

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20

H.276

Introduced by Representatives Cina of Burlington, Christie of Hartford, Austin of Colchester, Birong of Vergennes, Black of Essex, Bos-Lun of Westminster, Briglin of Thetford, Burke of Brattleboro, Burrows of West Windsor, Campbell of St. Johnsbury, Colburn of Burlington, Conlon of Cornwall, Cordes of Lincoln, Durfee of Shaftsbury, Elder of Starksboro, Emmons of Springfield, Goldman of Rockingham, Houghton of Essex, James of Manchester, Jessup of Middlesex, Kitzmiller of Montpelier, Kornheiser of Brattleboro, Masland of Thetford, McCullough of Williston, McFaun of Barre Town, Mulvaney-Stanak of Burlington, Nicoll of Ludlow, Ode of Burlington, Partridge of Windham, Patt of Worcester, Rachelson of Burlington, Satcowitz of Randolph, Scheu of Middlebury, Sheldon of Middlebury, Small of Winooski, Surprenant of Barnard, Toleno of Brattleboro, Townsend of South Burlington, Troiano of Stannard, Vyhovsky of Essex, White of Bethel, White of Hartford, Yacovone of Morristown, and Yantachka of Charlotte

Referred to Committee on

Date:

1 Subject: Health; health care reform; publicly financed health care; Green
2 Mountain Care

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

15 An act relating to incremental implementation of Green Mountain Care

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

17 Sec. 1. PURPOSE

18 The purpose of this act is to initiate the incremental implementation of
19 Green Mountain Care by starting to provide comprehensive, affordable, high-
20 quality, publicly financed health care for all Vermonters in accordance with the

1 principles established in 2011 Acts and Resolves No. 48. The act gradually
2 expands the benefits available through Green Mountain Care over 10 years,
3 beginning with publicly financed primary care in the first year, adding
4 preventive dental and vision care in the second year, and adding the remaining
5 health care services according to a schedule recommended by the Green
6 Mountain Care Board's Universal Health Care Advisory Group. It is the intent
7 of the General Assembly that, by the tenth year, the Green Mountain Care
8 benefit package should be at least as comprehensive as the benefit package
9 contemplated for the program in 2011 Acts and Resolves No. 48.

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

11 Subchapter 2. Green Mountain Care

12 * * *

13 § 1822. IMPLEMENTATION; WAIVER

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

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

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

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

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

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

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

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

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

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

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

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

6 [Repealed.]

7 ~~(b) As soon as allowed under federal law, the Secretary of Administration~~

8 (1) The Secretary of Human Services shall seek a waiver under Section
9 1332 of the Affordable Care Act to:

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

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

1 § 1825. HEALTH BENEFITS

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

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

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

18 (4)(A) ~~The Green Mountain Care Board established in 18 V.S.A. chapter~~
19 ~~220 shall consider whether to include dental, vision, and hearing benefits in the~~
20 ~~Green Mountain Care benefit package.~~

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

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

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

7 (B) all testing necessary for the diagnosis of communicable diseases;
8 and

9 (C) all vaccines recommended by the Centers for Disease Control
10 and Prevention.

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

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

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

20 (B) one vision exam per year, as well as screening for glaucoma and
21 macular disease, if indicated.

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

9 (A) all prenatal and maternal care;

10 (B) all neonatal care;

11 (C) all standard diagnostic screenings at recommended intervals,
12 including mammography, colonoscopy, blood glucose, blood cholesterol, bone
13 density, and hearing testing;

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

15 (E) all emergency services, including ambulance and emergency
16 medical technician services;

17 (F) all physical therapy services prescribed by a health care
18 professional;

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

1 (H) specialty care and outpatient treatment, including outpatient
2 surgery and oncology services;

3 (I) home health and hospice care prescribed by a health care
4 professional; and

5 (J) hospital inpatient care.

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

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

15 (4) It is the intent of the General Assembly that, by the tenth year of
16 Green Mountain Care, the Green Mountain Care benefit package should be at
17 least as comprehensive as the benefit package contemplated for the program in
18 2011 Acts and Resolves No. 48.

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

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

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

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

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

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

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

19 (5) The Green Mountain Care benefits for individuals eligible for the
20 health care programs described in subdivisions (1)–(4) of this subsection shall
21 include coverage of any co-payment, coinsurance, and deductible amounts

1 attributable to health care services that would have been covered without cost-
2 sharing under Green Mountain Care at the time the individual received the
3 services. If the services would have included a cost-sharing requirement under
4 Green Mountain Care at the time the individual received the services, Green
5 Mountain Care shall cover any applicable cost-sharing amount to the extent it
6 exceeds the cost-sharing amount for those services under Green Mountain
7 Care.

8 * * *

9 § 1827. ADMINISTRATION; ENROLLMENT

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

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

20 (3) When considering contract bids pursuant to this subsection, the
21 Agency shall consider the interests of the State relating to the economy, the

1 location of the entity, and the need to maintain and create jobs in Vermont.

2 The Agency may utilize an econometric model to evaluate the net costs of each
3 contract bid.

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

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

8 (d) Except for cost-sharing as permitted by the General Assembly for
9 services included in the Green Mountain Care benefit package for years three
10 through 10, Vermonters shall not be billed any additional amount for health
11 services covered by Green Mountain Care.

12 (e) The Agency shall issue to each Vermont resident an electronic benefit
13 card that enables the individual named on the card to receive services covered
14 by Green Mountain Care. The Agency shall update annually the database of
15 covered services that the card enables the cardholder to receive through Green
16 Mountain Care to align with the expansion of the Green Mountain Care benefit
17 package pursuant to section 1825 of this chapter.

18 (f) Green Mountain Care shall be the payer of last resort with respect to any
19 health service that may be covered in whole or in part by any other health
20 benefit plan, including Medicaid, CHIP, Medicare, private health insurance,

1 retiree health benefits, or federal health benefit plans offered by the military or
2 to federal employees.

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

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

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

19 (i) Green Mountain Care shall maintain a robust and adequate network of
20 health care professionals located in Vermont or regularly serving Vermont
21 residents, including mental health and substance abuse professionals. The

1 Agency shall contract with outside entities as needed to allow for the
2 appropriate portability of coverage under Green Mountain Care for Vermont
3 residents who are temporarily out of the State.

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

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

10 (3)(A) To the extent health care professionals are reimbursed on a fee-
11 for-service basis for services covered by Green Mountain Care, the Agency
12 shall establish a single, standard reimbursement rate for each covered service,
13 regardless of the type of health care professional delivering the care. The
14 standard reimbursement rate shall be based on a percentage of the Medicare
15 rate for the service, to the extent applicable.

16 (B) The Green Mountain Care Board may recommend to the General
17 Assembly payment mechanisms other than fee-for-service for services covered
18 by Green Mountain Care.

19 (k) An individual aggrieved by an adverse decision of the Agency or plan
20 administrator may appeal to the Human Services Board as provided in
21 3 V.S.A. § 3090.

1 (7) the Chair of the Senate Committee on Finance;

2 (8) one member of the public who represents agriculture or small
3 business and comes from a community characterized by a higher rate of social
4 vulnerability, appointed by the Governor;

5 (9) one member of the public who is a primary care provider, appointed
6 by the Speaker of the House; and

7 (10) one member of the public who is a patient advocate and comes
8 from a community that is underserved with respect to health care access,
9 appointed by the President Pro Tempore of the Senate.

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

12 (1) the Advisory Group's recommendations for the sequencing of
13 publicly funded health care services to be added to the Green Mountain Care
14 benefit package in years three through 10 of the program pursuant to 33 V.S.A.
15 § 1825(c)(1);

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

20 (3) the Advisory Group's recommendations with respect to whether
21 Green Mountain Care should include reasonable co-payment requirements for

1 services included in the Green Mountain Care benefit package for years three
2 through 10 and, if so, for which services and in what amounts;

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

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

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

12 (e) Meetings.

13 (1) The Chair of the Green Mountain Care Board shall call the first
14 meeting of the Advisory Group to occur on or before September 1, 2021.

15 (2) The Chief Health Care Advocate or designee shall be the Chair of
16 the Advisory Group.

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

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

21 (f) Compensation and reimbursement.

1 (1) For attendance at meetings during adjournment of the General
2 Assembly, a legislative member of the Advisory Group serving in his or her
3 capacity as a legislator shall be entitled to per diem compensation and
4 reimbursement of expenses pursuant to 2 V.S.A. § 23 for not more than
5 12 meetings in the first year of the Advisory Group's existence and as
6 approved by the General Assembly for the following years. These payments
7 shall be made from monies appropriated to the General Assembly.

8 (2) The public members of the Advisory Group appointed pursuant to
9 subdivisions (b)(8)–(10) of this section shall be entitled to per diem
10 compensation and reimbursement of expenses as permitted under 32 V.S.A.
11 § 1010 for not more than 12 meetings in the first year of the Advisory Group's
12 existence and as approved by the General Assembly for the following
13 years. These payments shall be made from monies appropriated to the Green
14 Mountain Care Board.

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

16 It is the intent of the General Assembly that Green Mountain Care shall be
17 financed as follows:

18 (1) for the first year of Green Mountain Care's implementation, by a
19 combination of a public premium and the revenue generated by a payroll tax, a
20 self-employment tax, and the existing tax on cigarettes and tobacco products or
21 tobacco settlement funds, or both;

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

21

* * *

1 Sec. 6. IMPLEMENTATION; INTENT

2 It is the intent of the General Assembly that the first year of Green
3 Mountain Care's implementation begin on January 1, 2023.

4 Sec. 7. EFFECTIVE DATE

5 This act shall take effect on July 1, 2021.