

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Denied	Appeal Number:	2408564
Decision Date:	8/26/2024	Hearing Date:	07/09/2024
Hearing Officer:	Casey Groff, Esq.	Record Open to:	07/12/2024

Appearance for Appellant:
Pro se

Appearance for MassHealth:
Yesenia Henriquez, MassHealth Eligibility
Karishma Raja, Maximus 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:	Eligibility; Under 65; Premium Billing
Decision Date:	8/26/2024	Hearing Date:	07/09/2024
MassHealth's Rep.:	Yesenia Henriquez; Karishma Raja	Appellant's Rep.:	<i>Pro se</i>
Hearing Location:	Board of Hearings, Remote	Aid Pending:	Yes

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 5/13/24, MassHealth informed Appellant that her CommonHealth benefit would end on 5/27/24 for failure to pay past due premiums. See Exh. 3. Appellant filed this appeal in a timely manner on 5/28/24. See Exh. 2; 130 CMR 610.015(B)).¹ Termination of assistance is valid grounds for appeal. See 130 CMR 610.032. At the conclusion of the hearing, the record remained open until 5/12/24 for additional evidence. See Exh. 13.

Action Taken by MassHealth

¹ By filing this appeal, an "aid pending" protection was placed on Appellant's case preventing her benefit from ending. At hearing, it was discovered that the protection had been incidentally removed during a batch redetermination which took place on 6/7/24. As a result, Appellant received a subsequent termination notice, dated 6/7/24, which informed her that her benefit would terminate on 6/21/24. See Exh. 4. This issue was resolved during the hearing, as the Board of Hearings was able to reinstate and backdate the aid pending protection to close any gap in coverage. The MassHealth eligibility representative confirmed the update in aid pending was reflected in the system, showing Appellant's benefit as active with no gaps. Thus, the operative notice under appeal remained the 5/13/24 notice.

MassHealth determined that Appellant did not pay past due premiums, and on this basis, sought to terminate her CommonHealth benefit.

Issue

The appeal issue is whether MassHealth was correct in seeking to terminate Appellant's CommonHealth benefit on the basis that she failed to pay past-due premiums.

Summary of Evidence

At hearing, MassHealth was represented by an eligibility and benefits social worker and a billing specialist from Premium Billing. Appellant appeared at the hearing acting *pro se*. All parties appeared by telephone and were sworn in.

The MassHealth eligibility representative testified that Appellant is between the ages of [REDACTED] and is in a household size of one (1). In December 2023, Appellant submitted her first application into MassHealth's HIX case management system. At this time, Appellant was actively enrolled in CommonHealth, but her benefit was managed in a different system, MA-21. Because MassHealth found that the December application was incomplete, it sent Appellant requests for additional information. After receiving all required information, MassHealth processed Appellant's application. As a result, MassHealth issued a notice dated 2/22/24, informing Appellant that she was approved for CommonHealth effective 12/11/23 with a monthly premium of \$12 starting March 2024. See Exh. 5. The premium was based on Appellant's reported monthly household income which placed her at 160.10% of the federal poverty level (FPL). Id. On 3/8/24, MassHealth notified Appellant that her monthly premium was changing to \$9 starting April 2024 based on an income adjustment that placed her at 154.84% of the FPL. See Exh. 6.

The MassHealth PB representative testified that MassHealth sent invoices to Appellant for each month's premium charge. MassHealth did not receive any payment from Appellant for the \$12 invoice for March 2024 or the respective \$9 invoices for April, May, and June 2024. As such, on 5/13/24, MassHealth notified Appellant that she was no longer eligible for coverage because she had past due premiums, and, on this basis, her coverage would end on 5/27/24.² See Exh. 3. Currently, Appellant has an outstanding balance of \$39 for nonpayment of premium charged March-June 2024. The PB representative stated that prior to the redetermination, Appellant had a premium of \$20 for her CommonHealth benefit. The last payment received by Appellant was on 4/3/24, which MassHealth applied to her final premium of \$20 for February 2024 through her MA-21 account.

² See FN 1, p. 1, regarding the aid pending protection on Appellant's case which keeps her benefit from terminating through the pendency of this appeal.

Appellant testified that she appealed the 5/13/24 notice to dispute the cancellation of coverage. Appellant testified that she has been enrolled in MassHealth for [REDACTED] and has always provided updated information. Appellant testified that she submitted a renewal application in December 2023, yet she received letters in January and February 2024 reporting that MassHealth was missing her application. Appellant testified that this prompted her to place multiple calls to MassHealth, and that eventually, one of the representatives told her they found her application and informed her she needed to submit her January 2024 income figures. Once MassHealth processed her application, Appellant received conflicting notices regarding her premium, i.e., the 2/22/24 notice quoting a \$12 premium and then a 3/8/24 notice that quoted her a \$9 premium. Previously, she was paying a \$20 premium. Since her income had not changed, Appellant questioned whether she had been overcharged when paying the higher premium amount. Appellant again called MassHealth seeking clarification on the issue and was told by the representative on the call that the \$12 premium was an error and would be corrected to \$9 consistent with the 3/8/24 notice.

Appellant provided a copy of her most recent premium bill from June 2024 which showed she had a total balance of \$39 on her account. See Exh. 12. Appellant argued that this bill is inaccurate because she made three (3) payments to MassHealth in 2024, totaling \$60, comprised of \$20 payments on 1/4/24, 2/5/24, and 4/3/24, respectively. See Exhibit 11. Appellant submitted copies of her bank statements which showed each of the \$20 transfers to “MHPB” on the dates stated, as well as a \$20 transfer to MHPB on 12/5/23. See Exh. 11. When paying her premiums online, she never had an option to pay less than \$20. She called MassHealth about this issue, and MassHealth told her that it took time for the system to reflect the new premium amount and that once updated/corrected, any excess payment would be credited toward future premiums. To ensure she would not get behind in payments, Appellant continued to make \$20 payments relying on MassHealth’s assertion that it would credit her with any excess payments. She continued to receive conflicting information from MassHealth via the invoices. First, she received an April 2024 invoice reflecting MassHealth’s receipt of the \$20 payment on 4/3/24 and which brought her down to a \$0 balance. See Exh. 10. At the beginning of May, however, she received another invoice for April 2024, which stated she owed \$21, based on a prior balance of \$12 and current charge of \$9. See id. Appellant argued that she paid a total of \$60 since January 2024 and has only had a \$9 premium since February; therefore, all premiums should be covered through July totaling \$54 with a balance of \$6. See Exh. 11. Appellant expressed her frustration in her recent dealings with MassHealth, which she posited, had become worse following the pandemic. Appellant observed that “nobody is monitoring who is supposed to do what” and that this leads to errors and interruption in her coverage.

The PB representative responded to the various arguments raised by Appellant. First, she clarified that the 2/22/24 notice states that the redetermined premium amount is owed starting in March 2024, not February. Thus, Appellant was appropriately billed \$20 for February 2024 and the months prior. Appellant’s three payments of \$20 (totaling \$60) in 2024 were applied to premium

charges between December 2023 to February of 2024. According to PB, there were no unaccounted-for payments that can be credited towards Appellant's outstanding balance. Through a record-open period, PB provided a history of invoices and corresponding payments from Appellant's MA-21 account, including her last period of coverage which started 4/7/2023 through February 2024, which is summarized, in relevant part, in the below chart:

Invoice Date	Invoice Amt	Paid Amt	Payment Date
21-Jun-2023 ³	\$20	\$20	1-Jul-2023
21-Jul-2023	\$20	\$20	1-Sep-2023
21-Aug-2023	\$20	--	3-Oct-2023
21-Sep-2023	\$20	\$40*	3-Oct-2023
21-Oct-2023	\$20	\$20	3-Nov-2023
21-Nov-2023	\$20	\$20	2-Dec-2023
21-Dec-2023	\$20	\$20	3-Jan-2024
21-Jan-2024	\$20	\$20	2-Feb-2024
21-Feb-2024	\$20	\$20	3-Apr-2024

**The \$40 payment on 10/3/23 was applied to the premiums for August and September 2023.*

See Exh. 8.

PB testified that Appellant's last payment of \$20 on 4/3/24 was applied to the final \$20 invoice in her MA-21 account for February 2024. See Exh. 8. This is why Appellant received two separate invoices for April 2024: one related to her MA-21 account (ID #2450M) showing receipt of the 4/3/24 \$20 payment with a \$0 balance (thereby closing the account); and the other invoice related to Appellant's HIX account (ID #3145M) showing a balance of \$21.00, comprised of the \$12 charge for March and \$9 charge for April. See Exh. 10.

PB confirmed that Appellant has not made any payments that may be applied toward her new premiums managed under HIX, specifically for charges March through June 2024. PB agreed, however, that because there were no changes in Appellant's income since the redetermination, PB would adjust the March premium of \$12 to \$9, consistent with the 3/8/24 notice. This would reduce Appellant's current total balance from \$39 to \$36.

Findings of Fact

³ Appellant was approved for CommonHealth on 4/7/23; however, she did not owe a premium for May 2023 due to Covid-19 public health emergency (PHE) protections. MassHealth resumed billing for premiums in June 2023, after the PHE protections lifted. Therefore, the first premium Appellant was charged after her enrollment in CommonHealth in April 2023, was June 2023. She had no existing balance prior to the June 2023 charge.

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

1. Appellant is between the ages of [REDACTED] and is in a household of one. (Testimony; Exhibit 6).
2. On 4/7/2023, Appellant was enrolled in CommonHealth with a \$20 monthly premium, which she was billed for between the months of June 2023 through February 2024. (Testimony. Exhibit 7; Exh. 8).
3. On 2/22/24, MassHealth notified Appellant that she was reapproved for CommonHealth and would be charged a monthly premium of \$12 starting March 2024. (Testimony; Exhibit 5).
4. On 3/8/24, MassHealth notified Appellant that her premium would change to \$9 starting April 2024. (Exh. 6).
5. At hearing, MassHealth agreed to adjust Appellant's March 2024 premium from \$12 to \$9 to align with the 3/8/24 premium determination. (Testimony).
6. Appellant made three (3) payments of \$20 to MassHealth on 1/3/24, 2/2/24, and 4/3/24, respectively. (Testimony; Exh. 8; Exh. 11)
7. MassHealth applied the three \$20 payments to the premium charges on Appellant's MA-21 account for December 2023, January 2024, and February 2024. (Testimony; Exh. 8).
8. Following Appellant's last payment on 4/3/24, MassHealth issued an April 2024 invoice from Appellant's MA-21 account, showing receipt of the payment, leaving her with a \$0 balance on her MA-21 account. (Exh. 10).
9. MassHealth issued a separate April 2024 invoice from Appellant's HIX account informing Appellant that she had a balance of \$21, comprised of her outstanding \$12 premium from March⁴ and \$9 premium for April. (Testimony; Exh. 10).
10. MassHealth did not receive any payments from Appellant since her last payment of \$20 on 4/3/24. (Testimony).
11. On 5/13/24, Appellant was notified by MassHealth that her coverage would end on

⁴ As reflected in this decision, MassHealth agreed at hearing to adjust the \$12 premium to \$9 for March 2024.

5/27/24 for failure to pay past due premiums. (Testimony; Exhibit 3).

Analysis and Conclusions of Law

The issue on appeal is whether MassHealth correctly sought to terminate Appellant's CommonHealth benefit for failure to pay past-due premiums pursuant to its 5/13/24 notice. By filing this appeal, it is the Appellant's burden "to demonstrate the invalidity of the administrative determination." Andrews v. Division of Medical Assistance, 68 Mass. App. Ct. 228 (2007).

The evidence shows that on 2/22/24, MassHealth redetermined Appellant eligible for CommonHealth and advised her that she would owe a new premium amount to MassHealth each month, starting March of 2024. See Exh. 5. MassHealth's authority to charge premiums to certain members is found in 130 CMR 506.011. Under this regulation, MassHealth may impose a premium for members receiving MassHealth Standard, CommonHealth, or Family Assistance benefits whose household income is greater than 150% of the federal poverty level. See 130 CMR 506.011. Members who are subject to a premium "are responsible for monthly premium payments beginning with the calendar month following the date of the MassHealth agency's eligibility determination." See 130 CMR 506.011(C)(1).⁵ Pursuant to 130 CMR 506.011(D)(1), MassHealth may terminate a member's benefit based on delinquent payment of premium, 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 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).

In this case, Appellant disputes MassHealth's determination that she owed past due premiums for the period of March 2024 through June 2024, which resulted in MassHealth decision to terminate her benefits. Appellant concedes that she received notices of her reduced premium charges on 2/22/24 and 3/8/24, respectively. Additionally, the parties agree that Appellant made three

⁵ A member may have their premium waived if they contact MassHealth "within 60 calendar days from the date of the eligibility and premium notice" to request a voluntary withdrawal of benefits. See 130 CMR 506.011(C)(4)).

individual payments of \$20, for a total of \$60, between 1/3/24 and 4/3/24. The main point of contention between the parties is whether MassHealth appropriately accounted for and applied these payments to the correct charges. Appellant argues that she was not late in paying her premiums, and in fact, she paid in excess of the amounts owed, which MassHealth should have applied to subsequent months. Because MassHealth did not properly account for her payments, Appellant argues, MassHealth erred in ending her coverage.

Indeed, Appellant provided credible testimony that she received conflicting information from MassHealth, both in its notices and during her calls with customer service. This understandably led to confusion regarding her coverage and amounts owed on her account. A close analysis of the invoice and payment history presented at hearing, however, confirms that MassHealth appropriately accounted for all payments received by Appellant. As a general matter, the evidence shows that Appellant had an assessed premium of \$20 starting June 2023 through February 2024. As reflected in the 2/22/24 notice, it was not until March 2024 that her lower premium became effective, which MassHealth confirmed, at hearing, should have been \$9. The three payments totaling \$60, were in fact, correctly applied to premiums owed for December 2023 through February 2024, as italicized in bold below:

Invoice Date	Invoice Amt	Paid Amt	Payment Date
21-Jun-2023	\$20	\$20	1-Jul-2023
21-Jul-2023	\$20	\$20	1-Sep-2023
21-Aug-2023	\$20	--	3-Oct-2023
21-Sep-2023	\$20	\$40	3-Oct-2023
21-Oct-2023	\$20	\$20	3-Nov-2023
21-Nov-2023	\$20	\$20	2-Dec-2023
<i>21-Dec-2023</i>	<i>\$20</i>	<i>\$20</i>	<i>3-Jan-2024</i>
<i>21-Jan-2024</i>	<i>\$20</i>	<i>\$20</i>	<i>2-Feb-2024</i>
<i>21-Feb-2024</i>	<i>\$20</i>	<i>\$20</i>	<i>3-Apr-2024</i>

See Exh. 8.

It is undisputed that Appellant's last premium payment to MassHealth was made on 4/3/24. Therefore, the premiums owed for the months of March through June 2024 remain outstanding. Because 60-days elapsed from the due date of her March 2024 invoice, MassHealth appropriately sought to terminate Appellant's benefit for non-payment of premiums in accordance with 130 CMR 506.011(D)(1). Appellant did not meet her burden in demonstrating that MassHealth erred in issuing the 5/13/24 notice under appeal. Appellant must pay her outstanding premium balance before MassHealth can remove the closure on her account.

The appeal is DENIED.

Order for MassHealth

Rescind Aid Pending. If not already done, Premium Billing is to adjust Appellant's March 2024 premium amount from \$12 to \$9 and notify Appellant of her updated outstanding balance accordingly.

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.

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.

Casey Groff, Esq.
Hearing Officer
Board of Hearings

cc: MassHealth Representative: Quincy MEC, Attn: Appeals Coordinator, 100 Hancock Street, 6th Floor, Quincy, MA 02171

cc: Premium Billing Representative, Attn: Karishma Raja, Maximus Premium Billing, 1 Enterprise Drive, Suite 310, Quincy, MA 02169