

**Second Regular Session  
Sixty-fifth General Assembly  
STATE OF COLORADO**

**REVISED**

*This Version Includes All Amendments Adopted  
on Second Reading in the Second House*

LLS NO. 06-0856.02 Kristen Forrestal

**SENATE BILL 06-198**

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**SENATE SPONSORSHIP**

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**Senate Committees**

Health and Human Services

**House Committees**

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**A BILL FOR AN ACT**

101 **CONCERNING CONTRACTUAL AGREEMENTS WITH HEALTH CARE**  
102 **PROVIDERS TO PROVIDE HEALTH CARE SERVICES.**

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**Bill Summary**

*(Note: This summary applies to this bill as introduced and does not necessarily reflect any amendments that may be subsequently adopted.)*

Requires any person or entity contracting with a health care provider on or after January 1, 2008, to use a standard form contract (contract) as directed by the commissioner of insurance (commissioner). Creates an advisory panel, whose members shall be appointed by the speaker of the house of representatives, the president of the senate, and the governor, to advise the commissioner regarding the adoption of a contract. Requires the commissioner to adopt the standard contract by

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.

*Capital letters indicate new material to be added to existing statute.*

*Dashes through the words indicate deletions from existing statute.*

HOUSE  
Amended 2nd Reading  
May 3, 2006

SENATE  
3rd Reading Unamended  
April 13, 2006

SENATE  
Amended 2nd Reading  
April 12, 2006

July 1, 2007. Specifies certain terms to be included in the contract. Allows a health care provider to choose an alternative to the standard contract. Prohibits retaliation or discrimination against a health care provider who chooses not to use the standard contract, and makes such retaliation or discrimination a violation of the "Unfair Practices Act".

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1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** Title 6, Colorado Revised Statutes, is amended BY  
3 THE ADDITION OF A NEW ARTICLE to read:

4 **ARTICLE 21**

5 **Contracts With Health Care Providers**

6 **6-21-101. Health care contracts - required provisions -**  
7 **definitions.** (1) ON AND AFTER JANUARY 1, 2007, A PERSON OR ENTITY  
8 THAT CONTRACTS WITH A HEALTH CARE PROVIDER SHALL COMPLY WITH  
9 THE PROVISIONS OF THIS SECTION AND SHALL INCLUDE THE PROVISIONS  
10 REQUIRED BY THIS SECTION IN THE CONTRACT. A CONTRACT IN EXISTENCE  
11 PRIOR TO JANUARY 1, 2007, THAT IS RENEWED OR RENEWS BY ITS TERMS  
12 SHALL COMPLY WITH THE PROVISIONS OF THIS SECTION NO LATER THAN  
13 DECEMBER 31, 2007.

14 (2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE  
15 REQUIRES:

16 (a) "EDIT" MEANS A PRACTICE OR PROCEDURE TO WHICH ONE OR  
17 MORE ADJUSTMENTS ARE MADE TO PROCEDURE CODES BILLED ON A CLAIM,  
18 INCLUDING THE AMERICAN MEDICAL ASSOCIATION'S CURRENT  
19 PROCEDURAL TERMINOLOGY CODE, ALSO KNOWN AS A CPT CODE, AND  
20 THE CENTERS FOR MEDICARE AND MEDICAID SERVICES HEALTH CARE  
21 COMMON PROCEDURE CODING SYSTEM, ALSO KNOWN AS HCPCS, FOR  
22 PAYMENT OR THAT RESULTS IN:

23 (I) PAYMENT FOR SOME, BUT NOT ALL, OF THE CODES;

1 (II) PAYMENT FOR A DIFFERENT CODE; OR

2 (III) A REDUCED PAYMENT AS A RESULT OF SERVICES PROVIDED  
3 TO A PATIENT THAT ARE CLAIMED UNDER MORE THAN ONE CODE ON THE  
4 SAME SERVICE DATE.

5 (b) "HEALTH CARE CONTRACT" MEANS A CONTRACT ENTERED INTO  
6 OR RENEWED BETWEEN A PERSON OR ENTITY AND A HEALTH CARE  
7 PROVIDER FOR THE DELIVERY OF HEALTH CARE SERVICES TO OTHERS.

8 (c) "HEALTH CARE PROVIDER" MEANS A PERSON LICENSED OR  
9 CERTIFIED IN THIS STATE TO PRACTICE MEDICINE, PHARMACY,  
10 CHIROPRACTIC, NURSING, PHYSICAL THERAPY, PODIATRY, DENTISTRY,  
11 OPTOMETRY, OCCUPATIONAL THERAPY, OR OTHER HEALING ARTS.  
12 "HEALTH CARE PROVIDER" ALSO MEANS AN AMBULATORY SURGICAL  
13 CENTER, A LICENSED PHARMACY OR PROVIDER OF PHARMACY SERVICES,  
14 A PROFESSIONAL CORPORATION, OR OTHER CORPORATE ENTITY COMPRISED  
15 OF LICENSED HEALTH CARE PROVIDERS AS PERMITTED BY THE LAWS OF  
16 THIS STATE.

17 (d) "MATERIAL CHANGE" MEANS A CHANGE THAT DECREASES THE  
18 HEALTH CARE PROVIDER'S PAYMENT OR COMPENSATION, CHANGES THE  
19 ADMINISTRATIVE PROCEDURES IN A WAY THAT MAY REASONABLY BE  
20 EXPECTED TO SIGNIFICANTLY INCREASE THE PROVIDERS'S ADMINISTRATIVE  
21 EXPENSE, OR ADDS A NEW PRODUCT LINE.

22 (e) "PERSON OR ENTITY" MEANS A PERSON OR ENTITY THAT HAS A  
23 PRIMARY BUSINESS PURPOSE OF CONTRACTING WITH HEALTH CARE  
24 PROVIDERS FOR THE DELIVERY OF HEALTH CARE SERVICES.

25 (f) "PRODUCT" MEANS A PRODUCT LINE FOR HEALTH SERVICES,  
26 INCLUDING, BUT NOT LIMITED TO A PREFERRED PROVIDER ORGANIZATION  
27 OR HEALTH MAINTENANCE ORGANIZATION PRODUCT OR A MEDICARE,

1 MEDICAID, OR WORKERS' COMPENSATION PRODUCT AS ESTABLISHED BY A  
2 PERSON OR ENTITY AND FOR WHICH THE HEALTH CARE PROVIDER MAY BE  
3 OBLIGATED TO PROVIDE SERVICES PURSUANT TO A CONTRACT.

4 (3) (a) EACH CONTRACT SHALL HAVE A SUMMARY DISCLOSURE  
5 FORM DISCLOSING IN PLAIN LANGUAGE THE FOLLOWING INFORMATION:

6 (I) THE COMPENSATION AND PAYMENT TERMS;

7 (II) ANY PRODUCT FOR WHICH THE HEALTH CARE PROVIDER IS TO  
8 PROVIDE SERVICE;

9 (III) THE TERM OF THE CONTRACT AND HOW THE CONTRACT MAY  
10 BE TERMINATED;

11 (IV) THE IDENTITY OF THE PERSON OR ENTITY RESPONSIBLE FOR  
12 THE PROCESSING OF THE PROVIDER'S COMPENSATION OR PAYMENT;

13 (V) ANY INTERNAL MECHANISM PROVIDED BY THE PERSON OR  
14 ENTITY TO RESOLVE DISPUTES CONCERNING THE INTERPRETATION OR  
15 APPLICATION OF THE TERMS OR CONDITIONS OF THE CONTRACT;

16 (VI) THE RESPONSIBILITY OF THE HEALTH CARE PROVIDER TO NOT  
17 DISCRIMINATE OR DIFFERENTIATE IN THE TIMING, MANNER, OR PROVISION  
18 OF HEALTH CARE PRODUCTS OR SERVICES BECAUSE OF A PERSON'S RACE,  
19 COLOR, ETHNICITY, NATIONAL ORIGIN, RELIGION, SEX, MARITAL STATUS,  
20 SEXUAL ORIENTATION, INCOME, DISABILITY, OR AGE;

21 (VII) ANY PROVISIONS FOR THE AMENDMENT OF THE CONTRACT;

22 AND

23 (VIII) THE ORDER OF ADDENDA, IF ANY, TO THE CONTRACT.

24 (b) IF THE CONTRACT PROVIDES FOR TERMINATION FOR CAUSE BY  
25 EITHER PARTY, THE CONTRACT SHALL STATE THE REASONS THAT MAY BE  
26 USED FOR TERMINATION FOR CAUSE, WHICH TERMS SHALL NOT BE  
27 UNREASONABLE, AND THE CONTRACT SHALL STATE THE TIME BY WHICH

1 NOTICE OF TERMINATION FOR CAUSE SHALL BE PROVIDED AND TO WHOM  
2 THE NOTICE SHALL BE GIVEN.

3 (c) THE PERSON OR ENTITY SHALL IDENTIFY ANY UTILIZATION  
4 MANAGEMENT, QUALITY IMPROVEMENT, OR A SIMILAR PROGRAM THE  
5 PERSON OR ENTITY USES TO REVIEW, MONITOR, EVALUATE, OR ASSESS THE  
6 SERVICES PROVIDED PURSUANT TO A CONTRACT SUBJECT TO THIS SECTION.  
7 THE POLICIES, PROCEDURES, OR GUIDELINES OF SUCH PROGRAM  
8 APPLICABLE TO A PROVIDER SHALL BE DISCLOSED UPON REQUEST OF THE  
9 HEALTH CARE PROVIDER WITHIN FOURTEEN DAYS AFTER THE DATE OF THE  
10 REQUEST.

11 (4) (a) THE DISCLOSURE OF PAYMENT AND COMPENSATION TERMS  
12 PURSUANT TO SUBSECTION (3) OF THIS SECTION SHALL INCLUDE  
13 INFORMATION SUFFICIENT FOR THE HEALTH CARE PROVIDER TO DETERMINE  
14 THE COMPENSATION OR PAYMENT FOR THE HEALTH CARE SERVICES, AND  
15 SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:

16 (I) THE MANNER OF PAYMENT, SUCH AS FEE-FOR-SERVICE,  
17 CAPITATION, OR RISK.

18 (II) THE FEE SCHEDULE OF CODES REASONABLY EXPECTED TO BE  
19 BILLED BY A PROVIDER'S SPECIALTY FOR SERVICE PROVIDED PURSUANT TO  
20 THE CONTRACT, INCLUDING, AS MAY BE APPLICABLE, SERVICE OR  
21 PROCEDURE CODES SUCH AS CURRENT PROCEDURAL TERMINOLOGY CODES  
22 OR HEALTHCARE COMMON PROCEDURE CODING SYSTEM CODES AND THE  
23 ASSOCIATED PAYMENT OR COMPENSATION FOR EACH SERVICE CODE. A  
24 FEE SCHEDULE MAY BE PROVIDED ELECTRONICALLY. UPON REQUEST, A  
25 PERSON OR ENTITY SHALL PROVIDE A HEALTH CARE PROVIDER WITH THE  
26 FEE SCHEDULE FOR ANY OTHER CODES REQUESTED AND A WRITTEN FEE  
27 SCHEDULE, WHICH SHALL NOT BE REQUIRED MORE FREQUENTLY THAN

1 TWICE PER YEAR EXCLUDING WHEN IT IS PROVIDED IN CONNECTION WITH  
2 ANY CHANGE TO THE SCHEDULE. THE PERSON OR ENTITY SHALL ALSO  
3 STATE THE EFFECT, IF ANY, ON PAYMENT OR COMPENSATION IF MORE THAN  
4 ONE PROCEDURE CODE APPLIES TO THE SERVICE. A PERSON OR ENTITY  
5 MAY SATISFY THIS REQUIREMENT BY PROVIDING A CLEARLY  
6 UNDERSTANDABLE, READILY AVAILABLE MECHANISM, SUCH AS THROUGH  
7 A WEBSITE, THAT ALLOWS A HEALTH CARE PROVIDER TO DETERMINE THE  
8 EFFECT OF SERVICE CODES ON PAYMENT OR COMPENSATION BEFORE  
9 SERVICE IS PROVIDED OR A CLAIM IS SUBMITTED.

10 (III) THE METHODOLOGY USED TO CALCULATE ANY FEE SCHEDULE,  
11 SUCH AS RELATIVE VALUE UNIT SYSTEM AND CONVERSION FACTOR,  
12 PERCENTAGE OF MEDICARE PAYMENT SYSTEM, OR PERCENTAGE OF BILLED  
13 CHARGES. AS APPLICABLE, THE METHODOLOGY DISCLOSURE SHALL  
14 INCLUDE THE NAME OF ANY RELATIVE VALUE SYSTEM, ITS VERSION,  
15 EDITION, OR PUBLICATION DATE, ANY APPLICABLE CONVERSION OR  
16 GEOGRAPHIC FACTOR, AND ANY DATE BY WHICH COMPENSATION OR FEE  
17 SCHEDULES MAY BE CHANGED BY SUCH METHODOLOGY AS ANTICIPATED  
18 AT THE TIME OF CONTRACTING.

19 (IV) THE IDENTITY OF ANY INTERNAL PROCESSING EDITS USED BY  
20 THE PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, THE PUBLISHER,  
21 PRODUCT NAME, VERSION, AND VERSION UPDATE OF ANY EDITING  
22 SOFTWARE USED BY THE PERSON OR ENTITY.

23 (b) NOTWITHSTANDING ANYTHING IN THIS SUBSECTION (4) TO THE  
24 CONTRARY, DISCLOSURE OF A FEE SCHEDULE IS NOT REQUIRED FROM A  
25 PERSON OR ENTITY IF THE FEE SCHEDULE IS FOR A PLAN FOR DENTAL  
26 SERVICES, ITS PROVIDERS INCLUDE LICENSED DENTISTS, THE FEE SCHEDULE  
27 IS BASED UPON FEES FILED WITH THE PERSON OR ENTITY BY DENTAL

1 PROVIDERS, AND THE FEE SCHEDULE IS REVISED FROM TIME TO TIME BASED  
2 UPON SUCH FILINGS. SPECIFIC NUMERICAL PARAMETERS ARE NOT  
3 REQUIRED TO BE DISCLOSED.

4 (5) WHEN A PROPOSED CONTRACT IS PRESENTED BY A PERSON OR  
5 ENTITY FOR CONSIDERATION BY A HEALTH CARE PROVIDER, THE PERSON  
6 OR ENTITY MUST PROVIDE IN WRITING OR MAKE REASONABLY AVAILABLE  
7 THE INFORMATION REQUIRED IN SUBSECTION (4) OF THIS SECTION. IF THE  
8 INFORMATION IS NOT DISCLOSED IN WRITING, IT SHALL BE DISCLOSED IN A  
9 MANNER THAT ALLOWS THE HEALTH CARE PROVIDER TO EVALUATE THE  
10 PROVIDER'S PAYMENT OR COMPENSATION FOR SERVICES UNDER THE  
11 CONTRACT. AFTER THE CONTRACT IS EXECUTED, DISCLOSURE OF THE  
12 INFORMATION REQUIRED BY SUBSECTION (4) OF THIS SECTION SHALL BE  
13 MADE AVAILABLE UPON REQUEST BY THE HEALTH CARE PROVIDER. SUCH  
14 INFORMATION NEED NOT BE MADE AVAILABLE IN WRITTEN FORMAT MORE  
15 THAN TWICE A YEAR.

16 (6) (a) A MATERIAL CHANGE TO A CONTRACT SHALL OCCUR ONLY  
17 IF A DESCRIPTION OF THE NATURE OF THE CHANGE AND THIRTY DAYS  
18 WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF THE CHANGE ARE GIVEN  
19 TO THE OTHER PARTY.

20 (b) A MATERIAL CHANGE SHALL BE EFFECTIVE UNLESS, WITHIN  
21 THIRTY DAYS AFTER THE EFFECTIVE DATE OF THE CHANGE, THE PROVIDER  
22 OBJECTS IN WRITING TO THE CHANGE.

23 (c) IF, WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF A  
24 CONTRACT CHANGE NO RESOLUTION OF THE OBJECTION OCCURS, EITHER  
25 PARTY TO THE CONTRACT MAY TERMINATE THE CONTRACT.

26 (d) IF A CHANGE TO THE CONTRACT IS ADMINISTRATIVE ONLY AND  
27 IS NOT A MATERIAL CHANGE, THE CHANGE SHALL BE EFFECTIVE UPON

1 FIFTEEN DAYS NOTICE TO THE PROVIDER.

2 (e) THE PROVISIONS OF THIS SUBSECTION (6) DO NOT APPLY IF THE  
3 HEALTH CARE PROVIDER'S PAYMENT OR COMPENSATION IS BASED ON THE  
4 CURRENT MEDICARE PHYSICIAN FEE SCHEDULE FINAL RULE AS PUBLISHED  
5 ANNUALLY IN THE FEDERAL REGISTER AND THE CHANGE IN PAYMENT OR  
6 COMPENSATION RESULTS SOLELY FROM A CHANGE IN THE MEDICARE  
7 PHYSICIAN FEE SCHEDULE.

8 (7) A PERSON OR ENTITY SHALL NOT REQUIRE AS A CONDITION OF  
9 CONTRACTING THAT A PROVIDER PROVIDE SERVICES UNDER MORE THAN  
10 ONE PRODUCT OFFERED BY THE PERSON OR ENTITY.

11 (8) A PERSON OR ENTITY EXECUTING A CONTRACT TO WHICH THIS  
12 SECTION APPLIES SHALL NOT SELL, RENT, OR GIVE ITS PROVIDER NETWORK  
13 INFORMATION TO ANY OTHER PERSON, EXCEPT FOR THE PURPOSE OF  
14 PROVIDING CLAIMS PROCESSING FOR THE PERSON OR ENTITY. A PERSON OR  
15 ENTITY, OTHER THAN THE PERSON OR ENTITY THAT EXECUTES A CONTRACT  
16 TO WHICH THIS SECTION APPLIES, SHALL NOT ENFORCE AGAINST THE  
17 HEALTH CARE PROVIDER THE PAYMENT OR COMPENSATION TERMS OF THE  
18 CONTRACT UNLESS THE OTHER PERSON OR ENTITY IS CONTRACTUALLY  
19 BOUND TO ALL TERMS AND CONDITIONS OF THE CONTRACT EXECUTED BY  
20 THE PROVIDER AND:

21 (a) THE OTHER PERSON OR ENTITY IS CLEARLY IDENTIFIED IN THE  
22 CONTRACT EXECUTED BY THE PROVIDER; OR

23 (b) BEFORE HEALTH CARE SERVICES ARE PROVIDED, THE  
24 CONTRACT IS AMENDED BY A WRITING IN WHICH THE HEALTH CARE  
25 PROVIDER AGREES TO PROVIDE HEALTH CARE SERVICES FOR THE PAYMENT  
26 OR COMPENSATION DESCRIBED IN THE CONTRACT TO BE PAID BY THE  
27 OTHER PERSON OR ENTITY.

1 (9) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (6) OF  
2 THIS SECTION, A CONTRACT SUBJECT TO THIS SECTION MAY BE MODIFIED,  
3 WITHOUT THE NEED FOR AMENDMENT, BY OPERATION OF LAW AS  
4 REQUIRED BY ANY APPLICABLE STATE OR FEDERAL LAW OR REGULATION.  
5 NOTHING IN THIS SECTION SHALL BE CONSTRUED TO REQUIRE THE  
6 RENEGOTIATION OF A CONTRACT IN EXISTENCE BEFORE THE APPLICABLE  
7 COMPLIANCE DATE IN THIS SECTION.

8 (10) NOTWITHSTANDING THE PROVISIONS OF SUBSECTION (11) OF  
9 THIS SECTION, NOTHING IN THIS SECTION SHALL PROHIBIT A PERSON OR  
10 ENTITY OR A HEALTH CARE PROVIDER FROM INCLUDING IN A CONTRACT AN  
11 AGREEMENT FOR BINDING ARBITRATION.

12 (11) A PERSON OR ENTITY SHALL NOT REQUIRE AS A CONDITION OF  
13 CONTRACTING THAT A HEALTH CARE PROVIDER WAIVE OR FOREGO ANY  
14 RIGHT OR BENEFIT TO WHICH THE HEALTH CARE PROVIDER MAY BE  
15 ENTITLED UNDER STATE OR FEDERAL LAW.

16 (12) A CONTRACT SUBJECT TO THIS SECTION SHALL NOT INTERFERE  
17 WITH A HEALTH CARE PROVIDER'S RIGHT TO SET THE HEALTH CARE  
18 PROVIDER'S PAYOR-MIX RATIO IN THE HEALTH CARE PROVIDER'S  
19 PRACTICE.

20 (13) A TERM FOR COMPENSATION OR PAYMENT SHALL NOT  
21 SURVIVE THE TERMINATION OF A CONTRACT, EXCEPT WITH THE  
22 AGREEMENT OF THE HEALTH CARE PROVIDER OR FOR A CONTINUATION OF  
23 COVERAGE REQUIRED BY LAW.

24 (14) A CONTRACT SHALL NOT PRECLUDE ITS USE OR DISCLOSURE  
25 FOR THE PURPOSE OF ENFORCING THE PROVISIONS OF THIS SECTION OR  
26 OTHER STATE OR FEDERAL LAW.

27 (15) EACH CONTRACT SHALL PROVIDE THAT THE PERSON OR

1 ENTITY AND THE HEALTH CARE PROVIDER SHALL HAVE NO LESS THAN  
2 NINETY DAYS AFTER WRITTEN NOTICE TO THE OTHER PARTY TO  
3 TERMINATE THE CONTRACT WITHOUT CAUSE.

4 (16) THIS SECTION SHALL NOT APPLY TO:

5 (a) AN ORGANIZATION THAT EXCLUSIVELY CONTRACTS WITH A  
6 SINGLE MEDICAL GROUP IN A SPECIFIC GEOGRAPHIC AREA TO PROVIDE OR  
7 ARRANGE FOR HEALTH CARE SERVICES;

8 (b) AN EMPLOYMENT CONTRACT OR ARRANGEMENT BETWEEN AN  
9 INDIVIDUAL PROVIDER OR A CORPORATE ENTITY CONSISTING OF HEALTH  
10 CARE PROVIDERS AND ANOTHER HEALTH CARE PROVIDER;

11 (c) A CONTRACT OR ARRANGEMENT ENTERED INTO BY A HOSPITAL  
12 OR HEALTH CARE FACILITY THAT IS LICENSED OR CERTIFIED PURSUANT TO  
13 SECTION 25-3-101, C.R.S.

14 (d) A CONTRACT FOR HEALTH CARE SERVICES THROUGH A  
15 PROGRAM FOR WORKERS' COMPENSATION, MEDICAID OR MEDICARE  
16 PROGRAM, THE CHILDREN'S BASIC HEALTH PLAN PROVIDED FOR IN ARTICLE  
17 19 OF TITLE 26, C.R.S., OR THE COLORADO INDIGENT CARE PROGRAM  
18 CREATED IN PART 1 OF ARTICLE 15 OF TITLE 26, C.R.S; OR

19 (e) CONTRACTS BETWEEN A PERSON OR ENTITY FOR PHARMACY  
20 BENEFIT MANAGEMENT, SUCH AS WITH A PHARMACY BENEFIT  
21 MANAGEMENT FIRM AS DEFINED IN SECTION 10-16-102 (29.5), C.R.S. THIS  
22 EXCLUSION SHALL NOT INCLUDE A CONTRACT FOR HEALTH CARE SERVICES  
23 BETWEEN A PERSON OR ENTITY AND A PHARMACY, A PHARMACIST, OR A  
24 PROFESSIONAL CORPORATION OR CORPORATE ENTITY COMPRISED OF  
25 PHARMACIES OR PHARMACISTS AS PERMITTED BY THE LAWS OF THIS STATE.

26 (17) NOTWITHSTANDING THE APPLICABLE COMPLIANCE DATE  
27 REQUIREMENT IN SUBSECTION (1) OF THIS SECTION, A HEALTH

1 MAINTENANCE ORGANIZATION HAVING FEWER THAN FIFTEEN THOUSAND  
2 ENROLLEES SHALL COMPLY WITH THE PROVISIONS OF THIS SECTION WITHIN  
3 TWELVE MONTHS AFTER THE APPLICABLE COMPLIANCE DATE.

4 (18) A CONTRACT SHALL NOT LIMIT A HEALTH CARE PROVIDER'S  
5 REMEDIES AT LAW OR EQUITY OR FOR A BREACH OF CONTRACT AND  
6 NOTHING SHALL PROHIBIT THE ENFORCEMENT OF THE PROVISIONS OF THIS  
7 SECTION IN A COURT OF GENERAL JURISDICTION IN THIS STATE. IF A  
8 HEALTH CARE PROVIDER PREVAILS IN ANY CIVIL ACTION OR ARBITRATION  
9 WHICH, IN WHOLE OR IN PART, SEEKS TO ENFORCE THE PROVISIONS OF THIS  
10 SECTION, THE DAMAGES AWARDED TO THE HEALTH CARE PROVIDER SHALL  
11 BE LIMITED TO THE REASONABLE ATTORNEY FEES AND COSTS RELATED TO  
12 ENFORCEMENT AND SHALL BE AWARDED TO THE HEALTH CARE PROVIDER.  
13 NO REMEDIES PROVIDED FOR IN THIS TITLE OR ANY OTHER SECTION OF LAW  
14 SHALL APPLY TO THIS SECTION.

15 **SECTION 2. Effective date.** This act shall take effect at 12:01  
16 a.m. on the day following the expiration of the ninety-day period after  
17 final adjournment of the general assembly that is allowed for submitting  
18 a referendum petition pursuant to article V, section 1 (3) of the state  
19 constitution (August 9, 2006, if adjournment sine die is on May 10,  
20 2006); except that, if a referendum petition is filed against this act or an  
21 item, section, or part of this act within such period, then the act, item,  
22 section, or part, if approved by the people, shall take effect on the date of  
23 the official declaration of the vote thereon by proclamation of the  
24 governor.