

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF DIRECTOR**

ACTION REFERRAL

TO <i>Supra</i>	DATE <i>6-7-13</i>
--------------------	-----------------------

DIRECTOR'S USE ONLY	ACTION REQUESTED
1. LOG NUMBER 000382	<input type="checkbox"/> Prepare reply for the Director's signature DATE DUE _____
2. DATE SIGNED BY DIRECTOR <i>Cleared 6/19/13, letter attached</i>	<input checked="" type="checkbox"/> Prepare reply for appropriate signature DATE DUE <i>6-18-13</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.			

BLONDENA MITCHELL

8465 Patriot Blvd. Apt. 504
North Charleston, SC 29405
843-532-035

To: Director Tony Keck, D.H.H.S	From: Blondena Mitchell
Fax: 803-898-2580	Pages: 10
Phone: 803-255-8235	Date: 06/07/2013
Re: Gilbert A. Mitchell Jr.	cc:

Comments: Director Keck the following documents have been forwarded to Senator Lindsay Graham's office and I have also faxed the matter to your office as well.

Thanks

Blondena Mitchell

RECEIVED

JUN 07 2013

Department of Health & Human Services
OFFICE OF THE DIRECTOR

*Please Log:
Supra
approp. sig*

** these are same -*

JUNE 7, 2013

Senator Lindsay Graham

Lowcountry Regional Office

530 Johnnie Dodds Blvd. Suite 202

Mt. Pleasant, SC 29464

Gilbert and Blondena Mitchell

8465 Patriot Blvd. Apt. 504

North Charleston, SC 29420

Dear Senator Graham:

I am in need of your assistance regarding the following matter. My spouse Gilbert A Mitchell Jr. is disabled and receives social security benefits. He has had two strokes since October 2004 and his most recent stroke was in January 2013. Mr. Mitchell was receiving Medicare and Medicaid. As of May 1, 2013 his Medicaid was stopped. This left him with the responsibility of paying his Medicare premium, whereas, before it was paid by the state. It was then discovered by the Department of Human Services division in Columbia that the case worker, Jackie Smalls with Dorchester County DSS Medicaid had made a mistake. I called Ms. Smalls about the mistake but she at the time was adamant that she had not made a mistake in closing out his Medicaid case. It was not until Columbia D.H.H.S emailed her a copy of the mistake concerning the financial calculation errors she made while working on Gilbert's Medicaid re-cert that she owned up to it. The problem now is getting the reimbursement for Medicare premiums that the state was paying up until the time Ms. Smalls closed out the case has caused a financial hardship for Mr. Mitchell. Prior to contacting your office, I had called the local director of Medicaid, Ellen Evans and did not get a response. I had also faxed her office as well. I also have communicated with her assistant Ms. Reese who informed me that she would pass the message along. What was interesting is that when I told Ms. Reese that my intent was to further contact Columbia D.H.H.S and your office, her response was "good luck with that."

It is most frustrating when I should be focusing on being a caregiver to a disabled person that I have to stop and contend back and forth with bureaucracy that passes the buck from one agency to the other. It is not Social Security's fault as they are willing to do the reimbursement contingent upon Medicaid sending over the necessary documents that indicate a reimbursement is due.

I have enclosed some documents for your review and hopefully this issue can be resolved in a timely matter. I suspect that Jackie Smalls has possibly made errors on other cases that she has worked on but that will be a matter for D.H.H.S to investigate. Also it would be beneficial to find out who is responsible for making sure that S.C. Medicaid communicates with the Social Security Administration to make sure that any deductions in Medicare Premiums that was once paid by the state and now being paid by Mr. Mitchell gets reimbursed.

Thanks in advance for your assistance in this matter.

Sincerely,



Blondena Mitchell

Power of Attorney for Gilbert A Mitchell

attachments

BLONDENA MITCHELL

8465 Patriot Boulevard Apt. 504
North Charleston, SC 29420
843-532-4035

To: Ellen Evans	From: Blondena Mitchell
Fax: 843-740-5960	Pages: 6
Phone: 843-740-5918	Date: June 03, 2013
Re: Medicaid for Gilbert A. Mitchell Jr.	cc:

Comments:

Ellen Evans

Director of Medicaid , Dorchester Region

PO Box 13748

Charleston, SC 29422

843-740-5918

Blondena Mitchell

8465 Patriot Boulevard Apt. 504

North Charleston, SC 29420

843-532-4035

RE: Gilbert A Mitchell Jr.

I am requesting your assistance into investigating a Medicaid case for Gilbert A Mitchell Jr. From January 17, 2013 up until about May 1st, 2013, Jackie Smalls with Dorchester County Medicaid office has been on record as working the case. My conversations with Mrs. Smalls via phone on January 17, April 17th was from her informing me that my husband was no longer eligible for Medicaid. It was not until May that I was informed from Social Security that his medicare premiums would now have to be paid directly by him because the State of South Carolina was no longer paying his premiums. After much investigation and speaking with the Director of Social Security, I further investigated the matter. I called Columbia SCDHHS and was informed that Jackie Smalls had made a mistake on record. Apparently when she combined incomes for me and my spouse she did not count two people but one. I contacted Jackie Smalls on May 30th about the issue as soon as I had been given this information. She was confident that she had not made a mistake. She was emailed from Columbia with a confirmation concerning her error. It was then a few hours later that she had acknowledge her error.

Herein lies the problem and proof of has been attached along with this letter. Social Security has informed that \$104.90 beginning April 2013 will be deducted from Gilbert's social security check. Until Jackie sends or provides documentation regarding reimbursement to Gilbert this money will continue to be deducted from Gilbert's check. So for the month of June, he has had two deductions of \$104.90 come out because of this problem. I am asking your office to please do a prompt investigation into this as my concern is there may be other cases in which others have been put at a financial disadvantage due to such errors. Also those monies are due back to Gilbert. Once you have investigated, please provide if information as to who is responsible for reimbursing Gilbert and when this reimbursement will take place.

This is quite a burden as I am caregiver and spouse to Mr. Mitchell. He has had two strokes within a 9 year period. His medications and medical care is of high necessity and any and all monies do to him regarding this case is very important.

Once this matter has been investigated, please respond promptly.

Thanks



Blondena Mitchell

Power of Attorney for Gilbert A. Mitchell Jr.

Attachments

1. Letter from Social Security
2. Power of Attorney Document

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**GENERAL DURABLE
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that I, **GILBERT A. MITCHELL, JR.**, (principal) a legal resident of the State of South Carolina, desiring to execute a **GENERAL DURABLE POWER OF ATTORNEY** have made, constituted and appointed, and by these presents do make, constitute and appoint, **BLONDENA J. MITCHELL**, my Attorney-In-Fact for me and in my name, place and stead to do and perform all acts, deeds, matters and things whatsoever concerning my property and personal affairs necessary and advisable in the judgment of my said Attorney-In-Fact as fully and effectually to all intents and purposes as I could do if personally present and acting, including, but not limited to, the following:

(1) To buy, receive, lease, accept, or otherwise acquire; to sell, convey (warranty deed or otherwise), mortgage, (including the execution of all appropriate applications and other papers required by lending institutions or their guarantors), hypothecate, pledge, quit claim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever, real or personal, or any custody, possession, interest, or right therein, upon such terms as my said attorney shall think proper;

(2) To take, hold, possess, invest, lease, or let, or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of such property by lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof;

(3) To transact all and every kind of business of every kind and nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, which may now or hereafter be due, owing or payable to me or by me;

(4) To make, endorse, accept, receive, sign, seal, execute, acknowledge, and deliver deeds, assignments, agreements, certificates, hypothecations, checks, notes, bonds, vouchers, receipts, and such other instruments in writing of whatever kind and nature as may be necessary, convenient, or proper in the premises;

(5) To deposit and withdraw for the purposes hereof, or for any other purposes, in either my said attorney's name, or my name, or jointly in both our names, in or from any banking institution, any funds, negotiable paper, or moneys which may come into my said attorney's hands as such attorney or which I now or hereafter may have on deposit or be entitled to, and no

 (initial)

such banking institution shall be required to investigate or question the purposes for which such funds, deposits, moneys, or negotiable instruments are being deposited or withdrawn, and I do expressly relieve such banking institution from all liability whatsoever for any such withdrawal or deposit by my said attorney, regardless of my said attorney's reasons therefor whether known or unknown to such banking institution;

- (6) To institute, prosecute, defend, compromise, arbitrate, and dispose of legal, equitable, or administrative proceedings, actions, suits, attachments, distresses or other proceedings, or otherwise engage in litigation in connection with the premises;
- (7) To act as my attorney or proxy in respect to any stocks, shares, bonds, or other investments, rights, or interest, I may now or hereafter hold;
- (8) To engage and dismiss agents, counsel, and employees, and to appoint and remove at pleasure any substitute for, or agent of my said attorney, in respect to all or any of the matters or things herein mentioned and upon such terms as my attorney shall see fit;
- (9) To execute vouchers in my behalf for any and all benefits, allowances and reimbursements properly payable to me by the United States, and to receive, endorse, and collect the proceeds of checks payable to the order of the undersigned drawn on the Treasurer of the United States; to execute in my name and on my behalf all bonds, indemnities, applications or other documents which may be required by law to secure the issuance of substitutes for such checks, and to give full discharge for same;
- (10) To prepare, execute, and file income and other tax returns, and other Governmental reports, applications, requests and documents;
- (11) To make all decisions and to do all acts necessary for maintaining the customary living standard for myself, including provisions for such living quarters and their maintenance and operation, food, clothing, medical, surgical and dental care, and other incidentals to which I may be accustomed;
- (12) To make health care decisions for me if and when I am unable to make my own health care decisions, including the power to consent to giving, withholding or stopping any health care treatment, service, or diagnostic procedure. My attorney also has the authority to talk with health care personnel, get information, obtain records and sign forms necessary to carry out those decisions;
- (13) To make and file claims and execute any and all necessary forms under any policy of insurance insuring me or a third party and to receipt therefor in my name, which receipt shall be

 (initial)

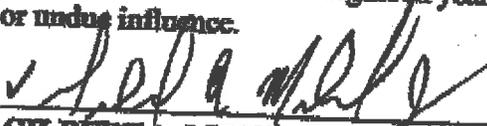
effective to release fully any person or corporation, to pay insurance premiums, to surrender policies for cash value, to borrow money on insurance policies, to transfer the same and to change the beneficiary on any insurance policies;

ALL business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-In-Fact for the purpose of carrying out any of the foregoing powers or any of the additional powers not specifically mentioned, shall contain my name, followed by that of my Attorney-In-Fact and the designation, "Attorney-In-Fact."

THIS POWER OF ATTORNEY shall not be affected by physical disability or mental incompetence of the principal, which renders the principal incapable of managing his own estate.

I hereby ratify and confirm all lawful acts done and caused to be done by my said Attorney-In-Fact pursuant to this POWER OF ATTORNEY, and I direct that it shall continue in effect until my death unless sooner terminated by me or by operation of law.

I, GILBERT A. MITCHELL, JR., the principal, sign my name to this instrument this 3 day of July, 2005, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this General Durable Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

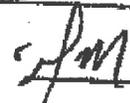

GILBERT A. MITCHELL, JR.
SSN: 249-23-4475

We, R J PAUL and EVE GRIFFIN, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare, generally and to the undersigned authority, that the principal signs and executes this General Durable Power of Attorney and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the principal, hereby signs this General Durable Power of Attorney as witness to the principal's signing, and that to the best of our knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

RICHARD J. PAUL
ATTORNEY AT LAW
4925 La Cross Road Suite 207
Charleston SC 29405




Charleston, SC

 (initial)

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath the he/she saw the within named GILBERT A. MITCHELL, JR., sign, seal, and as his act and deed deliver the within written General Durable Power of Attorney, and that he/she with the other witness, signed above, witnessed the execution thereof.

SWORN to before me this 13th day of July, 2005.



Eve O'Steen
Notary Public for South Carolina
My Commission Expires: 11/12/10

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

I, Eve O'Steen, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 13th day of July, 2005, before me personally GILBERT A. MITCHELL, JR., who is known by me to be the identical person who is described in, whose name is subscribed to, and who, upon being duly sworn, signed and executed the foregoing General Durable Power of Attorney, and having first made known to him the contents thereof, he personally acknowledged to me that he signed and sealed the same on the date it bears as his true, free and voluntary act and deed for the uses, purposes and considerations therein set forth.

IN WITNESS WHEREOF, I have hereunto set my had and official seal this day and year above.

Eve O'Steen
Notary Public for South Carolina
My Commission Expires: 11/12/10

GM (initial)



Lindsey O. Graham

United States Senator • South Carolina

FAX TRANSMISSION

Date: 6/7/13

To: Anthony Keck

From: Leslie Thrasher

Fax #: (803) 898-4515

Subject: Mitchell

Page 1 of 10

Thanks

Comments:

530 Johnnie Dodds Boulevard, Suite 202

Mt. Pleasant, South Carolina 29464

Office (843) 849-3887 • Fax (843) 971-3669

LINDSEY O. GRAHAM
SOUTH CAROLINA



290 RUSSELL SENATE OFFICE BUILDING
WASHINGTON, DC 20510
(202) 224-5972

UNITED STATES SENATE

June 7, 2013

Mr. Anthony Keck
Director
S.C. Department of Health and Human Services
PO Box 8206
Columbia, SC 29202-8206

RE: Mrs. Blondena Mitchell

Dear Mr. Keck:

Enclosed is a copy of correspondence I have received from the above named constituent. I believe you will find it self-explanatory.

Your reviewing this material and providing any assistance or information possible under the governing statutes and regulations will be greatly appreciated. Thank you for your attention in this matter. I look forward to hearing from you soon.

Sincerely,

Lindsey O. Graham
United States Senator

LOG/lt

Enclosure

Please reply to: Senator Lindsey Graham
530 Johnnie Dodds Boulevard, Suite 202
Mt Pleasant, South Carolina 29464

JUNE 7, 2013

Senator Lindsay Graham

Lowcountry Regional Office

530 Johnnie Dodds Blvd. Suite 202

Mt. Pleasant, SC 29464

Gilbert and Blondena Mitchell

8465 Patriot Blvd. Apt. 504

North Charleston, SC 29420

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Thanks in advance for your assistance in this matter.

Sincerely,



Blondena Mitchell

Power of Attorney for Gilbert A Mitchell

attachments

Ellen Evans

Director of Medicaid , Dorchester Region

PO Box 13748

Charleston, SC 29422

843-740-5918

Blondena Mitchell

8465 Patriot Boulevard Apt. 504

North Charleston, SC 29420

843-532-4035

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Once this matter has been investigated, please respond promptly.

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Power of Attorney for Gilbert A. Mitchell Jr.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

**GENERAL DURABLE
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS that I, **GILBERT A. MITCHELL, JR.**, (principal) a legal resident of the State of South Carolina, desiring to execute a **GENERAL DURABLE POWER OF ATTORNEY** have made, constituted and appointed, and by these presents do make, constitute and appoint, **BLONDENA J. MITCHELL**, my Attorney-In-Fact for me and in my name, place and stead to do and perform all acts, deeds, matters and things whatsoever concerning my property and personal affairs necessary and advisable in the judgment of my said Attorney-In-Fact as fully and effectually to all intents and purposes as I could do if personally present and acting, including, but not limited to, the following:

(1) To buy, receive, lease, accept, or otherwise acquire; to sell, convey (warranty deed or otherwise), mortgage, (including the execution of all appropriate applications and other papers required by lending institutions or their guarantors), hypothecate, pledge, quit claim or otherwise encumber or dispose of; or to contract or agree for the acquisition, disposal, or encumbrance of any property whatsoever, real or personal, or any custody, possession, interest, or right therein, upon such terms as my said attorney shall think proper;

(2) To take, hold, possess, invest, lease, or let, or otherwise manage any or all of my property or any interest therein; to eject, remove or relieve tenants or other persons from, and recover possession of such property by lawful means; and to maintain, protect, preserve, insure, remove, store, transport, repair, rebuild, modify, or improve the same or any part thereof;

(3) To transact all and every kind of business of every kind and nature, including the receipt, recovery, collection, payment, compromise, settlement, and adjustment of all accounts, legacies, bequests, interests, dividends, annuities, demands, debts, taxes, and obligations, which may now or hereafter be due, owing or payable to me or by me;

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 (initial)

such banking institution shall be required to investigate or question the purposes for which such funds, deposits, moneys, or negotiable instruments are being deposited or withdrawn, and I do expressly relieve such banking institution from all liability whatsoever for any such withdrawal or deposit by my said attorney, regardless of my said attorney's reasons therefor whether known or unknown to such banking institution;

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- (7) To act as my attorney or proxy in respect to any stocks, shares, bonds, or other investments, rights, or interest, I may now or hereafter hold;
- (8) To engage and dismiss agents, counsel, and employees, and to appoint and remove at pleasure any substitute for, or agent of my said attorney, in respect to all or any of the matters or things herein mentioned and upon such terms as my attorney shall see fit;
- (9) To execute vouchers in my behalf for any and all benefits, allowances and reimbursements properly payable to me by the United States, and to receive, endorse, and collect the proceeds of checks payable to the order of the undersigned drawn on the Treasurer of the United States; to execute in my name and on my behalf all bonds, indemnities, applications or other documents which may be required by law to secure the issuance of substitutes for such checks, and to give full discharge for same;
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L.M. (initial)

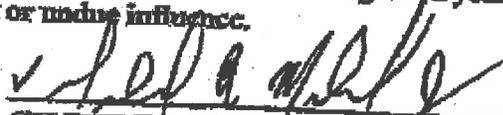
effective to release fully any person or corporation, to pay insurance premiums, to surrender policies for cash value, to borrow money on insurance policies, to transfer the same and to change the beneficiary on any insurance policies;

ALL business transacted hereunder for me or for my account shall be transacted in my name, and all endorsements and instruments executed by my Attorney-In-Fact for the purpose of carrying out any of the foregoing powers or any of the additional powers not specifically mentioned, shall contain my name, followed by that of my Attorney-In-Fact and the designation, "Attorney-In-Fact."

THIS POWER OF ATTORNEY shall not be affected by physical disability or mental incompetence of the principal, which renders the principal incapable of managing his own estate.

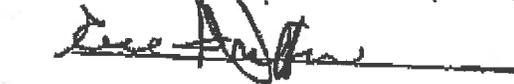
I hereby ratify and confirm all lawful acts done and caused to be done by my said Attorney-In-Fact pursuant to this POWER OF ATTORNEY, and I direct that it shall continue in effect until my death unless sooner terminated by me or by operation of law.

I, GILBERT A. MITCHELL, JR., the principal, sign my name to this instrument this 3 day of July, 2005, and being first duly sworn, do hereby declare to the undersigned authority that I sign and execute this General Durable Power of Attorney and that I sign it willingly (or willingly direct another to sign for me), that I execute it as my free and voluntary act for the purposes therein expressed, and that I am eighteen years of age or older, of sound mind, and under no constraint or undue influence.

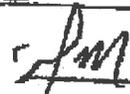

GILBERT A. MITCHELL, JR.
SSN: 249-23-4475

We, RJ PAUL and EVE GRIFFIN, the witnesses, sign our names to this instrument, and at least one of us, being first duly sworn, does hereby declare, generally and to the undersigned authority, that the principal signs and executes this General Durable Power of Attorney and that he signs it willingly (or willingly directs another to sign for him), and that each of us, in the presence and hearing of the principal, hereby signs this General Durable Power of Attorney as witness to the principal's signing, and that to the best of our knowledge the principal is eighteen years of age or older, of sound mind, and under no constraint or undue influence.

RICHARD J. PAUL
ATTORNEY AT LAW
4925 La Cross Road Suits 207
Charleston SC 29406

Charleston, SC

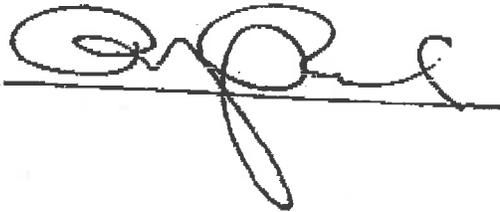
 (initial)

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness and made oath the he/she saw the within named GILBERT A. MITCHELL, JR., sign, seal, and as his act and deed deliver the within written General Durable Power of Attorney, and that he/she with the other witness, signed above, witnessed the execution thereof.

SWORN to before me this 13th day of July, 2005.



Luce O'Steen Duff
Notary Public for South Carolina
My Commission Expires: 11/10/10

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

I, Evel Steen Griffin, a Notary Public in and for the County and State aforesaid, do hereby certify that on the 13th day of July, 2005, before me personally GILBERT A. MITCHELL, JR., who is known by me to be the identical person who is described in, whose name is subscribed to, and who, upon being duly sworn, signed and executed the foregoing General Durable Power of Attorney, and having first made known to him the contents thereof, he personally acknowledged to me that he signed and sealed the same on the date it bears as his true, free and voluntary act and deed for the uses, purposes and considerations therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this day and year above.

Luce O'Steen Duff
Notary Public for South Carolina
My Commission Expires: 11/10/10

LM (initial)



June 19, 2013

Senator Lindsay O. Graham
530 Johnnie Dodds Boulevard.
Suite 202
Mt. Pleasant, South Carolina 29464

Dear Senator Graham:

Thank you for referring Mrs. Blondena Mitchell to our Agency regarding Medicaid eligibility for her husband, Mr. Gilbert Mitchell. Providing quality customer service is important to us, and we regret the difficulty she faced when trying to reach our Medicaid Office.

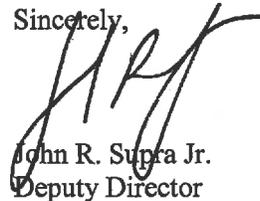
Medicaid eligibility is based on federal and state requirements. To qualify for Medicaid an individual must meet certain financial guidelines and categorical requirements. Income is based on gross earnings and does not allow deductions for taxes, utilities, car payments, or other living expenses.

Mr. Mitchell's coverage under Medicaid's Aged, Blind or Disabled (ABD) program ended effective May 1, 2013 because his family's income is above the allowable limit of \$1,293 for a couple. He is eligible under our Specified Low Income Medicare Beneficiary (SLMB) program which will continue to pay his Medicare Part B monthly premium.

If Mrs. Mitchell has additional questions she can contact Ms. Carolyn Roach in our Office of Member Services, she will be happy to assist her. Ms. Roach can be reached at 803-898-3967.

We appreciate your continued interest and support of the South Carolina Healthy Connections Medicaid program. If I may be of further assistance on this or any other matter, please let me know.

Sincerely,



John R. Supra Jr.
Deputy Director

JRS:j