

OPINION OF TRUSTEES

In Re

Complainant: Employee
Respondent: Employer
ROD Case No: 88-377 - April 24, 1991

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 an Employee's spouse's inpatient hospital stay under the terms of the Employer Benefit Plan.

Background Facts

On December 27, 1989, the Employee's spouse was hospitalized for a modified radical mastectomy. The Employer precertified the Employee's spouse's inpatient stay for four days. According to the Employee's spouse's physician, a fifth day of hospital care was required because of wound drainage and poor healing. The Employer provided benefits for all inpatient charges certified as medically necessary, but denied benefits for the last day's room and board charge.

Dispute

Is the Employer required to pay the room and board charge for the last day of the Employee's spouse's hospitalization from December 27, 1989 to January 1, 1990.

Positions of the Parties

Position of the Employee: The Employer is required to pay the room and board charge because the Employee's spouse's physician felt it was necessary for her to remain hospitalized until January 1, 1990.

Position of the Employer: The Employer is not required to pay the room and board charge for the final day of the Employee's spouse's hospitalization because the services rendered during that

period could have been safely and adequately provided on an outpatient basis, and hospitalization was not medically necessary.

Pertinent Provisions

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

Article III - Benefits

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. (1) (a) of the Employer Benefit Plan provides in pertinent part:

(1) Inpatient Hospital Benefits

(a) Semi-private room

When a Beneficiary is admitted by a licensed physician (hereinafter "physician") for treatment as an inpatient to an Accredited Hospital (hereinafter "hospital"), benefits will be provided for semi-private room accommodations (including special diets and general nursing care) and all medically necessary services provided by the hospital as set out below for the diagnosis and treatment of the Beneficiary's condition.

Discussion

The Introduction to Article III of the Employer Benefit Plan states that 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. The Introduction further states that the fact that a level of care is prescribed by a physician does not mean that it is medically reasonable or necessary or that it is covered under the Plan. Article III. A. (1)(a) of the Plan states that if a Beneficiary is admitted to a hospital by a physician, benefits will be provided for room accommodations and medically necessary services provided by a hospital for the diagnosis and treatment of the Beneficiary's condition.

The Employer in this case has denied benefits for the room and board charge for the last day of the Employee's spouse's hospitalization from December 27, 1989 to January 1, 1990. A Funds' medical consultant has reviewed the information submitted in this case, including detailed medical records and letters from the Employee's spouse's physician. The consultant has advised that the physician's progress notes do not provide any medical reason for continued hospitalization and the physician's letters do not provide medical documentation that would justify hospitalization beyond the four days that were precertified. According to the consultant, the nursing progress notes indicate that there was no drainage from the wound on December 28, 1989 and that by December 29, 1989 the patient was ambulating and taking fluids by mouth; there was no indication of a fever or other signs of infection. Based on this information, the consultant concluded that the last day of hospitalization was not medically necessary. Accordingly, the Trustees find that the Employer's denial of the room and board charge for the last day of the Employee's spouse's hospitalization is reasonable under the terms of the Employer Benefit Plan.

Opinion of the Trustees

The Employer is not required to pay the room and board charge for the last day of the Employee's spouse's hospitalization from December 27, 1989 to January 1, 1990.