

SENATE COMMITTEE OF REFERENCE AMENDMENT

Committee on Health & Human Services.

HB26-1096 be amended as follows:

1 Amend reengrossed bill, page 4, strike lines 5 through 23 and substitute:

2 "(4) (a) A MEMBER WHO PURCHASES PRIMARY CARE SERVICES  
3 FROM A DIRECT PRIMARY HEALTH-CARE PROVIDER OR ENTERS INTO A  
4 DIRECT PRIMARY CARE AGREEMENT WITH A DIRECT PRIMARY  
5 HEALTH-CARE PROVIDER MUST SIGN A DOCUMENT PROVIDED BY THE  
6 DIRECT PRIMARY HEALTH-CARE PROVIDER ACKNOWLEDGING THE  
7 FOLLOWING:

8 (I) THE MEMBER RETAINS THE RIGHT TO RECEIVE PRIMARY CARE  
9 SERVICES FROM A PRIMARY CARE PROVIDER WHO IS ENROLLED IN THE  
10 COLORADO MEDICAL ASSISTANCE PROGRAM;

11 (II) THE MEMBER MAY NOT SUBMIT A CLAIM FOR MEDICAID  
12 REIMBURSEMENT FOR PRIMARY CARE SERVICES RENDERED BY THE DIRECT  
13 PRIMARY HEALTH-CARE PROVIDER PURSUANT TO THE DIRECT PURCHASE  
14 OF PRIMARY CARE SERVICES OR AS A RESULT OF THE DIRECT PRIMARY  
15 CARE AGREEMENT ENTERED INTO BETWEEN THE DIRECT PRIMARY  
16 HEALTH-CARE PROVIDER AND THE MEMBER;

17 (III) THE DIRECT PRIMARY HEALTH-CARE PROVIDER WILL NOT  
18 SUBMIT CLAIMS FOR MEDICAID REIMBURSEMENT FOR PRIMARY CARE  
19 SERVICES RENDERED BY THE DIRECT PRIMARY HEALTH-CARE PROVIDER  
20 PURSUANT TO THE DIRECT PURCHASE OF PRIMARY CARE SERVICES OR AS  
21 A RESULT OF THE DIRECT PRIMARY CARE AGREEMENT ENTERED INTO  
22 BETWEEN THE DIRECT PRIMARY HEALTH-CARE PROVIDER AND THE  
23 MEMBER;

24 (IV) THE DIRECT PRIMARY HEALTH-CARE PROVIDER IS ENROLLED  
25 IN THE COLORADO MEDICAL ASSISTANCE PROGRAM ONLY AS AN  
26 ORDERING, PRESCRIBING, AND REFERRING PROVIDER, AND THE DIRECT  
27 PRIMARY HEALTH-CARE PROVIDER DOES NOT ACCEPT MEDICAID PAYMENTS  
28 FOR THE SERVICES RENDERED;

29 (V) AS AN ORDERING, PRESCRIBING, AND REFERRING PROVIDER,  
30 THE DIRECT PRIMARY HEALTH-CARE PROVIDER MUST COMPLY WITH THE  
31 COLORADO MEDICAL ASSISTANCE PROGRAM'S PRIOR AUTHORIZATION  
32 REQUIREMENTS, AND ORDERING, PRESCRIBING, AND REFERRING COVERAGE  
33 IS LIMITED TO SERVICES AND PRESCRIPTION MEDICATIONS THAT ARE  
34 COVERED UNDER THE COLORADO MEDICAL ASSISTANCE PROGRAM;

35 (VI) THE FEES PAID BY THE MEMBER PURSUANT TO THE DIRECT  
36 PURCHASE OF PRIMARY CARE SERVICES OR AS A RESULT OF THE DIRECT  
37 PRIMARY CARE AGREEMENT ENTERED INTO BETWEEN THE DIRECT PRIMARY  
38 HEALTH-CARE PROVIDER AND THE MEMBER ARE PRIVATE CONTRACTUAL  
39 PAYMENTS AND DO NOT CONSTITUTE COST-SHARING UNDER THE  
40 COLORADO MEDICAL ASSISTANCE PROGRAM;

41 (VII) MEMBERS WHO ARE UNDER TWENTY-ONE YEARS OLD ARE

1 ELIGIBLE FOR REGULAR SCREENINGS, DIAGNOSTIC SERVICES, AND  
2 MEDICALLY NECESSARY TREATMENT COVERED UNDER SECTION 1905(a)  
3 OF THE FEDERAL "SOCIAL SECURITY ACT", 42 U.S.C. SEC. 1396d(r);

4 (VIII) THE DIRECT PRIMARY HEALTH-CARE PROVIDER MAY  
5 PROVIDE SERVICES TO THE MEMBER THAT ARE COVERED BY THE DIRECT  
6 PRIMARY CARE AGREEMENT BETWEEN THE DIRECT PRIMARY HEALTH-CARE  
7 PROVIDER AND THE MEMBER AND WILL ASSIST THE MEMBER WITH  
8 REFERRALS TO PROVIDERS ENROLLED IN THE COLORADO MEDICAL  
9 ASSISTANCE PROGRAM FOR SERVICES NOT COVERED BY THE DIRECT  
10 PRIMARY CARE AGREEMENT BETWEEN THE DIRECT PRIMARY HEALTH-CARE  
11 PROVIDER AND THE MEMBER;

12 (IX) THE MEMBER HAS THE RIGHT TO CONTACT THE MEMBER'S  
13 ASSIGNED MANAGED CARE ENTITY AT ANY TIME REGARDING CARE  
14 PLANNING FACILITATION AND CARE COORDINATION FOR SERVICES NOT  
15 PROVIDED BY THE DIRECT PRIMARY HEALTH-CARE PROVIDER; AND

16 (X) THE MEMBER MAY CANCEL OR TERMINATE THE AGREEMENT AT  
17 ANY TIME AFTER PROVIDING THE DIRECT PRIMARY HEALTH-CARE  
18 PROVIDER WITH A THIRTY-DAY WRITTEN NOTICE WITHOUT INCURRING A  
19 TERMINATION PENALTY OR FEE, AND, UPON TERMINATION, ANY PREPAID  
20 FEES WILL BE RETURNED TO THE MEMBER OR THE MEMBER'S LEGAL  
21 GUARDIAN WITHIN THIRTY DAYS AFTER TERMINATION.

22 (b) THE DISCLOSURE DOCUMENT DETAILED IN THIS SUBSECTION (4)  
23 MUST BE WRITTEN IN PLAIN LANGUAGE, BE MADE AVAILABLE TO THE  
24 MEMBER IN THE MEMBER'S PRIMARY LANGUAGE, APPEAR IN BOLD-FACED  
25 FONT OF AT LEAST FOURTEEN-POINT TYPE, AND BE AVAILABLE IN AN  
26 ACCESSIBLE FORMAT, UPON REQUEST. THE DISCLOSURE DOCUMENT MUST  
27 CONTAIN A PLACE FOR THE MEMBER TO SIGN EACH PAGE OF THE  
28 DISCLOSURE DOCUMENT TO REPRESENT AN UNDERSTANDING OF ITS TERMS.

29 (c) THE DIRECT PRIMARY HEALTH-CARE PROVIDER SHALL RETAIN  
30 A COPY OF THE SIGNED DISCLOSURE DOCUMENT FOR AT LEAST ONE YEAR  
31 AFTER THE DATE THE MEMBER'S DIRECT PRIMARY CARE AGREEMENT  
32 TERMINATES."

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