

Amend printed bill, page 2, strike everything below the enacting clause and substitute the following:

"SECTION 1. Part X of article XX of title X, Colorado Revised Statutes, is amended BY THE ADDITION OF A NEW SECTION to read:

**XXX. Contract head notes and provisions.** (1) ANY CONTRACT BETWEEN A PERSON OR ENTITY WHICH AS PART OF IT'S PRIMARY BUSINESS CONTRACTS WITH A LICENSED HEALTH CARE PROFESSIONAL, AS DEFINED IN SECTION 13-80-102.5, INCLUDE THE HEAD NOTES AND PROVISIONS OUTLINED IN THIS SECTION IN THE ORDER THEY APPEAR HERE.

(2) THESE CONTRACT HEAD NOTES AND PROVISIONS SHALL BE USED IN ALL CONTRACTS ISSUED OR RENEWED ON OR AFTER JANUARY 1, 2007, UNLESS A HEALTH CARE PROFESSIONAL EXERCISES ITS OPTION TO USE A DIFFERENT CONTRACT.

(3) THE CONTRACT PROVISIONS SHALL BE WRITTEN IN SUCH A MANNER AS TO BE EASILY UNDERSTOOD BY AN INDIVIDUAL WITH AVERAGE BUSINESS EXPERIENCE.

(a) NAMES AND ADDRESS OF THE PARTIES;

(b) FACTUAL RECITALS;

(c) TERM OF THE CONTRACT;

i *State the effective date of the agreement and its duration*

ii *Identify the specific products or services under the contract **NOTE: A requirement for the health care professional to contract for all products offered by the entity shall be prohibited. Additions or modifications to the specific products or services covered under the contract must be handled through the provision outlined under (m) of this section.***

(d) TERMINATION PROVISIONS;

i *Must be terminable by either party after ninety days written notice to the other party*

ii *Identify clearly the circumstances for termination for cause*

(e) ORDER OF PRECEDENCE OF DOCUMENTS;

i *Addenda and/or amendments are prohibited from altering the contract without notice according to item (m) of this Section*

(f) SCOPE OF WORK;

i *Identify the products or services covered under this contract*

- ii *Identify all persons or entities responsible to make payment to the health care professional.*
- iii *Identify all persons or entities entitled to enforce the fee or compensation to be charged by the health care professional pursuant to the contract*
- iv *no person or identity shall enforce the terms and conditions of the contract, including it's payment provisions, if not specifically identified*

**Note: The specific details of items i - iv above shall be listed in Addenda A. Additions or modifications to the Scope of Work covered under the contract must be handled through the provision outlined under (m) of this section.**

(g) RESPONSIBILITIES OF ENTITY AND HEALTH CARE PROFESSIONAL;

- i *Must include provisions that comply with all statutory and regulatory provisions regarding contracts with health care professionals*
- ii *Prohibit any provision that interferes with the health care professional's right to determine and set the revenue source ratio of his/her practice*
- iii *Shall include a non-discrimination provision with the following language: The health care professional shall not discriminate or differentiate in the timing, manner or provision of health care products or services because of race, color, ethnic origin, national origin, religion, sex, marital status, sexual orientation, income, disability or age.*
- iv *Shall include a provision identifying the licensure/certification requirements of the health care professionals*

(h) CONSIDERATION OR PAYMENT TERMS;

- i *Payment terms shall be identified clearly and completely in Addenda B, and include the methodology used for calculation of compensation; any methodology, calculation, policy affecting the final, net or actual compensation; the applicable version, any geographic adjustments, conversion factors or unit values.*
- ii *The entity must make its fee schedule in its entirety available upon request at the time of contracting and/or upon request thereafter. **Note: If the fee schedule is proprietary, the entity may require the health care professional to sign a confidentiality agreement before receiving the information.***
- iii *The entity's coding standards and requirements, as well as, any administrative considerations shall be completely identified in Addenda C. **Note: Additions or modifications to the Consideration or Payment Terms under the contract must be handled through the provision outlined under (m) of this section.***

(i) DISPUTE RESOLUTION;

- i *The entity's dispute resolution procedures shall be set forth in Addenda C and allow the health care professional the right to have disputes resolved pursuant to the Uniform Arbitration Act.*
  - ii. *The entity shall establish and maintain a system to process and resolve a grievance by a health care professional toward the entity. Such process shall be set forth in Addenda C.*
  
- (j) NAME, ADDRESS, AND TELEPHONE NUMBER OF PARTIES TO BE NOTIFIED OF A DISPUTE OR AMENDMENT TO THE CONTRACT;
  
- (k) ASSIGNMENT AND SUCCESSORS;
  - i *Prohibit assignment of the contract without notice according to item (m) of this Section*
  
- (l) SEVERABILITY;
  
- (m) ENTIRE UNDERSTANDING AND PROCESS FOR AMENDMENTS;
  - i *Amendments that constitute a material adverse change in the terms of the contract shall only occur in conjunction with the annual anniversary of the effective date of the health care professional's contract; and the entity must provide the health care professional with written notice of such changes at least ninety (90) days prior to each anniversary date, except when a shorter notice period is required to comply with changes in applicable law. Within thirty (30) days thereafter, the parties shall agree to the new terms, if they are unable to come to such agreement the contract shall terminate at the expiration of the sixty (60) days.*
  - ii *The entity must notify the health care professional in writing of amendments for clerical matters, which do not affect substantive rights or payments under the contract at least sixty (60) days prior to the effective date of the change, except when a shorter notice period is required to comply with changes in applicable law.*
  
- (n) ~~CHANGES TO THE SCOPE OF WORK AND LICENSED HEALTH CARE PROVIDER'S RESPONSIBILITIES;~~ ***Handled through provision outlined under (m) of this section.***
  
- (o) SURVIVAL OF THE TERMS;
  - i *Shall prohibit any obligations beyond term of the contract*
  
- (p) CHANGES PURSUANT TO CHANGES IN LAW;
  - i *Must include provisions that comply with all statutory and regulatory provisions regarding contracts with health care professionals*
  
- (q) REMEDIES;
  - i *Must allow for all available statutory and common law remedies*

(r) WAIVER AND ESTOPPEL;

~~(s) ANY OTHER PROVISION AGREED TO BY THE PARTIES; AND~~

**Can be handled through provision outlined under (m) of this section**

(t) SIGNATURE BLOCKS FOR AUTHORIZED PARTIES EXECUTING THE CONTRACT.

(4) IF THE CONTRACT PURSUANT TO SUBSECTION (1) OF THIS SECTION REFERS TO ADDENDA, THE ADDENDA SHALL APPEAR IN THE FOLLOWING ORDER:

(a) IDENTIFY THE PRODUCTS OR SERVICES COVERED UNDER THIS CONTRACT AND ALL PERSONS OR ENTITIES RESPONSIBLE TO MAKE PAYMENT TO THE HEALTH CARE PROFESSIONAL;

(b) A FEE SCHEDULE FOR, COMPENSATION TO BE PAID, THE METHODOLOGY USED FOR CALCULATION OF COMPENSATION; ANY METHODOLOGY, CALCULATION, POLICY AFFECTING THE FINAL, NET OR ACTUAL COMPENSATION; THE APPLICABLE VERSION, ANY GEOGRAPHIC ADJUSTMENTS, CONVERSION FACTORS OR UNIT VALUES;

(c) THE ENTITY'S CODING STANDARDS AND REQUIREMENTS, ANY ADMINISTRATIVE CONSIDERATIONS, THE ENTITY'S DISPUTE RESOLUTION PROCEDURES, AND A CLEARLY DEFINED DESCRIPTION OF THE GRIEVANCE PROCEDURES;

(d) ANY UTILIZATION REVIEW AND QUALITY IMPROVEMENT PROGRAMS SHALL BE CLEARLY DEFINED.

(5) THE ENTITY SHALL NOT DISCRIMINATE OR RETALIATE AGAINST A LICENSED HEALTH CARE PROFESSIONAL FOR REQUIRING THE USE OF THE STANDARD CONTRACT HEAD NOTES AND PROVISIONS PURSUANT TO SUBSECTION (1) OF THIS SECTION OR FOR ASSERTING OR ENFORCING THE RIGHTS AND OBLIGATIONS LEGALLY PROVIDED UNDER A FULLY EXECUTED CONTRACT BETWEEN THE ENTITY AND THE LICENSED HEALTH CARE PROFESSIONAL. DISCRIMINATION SHALL INCLUDE, BUT NOT BE LIMITED TO, OFFERING OR PROVIDING ANY FINANCIAL OR OTHER BENEFIT FOR NOT USING THE CONTRACT HEAD NOTES AND PROVISIONS.

(6) THE ENTITY SHALL NOT REQUIRE A LICENSED HEALTH CARE PROFESSIONAL TO WAIVE ANY PROVISION OF STATE OR FEDERAL LAW UNDER A CONTRACT.

(7) CONTRACTS MAY BE MODIFIED TO THE EXTENT NECESSARY TO COMPLY WITH STANDARDS SET FORTH IN STATE AND/OR FEDERALLY FUNDED PROGRAM REQUIREMENTS. **(The intent is to exempt Medicaid and Workers' Compensation)**

(8) NOTHING SHALL PROHIBIT THE USE OR DISCLOSURE OF THE CONTRACT FOR PURPOSES OF ENSURING COMPLIANCE WITH THE PROVISIONS OF THIS STATUTE.

(9) NOTWITHSTANDING ANY PROVISION OF THIS SECTION TO THE CONTRARY, THIS SECTION SHALL NOT APPLY TO EMPLOYMENT CONTRACTS OR ARRANGEMENTS BETWEEN AN INDIVIDUAL HEALTH CARE PROFESSIONAL AND OTHER HEALTH CARE PROFESSIONALS OR BETWEEN AN INDIVIDUAL HEALTH CARE PROFESSIONAL AND A BUSINESS ENTITY CONSISTING OF HEALTH CARE PROVIDERS.

**SECTION 2. Effective date.** This act shall take effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly that is allowed for submitting a referendum petition pursuant to article V, section 1 (3) of the state constitution (August 9, 2006, if adjournment sine die is on May 10, 2006); except that, if a referendum petition is filed against this act or an item, section, or part of this act within such period, then the act, item, section, or part, if approved by the people, shall take effect on the date of the official declaration of the vote thereon by proclamation of the governor.