

Office of Medicaid BOARD OF HEARINGS

Appellant Name and Address:



Appeal Decision:	Approved in part; Denied in part	Appeal Number:	2500777
Decision Date:	04/08/2025	Hearing Date:	02/13/2025
Hearing Officer:	Scott Bernard		

Appearance for Appellant:



Appearances for MassHealth:

Sunnatra Som (Tewksbury 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:	Approved in part; Denied in part	Issue:	Premium Billing
Decision Date:	04/08/2025	Hearing Date:	02/13/2025
MassHealth's Reps.:	Sunnatra Som; Carmen Fabery	Appellant's Rep.:	██████
Hearing Location:	Tewksbury 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 December 30, 2024, MassHealth informed the appellant that it had automatically renewed her son's eligibility for MassHealth CommonHealth with a premium of \$965.60 per month starting in January 2025. (See 130 CMR 506.011 and Exhibit (Ex.) 1; Ex. 5, pp. 8-9). Through a notice dated January 2, 2025, MassHealth notified the appellant that it was terminating her son's MassHealth CommonHealth on January 16, 2025 because she withdrew the application. (See 130 CMR 506.011(D), (E)(2); Exhibit (Ex.) 5, p. 7). The appellant filed this appeal in a timely manner on January 10, 2025. (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).

Action Taken by MassHealth

MassHealth automatically renewed the appellant's son's MassHealth CommonHealth with a monthly premium beginning January 2025, and then ended that coverage after the appellant withdrew her son from coverage in January 2025.

Issue

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

Summary of Evidence

A benefits eligibility representative from the Tewksbury MassHealth Enrollment Center (MEC), a MassHealth Premium Billing Research Specialist, and the appellant attended the hearing by telephone.

The MassHealth representative testified first to the following. The appellant lives in a household of five, which includes the appellant, her spouse, two of her children, and her nephew. (Testimony). The appellant's son, a member of the household who is under the age of 19 years old and is disabled, was a recipient of MassHealth CommonHealth from September 21, 2018 through August 16, 2023. (Testimony; Ex. 3). MassHealth notified the appellant on August 2, 2023 that it was terminating her son's coverage because she "...did not complete the annual eligibility renewal within the allowed time and we were not able to renew coverage based on available federal and state data sources. If the [appellant] completes the annual eligibility renewal within 90 days from the coverage ending date below, we will reconsider their eligibility. 130 CMR 502.007(C)(2)." (Ex. 6).

The appellant's nephew, who is also living in the appellant's household and is under 19 years old, was receiving MassHealth Standard. (Testimony). The MassHealth representative stated that the appellant contacted MassHealth on December 27, 2023 and renewed her son's eligibility for MassHealth CommonHealth and MassHealth successfully processed that renewal. (Testimony). Although MassHealth processed the son's renewal successfully, MassHealth needed the appellant to submit updated household income information and sent her a letter requesting that she submit that information by March 26, 2024. (Testimony). MassHealth did not receive updated income information from the household by March 26, 2024. (Testimony). After the deadline passed, MassHealth was able to use data from the federal hub to update the appellant's household income information. (Testimony). The federal hub indicated the household had income equivalent to 1,130.94% of the federal poverty level (FPL) and this amount was used to calculate the son's premium. (Testimony; Ex. 5, pp. 11-13). Based on this information, MassHealth issued a notice on April 4, 2024 informing the appellant that her son was eligible for MassHealth CommonHealth starting December 17, 2023, with a monthly premium of \$965.60, beginning May 2024. (Testimony; Ex. 5, pp. 11-13).

On December 30, 2024, MassHealth automatically renewed the appellant's son's coverage with a premium of \$965.60 beginning in January 2025. (Testimony; Ex. 1; Ex. 5, pp. 8-9). The appellant withdrew her son from MassHealth and MassHealth issued a letter January 2, 2025 confirming this and stating the coverage would end on January 16, 2025. (Testimony; Ex. 5, p. 7).

The Premium Billing representative testified next. She explained that the role of the Premium Billing Unit was not determining eligibility or calculating the premium amounts. (Testimony). Rather, the Premium Billing Unit manages the invoices for the premiums (in addition to other duties not relevant to this appeal). (Testimony). On April 4, 2024, MassHealth notified the appellant that her son was eligible for MassHealth CommonHealth with a \$965.60 monthly premium starting in May 2024. (Testimony; Ex. 5, pp. 11-19). The Premium Billing Unit billed the appellant \$965.60 per month in May, June, and July 2024. (Testimony; Ex. 5, p. 15). The Premium Billing representative stated that MassHealth terminated the appellant's son's coverage on July 31, 2024, due to nonpayment of premiums but did not generate a termination notice at that time. (Testimony). MassHealth continued billing the appellant for premiums in August 2024 and thereafter. (Testimony; Ex. 5, p. 15). On December 30, 2024, MassHealth automatically renewed the son's MassHealth CommonHealth with the same \$965.60 premium starting in January 2025. (Testimony; Ex. 1; Ex. 5, pp. 8-9). The appellant owes a total of \$7,724.80 for premiums billed from May 2024 through January 2025. (Testimony; Ex. 5, p. 15). The Premium Billing representative confirmed that the appellant withdrew her son from the CommonHealth coverage on January 2, 2025. (Testimony).

The appellant testified next, stating the following. The appellant denied renewing her son's CommonHealth in December 2023. (Testimony). The appellant stated that she was already aware that the combined household income meant that no one in the household, other than her nephew, were eligible for MassHealth benefits. (Testimony). The appellant confirmed that in December 2023 she contacted MassHealth on behalf of her nephew to renew his MassHealth coverage. (Testimony). The appellant's nephew lives in the appellant's household but is eligible for MassHealth Standard as a minor living alone without his parents. (Testimony). MassHealth renewed the nephew's MassHealth Standard. (Testimony). The appellant was not sure why this process triggered a review of her son's eligibility, because she did not submit a renewal for him. (Testimony).

The appellant continued by stating that during the COVID emergency her son did receive CommonHealth. (Testimony; Ex. 3). At that time, premiums were suspended. (Testimony). The appellant stated that after the COVID emergency ended, they were assessed a premium but could not afford to pay that premium. (Testimony). The appellant stated that they canceled their son's coverage in 2023. (Testimony). The appellant had not received any notices about the premiums until some point in 2024. (Testimony).

The appellant stated that from 2023 and into 2024 she and her family had to travel out of the country to attend to her sick father. (Testimony). The appellant and her family were in Egypt for a few months attending to her father until he passed away. (Testimony). During that time she did not receive any of her mail. (Testimony). When she returned to the United States, she saw a notice from MassHealth stating that they owed over \$5,000. (Testimony). She felt like this whole process was triggered without her request, and she was unaware of the premiums. (Testimony).

Findings of Fact

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

1. The appellant lives in a household of five, which includes three children and two adults. (Testimony).
2. The appellant's son, a member of the household who is under the age of 19 years old and is disabled, was a recipient of MassHealth CommonHealth from September 21, 2018 through August 16, 2023. (Testimony; Ex. 3).
3. On August 2, 2023, MassHealth notified the appellant that it was terminating her son's coverage because she "...did not complete the annual eligibility renewal within the allowed time and we were not able to renew coverage based on available federal and state data sources. If the [appellant] completes the annual eligibility renewal within 90 days from the coverage ending date below, we will reconsider their eligibility. 130 CMR 502.007(C)(2).” (Ex. 6).
4. On December 27, 2023, the appellant contacted MassHealth in order to either renew her nephew's MassHealth eligibility and/or renew her son's eligibility for MassHealth CommonHealth. (Testimony).
5. As a result of contacting MassHealth, MassHealth was able to successfully process the son's CommonHealth renewal. (Testimony).
6. MassHealth also sent the appellant a letter requesting that she submit updated proof of the household's income by March 26, 2024. (Testimony).
7. The requested information was not provided by the household by March 26, 2024. (Testimony).
8. After the deadline passed, MassHealth used the federal hub to get the appellant's household income information. (Testimony).
9. The federal hub indicated the household had income equivalent to 1,130.94% of the FPL. (Testimony; Ex. 1; Ex. 5, pp. 11-13).
10. Based on this information, MassHealth issued a notice on April 4, 2024 informing the appellant that her son was eligible for MassHealth CommonHealth starting December 17, 2023, with a monthly premium of \$965.60, beginning May 2024. (Testimony; Ex. 5, pp. 11-13).
11. The Premium Billing Unit billed the appellant \$965.60 per month in May, June, and July 2024. (Testimony; Ex. 5, p. 15).

12. MassHealth terminated the appellant's son's coverage on July 31, 2024, due to nonpayment of the May, June, and July premiums but did not generate a termination notice at that time. (Testimony).
13. MassHealth continued billing the appellant for premiums from August 2024 and thereafter. (Testimony; Ex. 5, p. 15).
14. On December 30, 2024, MassHealth automatically renewed the appellant's son's coverage with a premium of \$965.60 beginning in January 2025. (Testimony; Ex. 1; Ex. 5, pp. 8-9).
15. The appellant withdrew her son from the CommonHealth coverage on January 2, 2025. (Testimony).
16. MassHealth issued a letter January 2, 2025 confirming this and stating the coverage would end on January 16, 2025. (Testimony; Ex. 5, p. 7).
17. MassHealth has billed the appellant a total of \$7,724.80 in premiums from May 2024 to January 2025. (Testimony; Ex. 5, p. 15).

Analysis and Conclusions of Law

MassHealth may charge a monthly premium to members with MassHealth Standard, CommonHealth, or Family Assistance who have income above 150% of the federal poverty level. (130 CMR 506.011). For children younger than 19 years old with household income above 1000% of the FPL, the CommonHealth premium is determined by starting at \$928 and adding \$16 for each additional 10% of the household income that is above 1000%. (130 CMR 506.011(B)(2)(b)). For children with household income above 1,000% of the FPL and other health insurance, the supplemental premium is 85% of the full premium. (130 CMR 506.011(B)(2)(c)).

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 506.011(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 in 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.).

On April 4, 2024, MassHealth notified the appellant that her minor son had been approved for CommonHealth, with a monthly premium of \$965.60 starting May 2024. That calculation was based on the household having income equal to 1,130.94% of the FPL, a figure reported through a data match with the federal hub. Based on this figure, the full premium was \$1,136 ($\$928 + (\$16 \times 13 =) \208). Thus, the supplemental premium, the amount actually billed, was 85% of \$1,136, which was \$965.60. MassHealth sent the April 4 notice to the same address used on the December 30 notice the appellant appealed and there is generally a strong presumption that she received the notice and was aware of her responsibility to pay any monthly premiums MassHealth might bill from May 2024 forward.

The appellant did testify that in 2023 and into 2024 her family was out of the country caring for her sick father, but did not specify or provide a more approximate estimate for the dates that they left or returned. In any case, despite this, the regulations do state that members must report any changes affecting eligibility to MassHealth within ten days or as soon as possible. (130 CMR 501.010(B)). Presumably, this also means that a member (or someone, such as the appellant, assisting a member who is living in the household, such as the nephew) remains responsible for notices MassHealth may send while out of the country for an extended period of time. It may be true that the appellant was not aware that MassHealth had approved her son for coverage but could have (and should have) made arrangements to make MassHealth aware of the fact that she and her family would be out of the country for an extended period of time.

The appellant was therefore responsible for paying the premium beginning in May 2024. The record shows that MassHealth did, in fact, issue bills for premiums in May, June, and July and the appellant did not submit premium payments for those premiums. The Premium Billing representative testified that the son's case was "terminated" in July 2024, although no termination issued as a result. This would be about 60 days after MassHealth billed the appellant for the first premium payment, which she did not pay. Based on the regulations, MassHealth should have terminated the son's eligibility for CommonHealth within 60 days of the date on the first bill, if full payment had not been received by such date. No such notice issued, however. As a matter of course, the next notice MassHealth issued was to notify the appellant that her son was redetermined eligible for CommonHealth. The appellant should not be held responsible for paying any premium billed from August 2024 onward.

Regarding the premiums, the appellant is responsible for the premiums billed in May, June and July 2024 for a total of \$2,896.80.

For the above reasons, the appeal is APPROVED IN PART and DENIED IN PART.

Order for MassHealth

Rescind premium bills from August 2024 onwards; determine the appellant owes a total of \$2,896.80 in unpaid premiums.

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.

Scott Bernard
Hearing Officer
Board of Hearings

Sylvia Tiar, Tewksbury MassHealth Enrollment Center, 367 East Street, Tewksbury, MA 01876-1957