
OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 81-273 - November 28, 1983

Board of Trustees: Harrison Combs, Chairman; John J. O'Connell, Trustee; Paul R. Dean, Trustees.

Pursuant to Article IX of the United Mine Workers of America 1950 Benefit Plan and Trust, and under the authority of an exemption granted by the United States Department of Labor, the Trustees have reviewed the facts and circumstances of this dispute concerning coverage of physician services and supplies related to the use of an insulin infusion pump and home blood glucose monitoring device and hereby render their opinion in the matter.

Background Facts

The Employee is an insulin dependent diabetic who has used an insulin infusion pump since 1980 for control of his blood sugar. On June 24, 1982, he was hospitalized by his physician for the treatment and regulation of his Diabetes Mellitus. As part of this process, his insulin infusion pump was changed to a new model (CPI Lilly) and he began using a home blood glucose monitoring device (Glucoscan). During this admission, he received instruction in their proper use from his attending physician. The Employer has denied payment for the portion of the physician's charges related to the Employee's instruction in the use of these devices. Charges for supplies used in conjunction with this equipment have been denied by the Employer as well.

Question of Dispute

Is the Employer responsible for payment of charges for physician services provided during the Employee's hospitalization and for the supplies necessary for the use of the Employee's insulin infusion pump and home blood glucose monitoring device?

Position of the Parties

Position of the Employee: The Employee contends that the charges for the physician services as well as the supplies necessary for the use of his insulin infusion pump and home blood glucose monitoring device should be covered by the Employer, since they are a required part of the treatment of his Diabetes Mellitus.

Position of the Employer: The Plan Administrator takes the position that the charges denied are "not covered by the plan" since "the benefit plan refers to physician visits for illness or injury while confined to the hospital but does not indicate that benefits are allowed for training the patient." In addition, the Employer maintains that "the benefit plan states that benefits are not provided for any types of services, supplies or treatments not specifically provided by the plan. The United Mine Workers' Benefit Plan is designed for treatment of injury or illness, and not preventative treatment." No statement has been received from the Employer regarding payment for supplies related to this equipment.

Pertinent Provisions

Article III A. 2(g) provides:

INHOSPITAL PHYSICIAN'S VISITS

If a Beneficiary is confined as an inpatient in a hospital (or with approval of the Trustees in a Non-Participating Hospital) because of an illness or injury, benefits are provided for inhospital visits by the physician in charge of the case. Such benefits will also be provided concurrently with benefits for surgical, obstetrical and radiation therapy services when the Beneficiary has a separate and complicated condition, the treatment of which requires skills not possessed by the physician who is rendering the surgical, obstetrical or radiation therapy services.

Article III A. 2(m) provides:

(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. (11)(a) 24 and 27 provide:

In addition to the specific exclusions otherwise contained in the Plan, Benefits are also not provided for the following:

24. Charges for treatment with new technological medical devices and therapy except with the approval of the Trustees....
27. Any types of services, supplies or treatments not specifically provided.

Discussion

Based on the information provided, it is clear that services provided to the Employee by a physician can be covered under Article III A. 2 (g) and (m). The attending physician's services provided to the Employee during his hospitalization from June 24, 1982 through June 29, 1982 included the training of the Employee in the use of new technological medical devices.

The exclusions stated in Article III A. (11)(a) 24 and 27 are therefore governing in this case. The equipment and supplies at issue in this dispute were considered new technological medical devices and the physician's services provided in conjunction with their use were considered new therapy in June 1982, the time the disputed services were rendered. Because of the experimental status of the equipment and treatment involved in this dispute, the portion of the physician's services related to the use of the insulin infusion pump and the home blood glucose monitoring device, as well as supplies necessary for their use, are not covered benefits under the Plan.

The Trustees note, however, that new technological medical devices and therapy are constantly evaluated and scrutinized by the medical community. Because of this ongoing process and the dynamic nature of the practice of medicine, the status of a medical device and/or therapy is subject to change. Therefore, the use of this equipment and/or therapy, although determined to be experimental in this case, may be considered nonexperimental at some point in the future and would at that time become a covered benefit.

Opinion of the Trustees

The Trustees are of the opinion that the Employer is not responsible for payment of charges for the physician's services and supplies relative to the Employee's use of an insulin infusion pump or home blood glucose monitoring device.