

**Office of Medicaid
BOARD OF HEARINGS**

Appellant Name and Address:



Appeal Decision:	Denied	Appeal Number:	2514207
Decision Date:	10/31/2025	Hearing Date:	10/27/2025
Hearing Officer:	Amy B. Kullar, Esq.		

Appearance for Appellant:

Pro se

Appearances for MassHealth:

Michael Rossi, Quincy MassHealth Enrollment Center; 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:	Community eligibility - under 65; Premium Billing
Decision Date:	10/31/2025	Hearing Date:	10/27/2025
MassHealth's Reps.:	Michael Rossi; Karishma Raja	Appellant's Rep.:	<i>Pro se</i>
Hearing Location:	Quincy Harbor South 7 (Telephone)	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 August 26, 2025, MassHealth informed the appellant that his MassHealth CommonHealth benefits would terminate on September 9, 2025 because he has past due premiums. *See* Exhibit 1. The appellant filed this appeal in a timely manner on September 26, 2025. *See* 130 CMR 610.015(B) and Exhibit 2. Termination of assistance is valid grounds for appeal. *See* 130 CMR 610.032.

Action Taken by MassHealth

MassHealth informed the appellant that it would terminate his benefits for failure to pay his MassHealth CommonHealth premiums.

Issue

The appeal issue is whether MassHealth was correct in determining that the appellant did not pay his MassHealth CommonHealth premiums, and therefore correctly terminated his MassHealth

CommonHealth coverage.

Summary of Evidence

All parties participated telephonically. MassHealth was represented by a worker from the Quincy MassHealth Enrollment Center (MEC worker) and a worker from the Premium Billing Unit (PBU). The appellant appeared *pro se* and verified his identity. The following is a summary of the testimonies and evidence provided at the hearing:

The MEC worker testified that the appellant is an adult between the ages of [REDACTED] who resides in a household of one. The appellant was approved for MassHealth CommonHealth on April 5, 2025, with a monthly premium of \$64.00 starting in May 2025¹. The MEC worker testified that on June 9, 2025, the appellant called MassHealth customer service and updated his income by phone, which triggered the issuance of a MassHealth CommonHealth approval notice dated June 16, 2025, with a new premium of \$352.00 per month beginning in July 2025². On August 26, 2025, after being notified of the appellant's unpaid premiums by the PBU, MassHealth issued a termination notice informing the appellant that his MassHealth benefits would terminate on September 9, 2025, due to the appellant's failure to pay his past due premiums.

The PBU representative testified that prior to the appellant updating his income with MassHealth in June 2025, he had been assessed a \$64 monthly premium; this was the amount the appellant owed for June 2025. On June 7, 2025, the appellant was billed \$64.00 for his June 2025 premium, but he never paid it, prompting the August 26, 2025 notice under appeal. She explained that a member has 60 days from the date of the bill to pay. The PBU representative confirmed that after the appellant updated his income with MassHealth in June 2025, his premium increased to \$352 per month, starting in July 2025. On July 7, 2025, the PBU sent the first invoice for the appellant's new monthly premium, \$352.00. The PBU also sent the appellant an invoice on August 7, 2025 for his \$352 August 2025 premium. As of the date of the hearing, the PBU has not received payment from the appellant for the outstanding invoices for June 2025 (\$64), July 2025 (\$352) and August 2025 (\$352); the appellant currently owes \$768.00 in unpaid premiums.

The appellant offered testimony. He stated that he believed he called MassHealth and canceled his MassHealth coverage in May or June 2025, after he learned that his premium would rise substantially when he updated his income. The appellant stated that in May or June 2025 he notified MassHealth that he now had insurance through his employer, and he did not intend to maintain MassHealth coverage at the higher cost. The appellant asserted he had not realized the coverage had not been terminated in May or June 2025 when he contacted MassHealth customer service in September 2025, and that his premium payment obligations continued. The

¹ The appellant paid his May 2025 premium of \$64 on 5/30/2025. Testimony; Exhibit 5 at 11.

² A search of Board of Hearings records by the Hearing Officer indicates that the only notice the appellant has appealed in 2025 is the instant termination notice on appeal.

appellant did not deny receiving the premium invoices for June-August 2025.

The MEC worker responded to the appellant's testimony by stating that in preparation for this hearing, he had his supervisor pull the call logs for the appellant's communications with MassHealth customer service in May 2025 and June 2025. The MEC worker stated there were no calls with the appellant logged in May 2025; the MEC worker then reviewed the June 2025 customer service call notes from the two June 2025 calls the appellant made to MassHealth. *See also* Exhibit 6³.

On June 4, 2025, the appellant called MassHealth customer service. This note is brief; the appellant stated he needed to complete a renewal application. The appellant asked if he called tomorrow to complete the renewal, would that be timely. The MassHealth customer service representative advised the appellant to complete his renewal by 7/12/2025. The call then ended. Testimony; Exhibit 6. On June 9, 2025, the appellant called MassHealth customer service for the second time; the call log notes reflect the following:

6/9/2025 – 8:47am

- The member called to complete the renewal over the phone.
- The member wanted to complete the renewal on the call as he would be on vacation on the date the renewal is due.
- The [customer service representative] completed the renewal over the phone with the member and updated the income information.
- The CSR reviewed the notice with the member and advised that his premium bill had increased to \$352.
- The member stated he could not afford the premium and asked if there were any options for him.
- The CSR advised the member that he could speak with premium billing to see if they were able to assist him.
- The member wanted to speak with premium billing and asked what he would need to do if he wanted to cancel coverage in the Month of July.
- The CSR advised that the member could call in and cancel his coverage.
- The CSR transferred the member to premium billing.

Id.

The PBU representative testified that she has a record of the transferred June 9, 2025 call; the appellant did not request to cancel his coverage during that call with the PBU. Testimony. She stated that the next call logged between the PBU and the appellant occurred on September 24,

³ The MEC worker emailed the Hearing Officer the transcript of the call logs during the hearing. Exhibit 6.

2025; during that call, the appellant stated he wanted to cancel his coverage; but she stated that the notes indicated that there was no “affirmative escalation” submitted to Premium Billing that the appellant wanted to cancel his coverage as a result of that call. Testimony. The appellant was mailed a hardship waiver form on that same date. The appellant stated in response to this testimony that he believed he cancelled his MassHealth coverage in June 2025, when he called in to MassHealth customer service.

Findings of Fact

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

1. On June 9, 2025, the appellant, an adult between the ages of [REDACTED] with a verified disability, reported an income change to MassHealth, and his MassHealth CommonHealth premium changed from \$64 per month to \$352 per month beginning in July 2025. The appellant was sent an approval notice on June 16, 2025 informing him of his new premium; this notice was not appealed. Testimony; Exhibit 5.
2. MassHealth PBU sent an invoice for the \$64.00 June 2025 premium on June 7, 2025; MassHealth PBU sent invoices for the new \$352.00 premium on July 7, 2025, and August 7, 2025, respectively. Testimony; Exhibit 5.
3. The appellant did not pay his June 2025 premium within 60 days and on August 26, 2025, MassHealth issued a termination notice informing the appellant that his MassHealth benefits would terminate on September 9, 2025 for failure to pay his past due premiums. This is the notice under appeal. Testimony and Exhibit 1.
4. On September 26, 2025, the appellant timely appealed the August 26, 2025 termination notice. Exhibit 2.
5. The appellant has past due premiums from June 2025 for \$64.00 and from July 2025 and August 2025 for \$352.00. His past due premiums total \$768.00. Testimony; Exhibit 5.
6. The assessment of a premium, and the specific premium amounts assessed by MassHealth, were not disputed by the appellant. Testimony.

Analysis and Conclusions of Law

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

Additionally, 130 CMR 506.011(D) states the following regarding delinquent premium payments, with emphases added:

(1) Termination for Delinquent Premium Payments. **If the MassHealth agency 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. The member will be sent a notice of termination before the date of termination.** The member's eligibility will not be terminated if, before the date of termination, the member

- (a) pays all delinquent amounts that have been billed;
- (b) establishes a payment plan and agrees to pay the current premium being assessed and the payment-plan-arrangement amount;
- (c) is eligible for a nonpremium coverage type;
- (d) is eligible for a MassHealth coverage type that requires a premium payment and the delinquent balance is from a CMSP benefit; or
- (e) requests a waiver of past-due premiums as described in 130 CMR 506.011(G).

(2) Default on a Payment Plan.

- (a) If the member does not make payments in accordance with the payment plan within 30 days of the date on the bill, the member's payment plan is terminated and the past due balance is due in full.
- (b) If the member is in a premium-paying coverage type and does not pay the past due amount within 60 days of the date on the bill, the member's eligibility is terminated.
- (c) If a member has defaulted on a payment plan twice within a 24-month period, the member must pay in full any past due balances before they can be determined eligible for a coverage type that requires a premium payment.
- (d) A member may be granted additional payment plans if the member has been approved for a hardship waiver as described at 130 CMR 506.011(F).

Pursuant to 130 CMR 516.006(B), MassHealth benefits terminate or downgrade no sooner than 14 days from the date of the termination or downgrade notice. Additionally, 130 CMR 516.008(B) states that the MassHealth agency provides members notice of any changes in coverage type or loss of coverage.

Here, the appellant was billed for premiums at issue beginning on June 7, 2025. The appellant received additional invoices on July 7, 2025 and August 7, 2025. MassHealth did not receive payment for any of the invoices, and the appellant acknowledged he did not make any payments for his past due June 2025 premium, or his July 2025 and August 2025 premiums. As it did not receive any payment within 60 days of the date on the June 2025 bill, MassHealth

correctly issued its August 26, 2025 termination notice informing the appellant that his benefits would terminate on September 9, 2025 (14 days from the date of the notice) for failure to pay premiums.

Regulations at 130 CMR 506.011(C) address premium payment billing as follows:

- (1) With the exception of persons described in 130 CMR 505.004(C): Disabled Adults, MassHealth members who are assessed a premium are responsible for monthly premium payments beginning with the calendar month following the date of the MassHealth agency's eligibility determination.
- (2) Persons described in 130 CMR 505.004(C): Disabled Adults who are assessed a premium, are responsible for monthly premium payments beginning with the calendar month following the date the deductible period ends, or the calendar month following the month in which the member has verified that the deductible has been met, whichever is later.
- (3) Members who are assessed a revised premium as the result of a reported change, or any adjustment in the premium schedule are responsible for the new premium payment beginning:
 - (a) with the calendar month following the reported change if the premium is increased; or
 - (b) with the calendar month of the reported change if the premium is decreased or no longer assessed.
- (4) Members who have been assessed premiums but who are subsequently determined eligible for MassHealth benefits that do not require a premium will not be charged a premium for the calendar month in which the coverage type changes or thereafter.
- (5) ***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.***

(Emphasis added)

This appeal involves \$768.00 of unpaid premiums that were billed to the appellant for his MassHealth CommonHealth benefits. In May 2025, the appellant was approved for MassHealth CommonHealth benefits with a total monthly premium of \$64.00. The record shows that the appellant called MassHealth customer service in June 2025 to update his income and complete a renewal application for his benefits, but there is no indication in the record evidence that the appellant attempted to cancel his MassHealth CommonHealth benefits beyond the appellant's testimony, which is contradicted by the written record and the testimony of the MassHealth representatives. Furthermore, the appellant never disputed MassHealth's calculation and assessment of the monthly premium; he paid his May 2025 bill timely. The appellant received bills for the months of June, July, and August 2025; at no time upon receiving these bills was the appellant prevented from calling MassHealth and canceling his MassHealth CommonHealth

benefits. On August 26, 2025, MassHealth informed the appellant that it planned to terminate his benefits for a failure to pay the monthly premiums. The appellant seeks to have the past due premiums waived, based primarily on the assertion that he called MassHealth customer service in May or June 2025 and canceled his coverage.

The appellant did not dispute that he received all notices and invoices sent to him by MassHealth. He asserts that he did cancel his MassHealth coverage via telephone in June 2025. I do not credit this testimony; the written record of the appellant's June 2025 calls with MassHealth customer service do not support this assertion. By all accounts, as of the date of the hearing, the appellant has still not called to cancel his MassHealth benefits. The appellant received notification of his new \$352 premium amount by notice dated June 16, 2025; if he had contacted MassHealth to cancel his coverage by 8/15/2025, MassHealth would have waived the appellant's past due July and August premiums. However, the evidence shows that the appellant never called MassHealth customer service or the PBU between June 10, 2025 and September 24, 2025 to cancel his benefits. Based on the evidence in the hearing record and the above regulations, MassHealth was correct to terminate the appellant's benefits and to pursue payment of the \$768.00 past due premiums. This appeal is therefore DENIED.

The appellant may contact the MassHealth Premium Billing Unit to inquire about a payment plan or to file a hardship waiver, if appropriate.

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.

Amy B. Kullar, Esq.
Hearing Officer
Board of Hearings

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

cc: Premium Billing Unit