

# Office of Medicaid BOARD OF HEARINGS

**Appellant Name and Address:**



<b>Appeal Decision:</b>	Denied	<b>Appeal Number:</b>	2408090
<b>Decision Date:</b>	08/22/2024	<b>Hearing Date:</b>	07/01/2024
<b>Hearing Officer:</b>	Rebecca Brochstein, BOH Deputy Director		

**Appearances for Appellant:**



**Appearances for MassHealth:**

Jesus Tijero, Quincy 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, MA 02171*

## APPEAL DECISION

<b>Appeal Decision:</b>	Denied	<b>Issue:</b>	Premium Billing (Tax Intercept)
<b>Decision Date:</b>	08/22/2024	<b>Hearing Date:</b>	07/01/2024
<b>MassHealth's Reps.:</b>	Jesus Tijero Karishma Raja	<b>Appellant's Rep.:</b>	Pro se
<b>Hearing Location:</b>	Quincy MEC (Telephonic)		

### 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 April 18, 2024, the Massachusetts Department of Revenue (DOR) informed the appellant that the amount of \$243.40, including fees, had been deducted from her state income tax refund to satisfy an outstanding unpaid balance due to the Executive Office of Health and Human Services (Exhibit 1). The appellant filed this appeal in a timely manner on May 21, 2024 (Exhibit 2; 130 CMR 610.015(B)). The Board of Hearings initially dismissed the appeal for failure to submit a copy of the notice; the appellant subsequently provided the notice and BOH vacated the dismissal (Exhibits 3-5). The interception of a state tax refund to satisfy a debt is a valid basis for appeal (130 CMR 610.032; G. L. c. 62D, § 6).

### Action Taken by MassHealth

MassHealth, through DOR, intercepted \$243.40 (including fees) from the appellant's state tax refund to satisfy an outstanding debt for unpaid premiums.

### Issue

The appeal issue is whether MassHealth was correct in determining that the appellant owed past-due premiums.

## Summary of Evidence

MassHealth was represented at hearing by a caseworker from the Quincy MassHealth Enrollment Center (MEC) and a representative from the Premium Billing Unit, who appeared telephonically. The MEC caseworker testified that this case concerns the MassHealth coverage of the appellant's spouse, who is a disabled adult. The spouse was approved for MassHealth Standard effective September 28, 2019.<sup>1</sup> On September 30, 2023, MassHealth notified the appellant that her spouse's coverage changed from Standard to CommonHealth effective September 20, 2024, and that there would be a premium of \$109.20 per month associated with his new coverage type.<sup>2</sup> The appellant was charged this premium for the months of October through December 2023 but did not make any payments. On December 14, 2023, MassHealth notified the appellant that it would terminate the spouse's coverage effective December 28, 2023, due to nonpayment.<sup>3</sup>

The Premium Billing representative confirmed that the appellant was billed \$109.20 per month for the months of October, November, and December 2023, and that the case was closed for nonpayment. On April 18, 2024, the Department of Revenue intercepted a portion of the appellant and her spouse's state tax refund – \$233.40 plus a \$10 fee, for a total of \$243.40 – to satisfy the debt for two months of the unpaid premiums.<sup>4</sup>

The Premium Billing representative submitted a packet of documents in preparation for the hearing. Included in the packet is the following:

- Copy of the termination notice dated December 14, 2023
- Copy of the downgrade notice dated September 30, 2023, setting forth the monthly premium of \$109.20 starting in October 2023. The notice includes the following language: "If you are required to pay a MassHealth premium, you must pay the premium

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<sup>1</sup> The MEC caseworker testified that the appellant had submitted the 2019 application through a Navigator organization, which helps individuals apply and maintain coverage through the Health Connector. He noted that MassHealth and the Health Connector have a shared application system. He added that the spouse had been approved for the Health Connector prior to 2019 but had not enrolled in a health plan.

<sup>2</sup> The notice stated that the spouse's Standard coverage would end on October 14, 2023; there was thus a period of overlap when he was active under both coverage types.

<sup>3</sup> Printouts from the MassHealth system (MMIS) also show that the appellant also had MassHealth CarePlus coverage from October 13, 2019, to October 31, 2023. See Exhibit 7. There was no testimony regarding the appellant's coverage.

<sup>4</sup> There is a \$15 discrepancy between DOR's figure of \$233.40 and the premium amount of \$109.20 per month (which would be \$218.40 for two months of intercepted premiums). The DOR notice states that "[a] processing fee of up to \$25.00 may be deducted from your refund," so it is presumed that the additional \$15 was intercepted as part of that overall fee. See Exhibit 1.

on time so these benefits do not end. If you do not want to pay the premium, you must tell us to cancel your benefits within 60 days from the date you were notified of a new or changed premium. If you do not cancel your benefits by that date, you will need to pay any premium bills you get.”

- Printout of a case narrative from the Premium Billing system. The last paragraph states as follows: “Appellant’s Massachusetts tax refund was intercepted resulting in a state intercept payment of \$218.40 received on 04/19/2024. The payment totaling \$218.40 was applied to the outstanding October – November 2023 invoices. Appellant still has a balance due on the account for the December 2023 invoice in the amount of \$109.20. (Exhibit 6).

The appellant appeared at the hearing telephonically and testified on her own behalf. She stated that she briefly lost her job in 2019 and went to a Navigator organization to apply for benefits at that time but did not think she qualified. She started a new job shortly thereafter and has had insurance through her employer since that time. She testified that she called MassHealth in December 2023 and January 2024 and was told she did not have MassHealth coverage and so believed it was “taken care of.”

The appellant submitted a letter to the Board of Hearings in support of her appeal. The undated letter, signed by both the appellant and her spouse, states as follows:

I [appellant] and my spouse . . . request a hearing to get a refund on money that was taken from us from our state taxes, for masshealth my husband and I did not apply for, receive benefits for, or use benefits for. If there were claims paid to our providers from masshealth it was NOT something we were aware of happening, and when we spoke to a rep from masshealth when we called we were told that our application was not finalized and the rep we spoke to informed us that an application from 2015 was still in hold and she cancelled it and sent us a letter which I have included. I have had a full time job which I pay over \$500 a month to have for both me and my husband . . . and therefore would not apply for masshealth. We have reached out to masshealth multiple times about bills we received informing you that we do not need, applied for, or received masshealth multiple times and were told we did not have masshealth. So we are requesting a hearing to get money back that was taken from us from our taxes in April that SHOULD NOT HAVE been taken as we do not receive, applied for, or need masshealth [sic]. (Exhibit 2)<sup>5</sup>

### **Findings of Fact**

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

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<sup>5</sup> The appellant submitted a second letter, dated May 20, 2024, which is similar in content to the first. It further states that they “have called about this issue in November of 2023, again in January of 2024, and spoke to again to mass health in May of 2024” [sic]. See Exhibit 2.

1. In or around September 2019, the appellant filed an application for health benefits through a Health Connector Navigator organization.
2. The appellant's spouse, who is disabled, was approved for MassHealth Standard coverage effective September 28, 2019. The appellant was approved for MassHealth CarePlus coverage effective October 13, 2019.
3. On September 30, 2023, MassHealth notified the appellant that her spouse's MassHealth Standard benefits would end on October 14, 2023, and that he had been approved for MassHealth CommonHealth as of September 20, 2023.
  - a. The notice also stated that the appellant would have to pay a monthly premium of \$109.20 for the spouse's CommonHealth coverage.
  - b. The notice set forth the following instructions regarding payment of the premium: "If you are required to pay a MassHealth premium, you must pay the premium on time so these benefits do not end. If you do not want to pay the premium, you must tell us to cancel your benefits within 60 days from the date you were notified of a new or changed premium. If you do not cancel your benefits by that date, you will need to pay any premium bills you get."
  - c. The notice was mailed to the appellant's current address.
4. The appellant did not contact MassHealth to cancel her spouse's CommonHealth coverage within 60 days of the notice.
5. MassHealth billed the appellant for the spouse's \$109.20 premium for the months of October, November, and December 2023. The appellant did not make any payments toward the premium.
6. The appellant's MassHealth CarePlus benefits ended on October 31, 2023.
7. On December 14, 2023, MassHealth notified the appellant that it would terminate the spouse's coverage as of December 28, 2023, due to nonpayment of the CommonHealth premium. His coverage ended on that date.
8. On April 18, 2024, the Massachusetts Department of Revenue intercepted a portion of the appellant and the spouse's state tax refund to satisfy the debt for two months of the unpaid premiums. The total amount intercepted was \$243.40.

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

Under 130 CMR 506.011(D)(1), MassHealth may terminate a member's benefits, pursuant to adequate notice, if the member does not pay the entire premium amount billed within 60 days of

the date on the bill. A member “who is 150 days or more in arrears” may be referred to the State Intercept Program “in compliance with 815 CMR 9.00: *Collection of Debts.*” *Id.* at 506.011(D)(3).

At issue in this case is DOR’s interception and transfer of a portion of the appellant’s state income tax refund to satisfy an outstanding debt to MassHealth for unpaid premiums. MassHealth intercepted a total of \$243.40 from the refund to cover two months of unpaid CommonHealth premiums for her spouse. This figure represents the sum of the unpaid premiums for those two months (\$218.40), plus processing fees totaling \$25. See Exhibit 1.

The appellant suggests that the tax intercept was improper because she and her spouse were unaware that they had any type of MassHealth coverage and did not need or use the benefits. The record here confirms that the appellant and her spouse were approved for MassHealth benefits (CarePlus and Standard, respectively) in 2019. More importantly for purposes of this appeal, MassHealth notified the appellant on September 30, 2023, that the spouse’s coverage type was changing from Standard to CommonHealth and that this would result in a monthly premium of \$109.20. That notice, which was mailed to the appellant’s current address, states that if they did not cancel the benefits within 60 days they would be responsible for the premiums. See 130 CMR 506.011(C)(5) (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). There is no evidence that they contacted MassHealth to cancel the coverage within that 60-day period.

There is no dispute that the appellants failed to pay the premiums at issue and did not cancel coverage within the allowable time frame. On that basis, it was appropriate to intercept a portion of their state tax return to cover the debt. 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.

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Rebecca Brochstein  
Hearing Officer  
Board of Hearings

cc: Quincy MEC  
MassHealth Premium Billing