

# Office of Medicaid BOARD OF HEARINGS

**Appellant Name and Address:**



<b>Appeal Decision:</b>	Denied in part; dismissed in part	<b>Appeal Number:</b>	2306766
<b>Decision Date:</b>	10/26/2023	<b>Hearing Date:</b>	9/26/2023
<b>Hearing Officer:</b>	Cynthia Kopka		

**Appearance for Appellant:**  
Pro se

**Appearance for MassHealth:**  
Tiffany Castellanos, Charlestown MEC  
Karishma Raja, Premium Billing



*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

<b>Appeal Decision:</b>	Denied in part; dismissed in part	<b>Issue:</b>	Premium billing; CommonHealth premium
<b>Decision Date:</b>	10/26/2023	<b>Hearing Date:</b>	9/26/2023
<b>MassHealth's Rep.:</b>	Tiffany Castellanos, Karishma Raja	<b>Appellant's Rep.:</b>	Pro se
<b>Hearing Location:</b>	Charlestown (remote)	<b>Aid Pending:</b>	No

### Authority

This hearing was conducted pursuant to Massachusetts General Laws Chapter 118E, Chapter 30A, and the rules and regulations promulgated thereunder.

### Jurisdiction

By notices dated March 4, 2023 and June 23, 2023, MassHealth approved Appellant for MassHealth's CommonHealth benefit with a monthly premium. Exhibit 1 and Exhibit 4 at 10. Appellant filed this timely appeal on August 9, 2023. Exhibit 2. 130 CMR 610.015(B). Challenging the scope of assistance is a valid basis for appeal. 130 CMR 610.032.

### Action Taken by MassHealth

MassHealth approved Appellant for MassHealth's CommonHealth benefit with a monthly premium.

### Issue

The appeal issue is whether Appellant is obligated to pay the MassHealth CommonHealth premium.

## Summary of Evidence

The MassHealth eligibility representative appeared via telephone and testified as follows. On March 4, 2023, MassHealth notified Appellant that she was eligible for MassHealth's CommonHealth benefit. This notice was mailed to Appellant's former address in [REDACTED] ("the [REDACTED] address"). Exhibit 4 at 10. Per this notice, Appellant would owe a monthly premium of \$242 beginning April 2023. MassHealth calculated the premium based on Appellant's household size of 1 and a monthly income that was 440% of the federal poverty level (FPL). In May 2023, MassHealth received a call from Appellant updating her address to [REDACTED] MA ("the [REDACTED] address").

On or about June 23, 2023, MassHealth received a renewal from Appellant which updated her income to be 486% of the FPL. On June 23, 2023, MassHealth notified Appellant that she was eligible for CommonHealth with a monthly premium of \$282. This notice was mailed to the [REDACTED] address. Exhibit 2. On August 2, 2023, MassHealth's Premium Assistance department notified Appellant that she was eligible for Premium Assistance, which would reduce her CommonHealth premium to \$124.94.

The MassHealth Premium Billing representative appeared via telephone and testified as follows. Appellant received bills for premiums owed for June 2023 (\$242), July 2023 (\$282), and August 2023. The MassHealth Premium Billing representative explained that due to the Covid-19 health emergency, no bills issued until May 31, 2023 when the emergency was lifted. The Premium Billing representative reached out to Premium Assistance to see if Appellant was approved for assistance for any of the outstanding months and was told to adjust the August premium to \$0. Exhibit 4 at 4. Premium Billing determined that Appellant was responsible for the bills for June and July 2023, totaling \$524. *Id.* At hearing, Premium Billing testified that Appellant called to withdraw her MassHealth coverage on July 28, 2023.<sup>1</sup> Acknowledging that this was within 60 days of the June 23, 2023 notice, Premium Billing agreed to waive the July 2023 premium of \$282. The remaining issue in dispute is whether Appellant owes the \$242 June 2023 premium.

Appellant appeared by phone and submitted letters in support of her position. Exhibit 2. A summary follows. Appellant disputes MassHealth's determination that she owes the June 2023 premium because she did not receive the notices sent and repeatedly called MassHealth to close her account. Appellant emphasized that she was trying to withdraw from MassHealth coverage as early as July 7, 2023 because she obtained employer sponsored health insurance.

Appellant did not get the March 4, 2023 notice because she moved. Appellant argued that she updated her address with MassHealth. Appellant purchased her new condominium in January 2023 but did not move in until approximately April 2023. Appellant was not living at the [REDACTED]

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<sup>1</sup> A notice dated August 10, 2023 sent to Appellant's [REDACTED] address notified Appellant that her coverage would terminate effective August 24, 2023 due to voluntary withdrawal. Exhibit 4 at 6.

address between January and April 2023 but her landlord held her mail for her. Appellant did not receive the March 4, 2023 notice. Appellant reviewed her call logs during the hearing and testified that she saw in the log calls to MassHealth in April 2023, but no calls between January and March 2023.

Appellant argued that she did not receive two MassHealth notices that she needed to show her employer so she could enroll in her employer sponsored insurance outside of the open enrollment period. Premium Assistance did not send Appellant a letter regarding her eligibility for employer-sponsored insurance until June 21, 2023. Exhibit 2 at 5. By then, Appellant had received a bill for the June 2023 premium, her first notice that she owed MassHealth. On July 7, 2023, Appellant spoke to Tamira in MassHealth's Premium Billing department, who advised Appellant to notify Premium Assistance for her MassHealth premium and apply for a waiver due to the circumstances. Appellant submitted the application for a hardship waiver, requesting a waiver not for financial hardship but due to the failure of MassHealth to notify Appellant that she owed a premium. *Id.* at 6-9. Appellant's employer sponsored insurance was not active until July 10, 2023. *Id.* at 9. Appellant did not know whether she used her MassHealth CommonHealth coverage for doctor's visits or otherwise between March and July 2023.

## Findings of Fact

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

1. On March 4, 2023, MassHealth mailed a notice to Appellant's [REDACTED] address notifying her that that she was eligible for MassHealth's CommonHealth with a monthly premium of \$242 beginning April 2023. This decision was based on Appellant's household size of 1 with a monthly income totaling 440% of the FPL. Exhibit 4 at 10.
2. In May 2023, MassHealth received a call from Appellant reporting her new [REDACTED] address.
3. On or about June 21, 2023, MassHealth sent a letter to Appellant's [REDACTED] address regarding her eligibility for Premium Assistance of her employer-sponsored insurance. Exhibit 2 at 5.
4. On or about June 23, 2023, MassHealth received a renewal from Appellant which updated her income to be 486% of the FPL.
5. On June 23, 2023, MassHealth notified Appellant by mail to her [REDACTED] address that Appellant was eligible for CommonHealth with a monthly premium of \$282 beginning July 2023. This notice was mailed to the [REDACTED] address. Exhibit 1.

6. On July 7, 2023, Appellant applied for a premium waiver, not for financial hardship but due to the failure of MassHealth to notify Appellant that she owed a premium. Exhibit 2 at 6-9.
7. On July 10, 2023, Appellant enrolled in her employer-sponsored insurance. *Id.* at 9.
8. On either July 7, 2023 or July 28, 2023, Appellant voluntarily withdrew from MassHealth. MassHealth processed the withdrawal on August 10, 2023 and adjusted the August premium due to \$0. Exhibit 4 at 4, 6.
9. Appellant requested a fair hearing on August 9, 2023 seeking a waiver of her premiums. Exhibit 2.

## Analysis and Conclusions of Law

MassHealth may charge a monthly premium to members with MassHealth Standard, CommonHealth, or Family Assistance who have income above 150 percent of the federal poverty level (FPL), as provided in 130 CMR 506.011. 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 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. *Id.* MassHealth may terminate a member's eligibility for benefits if a premium bill is not paid within 60 days. 130 CMR 506.011(D)(1).

Here, Appellant was notified on March 4, 2023 of her \$242 CommonHealth premium. MassHealth did not bill Appellant for this premium until June 2023 due to the pandemic. Appellant's premium was recalculated on June 23, 2023 to \$282. There was no dispute that Appellant called on or before July 28, 2023 to withdraw from coverage. As this was within 60 days of the June 23, 2023 recalculation, Premium Billing agreed to waive the July 2023 premium. This is addressed in the order below and the appeal is dismissed as to this part.

Regarding the June 2023 premium, Appellant argued that she did not receive notice of her CommonHealth eligibility and premium notification because the March 4, 2023 notice was sent to her old address. Appellant's testimony was not specific as to when she notified MassHealth of her change of address and that it may have occurred after March 4, 2023. It is a member's obligation to provide timely updates to MassHealth, within 10 days or as soon as possible. 130 CMR 501.010(B). Appellant did not show that MassHealth erred in sending the March 4, 2023 notice to

her [REDACTED] address.

Appellant also argued that she called MassHealth to cancel her coverage as early as July 7, 2023. However, this is not within 60 days of March 4, 2023 and therefore not a basis to waive the premium under 130 CMR 560.011(C)(5). Accordingly, this appeal is denied in part regarding the June 2023 premium.

## **Order for MassHealth**

Waive the July 2023 premium and adjust the amount owed by Appellant to \$242.

## **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.

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Cynthia Kopka  
Hearing Officer  
Board of Hearings

cc:

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

Premium Billing

Premium Assistance – Kim Johnson-Cheek