

STATE OF VERMONT

HUMAN SERVICES BOARD

In re ) Fair Hearing No. 17,797  
 )  
Appeal of )

INTRODUCTION

The petitioner appeals a decision of the Department of Prevention, Assistance, Transition, and Health Access (PATH) not to pay for a chiropractic service she received while a recipient of Vermont Health Access Program (VHAP) benefits. The Department moves to dismiss her appeal because she lacks a grievance.

FINDINGS OF FACT

1. The petitioner has received VHAP benefits for some time and has received several chiropractic services under this program during the last year for relief of severe pain resulting from an accident.

2. In September of 2001, the petitioner notified the worker who handles her VHAP benefits that she would be out of the state temporarily on an externship from September of 2001 to March of 2002 and wished to retain her VHAP benefits. She informed her worker that she had appointed a person to sign documents for her and to receive her mail because it would be

difficult to communicate with her. It was her understanding from the worker that her VHAP would not be affected.

3. In spite of this information, PATH terminated the petitioner from VHAP prior to March 1, 2002. The petitioner received this message from her contact person but was not able to see the entire notice until her return to Vermont in March of 2002. She contacted her worker about the termination and was told to reapply immediately which she did. She had no unpaid medical bills during the period she was not covered by VHAP.

4. The petitioner received a letter sometime around March 20, 2002 telling her that her VHAP had been reinstated. PATH alleged, but did not present evidence, that the petitioner was notified that she would be on VHAP-Limited until she was placed in managed care. PATH also alleged, but presented no evidence, that the petitioner should have received a brochure stating that chiropractic services are not covered while the petitioner is on VHAP-Limited.

5. The petitioner's credible testimony is that she never received such a brochure. She made an appointment for chiropractic care on March 27, 2002. Had she known the facts, she would have waited until the managed care started to make her appointment. The petitioner did not know at the time of

her appointment that her managed care was due to begin on April 1, 2002.

6. PATH took the position that it is not necessary to determine what information the petitioner actually had since the chiropractor as a Medicaid provider was under contract with PATH to verify the patient's eligibility before rendering the service and that its failure to do so prevents the chiropractor from billing either the VHAP (Medicaid) program or the petitioner-beneficiary for the service.

7. The petitioner agrees that she has not received a bill from the chiropractor. The chiropractor's receptionist, however, has indicated to her that she was expected to pay the bill but that a "special rate" (\$15) would be charged since VHAP would not cover the procedure. The petitioner has since had several post-April 1 visits to the chiropractor which have been covered by VHAP.

ORDER

The petitioner's appeal is dismissed.

REASONS

When eligible individuals are first enrolled in the VHAP plan, they are covered by an interim limited fee-for-service

benefit package until they can be enrolled in a managed care plan. VHAP 4002.3. That limited plan does not cover chiropractic services. See VHAP Procedures 4003. If all the needed enrollment information is available to VHAP by the 15<sup>th</sup> of the preceding month, the managed care enrollment occurs on the 1<sup>st</sup> of the next month. The managed care program does cover chiropractic services. VHAP Procedures 4005.

The Department says it routinely notifies recipients of this distinction but this apparently did not happen in the petitioner's case. As a result, she scheduled an appointment for chiropractic services a few days before she was enrolled in managed care. There is no dispute that the procedure was medically necessary.

The Department claims it has a contract with providers requiring them to confirm eligibility under all Medicaid-related programs, including VHAP, before providing a service. The Department maintains that if the chiropractor had followed this procedure she would have been informed that the petitioner was not yet covered by VHAP managed care for chiropractic services. The regulations do require providers to "accept as payment in full the amounts paid in accordance with the rate schedule established by Medicaid." M154. Recipients of Medicaid benefits (including VHAP) are only

required to make co-payments if required by regulation. M154. The Department maintains that this regulation and its contract with the participant-health provider, prevents the health provider from "balance billing" recipients for amounts not covered by VHAP. The participants themselves have a process of appeal to the commissioner and the Secretary for non-payment of bills under the contract. See M155.6 and M157.

In that event, the petitioner herself does not appear to have any standing to appeal since the chiropractor may not bill her for amounts that will not be paid by Medicaid through the VHAP program. Without a bill for the services, the petitioner lacks a grievance against PATH and the Board cannot grant her any relief. See 3 V.S.A. § 3091(a). If the petitioner does receive a bill from the chiropractor, she should bring it to the attention of her VHAP worker. If she gets no satisfaction, she may appeal to the Board again.

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