

**SENATE, No. 1479**

**STATE OF NEW JERSEY**  
**221st LEGISLATURE**

PRE-FILED FOR INTRODUCTION IN THE 2024 SESSION

**Sponsored by:**

**Senator JOSEPH A. LAGANA**

**District 38 (Bergen)**

**Senator VIN GOPAL**

**District 11 (Monmouth)**

**SYNOPSIS**

Authorizes health care providers to negotiate with carriers regarding fee- and non-fee-related matters.

**CURRENT VERSION OF TEXT**

Introduced Pending Technical Review by Legislative Counsel.



1 AN ACT concerning certain joint contract negotiations and  
2 supplementing Title 52 of the Revised Statutes.

3

4 **BE IT ENACTED** by the Senate and General Assembly of the State  
5 of New Jersey:

6

7 1. The Legislature finds and declares that:

8 a. Health care is inclusive of many specific disciplines working  
9 together to promote the well-being of patients, including the oral  
10 health care provided by general and specialized dentists;

11 b. Active, robust and fully competitive markets for health care  
12 and dental services provide the best opportunity for the residents of  
13 this State to receive high quality health care and dental services at  
14 an appropriate cost;

15 c. A substantial amount of health care and dental services in this  
16 State is purchased for the benefit of patients by health and dental  
17 insurance carriers engaged in the financing of health care and dental  
18 services or is otherwise delivered subject to the terms of agreements  
19 between carriers and health care providers;

20 d. Carriers are able to control the flow of patients to health care  
21 providers through compelling financial incentives for patients in their  
22 health and dental benefits plans to utilize only the services of health  
23 care providers with whom the carriers have contracted;

24 e. Carriers also control the health care and dental services  
25 rendered to patients through utilization management and other  
26 managed care tools and associated coverage and payment policies;

27 f. Carriers are often able to virtually dictate the terms of the  
28 contracts that they offer health care providers and commonly offer  
29 these contracts on a take-it-or-leave-it basis;

30 g. The power of carriers to unilaterally impose provider contract  
31 terms jeopardizes the ability of health care providers to deliver the  
32 superior quality health care and dental services traditionally available  
33 in this State;

34 h. Health care providers do not have sufficient market power to  
35 reject carriers' contract terms that impede their ability to deliver  
36 medically appropriate care without undue delay or difficulties;

37 i. Inadequate reimbursement and other unfair payment terms that  
38 are advantageous to carriers adversely affect the quality of patient care  
39 and access to care by reducing the resources that health care providers  
40 can devote to patient care and decreasing the time that health care  
41 providers are able to spend with their patients;

42 j. Inequitable reimbursement and other unfair payment terms also  
43 endanger the health care infrastructure and progress by diverting  
44 capital needed for reinvestment in the health care delivery system,  
45 curtailing the purchase of state-of-the-art technology, the pursuit of  
46 medical research, and expansion of health care services, all to the  
47 detriment of the residents of this State;

- 1 k. The inevitable collateral reduction and migration of the health  
2 care work force will also have negative consequences for the economy  
3 of this State;
- 4 l. Empowering independent health care providers to jointly  
5 negotiate with carriers as provided in this act will help restore the  
6 competitive balance and improve competition in the markets for health  
7 care and dental services in this State, thereby providing benefits for  
8 consumers, health care providers and less dominant carriers;
- 9 m. This act is necessary and proper, and constitutes an  
10 appropriate exercise of the authority of this State to regulate the  
11 business of insurance and the delivery of health care and dental  
12 services;
- 13 n. The pro-competitive and other benefits of the joint negotiations  
14 and related joint activity authorized by this act, including, but not  
15 limited to, restoring the competitive balance in the market for health  
16 care services, protecting access to quality patient care, promoting the  
17 health care infrastructure and progress, and improving  
18 communications, outweigh any potential anti-competitive effects of  
19 this act; and
- 20 o. It is the intention of the Legislature to authorize independent  
21 health care providers to jointly negotiate with carriers and to qualify  
22 such joint negotiations and related joint activities for the State-action  
23 exemption to the federal antitrust laws through the articulated State  
24 policy and active supervision provided under this act.  
25
- 26 2. As used in this act:
- 27 "Carrier" means an insurance company, health service  
28 corporation, hospital service corporation, medical service  
29 corporation or health maintenance organization which is authorized  
30 to issue health benefits plans in this State and a dental service  
31 corporation or dental plan organization authorized to issue dental  
32 plans in this State.
- 33 "Covered person" means a person on whose behalf a carrier  
34 which offers a health benefits or dental plan is obligated to pay  
35 benefits or provide services pursuant to the plan.
- 36 "Covered service" means a health care or dental service provided  
37 to a covered person under a health benefits or dental plan for which  
38 the carrier is obligated to pay benefits or provide services.
- 39 "Dental plan" means a benefits plan which pays or provides  
40 dental expense benefits for covered services and is delivered or  
41 issued for delivery in this State by or through a dental carrier.
- 42 "Health benefits plan" means a plan which pays or provides  
43 hospital and medical expense benefits for covered services, and is  
44 delivered or issued for delivery in this State by or through a carrier.  
45 For the purposes of this act, "health benefits plan" shall not include  
46 the following plans, policies or contracts: Medicare supplement  
47 coverage and risk contracts, accident only, specified disease or  
48 other limited benefit, credit, disability, long-term care, TRICARE

1 supplement coverage, coverage arising out of a workers'  
2 compensation or similar law, automobile medical payment  
3 insurance, personal injury protection insurance issued pursuant to  
4 P.L.1972, c.70 (C.39:6A-1 et seq.), or hospital expense or  
5 confinement indemnity coverage only.

6 "Health care provider" means a person who is licensed by the  
7 State of New Jersey to provide health care services under the  
8 provisions of Title 45 of the Revised Statutes.

9 "Joint negotiation representative" means a representative selected  
10 by two or more independent health care providers to engage in joint  
11 negotiations with a carrier on their behalf.

12 "Utilization management" means a system for reviewing the  
13 appropriate and efficient allocation of health care or dental services  
14 under a health benefits or dental plan in accordance with specific  
15 guidelines, for the purpose of determining whether, or to what  
16 extent, a health care or dental service that has been provided or is  
17 proposed to be provided to a covered person is to be covered under  
18 the health benefits or dental plan.

19

20 3. Two or more independent health care providers who are  
21 practicing in the service area of a carrier may jointly negotiate with  
22 a carrier and engage in related joint activity, as provided in this act,  
23 regarding non-fee-related matters which may affect patient care,  
24 including, but not limited to, any of the following:

25 a. the definition of medical necessity and other conditions of  
26 coverage;

27 b. utilization management criteria and procedures;

28 c. clinical practice guidelines;

29 d. preventive care and other medical management policies;

30 e. patient referral standards and procedures, including, but not  
31 limited to, those applicable to out-of-network referrals;

32 f. drug formularies and standards and procedures for  
33 prescribing off-formulary drugs;

34 g. quality assurance programs;

35 h. respective health care providers and carrier liability for the  
36 treatment or lack of treatment of covered persons;

37 i. the methods and timing of payments;

38 j. other administrative procedures, including, but not limited  
39 to, eligibility verification systems and claim documentation  
40 requirements for covered persons;

41 k. credentialing standards and procedures for the selection,  
42 retention and termination of participating health care providers;

43 l. mechanisms for resolving disputes between the carrier and  
44 health care providers, including, but not limited to, the appeals  
45 process for utilization management and credentialing  
46 determinations;

- 1 m. the health benefits or dental plans sold or administered by  
2 the carrier in which the health care providers are required to  
3 participate;
- 4 n. the formulation and application of reimbursement  
5 methodology;
- 6 o. any health care provider rating program and the ability to  
7 appeal a carrier's rating of a health care provider;
- 8 p. the terms and conditions of health care provider contracts,  
9 including, but not limited to, all products clauses, and the duration  
10 and renewal provisions of the contract; and
- 11 q. the inclusion or alteration of a contractual term or condition,  
12 except when the inclusion or alteration is required by a federal or  
13 State regulation concerning that term or condition; however, the  
14 restriction shall not limit a health care provider's rights to jointly  
15 petition the federal or State government, as applicable, to change  
16 the regulation.
- 17
- 18 4. a. Upon a finding by the Attorney General, in consultation  
19 with the Commissioner of Banking and Insurance, that a carrier has  
20 substantial market power in its service area and that any of the  
21 terms or conditions of the contract with the carrier pose an actual or  
22 potential threat to the quality and availability of patient care among  
23 covered persons, two or more independent health care providers  
24 who are practicing in the service area of a carrier may jointly  
25 negotiate with the carrier and engage in related joint activity, as  
26 provided in this act regarding fees and fee-related matters,  
27 including, but not limited to, any of the following:
- 28 (1) the amount of payment or the methodology for determining  
29 the payment for a health care or dental service, including, but not  
30 limited to, cost of living increases;
- 31 (2) the conversion factor for a resource-based relative value  
32 scale or similar reimbursement methodology for health care or  
33 dental services;
- 34 (3) the amount of any discount on the price of a health care or  
35 dental service;
- 36 (4) the procedure code or other description of a health care or  
37 dental service covered by a payment and the appropriate grouping  
38 of the procedure codes;
- 39 (5) the amount of a bonus related to the provision of health care  
40 or dental services or a withholding from the payment due for a  
41 health care or dental service; and
- 42 (6) the amount of any other component of the reimbursement  
43 methodology for a health care or dental service.
- 44 b. The Department of Banking and Insurance, in consultation  
45 with the Attorney General, shall have the authority to collect and  
46 investigate such information as it reasonably believes is necessary  
47 to determine, on an annual basis:

1 (1) the average number of covered lives and geographical  
2 distribution of covered lives per quarter per county for every carrier  
3 in the State;

4 (2) the impact of the provisions of this section on average health  
5 care provider fees in the State; and

6 (3) the medical loss ratio of each carrier for every line of  
7 insurance in which a plan is issued.

8 The Department of Banking and Insurance shall provide this  
9 information to the Attorney General on an annual basis.

10  
11 5. The exercise of joint negotiation rights by two or more  
12 independent health care providers who are practicing in the service  
13 area of a carrier pursuant to this act shall conform to the following  
14 criteria:

15 a. the health care providers may communicate with each other  
16 concerning any contractual term or condition to be negotiated with  
17 the carrier;

18 b. the health care providers may communicate with the joint  
19 negotiation representative authorized to negotiate on their behalf  
20 with the carrier concerning any contractual term or condition;

21 c. the joint negotiation representative shall be the sole party  
22 authorized to negotiate with the carrier on behalf of the health care  
23 providers as a group;

24 d. the health care providers may, at the option of each health  
25 care provider, agree to be bound by the terms and conditions  
26 negotiated by the joint negotiation representative; and

27 e. when communicating or negotiating with a joint negotiation  
28 representative, a carrier may offer different contractual terms or  
29 conditions to, or may contract with, individual independent health  
30 care providers.

31  
32 6. The provisions of this act shall not apply to a health benefits,  
33 dental plan, or vision plan which is certified by the Commissioner  
34 of Human Services to the Attorney General as providing covered  
35 services exclusively or primarily to persons who are eligible for  
36 medical assistance under P.L.1968, c.413 (C.30:4D-1 et seq.) or the  
37 FamilyCare Health Coverage Program under P.L.2005, c.156  
38 (C.30:4J-8 et seq.).

39  
40 7. A person or entity which proposes to act as a joint  
41 negotiation representative shall satisfy the following requirements:

42 a. Before entering into negotiations with a carrier on behalf of  
43 two or more independent health care providers, the joint negotiation  
44 representative shall submit to the Attorney General, for approval  
45 pursuant to section 8 of this act, on a form and in a manner  
46 prescribed by the Attorney General, a petition which identifies:

47 (1) the representative's name and business address;

- 1 (2) the names and business addresses of each health care  
2 provider who will be represented by the identified joint negotiation  
3 representative;
- 4 (3) the ratio of the health care providers requesting joint  
5 representation to the total number of health care providers who are  
6 practicing within the geographic service area of the carrier;
- 7 (4) the carrier with which the representative proposes to enter  
8 into negotiations on behalf of the identified health care providers;
- 9 (5) the intended subject matter of the proposed negotiations with  
10 the identified carrier;
- 11 (6) the representative's plan of operation and procedures to  
12 ensure compliance with the provisions of this act;
- 13 (7) the anticipated effect of the proposed joint negotiations on  
14 the quality and availability of health or dental care among covered  
15 persons;
- 16 (8) the anticipated benefits of a contract between the identified  
17 health care providers and carrier;
- 18 (9) such other data, information and documents as the petitioner  
19 desire to submit in support of their petition; and
- 20 (10) such other data, information and documents as the Attorney  
21 General deems necessary.

22 The joint negotiation representative, upon submitting the  
23 petition, shall pay a fee to the Attorney General in an amount, as  
24 determined by the Attorney General, which shall be reasonable and  
25 necessary to cover the costs associated with carrying out the  
26 provisions of this act.

27 b. After the joint negotiation representative and the carrier  
28 identified pursuant to subsection a. of this section have reached an  
29 agreement on the contractual terms or conditions that were the  
30 subject matter of their negotiations, the joint negotiation  
31 representative shall submit to the Attorney General, for approval in  
32 accordance with the provisions of section 8 of this act, a copy of the  
33 proposed contract between the health care providers identified  
34 pursuant to subsection a. of this section and the carrier, as well as  
35 any plan of action which the joint negotiation representative and the  
36 carrier shall formally agree to for the purpose of implementing the  
37 terms and conditions of the contract.

38 c. Within 14 days after either party notifies the other party of  
39 its decision to decline or terminate negotiations entered into  
40 pursuant to this act, or after the date that a joint negotiation  
41 representative requests that a carrier enter into such negotiations to  
42 which request the plan fails to respond, the joint negotiation  
43 representative shall report to the Attorney General that the  
44 negotiations have ended, on a form and in a manner to be prescribed  
45 by the Attorney General. The Attorney General may, within 30 days  
46 of a termination, make a binding determination as to the merits of the  
47 joint negotiation request. Should the Attorney General determine  
48 sufficient cause for the negotiation to occur, then the carrier shall be

1 compelled to jointly negotiate with the negotiation representative as  
2 set forth in this act. If the Attorney General does not find a  
3 compelling need for a joint negotiation to occur, the joint negotiation  
4 representative may resume negotiations with the carrier no later than  
5 90 days after reporting to the Attorney General that the negotiations  
6 have ended, on the basis of the petition submitted to the Attorney  
7 General pursuant to subsection a. of this section and approved by  
8 the Attorney General in accordance with the provisions of section 8  
9 of this act. After that date, the joint negotiation representative shall  
10 be required to submit a new petition and pay an additional fee to the  
11 Attorney General pursuant to subsection a. of this section, in order  
12 to engage in negotiations with the carrier under this act.

13

14 8. a. The Attorney General shall provide written approval or  
15 disapproval of a petition or a proposed contract furnished by a joint  
16 negotiation representative pursuant to section 7 of this act no later  
17 than 30 days after receipt of the petition or proposed contract, as  
18 applicable. If the Attorney General fails to provide written  
19 approval or disapproval within this time period, the joint  
20 negotiation representative may petition a court of competent  
21 jurisdiction for an order to require the Attorney General to take  
22 such action. If the Attorney General disapproves the petition or the  
23 proposed contract, a written explanation shall be forwarded  
24 regarding any deficiencies therein to the joint negotiation  
25 representative along with a statement of the specific remedial  
26 measures by which those deficiencies may be corrected.

27 Should the Attorney General approve of the joint negotiation,  
28 then the carrier shall be required to engage with the joint  
29 negotiation representative.

30 A joint negotiation representative shall not engage in  
31 negotiations with a carrier over any contractual term or condition  
32 unless the petition furnished by the joint negotiation representative  
33 has been approved in writing by the Attorney General, nor shall a  
34 proposed contract between two or more independent health care  
35 providers and a carrier be implemented unless the Attorney General  
36 has approved the contract.

37 b. The Attorney General shall approve a petition or a proposed  
38 contract furnished by a joint negotiation representative pursuant to  
39 section 7 of this act if the Attorney General determines that the  
40 petition or proposed contract demonstrates that the benefits which  
41 are likely to result from the proposed joint negotiations over a  
42 contractual term or condition or the proposed contract, as  
43 applicable, outweigh the disadvantages attributable to a reduction in  
44 competition that may result from the proposed joint negotiations.  
45 In making a determination, the Attorney General shall consider  
46 health care provider distribution by specialty and its effect on  
47 competition in the geographic service area of the carrier.



1 c. The written approval of the Attorney General of a petition  
2 which is furnished by a joint negotiation representative under  
3 section 7 of this act shall be effective for all subsequent  
4 negotiations between the joint negotiation representative and the  
5 identified carrier, subject to the provisions of subsection c. of  
6 section 7 of this act.

7 d. In the case of a petition submitted pursuant to subsection a.  
8 of section 7 of this act, the Attorney General shall notify the carrier  
9 of the petition and provide the carrier with the opportunity to  
10 submit written comments within a specified time frame that does  
11 not extend beyond the date by which the Attorney General is  
12 required to act on the petition.

13

14 9. a. Within 45 days from the mailing by the Attorney General  
15 of a notice of disapproval of a petition submitted under section 7 of  
16 this act, the petitioners may make a written application to the  
17 Attorney General for a hearing.

18 b. Upon receipt of a timely written application for a hearing,  
19 the Attorney General shall schedule and conduct a hearing in  
20 accordance with the "Administrative Procedure Act," P.L.1968,  
21 c.410 (C.52:14B-1 et seq.). The hearing shall be held within 45  
22 days of the application unless the petitioner seeks an extension.

23 c. The sole parties with respect to any petition under section 7  
24 of this act shall be the petitioners, and notwithstanding any other  
25 provision of law to the contrary, the Attorney General shall not be  
26 required to treat any other person as a party and no other person  
27 shall be entitled to appeal the Attorney General's determination.

28

29 10. All information, including documents and copies thereof,  
30 obtained by or disclosed to the Attorney General or any other  
31 person in a petition under section 7 of this act, shall be treated  
32 confidentially and shall be deemed proprietary and shall not be  
33 made public or otherwise disclosed by the Attorney General or any  
34 other person without the written consent of the petitioners to whom  
35 the information pertains.

36

37 11. A carrier and a joint negotiation representative shall  
38 negotiate in good faith regarding the terms and conditions of health  
39 care provider contracts pursuant to this act.

40

41 12. a. The provisions of this act shall not be construed to:

42 (1) permit two or more health care providers to jointly engage in  
43 a coordinated cessation, reduction or limitation of the health care or  
44 dental services which they provide;

45 (2) permit two or more health care providers to meet or  
46 communicate in order to jointly negotiate a requirement that at least  
47 one of the health care providers, as a condition of participation with

1 a carrier, be allowed to participate in all of the products offered by  
2 the carrier;

3 (3) permit two or more health care providers to jointly negotiate  
4 with a carrier to exclude, limit or otherwise restrict a provider from  
5 another health care profession from participating in the carrier's  
6 health benefits or dental plan based substantially on the fact that the  
7 health care provider is not in the same profession as the health care  
8 providers participating in the joint negotiation, unless that  
9 exclusion, limitation or restriction is otherwise permitted by law;

10 (4) prohibit or restrict activity by health care providers that is  
11 sanctioned under federal or State law or subject such activity to the  
12 requirements of this act;

13 (5) affect governmental approval of, or otherwise restrict  
14 activity by, health care providers that is not prohibited under federal  
15 antitrust law; or

16 (6) require approval of health care provider contract terms to the  
17 extent that the terms are exempt from State regulation under section  
18 514(a) of the "Employee Retirement Income Security Act of 1974,"  
19 Pub.L.93-406 (29 U.S.C. s.1144(a)).

20 b. Prior to entering into negotiations with a carrier on behalf of  
21 two or more independent health care providers over a contractual  
22 term or condition, a joint negotiation representative shall notify the  
23 health care providers in writing of the provisions of this act and  
24 advise them as to their potential for legal action against health care  
25 providers who violate federal antitrust law.

26

27 13. a. The Attorney General, in consultation with the  
28 Commissioner of Banking and Insurance, shall report annually to  
29 the Governor and the Legislature on the implementation of this act.

30 b. The report shall include:

31 (1) the number of petitions submitted for approval to engage in  
32 joint negotiations and the outcome of the petitions and the  
33 negotiations;

34 (2) an assessment of the effect the joint negotiations provided  
35 for in this act have had in restoring the competitive balance in the  
36 market for health care or dental services and in protecting access to  
37 quality patient care;

38 (3) an assessment of the impact this act has had on health  
39 insurance premiums in the State;

40 (4) the recommendations of the Attorney General as to whether  
41 the provisions of this act shall be expanded to include other types of  
42 health care facilities; and

43 (5) such other information that the Attorney General deems  
44 appropriate.

45

46 14. The Attorney General, in consultation with the  
47 Commissioner of Banking and Insurance and pursuant to the  
48 "Administrative Procedure Act," P.L.1968, c.410 (C.52:14B-1 et

1 seq.), shall adopt rules and regulations to effectuate the purposes of  
2 this act.

3

4 15. This act shall take effect on the 90th day after enactment.  
5 The Attorney General, in consultation with the Commissioner of  
6 Banking and Insurance, may take such anticipatory administrative  
7 action in advance of the effective date as shall be necessary for the  
8 implementation of this act.

9

10

11

STATEMENT

12

13 This bill authorizes health care providers to be involved with  
14 joint negotiations on the terms and conditions of contracts with  
15 health and dental insurance carriers. Under the bill, two or more  
16 health care providers authorized by the State to provide services in  
17 a health care profession are allowed to participate in a joint  
18 negotiation. The negotiations would be carried out through a joint  
19 negotiation representative selected by a health care provider to act  
20 on their behalf.

21 In the bill, two or more health care providers practicing in a  
22 service area of a carrier can jointly negotiate, and engage in related  
23 joint activity, regarding non-fee-related matters which may affect  
24 patient care, including (1) the definition of medical necessity and  
25 other conditions of coverage; (2) clinical practice guidelines; and  
26 (3) any provider rating program and the ability to appeal a carrier's  
27 rating of a provider.

28 In addition, the bill establishes that if the Attorney General, in  
29 consultation with the Commissioner of Banking and Insurance,  
30 finds that a carrier has substantial market power in its service area  
31 and that any of the terms or conditions of the contract with the  
32 carrier pose an actual or potential threat to the quality and  
33 availability of patient care among covered persons, two or more  
34 independent health care providers may jointly negotiate with the  
35 carrier, and engage in related joint activity, on fees and fee-related  
36 matters. This includes such items as (1) the amount of payment or  
37 the methodology for determining the payment for a health care or  
38 dental service, including, but not limited to, cost of living increases;  
39 (2) the amount of any discount on the price of a health care or  
40 dental service; and (3) the procedure code or other description of a  
41 health care or dental service covered by a payment and the  
42 appropriate grouping of the procedure codes.

43 The bill also establishes that, before entering into negotiations, a  
44 person or entity which proposes to act as a joint negotiation  
45 representative is to submit a petition to enter into negotiations to the  
46 Attorney General for approval. The petition is to identify, among  
47 other items, the representative, the health care providers who the  
48 representative will represent, and the intended subject matter of the

1 proposed negotiations.

2 Under the bill, a process is established regarding the steps  
3 necessary for when the joint negotiation representative and the  
4 carrier have reached an agreement on the contractual terms or  
5 conditions that were the subject matter of negotiations. The bill  
6 also stipulates that if a party to the negotiations decides to decline  
7 or terminate negotiations, within 14 days of this decision, the joint  
8 negotiation representative is to report to the Attorney General that  
9 negotiations have ended. The Attorney General may, within 30  
10 days of a termination, make a binding determination as to the merits of  
11 the joint negotiation request. The bill also establishes the process by  
12 which the Attorney General is to provide written approval or  
13 disapproval of a petition or proposed contract furnished by a joint  
14 negotiation representative. A decision by the Attorney General to  
15 approve or disapprove is to be rendered within 30 days after receipt  
16 of the petition or proposed contract. If that timeline passes with no  
17 decision rendered, the joint negotiation representative may petition  
18 a court for an order to require a decision from the Attorney General.  
19 The petition or proposed contract is to be approved by the Attorney  
20 General shall approve a petition or a proposed contract if a  
21 determination is made that the petition or proposed contract  
22 demonstrates that the benefits which are likely to result from the  
23 proposed joint negotiations or contract outweigh the disadvantages  
24 attributable to a reduction in competition that may result from the  
25 proposed joint negotiations. If a decision is made to disapprove of  
26 a petition or proposed contract, a petitioner has 45 days to submit a  
27 written request to the Attorney General for a hearing.

28 Lastly, the bill requires the Attorney General, in consultation  
29 with the Commissioner of Banking and Insurance, to report  
30 annually to the Governor and the Legislature on the implementation  
31 of the bill. The report is to include, among other items, an  
32 assessment of the impact that the bill has had on health insurance  
33 premiums in the State. The report is to also include the  
34 recommendations of the Attorney General as to whether the  
35 provisions of the substitute should be expanded to include other  
36 types of health care facilities.