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January 28, 2025

The Honorable Joseline Peña-Melnyk, Chair
Health and Government Operations Committee
Room 241
House Office Building
Annapolis, Maryland 21401

Re: **Support HB 11: Access to Nonparticipating Providers - Referrals, Additional Assistance, and Coverage**

Dear Chair Peña-Melnyk and Members of the Committee:

I urge you to support HB 11 as a concerned Maryland resident and an individual with a mental health diagnosis who's struggled to access appropriate in-network mental health care due to the complexity of my care needs. Gaining access to mental health services mandated under Maryland law required me to spend an inordinate amount of time and energy advocating with insurers to simply negotiate payment for care my insurers authorized me to obtain from out-of-network providers. My eventual ability to obtain access to appropriate and affordable mental health care changed my life, allowing me to return to school, reducing my overall healthcare costs, and granting me access to opportunities I never imagined possible. I support HB 11 because every Marylander deserves the opportunity to thrive.

Mental health and substance use disorders are treatable conditions. No one should go without care or lose their life simply because their insurance company fails to offer appropriate in-network care. Existing law already requires insurers to cover out-of-network mental health and substance use disorder services when appropriate care is not available within an insurance carrier's provider networks.[1] Nonetheless, many continue to be denied access to lifesaving mental health and substance use disorder services because insurers' refuse to negotiate payment for these mandated benefits.[2]

In my case, I made every effort to obtain mental health services within my insurer's network. I spent four months contacting more than 50 mental health providers, yet not one in-network provider had the availability, willingness, and expertise to treat my condition. Because many providers deemed me "high-risk" due to my history of repeated trauma and hospitalizations in conjunction with having a rare, complex medical condition, obtaining access to appropriate mental health care is complicated. Nonetheless, appropriate care exists, but it is often not available within many insurer networks, because reimbursement isn't commensurate with the time and expertise required to provide adequate mental health care to "high-risk" patients.[3]

When I finally located a provider willing to assume my care, they didn't participate with my insurer's provider network. However, the provider agreed to try to try to negotiate a single case agreement with my

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[1] *See* Md. Code Ann., Ins. § 15-830 (d)(2)(ii) (2019).
[2] NAMI, *Health Insurers Still Don't Adequately Cover Mental Health Treatment* (Mar. 13, 2020), https://www.nami.org/Blogs/NAMI-Blog/March-2020/Health-Insurers-Still-Don-t-Adequately-Cover-Mental-Health-Treatment.
[3] A 2020 Milliman report indicated only 4.4% of healthcare spending goes towards behavioral health care. Stoddard Davenport, Et al., *How do individuals with behavioral health conditions contribute to physical and total healthcare spending?* 6–11 (2020), https://www.milliman.com/-/media/milliman/pdfs/articles/milliman-high-cost-patient-study-2020.ashx.

insurance carrier. Prior to the General Assembly's passage of the balance billing protections back in 2022, I contacted my insurer to request a single case agreement, and they authorized me to seek out-of-network mental health care under the existing Maryland statute.[4] My insurer authorized me to obtain out-of-network mental health services because they acknowledged appropriate care wasn't available within the carrier's network; however, because there was no process or balance billing protections identified in Maryland law at this time, my insurer refused to negotiate payment with my provider. Consequently, even with an authorization allowing me to access out-of-network care at my in-network co-pay, obtaining the care I was authorized to receive remained financially untenable because my insurer would only pay my provider a low reimbursement rate that was unilaterally decided by the insurance carrier. Thus, I would have been required to pay both my co-pay plus the difference between the insurer reimbursement and my provider's fee, an amount that exceeded the cost of using my out-of-network benefits.

Because of the loophole that existed in Maryland law back in 2019, I spent hours on the phone with my insurance carrier for several consecutive weeks just trying to navigate payment to my psychologist. When I would call the carrier to follow up on negotiating payment with my psychologist under the authorization they provided, my insurer would either send me on a wild goose chase contacting in-network providers who weren't qualified to treat my condition or tell me they wouldn't negotiate a rate under the authorization provided. In fact, on one occasion a customer service representative readily acknowledged that utilizing the carrier's authorization to seek out-of-network mental health care would cost me more than utilizing my out-of-network benefits. When I raised concerns about this disparity, I was told it was "just part of the business," even though the practice seemed to contravene the legislative intent of the out-of-network protections that existed in Maryland law at the time. [5]

Both my provider and I were ready to give up as result of the barriers my insurance carrier continually placed in the path of finalizing a single case agreement. However, giving up wasn't an actual choice: my life depended on access to appropriate mental health care. Thus, I desperately contacted the Health Education and Advocacy Unit at the Attorney General's Office and numerous outside entities for assistance with navigating this process. Only after I testified before the Senate Finance Committee on March 13, 2019, regarding a previous iteration of this bill,[6] did my insurer finally agree to negotiate payment under a single case agreement with my psychologist, nearly two months after the initiation of the request.

Yet, less than six months after that single case agreement was finalized in May 2019, my school unexpectedly switched insurance carriers. As a result, I had to start the entire single case agreement process over again with my new carrier. However, the second time around resulted in even more dire consequences, leading to prolonged hospitalization because I couldn't be released until the hospital knew I had access to appropriate outpatient care. Again, my new insurer refused to negotiate payment with my outpatient mental health providers for services that the hospital required I have in place before I could discharge home. As result of my new insurer's refusal to negotiate with my providers, my education was interrupted, and my insurer incurred over $135,000 in hospital costs. Eventually, my insurer agreed to negotiate single case agreements with my outpatient providers. Notably, my new insurance carrier opted to pay my providers' full billed rate rather than negotiate. Some iteration of that single case agreement has

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[4] *See* Md. Code Ann., Ins. § 15-830 (d)(2) (2019).
[5] *See* Md. Code Ann., Ins. § 15-830 (e) (2019).
[6] *See* 2019 Maryland Senate Bill No. 761, Maryland 439th Session of the General Assembly, 2019.

remained in effect to this day, despite changes in my insurance carrier in September 2023. Likely because of the 2022 balance billing protections passed by the General Assembly, obtaining these protections on my new carrier was substantially easier, allowing my care to continue uninterrupted. Nonetheless, that initial delay was not without long term consequence, forcing me to eventually drop out of the graduate program I was enrolled in at the time, forcing me to spend months in the hospital, including over Jewish high holidays, and unnecessarily uprooting my life.

Gaining access to appropriate and consistent mental health care changed my life in ways I never imagined possible. Before I began seeing my current providers, I was told I was "hopeless." I had spent decades in and out of hospitals and residential treatment centers, while my mental health only continued to worsen. Just a year after my single case agreement was finalized, I was accepted into law school, and without constant interruptions in my mental health care, I was successfully able to graduate from law school in May 2023, with multiple honors and awards. I was subsequently awarded an Equal Justice Works Fellowship to advocate for mental health access in Maryland and pay forward the incredible gifts that other advocates gave to me. I now have a stable place to live, supportive friends, and ever since I was provided consistent access to the level of support I need from a qualified provider, I haven't required inpatient hospitalization. These are all achievements that once seemed out of reach, but they didn't happen because I changed significantly, they happened because I finally got the support I needed and that I continue to receive to this day.

I now have a life that is beyond my wildest dreams because I got my needs met, but now I am left wondering how the General Assembly could even consider removing these protections for other Marylanders who could be robbed of these same opportunities if their insurer refuses to provide access to in-network mental health and substance use disorder services they are entitled to under the law? I could go on about the economic benefits of HB 11, which ensures other Marylanders can access appropriate and affordable mental health and substance use disorder services. Yet, the value of human lives can't be reduced to economics. We can't continue to allow insurers' profits to come before Marylanders' lives.

I support HB 11 because the protections in this bill saved my life and changed my life. These protections must be preserved to give other Marylander's these same opportunities.

Sincerely,

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