

**Office of Medicaid
BOARD OF HEARINGS**

Appellant Name and Address:



Appeal Decision:	Approved	Appeal Number:	2403776
Decision Date:	6/3/2024	Hearing Date:	April 29, 2024
Hearing Officer:	Brook Padgett		

Appellant Representative:

Pro se

MassHealth Representatives:

Liz Nickoson, Taunton MEC
Karishma Raja, Premium Billing



*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:	130 CMR 506.011 Premium Billing Tax Intercept
Decision Date:	6/3/2024	Hearing Date:	April 29, 2024
MassHealth Reps.:	L. Nickoson K. Raja	Appellant Rep.:	Pro se
Hearing Location:	Taunton MEC (Video)	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

The appellant received a Notice of Refund Applied to Debt or Transferred dated February 29, 2024 stating MassHealth through the Department of Revenue (DOR) intercepted a total of \$614.00 from the appellant's state tax refund (\$604.00 + \$10.00 processing fee) because MassHealth determined the appellant owed past due premiums for MassHealth coverage. (Exhibit 1). The appellant appealed this notice timely on March 11, 2024. (130 CMR 610.015(B); Exhibit 2). The interception of tax returns is valid grounds for appeal. (130 CMR 610.032).

Action Taken by MassHealth

MassHealth, through DOR, intercepted a total of \$614.00 from the appellant's state tax refund.

Issue

Does the appellant owe past due CommonHealth premiums.

Summary of Evidence

The MassHealth representatives and the appellant's authorized representative appeared via video conferencing. The MassHealth representative, from the Taunton MassHealth Enrollment Center, testified that on September 20, 2019 the appellant's child was approved for MassHealth CommonHealth. At the time the household had verified income of \$10,118.20 a month which was 387.16% of the federal poverty level (FPL) for the household size so as a result the appellant was assessed a premium of \$183.40. This coverage ended March 2022. On January 31, 2023 the appellant was approved by auto-renewal for CommonHealth coverage with a premium of \$162.40. Due to the COVID emergency the appellant was not billed a premium until after March 31, 2023 when the COVID protection ended.

The representative from Premium Billing testified that in January 2023 the appellant's child was approved for MassHealth CommonHealth with a \$162.40 a month premium. The representative stated the appellant was not invoiced for the coverage until June 2023 and then was sent a premium bill each month until October 05, 2023 when coverage was terminated for lack of payment. The representative stated appellant is responsible for the unpaid premiums of \$162.40 for June, July, August and September 2023 for a total of \$649.60. The Commonwealth intercepted the appellant's tax return of \$598.00 to satisfy the arrearage and the appellant has a remaining outstanding balance of \$60.60. (Testimony).

The appellant's representative testified that his daughter was born in 2015 and in 2017 was diagnosed with a disability (autism). At the time of the diagnosis the appellant was insured with ETNA. ETNA did not provide any coverage or services for his daughter so he applied for MassHealth. After a year or so, his company changed insurance to Blue Cross/Blue Shield (BC/BS) which did cover his daughter's needs and he contacted MassHealth to cancel her coverage. The appellant acknowledged that the household did receive the MassHealth correspondence during the summer of 2023, however he assumed they were solicitations as it had been quite a while since they were receiving, requesting or needing MassHealth. Finally, in July or August he opened a letter and found that he was being billed for premiums so he contacted MassHealth to cancel as he never requested MassHealth coverage. The representative stated that if he used MassHealth he would agree to the intercept, but he was renewed for MassHealth coverage without his consent.

Premium Billing responded that she was unable to determine if the appellant used the MassHealth coverage.

Findings of Fact

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

1. The appellant was approved for MassHealth CommonHealth on September 20, 2019, as a disabled child with a premium of \$183.40. (Testimony).

2. The appellant's CommonHealth coverage ended March 2022. (Testimony).
3. On January 31, 2023 MassHealth auto-renewed the appellant's eligibility and approved the appellant for CommonHealth coverage with a premium of \$162.40. (Exhibit 4 and testimony).
4. Due to COVID emergency the appellant was not billed a premium until after the COVID protection was lifted on March 31, 2023. (Exhibit 4 and testimony).
5. In June 2023, MassHealth began sending the appellant a premium bill of \$162.40 for the MassHealth CommonHealth coverage. (Exhibit 4 and testimony).
6. The appellant was sent a premium bill for \$162.40 in the months of June, July, August and September 2023. (Exhibit 4 and testimony).
7. The appellant failed to pay his \$162.40 premium for the months of June, July, August and September 2023 for a total arrearage of \$649.60. (Exhibit 1).
8. MassHealth terminated CommonHealth coverage on October 05, 2023 for failure to pay the premium. (Exhibit 4 and testimony).
9. The Commonwealth intercepted the appellant's tax return of \$614.00 to satisfy the arrearage and there remains an outstanding balance of \$60.60. (Exhibit 4 and testimony).

Analysis and Conclusions of Law

The appellant's CommonHealth coverage ended in March, 2022. Almost a year later, in January 2023 MassHealth automatically redetermined the appellant for CommonHealth coverage and assessed a premium of \$162.40. While the evidence indicates MassHealth sent the appellant notice of this auto-renewal on January 31, 2023, they did not began sending premium bills to the appellant until June 2023, 6 months later. The appellant's representative credibly testified that he was unaware the coverage was reinstated in January as he did not open or read the notice or the subsequent premium bills thinking the envelopes contained solicitations. The appellant believed the MassHealth notices and bills were junk mail as he had not recently applied for MassHealth benefits and he cancelled the child's MassHealth coverage in early 2022 when he enrolled in a Blue Cross/Blue Shield plan that met his family's needs.¹

At the beginning of the COVID-19 public health emergency (PHE), the federal government issued continuous coverage requirements. Beginning March 2020, MassHealth put protections in place

¹ It is further noted that 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, or August 01, 2023, rather than continue to bill for the months of August and September.

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 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 (or take “adverse action”) until a complete annual renewal or review is performed.²

While MassHealth did not close or downgrade the appellant's coverage, MassHealth did assess and begin billing the appellant a premium. This can reasonably be considered an adverse action and requires a complete annual renewal or review to be performed before the action can be taken.

I find the Appellant is not responsible for the assessed premiums of June, July, August and September 2023 as the premium bills were the result of an unsolicited 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 June, July, August and September 2023 and refund all funds transferred from the appellant's state tax refund including any processing fees (\$614.00).

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

Brook Padgett
Hearing Officer
Board of Hearings

cc: MassHealth representative: Taunton MEC and Premium Billing

² Eligibility Operations Memorandum 23-18 MassHealth Policy Updates to Support Return to Normal Business Operations (April 01, 2023 – March 31, 2024).

