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H.433

Introduced by Representatives Cina of Burlington, McFaun of Barre Town,
Christie of Hartford, Berbeco of Winooski, Bos-Lun of
Westminster, Burke of Brattleboro, Burrows of West Windsor,
Campbell of St. Johnsbury, Carris-Duncan of Whitingham,
Casey of Montpelier, Cole of Hartford, Cordes of Bristol,
Critchlow of Colchester, Duke of Burlington, Headrick of
Burlington, Hooper of Randolph, Kleppner of Burlington,
Krasnow of South Burlington, LaMont of Morristown, Logan of
Burlington, Morris of Springfield, Olson of Starksboro, Pouech
of Hinesburg, Priestley of Bradford, Sheldon of Middlebury,
Tomlinson of Winooski, and Torre of Moretown

Referred to Committee on

Date:

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

Mountain Care

Statement of purpose of bill as introduced: This bill proposes to implement
Green Mountain Care, a publicly financed health care program for all Vermont
residents, over time, starting with primary care in the first year, adding
preventive dental and vision care in the second year, and incorporating
additional health care services in later years. It would establish the Universal

1 Health Care Advisory Group at the Green Mountain Care Board to provide
2 recommendations to the General Assembly regarding the sequencing of and
3 financing for the health care services to be added in the third through 10th
4 years of Green Mountain Care's implementation. The bill would also express
5 legislative intent regarding funding sources for Green Mountain Care and
6 would prohibit health insurance plans and rates from reflecting duplication of
7 the coverage provided by Green Mountain Care.

8 An act relating to incremental implementation of Green Mountain Care

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

10 Sec. 1. PURPOSE

11 The purpose of this act is to initiate the incremental implementation of
12 Green Mountain Care by starting to provide comprehensive, affordable, high-
13 quality, publicly financed health care for all Vermonters in accordance with the
14 principles established in 2011 Acts and Resolves No. 48. The act gradually
15 expands the benefits available through Green Mountain Care over 10 years,
16 beginning with publicly financed primary care in the first year, adding
17 preventive dental and vision care in the second year, and adding the remaining
18 health care services according to a schedule recommended by the Green
19 Mountain Care Board's Universal Health Care Advisory Group. It is the intent
20 of the General Assembly that, by the 10th year, the Green Mountain Care

1 benefit package should be at least as comprehensive as the benefit package
2 contemplated for the program in 2011 Acts and Resolves No. 48.

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

4 Subchapter 2. Green Mountain Care

5 * * *

6 § 1822. IMPLEMENTATION; WAIVER

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

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

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

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

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

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

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

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

6 ~~(C) The financing for Green Mountain Care is sustainable. In this~~
7 ~~analysis, the Board shall consider at least a five-year revenue forecast using the~~
8 ~~consensus process established in 32 V.S.A. § 305a, projections of federal and~~
9 ~~other funds available to support Green Mountain Care, and estimated expenses~~
10 ~~for Green Mountain Care for an equivalent time period.~~

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

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

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

20 [Repealed.]

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

4 (A) allow the State to ~~suspend operation of~~ modify the benefit
5 package for the qualified health plans offered through the Vermont Health
6 Benefit Exchange as appropriate to reflect the expansion of coverage through
7 Green Mountain Care; and ~~to~~

8 (B) enable Vermont to receive the appropriate federal fund
9 contribution in lieu of the federal premium tax credits, cost-sharing subsidies,
10 and small business tax credits provided in the Affordable Care Act to the
11 extent that reductions in premiums and out-of-pocket costs are attributable to
12 the availability of coverage for certain health care services through Green
13 Mountain Care.

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

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

20 (1) ~~a complete fiscal projection of revenues and expenses, as described~~
21 ~~in subdivision (a)(5) of this section, including reserves, if recommended, and~~

1 ~~other costs in addition to the cost of services, over at least a five-year period~~
2 ~~for a public-private universal health care system providing benefits with an~~
3 ~~actuarial value of 80 percent or greater;~~

4 ~~(2) the financing plans provided to the General Assembly in January~~
5 ~~2013 pursuant to 2011 Acts and Resolves No. 48, Sec. 9;~~

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

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

11 * * *

12 § 1825. HEALTH BENEFITS

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

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

20 ~~(3) The Green Mountain Care Board shall consider whether to impose~~
21 ~~cost sharing requirements; if so, whether to make the cost sharing~~

1 ~~requirements income-sensitized; and the impact of any cost-sharing~~
2 ~~requirements on an individual's ability to access care. The Board shall~~
3 ~~consider waiving any cost-sharing requirement for evidence-based primary and~~
4 ~~preventive care; for palliative care; and for chronic care for individuals~~
5 ~~participating in chronic care management and, where circumstances warrant,~~
6 ~~for individuals with chronic conditions who are not participating in a chronic~~
7 ~~care management program.~~

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

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

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

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

17 (B) all testing necessary for the diagnosis of communicable diseases;
18 and

19 (C) all vaccines recommended by the Centers for Disease Control
20 and Prevention.

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

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

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

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

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

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 (c)(1) The Green Mountain Care benefit package for years three through 10
18 shall consist of the benefits set forth in subsections (a) and (b) of this section,
19 with additional services to be added by the General Assembly based on
20 recommendations from the Green Mountain Care Board's Universal Health
21 Care Advisory Group, which shall prioritize the addition of the following:

1 (A) all prenatal and maternal care;

2 (B) all neonatal care;

3 (C) all standard diagnostic screenings at recommended intervals,
4 including mammography, colonoscopy, blood glucose, blood cholesterol, bone
5 density, and hearing testing;

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

7 (E) all emergency services, including ambulance and emergency
8 medical technician services;

9 (F) all physical therapy services prescribed by a health care
10 professional;

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

13 (H) specialty care and outpatient treatment, including outpatient
14 surgery and oncology services;

15 (I) home health and hospice care prescribed by a health care
16 professional; and

17 (J) hospital inpatient care.

18 (2) The Green Mountain Care Board's Universal Health Care Advisory
19 Group shall also recommend to the General Assembly whether and to what
20 extent the Green Mountain Care benefit package should include prescription

1 drugs, rehabilitation services in a skilled nursing facility, and long-term care in
2 a skilled nursing facility.

3 (3) The Green Mountain Care Board's Universal Health Care Advisory
4 Group may consider recommending to the General Assembly reasonable co-
5 payment, but not coinsurance or deductible, requirements for services included
6 in the Green Mountain Care benefit package for years three through 10.

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

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

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

17 ~~(b)(f)(1)(A)~~ For ~~individuals~~ an individual eligible for Medicaid or CHIP,
18 the benefits for each year shall include all benefits included in the Green
19 Mountain Care benefit package for that year to the extent those benefits exceed
20 the benefits available to the individual through Medicaid or CHIP, as
21 applicable. If the Agency successfully obtains Medicaid and CHIP waivers

1 under subdivision 1827(g)(1) of this chapter, the benefit package shall include
2 the benefits required by federal law, as well as any additional benefits provided
3 as part of the Green Mountain Care benefit package.

4 ~~(B) Upon implementation of Green Mountain Care, the benefit~~
5 ~~package for individuals eligible for Medicaid or CHIP shall also include any~~
6 ~~optional Medicaid benefits pursuant to 42 U.S.C. § 1396d or services covered~~
7 ~~under the State plan for CHIP as provided in 42 U.S.C. § 1397cc for which~~
8 ~~these individuals are eligible on January 1, 2014. Beginning with the second~~
9 ~~year of Green Mountain Care and going forward, the Green Mountain Care~~
10 ~~Board may, consistent with federal law, modify these optional benefits, as long~~
11 ~~as at all times the benefit package for these individuals contains at least the~~
12 ~~benefits described in subdivision (A) of this subdivision (b)(1).~~

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

17 (3) For ~~individuals~~ an individual eligible for Medicare, the benefits for
18 each year shall include all benefits included in the Green Mountain Care
19 benefit package for that year to the extent those benefits exceed the benefits
20 available to the individual through Medicare. If the Agency successfully
21 obtains a Medicare waiver under subdivision 1827(g)(2) of this chapter, the

1 benefit package shall include the benefits provided to these individuals under
2 federal law, as well as any additional benefits provided as part of the Green
3 Mountain Care benefit package.

4 (4) For an individual eligible for health care coverage through the
5 U.S. Department of Veterans Affairs, TRICARE, or the Federal Employees
6 Health Benefits Program, the benefit package shall include all benefits
7 included in the Green Mountain Care benefit package for that year to the extent
8 those benefits exceed the benefits available to the individual through the
9 applicable federal program.

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

20 * * *

21 § 1827. ADMINISTRATION; ENROLLMENT

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

5 (2) The Agency shall ensure that entities awarded contracts pursuant to
6 this subsection do not have a financial incentive to restrict individuals' access
7 to health services. The Agency may establish performance measures that
8 provide incentives for contractors to provide timely, accurate, transparent, and
9 courteous services to individuals enrolled in Green Mountain Care and to
10 health care professionals.

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

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

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

20 (d) Except for cost-sharing as permitted by the General Assembly for
21 services included in the Green Mountain Care benefit package for years three

1 through 10, Vermonters shall not be billed any additional amount for health
2 services covered by Green Mountain Care.

3 (e) The Agency shall issue to each Vermont resident an electronic benefit
4 card that enables the individual named on the card to receive services covered
5 by Green Mountain Care. The Agency shall update annually the database of
6 covered services that the card enables the cardholder to receive through Green
7 Mountain Care to align with the expansion of the Green Mountain Care benefit
8 package pursuant to section 1825 of this chapter.

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

14 (g)(1) The Agency may seek a waiver under Section 1115 of the Social
15 Security Act to include Medicaid and under Section 2107(e)(2)(A) of the
16 Social Security Act to include CHIP in Green Mountain Care. If the Agency is
17 unsuccessful in obtaining one or both of these waivers, 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 XIX of the Social Security Act (Medicaid)
20 or Title XXI of the Social Security Act (CHIP), as applicable.

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

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

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

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

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

1 (a) Creation. There is created the Universal Health Care Advisory Group
2 to advise the Green Mountain Care Board and the General Assembly regarding
3 the implementation and financing of Green Mountain Care.

4 (b) Membership. The Advisory Group shall be composed of the following
5 members:

6 (1) the Chair of the Green Mountain Care Board or designee;

7 (2) the Commissioner of Taxes or designee;

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

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

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

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

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

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

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

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

8 (1) the Advisory Group's recommendations for the sequencing of
9 publicly funded health care services to be added to the Green Mountain Care
10 benefit package in years three through 10 of the program pursuant to 33 V.S.A.
11 § 1825(c)(1);

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

16 (3) the Advisory Group's recommendations with respect to whether
17 Green Mountain Care should include reasonable co-payment requirements for
18 services included in the Green Mountain Care benefit package for years three
19 through 10 and, if so, for which services and in what amounts;

20 (4) the Advisory Group's recommendations for the financing of Green
21 Mountain Care for years three through 10 of the program and beyond; and

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

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

8 (e) Meetings.

9 (1) The Chair of the Green Mountain Care Board shall call the first
10 meeting of the Advisory Group to occur on or before September 1, 2025.

11 (2) At its first meeting, the Advisory Group shall elect a chair and vice
12 chair from among its appointed members of the public.

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

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

17 (f) Compensation and reimbursement.

18 (1) For attendance at meetings during adjournment of the General
19 Assembly, a legislative member of the Advisory Group serving in the
20 member's capacity as a legislator shall be entitled to per diem compensation
21 and reimbursement of expenses pursuant to 2 V.S.A. § 23 for not more than

1 12 meetings in the first year of the Advisory Group's existence and as
2 approved by the General Assembly for the following years. These payments
3 shall be made from monies appropriated to the General Assembly.

4 (2) The public members of the Advisory Group appointed pursuant to
5 subdivisions (b)(4)–(9) of this section shall be entitled to per diem
6 compensation and reimbursement of expenses as permitted under 32 V.S.A.
7 § 1010 for not more than 12 meetings in the first year of the Advisory Group's
8 existence and as approved by the General Assembly for the following
9 years. These payments shall be made from monies appropriated to the Green
10 Mountain Care Board.

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

12 (a) It is the intent of the General Assembly that Green Mountain Care may
13 be financed as follows:

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

16 (2) by an income tax surcharge; and

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

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

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

5 § 4062. FILING AND APPROVAL OF POLICY FORMS AND PREMIUMS

6 (a)(1) No policy of health insurance or certificate under a policy filed by an
7 insurer offering health insurance as defined in subdivision 3301(a)(2) of this
8 title, a nonprofit hospital or medical service corporation, a health maintenance
9 organization, or a managed care organization and not exempted by subdivision
10 3368(a)(4) of this title shall be delivered or issued for delivery in this State, nor
11 shall any endorsement, rider, or application that becomes a part of any such
12 policy be used, until a copy of the form and of the rules for the classification of
13 risks has been filed with the Department of Financial Regulation and a copy of
14 the premium rates has been filed with the Green Mountain Care Board; and the
15 Green Mountain Care Board has issued a decision approving, modifying, or
16 disapproving the proposed rate.

17 * * *

18 (3) The Board shall determine whether a rate is affordable; promotes
19 quality care; promotes access to health care; protects insurer solvency; does
20 not reflect duplication of the coverage provided by Green Mountain Care; and
21 is not unjust, unfair, inequitable, misleading, or contrary to the laws of this

1 State. In making this determination, the Board shall consider the analysis and
2 opinion provided by the Department of Financial Regulation pursuant to
3 subdivision (2)(B) of this subsection.

4 * * *

5 (h)(1) The authority of the Board under this section shall apply only to the
6 rate review process for policies for major medical insurance coverage and shall
7 not apply to the policy forms for major medical insurance coverage or to the
8 rate and policy form review process for policies for specific disease, accident,
9 injury, hospital indemnity, dental care, vision care, disability income, long-
10 term care, student health insurance coverage, Medicare supplemental coverage,
11 or other limited benefit coverage; to short-term, limited-duration health
12 insurance coverage; or to benefit plans that are paid directly to an individual
13 insured or to ~~his or her~~ the individual's assigns and for which the amount of the
14 benefit is not based on potential medical costs or actual costs incurred.

15 Premium rates and rules for the classification of risk for Medicare
16 supplemental insurance policies shall be governed by sections 4062b and
17 4080e of this title.

18 (2) The policy forms for major medical insurance coverage, as well as
19 the policy forms, premium rates, and rules for the classification of risk for the
20 other lines of insurance described in subdivision (1) of this subsection shall be
21 reviewed and approved or disapproved by the Commissioner. In making ~~his or~~

1 ~~her~~ the determination, the Commissioner shall consider whether a policy form,
2 premium rate, or rule is affordable; does not duplicate coverage provided by
3 Green Mountain Care; and is not unjust, unfair, inequitable, misleading, or
4 contrary to the laws of this State; and, for a policy form for major medical
5 insurance coverage, whether it ensures equal access to appropriate mental
6 health care in a manner equivalent to other aspects of health care as part of an
7 integrated, holistic system of care. The Commissioner shall make ~~his or her~~
8 the determination within 30 days after the date the insurer filed the policy
9 form, premium rate, or rule with the Department. At the expiration of the 30-
10 day period, the form, premium rate, or rule shall be deemed approved unless
11 prior to then it has been affirmatively approved or disapproved by the
12 Commissioner or found to be incomplete. The Commissioner shall notify an
13 insurer in writing if the insurer files any form, premium rate, or rule containing
14 a provision that does not meet the standards expressed in this subsection. In
15 such notice, the Commissioner shall state that a hearing will be granted within
16 20 days upon the insurer's written request.

17 * * *

18 Sec. 6. IMPLEMENTATION; INTENT

19 It is the intent of the General Assembly that the first year of Green
20 Mountain Care's implementation begin on January 1, 2027.

21 Sec. 7. EFFECTIVE DATE

1 This act shall take effect on July 1, 2025.