

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Approved	Appeal Number:	2311872
Decision Date:	2/15/2024	Hearing Date:	12/22/2023
Hearing Officer:	Scott Bernard		

Appearance for Appellant:



Appearance for MassHealth:

Jeremy Silva (Charlestown MEC) *via* telephone
Karishma Raja (Premium Billing) *via* telephone



*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	Issue:	CommonHealth/Premium Billing
Decision Date:	2/15/2024	Hearing Date:	12/22/2023
MassHealth's Rep.:	Jeremy Silva; Karishma Raja	Appellant's Rep.:	[REDACTED]
Hearing Location:	Charlestown MassHealth Enrollment Center		

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 September 28, 2023, MassHealth informed the appellant that her MassHealth coverage would end on October 12, 2023 because she had past due premium balances. (See 130 CMR 506.011 and Exhibit (Ex.) 1). The appellant filed this appeal in a timely manner on November 20, 2023. (See 130 CMR 610.015(B) and Ex. 2). Termination of assistance is valid grounds for appeal. (See 130 CMR 610.032(A)(3)).

Action Taken by MassHealth

MassHealth informed the appellant that her MassHealth coverage would end on October 12, 2023 because of past due premium balances.

Issue

The appeal issues are whether MassHealth was correct in terminating the appellant's CommonHealth for failure to pay premiums, and whether the appellant owes past due premiums.

Summary of Evidence

The appellant is an individual, under the age 65, living in the community in a household of one. (Ex. 1; Ex. 3; Ex. 6, pp. 4-6, 8-10). The MassHealth representative stated that MassHealth approved the appellant for MassHealth CommonHealth by notice dated March 6, 2023. (Ex. 3; Ex. 6, pp. 8-10). The MassHealth representative said that the March 6, 2023 notice also informed the appellant that she would be required to pay a premium of \$31.20 per month beginning in April 2023. (Ex. 6, p. 9). The MassHealth representative stated that the approval notice was sent to the appellant's previous address. (Ex. 6, p. 8). The appellant did not update her address to MassHealth until September, 2023. (Testimony).

MassHealth representative testified that the appellant was not billed the premium in April or May 2023, because MassHealth did not end its COVID-19 Public Health Emergency (PHE) protections until April 1, 2023. The MassHealth representative stated that the appellant should have received premium invoices starting in June 2023. The MassHealth representative stated that the appellant did not pay her premiums and MassHealth issued the September 28, 2023 notice under appeal terminating CommonHealth as of October 12, 2023 because of past due premiums. (Ex. 1; Ex. 6, p. 7).

The MassHealth representative stated that subsequent to the September 28, 2023 notice, the appellant worked out a repayment plan with MassHealth Premium Billing and therefore the appellant's CommonHealth was reinstated. The MassHealth representative stated that MassHealth sent the appellant a notice on November 17, 2023, reinstating the appellant's CommonHealth effective November 7, 2023. (Ex. 6, pp. 4-6). The MassHealth representative stated that prior to the hearing, the appellant informed him that she received medical services during the gap in her coverage. The MassHealth representative stated that he was not authorized to backdate services more than 10 days prior to the date on the November 17 notice.

In addition to appearing by video conference, the Premium Billing representative submitted a written narrative, which stated the following in pertinent part. (See Ex. 6, p. 3). On March 6, 2023, MassHealth notified the appellant in writing that she was eligible for MassHealth CommonHealth and that she would be required to pay a \$31.20 monthly premium starting in April 2023. (Ex. 6, pp. 3, 8-10). Due to the public health emergency protections, MassHealth did not begin invoicing the appellant until June 2023. MassHealth sent the appellant invoices from June - September 2023. (Ex. 6, pp. 3, 11). According to a Payment and Transaction History Report, MassHealth billed the appellant \$31.20 in June, July, August, and September 2023, but did not receive payment from the appellant at that time. (Ex. 6, p. 11). By notice dated September 28, 2023, MassHealth terminated the appellant's coverage due to non-payment of premiums. (Ex. 1; Ex. 6, p. 7). Subsequent to this, upon the request of appellant, Premium Billing set up a six month payment plan for past due premiums. (Ex. 6, pp. 3, 11). Because the appellant set up a payment plan for the past due premiums, MassHealth determined that the appellant was again eligible for CommonHealth. (Ex. 6, p. 3). In a notice dated November 17, 2023, MassHealth informed the appellant that as of

November 7, 2023, she was eligible for CommonHealth with a premium of \$21.00 per month, which she would need to start paying in December 2023. (Ex. 6, pp. 4-6).

In answer to questions from both the MassHealth representative and the appellant, the Premium Billing representative clarified that beginning in December the appellant would be required to pay both her current premium of \$21, in addition to a further \$20 which is the repayment. This will mean that the appellant will be paying a total of \$41 per month. The MassHealth representative asked the Premium Billing representative whether Premium Billing sent the appellant a separate notice informing the appellant that she would be required to pay a premium beginning in June 2023. The Premium Billing representative stated that according to the Health Insurance Exchange (HIX) computer system, there was not a separate notice that was sent to the appellant in June, 2023, only the notices sent in March, September, and November, 2023.

The appellant stated that she did not receive any notice informing her that she would need to begin paying premiums in June. The appellant testified that she was no longer living at the address on the notice dated March, 2023. The appellant explained that she visited her niece in a nearby town and had two accidents which resulted in a broken hand and extensive damage to her right arm and hand. The appellant stated she needed ongoing treatment with an orthopedic hand specialist on a weekly basis, as well both physical and occupational therapy. The appellant stated that she had no relatives other than her niece, and began living with her on a temporary basis. The appellant informed MassHealth of her new address in September, 2023.

The appellant stated that the gap in her coverage was very concerning to her. The appellant said she had to go to the hospital during the gap. She said that Medicare paid part of the bills based on its reasonable and customary rates. The appellant stated, however, that there was an outstanding bill for \$8,658 for an IV infusion for her lupus, \$200 for labs, and \$800 for physical therapy. The appellant stated that she also has a PCA for 55.5 per week, who she was not able to pay during the gap.

Prior to the hearing, the appellant submitted a letter from one of her clinicians dated December 8, 2023, which stated the following¹:

[The appellant]...has been in counseling treatment with [the clinician's organization] since...2014. [The appellant] is currently attending outpatient therapy with the clinician for the following diagnoses: depressive disorder with mixed features due to

¹ To protect the appellant's confidentiality, the hearing officer has removed references to the appellant's name, address, the name of the clinician, the name of the clinician's organization, and the precise date the appellant began receiving treatment with the organization. Substitutions are indicated by the bracketed words and removals have been denoted through use of ellipses. Additionally, the hearing officer has removed the medical coding for the diagnoses, and has changed some capitalization. The hearing officer has chosen not to show where these changes were because doing so would impede the readability of the document and the changes were not a substantive change to the meaning of the letter and the words used therein.

complex chronic medical conditions (including systemic lupus erythematosus, congestive obstructive pulmonary disease (COPD), type 2 diabetes, Sjogren's syndrome, and chronic anemia); complex post-traumatic stress disorder; personal history of sexual abuse in childhood; inadequate housing; discord with landlord; target of (perceived) adverse discrimination; religious problems; discord with social service providers.

The appellant has a history of expressed suicidal ideations and recent loss of her faith, which impact her mental health and well-being. She has recently had difficulty in attending her appointments due to insurance issues and lack of funds to cover for her treatment out of pocket. There are concerns for her safety, were she to find herself in the position to not be able to afford to attend treatment. (Ex. 5).

Findings of Fact

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

1. The appellant is an individual under the age 65 living in the community in a household of one. (Ex. 1; Ex. 3; Ex. 6, pp. 3, 4-6, 8-10).
2. In a notice dated March 6, 2023, MassHealth approved the appellant for MassHealth CommonHealth with a premium of \$31.20 per month beginning in April 2023. (Testimony of the MassHealth representative; Ex. 3; Ex. 6, pp. 3, 8-10).
3. MassHealth did not bill the appellant the premium in April or May 2023 because MassHealth did not end its COVID-19 PHE protections until April 1, 2023. (Testimony of the MassHealth representative; Ex. 6, p. 3).
4. At some point between, March and September 2023, the appellant injured herself while visiting her niece in a different town. (Testimony of the appellant).
5. As of the date of the hearing, the appellant continued to reside with her niece. (Testimony of the appellant).
6. MassHealth began billing the appellant \$31.20 for her premium in June 2023. (Ex. 6, pp. 3, 11).
7. MassHealth did not send the appellant a separate notice stating that it would begin billing the appellant beginning in June 2023. (Testimony of the Premium Billing representative; Testimony of the appellant).
8. MassHealth continued billing the appellant \$31.20 in July, August, and September 2023, but did not receive any payment from the appellant at that time. (Ex. 6, p. 11).

9. Through a notice dated September 28, 2023, MassHealth informed the appellant that her MassHealth coverage would end on October 12, 2023 because she had past due premium balances. (Ex. 1; Ex. 6, p. 7).
10. The appellant informed MassHealth that she was no longer residing at her former address in September 2023. (Testimony of the MassHealth representative).
11. At some point prior to November 17, 2023, the appellant contacted MassHealth and agreed to a six month payment plan for the unpaid premiums. (Ex. 6, pp. 3, 11).
12. Because the appellant entered into a payment plan, MassHealth determined that the appellant was again eligible for CommonHealth. (Ex. 6, p. 3).
13. In a notice dated November 17, 2023, MassHealth informed the appellant that as of November 7, 2023 she was eligible for CommonHealth with a premium of \$21.00 per month, which she would need to start paying in December 2023. (Ex. 6, pp. 3, 4-6).
14. The appellant would be required to pay \$20 per month for six months per the payment plan, in addition to her current premium of \$21.00 per month. (Testimony of the Premium Billing representative).
15. The appellant filed a timely appeal of the September 28, 2023 termination notice on November 20, 2023. (Ex. 2).
16. The appellant incurred medical expenses during the gap in her coverage between October 12 and November 7, 2023. (Testimony of the appellant).
17. The appellant attends outpatient therapy with a clinician for the following diagnoses: depressive disorder with mixed features due to complex chronic medical conditions (including systemic lupus erythematosus, congestive obstructive pulmonary disease (COPD), type 2 diabetes, Sjogren's syndrome, and chronic anemia); complex post-traumatic stress disorder; personal history of sexual abuse in childhood; inadequate housing; discord with landlord; target of (perceived) adverse discrimination; religious problems; discord with social service providers. (Ex. 5).

Analysis and Conclusions of Law

The MassHealth agency may charge a monthly premium to disabled adults, disabled working adults, disabled young adults, and disabled children receiving CommonHealth who have household income that is above 150% of the federal poverty level (FPL). (130 CMR 504.005(I); 130 CMR 506.011)). MassHealth members who are assessed a premium are responsible for monthly premium payments beginning with the calendar month following the date of MassHealth's

eligibility determination. (130 CMR 506.011(C)(2)). If a member wishes to voluntarily withdraw from receiving MassHealth coverage, it is the member's responsibility to notify MassHealth of their intention by telephone, in writing, or online. (130 CMR 506.011(H)). Coverage may continue through the end of the calendar month of withdrawal. (Id.) The member is responsible for the payment of all premiums up to and including the calendar month of withdrawal, unless 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, in which case MassHealth waives the premiums. (130 CMR 506.011(C)(5), (H)).

In a notice dated March 6, 2023, MassHealth informed the appellant that she was approved for CommonHealth, with a premium calculation of \$31.20. The notice stated that she would be required to begin paying the premium starting in April 2023. This part of the notice was patently incorrect, however, as MassHealth was not charging premiums at this time. The Covid PHE ended on April 1, 2023. Once the PHE ended, MassHealth was required to review and redetermine the appellant's eligibility and issue a new notice. (See Eligibility Operations Memo (EOM) 23-13; EOM 23-18). MassHealth admitted that it sent no notice to the appellant between March 6, 2023, when they initially approved her for CommonHealth and calculated the premium, and September 28, 2023, when they terminated the appellant for failure to pay that premium. Complicating the matter, the appellant changed addresses without informing MassHealth until September, 2023, and thus would not have received any notices or invoices sent by MassHealth. It was the appellant's responsibility to inform MassHealth of her change in address within 10 days. (130 CMR 501.010(B)).

The appellant timely appealed the termination notice of September 28, 2023 and such notice is at issue in this appeal. The appellant did not wish her CommonHealth to be terminated and, upon learning of the past due bills, she entered into a payment plan with MassHealth Premium Billing. The appellant was reopened on CommonHealth with a start date of November 7, 2023. Because the appellant has entered into a payment plan with MassHealth Premium Billing to pay back the past due premiums, and because the appellant timely appealed the September 23, 2023 termination notice, MassHealth's action in terminating her CommonHealth as of October 12, 2023 is overturned. (130 CMR 506.011(D), (E)). MassHealth CommonHealth should be reinstated as of October 12, 2023.

For the above stated reasons, the appeal is APPROVED.

Order for MassHealth

Reinstate the appellant's CommonHealth coverage effective October 12, 2023.

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, after you contact the MEC, you continue to 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.

Scott Bernard
Hearing Officer
Board of Hearings

cc:

Nga Tran, Charlestown MassHealth Enrollment Center, 529 Main Street, Suite 1M, Charlestown, MA 02129s