

STATE OF VERMONT

HUMAN SERVICES BOARD

In re) Fair Hearing No. R-03/17-102
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Appeal of)
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INTRODUCTION

The petitioner appeals a decision by Vermont Health Connect (VHC) denying his request to waive or pay the arrearage he owes in premiums to his insurance carrier for health coverage he received in 2016 and January 2017. The issue is whether such relief is allowable under the regulations or as a matter of law.

A telephone hearing in the matter was held on March 21, 2017. The following facts are not in dispute, and are based on the representations of the parties and the documents submitted at and pursuant to that hearing.

FINDINGS OF FACT

1. In 2015 the petitioner was enrolled in a "Bronze" health plan through Blue Cross/Blue Shield (BC/BS). In December 2015 the petitioner notified VHC that he wished to enroll in a "Silver" BC/BS plan effective January 1, 2016.

2. Through a system error, that change in coverage was not timely processed, and the petitioner continued to be billed for the less-expensive Bronze plan coverage.

3. On April 11, 2016 the petitioner's wife gave birth to another child. VHC's records show that on April 13, 2016 it processed the petitioner's Silver plan coverage effective January 1, 2016.

4. VHC's records show that its system did not reflect this coverage until June 15, 2016.

5. On June 21, 2016 VHC became aware that there was a problem with enrolling the petitioner's children in the correct plan. (One of the petitioner's children is disabled and receives coverage through Katie Beckett Medicaid.)

6. On July 20, 2016 the petitioner called VHC after receiving a premium bill of around \$5,000 for Silver Plan coverage back to January 1. On July 26, 2016 the petitioner notified VHC that he wished to be switched back to the Bronze plan back from January 1 through May 31, 2016, and be enrolled in the Silver plan effective June 1, 2016.

7. VHC's records indicate that it took until September 2, 2016 to approve and complete this change. On that date it informed the petitioner that his bill, as of that date, for this coverage was \$2,269.39.

8. VHC's records do not reflect any further telephone contact with the petitioner until January 3, 2017, when the petitioner called with questions regarding arrearages he had been billed for in 2016. VHC's records indicate that the petitioner had not received timely invoices for his Silver plan coverage in the months following September 2016.

9. VHC's records show that on January 31, 2017 the petitioner called to cancel his BC/BS Silver plan coverage, which VHC did, effective that same day. (It appears that the petitioner then privately purchased his own insurance.)

10. It appears that BCBS has continued to bill the petitioner for an unpaid balance of \$619.85 for premiums in 2016, and \$818.62 for his coverage in January 2017. There is no claim or indication that these unpaid amounts have affected, or will affect, his ongoing insurance coverage.

11. Although the petitioner stated that he finds the above amounts "suspect", he did not make a specific argument that they are inaccurate. He also does not dispute that BC/BS provided him with the appropriate level of insurance coverage for all the months in question.

12. The petitioner maintains that VHC should pay BC/BS any claimed premium arrearages because VHC did not treat him "fairly".

ORDER

The petitioner's appeal is dismissed as beyond the Board's jurisdiction.

REASONS

The Board may not reach the merits of any petitioner's case if it does not have jurisdiction over the subject matter of his or her claims. Fair Hearing Nos. H-04/16-422, L-01/16-36, and J-04/15-389. Whatever amount of unpaid premiums that the petitioner may owe BC/BS at this point, his request that VHC be ordered to pay these arrearages is essentially a claim for monetary damages.

There is no dispute in this matter that VHC made a series of mistakes and delays that resulted in the petitioner not being timely and accurately billed for the insurance coverage he received through January 2017. However, the Board has consistently held that nothing in the VHC rules authorizes a waiver, reduction, or payment of claims for arrearages resulting from unpaid premiums, even when mistakes and/or delays on the part of VHC may have caused or contributed to those arrearages. Moreover, the Vermont Supreme Court has ruled (including in a case affirming a decision by the Human Services Board) that "an administrative

agency may not adjudicate private damages claims." See, e.g., Fair Hearing No. B-03/08-104, *citing Scherer v. DSW*, Unreported, (Dkt. No. 94-206, Mar. 24, 1999) and *In re Buttolph*, 147 Vt. 641 (1987).

At this time VHC has neither taken nor contemplated any adverse action against the petitioner other than having billed him for arrearages in premium payments he owes to BC/BS for insurance coverage he received in 2016 and January 2017.¹ As noted above, the petitioner terminated his BC/BS insurance coverage through VHC as of January 31, 2017; he does not claim that prior to that date he suffered any loss of insurance coverage or paid any out-of-pocket medical expenses that should have been covered; and he has made no showing that the billed arrearages are inaccurate based on the insurance coverage he, in fact, received. Inasmuch as the petitioner currently has no grievance against VHC that can be recognized by the Board under 3 V.S.A. § 3091(a), his case must be dismissed for lack of jurisdiction.

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¹The petitioner is free to negotiate with BC/BS regarding payment of these arrearages.