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H.156

Introduced by Representatives Cina of Burlington, Christie of Hartford,  
Andriano of Orwell, Anthony of Barre City, Biron of  
Vergennes, Black of Essex, Bluemle of Burlington, Bos-Lun of  
Westminster, Brumsted of Shelburne, Burke of Brattleboro,  
Burrows of West Windsor, Campbell of St. Johnsbury, Casey of  
Montpelier, Chapin of East Montpelier, Chesnut-Tangerman of  
Middletown Springs, Cole of Hartford, Conlon of Cornwall,  
Cordes of Lincoln, Durfee of Shaftsbury, Elder of Starksboro,  
Emmons of Springfield, Farlice-Rubio of Barnet, Goldman of  
Rockingham, Headrick of Burlington, Hooper of Randolph,  
Hooper of Burlington, Howard of Rutland City, Hyman of  
South Burlington, Krasnow of South Burlington, LaBounty of  
Lyndon, LaMont of Morristown, Logan of Burlington, Masland  
of Thetford, McCann of Montpelier, McFaun of Barre Town,  
McGill of Bridport, Mulvaney-Stanak of Burlington, Nicoll of  
Ludlow, Noyes of Wolcott, Ode of Burlington, Page of  
Newport City, Pajala of Londonderry, Patt of Worcester,  
Pouech of Hinesburg, Rachelson of Burlington, Rice of Dorset,  
Satcowitz of Randolph, Scheu of Middlebury, Sheldon of  
Middlebury, Sims of Craftsbury, Small of Winooski, Stebbins

1 of Burlington, Stone of Burlington, Surprenant of Barnard,  
2 Toleno of Brattleboro, Troiano of Stannard, White of Bethel,  
3 Whitman of Bennington, and Wood of Waterbury

4 Referred to Committee on

5 Date:

6 Subject: Health; health care reform; publicly financed health care; Green

7 Mountain Care

8 Statement of purpose of bill as introduced: This bill proposes to implement  
9 Green Mountain Care, a publicly financed health care program for all Vermont  
10 residents, over time, starting with primary care in the first year, adding  
11 preventive dental and vision care in the second year, and incorporating  
12 additional health care services in later years. It would establish the Universal  
13 Health Care Advisory Group at the Green Mountain Care Board to provide  
14 recommendations to the General Assembly regarding the sequencing of and  
15 financing for the health care services to be added in the third through tenth  
16 years of Green Mountain Care's implementation. The bill would also express  
17 legislative intent regarding funding sources for Green Mountain Care and  
18 would prohibit health insurance plans and rates from reflecting duplication of  
19 the coverage provided by Green Mountain Care.

20 An act relating to incremental implementation of Green Mountain Care

1 It is hereby enacted by the General Assembly of the State of Vermont:

2 Sec. 1. PURPOSE

3 The purpose of this act is to initiate the incremental implementation of  
4 Green Mountain Care by starting to provide comprehensive, affordable, high-  
5 quality, publicly financed health care for all Vermonters in accordance with the  
6 principles established in 2011 Acts and Resolves No. 48. The act gradually  
7 expands the benefits available through Green Mountain Care over 10 years,  
8 beginning with publicly financed primary care in the first year, adding  
9 preventive dental and vision care in the second year, and adding the remaining  
10 health care services according to a schedule recommended by the Green  
11 Mountain Care Board's Universal Health Care Advisory Group. It is the intent  
12 of the General Assembly that, by the 10th year, the Green Mountain Care  
13 benefit package should be at least as comprehensive as the benefit package  
14 contemplated for the program in 2011 Acts and Resolves No. 48.

15 Sec. 2. 33 V.S.A. chapter 18, subchapter 2 is amended to read:

16 Subchapter 2. Green Mountain Care

17 \* \* \*

18 § 1822. IMPLEMENTATION; WAIVER

19 (a) Green Mountain Care shall be implemented 90 days following the last  
20 to occur of:

1           (1) ~~Receipt~~ receipt of a waiver under Section 1332 of the Affordable  
2 Care Act pursuant to subsection (b) of this section; and

3           (2) ~~Enactment of a law establishing the financing for Green Mountain~~  
4 ~~Care.~~ [Repealed.]

5           (3) ~~Approval by the Green Mountain Care Board of the initial Green~~  
6 ~~Mountain Care benefit package pursuant to 18 V.S.A. § 9375.~~ [Repealed.]

7           (4) ~~Enactment~~ enactment of the appropriations for the ~~initial~~ first year of  
8 ~~Green Mountain Care benefit package proposed by the Green Mountain Care~~  
9 ~~Board pursuant to 18 V.S.A. § 9375~~ based on the first-year benefits set forth in  
10 subdivision 1825(a)(1) of this chapter.

11           (5) ~~A determination by the Green Mountain Care Board, as the result of~~  
12 ~~a detailed and transparent analysis, that each of the following conditions will~~  
13 ~~be met:~~

14           (A) ~~Each Vermont resident covered by Green Mountain Care will~~  
15 ~~receive benefits with an actuarial value of 80 percent or greater.~~

16           (B) ~~When implemented, Green Mountain Care will not have a~~  
17 ~~negative aggregate impact on Vermont's economy. This determination shall~~  
18 ~~include an analysis of the impact of implementation on economic growth.~~

19           (C) ~~The financing for Green Mountain Care is sustainable. In this~~  
20 ~~analysis, the Board shall consider at least a five-year revenue forecast using the~~  
21 ~~consensus process established in 32 V.S.A. § 305a, projections of federal and~~

1 ~~other funds available to support Green Mountain Care, and estimated expenses~~  
2 ~~for Green Mountain Care for an equivalent time period.~~

3 ~~(D) Administrative expenses in Vermont's health care system for~~  
4 ~~which data are available will be reduced below 2011 levels, adjusted for~~  
5 ~~inflation and other factors as necessary to reflect the present value of 2011~~  
6 ~~dollars at the time of the analysis.~~

7 ~~(E) Cost containment efforts will result in a reduction in the rate of~~  
8 ~~growth in Vermont's per capita health care spending without reducing access~~  
9 ~~to necessary care or resulting in excessive wait times for services.~~

10 ~~(F) Health care professionals will be reimbursed at levels sufficient to~~  
11 ~~allow Vermont to recruit and retain high quality health care professionals.~~

12 [Repealed.]

13 (b)(1) ~~As soon as allowed under federal law, the Secretary of~~  
14 ~~Administration~~ The Secretary of Human Services shall seek a waiver under  
15 Section 1332 of the Affordable Care Act to:

16 (A) allow the State to suspend operation of modify the benefit  
17 package for the qualified health plans offered through the Vermont Health  
18 Benefit Exchange as appropriate to reflect the expansion of coverage through  
19 Green Mountain Care; and to

20 (B) enable Vermont to receive the appropriate federal fund  
21 contribution in lieu of the federal premium tax credits, cost-sharing subsidies,

1 and small business tax credits provided in the Affordable Care Act to the  
2 extent that reductions in premiums and out-of-pocket costs are attributable to  
3 the availability of coverage for certain health care services through Green  
4 Mountain Care.

5 (2) The Secretary may seek a waiver from other provisions of the  
6 Affordable Care Act as necessary to ensure the operation of Green Mountain  
7 Care.

8 (c) ~~The Green Mountain Care Board's analysis prepared pursuant to~~  
9 ~~subdivision (a)(5) of this section shall be made available to the General~~  
10 ~~Assembly and the public and shall include:~~

11 (1) ~~a complete fiscal projection of revenues and expenses, as described~~  
12 ~~in subdivision (a)(5) of this section, including reserves, if recommended, and~~  
13 ~~other costs in addition to the cost of services, over at least a five year period~~  
14 ~~for a public-private universal health care system providing benefits with an~~  
15 ~~actuarial value of 80 percent or greater;~~

16 (2) ~~the financing plans provided to the General Assembly in January~~  
17 ~~2013 pursuant to 2011 Acts and Resolves No. 48, Sec. 9;~~

18 (3) ~~an analysis of how implementing Green Mountain Care will further~~  
19 ~~the principles of health care reform expressed in 18 V.S.A. § 9371 beyond the~~  
20 ~~reforms established through the Blueprint for Health; and~~

1           ~~(4) a comparison of best practices for reducing health care costs in self-~~  
2 ~~funded plans, if available. [Repealed.]~~

3   \* \* \*

4         § 1825. HEALTH BENEFITS

5           ~~(a)(1) Green Mountain Care shall include primary care, preventive care,~~  
6 ~~chronic care, acute episodic care, and hospital services and shall include at~~  
7 ~~least the same covered services as those included in the benefit package in~~  
8 ~~effect for the lowest cost Catamount Health plan offered on January 1, 2011.~~

9           ~~(2) It is the intent of the General Assembly that Green Mountain Care~~  
10 ~~provide a level of coverage that includes benefits that are actuarially equivalent~~  
11 ~~to at least 87 percent of the full actuarial value of the covered health services.~~

12           ~~(3) The Green Mountain Care Board shall consider whether to impose~~  
13 ~~cost-sharing requirements; if so, whether to make the cost-sharing~~  
14 ~~requirements income-sensitized; and the impact of any cost-sharing~~  
15 ~~requirements on an individual's ability to access care. The Board shall~~  
16 ~~consider waiving any cost-sharing requirement for evidence-based primary and~~  
17 ~~preventive care; for palliative care; and for chronic care for individuals~~  
18 ~~participating in chronic care management and, where circumstances warrant,~~  
19 ~~for individuals with chronic conditions who are not participating in a chronic~~  
20 ~~care management program.~~

1           ~~(4)(A) The Green Mountain Care Board established in 18 V.S.A.~~  
2           ~~chapter 220 shall consider whether to include dental, vision, and hearing~~  
3           ~~benefits in the Green Mountain Care benefit package.~~

4           ~~(B) The Green Mountain Care Board shall consider whether to~~  
5           ~~include long term care benefits in the Green Mountain Care benefit package.~~

6           (1) In the first year of its implementation, the Green Mountain Care  
7           benefit package shall consist of:

8           (A) all primary care services, including outpatient mental health  
9           services and services for treatment of substance use disorder;

10           (B) all testing necessary for the diagnosis of communicable diseases;  
11           and

12           (C) all vaccines recommended by the Centers for Disease Control  
13           and Prevention.

14           (2) There shall be no co-payment, coinsurance, deductible, or other cost-  
15           sharing requirement for the services listed in subdivision (1) of this subsection  
16           at any time.

17           (b)(1) In the second year of its implementation, the Green Mountain Care  
18           benefit package shall consist of the benefits set forth in subsection (a) of this  
19           section, as well as:



1           (A) all prophylactic dental services, including two cleaning visits and  
2           dental exams per year, fluoride treatment as prescribed by a dentist, and annual  
3           dental x-rays;

4           (B) one vision exam per year, as well as screening for glaucoma and  
5           macular disease, if indicated; and

6           (C) hearing aids, when medically necessary and prescribed, fitted,  
7           and dispensed by a hearing care professional.

8           (2) There shall be no co-payment, coinsurance, deductible, or other cost-  
9           sharing requirement for the services listed in subdivision (1) of this subsection  
10          at any time.

11          (c)(1) The Green Mountain Care benefit package for years three through  
12          ten shall consist of the benefits set forth in subsections (a) and (b) of this  
13          section, with additional services to be added by the General Assembly based  
14          on recommendations from the Green Mountain Care Board's Universal Health  
15          Care Advisory Group, which shall prioritize the addition of the following:

16               (A) all prenatal and maternal care;

17               (B) all neonatal care;

18               (C) all standard diagnostic screenings at recommended intervals,  
19               including mammography, colonoscopy, blood glucose, blood cholesterol, bone  
20               density, and hearing testing;

21               (D) all medically necessary dental services, including dentures;

1           (E) all emergency services, including ambulance and emergency  
2           medical technician services;

3           (F) all physical therapy services prescribed by a health care  
4           professional;

5           (G) all durable medical equipment and prostheses prescribed by a  
6           health care professional;

7           (H) specialty care and outpatient treatment, including outpatient  
8           surgery and oncology services;

9           (I) home health and hospice care prescribed by a health care  
10          professional; and

11          (J) hospital inpatient care.

12          (2) The Green Mountain Care Board's Universal Health Care Advisory  
13          Group shall also recommend to the General Assembly whether and to what  
14          extent the Green Mountain Care benefit package should include prescription  
15          drugs, rehabilitation services in a skilled nursing facility, and long-term care in  
16          a skilled nursing facility.

17          (3) The Green Mountain Care Board's Universal Health Care Advisory  
18          Group may consider recommending to the General Assembly reasonable co-  
19          payment, but not coinsurance or deductible, requirements for services included  
20          in the Green Mountain Care benefit package for years three through ten.

1           (4) It is the intent of the General Assembly that, by the 10th year of  
2           Green Mountain Care, the Green Mountain Care benefit package should be at  
3           least as comprehensive as the benefit package contemplated for the program in  
4           2011 Acts and Resolves No. 48.

5           ~~(5)(d)~~ Green Mountain Care shall not limit coverage of preexisting  
6           conditions.

7           ~~(6)(e)~~ The Green Mountain Care Board shall approve the benefit  
8           package annually based on the provisions of subsections (a) through (c) of this  
9           section and present it to the General Assembly as part of its recommendations  
10          for the Green Mountain Care budget.

11          ~~(b)(f)(1)(A)~~ For ~~individuals~~ an individual eligible for Medicaid or CHIP,  
12          the benefits for each year shall include all benefits included in the Green  
13          Mountain Care benefit package for that year to the extent those benefits exceed  
14          the benefits available to the individual through Medicaid or CHIP, as  
15          applicable. If the Agency successfully obtains Medicaid and CHIP waivers  
16          under subdivision 1827(g)(1) of this chapter, the benefit package shall include  
17          the benefits required by federal law, as well as any additional benefits provided  
18          as part of the Green Mountain Care benefit package.

19          ~~(B) Upon implementation of Green Mountain Care, the benefit~~  
20          ~~package for individuals eligible for Medicaid or CHIP shall also include any~~  
21          ~~optional Medicaid benefits pursuant to 42 U.S.C. § 1396d or services covered~~

1 ~~under the State plan for CHIP as provided in 42 U.S.C. § 1397cc for which~~  
2 ~~these individuals are eligible on January 1, 2014. Beginning with the second~~  
3 ~~year of Green Mountain Care and going forward, the Green Mountain Care~~  
4 ~~Board may, consistent with federal law, modify these optional benefits, as long~~  
5 ~~as at all times the benefit package for these individuals contains at least the~~  
6 ~~benefits described in subdivision (A) of this subdivision (b)(1).~~

7 (2) For children eligible for benefits paid for with Medicaid funds, the  
8 benefit package provided following receipt of Medicaid and CHIP waivers  
9 under subdivision 1827(g)(1) of this chapter shall include early and periodic  
10 screening, diagnosis, and treatment services as defined under federal law.

11 (3) For ~~individuals~~ an individual eligible for Medicare, the benefits for  
12 each year shall include all benefits included in the Green Mountain Care  
13 benefit package for that year to the extent those benefits exceed the benefits  
14 available to the individual through Medicare. If the Agency successfully  
15 obtains a Medicare waiver under subdivision 1827(g)(2) of this chapter, the  
16 benefit package shall include the benefits provided to these individuals under  
17 federal law, as well as any additional benefits provided as part of the Green  
18 Mountain Care benefit package.

19 (4) For an individual eligible for health care coverage through the  
20 U.S. Department of Veterans Affairs, TRICARE, or the Federal Employees  
21 Health Benefits Program, the benefit package shall include all benefits

1 included in the Green Mountain Care benefit package for that year to the extent  
2 those benefits exceed the benefits available to the individual through the  
3 applicable federal program.

4 (5) The Green Mountain Care benefits for individuals eligible for the  
5 health care programs described in subdivisions (1)–(4) of this subsection shall  
6 include coverage of any co-payment, coinsurance, and deductible amounts  
7 attributable to health care services that would have been covered without cost-  
8 sharing under Green Mountain Care at the time the individual received the  
9 services. If the services would have included a cost-sharing requirement under  
10 Green Mountain Care at the time the individual received the services, Green  
11 Mountain Care shall cover any applicable cost-sharing amount to the extent it  
12 exceeds the cost-sharing amount for those services under Green Mountain  
13 Care.

14 \* \* \*

15 § 1827. ADMINISTRATION; ENROLLMENT

16 (a)(1) The Agency shall, under an open bidding process, solicit bids from  
17 and award contracts to public or private entities for administration of certain  
18 elements of Green Mountain Care, such as claims administration and provider  
19 relations.

20 (2) The Agency shall ensure that entities awarded contracts pursuant to  
21 this subsection do not have a financial incentive to restrict individuals' access

1 to health services. The Agency may establish performance measures that  
2 provide incentives for contractors to provide timely, accurate, transparent, and  
3 courteous services to individuals enrolled in Green Mountain Care and to  
4 health care professionals.

5 (3) When considering contract bids pursuant to this subsection, the  
6 Agency shall consider the interests of the State relating to the economy, the  
7 location of the entity, and the need to maintain and create jobs in Vermont.  
8 The Agency may utilize an econometric model to evaluate the net costs of each  
9 contract bid.

10 (b) Nothing in this subchapter shall require an individual with health  
11 coverage other than Green Mountain Care to terminate that coverage.

12 (c) An individual enrolled in Green Mountain Care may elect to maintain  
13 supplemental health insurance if the individual so chooses.

14 (d) Except for cost-sharing as permitted by the General Assembly for  
15 services included in the Green Mountain Care benefit package for years three  
16 through ten, Vermonters shall not be billed any additional amount for health  
17 services covered by Green Mountain Care.

18 (e) The Agency shall issue to each Vermont resident an electronic benefit  
19 card that enables the individual named on the card to receive services covered  
20 by Green Mountain Care. The Agency shall update annually the database of  
21 covered services that the card enables the cardholder to receive through Green

1 Mountain Care to align with the expansion of the Green Mountain Care benefit  
2 package pursuant to section 1825 of this chapter.

3 (f) Green Mountain Care shall be the payer of last resort with respect to any  
4 health service that may be covered in whole or in part by any other health  
5 benefit plan, including Medicaid, CHIP, Medicare, private health insurance,  
6 retiree health benefits, or federal health benefit plans offered by the military or  
7 to federal employees.

8 (g)(1) The Agency may seek a waiver under Section 1115 of the Social  
9 Security Act to include Medicaid and under Section 2107(e)(2)(A) of the  
10 Social Security Act to include CHIP in Green Mountain Care. If the Agency is  
11 unsuccessful in obtaining one or both of these waivers, Green Mountain Care  
12 shall be the secondary payer with respect to any health service that may be  
13 covered in whole or in part by Title XIX of the Social Security Act (Medicaid)  
14 or Title XXI of the Social Security Act (CHIP), as applicable.

15 (2) The Agency may seek a waiver from the Centers for Medicare and  
16 Medicaid Services to include Medicare in Green Mountain Care. If the  
17 Agency is unsuccessful in obtaining a Medicare waiver, Green Mountain Care  
18 shall be the secondary payer with respect to any health service that may be  
19 covered in whole or in part by Title XVIII (Medicare) of the Social Security  
20 Act.

1 (h) Any prescription drug coverage offered by Green Mountain Care shall  
2 be consistent with the standards and procedures applicable to the pharmacy  
3 best practices and cost control program established in section 1998 of this title.

4 (i) Green Mountain Care shall maintain a robust and adequate network of  
5 health care professionals located in Vermont or regularly serving Vermont  
6 residents, including mental health and substance abuse professionals. The  
7 Agency shall contract with outside entities as needed to allow for the  
8 appropriate portability of coverage under Green Mountain Care for Vermont  
9 residents who are temporarily out of the State.

10 (j)(1) The Agency shall make available the necessary information, forms,  
11 access to eligibility or enrollment systems, and billing procedures to health  
12 care professionals to ensure immediate enrollment for individuals in Green  
13 Mountain Care at the point of service or treatment.

14 (2) Health care professionals shall submit claims to the Agency  
15 electronically for covered services delivered to Vermont residents.

16 (3)(A) To the extent health care professionals are reimbursed on a fee-  
17 for-service basis for services covered by Green Mountain Care, the Agency  
18 shall establish a single, standard reimbursement rate for each covered service,  
19 regardless of the type of health care professional delivering the care. The  
20 standard reimbursement rate shall be based on a percentage of the Medicare  
21 rate for the service, to the extent applicable.





1           (2) the Commissioner of Taxes or designee;

2           (3) the Chief Health Care Advocate in the Office of the Health Care  
3           Advocate or designee;

4           (4) one member of the public who represents agriculture or small  
5           business and who is not currently a member of the General Assembly,  
6           appointed by the Governor;

7           (5) one member of the public who represents wage earners or organized  
8           labor and who is not currently a member of the General Assembly, appointed  
9           by the Speaker of the House;

10          (6) one member of the public who is a primary care clinician and who is  
11          not currently a member of the General Assembly, appointed by the Speaker of  
12          the House;

13          (7) one member of the public who represents older, chronically ill, or  
14          disabled Vermonters and who is not currently a member of the General  
15          Assembly, appointed by the President Pro Tempore of the Senate;

16          (8) one member of the public who represents an organization that  
17          advocates for universal health care and who is not currently a member of the  
18          General Assembly, appointed by the President Pro Tempore of the Senate; and

19          (9) one member of the public who is an economist or a tax policy  
20          analyst, appointed by the Chair of the Joint Fiscal Committee.

1        (c) Powers and duties; report. The Advisory Group shall report annually to  
2        the General Assembly on or before January 15 regarding:

3            (1) the Advisory Group's recommendations for the sequencing of  
4        publicly funded health care services to be added to the Green Mountain Care  
5        benefit package in years three through ten of the program pursuant to  
6        33 V.S.A. § 1825(c)(1);

7            (2) the Advisory Group's recommendations with respect to whether and  
8        to what extent the Green Mountain Care benefit package should include  
9        prescription drugs, rehabilitation services in a skilled nursing facility, and  
10       long-term care in a skilled nursing facility;

11           (3) the Advisory Group's recommendations with respect to whether  
12       Green Mountain Care should include reasonable co-payment requirements for  
13       services included in the Green Mountain Care benefit package for years three  
14       through ten and, if so, for which services and in what amounts;

15           (4) the Advisory Group's recommendations for the financing of Green  
16       Mountain Care for years three through ten of the program and beyond; and

17           (5) the frequency with which the Advisory Group believes it should  
18       meet in the years following the first year of the Advisory Group's existence  
19       and its projected funding needs for payment of per diem compensation and  
20       reimbursement of expenses in accordance with subsection (f) of this section for  
21       the ensuing year.

1       (d) Assistance. The Advisory Group shall have the administrative,  
2       technical, and legal assistance of the Green Mountain Care Board.

3       (e) Meetings.

4           (1) The Chair of the Green Mountain Care Board shall call the first  
5       meeting of the Advisory Group to occur on or before September 1, 2023.

6           (2) At its first meeting, the Advisory Group shall elect a Chair and Vice  
7       Chair from among its appointed members of the public.

8           (3) A majority of the membership shall constitute a quorum.

9           (4) The Advisory Group shall meet at least monthly during its first year  
10       and shall recommend to the General Assembly the frequency with which the  
11       Advisory Group believes it should meet in the following years.

12       (f) Compensation and reimbursement.

13           (1) For attendance at meetings during adjournment of the General  
14       Assembly, a legislative member of the Advisory Group serving in the  
15       member's capacity as a legislator shall be entitled to per diem compensation  
16       and reimbursement of expenses pursuant to 2 V.S.A. § 23 for not more than  
17       12 meetings in the first year of the Advisory Group's existence and as  
18       approved by the General Assembly for the following years. These payments  
19       shall be made from monies appropriated to the General Assembly.

20           (2) The public members of the Advisory Group appointed pursuant to  
21       subdivisions (b)(4)–(9) of this section shall be entitled to per diem

1 compensation and reimbursement of expenses as permitted under 32 V.S.A.  
2 § 1010 for not more than 12 meetings in the first year of the Advisory Group's  
3 existence and as approved by the General Assembly for the following  
4 years. These payments shall be made from monies appropriated to the Green  
5 Mountain Care Board.

6 Sec. 4. GREEN MOUNTAIN CARE; FINANCING; INTENT

7 (a) It is the intent of the General Assembly that Green Mountain Care shall  
8 be financed as follows:

9 (1) by a payroll tax levied on all employers and a tax on self-  
10 employment income;

11 (2) by an income tax surcharge; and

12 (3) as may be determined by the General Assembly following receipt of  
13 the recommendations of the Universal Health Care Advisory Group in  
14 accordance with 18 V.S.A. § 9384.

15 (b) It is the intent of the General Assembly that revenues raised under this  
16 section shall be deposited into the Green Mountain Care Fund established in 33  
17 V.S.A. § 1829.

18 Sec. 5. 8 V.S.A. § 4062 is amended to read:

19 § 4062. FILING AND APPROVAL OF POLICY FORMS AND PREMIUMS

20 (a)(1) No policy of health insurance or certificate under a policy filed by an  
21 insurer offering health insurance as defined in subdivision 3301(a)(2) of this

1 title, a nonprofit hospital or medical service corporation, a health maintenance  
2 organization, or a managed care organization and not exempted by subdivision  
3 3368(a)(4) of this title shall be delivered or issued for delivery in this State, nor  
4 shall any endorsement, rider, or application that becomes a part of any such  
5 policy be used, until a copy of the form and of the rules for the classification of  
6 risks has been filed with the Department of Financial Regulation and a copy of  
7 the premium rates has been filed with the Green Mountain Care Board; and the  
8 Green Mountain Care Board has issued a decision approving, modifying, or  
9 disapproving the proposed rate.

10 \* \* \*

11 (3) The Board shall determine whether a rate is affordable; promotes  
12 quality care; promotes access to health care; protects insurer solvency; does  
13 not reflect duplication of the coverage provided by Green Mountain Care; and  
14 is not unjust, unfair, inequitable, misleading, or contrary to the laws of this  
15 State. In making this determination, the Board shall consider the analysis and  
16 opinion provided by the Department of Financial Regulation pursuant to  
17 subdivision (2)(B) of this subsection.

18 \* \* \*

19 (h)(1) The authority of the Board under this section shall apply only to the  
20 rate review process for policies for major medical insurance coverage and shall  
21 not apply to the policy forms for major medical insurance coverage or to the

1 rate and policy form review process for policies for specific disease, accident,  
2 injury, hospital indemnity, dental care, vision care, disability income, long-  
3 term care, student health insurance coverage, Medicare supplemental coverage,  
4 or other limited benefit coverage; to short-term, limited-duration health  
5 insurance coverage; or to benefit plans that are paid directly to an individual  
6 insured or to ~~his or her~~ the individual's assigns and for which the amount of the  
7 benefit is not based on potential medical costs or actual costs incurred.

8 Premium rates and rules for the classification of risk for Medicare  
9 supplemental insurance policies shall be governed by sections 4062b and  
10 4080e of this title.

11 (2) The policy forms for major medical insurance coverage, as well as  
12 the policy forms, premium rates, and rules for the classification of risk for the  
13 other lines of insurance described in subdivision (1) of this subsection shall be  
14 reviewed and approved or disapproved by the Commissioner. In making ~~his or~~  
15 ~~her~~ the determination, the Commissioner shall consider whether a policy form,  
16 premium rate, or rule is affordable; does not duplicate coverage provided by  
17 Green Mountain Care; and is not unjust, unfair, inequitable, misleading, or  
18 contrary to the laws of this State; and, for a policy form for major medical  
19 insurance coverage, whether it ensures equal access to appropriate mental  
20 health care in a manner equivalent to other aspects of health care as part of an  
21 integrated, holistic system of care. The Commissioner shall make ~~his or her~~

1 the determination within 30 days after the date the insurer filed the policy  
2 form, premium rate, or rule with the Department. At the expiration of the 30-  
3 day period, the form, premium rate, or rule shall be deemed approved unless  
4 prior to then it has been affirmatively approved or disapproved by the  
5 Commissioner or found to be incomplete. The Commissioner shall notify an  
6 insurer in writing if the insurer files any form, premium rate, or rule containing  
7 a provision that does not meet the standards expressed in this subsection. In  
8 such notice, the Commissioner shall state that a hearing will be granted within  
9 20 days upon the insurer's written request.

10 \* \* \*

11 Sec. 6. IMPLEMENTATION; INTENT

12 It is the intent of the General Assembly that the first year of Green  
13 Mountain Care's implementation begin on January 1, 2025.

14 Sec. 7. EFFECTIVE DATE

15 This act shall take effect on July 1, 2023.