

**Office of Medicaid
BOARD OF HEARINGS**

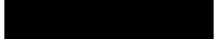
Appellant Name and Address:



Appeal Decision:	Denied	Appeal Number:	2513960
Decision Date:	11/19/2025	Hearing Date:	10/31/2025
Hearing Officer:	Alexandra Shube		

Appearance for Appellant:

Via Telephone:

 Pro se

Appearances for MassHealth:

Via Telephone:

Alana Murray, Springfield MEC
Karishma Raja, 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

Appeal Decision:	Denied	Issue:	Premium Billing
Decision Date:	11/19/2025	Hearing Date:	10/31/2025
MassHealth's Reps.:	Alana Murray; Karishma Raja	Appellant's Rep.:	Pro se
Hearing Location:	Springfield MassHealth Enrollment Center, Remote	Aid Pending:	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 September 24, 2025, MassHealth informed the appellant that she was approved for MassHealth CommonHealth with a \$21 monthly premium (Exhibit 1). The appellant filed this appeal in a timely manner on September 24, 2025 (see 130 CMR 610.015(B) and Exhibit 2). Determinations regarding scope or amount of assistance are valid grounds for appeal (see 130 CMR 610.032).

Action Taken by MassHealth

MassHealth approved the appellant for MassHealth CommonHealth with a monthly premium of \$21.

Issue

The appeal issue is whether MassHealth was correct in determining that the appellant is eligible for MassHealth CommonHealth with a \$21 monthly premium.

Summary of Evidence

All parties appeared at hearing via telephone. MassHealth was represented by an eligibility worker from the Springfield MassHealth Enrollment Center (MassHealth or MassHealth representative) and a worker from the Premium Billing department (Premium Billing or Premium Billing representative). The appellant appeared pro se.

The MassHealth representative testified that on September 24, 2025, MassHealth notified the appellant that she was approved for MassHealth CommonHealth with a monthly premium of \$21 starting October 2025. At the time of the notice, the appellant's most recently verified income was \$2,590.29 gross per month, or 193.62% of the Federal Poverty Level (FPL). The appellant has a verified disability and Medicare as her primary insurance. MassHealth is secondary to her Medicare. On September 26, 2025, the appellant updated her income to \$2,406.20 or 179.50% of the FPL, which resulted in a \$15 per month premium starting October 2025. A new MassHealth notice issued on September 26, 2025 informing the appellant of the change. MassHealth explained to the appellant that the premiums are calculated based on her verified income.

The Premium Billing representative testified that the appellant has \$160.60 past due on her account from unpaid premiums from May, June, and July 2025. Her May and June premiums were assessed at \$72.80 per month and her July premium was \$15 per month. MassHealth issued a notice on April 3, 2025 informing the appellant that she was approved for MassHealth CommonHealth with a \$72.80 monthly premium starting in May 2025. On June 20, 2025, MassHealth redetermined her eligible for CommonHealth with a monthly premium of \$15 starting in July 2025. Her coverage was closed for nonpayment of premiums in July 2025 and the appellant requested a payment plan for the past due premiums. Once the payment plan was processed, the appellant was redetermined eligible for MassHealth CommonHealth and was approved on August 19, 2025 with a monthly premium of \$15 starting September 2025. The appellant was billed \$72.80 per month for May and June 2025 and \$15 per month for July 2025, and these amounts are currently outstanding. The appellant has defaulted on two payments plans within a 24-month time frame due to missing the due date. The first payment plan was created on December 19, 2023 and the second payment plan, on August 7, 2025. Premium Billing cannot set up a third payment plan until December 19, 2025.

The appellant testified that she had surgery on her hand, she has difficulty understanding things, and has a poor memory. The multiple notices with different premium amounts have been very confusing and stressful. She is on disability and does not understand why the amount keeps changing when her income hasn't changed. She stated she only makes \$19 per hour.¹ She was looking to appeal the \$72 premium that was assessed in April 2025.

¹ Multiple pay stubs reflecting March through June 2025 pay periods submitted by the appellant show she works 35 hours every two weeks (or 17.5 hours per week) at \$19.57 per hour. Exhibit 5.

MassHealth responded that in April 2025, her income was verified and there was a federal data match that occurred showing her income was at 291.25% of the FPL. A notice went out at that time (April 3, 2025) and she could have addressed it then.

Findings of Fact

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

1. The appellant is a disabled adult under the age of 65 (Testimony and Exhibit 4).
2. On September 24, 2025, MassHealth informed the appellant that she was approved for MassHealth CommonHealth with a monthly premium of \$21 starting October 2025 (Testimony and Exhibits 1 and 6).
3. At the time of the notice, the appellant's most recently verified income was \$2,590.29 gross per month, or 193.62% of the FPL (Testimony).
4. On September 24, 2025, the appellant timely appealed the notice (Exhibit 2).
5. On September 26, 2025, the appellant updated her income and MassHealth notified her that she was eligible for MassHealth CommonHealth with a monthly premium of \$15 starting October 2025 (Testimony and Exhibits 1 and 6).
6. The appellant has \$160.60 past due on her account for unpaid premiums from May, June, and July 2025. Her May and June premiums were assessed at \$72.80 per month and her July premium was \$15 per month. (Testimony and Exhibit 6).
7. The appellant is looking to dispute the \$72 monthly premium assessed by MassHealth in a notice issued to the appellant on April 3, 2025 (Testimony and Exhibit 6).
8. The appellant did not appeal the April 3, 2025 notice (Testimony).

Analysis and Conclusions of Law

According to 130 CMR 505.004(I), disabled adults who qualify for MassHealth CommonHealth may be assessed a premium in accordance with the premium schedule provided in 130 CMR 506.011(B)(2).

Based on the September 24, 2025 notice that was timely appealed, the issue on appeal is whether MassHealth was correct in determining that the appellant's monthly premium is \$21.00. To calculate a monthly premium, MassHealth uses the formula outlined in 130 CMR 506.011(B)(2),

which states the following in relevant part:

(b) 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.**

CommonHealth Full Premium Formula Young Adults and Adults about 150% of the FPL and Children above 300% of the FPL		
Base Premium	Additional Premium Cost	Range of Monthly Premium Cost
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%	\$40 - \$192

(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.

CommonHealth Supplemental Premium Formula	
% of Federal Poverty Level (FPL)	Monthly Premium Cost
Above 150% to 200%	60% of full premium

(Empasis added).

At the time of the notice, the appellant, who has a verified disability and Medicare as her primary insurance, had verified income of \$2,590.29 gross monthly, or 193.62% of the FPL. Based on 506.011(B)(2)(b) and (c), MassHealth correctly determined the monthly premium, which is determined by the appellant's income. As she is on Medicare, a health insurance to which MassHealth does not contribute, MassHealth correctly assessed a lower supplemental premium. At 193.62% of the FPL, her full premium would have been \$35 (\$15 plus \$20 for each additional 10% FPL). But since she is on Medicare as her primary, MassHealth applied the Supplemental Premium Formula. As her income is between 150% to 200% of the FPL, she pays 60% of the full

premium, or \$21 (60% of the \$35 premium). Thus, the premium was correctly assessed at \$21 at the time of the notice. On September 26, 2025, the appellant updated her income to \$2,406.20 gross monthly, or 179.50% of the FPL, and MassHealth adjusted her monthly premium accordingly, to \$15, using the same formula described above.

The appellant testified that the main issue she wanted to appeal was the \$72 premium that was assessed for the months of May and June 2025. These premiums, plus \$15 for the month of July 2025, lead to the outstanding past due premium balance of \$160. Unfortunately, the time to address the \$72 premium was in April when MassHealth assessed it based on the federal data match of her income. A MassHealth notice went out on April 3, 2025 informing the appellant of the premium, but was never appealed.

The Board of Hearings 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 third day after mailing;

(2) unless waived by the Director or his or her designee, 120 days from

(a) the date of application when the MassHealth agency fails to act on an application;

(b) the date of request for service when the MassHealth agency fails to act on such request;

(c) the date of MassHealth agency action when the MassHealth agency fails to send written notice of the action; or

(d) the date of the alleged coercive or otherwise improper conduct, but up to one year from the date of the conduct if the appellant files an affidavit with the Director...

130 CMR 610.015(B); emphasis added.

The current appeal filed on September 24, 2025 far exceeds the 60 days within which a member must file an appeal for an April 3, 2025 notice. The appellant did not allege that she did not receive the notice or that MassHealth never sent it, only that the changing premiums were confusing and stressful; however, even if MassHealth had failed to send written notice of the action, the filing date of September 24, 2025 also exceeds the 120 days to file when there is no written notice. For

these reasons, the \$72 premium assessed in April 2025 is outside the scope of this appeal.²

Based on the September 24, 2025 notice under appeal, MassHealth correctly determined the monthly premium and 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.

Alexandra Shube
Hearing Officer
Board of Hearings

MassHealth Representative: Dori Mathieu, Springfield MassHealth Enrollment Center, 243 Cottage Street, Springfield, MA 01104

Premium Billing

² The appellant had ample notice to address the \$72 premium sooner: the original April 3, 2025 notice; the June 20, 2025 notice informing her of the change in her premium; and the closure for nonpayment of premiums in July 2025, at which point the appellant requested a payment plan.