

OPINION OF TRUSTEES

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In Re

Complainant: Employee  
Respondent: Employer  
ROD Case No: 88-012 - September 21, 1988

Board of Trustees: Joseph P. Connors, Sr., Chairman; Paul R. Dean, Trustee; William Miller, Trustee; Donald E. Pierce, Jr., Trustee; Thomas H. Saggau, Trustee.

Pursuant to Article IX of the United 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 the provision of benefits for eye care services under the terms of the Employer Benefit Plan.

Background Facts

This dispute concerns eye care services provided to the Employee and to the Employee's daughter. On September 3, 1987, the Employee's daughter visited her optometrist for a routine eye examination. The optometrist found that the child had excessive intraocular (within the eyeball) pressure and an irregular nerve structure and prescribed eye glasses. On September 4, 1987, the optometrist conducted further testing which revealed areas of visual field loss. On November 11, 1987, the optometrist performed a more sophisticated, quantified visual field examination to determine whether the eyeglasses improved the condition. The test revealed that visual field problems were still present, and the optometrist referred her to another optometrist. On November 18, 1987, the second optometrist confirmed the presence of visual field loss and diagnosed pseudopapilledema (swelling of the optic nerve head).

The Employer provided benefits for the September 3, 1987 visit and the September 4, 1987 visit under the Employer Benefit Plan. The Employer states, however, that benefits for the September 4, 1987 visit were provided in error. The Employer denied coverage for the November 11, 1987 and November 18, 1987 visits.

On April 2, 1986, the Employee visited an optometrist for a routine eye examination; the Employer provided benefits for this visit. The optometrist diagnosed him as having a cataract in the right eye. On February 4, 1987, the Employee visited the optometrist for a follow-up evaluation of his cataract. The Employer provided benefits for the February 4, 1987 visit. On January 27, 1988, the Employee visited the optometrist for another follow-up evaluation of his cataract. The Employer denied benefits for this visit.

Following the January 27, 1988 visit, the optometrist referred the Employee to an ophthalmologist. On February 29, 1988, the ophthalmologist surgically removed a cataract from the Employee's right eye. The Employee returned to his optometrist for a post-operative examination on March 9, 1988. The Employer provided benefits for the ophthalmologist's services but denied benefits for the optometrist's charges for the March 9, 1988 post-operative examination.

### Dispute

Is the Employer responsible for providing benefits for the eye care services rendered to the Employee's daughter on November 11, 1987 and November 18, 1987 and the eye care services rendered to the Employee on January 27, 1988 and March 9, 1988?

### Positions of the Parties

Position of the Employee: The Employer is responsible for providing benefits for the eye care services provided to the Employee's daughter on November 11, 1987 and November 18, 1987 and to the Employee on January 27, 1988 and March 9, 1988, because they were medically necessary services provided by specialists (optometrists).

Position of the Employer: The Employer is not responsible for providing benefits for the eye care services in dispute because such services exceeded the number of visits allowed under the Vision Care Program established under Article III. A. (9) (a) of the Employer Benefit Plan, and, in the alternative, because the services were not provided by a physician.

### Pertinent Provisions

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

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. Services which are not reasonable and necessary shall include, but are not limited to the following: procedures which are of unproven value or of questionable current usefulness; procedures which tend to be redundant when performed in combination with other procedures; diagnostic procedures which are unlikely to provide a physician with additional information when they are used repeatedly; procedures which are not ordered by a physician or which are not documented in timely fashion in the patient's medical records; procedures which can be performed with equal efficiency at a lower level of care. Covered services that are

medically necessary will continue to be provided, and accordingly this paragraph shall not be construed to detract from plan coverage or eligibility as described in this Article III.

Article III. A. (3) (h) and (m) of the Employer Benefit Plan state:

(3) Physicians' Services and Other Primary Care

(h) Home, Clinic and Office Visits

Benefits are provided for services rendered to a Beneficiary at home, in a clinic (including the outpatient department of a hospital) or in the physician's office for the treatment of illnesses or injuries, if provided by a physician.

(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. (9) of the Employer Benefit Plan states:

(9) Vision Care Program

(a) <u>Benefits</u>	<u>Actual Charge Up To Maximum Amount</u>	<u>Frequency Limits</u>
Vision Examination	\$20	Once every 24 months
Per Lens (Maximum = 2)		Once every 24 months
- Single Vision	10	
- Bifocal	15	
- Trifocal	20	
- Lenticular	25	
- Contact	15	
Frames 14		Once every 24 months

Note: The 24-month period shall be measured from the date the examination is performed or from the date the lenses or frames are ordered, respectively, even if the last examination occurred during a prior Wage Agreement.

Discussion

Article III. A. (9) (a) of the Employer Benefit Plan provides benefits for routine vision examinations. Benefits for routine vision examinations are limited to a frequency of once every 24 months for each beneficiary. The Employer contends that the services in this case were routine vision examinations that were provided within 24 months of previous such examinations and that benefits were therefore properly denied.

The services provided to the Employee's daughter were to evaluate certain observed abnormalities, including elevated intraocular pressure which may be symptomatic of various diseases or illnesses. The services provided to the Employee were to evaluate the Employee's cataract on January 27, 1988 and to conduct a post-surgery evaluation on March 9, 1988. Such services were not routine vision examinations within the meaning of Article III. A. (9).

The Employer contends, in the alternative, that to the extent the services were not routine vision examinations, benefits were denied because the optometrists who provided the services were not physicians, as required by Article III. A. (3)(h). The Employee concedes that the optometrists are not physicians, but he contends that the optometrists are "specialists" within the meaning of Article III. A. (3)(m).

Article III. A. (3)(m) provides benefits 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. This ROD raises the issue of whether an optometrist is a specialist within the meaning of Article III. A. (3)(m). However, it is not necessary to decide whether optometrists are specialists in this case. The Introduction to Article III of the Employer Benefit Plan states, in part, that covered services are limited to 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. It remains to be considered, therefore, whether the services provided by the optometrists in this case were medically "reasonable and necessary."

A Funds' medical consultant has reviewed this file, which includes treatment records and correspondence submitted by each of the providers involved in the treatment of the Employee's and his daughter's eye problems. Concerning the services provided to the Employee's daughter, the consultant advised that because the optometrist had suspected a potentially serious disease process as a result of the previous examinations performed on the Employee's daughter in September 1987, the patient should have been referred to an ophthalmologist following those examinations. The examinations by the optometrist on November 11, 1987 and by the second optometrist on November 18, 1987 were redundant and were not medically reasonable and necessary services.

The consultant has also advised that the services provided to the Employee were not reasonable and necessary. The optometrist was legally qualified to determine the existence of conditions that may require referral to another, appropriate health care provider. In this case, however, further visits were unnecessary to determine the existence of a condition that required referral. The record is clear that the optometrist diagnosed cataracts on the Employee's first visit. Accordingly, the January 27, 1988 visit was not medically reasonable and necessary. In addition, the evidence indicates that the ophthalmologist that performed the cataract surgery on

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February 29, 1988 routinely provides post-operative care and includes a charge for such care in his global fee. Accordingly, the March 9, 1988 visit to the optometrist for a post-operative evaluation was not medically reasonable and necessary.

Opinion of the Trustees

The Employer is not responsible for providing benefits for the eye care services rendered to the Employee's daughter on November 11, 1987 and November 18, 1987, and to the Employee on January 27, 1988 and March 9, 1988 because such services were not medically reasonable and necessary.