



ASSISTANT SECRETARY OF DEFENSE

WASHINGTON, D.C. 20301

JAN 28 1985

HEALTH AFFAIRS

BEFORE THE OFFICE, ASSISTANT

SECRETARY OF DEFENSE (HEALTH AFFAIRS)

UNITED STATES DEPARTMENT OF DEFENSE

Appeal of)
)
 Sponsor:) OASD(HA) Case File 84-53
) FINAL DECISION
 SSN:)

This is the FINAL DECISION of the Assistant Secretary of Defense (Health Affairs) in the CHAMPUS Appeal OASD(HA) Case File 84-53 pursuant to 10 U.S.C. 1071-1092 and DoD 6010.8-R, chapter X. The appealing party is the CHAMPUS beneficiary, the spouse of a retired member of the United States Air Force. This appeal involves the denial of CHAMPUS cost-sharing of physical therapy in excess of two sessions per week for 60 days provided from May 12, 1980, through August 8, 1981, as treatment of spasmodic torticollis and of a maxillary-mandibular repositioning appliance, coronoplasty, and related services/supplies. The amount in dispute involves approximately \$5,400.00 in billed charges.

The hearing file of record, the Hearing Officer's Recommended Decision, and the Analysis and Recommendation of the Director, OCHAMPUS, have been reviewed. The Hearing Officer has recommended denial of CHAMPUS cost-sharing for the physical therapy in excess of two sessions per week for 60 days as not medically necessary, but recommended approval of cost-sharing for the maxillary-mandibular repositioning appliance and related services/supplies as constituting adjunctive dental care.

The Director, OCHAMPUS, partially concurs with the Recommended Decision and recommends adoption of the Recommended Decision to deny cost-sharing of the physical therapy in excess of two sessions per week for 60 days and to approve cost-sharing of the repositioning appliance and some related services. The Director, OCHAMPUS, does not concur in the recommendation to cost-share the coronoplasty services as the services are excluded dental care.

The Assistant Secretary of Defense (Health Affairs), after due consideration of the record, adopts the Recommended Decision to deny cost-sharing of the physical therapy in issue and to approve cost-sharing of the repositioning appliance. The Assistant Secretary of Defense (Health Affairs) rejects the Hearing Officer's recommendation to cost-share the coronoplasty

as inconsistent with regulatory provisions on dental services. The FINAL DECISION of the Assistant Secretary of Defense (Health Affairs) is, therefore, to deny cost-sharing of physical therapy provided May 12, 1980, through August 8, 1981, as not medically necessary in the treatment of spasmodic torticollis and to approve cost-sharing of the maxillary-mandibular repositioning appliance and related services/supplies as orthopedic medical, not dental, care, except for the coronoplasty services which are denied cost-sharing as excluded dental care.

FACTUAL BACKGROUND

The beneficiary was diagnosed with spasmodic torticollis in 1979 and subsequently received various treatments including psychotherapy, physical therapy, a maxillary-mandibular repositioning appliance, coronoplasty, and related services/supplies during 1980-1981. In September 1983, the beneficiary underwent neurosurgery and apparently received additional physical therapy post-operative. The psychotherapy, surgery, and physical therapy during 1983 are not at issue in this appeal. The beneficiary became disabled from her condition in 1980 and became eligible for Medicare on December 1, 1981. Subsequent to that date, the beneficiary was ineligible for CHAMPUS benefits.

The record reflects the beneficiary first received physical therapy for her condition on March 12, 1980. The physical therapy consisted of moist heat to the cervical area for 30 minutes, massage to the cervical area, and posture and stretching exercises. From March 12, 1980, through August 8, 1981, the beneficiary received physical therapy generally averaging one session per week. During some weeks she had no therapy and during other weeks, she had two, three, or more sessions per week. No progress notes were submitted for the physical therapy; however, the therapist stated that range of motion improved in flexion, extension, and rotation to the right, the right upper trapezius increased length to stretch, and that the beneficiary could be more active with less pain and fatigue. The attending physician, Dr. Marshall Gollub, a neurologist, recommended long-term physical therapy with "muscle re-education" to relieve the beneficiary's symptoms. This treatment was also recommended by Dr. Julius Korein, a consulting neurologist associated with the New York University Medical Center, after a 1981 evaluation. Dr. Korein has stated for the record that the beneficiary did show some improvement at the end of her therapy program in New York, New York. The beneficiary received physical therapy at ICD Rehabilitation and Research Center, New York, from March 23 through April 23, 1981. The remainder of the physical therapy was provided by the Crowl Physical Therapy Center, Sacramento, California.

During December 1, 1980, through November 5, 1981, the beneficiary also received services/supplies from Paul S. Binon, D.D.S., including x-rays, an occlusal splint, office visits and splint adjustment, and study casts. On September 22, 1981,

coronoplasty was provided and on November 9, 1981, a maxillary-mandibular repositioning appliance was provided. According to Dr. Binon, the beneficiary's mandible was diverted to the right side coincidental to the left rotation and right tilt of the head and neck caused by the spasmodic torticollis. The function of the appliance was to provide sensory feedback for correct mandibular positioning.

The CHAMPUS Fiscal Intermediary cost-shared the claims for the first 60 days of physical therapy and also authorized payment of one session per week from August 18 through December 31, 1980. Physical therapy from January 19, 1980, through August 8, 1981, was denied. The record does not reflect whether the physical therapy provided May through July 1980 was cost-shared by the fiscal intermediary. However, the OCHAMPUS Formal Review decision authorized cost-sharing of only two sessions per week for 60 days and denied cost-sharing of all physical therapy services subsequent to May 11, 1980 (the 60th day), as not medically necessary.

The appeal file contains a preauthorization of dental services by Blue Shield of California, the CHAMPUS Dental Fiscal Intermediary. However, the request for preauthorization is not included in the file. Blue Shield of California cost-shared the claim for the maxillary-mandibular appliance and coronoplasty in the amount of \$187.50 and \$150.00, respectively. A prophylaxis and a composite also included on the claim was denied. A claim was also submitted for the December 1, 1980, through August 29, 1981, dental care, including x-rays, an occlusal splint, and office visits for adjustment and observation. This claim was marked "pre-authorized" by the fiscal intermediary. However, the appeal file does not document if the claim was cost-shared. These services/supplies appear to be preliminary to the provision of the repositioning appliance.

The OCHAMPUS Formal Review Decision denied cost-sharing of the appliance and coronoplasty finding the care was not adjunctive to a medical condition and was investigational in the treatment of spasmodic torticollis. The beneficiary appealed and requested a hearing. The hearing was held on June 20, 1984, at Sacramento, California, before Sherman R. Bendalin, OCHAMPUS Hearing Officer. The Hearing Officer has submitted his Recommended Decision and issuance of a FINAL DECISION is proper.

ISSUES AND FINDINGS OF FACT

The issues in this appeal were (1) whether the physical therapy provided May 12, 1980, through August 8, 1981, was medically necessary and appropriate medical care in the treatment of spasmodic torticollis and (2) whether the maxillary-mandibular repositioning appliance, coronoplasty, and related services/supplies are excluded dental services or constitute medically necessary medical or adjunctive dental care.

Medically Necessary
Appropriate Medical Care

Under the Department of Defense regulation governing CHAMPUS, DoD 6010.8-R, chapter IV, A.1., CHAMPUS will cost-share medically necessary services. Medically necessary is defined as:

". . . the level of service and supplies (that is, frequency, extent, and kinds) adequate for the diagnosis and treatment of illness or injury . . . medically necessary includes concept of appropriate medical care." (Chapter II, B.104.)

Appropriate medical care is defined, in part, as:

"a. That medical care where the medical services performed in the treatment of a disease or injury, or in connection with an obstetrical case or well-baby care, are in keeping with the generally acceptable norm for medical practice in the United States;

"b. . . .

"c. . . ." (Chapter II, B.14.)

Care that is not medically necessary is excluded from CHAMPUS coverage (DoD 6010.8-R, chapter IV, G.1.) Further, DoD 6010.8-R, chapter IV, C.3.j., specifically limits coverage of physical therapy services to two sessions per week for 60 days unless documentation is submitted by the attending physician of the medical necessity and the reasonably anticipated result of therapy in excess of the basic coverage. Therefore, to qualify for CHAMPUS coverage in excess of two sessions per week for 60 days, the physical therapy must be adequate for and in keeping with the generally acceptable norm for medical practice in treatment of spasmodic torticollis. The Hearing Officer found the physical therapy in issue was not documented as medically necessary. Based on the evidence of record, I agree and adopt the Hearing Officer's finding on this issue.

As the Hearing Officer recognizes, there is no dispute that the beneficiary suffers with a disabling disease, with no known cure. Various treatment modalities were utilized for the beneficiary with no apparent long-term effect on her disability. The difficulty in treatment and management of spasmodic torticollis was recognized by the Hearing Officer and OCHAMPUS. The beneficiary's 3-year experience with various medications, psychotherapy, and physical therapy culminated with surgery in 1983. The results of the surgery, not at issue in this appeal, were stated to be somewhat helpful. However, it is apparent from the evidence that the beneficiary tried many treatments in an effort to lessen the effect of her disease. What is not apparent

from the record is an overall treatment plan utilizing physical therapy. Physical therapy was recommended by several physicians but the frequency and duration of the therapy, and its anticipated results, were not stated in the record. The physicians recommended long-term physical therapy for an indefinite period. However, no progress notes or periodic physician evaluations of the therapy were either ordered or completed during the approximately 18-month period of therapy. How can physical therapy be continued over such a lengthy time without periodic evaluation of the beneficiary's progress? The record reveals the physical therapy was provided regularly (two to three times per week) during the first several months of care, but became more sporadic during the latter period. The absence of a treatment plan for the physical therapy is indicated by these facts.

The general norm for medical practice requires that medical care be evaluated for the desired result and modified accordingly. The CHAMPUS regulation on physical therapy requires such an evaluation in the submission of the reasonably anticipated results of the therapy. The OCHAMPUS Medical Director, a physician, pointed to this requirement in noting the attending physician had not indicated how many therapy sessions were required to meet his desired result. The physical therapist, in a letter for the record in this appeal, noted the areas of improvement from the physical therapy. But when was this improvement first apparent and did the beneficiary continue to improve or reach a plateau? Without progress notes, I cannot determine if the continued therapy was beneficial and medically necessary. As the Hearing Officer has noted, this office has previously considered the documentation required to support physical therapy (See OASD 83-01). The documentation required in that appeal is also not present herein. Therefore, based on the record in this appeal, I must conclude that physical therapy in excess of two sessions per week for 60 days has not been documented as medically necessary or appropriate medical care and cannot be cost-shared under CHAMPUS.

Dental Care

Under 10 U.S.C. 1079, only dental care required as a necessary adjunct to medical or surgical treatment may be cost-shared under CHAMPUS. CHAMPUS does not have a dental benefit. DoD 6010.8-R, chapter IV, E.10., defined the adjunctive dental care benefit, in part, as follows:

"10. Dental. The CHAMPUS Program does not include a dental benefit. Under very limited circumstances benefits are available for dental services and supplies when the dental services are adjunctive to otherwise covered medical treatment.

"a. Adjunctive Dental Care: Limited.
Adjunctive dental care is limited to

that dental care which is medically necessary in the treatment of an otherwise covered medical (not dental) condition, is an integral part of the treatment of such medical condition and is essential to the control of the primary medical condition.

"(1) Elimination of a non-local oral infection (such as cellulitis or osteitis) which is clearly exacerbating and directly affecting a medical condition currently under treatment would be an example of adjunctive dental care.

"(2) Another example of adjunctive dental care would be where teeth and tooth fragments must be removed in order to treat and repair facial trauma resulting from an accidental injury.

"NOTE: The test of whether or not dental trauma is covered is whether or not the trauma is solely dental trauma. Dental trauma must be related to, and an integral part of, medical trauma in order to be covered as adjunctive dental care.

"b. General Exclusions. Generally, preventive, routine, restorative, prosthodontic and/or emergency dental care are not covered by CHAMPUS.

"(1) Dental care which is essentially preventive and (even if performed to prevent a potential medical condition) which is not an integral part of the treatment of a medical (not dental) condition, does not qualify as adjunctive dental care for the purposes of CHAMPUS. An example would be routine dental care provided a rheumatic heart patient as a 'preventive' measure.

"(2) Adjunctive care does not include dental services which involve only the teeth and/or their supporting structure, even if the result of an accident. An example

would be the child who falls and breaks, chips or loosens a tooth.

"(3) Adjunctive dental care does not include restoration or peridental splinting of teeth and/or dental prosthesis, whether permanent or temporary and whether required as a result of an accidental injury or whether injured, affected or fractured during the medical or surgical management of a medical condition.

"(4) Adjunctive care does not include treatment of peridental disease and/or the consequence of peridental disease; nor does it include such dental services as filling cavities or adding or modifying bridgework to assist in mastication whether or not related to gastrointestinal or hematopoietic diseases.

"(5) All orthodontia is specifically excluded, except when directly related to and as an integral part of, surgical correction of a cleft palate congenital anomaly."

Preauthorization of all adjunctive dental care is required. (See DoD 6010.8-R, chapter IV, E.10.c.) Certain types of oral surgery, recognized by the regulation to be essentially medical, rather than dental, are also authorized for cost-sharing.

The Hearing Officer found the maxillary-mandibular repositioning appliance to be orthopedic and constituted covered adjunctive dental care. OCHAMPUS argued the care was excluded dental care as not constituting treatment of a medical condition and was also investigational in the treatment of spasmodic torticollis. Neither party to the hearing nor the Hearing Officer directly considered whether the care was dental or medical and whether the care was treatment of a skeletal/muscular deformity of the jaws caused by the spasmodic torticollis as opposed to treatment of the spasmodic torticollis.

Based on the evidence in this appeal, I have concluded the care is not properly classified as adjunctive dental care. The file does not document the care provided is a medically necessary and generally accepted treatment for spasmodic torticollis. The attending dentist refers to literature documentation of the efficacy of the appliance but did not provide copies of such articles or citations. The Hearing Officer noted the difference

of opinion on this issue between the OCHAMPUS Medical Director, a psychiatrist, and the treating physician, a neurologist, and chose the opinion of the treating physician. However, the burden of proof is on the beneficiary to document the care is covered by CHAMPUS and not on CHAMPUS to provide evidence the care is excluded from coverage. Appeal records devoid of authoritative medical opinions, such as from the American Medical Association, or excerpts from recognized medical texts, make difficult cases. Had OCHAMPUS or the appealing party produced such medical opinion, my decision would have had the benefit of additional independent authorities in this field. As the record stands, however, I cannot find the appealing party has satisfied the burden of proof on this issue. As I am authorizing cost-sharing of the majority of the services/supplies in issue, I find remand to the Hearing Officer to receive additional evidence is not required.

As stated above, an issue in this appeal is whether the care is essentially medical or dental. I conclude the care is primarily medical in nature, not dental. As such, preauthorization was not required. The appliance itself involves more than the teeth and supporting structures (a primary criterium of dental care) but is similar to an appliance designed to mechanically alter the relationship between the maxillary and mandible to relieve stress on the temporomandibular joint, a covered benefit under CHAMPUS. (See CHAMPUS Policy Manual, chapter 8, section 1, page 1.1.1.) Further, CHAMPUS covers surgical procedures designed to permanently alter a skeletal deformity such as a LeFort Osteotomy. These treatments are medical in nature as relating to the relationship of the jaws or jaw to the skull rather than to the teeth.

The maxillary-mandibular device employed herein appears similar to these other covered services in its relation to a skeletal/muscular deformity. For these reasons, I find the care is essentially medical, not dental, and not barred from coverage under the regulation.

One additional issue must be considered, however, to authorize cost-sharing. Is the appliance treatment of spasmodic torticollis or of the results of the torticollis. From my review of the evidence, I find mixed statements on this issue. It is clear, I believe, that the beneficiary's jaws became misaligned due to the effect of the spasmodic torticollis on the muscles of the head and neck. The appliance was designed to "re-educate" the muscles to provide symptomatic relief. This symptomatic relief is also the goal of the appliance approved for cost-sharing in myofacial pain dysfunction syndrome. The statement of the dentist is troubling, however, in the discussion of the appliance as treatment for torticollis. How much of this statement is directed to meet the requirements of adjunctive dental care is unknown. I am satisfied, however, that the repositioning appliance can be fairly characterized as treatment of the skeletal/muscular deformity caused by the spasmodic torticollis. For this reason, I find the maxillary-mandibular

repositioning appliance is a covered treatment. Coronoplasty, however, involves only the teeth and has never been accepted as a medical treatment. The Policy Statement cited above specifically excludes coronoplasty for coverage. I find the coronoplasty is a dental procedure and is excluded from cost-sharing. The appeal file reflects various services/supplies were provided by the dentist from December 1, 1980, through August 25, 1981, including x-rays, an occlusal splint, study casts, and office visits to adjust and observe the splint. The file does not indicate if these services were cost-shared; however, the beneficiary did not include these services/supplies in her testimony at the hearing. I find these services/supplies were preliminary to the provision of the repositioning appliance and can be cost-shared on that basis.

SUMMARY

In summary, the FINAL DECISION of the Assistant Secretary of Defense (Health Affairs) is to deny CHAMPUS cost-sharing of the physical therapy provided May 12, 1980, through August 8, 1981, as not medically necessary nor appropriate medical care in the treatment of spasmodic torticollis. Further, I find the maxillary-mandibular repositioning appliance, x-rays, occlusal splint, study casts, and office visits provided by Dr. Binon from December 1, 1980, through November 5, 1981, to be medical care in the treatment of a skeletal/muscular deformity caused by spasmodic torticollis and a covered benefit. However, I find the coronoplasty to be dental care and excluded from CHAMPUS cost-sharing. Therefore, the appeal of the beneficiary is partially denied and partially approved. Issuance of this FINAL DECISION completes the administrative appeal process under DoD 6010.8-R, chapter X, and no further appeal is available.



Vernon McKenzie

Acting Principal Deputy Assistant Secretary

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RECOMMENDED DECISION
Claim for CHAMPUS Benefits
Civilian Health and Medical Program of the
Uniformed Services (CHAMPUS)

Appeal of)
Sponsor:) R E C O M M E N D E D
SSN:) D E C I S I O N

This is the Recommended Decision of CHAMPUS Hearing Officer Sherman R. Bendalin in the CHAMPUS appeal case file and is authorized pursuant to 10 U.S.C. §1071-1089 and DoD Regulation 6010.8-R, Chapter X. The appealing party is the Beneficiary, pursuant to a Request for Hearing filed February 27, 1984. (Exhibit file, Exhibit No. 22.) (Hereinafter "E. ____.") The appeal involved the denial of CHAMPUS cost-sharing for physical therapy from March 12, 1980 through April 30, 1981, and denial of cost-sharing for dental services.

The issues are three in number. The first issue is whether or not the physical therapy provided to the Beneficiary from March 12, 1980 through April 30, 1981 was medically necessary care for the patient's medical condition. If it was not medically necessary then it would be excluded for CHAMPUS cost-sharing pursuant to DoD Regulation 6010.8-R. (Hereinafter "Regulation.") The second issue is whether or not dental services provided the Beneficiary were adjunctive dental care which was rendered in accordance with accepted professional medical standards; if not, then it would be specifically excluded for CHAMPUS cost-sharing by the Regulation. The third issue, raised by OCHAMPUS in the STATEMENT OF OCHAMPUS POSITION is that of double coverage, since the Beneficiary was covered for disability insurance benefits and therefore hospitalization coverage by the Social Security Administration since December 1, 1981, and if some of the claims submitted to CHAMPUS by the Beneficiary were for medical care subsequent to that date, CHAMPUS cost-sharing would also be specifically excluded by the Regulation.

A hearing was commenced by the undersigned Hearing Officer in Sacramento, California on June 20, 1984. The hearing commenced at 10:10 o'clock a.m. and concluded at 11:28 o'clock a.m. Appearing on behalf of the Beneficiary was the Beneficiary herself, on behalf of the Sponsor was the Sponsor himself. No appearance on behalf of OCHAMPUS was made. No other persons attended or

1 testified.

2 The amount in dispute is \$1,258.00.

3 The Hearing file has been expanded to include Exhibits 24
4 through 34. All Exhibits have been reviewed. The undersigned has
5 reviewed the tape recording of the hearing. The undersigned Hearing
6 Officer, after due consideration of the appeal record, concurs in
7 the recommendation of OCHAMPUS to deny CHAMPUS cost-sharing for the
8 physical therapy for the treatment of the Beneficiary's illness,
9 spasmodic torticollis, as the Beneficiary and Sponsor have failed
10 to document medical necessity and reasonably anticipated results,
11 both of which are required by the Regulation and by precedential
12 decisions of the Assistant Secretary of Defense (Health Affairs).
13 As far as the second issue is concerned, it is the recommendation
14 of the undersigned Hearing Officer that the dental care claims be
15 paid, as the Beneficiary and Sponsor have proven, based on a
16 thorough review of the record and the review of the oral testimony,
17 that the dental work was adjunctive because it was orthopedic in
18 nature and the Beneficiary had complied by the applicable
19 Regulation in obtaining preauthorization. Third, it is the
20 recommended decision of the undersigned Hearing Officer that the
21 issue of double coverage raised by OCHAMPUS should be decided in
22 favor of the Beneficiary and the Sponsor since it appears from the
23 record and the oral testimony of the Beneficiary, that no services
24 were delivered to the Beneficiary after December 1, 1981, the
25 effective date of her Medicare entitlement.

15 FACTUAL BACKGROUND

16 The Beneficiary, born August 25, 1934 has been troubled
17 by a chronic condition which has been described as spasmodic
18 torticollis. She has seen several professionals for her condition
19 including medical doctors, psychologists, and a dentist. The
20 Beneficiary underwent extensive physical therapy. In an initial
21 determination on December 18, 1981, benefits were denied by the
22 then Fiscal Intermediary. On April 6, 1982, pursuant to the
23 Informal Review decision, some physical therapy was allowed and
24 some was denied because it was determined to be not medically
25 necessary. The dental services claim was also denied. (E. 21.)

26 On June 25, 1982, the Beneficiary requested review. After
27 resolving that the appeal was timely filed, the Beneficiary's
28 entire medical record was reviewed by the OCHAMPUS medical director
29 in November, 1983. The medical director concluded that
30 psychotherapy provided to the Beneficiary by the clinical
31 psychologist was medically necessary and found that CHAMPUS cost-
32 sharing for physical therapy should be limited to only 2 sessions
33 per week for the first 60 days of treatment. On the other hand, the
34 medical director concluded that the dental services and a maxillary
35 mandibular orthopedic repositioning appliance were investigational

1 and not appropriate treatment for the Beneficiary's condition. (E.
21.)

2 The Formal Review decision was issued December 30, 1983.
3 Therein, physical therapy for the patient from March 12, 1980
4 through April 30, 1981 was denied except that 60 days of 2 sessions
5 per week were found to be medically necessary. The decision to deny
6 cost-sharing benefits after the initial 60 day evaluation period
7 was upheld. The Formal Review continued to deny cost-sharing for
8 the dental care provided to the Beneficiary, finding that such care
9 was not adjunctive dental care and consisted mainly of
10 investigational procedures, excluded from CHAMPUS cost-sharing. (E.
21.)

11 A Request for Hearing was filed on February 27, 1984. (E.
22.)

12 The undersigned Hearing Officer has considered Exhibits 1
13 through 23 that were provided to both he, the Sponsor and the
14 Beneficiary in the exhibit file. Additionally, considered and
15 admitted were Exhibits 24 through 34. Exhibit 24 is correspondence
16 between Donald F. Wagner, Chief, Appeals and Hearings and the
17 Beneficiary regarding the assignment of the matter to the
18 undersigned Hearing Officer and the suggested hearing date. Exhibit
19 25 is the Notice of Hearing setting the matter for hearing in
20 Sacramento, California on Wednesday, June 20, 1984. Exhibit 26 is
21 the 5 page STATEMENT OF OCHAMPUS POSITION IN THE MATTER OF
22 , dated June 15, 1984. Exhibit 27 is a 2 page letter dated
23 May 17, 1984 authored by Marshall Gollub, M.D., addressed to Donald
24 F. Wagner, Chief, Appeals and Hearings. Exhibit 28 is also a 2 page
25 letter, this time authored by Paul P. Binon, D.D.S., M.S.D.,
26 addressed to Donald F. Wagner, dated May 29, 1984. Exhibit 29 is a
1 page letter authored by Donald B. Torrey, R.P.T., A.T.C.,
addressed to Donald F. Wagner, dated June 5, 1984. Exhibit 30 is a
2 page letter from the Beneficiary to CHAMPUS, Appeals and
Hearings, dated June 3, 1984. Exhibit 31 is a 4 page statement,
authored by Alex R. Rodriguez, M.D., OCHAMPUS Medical Director,
undated. Exhibit 32 is a letter to the Beneficiary and the Sponsor
from the undersigned Hearing Officer, dated June 21, 1984,
regarding the opportunity to submit a medical statement clarifying
one of the statements made by Dr. Rodriguez in Exhibit 31. Exhibit
33 is the response for clarification from the Beneficiary,
addressed to the undersigned Hearing Officer, regarding the
opportunity to respond to the statement made by Dr. Rodriguez.
Finally, received as Exhibit 34 is a statement of clarification
from William Voharas, Attorney/Advisor, OCHAMPUS to the undersigned
Hearing Officer regarding the OCHAMPUS position on the third issue.

25 ISSUES AND FINDINGS OF FACT

26 The issues in this appeal are three in number. As

1 aforementioned, the first issue is whether or not physical therapy
2 provided to the Beneficiary between March 12, 1980 through April
3 30, 1981 was medically necessary care for the patient's medical
4 condition.

5 Applicable to all three issues is the requirement that
6 the Beneficiary meet her burden of proof in the hearing in this
7 matter. That requirement is found in Chapter X of the Regulation,
8 both at Section A(3) and at Section D, §11(c), and reads as
9 follows:

10 "3. Burden of Proof. The burden of proof is on
11 the appealing party, affirmatively to establish
12 by substantial evidence, the appealing party's
13 entitlement under law and this Regulation to
14 the authorization of CHAMPUS benefits or approval
15 as an authorized provider. Any cost or fee asso-
16 ciated with the production or submission of in-
17 formation in support of an appeal shall not be
18 paid by CHAMPUS."

19 Chapter II of the Regulation consists of definitions used
20 in the Regulation. Section B(14) defines Appropriate Medical Care,
21 and reads as follows:

22 "14. Appropriate Medical Care. "Appropriate
23 Medical Care" means:

- 24 a. That medical care where the medical
25 services performed in the treatment
26 of a disease or injury, or in connec-
tion with an obstetrical case, are in
keeping with the generally acceptable
norm for medical practice in the United
States;
- b. The authorized individual professional
provider rendering the medical care is
qualified to perform such medical ser-
vices by reason of his or her training
and education and is licensed and/or
certified by the state where the service
is rendered or appropriate national
organization or otherwise meets CHAMPUS
standards; and
- c. The medical environment in which the
medical services are performed is at
the level adequate to provide the re-
quired medical care."

1 Also in Chapter II, at Section B(104) is the definition
2 of Medically Necessary, which reads as follows:

3 "104. Medically Necessary. "Medically
4 Necessary" means the level of ser-
5 vices and supplies (that is, fre-
6 quency, extent, and kinds) adequate
7 for the diagnosis and treatment of
8 illness or injury (including maternity
9 care). Medically necessary includes
10 concept of appropriate medical care."

11 In determining whether or not the physical therapy was
12 medically necessary for the patient's medical condition,
13 consideration must be made of the scope of CHAMPUS benefits. That
14 statement is found at Chapter IV(A)(1), and reads as follows:

15 "A. General. The CHAMPUS Basic Program is es-
16 sentially a supplemental Program to the
17 Uniformed Services direct medical care sys-
18 tem. In many of its aspects, the Basic Pro-
19 gram is similar to private medical insurance
20 programs, and is designed to provide finan-
21 cial assistance to CHAMPUS beneficiaries for
22 certain prescribed medical care obtained from
23 civilian sources.

24 1. Scope of Benefits. Subject to any and all
25 applicable definitions, conditions, limita-
26 tions, and/or exclusions specified or enu-
merated in this Regulation, the CHAMPUS
Basic Program will pay for medically
necessary services and supplies required in
the diagnosis and treatment of illness or
injury, including maternity care. Benefits
include specified medical services and sup-
plies provided to eligible beneficiaries
from authorized civilian sources such as
hospitals, other authorized institutional
providers, physicians and other authorized
individual professional providers as well
as professional ambulance service,
prescription drugs, authorized medical sup-
plies and rental of durable equipment."

27 Also applicable to this claim is the definition of
28 physical therapy, which is found at Chapter IV, Section C(3)(j).
29 That section of the Regulation reads as follows:

30 "j. Physical Therapy. To be covered, physical
31 therapy must be related to a covered medical

1 condition. If performed by other than a phy-
2 sician, the beneficiary patient must be re-
3 ferred by a physician and the physical thera-
4 py rendered under the supervision of a physi-
5 cian.

6 (1) Outpatient physical therapy is generally
7 limited to a sixty (60) day period, two
8 (2) physical therapy sessions per week, in
9 connection with each medical condition. In
10 order for CHAMPUS benefits to be extended
11 for physical therapy rendered for a longer
12 period of time than sixty (60) days, and/or
13 for more than two (2) sessions per week,
14 requires submission by the attending phy-
15 sician of documentation as to medical
16 necessity and the reasonably anticipated
17 results of such therapy.

18 (2) General exercise programs are not covered
19 even if recommended by a physician. Passive
20 exercises and/or range of motion exercises
21 are not covered except when prescribed by a
22 physician as an integral part of a compre-
23 hensive program of physical therapy."

24 On the other hand, in considering this claim, exclusions
25 and limitations to CHAMPUS coverage required by the Regulation must
26 be considered. Exclusions and Limitations are found at Section G of
Chapter IV, and the applicable definitions are as follows:

"G. Exclusions and Limitations. In addition to any
definitions, requirements, conditions and/or limi-
tations enumerated and described in other CHAPTERS
of this Regulation, the following are specifically
excluded from the CHAMPUS Basic Program:

1. Not Medically Necessary. Services and sup-
plies which are not medically necessary for
the diagnosis and/or treatment of a covered
illness or injury.
2. UNNECESSARY Diagnostic Tests. X-ray,
laboratory and pathological services and
machine diagnostic tests are not related to
a specific illness or injury or a definitive
set of symptoms...
15. Not in Accordance With Accepted Standards:
Experimental. Services and supplies not
provided in accordance with accepted profes-
sional medical standards; or related to es-

1 sentially experimental procedures or treat-
2 ment regimens ...

3 19. Preauthorization Required. Services or
4 supplies provided in connection with an in-
5 stitution and/or circumstances which require
6 preauthorization in order for CHAMPUS benefits
7 to be extended, for which preauthorization was
8 not obtained; or where preauthorization was
9 obtained but the service and/or supplies it
10 covered were not obtained within the
11 prescribed time limit (usually a ninety
12 (90) day period) ...

13 66. Noncovered Condition: Unauthorized Provider.
14 All services and supplies (including inpatient
15 institutional costs) related to a noncovered
16 condition or treatment; or provided by an
17 unauthorized provider."

18 Finally, as authority for the decision in this matter,
19 the undersigned Hearing Officer has reviewed and considered a final
20 OCHAMPUS Decision, namely, Final Decision in case file 83-01,
21 authored by the Assistant Secretary of Defense (Health Affairs),
22 dated April 8, 1983. (No copy of this decision appears in the
23 exhibit file.)

24 The Beneficiary has suffered for many years from a
25 disabling condition. As far as she and the majority of the medical
26 opinion in the file is concerned, the diagnosis of her impairment
27 is spasmodic torticollis. The medical director of OCHAMPUS, in
28 Exhibit 31, nevertheless referred to the impairment as spastic
29 torticollis. I assume for the purpose of this Recommended Decision,
30 that the terms are interchangeable, and indeed we are talking about
31 one specific single impairment. The Sponsor and the Beneficiary,
32 during the hearing, have referred to the apparent inconsistency
33 between Exhibit 31 and the rest of the record as an indication of
34 the prejudice displayed by OCHAMPUS in handling the claim, and an
35 example of an almost negligent attitude on behalf of OCHAMPUS. I,
36 as Hearing Officer, will discount such allegations, and simply
37 consider that indeed the two are the same impairment.

38 What is important in this matter is how the Beneficiary's
39 spasmodic torticollis was treated and, of course, the duration of
40 those treatments. CHAMPUS has already agreed to cost-share the
41 first 60 days of physical therapy and 2 sessions per week during
42 that time. It is, therefore, not an issue that 60 days of physical
43 therapy at 2 sessions per week are medically necessary. What is at
44 issue, therefore, is the remainder of the claim for physical
45 therapy. It is the Sponsor's and Beneficiary's position that the
46 additional physical therapy is medically necessary and, indeed, is

1 really the only way the Beneficiary's impairment could have been
2 treated. In way of support, they point to the following parts of
3 the Exhibit file. As part of Exhibit 12, there is a 2 page letter
4 from Julius Korein, M.D., dated June 10, 1982. (E. 12, pp. 17-18.)
5 Therein, Dr. Korein, one of the treating doctors of the
6 Beneficiary, opines that physical therapy including muscle
7 reeducation is the treatment of choice. Medications and surgical
8 treatments have adverse side effects. Finally, Dr. Korein closes by
9 recommending that weekly ongoing physical therapy is necessary to
10 keep the Beneficiary from becoming more physically disabled.

11 There are several medical reports from another treating
12 doctor, Marshall Gollub, M.D. Dr. Gollub is a neurologist who has
13 treated the Beneficiary. On February 3, 1982, Dr. Gollub wrote that
14 physical therapy and muscle reeducation should be continued on a
15 long-term basis for the Beneficiary's torticollis. (E. 8.)

16 Dr. Gollub also has a hand-written consultation report
17 contained in the file as part of Exhibit 12. At pages 19 through
18 22, Dr. Gollub, among other things, requested "waiver" of the usual
19 CHAMPUS limits on physical therapy because the Beneficiary's
20 condition is unusual and not the ordinary sort of muscle strain,
21 etc., which requires a few weeks of physical therapy. Dr. Gollub
22 opines that until a more definitive care is found for spasmodic
23 torticollis, physical therapy represents a way of lessening the
24 disability associated with the disease, and his opinion is and has
25 been that such physical therapy is justified on a long-term basis.

26 Additional medical reports were submitted to the file
prior to the hearing in this matter from Dr. Gollub. Therein, Dr.
Gollub again opines that physical therapy was the treatment of
choice. He reasons that long-term physical therapy has helped the
Beneficiary and it is his opinion that such has been medically
justified and appropriate. The doctor ruled out the other types of
medical care available. Dr. Gollub wrote that there is no known
cure for torticollis, and basically indicates that the physical
therapy proved the best treatment in the case of the Beneficiary.
(E. 27.) A report of the physical therapist, included as Exhibit
29, also indicates and supports the opinions of Dr. Gollub.

The OCHAMPUS medical director, based on this additional
information, authored a statement, admitted as Exhibit 31. Therein,
he sympathizes with the treating doctors, acknowledges that the
medical reports indicate the vexing and problematic conditions of
the impairment suffered by the Beneficiary, and agrees with the
difficulty in finding the proper treatment course. He acknowledges
that perhaps there were a number of combinations of treatment, some
of which were not successful, and that indeed there probably was
some trial and error required to find the proper treatment course.
Nevertheless, the medical director does indicate that medical
documentation is required to substantiate at what point treatment

1 might not have absolutely been required as medically necessary
2 since there was no substantiation in the record regarding how many
3 sessions beyond 20 were efficacious and had a positive outcome. He
4 concurs that at the present state of the record, there is no way to
5 determine just how many treatments were necessary or how long the
6 physical treatments were medically necessary. (E. 31.)

7 As such, the OCHAMPUS medical director was simply
8 following the Regulation and the precedential decision of OCHAMPUS.
9 The part of the Regulation dealing with physical therapy requires
10 documentation of medical necessity and the reasonably anticipated
11 results if a claim for CHAMPUS benefits beyond a 60 day period, 2
12 physical therapy sessions per week, can be cost-shared. In
13 addition, in OASD(HA) Final Decision 83-01, the Regulation is
14 interpreted as requiring, for example, a treatment plan certified
15 by the physician, an evaluation report authored by a therapist,
16 some indication of the modality of therapy and a discharge summary.

17 This requirement was discussed by the undersigned Hearing
18 Officer, the Beneficiary and the Sponsor during the hearing. In way
19 of summary of testimony, the Beneficiary indicated that she could
20 get additional documentation from Dr. Gollub, the treating doctor,
21 to provide the substantiation missing in the record to indicate how
22 many sessions beyond the 20 sessions were having a positive outcome
23 on her and were indeed efficacious.

24 As mentioned above, the Beneficiary's response has been
25 admitted as Exhibit 33. Rather than supply the information thought
26 to be available as of the date of the hearing, the Beneficiary has
27 now indicated, in writing, that in her opinion no doctor could
28 predict the exact number of physical therapy sessions that would be
29 medically necessary. (E. 33.)

30 Consequently, it is the recommended decision of the
31 undersigned Hearing Officer that without the necessary
32 documentation, based on the analyses in the file, and in light of
33 the medical reports in the file, he must recommend affirming the
34 previous decisions of OCHAMPUS to deny cost-sharing for the
35 physical therapy sessions beyond 2 sessions per week for the first
36 60 days.

37 DENTAL CARE

38 The second issue involved in this appeal is whether the
39 dental services provided to the patient were adjunctive dental care
40 which was rendered in accordance with accepted professional medical
41 standards.

42 The Regulation concerning dental care is found at
43 paragraph 4, Basic Program Benefits. As part of Section E, Special
44 Benefit Information, dental benefits are explained. (See Insert 1
45 for the dental services portion of the Regulation.)

1 The Beneficiary testified during the hearing that the
2 dental care that she had was orthopedic in nature and was not
3 therefore excluded from CHAMPUS cost-sharing. A review of the file
4 in this matter persuades the undersigned Hearing Officer that
5 substantial evidence exists on the side of recommending that the
6 dental care received was orthopedic in nature and therefore could
7 be covered by CHAMPUS cost-sharing. (E. 12, p. 22; E. 28.) On the
8 other hand, the only evidence relied on by OCHAMPUS is the
9 evaluation by the medical director, who argues that based on the
10 medical evidence, OCHAMPUS has not been able to substantiate or
11 document that the care received by the Beneficiary, from her
12 treating physician, was standard medical care.

13 It appears to the undersigned Hearing Officer that this
14 is a classic conflict of interest and I choose to believe the
15 treating physician, and his documented reports, rather than the
16 undocumented but forcefully argued position of the OCHAMPUS medical
17 director.

18 The Beneficiary also complied with the preauthorization
19 requirement of the Regulation, Chapter IV, Section E(10)(c). As
20 part of the record, the preauthorization indeed appears. (E. 12,
21 p.15.)

22 Consequently, on the issue of dental services provided to
23 the patient, it is the recommended decision of the undersigned
24 Hearing Officer that the dental services provided were orthopedic
25 in nature, can be considered adjunctive medical care, and is
26 medically necessary in the treatment of an otherwise covered
27 medical condition.

28 DOUBLE COVERAGE

29 The third issue in this matter raised by OCHAMPUS for the
30 first time in THE STATEMENT OF OCHAMPUS POSITION, concerns double
31 coverage. It is uncontested that the Beneficiary was covered by
32 Social Security and therefor eligible for Medicare benefits as of
33 December 1, 1981. (E. 30.) It is the CHAMPUS position, therefore,
34 that any medical services cost-shared subsequent to that date were
35 excluded from coverage by the Regulation, and is subject to
36 recoupment action.

37 The applicable Regulation is found in Chapter VIII,
38 entitled Double Coverage. Section D, discussing retirees and
39 dependents of retirees, contains Section 3 which reads as follows:

40 "3. Title XVIII of the Social Security Act, as
41 Amended: Medicare.

- 42 a. Eligible for Part A., "Hospital Insurance."
43 A retiree, dependent of a retiree and a de-

1 pendent of a deceased active duty member or
2 retiree loses his or her eligibility for
3 CHAMPUS if, upon reaching sixty-five (65)
4 years of age, or because of disability or
5 chronic renal disease, he or she becomes
6 entitled to Hospital Insurance Benefits
7 (Part A) of Medicare. (Refer to CHAPTER III
8 of this Regulation, "Eligibility.")

9 (1) Under the circumstances described in
10 Paragraph D.3.a. of this CHAPTER VIII,
11 CHAMPUS eligibility ceases, even though
12 the person lives outside the United
13 States where Medicare benefits are not
14 available.

15 (2) If upon reaching age sixty-five (65),
16 a CHAMPUS beneficiary is not entitled
17 to "Hospital Insurance Benefits" (Part
18 A) of Medicare, eligibility for CHAMPUS
19 benefits continues. In such event the
20 CHAMPUS beneficiary must file a Social
21 Security Administration "Notice of Dis-
22 allowance (certifying to the fact that
23 he or she does not have entitlement to
24 Part A of Medicare) with the Uniformed
25 Service responsible for the issuance of
26 his or her ID card. A new ID card will
then be issued showing continued CHAMPUS
eligibility past age sixty-five (65).

b. 1972 Amendments to the Social Security Act:
Other Part A Eligibility. Certain persons
over sixty-five (65) years of age, who were
not previously entitled to Medicare Part A,
"Hospital Insurance Benefits," became
eligible to enroll in Part A after 30 June
1973 under the premium-HI provision of the
1972 Amendments to the Social Security Act.
Entitlement to Medicare Part A benefits
secured under these circumstances does not
result in loss of OCHAMPUS eligibility.
However, in every such instance of double
coverage with Medicare Part A, Medicare is
the Primary payor and CHAMPUS is the
secondary payor, and initial payment of CHAMPUS
benefits is not authorized.

c. Eligibility for Medicare Part B, "Medicare
Insurance." Any person age sixty-five (65)
years or over may elect to purchase Medicare

1 Part B coverage whether or not they are
2 eligible for Part A. Entitlement to coverage
3 only under Medicare Part B does not result
4 in a loss of CHAMPUS eligibility. However,
5 in every instance of double coverage with
6 Medicare Part B, Medicare is the primary
7 payor and CHAMPUS is the secondary payor
8 and initial payment of CHAMPUS benefits
9 is not authorized."

6 This issue is easily dealt with. The Beneficiary
7 testified during the hearing that she received no medical care for
8 treatment subsequent to December 1, 1981. Although there may have
9 been claim forms dated after December 1, 1981, upon close
10 examination, according to the Beneficiary, none of the claim forms
11 indicate treatment subsequent to December 1, 1981.

10 OCHAMPUS, through Attorney/Advisor Voharas, has agreed
11 that if there were no treatment dates after December 1, 1981 then
12 the issue of double coverage is moot. (E. 34.)

11 It appears from a review of the record that indeed no
12 treatment, the subject of this appeal, was rendered subsequent to
13 December 1, 1981. I therefore concur with OCHAMPUS that the issue
14 is moot.

14 SUMMARY

15 For reasons set forth in detail above, it is my
16 recommendation that the CHAMPUS position to deny cost-sharing for
17 the physical therapy be approved and upheld. There is no
18 substantial evidence in the file to indicate that the duration of
19 the Beneficiary's physical therapy was medically necessary or had
20 reasonably anticipated results beyond the initial 60 days, 2
21 sessions per week. There is no lack of discussion, both in writing
22 and orally, regarding the difficulty in treating the Beneficiary's
23 impairment, and perhaps the long-term physical therapy indeed is
24 the only efficacious way of treating her impairment. Nevertheless,
25 the Regulation requires documentation of medical necessity and of
26 reasonably anticipated results. The Sponsor and Beneficiary
indicated and acknowledged during the hearing that such
documentation was lacking. They were given the opportunity to add
to the record to document the two requirements. Having failed to do
so, it is the recommended decision that the CHAMPUS position be
affirmed.

25 With regard to the second issue, that of dental services,
26 it is my recommended decision that the CHAMPUS position be
reversed. I find substantial evidence in the record that the dental
care received by the Beneficiary was orthopedic in nature and

1 therefore adjunctive medical care. The overwhelming weight of the
2 medical evidence plus the testimony of the Beneficiary and Sponsor,
3 convinces me that the CHAMPUS position is not supported by
4 substantial evidence.

5 With regard to the third issue, based on the written
6 position of OCHAMPUS filed subsequent to the hearing, and a review
7 of the claim forms, it is the recommended decision of the
8 undersigned Hearing Officer that the claim for double coverage is
9 moot, and should be and is therefore recommended for abandonment by
10 OCHAMPUS.

11 DATED: July 12, 1984.

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Sherman R. Bendalin
Sherman R. Bendalin
CHAMPUS Hearing Officer

" 10. Dental. The CHAMPUS Program does not include a dental benefit. Under very limited circumstances benefits are available for dental services and supplies when the dental services are adjunctive to otherwise covered medical treatment.

a. Adjunctive Dental Care: Limited. Adjunctive dental care is limited to that dental care which is medically necessary in the treatment of an otherwise covered medical (not dental) condition, is an integral part of the treatment of such medical condition and is essential to the control of the primary medical condition.

- (1) Elimination of a non-local oral infection (such as cellulitis or osteitis) which is clearly exacerbating and directly affecting a medical condition currently under treatment would be an example of adjunctive dental care.
- (2) Another example of adjunctive dental care would be where teeth and tooth fragments must be removed in order to treat and repair facial trauma resulting from an accidental injury.

NOTE: The test of whether or not dental trauma is covered is whether or not the trauma is solely dental trauma. Dental trauma must be related to, and an integral part of, medical trauma in order to be covered as adjunctive dental care.

b. General Exclusions. Generally, preventive, routine, restorative, prosthodontic and/or emergency dental care are not covered by CHAMPUS.

- (1) Dental care which is essentially preventive and (even if performed to prevent a potential medical condition) which is not an integral part of the treatment of a medical (not dental) condition, does not qualify as adjunctive dental care for the purposes of CHAMPUS. An example would be routine dental care provided a rheumatic heart patient as a "preventive" measure.
- (2) Adjunctive care does not include dental services which involve only the teeth and/or their supporting structure, even if the result of an accident. An example would be the child who falls and breaks, chips or loosens a tooth.
- (3) Adjunctive dental care does not include restoration or periodontal splinting of teeth and/or dental

prosthesis, whether permanent or temporary and whether required as a result of an accidental injury or whether injured, affected or fractured during the medical or surgical management of a medical condition.

- (4) Adjunctive care does not include treatment of periodontal disease and/or the consequence of periodontal disease; nor does it include such dental services as filling cavities or adding or modifying bridgework to assist in mastication whether or not related to gastrointestinal or hematopoietic diseases.
- (5) All orthodontia is specifically excluded, except when directly related to and as an integral part of, surgical correction of a cleft palate congenital anomaly.

c. Preauthorization Required. Adjunctive dental care, in order to be covered requires prior approval and written preauthorization from the Director, OCHAMPUS (or a designee).

- (1) The preauthorization request must include a detailed statement from the dentist as to the dental procedure to be performed and its cost, and a statement from the attending physician providing the medical evidence as to its relationship to a medical condition currently under treatment.
- (2) Such preauthorization is for specific dental service and is valid for only ninety (90) days from date of issuance.
- (3) If the approved adjunctive dental care is not rendered within the ninety (90) day period, a new preauthorization is required. However, unless some unusual medical circumstance occurs, the fact that the dental care was not rendered during the specified time limit will raise significant question as to whether it was, in fact, adjunctive.
- (4) Preauthorization is required for each specific adjunctive dental service or appliance (i.e., each instance of dental care), even though related to an ongoing medical episode. A preauthorization is not valid for any adjunctive dental service or supply except as specifically stated in the preauthorization.
- (5) Where adjunctive dental care involves an emergency medical (not dental) situation (such as facial injuries resulting from an accident), preauthorization is waived.

However, such waiver is limited to the essential adjunctive dental care related to the medical condition requiring the immediate emergency treatment. When claims are submitted for such adjunctive dental care rendered in an emergency situation, a complete explanation along with supporting medical documentation must be submitted.

- d. Covered Oral Surgery. Notwithstanding the above limitations on dental care, there are certain oral surgical procedures which are performed by both physicians and dentists, and which are essentially medical rather than dental care. For the purposes of CHAMPUS, the following procedures, whether performed by a physician or dentist, are considered to be in this category and benefits may be extended for otherwise covered services and supplies without preauthorization:
- (1) Excision of tumors and cysts of the jaws, cheeks, lips, tongue, roof and floor of the mouth, when such conditions require a pathological (histological) examination.
 - (2) Surgical procedures required to correct accidental injuries of the jaws, cheeks, lips, tongue, roof and floor of the mouth.
 - (3) Treatment of oral and/or facial cancer.
 - (4) Treatment of fractures of facial bones.
 - (5) External (extra-oral) incision and drainage of cellulitis.
 - (6) Surgery of accessory sinuses, salivary glands or ducts.
 - (7) Reduction of dislocations and the excision of the temporomandibular joints, when surgery is a necessary part of the reduction.
 - (8) Any oral surgical procedure which falls within the cosmetic, reconstructive and/or plastic surgery definition is subject to the limitations and requirements set forth in Subsection E.8. of CHAPTER IV of this Regulation, "Basic Program Benefits."

NOTE: Preparation of the mouth for dentures is not a covered oral surgery procedure. Also excluded are the removal of unerupted or partially erupted, malposed and/or impacted teeth, with or without the attached follicular or development tissues.

- e. Inpatient Hospital Stay in Connection with Non-Adjunctive, Non-Covered Dental Care. Institutional benefits specified in Section B. of this CHAPTER IV may be extended for inpatient hospital stays related to non-covered, non-adjunctive dental care when such inpatient stay is medically necessary to safeguard the life of the patient from the effects of dentistry because of the existence of a specific and serious non-dental organic impairment currently under active treatment. (Hemophilia is an example of a condition that could be considered a serious non-dental impairment.) Preauthorization by OCHAMPUS is required for such inpatient stay to be covered in the same manner as required for adjunctive dental care described in Paragraph E.10.c. (and its subparts) of this CHAPTER IV. Regardless of whether or not the preauthorization request for the hospital admission is approved and thus qualifies for institutional benefits, the professional service related to the non-adjunctive dental care is not covered. "