

**Office of Medicaid
BOARD OF HEARINGS**

Appellant Name and Address:



Appeal Decision:	Approved	Appeal Number:	2403911
Decision Date:	6/11/2024	Hearing Date:	May 23, 2024
Hearing Officer:	Brook Padgett		

Appellant Representative:

Pro se

MassHealth Representatives:

Lis Duffney, Springfield 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 501.012 Premium Billing Tax Intercept
Decision Date:	6/11/2024	Hearing Date:	May 23, 2024
MassHealth Reps.:	L. Duffney K. Raja	Appellant Rep.:	Pro se
Hearing Location:	Springfield MEC (Telephonic)	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 March 05, 2024 stating MassHealth through the Department of Revenue (DOR) intercepted a total of \$1,588.00 from the appellant's state tax refund (\$1,578.00 + \$10.00 processing fee) because MassHealth determined the appellant owed past due premiums for MassHealth coverage. (Exhibit 1). The appellant appealed the notice timely on March 14, 2024. (130 CMR 610.015(B); Exhibit 2). The interception of tax returns is valid grounds for appeal. (130 CMR 610.032). Through a notice dated March 14, 2024, the Board of Hearings (BOH) requested that the appellant sign an appeal request form. (Exhibit 6). The appellant returned the signed appeal request to BOH on March 20, 2024. (Exhibit 7). The hearing was originally scheduled for April 22, 2024, but had to be rescheduled to allow for a representative from MassHealth's Premium Billing unit to be present. (Exhibits 8, 9).

Action Taken by MassHealth

MassHealth, through DOR, intercepted a total of \$1,588.00 from the appellant's state tax refund.

Issue

Does the appellant owe past due CommonHealth premiums.

Summary of Evidence

The MassHealth representative testified that the appellant was previously determined eligible for Health Connector Plan Type 3A until February 02, 2023, when the appellant was found eligible for MassHealth CommonHealth with a premium of \$1,072.00 (the appellant had a federal poverty level (FPL) of \$1,093.06%). The representative stated the appellant had submitted a disability supplement for review in 2019 and recently a Disability Determination Unit (DDU) special project transferred disability cases from MA-21 to the Health Connector. As a result of this batch redetermination the appellant was approved for CommonHealth. MassHealth indicated that at the time there was no other health insurance listed although current notes state the appellant did have other health insurance so the premium should have been \$857.60 as MassHealth is the secondary insurer.

The representative from Premium Billing testified that the appellant was approved for MassHealth CommonHealth coverage on February 02, 2023 with a monthly premium of \$1,072.00. Due to the Covid 19 public health emergency (PHE) protections, the appellant did not receive an invoice for coverage until she was billed in June and July 2023. The appellant called on July 21, 2023 to voluntarily withdraw coverage, but Premium Billing determined the request was outside of the 90 day timeframe in which to cancel coverage, so the appellant is responsible for the unpaid premiums of \$2,144.00 (\$1,072.00 June + \$1,072.00 July). The Commonwealth intercepted the appellant's tax return of \$1,588.00 of which \$1,563.00 was credited to the appellant's unpaid premium bill. The appellant continues to have a remaining outstanding balance of \$581.00. Premium Billing stated they would recalculate the premium arrearage based on a \$857.60 premium rather than the \$1,072.00.

The appellant testified that she has never been on CommonHealth and has never had a disability. The appellant stated when she started working for the town of [REDACTED] in February 2023 she signed up for health insurance and contacted MassHealth to cancel her coverage. Sometime later she received a premium bill and again contacted MassHealth to say she did not want or need MassHealth. The appellant stated she contacted MassHealth for the third time when she received her second bill again to tell them to cancel her MassHealth.

MassHealth responded that an incomplete disability supplement was submitted on February 06, 2019. On April 19, 2019 the supplement was updated but the appellant was not approved for CommonHealth because she had Buy-In coverage at the time. There was no other activity regarding the appellant's eligibility until the batch work around in February 2023 when the appellant determine eligible for MassHealth CommonHealth.

Findings of Fact

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

1. Prior to February 02, 2023, the appellant was eligible for Health Connector Plan Type 3A. (Testimony).
2. The appellant submitted an incomplete disability supplement on February 06, 2019, and on April 19, 2019 the supplement was updated but the appellant was not approved for CommonHealth because she had Buy-In coverage at the time. (Testimony).
3. The appellant submitted nothing further and there was no other activity regarding the appellant's eligibility until MassHealth processed a batch of old cases in a work around in February 2023.
4. On February 23, 2023, a batch redetermination approved the appellant for MassHealth CommonHealth with a premium of \$1,072.00. (Testimony).
5. MassHealth sent the appellant premium bills for \$1,072.00 for the months of June and July 2023. (Exhibit 4 and testimony). (Exhibit 4).
6. The appellant failed to pay her \$1,072.00 premium for the months of June and July 2023 for an arrearage of \$2,144.00. (Exhibit 1 and testimony). (Exhibit 1).
7. The appellant called three times to cancel her MassHealth CommonHealth coverage and MassHealth terminated coverage on July 21, 2023. (Exhibit 4 and testimony).
8. The Commonwealth intercepted \$1,588.00 of the appellant's tax return to satisfy the arrearage. (Exhibit 1).
9. The appellant has an outstanding balance of \$581.00. (Exhibit 4 and testimony).

Analysis and Conclusions of Law

A DDU special project approved the appellant for MassHealth CommonHealth coverage beginning February 23, 2023 with a premium of \$1,072.00. Due to the Covid PHE protections in place at that time, the appellant did not receive an invoice for coverage until June 2023. MassHealth invoiced the appellant for CommonHealth coverage for the months of June and July 2023. The appellant testified that she has never had a disability and did not want CommonHealth coverage and contacted MassHealth on three occasions to cancel coverage.

This matter rests on a determination of credibility as to whether appellant did or did not contact

MassHealth to cancel her CommonHealth. I find the appellant to be credible. The appellant testified that when she became employed in February 2023 she contacted MassHealth to cancel her coverage. The appellant testified she contacted MassHealth again when she received her first bill four months later. The appellant contacted MassHealth for the third time in July after receiving her second bill. The appellant's testimony is supported by MassHealth acknowledgment of system notes which indicate MassHealth had miscalculated the appellant's premium when they failed to consider the appellant had primary insurance and MassHealth was the appellant's secondary insurer. This corresponds with the appellant testimony that she contacted MassHealth at the time she secured employment. Since MassHealth is willing to recalculate the past premiums, they are accepting the information was in the system at the time the premium was originally calculated in February and at the same time the appellant stated she called to cancel her coverage.

At the beginning of the COVID PHE, the federal government issued continuous coverage requirements. Beginning March 2020, MassHealth 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 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.¹

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 action can be taken. It is also concerning that the appellant has other private health insurance and MassHealth did not do a review of eligibility for MassHealth Premium Assistance as is required by regulation.

Further, if the member contacts the MassHealth agency by telephone, in writing, or online and requests a voluntary withdrawal within 60 calendar days from the date of the eligibility notice and premium notification, MassHealth premiums are waived. (130 CMR 506.011(C)(5)). The Premium Billing representative testified that MassHealth currently allows 90 days for members to terminate their coverage. The appellant called to terminate the coverage at the time she received the notice in February, 2023 and twice again after receiving the first bill.

I find the appellant is not responsible for the assessed premium bills for June and July 2023 as she contacted MassHealth to cancel her coverage within the required time period.

For the above reasons, this appeal is APPROVED.

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

Order for MassHealth

Rescind the appellant's premiums assessed for June and July 2023 and refund all funds transferred from the appellant's state tax refund including any processing fees (\$1,588.00).²

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: Premium Billing, Quincy MEC

² The recoupment notice states a \$10.00 fee was taken from the \$1,588.00 tax intercept so that \$1,578.00 was used to satisfy the outstanding debt. Premium Billing testified MassHealth received only \$1,563.00 from DOR to deduct from the appellant's debt of \$2,144.00 leaving a \$581.00 balance. Based on the notice, \$1,578.00 of the tax refund should have gone to the debt so the appellant would have a balance of \$566.00 not \$581.00. While the notice does state "a processing fee of up to \$25.00 may be deducted from your refund" it appears individuals who are subject to Premium Billing tax refund recoupment by DOR are unknowingly paying a \$25.00 fee despite the notice stating that only a \$10.00 fee is being deducted.