

DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF DIRECTOR

ACTION REFERRAL

TO	DATE
Roberts	6-27-12

DIRECTOR'S USE ONLY		ACTION REQUESTED	
1. LOG NUMBER	101498	<input type="checkbox"/> Prepare reply for the Director's signature	DATE DUE _____
2. DATE SIGNED BY DIRECTOR	cc: Mr. Keck, Singleton, WalDROP Claus 9/27/12, letter attached	<input checked="" type="checkbox"/> Prepare reply for appropriate signature	DATE DUE <u>7-10-12</u>
		<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

JUN 27 2012

Department of Health & Human Services
OFFICE OF THE DIRECTOR

SINCERE HOME CARE
608 East Springs Rd.
Columbia, SC 29223

Anthony E. Keck
Medicaid Director
S.C. Dept of H.H.S.
P.O. Box 8206
Columbia, S.C. 29202

June 21, 2012

Dear Mr. Keck

Re: Penalties
Medicaid #EXX0644

I was advised to write to you regarding the following problem. In 2010 Sincere Home Care was audited by S.C. Dept of Health Human Services. CLTC. During the audit we were asked to provide additional information which we always provided promptly. We inquired periodically as to the status of our audit. We were told that we were pretty much in compliance. There appeared not to be any serious violations.

However the original surveyor left and a second surveyor took over our audit. Sometime in late 2010 we received the findings of the audit. I was devastated to learn that we had violations amounting to \$120,000. We immediately contacted the sending agency to inform them that we would like a hearing. We were granted a hearing. After protest from Sincere regarding the amount a revised Detailed Claims Report was provided to Sincere reducing the penalty to \$100,598.00

I will note the violations stated. A spouse doing her husband for pm care, a personal care attendant provided am care. We were penalized for the entire time in the amount of \$22,080.00 We readily agreed that we erred in allowing the spouse to do her husband.

We were charged with missing authorizations for HHSCI patients. We provided authorizations that were not acceptable HASCI patients are not re-authorized unless there is a change in their status. The penalty was \$45,744.00

We were charged numerous times for missing initial and or missing signature, such as only one or the other was recorded but, not both. At no time were we accused of Medicaid

Fraud. We stated that all services that we billed had been provided. They stated that they were not saying that we did not provide the service, but it was not properly documented. We called the patients involved and all but one were willing to give statements to the effect that the service in question was in fact provided. However the hearing officer was not amenable to the idea and so we were penalized \$100,598.00

We argued that if our aides had not been performing the service as contracted the caregiver would have complained to their caseworker and our agency would have been replaced. This did not occur because we were working as contracted. This explanation was not acceptable either.

After being told that we would have to pay the \$100,598 we decided to obtain the service of an attorney. We could not afford the cost of an appeal, therefore we asked the attorney if he could reach a settlement, which he did in the amount of \$89,726

Our monthly payments were \$7286 per month for 12 months. We could not possibly pay this amount so we asked them to allow us to pay in 24 months. Our account was being debited each month. Finally it reached the point where our patient load was such that most of the time two or even three attempts had to be made in order to retrieve the amount. We reached the point of having to pay the aides and nurses who made required visit from other receivables. We could not continue to do this, therefore we had to terminate our contract with CLTC.

Sir our financial situation is so fragile that we just cannot pay anything. Our monthly income is between \$36,000 and \$38,000 a month. The express purpose of this letter is to ask forgiveness for the balance of \$43,051, we have paid a total of \$46,674

The problem could possibly cause the end to a business we have worked very hard to build. I am a single female, head of household, and this is my livelihood. If we had falsified time records to steal money from the government I would not be writing this letter, I would just accept the penalty. I have been forced to terminate my contract with CLTC, I pray that I will be able to continue working in the field of my choice, which is caring for those who are unable to care for themselves.

Please give this request your sincere and compassionate consideration.

Yours Very Truly,
Denise E. Bryant
Bertha L. Griffin



September 27, 2012

Ms. Bertha L. Griffin
Sincere Home Care
608 East Springs Road
Columbia, South Carolina 29223

RE: Sincere Home Care
Provider #: EX0644
Request for Forgiveness of Debt

Dear Ms. Griffin:

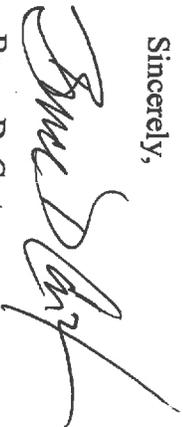
Pursuant to our telephone conversation, I have discussed your request and your situation with the management staff of our Community Long Term Care (CLTC) area. I apologize for the time it has taken to get back to you. Your request was one that required considerable discussion.

It is our understanding that you have terminated your contract with CLTC. Based on that information, the South Carolina Department of Health and Human Services (SCDHHS) will agree to suspend collection of the outstanding \$43,051.00 balance of your debt provided that you agree that Sincere Home Care will not re-apply to become a Medicaid provider. If Sincere Home Care applies to become a Medicaid provider, the full balance of \$43,051.00 becomes due and payable as a condition of becoming a provider.

If this proposal is acceptable to you, please sign both copies of the enclosed Agreement and return them in the enclosed pre-paid envelope. Upon receipt of the signed Agreement, SCDHHS will sign the Agreement and send one of the executed Agreements to you.

Please contact me should you have any questions or if I can be of additional assistance. I may be reached at 803.898.2793 (office) or by email at carterbd@scdhhs.gov.

Sincerely,



Bruce D. Carter
Assistant General Counsel

cc: Sam Waldrep, SCDHHS

MEMORANDUM OF AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

SINCERE HOME CARE

THIS MEMORANDUM OF AGREEMENT is entered into as of the _____ day of _____, 2012, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS", and Sincere Home Care, 608 East Springs Road, Columbia, South Carolina, 29223, hereinafter referred to as "Sincere".

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of medical assistance under Title XIX of the Social Security Act;

WHEREAS, Sincere enrolled as a provider of Medicaid covered services under provider number EX0644;

WHEREAS, SCDHHS notified Sincere of a determination that Sincere had been overpaid Public Law 103-66 mandates State Title XIX agencies to seek recovery from the estates of in the amount of \$100,598.00 by letter of November 1, 2010;

WHEREAS, Sincere timely filed an appeal of the overpayment determination with the Division of Appeals and Hearings of SCDHHS which was designated as Case Number 10-PA-103;

WHEREAS, SCDHHS and Sincere entered into a consent agreement in which Sincere withdrew its appeal and SCDHHS agreed to reduce the overpayment amount to \$85,000.00;

WHEREAS, Sincere has made payments to SCDHHS in the amount of \$46,674.00;

WHEREAS, Sincere has requested that SCDHHS forgive the balance due to SCDHHS in the amount of \$43,051.00; and

WHEREAS, SCDHHS and Sincere desire to enter into an agreement to resolve this matter amicably;

NOW, THEREFORE, SCDHHS and Sincere, in consideration of the exchange between them of mutual promises, covenants and conditions set forth herein, agree as follows:

1. Sincere Home Care Obligations

In return for SCDHHS agreeing to hold the remaining amount of overpayment in abeyance and to suspend any collection activity associated with said overpayment, Sincere agrees to termination of its Provider Agreement with SCDHHS and to not seek reinstatement as a Medicaid provider.

Sincere acknowledges and agrees that in the event Sincere applies to become a Medicaid provider, the full amount of the overpayment being held in abeyance will become due and payable as a condition precedent for Sincere to become a Medicaid provider.

2. SCDHHS Obligations

In return for Sincere's agreement to termination of its Provider Agreement and to not seek reinstatement as a Medicaid provider, SCDHHS agrees to hold the \$43,051.00 balance of the overpayment due from Sincere in abeyance and to suspend all collection activity related to such overpayment.

SCDHHS shall refrain from any attempts to collect the balance of the overpayment unless Sincere applies to be reinstated as a Medicaid provider. In the event that Sincere applies for reinstatement or otherwise seeks to become a Medicaid provider, SCDHHS shall be entitled to collection of the outstanding balance as a condition precedent to Sincere becoming a Medicaid provider.

IN WITNESS WHEREOF, SCDHHS AND Sincere, by their authorized agents, in consideration of the mutual promises, covenants, and conditions exchanged between them, have executed this Agreement to be effective as of the ____ day of _____, 2012.

South Carolina Department of
Health & Human Services

Sincere Home Care

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