

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Denied	Appeal Number:	2406149
Decision Date:	6/7/2024	Hearing Date:	05/28/2024
Hearing Officer:	Sharon Dehmand		

Appearance for Appellant:
Pro se

Appearance for MassHealth:
Kaila Keddle, Tewksbury EMC
Carmen Fabery, Premium Billing



*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:	Premium Billing; Tax Intercept
Decision Date:	6/7/2024	Hearing Date:	05/28/2024
MassHealth's Rep.:	Kaila Keddie Carmen Fabery	Appellant's Rep.:	Pro se
Hearing Location:	Remote		

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 April 8, 2024, the appellant was notified by Massachusetts Department of Revenue (DOR) that \$577.00 of his state tax refund was applied to his unpaid debt due to the Executive Office of Health and Human Services. See 130 CMR 501.012 and Exhibit 1. The appellant filed this appeal in a timely manner on April 16, 2024. See 130 CMR 610.015(B) and Exhibit 2. The interception of a state tax refund to satisfy a debt is a valid ground for appeal before the Board of Hearings. See G.L. c. 62D, §6; 130 CMR 610.032(A)(4).

Action Taken by MassHealth

MassHealth, through DOR, intercepted \$577.00 from the appellant's state tax refund to satisfy an outstanding debt for unpaid premiums.

Issue

Whether MassHealth was correct in intercepting the appellant's state tax refund.

Summary of Evidence

All parties participated telephonically. MassHealth was represented by a worker from the Tewksbury MassHealth Enrollment Center and a worker from the Premium Billing Unit (PBU). The appellant appeared pro se and verified his identity. The following is a summary of the testimonies and evidence provided at the hearing:

The MassHealth representative testified that the appellant was notified by a notice on June 6, 2023, that his initial application for MassHealth benefits was approved. The appellant was approved for MassHealth CommonHealth beginning May 27, 2023, with a premium of \$148.40 each month. The notice stated that the appellant will get a bill in July 2023 for \$148.40. The appellant was billed for five months (July through November). The appellant neither made payments nor canceled his coverage. On November 1, 2023, MassHealth issued a notice canceling coverage due to past due premiums. Coverage ended on November 15, 2023. On April 5, 2024, the appellant voluntarily withdrew from the coverage.

The PBU representative corroborated the MassHealth representative's testimony and added that the bills were mailed out every month for five months to the appellant's home address. On April 8, 2024, the DOR intercepted \$577.00 from appellant's state tax refund (\$552.00+25.00 processing fee) to partially satisfy the debt to MassHealth. The appellant still has an outstanding balance of \$190.00.

The appellant testified that he has Medicare as his primary health insurance and Tufts Health Plan as his secondary insurance. He stated that he did not intend to apply for MassHealth, but only intended to shop for prices. He said that he called MassHealth when he received the approval notice in June 2023, but no one gave him a straight answer. The appellant admitted that it is difficult for him to keep up with the mail and he only takes care of bills on his computer. He stated that he called MassHealth in October 2023, but again he did not receive a straight answer. He said that he was transferred to multiple people and left the call confused.

Both the MassHealth representative and the PBU representative were able to confirm that the appellant called MassHealth in October 2023. The notes from that call reflected that the appellant called MassHealth inquiring about his premium bills. He was advised regarding his MassHealth CommonHealth coverage by a MassHealth worker and then transferred to PBU to discuss his bill. The PBU call notes reflected that the appellant spoke with that unit regarding his monthly bill and then he was transferred to customer service to ask other questions. None of the notes from that call reflected that the appellant requested to cancel his coverage.

Findings of Fact

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

1. On June 6, 2023, the appellant was approved for MassHealth CommonHealth beginning May 27, 2023, with a premium of \$148.40 each month. (Testimony and Exhibit 6).
2. The approval notice stated that the “appellant will get a bill for \$148.40 each month starting in July, 2023.” If the appellant did not want to pay the premium, he “must tell [MassHealth] to cancel [his] benefits within 60 days from the date” of the notification. (Testimony and Exhibit 6).
3. The first premium bill for \$148.40 was issued in July 2023. The appellant did not pay the premium. (Testimony).
4. MassHealth issued four additional premium bills for the months of August 2023 through November 2023. Five months of premium bills were issued totaling \$742.00. (Testimony and Exhibit 5).
5. The bills were sent to the appellant’s correct address. (Testimony).
6. On November 1, 2023, MassHealth issued a notice canceling coverage due to past due premiums. (Testimony and Exhibit 6).
7. Coverage ended on November 15, 2023. (Testimony and Exhibit 6).
8. On April 8, 2024, the DOR intercepted \$577.00 from appellant’s state tax refund (\$552.00+25.00 processing fee) to partially satisfy the debt to MassHealth. (Testimony and Exhibit 1).
9. The appellant filed this appeal in a timely manner on April 16, 2024. (Exhibit 2).
10. The appellant still has an outstanding balance of \$190.00. (Testimony).
11. The appellant called MassHealth in October 2023, to inquire about his premium billing but did not cancel his coverage. (Testimony).
12. On April 5, 2024, the appellant voluntarily withdrew from coverage. (Testimony and Exhibit 6).

Analysis and Conclusions of Law

Pursuant to 130 CMR 506.011(C)(1), with the exception of persons described in 130 CMR

505.004(C), MassHealth members who are assessed a premium are responsible for monthly premium payments beginning with the calendar month following the date of the MassHealth agency's eligibility determination.

Here, the appellant was notified by a notice on June 6, 2023, that his initial application for MassHealth benefits was approved. The appellant was approved for MassHealth CommonHealth beginning May 27, 2023, with a premium of \$148.40 each month. (Exhibit 6). Based on this evidence, the appellant was properly notified of the premium and did not appeal this notice.

MassHealth will waive the premiums if the member contacts MassHealth 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. See 130 CMR 506.011(C)(5). If premiums are not paid within 60 days, coverage is terminated. See 130 CMR 506.011(D)(1).

Here, the appellant was billed for five months (July through November), but neither made any payments nor canceled his coverage. (Exhibit 5). The appellant confirmed his address, did not dispute the calculation of his monthly premium, but admitted that it is hard for him to keep up with the mail. He stated that he called MassHealth in October 2023, but after being transferred a few times, he was left confused. The notes from that telephone call in October 2023, confirmed the call but also reflected that the appellant was advised regarding his MassHealth CommonHealth coverage by a MassHealth worker and then transferred to PBU to discuss his bill. The PBU call notes reflected that the appellant spoke with that unit regarding his monthly bill and then he was transferred to customer service for other questions. None of the notes from that call reflected that the appellant requested to cancel his coverage. MassHealth then properly canceled the appellant's coverage through a notice dated November 1, 2023, for non-payment of premiums. (Exhibit 6).

MassHealth may refer a member who is 150 days or more in arrears to the State Intercept Program (SIP) in compliance with 815 CMR 9.00.¹ See also G. L. c. 7A; G.L. c. 62D; 130 CMR 506.011(D)(3). Members will not be referred to SIP for collection of a past due balance if they have and are currently paying on the payment-plan arrangement that was approved by MassHealth. See 130 CMR 506.011(D)(3).

The appellant suggested that the tax intercept was improper because he was unaware of his MassHealth coverage and ultimately did not use the benefits. However, the approval notice on June 6, 2023, clearly sets forth the premium amount, the consequences for failure to pay, and the requirement for cancellation of coverage within 60 days from the date of the notice.

¹ 815 CMR 9.00 provides Billing Entities with access to services that promote the efficiency and effectiveness of collecting Debts owed, thereby enhancing the Collection of Revenues. See 815 CMR 9.01(1)(Office of the Comptroller is authorized to procure and manage contingent fee contracts for debt collection services and to Intercept payments due to debtors to offset their outstanding debts).

Furthermore, the appellant's call in October 2023 corroborates his awareness of his MassHealth benefits and premiums. Since neither party presented evidence that the appellant entered into a payment-plan arrangement with MassHealth, the referral to the SIP program was correct as the appellant was 150 days or more in arrears.

The appellant did not present any evidence that he had in fact voluntarily withdrawn from the coverage prior to April 5, 2024, which is more than 60 calendar days from the date of the eligibility notice. MassHealth proved by the preponderance of the evidence that it had mailed the bills every month to the correct address for the appellant and that the appellant was 150 days or more in arrears. Thus, based on the testimony and evidence presented at the hearing, MassHealth was correct in intercepting the appellant's state tax refund.

For the foregoing reasons, this 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.

Sharon Dehmand
Hearing Officer
Board of Hearings

cc:

MassHealth Representative: Sylvia Tiar, Tewksbury MassHealth Enrollment Center, 367 East Street, Tewksbury, MA 01876-1957, 978-863-9290

MassHealth Premium Billing