

## Decompression Facts, Myths and Hyperbole

### STANDING UP TO THE ACN BULLY

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While there are many decompression subjects and issues we would like cover in the next few months, this article discusses our long battle with American Chiropractic Network (ACN) with regard to spinal decompression therapy. It all began last summer, when ACN notified us that because we offer spinal decompression services, our provider contracts would be terminated.<sup>1</sup>

We are pleased to inform you -under our threat of an imminent lawsuit - that on April 11, 2008, ACN sent us notice in writing that we would be reinstated as contracted providers. Our eight-month appeals battle with ACN over the decompression issue has been fought and won. However, we fully expect ACN to continue to attempt to "bully" other providers on the decompression issue. Unfortunately, many doctors will not have the financial resources or expertise to fight back successfully.

In an effort to help ACN-contracted decompression doctors avoid the nightmare and large financial loss we suffered, we took the time to scan and convert to PDF the 22 most relevant documents that detail our positions on decompression, along with the disjointed, contradictory positions of ACN. Those 22 communications and resources are summarized as follows:

1. ACN Reimbursement Policy on Nonsurgical Spinal Decompression Therapy, adopted by the ACN "Reimbursement and Technology Committee" on Aug. 9, 2007 (just two business days before the date of our termination notice) and adopted by the ACN "Quality Improvement Committee" on Oct. 11, 2007 (just six business days before the notification that our first appeal had been rejected).
2. Fifty-plus traction distraction decompression study abstracts.
3. Aug. 13, 2007 letter authored by ACN Director of Network Strategy and Policy, Victor B. Feldman, DC, to our attorney that states in the last paragraph, "All providers who participate with ACN Group network are required to meet the same ACN Group participation standards. These written standards are uniformly applied to all providers."
4. Aug. 14, 2007 letter authored by ACN National Credentialing Risk Management Chair, LeAnn Olson-Krejci, DC, notifying us that our provider contracts would be terminated on the basis of offering "experimental or unproven modalities" and for advertising a discounted fee.
5. Our Sept. 12, 2007 letter of appeal detailing the bases for why the attempted termination by ACN was in error.
6. Our Oct. 2, 2007 letter to the legal department of United Healthcare.
7. Oct. 3, 2007 letter authored by ACN Senior Vice President of Clinical Programs, Dave Elton, DC, to the Texas Department of Insurance in response to the complaint we filed.
8. Oct. 18, 2007 letter authored by ACN Appeals Committee Recording Secretary, Jean Kaiser, notifying us our appeal had been denied.
9. Our attorney's Nov. 18, 2007 letter to ACN Recording Secretary Jean Kaiser, notifying ACN that we were appealing our terminations to the Level II Appeals Committee and the legal basis for the appeal.
10. Our Nov. 18, 2007 letter to ACN National Credentialing Risk Management Chair, LeAnn Olson-Krejci, DC, which (1) detailed the errors in Dr. Elton's Oct. 3, 2007 letter to the Texas Department of Insurance; and (2) suggested that ACN's opposition to decompression might

be because doctors of chiropractic are attracting more disc patients and thus affecting ACN's bottom line, since ACN has to make reimbursement for the other services performed.

11. Dec. 6, 2007 "rebuttal" letter authored by Dr. Elton which he indicates was furnished to the Level II Appeals Committee.
12. Our attorney's Dec. 14, 2007 letter to Dr. Olson-Krejci, notifying her that we had learned ACN/UHC policies were being applied inconsistently.
13. The Dec. 6, 2007 e-mail communication we obtained documenting United Healthcare Strategic Account Executive Lauren Cates had agreed to "cover spinal decompression at 100% of billed charges going forward," eliminate ACN "visit restrictions, necessity of treatment plans, etc." and "change the chiropractic visit policy year maximum from 30 visits to 45 or 50 visits."
14. Jan. 15, 2008 letter authored by Dr. Elton, responding to our attorney's claim that ACN/UHC policies were being applied inconsistently and the offer of the Level II Appeals Committee to reinstate our ACN provider status if we would agree to:
  - bill for "spinal decompression outcome" as mechanical traction treatment using the 97012 code as supported by the American Chiropractic Association; and
  - discontinue the advertisement of spinal decompression, which is associated with a standard visit protocol and the request for advance collection from patient of payment in full for all spinal decompression outcomes for which the patient has insurance coverage if billed using the 97012 code
15. Our attorney's Feb. 6, 2008 letter to Dr. Elton, accepting the offer of the Level II Appeals Committee.
16. Feb. 26, 2008 letter authored by Dr. Olson-Krejci, incorrectly telling our attorney we were required to discontinue all decompression advertising in order to be in compliance with the agreement.
17. Our attorney's March 19, 2008 letter to Dr. Olson-Krejci, strongly stressing that the agreement did not require us to discontinue all decompression advertising.
18. March 28, 2008 letter authored by Dr. Olson-Krejci, attempting to add provisions to the agreement offered by the Level II Appeals Committee, which we accepted.
19. April 2, 2008 letter authored by Dr. Elton, which contradicted Dr. Olson-Krejci's position and which sought to add additional provisions to the agreement offered by the Level II Appeals Committee (terms of which we had already accepted).
20. Our attorney's April 9, 2008 letter to Dr. Olson-Krejci stating that this would be her last letter before filing a lawsuit for breach of contract and recovery of attorney fees.
21. April 9, 2008 Texas Chiropractic Association Brief to the Texas Insurance Commissioner regarding decompression therapy.
22. April 11, 2008 letter authored by Dr. Olson-Krejci informing us we will be reinstated as ACN contracted providers.

If ACN is attempting to terminate your provider contract on the basis that you offer decompression therapy, we will be happy to furnish these documents to you or your attorney in their entirety. Hopefully, the advice, legal arguments, documents, facts, resources and data will give you the tools to fight back against ACN's attempts to "bully" you into doing something that is not in the best interest of your practice and your patients. Just fax us a copy of the notification of termination letter you received from ACN, and we will give you the Web site address where all of the documents can be accessed online.

But rather than going through the lengthy and time-consuming appeals process, we believe there is a much simpler way to chase the ACN "bully" away! Since ACN's policies and provisions are required to be applied uniformly among all providers (see Dr. Feldman's statement - Item 3 above), you may want to inform ACN you want the same "deal" the ACN Appeals Committee offered to us. As previously stated, our two-part "deal" with ACN reads as follows:

- bill for "spinal decompression outcome" as mechanical traction treatment using the 97012 code as supported by the American Chiropractic Association; and
- discontinue the advertisement of spinal decompression, which is associated with a standard visit protocol and the request for advance collection from patient of payment in full for all spinal decompression outcomes for which the patient has insurance coverage if billed using the 97012 code.

If you are willing to accept and comply with those provisions, only the following restrictions should apply to you regarding decompression for ACN patients:

1. Code and report the decompression outcome as mechanical traction (97012) for all ACN patients.
2. Do not advertise a discounted fee.
3. Do not advertise a standard number of visits protocol.
4. Do not advertise that full payment must be made in advance.

In our opinion, agreeing to those provisions is a very small price to pay to be in full compliance with ACN and be able to continue to offer needed decompression services to your patients. More importantly, the ACN agreement with us absolutely "guts" its previous position that decompression is unproven and experimental. ACN simply cannot maintain that position when it has agreed to reimburse us for the "spinal decompression outcome" if we simply code the service as 97012.

In a funny twist and based on our agreement with ACN, we have changed our decompression Web site to indicate that insurance coverage might be available, and we plan to make our ACN and United Healthcare patients aware of their new "spinal decompression outcome" coverage.

While we are thrilled for our practice, we are more thrilled that our efforts have stopped ACN's holy Jihad against decompression therapy providers. We believe the days of shortsighted and misguided ACN administrators bullying chiropractic patients and doctors of chiropractic in regard to spinal decompression therapy are now over.

#### *Reference*

1. "Offering Spinal Decompression Therapy? Expect ACN to Try to Terminate Your Contract!" *Dynamic Chiropractic*, Sept. 24, 2007. [www.chiroweb.com/archives/25/20/11.html](http://www.chiroweb.com/archives/25/20/11.html).

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