

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Approved in part; Denied in part	Appeal Number:	2411393
Decision Date:	10/9/2024	Hearing Date:	08/20/2024
Hearing Officer:	Scott Bernard		

Appearance for Appellant:
Pro se

Appearances for MassHealth:
Ba'Ran Lewis (Quincy MEC)
Carmen Fabery (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 in part; Denied in part	Issue:	Premium Billing/Non-Payment
Decision Date:	10/9/2024	Hearing Date:	08/20/2024
MassHealth's Reps.:	Ba'Ran Lewis; Carmen Fabery	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 June 26, 2024, MassHealth informed the appellant that her MassHealth coverage would end on July 10, 2024, 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 July 18, 2024. (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 July 10, 2024, because of past due premium balances.

Issue

The appeal issue is whether MassHealth was correct, pursuant to 130 CMR 506.011, in terminating the appellant for past due premium balances.

Summary of Evidence

A worker from the Quincy MassHealth Enrollment Center (MEC) (the MassHealth representative), and the appellant attended the hearing in person, while a MassHealth Premium Billing Research Specialist, attended by telephone.

The MassHealth representative testified to the following. The appellant is an individual under the age of 65 who lives in a household of one. (Testimony). The appellant is disabled. (Testimony; Ex. 4; Ex. 7, pp. 7-9). By notice dated January 5, 2024, MassHealth notified the appellant that beginning on December 26, 2023, she was eligible for MassHealth CommonHealth with a monthly premium of \$46.80 which would start in February 2024. (Testimony; Ex. 7, pp. 7-9). On June 26, 2024, MassHealth issued a letter notifying the appellant that her coverage would end on July 10, 2024 because she had past due premiums. (Testimony; Ex. 1; Ex. 7, p. 6). The MassHealth representative stated that on April 28, 2024, the appellant had reported to MassHealth that her apartment building had burned down in a fire on [REDACTED] 2024 and that she was homeless. (Testimony). The appellant had also given a post office box on that date as a forwarding address. (Testimony). MassHealth, however, did not update this information in its computer systems until July 23, 2024. (Testimony).

The Premium Billing Representative provided the following testimony as well as submitting the following written evidence. Beginning on February 21, 2024, and continuing through April 21, 2024, the Premium Billing Unit invoiced the appellant \$140.40 and received \$102.60 leaving a balance of \$37.80. (Testimony; Ex. 7, p. 10). In May and June 2024, the Premium Billing Unit invoiced the appellant a further \$93.60 and received \$18.00. (Testimony; Ex. 7, p. 10). As of June 26, 2024, the appellant owed MassHealth unpaid premiums totaling \$113.40. (Testimony; Ex. 7, p. 10). Because the appellant was more than 60 days in arrears, MassHealth notified the appellant on that date that it was terminating her CommonHealth for not fully paying the premiums that were owed. (Testimony; Ex. 1; Ex. 7, p. 6). MassHealth received a further payment of \$9.00 from the appellant on July 10 and as of the hearing date, the appellant's owed an outstanding balance of \$104.40 (Testimony). The Premium Billing representative noted that there is no record that, at any point prior to the hearing, the appellant paid all delinquent premiums, contacted the Premium Billing Unit or MassHealth to request a repayment plan, qualified for a nonpremium coverage, or requested that the past-due premiums be waived. (Testimony).

The Premium Billing representative then highlighted two issues. First, the appellant was submitting payments not only to her current premium account but also to an inactive account. (Testimony). MassHealth has had to refund all payments made to the old account (Testimony). The Premium Billing representative told the appellant to refrain from making payments to the inactive account and to only submit payments to the identified active account (Testimony). Furthermore, the Premium Billing representative explained that the Premium Billing Unit was not aware until recently that the appellant was homeless, which resulted in invoices being sent to her previous address. (Testimony).

The appellant initially expressed confusion regarding the hearing, mistakenly believing it was about Medicare rather than MassHealth. (Testimony). Once this was clarified, she shared her distress about losing everything in the fire on [REDACTED] which was caused by another tenant leaving candles unattended. (Testimony). The fire resulted in the loss of all her possessions, including important documents. (Testimony).

The appellant wished to stress that she has tried to be extremely responsible about remaining in contact with MassHealth since she became homeless. The appellant promptly informed MassHealth of her housing loss on April 27. (Testimony). The appellant also quickly opened a P.O. Box to ensure she could continue receiving her mail. (Testimony; Ex. 8). However, the USPS did not reliably deliver her mail to the P.O. Box until recently. (Testimony; Ex.8). When she finally received her mail in July, she discovered the overdue premium notices as well as the termination, which she promptly appealed. (Testimony; Ex. 1).

After the Premium Billing representative clarified which premium account she should pay, the appellant stated her intention to make the outstanding payment on the Friday following the hearing (Testimony). She also wanted to make sure that MassHealth updated her address and indicated that she would notify them once she secured permanent housing. (Testimony).

Findings of Fact

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

1. The appellant is an individual under the age of 65 who lives in a household of one. (Testimony).
2. The appellant is disabled. (Testimony; Ex. 4; Ex. 7, pp. 7-9).
3. On January 5, 2024, MassHealth approved the appellant for MassHealth CommonHealth beginning on December 26, 2023, with a monthly premium of \$46.80 starting in February 2024. (Testimony; Ex. 7, pp. 7-9).
4. Beginning on February 21, 2024, and continuing through April 21, 2024, the Premium Billing Unit invoiced the appellant \$140.40 and received \$102.60 leaving a balance of \$37.80. (Testimony; Ex. 7, p. 10).
5. On April 28, 2024, the appellant reported to MassHealth that her apartment building had burned down, leaving her homeless, and provided a post office box as a forwarding address but MassHealth did not update this information in its computer systems until July 23, 2024. (Testimony).
6. In May and June 2024, MassHealth invoiced the appellant a further \$93.60 and received \$18.00. (Testimony; Ex. 7, p. 10).

7. As of June 26, 2024, the appellant owed MassHealth unpaid premiums totaling \$113.40. (Testimony; Ex. 7, p. 10).
8. Because the appellant was more than 60 days in arrears, MassHealth notified the appellant on that date that it was terminating her CommonHealth for not fully paying the premiums that were owed. (Testimony; Ex. 1; Ex. 7, p. 6).
9. MassHealth received a further payment of \$9.00 from the appellant on July 10 and as of the hearing date, the appellant's owed an outstanding balance of \$104.40 (Testimony).
10. The appellant did not pay all delinquent premiums, contact the Premium Billing Unit or MassHealth to request a repayment plan, qualify for a nonpremium coverage, or request that the past-due premiums be waived at any point prior to the hearing. (Testimony).

Analysis and Conclusions of Law

MassHealth may charge a monthly premium to disabled adults 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)). 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)).

If MassHealth bills a member for a premium payment and the member does not pay the full amount within 60 days of the bill's date, their eligibility for benefits will be terminated. (130 CMR 506.011(D)(1)). The agency will send a notice of termination prior to the effective date. (Id.). However, the member's eligibility will not be terminated if, before that date, they take certain actions: pay all delinquent amounts billed; establish a payment plan and agree to pay the current premium along with the payment-plan amount; qualify for a nonpremium coverage type; or request a waiver of past-due premiums. (Id.).

The appellant may submit an application for waiver of the premium due to financial hardship, pursuant to 130 CMR 506.011(G). If MassHealth determines that the requirement to pay a premium imposes undue financial hardship on a member, it may, at its sole discretion waive the premium payment or reduce the amount assessed to a particular family; grant a full or partial waiver of any past due balance, which may include all or part of a premium accrued prior to the first day of the month in which hardship began; or implement both options. (130 CMR 506.011(G)(2)). Undue financial hardship is defined as a situation where the member demonstrates to MassHealth's satisfaction that, at the time the premium is charged or when seeking to reactivate benefits, they are experiencing significant financial distress, which may

include being homeless. (130 CMR 506.011(G)(1)(a)). If MassHealth denies the appellant's application for a waiver of premiums, the appellant has appeal rights on such notice.

In January 2024, MassHealth determined the appellant was eligible for CommonHealth and was responsible for monthly premium payments beginning in February, the calendar month following the eligibility determination. MassHealth invoiced the appellant for her monthly premiums beginning on February 21 and continuing through June 21, 2024, but did not receive full payment of these premiums. At that point, the appellant carried a balance of \$113.40, and thus was more than 60 days in arrears. On June 26, 2024, MassHealth sent the appellant a termination notice with an effective termination date of July 10. The Premium Billing representative stated that at no point prior to that date did the appellant pay all delinquent amounts billed; establish a payment plan and agree to pay the current premium along with the payment-plan amount; qualify for a nonpremium coverage type; or request a waiver of past-due premiums. As of the date of hearing, the appellant owed \$104.40 in past due premiums.

On April 28, 2024 the appellant reported or attempted to report to MassHealth that she had become homeless and could be contacted through a post office box. MassHealth did not process this information until July 23, 2024, after the appellant had been terminated for non-payment of premiums. The appellant testified that despite using a post office box and reporting this to MassHealth, she has not reliably received mail until relatively recently. Because of the unique circumstances of the appellant's case, i.e. being rendered homeless by fire, only receiving mail recently, the appellant should be given the opportunity to submit an application for a waiver of premiums prior to termination of her MassHealth CommonHealth. The appeal is approved insofar as MassHealth shall reopen the appellant's CommonHealth coverage retroactive to the date of termination. Upon receipt of this decision, MassHealth shall mail the appellant an application for a waiver of premiums. The appellant may also access an application for a waiver of premiums on the MassHealth website. The appellant shall have 30 days from the date of this decision to submit the application for a waiver of premiums to MassHealth. If the application for waiver of premiums is not submitted to MassHealth within 30 days of this decision, MassHealth may terminate the appellant's MassHealth CommonHealth if a premium balance is still due.

For the above reasons, the appeal is APPROVED in part.

Order for MassHealth

1. Reinstate the appellant's eligibility for CommonHealth from the date that coverage ended (July 10, 2024);
2. Send the appellant an Application for Waiver of Premiums due to financial hardship
3. Give the appellant 30 days from the date of his decision to submit the application for waiver of premiums

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.

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.

Scott Bernard
Hearing Officer
Board of Hearings

Quincy MEC, Attn: Appeals Coordinator, 100 Hancock Street, Quincy, MA 02171

Maximus Premium Billing, Attn: Carmen Fabery, 1 Enterprise Drive, Suite 310, Quincy, MA 021691