Office of Medicaid
BOARD OF HEARINGS

Appellant Name and Address:

[redacted]

Appeal Decision:	Denied in part; Remanded	**Appeal Number:**	1948739
Decision Date:	07/24/2023	**Hearing Date:**	04/21/2023
Hearing Officer:	Scott Bernard		

Appearance for Appellant:
[redacted])

Appearance for MassHealth:
Dianne Braley (Taunton MEC)
Michelle Carvalho (Taunton MEC)

The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Office of Medicaid
Board of Hearings
100 Hancock Street, Quincy, Massachusetts 02171

APPEAL DECISION

Appeal Decision:	Denied in part; Remanded	**Issue:**	Long Term Care (LTC) Calculation of the PPA
Decision Date:	07/24/2023	**Hearing Date:**	04/21/2023
MassHealth's Rep.:	Dianne Braley; Michelle Carvalho	**Appellant's Rep.:**	[redacted]
Hearing Location:	Taunton MassHealth Enrollment Center		

Authority

This hearing was conducted pursuant to Massachusetts General Laws Chapter 118E, Chapter 30A, and the rules and regulations promulgated thereunder.

Jurisdiction

Through a notice dated November 13, 2019, MassHealth approved the appellant's application for MassHealth LTC benefits starting on February 10, 2018, with a monthly patient paid amount (PPA) of $2,848.82. (See 130 CMR 520.026 and Exhibit (Ex.) 1, pp. 4-5). The appellant filed this appeal in a timely manner on November 27, 2019. (See 130 CMR 610.015(B) and Ex. 1, pp. 6-7). Individual MassHealth determinations regarding scope and amount of assistance are valid grounds for appeal. (See 130 CMR 610.032).

In a letter dated December 19, 2019, the Board of Hearings (BOH or the Board) scheduled a hearing for January 8, 2020 at 9:30 A.M. at the Taunton MassHealth Enrollment Center (MEC). (Ex. 1, p. 9). Prior to the date of the hearing, the appellant's representative contacted the Board and requested a continuance because she was unable to get the time off from her work as a nurse. (Ex. 4). The Board stated that it would not continue the hearing to a later date but would make the hearing telephonic. (Id.). On January 8, 2020, the appellant's the Power of Attorney asked the hearing officer assigned to the appeal on that date[1] if she could reschedule the hearing, but the hearing officer denied the request. (Ex. 1, p. 3). The hearing evidently did not continue.

[1] This was a different hearing officer than the one who is writing this appeal decision.

On January 9, 2020, the Board sent the appellant and the Power of Attorney a letter notifying them that the appeal was dismissed pursuant to MGL c. 30A and c. 118E and 130 CMR 610.048 because "you did not appear and did not request a rescheduling before the date of the hearing." (Ex. 2). The notice also informed the appellant and the Power of Attorney that they could request the dismissal be vacated by explaining in writing why they did not attend the scheduled hearing and why they did not inform the Board before the date of the hearing if they did so within 10 days of the notice. (Id.).

On January 14, 2020, the Power of Attorney faxed[2] a letter explaining the reasons for the failure to continue with the hearing and requesting an in person hearing for a different later date. (Ex. 4). On January 16, 2020, the Board sent the appellant a letter notifying her that her appeal was dismissed pursuant to MGL c. 30A, c. 118E, and 130 CMR 610.035 because "your reason for not informing us before hand of your inability to attend the previously scheduled hearing does not constitute good cause." (Ex. 3). The notice gave the appellant the opportunity to seek judicial review in accordance with MGL c. 30A by filing a complaint with Superior Court within thirty days of the receipt of the letter. (Ex. 4; Ex. 5).

On March 28, 2020, MassHealth General Counsel's Office informed the Board of the commencement of a complaint for judicial review in Superior Court. (Ex. 6). On April 28, 2020, the Board forwarded a copy of the of the administrative record to MassHealth General Counsel's Office. (Ex. 7). On or around [redacted] the Board was notified that the appellant had passed away after the commencement of judicial review but before that date. (Ex. 8). On August 10, 2020, the parties agreed to dismiss the Superior Court action with the stipulation that MassHealth would grant the appellant a new hearing at the Board of Hearings on the underlying matter. (Ex. 9).

On February 15, 2023, the Board scheduled a telephonic hearing for March 14, 2023 at 10:30 A.M. (Ex. 11). On March 6, 2023, the appellant's attorney requested a postponement, which was granted. (Ex. 13). On March 9, 2023, the Board of Hearings rescheduled the hearing to April 20, 2023 at 11:00 A.M. at the Taunton MEC. (Ex. 14). Due to a misunderstanding, the appellant's representatives did not appear in Taunton on that date but did agree to appear for a telephonic hearing, which the Board scheduled on April 21, 2023 at 9:00 A.M. (Ex. 16).

Action Taken by MassHealth

MassHealth approved the appellant's application for LTC benefits with a PPA of $2,848.82.

[2] A copy of the faxed version of this letter was not in the hearing file forwarded to this hearing officer but it has been presumed that the letter dated January 14, 2020, which states it was both faxed and mailed, and which was received by mail at the Board of Hearings on January 21, 2020, is the statement the Board is responding to in its January 16, 2020 letter. (See Ex. 4).

Issue

The appeal issue is whether MassHealth was correct, pursuant to 130 CMR 520.026, in calculating the monthly PPA.

Summary of Evidence

Documentation MassHealth submitted indicates that the appellant was a person over the age of 65, who entered the nursing facility on or before [redacted] 2018. (Ex. 1; Ex. 15, pp. 2-3). Based on the date of a request for information[3] the MassHealth representative submitted with her materials, the appellant applied for MassHealth LTC benefits after August 1, 2019 but before October 11, 2019. (Ex. 15, p. 14).

The MassHealth representative testified that this appeal was based on the November 13, 2019 notice. (Ex. 1, pp. 4-5). This notice stated that effective February 10, 2018, the appellant would owe the nursing facility a monthly PPA of $2,848.82. (Id.). At that time, the appellant was receiving $1,212 per month in Social Security, and $1,874.02 per month from pensions. (Ex. 1, p. 5; Ex. 15A). The MassHealth representative explained that the appellant actually was receiving two pensions, one for $1,316.32 per month and the other for $557.70 per month, which MassHealth combined in the notice. (Ex. 1; Ex. 15, pp. Ex. 15A). MassHealth then deducted $72.80 per month for the personal needs allowance (PNA) and $164.40 per month for other health insurance. (Ex. 1).

The appeal concerns whether MassHealth should also deduct the cost of services the appellant received from her daughter and son. The MassHealth representative referred specifically to a Service Support and Maintenance Contract (the contract) outlining these services and their cost that the appellant signed on August 19, 2019. (Ex. 15, pp. 5-12). The contract states that the appellant's son and daughter (referred to in the contract as "PROVIDER") would provide the following services:

> a. Monitor health care. PROVIDER shall monitor **[APPELLANT]'s** health status, emotional and physical condition and well-being.
>
> b. Secure health care. PROVIDER shall attempt to secure qualified health care professionals, including doctors, nurses, nurse's aides, therapists, etcetera, to aid in diagnosis, treatment, cure and remedy of **[APPELLANT]'s** health, physical and emotional status as may be deemed necessary due to illness, discomfiture or mental health as found to exist from time to time.
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> c. Living arrangements. PROVIDER shall monitor **[APPELLANT]'s** health status, recommend and properly place **[APPELLANT]** in nursing homes or other

[3] The date on this request for information of course being October 11, 2019. (Ex. 15, p. 14).

environments, from time to time, necessary for **[APPELLANT]** to receive a continuum of care commensurate with her needs as perceived by PROVIDER. PROVIDER shall monitor the care provided at the facilities and will advocate for **[APPELLANT]** at the facilities and, if necessary, will seek to relocate **[APPELLANT]** to a facility that can better meet her needs.

d. Nursing care facilities. PROVIDER will be in constant contact with personnel and administration of nursing care facilities wherein **[APPELLANT]** shall be resident to maintain quality of care, services and resident rights. PROVIDER shall, as appropriate, attend care plan meetings at the facility at which **[APPELLANT]** is located.

e. Amenities. PROVIDER will provide **[APPELLANT]** with entertainment, hobby, recreational, social and physical activity commensurate with **[APPELLANT]'s** ability to pay for same and her needs, capabilities and wishes, including but not limited to radio, audio tapes, telephone and visitations by family and friends.

f. Shopping. PROVIDER will shop for and furnish clothing and personal effects, toiletry articles and other goods and wares for **[APPELLANT]'s** use commensurate with her needs and ability to pay for same.

g. Visitations. PROVIDER will visit **[APPELLANT]** at her place of occupancy from time to time and interact socially with **[APPELLANT]**.

h. Financial management. PROVIDER will oversee **[APPELLANT]'s** bank accounts and assets to the extent **[APPELLANT]**. shall make such information available to PROVIDER, assess efficacies and needs of investments and bill paying, and otherwise assist **[APPELLANT]** in paying bills and doing investments. If and when necessary, PROVIDER shall oversee the application for Medicaid benefits and shall make themselves available to gather necessary documents and other information requisite to application.

i. Support and maintenance. PROVIDER will generally provide support and maintenance services as detailed above and in general for **[APPELLANT]** as and when needed utilizing **[APPELLANT]'s** funds made available therefor. Should [APPELLANT] have no funds or should **[APPELLANT]** run out of funds, PROVIDER is under no obligation to pay for same.

j. General support, services and maintenance. In addition to the above. PROVIDER will render the following services for **[APPELLANT]**:

1. Schedule doctor appointments and arrange for any necessary

transportation for **[APPELLANT]** to see doctors.

2. Take **[APPELLANT]** on outings and walks commensurate with her ability and needs.

3. Assist **[APPELLANT]** in correspondence and communications with friends and family.

4. Communicate with **[APPELLANT]** on a regular basis to ensure her health, social and general welfare needs are met.

5. Communicate with health care professionals, attorneys. accountants or other professionals regarding any need that **[APPELLANT]** may require. PROVIDER will assist **[APPELLANT]** in coordinating the use of any professional services, however, PROVIDER is under no obligation to pay for the same. (Ex. 15. pp. 5-8).

The contract states that the son and daughter would provide these services at a rate of $55.00 per hour for a minimum of 23 hours per month for a total of $1,265.00 to be paid by the appellant in cash or in kind. (Ex. 15, pp. 8-9). The contract explains how the parties to the contract determined these figures:

a. Hourly rate. The parties acknowledge that guardians appointed by a Court for an incompetent ward who perform the services noted above generally receive compensation at the rate of $30.00 to $55.00 per hour and that geriatric care managers who perform such services on a contractual basis normally receive about $75.00 to $130.00 per hour for their professional services. It is stipulated that the PROVIDER receive $55 per hour. Should there be multiple PROVIDERS and should more than one perform services to **[APPELLANT]** simultaneously, they agree and accept the calculation of $55 per hour to be used in determining payment to them.

b. Amount of hours. The services to be performed by PROVIDER are to be furnished on an as needed basis over the whole of the lifetime of **[APPELLANT]** and, therefore, the hours that PROVIDER will in fact expend in performance of the PROVIDER's duties "'ill vary from time to time over such lifetime. At times it may be necessary for PROVIDER to perform 6 or more hours per week of services and at times less than that. The parties stipulate that, over the lifetime of **[APPELLANT]** it is expected that the average time which PROVIDER will expend will be at least 23 hours per month.

c. Age.[Redacted][4]

[4] This section, which states the appellant's age, has been redacted for reasons of privacy. The paragraph just states that the contract would run for a certain number of years based on appellant's life

d. Maximum computation of compensation. Thus, the parties stipulate that the following payment and compensation be made to PROVIDER by **[APPELLANT]** for the provision of the services contemplated in this Agreement and be computed and amount to the following:

i. $55 per hour times 23 hours per month which equals $1,265.00 per month.

ii. Thus, the parties agree that compensation which is fair market value, reasonable and appropriate is at least $1,265.00 per month and will be paid on a monthly basis. (Ex. 15, pp. 8-10).

The MassHealth representative stated that the contract was created due to neglect of care while the appellant was living in the nursing facility. The MassHealth representative stated that MassHealth received bank statements from the facility showing payments made out of the account to the son and daughter in the amount of $630 each per month from September 2019. (Ex. 15, pp. 16-25).

The appellant's attorney (the appellant's representative's husband) stated that the appellant's representative and the appellant's son put the contract for services into place because of the insufficiency of care the appellant was receiving at the time of a change of management at the nursing facility. The appellant's attorney stated the appellant entered the nursing facility because she did not meet the standards for moving to an assisted living facility. At the time of the appellant's admission to the facility, she was only taking Prozac, which was to treat depression. The appellant did need help with performing her activities of daily living (ADLs) but was able to follow directions well.

After she entered the nursing facility, the appellant's family noted a decline in her mental acuity and poor quality of care. This is when the family began documenting the appellant's physical condition. The appellant's attorney submitted several photos. (Ex. 12B, pp. 17-20). These showed the deterioration of the skin on the appellant's buttocks, dependent edema in both of the appellant's lower extremities, and redness and bruising on the appellant's wrists possibly from rough handling on the part of nursing facility staff. (Id.). The appellant's attorney stated that the picture of the appellant's legs also showed she was receiving no hygienic care to her feet or toenails. (Ex. 12, p. 19). Also, although they did not have a photograph of it, it was apparent that the partial plate in appellant's mouth was also not being removed at night or cleaned.

For this reason, the family met with nursing facility staff concerning this treatment and instituted the caregiver contract in 2019. The appellant's representative and the appellant's son met with the appellant's care team on a regular basis. They made sure that the appellant would

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expectancy as determined using the Social Security Administration's Period Life Table presently, which is utilized in determining remaining life expectancy. (Ex. 15, p. 9).

ambulate more frequently, since the staff had chosen not to walk the appellant around and left her in her wheelchair all day. They made sure that the appellant's personal hygiene was being attended to. Finally they made sure that the appellant was fed during the day between meals. The appellant's representative and the appellant's son began helping in August 2019 and these services continued until the appellant's death in April 2020. (Ex. 12B, p. 28).

Findings of Fact

Based on a preponderance of the evidence, I find the following:

1. The appellant was a person over the age of 65, who entered the nursing facility at some point on or before [redacted] 2018. (Ex. 1; Ex. 15, pp. 2-3).

2. The appellant applied for MassHealth LTC benefits after August 1, 2019 but before October 11, 2019. (Ex. 15, p. 14).

3. Through a notice dated November 13, 2019, MassHealth approved the appellant's application for MassHealth LTC benefits starting on February 10, 2018, with a PPA of $2,848.82. (Ex. 1).

4. The PPA was calculated based on the following:

    a. The appellant was receiving $1,212 per month in Social Security, and $1,874.02 per month from pensions for a total of $3,086.02. (Ex. 1, p. 5; Ex. 15A).

    b. MassHealth deducted $72.80 per month for the PNA and $164.40 per month for other health insurance. (Ex. 1).

5. The appellant paid $1,260 per month from her checking account to her daughter (the appellant's representative) and son from September 2019 until the date of the appellant's death in [redacted] (Ex. 15, pp. 16-25; Testimony of the appellant's representative; Testimony of the MassHealth representative).

6. The payments were made pursuant to a Service Support and Maintenance Contract the appellant signed on August 19, 2019, which indicated that the appellant's representative and the appellant's son would provide the following services on an as needed basis:

    > a. Monitor health care. PROVIDER shall monitor **[APPELLANT]'s** health status, emotional and physical condition and well-being.
    >
    > b. Secure health care. PROVIDER shall attempt to secure qualified health care professionals, including doctors, nurses, nurse's aides, therapists, etcetera, to aid in diagnosis, treatment, cure and remedy of **[APPELLANT]'s** health, physical and emotional status as may be deemed necessary due to

illness, discomfiture or mental health as found to exist from time to time.

c. Living arrangements. PROVIDER shall monitor **[APPELLANT]'s** health status, recommend and properly place **[APPELLANT]** in nursing homes or other environments, from time to time, necessary for **[APPELLANT]** to receive a continuum of care commensurate with her needs as perceived by PROVIDER. PROVIDER shall monitor the care provided at the facilities and will advocate for **[APPELLANT]** at the facilities and, if necessary, will seek to relocate **[APPELLANT]** to a facility that can better meet her needs.

d. Nursing care facilities. PROVIDER will be in constant contact with personnel and administration of nursing care facilities wherein **[APPELLANT]** shall be resident to maintain quality of care, services and resident rights. PROVIDER shall, as appropriate, attend care plan meetings at the facility at which **[APPELLANT]** is located.

e. Amenities. PROVIDER will provide **[APPELLANT]** with entertainment, hobby, recreational, social and physical activity commensurate with **[APPELLANT]'s** ability to pay for same and her needs, capabilities and wishes, including but not limited to radio, audio tapes, telephone and visitations by family and friends.

f. Shopping. PROVIDER will shop for and furnish clothing and personal effects, toiletry articles and other goods and wares for **[APPELLANT]'s** use commensurate with her needs and ability to pay for same.

g. Visitations. PROVIDER will visit **[APPELLANT]** at her place of occupancy from time to time and interact socially with **[APPELLANT]**.

h. Financial management. PROVIDER will oversee **[APPELLANT]'s** bank accounts and assets to the extent **[APPELLANT]**. shall make such information available to PROVIDER, assess efficacies and needs of investments and bill paying, and otherwise assist **[APPELLANT]** in paying bills and doing investments. If and when necessary, PROVIDER shall oversee the application for Medicaid benefits and shall make themselves available to gather necessary documents and other information requisite to application.

i. Support and maintenance. PROVIDER will generally provide support and maintenance services as detailed above and in general for **[APPELLANT]** as and when needed utilizing **[APPELLANT]'s** funds made available therefor. Should [APPELLANT] have no funds or should **[APPELLANT]** run out of funds, PROVIDER is under no obligation to pay for same.

j. General support, services and maintenance. In addition to the above. PROVIDER will render the following services for **[APPELLANT]**:

1. Schedule doctor appointments and arrange for any necessary transportation for **[APPELLANT]** to see doctors.

2. Take **[APPELLANT]** on outings and walks commensurate with her ability and needs.

3. Assist **[APPELLANT]** in correspondence and communications with friends and family.

4. Communicate with **[APPELLANT]** on a regular basis to ensure her health, social and general welfare needs are met.

5. Communicate with health care professionals, attorneys. accountants or other professionals regarding any need that **[APPELLANT]** may require. PROVIDER will assist **[APPELLANT]** in coordinating the use of any professional services, however, PROVIDER is under no obligation to pay for the same. (Ex. 15. pp. 5-8).

7. The contract provides that the son and daughter would provide these services at a rate of $55.00 per hour for a minimum of 23 hours per month for a total of $1,265.00 to be paid by the appellant in cash or in kind. (Ex. 15, pp. 8-9).

8. The parties to the contract determined these figures in the following manner:

a. Hourly rate. The parties acknowledge that guardians appointed by a Court for an incompetent ward who perform the services noted above generally receive compensation at the rate of $30.00 to $55.00 per hour and that geriatric care managers who perform such services on a contractual basis normally receive about $75.00 to $130.00 per hour for their professional services. It is stipulated that the PROVIDER receive $55 per hour. Should there be multiple PROVIDERS and should more than one perform services to **[APPELLANT]** simultaneously, they agree and accept the calculation of $55 per hour to be used in determining payment to them.

b. Amount of hours. The services to be performed by PROVIDER are to be furnished on an as needed basis over the whole of the lifetime of **[APPELLANT]** and, therefore, the hours that PROVIDER will in fact expend in performance of the PROVIDER's duties "'ill vary from time to time over such lifetime. At times it may be necessary for PROVIDER to perform 6 or more hours per week of services and at times less than that. The parties stipulate that, over the lifetime of **[APPELLANT]** it is expected that the average time

which PROVIDER will expend will be at least 23 hours per month.

c. Age.[Redacted]

d. Maximum computation of compensation. Thus, the parties stipulate that the following payment and compensation be made to PROVIDER by **[APPELLANT]** for the provision of the services contemplated in this Agreement and be computed and amount to the following:

i. $55 per hour times 23 hours per month which equals $1,265.00 per month.

ii. Thus, the parties agree that compensation which is fair market value, reasonable and appropriate is at least $1,265.00 per month and will be paid on a monthly basis. (Ex. 15, pp. 8-10).

9. The appellant's family entered into the caregiver services contract because the appellant was not being sufficiently cared for by the nursing facility. (Testimony of the MassHealth representative; Testimony of the appellant's attorney; Ex. 12B, pp. 17-20).

10. The appellant passed away in [redacted]. (Testimony of the appellant's attorney; Ex. 12B, p. 28).

Analysis and Conclusions of Law

The patient paid amount is the amount that a member in a long-term-care facility must contribute to the cost of care under the laws of the Commonwealth of Massachusetts. (130 CMR 515.001). MassHealth uses certain deductions from a member's income to determine the PPA. (130 CMR 520.026). Pertinently, these include the following:

(A) Personal-needs Allowance.
(1) The MassHealth agency deducts $72.80 for a long-term-care resident's personal-needs allowance (PNA).
(2) If an individual does not have income totaling the standard, the MassHealth agency will pay the individual an amount up to that standard on a monthly basis.
(3) The PNA for SSI recipients is $72.80.

….

(E) Deductions for Health-care Coverage and Other Incurred Expenses.
(1) Health-insurance Premiums or Membership Costs. The MassHealth agency allows a deduction for current health-insurance premiums or membership costs when payments are made directly to an insurer or a managed-care organization.

(2) Incurred Expenses.

(a) After the applicant is approved for MassHealth, the MassHealth agency will allow deductions for the applicant's necessary medical and remedial-care expenses. These expenses must not be payable by a third party. These expenses must be for medical or remedial-care services recognized under state law but not covered by MassHealth.

(b) These expenses must be within reasonable limits as established by the MassHealth agency. The MassHealth agency considers expenses to be within reasonable limits provided they are

1. not covered by the MassHealth per diem rate paid to the long-term-care facility; and

2. certified by a treating physician or other medical provider as being medically necessary. (Emphasis added).

The record shows that MassHealth calculated the appellant's PPA by subtracting the PNA and health insurance premium from her gross income. The appellant's representatives assert that MassHealth should further deduct $1,260 per month from September 2019 until the date of her death in [redacted]. The appellant's representatives asserted that the appellant's daughter and son provided services on a monthly basis pursuant to a contract signed in August 2019. These services ran the gamut from monitoring the quality of appellant's care at the nursing facility to making medical appointments and taking her to those appointments, to providing entertainment, visiting, and shopping for the appellant.

A preponderance of the evidence supports the contention that some of these services, such as monitoring her care and making medical appointments, could certainly be considered medical care. There is no definition for the term "remedial care" that this hearing officer could find. Black's Law Dictionary, however, defines "remedial" as "[a]ffording a remedy; giving means of obtaining redress; of the nature of a remedy; intended to remedy wrongs and abuses, abate faults, or supply defects; pertaining to or affecting remedy, as distinguished from that which affects or modifies the right." (Black's Law Dictionary 1293 (6th ed. 1990)). Care that abates faults or supplies defects could describe services such as providing amenities, shopping, visiting, and providing financial management. It is also plausible that the rate of pay for those services could be considered reasonable under the circumstances described in the contract.

The appellant's representatives failed to show that the services were certified by a treating physician or other medical provider as being medically necessary. A preponderance of the evidence therefore does not current demonstrate that the services supplied pursuant to the contract are deductible for the purposes of calculating the appellant's PPA.

For the above stated reasons, the appeal is DENIED IN PART.

Given the lengthy procedural history of this appeal, however, the appellant's representatives should be given a chance to supply the defect, as it were, and submit documentation from the

appellant's treating physician or other medical provider that certifies that the services were medically necessary. The MassHealth regulations do give a definition of the term "medical necessity" at 130 CMR 450.204, which should be used when writing the certification. This states the following, in pertinent part:

> (A) A service is medically necessary if
> (1) it is reasonably calculated to prevent, diagnose, prevent the worsening of, alleviate, correct, or cure conditions in the member that endanger life, cause suffering or pain, cause physical deformity or malfunction, threaten to cause or to aggravate a handicap, or result in illness or infirmity; and
> (2) there is no other medical service or site of service, comparable in effect, available, and suitable for the member requesting the service, that is more conservative or less costly to the MassHealth agency. Services that are less costly to the MassHealth agency include, but are not limited to, health care reasonably known by the provider, or identified by the MassHealth agency pursuant to a prior-authorization request, to be available to the member through sources described in 130 CMR 450.317(C), 503.007: Potential Sources of Health Care, or 517.007: Utilization of Potential Benefits.
>
> (B) Medically necessary services must be of a quality that meets professionally recognized standards of health care, and must be substantiated by records including evidence of such medical necessity and quality…

For the above stated reason, the appeal will be REMANDED to MassHealth.

Order for MassHealth

1. Send a notice to the appellant's representatives requesting that they supply documentation from the appellant's treating physician or medical provider certifying that the services provided to the appellant pursuant to the contract were medically necessary between August 2019 and April 2020.

2. If the appellant's representatives are able to supply this documentation, MassHealth will issue a new notice (without appeal rights) recalculating the appellant's PPA between September 2019 and April 2020 after deducting $1,260 per month from the appellant's income.

Notification of Your Right to Appeal to Court

If you disagree with this decision, you have the right to appeal to Court in accordance with Chapter 30A of the Massachusetts General Laws. To appeal, you must file a complaint with the Superior Court for the county where you reside, or Suffolk County Superior Court, within 30 days of your

receipt of this decision.

Implementation of this Decision

If this decision is not implemented within 30 days after the date of this decision, you should contact your MassHealth Enrollment Center. If you experience problems with the implementation of this decision, you should report this in writing to the Director of the Board of Hearings, at the address on the first page of this decision.

Scott Bernard
Hearing Officer
Board of Hearings

cc:

Justine Ferreira, Taunton MassHealth Enrollment Center, 21 Spring St., Ste. 4, Taunton, MA 02780