

HOUSE COMMITTEE OF REFERENCE AMENDMENT

Committee on Health & Insurance.

HB20-1218 be amended as follows:

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

3       **"SECTION 1.** In Colorado Revised Statutes, **amend** 12-230-106  
4 as follows:

5       **12-230-106. Repeal of article - review of functions.** This article  
6 230 is repealed, effective September 1, 2020 2031. Before the repeal, the  
7 licensing and supervisory functions of the director are scheduled for  
8 review in accordance with section 24-34-104.

9       **SECTION 2.** In Colorado Revised Statutes, 24-34-104, **repeal**  
10 (19)(a)(VI); and **add** (32) as follows:

11       **24-34-104. General assembly review of regulatory agencies  
12 and functions for repeal, continuation, or reestablishment - legislative  
13 declaration - repeal.** (19)(a) The following agencies, functions, or both,  
14 are scheduled for repeal on September 1, 2020:

15       (VI) ~~The licensing of hearing aid providers by the division of  
16 professions and occupations in accordance with article 230 of title 12;~~

17       (32) (a) THE FOLLOWING AGENCIES, FUNCTIONS, OR BOTH, ARE  
18 SCHEDULED FOR REPEAL ON SEPTEMBER 1, 2031:

19       (I) THE LICENSING OF HEARING AID PROVIDERS BY THE DIVISION OF  
20 PROFESSIONS AND OCCUPATIONS IN ACCORDANCE WITH ARTICLE 230 OF  
21 TITLE 12.

22       (b) THIS SUBSECTION (32) IS REPEALED, EFFECTIVE SEPTEMBER 1,  
23 2033.

24       **SECTION 3.** In Colorado Revised Statutes, 6-1-701, **amend**  
25 (2)(a)(III) and (2)(e)(III)(B); and **repeal** (2)(c)(I) as follows:

26       **6-1-701. Dispensing hearing aids - deceptive trade practices -  
27 definitions.** (2) In addition to any other deceptive trade practices under  
28 section 6-1-105, a dispenser engages in a deceptive trade practice when  
29 the dispenser:

30       (a) Fails to deliver to each person to whom the dispenser  
31 dispenses a hearing aid a receipt that:

32       (III) Bears, in no smaller type than the largest used in the body of  
33 the receipt, a provision indicating that dispensers who are licensed  
34 ~~certified, or registered~~ by the department of regulatory agencies are  
35 regulated by the division of professions and occupations in the  
36 department of regulatory agencies; AND

37       (c) (I) ~~Fails to receive from a licensed physician, before  
38 dispensing, fitting, or selling a hearing aid to any person, a written  
39 prescription or recommendation, issued within the previous six months,~~

1 that specifies that the person is a candidate for a hearing aid; except that  
2 any person eighteen years of age or older who objects to medical  
3 evaluation on the basis of religious or personal beliefs may waive the  
4 requirement by delivering to the dispenser a written waiver;

5 (e) Fails to provide a minimum thirty-day rescission period with  
6 the following terms:

7 (III) (B) The written contract or receipt provided to the buyer must  
8 also contain a statement, in print size no smaller than ten-point type, that  
9 the sale is void and unenforceable if the hearing aid being purchased is  
10 not delivered to the consumer within thirty days after the date the written  
11 contract is signed or the receipt is issued, whichever occurs later. The  
12 written contract or receipt must also include the dispenser's license  
13 ~~certification, or registration~~ number, if the dispenser is required to be  
14 licensed ~~certified or registered~~ by the state, and a statement that the  
15 dispenser will promptly refund all ~~moneys~~ MONEY paid for the purchase  
16 of a hearing aid if it is not delivered to the consumer within the thirty-day  
17 period. The buyer cannot waive this requirement, and any attempt to  
18 waive it is void.

19 **SECTION 4.** In Colorado Revised Statutes, 12-20-408, **amend**  
20 (2)(e) and (2)(f); and **repeal** (2)(g) as follows:

21 **12-20-408. Judicial review.** (2) A district court of competent  
22 jurisdiction has initial jurisdiction to review all final actions and orders  
23 of a regulator that are subject to judicial review and shall conduct the  
24 judicial review proceedings in accordance with section 24-4-106 (3) for  
25 the following:

26 (e) Article 200 of this title 12 concerning acupuncturists; AND  
27 (f) Article 210 of this title 12 concerning audiologists. ~~and~~  
28 (g) ~~Article 230 of this title 12 concerning hearing aid providers.~~

29 **SECTION 5.** In Colorado Revised Statutes, 12-230-103, **amend**  
30 (4) as follows:

31 **12-230-103. Scope of article - exemption.** (4) Nothing in this  
32 article 230 prohibits a business or licensee from

33 (a) hiring and employing unlicensed staff to assist with conducting  
34 business practices and to assist in dispensing hearing aids if the  
35 unlicensed staff are properly supervised by a licensee; except that the  
36 ~~employees~~ UNLICENSED STAFF may not conduct hearing tests or perform  
37 the initial fitting of hearing aids. ~~or~~

38 (b) ~~Performing tasks that would be permissible if the licensee was~~  
39 ~~not licensed.~~

40 **SECTION 6.** In Colorado Revised Statutes, 12-230-104, **amend**  
41 (1)(e) as follows:

42 **12-230-104. Scope of practice.** (1) The scope of practice for a  
43 hearing aid provider includes:

6                   **SECTION 7.** In Colorado Revised Statutes, amend 12-230-105  
7 as follows:

**12-230-105. Title protection - use of title.** It is unlawful for any person to use the title "hearing aid provider" or "hearing aid dispenser" OR ANY OTHER TITLE THAT IMPLIES THE PERSON IS QUALIFIED AS A HEARING AID PROVIDER unless ~~he or she~~ THE PERSON is licensed as a hearing aid provider pursuant to this article 230.

13                   **SECTION 8.** In Colorado Revised Statutes, 12-230-201, amend  
14 (1) and (3)(a) as follows:

15                   **12-230-201. License required - application -**  
16                   **qualifications.** (1) A hearing aid provider shall obtain a license pursuant  
17                   to this section before:

18 (a) Engaging in the practice of dispensing, fitting, or dealing in  
19 hearing aids; OR

20 (b) DIRECTLY OR INDIRECTLY SELLING OR NEGOTIATING TO SELL  
21 ANY HEARING AID FOR THE HEARING IMPAIRED.

24 (a) Have passed the national A competency examination of the  
25 National Board for Certification in Hearing Instrument Sciences  
26 (NBC-HIS), unless the director determines, by rule, that this examination  
27 no longer meets the minimum standards necessary for licensure, in which  
28 case, only an examination that the applicant passed prior to the date of the  
29 ruling will be acceptable AS DETERMINED BY THE DIRECTOR BY RULE; or

30                   **SECTION 9.** In Colorado Revised Statutes, **add** 12-230-206 and  
31   12-230-207 as follows:

**12-230-206. Financial assurance required - rules.** (1) BEFORE THE DIRECTOR ISSUES A LICENSE TO AN APPLICANT FOR A HEARING AID PROVIDER LICENSE, THE APPLICANT SHALL POST A SURETY BOND IN THE AMOUNT OF TEN THOUSAND DOLLARS, MAINTAIN A ONE-MILLION-DOLLAR PROFESSIONAL LIABILITY POLICY, OR COMPLY WITH AN ALTERNATIVE AS DETERMINED BY THE DIRECTOR. A LICENSED HEARING AID PROVIDER SHALL MAINTAIN THE REQUIRED BOND, POLICY, OR ALTERNATIVE AT ALL TIMES.

40 (2) THE DIRECTOR MAY FILE A CLAIM ON, OR ASSIST A CONSUMER  
41 IN FILING A CLAIM, ON THE BOND, POLICY, OR ALTERNATIVE.

42 (3) THE DIRECTOR, BY RULE, SHALL DETERMINE THE  
43 REQUIREMENTS FOR THE FINANCIAL ASSURANCE REQUIRED BY THIS

1 SECTION.

2 **12-230-207. Continuing education.** EACH LICENSED HEARING AID  
3 PROVIDER IN ACTIVE PRACTICE WITHIN THE STATE OF COLORADO SHALL  
4 ANNUALLY ATTEND NOT LESS THAN EIGHT HOURS OF CONTINUING  
5 EDUCATION ON SUBJECTS RELATED TO THE SCOPE OF PRACTICE SPECIFIED  
6 IN SECTION 12-230-104.

7 **SECTION 10.** In Colorado Revised Statutes, 12-230-401, **amend**  
8 (1)(k), (1)(p), and (1)(q); and **add** (1)(r) and (2) as follows:

9 **12-230-401. Grounds for discipline.** (1) The following acts  
10 constitute grounds for discipline:

11 (k) Failing to adequately supervise a licensed hearing aid provider  
12 apprentice or any employee pursuant to section 12-230-103 (4)(a) (4) or  
13 12-230-204 (2);

14 (p) Selling, dispensing, adjusting, providing training or teaching  
15 in regard to, or otherwise servicing surgically implanted hearing devices  
16 unless the hearing aid provider is an audiologist or a physician; **and**

17 (q) Violating the "Colorado Consumer Protection Act", article 1  
18 of title 6; **AND**

19 (r) FAILING TO PRACTICE ACCORDING TO COMMONLY ACCEPTED  
20 PROFESSIONAL STANDARDS.

21 (2) ANY DISCIPLINARY ACTION TAKEN BY ANOTHER STATE, A  
22 LOCAL JURISDICTION, OR THE FEDERAL GOVERNMENT AGAINST AN  
23 APPLICANT OR LICENSEE CONSTITUTES PRIMA FACIE EVIDENCE OF  
24 GROUNDS FOR DISCIPLINARY ACTION, INCLUDING DENIAL OF A LICENSE  
25 UNDER THIS ARTICLE 230; EXCEPT THAT THIS SUBSECTION (2) APPLIES  
26 ONLY TO DISCIPLINE FOR ACTS OR OMISSIONS THAT ARE SUBSTANTIALLY  
27 SIMILAR TO THOSE SET OUT AS GROUNDS FOR DISCIPLINARY ACTION UNDER  
28 THIS SECTION.

29 **SECTION 11.** In Colorado Revised Statutes, **add** part 5 to article  
30 230 of title 12 as follows:

31 **PART 5**

32 **DECEPTIVE TRADE PRACTICES**

33 **12-230-501. Definitions.** AS USED IN THIS PART 5, UNLESS THE  
34 CONTEXT OTHERWISE REQUIRES:

35 (1) "DISPENSER" MEANS A PERSON LICENSED AS A HEARING AID  
36 PROVIDER PURSUANT TO PART 2 OF THIS ARTICLE 230 WHO DISPENSES  
37 HEARING AIDS.

38 **12-230-502. Dispensing hearing aids - deceptive trade  
39 practices.** (1) IN ADDITION TO ANY OTHER DECEPTIVE TRADE PRACTICES  
40 UNDER SECTION 6-1-105, A DISPENSER ENGAGES IN A DECEPTIVE TRADE  
41 PRACTICE WHEN THE DISPENSER:

42 (a) FAILS TO DELIVER TO EACH PERSON TO WHOM THE DISPENSER  
43 DISPENSES A HEARING AID A RECEIPT THAT:

1                   (I) BEARS THE BUSINESS ADDRESS OF THE DISPENSER, TOGETHER  
2 WITH SPECIFICATIONS AS TO THE MAKE AND SERIAL NUMBER OF THE  
3 HEARING AID FURNISHED AND THE FULL TERMS OF THE SALE CLEARLY  
4 STATED. IF THE DISPENSER DISPENSES A HEARING AID THAT IS NOT NEW,  
5 THE DISPENSER SHALL CLEARLY MARK ON THE HEARING AID CONTAINER  
6 AND THE RECEIPT THE TERM "USED" OR "RECONDITIONED", WHICHEVER IS  
7 APPLICABLE, WITHIN THE TERMS OF THE GUARANTEE, IF ANY.

8                   (II) BEARS, IN NO SMALLER TYPE THAN THE LARGEST USED IN THE  
9 BODY OF THE RECEIPT, IN SUBSTANCE, A PROVISION THAT THE BUYER HAS  
10 BEEN ADVISED AT THE OUTSET OF THE BUYER'S RELATIONSHIP WITH THE  
11 DISPENSER THAT ANY EXAMINATION OR REPRESENTATION MADE BY A  
12 DISPENSER IN CONNECTION WITH THE PRACTICE OF DISPENSING, FITTING,  
13 OR DEALING IN HEARING AIDS IS NOT AN EXAMINATION, DIAGNOSIS, OR  
14 PRESCRIPTION BY A PERSON LICENSED TO PRACTICE MEDICINE IN THIS  
15 STATE AND, THEREFORE, MUST NOT BE REGARDED AS MEDICAL OPINION OR  
16 ADVICE;

17                   (III) BEARS, IN NO SMALLER TYPE THAN THE LARGEST USED IN THE  
18 BODY OF THE RECEIPT, A PROVISION INDICATING THAT DISPENSERS WHO  
19 ARE LICENSED BY THE DEPARTMENT ARE REGULATED BY THE DIVISION;  
20 AND

21                   (IV) BEARS A PROVISION LABELED "WARRANTY" IN WHICH THE  
22 EXACT WARRANTY TERMS AND PERIODS AVAILABLE FROM THE  
23 MANUFACTURER ARE DOCUMENTED, OR INCLUDES AN ORIGINAL OR  
24 PHOTOCOPY OF THE ORIGINAL MANUFACTURER'S WARRANTY WITH THE  
25 RECEIPT;

26                   (b) DISPENSES A HEARING AID TO A CHILD UNDER EIGHTEEN YEARS  
27 OF AGE WITHOUT RECEIVING DOCUMENTATION THAT THE CHILD HAS BEEN  
28 EXAMINED BY A LICENSED PHYSICIAN AND AN AUDIOLOGIST WITHIN SIX  
29 MONTHS PRIOR TO THE FITTING;

30                   (c) DISPENSES, ADJUSTS, PROVIDES TRAINING OR TEACHING IN  
31 REGARD TO, OR OTHERWISE SERVICES SURGICALLY IMPLANTED HEARING  
32 DEVICES UNLESS THE DISPENSER IS AN AUDIOLOGIST OR PHYSICIAN;

33                   (d) FAILS TO RECOMMEND IN WRITING, PRIOR TO FITTING OR  
34 DISPENSING A HEARING AID, THAT THE BEST INTERESTS OF THE  
35 PROSPECTIVE USER WOULD BE SERVED BY CONSULTING A LICENSED  
36 PHYSICIAN SPECIALIZING IN DISEASES OF THE EAR, OR ANY LICENSED  
37 PHYSICIAN, IF ANY OF THE FOLLOWING CONDITIONS EXIST:

38                   (I) VISIBLE CONGENITAL OR TRAUMATIC DEFORMITY OF THE EAR;  
39                   (II) ACTIVE DRAINAGE OF THE EAR, OR A HISTORY OF DRAINAGE OF  
40 THE EAR WITHIN THE PREVIOUS NINETY DAYS;

41                   (III) HISTORY OF SUDDEN OR RAPIDLY PROGRESSIVE HEARING  
42 LOSS;

43                   (IV) ACUTE OR CHRONIC DIZZINESS;

(V) UNILATERAL HEARING LOSS OF SUDDEN ONSET WITHIN THE PREVIOUS NINETY DAYS;

(VI) AUDIOMETRIC AIR-BONE GAP EQUAL TO OR GREATER THAN FIFTEEN DECIBELS AT 500 HERTZ (Hz), 1,000 Hz, AND 2,000 Hz;

(VII) VISIBLE EVIDENCE OF SIGNIFICANT CERUMEN  
ACCUMULATION ON, OR A FOREIGN BODY IN, THE EAR CANAL; OR

(VIII) PAIN OR DISCOMFORT IN THE EAR:

(e) FAILS TO PROVIDE A MINIMUM THIRTY-DAY RESCISSION PERIOD WITH THE FOLLOWING TERMS:

10 (I) THE BUYER HAS THE RIGHT TO CANCEL THE PURCHASE FOR ANY  
11 REASON BEFORE THE EXPIRATION OF THE RESCISSION PERIOD BY GIVING OR  
12 MAILING WRITTEN NOTICE OF CANCELLATION TO THE DISPENSER AND  
13 PRESENTING THE HEARING AID TO THE DISPENSER, UNLESS THE HEARING  
14 AID HAS BEEN LOST OR SIGNIFICANTLY DAMAGED BEYOND REPAIR WHILE  
15 IN THE BUYER'S POSSESSION AND CONTROL. THE RESCISSION PERIOD IS  
16 TOLLED FOR ANY PERIOD DURING WHICH A DISPENSER TAKES POSSESSION  
17 OR CONTROL OF A HEARING AID AFTER ITS ORIGINAL DELIVERY.

18                   (II) THE BUYER, UPON CANCELLATION, IS ENTITLED TO RECEIVE A  
19 FULL REFUND OF ANY PAYMENT MADE FOR THE HEARING AID WITHIN  
20 THIRTY DAYS AFTER RETURNING THE HEARING AID TO THE DISPENSER,  
21 UNLESS THE HEARING AID WAS SIGNIFICANTLY DAMAGED BEYOND REPAIR  
22 WHILE IN THE BUYER'S POSSESSION AND CONTROL.

**THE BUYER HAS THE RIGHT TO CANCEL THIS PURCHASE FOR ANY REASON AT ANY TIME PRIOR TO 12 MIDNIGHT ON THE [INSERT APPLICABLE RESCISSION PERIOD, WHICH MUST BE NO SHORTER THAN THIRTY DAYS AFTER RECEIPT OF THE HEARING AID] CALENDAR DAY AFTER RECEIPT OF THE HEARING AID BY GIVING OR MAILING THE DISPENSER WRITTEN NOTICE OF CANCELLATION AND BY RETURNING THE HEARING AID, UNLESS THE HEARING AID HAS BEEN SIGNIFICANTLY DAMAGED BEYOND REPAIR WHILE THE HEARING AID WAS IN THE BUYER'S CONTROL.**

1 HEARING AID BEING PURCHASED IS NOT DELIVERED TO THE CONSUMER  
2 WITHIN THIRTY DAYS AFTER THE DATE THE WRITTEN CONTRACT IS SIGNED  
3 OR THE RECEIPT IS ISSUED, WHICHEVER OCCURS LATER. THE WRITTEN  
4 CONTRACT OR RECEIPT MUST ALSO INCLUDE THE DISPENSER'S LICENSE  
5 NUMBER, IF THE DISPENSER IS REQUIRED TO BE LICENSED BY THE STATE,  
6 AND A STATEMENT THAT THE DISPENSER WILL PROMPTLY REFUND ALL  
7 MONEY PAID FOR THE PURCHASE OF THE HEARING AID IF IT IS NOT  
8 DELIVERED TO THE CONSUMER WITHIN THE THIRTY-DAY PERIOD. THE  
9 BUYER CANNOT WAIVE THIS REQUIREMENT, AND ANY ATTEMPT TO WAIVE  
10 IT IS VOID.

11 (IV) A REFUND REQUEST FORM MUST BE ATTACHED TO EACH  
12 RECEIPT AND MUST CONTAIN THE INFORMATION IN SUBSECTION (1)(a)(I)  
13 OF THIS SECTION AND THE STATEMENT, IN ALL CAPITAL LETTERS OF NO  
14 LESS THAN TEN-POINT, BOLD-FACED TYPE:

15 **REFUND REQUEST - THIS FORM MUST BE**  
16 **POSTMARKED BY \_\_\_\_\_ [DATE TO BE FILLED IN].**  
17 **NO REFUND WILL BE GIVEN UNTIL THE**  
18 **HEARING AID OR HEARING AIDS ARE**  
19 **RETURNED TO THE DISPENSER.**

20 A SPACE FOR THE BUYER'S ADDRESS, TELEPHONE NUMBER, AND  
21 SIGNATURE MUST BE PROVIDED. THE BUYER IS REQUIRED ONLY TO SIGN,  
22 LIST THE BUYER'S CURRENT ADDRESS AND TELEPHONE NUMBER, AND MAIL  
23 THE REFUND REQUEST FORM TO THE DISPENSER. IF THE HEARING AID IS  
24 SOLD IN THE BUYER'S HOME, THE BUYER MAY REQUIRE THE DISPENSER TO  
25 ARRANGE THE RETURN OF THE HEARING AID.

26 (f) REPRESENTS THAT THE SERVICE OR ADVICE OF A PERSON  
27 LICENSED TO PRACTICE MEDICINE WILL BE USED OR MADE AVAILABLE IN  
28 THE SELECTION, FITTING, ADJUSTMENT, MAINTENANCE, OR REPAIR OF  
29 HEARING AIDS WHEN THAT IS NOT TRUE OR USING THE TERMS "DOCTOR",  
30 "CLINIC", "STATE-LICENSED CLINIC", "STATE-REGISTERED",  
31 "STATE-CERTIFIED", OR "STATE-APPROVED", OR ANY OTHER TERM,  
32 ABBREVIATION, OR SYMBOL WHEN IT WOULD:

33 (I) FALSELY GIVE THE IMPRESSION THAT SERVICE IS BEING  
34 PROVIDED BY PERSONS TRAINED IN MEDICINE OR THAT THE DISPENSER'S  
35 SERVICE HAS BEEN RECOMMENDED BY THE STATE WHEN THAT IS NOT THE  
36 CASE; OR

37 (II) BE FALSE OR MISLEADING;

38 (g) DIRECTLY OR INDIRECTLY:

39 (I) GIVES OR OFFERS TO GIVE, OR PERMITS OR CAUSES TO BE GIVEN,  
40 MONEY OR ANYTHING OF VALUE TO ANY PERSON WHO ADVISES ANOTHER  
41 IN A PROFESSIONAL CAPACITY AS AN INDUCEMENT TO INFLUENCE THE  
42 PERSON OR HAVE THE PERSON INFLUENCE OTHERS TO PURCHASE OR  
43 CONTRACT TO PURCHASE PRODUCTS SOLD OR OFFERED FOR SALE BY THE

1 DISPENSER; EXCEPT THAT A DISPENSER DOES NOT VIOLATE THIS  
2 SUBSECTION (1)(g)(I) IF THE DISPENSER PAYS AN INDEPENDENT  
3 ADVERTISING OR MARKETING AGENT COMPENSATION FOR ADVERTISING OR  
4 MARKETING SERVICES THE AGENT RENDERED ON THE DISPENSER'S BEHALF,  
5 INCLUDING COMPENSATION THAT IS PAID FOR THE RESULTS OR  
6 PERFORMANCE OF THE SERVICES ON A PER-PATIENT BASIS; OR

7       (II) INFLUENCES OR ATTEMPTS TO INFLUENCE ANY PERSON TO  
8 REFRAIN FROM DEALING IN THE PRODUCTS OF COMPETITORS;

9           (h) DISPENSES A HEARING AID TO A PERSON WHO HAS NOT BEEN  
10 GIVEN TESTS UTILIZING APPROPRIATE ESTABLISHED PROCEDURES AND  
11 INSTRUMENTATION IN THE FITTING OF HEARING AIDS, EXCEPT WHEN  
12 SELLING A REPLACEMENT HEARING AID WITHIN ONE YEAR AFTER THE DATE  
13 OF THE ORIGINAL PURCHASE;

14           (i) MAKES A FALSE OR MISLEADING STATEMENT OF FACT  
15 CONCERNING GOODS OR SERVICES OR THE BUYER'S RIGHT TO CANCEL WITH  
16 THE INTENTION OR EFFECT OF DETERRING OR PREVENTING THE BUYER  
17 FROM EXERCISING THE BUYER'S RIGHT TO CANCEL, OR REFUSES TO HONOR  
18 A BUYER'S REQUEST TO CANCEL A CONTRACT FOR THE PURCHASE OF A  
19 HEARING AID, IF THE REQUEST WAS MADE DURING THE RESCISSION PERIOD  
20 SET FORTH IN SUBSECTION (1)(e) OF THIS SECTION;

21           (j) EMPLOYS A DEVICE, A SCHEME, OR AN ARTIFICE WITH THE  
22 INTENT TO DEFRAUD A BUYER OF A HEARING AID;

23           (k) INTENTIONALLY DISPOSES OF, CONCEALS, DIVERTS, CONVERTS,  
24 OR OTHERWISE FAILS TO ACCOUNT FOR ANY FUNDS OR ASSETS OF A BUYER  
25 OF A HEARING AID THAT IS UNDER THE DISPENSER'S CONTROL; OR

26           (l) CHARGES, COLLECTS, OR RECOVERS ANY COST OR FEE FOR ANY  
27 GOOD OR SERVICE THAT HAS BEEN REPRESENTED BY THE DISPENSER AS  
28 FREE.

29           (2) (a) THIS SECTION APPLIES TO A DISPENSER WHO DISPENSES  
30 HEARING AIDS IN THIS STATE.

31           (b) THIS SECTION DOES NOT APPLY TO THE DISPENSING OF HEARING  
32 AIDS OUTSIDE OF THIS STATE SO LONG AS THE TRANSACTION EITHER  
33 CONFORMS TO THIS SECTION OR TO THE APPLICABLE LAWS AND RULES OF  
34 THE JURISDICTION IN WHICH THE TRANSACTION TAKES PLACE.

35       **SECTION 12. Act subject to petition - effective date.** This act  
36 takes effect at 12:01 a.m. on the day following the expiration of the  
37 ninety-day period after final adjournment of the general assembly (August  
38 5, 2020, if adjournment sine die is on May 6, 2020); except that, if a  
39 referendum petition is filed pursuant to section 1 (3) of article V of the  
40 state constitution against this act or an item, section, or part of this act  
41 within such period, then the act, item, section, or part will not take effect  
42 unless approved by the people at the general election to be held in

1 November 2020 and, in such case, will take effect on the date of the  
2 official declaration of the vote thereon by the governor.".

3 Page 1, line 103, strike "THE".

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