

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Denied	Appeal Number:	2312292
Decision Date:	1/11/2024	Hearing Date:	12/28/2023
Hearing Officer:	Mariah Burns		

Appearance for Appellant:
Pro se

Appearance for MassHealth:
Marcus Levine, Charlestown MassHealth
Enrollment Center; Carmen Fabery, Maximus
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

Appeal Decision:	Denied	Issue:	Under 65; Past Due Premiums; Termination
Decision Date:	1/11/2024	Hearing Date:	12/28/2023
MassHealth's Rep.:	Marcus Levine, Carmen Fabery	Appellant's Rep.:	Pro se
Hearing Location:	Remote	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 October 23, 2023, MassHealth terminated the appellant's child's MassHealth benefits because the appellant failed to pay past due premiums. *See* 130 CMR 506.011 and Exhibit 1. The appellant filed this appeal in a timely manner on November 30, 2023. *See* 130 CMR 610.015(B) and Exhibit 2. Agency action to terminate benefits is valid grounds for appeal. *See* 130 CMR 610.032.

Action Taken by MassHealth

MassHealth terminated the appellant's benefits for failure to pay past due premiums.

Issue

The appeal issue is whether the appellant is responsible for the past due premium balance on her MassHealth account.

Summary of Evidence

The appellant is an adult under the age of 65 who resides with her minor child. MassHealth was represented by workers from the Charlestown MassHealth Enrollment Center and Maximus, who runs MassHealth's Premium Billing program. All parties appeared by telephone. The following is a summary of the testimony given and evidence presented at hearing:

MassHealth reported that on October 8, 2022, a notice was issued approving the appellant's child for MassHealth Family Assistance benefits with a \$28.00 per month premium imposed. The notice was sent to the address MassHealth had on file for the appellant. Due to the ongoing COVID-19 public health emergency, the appellant was not invoiced for a premium until June of 2023. She was then billed for the months of July, August, and September. On October 23, 2023, MassHealth terminated the appellant's child's benefits for failure to pay past due premiums. The appellant made a \$60.00 payment on October 26, 2023. A balance of \$52.00 remains on the appellant's account.

The appellant testified that she did not receive the October 8, 2022, notice nor any of the bills sent from June-September 2023. She confirmed that, although she no longer lives at the address to which the notice and bills were sent, it is still a good address for her to receive mail. That address is what the appellant listed on her Fair Hearing request. See Exhibit 2. The appellant reported that when she learned of the premium, she called MassHealth multiple times and was told to disregard the notice and the bills because there was no premium on her account. She testified that she was able to get employee-sponsored insurance for her child and no longer wanted MassHealth Family Assistance if a premium were imposed. She indicated that she was not challenging the termination of benefits, but rather asked that she not be responsible for the remainder of the balance, because she would have cancelled the benefits had she known about the premium sooner.

Findings of Fact

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

1. The appellant is an adult under the age of 65 who resides with her minor child. Testimony, Exhibit 4.
2. On October 8, 2022, a notice was issued approving the appellant's child for MassHealth Family Assistance benefits with a \$28.00 per month premium imposed. The notice was sent to the address MassHealth had on file for the appellant. Exhibit 5 at 7-9, Testimony. The appellant no longer resides at that address, but still receives mail there. Testimony.
3. Beginning in June 2023, MassHealth invoiced the appellant for her monthly premium and

sent bills to the address on file for the months of June, July, August, and September of 2023. Testimony, Exhibit 5 at 5.

4. On October 23, 2023, MassHealth sent a notice terminating the appellant's child's Family Assistance benefits for failure to pay past due premiums. Exhibit 1.

5. On October 26, 2023, the appellant made a \$60.00 payment towards the balance on her account. Testimony, Exhibit 5 at 5. The remaining balance is \$52.00. *Id.*

6. The appellant reported never having received the October 8, 2022, notice imposing the premium, nor any of the bills sent by MassHealth. Testimony.

Analysis and Conclusions of Law

MassHealth may impose a premium for members receiving MassHealth Standard, CommonHealth, or Family Assistance benefits whose household income is greater than 150% of the federal poverty level. See 130 CMR 506.011. MassHealth must send a timely notice of the imposition of any premium for it to be enforceable. See 130 CMR 610.015(A). These members "are responsible for monthly premium payments beginning with the calendar month following the date of the MassHealth agency's eligibility determination. 130 CMR 506.011(C)(1). Members who contact MassHealth "within 60 calendar days from the date of the eligibility notice and premium notification" to request a voluntary withdrawal of benefits may have their premiums waived. *Id.* at 506.011(C)(4).

MassHealth may terminate a member's benefits, pursuant to adequate notice, if "the member does not pay the entire amount billed within 60 days of the date on the bill." 130 CMR 506.011(D)(1). A member "who is 150 days or more in arrears" may be referred to the State Intercept Program "in compliance with 815 CMR 9.00: *Collection of Debts.*" *Id.* at 506.011(D)3).

Here, the appellant asks for the remainder of her balance for past due premiums to be waived because she claims to have never received the notice imposing the premium. She further asserts that she would have cancelled her child's benefits had she known she was expected to pay a premium. Whether these arguments have merit notwithstanding, the Board of Hearings does not have jurisdiction to substantively address them. The appellant's right to appeal the October 8, 2022, notice (or lack of notice, as she argues) expired more than a year ago. See 130 CMR 610.015(B) (Members have 60 days to appeal after receiving written notice or 120 days from the date of the MassHealth action when the agency fails to send written notice of the action).

The appellant is not challenging the termination of her benefits, only her responsibility for the remainder of the balance on her account. Because I have no jurisdiction to address anything other than MassHealth's termination of benefits – an action the appellant does not dispute – I find that

there is no evidence that MassHealth erred in its determination.

For the foregoing reasons, the appeal is hereby DENIED.

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.

Mariah Burns
Hearing Officer
Board of Hearings

cc:

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

Maximus Premium Billing, Carmen Fabery