

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-126 - December 20, 1989

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 services rendered by an osteopath under the terms of the Employer Benefit Plan.

Background Facts

From December 11, 1987 to October 26, 1989, the Employee's spouse received seventeen treatments from an osteopathic physician for back and leg pain that resulted from scoliosis (curvature of the spine). Charges were incurred for office visits, osteopathic manipulations, physical therapy (including ultrasound and the application of hot packs) and x-rays.

Until late 1988, the Employer's insurance carrier provided coverage for charges by a doctor for detecting or correcting body distortion, up to \$500 per calendar year. The carrier denied benefits for the osteopath's charges that exceeded this amount. On October 31, 1988, the Employer notified its employees and retirees that, effective November 1, 1988, its new insurance carrier would not provide coverage for correction of body distortion because chiropractic care is not covered under the Employer Benefit Plan. The Employer asserts that the Employee's spouse's treatments rendered by an osteopath are chiropractic services because the procedure codes used by the osteopath are the same as those used by chiropractors. The Employer has denied any additional benefits for the osteopath's charges.

Dispute

Is the Employer required to provide coverage for the services rendered by an osteopath to the Employee's spouse?

Positions of the Parties

Position of the Employee: The Employee asks whether the services rendered to the Employee's spouse by the osteopath are covered under the Employer Benefit Plan.

Position of the Employer: The Employer contends that the services furnished by the osteopathic physician are chiropractic services, which are specifically excluded from coverage under the Employer Benefit Plan.

Pertinent Provisions

Article III. A. (3)(h) of the Employer Benefit Plan states:

(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 illness or injuries, if provided by a physician.

Article III. A. (3)(p) 1. of the Employer Benefit Plan states:

(3) Physicians' Services and Other Primary Care

(p) Services Not Covered

1. Services rendered by a chiropractor or naturopathic services.

Discussion

Article III. A. (3)(h) of the Employer Benefit Plan states that benefits are provided for services rendered to a Beneficiary at home, in a clinic or in the physician's office for the treatment of illnesses or injuries, if provided by a physician. Q&A 81-50 (copy enclosed herein) states that the term "physician" as defined in the Plan includes osteopathic physicians as well as M.D.s, but "physician" does not include chiropractors. Article III. A. (3)(p) 1. of the Employer Benefit Plan states that services rendered by a chiropractor or naturopathic services are specifically excluded from coverage.

The Employer contends that the services in question are chiropractic services, which are specifically excluded from coverage. However, the services in this case were not rendered by a chiropractor, and they are not naturopathic services. Therefore, the restrictions of Article III. A. (3)(p) 1. do not apply. The Employee's spouse was treated by an osteopathic physician for back and leg pain. As stated in Q&A 81-50, services of an osteopath are covered under Article III. A. (3)(h) on the same basis as services furnished by other medical doctors. This has been the Funds' standard practice under the 1950 Benefit Plan, and it is consistent with Medicare's policy and the policies of other third party payers. A Funds' medical consultant has reviewed the

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documentation submitted in this file and advised that the visits included normal osteopathic manipulations and standard physical therapy procedures. The medical consultant is of the opinion that such services were medically necessary for the treatment of the Employee's spouse's scoliosis. Consequently, the Employer is required to provide benefits for the medically necessary treatment rendered by an osteopath to the Employee's spouse in this instance.

Opinion of the Trustees

The Employer is required to provide benefits for the medically necessary treatment rendered by an osteopath to the Employee's spouse.