

**Office of Medicaid  
BOARD OF HEARINGS**

**Appellant Name and Address:**



<b>Appeal Decision:</b>	Approved	<b>Appeal Number:</b>	2312939
<b>Decision Date:</b>	1/29/2024	<b>Hearing Date:</b>	January 11, 2024
<b>Hearing Officer:</b>	Brook Padgett		

**Appellant Representative:**



**MassHealth Representatives:**

Carmen Fabery, Premium Billing  
Jada Newson, Quincy MEC



***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>	Approved	<b>Issue:</b>	Premium Billing
<b>Decision Date:</b>	1/29/2024	<b>Hearing Date:</b>	January 11, 2024
<b>MassHealth Reps.:</b>	C. Fabery, J. Newson	<b>Appellant Rep.:</b>	Mother
<b>Hearing Location:</b>	Quincy MEC (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

The Appellant received a notice dated October 05, 2023 stating: MassHealth has determined you do not qualify for MassHealth due to unpaid premiums. (Exhibit 1; 130 CMR 506.011(D)). The Appellant appealed this notice timely on December 06, 2023. (130 CMR 610.015(B); Exhibit 2). Denial of benefits is valid grounds for appeal. (130 CMR 610.032).

### Action Taken by MassHealth

MassHealth terminated the Appellant's MassHealth CommonHealth for failure to pay premium payments.

### Issue

Did the Appellant owe premiums for CommonHealth eligibility?

### Summary of Evidence

The MassHealth representatives and the Appellant's authorized representative appeared telephonically. The MassHealth representative, from the MassHealth Enrollment Center in Quincy, testified that the Appellant was initially approved for MassHealth Standard on January 22, 2016, as

a single individual with a verified disability and no income. On August 02, 2022, the Appellant updated his income (currently reported as \$4,493.48 a month) and other health insurance information on the member portal; however, due to the COVID emergency protection, no change was made to his eligibility and the Appellant continued to receive MassHealth Standard without a premium. On June 28, 2023, after removal of the COVID protection, MassHealth automatically redetermined the Appellant's MassHealth eligibility and he was approved for MassHealth CommonHealth.

The representative from the MassHealth Premium Billing unit testified that, on June 28, 2023, the Appellant was approved for MassHealth CommonHealth with a \$168.00 a month premium. The representative stated that the premium bills began in July 2023 and continued until the Appellant requested cancellation on January 04, 2024. Since the cancellation was outside the 60 day regulation timeframe for voluntary withdrawal (130 CMR 506.011(C)(5)) the Appellant is responsible for the unpaid premiums of \$168.00 for July, August and September 2023 for a total of \$504.00.

The Appellant's representative testified that the Appellant (who is on the autism spectrum) updated his employment and insurance as required on the portal in August 2022, after he got a job. He indicated on the portal that he had private insurance. When the Appellant received a premium bill, he then contacted Tufts, who was his previous insurance provider, and was told by Tufts he was no longer covered, so he ignored the bill. The Appellant's representative stated that the Appellant never requested CommonHealth and did not know he had been approved for CommonHealth and has never used any CommonHealth benefits.

## Findings of Fact

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

1. The Appellant was approved for MassHealth Standard on January 22, 2016, as a single individual with a verified disability and no income. (Testimony).
2. On August 09, 2022, the Appellant updated his eligibility status through the member portal indicating he had an increase in income and access to employer sponsored health insurance. (Testimony).
3. Despite being over income for MassHealth Standard eligibility, MassHealth continued to approve the Appellant's MassHealth Standard without a premium due to COVID protection. (Testimony).
4. On June 28, 2023, after removal of the COVID protection, MassHealth automatically redetermined the Appellant's eligibility and approved him for MassHealth CommonHealth with a premium of \$168.00. (Testimony).
5. There was no evidence presented that the Appellant was notified prior to receiving a

premium bill that he had been determined eligible for MassHealth CommonHealth.

6. The Appellant failed to pay his \$168.00 premium for the months of July, August, and September 2023 for a total arrearage of \$504.00. (Exhibit 1).

## **Analysis and Conclusions of Law**

The Appellant was approved for MassHealth Standard on January 22, 2016 as a single individual with a verified disability and no income. On August 09, 2022, the Appellant updated his income through the portal reporting he had obtained a job and was receiving private insurance. Although at that time the Appellant's reported income placed him over the income level for MassHealth Standard, MassHealth continued to approve the Appellant for Standard benefits without a premium, due to the emergency COVID protection. On June 28, 2023, MassHealth automatically redetermined the Appellant's MassHealth eligibility and terminated his Standard coverage due to his income and approved the Appellant for CommonHealth coverage with a premium of \$168.00.

The Appellant acknowledged receiving a premium bill in July 2023, but he believed that he was not a MassHealth recipient as he had no contact with MassHealth for a year (since August 2022), and he had informed MassHealth he had employer sponsored health insurance in August, 2022. Furthermore, when the Appellant contacted his previous insurance provider, he was told he was no longer covered and as a result he believed he was no longer eligible for or receiving MassHealth.

At the beginning of the COVID-19 public health emergency (PHE), the federal government issued continuous coverage requirements. Since March 2020, MassHealth has put protections in place so that individuals receiving Medicaid would generally not lose their coverage unless they voluntarily withdrew, moved out of state, or passed away. These continuous coverage requirements ended April 01, 2023. The Eligibility Operations Memorandum (EOM) 23-18<sup>1</sup> directs MassHealth to review members eligibility to ensure they still qualify for MassHealth benefits. The EOM states for those members who had benefits protected before April 01, 2023, MassHealth cannot close or downgrade coverage until a complete annual renewal or review is performed.

In this instance MassHealth automatically redetermined the Appellant for CommonHealth coverage and began billing him at the end of the COVID protection, without performing a review or notifying the Appellant of the determination by MassHealth of his CommonHealth eligibility as required (see 130 CMR 502.008). Pursuant to 130 CMR 502.006(D), MassHealth benefits terminate or downgrade no sooner than 14 days from the date of termination or downgrade notice. The MassHealth representative testified that MassHealth downgraded the Appellant on June 28, 2023 and began billing a CommonHealth premium on July 01, 2023. The

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<sup>1</sup> Eligibility Operations Memorandum 23-18 MassHealth Policy Updates to Support Return to Normal Business Operations (April 01, 2023 – March 31, 2024).

appellant did not receive notice and his Standard benefits terminated before the regulatory 14 day period.

It is further noted that, because the Appellant had employer sponsored health insurance, MassHealth should have determined eligibility for Premium Assistance pursuant to 130 CMR 506.012, and this was not done. In addition, pursuant to 130 CMR 506.011(D), if the MassHealth agency has billed a member for a premium payment, and the member does not pay the entire amount billed within 60 days of the date on the bill, the member's eligibility for benefits is terminated. MassHealth should have terminated the appellant's eligibility within 60 days of the first bill, and it did not.

I find the Appellant is not responsible for the assessed premium payment of July, August, and September 2023 as the premium bill was a result of an automatic redetermination and not an annual review as required by EOM 23-18.

For the foregoing reasons, the appeal is approved.

## **Order for MassHealth**

Rescind the Appellant's premiums assessed for July, August, and September 2023.

## **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, Division of Medical Assistance, at the address on the first page of this decision.

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Brook Padgett  
Hearing Officer  
Board of Hearings

Cc: Premium Billing, Quincy MEC