


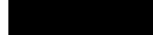
Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Denied	Appeal Number:	2401543
Decision Date:	7/16/2024	Hearing Date:	02/29/2024
Hearing Officer:	Scott Bernard	Record Open to:	05/20/2024

Appearance for Appellant:

 *via video conference*
 *via video conference*

Appearance for MassHealth:

Sherri Paiva (Taunton MEC) *via video conference*
Karishma Raja (Premium Billing) *via video conference*
Roxana Noriega (Premium Assistance) *via video conference*



*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/Premium Billing/Premium Assistance
Decision Date:	7/16/2024	Hearing Date:	02/29/2024
MassHealth's Rep.:	Sherri Paiva; Karishma Raja; Roxana Noriega	Appellant's Rep.:	[REDACTED]
Hearing Location:	Taunton MassHealth Enrollment Center	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 December 28, 2023, MassHealth notified the appellant that it was terminating her daughter's MassHealth coverage because MassHealth determined that she had past due premiums. (See 130 CMR 506.011(D), (E)(2), and Exhibit (Ex.) 1A). Through a second notice dated December 28, 2023, MassHealth informed the appellant that it had stopped her premium assistance payments. (See 130 CMR 506.012; Ex. 1B). The appellant filed this appeal in a timely manner on January 31, 2024. (See 130 CMR 610.015(B) and Ex. 2). Denial of assistance is valid grounds for appeal. (See 130 CMR 610.032).

At the conclusion of the hearing, the record was left open until May 20, 2024 at the request of the parties, after which time it closed. (See Ex. 6, 7, 8, 9, 10).

Action Taken by MassHealth

MassHealth terminated the appellant's daughter's MassHealth CommonHealth coverage because of non-payment of premiums. MassHealth also terminated the appellant's premium assistance because the underlying MassHealth coverage was terminated.

Issue

The appeal issues are whether MassHealth was correct, pursuant to 130 CMR 506.011, in determining that the appellant's daughter's MassHealth coverage should be terminated for non-payment of premiums and whether, pursuant to 506.012, the ensuing termination of premium assistance was also correct.

Summary of Evidence

A worker from Taunton MassHealth Enrollment Center (MEC) (the MassHealth representative), a MassHealth Premium Billing Research Specialist (the Premium Billing representative), a MassHealth Premium Assistance Investigation Specialist (the Premium Assistance representative), the appellant, and her spouse all attended the hearing by video conference.

The MassHealth representative stated the following. On September 11, 2023, MassHealth approved the appellant's daughter for CommonHealth with a monthly premium of \$1,239.24 starting in October 2023. (Testimony; Ex. 5, pp. 7-8). The September 11, 2023 notice stated that the appellant was required to pay the premium on time so that these benefits did not end. (Testimony; Ex. 5, pp. 7-8). The notice also stated that if the appellant did not want to pay the premium, she was required to voluntarily withdraw from coverage within 60 days. (Testimony; Ex. 5, pp. 7-8). The appellant did not appeal the September 11, 2023 premium calculation notice.

The MassHealth representative stated that this appeal concerns the termination of the appellant's daughter's MassHealth coverage for non-payment of premiums. (Testimony; Ex. 1A). MassHealth notified the appellant of the termination through the notice dated December 28, 2023, and the termination became effective on January 11, 2024. (Testimony; Ex. 1A). Because the daughter's MassHealth coverage was terminated, MassHealth also informed the appellant that her premium assistance was also terminated in a separate notice sent on the same date. (Testimony; Ex. 1B).

The Premium Billing representative testified to the following. After MassHealth issued the notice approving the appellant's daughter for CommonHealth on September 11, 2023, the Premium Billing Unit (PBU) sent the appellant bills in the amount of \$1,239.24 per month for the months of October, November, and December 2023. (Testimony). PBU did not receive payments for any of these bills and subsequently issued the December 28, 2023 termination notice for non-payment of the premiums. (Testimony; Ex. 1B; Ex. 5, p. 6). On February 20, 2024, and at the appellant's request, PBU reached out to the Premium Assistance Unit (PAU). (Testimony; Ex. 5, p. 9). PAU instructed PBU to reduce the October 2023 premium bill to \$0.00, which was done. (Testimony; Ex. 9). PAU also informed PBU that the November and December 2023 premiums are the reduced premiums that resulted from the appellant's eligibility for premium assistance. (Testimony; Ex. 5, p. 9). As of the date of the hearing, the appellant still had not submitted payments for November or December 2023. (Testimony). The total owed is \$2,478.48. (Testimony).

The Premium Assistance representative testified to the following. The appellant's daughter was first approved for CommonHealth coverage beginning January 29, 2023. (Ex. 3; Testimony). The appellant's premium assistance began on May 1, 2023. (Testimony; Ex. 3). On September 11, 2023, MassHealth notified the appellant that she was eligible to receive premium assistance. (Testimony; Ex. 2, p. 5). On December 28, 2023, MassHealth notified the appellant that it was stopping her premium assistance payment. (Testimony; Ex. 1B). The appellant's premium assistance ended because her daughter's coverage was terminated for non-payment of the premiums. (Testimony).

The MassHealth representative stated that the appellant and her spouse had expired proof of income. An extensive discussion with the appellant and her spouse concerning this followed as a result. (Testimony). The appellant and her spouse did not dispute that they received the premium bills and did not dispute that they did not pay those bills. (Testimony; Ex. 2, pp. 9-11). At the conclusion of the hearing, the record was left open to allow the appellant and her spouse to submit updated income information to MassHealth for MassHealth to review and re-determine eligibility and premium calculation. (Ex. 6). The information MassHealth requested was not submitted by May 20, 2024, and no new MassHealth determination resulted. (Ex. 7; Ex. 8; Ex. 9; Ex. 10).

Findings of Fact

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

1. The appellant's daughter was first approved for CommonHealth coverage beginning January 29, 2023. (Ex. 3).
2. The appellant's premium assistance began on May 1, 2023. (Testimony; Ex. 3).
3. On September 11, 2023, MassHealth approved the appellant's daughter for CommonHealth with a monthly premium of \$1,239.24 starting in October 2023. (Testimony; Ex. 5, pp. 7-8).
 - a. The September 11 notice stated that the appellant was required to pay the premium on time so that these benefits do not end. (Testimony; Ex. 5, pp. 7-8).
 - b. The notice also states that if the appellant did not want to pay the premium, she was required to voluntarily withdraw within 60 days. (Testimony; Ex. 5, pp. 7-8).
4. MassHealth also notified the appellant that she was approved for premium assistance in a separate notice sent on September 11, 2023. (Testimony; Ex. 2, p. 5).
5. The appellant did not appeal the September 11, 2023 notices.
6. The appellant did not pay the premiums in October, November, and December 2023.

(Testimony; Ex. 5).

7. On December 28, 2023, MassHealth notified the appellant that it was terminating her daughter's MassHealth coverage on January 11, 2024 because it determined that she had past due premiums. (Ex. 1A).
8. Through a second notice dated December 28, 2023, MassHealth informed the appellant that it had stopped her premium assistance payments. (Ex. 1B).
9. MassHealth waived the October 2023 premium.
10. As of the date of the hearing the appellant owed \$2,478.48 in past due premiums for November and December, 2023. (Testimony; Ex. 5).

Analysis and Conclusions of Law

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)). If MassHealth 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. (130 CMR 506.012(D)(1)). The member will be sent a notice of termination before the date of termination. (Id.). If a member wishes to voluntarily withdraw from receiving MassHealth coverage, it is the member's responsibility to notify MassHealth of their intention by telephone, in writing, or online. (130 CMR 506.011(H)). Coverage may continue through the end of the calendar month of withdrawal. (Id.). The member is responsible for the payment of all premiums up to and including the calendar month of withdrawal, unless the request for voluntary withdrawal is made in by telephone, in writing, or online within 60 calendar days from the date of the eligibility notice and premium notification, in which case the premiums are waived. (Id.).

MassHealth determined that the appellant's daughter was eligible for CommonHealth as a disabled person under the age of 18 beginning in January 2023. On September 11, 2023, MassHealth issued a new approval notice stating that the appellant would need to pay a monthly premium of \$1,239.24 starting in October 2023. The notice also stated that if the appellant did not wish to pay this premium she could withdraw from the program within 60 days of the date of that notice. MassHealth received no premium payments for October, November, or December 2023. The appellant also did not withdraw her daughter from her MassHealth coverage within 60 days of the September 11, 2023 notice. There was no dispute that the appellant received the premium bills and there was no dispute that the appellant did not pay the premium bills.¹ The record

¹ Although there was a dispute concerning whether MassHealth calculated the household's income and therefore the amount of the premium correctly, this was an issue raised by the September 11, 2023 notice and not the notices under appeal. Under 130 CMR 610.015(B)(1), BOH must receive the request

therefore supports MassHealth's decision on December 28, 2023 terminating the appellant's daughter's CommonHealth coverage for non-payment of the premiums.

Premium assistance payments are available to MassHealth members who are eligible for MassHealth CommonHealth. (130 CMR 506.012(A)(3)). MassHealth may provide a premium assistance payment to an eligible member when the health insurance coverage meets the Basic Benefit Level; the health insurance policy holder is in the Premium Billing Family Group; and at least one person covered by the health insurance policy is eligible for MassHealth benefits and the health insurance policy is a policy that meets the criteria of the MassHealth coverage type for premium assistance benefits. Once the appellant's daughter's MassHealth coverage was terminated, MassHealth was justified in terminating the premium assistance because there was no longer an individual eligible for MassHealth benefits living in the household. For the above reasons, the appeal is 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.

Scott Bernard
Hearing Officer
Board of Hearings

Justine Ferreira, Taunton MassHealth Enrollment Center

Maximus Premium Billing, Attn: Karishma Raja, 1 Enterprise Drive, Suite 310, Quincy, MA 02169

Premium Assistance, UMASS - Schrafft's Center, 529 Main St., 3rd Floor, Charlestown, MA 02129

for a fair hearing within the 60 days after an applicant or member receives written notice from the MassHealth agency of the intended action. The appellant did not submit an appeal until January 31, 2024, more than four months after MassHealth issued the September 11, 2023 notice. For that reason, the hearing officer had no jurisdiction over the issues raised by that notice in the present hearing.