

# Office of Medicaid BOARD OF HEARINGS

**Appellant Name and Address:**



<b>Appeal Decision:</b>	Denied in part	<b>Appeal Number:</b>	2501495
<b>Decision Date:</b>	5/5/2025	<b>Hearing Date:</b>	02/26/2025
<b>Hearing Officer:</b>	Casey Groff	<b>Record Closed:</b>	03/14/2025

**Appearance for Appellant:**

*Pro se*

**Appearance for MassHealth:**

Jennifer Duffy, Benefits and Eligibility  
Representative, Tewksbury MEC;  
Carmen Fabery, Business Analyst, 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

<b>Appeal Decision:</b>	Denied in part	<b>Issue:</b>	Premium Billing
<b>Decision Date:</b>	5/5/2025	<b>Hearing Date:</b>	02/26/2025
<b>MassHealth's Rep.:</b>	Jennifer Duffy; Carmen Fabery	<b>Appellant's Rep.:</b>	<i>Pro se</i>
<b>Hearing Location:</b>	Board of Hearings, Remote	<b>Aid Pending:</b>	No

### Authority

This hearing was conducted pursuant to Massachusetts General Laws Chapter 118E, Chapter 30A, and the rules and regulations promulgated thereunder.

### Jurisdiction

Through two notices dated 1/21/25, MassHealth informed Appellant that her minor children were ineligible for MassHealth benefits due to past-due premiums. *See* Exhs. 2 and 3; 130 CMR 506.011(D). <sup>1</sup> Appellant filed this appeal in a timely manner on 1/23/25. *See* 130 CMR 610.015(B) and Exhibit 4. Denial of assistance is valid grounds for appeal. *See* 130 CMR 610.032. A hearing on the matter was held on 02/26/25. *See* Exh. 6. At the conclusion of the hearing, the record remained open until 3/14/25 for additional evidence. *See* Exhs. 8-11.

### Action Taken by MassHealth

MassHealth determined that Appellant's two minor children were ineligible for MassHealth benefits because they had outstanding premium charges on their account.

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<sup>1</sup> MassHealth issued a third notice to Appellant's adult child on this date. Because the daughter was over the age of 18, Appellant was unable to appeal on her behalf without having her express authorization. As such, the appeal was scheduled with respect to the notices Appellant received pertaining to her two minor children.

## Issue

The appeal issue is whether MassHealth was correct in determining that Appellant's minor children were ineligible for benefits due to having past-due premiums on their account.

## Summary of Evidence

At the hearing, a benefits and eligibility representative appeared on behalf of MassHealth and testified to the following: Appellant is between the ages of 21 and 64 and is in a household size of four, including her three children, all of whom are her tax dependents.<sup>2</sup> Two of her children are minors and her oldest child is over the age of 18. Appellant's modified adjusted gross income (MAGI) places her household at 216.05% of the federal poverty level (FPL). See Exh. 1. For background, the MassHealth eligibility representative testified that on 12/5/23, MassHealth issued three notices informing Appellant that her children were approved for Family Assistance (FA) benefits effective 11/24/23. See Exhs. 9(c) and 9(d). Each approval notice advised Appellant that she "must pay a monthly premium (a fee) to MassHealth" for her children's FA coverage, and that she would "get a bill for \$60.00 each month starting in January 2024." *Id.* In addition, the notices contained the following language:

If you are required to pay a MassHealth premium, you must pay the premium on time so these benefits do not end. If you do not want to pay the premium, you must tell us to cancel your benefits within 60 days from the date you were notified of a new or changed premium. If you do not cancel your benefits by that date, you will need to pay any premium bills you get.

The MassHealth representative explained that although the children were over the income limit to qualify for Standard, they were eligible FA because their household income remained under 300% of the FPL. Under MassHealth program rules, members enrolled in FA are subject to a monthly premium based on where they fall on the FPL scale. With an FPL of 216%, MassHealth appropriately calculated a \$60 per month premium for the household.

The MassHealth eligibility representative testified that on 3/18/24, an administrative closure was placed on Appellant's account for failure to pay past-due premiums; however, the children's benefits remained active because they were receiving a one year continuous eligibility protection that was not set to expire until 1/2/25.

A review of the three approval notices sent on 12/5/23 show that the letters were addressed to

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<sup>2</sup> As indicated in FN 1, above, one of Appellant's three children is a young adult, i.e., over the age of 18. As such, this appeal only pertains to the notices issued on behalf of Appellant's two minor children. This decision does, however, reference aspects of the adult child's eligibility to the extent it is relevant to provide context on the issues in this case.

each child “c/o [Appellant]” at her [REDACTED] address, which, for confidentiality purposes, will hereinafter be referred to as “Address #1”. See Exh. 9(b)-(c). During the hearing, the MassHealth eligibility representative reviewed the updates, entries, and notices generated from Appellant’s HIX account between December of 2023 through present. She testified that Address #1 was the only address on file listed for Appellant until it was changed on 6/17/24 by a MassHealth “back-end user” to a [REDACTED] address (hereinafter referred to as “Address #2”). It was subsequently updated by Appellant on 1/21/25 when she reported that her address was located in [REDACTED] (“Address #3”).

Through the record open period, the eligibility representative submitted copies of notices generated from Appellant’s HIX account that were sent to Address #2. See Exh. 11(a)-(c). These included a 6/17/24 request to verify residency, a 10/19/24 autorenewal notice, and two letters dated 1/2/25 issued to Appellant on behalf of her minor children, indicating that their FA coverage would end on 1/16/25 because they had “been getting benefits based on MassHealth’s continuous coverage rules” and that records now show they “no longer [meet] these rules as they are described in Massachusetts regulation 130 CMR 505.000: MassHealth: *Coverage Types*.” See Exh. 11(a).

Records show that on 1/21/25, Appellant contacted MassHealth, during which she provided updated income information and changed her address to Address #3. Because Appellant still had the closure on the account for past-due premiums, her children were not eligible to resume their FA benefits. Accordingly, MassHealth issued two notices, dated 1/21/25, informing Appellant that her minor children were ineligible for benefits because they had past-due premiums on their account. See Exhs. 2 and 3.

A representative from MassHealth Premium Billing (PB) unit appeared at the hearing. Through oral testimony and documentation submitted during and after the hearing, the PB representative presented the following information: After Appellant’s children had been approved for FA coverage, MassHealth PB began sending Appellant invoices for the \$60 monthly premium starting in January 2024. Copies of the invoices show that bills for January, February, March, April, and May 2024 were sent to Address #1. See Exh. 10(a)-(e). Each invoice billed Appellant for the current monthly premium of \$60 as well as any past-due balance. *Id.* The invoices advised Appellant that she needed to address the overdue premiums to avoid interruption in coverage, which could be done by contacting MassHealth to set up a payment plan or applying for a hardship waiver. *Id.*

A review of the June 2024 premium shows that PB sent the invoice to Appellant at Address #3. See Exh. 10(f). By that time, Appellant had incurred \$360 in premium charges, none of which had been paid. *Id.* Through a separate letter dated 6/10/24, also addressed to Appellant at Address #3, PB informed Appellant that her “MassHealth account is 120 days past due and it is now delinquent for failure to pay premiums.” *Id.* The notice advised Appellant that to avoid collection efforts, she should contact MassHealth if she needed more information about her premium bill, wanted to start a payment plan, or wanted to apply for a hardship waiver. *Id.* A review of the remaining

invoices indicates that June 2024 was the only month that Appellant received any PB correspondence to Address #3. From July 2024 through January 2025, all premium bills were sent to Appellant at Address #2. See Exhs. 10(g)-(m). The last invoice, from January 2025, shows that none of the premium charges, which totaled \$780, had been paid. See Exh. 10(m). PB testified that as of the hearing date the full \$780 balance remained outstanding. The PB representative explained that the administrative closure could be lifted as soon as Appellant either paid the entire \$780 balance or agreed to enter into a payment plan, which could be as low as \$43.33 per month plus the current premium charge.

The PB representative also provided additional information regarding the events that prompted the address change on 6/17/24. She explained that PB uses a fulfillment vendor to generate reports of any heads of household who have reported a move with the United States Postal Service (USPS). These files are transmitted through the Business Support Services (BSS) project and ultimately processed as a work item for PB staff to conduct member outreach and verify the correct address. The PB representative explained that on 6/15/24, the BSS project was notified that Appellant had moved. On 6/17/25, an assigned PB worker purportedly contacted Appellant using a cell phone number listed in her MMIS account. Notes from the call indicate that “an interpreter was needed because the person who answered the call was unable to speak English.” See Exh. 10. The recipient of the call provided Address #2 as their current address and PB updated all MassHealth systems accordingly. *Id.*

Appellant testified that she never received notice that she owed a premium for her children’s MassHealth coverage. Appellant testified that she did not find out that her children’s FA benefits ended until a provider informed her of this fact during her child’s doctor appointment in late January 2025. When she then called MassHealth on 1/21/25, Appellant was informed that all correspondence had been going to Address #2. Appellant testified that she never lived at Address #2 and does not know anyone associated with that address. She testified that she does not even know the city where Address #2 is located. Appellant testified that she was living at Address #1 in December of 2023 – when her kids were first approved for FA. However, she did not recall having ever received notice that their coverage was subject to a premium, nor did she ever receive premium invoices at that address or any address thereafter. She never owed a premium for MassHealth coverage in the past and believed her children were covered at no cost. Appellant testified that if she had been aware of a premium, she would have paid it.

Appellant testified that she moved from Address #1 to Address #3 on 4/27/24. Shortly thereafter, Appellant informed MassHealth that she moved to Address #3. She admitted that although she placed the update after the 10-day reporting period, she would have certainly contacted MassHealth no later than late May or early June 2024. Appellant expressed her concern that despite having made affirmative steps to update her account, her information was subsequently changed improperly and without her permission. Appellant denied ever having the phone number that PB used to place the call on 6/17/24. As a result of the incorrect change in address, she did not receive any MassHealth notices from June 2024 and after, including any advance notice that

her children's benefits would be ending.

A review of the information on Appellant's MMIS account indicates that her primary spoken and written language is "English." Exh. 12.

Appellant did not dispute that her income places her at 216% of the FPL. She also did not object to having to pay \$60 for future monthly premiums in order to resume her children's coverage. She did, however, argue that she should not have to pay premiums for which she was never notified, especially the ones that were billed to an incorrect address. Appellant testified that she has less than \$20 in her bank account and cannot afford \$780 in back payments. Appellant declined entering a payment plan stating that she would be unable to afford both a current premium and a portion of the outstanding balance, which, for reasons she previously stated, she should not be obligated to pay.

## Findings of Fact

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

1. Appellant is between the ages of 21 and 64 and is in a household size of four, including her three children, all of whom are tax dependents; her income places her household at 216.05% of the FPL. (Testimony).
2. On 12/5/23, MassHealth issued three notices addressed to Appellant at Address #1 informing her that her children were approved for FA benefits effective 11/24/23 and that she owed a monthly premium of \$60 for their coverage, starting January 2024. (Exhs. 9(b)-(d)).
3. For the months of January, February, March, April, and May 2024, MassHealth PB sent Appellant premium invoices to Address #1. (Exhs. 10(a)-(e)).
4. On 3/18/24, an administrative closure was placed on Appellant's account for failure to pay past-due premiums; however, the children's benefits remained active because they were receiving continuous eligibility through 1/2/25. (Testimony).
5. Appellant moved from Address #1 to Address #3 on 4/27/24. (Testimony).
6. At some point before 6/10/24, Appellant's address was updated to her correct new address - Address #3 - such that a 6/10/24 notice of delinquent premium payment and her June 2024 premium invoice were sent to Address #3. (Exh. 10(f)).
7. On 6/17/24 a MassHealth PB "back-end user" changed Appellant's address to Address

#2 after receiving notice of an update change through USPS; however, this was not Appellant's correct address. (Testimony; Exh. 10).

8. From July 2024 through January 2025, all premium bills were sent to Appellant at Address #2. (Exhs. 10(g)-(m)).
9. Appellant has a total unpaid balance of \$780 for the premiums charged between January 2024-January 2025. (Exh. 10(m)).
10. On 1/2/25 MassHealth issued two letters to Appellant at Address #2 stating that her minor children's coverage would end on 1/16/25 because they had "been getting benefits based on MassHealth's continuous coverage rules" and that records now show they "no longer [meet] these rules as they are described in Massachusetts regulation 130 CMR 505.000: MassHealth: *Coverage Types*." (Exh. 11(a)).
11. Appellant did not receive the 1/2/25 termination notices.
12. As of the hearing date on 2/16/25, no payments had been made to Appellant's account and the total balance of \$780 remained outstanding.

## Analysis and Conclusions of Law

The issue on appeal is whether MassHealth correctly determined that Appellant's minor children were ineligible for MassHealth benefits due to having outstanding premiums on their account totaling \$780. 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).

MassHealth's authority to charge premiums is found in 130 CMR 506.011. Under this regulation, MassHealth may impose premiums for members receiving MassHealth Standard, CommonHealth, or Family Assistance (FA) 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).<sup>3</sup> The premium formula for children enrolled in FA is based on the household size, modified adjusted gross income (MAGI), and the premium billing family group (PFBG) rules. *See* 130 CMR 506.011(B)(3). According to the formula, a household between 200% - 250% of the FPL, like Appellant's, is subject to a monthly premium cost of \$20 per child with a cap of \$60 per PFBG household. *Id.*

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<sup>3</sup> 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)).

In accordance with these rules, MassHealth appropriately notified Appellant on 12/5/23 that she would be receiving a monthly bill of \$60 for the premiums associated with her children's FA coverage starting January 2024. The evidence shows that the 12/5/23 notices, as well as the initial premium invoices issued in January, February, March, April, and May of 2024 were correctly sent to Appellant at Address #1 – the only address MassHealth had on file at that time and where Appellant admittedly lived through 4/27/24. In addition, Appellant testified that in late May/ early June, she informed MassHealth that she moved from Address #1 to Address #3. Corroborating her testimony is MassHealth's June 2024 invoice, as well as a 6/10/24 notice of overdue balance, both of which were mailed to Appellant at Address #3. See Exh. 10(f). Therefore, Appellant should have also received the June 2024 invoice showing she now owed \$380 in past-due premiums. *Id.* Appellant's claim that she should not have to pay the outstanding premium balance because she was unaware of her premium obligation, is unavailing. Any error by MassHealth in updating Appellant's address on 6/17/24 (an issue addressed separately below), does not negate the fact all prior correspondence, including the 12/2023 premium notices and the first six invoices, were properly sent to Appellant at her correct address(es). Given that MassHealth adequately notified Appellant of her premium obligation, she remains liable for the \$780 in premiums that she accrued between January 2024-2025 when her children had active FA coverage.

MassHealth regulations state the following regarding a member's delinquent premium payments:

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. ...

See 130 CMR 506.011(D).

The evidence indicates that MassHealth applied an "administrative closure" on Appellant's case in March 2024 - after 60 days elapsed from the first premium due date. However, in accordance with federal and state Medicaid law, the children received a one-year period of continuous eligibility that effectively stayed their insurance from terminating until 1/16/25.<sup>4</sup> Once an account is closed due to delinquent premiums, coverage may be only be reactivated in the following circumstances:

(E) Reactivating Coverage Following Termination When a Member Has a Past Due Balance.

- (1) Except as provided in 130 CMR 506.011(E)(2), after the member has paid in full all payments due, has established a payment plan with

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<sup>4</sup> This protection is based on federal law that requires state Medicaid agencies, such as MassHealth, to provide 12 months of continuous eligibility for children younger than the age of 19, regardless of a change in circumstances that would otherwise render the member ineligible for their existing benefit. See *MassHealth Eligibility Operations Memo 24-02* (March 2024).



MassHealth or has been granted a waiver of past-due balance as described in 130 CMR 506.011(G), the MassHealth agency will reactivate coverage.

(2) For children younger than 19 years old, coverage may be reactivated after 90 days from the date termination upon request, regardless of any outstanding payments due.

See 130 CMR 506.011(E).

The evidence indicates that when Appellant sought to resume her children's coverage on 1/21/25, she had not satisfied any of the conditions listed in subsection (1) above, i.e., paid the premium balance, established a payment plan, or received approval for a hardship waiver. As 90 days had not elapsed from the 1/16/25 termination date, MassHealth appropriately determined, pursuant to its 1/21/25 notices that Appellant's minor children were ineligible for benefits due to the outstanding premiums on their account. *Id.* The appeal is therefore DENIED with respect to the 1/21/25 notices.

Appellant did however, raise a valid objection to what she alleged was an incorrect and unauthorized address update to her account, which effectively prevented her from receiving advance notice of the impending termination of her children's MassHealth coverage.<sup>5</sup> Federal law requires that all state Medicaid agencies, including MassHealth, provide individuals with advance written notice of any action relating to their eligibility, including notice of a termination, reduction, or suspension of benefits. See 42 C.F.R. § 435.917. Typically, the agency must send notice at least 10 days before the date of the intended action. See 42 C.F.R. § 431.211 and 130 CMR 610.015(A). In addition to the standard 10-day notice requirement, MassHealth requires a heightened 14-day notice requirement before the agency can take any action involving the loss, i.e., termination or downgrade, of a member's coverage. See 130 CMR 502.006(D).

In this case, the evidence indicates that on 6/17/24, a MassHealth/PB "back-office user" manually updated Appellant's address to Address #2 after receiving information through the BSS project that Appellant had moved. Notably, the change was made *after* Appellant appeared to have correctly updated her address to Address #3. PB stated that the change to Address #2 was made only after a worker verified, pursuant to member outreach protocols, that Address #2 was correct. Appellant, however, vehemently denied ever having lived at this address or having had the phone number that PB called when completing the member outreach. PB notes from the 6/17/24 call indicate that when contacting the member, "an interpreter was needed because the person who answered the call was unable to speak English." See Exh. 10. However, MMIS account data identifies Appellant's primary written and spoken language as "English" – which is consistent

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<sup>5</sup> Although the appeal was scheduled on the 1/21/25 notices, Appellant's request for a fair hearing, filed with BOH on 1/23/25, was timely to appeal the 1/2/25 notices which indicated that her minor children's benefits would end on 1/16/25. As these notices are within 60 days of the fair hearing request, they may be appropriately addressed in this appeal.

with her presentation at hearing. See Exh. 12. As a result of what appears to have been a faulty update to Appellant's case, Appellant did not receive any of the notices mailed to Address #2, including the 1/2/25 termination notices. See Exh. 11(a). Consequently, Appellant did not have an opportunity to pay her past-due premiums or seek a payment plan before the children's coverage ended. Appellant should therefore be given an opportunity reinstate her children's coverage retroactively to the 1/16/25 termination date, but *only if* within 14 days of this decision she satisfies one of the conditions for reinstatement as outlined in 130 CMR 506.011(D)(1), i.e., pays in full all payments due (\$780), enters a payment plan with MassHealth, or is granted a hardship waiver through premium billing in accordance with 130 CMR 506.011(G).<sup>6</sup>

For the foregoing reasons, this appeal is DENIED IN PART.

## Order for MassHealth

In accordance with subsection (1) 130 CMR 506.011(E), reactivate family assistance benefits for Appellant's minor children retroactive to their 1/16/25 termination date, *only if* within 14 days from the date of this decision, Appellant demonstrates that she done one of the following:

- 1) Paid in full all outstanding payments due (\$780);
- 2) Entered an established payment plan with MassHealth;
- 3) Receives approval of an application for a waiver of past-due balance as described in 130 CMR 506.011(G).

## 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.

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<sup>6</sup> Appellant may also seek reinstatement of her children's FA benefits under subsection (2) of 130 CMR 506.011(D), under which coverage may begin *no sooner than* 90 days from the date of termination.

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Casey Groff  
Hearing Officer  
Board of Hearings

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