

MDR Tracking Number: M5-02-2495-01

Under the provisions of Section 413.031 of the Texas Workers' Compensation Act, Title 5, Subtitle A of the Texas Labor Code, effective January 1, 2002 and Commission Rule 133.305 and 133.308 titled Medical Dispute Resolution by Independent Review Organizations, the Medical Review Division (Division) assigned an IRO to conduct a review of the disputed medical necessity issues between the requestor and the respondent.

The Division has reviewed the enclosed IRO decision and determined that **the requestor did not prevail** on the issues of medical necessity. The IRO agrees with the previous determination that the **work hardening program** rendered was not medically necessary.

Based on review of the disputed issues within the request, the Division has determined that work hardening fees were the only fees involved in the medical dispute to be resolved. As the treatment, work hardening was not found to be medically necessary, reimbursement for dates of service from 3/21/01 through 4/12/01 is denied and the Division declines to issue an Order in this dispute.

This Decision is hereby issued this 6th day of September 2002.

Carol R. Lawrence
Medical Dispute Resolution Officer
Medical Review Division

CRL/crl

August 29, 2002

Texas Workers' Compensation Commission
Medical Dispute Resolution
4000 South IH-35, MS 48
Austin, TX 78704-7491

Re: Medical Dispute Resolution
MDR#: M5-02-2495-01
IRO Certificate No.: 5055

Dear:

Following is the letter to the Commission, along with the medical case review.

The following independent review was performed by a matched peer with the treating health care provider. This case was reviewed by a Doctor Board Certified in Physical Medicine and Rehabilitation.

The reviewer AGREES with the determination of the insurance carrier in this case. the reviewer is of the opinion that a work hardening program was not medically necessary.

I am the Secretary and General Counsel of ___ and I certify that the reviewing healthcare professional in this case has certified to our organization that there are no known conflicts of interest that exist between him and any of the treating physicians or other health care providers or any of the physicians or other health care providers who reviewed this case for determination prior to referral to the Independent Review Organization.

Sincerely,

MEDICAL CASE REVIEW

This is ___ for ___. I have reviewed the medical information forwarded to me concerning TWCC Case File #M5-02-2495-01, in the area of Physical Medicine and Rehabilitation. The following documents were presented and reviewed:

A. MEDICAL INFORMATION REVIEWED:

1. TWCC letter.
2. A list of 22 consultants, physicians and therapists who apparently have treated the patient or at least were involved in treatment.
3. List of disputed entities, namely the work hardening program request.
4. Letter from ___, dated 11 July 2002, stating their denial and rationale.
5. Bills and letters from ___.
6. Functional Capacity Evaluation, dated 18 April 2001, by ___.

B. BRIEF CLINICAL HISTORY:

The best history I can give is from the last letter from ___. He states the date of injury occurred on ___, when the patient had a box strike his right foot and this resulted in immediate right foot pain and later low back pain. It turned out that he had suffered a fracture of the great toe and eventually had fusion of the toe on December 22, 1999.

It is noteworthy that on the same foot he has had two toes amputated previously. He has also had left knee surgery prior to this in 1998.

He has had an extensive amount of treatment. I cannot find a diagnosis anywhere in the chart, i.e., as to the cause of his back pain or the reason for the treatment for the fused toe. I do not know if the surgery was unsuccessful or exactly what the problem with his back is.

C. DISPUTED SERVICES:

The disputed service, as best I can tell, is the request for a work hardening program. Apparently, this may have been completed, although I cannot tell whether work hardening or functional capacity evaluation or work conditioning programs are being billed. At any rate, the disputed service is for payment for a work hardening program.

D. DECISION:

I AGREE WITH THE DETERMINATION MADE BY THE INSURANCE CARRIER IN THIS CASE.

E. RATIONALE OR BASIS FOR DECISION:

The first problem with rendering an opinion is that there is no diagnosis which necessitates the extensive amount of treatment this gentleman has had for a broken toe in ____, especially two years later, i.e., the services I believe were requested at some time in the year 2001 which would have been two years after he fractured his great toe.

The statement that the back pain started later does not help; I do not know whether it was one week later or a few years later. At any rate, the back does not seem to be connected to the first problem for which the work hardening is requested.

The third problem with the request is that all exercise programs, whether they be called work conditioning or work hardening, have to have a goal. Apparently, his goal most frequently stated is that he must be able to lift 70 pounds. I do not know why he cannot lift 70 pounds; I do not have any idea why his back now keeps him from lifting 70 pounds since the injury was a crush injury to the toe with the resultant fusion. The most logical treatments for a painful fused toe are not related, though I am sure that with 22 different examiners and therapists, he has had treatment of the toe. Also, there are trigger point injections. However, from the notes, I cannot tell exactly where the trigger points were, whether they were in the foot or the back.

Also, the notes for the work hardening seem to indicate that there was not much benefit from this. The notes, in fact, say not much change from this week to that week.

Thus, my basic rationale for agreeing with the determination made by the insurance carrier is that the request was not goal-directed, and there does not seem to be a plan of why the individual needs continued therapy and what the end-point is. A goal of lifting 70-pound boxes is not specific enough, in my opinion. In fact, in reading the treatment notes, the back was not the primary goal. Pain management of a broken toe seemed to have been the prime objective.

Thus, the possible goal of a 70-pound box-lifter was not addressed very well in the program.

For all these cases, I do not feel that there would be any benefit whatsoever from another course of unfocused exercise, and I must agree with the determination of the insurance carrier. There was nothing to be gained further by a work hardening program after such an extensive amount of treatment as this gentleman has had for a broken toe.

F. DISCLAIMER:

The opinions rendered in this case are the opinions of this evaluator. This medical evaluation has been conducted on the basis of the documentation as provided to me with the assumption that the material is true, complete and correct. If more information becomes available at a later date, then additional service, reports or consideration may be requested. Such information may or may not change the opinions rendered in this evaluation. My opinion is based on the clinical assessment from the documentation provided.

Date: 23 August 2002