

# Office of Medicaid BOARD OF HEARINGS

**Appellant Name and Address:**



**Appeal Decision:** Approved in Part;  
Denied in Part

**Appeal Number:** 2403679

**Decision Date:** 6/4/2024

**Hearing Date:** 04/25/2024

**Hearing Officer:** Rebecca Brochstein,  
BOH Deputy Director

**Appearances for Appellant:**



**Appearances for MassHealth:**

Jeffrey Arnold, Quincy MEC

Carmen Fabery, Premium Billing



*Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Office of Medicaid  
Board of Hearings  
100 Hancock Street  
Quincy, MA 02171*

## APPEAL DECISION

<b>Appeal Decision:</b>	Approved in Part; Denied in Part	<b>Issue:</b>	Premium Billing; Community Eligibility (Under 65)
<b>Decision Date:</b>	6/4/2024	<b>Hearing Date:</b>	04/25/2024
<b>MassHealth Reps.:</b>	Jeffrey Arnold Carmen Fabery	<b>Appellant's Rep.:</b>	Pro Se
<b>Hearing Location:</b>	Quincy MassHealth Enrollment Center (Videoconference)	<b>Aid Pending:</b>	No

### Authority

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

### Jurisdiction

Through a notice dated January 26, 2024, MassHealth informed the appellant that she had been approved for MassHealth CommonHealth effective December 11, 2023, with a monthly premium of \$120 beginning in February 2024 (Exhibit 1). The appellant filed this appeal in a timely manner on March 11, 2024 (130 CMR 610.015(B); Exhibit 3). Determination of a coverage start date and calculation of a premium are valid bases for appeal (130 CMR 610.032).

### Action Taken by MassHealth

MassHealth approved the appellant for MassHealth CommonHealth coverage effective December 11, 2023, with a monthly premium of \$120.

### Issue

The appeal issue is whether MassHealth correctly determined the appellant's eligibility for benefits.

## **Summary of Evidence**

MassHealth was represented at hearing by a caseworker from the Quincy MassHealth Enrollment Center and a representative from the Premium Billing Unit. They testified that the appellant has a household of one and is disabled. She was found eligible for MassHealth CommonHealth in June 2023 and was assessed a premium of \$80 per month starting July 2023. She paid her premiums for July and August 2023, but did not pay for the months of September, October, or November 2023. On November 22, 2023, MassHealth notified her that her benefits would be terminated for failure to pay these premiums. The appellant subsequently requested and was approved for a 15-month payment plan, and, through a notice dated December 21, 2023, MassHealth reopened her case as of December 11, 2023.<sup>1</sup> On January 26, 2024, MassHealth redetermined her eligibility and found she had income at 302% of the federal poverty level, which resulted in an increased premium of \$120 per month beginning in February 2024. The Premium Billing representative testified that the appellant's monthly payments now consist of the \$120 for her current premium, plus \$16 for the arrears pursuant to the payment plan. She stated that the appellant is current with her payments and has not incurred any fees.

The appellant appeared at the hearing by videoconference. She argued that her coverage should not have been terminated for nonpayment because she did not properly receive her premium bills for the months at issue. She testified that she called MassHealth to update her address but that the agency did not enter the new information into its system. She stated that because of MassHealth's action to terminate her coverage, she suffered from stress and lost her behavioral health therapist. The appellant testified that she was "coerced" into accepting the Premium Billing payment plan and argued that she should not have to pay the premiums covered by it because of MassHealth's failure to send the premium notices to her updated address or to contact her by telephone. She argued that she is entitled to either reimbursement or credit for the \$16 payments she has made under the payment plan. The appellant stated that she does not dispute MassHealth's determination of her income or the base premium calculation of \$120 per month.

## **Findings of Fact**

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

1. The appellant is a MassHealth member who is under the age of 65. She has a household of one and is disabled.
2. The appellant was approved for MassHealth CommonHealth in June 2023 and was assessed a premium of \$80 per month effective July 2023.
3. The appellant paid her premiums for July and August 2023, but did not pay for the months of September, October, or November 2023.

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<sup>1</sup> A printout of the appellant's eligibility history indicates that her coverage ended on December 6 and reopened on December 11, 2023. See Exhibit 5.

4. On November 22, 2023, MassHealth notified the appellant that her benefits would be terminated for failure to pay those premiums. MassHealth terminated the appellant's benefits on December 6, 2023.
5. The appellant subsequently entered into a 15-month payment plan with MassHealth's Premium Billing Unit to pay the unpaid premiums at a rate of \$16 per month. On December 21, 2023, MassHealth approved the appellant for CommonHealth coverage and reinstated her benefits as of December 11, 2023.
6. On January 26, 2024, MassHealth redetermined the appellant's eligibility and determined her income was at 302% of the federal poverty level for her household size. It calculated her new premium at \$120 per month, in addition to the \$16 per month that she was required to pay pursuant to the payment plan.
7. On March 11, 2024, the appellant filed a timely appeal.
8. The appellant is current with her payments and has not incurred any fees.

### **Analysis and Conclusions of Law**

Under 130 CMR 506.011, the MassHealth agency may charge a monthly premium to MassHealth Standard, CommonHealth or Family Assistance members who have income above 150% of the federal poverty level (FPL). The MassHealth agency may charge a monthly premium to members of the Children's Medical Security Plan (CMSP) who have incomes at or above 200% of the FPL. MassHealth and CMSP premiums amounts are calculated based on a member's household modified adjusted gross income (MAGI) and their household size as described in 130 CMR 506.002 and 130 CMR 506.003 and the premium billing family group (PBF) rules as described in 130 CMR 506.011(A). Certain members are exempt from paying premiums, in accordance with 130 CMR 506.011(J).

For adults with income above 150% of the federal poverty level, MassHealth CommonHealth premiums are calculated as follows:

<b>Base Premium</b>	<b>Additional Premium Cost</b>	<b>Range of Monthly Premium Cost</b>
Above 150% FPL—start at \$15	Add \$5 for each additional 10% FPL until 200% FPL	\$15 - \$35
Above 200% FPL—start at \$40	Add \$8 for each additional 10% FPL until 400% FPL	\$40 - \$192
Above 400% FPL—start at \$202	Add \$10 for each additional 10% FPL until 600% FPL	\$202 - \$392
Above 600% FPL—start	Add \$12 for each additional 10% FPL	\$404 - \$632

at \$404	until 800% FPL	
Above 800% FPL—start at \$646	Add \$14 for each additional 10% FPL until 1000%	\$646 - \$912
Above 1000% FPL—start at \$928	Add \$16 for each additional 10% FPL	\$928 + greater

130 CMR 506.011(B)(2)(b).

The MassHealth action at issue in this case is its January 26, 2024, approval of the appellant's MassHealth CommonHealth coverage with a monthly premium of \$120. As the appellant's income was verified at 302% of the federal poverty level, her premium was calculated in accordance with the chart above. MassHealth started with a base premium of \$40 and added \$8 for each additional 10% that the appellant's income exceeds 200% of the FPL—in the appellant's case, this was ten increments of 10%, or an additional \$80, resulting in a total premium of \$120. MassHealth's assessment of the \$120 monthly premium was therefore correct.

Though the appellant does not dispute MassHealth's calculation of her current CommonHealth premium, she takes issue with the \$16 additional payment that she must make toward her past unpaid premiums (for September through November of 2023). She entered into this arrangement with MassHealth after her benefits were terminated for nonpayment in December 2023, allowing for the reinstatement of her MassHealth coverage. She now argues that MassHealth should never have terminated her coverage, as the premium bills and the notice of termination were mailed to her former address even after she contacted the agency to provide new contact information. She maintains that due to this error, she should not be responsible for the \$16 additional monthly payment.<sup>2</sup>

The MassHealth regulations governing terminations for delinquent premium payments are found at 130 CMR 506.011(D), as follows:

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

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<sup>2</sup> As a preliminary matter, it is necessary to determine whether the current appeal is timely as to the termination notice of November 22, 2023. The appellant filed this appeal on March 11, 2024. Under 130 CMR 610.015(B)(1), a hearing request must be filed within 60 days after an applicant or member receives written notice from the MassHealth agency of the intended action. However, the time frame is extended to 120 days of the date of MassHealth agency action when the MassHealth agency fails to send written notice of the action. See 130 CMR 610.015(B)(2)(c). The November 22 notice bears the appellant's former address, and I credit the appellant's testimony that she contacted MassHealth prior to this time to report her new address. As MassHealth failed to send the termination notice to the appellant's new address, the 120-day time limit applies; this means the appeal deadline for the notice of November 22, 2023, was March 21, 2024. Accordingly, the appellant's March 11 appeal is timely as to the termination notice.

termination before the date of termination. The member's eligibility will not be terminated if, before the date of termination, the member:

- (a) pays all delinquent amounts that have been billed;
- (b) establishes a payment plan and agrees to pay the current premium being assessed and the payment-plan-arrangement amount;
- (c) is eligible for a nonpremium coverage type;
- (d) is eligible for a MassHealth coverage type that requires a premium payment and the delinquent balance is from a CMSP benefit; or
- (e) requests a waiver of past-due premiums as described in 130 CMR 506.011(G).

Under 130 CMR 506.011(E), if coverage has already terminated, MassHealth will reactivate coverage after the member has paid in full all payments due, has established a payment plan with MassHealth, or has been granted a waiver of past-due balance as described in 130 CMR 506.011(G).

Here, MassHealth terminated the appellant's coverage because she did not pay her CommonHealth premium for three months, and did not pay the delinquent amounts, set up a payment plan, or meet any of the other conditions at 130 CMR 506.011(D) before the termination on December 6, 2023. She did set up a payment plan later that month, after the termination, leading MassHealth to reapprove her case and reactivate her coverage effective December 11, 2023.<sup>3</sup> See 130 CMR 506.011(E). However, because MassHealth failed to send the termination notice to the appellant's updated address, the appellant was unaware of the imminent termination and did not have an opportunity to pay her past-due premiums or seek a payment plan before the termination date. As such, the appellant is entitled to reinstatement of her coverage retroactive to the termination date of December 6, 2023, through the reactivation date of December 11, 2023.

However, the appellant's argument concerning her repayment obligation under the payment plan is unavailing. The \$16 monthly payment is applied toward the premiums she owed, and did not pay, for the months of September, October, and November 2023. MassHealth's apparent failure to timely update her address in the system does not relieve her of the obligation to pay for her MassHealth coverage during that time. The appellant has not pointed to anything in the MassHealth regulations that warrants a different result.

For the reasons set forth above, this appeal is approved in part and denied in part.

### **Order for MassHealth**

Reinstate the appellant's MassHealth CommonHealth coverage for the period of December 6 through 11, 2023.

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<sup>3</sup> The new approval notice is dated December 21, 2023, and the coverage effective date was ten days prior, December 11, 2023, pursuant to 130 CMR 502.006.

### **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.

### **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.

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Rebecca Brochstein  
Deputy Director  
Board of Hearings

cc: Quincy MEC  
MassHealth Premium Billing