

SENATE BILL 57

C3

EMERGENCY BILL
(PRE-FILED)

01r0030

By: **Chair, Finance Committee (By Request – Departmental – Insurance Administration, Maryland) and Senators Astle, Della, Exum, Garagiola, Glassman, Kelley, Klausmeier, Middleton, and Pugh**

Requested: September 24, 2009

Introduced and read first time: January 13, 2010

Assigned to: Finance

Committee Report: Favorable with amendments

Senate action: Adopted

Read second time: February 11, 2010

CHAPTER _____

1 AN ACT concerning

2 **Health Insurance – Mental Health Benefits – ~~Group Health Plans and~~**
3 **Medical and Surgical Benefits for Mastectomies – Parity with Federal Law**

4 FOR the purpose of providing that it is not discriminatory, under certain provisions of
5 law that prohibit certain health insurance policies, contracts, or certificates
6 from discriminating against a person with a mental illness, emotional disorder,
7 drug abuse disorder, or alcohol abuse disorder, if the benefits for partial
8 hospitalization and outpatient expenses under certain ~~group health plans~~
9 contracts covering employees of one or more large employers are covered in a
10 certain manner; providing that, under certain ~~group health plans contracts~~
11 covering employees of one or more large employers, certain benefits for mental
12 illnesses, emotional disorders, drug abuse disorders, or alcohol abuse disorders
13 may be delivered under a managed care system only if the benefits for physical
14 illnesses are delivered under a managed care system; requiring certain factors
15 used to manage certain benefits for mental illnesses, emotional disorders, drug
16 abuse disorders, or alcohol abuse disorders under certain group contracts to be
17 comparable as written and in operation to, and applied no more stringently
18 than, the factors used to manage the benefits for certain physical illnesses;
19 requiring certain contracts to provide coverage for certain physical
20 complications of all stages of mastectomy in a certain manner; defining certain
21 terms; altering a certain definition; making conforming and technical changes;

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.

Underlining indicates amendments to bill.

~~Strike-out~~ indicates matter stricken from the bill by amendment or deleted from the law by amendment.



1 making this Act an emergency measure; and generally relating to health
2 insurance ~~and mental health benefits.~~

3 BY repealing and reenacting, with amendments,
4 Article – Health – General
5 Section 19–703.1
6 Annotated Code of Maryland
7 (2009 Replacement Volume)

8 BY repealing and reenacting, with amendments,
9 Article – Insurance
10 Section 15–802 and 15–815
11 Annotated Code of Maryland
12 (2006 Replacement Volume and 2009 Supplement)

13 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF
14 MARYLAND, That the Laws of Maryland read as follows:

15 **Article – Health – General**

16 19–703.1.

17 (a) (1) In this section the following terms have the meanings indicated.

18 (2) “Alcohol abuse” has the meaning stated in § 8–101 of this article.

19 (3) “Drug abuse” has the meaning stated in § 8–101 of this article.

20 ~~(4) “GROUP HEALTH PLAN” MEANS AN EMPLOYER SPONSORED~~
21 ~~HEALTH BENEFIT PLAN SUBJECT TO THE PROVISIONS OF 29 U.S.C. § 1185A OR~~
22 ~~26 U.S.C. § 9812.~~

23 ~~(5) (4)~~ **“(4) “HEALTH BENEFIT PLAN” HAS THE MEANING STATED IN**
24 **§ 15–1401 OF THE INSURANCE ARTICLE.**

25 **(5) “LARGE EMPLOYER” MEANS AN EMPLOYER THAT HAS MORE**
26 **THAN 50 EMPLOYEES AND IS NOT A SMALL EMPLOYER.**

27 **[(4)] (6)** “Managed care system” means a method that a carrier uses
28 to review and preauthorize a treatment plan that a health care practitioner develops
29 for a covered person using a variety of cost containment methods to control utilization,
30 quality, and claims.

31 **[(5)] (7)** “Partial hospitalization” means the provision of medically
32 directed intensive or intermediate short–term treatment for mental illness, emotional
33 disorders, drug abuse or alcohol abuse for a period of less than 24 hours but more than

1 4 hours in a day for a member or subscriber in a licensed or certified facility or
2 program.

3 **(8) "SMALL EMPLOYER" HAS THE MEANING STATED IN § 15-1201**
4 **OF THE INSURANCE ARTICLE.**

5 (b) (1) Subject to the provisions of this section, each contract or certificate
6 issued to a member or subscriber by a health maintenance organization that provides
7 health benefits and services for diseases may not discriminate against any person with
8 a mental illness, emotional disorder or a drug abuse or alcohol abuse disorder by
9 failing to provide benefits for treatment and diagnosis of these illnesses under the
10 same terms and conditions as provided for covered benefits offered under the contract
11 or certificate for the treatment of physical illness.

12 (2) It shall not be considered to be discriminatory under paragraph (1)
13 of this subsection if at least the following benefits are provided:

14 (i) With respect to inpatient benefits provided in a licensed or
15 certified facility, which shall include hospital inpatient benefits, the total number of
16 days for which benefits are payable shall be[:

17 1. Except as provided in subsection (d) of this section,
18 from July 1, 1994 through June 30, 1995, at least 60 days in any calendar year or
19 benefit period of not more than 12 months under the same terms and conditions that
20 apply to benefits available under the contract or certificate for physical illness; and

21 2. On or after July 1, 1995,] at least equal to the same
22 terms and conditions that apply to the benefits available under the contract or
23 certificate for physical illness;

24 (ii) [Subject] ~~EXCEPT AS PROVIDED IN ITEM (III) OF THIS~~
25 ~~PARAGRAPH AND SUBJECT~~ to subsection [(f)] (E) of this section, with respect to
26 benefits for partial hospitalization, at least 60 days of partial hospitalization shall be
27 covered under the same terms and conditions that apply to the benefit available under
28 the contract or certificate for physical illness; [and]

29 ~~(III) FOR GROUP HEALTH PLANS, WITH RESPECT TO~~
30 ~~BENEFITS FOR PARTIAL HOSPITALIZATION, THE BENEFITS SHALL BE COVERED~~
31 ~~UNDER THE SAME TERMS AND CONDITIONS THAT APPLY TO THE BENEFITS~~
32 ~~AVAILABLE UNDER THE CONTRACT FOR OUTPATIENT HOSPITAL ADMISSIONS~~
33 ~~FOR PHYSICAL ILLNESS FOR AT LEAST 60 DAYS;~~

34 (III) FOR GROUP CONTRACTS COVERING EMPLOYEES OF
35 ONE OR MORE LARGE EMPLOYERS, WITH RESPECT TO BENEFITS FOR PARTIAL
36 HOSPITALIZATION FOR THE TREATMENT OF MENTAL ILLNESS, EMOTIONAL
37 DISORDERS, DRUG ABUSE, AND ALCOHOL ABUSE, THE GREATER OF:

1 **1. THE SAME BENEFITS PAYABLE UNDER THE**
 2 **CONTRACT FOR PARTIAL HOSPITALIZATION FOR PHYSICAL ILLNESS; OR**

3 **2. AT LEAST 60 DAYS OF PARTIAL HOSPITALIZATION**
 4 **COVERED UNDER THE SAME TERMS AND CONDITIONS THAT APPLY TO**
 5 **OUTPATIENT TREATMENT OF PHYSICAL ILLNESSES;**

6 **[(iii)] (IV) [With] EXCEPT AS PROVIDED IN ITEM (V) OF THIS**
 7 **PARAGRAPH, WITH** respect to outpatient coverage, other than for inpatient or partial
 8 hospitalization services, benefits for covered expenses arising from services, including
 9 psychological and neuropsychological testing for diagnostic purposes, **[which] THAT**
 10 are rendered to treat mental illness, emotional disorders, drug abuse, and alcohol
 11 abuse shall be at a rate **[which] THAT** is, after the applicable deductible, not less than:

12 1. 80 percent for the first 5 visits in any calendar year or
 13 benefit period of not more than 12 months;

14 2. 65 percent for the 6th through 30th visit in any
 15 calendar year or benefit period of not more than 12 months; and

16 3. 50 percent for the 31st visit and any visit after the
 17 31st visit in any calendar year or benefit period of not more than 12 months; **AND**

18 **(V) FOR GROUP ~~HEALTH PLANS~~ CONTRACTS COVERING**
 19 **EMPLOYEES OF ONE OR MORE LARGE EMPLOYERS, BENEFITS FOR COVERED**
 20 **OUTPATIENT EXPENSES ARISING FROM SERVICES, INCLUDING ALL OFFICE**
 21 **VISITS AND PSYCHOLOGICAL AND NEUROPSYCHOLOGICAL TESTING FOR**
 22 **DIAGNOSTIC PURPOSES, THAT ARE RENDERED TO TREAT MENTAL ILLNESS,**
 23 **EMOTIONAL DISORDERS, DRUG ABUSE, AND ALCOHOL ABUSE SHALL BE**
 24 **COVERED UNDER THE SAME TERMS AND CONDITIONS THAT APPLY TO SIMILAR**
 25 **BENEFITS AVAILABLE UNDER THE CONTRACT FOR PHYSICAL ILLNESS.**

26 (c) (1) The benefits under this section shall be required only for expenses
 27 arising for treatment of mental illnesses, emotional disorders, drug abuse, and alcohol
 28 abuse **[which] THAT** in the professional judgment of practitioners is medically
 29 necessary and treatable.

30 (2) The benefits required under this section shall be provided as one
 31 set of benefits covering mental illnesses, emotional disorders, drug abuse, and alcohol
 32 abuse.

33 (3) **[The] SUBJECT TO PARAGRAPH (4) OF THIS SUBSECTION, THE**
 34 benefits required under this section may be delivered under a managed care system.

1 **(4) FOR GROUP ~~HEALTH PLANS~~ CONTRACTS COVERING**
 2 **EMPLOYEES OF ONE OR MORE LARGE EMPLOYERS, THE BENEFITS REQUIRED**
 3 **UNDER THIS SECTION MAY BE DELIVERED UNDER A MANAGED CARE SYSTEM**
 4 **ONLY IF THE BENEFITS FOR PHYSICAL ILLNESSES COVERED UNDER THE**
 5 **CONTRACT ARE DELIVERED UNDER A MANAGED CARE SYSTEM.**

6 **(5) FOR GROUP CONTRACTS COVERING EMPLOYEES OF ONE OR**
 7 **MORE LARGE EMPLOYERS, THE PROCESSES, STRATEGIES, EVIDENTIARY**
 8 **STANDARDS, OR OTHER FACTORS USED TO MANAGE THE BENEFITS REQUIRED**
 9 **UNDER THIS SECTION MUST BE COMPARABLE AS WRITTEN AND IN OPERATION**
 10 **TO, AND APPLIED NO MORE STRINGENTLY THAN, THE PROCESSES, STRATEGIES,**
 11 **EVIDENTIARY STANDARDS, OR OTHER FACTORS USED TO MANAGE THE**
 12 **BENEFITS FOR PHYSICAL ILLNESSES COVERED UNDER THE CONTRACT.**

13 **[(4) ~~(5)~~ (6)]** Except as specifically provided in this section, benefits for
 14 illnesses covered by this section and the benefits for physical illnesses covered under a
 15 contract or certificate shall have the same terms and conditions.

16 **[(5) ~~(6)~~ (7)]** Except for the coinsurance provisions in subsection
 17 **[(b)(2)(iii)] (B)(2)(IV)** of this section, a contract or certificate that is subject to this
 18 section may not have:

19 (i) Separate lifetime maximums for physical illnesses and
 20 illnesses covered under this section;

21 (ii) Separate deductibles and coinsurance amounts for physical
 22 illnesses and illnesses covered under this section; or

23 (iii) Separate out-of-pocket limits in a benefit period of not more
 24 than 12 months for physical illnesses and illnesses covered under this section.

25 **[(6) ~~(7)~~ (8)]** (i) Subject to subparagraph (ii) of this paragraph, any
 26 copayments required under a contract or certificate for benefits for illnesses covered
 27 under this section shall be:

28 1. Actuarially equivalent to any coinsurance
 29 requirements under this section; or

30 2. Where there are no coinsurance requirements, not
 31 greater than a copayment required for a benefit under the contract or a certificate for
 32 a physical illness.

33 (ii) A health maintenance organization may not charge a
 34 copayment that is greater than 50% of the daily cost for methadone maintenance
 35 treatment.

(d) [Notwithstanding the provisions of subsection (b)(2)(i)1 of this section, until July 1, 1995, a contract or certificate that is subject to this section that offers less than 60 days coverage for inpatient care for health care for physical illness must only include coverage for mental illness, emotional disorders, drug abuse, and alcohol abuse that is at least equal to the benefit offered for those other types of health care. On and after July 1, 1995, the provisions of subsection (b)(2)(i)2 of this section shall apply.

(e) An office visit to a physician or other health care provider for the purpose of medication management may not be counted against the number of visits required to be covered as a part of the benefits required under subsection [(b)(2)(iii)] **(B)(2)(IV)** of this section and shall be reimbursed under the same terms and conditions as an office visit for physical illnesses covered under the contract or certificate.

[(f)] **(E)** Nothing in this section shall be construed to prohibit exceeding the minimum benefits required under subsection (b)(2)(ii) **OR (III)** of this section for any partial hospitalization day that is medically necessary and would serve to prevent inpatient hospitalization.

Article – Insurance

15–802.

(a) (1) In this section the following words have the meanings indicated.

(2) “Alcohol abuse” has the meaning stated in § 8–101 of the Health – General Article.

(3) “Drug abuse” has the meaning stated in § 8–101 of the Health – General Article.

~~(4) “GROUP HEALTH PLAN” MEANS AN EMPLOYER SPONSORED HEALTH BENEFIT PLAN SUBJECT TO THE PROVISIONS OF 29 U.S.C. § 1185A OR 26 U.S.C. § 9812.~~

~~(5)~~ (4) “HEALTH BENEFIT PLAN” HAS THE MEANING STATED IN § 15–1401 OF THIS TITLE.

(5) “LARGE EMPLOYER” MEANS AN EMPLOYER THAT HAS MORE THAN 50 EMPLOYEES AND IS NOT A SMALL EMPLOYER.

[(4)] (6) “Managed care system” means a system of cost containment methods that a carrier uses to review and preauthorize a treatment plan developed by a health care provider for a covered individual in order to control utilization, quality, and claims.

1 **[(5)] (7)** “Partial hospitalization” means the provision of medically
2 directed intensive or intermediate short-term treatment:

- 3 (i) to an insured, subscriber, or member;
- 4 (ii) in a licensed or certified facility or program;
- 5 (iii) for mental illness, emotional disorders, drug abuse, or
6 alcohol abuse; and
- 7 (iv) for a period of less than 24 hours but more than 4 hours in a
8 day.

9 **(8) “SMALL EMPLOYER” HAS THE MEANING STATED IN § 15-1201**
10 **OF THIS TITLE.**

11 (b) This section applies to each health insurance policy or contract that is
12 delivered or issued for delivery in the State to an employer or individual on a group or
13 individual basis and that provides coverage on an expense-incurred basis.

14 (c) A policy or contract subject to this section may not discriminate against
15 an individual with a mental illness, emotional disorder, drug abuse disorder, or alcohol
16 abuse disorder by failing to provide benefits for the diagnosis and treatment of these
17 illnesses under the same terms and conditions that apply under the policy or contract
18 for the diagnosis and treatment of physical illnesses.

19 (d) It is not discriminatory under subsection (c) of this section if at least the
20 following benefits are provided:

21 (1) with respect to inpatient benefits for services provided in a licensed
22 or certified facility, including hospital inpatient benefits, the total number of days for
23 which benefits are payable and the terms and conditions that apply to those benefits
24 are at least equal to those that apply to the benefits available under the policy or
25 contract for physical illnesses;

26 (2) **EXCEPT AS PROVIDED IN ITEM (3) OF THIS SUBSECTION AND**
27 **subject to subsection (g) of this section, with respect to benefits for partial**
28 **hospitalization, at least 60 days of partial hospitalization are covered under the same**
29 **terms and conditions that apply to the benefits available under the policy or contract**
30 **for physical illnesses; [and]**

31 **~~(3) FOR GROUP HEALTH PLANS, WITH RESPECT TO BENEFITS FOR~~**
32 **~~PARTIAL HOSPITALIZATION, THE BENEFITS ARE COVERED UNDER THE SAME~~**
33 **~~TERMS AND CONDITIONS THAT APPLY TO THE BENEFITS AVAILABLE UNDER THE~~**
34 **~~CONTRACT FOR OUTPATIENT HOSPITAL ADMISSIONS FOR PHYSICAL ILLNESS~~**
35 **~~FOR AT LEAST 60 DAYS;~~**

1 **(3) FOR GROUP CONTRACTS COVERING EMPLOYEES OF ONE OR**
 2 **MORE LARGE EMPLOYERS, WITH RESPECT TO BENEFITS FOR PARTIAL**
 3 **HOSPITALIZATION FOR THE TREATMENT OF MENTAL ILLNESS, EMOTIONAL**
 4 **DISORDERS, DRUG ABUSE, AND ALCOHOL ABUSE, THE GREATER OF:**

5 **(I) THE SAME BENEFITS PAYABLE UNDER THE CONTRACT**
 6 **FOR PARTIAL HOSPITALIZATION FOR PHYSICAL ILLNESS; OR**

7 **(II) AT LEAST 60 DAYS OF PARTIAL HOSPITALIZATION**
 8 **COVERED UNDER THE SAME TERMS AND CONDITIONS THAT APPLY TO**
 9 **OUTPATIENT TREATMENT OF PHYSICAL ILLNESSES;**

10 **[(3)] (4) EXCEPT AS PROVIDED IN ITEM (5) OF THIS SUBSECTION,**
 11 with respect to outpatient coverage, other than for inpatient or partial hospitalization
 12 services, benefits for covered expenses arising from services, including psychological
 13 and neuropsychological testing for diagnostic purposes, provided to treat mental
 14 illnesses, emotional disorders, drug abuse, or alcohol abuse are at a rate that, after the
 15 applicable deductible, is not less than:

16 (i) 80% for the first five visits in a calendar year or benefit
 17 period of not more than 12 months;

18 (ii) 65% for the 6th through 30th visit in a calendar year or
 19 benefit period of not more than 12 months; and

20 (iii) 50% for the 31st visit and any subsequent visit in a calendar
 21 year or benefit period of not more than 12 months; AND

22 **(5) FOR GROUP ~~HEALTH PLANS~~ CONTRACTS COVERING**
 23 **EMPLOYEES OF ONE OR MORE LARGE EMPLOYERS, BENEFITS FOR COVERED**
 24 **OUTPATIENT EXPENSES ARISING FROM SERVICES, INCLUDING ALL OFFICE**
 25 **VISITS AND PSYCHOLOGICAL AND NEUROPSYCHOLOGICAL TESTING FOR**
 26 **DIAGNOSTIC PURPOSES, PROVIDED TO TREAT MENTAL ILLNESSES, EMOTIONAL**
 27 **DISORDERS, DRUG ABUSE, OR ALCOHOL ABUSE ARE COVERED UNDER THE SAME**
 28 **TERMS AND CONDITIONS THAT APPLY TO SIMILAR BENEFITS AVAILABLE UNDER**
 29 **THE CONTRACT FOR PHYSICAL ILLNESSES.**

30 (e) (1) The benefits under this section are required only for expenses
 31 arising from the treatment of mental illnesses, emotional disorders, drug abuse, or
 32 alcohol abuse if, in the professional judgment of health care providers:

33 (i) the mental illness, emotional disorder, drug abuse, or
 34 alcohol abuse is treatable; and

35 (ii) the treatment is medically necessary.

1 (2) The benefits required under this section:

2 (i) shall be provided as one set of benefits covering mental
3 illnesses, emotional disorders, drug abuse, and alcohol abuse;

4 (ii) shall have the same terms and conditions as the benefits for
5 physical illnesses covered under the policy or contract subject to this section, except as
6 specifically provided in this section; and

7 (iii) **SUBJECT TO PARAGRAPH (3) OF THIS SUBSECTION**, may
8 be delivered under a managed care system.

9 **(3) FOR GROUP ~~HEALTH PLANS~~ CONTRACTS COVERING**
10 **EMPLOYEES OF ONE OR MORE LARGE EMPLOYERS, THE BENEFITS REQUIRED**
11 **UNDER THIS SECTION MAY BE DELIVERED UNDER A MANAGED CARE SYSTEM**
12 **ONLY IF THE BENEFITS FOR PHYSICAL ILLNESSES COVERED UNDER THE**
13 **CONTRACT ARE DELIVERED UNDER A MANAGED CARE SYSTEM.**

14 **(4) FOR GROUP CONTRACTS COVERING EMPLOYEES OF ONE OR**
15 **MORE LARGE EMPLOYERS, THE PROCESSES, STRATEGIES, EVIDENTIARY**
16 **STANDARDS, OR OTHER FACTORS USED TO MANAGE THE BENEFITS REQUIRED**
17 **UNDER THIS SECTION MUST BE COMPARABLE AS WRITTEN AND IN OPERATION**
18 **TO, AND APPLIED NO MORE STRINGENTLY THAN, THE PROCESSES, STRATEGIES,**
19 **EVIDENTIARY STANDARDS, OR OTHER FACTORS USED TO MANAGE THE**
20 **BENEFITS FOR PHYSICAL ILLNESSES COVERED UNDER THE CONTRACT.**

21 **[(3)] ~~(4)~~ (5)** Except for the coinsurance requirements under subsection
22 **[(d)(3)] (D)(4)** of this section, a policy or contract subject to this section may not have:

23 (i) separate lifetime maximums for physical illnesses and
24 illnesses covered under this section;

25 (ii) separate deductibles and coinsurance amounts for physical
26 illnesses and illnesses covered under this section; or

27 (iii) separate out-of-pocket limits in a benefit period of not more
28 than 12 months for physical illnesses and illnesses covered under this section.

29 **[(4)] ~~(5)~~ (6)** (i) Subject to subparagraph (ii) of this paragraph, any
30 copayments required under a policy or contract subject to this section for benefits for
31 illnesses covered under this section shall be:

32 1. actuarially equivalent to any coinsurance
33 requirements under this section; or

1 2. if there are no coinsurance requirements, not greater
2 than any copayment required under the policy or contract for a benefit for a physical
3 illness.

4 (ii) An insurer or nonprofit health service plan may not charge a
5 copayment that is greater than 50% of the daily cost for methadone maintenance
6 treatment.

7 (f) An office visit to a physician or other health care provider for medication
8 management:

9 (1) may not be counted against the number of visits required to be
10 covered as a part of the benefits required under subsection ~~[(d)(3)]~~ **(D)(4)** of this
11 section; and

12 (2) shall be reimbursed under the same terms and conditions as an
13 office visit for a physical illness covered under the policy or contract subject to this
14 section.

15 (g) This section does not prohibit exceeding the minimum benefits required
16 under subsection (d)(2) **OR (3)** of this section for any partial hospitalization day that is
17 medically necessary and would serve to prevent inpatient hospitalization.

18 15-815.

19 (a) (1) In this section the following words have the meanings indicated.

20 (2) “Mastectomy” means the surgical removal of all or part of a breast
21 [as a result of breast cancer].

22 (3) (i) “Reconstructive breast surgery” means surgery performed as
23 a result of a mastectomy to reestablish symmetry between the two breasts.

24 (ii) “Reconstructive breast surgery” includes augmentation
25 mammoplasty, reduction mammoplasty, and mastopexy.

26 (b) This section applies to CONTRACTS ISSUED BY:

27 (1) insurers and nonprofit health service plans that provide [hospital,
28 medical, or] MEDICAL AND surgical benefits to individuals or groups on an
29 expense-incurred basis under health insurance [policies] CONTRACTS that are issued
30 or delivered in the State; and

31 (2) health maintenance organizations that provide [hospital, medical,
32 or] MEDICAL AND surgical benefits to individuals or groups under contracts that are
33 issued or delivered in the State.

1 (c) [An entity] A CONTRACT subject to this section shall provide coverage
2 for:

3 (1) reconstructive breast surgery, including coverage for all stages of
4 reconstructive breast surgery performed on a nondiseased breast to establish
5 symmetry with the diseased breast when reconstructive breast surgery is performed
6 on the diseased breast; AND

7 (2) PHYSICAL COMPLICATIONS OF ALL STAGES OF MASTECTOMY,
8 INCLUDING LYMPHEDEMAS, IN A MANNER DETERMINED IN CONSULTATION
9 WITH THE ATTENDING PHYSICIAN AND THE PATIENT.

10 SECTION 2. AND BE IT FURTHER ENACTED, That this Act is an emergency
11 measure, is necessary for the immediate preservation of the public health or safety,
12 has been passed by a yea and nay vote supported by three-fifths of all the members
13 elected to each of the two Houses of the General Assembly, and shall take effect from
14 the date it is enacted.

Approved:

Governor.

President of the Senate.

Speaker of the House of Delegates.