

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	DENIED	Appeal Number:	2502811
Decision Date:	05/20/2025	Hearing Date:	03/24/2025
Hearing Officer:	Kenneth Brodzinski	Record Open to:	03/31/2025

Appearance for Appellant:



Appearance for MassHealth:

Cassandra Horne and Dr. Allen Finklestin for
Commonwealth Care Alliance



*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	Issue:	SCO - Reimbursement
Decision Date:	05/20/2025	Hearing Date:	03/24/2025
MassHealth's Rep.:	Cassandra Horne, CCA	Appellant's Rep.:	██████
Hearing Location:	Quincy		

Authority

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

Jurisdiction

Through notice dated January 24, 2025, MassHealth's agent, Commonwealth Care Alliance (CCA) denied Appellant's first level appeal which sought reimbursement for dental services (Exhibit A). Appellant filed this appeal in a timely manner on February 18, 2025 (see 130 CMR 610.015(B) and Exhibit A). Denying a request to be reimbursed for dental services constitutes valid grounds for appeal (see 130 CMR 610.032).

Action Taken by MassHealth

MassHealth's agent, CCA, denied Appellant's first level appeal which sought reimbursement for dental services.

Issue

The appeal issue is whether MassHealth's agent properly applied the controlling regulation(s) to accurate facts when it denied Appellant's first level appeal which sought reimbursement for dental services.

Summary of Evidence

Both parties appeared by telephone. Prior to hearing, MassHealth's agent, CCA, filed a packet of documentation including, inter alia, copies of its Level 1 appeal decision and the CCA member handbook (collectively, Exhibit B).

The CCA representatives testified that Appellant has been a member of its One Care program since September 1, 2023. On November 29, 2024, Appellant filed a request for reimbursement for upper and lower hybrid arch replacements provided by [REDACTED] on and between [REDACTED] and [REDACTED]. The request for reimbursement was denied on the grounds that Appellant had not received prior authorization and the dental services were provided by an out of network provider located in the state [REDACTED]. On January 3, 2025, Appellant requested a Level 1 appeal through CCA. The appeal was made and on January 24, 2025, CCA denied the Level I appeal and upheld its denial of Appellant's reimbursement request (Exhibit A).

Appellant appeared on his own behalf and testified that ever since he became a member of CCA One Care everything he has been told has been incorrect. Appellant testified that he went to a dentist Identified by CCA and was told that the dental services would cost between \$40,000.00 and \$60,000.00. Appellant testified that he went to [REDACTED] because the services would only cost \$48,000.00, however, [REDACTED] told Appellant that they did not deal with insurance companies and he would have to pay upfront and then seek reimbursement for the services.

Appellant testified that he was not aware that [REDACTED] was not an in-network CCA provider. Appellant also asserted that he was told by a CCA representatives that they would cover \$3,500.00. of the cost. Appellant now wants to be reimbursed that \$3,500. Appellant also claimed that he was authorized to receive the treatment for another dentist that was in network, but that dentist was more expensive. Appellant testified that he needed the dental services urgently because he has serious gastrointestinal problems and could not chew and eat solid food. Appellant also testified that [REDACTED] was running a special and instead of costing \$48,000.00, it would cost only \$35,000.00. Appellant testified that his mother paid The \$35,000.00. for the services and he is now just seeking the \$3,500.00 in reimbursement to help alleviate the burden that his mother assumed by paying for his dental services

Appellant testified that he tried calling his CCA care partner to see if [REDACTED] would be covered, but he never received a call back. According to Appellant, he could never get anyone at CCA to say if services provided by Clear Choice would be covered.

In response, the CCA representatives testified that a note in their systems indicates that on October 9, 2024, Appellant's care partner told Appellant that his dentist would need to request

prior authorization for these services through CCA's dental benefits administrator, [REDACTED].

Appellant testified that CCA would not provide him with any contact information for [REDACTED]. Appellant also claims that a CCA care partner told him that a letter from a physician constituted prior authorization.

In response, the CCA representatives explained that Skygen does not deal directly with members and that members are to contact customer service about any concerns or questions they might have and the member's dental provider can contact Skygen on the member's behalf.

The hearing officer asked Appellant if he had any documentation from CCA to verify that they committed to reimbursing him \$3,500.00 for the services. Appellant stated that he had something in writing but could not find it at that moment. The record was held open to allow Appellant to locate and find any documentation to verify that CCA had committed to reimbursing him for any part of the dental services at issue. Appellant made a timely submission (Exhibit C). The submission included copies of the two denials from CCA and two letters written by Appellant himself. There was no documentation verifying that CCA had ever committed to reimbursing Appellant for any part of the services at issue (id).

Findings of Fact

By a preponderance of the evidence, this record supports the following findings:

1. Appellant has been a member of the CCA One Care program since September 1, 2023.
2. On November 29, 2024, Appellant filed a request for reimbursement for upper and lower hybrid arch replacements provided by [REDACTED] on and between [REDACTED] and [REDACTED].
3. CCA denied the request for reimbursement on the grounds that Appellant had not received prior authorization and the dental services were provided by an out of network provider located in the state [REDACTED].
4. On January 3, 2025, Appellant requested a Level 1 appeal through CCA.
5. The appeal was made and on January 24, 2025, CCA denied the Level I appeal and upheld its denial of Appellant's reimbursement request (Exhibit A).
6. On October 9, 2024, Appellant's care partner told Appellant that his dentists would need to request prior authorization for the subject services through CCA's dental benefits administrator, Skygen.

Analysis and Conclusions of Law

The party appealing an administrative decision bears the burden of demonstrating the decision's invalidity (*Merisme v. Board of Appeals of Motor Vehicle Liability Policies and Bonds*, 27 Mass. App. Ct. 470, 474 (1989)).

As MassHealth's agent, CCA must comply with all MassHealth regulations including those governing the provision of dental services. Pursuant to 103 CMR 420.410(A)(3) (3) a dental provider must not start a service that requires prior authorization until the provider has requested and received written prior authorization from the MassHealth agency. As a member of CCA's One Care program, and as stated in the CCA Member Handbook (Exhibit B) Appellant was required to obtain prior authorization for the subject services and to receive them from an in-network provider if he wanted CCA to cover the services in full or in part. This record shows that Appellant was aware of both requirements. Appellant testified that he tried to contact CCA on several occasions to find out if [REDACTED] was part of the CCA network. Appellant also acknowledged that he tried multiple times to determine if CCA would cover the subject dental work. Additionally, a note in CCA's system indicates that Appellant was specifically told by CCA that he needed to obtain a PA for the services.

This record shows that Appellant proceeded with obtaining the dental services knowing that he needed to obtain PA and use an in-network provider. The record also shows that Appellant's failure to meet either of these requirements for coverage resulted from his own willingness to proceed with a dental provider which was not an in-network provider. This was known to him before treatment started. The fact that [REDACTED] was not an in-network provider should have been clear to Appellant after [REDACTED] told him that they do not deal with insurance companies. An in-network provider would obviously have to deal with the insurance company in which it was networked. Nonetheless, Appellant decided to proceed with [REDACTED] due in large part because it was the least costly option for him at that moment. Appellant is free to make such choices, but in so choosing, he forfeited any coverage contribution from CCA. This includes even partial payment such as the \$3,500.00 Appellant claims CCA promised him. Appellant was afforded an opportunity to file proof that CCA had ever offered to cover \$3,500.00 of the services if he paid out of pocket with an out of network provider. Appellant could produce no such proof.

On this record, Appellant has failed to meet his burden of demonstrating that the agency action is invalid. The appeal is DENIED.

Order for MassHealth's Agent

None.

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.

Kenneth Brodzinski
Hearing Officer
Board of Hearings

cc:

[REDACTED]

MassHealth Representative: Commonwealth Care Alliance SCO, Attn: Nayelis Guerrero, 30 Winter Street, Boston, MA 02108