



Anastasia Taylor <stas.taylor@acfstexas.com>

Nov 3, 2021, 6:55 PM

to Joseph, Serina, Tammy

Your message, protected by Virtru

[No expiration date](#)

---

Joseph,

Attached is our Formal Request to Terminate with Cause the Provider Agreement between Amerigroup and ACFS. We will send an additional copy via certified mail to the addresses on the letterhead. **Please confirm receipt of this document and advise if any additional steps are required for this to be effective at the end of the 90-Day waiting period should the issues of non-payment remain unresolved.** It is truly heartbreaking to not be able to offer ourselves as an in-network provider for our many community members in need of life-changing counseling services. However, it has been equally heartbreaking to let go of ACFS staff members because of the continued inconsistent and unresolved payment issues despite clean claims submitted in good faith.

In Service,

**Anastasia Taylor, MSSW, LCSW-S** (she/her)

CEO / Founder, Licensed Clinical Social Worker - Supervisor

Alliance Child & Family Solutions

Phone: [\(817\) 851-2042](tel:(817)851-2042)

Fax: [\(817\) 405-3364](tel:(817)405-3364)

[www.acfstexas.com](http://www.acfstexas.com)

**comprehensive services, compassionate solutions**

Secured by Virtru

---

1 SECURED ATTACHMENT

2021.11.03 - Am... .tdf

200.3 KB



**COPY**

November 3, 2021

**SUBJECT:** Formal Termination of Agreement for Cause

REFERENCE: Amerigroup Texas, Inc.

d/b/a Amerigroup Community Care

Participating Provider Agreement

For Physicians and Allied Health Professionals

Phys & AHP Agmt 5-2012 (rev10-13)

BY AND BETWEEN: Amerigroup Texas, Inc. d/b/a Amerigroup Community Care (“Amerigroup”) and

PROVIDER: Alliance Child & Family Solutions d/b/a ACFS Texas (“ACFS”)

TAX ID: 46-2117819

EFFECTIVE DATE: 12/16/2015

**TO:** Mr. Joseph Tahmoush, Amerigroup Provider Relations Representative

[joseph.tahmoush@amerigroup.com](mailto:joseph.tahmoush@amerigroup.com)

**CC:** Amerigroup Texas, Inc.

ATTN: Provider Configuration

P.O. Box 62509

Virginia Beach, VA 23466-2509

Amerigroup Texas, Inc.

ATTN: Provider Relations

P.O. Box 61789

Virginia Beach, VA 23466-1789

Dear Mr. Tahmoush,

**The purpose of this letter is to submit our formal request to Terminate for Cause the Participating Provider Agreement (“Agreement”) between Amerigroup Texas, Inc. d/b/a Amerigroup Community Care (“Amerigroup”) and Alliance Child & Family Solutions d/b/a ACFS Texas (“ACFS”) that was executed December 16, 2015.** Pursuant to Section 10.3 of the Agreement, this formal request is for this Termination of Agreement for Cause to be effective ninety (90) days from today, February 1, 2022:

*“Either party may terminate this Agreement for Cause, defined as a material breach of this Agreement by the other party hereto, upon ninety (90) days prior written notice to the other party. The notice shall set forth the reasons for termination and provide the breaching party ninety (90) days to cure such material breach or the termination becomes effective.”*

ACFS asserts that Amerigroup Texas, Inc. d/b/a Amerigroup Community Care has violated the terms of the Agreement through the following material breaches:

**FIRST (1st) AGREEMENT VIOLATION**

Failure to fulfill the obligations outlined in ARTICLE IV: REIMBURSEMENT, Section 4.2 Reimbursement:

*Amerigroup shall pay to Provider the reimbursement specifically set forth in Attachment A as payment in full for the Covered Services provided to Covered Person. Amerigroup shall adjudicate a Clean Claim, in accordance with, and within the time frames under, the Regulatory Requirements applicable to a Program. Amerigroup shall pay Provider interest on all Clean Claims that are not adjudicated within the applicable prompt pay period at the interest rate specified under the applicable Program.*

**ATTACHMENT A: REIMBURSEMENT, Section IV: Compensation**

Amerigroup shall compensate Provider for Covered Services specified in this table and provided to Covered Persons, subject to all terms and conditions of this Agreement, as well as in accordance with benefit design, Coordination of Benefits (COB), applicable authorization requirements and Amerigroup's Provider Manual, in an amount equal to lesser of Eligible Charges or the amounts shown below:

PROGRAM: MEDICAID			
SPECIALIST SERVICES			
Service Description	Billing Code	Rate	Method
All Services	Applicable CPT/HCPCS code	100 % of the Texas Medicaid Fee Schedule	Per Service

All services billed by Provider will be submitted on a CMS 1500 (or its successor) form or corresponding electronic format.

AMERIGROUP'S ACTIONS: ACFS asserts that Amerigroup has failed to comply with this term by refusal to pay for clean claims submitted AND underpayment of claims at amounts other than what is outlined in the Texas Medicaid Fee Schedule.

**SECOND (2nd) AGREEMENT VIOLATION**

Failure to fulfill the obligations outlined in ARTICLE IV: REIMBURSEMENT, Section 6.9 Claims Payment:

“Upon written request, Provider shall be entitled to receive such information as may be reasonably necessary for Provider to determine that Provider is being compensated in accordance with the terms of this Agreement.”

ACFS made multiple attempts to request what information was necessary to be compensated for the services completed in terms of the Agreement. Amerigroup did not respond to any of these questions to provide the information reasonably necessary to receive compensation. ACFS requested this information via Amerigroup Providers Representative on multiple dates with no response to the requests made on each of the following dates: 08/05/2021, 09/01/2021, 09/10/2021, 09/15/2021, 09/29/2021, 10/05/2021, 10/08/2021.

**ACFS' ATTEMPTS TO RESOLVE THE MATERIAL BEACHES BY AMERIGROUP**

ACFS has made multiple attempts to resolve the breach of Agreement with Amerigroup in accordance with the procedures set forth in ARTICLE VI: COMPLIANCE WITH MEDICAID/CHIP REGULATORY REQUIREMENTS, Section 6.10 Complaints and Appeals: “Provider shall comply with the complaint and appeal processes applicable to Provider as set forth in the Amerigroup Provider Manual.”

ACFS followed the procedures outlined in the Amerigroup Provider Manual, specifically for Medicaid/CHIP, in Section 9.2 Provider Complaints, Payment Disputes and Medical Appeals, article 9.2.1 Provider complaint resolution, which state:

“Amerigroup maintains a system for tracking and resolving provider complaints pertaining to administrative issues and non-payment-related matters within 30 calendar days of receipt. Amerigroup accepts provider complaints orally through Provider Services at 1-800-454-3730 or through local health plan Provider Relations representatives.”

---

After exhausting all possible attempts to resolve the issues outlined below regarding payment of claims, ACFS escalated the issue by formally contacting the Amerigroup local health plan Provider Relations representatives.

, Mr. Keith Jackson, Mr. Joseph Tahmoush, and Ms. Kerrye Randall on varying dates:

- 03/09/2021 - ACFS via Ms. Serina Mims reached out to Amerigroup via Mr. Jackson with the following concerns after our ACFS Billing Team (led by Ms. Tammy Hulsey) was unable to resolve the issues with the Amerigroup Claims Department: *"I am not sure what the issue is and we are needing to address this immediately. We have been attempting to resolve these types of issues since 11/2020 and they have since been ongoing. [...] I understand that your PDM department updates a part of the provider profile however, we need to know what is going on with the contract that is allowing/permitting these denials. I have sent this email to you as I am unaware of who the new provider representative is and the credentialing email for Amerigroup. All we are asking here is for some assistance to identify the problem here. If you are unable to answer the questions regarding the issues we are having please direct me to who can. We need a resolution and we need for these claims that are being denied to be sent for reprocessing other than from ACFS. Unfortunately, we have not been getting timely responses or claims processing greatly affecting our agency. [...] Since some of these claims are from 2020 and 2021, Keith will need to make sure these claims get passed through and processed or they are going to deny for past timely filing. We can appeal that decision because we can show proof since the claims are being denied incorrectly on their end but we should not be required to go through that process when we sent good faith clean claims and they denied the claims for no valid reason."*
- On 03/12/2021, ACFS via Ms. Tammy Hulsey communicated to Amerigroup via Mr. Jackson: *"We continue to have 81 outstanding claims at this time that have been denied stating our contract does not allow us to bill for 90791, 90834 and 90837. We have confirmed the modifier 95 is not dropping from the claims on our end prior to being received in your claims system. I do not feel this is the issue because we are receiving payments on other claims from Amerigroup without any issue. We should not be required to appeal these claims since we submitted Good Faith, clean claims and they were denied incorrectly in your claims system. When the claims are truly denied due to the modifier being incorrect or missing, or for any denial, your Customer Service department should be educated on how to clearly state the denial reason instead of giving a denial reason that does not pertain to the reason the claim was actually denied. This would help to not create unnecessary work on both ends when the incorrect information is provided. We appreciate any assistance you can provide us with to help resolve these issues and continue receiving payment for our services."*
- On 04/23/2021, ACFS via Ms. Hulsey communicated to Amerigroup via Mr. Jackson regarding claims initially denied as missing a modifier that had already been appealed electronically through the proper channels, yet were still denied with an error code stating: According to the Provider/Amerigroup contract, provider billing a code 90837 that is not listed on the Texas Fee schedule. Effective as of 05/01/2012 there is no default terminal pricing, therefore no reimbursement is due. The full email included that all of the codes we are using are approved in the TMHP Behavioral Health Provider Manual and that there is no apparent reason for denial of the clean claim.
- On 04/23/2021, ACFS via Ms. Hulsey communicated to Amerigroup via Mr. Jackson with the ERA received from Amerigroup which indicated a clean claim with all applicable modifiers was submitted electronically to Amerigroup and still denied.
- On 04/26/2021, ACFS via Ms. Hulsey communicated to Amerigroup via Mr. Jackson that she wanted to follow up on the status of the spreadsheet that was sent. The provider stated that no

---

update had been received and their claims are continuing to deny and would like to resolve this as soon as possible so they can start receiving payments for their services.

- On 05/04/2021, Amerigroup via Mr. Jackson communicated to ACFS via Ms. Hulsey: "He [new Provider Representative Joseph Tahmouh] and I have met and discussed your current Telehealth denials. I have forwarded him the latest spreadsheet and your recent communications. **I did advise him that I have researched the claims and have not been able to determine a cause for denial. Maybe a fresh set of eyes will see something that maybe I overlooked.**"
- On 05/12/2021, ACFS via Ms. Hulsey communicated to Amerigroup via Mr. Tahmouh requesting a conference call to discuss the denials.
- On 05/19/2021 - ACFS via Ms. Serina Mims asked Amerigroup via Mr. Tahmouh for an updated roster of all providers and lines of business, including the dual plan.
  - 05/19/2021 - Amerigroup via Mr. Tahmouh responded to ACFS via Ms. Serina Mims with a roster, but noted: "Please find attached the current roster for ACFS, this is not the format I normally use because it tends to be an overload of information but it breaks down the providers by each product and each location. **I did highlight in yellow some specific products which are a concern, the majority of which are CHIP primate rows which were not set up correctly. I am submitting these to our provider data team to have the agreements corrected. I don't have a report that generates for the MMP Products and they are not included on this report. There have been some technical issues with reporting on MMP.**"
  - 05/19/2021 - CFS via Ms. Serina Mims asked Amerigroup via Mr. Tahmouh: "Thank you for the roster. How does the CHIP issue affect ACFS billing? What do we need to be aware as far as billing and or credentialing concerns?"
  - 05/19/2021 - Mr. Tahmouh responded: "I have submitted the ticket to have these providers updated with correct agreements on ticket PRVINT-00038128, **until these have the correct pricing agreement attached claims submitted for the specific product will behave as though the practitioner is out of network, likely denying for no authorization or paying at the reduce out of network rate.** Once the pricing agreements have been corrected, I will be submitting a claims project for these providers to reprocess any claims denied or paid at the incorrect rates. **This does account for many of the claim issues you have been experiencing as well so once updated you should see an improvement in the number of claim denials you are seeing.**"
- On 05/21/2021, Amerigroup via Mr. Tahmouh and ACFS via Anastasia Taylor, Serina Mims, and Tammy Hulsey had a video conference call that resulted in the following: Joseph indicated that he would escalate the technology issues and expected all items to be resolved within their system within 30 calendar days. Joseph did note that once these items were corrected within the system, ACFS would likely have to resubmit claims for payment, but that all claims for all ACFS providers with Amerigroup should be appropriately resolved moving forward once the correction was made. No action required from ACFS at this time.
- On 07/06/2021, Mr. Tahmouh, Anastasia Taylor, and Tammy Hulsey had a video conference regarding 337 claims and it was determined that to satisfy the billing issues that the provider was having due to the data problems of Amerigroup, it was advised that a supervisory approval was being requested to complete a Single Case Agreement to cover all unpaid claims since 01/01/2020. The remaining roster concerns were also addressed. **No further response received.**
- 07/26/2021 - ACFS via Ms. Anastasia Taylor emailed Amerigroup via Mr. Tahmouh the list of 337 unpaid claims + 1,016 underpaid claims and requested what information was necessary to be paid. **No response received.**

- 
- On 08/05/2021, ACFS via Ms. Serina Mims emailed Amerigroup via Mr. Tahmouh with a signed Single Case Agreement to hopefully resolve concerns dating from 01/01/2020. On 08/09/2021, ACFS via Ms. Anastasia Taylor emailed Amerigroup via Mr. Tahmouh requesting information about how to resolve outstanding claims, specifically: *"We have signed the SCA agreement but there were several items I was hoping you can answer: 1. What is the estimated turnaround time for countersignature? 2. The SCA states "11. So long as Provider has the electronic capability, the Provider will attach a copy of the Single Case Agreement to the Claim form upon its electronic claims." ^^ I want to clarify the above- are we needing to resubmit claims in some form or fashion? Or will you be processing the list given? Also, I do not believe we are able to submit a copy of the SCA other than that if there is an identifying number we can include, similar to a preauthorization code? Also, how does the SCA affect future claims submitted or providers we may have pending Credentialing? Looking to having these matters promptly resolved. Thank you!"* **No response received from any Amerigroup Representative.**
  - 09/01/2021 - ACFS via Ms. Anastasia Taylor emailed Amerigroup via Mr. Tahmouh with an urgent request for payment. No response received. **No response received from any Amerigroup Representative.**
  - 09/10/2021 - ACFS via Ms. Anastasia Taylor emailed Amerigroup via Mr. Tahmouh with Second/Final urgent request for payment. **No response received from any Amerigroup Representative.**
  - 09/15/2021 - ACFS via Ms. Anastasia Taylor emailed Amerigroup via Mr. Joseph Tahmouh AND Ms. Ashley Clay with Third/Final urgent request for payment. **No response received from any Amerigroup Representative.**

Despite no resolution or response, ACFS continued to follow the procedures outlined in the Amerigroup Provider Manual, specifically for Medicaid/CHIP, in Section 9.2 Provider Complaints, Payment Disputes and Medical Appeals, article 9.2.1 Provider complaint resolution, which state:

*"If a provider is not satisfied with the resolution of the complaint by Amerigroup, the provider may complain to the state."*

On 09/15/2021, ACFS via Ms. Anastasia Taylor submitted a formal complaint to the state via Texas Health & Human Services Commission ("HHSC") Research and Resolution Team for HHSC Managed Care Compliance and Operations. Case Tracking Number: A09152021.0080003.

ACFS continued to make multiple attempts to resolve the material breach by Amerigroup of non-payment of claims through the following contacts:

- 09/29/2021 - Amerigroup via Ms. Kerrye Randall reaches out by phone to ACFS via Anastasia Taylor to acknowledge the complaint. Full spreadsheet of unpaid claims is sent to Ms. Randall to review. **Ms. Randall makes no further contact or response.**
- 10/05/2021 - ACFS via Ms. Anastasia Taylor communicated to Amerigroup, via the Amerigroup Provider Escalation Department, Mr. Tahmouh, and Ms. Randall, requesting assistance and payment for a number of outstanding claims. **No response was received from Amerigroup Provider Escalation Department, Mr. Tahmouh, or Ms. Randall despite read receipts from both Mr. Tahmouh and Ms. Randall.**
- 10/08/2021 - ACFS via Ms. Anastasia Taylor communicated to Amerigroup via Mr. Joseph Tahmouh, Ms. Randall, Ms. Clay, HHSC Representative assigned to complaint, and Amerigroup Provider Escalation Department requesting what additional information is necessary to pay the



**COPY**

---

clean claims that were denied. **No response was received from any party despite despite read receipts from both Mr. Tahmoush and Ms. Randall.**

In the unlikely event that all claims are paid in full prior to the termination effective date of February 1, 2022, and thus resolving the material breach of agreement by Amerigroup, ACFS would formally request that the original date requesting the termination of contract remain on file.

On or before February 1, 2022, ACFS will follow up via formal written notice to formally execute one of the following actions:

- Execute termination of the Agreement based on the unresolved material breaches by Amerigroup;
- Rescind the formal request to terminate the Agreement based on resolution of the issues; or
- Recognize resolution of Amerigroup's material breach of agreement, but continue with a request to terminate the Agreement as a Termination Without Cause to be effective at one hundred twenty (120) days on March 3, 2022.

Your prompt resolution of the issues discussed in this and other communications is greatly appreciated. Thank you,

A handwritten signature in black ink that reads "ATaylor LCSWS".

Anastasia "Stas" Taylor, LCSW-S  
CEO/Founder of Alliance Child & Family Solutions

Email: [Stas.Taylor@acfstexas.com](mailto:Stas.Taylor@acfstexas.com)

Phone: 817-851-2042 x 626