

# Office of Medicaid BOARD OF HEARINGS

**Appellant Name and Address:**



<b>Appeal Decision:</b>	Denied; Dismissed	<b>Appeal Number:</b>	2503798
<b>Decision Date:</b>	7/7/2025	<b>Hearing Date:</b>	04/11/2025
<b>Hearing Officer:</b>	Scott Bernard	<b>Record Open to:</b>	04/25/2025, extended to 05/16/2025

**Appearance for Appellant:**  
Pro se

**Appearances for MassHealth:**  
Lashaun Kelley, Quincy MassHealth Enrollment  
Center (MEC); Carmen Fabery, 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; Dismissed	<b>Issue:</b>	Community eligibility under 65- coverage start date
<b>Decision Date:</b>	7/7/2025	<b>Hearing Date:</b>	04/11/2025
<b>MassHealth's Reps.:</b>	Lashaun Kelley, Quincy MEC; Carmen Fabery, Premium Billing	<b>Appellant's Rep.:</b>	Pro se
<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 10, 2025, MassHealth denied the appellant's child's application for MassHealth benefits because MassHealth determined that the appellant did not pay past due premiums. (see 130 CMR 506.011 and Exhibit 1). Through a notice dated February 3, 2025 MassHealth approved the appellant's child for CommonHealth for a limited time pending submission of requested information; the CommonHealth start date was January 24, 2025 and the monthly premium was \$447.00 to begin March 1, 2025. (130 CMR 505.004; Exhibit 2). Through a notice dated February 25, 2025, MassHealth removed the limited status and approved the appellant's child for CommonHealth with a start date of January 24, 2025 and a monthly premium of \$447.00. (130 CMR 505.004; Exhibit 3). Through a notice dated March 6, 2025, MassHealth terminated the appellant's child's CommonHealth because the appellant voluntarily withdrew the application. (130 CMR 502.009; Exhibit 4). The appellant filed this appeal on March 7, 2025; the appeal request was timely for the 4 notices above, because such appeal was filed within 60 days of the date of each of the 4 notices. (see 130 CMR 610.015(B) and Exhibit 2). Because the appeal was filed within 10 days of the March 6, 2025 termination notice, the appellant's child received aid pending appeal. Denial of assistance is valid grounds for appeal (see 130 CMR 610.032).

## **Action Taken by MassHealth**

MassHealth denied the appellant's child's January 10, 2025 request for MassHealth benefits and later approved the appellant's child for CommonHealth on February 3, 2025 and February 25, 2025, with a start date of January 24, 2025 and a monthly premium of \$447.00; MassHealth terminated the appellant's child's CommonHealth by notice dated March 6, 2025 but the child is currently open on aid pending.

## **Issue**

The appeal issue is whether MassHealth was correct, pursuant to 130 CMR 506.011, in determining that the appellant's child was not eligible for MassHealth because he failed to pay past due premiums; a second issue is the start date for the appellant's child's CommonHealth benefits.

## **Summary of Evidence**

The appellant appeared at the virtual Teams hearing to represent his minor child; the appellant verified the child's identity. MassHealth was represented at the virtual hearing by a worker from the Quincy MEC and by a MassHealth Premium Billing representative.

With the appeal request, the appellant submitted a MassHealth notice dated December 1, 2024, terminating the appellant's child's CommonHealth as of December 15, 2024 because the child no longer met the continuous coverage rules. (Exhibit 2, p. 5). The appellant submitted a second notice dated December 1, 2025 terminating the child's Premium Assistance coverage. (Exhibit 2, p. 6). In the appeal request, received at the Board of Hearings (BOH) on March 7, 2025, the appellant writes that termination of coverage on December 15, 2024 was due to a mistake by MassHealth. (Exhibit 2). The December 1, 2024 notices were not appealed to BOH within 60 days and because the hearing officer has no jurisdiction over these notices, such issues cannot be addressed in this decision. (130 CMR 610.015(B)(1)).

Based on the Medicaid Management Information Systems (MMIS) screen in the record, the appellant's child was open on CommonHealth with Premium Assistance (categories EL and EM) most recently beginning January 13, 2024 and was terminated from such coverage as of December 15, 2024. (Exhibit 7). The appellant's child was open on CommonHealth without Premium Assistance (category 50) beginning January 24, 2025. (Exhibit 7).

The Premium Billing representative testified that the appellant was billed a CommonHealth premium of \$274.40 for September, 2024. (Exhibit 10, p. 5). The Premium Billing representative

noted that by notice dated September 23, 2024, MassHealth determined a premium of \$0 as of September 13, 2024 because the appellant's child was approved for Premium Assistance with CommonHealth. (Exhibit 10, p. 13; Exhibit 7). The Premium Billing representative noted that by notice dated February 3, 2025, the appellant's September, 2024 premium was waived to \$0 and the child was reinstated on CommonHealth retroactive to January 24, 2025, with a monthly premium of \$447 to begin March 1, 2025. (Exhibit 10, p. 5). The appellant's child was approved for CommonHealth without Premium Assistance, category 50, by the notices dated February 3, 2025 and February 25, 2025. (Exhibits, 2, 3, 7). The Premium Billing representative stated that the premiums charged prior to March, 2025 have been waived to \$0 and the appellant does not owe any past due premiums. The Premium Billing representative stated that because the appellant requested to terminate the child's CommonHealth coverage within 60 days of the February 25, 2025 notice, the March 1, 2025 and April 1, 2025 premiums are also waived. (Exhibit 5, p. 5). The Premium Billing representative stated that the appellant currently has no balance due because all premiums have been adjusted to \$0. The Premium Billing representative noted that the appellant's child is categorically eligible for CommonHealth and could be reinstated with a monthly premium of \$447.00. The Premium Billing representative advised the appellant to contact the Premium Assistance unit to see if the premium might be able to be offset by Premium Assistance. The February 3, 2025 and February 25, 2025 notices state that the \$447.00 premium is based on family income totaling 766%-768% of the federal poverty level (FPL) for a family of 5. (Exhibit 10, pp. 7-10).

The appellant stated that he is appealing the December 15, 2024 termination. The appellant stated that MassHealth informed him that he was mistakenly charged the CommonHealth premium for September, 2024 and his child's CommonHealth should not have been terminated. The appellant stated that the child incurred medical bills for the period December 15, 2024 through January 24, 2025 and he would like the CommonHealth reinstated for that time period. The appellant stated that he lost his job last year and was on COBRA and believes that might have been an issue for Premium Assistance.

The MassHealth representative stated that she believed she could adjust the CommonHealth coverage retroactive to December 15, 2024, but she would have to remove the voluntary withdrawal in the system and open the CommonHealth coverage for the appellant's child in order to do so. The MassHealth representative stated that the appellant would then need to contact MassHealth within 60 days of the notice and again voluntarily withdraw if he did not wish coverage to continue due to premiums. The Premium Billing representative advised the appellant to contact Premium Billing, in addition to MassHealth, to voluntarily withdraw the application after the retroactive reinstatement.

The appellant stated that he understood he had 60 days after the notice to terminate the child's CommonHealth coverage in order to avoid the premium being billed. The appellant agreed to have the MassHealth representative remove the voluntary withdrawal and retroactively approve the child for CommonHealth as of December 15, 2024. The appellant agreed to contact

MassHealth and Premium Billing to then terminate such coverage.

The Hearing Officer<sup>1</sup> left the record open for two weeks until April 25, 2025 to give MassHealth time to adjust the appellant's CommonHealth coverage retroactive to December 15, 2025. By email dated May 7, 2025, the Hearing Officer asked the MassHealth representative and Premium Billing representative if the eligibility was successfully backdated to bridge the December to January coverage gap and if the case had then been voluntarily withdrawn. (Exhibit 12, p. 3). The MassHealth representative responded that the appellant's child no longer has a gap in coverage and any claims that needed to be billed for that time frame should be all set to be resubmitted. (Exhibit 12, p. 2). The MassHealth representative noted that the appellant should follow up to withdraw the account if continued coverage is not needed. (Exhibit 12, p. 2). The emails were forwarded to the appellant who was inadvertently left off the email chain by the Hearing Officer. (Exhibit 12, p. 1). The appellant did not respond to all and the Hearing Officer went on leave thus it is not known if the appellant responded to the Hearing Officer alone.

## Findings of Fact

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

1. The appellant's child was open on CommonHealth with Premium Assistance (categories EL and EM) most recently beginning January 13 2024.
2. By MassHealth notice dated December 1, 2024, the appellant's child was terminated from CommonHealth with Premium Assistance (category EM) as of December 15, 2024; by notice dated December 1, 2024, the appellant's child was terminated from Premium Assistance.
3. The December 1, 2024 MassHealth notices were not timely appealed to BOH.
4. By notice dated January 10, 2024, the appellant's child was denied MassHealth coverage.
5. By notice dated February 3, 2025, the appellant's child was open for a limited time on CommonHealth without Premium Assistance beginning January 24, 2025 (category 50).
6. By notice dated February 25, 2025, the appellant's child was open on CommonHealth without Premium Assistance; a monthly premium of \$447.00 to begin March 1, 2025 was calculated based on a FPL of 766% for a family of 5.
7. The appellant voluntary withdrew the child's MassHealth application and the child's CommonHealth was to terminate as of March 20, 2025, but was kept open aid pending

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<sup>1</sup> Subsequent to the hearing, the Hearing Officer went on leave and his supervisor listened to the hearing recording and drafted this appeal decision.

appeal.

8. The appellant was billed a CommonHealth premium of \$274.40 for September, 2024; by notice dated September 23, 2024, MassHealth determined a premium of \$0 as of September 13, 2024 because the appellant's child was approved for Premium Assistance with CommonHealth (category EM).
9. Premium Billing waived the appellant's September, 2024 premium to \$0.
10. Because the appellant requested to terminate the child's CommonHealth coverage within 60 days of the February 25, 2025 notice, the March 1, 2025 and April 1, 2025 premiums were also waived to \$0.
11. The appellant currently has no balance due because all premiums have been adjusted to \$0.
12. Subsequent to the hearing, the MassHealth representative reported that the appellant's child no longer has a gap in coverage and any claims that needed to be billed for the time frame December 15, 2024 to January 24, 2025 should be all set to be resubmitted.
13. The MassHealth representative noted that the appellant should follow up to withdraw the account if continued coverage is not needed or if he does not wish to pay the premium.

## **Analysis and Conclusions of Law**

Time Limitation on the Right of Appeal. The date of request for a fair hearing is the date on which BOH receives such a request in writing. BOH must receive the request for a fair hearing within the following time limits:

- (1) 60 days after an applicant or member receives written notice from the MassHealth agency of the intended action. Such notice must include a statement of the right of appeal and the time limit for appealing. In the absence of evidence or testimony to the contrary, it will be presumed that the notice was received on the fifth day after mailing.

(130 CMR 610.015(B)(1)).

The appellant submitted the appeal request on March 7, 2025. In his appeal, the appellant writes that he is challenging MassHealth's December 1, 2024 notice terminating his child's CommonHealth coverage as of December 15, 2024. At the hearing, the appellant testified that he is seeking reinstatement of the child's CommonHealth benefits beginning December 15, 2024. The appellant did not submit the appeal request within 60 days of the notice date as is required by 130 CMR 610.015(B)(1) and thus I have no jurisdiction over the December 1, 2024 notices. The appeal is DISMISSED as to the appeal of the notices dated December 1, 2024. (130 CMR 610.035(A)(1)). It

appears that MassHealth has resolved this issue by reinstating retroactive coverage, but again it cannot be addressed by this decision nor can implementation be ordered, because the notices were not timely appealed.

The appellant timely appealed the MassHealth denial notice dated January 10, 2025. Such notice states that the appellant's child was denied MassHealth because he failed to pay past due premiums. (Exhibit 1). At the hearing, the Premium Billing representative testified that the appellant did not owe any past due premiums. Accordingly, the appellant's child should not have been denied by notice dated January 10, 2025 simply on the basis of failure to pay premiums. While there is evidence that the appellant's child was categorically eligible for MassHealth CommonHealth at that time, there is no evidence in the record of the family's gross monthly income as of the January 10, 2025 notice date. Less than a month later, the appellant verified gross monthly income totaling 768% of the FPL for a family of 5 and a few weeks after that, the income was verified to be 766% of the FPL for a family of 5. The timely appeal of the January 10, 2025 denial would allow for a remand to MassHealth to determine the child's CommonHealth eligibility and premium as of January 1, 2025.<sup>2</sup> The appellant voluntarily withdrew the child's CommonHealth application in March, 2025, within 60 days of the notice, because he did not want to be billed the CommonHealth premiums. Further at the hearing, the appellant expressed concern about removing the voluntary withdrawal because it could trigger reinstatement of premiums. The appellant indicated that he did not wish to pay a premium for CommonHealth coverage and thus a remand to determine a premium as of January 1, 2025 would not appear to be something the appellant wants. The MassHealth representative reported that the appellant's child's CommonHealth coverage was reinstated retroactively to December 15, 2024 without a premium and thus the appeal of the January 10, 2025 notice is now moot.

The appellant timely appealed the MassHealth notices dated February 3, 2025 and February 25, 2025. In the notice dated February 3, 2025, MassHealth determined a FPL of 768% and in the February 25, 2025 notice, MassHealth determined a FPL of 766%. Both amounts would result in the same CommonHealth premium amount.

Pursuant to 130 CMR 506.011(B)(2)(b) and (B)(2)(c):

The full premium formula for young adults with household income above 150% of the FPL, adults with household income above 150% of the FPL, and children with household income above 300% of the FPL is provided as follows. The full premium is charged to members who have no health insurance and to members for whom the MassHealth agency is paying a portion of their health insurance premium.

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<sup>2</sup> CommonHealth coverage can be retroactive 10 days from date of application or submission that triggers a notice. (130 CMR 502.006).

<b>CommonHealth Full Premium Formula Young Adults and Adults 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% FPL	\$15 — \$35
Above 200% FPL—start at \$40	Add \$8 for each additional 10% FPL until 400% FPL	\$40 — \$192
Above 400% FPL—start at \$202	Add \$10 for each additional 10% FPL until 600% FPL	\$202 — \$392
Above 600% FPL—start at \$404	Add \$12 for each additional 10% FPL until 800% FPL	\$404 — \$632
Above 800% FPL—start at \$646	Add \$14 for each additional 10% FPL until 1000%	\$646 — \$912
Above 1000% FPL—start at \$928	Add \$16 for each additional 10% FPL	\$928 + greater

(c) The supplemental premium formula for young adults, adults, and children with household income above 300% of the FPL is provided as follows. A lower supplemental premium is charged to members who have health insurance to which the MassHealth agency does not contribute. Members receiving a premium assistance payment from the MassHealth agency are not eligible for the supplemental premium rate.

<b>CommonHealth Supplemental Premium Formula</b>	
<b>% of Federal Poverty Level (FPL)</b>	<b>Monthly Premium Cost</b>
Above 150% to 200%	60% of full premium
Above 200% to 400%	65% of full premium
Above 400% to 600%	70% of full premium
Above 600% to 800%	75% of full premium
Above 800% to 1000%	80% of full premium
Above 1000%	85% of full premium

The appellant's income totaling 766% of the FPL would result in a full premium of \$596.00.



Because the appellant's child has access to other health insurance, MassHealth charges a supplement premium that is 75% of the full premium. MassHealth correctly calculated a monthly CommonHealth premium of \$447.00 (75% of \$596 = \$447). The appeals of the notices dated February 3, 2025 and February 25, 2025 are DENIED as MassHealth correctly calculated the monthly CommonHealth premium.

Although the appellant appealed the March 6, 2025 termination notice, such notice was based on his voluntary withdrawal of the MassHealth application. The appellant indicated that he did not wish to pay the premium and thus wanted to terminate the child's CommonHealth. The appeal of the March 6, 2025 termination notice is DISMISSED as the appellant is not contesting such action by MassHealth. (130 CMR 610.035(A)(4),(8)).

## **Order for MassHealth**

Remove aid pending.

## **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  
(by his supervisor, Patricia Mullen)  
Hearing Officer  
Board of Hearings

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