

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Approved	Appeal Number:	2411529
Decision Date:	10/21/2024	Hearing Date:	08/26/2024
Hearing Officer:	Thomas Doyle	Record Open to:	

Appearance for Appellant:
Pro se

Appearance for MassHealth:
Alyshia Guertin-Aguirre, Charlestown MEC
Carmen Fabery, Premium Billing

Interpreter:



*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:	Approved	Issue:	Past Due Monthly Premium Bills
Decision Date:	10/21/2024	Hearing Date:	08/26/2024
MassHealth's Rep.:	Alyshia Guertin-Aguirre Carmen Fabery	Appellant's Rep.:	Pro se
Hearing Location:	Remote (phone)	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 July 15, 2024, MassHealth ended coverage for appellant because she did not pay the monthly MassHealth premium. (Ex. 1). The appellant filed this appeal in a timely manner on July 22, 2024. (Ex. 2). Denial of assistance and amount due monthly in premiums are valid grounds for appeal (130 CMR 610.032).

Action Taken by MassHealth

MassHealth terminated appellant's benefits due to owing past due premiums.

Issue

The appeal issue is whether MassHealth was correct in terminating the appellant's coverage for failure to pay a premium.

Summary of Evidence

Appellant, acting pro se, a MassHealth worker (worker) and a representative of Maximus Premium Billing (PB rep) all appeared by phone and were sworn. Appellant is an adult over the age of 65. (Testimony; Ex. 6). The worker testified to the following. Appellant was approved for MassHealth CommonHealth on April 29, 2024 with a monthly premium of \$160. (Testimony; Ex. 5, pp. 1, 4). On May 1, 2024, appellant's premium was changed to \$104 a month. (Testimony). On that same date, MassHealth calculated appellant's countable income at \$3,162 a month. Regarding appellant's income and employment status, the worker stated appellant called into MassHealth on May 13, 2024 and reported her job ended. Appellant confirmed she lost her job in early May 2024 and she called MassHealth. MassHealth then downgraded appellant from CommonHealth to Senior Buy In with no monthly premium. The worker then testified appellant sent MassHealth a working letter on June 21, 2024 which resulted in appellant again qualifying for CommonHealth, with a premium of \$9 a month as appellant's income was only \$1,966 a month. A notice was sent to appellant on June 27, 2024 notifying appellant her monthly premium was changing to \$15. (Ex. 1A). The worker stated she was unaware of this notice. (Testimony). Through a notice dated July 15, 2024, MassHealth ended coverage for appellant because of nonpayment of the monthly premium. Coverage was to end on August 31, 2024. (Ex. 1).

The PB rep stated appellant was sent a bill on May 7, 2024 for \$160 for the May 2024 premium. She states this is the only bill owed by appellant. The PB rep stated appellant called into the Premium Billing call center on July 22, 2024 stating she could not afford insurance and wanted to cancel coverage. (Testimony). The PB rep stated Premium Billing considered this a voluntary withdrawal and since this was within 90 days of the eligibility notice of appellant's CommonHealth coverage, future premiums were waived.¹ The PB rep stated a July 2024 bill for \$15 was sent out but it was waived because Premium Billing believed appellant had timely voluntarily withdrawn from MassHealth. The PB rep stated appellant sent in a payment on August 6, 2024 of \$9 and this was applied to the outstanding balance from May 2024. The PB rep stated the total outstanding balance owed by appellant is \$151. (Testimony).

Appellant stated she was getting letter after letter from MassHealth and did not know what was going on. She stated she did lose her job in early May 2024 and called to inform MassHealth. She did not deny receiving the bill for the \$160 premium for May 2024. Regarding the July 22, 2024 call to the Premium Billing call center, appellant stated she "just called MassHealth number, wanted to end insurance because I can't afford it." (Testimony). She stated she needs the MassHealth insurance and would not withdraw from it.

¹ While the regulation states a voluntary withdrawal must be within 60 days of the date of the eligibility notice, MassHealth has requested Premium Billing extend this notice to 90 days. Appellant withdrew her coverage within 90 days of the eligibility notice of April 29, 2024.

Findings of Fact

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

1. Appellant is an adult over the age of 65 and disabled. (Testimony; Ex. 6).
2. Appellant was approved for MassHealth CommonHealth on April 29, 2024 with a monthly premium of \$160. (Testimony; Ex. 5, p. 1, 4).
3. Appellant was responsible to begin her monthly premium payment on May 1, 2024. (130 CMR 506.011 (C)(1)).
4. On May 1, 2024, appellant's monthly premium was changed to \$104. (Worker Testimony).
5. On May 13, 2024, appellant called MassHealth and told them she lost her job in early May 2024. (Worker Testimony).
6. On May 13, 2024, appellant was downgraded from CommonHealth to Senior Buy In with no premium because she did not have a working letter showing she was working 40 hours a week. (Worker Testimony).
7. On June 21, 2024, MassHealth received a working letter from appellant and was reinstated to CommonHealth with a \$9 monthly premium. (Worker Testimony).
8. Through a notice dated June 27, 2024, appellant was informed her monthly premium was changed to \$15 a month. (Ex. 1A).
9. On July 22, 2024, appellant called Premium Billing and told them she could not afford premiums. Premium Billing took this as a voluntary withdrawal from MassHealth. (PB Rep Testimony).
10. Appellant stated she did not cancel her insurance as she needs MassHealth. (Appellant Testimony).
11. Appellant made a payment of \$9 on August 6, 2024 which was applied towards the bill of \$160 from May 2024. (PB Rep Testimony).
12. The only money appellant owes is a balance of \$151 for a past due premium bill. (PB Rep Testimony).
13. MassHealth ended appellant's benefits because appellant did not pay the monthly premium.

(Ex. 1).

Analysis and Conclusions of Law

The appellant has the burden "to demonstrate the invalidity of the administrative determination." Andrews v. Division of Medical Assistance, 68 Mass. App. Ct. 228 (2007). Moreover, "[p]roof by a preponderance of the evidence is the standard generally applicable to administrative proceedings." Craven v. State Ethics Comm'n, 390 Mass. 191, 200 (1983).

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. MassHealth must send a timely notice of the imposition of any premium for it to be enforceable. See 130 CMR 610.015(A). These members "are responsible for monthly premium payments beginning with the calendar month following the date of the MassHealth agency's eligibility determination. 130 CMR 506.011(C)(1). Members who contact MassHealth "within 60 calendar days from the date of the eligibility notice and premium notification" to request a voluntary withdrawal of benefits may have their premiums waived. *Id.* at 506.011(C)(4).

130 CMR 506.011 MassHealth Premiums and the Children's Medical Security Plan (CMSP) Premiums

...

(C) Premium Payment Billing.

...

(3) Members who are assessed a revised premium as the result of a reported change, or any adjustment in the premium schedule, are responsible for the new premium payment beginning

(a) with the calendar month following the reported change if the premium is increased;
or

(b) with the calendar month of the reported change if the premium is decreased or no longer assessed.

Appellant had a premium assessed on April 29, 2024 of \$160 a month. On May 1, 2024, the premium was downgraded to \$104 a month. On May 13, 2024, appellant was downgraded to Senior Buy-In, with no premium. Pursuant to 506.011 (C)(3)(b), MassHealth should have waived that May premium when appellant was downgraded to Senior Buy In. Since Premium Billing stated the May 2024 premium is the only premium they are seeking as a past due payment, and the regulation eliminates that premium, MassHealth incorrectly terminated her coverage for failure to pay. The appeal is approved.

Order for MassHealth

Reinstate appellant's MassHealth CommonHealth coverage retroactive to the date of termination and send notice of any premium she will owe for her coverage going forward. Waive the balance of the \$151 past due premium and either refund the \$9 payment made by appellant or apply it towards any future premiums assessed against appellant.

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.

Thomas Doyle
Hearing Officer
Board of Hearings

MassHealth Representative: Nga Tran, Charlestown MassHealth Enrollment Center, 529 Main Street, Suite 1M, Charlestown, MA 02129

Premium Billing