

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF DIRECTOR

ACTION REFERRAL

TO <i>Singleton</i>	DATE <i>2-24-14</i>
------------------------	------------------------

DIRECTOR'S USE ONLY	ACTION REQUESTED
1. LOG NUMBER <i>000292</i>	<input type="checkbox"/> Prepare reply for the Director's signature DATE DUE _____
2. DATE SIGNED BY DIRECTOR <i>cc: Mr. Heck, Kost</i> <i>Cleared 3/13/14, e-mail</i> <i>response attached.</i>	<input checked="" type="checkbox"/> Prepare reply for appropriate signature DATE DUE <i>3-5-14</i>  <input type="checkbox"/> FOIA DATE DUE _____  <input type="checkbox"/> Necessary Action

APPROVALS (Only when prepared for director's signature)	APPROVE	* DISAPPROVE (Note reason for disapproval and return to preparer.)	COMMENT
1.			
2.			
3.			
4.			



**RECEIVED**

FEB 21 2014

Department of Health & Human Services  
OFFICE OF THE DIRECTOR

18 February 2014

Anthony Keck, MD, Director  
SC DHHS  
PO Box 8206  
Columbia, SC 29202

Dear Dr. Keck,

I respectfully submit this letter to request your help. Since 2009, we have had numerous challenges with the MCOs in SC. Issues eventually resolve, but only with constant, costly administrative efforts and constant and needlessly repetitive pursuit of fair reimbursement.

We are a small business, employing fourteen SC citizens and treating 160 infants/children each week with complicated feeding and communication disorders. We uphold rigorous standards of excellence, exceed standards for continuing education, and provide highly specialized services otherwise unavailable outside of MUSC.

However, we struggle with meeting MCO demands, often by phone, such as "We need you to prove that this child's parent is complying with the home plan, or we will not pay for therapy" or "I've been meaning to call you for two weeks, now we need \_\_ document in 24 hours". We also experience compensation problems. In addition to Select Health's policy to reduce reimbursement 20% below the MA rate and disallow balance-billing with primary insurance, multiple delays impair our viability as a business. They drain our working capital and compromise our fiscal responsibility for payroll and budgeting. Current challenges (October through today):

**All MCOs –**

1. Failure to publish a 2014 fee schedule reflecting new CPT codes for speech-language evaluations that were effective 1/1/14.
2. Failure to explain why there is no fee schedule.
3. Failure to reimburse 7 new evaluations to date in 2014.
4. Revenue lost to date for 5@CPT code 92523: \$595 (assumes MA reimbursement rate).
5. Revenue lost to date for 2@CPT code 92521: \$238 (estimate).

**Absolute Total Care –**

1. Multiple claims were improperly denied with edit code IM noted "Resubmit with modifier specified by state for proper payment."
2. However, none of the claims required a modifier; the edit was incorrect.
3. A rep required my billing specialist to rectify all the claims by creating a spreadsheet and then resubmitting.
4. Administrative time on this project to date: \$250.
5. Revenue lost to date: \$2,459.

**First Choice by Select Health –**

1. The remittance system experienced an internal glitch the last three weeks, miscalculating 4 units as 1 unit, therefore each hour of individual speech therapy was reimbursed only \$19 rather than \$79.
2. In addition, our billing specialist was informed that she could only rectify five claims per phone call, and would be at the bottom of the phone queue for all subsequent calls, and resolution could take "awhile."
3. Our billing specialist made further calls, seeking a better answer, and was somewhat successful; she was promised resolution "soon".
4. Administrative time on this project to date: \$350.
5. Revenue lost to date: \$2,580.

**BlueChoice –**

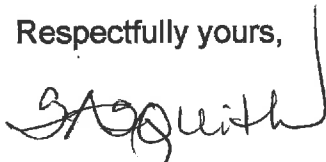
1. We have been in network with BlueChoice since 2009. As the president/owner, I signed the contract and was properly credentialed. However, when BC revised their computer system in the fall of 2013, I was deleted from the system, no claims have been paid since October, and I have had to apply for a new credential.
2. Administrative time on this project to date: \$390.
3. Revenue lost to date: \$2,379.

**Total economic impact on my business in a 3-month period: \$9,241**

Clearly this situation is untenable. Carolina Speech & Language has been an active, thriving business for thirteen years, but the last four have threatened our continuation. Other providers throughout the state concur and experience the same difficulties. We simply want to continue the hard and careful work we have always done, and then be recompensed fairly and in a timely fashion.

Please contact me directly with any questions.

Respectfully yours,

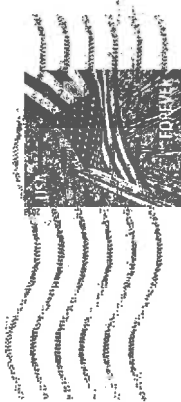


Sally Asquith, MS, CCC-SLP  
Pediatric Speech-Language Pathologist  
President/Clinical Owner

Cc: Governor Nikki Haley  
Bill Collins, Mayor of Summerville  
Representative Jenny Horne  
SC Insurance Commission  
Laurie Alban Havens, American Speech-Language-Hearing Association  
SC Speech-Language-Hearing Association  
Capitol Consultants

CAROLINA SPEECH AND LANGUAGE  
221 STALLSVILLE RD  
SUMMERVILLE SC 29485

CHARLESTON SC 29401  
20 FEB 2014 PM 7:11



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FEB 21 2014

ANTHONY KECK MD  
DIRECTOR  
SC DHHS  
PO BOX 8206  
COLUMBIA SC 29202

Department of Health & Human Services  
OFFICE OF THE DIRECTOR

29202+8206



3/13/2014 E-mail correspondence attached. To Natp 2/26/14

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF DIRECTOR

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FEB 26 2013

Department of Health & Human Services  
Office of Health Programs

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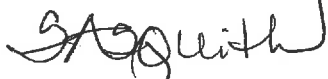
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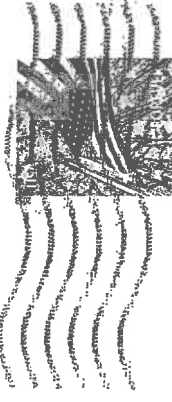


Sally Asquith, MS, CCC-SLP  
Pediatric Speech-Language Pathologist  
President/Clinical Owner

Cc: Governor Nikki Haley  
Bill Collins, Mayor of Summerville  
Representative Jenny Horne  
SC Insurance Commission  
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20 FEB 2014 PM 4:21



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ANTHONY KECK MD  
DIRECTOR  
SC DHHS  
PO BOX 8206  
COLUMBIA SC 29202

Department of Health & Human Services  
OFFICE OF THE DIRECTOR

29202+8206



## Cynthia Gore

---

**From:** Nathaniel Patterson  
**Sent:** Thursday, March 13, 2014 9:36 PM  
**To:** Valeria Williams; Stephen Boucher; Evan Gessner; Jon Tapley; Amanda Q. Williams; Kevin Bonds, FACHE; Bryan Amick  
**Cc:** Deirdra Singleton; Cynthia Gore; Stephanie Cox; Jan Polatty  
**Subject:** Fwd: Select Health Contract Clause  
**Attachments:** select health agreement extract.pdf; ATT00001.htm

This provider's response is awesome. Everybody did a wonderful job today. Thank you all for assisting with this effort.

Great teamwork!

Sent from my iPhone

Begin forwarded message:

**From:** Bob Johnson <[b.johnson@mycsal.com](mailto:b.johnson@mycsal.com)>  
**Date:** March 13, 2014 at 19:21:18 EDT  
**To:** <[PATTNAT@scdhhs.gov](mailto:PATTNAT@scdhhs.gov)>, <[boucher@scdhhs.gov](mailto:boucher@scdhhs.gov)>  
**Cc:** 'Sally Asquith' <[s.asquith@mycsal.com](mailto:s.asquith@mycsal.com)>  
**Subject:** Select Health Contract Clause

Nate and Steve:

Thank you again for your prompt and detailed attention to the issues Sally raised in her February 18th letter to Dr. Keck. We truly appreciate your efforts to help resolve our issues with the MCOs.

At the meeting, Evan Gessner asked for an extract of our contract with Select Health where we are precluded from talking with beneficiaries of Select Health policies concerning considering other MCOs or insurance. I have attached a 3-page excerpt that shows the 1st page of the November 1, 2011 contract, the page where the cited clause is placed (page 11, section 3.10), and the signature page (page 20) showing this to be a fully executed contract.

Sally and I also note that John Tapley already has sent an email to the MCOs concerning the fee schedule for speech and feeding therapy evaluations. Again, we greatly appreciate this prompt and definitive response to our concerns.

We are greatly heartened and honored that you have taken our concerns seriously, frankly discussed the issues involved with us, and followed up with quick, decisive responses in all matters where you have found such action warranted.

While neither Sally nor I seek the need to elevate issues such as these again, we are comforted and satisfied in the knowledge that government leaders such as you respond quickly to assess the situation and are not reluctant to take prompt, decisive action when needed.

Sincerely,

Bob Johnson  
Business Manager  
Carolina Speech and Language Center, Inc.  
221 Stallsville Loop Road  
Summerville, SC 29485

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO SECTION 15-48-10 ET SEQ. OF THE SOUTH CAROLINA CODE OF LAWS (THE SOUTH CAROLINA UNIFORM ARBITRATION ACT), AS MODIFIED HEREIN.

**SELECT HEALTH OF SOUTH CAROLINA, INC.  
PROVIDER PARTICIPATION AGREEMENT  
MEDICAID PLAN**

**THIS AGREEMENT** (the "Agreement") is made this 10<sup>th</sup> day of November, 2011 (the "Effective Date"), between **SELECT HEALTH OF SOUTH CAROLINA, INC.**, a South Carolina corporation (hereinafter referred to as "PLAN"), **Carolina Speech and Language, Inc.** (hereinafter referred to as "PROVIDER").

**WHEREAS, PLAN** has been granted a contract with the Medicaid Managed Care Program (Medicaid Program) of the South Carolina Department of Health and Human Services (SCDHHS) and is certified and licensed as a health maintenance organization by the South Carolina Department of Insurance (DOI); and

**WHEREAS, PROVIDER** desires to provide or arrange for the provision of certain health services to PLAN's Members;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, conditions and terms contained herein, the parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

- 1.1 **Care Coordination** - The manner or practice of planning, directing and coordinating health care needs and services of Medicaid MCO Program members.
- 1.2 **Care Coordinator** - The individual responsible for planning, directing and coordinating services to meet identified health care needs of Medicaid MCO Program members.
- 1.3 **Case Manager** - The individual responsible for identifying and coordinating services necessary to meet service needs of Medicaid MCO Program members.
- 1.4 **Clean Claim** - Claims that can be processed without obtaining additional information from the Provider of the service or from a third party
- 1.5 **Compensation** means remuneration to the Participating Provider for services rendered to PLAN members through capitation and/or Other Services payment for the procedures as listed herein;
  - A. Attachment A (Covered Services) is the listing of services provided by the PROVIDER and covered by the PLAN for Medicaid Members.
  - B. Attachment B (Payment for Services) is the listing of fees paid by the PLAN to the PROVIDER for services rendered to PLAN's Medicaid Members. Remuneration is to be paid subject to receipt and processing of Other Services claim.

3. PROVIDER shall make office work space available for representatives of HHS, the State Auditor's Office, the Office of the Attorney General, General Accounting Office, Comptroller General, and SCDHHS, when the representatives are inspecting or reviewing any records related to the provision of services under this Agreement.

### 3.8 Licensure and Privileges

- A. The PROVIDER shall be currently licensed and/or certified under applicable state and federal statutes and regulations and shall maintain throughout the term of the Agreement all necessary licenses, certifications, registrations and permits as are required to provide the health care services and/or other related activities delegated by the PLAN.
- B. Evidence of such licensing shall be provided to PLAN within fifteen (15) days of the date of this Agreement. In addition, PROVIDER and/or its physicians must have and maintain active staff membership and full admission privileges at a minimum of one of PLAN's Participating Provider Hospitals or have arrangements made with another contracted provider or hospitalist, preferably, within the county network, to provide inpatient services. PROVIDER agrees to give immediate notice to PLAN in the event of suspension, revocation or restriction, or initiation of any proceeding of any kind that could result in the suspension, revocation or restriction, of such licensure, staff membership, or hospital privileges.
- C. PROVIDER shall ensure that all ancillary personnel who provide any service under this Agreement are duly licensed or otherwise authorized by law to practice their health care profession, and that such licensure or authorization is maintained at all times during the term of this Agreement.

3.9 Nondisclosure - PROVIDER shall not release any information regarding the terms set forth in this Agreement to any person or entity without PLAN's prior written consent, except such information as may be necessary to disclose to agents, affiliates, attorneys, accountants, or Members in order to carry out the terms of this Agreement. This provision shall survive termination of the Agreement.

3.10 Solicitation of Members - Neither PROVIDER or any employee or agent of PROVIDER shall advise or counsel any PLAN Member to end enrollment with PLAN, or solicit any such Member to become enrolled with any other health maintenance organization or other hospitalization or medical payment plan or insurance policy except for medically necessary reasons.

3.11 Notice of Relocation - PROVIDER is currently providing health care services at the facility location set forth herein. PROVIDER agrees to notify PLAN in writing of changes to practice location.

## ARTICLE 4 FISCAL RELATIONS

4.1 Compensation - PROVIDER's entire compensation from PLAN for Covered Services to PLAN Members shall be as described in Attachment B, "COMPENSATION". Attachment B is attached and made a part herein.

- 9.16 **Conflict of Document** – If this Agreement is in conflict with the Provider Manual which is updated from time to time, the later-dated document shall control. If this Agreement and Provider Manual is in conflict with the SCDHHS Contract or Policy and Procedure guide, the SCDHHS documents supersedes.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

PROVIDER

SELECT HEALTH OF SOUTH CAROLINA, INC.

BY: 

BY: 

NAME: Sally A. Asquith

Authorized Agent

NAME: Cindy Helling

Authorized Agent

TITLE: President/Owner

TITLE: Executive Director

DATE: 9/26/11

DATE: 11/4/11

OFFICIAL PAYEE NAME: Carolina Speech & Language Center, Inc.

ADDRESS: 221 Stallsville Rd Summerville SC 29485