

EXHIBIT C

**UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND**

PLANNED PARENTHOOD OF MARYLAND,
INC., *et al.*,

Plaintiffs,

v.

ALEX M. AZAR II, Secretary of the United States
Department of Health and Human Services, in his
official capacity, *et al.*,

Defendants.

Civil Action No. CCB-20-00361

**DECLARATION OF REBECCA BARSON IN SUPPORT OF
PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT**

I, Rebecca Barson, declare and state as follows:

1. I currently reside in Washington, D.C., where I am a self-employed business owner.
2. I am covered by an individual health insurance plan that I purchased through D.C. Health Link, the District of Columbia's state-run health exchange.
3. Since November 2019, I have served as a consumer representative on the D.C. Health Benefit Exchange ("HBX") Standing Advisory Board (the "Advisory Board"). The Advisory Board is tasked with consulting with the D.C. HBX Authority's Executive Board (which governs D.C. Health Link) and providing the Executive Board with recommendations on such things as insurance standards, covered benefits, premiums, plans, technology system development, and other policy or operational issues. In my role on the Advisory Board, I provide

feedback on these topics from the perspective of consumers who, like me, obtain their insurance through D.C. Health Link.

4. My health insurance plan currently includes coverage for abortion services for which federal funding may not be used. I want to maintain an insurance plan that covers these abortion services. I am a female of reproductive age and able to become pregnant, and may use these abortion services if I become pregnant, depending on the circumstances.

5. I understand that the Patient Protection and Affordable Care Act (“ACA”) requires insurers who cover federally excluded abortion services to segregate consumer payments for the premium related to these abortion services from payments for the premium for all other services covered by the insurance plan (the “segregation requirement”). My current insurer satisfies the segregation requirement by providing consumers like me with one bill for the entire monthly premium and allowing consumers to use a single transaction to pay for the entire monthly premium. I also currently receive an annual letter informing me that my plan provides coverage for federally excluded abortion services, and that my monthly premium bill includes a specified amount over \$1 attributable to the federally excluded abortion services covered by my plan.

6. I understand the Centers for Medicare and Medicaid Services (“CMS”) and the Department of Health and Human Services (“HHS”) have issued a new final rule (the “Rule”) interpreting the ACA’s segregation requirement. I understand that if the Rule is permitted to take effect, it will require insurers that offer plans covering federally excluded abortion services on ACA health exchanges to send two separate bills to consumers (one for the portion of the consumer’s premium attributable to the coverage of those abortion services and one for all other services) and instruct consumers to pay their premium in two separate transactions.

7. I am deeply concerned about the devastating effects that the Rule will have on consumers like me, who have and desire to maintain plans that cover federally excluded abortion services.

8. Based on my professional experience and my experience as a consumer representative on the Advisory Board, I know that insurers offering plans on the marketplace are constantly struggling to keep their costs down.

9. It is my understanding that if the Rule takes effect, insurers offering plans that cover federally excluded abortion services will face increased costs as a result of having to comply with the Rule.

10. I am concerned that the costs associated with compliance with the Rule will cause insurers to eliminate abortion coverage from their plans and, as a result, that I and others like me will lose coverage for abortion services from preferred plans, or—even worse—from all plans on the exchange.

11. I do not consider the plans offered on the exchange to be interchangeable. To the contrary, I took pains to do research in advance of selecting my current plan and carefully chose the one that best fits my needs. In fact, I changed plans during the recent open enrollment period because I have been referred to an out-of-state specialist to treat a medical condition that I have, and my previous plan would not have covered such care.

12. If my insurer eliminated coverage for federally excluded abortion services, I would be unlikely to be able to find a new exchange plan sufficient to manage my medical condition and that still covered abortion (if such a plan then exists). Instead, I would be forced to pay out-of-pocket for the cost of an abortion if I needed one, a procedure that I understand would cost hundreds of dollars or more.

13. These costs would be significant for me, and for some consumers, I expect they will be insurmountable. Even consumers who are able to find money to pay for an abortion out-of-pocket may be forced to make tradeoffs in order to do so, forgoing other required expenses for food, housing, or health care (including continued payment of their health insurance premium).

14. Even if my insurer does not decide to eliminate abortion coverage from my plan, I expect that my insurer will be forced to pass at least some of the cost associated with complying with the Rule down to me and other consumers, thereby increasing my monthly premiums.

15. As a small business owner attempting to grow my own business, it is already difficult for me to absorb the natural increase in premiums each year. It will be even more difficult for me to absorb any additional increase in my premiums as a result of the Rule.

16. I also worry that the Rule's requirement that I pay my premium in two separate transactions will increase the risk that I inadvertently fail to pay my monthly premium in full and, as a result, lose my insurance coverage entirely.

17. My pre-existing condition requires me to have and maintain insurance coverage at all times. I currently pay my monthly premium electronically via automatic payment. I have selected automatic payment because I want to ensure a timely and reliable payment for a service where late payment can mean cancellation, and to minimize time spent paying bills.

18. Even now, I take steps to ensure that my single auto-payment for my entire premium goes through each month, especially in December-January during the transition period between insurance plan years, which follow the calendar year.

19. It is my understanding that if the Rule were to take effect, I would have to spend time setting up two separate automatic payments for two separate portions of the premium—the one attributable to coverage for abortion services and the other attributable to coverage for

everything else. Having to rely on two separate auto-payments to pay my premium in full would substantially increase the stress I feel about accidentally losing insurance coverage that, given my health condition, I simply cannot afford to lose. Moreover, D.C. law requires that non-exempt residents have and maintain qualifying health coverage or pay a penalty on their D.C. taxes. If I lose my insurance coverage, I worry that I will be exposed to tax penalties for failure to comply with this law.

20. I understand that the Rule states that insurers may not refuse a consumer's premium payment if the consumer fails to pay her premium in separate installments, and instead uses a single transaction to pay the full cost. That will not ease the burden I will face, as I intend to (as I always do) follow my insurer's payment instructions. I do not want to do anything that might make it more likely the insurance company will lose track of my payments. As described above, I simply cannot risk any interruption in my health insurance coverage. I also do not want to do anything that could require, for example, lengthy calls to my insurance company or other efforts by me to ensure that the company will accept my premium through a single transaction, as I understand it is technically required to do under the Rule.

21. I also understand that if I were to make a single payment for the full premium, I would then receive repeated warnings from the insurer not to do so. I already receive too many email messages, pieces of mail, and phone calls. Receiving additional messages from my insurer telling me to separate my payments into two transactions would take more of my time to review and would be a nuisance to me.

22. For all these reasons, I respectfully ask the Court to prevent the serious harms the Rule would inflict on me and other consumers by holding that the Rule is unlawful and setting it aside.

I declare under penalty of perjury that the foregoing is true and correct. This declaration was executed on February 19, 2020, in Washington, D.C.

Rebecca Barson
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