

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	DENIED	Appeal Number:	2509505
Decision Date:	8/27/2025	Hearing Date:	07/31/2025
Hearing Officer:	Sharon Dehmand		

Appearance for Appellant:
Pro se

Appearance for MassHealth:
Jeremiah Mancuso, Clinical RN Appeals and
Grievances Manager



*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:	Managed Care Organization – Denial of Internal Appeal
Decision Date:	8/27/2025	Hearing Date:	07/31/2025
MassHealth’s Rep.:	Jeremiah Mancuso	Appellant’s Rep.:	Pro se
Hearing Location:	Remote	Aid Pending:	No

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 June 6, 2025, Commonwealth Care Alliance (CCA), an Integrated Care Organization (ICO), denied the appellant’s level 1 appeal and request for prior authorization (PA) for chiropractic treatment visits with an out-of-network (OON) provider. 130 CMR 450.204 and Exhibit 1. The appellant filed this appeal in a timely manner on June 25, 2025. See 130 CMR 610.015(B) and Exhibit 2. A determination to deny coverage by an ICO is valid grounds for appeal to the Board of Hearings. See 130 CMR 508.010(B); 130 CMR 610.032(B).

Action Taken by Integrated Care Organization

CCA denied the appellant’s level 1 appeal and request for prior authorization for chiropractic treatment visits with an out-of-network provider.

Issue

Whether CCA was correct in denying the appellant’s request for chiropractic treatment visits with an out-of-network provider. See 130 CMR 508.007; 130 CMR 450.204(A); 130 CMR 441.407.

Summary of Evidence

All parties appeared telephonically. CCA was represented by the Clinical RN Appeals and Grievance Manager and the appellant appeared pro se and verified her identity. Documents from CCA were incorporated into the hearing record as Exhibit 5. The following is a summary of the testimony and evidence provided at the hearing:

The CCA representative testified that the appellant has been enrolled in CCA's One Care program since November 1, 2018. On May 2, 2025, CCA denied a request for service submitted on behalf of the appellant for 72 chiropractic visits with an out-of-network provider because the member can receive care from an in-network provider. Exhibit 5, pp. 13-14. On May 8, 2025, the appellant filed a level 1 appeal of the denial. On June 3, 2025, CCA's reviewing medical director denied the level 1 appeal. Through a notice dated June 6, 2025, CCA stated that chiropractic treatment visits with an OON provider are denied because OON services are needed when there are no in-network providers that can provide the service. The notice provided a list of three in-network female providers within a reasonable distance from the appellant's home. They were all willing and able to take new patients. He added that CCA's One Care program provides unlimited transportation for in-network provider visits within a 50-mile radius. He concluded by saying that the CCA Member Handbook states that members must get care from in-network providers unless care cannot be given by in-network providers or there is medical necessity. There is no medical necessity found in this case for the approval of OON services.

The appellant testified that she had obtained services from two of the suggested in-network chiropractors without success. She stated that she had called the third in-network provider suggested but she was told that there is no female practitioner available. The CCA representative refuted this claim and stated that he had personally called that office and was given a name of a female practitioner accepting new patients in that office. He also referred to an extensive list of in-network chiropractors which are within 30 miles of the appellant's residence in addition to the three names included in the notice. See Exhibit 5, p. 47.

The appellant argued that since she started her treatment with the OON chiropractor, she has felt relief and improvement of her symptoms. The appellant stated that CCA has been paying for her chiropractic treatments with this OON provider since 2024. She expressed confusion as to why they would stop payment now. After checking the system, the CCA representative confirmed many paid claims from CCA to this OON chiropractor but noted that there is no prior authorization for the services. He added that the payments stopped in February 2025 probably because of significant improvements made to the CCA's claim system to prevent such errors. He reiterated that no OON provider services should be paid without approved prior authorization. He stated that the agency may have made an error in the past which does not impact this new decision.

In response the appellant confirmed that she has been paying out of pocket since CCA stopped payment to her provider. She expressed reluctance in trying an in-network provider after not having success in the past. The CCA representative responded that the only time OON provider services will be covered is when the in-network providers cannot provide a particular service which is not the case here.

Findings of Fact

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

1. The appellant has been enrolled in CCA's One Care program since November 1, 2018. (Testimony).
2. The appellant's provider submitted a prior authorization request on behalf of the appellant for chiropractic services with an out-of-network provider. (Testimony and Exhibit 5).
3. On May 2, 2025, CCA denied the appellant's request because the member can receive care from an in-network provider. (Testimony and Exhibit 5).
4. On May 8, 2025, the appellant filed a level 1 appeal of the denial. (Testimony and Exhibit 5).
5. On June 3, 2025, CCA's reviewing medical director denied the level 1 appeal. (Testimony).
6. Through a notice dated June 6, 2025, CCA stated that chiropractic treatment visits with an OON provider is denied because OON services are needed when there are no in-network providers that can provide the service. (Testimony and Exhibit 1).
7. The appellant filed this appeal in a timely manner on June 25, 2025. (Exhibit 2).
8. CCA covers chiropractic treatment visits if they are provided by an in-network provider. (Testimony and Exhibit 5).
9. CCA has an extensive list of in-network chiropractors which are within 30 miles of the appellant in addition to the three names included in the notice. (Exhibit 5).
10. Out-of-network provider services will be covered when the in-network providers cannot provide a particular service, which is not the case here. (Testimony and Exhibit 5).

Analysis and Conclusions of Law

In order to be eligible to enroll in an integrated care organization (ICO), a MassHealth member must meet all of the following criteria, and may not be enrolled or concurrently participate in any of the programs or plans listed in 130 CMR 508.007(F):

(A) Eligibility.

(1) In order to be eligible to enroll in an integrated care organization (ICO), a MassHealth member must meet all of the following criteria, and may not be enrolled or concurrently participate in any of the programs or plans listed in 130 CMR 508.007(F):

(a) be 21 through 64 years of age at the time of enrollment;

(b) be eligible for MassHealth Standard as defined in 130 CMR 450.105(A): MassHealth Standard or MassHealth CommonHealth as defined in 130 CMR 450.105(E): MassHealth CommonHealth;

(c) be enrolled in Medicare Parts A and B, be eligible for Medicare Part D, and have no other health insurance that meets the basic-benefit level as defined in 130 CMR 501.001: Definition of Terms; and

(d) live in a designated service area of an ICO.

(2) If a member is enrolled in an ICO and turns 65 years old and is eligible for MassHealth Standard or MassHealth CommonHealth, he or she may elect to remain in the ICO beyond 65 years of age.

See 130 CMR 508.007.

The ICO will authorize, arrange, integrate, and coordinate the provision of all covered services for the member. Upon enrollment, the ICO is required to provide evidence of its coverage, the range of available covered services, what to do for emergency conditions and urgent care needs, and how to obtain access to specialty, behavioral-health, and long-term services and supports. See 130 CMR 508.007(C). ICO members may appeal a determination made by an ICO to the Board of Hearings pursuant to 130 CMR 508.010.

Here, the appellant has exhausted all remedies available through the ICO's internal appeal process and has timely filed this appeal with the Board of Hearings. See id.

CCA's One Care Plan is a MassHealth ICO. As an ICO, CCA can provide more to members than MassHealth allows but not less. Per regulations, MassHealth pays for services when they are medically necessary and covered by MassHealth's chiropractic program. 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, or 517.007.

See 130 CMR 450.204(A).

MassHealth regulation 130 CMR 441.000 establishes the requirements for the provision and payment of chiropractor services under MassHealth. All chiropractors participating in MassHealth must comply with MassHealth regulations including, but not limited to, 130 CMR 441.000 and 130 CMR 450.000: Administrative and Billing Regulations. See 130 CMR 441.401. The MassHealth agency pays only chiropractors who are participating in MassHealth on the date of service. See 130 CMR 441.404.

The CCA Member Handbook (Handbook) explains how a member may obtain OON provider services. See generally Exhibit 4, pp. 48-301. According to the Handbook, members can receive care from an OON provider only if a “network provider[] cannot provide [the care needed].” See Chapter 3, section D4. An OON provider must receive prior authorization by CCA One Care before care. Id.

Here, CCA has an extensive list of in-network chiropractors, including female practitioners, who can provide the same services as the appellant’s OON provider. They are all within 30 miles of the appellant’s residence. See Exhibit 5, p. 47. Additionally, CCA’s One Care program provides unlimited transportation for in-network provider visits within a 50-mile radius. As such, the appellant can receive the care needed from an in-network female provider.

It should be noted that the fact that CCA mistakenly paid for the appellant’s OON chiropractic services does not establish that such services are covered by CCA. As stated previously, prior authorization is required for any OON services and such services are not allowed unless an in-network provider cannot provide treatment, which is not the case here. See id.

Additionally, the appellant did not offer any evidence that the services of an OON provider was medically necessary as outlined by the regulations. See 130 CMR 450.204(A); also see Craven v. State Ethics Comm’n, 390 Mass. 191, 200 (1983)(“[p]roof by a preponderance of the evidence is the standard generally applicable to administrative proceedings”). Accordingly, I find that the appellant has not proven by a preponderance of the evidence that CCA’s denial of the prior authorization for chiropractic treatment visits with an OON provider was made in error.

For the foregoing reasons this appeal is DENIED.

Order for Integrated Care Organization

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.

Sharon Dehmand, Esq.
Hearing Officer
Board of Hearings

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