



Via Email: Cecile.Young@hhsc.state.tx.gov

January 25, 2021

Cecile Erwin Young
Executive Commissioner
Texas Health and Human Services Commission
Austin, TX

Re: Star Kids Contract between the Texas Health and Human Services Commission and various Managed Care Organizations – Senate Bill (SB) 1207

Dear Commissioner Young:

On behalf of the American Association for Homecare (AAH), its members, and the community of families caring for medically fragile children in Texas, I am urgently requesting your attention regarding two very important matters. AAHomecare is the national association representing durable medical equipment, prosthetics, orthotics and supplies (DMEPOS) suppliers, manufacturers, and other stakeholders in the homecare community. Our members are proud to be part of the continuum of care that assures Medicaid beneficiaries receive cost effective, safe and reliable home care products and services.

The first issue concerns the enforcement of Section 8.1.23 of the Star Kids Contract between the Texas Health and Human Services Commission (HHSC) and the various Managed Care Organizations (MCOs). The second issue is regarding the Commission's implementation of Senate Bill (SB) 1207.

1. Enforcement of Section 8.1.23 of the Star Kids Contract

Section 8.1.23 "Continuity of Care with Out of Network Providers" provides:

"If a Member's PCP (Primary Care Physician) or other Provider determines that disrupting a Member's existing relationship with an Out-of-Network Provider would subject the Member to unnecessary psychological or medical risk, the MCO must provide the Member access to those Out-of-Network services through an appropriate agreement with the Out-of-Network Provider (emphasis added)."

Once a child who is a member of Star Kids obtains the above-described determination, the child is entitled to stay with his or her Provider. There is no other option. It does not matter that the MCO can meet all the child's needs with one of its In-Network-Providers. The Member's right to stay with his/her existing out-of-network provider is absolute. The provision was included in the contract in recognition of the very important relationship that exists between the Star Kid families and their trusted Providers.

Section 8.1.23 was included in the Star Kids contract to protect the children. It was included in recognition of the importance of the relationship between the Star Kid and the Provider. The importance of that relationship is the same regardless of whether the Star Kid is transferring to a new MCO or is already in network with the Member's chosen Provider when that Provider's network contract is terminated by the MCO. We urge the Commission to enforce this contractual provision to ensure that medically fragile children's care is not disrupted.

Also please be mindful that it costs the MCO nothing to allow the Star Kid to stay with his or her Provider. The MCO needs to compensate at least one Provider for this service. As there is no added expense and in accordance with the intent of 8.1.23, the relationship between the Star Kid's family and the Provider should not be disturbed if the family has obtained the requisite LMN.

2. Implementation of Senate Bill (SB) 1207 Section 6/Sec 533.038(g)

In the 2019 86th Legislative Session, the Texas legislature passed SB 1207 and Governor Greg Abbot subsequently signed the bill into law. The legislation was passed as an important public policy measure to ensure continuity of care for Medicaid-eligible medically fragile children.

Included within that law was Sec6/Sec 533.038(g) which states:

“(g) The commission shall develop a clear and easy process, to be implemented through a contract, that allows a recipient with complex medical needs who has established a relationship with a specialty provider to continue receiving care from that provider.”

The above-quoted language from the Bill is vitally important to the Texas population of medically fragile children as it allows for a process in which these children and their families can ensure continuity of care with their chosen Provider. To date, however, HHSC has not yet developed the process.

We strongly urge the Commission to implement the process as provided for by Sec6/Sec 533.038(g) as soon as possible.

In implementing that process, AAH requests that HHSC remain mindful that, based on the explicit language of the statute, the context within which it is written and the expressed intentions of the principal authors of the statute, any interpretation of the Bill should necessarily include that medically complex Medicaid patients have the right to remain with their chosen existing providers irrespective of that provider's network status with the patient's MCO. The statute recognizes as critical the value of the patient's relationship with their existing provider and that such relationship must be honored by all Texas MCOs.

Additionally, as was the intent of the lead House and Senate authors of SB 1207, the term “specialty provider” is taken to include any entity or person, including a DME or any other type of provider that provides specialty goods or services to a fragile child. For example, a DME that provides complex rehabilitation technology, ventilator, respiratory, enteral feeding products, or other DME products and services is a “specialty provider”. This intent is confirmed by the attached letters of the lead House and Senate authors of SB 1207, Representative Tan Parker and Senator Charles Perry.

January 25, 2021

Page 3

In addition, the Star Kids Managed Care Advisory Committee on January 6, 2021 recommended to the Commission that specialty providers be defined to include durable medical equipment providers.

We sincerely appreciate your dedicated service to the people of Texas and your devotion to the health and well-being of Texas' Medicaid population.

Sincerely,

A handwritten signature in black ink that reads "Thomas Ryan". The signature is fluid and cursive, with the first name "Thomas" and last name "Ryan" clearly distinguishable.

Thomas Ryan
President and CEO
American Association for Homecare