

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Approved in Part	Appeal Number:	2311286
Decision Date:	02/02/2024	Hearing Date:	12/06/2023
Hearing Officer:	Susan Burgess-Cox		

Appearance for Appellant:
Pro se

Appearance for MassHealth:
Michelle Carvalho (Taunton MEC) &
Gretchen Whitworth (Premium Billing)

Interpreter:



*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:	Approved in Part	Issue:	Coverage End Date
Decision Date:	02/02/2024	Hearing Date:	12/06/2023
MassHealth's Rep.:	Michelle Carvalho (Taunton MEC) & Gretchen Whitworth (Premium Billing)	Appellant's Rep.:	Pro se
Hearing Location:	All Parties Appeared by Telephone	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 October 4, 2023, MassHealth notified the appellant that her coverage was ending on October 18, 2023 as she had past due premiums. (130 CMR 506.011; Exhibit 1). The appellant filed this appeal in a timely manner on November 10, 2023. (130 CMR 610.015(B); Exhibit 2). An agency action to terminate benefits and a decision regarding the scope and amount of assistance are both valid grounds for appeal. (130 CMR 610.032).

Action Taken by MassHealth

MassHealth notified the appellant that her coverage was ending on October 18, 2023 because she had past due premiums. (130 CMR 506.011).

Issue

Whether MassHealth was correct in determining a coverage end date of October 18, 2023 due to the appellant having past due premiums. (130 CMR 506.011).

Summary of Evidence

All parties appeared by telephone. As the notice on appeal addressed a coverage end date due to nonpayment of premiums from June 2023 through September 2023, a representative from the Premium Billing Unit (PBU) appeared to address issues regarding premiums due to the agency resulting in a coverage end date. The representative from the PBU provided documents that were incorporated into the hearing record as Exhibit 4.

Through a notice dated March 4, 2023, the appellant was approved for MassHealth CommonHealth as of February 22, 2023 with a monthly premium of \$1,931.20 beginning April 2023. (Testimony; Exhibit 4). The March 2023 notice states that the appellant must pay the premium on time so the benefits will not cancel and if the appellant does not want to pay the premium, she must tell MassHealth to cancel the benefits within 60 days from the date that she was notified of a new or changed premium. (Testimony; Exhibit 4). The notice states that if the appellant does not cancel her premium within 60 days from the date that she was notified of the premium, she will need to pay any premium bills. (Testimony; Exhibit 4).

The PBU representative testified that due to the public health emergency, MassHealth did not issue premium bills until June 2023. The PBU representative testified that under the public health emergency, members were provided up to 90 days to call and cancel coverage.¹ Under these new guidelines, the appellant had until June 4, 2023 to contact MassHealth to cancel coverage. MassHealth does not have a record of the appellant making contact to cancel coverage until after the issuance of the notice on appeal. (Testimony; Exhibit 4). The PBU representative testified that the appellant did not pay premiums due in June 2023, July 2023, August 2023 and September 2023. (Testimony; Exhibit 4).

At the time of the eligibility decision issued on March 4, 2023, MassHealth determined that the appellant's family group had income at 1,845.33% of the federal poverty level based on information they received from the Federal Data Services Hub. (Testimony; Exhibit 4). This calculation would be based on a monthly income of approximately \$30,419. The appellant did not appeal that eligibility decision.

The appellant testified that she did not receive any eligibility notices from MassHealth other than the notice on appeal. The appellant testified that she was on vacation at the time of the issuance of the notice in March 2023 so something may have happened to the mail. The appellant testified that she did not receive a MassHealth card. The MassHealth eligibility representative responded that the notice issued in March 2023 was a change in coverage based upon an automatic renewal since the appellant was already in the system as a MassHealth member. The MassHealth eligibility representative testified that MassHealth would not issue a new identification card to someone

¹ The PBU representative did not cite any regulatory change, eligibility operations memorandum or other agency document regarding this policy change.

who was undergoing a coverage renewal.

The appellant acknowledged receiving bills over the four-month period at issue. The appellant testified that she contacted MassHealth after receiving the first bill. Both MassHealth representatives testified that agency records do not show any contact from the appellant until October 2023. The appellant acknowledged going to a MassHealth Enrollment Center in October 2023 to speak to someone about the bill when it totaled over \$7,000. The MassHealth eligibility representative testified that the agency has a record of the appellant appearing at an enrollment center and withdrawing from coverage on October 26, 2023.

The appellant testified that she paid for medical expenses as she did not know that she had MassHealth coverage. The appellant argued that she should not be responsible for payment of the premium bills as she did not use the coverage.

The MassHealth representative from the PBU informed the appellant that she could apply for a hardship waiver or enter into a payment agreement with the agency to pay the amount due.

Findings of Fact

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

1. Through a notice dated March 4, 2023, the appellant was approved for MassHealth CommonHealth as of February 22, 2023 with a monthly premium of \$1,931.20 beginning April 2023.
2. The calculation of this premium was based upon income information MassHealth received from the Federal Database Services HUB.
3. The appellant did not appeal that notice.
4. The appellant did not call to cancel the coverage within 90 days from the date of the March 4, 2023 notice.
5. Due to the Public Health Emergency, MassHealth did not begin to issue premium bills until June 2023.
6. The appellant received premium bills in the amount of \$1,931.20 in June 2023, July 2023, August 2023 and September 2023.
7. The appellant did not pay those premium bills.

8. The appellant did not utilize the MassHealth benefits.
9. The appellant went to a MassHealth Enrollment Center and withdrew from MassHealth coverage on October 26, 2023.

Analysis and Conclusions of Law

Pursuant to 130 CMR 506.011(C)(1), with the exception of persons described in 130 CMR 505.004(C): Disabled Adults, MassHealth members who are assessed a premium are responsible for monthly premium payments beginning with the calendar month following the date of the MassHealth agency's eligibility determination.

Under the regulations, if the member contacts MassHealth by telephone, in writing, or online and requests a voluntary withdrawal within 60 calendar days from the date of the eligibility notice and premium notification, MassHealth premiums are waived. (130 CMR 506.011(C)(5)). It is the member's responsibility to notify MassHealth of his or her intention to withdraw from coverage. (130 CMR 506.011(H)). If, however, the voluntary withdrawal is not made within 60 calendar days from the eligibility notice and premium notification, coverage may continue through the end of the calendar month of withdrawal, and the member is responsible for the payment of all premiums up to and including the calendar month of withdrawal. (130 CMR 506.011(H)). The appellant failed to take action to cancel coverage within 60 days of the March 2023 notice. Additionally, the MassHealth representative testified that the agency had a policy in place to allow members up to 90 days to cancel coverage and the appellant failed to take action during that time.²

In addition to not cancelling coverage, the appellant did not appeal the March 4, 2023 notice determining the premium amount. At hearing, the appellant did not raise any issues regarding the calculation of the premium, only her inability to pay the premium. As the eligibility notice approving the appellant's daughter for coverage was issued on March 4, 2023, due to the Public Health Emergency policies that were in effect until April 1, 2023 along with the possibility that the appellant failed to receive notice of the agency action in March 2023, the appellant had until July 2, 2023 to appeal the eligibility decision issued in March 2023. (130 CMR 506.011(H); 130 CMR 610.015; (EOM 20-09; EOM 23-11)). The appellant did not take action on the March 4, 2023 notice even upon receipt of a bill for a premium payment in June 2023. (EOM 20-09; EOM 23-11). The appellant testified at hearing that she received bills in June 2023, July 2023, August 2023 and September 2023 but did not provide any evidence of action taken until October 2023. The appellant's testimony of contacting the agency prior to October 2023 is not supported by the evidence presented at hearing including testimony of two agency representatives noting no record

² No policy was cited by the MassHealth representative at hearing. In a review of agency Eligibility Operations Memoranda it did not appear that such policy was officially put into place as most of the policies involving premium billing apply to those who have filed for a hardship waiver.

of contact with the agency until October 2023.

While the appellant failed to contact the agency to cancel coverage in the time allowed, MassHealth erred in assessing a premium for the months of August 2023 and September 2023. Pursuant to 130 CMR 506.011(D)(1) MassHealth should have terminated appellant's eligibility. The regulations at 130 CMR 506.011(D)(1) specifically state: "If the MassHealth agency has billed a member for a premium payment, and the member does not pay the entire amount billed within 60 days of the date on the bill, the member's eligibility for benefits is terminated. The member will be sent a notice of termination before the date of termination".

Premiums were assessed for June 2023 through September 2023. The appellant did not pay any portion of the premium. Therefore, pursuant to 130 CMR 506.011(D), MassHealth should have sent a notice of termination within 60 days of the date on the first premium bill. Though neither party presented a copy of a premium bill providing the due date, it is presumed that for a billing period of June 1, 2023 to June 30, 2023 MassHealth would have sent the premium bill in May 2023. Therefore, MassHealth should have issued a notice terminating coverage in August 2023 for failure to pay premiums in June 2023 and July 2023. MassHealth did not produce any testimony or evidence demonstrating the issuance of a notice to cancel coverage during that initial 60-day period. Instead, MassHealth continued to bill the appellant for 120 days from the date of the first bill.

This appeal is approved in part as MassHealth erred in not terminating coverage for failure to pay within 60 days of the first premium bill and the appellant erred in not cancelling coverage within the regulatory 60 or PHE policy 90 days of the eligibility notice issued in March 2023 or even the first date of the bill issued in June 2023. The appellant is responsible for payments due for coverage in June 2023 and July 2023 totaling \$3,862.40 (\$1,931.20 + \$1,931.20 = \$3,862.40).

As noted at the hearing by the representative from the Premium Billing Unit, the appellant can contact the agency to apply for a hardship waiver if she is unable to pay these bills. This is a new decision for the agency to make should the appellant contact the agency to apply for such a waiver and beyond the scope of this appeal.

Order for MassHealth

Determine the appellant responsible for bills from June 2023 and July 2023 totaling \$3,862.40.

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.

Susan Burgess-Cox
Hearing Officer
Board of Hearings

cc:

MassHealth Representative: Justine Ferreira, Taunton MassHealth Enrollment Center, 21 Spring St., Ste. 4, Taunton, MA 02780, 508-828-4616