

**Office of Medicaid  
BOARD OF HEARINGS**

**Appellant Name and Address:**



<b>Appeal Decision:</b>	Approved in part; Denied in part	<b>Appeal Number:</b>	2506657
<b>Decision Date:</b>	9/17/2025	<b>Hearing Date:</b>	05/29/2025
<b>Hearing Officer:</b>	Casey Groff	<b>Record Closed:</b>	07/18/2025

**Appearance for Appellant:**



**Appearance for MassHealth:**

Elizabeth Kittiphane, Quincy MEC



*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>	Approved in part; Denied in part	<b>Issue:</b>	Long Term Care; Disqualifying Transfer
<b>Decision Date:</b>	9/17/2025	<b>Hearing Date:</b>	05/29/2025
<b>MassHealth's Rep.:</b>	Elizabeth Kittiphane	<b>Appellant's Rep.:</b>	Daughter; Medicaid Specialist
<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 a notice dated 2/28/25, MassHealth approved Appellant for long term care (LTC) benefits effective 1/8/25 with a period of ineligibility between 10/7/24 through 1/7/25 based on a determination that Appellant made disqualifying resource transfers. *See* 130 CMR 520.018 and Exh. 1. On 4/28/25, the Board of Hearings (BOH) received a timely appeal of the notice; however, BOH dismissed the appeal at intake because the individual that signed the fair hearing request did not establish authority to act on Appellant's behalf. *See* 130 CMR 610.015(B) and Exhs. 2 and 3. After receiving sufficient evidence of authority to process the appeal, BOH vacated the dismissal and scheduled a hearing for 5/28/25. *See* Exhs. 4 and 5. An agency decision to deny or reduce the amount of assistance is valid grounds for appeal. *See* 130 CMR 610.032. Following the hearing the record was left open through 7/18/25 for the parties to submit additional evidence. *See* Exhs. 8-12.

### Action Taken by MassHealth

MassHealth approved Appellant for LTC benefits effective 1/8/25 and imposed an 82-day period of ineligibility between 10/7/24 through 1/7/25 based on a determination that Appellant made disqualifying resource transfers.

## Issue

The appeal issues are (1) whether MassHealth correctly determined that Appellant made disqualifying resource transfers, and if so, (2) whether it correctly imposed an 82-day period of ineligibility for LTC benefits.

## Summary of Evidence

A MassHealth eligibility representative appeared at the hearing. Through testimony and documentary submissions, the MassHealth representative presented the following evidence: Appellant is a single individual over the age of [REDACTED] and resides in a nursing facility. On 10/15/24, MassHealth received an application from Appellant seeking MassHealth long-term care (LTC) benefits with a requested coverage start date of 10/7/24. Through a notice dated 2/28/25, MassHealth approved Appellant for LTC benefits with an effective start date of 1/8/25. See Exh. 1. MassHealth imposed an 82-day period of ineligibility between 10/7/24 and 1/7/25 based on a disqualifying resource transfer amount of \$35,820.93. *Id.*

MassHealth presented a spreadsheet showing that Appellant made a series of transfers from her checking account between 9/23/22 and 3/27/23 totaling \$41,102.93 which either lacked supporting verification or were considered to be made for less than fair market value. The transfers consist of 46 individual payments totaling \$24,369.00 that Appellant made to her daughter through a Zelle banking app;<sup>1</sup> a 10/20/22 transfer of \$15,014.61 to [REDACTED]; 5 payments to a life insurance company, each in the amount of \$9.93; and a check withdrawal of \$1,669.67 on 8/2/24. See Exh. 7(B).

The spreadsheet also identified 19 individual Zelle transfers the daughter made to Appellant between 10/3/22 and 6/8/23 totaling \$5,282.00.<sup>2</sup> MassHealth deemed these payments a partial cure, which lowered the disqualifying transfer amount to \$35,820.93. Next, MassHealth

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<sup>1</sup> The 46 transfers that comprise the \$24,369.00 in disqualifying transfers Appellant made directly to her daughter are listed as follows: 9/23/2022- \$450 ; 9/23/2022- \$3000; 9/26/2022- \$2000; 10/11/2022- \$1000; 10/27/2022- \$200; 11/1/2022- \$100; 11/2/2022-\$50; 11/14/2022- \$12; 11/22/2022-\$50; 11/25/2022-\$500; 11/29/2022-\$50; 11/30/2022-\$75; 12/5/2022-\$150; 12/5/2022-\$200; 12/6/2022-\$50; 12/12/2022-\$300; 12/21/2022-\$55; 12/21/2022-\$25; 12/22/2022-\$50; 12/23/2022-\$300; 12/23/2022-\$300; 12/27/2022-\$50; 12/27/2022-\$12; 1/3/2023-\$125; 1/3/2023-\$750; 1/6/2023-\$400; 1/11/2023-\$700; 1/18/2023-\$150; 1/18/2023-\$100; 1/19/2023-\$50; 2/1/2023-\$1450; 2/6/2023-\$80; 2/6/2023-\$550; 2/6/2023-\$550; 2/8/2023-\$700; 2/13/2023-\$100; 2/13/2023-\$3500; 2/14/2023-\$3500; 2/16/2023-\$500; 2/28/2023-\$510; 3/7/2023-\$60; 3/8/2023-\$140; 3/10/2023-\$250; 3/10/2023-\$350; 3/23/2023-\$625; 3/27/2023-\$250.

<sup>2</sup> The 19 repayments that comprise the \$5,282.00 cure amount are listed as follows: 10/3/2022—\$340; 10/3/2022—\$18; 10/3/2022—\$345; 10/7/2022—\$30; 11/4/2022—\$12; 11/25/2022—\$200; 12/13/2022—\$75; 12/15/2022—\$100; 12/22/2022—\$45; 12/23/2022—\$60; 1/18/2023—\$10; 1/18/2023—\$50; 2/1/2023—\$120; 2/6/2023—\$540; 3/10/2023—\$250; 3/27/2023—\$250; 4/13/2023—\$2000; 6/1/2023—\$650; 6/8/2023--\$100.

calculated the 82-day penalty period by dividing the \$35,820.93 resource transfer amount by the average private daily nursing home rate of \$433.

Appellant was represented at the hearing by one of her daughters<sup>3</sup> (“Appellant’s representative”) as well as the business office manager from the nursing facility. For background, Appellant’s representative testified that her sister (hereinafter referred to as “Appellant’s daughter” or “daughter”) owns a small business, referred to herein as [REDACTED]. In September of 2022, Appellant, at the daughter’s request, secured a loan and used the funds to provide the daughter with a steady cash flow to keep her business afloat as the daughter was unable to secure the loan in her own name. According to Appellant’s representative, there was no written contract to memorialize the agreement between Appellant and her daughter, however, the two had a mutual understanding that the daughter would repay Appellant the full amount loaned.<sup>4</sup>

Appellant’s representative testified that in [REDACTED] Appellant sustained a stroke. After a period of being hospitalized, she was admitted to the nursing facility where she has remained since. Prior to her stroke, Appellant, though [REDACTED] years of age, was “thriving.” She was physically and mentally healthy, still working, and living independently with no contemplation of needing nursing home care.

Appellant’s representative disagreed with MassHealth’s imposition of a penalty period arguing that, given Appellant’s health and level of independence when she made the transfers in question, she had no intent to reduce her assets to qualify for Medicaid. Additionally, Appellant’s representative contended that the transferred funds were not a “gift,” as she had an expectation that she would be repaid in full.

To provide background on the source of the loans, Appellant’s representative submitted evidence showing that on 9/22/22, Appellant took out a \$25,000 bank loan, comprised of a \$15,600 distribution to consolidate Appellant’s pre-existing [REDACTED] high interest loan, a \$2,000 [REDACTED] credit account consolidation; and an additional \$7,400 distributed to Appellant as a personal loan on 9/23/22. See Exhs. 7(F), p. 94; Exh. 9(B). Bank records show that on 10/12/22, Appellant received the \$15,600 distribution, and on 10/19/22, she used \$15,014.61 to pay the remaining balance of the [REDACTED] loan. See Exhs. 7(F), p. 94; 9(E); 9(F).

Appellant’s representative provided a screen shot of a text message that Appellant sent to her daughter on 7/3/24, indicating that she was looking to downsize and therefore needed to transfer the remaining loan balance to her daughter, writing that she hoped her daughter’s “expected income from [REDACTED] will ultimately provide the monthly payments [she] will incur

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<sup>3</sup> Appellant’s representative testified that she is the sister of the daughter to whom Appellant had lent the funds.

<sup>4</sup> Appellant’s representative testified that she had been unaware of any loan arrangement between her mother and sister until after Appellant’s stroke, which is when she began handling Appellant’s finances.

once the transition of the outstanding balances are transferred...” See Exh. 9(F).

Appellant’s representative argued that the payments to the daughter were not “resource transfers” because they were not derived from Appellant’s own assets. Appellant’s representative submitted a June 2025 statement showing that Appellant still owed a remaining balance of \$14,726.23 on the bank loan.

Pursuant to additional documentation received during a record open period, MassHealth adjusted the disqualifying transfer amount to \$11,587.00 based on the following changes: First, MassHealth eliminated all the transfers that did not go directly to Appellant’s daughter,<sup>5</sup> bringing the original transfer amount of \$41,102.93 down to \$24,369.00. See Exh. 11. Next, MassHealth reduced this amount by a \$9,500 repayment Appellant received on 2/13/23 in addition to the previously identified cure amount of \$5,282.00, resulting in a net disqualifying transfer amount of \$9,587. See Exh. 10(A), p. 3; Exh. 11. Finally, MassHealth added a new disqualifying transfer of \$2,000, which it identified as [REDACTED] \$2,000 – Need proof of ownership” which increased the total disqualifying transfer amount to \$11,587.00 and resulted in an adjusted LTC start date of 11/13/24. *Id.*

In response, Appellant’s representative asserted that despite the earlier start date, Appellant should still not be subject to a penalty period. Appellant’s representative argued that MassHealth omitted two additional cures: (1) a \$2,000 wire transfer into Appellant’s account from [REDACTED] on 8/23/23, as evidenced by bank statements and the 1099-INT to prove the company’s existence and (2) a \$200 transfer from the daughter to Appellant on 11/25/22. See Exhs. 9; 9(A); 10(A); and 12.

Next, Appellant disputed MassHealth’s imposition of a new \$2,000 [REDACTED] disqualifying transfer. Appellant’s representative asserted that the Appellant was the owner of this account, and its consolidation with the bank loan was unrelated to the transfers Appellant made to her daughter. See Exh. 12. Appellant’s representative submitted a screen shot of two [REDACTED] accounts which she asserted were both owned by Appellant: one ending in [REDACTED], which the representative asserted closed in July 2024, and a second account, which was listed as the default account. Appellant submitted a statement for only the default account, which shows that Appellant is the owner of the account.

## Findings of Fact

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

1. Appellant is a single individual over the age of [REDACTED] and resides in a nursing facility.

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<sup>5</sup> Specifically, MassHealth eliminated the \$15,014.61 loan payoff made on 10/20/2022, the 5 life insurance payments, and the \$1,669.67 transfer on 8/2/24, which Appellant had verified was used to pay her property tax.

2. On 9/22/22, prior to her nursing home admission, Appellant took out a \$25,000 bank loan comprised of \$15,600, which was distributed on 10/12/22 and used to consolidate a pre-existing high interest loan, a \$2,000 [REDACTED] account consolidation, and \$7,400 distributed in Appellant's checking account on 9/23/22 as a personal loan.
3. Between 9/23/22 and 3/27/23, Appellant transferred a total of \$24,369.00 to her daughter as an intended loan to help maintain a steady flow of income for her daughter's business.
4. Between 10/3/22 and 6/8/23 the daughter transferred a total of \$5,282.00 from her personal checking account into Appellant's account.
5. Appellant and her daughter did not enter into a written contract, nor did they establish any formal repayment terms to be enforced on the loaned amounts.
6. On 10/15/24, MassHealth received an application on behalf of Appellant seeking MassHealth LTC benefits with a requested eligibility start date of 10/7/24.
7. Pursuant to the application process, MassHealth calculated a disqualifying transfer amount of \$35,820.93 comprised of the \$24,369 transferred to the daughter less the repayment amount of \$5,282.00, plus the following additional transfers that Appellant withdrew from her account: \$15,014.61 on 10/20/2022; 5 payments to a life insurance company, each in the amount of \$9.93; and a check written from Appellant's account on 8/2/24 in the amount of \$1,669.67.
8. By dividing the disqualifying transfer amount of \$35,820.93 by the average private daily nursing home cost of \$433, MassHealth imposed an 82-day period of ineligibility starting from Appellant's otherwise eligible date of 10/7/24 and spanning through 1/7/25.
9. Through a notice dated 2/28/25, MassHealth approved Appellant for LTC benefits with an effective start date of 1/8/25.
10. Following the hearing, MassHealth adjusted the original disqualifying transfer amount of \$35,820.93 to \$9,587 by 1) counting only the \$24,369 Appellant transferred to the daughter and 2) subtracting the repayment amount of \$5,282.00 plus an additional repayment of \$9,500 that was deposited into Appellant's account on 2/13/23.
11. In addition, MassHealth added a new \$2,000 disqualifying transfer related to a [REDACTED] account, bringing the updated total disqualifying transfer amount to \$11,587.00.
12. On 8/23/23, \$2,000 was deposited into Appellant's account through a wire transfer sent by [REDACTED] which is the name of Appellant's daughter's business.

## Analysis and Conclusions of Law

To qualify for MassHealth long-term care (LTC) coverage, the assets of the institutionalized applicant cannot exceed \$2,000.00. See 130 CMR 520.016(A). In addition, individuals applying for LTC benefits are subject to MassHealth disqualifying transfer rules, which state, in relevant part, the following:

The MassHealth agency denies payment for nursing facility services to an otherwise eligible nursing-facility resident ... who transfers or whose spouse transfers countable resources for less than fair-market value during or after the period of time referred to as the look-back period.

### 130 CMR 520.018(B)

The “look back period” referred to in § 520.018(B), above, is sixty months, or 5 years, before the first date the individual is both a nursing facility resident *and* has applied for, or is receiving, MassHealth Standard. See 130 CMR 520.019(B). In the present case, the look back period spans back 5 years from 10/15/24 – the date that Appellant was both a nursing facility resident *and* had applied for MassHealth benefits.

A disqualifying transfer of resources is described as follows:

Disqualifying Transfer of Resources. The MassHealth agency considers ***any transfer during the appropriate look-back period by the nursing-facility resident or spouse of a resource, or interest in a resource, owned by or available to the nursing-facility resident or the spouse ... for less than fair-market value a disqualifying transfer*** unless listed as permissible in 130 CMR 520.019(D), identified in 130 CMR 520.019(F), or exempted in 130 CMR 520.019(J). The MassHealth agency may consider as a disqualifying transfer any action taken to avoid receiving a resource to which the nursing-facility resident or spouse is or would be entitled if such action had not been taken. Action taken to avoid receiving a resource may include, but is not limited to, waiving the right to receive a resource, not accepting a resource, agreeing to the diversion of a resource, or failure to take legal action to obtain a resource. In determining whether or not failure to take legal action to receive a resource is reasonably considered a transfer by the individual, the MassHealth agency considers the specific circumstances involved. A disqualifying transfer may include any action taken that would result in making a formerly available asset no longer available.

### 130 CMR 520.019(C)

MassHealth’s “strict limitations on asset transfers,” which were adopted pursuant to federal law, are intended to “prevent individuals from giving away their assets to their family and friends and forcing the government to pay for the cost of nursing home care.” *See Gauthier v. Dir. of the Office of Medicaid.*, 80 Mass. App. Ct. 777, 779 (2011) (citing *Andrews v. Division of Med. Assistance*, 68 Mass. App. Ct. 228, 229, (2007)).

In determining Appellant’s eligibility for MassHealth LTC benefits, MassHealth originally imposed an 82-day period of ineligibility between 10/7/24 and 1/7/25 based on disqualifying resource transfers Appellant made between 9/23/22 and 3/27/23. MassHealth later amended the start date to 11/13/24 based on an updated disqualifying transfer amount of \$11,587 comprised of 1) \$9,584 in non-cured transfers to Appellant’s daughter (\$24,369.00 less \$5,282 and \$9,500 in cures); and 2) a newly identified \$2,000 transfer related to Appellant’s [REDACTED] account.

It is undisputed that Appellant transferred \$24,369.00 to her daughter between 9/23/22 and 3/27/23 – a period of time that is within the 5-year lookback period. Appellant, however, disputes the imposition of a penalty period on several bases. First, she argues that the penalty period is not warranted because the transfers fall within one of the exceptions recognized under § 520.019(C), above. This exception, found in § 520.019(F), states, in pertinent part, the following:

(F) Determination of Intent. In addition to the permissible transfers described in 130 CMR 520.019(D), the MassHealth agency ***will not impose a period of ineligibility for transferring resources at less than fair-market value if the nursing-facility resident or the spouse demonstrates to the MassHealth agency’s satisfaction that:***

***(1) the resources were transferred exclusively for a purpose other than to qualify for MassHealth; ...***

130 CMR 520.019 (emphasis added).<sup>6</sup>

To assist state Medicaid agencies in interpreting this exception, the Center for Medicare and Medicaid Services published federal guidance in its *State Medicaid Manual (“SMM”)*, which includes the following instruction:

Transfers Exclusively for a Purpose Other Than to Qualify for Medicaid. --Require the individual to establish, to your satisfaction, that the asset was transferred for a purpose other than to qualify for Medicaid. ***Verbal assurances that the individual was not considering Medicaid when the asset was disposed of are not sufficient.***

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<sup>6</sup> Appellant’s representative did not argue that that the transfer was either “permissible” under 130 CMR 520.019(D) or “exempted” under 130 CMR 520.019(J), nor was any evidence presented to suggest these exceptions would apply to the transfer at issue.

***Rather, convincing evidence must be presented as to the specific purpose for which the asset was transferred.***

See *SMM*, Department of Health and Human Services HCFA, Transmittal No. 64, § 3258.10(C) (emphasis added).<sup>7</sup>

Appellant's representative testified that Appellant was living independently when she made the transfers and, until she had her stroke in [REDACTED] had no expectation that she would require nursing home level of care. Appellant further asserted that the transfers were not a gift, but rather, loans which she expected would be fully repaid by the daughter. While Appellant's testimony is credible, there was no objective documentation or medical records offered to corroborate Appellant's state of health during the time the transfers were made, nor was there any contemporaneous record to detail the existence of a repayment agreement. The element of "exclusivity" under § 520.019(F), means that the possibility of needing public assistance for medical care must not have weighed at all upon the applicant's mind at the time the decision was made. The verbal assurance offered by Appellant's representative at hearing did not rise to the level of convincing evidence needed to demonstrate that the transfers were made "exclusively for a purpose other than to qualify for MassHealth." 130 CMR 520.019(F)(1); see *Gauthier*, 80 Mass. App. Ct. at 785-786 ("federal law mandates a heightened evidentiary showing on [the issue of demonstrating intent when making a transfer for less than fair market value]").<sup>8</sup>

Moreover, distinguishing the transfers as a loan, as opposed to a gift, does not exempt them from being treated as disqualifying. MassHealth asset rules, state, in pertinent part, the following:

(J) Annuities, Promissory Notes, Loans, Mortgages, and Similar Transactions.

....

(3) Promissory Notes, Loans, or Mortgages. ***The value of any outstanding balance due on a promissory note, loan, or mortgage is considered a disqualifying transfer of assets, unless all of the following conditions are met:***

- (a) the repayment terms of the promissory note, loan, or mortgage are actuarially sound, based on actuarial tables as determined by the MassHealth agency;
- (b) the promissory note, loan, or mortgage provides for equal payment amounts

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<sup>7</sup> The *SMM* is a compilation of federal resources and procedural material needed by States to administer the Medicaid Program. The instructions provided therein are CMS's "official interpretations of the law and regulations, and, as such, are binding on Medicaid State agencies." See *SMM*, Foreword § B(1); see also 130 CMR § 515.002(B).

<sup>8</sup> The only written evidence that a repayment agreement existed is through a text message Appellant sent her daughter on 7/3/24, noting that she intended to downsize and needed to transfer the remaining bank loan balance to the daughter. See Exh. 9(F). This suggests that to the extent there was a repayment agreement, it had not been strictly enforced until Appellant had a need to downsize, which coincides with the same time Appellant sustained her stroke and had a decline in health.

during the life of the loan, with no deferral and no balloon payments; and  
(c) the promissory note, loan, or mortgage prohibits cancellation of the balance upon the death of the lender.

(4) Transactions Involving Future Performance. **Any transaction that involves a promise to provide future payments or services to an applicant, member, or spouse, including but not limited to transactions purporting to be annuities, promissory notes, contracts, loans, or mortgages, is considered to be a disqualifying transfer of assets to the extent that the transaction does not have an ascertainable fair-market value or if the transaction is not embodied in a valid contract that is legally and reasonably enforceable by the applicant, member, or spouse.** This provision applies to all future performance whether or not some payments have been made or services performed.

...

130 CMR 520.007(J).

The regulatory language above, indicates that unless the terms of the loan meet precise repayment requirements (see § J(3)) or are embodied in a legally binding and enforceable contract (see § (J)(4)), then MassHealth, by default, will treat the outstanding balance due as a disqualifying transfer. *Id.* While Appellant and her daughter may have had an informal repayment agreement, there was no evidence of a written contract or specific repayment terms that would allow MassHealth to exempt the loan from disqualifying transfer rules. Therefore, MassHealth was permitted to impose a penalty period on the unpaid portion of the loan pursuant to 130 CMR 520.007(J).

To calculate the unpaid value of the loan, MassHealth reduced the total transfer amount of \$24,369.00, first by accounting for multiple repayments the daughter made to Appellant totaling \$5,282.00, and later, an additional repayment amount of \$9,500. Based on the cumulative repayment amounts, MassHealth calculated a disqualifying transfer amount of \$9,584 (24,369.00 - 5,282 - 9,500).

Appellant disagreed with this calculation, asserting that MassHealth omitted two additional loan repayments: 1) a \$200 payment received by Appellant on 11/25/2022 and 2) a \$2,000 wire transfer from ██████ deposited into Appellant's account on 8/23/23. A review of the MassHealth accounting spreadsheet indicates that the \$200 transfer on 11/25/2022 was among the individual transfers that made up the \$5,282.00 cure amount.<sup>9</sup> Therefore, it was not improperly omitted from consideration.

Appellant did, however, demonstrate that MassHealth should have accounted for an additional cure of \$2,000. The evidence indicates that ██████ was the name of the daughter's company. Bank statements show that on 8/23/23, \$2,000 was deposited into Appellant's account via a wire transfer from ██████ See Exh. 9(A) and Exh. 10(A). Given that the transfers at issue were

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<sup>9</sup> Each of these transfers are identified in FN2, on page 2 of this decision.

alleged to be loans to help maintain the daughter's business, it is reasonable to conclude that the wire transfer was a repayment on the loan. Accordingly, the unpaid portion of the \$24,369.00 lent to Appellant's daughter is \$7,584 (i.e., \$24,369.00 - \$5,282 - \$9,500 - \$2,000).

Lastly, Appellant argued that MassHealth should not have included an additional \$2,000 disqualifying transfer amount related to Appellant's [REDACTED] account. During the record open period, MassHealth identified this as a new disqualifying transfer which had not been included in the original penalty period. While MassHealth noted that it needed proof of ownership of the [REDACTED] account, it did not identify the particular transaction upon which the \$2,000 resource transfer is based. The evidence shows that on 9/22/22, Appellant secured a \$25,000 personal bank loan, which included in part, a \$2,000 [REDACTED] consolidation. According to Appellant's representative, this was Appellant's account. The 9/22/22 consolidation merely shows that Appellant was transferring a preexisting debt from one lender to another.<sup>10</sup> Based on the evidence, MassHealth should count only the \$7,584 as the disqualifying transfer amount.

Once it is established that a disqualifying transfer is made, MassHealth calculates a period of ineligibility by adding "the value of all the resources transferred during the look-back period and divid[ing] the total by the average monthly cost to a private patient receiving long-term-care services in the Commonwealth of Massachusetts at the time of application, as determined by the MassHealth agency." See 130 CMR 520.019(G)(2). MassHealth then applies the period of ineligibility "beginning on the first day of the month in which the first transfer was made or the date on which the individual is otherwise eligible for long-term-care services, whichever is later." *Id.* Using this formula, a disqualifying transfer amount of \$7,584 divided by the average daily nursing home rate of at the time of application (10/5/24) of \$433.00,<sup>11</sup> results in an 18-day period of ineligibility ( $\$7,584 / 433$ ) beginning on Appellant's otherwise eligible date of 10/7/24 and lasting through 10/24/24. The start date of Appellant's LTC coverage should be adjusted to 10/25/24.

Based on the foregoing, this appeal is approved in part and denied in part.

## **Order for MassHealth**

Adjust the period of ineligibility to span between 10/7/24 and 10/24/24; approve Appellant's application for LTC coverage to start on 10/25/24.

## **Notification of Your Right to Appeal to Court**

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<sup>10</sup> Arguably, the payments that Appellant made to the new lender could have been deemed disqualifying; however, doing so would result in a potentially duplicative accounting of transfers, given that the loan payments Appellant made to her daughter were, at least partly, derived from loan disbursements she received through the bank. In addition, Appellant submitted evidence that she still owed a remaining balance of \$14,726.23 on the original \$25,000 loan.

<sup>11</sup> See MassHealth Eligibility Operations Memo 23-25 (Nov. 2023).

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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Casey Groff  
Hearing Officer  
Board of Hearings

cc: [REDACTED]  
[REDACTED]  
[REDACTED]

MassHealth Representative: Dori Mathieu, Springfield MassHealth Enrollment Center, 88 Industry Avenue, Springfield, MA 01104