

## SPEECH SPOTLIGHT

## Get Straight Answers To Your MBS Billing Questions: Part 3, Re-Evals

► **Tip: You cannot repeat MBS evals — and get paid — without a solid reason.**

Stay on top of CMS' modified barium swallow billing do's and don'ts in the last article of this three-part series. Here's the experts' take on when you can bill a re-evaluation of a modified barium swallow (MBS) test.

**Don't overlook:** Note that when coding any MBS re-evaluation that there is no specific CPT for a "re-evaluation." You would simply use the evaluation code, 92611 (*Motion fluoroscopic evaluation of swallowing function by cine or video recording*).

### Use 'Eval' Logic For 'Re-Evals'

Perhaps the best way to determine the need for a re-evaluation is to remember why you would give an initial evaluation. *How it works:* A speech-language pathologist does an

initial evaluation to determine if the patient can safely ingest food and liquids and to determine what treatment techniques or positions would be beneficial. Ultimately, "the information from this study allows the SLP to develop the treatment plan," explains **Janet Brown, MA, CCC-SLP**, director of health care services in speech-language pathology at **ASHA**.

With that in mind, the SLP wouldn't do a *re-evaluation* unless she found a need to change the treatment plan. Reasons a new treatment plan might be necessary could be 1) the patient is getting worse, or 2) the patient seems ready for more challenging food textures, Brown suggests.

You might also see cause for a re-evaluation in the case of an acute care

situation. Suppose the patient had an MBS that determined an unsafe oral feeding condition, but his swallowing function improved after a week's time. Then, a re-evaluation could be justified to determine if the patient is now ready for oral feeding, Brown says.

**Kicker:** Once the patient's in under Medicare Part B, "they're presumably not so acute, so you would need a solid justification, like 'NPO' (nothing by mouth)," Brown notes.

**Bottom line:** If you need to do more than one MBS evaluation, you must have a good reason that would influence the patient's progress. Ask yourself if the patient would suffer any negative implications if you didn't have the information from an additional MBS, Brown suggests.

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### Business Strategies

## Talk Business With Your Payers And Strike Hidden Gold

► **Tip: Try renegotiating a contract before you cancel it.**

Think that your payers' contracts are set in stone? Follow this four-step guide to help you through a renegotiation process that could be well worth its time.

**Reminder:** In a skilled nursing facility or home health agency environment, contracts usually include more than just therapy — for example, nursing, room and board, etc. — so negotiating these terms is different from negotiating a service provider contract specific to outpatient therapy, points out **Garry Woessner, MA-CCC, MBA, CAS**, of **Woessner Healthcare Consulting Group** in Edina, MN.

### Step 1: Make a Decision.

Before you do anything, decide if you truly want to do away with this contract. You may be better off keeping it. To find out, analyze if your costs are a true reflection of incremental costs, Woessner recommends. *Translation:* If you're paying a

therapist hourly — or a salary plus benefits — and the therapist loses a patient because you nix the contract, are you reducing your cost as a result? Woessner proposes.

**Example:** With fixed costs you may have a therapist working full-time, and she's going to be there all day whether or not you have this contract. Knowing this, you're better off with the contract than without it. On the other hand, "if you don't have this contract and you're able to let the therapist go home early as a result, then that's a true cost to have the contract in place," Woessner explains.

For more on weighing the costs and benefits of contracts, see *Eli's Rehab Report*, Vol.13 No.18.

### Step 2: Have a Rationale.

If you've decided to terminate the contract unless the insurance company gives you a better deal, you need a solid

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### Changes In Condition Is Key

**Think of it this way:** Deciding whether to do another MBS evaluation is like deciding whether to do a general reimbursable therapy evaluation or re-evaluation, such as 97002 (*Physical therapy re-evaluation*) or 97004 (*Occupational therapy re-evaluation*) — you cannot perform one just any time and expect to get paid. Plus, MBS tests are no small ordeal, so you would only want to do one if it will help you form a truly beneficial updated treatment plan.

**Payer policy:** The Medicare Benefit Policy Manual clarifies in Chapter 15, 230 (d) on page 147 that “re-evaluation of patients for whom speech, language and swallowing were previously contraindicated is covered only if the patient exhibits a change in medical condition.”

In the meantime, watch your local coverage determinations for more specific coding guidelines.

For example, Medicare carrier **Noridian Administrative Services** notes for any MBS evaluation, “these tests must be ordered by the patient’s attending physician. It is not enough

to link the procedure code to a correct, payable ICD-9-CM diagnosis code.”

**Tricky:** Don’t get too caught up in the Medicare Benefit Policy Manual’s wording that discusses therapy evaluations and re-evaluations in chapter 15, 220 (A) on page 117. Although most of these statements can apply to MBS evaluations, this language refers to therapy evaluations and re-evaluations in general. For instance, CMS recognizes that “some regulations and state practice acts require re-evaluation at specific intervals,” and this would not make sense for an MBS, Brown clarifies. ■

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argument of why the contract needs to change — and it should be something other than simply, “I want more money,” says **Nancy Rothenberg**, vice president of PTPN in Calabasas, CA.

You’ve signed those rates in the first place, so you need a reason why it needs to change. Maybe your reason is that your practice or the marketplace has changed, or maybe the people that used to compete with you aren’t there anymore, so you’re more valuable, Rothenberg proposes.

**Good idea:** Drum up some calculations that prove financial loss and other hardships such as an unrealistic number of approved treatments. To get started on some analysis, see the Clip ‘n’ Save on page 150.

### Step 3. Develop an Action Plan — and Stick to It.

Once you’ve decided to take some action, arrange a meeting with a representative from the insurance company. But before you meet him face-to-face, prepare a plan with these expert pointers provided by **Harvey Schmiedeke**, president of **Survival Strategies**, a private practice consulting business in Burbank, CA, from his company newsletter, *Private Practice Solutions*.

- Insist that the rep visit you at your practice as soon as possible so that you may honor the window of time you have to cancel if needed. “Don’t go into their offices, and don’t buy delay tactics,” Schmiedeke insists.

- Know that the rep will probably have little understanding of your profession, so be prepared to provide some initial education to establish credibility.

- Write down exactly what your “terms” are if you were to continue with this contract: “what you need to make per visit,

what you expect for turn-around of your bills and the ‘drop-dead date’ for them to agree,” Schmiedeke says.

- Once the rep arrives, briefly check his knowledge of the profession, clarifying any major misunderstandings; then show him the calculations you made that show financial losses and facts about other hardships. “Spell out the exact reasons for decision to terminate,” he says.

- Finally, brace yourself. “The rep will tell you that it’s impossible, they have one fee schedule for everyone,” Schmiedeke warns. “Don’t budge an inch. As the time nears the deadline, and sometimes even AFTER the deadline, what was once ‘impossible’ may become possible.”

### Step 4: Prepare Your Practice.

Before you relax, in case the insurance company doesn’t agree to a negotiation, prepare your practice as if you’re terminating the contract. For starters, send out letters to patients, employers and referral sources informing them that you’ll no longer be accepting this health plan.

**Good idea:** In your letter offer the patient other options so they view you as a credible person that has a business choice to make, Woessner says. “Even go above and beyond, and tell them you’d be happy to refer them to another physical therapy clinic that does accept this insurance.”

Finally, promote, market and develop referrals from your best-paying insurances, Schmiedeke recommends. You can tell patients in your letter they have the option of visiting your clinic out-of-network, and if you’ve maintained a good relationship with them, they may decide to stay with you. ■