

**Office of Medicaid  
BOARD OF HEARINGS**

**Appellant Name and Address:**



<b>Appeal Decision:</b>	Denied	<b>Appeal Number:</b>	2517932
<b>Decision Date:</b>	2/25/2026	<b>Hearing Date:</b>	01/06/2026
<b>Hearing Officer:</b>	Christopher Jones		

**Appearances for Appellant:**

Pro se



**Appearances for CCA:**

Cassandra Horne – Manager of Appeals & Grievances

Jeremiah Mancuso, RN – Clinical Manager  
Appeals & Grievances



*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

<b>Appeal Decision:</b>	Denied	<b>Issue:</b>	Managed Care Organization – Denial of Internal Appeal
<b>Decision Date:</b>	2/25/2026	<b>Hearing Date:</b>	01/06/2026
<b>CCA’s Reps.:</b>	Cassandra Horne; Jeremiah Mancuso, RN	<b>Appellant’s Rep.:</b>	Pro se; AFC Caregiver
<b>Hearing Location:</b>	Virtual - Teams	<b>Aid Pending:</b>	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 Denial of Level 1 Appeal Notice dated November 26, 2025, Commonwealth Care Alliance (CCA) denied the appellant’s internal appeal regarding medically tailored meals. (Exhibit 1.) This timely appeal was filed on or around December 5, 2025. (Exhibit 2; 130 CMR 610.015(B).) A managed care contractor’s decision to deny authorization of a requested service is grounds for appeal. (130 CMR 610.032(B).)

## Action Taken by Commonwealth Care Alliance

CCA denied the appellant’s request for medically tailored, home delivered meals.

## Issue

The appeal issues are whether CCA was correct, pursuant to CCA’s internal coverage policies and 130 CMR 630.408, in denying prior authorization for medically tailored meals during 2025, and whether the appellant could be eligible for medically tailored meals in 2026.

## Summary of Evidence

The appellant is enrolled in Commonwealth Care Alliance's ("CCA") One Care program. CCA's One Care is a managed-care plan that helps coordinate both Medicare and Medicaid benefits for enrolled members. The appellant is also enrolled in the Adult Foster Care ("AFC") program, whereby she resides with a caregiver who is compensated to assist with her activities of daily living ("ADLs") and instrumental ADLs ("IADLs"). On or around October 7, 2025, the appellant requested CCA approve medically tailored meals to be delivered 7 days a week.

On October 20, 2025, CCA denied the appellant's request for "Home Delivered Meal (HDM) Service, Medically Tailored Meals, 7 meals per week ... ." (Exhibit 10, pp. 30-32.) The appellant filed an internal appeal, which was denied on November 26, 2025. (Exhibit 1.) At the hearing, CCA's representatives testified that the denial was because the appellant is also enrolled in the Adult Foster Care program, Level II. The guidelines exclude coverage where another service already exists to cover the requested service. The appellant's AFC caregiver should be available to cook her meals, and CCA argued that meal delivery of any kind is inappropriate because it is duplicative of the AFC benefit that is already being paid. CCA submitted a copy of their 2025 coverage policy for home delivered meals, which is the same policy for covering medically tailored meals. This policy includes various criteria for when any home delivered meal would be authorized, and additional criteria for medically tailored meals. The policy's exclusions state that "CCA plan does not pay for" home delivered meals or medically tailored meals when they are "duplicative of other services that provide for member's nutritional needs, including, but not limited to personal care agency, personal care attendant, homemaker, adult foster care." (Exhibit 10, p. 211.)

CCA's representatives testified that MassHealth only authorizes home delivered meals as a waiver benefit under 130 CMR 630.419. This benefit does not cover medically tailored meals at all, only home delivered meals. (130 CMR 630.402.) Even if the appellant were eligible for MassHealth through a waiver, it would not cover the medically tailored meals she is requesting. CCA also argued that MassHealth would also find home delivered meals were duplicative for a member with AFC benefits, citing 130 CMR 630.408.

The appellant noted that the Level 1 appeal denial appeared to deny her home delivered meals, not medically tailored meals. The appellant argued that medically tailored meals are not duplicative of an AFC caregiver because of the nature of medically tailored meals. CCA defines a medically tailored meal as:

**Medically Tailored Meals (MTM)** - Meal that is tailored to meet the specific nutritional needs of the individual and to address their medical diagnosis or symptoms to ensure the best possible health outcomes. The meals are prepared under the supervision or in consultation with a registered dietitian nutritionist or qualified nutrition professional. They are delivered by a nutrition service provider to recipients who have a clinical condition that

require a specific medical diet, who may experience barriers to following an appropriate dietary plan, and who are at a substantial risk of clinical deterioration.

(Exhibit 10, p. 209.)

The appellant testified that she has a variety of complex medical conditions that negatively affect her digestion and ability to intake nutrition. She also has a variety of food allergies, which can change. The appellant noted an ongoing frustration with CCA's customer service and prior authorization review. The appellant submitted evidence of CCA repeatedly providing incorrect information and mis-processing requests for care that negatively affected the appellant's wellbeing.<sup>1</sup> In one instance, CCA incorrectly denied the appellant's prescribed nutritional formula; the appellant's bowels became impacted and she required hospitalization.

The appellant had learned about the possibility of medically tailored meals through CCA within the last 6 months, and she felt it was cruel to have this benefit dangled in front of her and then taken away. The appellant argues that the medically tailored meals are required because she has evolving food allergies in addition to specific nutritional needs. The appellant's AFC caregiver testified that the AFC organization has written a letter to state that it should not be considered duplicative of medically tailored meals because those are specifically curated in consultation with medical providers. The caregiver acknowledged that his services would be duplicative of Meals on Wheels, as those were meals without medical input.

The appellant testified that a nutritionist would supervise the menu for the appellant in conjunction with the medically prepared meals organization. If the appellant had a new allergic reaction, she believed that the meals to be delivered could be changed. This would make sure that the appellant's caloric and nutrient intake remained appropriate as her condition changed. The appellant testified that her food allergies make buying food very expensive already, as allergy-friendly foods are more expensive. The appellant receives supplemental nutritional assistance program (SNAP) benefits, but they do not cover the expense of the foods she is supposed to eat.

The appellant conceded that her AFC caregiver could prepare foods in accordance with her nutritionist and dietician's instructions. However, she needs to purchase all of the food that her caregiver would prepare. If she has a sudden change in what food her body will tolerate, she needs to throw away all of that food, but the medically tailored meals would be adjusted based on her developing condition and not result in food waste. The appellant testified that she has a very limited income, and she cannot afford to buy more food if she has to throw away something she has already purchased. She testified that she has gone without meals because she becomes allergic to the food that she bought. The appellant accepted that her primary problem is affording food, rather than who is preparing the food.

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<sup>1</sup> The appellant submitted multiple CCA notices that were not directly subject to review in this appeal, including grievance filed with CCA's internal customer service department.

CCA's representatives noted that the ongoing issue is that CCA no longer covers home delivered meals of any form in 2026. CCA has updated its covered benefits for Medicaid members to align more closely with what MassHealth would cover directly. (Exhibit 11, p. 122.) Therefore, even if the benefit were not duplicative, the issue is moot as of January 1, 2026.

## Findings of Fact

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

- 1) The appellant is enrolled in CCA's One Care plan, and she has been approved for AFC, Level 2. (Testimony by CCA representative.)
- 2) On or around October 7, 2025, the appellant requested CCA approve medically tailored meals to be delivered 7 days a week. CCA denied this request on October 20, 2025, as duplicative of her AFC services. (Exhibit 10, pp. 30-36.)
- 3) The appellant filed a Level 1 appeal internally with CCA, which was denied on November 26, 2025. (Exhibit 1.)
- 4) CCA's 2025 coverage policy for home delivered meals, including medically tailored meals, excludes coverage for people who are already receiving AFC services. (Exhibit 10, p. 211.)
- 5) CCA no longer covers home delivered meals, as of January 1, 2026. (Exhibit 11, p. 122.)
- 6) The appellant's AFC caregiver is able to prepare food in accordance with a dietician's and nutritionist's instructions. (Testimony by the appellant and appellant's caregiver.)
- 7) The AFC benefit will not pay for the cost of food in the same way medically tailored meals would. (Testimony by the appellant.)

## Analysis and Conclusions of Law

Massachusetts's Secretary of Health and Human Services is authorized to participate in a demonstration program to integrate care for individuals, aged [REDACTED] at the time of enrollment, who are dually eligible for benefits under MassHealth Standard or CommonHealth and Medicare and do not have any additional comprehensive health coverage. (MGL Ch. 118E, § 9F(a).) This particular waiver program allows MassHealth to contract jointly the Centers for Medicare and Medicaid Services (CMS) and integrated care organizations (ICOs) to provide integrated, comprehensive Medicaid and Medicare services, including medical, behavioral health and long-term support services for a prospective blended payment from the executive office and the Centers for Medicare and Medicaid Services. (Id.) The One Care program is an ICO.

An ICO is defined as “an organization with a comprehensive network of medical, behavioral-health care, and long-term services and supports providers that integrates all components of care ... . ICOs are responsible for providing enrollees with the full continuum of Medicare- and MassHealth-covered services.” (130 CMR 610.004.) Whenever an ICO makes a coverage decision, it must provide notice to the affected member. (130 CMR 508.011.) An ICO has 30 days to resolve any internal appeals, and the member then has 120 days to request a fair hearing from the Board of Hearings. (See 130 CMR 508.012; 130 CMR 610.015(B)(7).)

Generally speaking, MassHealth is required to cover all services and treatments that are “medically necessary”:

(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, or 517.007.

(130 CMR 450.204(A).)

Additional guidance “about the medical necessity of MassHealth services are contained in other MassHealth regulations and medical necessity and coverage guidelines.” (130 CMR 450.204(D).) MassHealth does not cover medically tailored meals, only home delivered meals. (See 130 CMR 630.400.) The appellant accepts that home delivered meals would be duplicative of AFC services. Therefore, the only guidance regarding when medically tailored meals should be approved is CCA’s own coverage policy.

CCA’s 2025 One Care Member Handbook has one Medical Necessity Guideline for both home delivered meals and medically tailored meals:

HDM provide non-tailored foods to members who are considered homebound due to illness, disability, isolation, or who are food insecure due to limitations in their ability to procure and prepare food. The program can offer special therapeutic (e.g., cardiac, carbohydrate controlled, renal or meals with texture modifications like soft, ground or pureed, etc.) and culturally appropriate

meals. MTM are home-delivered meals that are prepared and/or chosen by a Registered Dietitian, nutritionist, or other qualified health professionals as part of a treatment plan.

(Exhibit 10, p. 207.)

There are specific criteria for qualifying for home delivered meals, and additional criteria that must be met to qualify for medically tailored meals. (Exhibit 10, pp. 210-211.) These criteria focus on the member's medical conditions and the need of the member for "assistance with grocery shopping and preparing nutritionally adequate meals." There are also certain exclusions: "CCA plan does not pay for HDM/MTM: When HDM/MTM is duplicative of other services that provide for member's nutritional needs, including, but not limited to personal care agency, personal care attendant, homemaker, adult foster care"; and "[a]s an income supplement or financial support." (Exhibit 10, pp. 211, 212.) The appellant is seeking financial support more than she is seeking a service to provide meals that are tailored to her medical conditions. The appellant accepts that her AFC caregiver could prepare meals in accordance with dietician or nutritionist instructions, but the AFC program does not buy the appellant groceries if she develops a new allergy that makes existing groceries unusable. It also does not help defray the expense of the specific type of food the appellant needs to buy. While this is an attendant benefit to any home delivered meal, it is not the intended benefit of CCA's medically tailored meals. Therefore, this appeal is DENIED.

Furthermore, CCA's 2026 handbook states "our plan doesn't cover the following items and services: ... meals delivered to your home ... ." (Exhibit 11, p. 122.) Fair hearing decisions may solely address the issues raised by the agency action and are only applicable to the parties in that case. (See 130 CMR 610.032; 610.085.) Therefore, fair hearing decisions may not order MassHealth or its contractors to develop or implement any broadly applicable policies, and this decision will not address the availability of any home delivered meals through CCA in 2026.

## **Order for CCA**

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.

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Christopher Jones  
Hearing Officer  
Board of Hearings

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