

# Office of Medicaid BOARD OF HEARINGS

**Appellant Name and Address:**



<b>Appeal Decision:</b>	Denied; Dismissed	<b>Appeal Number:</b>	2501824
<b>Decision Date:</b>	04/29/2025	<b>Hearing Date:</b>	03/07/2025
<b>Hearing Officer:</b>	Scott Bernard		

**Appearances for Appellant:**




**Appearances for MassHealth:**

Carmen Rivera (Quincy MEC); Karishma Raja  
(the Premium Billing Unit) *via* phone



*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>	Premium Billing
<b>Decision Date:</b>	04/29/2025	<b>Hearing Date:</b>	03/07/2025
<b>MassHealth's Reps.:</b>	Carmen Rivera; Karishma Raja	<b>Appellant's Rep.:</b>	
<b>Hearing Location:</b>	Quincy Harbor South	<b>Aid Pending:</b>	Yes

### 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 January 21, 2025, MassHealth notified the appellant that it would terminate his MassHealth coverage on February 4, 2025 because it determined that he had past due premiums. (See 130 CMR 506.011(D), (E)(2); Exhibit (Ex.) 1; Ex. 2, pp. 9-10). The appellant filed this appeal in a timely manner on January 29, 2025. (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, and whether the MassHealth determinations concerning the calculation of his premiums fall within the scope of this appeal based on the date BOH received the appeal.

## Summary of Evidence

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

MassHealth testified first, providing background on the appellant's eligibility and premium determination. The appellant is an individual under the age of 65 living in a one-person household. (Testimony; Ex. 3). On October 5, 2024, MassHealth notified the appellant that he was eligible for CommonHealth coverage starting September 25, 2024, with a monthly premium of \$884.00 beginning in November 2024. (Testimony; Ex. 3; Ex. 5, pp. 10–12). This premium was based on income that MassHealth determined to be equivalent to 974.60% of the Federal Poverty Level (FPL). (Testimony; Ex. 5, pp. 10–12). The MassHealth representative explained that it was unclear exactly what income data the system used to make this October determination. (Testimony). The notice was generated during the ConnectorCare annual renewal process, during which the system automatically retrieves income information from external sources, such as federal tax databases. (Testimony). The MassHealth representative confirmed that she did not know the precise income figure used, but suggested it may have been drawn from the appellant's 2023 federal tax return. (Testimony). That return, submitted by the appellant before the hearing, reported an Adjusted Gross Income (AGI) of \$124,014 for 2023. (Testimony; Ex. 6).

On December 19, 2024, a Medicaid assister working with the appellant accessed his Health Insurance Exchange (HIX) account and reported that the appellant was receiving \$2,983.00 per month in Social Security benefits and \$4,166.66 in additional income. (Testimony). This resulted in a gross monthly income (GMI) of \$7,149.66, corresponding to 564.69% of the FPL. (Testimony; Ex. 5, pp. 7–9). On the same date, MassHealth issued an updated notice informing the appellant that his CommonHealth premium would be reduced to \$362.00 per month beginning in January 2025. (Testimony; Ex. 5, pp. 7–9). Since that time, the appellant's Social Security income has increased slightly due to a cost of living adjustment, but this has not resulted in a change to the premium because the appellant's coverage is protected due to aid pending the appeal. (Testimony; Ex. 6).

The Premium Billing representative stated the following. Premium Billing initially billed the appellant \$884.00 in November and December. (Testimony). Since MassHealth redetermined the premium in December, the Premium Billing representative adjusted the December premium to \$362.00. (Testimony). Therefore the appellant's premium was \$884.00 in November 2024 and \$362.00 for December 2024 through March 2025. (Testimony). The appellant has not submitted any payment for the premiums billed and his arrearage is \$2,332.00 for that period. (Testimony).

The appellant and his representative spoke next. The appellant's representative argued that the premium determination for November 2024, which set the monthly amount at \$884.00, was based on an inaccurate income match and did not reflect the appellant's actual income at the time. (Testimony). She asserted that the revised premium of \$362.00, effective January 2025, was correctly calculated based on current income information, which the appellant confirmed was true

for him as well. (Testimony). The appellant strongly disputed the income figure used to justify the \$884.00 premium, emphasizing that it did not align with his financial situation. (Testimony). He explained that he only worked for the first six months of 2023 before going on disability and estimated his total income for the year—including approximately \$16,000 in wages, monthly disability payments of \$4,166.66, and Social Security benefits of around \$2,958 per month—was between \$32,000 and \$35,000. (Testimony). The appellant speculated that the inflated Adjusted Gross Income (AGI) reported on the 2023 tax return may have included income from a corporate tax filing or the sale of a business, which was mistakenly attributed as personal income. (Testimony). He acknowledged that the \$362.00 premium was reasonable but maintained that the \$884.00 amount was excessive in light of his actual earnings. (Testimony). He further clarified that the reported “additional income” of \$4,166.66 per month was related to a business he sold in 2017. (Testimony). According to the appellant, he is set to receive approximately \$50,000 from that sale over a 10-year period, with the \$4,166.66 figure representing a monthly distribution from that arrangement. (Testimony). The appellant did state that he did have the ability to pay the premiums he owes but wanted to wait until the end of this hearing process before he submitted any payments. (Testimony).

## Findings of Fact

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

1. The appellant is an individual under the age of 65 living in a one-person household. (Testimony; Ex. 3).
2. On October 5, 2024, MassHealth notified the appellant that he was eligible for CommonHealth coverage starting September 25, 2024, with a monthly premium of \$884.00 beginning in November 2024. (Testimony; Ex. 3; Ex. 5, pp. 10–12).
3. This premium was based on income that MassHealth determined to be equivalent to 974.60% of the FPL. (Testimony; Ex. 5, pp. 10–12).
4. The notice was generated during the ConnectorCare annual renewal process, during which the system automatically retrieves income information from external sources, such as federal tax databases, and therefore the precise GMI used at the time was unknown to MassHealth. (Testimony).
5. The October 5, 2024 MassHealth notice was not timely appealed.
6. There is no evidence that the appellant contacted MassHealth within 60 days of the October 5, 2024 notice to cancel the MassHealth coverage.
7. Premium Billing initially billed the appellant \$884.00 in November and December 2024. (Testimony).

8. On December 19, 2024, a Medicaid assister working with the appellant accessed his Health Insurance Exchange (HIX) account and reported that the appellant was receiving \$2,983.00 per month in Social Security benefits and \$4,166.66 in additional income. (Testimony).
9. This resulted in a GMI of \$7,149.66, corresponding to 564.69% of the FPL. (Testimony; Ex. 5, pp. 7–9).
10. On December 19, 2024, MassHealth issued a notice informing the appellant that his CommonHealth premium would be reduced to \$362.00 per month beginning in January 2025. (Testimony; Ex. 5, pp. 7–9).
11. MassHealth did not receive any premium payment from the appellant for November 2024, December 2024, or January 2025. (Testimony).
12. On January 21, 2025, MassHealth terminated the appellant’s coverage for non-payment of premiums; the Board of Hearings received the appellant’s appeal on January 29, 2025 and the appellant’s MassHealth coverage was protected pending the outcome of the appeal. (Ex. 1; Ex. 2).
13. Prior to hearing, the Premium Billing representative adjusted the appellant’s December 2024 premium to \$362.00. (Testimony).
14. The appellant’s premium was \$884.00 in November 2024 and \$362.00 for December 2024 through March 2025. (Testimony).
15. The appellant has not submitted any payment for the premiums billed and his arrearage was \$2,332.00 as of the date of hearing. (Testimony).
16. The appellant and his representative do not dispute the premium calculation of \$362.00 but believe the \$884.00 calculation is excessive and based on incorrect income information. (Testimony).

## **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). Premium billing family groups (PBFG) serve as the basis for calculating MassHealth premiums. (130 CMR 506.011(A)(1)). A PBFG can consist of an individual, a couple who are married and living together, or a family that includes children under 19, their parents, siblings under 19 and their children, or children under 19 and their caretaker relative when no parent is present. (Id.). For young adults and adults with a household modified adjusted gross income above 150% FPL, MassHealth calculates premiums based on the individual’s FPL compared with a corresponding amount located in the MassHealth regulations (see below). (130 CMR

506.011(A)(5)).

The premium formulas for MassHealth CommonHealth members who are adults with household income above 150% of the FPL is as follows:

<b>CommonHealth Full Premium Formula Young Adults and Adults</b>		
<b>Above 150% of the FPL and Children above 300% of the FPL</b>		
<b>Base Premium</b>	<b>Additional Premium Cost</b>	<b>Range of Monthly Premium Cost</b>
Above 150% FPL--start at \$15	Add \$5 for each additional 10% FPL until 200%	\$15 - \$35
Above 200% FPL--start at \$40	Add \$8 for each additional 10% FPL until 400%	\$40 - \$192
Above 400% FPL--start at \$202	Add \$10 for each additional 10% FPL until	\$202 - \$392
Above 600% FPL--start at \$404	Add \$12 for each additional 10% FPL until	\$404 - \$632
Above 800% FPL--start at \$646	Add \$14 for each additional 10% FPL until	\$646 - \$912
Above 1000% FPL--start at \$928	Add \$16 for each additional 10% FPL	\$928 + greater

(130 CMR 506.011(B)(2)(b)).

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 the member contacts the MassHealth agency by telephone, in writing, or online and requests a voluntary withdrawal within 60 calendar days from the date of the eligibility notice and premium notification, MassHealth premiums are waived. (130 CMR 506.011(C)(5)). 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 they will be sent a notice of termination before the date of termination. (130 CMR 506.011(D)(1)).

The appellant, for his part, did not contest the fact that he has not paid any premium payments. The appellant and his representative also do not contest the premium determination of \$362.00. The appellant and his representative argued that the \$884.00 premium due for November, 2024 was based on incorrect income information.

On October 5, 2024, MassHealth determined that the appellant was eligible for CommonHealth with a monthly premium of \$884.00 beginning in November 2024. The appellant did not timely appeal this notice to the Board of Hearings within 60 days of the notice as required pursuant to 130 CMR 610.015(B). The Board of Hearings received the request for appeal on January 29, 2025. Accordingly, any dispute as to the October 5, 2024 notice must be dismissed pursuant to 130 CMR 610.035(B)(1). Although the Board of Hearings has no jurisdiction over this notice, there was no evidence to support that the appellant contacted MassHealth within 60 days of the notice to terminate the coverage pursuant to 130 CMR 506.011(C)(5).

After receipt of additional information on December 19, 2024, MassHealth issued a notice of approval for CommonHealth with a monthly premium of \$362.00 to begin in January, 2025. The

record shows that MassHealth billed the appellant for premiums in November and December 2024, and January 2025. MassHealth did not receive any premium payments and by notice dated January 21, 2025, terminated the appellant's coverage pursuant to 130 CMR 506.011(D)(1). Since the appellant submitted a timely appeal for both the December 19, 2024 and the January 21, 2025 notices, the Board of Hearings protected his benefit pending the result of this appeal. Prior to the hearing, the Premium Billing representative adjusted the appellant's December 2024 from \$884.00 to \$362.00. As of the date of the hearing, MassHealth had not received any premium payments from the appellant. The appellant therefore had an outstanding balance of \$2,332.00 through the end of March. Based on the above regulations, MassHealth correctly calculated the premium of \$362.00. Further, MassHealth was justified in terminating the appellant's CommonHealth due to non-payment of billed premiums. The appeal is denied as to these issues.

For the above reasons, the appeal is DISMISSED as to the October 5, 2024 notice and DENIED as to the December 19, 2024 and January 21, 2025 notices.

## **Order for MassHealth**

Remove aid pending and proceed with the action set forth in the notice dated January 21, 2025.

## **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

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Quincy MEC, Attn: Appeals Coordinator, 100 Hancock Street, 6th Floor, Quincy, MA 02171

Premium Billing, Attn: Karishma Raja, 1 Enterprise Drive, Suite 310, Quincy, MA 02169