer including treatment up to \$7,500.

We will notify the injured worker in writing within seven days of the initial notification regarding:

- a. The specific period approved for provisional liability, and that provisional liability may be extended to a maximum period of 12 weeks and the payment of medical costs to \$7,500;
- b. The rate of weekly compensation to be paid, and the reason it differs from the worker's pay rate (if applicable);
- c. If a Reasonable Excuse exists and the grounds for this and subsequent action required to remedy this. These can include:
 - i. There is insufficient medical information
 - ii. The injured person is unlikely to be a 'worker'
 - iii. The insurer is unable to contact the worker
 - iv. The worker refuses to release information
 - v. The injury is not work related
 - vi. The injury is notified after two months
 - vii. There is no requirement for weekly payments
- d. That an Injury Management Plan will be developed.

To claim workers compensation beyond the provisional payment provisions, the injured worker must complete a Workers Compensation claim form and serve same on his/her employer. If the injured worker is unable to complete the form, a friend or relative may assist. The injured worker must sign the completed form, if possible.

All letters to workers advising of provisional payments or reasonable excuse will include a WorkCover brochure titled Information for injured workers, for their assistance.

A SIRA certificate of capacity must be provided for all claims where compensation for time off work is being claimed, and if one has not been provided the injured worker should be asked to obtain one forthwith.

The employer has seven days maximum from the receipt of the Workers Compensation claim form, to check and forward this form and any certificates of capacity to the insurer.

Determination of liability must be made within 21 days of receipt by the insurer of the employee's compensation claim form and accompanying certificate of capacity unless one of the following situations apply:

- > Expiry date beyond the due date, i.e. the expiry date of the expected provisional period for weekly payments is greater than the claim determination due date. If a determination is still required, the insurer must determine the claim prior to the conclusion of the approved period of provisional liability;

- > Returned to work, i.e. the worker has returned to work on pre-injury duties and received payments for the amounts claimed, and is not expected to be entitled to receive any further compensation benefits resulting from the injury;
- > Medical expenses only, i.e. the claim is for medical benefits only and liability has been provisionally accepted for the claimed expenses. Reference section 280 of the 1998 Act;
- > Deficient claim, i.e. within seven days after the insurer received the claim, the insurer has notified the worker in writing that the claim contains an error that is material, i.e. not obvious or typographical and how to correct that deficiency;

This could include:

- i. Worker has failed or refuses to sign the declaration form
- ii. No medical certificate received (where weekly compensation payments are claimed.)

The worker may correct the error at any time. When the error is corrected, the claim is then duly made and the insurer must determine it within 21 days of the correction being notified to them.

Injury management process

An initial Injury Management Plan will be completed by either the Injury Management Specialist or Case Manager at Guild Insurance Limited for significant injury claims as early as possible, in consultation with the nominated treating doctor, employer and worker, within 20 working days of having had the claim reported (unless special circumstances apply) and a copy of this plan will be sent to the worker, employer and nominated treating doctor together with the SIRA brochure titled Your recovery and return to work after a workplace injury. Included in the plan will be advice from the nominated treating doctor of the anticipated length of time the worker will be totally incapacitated, whether a graduated return to work programme will be necessary, the availability and nature of alternate and/or selected duties with the employer, the necessity for any additional treatment (e.g. physiotherapy, specialist referral), the employer’s internal rehabilitation process, the need to look to the appointment of an external rehabilitation provider and any other factors which may be relevant to a particular claim. The Injury Management Plan must have a specific goal (e.g. worker to return to work as...) and Injury Management Plans must also be reviewed and updated regularly, at least monthly, or if there are any changes in the status of the claim. Where the Injury Management Plan is reviewed and there is no change we will notify the worker that it remains unchanged until the next review date (which is to be specified). The injured worker’s recovery will be monitored to ensure that a return to work is effected at the earliest possible time, consistent with that worker’s level of functioning.

Where an injured worker is unable to return to work to his/her pre injury employment but is able to undertake suitable duties then redeployment may be available through either options with:

- > The same employer but different duties, where available
- > Different employer different duties
- > The job cover placement programme
- > Work trials or other retraining initiatives
- > Modifications to workplace or workplace equipment

Claims review

In accordance with the most current edition of the Claims Estimation Manual, claims reserves will be reviewed 12 weeks from date of injury, 26 weeks from date of injury, 52 weeks from date of injury, and every six months thereafter for the duration of the claim and at any time there is a substantial change in the status of the claim such as a request for surgery, legal activity etc. A comprehensive file review will also be completed at these intervals along with an internal 30 day file review process.

Medical examinations

A worker who has given notice of an injury must, if so required, submit for examination by a medical practitioner. If the medical examination is organised as an Independent Medical Examination then a copy of the SIRA brochure Independent Medical Examinations will be sent with the advice to the worker of the appointment. The employer (insurer) to pay all reasonable costs associated therewith.

Independent medical assessments should be sought when:

1. The validity of the claim is in doubt;
2. It is felt that alternate duties may not have been fully considered by the nominated treating doctor and/or the injured worker (this would usually be a referral to an Injury Management Consultant);
3. When insufficient or inadequate information on file and verification is needed for liability, treatment and ongoing injury management
4. To monitor the ongoing medical status of the injured worker.

If the injured worker refuses without adequate reason to attend a medical examination then the worker’s rights to weekly payments may be suspended until the examination has taken place after appropriate warning is provided.

2. Making a claim continued

If the examination is organised as an Injury Management Consultant examination that examination will normally be to assist in the promotion of successful injury management for workers who may be experiencing difficulty in returning to work. The Injury Management Consultant is required to assess the worker's fitness for work, to discuss return to work with the Nominated Treating Doctor, the Employer and other parties involved in the return to work process in order to facilitate agreement regarding the Return to Work Plan for the injured worker. A report would also follow. The assessment can take place via a review of the claim file, followed by a discussion with the Nominated Treating Doctor (referred to as a Stage 2 Assessment), or, the assessment can be a physical examination of the worker, also followed by discussion with the NTD (referred to as a Stage 3 Assessment). Again, a report would also follow.

If the examination organised is for the purpose of an Independent Physiotherapy review arranged with an Independent Physiotherapy Consultant the primary purposes of that review will be to:

- > Determine whether further physiotherapy is reasonably necessary;
- > Work with the treating physiotherapist to reach agreement on future treatment content and duration that will achieve the best outcome for the worker;
- > Advise the treating physiotherapist, the insurer and the worker on the ongoing need for further treatment;
- > Recommend the cessation of treatment that is not reasonably necessary, or to provide recommendations for more appropriate treatment;
- > Assist physiotherapists, insurers and employers to better understand when and how much physiotherapy is reasonably necessary.

Just like IMC reviews (see above), in many cases it will not be necessary for an injured worker to attend personally as those reviews may be completed by a review of the papers forwarded to Independent Physiotherapy Consultant and the consultant in turn contacting the treating physiotherapist and a discussion of the treatment (Stage 2). This type of assessment can also be completed for treatment such as Chiropractic, Remedial Massage and Psychological Counselling. Alternatively, a Stage 3 assessment could be conducted

3. Disputes

If the insurer disputes liability in respect of a claim or any aspect thereof, the insurer must first carry out an internal review of the claim or such aspect(s) of the claim they wish to dispute before giving any such notice. This review process must include a review of the proposed action by an appropriate member of the team not responsible for the handling of that claim and further, this review should be noted by a case note following the review.

The injured worker must then be notified in writing. Such notification must include:

- i. A statement of the reason(s) liability is disputed and of relevant issues pertaining to that decision, a copy of all documentation considered in arriving at that decision;
- ii. That the worker may request a review of the decision to dispute liability with Guild Insurance;
- iii. Information on how to request a review from a person more senior than the original decision maker or if this process has already been completed, how to refer the dispute to the Workers Compensation Commission, or advice that Guild Insurance has, or proposes to, refer the dispute to the Commission. If Guild Insurance refers or proposes to refer the matter to the Commission they must specify the date (or proposed date) of the referral;
- iv. Advice that only matters notified in the notice, or in a notice after further review, or in correspondence prior to such referral concerning an offer of settlement or in a request for further review may be referred to the Commission;
- v. Any additional information which may be deemed relevant to the disputed claim;
- vi. Advice to the effect that they can also seek advice or assistance from the SIRA Customer Service Centre or the worker's union.

Should one of our insured employers or injured workers wish to dispute any action taken by Guild staff in relation to a claim they should first put the problem in writing and the dispute will then be reviewed by a person more senior than the original decision maker responsible for the decision leading to the dispute and a written response will be forthcoming within ten working days. They may also refer the dispute directly to the Customer Care Team at SIRA whose contact details appear below.

4. Dispute Resolution

Disputes in regard to Injury Management Plans shall be resolved with the employee (and where applicable the union representative) in order to maintain the spirit of the Injury Management Programme. Should, however a dispute not be resolved in this manner then contact may be made with an Injury Management Consultant, to facilitate resolution of issues arising in regard to an Injured Worker's fitness for work and suitability of duties offered.

Should the situation still be unresolved, referral to the SIRA Customer Service Centre or the Workers Compensation Commission should be made and direction can be provided to the worker on how to proceed with this if required.

For further advice you may also refer to the SIRA Guidelines for Claiming Compensation Benefits – available from the SIRA website sira.nsw.gov.au

The contact details for:

SIRA Customer Service Centre

92-100 Donnison Street, Gosford, NSW 2250
ph: 13 1050
sira.nsw.gov.au

The Workers Compensation Commission

Level 20, 1 Oxford Street, Sydney, NSW 2000
ph: 1300 368 040
wcc.nsw.gov.au

Workers Compensation Independent Review Office (WIRO)

1 Oxford Street, Sydney, NSW 2000
ph: 13 9476
wiro.nsw.gov.au

Penalties

- i. Failure of the worker to comply with the requirements of Chapter 3 of the 1998 Act after being requested to do so by the insurer may result in the worker having no entitlement to weekly payments of compensation with the power to suspend, terminate and cease weekly benefits provided to the insurer pursuant to Section 48A of the 1998 Act. Any suspensions, terminations or cessation of benefits will be advised in writing by the insurer. Any subsequent resumption of weekly benefits does not entitle the worker to payment for the period the worker had no entitlement to weekly payments.
- ii. Failure of a nominated treating doctor to participate in the development of and in the arrangements under an Injury Management Plan may result in the nomination of another medical practitioner who will participate in the development of the Plan.
- iii. Failure by an injured worker to contact Guild Insurance and obtain a written authority for a change of nominated treating doctor may result in those medical costs not being paid by Guild Insurance and the new doctor not being recognised by Guild Insurance as the nominated treating doctor.
- iv. Failure by an employer to comply with a requirement under Injury Management may result in a premium surcharge.

Privacy Principles

Section 243 of the 1998 Act, the Commonwealth privacy law, the National Privacy Principles and the NSW Health Records and Information Privacy Act 2002 apply to the information collected and used for the purposes of handling the worker's claim. In relation to workers compensation claims, medical advice will be kept confidential and information released to other parties on a "need to know" basis e.g. medical information would only be released to an employer if it was relevant to an injured worker's return to work.

Self-audit process

The person(s) responsible within Guild Insurance for Injury Management Plans shall keep a copy of every current Injury Management Plan digitally.

A review of the Injury Management Plans form part of the quality assurance audit framework.

5. Definitions

Injured Worker means a worker who has received a workplace injury.

Injury Management means the process that comprises the activities and procedures that are undertaken or established for the purpose of achieving a timely, safe and durable return to work by the worker.

Injury Management Programme means a co-ordinated and managed programme that integrates all aspects of injury management (including treatment, rehabilitation, retraining, claims management and employee management practices) for the purpose of achieving optimum results in terms of a timely, safe and durable return to work for injured workers.

Injury Management Plan means the plan for a co-ordinated and managed programme that integrates all aspects of injury management that concern the treatment, rehabilitation and retraining of an injured worker, for the purpose of achieving a timely, safe and durable return to work by the worker. An Injury Management Plan may also provide for the payment of cost of any treatment for the workplace injury to a nominated treating doctor prepared to participate in the arrangements under the plan and, subject to circumstances, the cost of other specified treatment to the worker for the workplace injury. Each Injury Management Plan is developed for an individual worker.

Provisional Payments allow an insurer to make weekly benefits payments and pay for treatment without admitting liability or having to wait necessarily on the receipt of a claim form or other relevant documentation.

Insurer means a licensed insurer or self-insurer.

Nominated Treating Doctor means the treating doctor nominated from time to time by the worker for the purpose of an Injury Management Plan for the worker.

Significant Injury means a workplace injury that is likely to result in the worker being incapacitated for a continuous period of more than seven days whether or not any of those days are work days and whether or not the incapacity is total or partial or a combination of both.

Workplace Injury means an injury to a worker in respect of which compensation is or may be payable under the Act.

6. Finalisation Policy and Procedure

If the worker has sustained a period of incapacity as a result of a workplace injury, once the worker has been issued with a pre injury duties certificate of capacity with no restriction and no need for ongoing treatment, in most cases the claim will be monitored for four weeks to ensure that the worker has been able to sustain a safe and durable return to work. If at the end of this period, the worker has been able to maintain their pre-injury duties and all invoices and or wage reimbursements have been paid, the claim will be finalised.

If the claim was for medical expenses only it may be closed prior to this time through consultation with the employer, worker and treating professionals ensuring that all claims related expenses have been paid and there are no further expenses reasonably expected.

We may also finalise a claim if the nominated treating doctor has issued a maximum medical improvement certificate of capacity and has indicated that there is no ongoing treatment required, and that all treatment and associated costs have been paid.

If a claim has been declined, and a Section 74 Dispute Notice has been issued, the claim will remain open for three months post the date of declinature to allow the worker to make a decision as to whether they wish to ask for a review or challenge the decision via the Workers Compensation Commission (WCC). If an Application to Resolve a Dispute is received via the WCC, these timeframes are not observed and a decision to finalise the file will not be made until the matter has been determined accordingly.

Prior to finalising any claim we will send our standard letter to the worker advising of the pending finalisation of the claim and wait 14 days for any response before proceeding with the finalisation.

7. Return to Work plan



Name

Return to work plan prepared by Date

Worker details

Claim number Date of injury

Given names Surname

Address

Suburb State Postcode

Telephone Date of birth

Language spoken Occupation

Interpreter required: Yes No

Nature of injury

Medical restrictions

Return to work plan supervisor

Suitable employment offer attached? Yes No

Work location Expected date of return to work Hours of work

Date return to work plan to be reviewed

Treating practitioner details

Practitioner's name

Address

Suburb State Postcode

Telephone Facsimile

8. Occupational rehabilitation service details

(if appropriate)



Details of proposed services should be attached to this plan where occupational rehabilitation services are to be provided.

Occupational rehabilitation provider details (if appropriate)

Provider name (consultant)

Provider company name

Provider number

Other assistance or medical service details

Actions taken to reduce risk of further injury

Worker agreement

Name

Signature

date

Return to work co-ordinator agreement

Name

Signature

date

9. Suitable employment offer

(To be attached to return to work plan)



Nominate specific duties/tasks to be undertaken by worker or employer under the Return to work plan.

Worker

Employer

Employer agreement

Name

Signature

date

Worker agreement

Name

Signature

date

10. Injury management plan

No.

Date

Guild Insurance Ltd. P.O. Box 5357 Sydney NSW 2001,
Phone (02) 7200 2890, Fax (02) 7200 2891

This Injury Management Plan is developed for the following person

Name Claim number

Employer Injury date

Injury diagnosis

Plan date from: to

Nominated treating doctor Contact made: Yes No Work capacity discussed: Yes No

Vocational goal – Injured worker is to return to work as

Goal of plan:

- Full time
- Part time
- Normal duties
- Modified duties
- Different duties
- No capacity to RTW

Work capacity at time of plan:

- Full time
- Part time
- Normal duties
- Modified duties
- Different duties
- No capacity to RTW

Rehab provider appointed: Yes No

Workplace review necessary: Yes No

Workplace review date

Management Plan & treatment providers (physio, chiro, gym, ortho etc.)

Action/treatment/name of provider	Outcome	Start date	End date

Task recommendations / work restrictions

Duties available

Special requirements (see details on RTW plan including Section 53 requirements)

Details:

	All party contact numbers	Agreement with the Injury Management Plan (sign)
Injured worker		
Employer/supervisor		
Rehab co-ordinator		
Treating doctor		
Rehab provider		
Other representative		

Plan review date

Please note that the worker may have no entitlement to weekly compensation if he or she fails unreasonably to comply with Workplace Injury Management after being requested to do so by Guild Insurance Limited.

11. Special requirements applying to this plan

The employer

1. Must participate and co-operate in the establishment of this Injury Management Plan.
2. Must comply with obligations imposed by or under this Injury Management Plan.
3. Must at the request of his/her employee provide suitable employment once the employee is able to return to work (whether on a full-time or part time basis and whether or not to his/her previous employment).
4. That employment is both suitable employment and in so far as is reasonably practicable, the same as, or equivalent to, the employment in which the worker was at the time of injury.
5. Items 3 and 4 above do not apply if it is not reasonably practicable to provide such employment or, the worker voluntarily left the employment of that employer after the injury happened or, the employer terminated the worker's employment after the injury happened, other than for reason that the worker was not fit for employment as a result of the injury.

The injured worker

1. Must participate and co-operate in the establishment of this Injury Management Plan.
2. Must comply with obligations imposed by or under this Injury Management Plan.
3. Must nominate as his/her treating doctor for the purposes of an Injury Management Plan a medical practitioner who is prepared to participate in the development of, and in the arrangement under, the plan.
4. A medical practice can be nominated as treating doctor. Such nomination operates for members of that practice who treat the worker from time to time.
5. Must authorise his/her nominated treating doctor to provide relevant information to Guild Insurance Ltd or his/her employer for the purpose of this Injury Management Plan.
6. Must make all reasonable efforts to return to work as soon as possible, having regard to the injury.
7. May elect to nominate his/her own rehabilitation provider.

Change of nominated treating doctor

This plan allows for a change of nominated doctor in the following circumstances only.

1. In the circumstances where the doctor retires, passes on, moves from the district (and that doctor was not a member of a medical practice in 4. above).
2. In the circumstances where that doctor does not or does not seem to wish to participate in any meaningful Injury Management Plan or return to work programme.
3. Where the worker wishes to change nominated doctor otherwise, the worker must first contact Guild Insurance Limited giving reasons for such change in writing and in turn being given written authority from Guild Insurance.



Guild Insurance Limited

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Facsimile **(02) 7200 2891**

Free call **1800 810 213**

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