

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Approved	Appeal Number:	2402763
Decision Date:	5/23/2024	Hearing Date:	04/05/2024
Hearing Officer:	Scott Bernard		

Appearance for Appellant:
Pro se via telephone

Appearance for MassHealth:
Elizabeth Nickoson (Taunton MEC) *via*
telephone
Karishma Raja (Premium Billing Unit) *via*
telephone



*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:	Approved	Issue:	Tax Intercept
Decision Date:	5/23/2024	Hearing Date:	04/05/2024
MassHealth's Rep.:	Elizabeth Nickoson; Karishma Raja	Appellant's Rep.:	<i>Pro se</i>
Hearing Location:	Taunton MassHealth Enrollment Center	Aid Pending:	N/A

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 February 8, 2024, the Department of Revenue (DOR) informed appellant that \$169.00 of her state tax refund would be transferred to MassHealth as a result of state tax refund intercept. (See 130 CMR 501.012 and Exhibit (Ex.) 1, pp. 2-3). The appellant filed this appeal in a timely manner on February 23, 2024. (See 130 CMR 610.015(B) and Ex. 1, p. 2). An agency action to recover payments for unpaid premiums through tax intercept is valid grounds for appeal. (See 130 CMR 610.032).

Action Taken by MassHealth

MassHealth, through DOR, intercepted the appellant's tax refund.

Issue

Whether MassHealth correctly intercepted the appellant's state tax refund.

Summary of Evidence

The MassHealth representative testified that the appellant lives in a household of two, consisting

of herself and her spouse. (Testimony). They are both tax filers and file their taxes separately. (Testimony). The household's current income places them at 198.03% of the federal poverty level (FPL). (Testimony). The appellant's spouse does not have any reported income. (Testimony). The appellant earns \$770 per week. (Testimony). On February 27, 2023, MassHealth approved the appellant's spouse for CommonHealth starting on December 26, 2022, with a monthly premium of \$48 starting in March 2023. (Testimony; Ex. 5, pp. 7-9). The records indicate the appellant's spouse voluntarily withdrew from CommonHealth on September 20, 2023. (Testimony; Ex. 5, p. 5).

The Premium Billing representative testified that the subject of this appeal was the interception of unpaid premiums¹ from the appellant's 2023 tax refund. (Ex. 1; Testimony). After MassHealth approved the appellant's spouse for CommonHealth on February 27, 2023, it did not bill the appellant due to the protections in place from the Covid 19 Public Health Emergency. After the Covid 19 PHE protections were lifted, MassHealth sent a premium bill to the appellant in June, 2023. MassHealth continued sending the appellant bills for her spouse's premium in July, August, and September 2023. (Testimony). The Premium Billing representative stated that although all of these bills were for the spouse's monthly CommonHealth premiums, MassHealth addressed them to the appellant because she was the head of household. (Testimony).

The Premium Billing representative stated that on July 20, 2023, MassHealth received a letter from the appellant. (Testimony; Ex. 5, p. 11). In the letter, the appellant wrote that she wanted the coverage stopped because she had health insurance through her employer and had communicated this to MassHealth several times. (Id.). The Premium Billing Unit deemed the note insufficient to cancel the spouse's MassHealth coverage. (Testimony). The Premium Billing representative stated, first, the appellant did not clearly indicate that she was seeking to cancel her spouse's coverage. (Testimony). The Premium Billing representative then stated that even if the appellant had clearly stated that she wanted to cancel her spouse's coverage, she did not have the authority to do so because her spouse was an adult and only he had the authority to cancel the coverage. (Testimony). The fact that the appellant was the head of household was not sufficient to give her the authority. (Testimony). The Premium Billing representative stated that the Unit was not able to connect with the appellant's spouse. (Testimony). For that reason, the Premium Billing Unit continued to send bills until the coverage was properly cancelled in September 2023. (Testimony).

The appellant testified that in September 2022 she left her previous job for a new job. (Testimony). This meant that she and her spouse would be without health insurance for 60 days until her new employer's health insurance became effective. (Testimony). The appellant's spouse has congestive heart failure and needed medical coverage to pay for his medications. (Testimony). For that reason, the appellant applied for MassHealth on her spouse's behalf in September 2022. (Testimony). Upon obtaining insurance through her new employer, however, the appellant

¹ The Premium Billing representative actually stated here that \$144 was intercepted. The notice clearly states that the intercepted refund was applied to \$159 of debt, with an additional fee of \$10 fee added for a total of \$169. (See Ex. 1, p. 2).

promptly requested that MassHealth cancel her spouse's MassHealth benefits.² (Testimony). Despite this, MassHealth began to bill them for premiums. (Testimony; Ex. 4, pp. 2, 4, 7, 9-10, 13, 15). The appellant testified that none of the premium bills ever arrived in the spouse's name; they were consistently addressed to the appellant. (Testimony). The appellant made repeated calls asking MassHealth to cancel her spouse's coverage. (Testimony). The appellant thought that as the head of household she had the authority to request cancellation of her spouse's coverage and no one at MassHealth told her that she should have the spouse contact them. (Testimony).

The appellant stated that even after her spouse cancelled his coverage in September, she continued to receive bills for premiums. (Testimony; Ex. 4, pp. 2, 10, 13, 15). The appellant even received one further bill in March 2024, after MassHealth intercepted her taxes. (Testimony; Ex. 4, p. 4). The appellant expressed her frustration, emphasizing again that she had made numerous attempts to cancel the coverage. (Testimony).

The Premium Billing representative explained that MassHealth continued sending the bills even after the spouse cancelled his coverage because there were still outstanding premiums that were owed at that time. (Testimony). The Premium Billing representative stated that as of the date of the hearing, the premium for September 2023 remained outstanding. (Testimony). The Premium Billing representative stated that \$144 was intercepted from the appellant's tax return. The notice states that the intercepted refund was applied to \$159 of debt, with an additional fee of \$10 fee added for a total of \$169. (See Ex. 1, p. 2).

Findings of Fact

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

1. The appellant lives in a household of two, consisting of herself and her spouse. (Testimoy).
2. The appellant and her spouse are both tax filers and file their taxes separately. (Testimony).
3. The appellant's spouse applied for MassHealth CommonHealth in September 2022. (Testimony).
4. On February 27, 2023, MassHealth approved the appellant's spouse for CommonHealth starting on December 26, 2022, with a monthly premium of \$48. (Testimony; Ex. 5, pp. 7-9).
5. MassHealth did not bill the appellant for the CommonHealth premiums due to the Covid

² The appellant did produce screen shots that may show this, though, unfortunately, it was difficult to fully discern anything because the screen shot was highly zoomed in, and the content was spread between three pages. (Ex. 4, pp. 17-20).

PHE protections.

6. MassHealth sent the appellant a premium bill in June 2023 and proceeded to issue bills in July, August, and September 2023. (Testimony).
7. The premium bills were each addressed solely to the appellant as the head of household. (Testimony; Ex. 4, pp. 2, 4, 7, 9-10, 13, 15; Ex. 5, p. 11).
8. On July 20, 2023, the Premium Billing Unit received a letter from the appellant stating that she wanted the coverage stopped because she had health insurance through her employer and that she had communicated this to MassHealth several times. (Testimony; Ex. 5, pp. 10 - 11).
9. On August 8, 2023, MassHealth sent the appellant a notice informing her the premium was 60 days overdue.
10. MassHealth did not cancel the appellant's spouse's coverage until September 20, 2023. (Testimony; Ex. 5, p. 5).
11. MassHealth did not receive any premium payments from the appellant or her spouse. (Testimony).
12. On October 10, 2023, November 8, 2023, and December 8, 2023 and March 8, 2024, MassHealth sent the appellant notices informing her that her premium was 120 days overdue:
13. On February 8, 2024, DOR informed appellant that \$169.00 of her state tax refund would be transferred to MassHealth as a result of state tax refund intercept. (Testimony; Ex. 1, pp. 2-3).

Analysis and Conclusions of Law

MassHealth notified the appellant's spouse that he was eligible for MassHealth CommonHealth with a monthly premium of \$48.00 on February 27, 2023. Due to the Covid 19 Public Health Emergency protection, MassHealth did not bill the appellant for this premium. The Covid PHE ended on April 1, 2023 and MassHealth was required to send notice to all members for whom an adverse action was taken after the protections lifted. There was no evidence that MassHealth sent any notice to the appellant for the adverse action it was taking, namely the premium charge, after the PHE protections lifted. Further, the appellant has employer sponsored health insurance and thus MassHealth should have made a determination of eligibility for Premium Assistance, which would have reduced the CommonHealth premium. MassHealth did not do this.

MassHealth began billing the appellant in June, 2023. On July 20, 2023, the appellant sent a

letter to MassHealth requesting the coverage be terminated. This was done after the appellant made many calls to MassHealth requesting the coverage be terminated. Premium Billing was billing the appellant as head of household and should have accepted her request to terminate coverage and stopped billing her. Also MassHealth is supposed to terminate coverage within 60 days if a member fails to pay a premium bill³. That was not done in this case. I determine that the appellant did everything she could to terminate the CommonHealth coverage and stop the billing of premiums, since her spouse no longer needed the coverage and obviously would not want to pay premiums for unnecessary coverage. The appellant made multiple requests within 60 days of receiving notice of the premiums after the PHE lifted. MassHealth should've terminated the CommonHealth coverage by July 20, 2023 at the latest. The appellant is not responsible for premiums billed for June, July, August, and September, 2023.

For the above reasons, the appeal is APPROVED.

Order for MassHealth

Adjust the appellant's premium bills to \$0; reimburse the appellant the total amount intercepted from her taxes, \$169.00.

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.

Scott Bernard
Hearing Officer
Board of Hearings

cc:

Justine Ferreira, Taunton MassHealth Enrollment Center, 21 Spring St., Ste. 4, Taunton, MA

³ (D) Delinquent Premium Payments. (1) Termination for Delinquent Premium Payments. 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. The member will be sent a notice of termination before the date of termination. (130 CMR 506.011(D)(1)).

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