

**Office of Medicaid
BOARD OF HEARINGS**

Appellant Name and Address:



Appeal Decision:	Denied	Appeal Number:	2411081
Decision Date:	10/30/2024	Hearing Date:	09/13/2024
Hearing Officer:	Scott Bernard		

Appearance for Appellant:
Pro se via telephone

Appearances for MassHealth:
Maribel Sepulveda (Springfield MEC); Carmen Fabery (Premium Billing Unit) *via telephone*



*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
Decision Date:	10/30/2024	Hearing Date:	09/13/2024
MassHealth's Reps.:	Maribel Sepulveda; Carmen Fabery	Appellant's Rep.:	<i>Pro se</i>
Hearing Location:	Springfield MassHealth Enrollment Center	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

Through a notice dated June 20, 2024, MassHealth notified the appellant that it was terminating his MassHealth coverage because MassHealth determined that he had past due premiums. (See 130 CMR 506.011(D), (E)(2), and Exhibit (Ex.) 1). The appellant filed this appeal in a timely manner on July 17, 2024. (See 130 CMR 610.015(B) and Ex. 2). Termination of assistance is valid grounds for appeal. (See 130 CMR 610.032).

Action Taken by MassHealth

MassHealth terminated the appellant's MassHealth coverage because of non-payment of premiums.

Issue

The appeal issues are whether MassHealth was correct, pursuant to 130 CMR 506.011, in determining that the appellant's MassHealth coverage should be terminated for non-payment of premiums.

Summary of Evidence

A worker from the Springfield MassHealth Enrollment Center (MEC), a MassHealth Premium Billing Research Specialist, and the appellant attended the hearing by telephone.

The MassHealth representative testified to the following. The appellant is an individual under 65 living in a household of three. (Testimony; Ex. 3). As of June 20, 2024, the household's gross monthly income (GMI) totaled \$4,274.33, equal to 193.65% of the federal poverty level (FPL). (Testimony; Ex. 7, pp. 8-9). The household income consists of the appellant's \$1,148 in Social Security benefits and his spouse's \$3,126.33 from employment. (Testimony). Their minor child also receives Social Security income, but it is not countable under MassHealth regulations. (Testimony). The appellant and his spouse file taxes jointly. (Testimony).) In the June 20, 2024 notice under appeal, MassHealth informed the appellant that his CommonHealth benefits would be terminated effective July 4, 2024 because of past due premiums. (Testimony; Ex. 1; Ex. 7, p. 7). Although the appellant is the parent of a person under [REDACTED] and is disabled, he is ineligible for MassHealth Standard coverage because the household income exceeds 133% of the FPL. (Testimony). The maximum allowable income for a family of three for MassHealth Standard is \$2,862.00, based on the 133% FPL threshold. (Testimony). The appellant's child continues to be eligible for MassHealth Family Assistance with a monthly premium of \$12.00. (Testimony; Ex. 7, pp. 5-6). Previously, MassHealth calculated that the appellant's premium was \$21.00 a month, based on the household income. (Testimony). That premium was calculated under the CommonHealth premium rules. (Testimony).

The Premium Billing representative testified next, stating the following. The appellant has appealed the June 20, 2024 termination of his MassHealth coverage due to non-payment of premiums. (Testimony). In his appeal, he stated, "I am requesting a fair hearing. (Testimony). I am on a limited budget [and seeking] a reduction of premium." (Testimony; Ex. 1; Ex. 2; Ex. 7, p. 4). The appellant has past due premiums for two accounts. The first of these is linked to determinations issued from MassHealth's MA-21 eligibility system, and the second is linked to determinations issued from the Health Insurance Exchange system (HIX). (Testimony).

On September 6, 2019, MassHealth issued a determination from MA-21 informing the appellant that he was eligible for MassHealth CommonHealth with a monthly premium of \$112.00. (Testimony). From May through August 2023 MassHealth invoiced the appellant for premiums of \$112 per month but did not receive any premium payments from the appellant. (Testimony; Ex. 7, p. 26). On August 18, 2023, MassHealth terminated the appellant's CommonHealth coverage for non-payment of premiums. (Testimony; Ex. 7, p. 23).

On September 8, 2023, MassHealth notified the appellant through HIX that he had been determined eligible for CommonHealth. (Testimony). On the same date, MassHealth notified the appellant that his daughter was eligible for MassHealth Family Assistance. (Testimony; Ex. 7, pp. 20-22). The appellant was required to pay a \$26.00 monthly premium starting in October 2023 for

both. (Testimony; Ex. 7, pp. 20-22). On December 14, 2023, MassHealth notified the appellant that his coverage was ending on [REDACTED] because he was incarcerated. (Testimony). MassHealth invoiced the appellant for \$26.00 premiums in October, November, and December 2023 but received no payments. (Testimony; Ex. 7, p. 24). On January 2, 2024, MassHealth notified the appellant that his daughter's Family Assistance would end because of non-payment of premiums. (Testimony; Ex. 7, p. 19).

In January 2024, the appellant requested an 18-month payment plan for all of his unpaid premiums, which MassHealth approved. (Testimony). MassHealth then reinstated the appellant's eligibility for MassHealth CommonHealth and his daughter's Family Assistance with a \$26.00 monthly premium starting in February 2024. (Testimony; Ex. 7, pp. 16-18). MassHealth billed the appellant \$26 for February, March, and April 2024, but did not receive any payments. (Testimony; Ex. 7, p. 24). Since MassHealth did not receive any payments, it reversed the payment plan. (Testimony). On April 19, 2024, MassHealth issued a notice to the appellant terminating his eligibility for non-payment of premiums. (Testimony; Ex. 7, p. 15). The Premium Billing Unit referred the daughter's coverage for termination due to non-payment, as well, but MassHealth maintained her coverage due to continuous eligibility requirements for children. (Testimony). For that reason, on April 19, 2024, MassHealth notified the appellant that his daughter was eligible for Family Assistance with a \$12.00 monthly premium starting in May 2024. (Testimony; Ex. 7, pp. 13-14).

On May 8, 2024, the appellant again contacted MassHealth to request a second 18-month payment plan, to which MassHealth agreed. (Testimony). For that reason, MassHealth reinstated the appellant's CommonHealth benefit and notified the appellant that beginning in June 2024 he would need to pay a monthly premium of \$21 for both his and his daughter's coverage. (Testimony; Ex. 7, pp. 10-12). MassHealth invoiced the appellant the premium for June 2024, but did not receive payment. (Testimony; Ex. 7, p. 24). Because the appellant did not submit the premium payment, and did not submit payments toward the second payment plan, MassHealth terminated the appellant on June 20, 2024 for non-payment of premiums. (Testimony; Ex. 1; Ex. 7, p. 7).

The appellant's daughter continues to be eligible for Family Assistance with a premium of \$12.00 for July and August 2024. (Testimony; Ex. 7, pp. 8-9, 24). The daughter's premium increased to \$20.00 beginning in September 2024. (Testimony; Ex. 7, pp. 5-6, 8-9, 24). MassHealth has not received any payments for these premiums. (Testimony; Ex. 7, p. 24). The appellant did tender a payment of \$48.00 in July 2024 but because the appellant defaulted on the two payment plans within 24 months, MassHealth is not permitted to enter into further payment agreements with the appellant. (Testimony).

The Premium Billing representative stated, in summary, the appellant has an outstanding balance of \$400 for the premiums billed from MA-21, and \$233.00 for premiums billed through HIX. (Testimony; Ex. 7, pp. 24-26). The Premium Billing representative stated that this total does take into account the \$48.00 the appellant paid in July 2024. (Testimony). Although the appellant's

coverage has been terminated for non-payment of premiums, his daughter's coverage remains protected under MassHealth's continuous eligibility provisions. (Testimony).

The appellant stated the following. The appellant was receiving treatment for two concussions. (Testimony). The appellant also struggled with diabetes, chronic headaches, and sleep apnea, which further affected his cognitive function. (Testimony). These health problems made it difficult for him to keep up with the various billing systems and changes. (Testimony). The appellant stated that it would be incredibly helpful if MassHealth could simplify the billing. (Testimony). The appellant was doing his best to manage his health and navigate these systems but needed a clearer understanding of what he owed so he could commit to a payment plan. (Testimony). The appellant has applied for a hardship waiver but does not appear to meet the criteria. (Testimony). The appellant asked for another chance to get back on track. (Testimony).

Findings of Fact

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

1. The appellant is an individual under 65 living in a household of three. (Testimony; Ex. 3).
2. On September 6, 2019, MassHealth issued a determination through MA-21 informing the appellant that he was eligible for MassHealth CommonHealth with a monthly premium of \$112.00. (Testimony);
3. From May through August 2023 MassHealth invoiced the appellant for premiums of \$112 per month but did not receive any premium payments from the appellant. (Testimony; Ex. 7, p. 26);
4. On August 18, 2023, MassHealth terminated the appellant's CommonHealth coverage for non-payment of premiums. (Testimony; Ex. 7, p. 23);
5. On September 8, 2023, MassHealth notified the appellant through HIX that he had been determined eligible for CommonHealth and his daughter was eligible for MassHealth Family Assistance with a monthly premium of \$26.00 starting in October 2023. (Testimony; Ex. 7, pp. 20-22);
6. MassHealth invoiced the appellant the \$26.00 premiums in October, November, and December 2023 but did not receive payments from the appellant. (Testimony; Ex. 7, p. 24).
7. On January 2, 2024, MassHealth notified the appellant that his daughter's Family Assistance would end because of non-payment of premiums. (Testimony; Ex. 7, p. 19).
8. In January 2024, the appellant requested an 18-month payment, which was approved. (Testimony).

9. After MassHealth processed the payment plan, it reinstated the appellant's eligibility for MassHealth CommonHealth and his daughter's Family Assistance with a \$26.00 monthly premium starting in February 2024. (Testimony; Ex. 7, pp. 16-18).
10. MassHealth billed the appellant \$26 for February, March, and April 2024, but did not receive any payments. (Testimony; Ex. 7, p. 24).
11. Since MassHealth did not receive any payments, it reversed the payment plan. (Testimony).
12. On April 19, 2024, MassHealth issued a notice to the appellant terminating his eligibility for non-payment of premiums. (Testimony; Ex. 7, p. 15).
13. The Premium Billing Unit referred the daughter's coverage for termination due to non-payment, as well, but MassHealth maintained her coverage due to continuous eligibility requirements for children. (Testimony).
14. For that reason, on April 19, 2024, MassHealth notified the appellant that his daughter was eligible for Family Assistance with a \$12.00 monthly premium starting in May 2024. (Testimony; Ex. 7, pp. 13-14).
15. On May 8, 2024, the appellant again contacted MassHealth to request an 18-month payment plan, to which MassHealth agreed. (Testimony).
16. MassHealth reinstated the appellant's CommonHealth benefit and notified the appellant that beginning in June 2024 he would need to pay a monthly premium of \$21 for both his and his daughter's coverage. (Testimony; Ex. 7, pp. 10-12).
17. MassHealth invoiced the appellant the premium for June 2024, but did not receive payment. (Testimony; Ex. 7, p. 24).
18. Because the appellant did not submit the premium payment, and did not submit payments toward the second payment plan, MassHealth terminated the appellant by notice dated June 20, 2024 for non-payment of premiums. (Testimony; Ex. 1; Ex. 7, p. 7).
19. The appellant's daughter continues to be eligible for Family Assistance with a premium of \$12.00 in July and August 2024; the premium increased to \$20.00 in September 2024. (Testimony; Ex. 7, pp. 5-6, 8-9, 24).
20. MassHealth has not received any payments for these premiums but did receive one payment of \$48.00 in July 2024. (Testimony; Ex. 7, p. 24).
21. Because the appellant defaulted on the two payment plans within 24 months, MassHealth is not permitted to enter into further payment agreements with the appellant.

(Testimony).

22. The appellant has an outstanding balance of \$633.00 in unpaid premiums. (Testimony; Ex. 7, pp. 24-26).

Analysis and Conclusions of Law

MassHealth members who are assessed a premium are responsible for monthly premium payments beginning with the calendar month following the date of MassHealth's eligibility determination. (130 CMR 506.011(C)(2)). If MassHealth 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 and MassHealth will send the member a notice of termination before the date of termination. (130 CMR 506.011(D)(1)).

The member's eligibility will not be terminated if, before the date of termination, the member pays all delinquent amounts that have been billed; establishes a payment plan and agrees to pay the current premium being assessed and the payment-plan-arrangement amount; is eligible for a nonpremium coverage type; is eligible for a MassHealth coverage type that requires a premium payment and the delinquent balance is from a CMSP benefit; or requests a waiver of past-due premiums as described in 130 CMR 506.011(G). (Id.).

If the member does not make payments in accordance with the payment plan within 30 days of the date on the bill, the member's payment plan is terminated and the past due balance is due in full. (130 CMR 506.011(D)(2)(a)). If the member is in a premium-paying coverage type and does not pay the past due amount within 60 days of the date on the bill, the member's eligibility is terminated. (130 CMR 506.011(D)(2)(b)). If a member has defaulted on a payment plan twice within a 24-month period, the member must pay in full any past due balances before they can be determined eligible for a coverage type that requires a premium payment. (130 CMR 506.011(D)(2)(c)). A member may be granted additional payment plans if the member has been approved for a hardship waiver as described in 130 CMR 506.011(F).

MassHealth has been billing the appellant monthly premiums since May 2023 and has terminated his coverage on four separate occasions for non-payment of his premiums. MassHealth has reinstated the appellant's coverage on two occasions after he agreed to 18 month payment plans but the appellant has submitted no payments towards those agreements and they were reversed. Other than one payment of \$48.00 in July 2024, the appellant has submitted no other premium payments during this time. The record supports termination of the appellant's coverage for non-payment of his premiums. The regulations do not permit MassHealth to enter into a third payment agreement for the premiums he owes, unless he requests a hardship waiver. The rules do permit reinstatement if the appellant tenders the full amount of all the premium payments he owes.

For the above reasons, the 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.

Scott Bernard
Hearing Officer
Board of Hearings

Cc:

Dori Mathieu, Springfield MassHealth Enrollment Center, 88 Industry Avenue, Springfield, MA 01104

Maximus Premium Billing, Attn: Carmen Fabery, 1 Enterprise Drive, Suite 310, Quincy, MA 02169