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## OPINION OF TRUSTEES

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### In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 81-299 and 81-322 (Consolidated)- March 5, 1984

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

Pursuant to Article IX of the Unites Mine Workers of America ("UMWA") 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 anesthesia services provided to the Employee's spouse under the terms of the Employer's Benefit Plan and hereby render their opinion on the matter.

### Background Facts

The Employee's spouse underwent surgery on February 10, 1983. The anesthesia relative to this surgical procedure was administered by a nurse anesthetist, an employee at the hospital, under the supervision of a private anesthesiologist. The anesthesiologist is not a hospital employee. The Employer's insurance carrier has covered the hospital anesthesia charge but has denied, as excessive, \$276.90 of the total \$546.00 billed by the anesthesiologist for the supervision of the nurse anesthetist's administration of anesthesia to the Employee's spouse.

### Dispute

Is the Employer responsible for payment of charges for anesthesia services provided to the Employee's spouse?

### Positions of the Parties

Position of the Employee: The Employee maintains that the charges for the necessary anesthesia services provided to his spouse should be covered since it is his understanding that "... UMWA health coverage is full after co-payments are met."

Position of the Employer: The Employer contends that the carrier's "... payment of \$269.10 actually exceeds the requirements of Section III X (3) d of the benefit plan..." The Employer states that "since the anesthesia was administered by the nurse anesthetist who was an employee

of the hospital, it is our position that no payment for ... anesthesia services was required by the Benefit Plan." The Employer further maintains that "... Anesthesia must be both administered and billed by a physician." Regarding the excessive fee issue, the Employer notes "that the Plan Administrator is the sole determiner of what constitutes a reasonable and customary charge...."

Pertinent Provisions

Article III. A. (1) sets forth coverage for services provided by a hospital.

Article III. A.(1)(a) lists the following specific services:

- operating, recovery, and other treatment rooms
- laboratory tests and X-rays
- diagnostic or therapy items and services
- drugs and medications (including take home drugs which are limited to a 30-day supply)
- radiation therapy
- chemotherapy
- physical therapy
- anesthesia services
- oxygen and its administration
- intravenous injections and solutions
- administration of blood and blood plasma
- blood, if it cannot be replaced by or on behalf of the beneficiary.

Article III. A. (3) sets forth coverage for the Physician's Services and Other Primary Care.  
Paragraph (d) is as follows:

(d) Anesthesia Services

Benefits are provided for the administration of anesthetics provided either in or out of the hospital in surgical or obstetrical cases, when administered and billed by a physician, other than the operating surgeon or his assistant, who is not an employee of, nor compensated by, a hospital, laboratory or other institution.

Paragraph (o) item 4 is as follows:

(o) Primary Medical Care - Miscellaneous

4. Benefits are provided for "physician extender" care or medical treatment administered by nurse practitioners, physician's assistants or other trained, certified and/or licensed personnel when such service is rendered under the supervision of a physician.

Paragraph (p) item 8 states:

(p) Services Not Covered

8. Services of any practitioner who is not legally licensed to practice medicine, surgery, or counseling except as specifically provided herein.

Article III. A. (11) addresses General Exclusions and provides:

- (a) In addition to the specific exclusions otherwise contained in the Plan, benefits are also not provided for the following:

12. Excessive charges as determined solely by the Plan Administrator.

Discussion

Funds' staff sent several letters to, as well as made direct phone contact with, the Employee in order to obtain additional information regarding this dispute. Although the staff has recently received a response to its request for information, certain key elements necessary to resolve this dispute remain lacking. To date, the Employee has not provided either an explanation of the services rendered by the anesthesiologist, or a breakdown of the hospital's anesthesia charge. In addition, staff has not been provided with information that would permit a determination as to who administered the patient's anesthesia in the case. The Trustees, therefore, have decided this case based on the information current available to them.

Article III. A. (1) (a) includes anesthesia services provided by the hospital as a covered benefit. Article III. A. (3) provides benefits for physicians' services and other primary care. Letter (d) under that heading provides benefits for anesthesia services. Letter (o) (4) establishes benefits for services provided by "physician extender(s)", provided those services are rendered under the supervision of a physician.

The charges for the anesthesia services, billed by the hospital, were paid for by the insurance carrier in accordance with Article III. A. (1) (a). The services of the nurse anesthetist were provided under the supervision of a physician and therefore satisfy the requirements of Article III. A. (1) (o) of the Plan. The anesthesiologist's fee for supervision of the nurse anesthetist is not a covered benefit under the Plan because Article III. A. (3) (d) provides for payment to a physician for anesthesia services only when anesthesia is administered by the physician. Although the anesthesiologist provided supervision of the nurse anesthetist, he did not actually administer the anesthesia. Therefore, the Employer is not responsible for payment of charges for

his services. Since the anesthesiologist's services in this instance are not covered by the Plan, the excessive fee issue is not relevant in this case.

Opinion of the Trustees

The Trustees are of the opinion that the Employer is not responsible for the payment of charges for the anesthesiologist's services provided to the Employee's spouse during her surgery on February 10, 1983.