

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Dismissed in part; Approved in part	Appeal Number:	2400205
Decision Date:	4/1/2024	Hearing Date:	02/07/2024
Hearing Officer:	Scott Bernard		

Appearance for Appellant:
Pro se via telephone

Appearance for MassHealth:
Yesenia Henriquez (the MassHealth
representative) *via telephone*
Karishma Raja (the Premium Billing
representative) *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:	Dismissed in part; Approved in part	Issue:	Premium Billing; Coverage Gap
Decision Date:	4/1/2024	Hearing Date:	02/07/2024
MassHealth's Rep.:	Yesenia Henriquez; Karishma Raja	Appellant's Rep.:	<i>Pro se</i>
Hearing Location:	Quincy Harbor South	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 December 14, 2023, MassHealth terminated the appellant's MassHealth coverage because it determined that she had past due premiums. (See 130 CMR 506.011 and Exhibit (Ex.) 1). The appellant filed this appeal in a timely manner on January 5, 2024. (See 130 CMR 610.015(B) and Ex. 2). Termination of assistance is valid grounds for appeal. (See 130 CMR 610.032).

Action Taken by MassHealth

MassHealth terminated the appellant's MassHealth coverage because she had past due premiums.

Issue

The appeal issues are whether the appellant's coverage should be reinstated and if so whether she would continue to be responsible for the outstanding premiums.

Summary of Evidence

A worker from Quincy MassHealth Enrollment Center (MEC) (the MassHealth representative), a

MassHealth Premium Billing Research Specialist (the Premium Billing representative), and the appellant attended the hearing by telephone.

The MassHealth representative testified to the following. The appellant is a disabled, non-working adult between the ages of 21 and 64¹. (Testimony; Ex. 3). On September 29, 2023, MassHealth sent the appellant notification she had been approved for MassHealth CommonHealth starting on March 18, 2023. (Ex. 7, p. 8; Testimony). MassHealth informed the appellant that beginning in October 2023 it would begin billing her with a premium of \$252. (Testimony; Ex. 7, p. 9). MassHealth calculated the premium based on the income of the appellant's spouse, who earns \$2,198 per week, or approximately \$114,000 per year. (Testimony). The appellant's household income placed her at 454.72% of the federal poverty level (FPL). (Testimony; Ex. 7, p. 10). The appellant lives in a household of three which includes the appellant, her spouse, and their child. (Testimony).

The Premium Billing representative testified to the following. MassHealth sent the appellant premium invoices for the months of October to December 2023 in the amount of \$252 monthly. (Testimony; Ex. 7, p. 5). MassHealth did not receive any premium payments from the appellant and for that reason MassHealth terminated the appellant's coverage on December 14, 2023. (Testimony; Ex. 1; Ex. 5, pp. 5, 7). The appellant contacted Premium Billing stating that she wanted to withdraw from MassHealth. (Testimony; Ex. 7, p. 5). MassHealth then issued a separate notice on December 19, 2023 informing the appellant that she had withdrawn her application. (Testimony; Ex. 7, p. 6). Since the appellant voluntarily withdrew within 90-days² of the September 29 approval, the appellant will not be held accountable for the unpaid premiums. (Testimony).

The appellant stated that she did not withdraw from MassHealth, rather someone withdrew her from her coverage. (Testimony). The appellant contacted MassHealth because she disagreed with the calculation of the premium because it was determined based on her spouse's income. (Testimony). The appellant had been told that the calculation of the premium would be based on her income only. (Testimony). The appellant does not currently have any income but applied for Social Security Disability Insurance (SSDI) in October 2023. (Testimony). The appellant is not able to work. (Testimony). In any case, the appellant was surprised to receive the notice terminating her coverage. (Testimony).

Moving beyond the calculation of the premium, the appellant's household of three was entirely reliant on her spouse's income. (Testimony). The appellant's spouse had been laid off for a year

¹ According to the MassHealth Medicaid Management Information System (MMIS) the appellant was determined to be disabled by the Disability Evaluation Service (DES) and was receiving coverage under Category 53, which is "CommonHealth Disabled Non Working Adult."

² The Premium Billing representative stated that despite the national COVID-19 emergency ending, MassHealth continued to follow a pandemic rule permitting withdrawal within 90 days rather than the 60 days stated in MassHealth's regulations. (See 130 CMR 506.011(C)(5)).

during COVID and the family only had his unemployment for income. (Testimony). They incurred a lot of debt during that time. (Testimony). Even though the appellant's spouse is employed again, the family's bills are still very high. (Testimony). They had to pay \$5,000 to avoid having their home foreclosed in October and continue to owe over \$20,000 in real estate taxes. (Testimony). The appellant stated that she needs health insurance but is not able to pay the premium at this time. (Testimony).

At this point, the Premium Billing representative stated that they had received the appellant's hardship application prior to her CommonHealth ending. (Testimony). Premium Billing did not process the application because it appeared that the appellant withdrew from CommonHealth. (Testimony). The Premium Billing representative stated that based on the information in the application, Premium Billing would have granted the waiver for a year. (Testimony).

The appellant stated that she would like to have her coverage back and would certainly want the premiums to be waived for one year. The MassHealth representative stated that if Premium Billing had waived the outstanding premiums, she would have no problem with removing the withdrawal and reinstating the appellant. The Premium Billing representative confirmed that the appellant's premiums would be waived for one year beginning in February but that she owed no other premiums prior to this. The MassHealth representative stated that since the appellant's coverage ended on December 28, 2024, she did not believe that she had the authority to reinstate to any date before the date of the hearing or at least maybe 10 days prior to the date of the hearing. The appellant stated that had a number of medical appointments in January and needed coverage during that time.

Findings of Fact

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

1. The appellant is a disabled non-working adult between the ages of 21 and 64. (Testimony; Ex. 3).
2. The appellant lives in a household of three which includes the appellant, her spouse, and their child. (Testimony).
3. The appellant's household income consists of \$2,198 per week from the spouse's employment. (Testimony).
4. On September 29, 2023, MassHealth sent the appellant notification she had been approved for MassHealth CommonHealth starting on March 18, 2023. (Ex. 7, p. 8; Testimony).
5. MassHealth informed the appellant that beginning in October 2023 it would begin billing her with a premium of \$252. (Testimony; Ex. 7, p. 9).

6. MassHealth calculated the premium based on the household's income. (Testimony).
7. The household income placed the appellant at 454.72% of the FPL. (Testimony; Ex. 7, p. 10).
8. MassHealth sent the appellant premium invoices for the months of October to December 2023 in the amount of \$252 monthly. (Testimony; Ex. 7, p. 5).
9. MassHealth did not receive any premium payments from the appellant and for that reason MassHealth terminated the appellant's coverage on December 14, 2023. (Testimony; Ex. 1; Ex. 5, pp. 5, 7).
10. The end date of coverage was December 28, 2023. (Testimony; Ex. 1; Ex. 5, p. 7).
11. MassHealth then issued a separate notice on December 19, 2023 informing the appellant that she had withdrawn her application. (Testimony; Ex. 7, p. 6).
12. The appellant submitted a request for a fair hearing that was received on January 5, 2024. (Ex. 2).
13. As a result of the appellant allegedly withdrawing from MassHealth within 90-days of her approval, MassHealth waived the appellant's outstanding premiums. (Testimony).
14. The appellant had also submitted a hardship waiver for the premiums prior to the alleged withdrawal. (Testimony).
15. The appellant disputed withdrawing from MassHealth and had solely wished to dispute having to pay the premium. (Testimony).
16. The appellant wanted to continue receiving CommonHealth. (Testimony).
17. Premium Billing agreed to approve a waiver of one year and considered the outstanding premiums as waived. (Testimony).
18. MassHealth agreed to reinstate the appellant's CommonHealth coverage but could not extend the coverage to December 28, 2023. (Testimony).

Analysis and Conclusions of Law

MassHealth may make an adjustment in the matters at issue before or during an appeal period. (130 CMR 610.051(B)). If the parties' adjustment resolves one or more of the issues in dispute in favor of the appellant, the hearing officer, by written order, may dismiss the appeal in accordance with 130 CMR 610.035 as to all resolved issues, noting as the reason for such dismissal that the parties have reached agreement in favor of the appellant. (Id.). Premium Billing had already

waived the appellant's outstanding waivers prior to the hearing on the assumption that the appellant had withdrawn from CommonHealth within 90-days of her initial approval. The appellant disputed that she had voluntarily withdrawn from CommonHealth and wished to have her coverage reinstated. Premium Billing then stated that prior to her alleged withdrawal, the appellant had requested to have her premiums waived on the basis of hardship and that based on the information contained in the request they would approve a waiver of one year. Premium Billing also stated that even if the appellant wished to have her MassHealth coverage reinstated, Premium Billing would continue to consider the previous outstanding premiums as waived. MassHealth stated that there was no objection to reinstating the appellant. With regard to these issues, the appeal is DISMISSED.

The only issue left in dispute at the conclusion of the hearing concerned the earliest date the appellant could be reinstated. MassHealth issued the notice under appeal on December 14, 2023. The appellant submitted her request for a hearing on January 5, 2024. The regulations state that in order to be timely under most circumstance, an appeal must be submitted within 60 days of the notice appealed. The appellant's appeal was very much a timely appeal. The issues underlying the notice appealed have all been resolved in the appellant's favor. For these two reasons, the appellant's coverage should be reinstated without a gap. With regard to the issue of the gap, the appeal is APPROVED.

Order for MassHealth

The appellant's CommonHealth should be reinstated from December 28, 2023 and her premium waiver should be approved from the date of the hearing and for one year thereafter. All prior outstanding premiums should be waived.

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.

Scott Bernard
Hearing Officer
Board of Hearings

cc: Quincy MEC, Attn: Appeals Coordinator, 100 Hancock Street, 6th Floor, Quincy, MA 02171;
Maximus Premium Billing, Attn: Karishma Raja, 1 Enterprise Drive, Suite 310, Quincy, MA 02169

