

## **Additional Insurance Tips when Appealing Speech Treatment Denials**

Denials of speech treatment by your insurer may be for a variety of reasons. The following lists some common reasons for insurance denials and additional tips for your appeal:

### Speech Therapy is Not Medically Necessary

Look at your insurance contract to see what definition is given for “medical necessity”. Ask your insurer what is needed to prove medical necessity. Try to pinpoint what data they are lacking. Often the insurance company has misunderstood the speech therapist’s diagnosis or they have not received the necessary documentation. Act as the liaison between your insurance company and your therapist to get the appropriate documentation to your insurance provider.

### Speech Therapy Must Result in Significant Improvement

If you or your SLP have been documenting your child's progress, this information should be useful to show gains made. Document all gains (speech and receptive/expressive language) and use what is applicable. Some insurance companies will require regular periodic progress reports. If yours doesn't, ask your therapist to provide these to you on a regular basis. Thus if your insurance company comes back later with this type of denial, you will have proof of the progress.

### Service Must be Rehabilitative for a Loss of Previously Attained Level of Functioning (or Condition is of a Congenital Etiology or Pre-Existing Conditions are not covered)

This denial is based on common misconception that rehabilitation services are only necessary when there has been a loss of former function since this is the majority of cases for adults receiving therapy. Speech and language skills are not limited to vocal expression. The foundations of speech are being developed before a child is born. Some states have laws that prohibit insurance companies from discriminating on the basis of age; if an adult is receiving covered speech services for the same symptoms, then a child's therapy must also be covered. Investigate your state's laws concerning medical insurance.

In addition, the United States' federal rehabilitation services provision of 42 USC 300 e-1(1), federal required benefits for physical, speech, and occupational therapies and HCFA's interpretation of the federal provision include “habilitation” services under “rehabilitation services”.

If you receive a denial of services on this basis, provide your insurance company with documentation to show either why habilitative services should be covered when rehabilitative services are covered and/or information to demonstrate that your child's speech difficulty manifested at some specific point in time (i.e. after chronic ear infections, after an incidence of anoxia, after a head injury, etc. – detail the frequency, duration, and seriousness of any such incident), therefore, speech therapy is rehabilitative in nature.

### Articulation Disorders are “Developmental”. “Developmental delays” are not covered.

The phrase “developmental Articulation Disorder is not the same as “developmental delay.” Insurers interpret this to mean that this condition “will improve with time with or without treatment”. Insurers do not understand that in the academic literature and speech practice the word “developmental” is used primarily to distinguish the condition from one that is occurring in an adult. Provide documentation to your insurance company demonstrating that the speech difficulty is of a severity that it will not “go away” without treatment.

The insurance company might also be confusing an “articulation disorder” with a “developmental disability”. An articulation disorder is not a “developmental disability,” though it can co-occur, in some children, with a developmental disability. Regardless of whether or not a child is developmentally

disabled, in addition to having an articulation disorder, the insurance company should not deny the claim on the basis of the developmental disability, if speech therapy would otherwise be covered.

### Articulation Disorders Are Not Covered

Review your insurance contract (also referred to as the “member handbook”) referring to the section that discusses your coverage for therapies, often referred to as “physical therapies” or under the header of physical, occupational, and speech therapy”. If there is no explicit exclusion of coverage for “articulation disorders,” appeal the denial based on the lack of specificity in the contract.

### Public Schools are Responsible for Providing Speech Therapy for School-Aged Children

Schools are responsible for the educational needs of the child. The medical community (of which speech-language pathologists are members) are responsible for the medical needs of the child. The services sometimes overlap, but the public school is not a medical provider any more than the medical provider is an educational institution. Unless your contract specifically states that speech therapy will not be covered for any school-aged child, the school’s responsibility is not a concern of the insurance company.

During an appeal of a denial based on the school district’s responsibilities, state the delineation of responsibilities. Specify how the school district’s speech therapy services differ from the private speech therapy services and the reasons why you have determined a need for both. The following may also be helpful to include:

Per the Individuals with Disabilities Education act (also referred to as IDEA, see The United States Department of Education, Office of Special Education and Rehabilitative Services, <http://idea.ed.gov/>, public schools are responsible for insuring that a child can receive benefit from his or her education. IDEA provides for the needs for children as they relate to education. IDEA does not provide for the medical needs of my child, which is why I have health insurance coverage for him/her.

Source: <http://www.speechville.com>