



State of New Jersey

DEPARTMENT OF HUMAN SERVICES

DIVISION OF MEDICAL ASSISTANCE AND HEALTH SERVICES

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CAROLE JOHNSON
Commissioner

MEGHAN DAVEY
Director

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
DIVISION OF MEDICAL ASSISTANCE
AND HEALTH SERVICES

E.F.,

PETITIONER,

v.

AMERIGROUP,

RESPONDENT.

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ADMINISTRATIVE ACTION

FINAL AGENCY DECISION

OAL DKT. NO. HMA 3211-2017

As Director of the Division of Medical Assistance and Health Services, I have reviewed the record in this case, including the Initial Decision, the OAL case file and the documents filed below. Petitioner filed exceptions in this matter. Procedurally, the time period for the Agency Head to file a Final Agency Decision in this matter is April 19, 2018 in accordance with an Order of Extension.

The matter arises regarding the notice from Amerigroup stating that Petitioner's nursing home stay from January 15, 2017 to January 29, 2017 would not be covered as the nursing facility, Rahway Healthcare Care d/b/a Riverton Healthcare, failed to notify

Amerigroup that Petitioner had been admitted.¹ That notice gave Petitioner the right to a fair hearing. Sam Stern, identified as the President of Future Care Consultants, LLC which is the parent company of the nursing facility, was designated by Petitioner to be her authorized representative. ID at 3.

The issue here does not concern Petitioner's Medicaid eligibility or her need for medical services. Rather it is the nursing home provider's failure to comply with the terms of its contract with Amerigroup and the applicable Provider Manual. Frankly, the notice sent to E.F. is not germane to her rights to appeal a decision about her ability to receive Medicaid benefits or services and incorrectly gave her the right to a Medicaid Fair Hearing. It is not E.F.'s Medicaid benefits that are at issue here as she received the services at the facility. Instead the nursing facility is stepping into E.F.'s shoes to claim that it should be paid under its contract with Amerigroup. As noted by Amerigroup's counsel, the nursing home failed to avail itself of the appeal terms of its contract with Amerigroup and is trying to correct that error by using E.F. That argument was not countered by E.F.'s representative. ID at 4.

The contract imposes no duty on E.F. to notify Amerigroup of her admission to the facility nor can E.F. be billed for services not covered due to the facility's failure to comply with its contractual obligations to Amerigroup. N.J.A.C. 10:74-8.7. The responsibility to seek prior authorization and to properly file claims lies with the facility. Any disputes regarding the denial of payment caused by the provider are governed by N.J.S.A. 26:2J and N.J.A.C.11:24-2.7 and any contractual agreements.

The arguments proffered by E.F. revolve around the provider manual which, as the ALJ noted, are not germane to her standing as a Medicaid beneficiary. Sam Stern cannot allege violation of the provider contract as he has relinquished his standing as a provider.

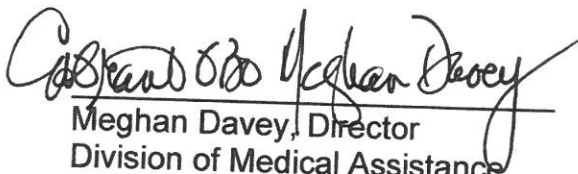
¹ These are the corporate names that appear on the provider contract attached to Amerigroup's motion for summary decision. In E.F.'s cross-motion for summary decision, she describes the facility as Alaris Health at Riverton. E.F. did not dispute that the provider contract was binding on the facility where she received services regardless of its current name.

Only E.F.'s interest as a beneficiary is relevant. The Initial Decision correctly addresses those issues that relate to beneficiary's interest and discards arguments that address the provider contract or the Provider Manual.

THEREFORE, it is on this ^{13th} day of APRIL 2018,

ORDERED:

That the Initial Decision is hereby ADOPTED.


Meghan Davey, Director
Division of Medical Assistance
and Health Services