Texas Public Policy Foundation

Sept. 11, 2023

ATTN: CMS–9904–P
VIA ELECTRONIC SUBMISSION (https://www.regulations.gov)

Xavier Becerra
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Department of Health and Human Services
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Lisa M. Gomez
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Deputy Commissioner
Services and Enforcement
Internal Revenue Service
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RE: ***Short-Term, Limited-Duration Insurance; Independent, Noncoordinated Excepted Benefits Coverage; Level-Funded Plan Arrangements; and Tax Treatment of Certain Accident and Health Insurance*, 88 Fed. Reg. 44,596 (July 12, 2023), Docket Nos. REG-120730-21, CMS-9904-P**

Dear Secretary Becerra, Assistant Secretary Gomez, and Deputy Commissioner O'Donnell:

On July 12, 2023, the Department of Health and Human Services, the Department of Labor, and the Department of the Treasury (collectively, the

"Departments") issued a proposed rule regarding short-term, limited-duration insurance and fixed-indemnity insurance. *See Short-Term, Limited-Duration Insurance; Independent Noncoordinated Excepted Benefits Coverage; Level-Funded Plan Arrangements; and Tax Treatment of Certain Accident and Health Insurance*, 88 Fed. Reg. 44,596 (July 12, 2023) ("Proposed Rule"). The Texas Public Policy Foundation submits this comment in response.

The Texas Public Policy Foundation is a nonprofit, nonpartisan research foundation dedicated to promoting and defending liberty, personal responsibility, and free enterprise throughout Texas and the nation. To advance these aims, it provides academically sound research, policy recommendations, and advocacy, and it files lawsuits to enforce constitutional and statutory limits on government power. The Texas Public Policy Foundation writes to urge the Departments to reconsider the proposed rule which would be both unlawful and a disastrous policy if finalized.

INTRODUCTION

Although the Proposed Rule has several flaws, three legal flaws will be especially egregious if the Proposed Rule is finalized.

First, the Proposed Rule exceeds the Departments' statutory authority. Congress specifically determined that certain types of insurance would not be subject to requirements under the Patient Protection and Affordable Care Act ("ACA"), including (1) all fixed-indemnity insurance that is offered on an independent, noncoordinated basis, and (2) all short-term, limited-duration insurance. Because Congress did not delegate power to the Departments to limit these statutory exceptions, the Proposed Rule is unlawful.

Second, the Proposed Rule would be an unlawful exercise of legislative power. Unelected bureaucrats that comprise the Departments do not have the legislative power to intrude on an area that has traditionally been regulated by the states and to make consequential policy decisions that limit Americans' ability to buy insurance plans of their choosing.

Third, the Proposed Rule contemplates disclosure requirements that would violate free speech rights. The Departments cannot force insurers to be government mouthpieces and tout insurance sold on government-run exchanges without running afoul of the First Amendment.

In addition to these legal flaws, the Proposed Rule is a disastrous policy. It will harm countless Americans who rely on short-term, limited-duration insurance and fixed-indemnity insurance plans. In light of the serious legal and practical

problems with the Proposed Rule, the Departments should jettison the Proposed Rule. Doing otherwise would be executive overreach and an invitation for litigation.

BACKGROUND

Insurance regulation has historically been the province of the states. Indeed, Congress even passed the McCarran-Ferguson Act in 1945 to reaffirm the primacy of the states' role in regulating insurance after a Supreme Court decision unsettled the previous understanding that the federal government lacked the authority to regulate insurance under the Commerce Clause. And, even as Congress began intruding into the states' regulatory space, it left room for the states to regulate and did not subject all types of insurance to all federal restrictions. Short-term, limited-duration insurance and fixed-indemnity insurance are two examples.

When Congress imposed new restrictions on insurers by enacting the Health Insurance Portability and Accountability Act to amend the Public Health Services Act in 1996, it specifically excluded short-term, limited-duration insurance plans from restrictions that applied to individual health insurance coverage. It did so by defining "individual health insurance coverage" to exclude such plans:

> The term 'individual health insurance coverage' means health insurance coverage offered to individuals in the individual market, *but does not include short-term limited duration insurance.*

Pub. L. 104-191, 110 Stat. 1936, 1973 (1996); 42 U.S.C. § 300gg-91(b)(5) (emphasis added). Congress then enumerated "excepted benefits" that were also not subject to the new restrictions. *Id.* § 300gg-91(c). Congress decided that "[h]ospital indemnity or other fixed indemnity insurance" were "excepted benefits" if "offered as independent, noncoordinated benefits." *Id.* § 300gg-91(c)(3). In other words, fixed-indemnity insurance is excepted from Public Health Services Act requirements if:

> (A) The benefits are provided under a separate policy, certificate, or contract of insurance.
>
> (B) There is no coordination between the provision of such benefits and any exclusion of benefits under any group health plan maintained by the same plan sponsor.
>
> (C) Such benefits are paid with respect to an event without regard to whether benefits are provided with respect to such an event under any group health plan maintained by the same plan sponsor or, with respect to individual coverage, under any health insurance coverage maintained by the same health insurance issuer.

Id. § 300gg-21(c)(2).

In the decades following the enactment of the Health Insurance Portability and Accountability Act, short-term, limited-duration insurance was understood to be insurance with an initial contract term of less than a year. *See Ass'n for Cmty. Affiliated Plans v. Dep't of Treasury*, 966 F.3d 782, 784 (D.C. Cir. 2020). And hospital- or fixed-indemnity insurance was understood as being a plan that pays a pre-determined amount when a medical event occurs on a per-period basis (e.g., $100 per day in the hospital) or on a per-event/per-service basis (e.g., $50 per physician visit). *See* Proposed Rule, 88 Fed. Reg. at 44,620 (recognizing that fixed-indemnity insurance that pays "benefits on a 'per-service' basis have been widely available in the individual market for many years"); Ex. 1: August 27, 2013 Letter from Nat'l Ass'n of Ins. Comm'rs.

In 2010, Congress enacted the ACA that, among other changes, imposed several new restrictions on insurance plans that could be offered and required individuals to buy ACA-compliant insurance or pay a penalty. Congress, however, expressly incorporated into the ACA certain "excepted benefits"—including fixed-indemnity insurance—from the Public Health Services Act (as amended by the Health Insurance Portability and Accountability Act). Pub. L. 111-148, 124 Stat. 119, 249 (2010); 26 U.S.C. § 5000A(f)(3). Congress also incorporated that Act's definitions into the ACA, including the exclusion of short-term, limited-duration insurance from individual health insurance coverage. *Id.* 124 Stat. at 258; 42 U.S.C. § 18111. Accordingly, Congress left those types of insurance for states to regulate.

Nevertheless, the Departments have attempted to regulate these insurance plans that Congress excepted from federal requirements under the ACA. For example, the Departments issued guidance that tried to limit the exception for fixed-indemnity plans to only those plans that paid a set amount on a per-period basis (as opposed to a per-service or per-event basis).[1] After backlash, the Departments instead attempted to allow only the sale of fixed-indemnity plans that paid (1) on a per-period basis or (2) that paid benefits on a per-service basis to individuals who possessed ACA-compliant insurance.[2] The Departments have also attempted to limit

[1] *See FAQs About Affordable Care Act Implementation (Part XI)*, https://www.dol.gov/sites/dolgov/files/ebsa/about-ebsa/our-activities/resource-center/faqs/aca-part-xi.pdf (Jan. 24, 2013) ("2013 FAQ"), at 5.

[2] *See FAQs About Affordable Care Act Implementation (Part XVIII) and Mental Health Parity Implementation*, https://www.dol.gov/sites/dolgov/files/ebsa/about-ebsa/our-activities/resource-center/faqs/aca-part-xviii.pdf (Jan. 9, 2014), at 8; *Final Rule: Patient Protection and Affordable Care Act; Exchange and Insurance Market Standards for 2015 and Beyond*, 79 Fed. Reg. 30,240, 30,242 (May 27, 2014).

what plans can be offered as short-term, limited-duration plans by redefining the term to mean a plan that lasts less than three months in total duration.[3] Ultimately, litigation and changing agency positions made these earlier attempts to extend ACA requirements to certain short-term, limited-duration insurance and fixed-indemnity insurance plans short-lived.[4]

The Proposed Rule is another misguided attempt to regulate insurance that Congress excepted from federal requirements. If finalized, the Proposed Rule will subject numerous excepted insurance plans to restrictions under the ACA. This will effectively prohibit the sale of insurance policies that are currently available—namely, short-term, limited-duration insurance plans that last longer than three months and fixed-indemnity insurance plans that pay pre-determined benefits on a per-event or per-service basis. *See* Proposed Rule, 88 Fed. Reg. at 44,609, 44,620, 44,650-58. [5] The Proposed Rule also contemplates increasing the disclosure requirements that apply to the small subset of short-term, limited-duration and fixed-indemnity insurance plans that can still be sold. *Id.* Like earlier attempts to improperly regulate excepted insurance plans, the Proposed Rule is likely to be short-lived if finalized, because it is unlawful and will harm individuals by depriving them of the opportunity to select insurance products that better meet their specific needs.

ARGUMENT

I. THE PROPOSED RULE IS UNLAWFUL.

A. The Proposed Rule Exceeds Statutory Authority.

The Proposed Rule could not survive a legal challenge because it exceeds the Departments' statutory authority. Congress deliberately chose to except fixed-

[3] *See Final Rules: Excepted Benefits; Lifetime and Annual Limits; and Short-Term, Limited-Duration Insurance*, 81 Fed. Reg. 75,316, 75,321 (Oct. 31, 2016).

[4] *See, e.g.*, *Cent. United Life Ins. Co. v. Burwell*, 827 F.3d 70, 72 (D.C. Cir. 2016); *Final Rule: Short-Term, Limited-Duration Insurance*, 83 Fed. Reg. 38,212 (Aug. 3, 2018).

[5] *See also* Editorial Board, *Biden's Short-Sighted New Health Rule*, THE WALL STREET J. (July 7, 2023), https://www.wsj.com/articles/bidens-short-sighted-new-health-rule-96d90d3e?mod=opinion_le ad_pos4; *Fact Sheet: President Biden Announces New Actions to Lower Health Care Costs and Protect Consumers from Scam Insurance Plans and Junk Fees as Part of the "Bidenomics" Push*, THE WHITE HOUSE, https://www.whitehouse.gov/briefing-room/statements-releases/2023/07/07/fact-sheetpresident-biden-announces-new-actions-to-lower-health-care-costs-and-protect-consumers-from-scam-insurance-plans-and-junk-fees-as-part-of-bidenomics-push/.

indemnity insurance that met certain requirements and short-term, limited-duration insurance from federal restrictions under the ACA. In doing so, Congress gave the Departments no authority to impose additional conditions that fixed-indemnity plans must meet to qualify as excepted benefits. Nor did Congress give the Departments the authority to redefine short-term, limited-duration insurance to expand the scope of ACA restrictions.

1. The Proposed Rule's definition of short-term, limited-duration insurance is contrary to the statute.

The Departments lack the statutory authority to adopt the Proposed Rule's definition of short-term, limited-duration insurance as insurance with a duration of no more than three months.

The Proposed Rule's definition is at odds with statutory text. When Congress excluded short-term, limited-duration insurance from federal requirements in the amended Public Health Services Act, that term meant insurance policies that had an initial term that was shorter than the traditional insurance term—which is one year—and could not be renewed indefinitely. *See Ass'n for Cmty. Affiliated Plans v. Dep't of Treasury*, 392 F. Supp. 3d 22, 43 (D.D.C. 2019) (explaining that short-term, limited-duration insurance "must last for a 'term' (a 'period of time') that is 'short' by comparison to another term"), *aff'd* 966 F.3d 782 (D.C. Cir. 2020); *Glossary of Health Insurance Terms*, MED. MUT., https://www.medmutual.com/Individuals-and-Families/Glossary-of-Health-Insurance-Terms.aspx (noting that the benefit period for health insurance is "often one calendar year"). That is why the Departments adopted an interim rule and final rule that largely reflected that definition of short-term, limited-duration insurance: insurance with an expiration date "within 12 months of the date the contract becomes effective." *See Interim Rules for Health Insurance Portability for Group Health Plans*, 62 Fed. Reg. 16,894, 16,958 (Apr. 8, 1997); *Final Regulations for Health Coverage Portability for Group Health Plans and Group Health Insurance Issuers Under HIPPA Titles I & IV*, 69 Fed. Reg. 78,720, 78,748 (Dec. 30, 2004). Rather than deciding to define short-term, limited-duration insurance differently when it enacted the ACA, Congress simply incorporated that term from the Public Health Services Act. 42 U.S.C. § 18111.

Congress thus intended to incorporate the pre-existing definition of short-term, limited-duration insurance—insurance with an initial term of less than 12 months—into the ACA. *See Bragdon v. Abbott*, 524 U.S. 624, 645 (1998) ("When administrative and judicial interpretations have settled the meaning of an existing statutory provision, repetition of the same language in a new statute indicates, as a general matter, the intent to incorporate its administrative and judicial interpretations as well."); *Ass'n for Cmty. Affiliated Plans*, 966 F.3d at 790 ("[W]here Congress adopts a new law incorporating sections of a prior law, Congress

normally can be presumed to have had knowledge of the interpretation given to the incorporated law, at least insofar as it affects the new statute." (quotations omitted)). The Departments have no statutory authority to adopt a contrary definition of short-term, limited-duration insurance and thereby narrow the type of insurance that falls outside of the ACA's requirements.

Furthermore, *Chevron* deference cannot save the Proposed Rule's definition. As demonstrated above, the statutory text is not ambiguous. What is more, the federalism canon further supports defining short-term, limited-duration insurance broadly to respect the states' traditional role in regulating insurance. *See BFP v. Resolution Tr. Corp.*, 511 U.S. 531, 544-45 (1994) (declining to construe a statute as "displac[ing] traditional state regulation" and explaining that "[f]ederal statutes impinging upon important state interests cannot . . . be construed without regard to the implications of our dual system of government" (quotation omitted)); *see also* Proposed Rule, 88 Fed. Reg. at 44,648 (acknowledging the Proposed Rule has "Federalism implications"). Because "ambiguity for *Chevron* purposes comes at the end of the interpretation process, not at the beginning," the federalism canon is yet another reason the Proposed Rule's definition merits no deference. *MCP No. 165 v. U.S. Dep't of Labor*, 20 F.4th 264, 280 (6th Cir. 2021) (Sutton, C.J., dissenting from the denial of initial hearing en banc); *see id.* ("With 'significant constitutional and federalism questions raised' and a federalism-protecting interpretation of the statute not clearly ruled out, we must accept that interpretation and 'reject the request for administrative deference.'" (quoting *Solid Waste Agency of N. Cook Cnty. v. U.S. Army Corps of Eng'rs*, 531 U.S. 159, 174 (2001))). In any event, *Chevron* could soon be overruled. *See, e.g.*, *Loper Bright Enters. v. Raimondo*, 143 S. Ct. 2429 (2023) (granting certiorari on whether the Court should overrule *Chevron*).

2. The Proposed Rule's additional requirement for fixed-indemnity insurance to qualify as an excepted benefit is contrary to statutes.

The Departments likewise lack the authority to impose extra-statutory conditions that fixed-indemnity insurance must satisfy to qualify as an excepted benefit that is free from ACA requirements.

Congress provided that all fixed-indemnity insurance was excepted from ACA requirements as long as it is "offered as independent, noncoordinated benefits." 42 U.S.C. § 300gg-91(c)(3); *see id.* § 300gg-63(b); 26 U.S.C. § 5000A(f)(3). And Congress specified what that means. It clarified that fixed-indemnity was excepted if (1) "[t]he benefits are provided under a separate policy" or contract, (2) "[t]here is no coordination between the provision of such benefits and any exclusion of benefits under any group health plan maintained by the same plan sponsor," and (3) the "benefits are paid with respect to an event without regard to whether benefits are provided with respect to such an event" according to any plans "maintained by the

same plan sponsor" or "same health insurance issuer." 42 U.S.C. § 300gg-21(c)(2). Insurance that pays a pre-determined amount and meets these statutory conditions "qualifies as an excepted benefit." *See Cent. United Life Ins. Co. v. Burwell*, 827 F.3d 70, 73 (D.C. Cir. 2016) (explaining the only "criteria for fixed indemnity plans to have 'excepted benefits' status" are that "the plan (1) is provided under a separate policy, contract, etc., and (2) offers independent, noncoordinated benefits").

There is therefore no statutory requirement that the benefits be paid on a per-period basis rather than a per-event or per-service basis. What is more, the Departments lack the authority to impose such an extra-statutory requirement. *See id.* ("Nothing in the [statute] suggests Congress left any leeway for [the agency] to tack on additional criteria."). Whereas statutory provisions give the Departments the authority to determine the contours of other excepted benefits, 42 U.S.C. § 300gg-91(c)(1)(H), 300gg-91(c)(2)(C), Congress gave the Departments no authority to determine the contours of "independent, noncoordinated benefits," *id.* § 300gg-91(c)(3); *see Collins v. Yellen*, 141 S. Ct. 1761, 1782 (2021) ("[W]hen Congress includes particular language in one section of a statute but omits it in another section of the same Act, it is generally presumed that Congress acts intentionally and purposely in the disparate inclusion or exclusion." (quotation omitted)).

Furthermore, state regulators approved numerous types of fixed-indemnity insurance for years—including plans that pay a pre-determined amount on a per-event or per-service basis—to give American consumers more options. *See* Ex. 1; Proposed Rule, 88 Fed. Reg. at 44,620. Congress did not intend to curtail the types of fixed-indemnity insurance available in 2010 when it enacted ACA. Indeed, Congress expressly incorporated the Public Health Services Act's provisions regarding what constitutes an "excepted benefit" into ACA and "doubled down" on the "existing requirements" rather than adding to those requirements or giving the Departments the authority to do so. *See Cent. United Life*, 827 F.3d at 74 ("Ever since it first carefully defined what counts as an 'excepted benefit' in 1996, Congress has never changed course or put its original definition in any doubt."). The Proposed Rule therefore exceeds the Departments' statutory authority by attempting to impose additional conditions on what fixed-indemnity insurance qualifies as an excepted benefit.

B. The Proposed Rule Violates Separation-of-Powers Principles.

The Proposed Rule also violates constitutional separation-of-powers principles. Rather than sticking to their roles to enforce the law, the Departments would be exercising legislative power that the Constitution exclusively vests in Congress if they finalized the Proposed Rule.

The Constitution vests "[*a*]*ll* legislative Powers herein granted" to Congress. U.S. CONST. art. I, § 1 (emphasis added). Congress cannot "abdicate or . . . transfer

to others the essential legislative functions with which it is thus vested" without violating Article I, § 1 of the Constitution and separation-of-powers principles. *See A. L. A. Schechter Poultry Corp. v. United States*, 295 U.S. 495, 529 (1935).

To be sure, the Supreme Court has blessed limited delegations where Congress has given another entity the power to "act under such general provisions to fill up the details." *Wayman v. Southard*, 23 U.S. (10 Wheat.) 1, 43 (1825). But it remains true that "important subjects . . . must be entirely regulated by the legislature itself." *Id.*; *see Indus. Union Dep't, AFL-CIO* v. *Am. Petroleum Institute*, 448 U.S. 607, 687 (1980) (Rehnquist, J., concurring in judgment) (explaining that Congress must "make the critical policy decisions"); *Paul v. United States*, 140 S. Ct. 342, 342 (2019) (Kavanaugh, J., statement regarding denial of certiorari) (indicating "congressional delegations . . . to decide major policy questions" may be impermissible). Therefore, making *important* policy decisions, at the very least, is an exclusively legislative power that Congress cannot transfer to another body. *See Gundy v. United States*, 139 S. Ct. 2116, 2123 (2019) (plurality op.) (explaining that "Congress may not transfer to another branch 'powers which are strictly and exclusively legislative'" (quoting *Wayman*, 23 U.S. at 10 (1825))).

Yet the Proposed Rule embodies such important policy decisions that must be made by Congress. The Proposed Rule, if finalized, decides such important issues as whether to intrude further on the traditional role of states to regulate insurance and whether to prohibit types of insurance on which countless Americans rely. *See, e.g.*, Proposed Rule, 88 Fed. Reg. at 44,597 (seeking to "promote the purchase of comprehensive coverage in the group market" by depriving American consumers of insurance options). As such, the Departments cannot finalize the Proposed Rule without unconstitutionally exercising exclusively legislative power. This is especially true because the Departments can point to no intelligible principle that would guide their exercise of legislative power. *See Jarkesy v. SEC*, 34 F.4th 446, 463 (5th Cir. 2022) ("[A] total absence of guidance is impermissible under the Constitution.").

C. The Proposed Rule's Contemplated Notice Requirements Infringe Free Speech Rights.

In addition, the Proposed Rule includes required notices (and contemplates an alternative required notice) that violate the First Amendment's prohibition on compelled speech.

As the Supreme Court has held "time and again," the "freedom of speech 'includes both the right to speak freely and the right to refrain from speaking at all.'" *Janus v. Am. Fed'n of State, Cty., & Mun. Employees, Council 31*, 138 S. Ct. 2448, 2463 (2018) (quoting *Wooley* v. *Maynard*, 430 U. S. 705, 714 (1977)). "For corporations as for individuals, the choice to speak includes within it the choice of what not to say." *Pac. Gas & Elec. Co. v. Pub. Utils. Comm'n*, 475 U.S. 1, 16 (1986).

And content-based restrictions, which "target speech based on its communicative content," are "presumptively unconstitutional" as a "general matter." *Nat'l Int. of Family & Life Advocates v. Becerra*, 138 S. Ct. 2361, 2368 (2018) (quoting *Reed* v. *Town of Gilbert*, 576 U.S. 155, 163 (2015)). That means such regulations "may be justified only if the government proves that they are narrowly tailored to serve compelling state interests." *Id.*

The Proposed Rule's required notices (and contemplated alternative notice) would mandate that issuers of fixed-indemnity insurance and short-term, limited-duration insurance include statements regarding the offered policy and comprehensive health insurance available on government-run exchanges. *See* Proposed Rule, 88 Fed. Reg. at 44,617, 44,650-53, 44,653-56, 44,658. Such requirements are content-based, because they "compel[] individuals to speak a particular message" and "alte[r] the content of [their] speech." *See Nat'l Int. of Family & Life Advocates*, 138 S. Ct. at 2368 (quotation omitted). Accordingly, they are "presumptively unconstitutional." *Id.* What is more, the Departments cannot overcome this presumption because the notice requirements are not narrowly tailored and do not serve a compelling government interest. The notice requirements therefore run afoul of the First Amendment and must be abandoned.

II. THE PROPOSED RULE IS DISASTROUS POLICY.

Not only is the Proposed Rule an unlawful and unconstitutional policy decision, but it is also a disastrous policy. It diminishes Americans' agency and shamelessly reduces access to insurance products that are the best solution for certain individuals based on their particular healthcare needs and financial situation. This Proposed Rule stands to increase the uninsured population and clearly infringes on individuals' freedom to choose how to finance their healthcare.

For countless Americans, including those who are in-between jobs or cannot pay exorbitant premiums for benefits that they do not need, fixed-indemnity insurance and short-term, limited-duration insurance are essential options. Restricting short-term, limited-duration insurance to a three-month initial term and no more than four months in total removes short-term, limited-duration insurance as a viable option for many, including those who are unemployed. Indeed, such plans would not even cover the duration of the average unemployment period—which extends beyond four months.[6]

[6] *See Average Weeks Unemployed (UEMPMEAN)*, FEDERAL RESERVE ECONOMIC DATA (Sept. 10, 2023), https://fred.stlouisfed.org/series/UEMPMEAN (showing the average period of unemployment lasted longer than four months from January 2021 to August 2023).

Americans, not unelected bureaucrats that comprise the Departments, should be deciding what health insurance benefits work for them. The Proposed Rule elevates bureaucratic decision-making above Americans' agency to make healthcare decisions about what is best for them and their families. According to a Wall Street Journal article, 80 percent of those who bought short-term insurance said affordable premiums were more important than having comprehensive benefits.[7] The reality is that subsidized ACA plans have onerous premiums and deductibles because the ACA dictates that exchange plans must provide an exhaustive list of benefits. For some Americans these ACA plans are desirable, but Americans using short-term insurance have demonstrated that they prefer an insurance product priced commensurate with their health needs.

Accordingly, the Proposed Rule would result in Americans obtaining worse coverage that is less tailored to their specific needs or foregoing insurance altogether.[8] The Proposed Rule will thus unleash consequences that undermine the Departments' objective to increase the insured population and enrollment in ACA-compliant plans.

Conclusion

Therefore, the Proposed Rule is egregious executive overreach that will harm countless Americans. The Departments should reverse course and not finalize the Proposed Rule.

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[7] *See* The Editorial Board, *About That 'Junk' Health Insurance*, THE WALL STREET J. (May 19, 2019), https://www.wsj.com/articles/about-that-junk-health-insurance-11558290334.

[8] *See, e.g.*, Victoria Eardley, *Biden Would Deny Me Health Insurance*, THE WALL STREET J. (July 21, 2023), https://www.wsj.com/articles/biden-would-deny-me-health-insurance-obamacare-exchange-premium-short-term-ab25d8d9; Michael F. Cannon, *Biden's new plan threatens health coverage for more than half a million people*, THE HILL (July 10, 2023), https://thehill.com/opinion/healthcare/4087396-bidens-new-plan-threatens-health-coverage-for-more-than-half-a-million-people/; Editorial Board, *Biden's Short-Sighted New Health Rule*, THE WALL STREET J. (July 7, 2023), https://www.wsj.com/articles/bidens-short-sighted-new-health-rule-96d90d3e?mod=opinion_le%20ad_pos4.

Respectfully submitted,

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