



KEVIN L. BRYANT
LIEUTENANT GOVERNOR

STATE OF SOUTH CAROLINA
OFFICE OF THE LIEUTENANT GOVERNOR

POST OFFICE BOX 142
COLUMBIA, SOUTH CAROLINA 29202

Memorandum and Documentation

TO: Terrylynn DiChiara, SC Division of Veteran's Affairs

FROM: Catherine McNicoll, Director of Legal and Legislative Affairs

DATE: November 29, 2017

SUBJECT: Veteran Directed Home and Community Based Services Program (VDHCBS)

Please find enclosed the documents that you requested during your conversation with Anne Wolf at the Lieutenant Governor's Office on Aging. I have also included some additional documents and the list below to provide some context; however this does not represent the entire situation.

Exhibit 1 - May 15, 2016 - Provider Agreement between Dorn VA and the Lieutenant Governor's Office on Aging

Exhibit 2* - October 18, 2017 - Email Correspondence from Area Agency on Aging Director to Lieutenant Governor's Office on Aging and Attached Letter from Dorn VA to Veteran (Veteran information redacted)

Exhibit 3* - November 1, 2017 - Email Correspondence from Area Agency on Aging Director to Lieutenant Governor's Office on Aging and Attached Frequently Asked Questions from Dorn VA to Veteran

Exhibit 4 - November 28, 2017 - Letter from Catherine McNicoll, Lieutenant Governor's Office on Aging to David Omura, Dorn VA

Exhibit 5 - November 29, 2017 - Email thread in response to November 28, 2017 letter (Exhibit 4)

*Please note that the date in the header for these emails is not the date they were received by the Lieutenant Governor's Office on Aging, the relevant date is lower in the document.

Exhibit 1



DEPARTMENT OF VETERANS AFFAIRS
Dorn VA Medical Center
6439 Garners Ferry Road
Columbia, SC 29209

May 19, 2016

In Reply Refer To: 544/00

Lieutenant Governor's Office on Aging
Attn: Denise Rivers, LMSW
1301 Gervais Street, Suite 350
Columbia, South Carolina 29209

Dear Ms. Rivers,

I am pleased to inform you that new Department of Veterans Affairs (VA) business and clinical processes for the Veterans Choice Program (VCP) allow VA medical facilities to partner directly with community care providers to deliver health care services not readily available under existing contract vehicles.

Since you currently provide care to Veterans as a result of individual authorizations (UB04's) through the Aging network, VA requests you migrate to the new Veteran's Choice (VCP) Provider Agreement. The agreement establishes a direct relationship with VA and does not involve a contracting network. It will be the primary vehicle through which VA will authorize and pay for services.

Enclosed please find a VCP Provider Agreement, a VCP Provider Agreement Quick Reference Guide outlining the need to submit qualification and licensure documentation requirements for individual practitioners and an attachment which outlines agreed upon administrative fees, veteran monthly ranges for services and assessment fees, by county. A Frequently Asked Questions (FAQ) document is included for additional information.

If you have any questions regarding the VCP Provider Agreement Initiative please contact your local VA medical facility at 803-776-4000 x 7702.

Once the VCP Provider Agreement and monthly fees attachment are signed, Dorn VAMC will begin authorizing care under the VCP. I appreciate your continued support of our mission to provide quality health care to Veterans and look forward to our partnership.

Sincerely,

Timothy B. McMurry
Medical Center Director



DEPARTMENT OF VETERANS AFFAIRS
Dorn Medical Center
6439 Garners Ferry Road
Columbia, South Carolina 29209

June 9, 2016

Lieutenant Governor's Office on Aging
1301 Gervais St Suite 200
Columbia, SC 29201

Dear Lieutenant Governor's Office on Aging,

Please find enclosed a copy of the signed Veterans Choice Program (VCP) Provider Agreement you entered into with the Department of Veterans Affairs (VA). I would like to thank you for your willingness to provide care to our Veterans.

This VCP Provider Agreement will replace individual authorization based forms of purchasing care for Veterans. If you already provide care to Veterans through other VA Community Care programs, your local VA medical facility can help you transition to the VCP Provider Agreement.

Payment for services will be made in accordance with the terms of the enclosed VCP Provider Agreement.

If you have any questions regarding the VCP Provider Agreement, please contact your local VA medical facility at 803-776-4000 ext. 4778.

I appreciate your continued support of our mission to provide quality and timely health care to Veterans and look forward to our partnership through the VCP Provider Agreement.

Sincerely,

Timothy McMurry
Medical Center Director
WJB Dorn VA Medical Center

Encl:
Approved VCP Provider Agreement



A. GENERAL

1. In accordance with section 101 of the Veterans Access, Choice, and Accountability Act of 2014 (the Act) (Public Law 113-146, 128 Stat. 1754), as amended, and 38 C.F.R. §§ 17.1500-1540, the Department of Veterans Affairs (VA) shall pay for non-VA hospital care and medical services that are authorized by VA for eligible Veterans.
2. In order to receive payment for hospital care or medical services furnished under the Veterans Choice Program, the non-VA hospital care or medical services provider (hereafter "provider") shall sign this agreement to provide eligible Veterans with hospital care and/or medical services authorized by VA. The term provider includes dental services providers and the term medical services shall be deemed to include dental services.
3. The provider shall be one of the following: a) A health care provider that is participating in the Medicare program under title XVIII of the Social Security Act (42 U.S.C. § 1395 et seq.), including any physician furnishing services under such program and a Federally-qualified health center as defined in section 1905(1)(2)(B) of the Social Security Act; b) a Department of Defense medical treatment facility; c) an Indian Health Service medical facility; or d) a provider not otherwise covered by a) - c) who meets criteria established by VA through regulations.
4. The provider shall maintain the same or similar credentials and licenses as those required of VA health care providers as defined in VHA Handbook 1100.19, Credentialing and Privileging, and VHA Directive 2012-030, or subsequent issue, available online at: <http://www.va.gov/vhapublications/>. These include but are not limited to full and unrestricted licensure in the State in which hospital care and/or medical services are being delivered; and Federal and when required State authority to prescribe controlled substances. Providers shall submit current verification of their licenses and credentials to VA at least once per 12-month period. Any entity that provides hospital care or medical services under this agreement shall ensure that its providers who are furnishing hospital care and/or medical services under this agreement meet these standards. An entity may submit verification information on behalf of its individual providers. Additionally providers shall certify that they have acquired and maintain medical malpractice insurance in an amount in accordance with the laws of the State and locality in which the furnished hospital care and/or medical services shall be provided that will cover acts and omissions that occur during the entire period of this agreement.
5. If the provider is or has been licensed, registered, or certified in more than one State, the provider shall certify that none of those States has terminated such license, registration, or certification for cause, and that the provider has not voluntarily relinquished such license, registration, or certification in any of those States after being notified in writing by that State of potential termination for cause.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

6. The provider shall notify VA within 15 days if any State in which the provider is licensed, registered, or certified terminates such license, registration, or certification for cause, or if the provider voluntarily relinquishes such license, registration, or certification after being notified in writing by that State of potential termination for cause. Termination or relinquishment of license, registration, or certification is cause for immediate termination of this agreement. See Section G herein.
7. All services, facilities, and providers shall be in compliance with all applicable Federal and State regulatory requirements. Any provider on the Health and Human Services Office of Inspector General (HHS OIG) exclusionary HHS OIG/LEIE Exclusionary List or the Excluded Parties List System (EPLS) now known as System for Award Management (SAM) <https://www.sam.gov/portal/SAM/#1#1> list shall be prohibited from providing hospital care or medical services under this agreement. The Excluded Parties List System (EPLS) was a Web-based system where a Federal agency can "exclude," i.e, suspend or debar, businesses or individuals from receiving contracts or assistance for various Reasons, such as a conviction of or indictment for a criminal or civil offense or a serious failure to perform to the terms of a contract. This Web-based system has now merged with System for Award Management (SAM) by Federal General Services Administration (GSA).
8. Payment shall be made under this agreement only for the hospital care or medical services authorized by VA in the supporting documents for this agreement. The provider shall contact VA to receive authorization prior to providing any hospital care and/or medical services the provider believes are necessary that are not identified in the authorization VA submits to the provider. This agreement shall not cover emergency care that is not ancillary to authorized care. In certain situations, VA shall reimburse for emergency care consistent with 38 C.F.R. §§ 17.120-132 and 17.1000-1008.
9. The provider shall submit a copy of all medical and dental records related to a Veteran's care provided under this agreement to VA within 30 days of the appointment to the VA facility responsible for the issuance of this agreement.
10. The provider shall inform the VA facility responsible for the issuance of this agreement of any scheduled appointments for hospital care and/or medical services authorized under this agreement that are missed by a Veteran. This information should be shared with VA within 5 business days of the missed appointment. VA is not responsible for the reimbursement of any fees or costs associated with missed appointments and shall only reimburse the provider in accordance with section C of this agreement for authorized hospital care and/or medical services that are actually furnished.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

B. SCOPE OF AGREEMENT

1. Subject to the limitations in other provisions of this agreement, this agreement covers all authorized hospital care and medical services.

C. COVERED SERVICES

1. The provider agrees to furnish only medically necessary hospital care and/or medical services authorized by an authorized VA official on the supporting documents for this agreement. If the provider determines that additional hospital care and/or medical services are needed beyond the scope of the initial authorization, the provider shall contact VA to request an authorization to furnish such additional hospital care and/or medical services. The provider shall follow VA National Formulary policy for medication orders; however, if the clinical justification is consistent with VA Non-Formulary Policy, non-formulary medication may be dispensed by VA. The Pharmacy Benefits Management Services (<http://www.pbm.va.gov/nationalformulary.asp>) Web site contains the VA National Formulary.

D. PAYMENT

1. Payment for hospital care and medical services provided under this agreement shall be at the rates paid by the United States to a provider of services or a supplier under the Medicare program under title XVIII of the Social Security Act for the same hospital care or medical services (applicable Medicare Fee Schedule or Prospective Payment System (PPS)), if applicable, or at rates determined in accordance with 38 C.F.R. 17.1535 and 38 C.F.R. 17.55 and 17.56, as applicable.

E. PAYMENT RESPONSIBILITY

1. VA shall notify the provider if VA will be solely responsible for payment for authorized hospital care and medical services. If so notified, the provider shall accept VA payment as payment in full for such services and shall not bill the Veteran or any other entity for such hospital care or medical services.

2. VA shall notify the provider if VA will be secondarily responsible for payment for authorized hospital care or medical services furnished under this agreement. In that circumstance, a health-care plan of an eligible Veteran, excluding Medicare, Medicaid and TRICARE, is primarily responsible for payment, to the extent the furnished hospital care or medical services are covered by the health-care plan.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

3. When VA is secondarily responsible as described in paragraph (2), VA shall supply the provider with information about the health-care plan under which the Veteran is covered. The provider shall be responsible for seeking payment from such health-care plan and providing VA with an itemized claim for payment that includes, if applicable, health care and health-care plan prior payment information, to include with no exceptions, claims that have been satisfied and/or fully paid by the health-care plan. VA shall pay only for the costs of VA authorized hospital care and/or medical services not covered by such health-care plan except that such payment shall not exceed the rate determined for such hospital care and/or medical services pursuant to section D of this agreement.

4. The provider shall not collect any VA copayment amount from the Veteran. The VA copayment rate for hospital care and medical services under this agreement is \$0 at the time of service.

F. CLAIMS SUBMISSION

1. The provider shall submit all invoices to VA electronically, where possible. Payments by VA to the provider shall be made by electronic funds transfer (EFT). Payments to the provider shall be made in accordance with the payment responsibilities identified in section E of this agreement only after the completion of the necessary course of treatment, including follow-up appointments.

2. Under this agreement, a provider shall not collect any amount that is greater than the rate determined for hospital care and/or medical services provided pursuant to section D of this agreement.

G. CANCELLATION AGREEMENT

1. Either Party may cancel this agreement at any time by providing a 45 day written notice of the intent to cancel the agreement to the signatories, or their official representatives. Cancellation shall take effect at the end of the 45 day period established by the written notice.

2. Provider cancellation shall not be effected prior to the completion of the episode of care authorized by VA and if an episode of care extends beyond the 45-day period, cancellation shall be effective upon completion of the episode of care.

3. Cancellation of this agreement by VA shall be immediately effective when licensure, safety, and quality requirements are not met. See paragraphs 4-7 of section A of this agreement.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

H. PERIOD OF PERFORMANCE

1. Except for the provisions in section G, this agreement shall continue in effect until expiration of the authority provided by the Act but shall not exceed beyond five (5) years from the effective date of this agreement.

I. COMPLIANCE WITH FEDERAL LAWS

1. This agreement is governed by the Veterans Access, Choice, and Accountability Act of 2014 (the Act) (Public Law 113-146, 128 Stat. 1754), as amended, and 38 C.F.R. §§ 17.1500-1540.
2. This agreement shall not be treated as a Federal contract for the acquisition of goods or services and, except as expressly provided in this agreement, is not subject to any provisions of law governing Federal contracts for the acquisition of goods or services.
3. The provider shall not be required to comply with reporting and auditing requirements imposed under the Service Contract Act of 1965, as amended (41 U.S.C. § 351, et seq.).
4. The provider shall comply with applicable Federal laws governing employment and hiring practices.

J. ADMINISTRATIVE APPEALS

1. Appeals regarding VA payments under this agreement are governed by the procedures set forth in 38 C.F.R. §§17.132 - 17.133, and 38 C.F.R. Parts 19 and 20. A provider may request consideration of the initial decision by submitting a reconsideration request in writing to the VA facility that processed the reimbursement request.

K. PROVIDER AGREEMENT SIGNATURE

1. By the signatures of their authorized representatives below, this Provider Agreement is made and entered into between the provider and the Department of Veterans Affairs, effective upon the date of last signature below.
2. VA Medical Facility Director is authorized to sign this agreement on behalf of VA. This authority may be delegated by the Medical Facility Director in writing.
3. By the signature below, the provider acknowledges that any materially false, fictitious, or fraudulent statement or representation, made knowingly, is punishable by a fine and/or imprisonment pursuant to 18 U.S.C. §§ 287 and 1001.

**DEPARTMENT OF VETERANS AFFAIRS
VETERANS HEALTH ADMINISTRATION (VHA) VETERANS CHOICE PROGRAM
PROVIDER
AGREEMENT (continued)**

4. The Parties acknowledge that they have read and understand this Provider Agreement in its entirety and represent and warrant that they shall abide by all of its terms and conditions.

Name of Provider Practice / Facility

SC Lt. Governor's Office on Aging

Department of Veterans Affairs

Title

Chief of Staff

Title

Director

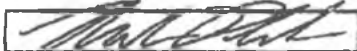
Print Name of Provider

Mark Plowden


Print Name of VA Medical
Facility Director or Designee

Timothy McMurtry

Signature of Provider



Signature of VA Medical Facility
Director or Designee



Date Signed

5/19/16

Date Signed

5-24-16

**Dorn VA Medical Center
Attachment to Veteran Choice Provider Agreement
May 19, 2016**

Page 1

Purpose: Through MOU's with the Lieutenant Governor's Office on Aging/State Unit on Aging (LGOA/SUA), AAAs/ADRCs will provide Case Management to veterans using non-traditional service providers.

- Dorn VA will provide referrals to the appropriate AAA/ADRC Care Coordinator based on the county in which the Veteran resides.
- Care Coordinators will complete Assessment of Veteran and explain program.
- Veteran and Care Coordinator will develop Care Plan and Budget and forward to the VAMC Home Services POC for review and approval.
- Care Coordinator will initiate enrollment of Veteran with budget approved by VAMC.

Services: Examples of services provided within the scope of approved budget:

Attendant Care
Housekeeping Services
Chore Services (inside and outside)
Transportation
Purchase of essential equipment for Veterans to use
Fiscal Management Services and
Other services and supports which are clinically indicated to allow the Veteran to remain safely at home and in their community

Fiscal/Employer Agent: LGOA/SUA has contracted for Fiscal Management Services for participants with Public Partnership, LLC (PPL).

VAMC will have access to PPL Web Portal.

Reconciliation: will be done semi-annually for veterans no longer in the program.

Invoicing: funds are invoiced based on Veterans Budget and Invoiced on UB04 at the beginning of the following month. Funds are electronically deposited.

| | | |
|-------------------------------|------------|---------------|
| Assessment Fee: | Full \$757 | Partial \$363 |
| Sumter Assessment Fee: | Full \$699 | Partial \$336 |

Assessment fee is one-time fee unless approved by VAMC for significant changes in veteran status.

Administrative Fee: inclusive of PV/PM range

**Dom VA Medical Center
Attachment to Veteran Choice Provider Agreement
May 19, 2016**

Page 2

Monthly Rate Ranges: provided by VACO and are determined by the county in which the veteran resides and may change annually.

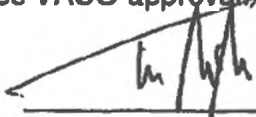
| County | PVPM Range | | Admin |
|-------------|------------|---------|-------|
| | Minimum | Maximum | |
| Anderson | \$1,158 | \$3,725 | \$489 |
| Bamberg | \$1,082 | \$3,484 | \$457 |
| Calhoun | \$1,085 | \$3,492 | \$458 |
| Cherokee | \$1,082 | \$3,484 | \$457 |
| Clarendon | \$1,082 | \$3,484 | \$457 |
| Darlington | \$1,036 | \$3,335 | \$438 |
| Fairfield | \$1,085 | \$3,492 | \$458 |
| Florence | \$1,036 | \$3,335 | \$438 |
| Greenville | \$1,191 | \$3,834 | \$503 |
| Kershaw | \$1,085 | \$3,492 | \$458 |
| Laurens | \$1,191 | \$3,834 | \$503 |
| Lee | \$1,082 | \$3,484 | \$457 |
| Lexington | \$1,085 | \$3,492 | \$458 |
| Newberry | \$1,082 | \$3,484 | \$457 |
| Oconee | \$1,082 | \$3,484 | \$457 |
| Orangeburg | \$1,082 | \$3,484 | \$457 |
| Pickens | \$1,191 | \$3,834 | \$503 |
| Richland | \$1,085 | \$3,492 | \$458 |
| Saluda | \$1,085 | \$3,492 | \$458 |
| Spartanburg | \$1,074 | \$3,455 | \$453 |
| Sumter | \$943 | \$3,035 | \$398 |

Additional Counties: may be added as staff becomes available with approval from LGOA and Dom VAMC.

Rate Change: any rate above those listed requires VACO approval


Mark Plowden
LGOA Chief of Staff


Date


Timothy B. McMurry
Dom VA Medical Center Director

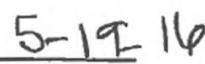

Date

Exhibit 2

Catherine McNicoll

From: Wolf, Anne <awolf@aging.sc.gov>
Sent: Wednesday, November 29, 2017 12:31 PM
To: Catherine McNicoll
Subject: FW: VDHCBs - Program Update
Attachments: VDHCBs Program.pdf

Importance: High

From: Broome, Darryl
Sent: Wednesday, October 18, 2017 3:22 PM
To: Rivers, Denise <riversd@aging.sc.gov>; Wolf, Anne <awolf@aging.sc.gov>
Subject: FW: VDHCBs - Program Update
Importance: High

FYI-Have you heard anything about this?

Darryl Broome
Agency Director
Lieutenant Governor's Office on Aging
1301 Gervais St. Suite 350
Columbia, SC 29201
(803) 734-9910 Direct. (803) 734-9886 Fax
dbroome@aging.sc.gov

From: Connie Munn [<mailto:cmunn@slcog.org>]
Sent: Wednesday, October 18, 2017 1:49 PM
To: Broome, Darryl
Cc: 'Kathy Powell'; cmckinney@slcog.org
Subject: VDHCBs - Program Update
Importance: High

Darryl,

Please see the attached letter one of our veteran's just faxed to sent us today. We are not aware of this program ending and as you know spent yesterday visiting with one of those veterans who benefits from our program. My staff is being bombarded with numerous phone calls from concerned veterans that this program is ending.

Please call me ASAP so we can discuss.

Thank you,
Connie

Connie Munn, MSW
Director, Health & Human Services & Area Agency on Aging
Santee-Lynches Regional Council of Governments

803.774.1376

cmunn@slcog.org

Website: www.SanteeLynchesCOG.org



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DEPARTMENT OF VETERANS AFFAIRS
Dorn VA Medical Center
6439 Garners Ferry Road
Columbia, SC 29209

In Reply Refer To: 544/00

October 17, 2017



Re: Veteran Directed Care Program

Dear Veteran:

As we move into our new fiscal year beginning October 1 2017 all of our community care programs are assessed and reviewed. While we have been fortunate to offer the Veteran Directed Care Program, the Dorn VAMC is no longer able to offer this service as part of the Community Care program. This letter will serve as notification that financial responsibility by the Dorn VAMC for Veteran Directed Care will end 30 days from the date of this letter. We regret any inconvenience this may cause.

Dorn VAMC will continue to provide skilled interdisciplinary services to Veterans through other programs such as our Home Based Primary Care Program, Homemaker/Home Health Program and multiple other in-patient and out-patient programs and community resources as well.

Should you have additional questions or concerns, please contact the Dorn VA Patient Representative at (803) 776-4000 ext. 5106 or 6842 during normal business hours.

Sincerely,

David Omura, DPT, MHA, MS
Medical Center Director

Exhibit 3

Catherine McNicoll

From: Wolf, Anne <awolf@aging.sc.gov>
Sent: Wednesday, November 29, 2017 12:32 PM
To: Catherine McNicoll
Subject: FW: VA Response Letter
Attachments: VDC Question Answer Bullet Points-Congressional Staff (003) (2).docx

From: Connie Munn [mailto:cmunn@slcog.org]
Sent: Wednesday, November 1, 2017 5:59 PM
To: Wolf, Anne <awolf@aging.sc.gov>; Broome, Darryl <dbroome@aging.sc.gov>
Cc: Rivers, Denise <riversd@aging.sc.gov>
Subject: FW: VA Response Letter

Good Evening,

I though you would like to see what eh VA is sending to the veterans.

I look forward to talking with you tomorrow on how we will assist our veterans to use their rainy days funds.
Connie

Connie Munn, MSW
Director, Health & Human Services & Area Agency on Aging
Santee-Lynches Regional Council of Governments
803.774.1376
cmunn@slcog.org
Website: www.SanteeLynchesCOG.org



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WJB Dorn VA Medical Center

Veteran Directed Care

Frequently Asked Questions

What is the Veteran Directed Care (VDC) program?

The Veteran Directed Care program is a non-foundational service started in 2009 that provides non-skilled services to Veterans at risk of nursing home placement.

Who manages the VDC program?

While the VA funds the program, the South Carolina Lieutenant Governor's Office and Area Agency on Aging manages the program.

Why is the VDC program ending?

The VA Medical Center has no direct oversight of the VDC program and is provided little to no information regarding outcomes, improvements in quality of life for our Veterans, and whether the program is being managed appropriately. There are a multitude of skilled interdisciplinary services offered by the VA Medical Center, including the Homemaker/Home Health Aide Program, Home Based Primary Care, and various other inpatient and outpatient services. These programs differ from the VDC program in that VA staff oversee these programs and are able to ensure that compliance and quality requirements are met and that they promote, preserve, or restore the health of the individual in accord with generally accepted standards of medical practice.

Isn't the VDC program standard at all VA Medical Centers?

The VDC program is provided in various forms by only less than half of VA Medical Centers and is not considered a foundational VA service. The VDC program is not offered by other VA facilities in South Carolina.

How does this change help Veterans and/or the VA?

This change will allow the VA to direct funds towards programs that the VA has direct oversight over and where the VA can ensure that compliance and quality requirements are met and that they promote, preserve, or restore the health of the individual in accord with generally accepted standards of medical practice.

I received a letter notifying me of this change, what happens next?

All Veterans currently enrolled in the VDC program have been sent a notification letter and are in the process of being called to arrange for skilled care program evaluation and enrollment. The letter also explains that the VA is providing a 30 day transition period to allow for this transition. Many of the Veteran's enrolled in this program have a "rainy day" fund that has money available to stretch out this period further, with the potential of covering the Veteran's services for up to an extra 90 day period.

How much was funded toward this program in the past?

In our last Fiscal Year (October 1, 2016 to September 30, 2017) the Dorn VA spent \$1.9 Million from our budget to support 75 Veterans that were enrolled in this program. We will use what is left in our funding from this program this year to ensure Veterans in needs of medically necessary care receive it using skilled medical interventions that are overseen by the Dorn VA. Each of the current Veterans that are enrolled in this program will be contacted and tracked, regardless of them choosing to call us upon receiving their letter on the status of the program.

Exhibit 4



KEVIN L. BRYANT
LIEUTENANT GOVERNOR

STATE OF SOUTH CAROLINA
OFFICE OF THE LIEUTENANT GOVERNOR

POST OFFICE BOX 142
COLUMBIA, SOUTH CAROLINA 29202

November 28, 2017

David L. Omura, Medical Center Director
WJB Dorn VA Medical Center
6439 Garners Ferry Road
Columbia, South Carolina 29209

Re: Veteran Directed Home and Community Based Services Program (VDHCBS)

Dear Director Omura:

On behalf of the Lieutenant Governor's Office on Aging (LGOA), I am writing to request written notification of the termination of the Veteran Directed Home and Community Based Services Program (VDHCBS) per Section G of the Provider Agreement between the LGOA and Dorn VA, dated May 19, 2016. I am also requesting explicit information on the transition plan you will implement for the veterans who utilize the VDHCBS Program (Program) so that the LGOA can properly notify the Area Agencies on Aging (AAAs) that the LGOA has agreements with to serve as Care Coordinators.

On October 18, 2017, the LGOA learned of your intent to terminate the Program through a copy of the letter sent to the enrolled Veterans. This information was shared not through the VA but was provided by an AAA Director in our network. This was in violation of the Provider Agreement between Dorn VA and the LGOA, requiring 45 days written notice of the intent to cancel the agreement. To date, the LGOA has yet to receive proper written notification of the intent to end this Program.

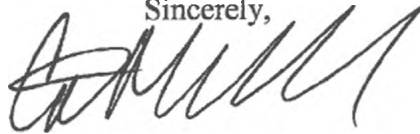
Since the LGOA learned of your intent to terminate the Program, the LGOA has attempted to work with Dorn VA to understand the exact mechanics of terminating this program. In particular, you originally made the offer for enrolled Veterans to utilize their Rainy Day Funds after the formal end of the Program (November 30, 2017). The LGOA has engaged in meetings with Public Partnership, LLC (PPL), the fiscal intermediary, to discuss the feasibility of extending their services past November 30th in order to administer the Rainy Day Funds. Additionally, this commitment to make the Rainy Day Funds available was conveyed to the enrolled Veterans in a Frequently Asked Questions (FAQ) document you sent to the Program participants. An AAA sent a copy of this document to the LGOA on November 1, 2017. In order to assist with the transition for enrolled veterans who have Rainy Day Funds, we need a clear understanding of how those funds should be administered.

This letter is to formally request written notification of the termination of this Program and information on your transition plan for the enrolled Veterans in the Program. Specifically:

1. Is it your intent to allow the Veterans to use their respective Rainy Day Funds, as stated in your FAQ sheet? If so, do you expect PPL and the LGOA to maintain the infrastructure for administering the Program while Rainy Day Funds are utilized?
2. As many Veterans and their families have contacted the LGOA with questions regarding services, is it the intent of Dorn VA to provide comprehensive services to the enrolled Veterans, so they are able to stay in their homes, recognizing that the Program provides consumer direction and greater service hours than the standard VA offerings?
3. Is Dorn VA ready and able to provide the enrolled Veterans alternative and comparable services as of December 1, 2017?
4. Please provide a central referral person/contact number for Dorn VA so that questions may be directed to the appropriate person by the LGOA and/or AAA Care Coordinators.
5. Enumerate any other considerations the LGOA needs to be aware of, so as to provide the best information and services possible to our Veterans during this holiday season.

Thank you in advance for your cooperation and guidance as we try to make this transition as smooth as possible for our Veterans.

Sincerely,

A handwritten signature in black ink, appearing to read 'Catherine McNicoll', written over a horizontal line.

Catherine McNicoll, Esq.
Director of Legal and Legislative Affairs

Cc: Howard Metcalf, Director, South Carolina Division of Veterans' Affairs

Exhibit 5

Catherine McNicoll

From: Soots, Jeffrey A. <Jeffrey.Soots@va.gov>
Sent: Wednesday, November 29, 2017 5:49 AM
To: Omura, David; Catherine McNicoll
Subject: RE: Veteran Directed Home and Community Based Services Program

Ms. McNicoll,

I have spoken with Mr. Omura this morning and we have reviewed your letter. Dorn VAMC will provide our official response back to the Lt. Gov's office by COB 1 Dec.

Please let me know if you have any additional concerns, Jeff

V/r,
Jeff Soots
Medical Center Associate Director
William Jennings Bryan Dorn VAMC
Columbia, SC
Office 803-695-7981
iPhone 803-812-1239

From: Omura, David
Sent: Tuesday, November 28, 2017 7:54 PM
To: Catherine McNicoll
Cc: Soots, Jeffrey A.
Subject: RE: Veteran Directed Home and Community Based Services Program

Ms. McNicoll,

I am on travel, however plan to be back in the office tomorrow evening. I am sending this e-mail to Jeff Soots who is covering for me during my absence.

David L. Omura, DPT, MHA, MS
Medical Center Director
WJB Dorn VAMC
Columbia, SC

From: Catherine McNicoll [<mailto:CatherineMcNicoll@scstatehouse.gov>]
Sent: Tuesday, November 28, 2017 4:40 PM
To: Omura, David <David.Omura@va.gov>
Subject: [EXTERNAL] Veteran Directed Home and Community Based Services Program

Good Afternoon Director Omura,

Please find attached a letter from our office regarding the Veteran Directed Home and Community Based Services Program. There is a hardcopy following in the mail.

Best Regards,
Catherine McNicoll, Esq.

Director of Legal & Legislative Affairs
Lieutenant Governor's Office
CatherineMcNicol@SCStatehouse.gov
803-734-5292 (phone)