

# Office of Medicaid BOARD OF HEARINGS

**Appellant Name and Address:**



<b>Appeal Decision:</b>	DENIED	<b>Appeal Number:</b>	2505902
<b>Decision Date:</b>	7/9/2025	<b>Hearing Date:</b>	05/14/2025
<b>Hearing Officer:</b>	Kenneth Brodzinski		

**Appearance for Appellant:**

Pro se

**Appearance for MassHealth:**

Lisa Duffney



*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	<b>Issue:</b>	Premium Reimbursement
<b>Decision Date:</b>	7/9/2025	<b>Hearing Date:</b>	05/14/2025
<b>MassHealth's Rep.:</b>	Lisa Duffney	<b>Appellant's Rep.:</b>	Pro se
<b>Hearing Location:</b>	Springfield MEC		

### 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 April 9, 2025, MassHealth notified Appellant that it would be terminating his MassHealth benefits on April 23, 2025 because he no longer resides in Massachusetts (Exhibit A). Appellant filed this appeal in a timely manner on April 14, 2025 seeking to have his April 2025 monthly premium reimbursed (see 130 CMR 610.015(B) and Exhibit A). Eligibility determinations constitute valid grounds for appeal (see 130 CMR 610.032).

### Action Taken by MassHealth

MassHealth notified Appellant that it would be terminating his MassHealth benefits on April 23, 2025 because he no longer resides in Massachusetts.

### Issue

The appeal issue is whether the controlling regulation(s) entitled Appellant to have all or a portion of his monthly premium for April 2025 reimbursed.

## Summary of Evidence

Both parties appeared by telephone.

The MassHealth representative testified that on April 9, 2025, Appellant contacted MassHealth to report that he had moved and now resides outside of the Commonwealth. Consequently, MassHealth terminated Appellant's CommonHealth benefits. MassHealth issued the subject notice indicating that benefits would stop on April 23, 2025 (Exhibit A). The MassHealth representative noted that Appellant had CommonHealth as a secondary insurance and was paying a reduced monthly premium of \$9.00 and he was charged a premium for the month of April 2025.

Appellant did not dispute the MassHealth representative's testimony. Appellant stated that he wishes to have his \$9.00 premium for April 2025 reimbursed in full or in part since he was not residing in the Commonwealth and was instead living in [REDACTED] where he now has Medicaid coverage. Appellant noted that he never used the insurance in April 2025.

## Findings of Fact

Based on a preponderance of the evidence, I this record supports the following findings:

1. On April 9, 2025, Appellant contacted MassHealth to report that he had moved and now resides outside of the Commonwealth.
2. Appellant had CommonHealth as a secondary insurance and was paying a reduced monthly premium of \$9.00.
3. MassHealth issued the subject notice indicating that Appellant's benefits would stop on April 23, 2025 (Exhibit A).
4. Appellant was charged a premium for the month of April 2025.

## Analysis and Conclusions of Law

The party appealing an administrative decision bears the burden of demonstrating the decision's invalidity (*Merisme v. Board of Appeals of Motor Vehicle Liability Policies and Bonds*, 27 Mass. App. Ct. 470, 474 (1989)). On this record, Appellant has failed to meet his burden.

Appellant cited no regulation or authority which entitles him to a full or partial refund of his monthly CommonHealth premium after contacting MassHealth to withdrawal from the program.

The governing regulation is 130 CMR 506.011 which states in pertinent part:

*(H) Voluntary Withdrawal. If a member wishes to voluntarily withdraw from receiving MassHealth coverage, it is the member's responsibility to notify the MassHealth agency of their intention by telephone, in writing, or online. Coverage may continue through the end of the calendar month of withdrawal. **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 accordance with 130 CMR 506.011(C)(5).*

130 CMR 506.11(C)(5) pertains only to voluntary withdrawals made within 60 days of the eligibility determination that approved the benefits in question. The record contains no indication that Appellant's call on April 9, 2025 was made within 60 days of his initial approval for CommonHealth benefits; therefore, it is not applicable.

The regulations are clear. A member is to pay the monthly premium due for the month that he/she withdraws. Appellant withdrew on April 9, 2025; therefore, he was responsible for the full April 2025 premium payment.

On this record, there is no basis in fact and/or law to disturb MassHealth's determination. The appeal is DENIED.

## **Order for MassHealth**

None.

## **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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Kenneth Brodzinski  
Hearing Officer  
Board of Hearings

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