

STATE OF VERMONT

HUMAN SERVICES BOARD

In re) Fair Hearing No. B-04/15-430
)
Appeal of)

INTRODUCTION

Petitioner appeals a decision by Vermont Health Connect ("VHC") denying his request to change the effective start date of the Qualified Health Plan ("QHP") he selected for 2015 from January 1, 2015 to March 1, 2015. The issue is whether VHC's decision to require an effective start date of January 1, 2015 complies with its regulations.

The following facts are adduced from testimony of petitioner and a VHC case manager during telephone hearings held on May 11 and June 8, 2015, and from copies of VHC records, including a compact disk with recordings of three telephone conversations with VHC, received by the Board on June 12, 2015.¹

¹ All of VHC's records submitted in this matter have been admitted into the evidentiary record without objection.

FINDINGS OF FACT

1. Petitioner previously received his health insurance in 2014 through a Blue Cross Blue Shield ("BCBS") Silver Plan from the VHC Exchange.

2. VHC mailed petitioner a renewal notice dated October 7, 2014 that provided him with information about how to renew his existing coverage or change QHPs for 2015.

3. On December 2, 2014, petitioner's mother, whom he had authorized to speak with VHC on his behalf, informed VHC that petitioner was requesting to change from his BCBS Silver Plan to a BCBS Standard Bronze Plan for 2015.

4. Due to delays in implementing petitioner's requested change, VHC did not mail petitioner a notice of decision until mid-March, and it did not mail petitioner any invoices for premiums due for the BCBS Bronze Plan in December, January or early February of 2015.

5. Petitioner credibly testified that he and his mother called VHC in February because he had not yet received any invoices for his 2015 QHP.

6. A February 13, 2015 Service Request note indicates that a VHC representative contacted petitioner's mother by telephone on that date regarding his 2015 coverage, but did not discuss his coverage because of the representative's

determination that petitioner's mother was no longer authorized to speak with VHC on petitioner's behalf.

7. A VHC case manager credibly testified that VHC completed petitioner's requested change to a BCBS Bronze Plan in its system on February 13, 2015.

8. VHC mailed petitioner an invoice dated February 19, 2015 which indicated that he was enrolled in the BCBS Bronze Plan he had selected, and that he owed premiums totaling \$174.72 for two months of coverage under the BCBS Bronze Plan and VHC Dental.

9. Petitioner credibly testified that during a conversation in February, a VHC representative told him and his mother that he could change the effective date of his BCBS Bronze Plan from January 1, 2015 to March 1, 2015.

10. While petitioner was credible in recounting what the VHC representative had told him and his mother during the telephone conversation in February, he did not accurately recall the date of that conversation. He believed it was on February 13, 2015, but VHC's Service Request notes document a conversation only with petitioner's mother on that date.

11. With respect to a telephone call between a VHC representative and both petitioner and his mother, Service Request notes for February 26, 2015 reflect two conversations

on that date regarding a change in petitioner's income and the start date for his coverage.

12. A recording of one of the calls on February 26, 2015 reflects that, in response to a request from petitioner's mother about the status of his coverage, the VHC representative initially informed petitioner and his mother that he had a January 1, 2015 start date. However, in response to petitioner's mother asking whether they would have to pay back premiums, the VHC representative confirmed that they would, but then offered to request a change to a start date of March 1, 2015. She further informed petitioner and his mother that she would add a note to his account requesting that change.

13. Based on the February 26, 2015 conversation, petitioner had expected a March 1, 2015 start date for his BCBS Bronze Plan, and he asserted that it will be financially challenging for him if he is held responsible for the premiums for January and February.

14. VHC mailed petitioner an invoice dated March 3, 2015 which indicated that he owed premiums for the BCBS Bronze Plan and VHC Dental totaling 349.44 for coverage from January through April. Petitioner has paid the amount due on this

invoice, and has continued to pay the amounts due on invoices for subsequent months.

15. VHC mailed petitioner a notice titled "Vermont Health Connect Renewal Notice of Decision: 2015 Health Care Benefits" dated March 12, 2015. This notice confirmed that petitioner has been switched from a BCBS Silver Plan in 2014 to a BCBS Bronze Plan in 2015, and informed petitioner that he has been approved for federal and state subsidies effective January 1, 2015.

16. Petitioner credibly testified that he did not have any reason to seek, and did not receive, medical care in January or February of 2015.

17. An April 9, 2015 Service Request note indicates that petitioner's mother called VHC on that date to appeal the decision to enroll petitioner in the BCBS Bronze Plan effective January 1, 2015 because petitioner was expecting a March 1, 2015 start date.

18. At hearing, petitioner again requested that VHC change the start date for his BCBS Bronze Plan to March 1, 2015, and requested that he receive a refund for January and February of 2015.

ORDER

VHC's decision to deny petitioner's request for a coverage date effective March 1, 2015 is affirmed.

REASONS

VHC's regulations include specific requirements for determining an effective date of coverage for an individual who selects a QHP during the 2015 Annual Open Enrollment Period ("AOEP"). Health Benefits Eligibility and Enrollment (hereafter "HBEE") Rule § 71.02(f). As petitioner is appealing VHC's denial of his request to change the effective date of his coverage to March 1, 2015, he has the burden of proving by a preponderance of the evidence that VHC's decision is inconsistent with its applicable rules. Fair Hearing Rule 1000.3(O)(4).

When a qualified individual, such as petitioner in this case,² changes health insurance plans during an AOEP, VHC must adhere to the following requirement when determining the effective date of coverage for the new QHP.

For the benefit year beginning on January 1, 2015, coverage will be effective:

² It is undisputed that petitioner is a "qualified individual." HBEE § 3.00 (defining a "qualified individual" as "an individual who has been determined eligible by AHS to enroll in a QHP").

- (1) January 1, 2015, for QHP selections received on or before December 15, 2014.

HBEE § 71.02(f) (emphasis added).

As shown in the Findings of Fact, *supra*, there is no dispute that VHC received petitioner's QHP selection, through his mother's request to change his coverage to a BCBS Bronze Plan for 2015, on December 2, 2014, well before the mid-December deadline for enrollment effective January 1, 2015. While petitioner has raised legitimate concerns about VHC's six-week delay in enrolling him and the VHC representative incorrectly raising expectations that he would not be responsible for the January and February premiums, the above referenced regulation does not provide for exceptions allowing a later start date under these circumstances. *Id.*

Moreover, petitioner did not offer evidence or argument that would support any other basis for making an exception to VHC's rules and granting his request for a later start date. Of significance in this case, he has not alleged that his mother requested an effective coverage date after January 1st when she called VHC on his behalf on December 2, 2014, or that he made any such request before the end of 2014.

Instead, the evidence demonstrates that petitioner understood he would be enrolled in a new plan effective January 1st from the time of his requested plan change in early December through late February. Petitioner's explanation that he and his mother called VHC in February because he had not received any invoices establishes that, up to that time, he had expected the BCBS Bronze Plan coverage to start on January 1st and that he had intended to pay the premiums for January and February when the invoices arrived. It was not until February 26th, when a VHC representative offered to request a change to the BCBS Bronze Plan's effective date, that petitioner had any reason to expect that his coverage might start on March 1st instead of January 1st.

It is understandable that petitioner would now prefer the offered March 1st start date because it turns out he did not need medical care in January or February. However, there is no authority in the rules for delaying an effective coverage date by two months because petitioner remained in good health and incurred no medical expenses during that time.

In conclusion, petitioner did not prove that VHC incorrectly applied its rules when it started his coverage on January 1st based on his plan selection in early December, and there is no other basis for making an exception to those

rules. *Id.* In addition, as January 1, 2015 is the correct effective coverage date for petitioner under HBEE § 71.02(f), there is no regulatory basis for providing him with a refund of the premiums for January and February. HBEE § 64.01(j).

For the foregoing reasons, VHC's denial of petitioner's request for a coverage date effective March 1, 2015 is consistent with the applicable rules, and its decision must be affirmed. 3 V.S.A. § 3091(d), Fair Hearing Rule No. 1000.4D.

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