

# Office of Medicaid BOARD OF HEARINGS

**Appellant Name and Address:**



<b>Appeal Decision:</b>	Denied; Dismissed	<b>Appeal Number:</b>	2412114
<b>Decision Date:</b>	10/24/2024	<b>Hearing Date:</b>	09/13/2024
<b>Hearing Officer:</b>	Scott Bernard		

**Appearance for Appellant:**  
*Pro se via telephone*

**Appearances for MassHealth:**  
Carolyn Meredith (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

<b>Appeal Decision:</b>	Denied; Dismissed	<b>Issue:</b>	Under 65/Premium Billing
<b>Decision Date:</b>	10/24/2024	<b>Hearing Date:</b>	09/13/2024
<b>MassHealth's Reps.:</b>	Carolyn Meredith; Carmen Fabery	<b>Appellant's Rep.:</b>	<i>Pro se</i>
<b>Hearing Location:</b>	Springfield MassHealth Enrollment Center	<b>Aid Pending:</b>	N/A

### 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 18, 2024, MassHealth informed the appellant that as of March 4, 2024, her daughter was eligible for MassHealth CommonHealth with a premium of \$282 per month which she would need to pay beginning in July 2024. (See 130 CMR 506.011 and Exhibit (Ex.) 1). The appellant filed this appeal in a timely manner on August 2, 2024. (See 130 CMR 610.015(B) and Ex. 2). Any MassHealth action concerning the assessment and billing of premiums is valid grounds for appeal. (See 130 CMR 610.032).

Subsequently, MassHealth issued a notice on August 8, 2024 informing the appellant that it was terminating her daughter from CommonHealth for non-payment of the premium. (Ex. 10, p. 10). Then, on August 9, 2024, MassHealth notified the appellant that her daughter was eligible for MassHealth CommonHealth starting on July 29, 2024 with a premium of \$282 beginning in September 2024. (Ex. 10, pp. 7-9). Finally, on August 19, 2024, MassHealth issued a notice stating MassHealth was ending the appellant's daughter's coverage by September 2, 2024 because the appellant withdrew her daughter from CommonHealth. (See 130 CMR 502.009; Ex. 10, p. 6).

## **Action Taken by MassHealth**

MassHealth approved the appellant's daughter for MassHealth CommonHealth with a monthly premium, terminated the appellant for non-payment of the premium, and reinstated the appellant's daughter's coverage with a monthly premium before the appellant withdrew her daughter from coverage.

## **Issue**

The appeal issue is whether the appellant was responsible for paying past due premiums incurred prior to withdrawing her daughter from MassHealth.

## **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's household consists of four members. (Testimony; Ex. 1; Ex. 10, pp. 7-9; 11-13; 14-16). On June 18, 2024, the appellant reported gross monthly income (GMI) of \$12,465, consisting of the appellant's \$1,200 per month in Social Security benefits, and her spouse's weekly earned income of \$2,600. (Testimony). The reported GMI translated to 485.61% of the Federal Poverty Level (FPL). (Testimony; Ex. 1; Ex. 10, pp. 11-13). By notice dated June 18, 2024, MassHealth determined the appellant's daughter was eligible for MassHealth CommonHealth with a monthly premium of \$282 starting in July 2024. (Testimony; Ex. 1; Ex. 10, pp. 11-13). On August 19, 2024, the appellant requested that MassHealth cancel her daughter's coverage. (Testimony; Ex. 10, p. 6).

The Premium Billing representative testified next and presented the following evidence. By notice dated March 14, 2024, MassHealth informed the appellant that it was downgrading her daughter's MassHealth coverage from MassHealth Standard to CommonHealth. (Testimony; Ex. 3; Ex. 10, pp. 14-16). The March 14, 2024, notice states that the daughter's CommonHealth would start on March 4, 2024, and the appellant would be required to pay a monthly premium of \$272 beginning in April 2024. (Testimony; Ex. 3; Ex. 10, pp. 14-16). Calculation of the premium was based on the household income being equivalent to 474.45% of the FPL for a household of four. (Testimony; Ex. 10, p. 16). From April through June 2024 MassHealth billed the appellant premiums of \$272 per month, for a total of \$816. (Testimony; Ex. 10, p. 17). On June 18, 2024, MassHealth notified the appellant that her daughter's premium would increase to \$282 starting in July 2024 and the appellant was billed that amount for July 2024. (Testimony; Ex. 1; Ex. 10, pp. 11-13). MassHealth issued invoices for the premiums on the 21<sup>st</sup> of April, May, June, and July 2024, but received no premium payments. (Testimony; Ex. 10, p. 17). On August 8, 2024, MassHealth sent the appellant a notice stating that her daughter's coverage would be terminated due to past due premium payments. (Testimony; Ex. 10, p. 10).

The Premium Billing representative stated that after MassHealth sent the August 8, 2024 notice, the appellant contacted the Premium Billing Unit requesting an 18-month payment plan to address the past-due balances. (Testimony). The payment plan, to which she agreed, requires the appellant to make monthly payments of \$45 for the first 17 months, starting in August 2024, followed by a final payment of \$51 in the 18th and final month. (Testimony; Ex. 10, pp. 17-18). The Premium Billing representative stated that the appellant was informed that if any payments were missed, MassHealth would reverse the plan. (Testimony; Ex. 10, pp. 17-18). On August 9, 2024, MassHealth sent the appellant a notice stating that her daughter was approved for CommonHealth with a monthly premium of \$272 starting in September 2024, but, as the MassHealth representative testified, the appellant withdrew her daughter from MassHealth on August 19, 2024. (Testimony; Ex. 10, pp. 7-9, 6). The only monies currently owed are those agreed to in the repayment plan totaling \$816. (Testimony; Ex. 10, pp. 17-18). The Premium Billing Unit waived the July and August 2024 premiums because the appellant's withdrawal occurred within 60 days of the June 18, 2024 notice that redetermined the premium amount for those months. (Testimony; Ex. 1; Ex. 10, pp. 11-13).

The appellant stated the following. The appellant asserted that she had not received any of the premium invoices. (Testimony). The appellant claimed that MassHealth was sending them to one of her old mailing addresses. (Testimony). The appellant stated that despite calling MassHealth multiple times to update her address, she continued to receive communications at the old address and the appellant was frustrated by this. (Testimony). The appellant stressed that had she received these premium bills, she would have canceled her daughter's coverage immediately because her husband's employer offered a more affordable family plan. (Testimony).

The appellant also stated that the information she received from MassHealth customer service representatives was inconsistent with other information she has received when talking to representatives from the MECs. (Testimony). During a call regarding her other daughter's coverage, the MassHealth customer service representative advised her that she could simply let that daughter's coverage lapse if she did not want it, which the appellant later learned was untrue. (Testimony). This led to her misunderstanding the necessity of actively canceling the coverage for her daughter to avoid that obligation to pay the premium. (Testimony).

In answer to a question from the hearing officer, the Premium Billing representative stated that the Premium Billing Unit sent all the premium invoices to what the appellant confirmed was her present address. (Testimony). The MassHealth notices dated March 14, June 18, August 8, August 9, and August 19, 2024, were also sent to this address. (Ex. 1; Ex. 10, pp. 6, 7, 10, 11, 14).

## **Findings of Fact**

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

1. The appellant's household consists of four members. (Testimony; Ex. 1; Ex. 10, pp. 7-9; 11-13; 14-16).

2. By notice dated March 14, 2024, MassHealth informed the appellant that it was downgrading her daughter's MassHealth coverage from MassHealth Standard to CommonHealth. (Testimony; Ex. 3; Ex. 10, pp. 14-16).
3. The March 14, 2024 notice stated that the daughter's CommonHealth would start on March 4, 2024, and the appellant would be required to pay a monthly premium of \$272 beginning in April 2024. (Testimony; Ex. 3; Ex. 10, pp. 14-16).
4. Calculation of the premium was based on the household income being equivalent to 474.45% of the FPL for a household of four. (Testimony; Ex. 10, p. 16).
5. From April through June 2024, MassHealth billed the appellant premiums of \$272 per month totaling \$816. (Testimony; Ex. 10, p. 17).
6. By notice dated June 18, 2024, MassHealth determined the appellant's daughter was eligible for MassHealth CommonHealth with a monthly premium of \$282 starting in July 2024. (Testimony; Ex. 1; Ex. 10, pp. 11-13).
7. The appellant reported GMI of \$12,465, consisting of the appellant's \$1,200 per month in Social Security benefits, and her spouse's weekly earned income of \$2,600, translating to 485.61% of the FPL for a family of four. (Testimony; Ex. 1; Ex. 10, pp. 11-13).
8. On August 8, 2024, MassHealth sent the appellant a notice stating that her daughter's coverage would be terminated due to past due premium payments. (Testimony; Ex. 10, p. 10).
9. After MassHealth sent the August 8, 2024 notice, the appellant contacted the Premium Billing Unit to request an 18-month payment plan to address the past-due balances. (Testimony).
10. The payment plan, to which the appellant agreed, requires the appellant to make monthly payments of \$45 for the first 17 months, starting in August 2024, followed by a final payment of \$51 in the 18<sup>th</sup> and final month. (Testimony; Ex. 10, pp. 17-18).
11. The total balance of the repayment agreement is \$816. (Testimony; Ex. 10, pp. 17-18).
12. On August 9, 2024, MassHealth sent the appellant a notice stating that her daughter was approved for CommonHealth with a monthly premium of \$272 starting in September 2024. (Testimony; Ex. 10, pp. 7-9).
13. On August 19, 2024, the appellant requested that MassHealth cancel her daughter's coverage. (Testimony; Ex. 10, p. 6).
14. The Premium Billing Unit waived the July and August 2024 premiums because the

appellant's withdrawal occurred within 60 days of the June 18 notice that redetermined the premium amount for those months. (Testimony; Ex. 1; Ex. 10, pp. 11-13).

15. All the premium invoices and the MassHealth notices dated March 14, 2024; June 18, 2024; August 8, 2024; August 9, 2024; and August 19, 2024 were sent to the appellant's current address.

## **Analysis and Conclusions of Law**

MassHealth may charge a monthly premium to members with MassHealth CommonHealth who have income above 150% of the FPL. (130 CMR 506.011). 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. (130 CMR 506.012(D)(1)). The member will be sent a notice of termination before the date of termination. (Id.). If a member wishes to voluntarily withdraw from receiving MassHealth coverage, it is the member's responsibility to notify MassHealth of their intention by telephone, in writing, or online. (130 CMR 506.011(H)). Coverage may continue through the end of the calendar month of withdrawal. (Id.). The member is responsible for the payment of all premiums up to and including the calendar month of withdrawal, unless the request for voluntary withdrawal is made by telephone, in writing, or online within 60 calendar days from the date of the eligibility notice and premium notification, in which case the premiums are waived. (Id.).

The appellant testified that she did not receive some or all of the notices and premium invoices issued from March 2024 onward, alleging that MassHealth sent them to a previous address. The record, however, does not substantiate this claim. All MassHealth notices in the record were sent to an address that the appellant confirmed as her current street address. Additionally, the Premium Billing representative testified that the invoices the Premium Billing Unit issued were sent to the same address.

The appellant also alleged that MassHealth customer service informed her that she did not need to withdraw from coverage and that she could simply let the coverage lapse without incurring any obligation to pay the premiums. The appellant's testimony concerning this interaction, however, in the absence of other substantiating evidence is insufficient to give this allegation any weight. The regulations, as well as the notices MassHealth sent to the appellant, are clear concerning the appellant's obligations under the circumstances.

By notice dated March 14, 2024, MassHealth informed the appellant that her daughter was eligible for CommonHealth.<sup>1</sup> By the same notice, MassHealth informed the appellant that she

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<sup>1</sup> The appellant's appeal, which BOH received on August 2, 2024, was not timely for the purposes of contesting the validity of this notice since it was not received within 60 days of the date of the notice

would be charged a monthly premium of \$272.00 starting in April 2024, the calendar month following the eligibility determination. MassHealth then billed the appellant for premiums in April, May, and June 2024. MassHealth did not receive payment for any of these bills. On August 8, 2024, more than 60 days after the MassHealth issued the premium bills for April and May, it notified the appellant that it was terminating her daughter's CommonHealth eligibility due to non-payment of the premium. The appellant entered into a payment plan with MassHealth with regard to the April, May, and June 2024 premiums and then, on August 19, 2024, the appellant voluntarily withdrew her daughter from MassHealth. Because the appellant requested the voluntary withdrawal from MassHealth more than 60 days after the March 14, 2024, eligibility determination, the appellant is responsible for paying April, May, and June, 2024 premiums. The appeal is DENIED as to this issue.

The appellant's voluntary withdrawal was less than 60 days after the June 18, 2024 notice, and therefore MassHealth determined she is not responsible for any premiums billed from July 2024 onward. MassHealth has waived the premiums for July and August, 2024. Because MassHealth waived the premiums for July and August 2024, the appeal of the June 18, 2024 notice is DISMISSED as the issue resolved in favor of the appellant. (130 CMR 610.035).

Because the appellant entered into a premium payment plan with MassHealth, the appeal with regard to the termination for failure to pay notice dated August 8, 2024 could have been approved, with the contingency that the appellant continue to make payments on the payment plan. However, based on the testimony at the hearing, and the appellant's subsequent call to MassHealth to voluntarily end her daughter's CommonHealth coverage, it is clear that the appellant does not wish for her daughter's CommonHealth to be reinstated. Accordingly, the appeals of the August 8, 2024 and August 19, 2024 notices are DISMISSED. (130 CMR 610.035).

## **Order for MassHealth**

None.

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(plus five days) as required in the regulations. (See 130 CMR 610.015(B)(1)). The notice is being mentioned here for the purpose of establishing that MassHealth had determined that the appellant was required to pay a premium, the amount of the premium, and the date that the appellant would need to begin paying that premium.

## 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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Scott Bernard  
Hearing Officer  
Board of Hearings

Cc:

Dori Mathieu, Springfield MassHealth Enrollment Center, 88 Industry Avenue, Springfield, MA 01104, 413-785-4186

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