

PDF file

**By Ursula Denley, MA., CFY-SLP
Children's Speech Care Center**

Finding a way through the insurance web

It can be overwhelming for parents who find out that their child has a diagnosis of a severe speech and language disorder. But this diagnosis is only the start of the dilemma parents will often have to face. For many, one of the greatest will be trying to comprehend their private insurance benefits and whether or not speech/language treatment is included. The subsequent information is provided to help parents manage this perplexing and trying set of circumstances.

The information provided is not a guarantee for receiving insurance reimbursement or coverage. It should be noted that each individual situation is different, as well as each individual's private insurance coverage. A knowledgeable decision on how to approach the insurance dilemma should be taken.

Reasons Insurance Companies give for Denying Speech and Language Therapy:

Public Schools Provide Speech/Language Therapy

The responsibility of providing speech services for a school age child is that of the public school system, because the schools provide service for the child's educational needs.

Articulation Delay/Disorder is Not Covered in the Policy

An Articulation Disorder is sometimes used to define a variety of speech disorders, some of which have a direct medical component and could be covered by the insurance policy. These can include dysarthria, cleft plate, etc. Some policies do not recognize or cover Verbal Apraxia or Dyspraxia, a motor speech "articulation" disorder, which is not a standard articulation disorder and has a neurological base. According to the American Speech Language and Hearing Association, they described this lack of coverage as "an insurance policy that provides treatment for broken bones, except for breaks of the arm or legs."

If insurance has denied a claim based on an Articulation Disorder, proper documentation should be given to the insurance company disputing the denial, such as a report/letter for the child's speech therapist or physician.

Policy Does Not Cover For a Preexisting Condition/Rehabilitation Not Habilitation Services are Provided

Most insurance policies cover speech services or rehabilitation services of adults, who have developed speech/language and lost it, but do not cover for children who are developing language. In order for a child to receive services, they must have developed some language, then lost it, and therapy should bring them back to an age-appropriate level.

According to ASHA, language is not a skill that is limited to vocal expression, nor is speech. Language foundations are developing long before a child is born. They also stated, "requirements of first possessing a language ability then losing it, is not related to the medical needs of infants and young children."

Some states have adopted laws that prohibit discrimination based on a person's age. If an adult can receive speech therapy for verbal dyspraxia, a child with the same disorder must also be provided with this service. The United States federal rehabilitation services provision 42 USC 300 e-1 (1), required that speech, occupation, and physical therapies include "habilitation" services under "rehabilitation services".

If insurance has denied a claim based on this, documentation should be provided as to why it should be covered. It should also state that the child's language impairment occurred at a specified point along their development (e.g. resulting from a medical condition such as head injury, chronic ear infections, etc.) and therefore, speech services are rehabilitative.

There Must be a Significant Improvement

Information should be provided that documents the child's progress during treatment. All gains in speech and language should be shown. Insurance companies periodically require progress notes. It may be beneficial that the therapist provide these notes, whether or not it is required from the insurance company. If, in the future, any claim for services is denied, proof is provided that the services benefited the child. The insurance company may also periodically require a more formal assessment/progress report to determine measurable gains. These requirements vary with each insurance company and should be investigated and clarified for the speech therapist.

Speech/Language Therapy it is Not a Medical Necessity

Insurance companies define a medical need as "services provided by a physician, speech-language pathologist, etc., that identifies and treats a disorder/illness, using appropriate standards of good medical practice and the most appropriate level of service." A clear definition of medical necessity should be provided by the insurance policy.

Based on the definition, verbal dyspraxia qualifies as a medical necessity. Verbal Dyspraxia is described by ASHA, as 'a medical condition consistent with the definition of illness and disease, and that it is a disorder of body function.' It should be noted that before calling your insurance, be sure you are informed about the diagnosis of verbal dyspraxia and compare it to their definition of medical need/necessity.

Insurance companies are not qualified to evaluate medical needs. They are not hospital or medical facilities. This is the responsibility of a therapist or physician. Insurance companies can only determine medical necessity based on the information provided to them. If the claim has been denied, it is important to ask what is needed to prove medical necessity. Provide them with the information they do not have. Make sure that all reports, evaluations, etc. has been received and that the claims department understands the diagnosis. It is important that you be assertive as to why therapy is medically necessary. Many times the way reports are worded will determine approval or denial. It is recommended that reports should include treatment criteria as well as duration of treatment.

Policy Does Not Cover for Developmental Delays

Many times, insurance companies will not pay for speech therapy if speech is "developmentally delayed," which to them, states that the condition will improve over time with or without treatment. Even though the terms Developmental Verbal Dyspraxia/Apraxia of Speech are common to speech therapy, many times the use of these terms is the entire bases for denial. When insurance companies see the word developmental they automatically assume developmental delay, and do not see it as their responsibility to pay for therapy with this diagnosis. When claims are denied, many insurance personnel are not aware that Developmental Verbal Dyspraxia is not the same as a Developmental Delay, and this term is given as a diagnosis and distinguish it from Acquired Apraxia. Terms like oral motor planning disorder or motor speech disorder should be used instead.

When diagnostic codes are used by the physician or therapist, a code for developmental articulation delay (315.39) or developmental language delay (315.32) should not be used. Codes that should be used are (315.4) or (784.5). It is important to ask what code the physician or therapist is using. If a claim has been denied due to the fact that the term developmental was used, documentation to the contrary must be provided.

Important Suggestions to follow

Treatment Length

Some insurance policies only cover speech therapy as a short-term benefit. If this is the case, the therapist may need to provide the insurance company with a progress summary every two months, which includes long-term goals, short-term goals, prognosis, and long-term objectives. Toward the end of the two month period, a progress summary must be submitted and detail what goals have been met, and whether or not therapy needs to continue.

Appeal for Services

When a claim is denied, it is important to ask for the denial in writing, and to appeal the decision using the proper procedures outlined by the insurance company. Always document your phone calls made to the insurance company,

and get the first and last name of the person to whom you spoke with, as well as the date. Keep good notes about the conversation. Even if the appeal procedures with your insurance company are not successful, sometimes an appeal can be made to the state's insurance commission.

Insurance Agreements

It is important to always review the language of the policy. Break it down so that you understand what each term means and how the insurance company will interpret it. The fact that a policy states that it does not cover for a specific diagnosis is not always so. Look for loopholes in the agreement that might be able to benefit you.

Some helpful Web Sites:

<http://www.apraxia-kids.org/links/linkslegal.html>

<http://www.apraxia-kids.org/topics/insurance.html>

<http://www.nichey.org/index.html>

<http://www.harp.org/-fad>

<http://www.insuranceattorney.com/claim.htm>