

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Denied	Appeal Number:	2305913
Decision Date:	10/10/2023	Hearing Date:	08/17/2023
Hearing Officer:	Thomas Doyle	Record Open to:	

Appearance for Appellant:
Pro se

Appearance for MassHealth:
Josephine Porte, Quincy MEC

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:	Denied	Issue:	Monthly Premium; Notice; Under 65
Decision Date:	10/10/2023	Hearing Date:	08/17/2023
MassHealth's Rep.:	Josephine Porte	Appellant's Rep.:	Pro se
Hearing Location:	Remote (phone)	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 March 4, 2023, MassHealth notified appellant she qualified for MassHealth CommonHealth, with a monthly premium of \$52.00 a month. (Ex. 5, p. 2-3). Subsequently, by notice dated May 22, 2023, MassHealth again notified appellant that it had reviewed appellant's eligibility and renewed appellant's coverage for CommonHealth, with the monthly premium of \$52.00. (Ex. 5, p. 4). By notice dated July 11, 2023, MassHealth notified appellant that her coverage had been terminated because she had withdrawn her application. (Ex. 1). The appellant filed this appeal in a timely manner on July 19, 2023. (Ex. 2).¹ Denial of assistance is valid grounds for appeal (see 130 CMR 610.032).

Action Taken by MassHealth

MassHealth terminated appellants coverage per her request but maintained appellant still owed monthly premium payments.

¹ Appellant was appealing the fact she was still obligated to pay past due monthly premiums for April and May 2023.

Issue

Is MassHealth correct that appellant is obligated for monthly premium payments after appellant terminated her coverage.

Summary of Evidence

Appellant and the MassHealth worker appeared by telephone and were sworn. The worker testified that a letter was sent to appellant on March 4, 2023, notifying her that she would be covered by MassHealth CommonHealth, with a monthly premium of \$52.00, beginning in April 2023. (Testimony). The worker then stated, after an automatic renewal was done, another letter was sent to appellant on May 22, 2023 notifying her MassHealth reviewed appellant's eligibility and renewed her coverage for CommonHealth, with has a monthly premium of \$52.00, starting in June 2023. The worker then testified appellant terminated her coverage on July 11, 2023. (Testimony). The worker stated she notified appellant that appellant would not be responsible for her June 2023 premium. The worker testified appellant told her she should not be responsible for any premiums because appellant never received the letters from MassHealth dated March 4 or May 22, 2023. (Testimony).

Appellant testified on her own behalf and stated she enrolled in MassHealth five years ago to cover a gap in coverage. She stated she was disabled. She stated she did not receive the March and May notices from MassHealth because her address has a lot of problems with "misdelleivered" mail. She testified the first she knew of any of these issues was when she received a bill in July 2023 that informed her she owed the June 2023 premium. When she got this bill, she called MassHealth and cancelled her coverage on July 11, 2023.

Findings of Fact

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

1. Appellant enrolled in MassHealth five years ago to cover a gap in coverage when her insurance ended and Medicare began and she became eligible due to disability. (Testimony).
2. Appellant was sent a notice dated March 4, 2023, notifying her she had been approved for CommonHealth, with a \$52.00 a month premium to begin in April 2023. (Testimony; Ex. 5, 2-3).
3. The March 4, 2023 notice was sent to appellant at [REDACTED] MA, [REDACTED] It was not returned to MassHealth. (Testimony).

4. After an automatic renewal was done, appellant was sent another notice dated May 22, 2023, notifying her that MassHealth had renewed her coverage for CommonHealth with a monthly premium of \$52.00 starting in June 2023. (Testimony; Ex. 5, p. 4-5).
5. In July 2023, appellant received a premium bill from MassHealth that covered the month of June 2023.
6. Appellant called MassHealth on July 11, 2023 and withdrew her MassHealth coverage. (Testimony; Ex. 1).

Analysis and Conclusions of Law

The appellant has the burden "to demonstrate the invalidity of the administrative determination." Andrews v. Division of Medical Assistance, 68 Mass. App. Ct. 228 (2007).

506.011: MassHealth Premiums and the Children's Medical Security Plan (CMSP) Premiums

The MassHealth agency may charge a monthly premium to MassHealth Standard, CommonHealth or Family Assistance members who have income above 150% of the federal poverty level (FPL), as provided in 130 CMR 506.011. The MassHealth agency may charge a monthly premium to members of the Children's Medical Security Plan (CMSP) who have incomes at or above 200% of the FPL. MassHealth and CMSP premiums amounts are calculated based on a member's household modified adjusted gross income (MAGI) and their household size as described in 130 CMR 506.002 and 130 CMR 506.003 and the premium billing family group (PBFG) rules as described in 130 CMR 506.011(A). Certain members are exempt from paying premiums, in accordance with 130 CMR 506.011(J).

...

(C) Premium Payment Billing.

...

(5) If the member contacts the MassHealth agency 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.²

...

(H) Voluntary Withdrawal. If a member wishes to voluntarily withdraw from receiving MassHealth coverage, it is the member's responsibility to notify the MassHealth agency of their intention by telephone, in writing, or online. Coverage may continue through the end of the calendar month of withdrawal. The member is responsible for

² This same notice is included on both the March 4, 2023 notice sent to appellant (Ex. 5, p. 3) and the May 22, 2023 notice to appellant (Ex. 5, p. 4).

the payment of all premiums up to and including the calendar month of withdrawal, unless the request for voluntary withdrawal is made in accordance with 130 CMR 506.011(C)(5).

There is no dispute that appellant voluntarily withdrew from MassHealth within 60 days from the May 22, 2023 notice. Appellant called MassHealth and cancelled her coverage on July 11, 2023. Due to this cancellation, the MassHealth representative testified appellant was not responsible for the June premium payment. (Testimony). The remaining dispute involves whether appellant is responsible for the premium payments for April and May 2023.

MassHealth sent appellant a notice dated March 4, 2023 notifying her she was approved for CommonHealth. (Ex. 5, p. 2). This notice also notified appellant she must pay a monthly premium to MassHealth and appellant would get a bill for \$52.00 each month starting in April 2023. (Ex. 5, p. 3). Two and a half months later, MassHealth sent appellant another notice telling her they have reviewed appellant's eligibility and renewed coverage for CommonHealth. (Ex. 5, p. 4). This notice also informed appellant she must pay a monthly premium to MassHealth, and she will be getting a bill for \$52.00 each month starting in June 2023. (Id). In July 2023, when appellant received the premium bill for June 2023, she called and cancelled her coverage. (Testimony). It is a reasonable assumption when appellant testified "in July, I got a bill that covered June", she meant she received that bill in the mail. The MassHealth representative testified the address for appellant on file with MassHealth was [REDACTED] MA. The MassHealth representative stated the March 4, 2023 notice was sent to appellant at this address and was not returned to MassHealth.³ Appellant did not deny this was her address but did state that her mail was sometimes "misdelivered". Appellant's testimony regarding misdirected mail and stating she did not receive the March and May 2023 notices but did receive the June 2023 premium bill, is not persuasive.

Appellant confirmed she enrolled in MassHealth five years ago. Pursuant to its regulations, MassHealth reviewed appellant's coverage and sent her notice in March 2023, to her address on file with MassHealth, of an upgrade to that coverage. In May 2023, again pursuant its regulations to review eligibility every year, MassHealth renewed appellant's coverage and notified her, by mailing to her address on file with MassHealth, of the coverage and premium fee. Appellant had notice she was liable for premium fee of \$52.00 a month beginning in April 2023. She did not withdraw her coverage until July 11, 2023. This is clearly outside the 60 day requirement to cancel coverage and not be responsible for premium payments as the first notice was issued on March 4, 2023, clearly stating appellant will have a monthly fee starting in April 2023. The appellant is responsible for monthly premiums of \$52.00 for the months of April and May 2023, for a total of \$104.00. The appeal is denied.

³ MassHealth would be advised in the future to include appellant's address on the notices mailed out to the appellant. This was not the case for the March and May notices in evidence at this hearing. (Ex. 5).

Order for MassHealth

None.

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.

Thomas Doyle
Hearing Officer
Board of Hearings

cc:

MassHealth Representative: Quincy MEC, Attn: Appeals Coordinator, 100 Hancock Street, 6th Floor, Quincy, MA 02171