
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-788 - June 23, 1995

Trustees: Thomas F. Connors, Michael H. Holland, Marty D. Hudson and
Robert T. Wallace.

The Trustees have reviewed the facts and circumstances of this dispute concerning the provision of health benefits coverage for inpatient group therapy under the terms of the Employer Benefit Plan.

Background Facts

The Employee's spouse was admitted to a psychiatric hospital from January 23 through February 17, 1993 and from February 22 through March 5, 1993 following suicide attempts. During these admissions, the treatment provided was based on a multidisciplinary approach, including group therapy.

The Employer has provided benefits for both hospital stays and for individual psychotherapy treatments throughout the inpatient admissions. The Employer has denied benefits for the group therapy, saying that such treatment is covered only on an outpatient basis.

The Employer was signatory to the 1988 National Bituminous Coal Wage Agreement (Wage Agreement) which terminated February 1, 1993. The Employer signed an Interim Agreement extending the terms and conditions of employment of the 1988 Wage Agreement from February 2, 1993 to the effective date of a successor agreement on December 16, 1994.

Dispute

Is the Employer required to provide benefits for the group therapy received by the Employee's spouse while a psychiatric inpatient?

Positions of the Parties

Position of the Employee: The Employer is required to provide benefits for the group therapy because the treatment was deemed medically necessary by her doctor.

Position of the Employer: The Employer is not required to provide benefits for the group therapy because it is covered only on an outpatient basis.

Pertinent Provisions

The Introduction to Article III of the Employer Benefit Plan states in pertinent part:

Covered services shall be limited to those services which are reasonable and necessary for the diagnosis or treatment of an illness or injury and which are given at the appropriate level of care, or are otherwise provided for in the Plan. The fact that a procedure or level of care is prescribed by a physician does not mean that it is medically reasonable or necessary or that it is covered under this Plan. In determining questions of reasonableness and necessity, due consideration will be given to the customary practices of physicians in the community where the service is provided. . . .

Article III. A. (1) (e) states:

Article III Benefits

A. Health Benefits

(1) Inpatient Hospital Benefits

(e) Mental Illness

Benefits are provided for up to a maximum of 30 days for a Beneficiary who is confined for mental illness in a hospital by a licensed psychiatrist. When medically necessary, hospitalization may be extended for a maximum of 30 additional days for confinements for an acute (short-term) mental illness, per episode of acute illness. (More than 90 days of confinement for mental illness over a two-year period, (dating from the first day of hospital confinement, even if the first day of confinement occurred during a prior Wage Agreement) is deemed for purposes of this Plan to be a chronic (long-term) mental problem for which the Plan will not provide inpatient hospital benefits.

Article III. A. (3) (m) states:

Article III Benefits

A. Health Benefits

(3) Physician's Services and Other Primary Care

(m) Specialist Care

Benefits will be provided for treatment prescribed or administered by a specialist if the treatment is for illness or injury which falls within the specialist's area of medical competence.

Article III. A. (7) (f) states:

Article III Benefits

A. Health Benefits

(7) Other Benefits

(f) Outpatient Mental Health, Alcoholism and Drug Addiction

Benefits are provided for:

Psychotherapy, psychological testing, counseling, group therapy and alcoholism or drug rehabilitation programs where free care sources are not available and when determined to be medically required by a physician.

Benefits are not provided for:

1. Encounter and self-improvement group therapy.
2. Custodial care related to mental retardation and other mental deficiencies.
3. School related behavioral problems.
4. Services by private teachers.
5. Alcoholism and drug rehabilitation if an advance determination has not been made by the rehabilitation team that the Beneficiary is a good candidate for rehabilitation.
6. Alcoholism and drug rehabilitation programs not approved by Medicare.

Discussion

The Employer was signatory to the 1988 Wage Agreement. The Employer signed an Interim Agreement extending the terms and conditions of employment of the 1988 Wage Agreement from February 2, 1993 to the effective date of a successor agreement on December 16, 1993. This dispute arose over an event that took place during the period covered by the Interim Agreement.

The Introduction to Article III limits covered services to those services that are reasonable and necessary for the treatment of an illness or injury and are given at the appropriate level of care. Article III A. (1) (e) provides benefits for hospitalization for mental illness. Article III A. (3) (m) provides that treatment prescribed or administered by a specialist is a covered service if the treatment falls within the specialist's area of medical competence. Article III A. (7) (f) provides benefits for certain outpatient group therapy programs within stated limitations.

The Plan provides for inpatient treatment of mental illness but does not exclude any specific services, nor does the Plan specifically exclude group therapy under its Physician's Services and Other Primary Care provisions. It does, however, limit the Employer's responsibility when such therapy is provided in an outpatient setting. Since the services were rendered by licensed counselors during an approved inpatient stay for mental illness, and there is no specific exclusion or limitation for inpatient group therapy in the Plan, the Employer is required to provide benefits for the inpatient group therapy services rendered to the Employee's spouse.

Opinion of the Trustees

Consistent with the provisions of the Employer Benefit Plan, the Employer is required to provide benefits for the inpatient group therapy services rendered to the Employee's spouse.