First Regular Session
Seventy-fourth General Assembly
STATE OF COLORADO

PREAMENDED

This Unofficial Version Includes Committee Amendments Not Yet Adopted on Second Reading

LLS NO. 23-0468.03 Brita Darling x2241

SENATE BILL 23-298

SENATE SPONSORSHIP

Gardner and Roberts,

HOUSE SPONSORSHIP

McCormick and Bockenfeld,

Senate Committees
Health & Human Services
Appropriations

House Committees

A BILL FOR AN ACT

101 **CONCERNING ALLOWING CERTAIN PUBLIC HOSPITALS TO IMPROVE**
102 **ACCESS TO HEALTH CARE THROUGH COLLABORATION.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at http://leg.colorado.gov.)

The bill permits a hospital that has fewer than 50 beds and is a county public hospital, a hospital formed by a health service district, or a hospital affiliated with either such hospital (hospital) to enter into collaborative agreements to engage in activities that may be characterized as anticompetitive or result in displacement of competition, such as agreements to provide ancillary or specialty services, joint purchasing,

shared services, consulting, and collaboration efforts with payers.

The bill exempts collaborating hospitals from state antitrust laws and provides immunity from federal antitrust laws under the state action doctrine for approved collaborative activity.

Prior to entering into a collaborative agreement, the hospitals must submit the proposed collaborative agreement (proposal) to the department of health care policy and financing (department) and to the attorney general. If the department determines that the collaborative agreement will result in cost savings or other efficiencies that will improve or expand the delivery of health-care services in rural and frontier communities, the department must refer the proposal to the attorney general.

The attorney general must review each proposal that is referred by the department and determine, within a specified time, that the benefits are not outweighed by any anticompetitive harm that may result from the agreement. The department or the attorney general may request additional information concerning a proposal within 60 days after its original submission. If additional information is requested, the department and attorney general have an additional 45 days to review the proposal.

If the department and the attorney general make a favorable determination, the proposal is approved and the hospitals may enter into a collaborative agreement. If neither the department nor the attorney general respond within the time frames set forth in the bill, the collaborative proposal is deemed approved.

The department or the attorney general may review a collaborative agreement annually to ensure the outcomes related to the collaborative agreement are consistent with statute.

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

2 **SECTION 1.** In Colorado Revised Statutes, **add** part 9 to article
3 1 of title 25.5 as follows:

4 PART 9

5 HOSPITAL COLLABORATION AGREEMENTS

6 **25.5-1-901. Hospital collaborative agreements - reviews of**
7 **proposed collaborative agreements - immunity - legislative**
8 **declaration - definitions - rules.** (1) THE GENERAL ASSEMBLY FINDS AND
9 DECLARES THAT:

1 (a) (I) FRONTIER AND RURAL HOSPITALS CONTINUE TO STRUGGLE
2 TO DELIVER HIGH-QUALITY, ACCESSIBLE, LOW-COST CARE DUE TO THE
3 RISING COSTS OF MEDICATIONS, SUPPLIES, MEDICAL EQUIPMENT, AND
4 CONTRACT LABOR;
5 (II) FRONTIER AND RURAL HOSPITALS ARE LARGELY INDEPENDENT,
6 GOVERNMENTAL FACILITIES THAT ARE GOVERNED BY LOCAL COMMUNITY
7 BOARDS;
8 (III) FRONTIER AND RURAL HOSPITALS ARE GENERALLY
9 SEPARATED BY LARGE DISTANCES AND ARE CHALLENGED BY THE NEED TO
10 PROVIDE ESSENTIAL SERVICES TO LOCAL COMMUNITIES DUE TO THE
11 SPARSE POPULATION IN RURAL AREAS;
12 (IV) FRONTIER AND RURAL HOSPITALS ARE INCREASINGLY
13 CHALLENGED BY COMPLEX REQUIREMENTS IMPOSED BY GOVERNMENT AND
14 PRIVATE PAYERS THAT DISPROPORTIONATELY NEGATIVELY IMPACT THESE
15 PROVIDERS AND UNNECESSARILY DRIVE-UP ADMINISTRATIVE COSTS; AND
16
17 (V) IN CASES WHERE BOTH THE DEPARTMENT OF HEALTH CARE
18 POLICY AND FINANCING AND THE ATTORNEY GENERAL APPROVE
19 COLLABORATIVE ARRANGEMENTS, IT IS THE GENERAL ASSEMBLY'S INTENT
20 TO PROVIDE PROTECTION TO FRONTIER AND RURAL HOSPITALS FROM
21 CERTAIN ANTITRUST SCRUTINY THAT IMPEDES FRONTIER AND RURAL
22 HOSPITALS FROM WORKING COLLABORATIVELY TO IMPROVE QUALITY,
23 INCREASE ACCESS, AND REDUCE COSTS OF CARE TO THE COMMUNITIES
24 THEY SERVE;
25 (b) (I) FORTY-SEVEN OF COLORADO'S SIXTY-FOUR COUNTIES
26 INCLUDE RURAL AND FRONTIER COMMUNITIES YET CONTAIN ONLY TWELVE
27 PERCENT OF COLORADO'S POPULATION;
28 (II) THIRTY-TWO COUNTIES ARE SERVED BY CRITICAL ACCESS

1 HOSPITALS THAT HAVE TWENTY-FIVE OR FEWER BEDS AND ARE
2 GENERALLY LOCATED MORE THAN THIRTY-FIVE MILES FROM THE NEXT
3 CLOSEST HOSPITAL; ELEVEN COUNTIES LACK ANY HOSPITAL;
4 (III) THE SCARCITY OF NEARBY HOSPITALS CAUSES MANY
5 RESIDENTS TO STRUGGLE TO FIND QUALITY, AFFORDABLE HEALTH CARE
6 NEAR THEIR HOMES;
7 (IV) FURTHER, MANY RESIDENTS IN COLORADO'S RURAL AND
8 FRONTIER COMMUNITIES FOREGO PREVENTIVE AND BEHAVIORAL HEALTH
9 CARE AND LACK COMPREHENSIVE OR SPECIALIZED CARE OR CHOICE IN
10 HEALTH-CARE SERVICES, AND TWENTY-FOUR COUNTIES IN COLORADO ARE
11 CONSIDERED MATERNAL CARE "DESERTS";
12 (V) WHERE HOSPITALS DO EXIST IN RURAL AND FRONTIER AREAS,
13 THOSE HOSPITALS RECEIVE LOW REIMBURSEMENT RATES DUE TO A
14 PREPONDERANCE OF GOVERNMENT PAYERS AND DECLINING LOCAL TAX
15 DOLLARS, WHICH RESULTS IN A REDUCED AMOUNT OF MONEY AVAILABLE
16 TO INVEST IN EXPANDING OR UPGRADING FACILITIES OR TO PURCHASE
17 NECESSARY, NEW, OR INNOVATIVE MEDICAL SUPPLIES, EQUIPMENT, OR
18 TECHNOLOGY;
19 (VI) MANY HOSPITALS IN RURAL AND FRONTIER COMMUNITIES
20 HAVE DIFFICULTY RECRUITING AND RETAINING QUALIFIED HEALTH-CARE
21 PROFESSIONALS AND MAKING AVAILABLE NEEDED SERVICES; AND
22 (VII) COUNTY PUBLIC HOSPITALS, HEALTH SERVICE DISTRICTS,
23 AND HOSPITAL AFFILIATES PERFORM ESSENTIAL PUBLIC FUNCTIONS ON
24 BEHALF OF THE STATE;
25 (c) AS PART OF THE GOVERNMENT'S INTEREST IN PROVIDING
26 NEEDED HEALTH-CARE SERVICES IN COLORADO'S RURAL AND FRONTIER
27 COMMUNITIES, IT IS IMPORTANT FOR THE GOVERNMENT TO SUPPORT
28 EFFORTS TO FIND COLLABORATIVE, INNOVATIVE SOLUTIONS TO THE MANY

1 PROBLEMS CONFRONTING RURAL HEALTH CARE, INCLUDING
2 COLLABORATIVE OR COORDINATED ACTIVITIES THAT OFFER THE
3 OPPORTUNITY TO EXPAND HEALTH-CARE OPTIONS THROUGH JOINT
4 PURCHASING AND STAFFING, SHARED SERVICES, AND JOINT ACQUISITION
5 OF NEW AND EXPENSIVE DIAGNOSTIC AND TREATMENT SOLUTIONS;
6 (d) IT IS THE GENERAL ASSEMBLY'S INTENT TO EXEMPT FROM
7 STATE ANTITRUST LAWS, AND TO PROVIDE STATE ACTION IMMUNITY FROM
8 FEDERAL ANTITRUST LAWS FOR CERTAIN ACTIVITIES THAT MIGHT BE
9 CHARACTERIZED AS ANTICOMPETITIVE OR THAT MIGHT RESULT IN THE
10 DISPLACEMENT OF COMPETITION IN THE PROVISION OF HOSPITAL,
11 PHYSICIAN, OR OTHER HEALTH-CARE-RELATED SERVICES OR
12 ADMINISTRATIVE OR GENERAL BUSINESS SERVICES; AND
13 (e) IN ORDER TO PROMOTE IMPROVED QUALITY OF, INCREASE
14 ACCESS TO, AND REDUCE COSTS OF HEALTH-CARE SERVICES IN RURAL AND
15 FRONTIER COMMUNITIES THROUGH COLLABORATIVE AGREEMENTS
16 AUTHORIZED BY THIS SECTION, THE GENERAL ASSEMBLY FURTHER
17 INTENDS TO PROVIDE A SYSTEM OF REVIEW OF RELEVANT COLLABORATIVE
18 AGREEMENTS BY THE DEPARTMENT OF HEALTH CARE POLICY AND
19 FINANCING AND THE ATTORNEY GENERAL TO ENSURE THAT ANY
20 POTENTIAL BENEFITS OF SUCH COLLABORATIVE AGREEMENTS ARE NOT
21 OUTWEIGHED BY THE HARM TO COMPETITION IN RURAL AND FRONTIER
22 COMMUNITIES.
23 (2) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE
24 REQUIRES:
25 (a) "COLLABORATIVE AGREEMENT" MEANS AN AGREEMENT OR
26 SIMILAR ARRANGEMENT BETWEEN TWO OR MORE HOSPITALS OR HOSPITAL
27 AFFILIATES THAT COMPLIES WITH THE REQUIREMENTS SET FORTH IN THIS
28 SECTION.

1 (b) "COUNTY PUBLIC HOSPITAL" MEANS A PUBLIC HOSPITAL
2 ESTABLISHED PURSUANT TO SECTION 25-3-301.
3 (c) "HEALTH SERVICE DISTRICT" HAS THE SAME MEANING AS SET
4 FORTH IN SECTION 32-1-103 (9).
5 (d) "HOSPITAL" MEANS A FACILITY WITH FEWER THAN FIFTY BEDS
6 THAT IS:
7 (I) A COUNTY PUBLIC HOSPITAL;
8 (II) A HOSPITAL ESTABLISHED, MAINTAINED, OR OPERATED
9 DIRECTLY OR INDIRECTLY BY A HEALTH SERVICE DISTRICT; OR
10 (III) A HOSPITAL AFFILIATE.
11 (e) "HOSPITAL AFFILIATE" MEANS AN AFFILIATE OF A COUNTY
12 PUBLIC HOSPITAL OR HEALTH SERVICE DISTRICT THAT IS UNDER THE SOLE
13 CONTROL OF THE COUNTY PUBLIC HOSPITAL OR HEALTH SERVICE DISTRICT.
14 (3) EXCEPT AS PROVIDED IN SUBSECTION (4) OF THIS SECTION, AND
15 SUBJECT TO THE REQUIREMENTS IN SUBSECTIONS (5) AND (6) OF THIS
16 SECTION, A HOSPITAL IS AUTHORIZED TO ENTER INTO COLLABORATIVE
17 AGREEMENTS WITH ONE OR MORE HOSPITALS OR HOSPITAL AFFILIATES TO
18 ENGAGE IN THE FOLLOWING ACTIVITIES:
19 (a) ANCILLARY CLINICAL SERVICES, ACQUISITION OF EQUIPMENT,
20 CLINIC MANAGEMENT, OR HEALTH-CARE PROVIDER RECRUITMENT;
21 (b) JOINT PURCHASING OR LEASING ARRANGEMENTS, INCLUDING
22 THE JOINT PURCHASING OR LEASING OF:
23 (I) MEDICAL AND GENERAL SUPPLIES;
24 (II) MEDICAL AND GENERAL EQUIPMENT;
25 (III) PHARMACEUTICALS; OR
26 (IV) TEMPORARY STAFFING THROUGH A STAFFING AGENCY;
27 (c) CONSULTING SERVICES WITH A FOCUS ON PUBLIC HEALTH IN
28 RURAL OR FRONTIER COMMUNITIES AND NON-HOSPITAL-SPECIFIC

1 INNOVATIONS IN HEALTH-CARE DELIVERY IN THOSE COMMUNITIES;
2 (d) PURCHASING JOINT PROFESSIONAL, GENERAL LIABILITY, OR
3 PROPERTY INSURANCE;
4 (e) SHARING BACK-OFFICE SERVICES, SUCH AS SHARING A BUSINESS
5 OFFICE, ACCOUNTING AND FINANCE SERVICES, HUMAN RESOURCES, AND
6 RISK MANAGEMENT AND COMPLIANCE SERVICES, BUT NOT INCLUDING
7 SHARING SERVICE CHARGING EXPENSES OR RATES AMONG HOSPITALS;
8 (f) SHARING DATA SERVICES, INCLUDING SHARED SERVICES FOR
9 ELECTRONIC HEALTH RECORDS AND DATA EXTRACTION AND ANALYSIS
10 SERVICES, CHARGE MANAGEMENT, AND POPULATION HEALTH ANALYSIS;
11 AND
12 (g) NEGOTIATING WITH HEALTH INSURANCE OR GOVERNMENT
13 PAYERS, WHICH NEGOTIATIONS ARE LIMITED TO:
14 (I) SHARED CARE PROTOCOLS INTENDED TO IMPROVE PATIENT
15 MANAGEMENT AND OUTCOMES, INCLUDING IMPLEMENTATION OF
16 EVIDENCE-BASED PROTOCOLS, CLINICAL PATHWAYS, AND RECOGNIZED
17 BEST PRACTICES IN THE CARE AND TREATMENT OF PATIENTS, INCLUDING
18 CLINICAL THERAPIES, NUTRITION, EXERCISE, DIAGNOSTIC TESTING, AND
19 MEDICATION MANAGEMENT;
20 (II) COLLABORATIVE EFFORTS WITH PAYERS TO PROMOTE
21 APPROPRIATE AND ESSENTIAL SERVICES TO BE PROVIDED IN THE LOCAL
22 COMMUNITY;
23 (III) MANAGEMENT OF PRIOR AUTHORIZATION REQUESTS; AND
24 (IV) ANALYSIS OF AGGREGATE DATA TO COMPARE COSTS OF
25 PROCEDURES AND TO ANALYZE PATIENT OUTCOMES.
26 (4) NOTWITHSTANDING ANY COLLABORATIVE AGREEMENTS
27 AUTHORIZED UNDER SUBSECTION (3) OF THIS SECTION, THE IMMUNITY AND
28 PROTECTIONS GRANTED TO HOSPITALS AND HOSPITAL AFFILIATES

1 ENTERING INTO SUCH COLLABORATIVE AGREEMENTS PURSUANT TO THIS
2 SECTION DOES NOT EXTEND TO COLLABORATIVE AGREEMENTS WITH
3 ANOTHER HOSPITAL OR HOSPITAL AFFILIATE THAT HAVE THE EFFECT OF:
4 (a) SETTING REIMBURSEMENT RATES OR OTHER COMPENSATION
5 FROM ANY COMMERCIAL SELF-INSURED OR COMMERCIAL HEALTH
6 INSURANCE OR GOVERNMENT PAYER;
7 (b) DIVIDING OR ALLOCATING AMONG HOSPITALS OR HOSPITAL
8 AFFILIATES SPECIFIC MARKETS FOR THE DELIVERY OF ANY GENERAL ACUTE
9 CARE OR SPECIALTY LINES OF HEALTH-CARE SERVICES; OR
10 (c) NEGOTIATING OR AGREEING TO COMPENSATION UNDER
11 HEALTH-CARE STAFFING ARRANGEMENTS FOR HOSPITAL EMPLOYEES THAT
12 RESULTS IN A REDUCTION OF WAGES OF HOSPITAL STAFF, WHETHER
13 EMPLOYED BY THE HOSPITAL, A STAFFING AGENCY, OR OTHER EMPLOYER.
14 (5) PRIOR TO ENGAGING IN ANY JOINT ACTIVITY DESCRIBED BY A
15 PROPOSED COLLABORATIVE AGREEMENT EXECUTED PURSUANT TO
16 SUBSECTION (3) OF THIS SECTION, THE HOSPITALS OR HOSPITAL AFFILIATES
17 SHALL JOINTLY SUBMIT THE PROPOSED COLLABORATIVE AGREEMENT TO
18 THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING, PURSUANT TO
19 RULES WHICH MAY BE PROMULGATED FOR THE SUBMISSION AND REVIEW
20 OF PROPOSALS BY THE DEPARTMENT OF HEALTH CARE POLICY AND
21 FINANCING. THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING
22 MAY REQUEST ADDITIONAL INFORMATION NECESSARY FOR THE
23 DEPARTMENT OF HEALTH CARE POLICY AND FINANCING TO REVIEW THE
24 PROPOSAL.
25 (6) WITHIN FIFTEEN DAYS AFTER RECEIPT OF A PROPOSED
26 COLLABORATIVE AGREEMENT AND THE RECEIPT OF ADDITIONAL
27 INFORMATION REQUESTED BY THE DEPARTMENT OF HEALTH CARE POLICY
28 AND FINANCING, IF THE DEPARTMENT OF HEALTH CARE POLICY AND

1 FINANCING CONCLUDES THAT A PROPOSED COLLABORATIVE ACTIVITY WILL
2 RESULT IN COST SAVINGS OR OTHER EFFICIENCIES THAT WILL IMPROVE OR
3 EXPAND THE DELIVERY OF HEALTH-CARE SERVICES IN RURAL AND
4 FRONTIER COMMUNITIES IN COLORADO, THE DEPARTMENT OF HEALTH
5 CARE POLICY AND FINANCING SHALL REFER THE PROPOSAL TO THE
6 ATTORNEY GENERAL TO DETERMINE, PURSUANT TO RULES WHICH MAY BE
7 PROMULGATED FOR SUCH PURPOSE, THAT THE BENEFITS OF THE
8 COLLABORATIVE ACTIVITY ARE NOT OUTWEIGHED BY ANY
9 ANTICOMPETITIVE HARM THAT MAY ARISE FROM THE COLLABORATIVE
10 ACTIVITY.
11 (7) WITHIN FORTY-FIVE DAYS AFTER RECEIVING A ___ REFERRAL
12 AND REVIEW FROM THE DEPARTMENT OF HEALTH CARE POLICY AND
13 FINANCING, THE ATTORNEY GENERAL SHALL REVIEW THE PROPOSED
14 COLLABORATIVE AGREEMENT AND EITHER APPROVE OR DENY THE
15 PROPOSED COLLABORATIVE AGREEMENT OR REQUEST ADDITIONAL
16 INFORMATION RELATED TO THE PROPOSAL. IF A REQUEST FOR ADDITIONAL
17 INFORMATION IS MADE, THE ATTORNEY GENERAL HAS AN ADDITIONAL
18 FORTY-FIVE DAYS TO COMPLETE THE REVIEW FOLLOWING RECEIPT OF THE
19 REQUESTED INFORMATION.
20 (8) (a) A COLLABORATIVE AGREEMENT IS APPROVED IF:
21 (I) THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING
22 CONCLUDES THAT THE PROPOSED COLLABORATIVE AGREEMENT WILL
23 RESULT IN IMPROVED QUALITY, INCREASED ACCESS OR COST SAVINGS, OR
24 OTHER EFFICIENCIES THAT WILL IMPROVE OR EXPAND THE DELIVERY OF
25 HEALTH-CARE SERVICES IN RURAL AND FRONTIER COMMUNITIES IN
26 COLORADO; AND
27 (II) THE ATTORNEY GENERAL CONCLUDES THAT THE BENEFITS
28 IDENTIFIED BY THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING

1 ARE OUTWEIGHED BY ANY COMPETITIVE CONCERNS IDENTIFIED BY THE
2 ATTORNEY GENERAL OR THE ATTORNEY GENERAL DOES NOT RESPOND
3 WITHIN THE TIME FRAMES SPECIFIED IN SUBSECTION (7) OF THIS SECTION.
4
5 (b) (I) EXCEPT AS PROVIDED IN SUBSECTION (8)(b)(III) OF THIS
6 SECTION, IF A PROPOSED COLLABORATIVE AGREEMENT IS DENIED, THE
7 HOSPITALS OR HOSPITAL AFFILIATES MAY REQUEST RECONSIDERATION BY
8 RESUBMITTING THE PROPOSED AGREEMENT TO THE ATTORNEY GENERAL
9 WITHIN THIRTY DAYS AFTER THE DENIAL ALONG WITH ADDITIONAL
10 MATERIALS, INFORMATION, OR OTHER EVIDENCE THAT WAS NOT
11 PREVIOUSLY SUBMITTED RELATING TO THE DETERMINATION OF THE
12 BENEFITS OR ANTICOMPETITIVE HARM ASSOCIATED WITH THE PROPOSED
13 COLLABORATIVE AGREEMENT.
14 (II) THE ATTORNEY GENERAL HAS FORTY-FIVE DAYS FROM THE
15 DATE OF THE REQUEST TO RECONSIDER THE DENIAL AND MAY CONSULT
16 WITH THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING OR THE
17 DIVISION OF INSURANCE IN THE DEPARTMENT OF REGULATORY AGENCIES
18 AS PART OF THE RECONSIDERATION. THE PROPOSED COLLABORATIVE
19 AGREEMENT IS NOT DEEMED APPROVED IF THE ATTORNEY GENERAL FAILS
20 TO RESPOND WITHIN THE FORTY-FIVE DAY RECONSIDERATION PERIOD.
21 (III) A REQUEST FOR RECONSIDERATION OF A PROPOSED
22 COLLABORATIVE AGREEMENT MAY BE MADE ONLY ONCE WITHIN THE
23 THIRTY DAY PERIOD FOLLOWING THE DENIAL OF THE PROPOSED
24 COLLABORATIVE AGREEMENT. THE ATTORNEY GENERAL'S DECISION ON A
25 PROPOSED COLLABORATIVE AGREEMENT THAT IS NOT SUBMITTED FOR
26 RECONSIDERATION WITHIN THIRTY DAYS OR THAT IS DENIED UPON
27 RECONSIDERATION IS FINAL AND NON-APPEALABLE.
28 (c) THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING OR

1 THE ATTORNEY GENERAL MAY REVIEW A COLLABORATIVE AGREEMENT
2 ANNUALLY TO ENSURE THE OUTCOMES RELATED TO THE COLLABORATIVE
3 AGREEMENT ARE CONSISTENT WITH THIS SECTION.
4 **SECTION 2.** In Colorado Revised Statutes, **add** 25-3-304.5 as
5 follows:
6 **25-3-304.5. Hospital collaborative agreements - additional**
7 **powers.** IN ADDITION TO THE POWERS SPECIFIED IN SECTION 25-3-304, THE
8 BOARD OF TRUSTEES OF A COUNTY PUBLIC HOSPITAL MAY ENTER INTO A
9 COLLABORATIVE AGREEMENT WITH ANOTHER COUNTY PUBLIC HOSPITAL,
10 HEALTH SERVICE DISTRICT, OR HOSPITAL AFFILIATE IN ACCORDANCE WITH
11 SECTION 25.5-1-901.
12 **SECTION 3.** In Colorado Revised Statutes, 32-1-1003, **add**
13 (1)(c.5) as follows:
14 **32-1-1003. Health service districts - additional powers.** (1) In
15 addition to the powers specified in section 32-1-1001, the board of any
16 health service district has any or all of the following powers for and on
17 behalf of such district:
18 (c.5) TO ENTER INTO A COLLABORATIVE AGREEMENT WITH
19 ANOTHER HEALTH SERVICE DISTRICT, COUNTY PUBLIC HOSPITAL, OR
20 HOSPITAL AFFILIATE IN ACCORDANCE WITH SECTION 25.5-1-901.
21 **SECTION 4. Act subject to petition - effective date.** This act
22 takes effect at 12:01 a.m. on the day following the expiration of the
23 ninety-day period after final adjournment of the general assembly; except
24 that, if a referendum petition is filed pursuant to section 1 (3) of article V
25 of the state constitution against this act or an item, section, or part of this
26 act within such period, then the act, item, section, or part will not take
27 effect unless approved by the people at the general election to be held in

1 November 2024 and, in such case, will take effect on the date of the
2 official declaration of the vote thereon by the governor.