

**First Regular Session  
Seventy-fourth General Assembly  
STATE OF COLORADO**

**REVISED**

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

LLS NO. 23-0369.01 Jason Gelender x4330

**SENATE BILL 23-053**

**SENATE SPONSORSHIP**

**Kirkmeyer and Rodriguez**, Baisley, Bridges, Buckner, Coleman, Gardner, Ginal, Gonzales, Hansen, Kolker, Liston, Lundeen, Marchman, Mullica, Pelton B., Pelton R., Priola, Roberts, Simpson, Smallwood, Van Winkle, Will, Winter F.

**HOUSE SPONSORSHIP**

**Woodrow and Evans**,

---

**Senate Committees**

State, Veterans, & Military Affairs

**House Committees**

State, Civic, Military, & Veterans Affairs

---

**A BILL FOR AN ACT**

101 **CONCERNING RESTRICTIONS ON NONDISCLOSURE AGREEMENTS THAT**  
102 **AFFECT GOVERNMENT EMPLOYEES.**

---

**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 prohibits the state, counties, cities and counties, municipalities, schools districts, and any of their departments, institutions, or agencies from making it a condition of employment that an employee or a prospective employee executes a contract or other form of agreement that prohibits, prevents, or otherwise restricts the employee or prospective employee from disclosing factual circumstances concerning the

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.  
*Capital letters or bold & italic numbers indicate new material to be added to existing law.*  
*Dashes through the words or numbers indicate deletions from existing law.*

HOUSE  
Amended 2nd Reading  
April 29, 2023

SENATE  
3rd Reading Unamended  
March 24, 2023

SENATE  
Amended 2nd Reading  
March 23, 2023

individual's employment with the government (nondisclosure agreement) unless the nondisclosure agreement is necessary to prevent disclosure of:

- Factual circumstances relating to the employment that reasonably implicate privacy interests held by the employee who is a party to the agreement; or
- Matters required to be kept confidential by federal law or rules, the state constitution, or state statute, or matters bearing on the specialized details of security arrangements or investigations.

The bill prohibits nondisclosure agreements that prohibit employees of the state, counties, city and counties, municipalities, school districts, or any of their departments, institutions, or agencies from disclosing factual circumstances concerning their employment. To the extent that an employer includes any such provision in any employment contract or agreement, the provision is deemed to be against public policy and unenforceable against a current or former employee who is a party to the contract or agreement unless the provision is intended to prevent disclosure of factual circumstances implicating the employee's privacy interests, matters required to be kept confidential under federal law or rules, the state constitution, or state statute, or matters bearing on the specialized details of security arrangements or investigations.

The bill prohibits the state, counties, city and counties, municipalities, or any of their departments, institutions, or agencies from taking any retaliatory action against an individual on the grounds that the individual does not enter into a contract or agreement deemed to be against public policy and unenforceable under the bill. Any person who enforces or attempts to enforce a provision deemed to be against public policy and unenforceable under the bill is liable for the employee's reasonable attorney fees and costs in defending against the action.

---

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

2           **SECTION 1. Legislative declaration.** (1) The general assembly  
3 finds and declares that:

4           (a) (I) Government employees, including employees of the state,  
5 counties, cities and counties, municipalities, school districts, and any  
6 department, institution, or agency of any such government, are public  
7 servants who are hired to undertake their job duties and responsibilities  
8 to serve the public;

1 (II) Government employees are paid with public money, and they  
2 and their employers are accountable to the public for the manner in which  
3 they carry out their public duties and responsibilities;

4 (III) The public has a fundamental interest in transparency  
5 concerning the conduct of government, including state government,  
6 county government, city and county government, municipal government,  
7 and school district government. From the free speech provisions of its  
8 founding constitution to the enactment of laws requiring that meetings be  
9 conducted in an open manner and that public records be broadly  
10 disclosed, the state of Colorado has been at the forefront of efforts to  
11 ensure that the formation of public policy is public business that may not  
12 be conducted in secret. These constitutional and statutory requirements  
13 are intended to provide the public with as much knowledge as possible  
14 about how public business is being conducted while it is being conducted;

15 (IV) Nondisclosure agreements imposed on \_\_\_\_\_ applicants for  
16 government employment, government employees, and past government  
17 employees that effectively prohibit such applicants and employees from  
18 disclosing details about their prospective, current, or past government  
19 service obstruct these fundamental principles of government transparency  
20 and public accountability. The details of public business should not be  
21 hidden from public view by means of nondisclosure agreements imposed  
22 on such applicants or employees as a condition of their hiring or  
23 employment or in connection with their leaving government service or  
24 their past government service; and

25 (V) In the absence of legitimate concerns about the protection of  
26 the privacy interests of applicants for government employment,  
27 government employees, and past government employees, or to protect

1 against disclosure matters that are truly confidential and sensitive to the  
2 public interest, neither the state nor any of its departments, institutions,  
3 or agencies should be permitted to silence such applicants and employees  
4 from being able to speak openly about their prospective, current, or past  
5 government service through the imposition of nondisclosure agreements.  
6 Such applicants and employees should ordinarily be permitted to speak  
7 openly about their prospective, current, or past government service.

8 (b) By enacting this act, the general assembly intends to restrict  
9 the ability of a government, including the state, a county, a city and  
10 county, a municipality, or a school district, or any department, institution,  
11 or agency of a government, from requiring applicants for employment or  
12 employees to enter into nondisclosure agreements as a condition of their  
13 being hired. Nor may such a government, department, institution, or  
14 agency insist upon the enforcement of a nondisclosure agreement when  
15 or after an employee ends their employment with the government,  
16 department, institution, or agency. The general assembly intends that,  
17 absent the presence of very select circumstances, enforcement of such  
18 nondisclosure agreements be prohibited and that such nondisclosure  
19 agreements be deemed void as against public policy and of no legal force  
20 and effect. The general assembly further intends that this act be liberally  
21 construed to further the fundamental principle that state government be  
22 conducted in public to the greatest extent possible; and

23 (c) Transparency concerning the conduct of government is a  
24 matter of statewide concern and, therefore, the provisions of this act apply  
25 to all counties, cities and counties, municipalities, and school districts  
26 including home rule counties, cities and counties, and municipalities.

27 **SECTION 2.** In Colorado Revised Statutes, **add** 22-1-135.5 as

1 follows:

2 **22-1-135.5. Nondisclosure agreements - protection of school**  
3 **district, board of cooperative services, and public school employees**

4 **- definition.** (1) (a) NO SCHOOL DISTRICT, BOARD OF COOPERATIVE  
5 SERVICES, PUBLIC SCHOOL, OR ANY DEPARTMENT, INSTITUTION, OR  
6 AGENCY OF A SCHOOL DISTRICT, BOARD OF COOPERATIVE SERVICES, OR  
7 PUBLIC SCHOOL SHALL MAKE IT A CONDITION OF EMPLOYMENT THAT AN  
8 EMPLOYEE     EXECUTES A CONTRACT OR OTHER FORM OF AGREEMENT  
9 THAT PROHIBITS, PREVENTS, OR OTHERWISE RESTRICTS THE EMPLOYEE      
10 FROM DISCLOSING FACTUAL CIRCUMSTANCES CONCERNING THE  
11 EMPLOYEE'S EMPLOYMENT WITH THE SCHOOL DISTRICT, BOARD OF  
12 COOPERATIVE SERVICES, OR PUBLIC SCHOOL OR ANY OF ITS DEPARTMENTS,  
13 INSTITUTIONS, OR AGENCIES UNLESS THE PROHIBITION OR RESTRICTION IN  
14 THE CONTRACT OR AGREEMENT IS NECESSARY TO PREVENT DISCLOSURE  
15 OF:

16 (I) THE EMPLOYEE'S IDENTITY, FACTS THAT MIGHT LEAD TO THE  
17 DISCOVERY OF THE EMPLOYEE'S IDENTITY, OR FACTUAL CIRCUMSTANCES  
18 RELATING TO THE EMPLOYMENT THAT REASONABLY IMPLICATE  
19 LEGITIMATE PRIVACY INTERESTS OF THE EMPLOYEE WHO IS A PARTY TO  
20 THE AGREEMENT IF THE EMPLOYEE ELECTS IN THE EMPLOYEE'S SOLE  
21 DISCRETION TO RESTRICT DISCLOSURE OF THE EMPLOYEE'S IDENTITY OR  
22 SUCH FACTS AND CIRCUMSTANCES;

23 (II) DATA; INFORMATION, INCLUDING PERSONAL IDENTIFYING  
24 INFORMATION, AS DEFINED IN SECTION 24-74-102 (1); OR MATTERS THAT  
25 ARE REQUIRED TO BE KEPT CONFIDENTIAL BY FEDERAL LAW OR  
26 REGULATIONS, THE STATE CONSTITUTION, STATE LAW, STATE  
27 REGULATIONS, OR STATE RULES, OR A COURT OF LAW OR AS

1 ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS, AS PRIVILEGED WORK  
2 PRODUCT, AS COMMUNICATIONS RELATED TO A THREATENED OR PENDING  
3 LEGAL OR ADMINISTRATIVE ACTION, OR AS MATERIALS RELATED TO  
4 PERSONNEL OR REGULATORY INVESTIGATIONS BY THE EMPLOYER;

5 (III) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE  
6 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY  
7 A CURRENT OR PROSPECTIVE CONTRACTOR, VENDOR, GRANTEE OR AS PART  
8 OF A PUBLIC-PRIVATE PARTNERSHIP, OR ENTITY WORKING WITH THE STATE  
9 AS PART OF AN ECONOMIC DEVELOPMENT ACTIVITY; OR

10 (IV) INFORMATION BEARING ON THE SPECIALIZED DETAILS OF  
11 SECURITY ARRANGEMENTS OR INVESTIGATIONS INCLUDING SECURITY  
12 ARRANGEMENTS FOR OR INVESTIGATIONS INTO ELECTED OFFICIALS OR  
13 OTHER INDIVIDUALS, PHYSICAL INFRASTRUCTURE, OR CYBERSECURITY;

14 (V) INFORMATION DERIVED FROM COMMUNICATIONS OF THE  
15 EMPLOYER RELATED TO THREATENED OR PENDING LEGAL OR  
16 ADMINISTRATIVE ACTION;

17 (VI) DISCUSSIONS THAT OCCUR IN AN EXECUTIVE SESSION  
18 AUTHORIZED BY SECTION 24-6-402; OR

19 (VII) TRADE SECRETS OR INFORMATION DERIVED FROM TRADE  
20 SECRETS OR PROPRIETARY INFORMATION OF THE EMPLOYER.

21 (VIII) INFORMATION AND RECORDS NOT SUBJECT TO DISCLOSURE  
22 UNDER THE "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF  
23 TITLE 24; OR

24 (IX) TRADE SECRETS OWNED BY THE EMPLOYER.

25 (b) ANY PROVISION IN ANY CONTRACT OR AGREEMENT THAT  
26 VIOLATES SUBSECTION (1)(a) OF THIS SECTION OF THIS SECTION IS DEEMED  
27 TO BE AGAINST PUBLIC POLICY AND IS UNENFORCEABLE AGAINST AN

1 EMPLOYEE UNLESS THE PROVISION IS INTENDED TO PREVENT DISCLOSURE  
2 OF:

3 (I) THE EMPLOYEE'S IDENTITY, FACTS THAT MIGHT LEAD TO THE  
4 DISCOVERY OF THE EMPLOYEE'S IDENTITY, OR FACTUAL CIRCUMSTANCES  
5 RELATING TO THE EMPLOYMENT THAT REASONABLY IMPLICATE  
6 LEGITIMATE PRIVACY INTERESTS OF THE EMPLOYEE WHO IS A PARTY TO  
7 THE AGREEMENT IF THE EMPLOYEE ELECTS IN THE EMPLOYEE'S SOLE  
8 DISCRETION TO RESTRICT DISCLOSURE OF THE EMPLOYEE'S IDENTITY OR  
9 SUCH FACTS AND CIRCUMSTANCES;

10 (II) DATA; INFORMATION, INCLUDING PERSONAL IDENTIFYING  
11 INFORMATION, AS DEFINED IN SECTION 24-74-102 (1); OR MATTERS THAT  
12 ARE REQUIRED TO BE KEPT CONFIDENTIAL BY FEDERAL LAW OR  
13 REGULATIONS, THE STATE CONSTITUTION, STATE LAW, STATE  
14 REGULATIONS, OR STATE RULES, OR A COURT OF LAW OR AS  
15 ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS, AS PRIVILEGED WORK  
16 PRODUCT, AS COMMUNICATIONS RELATED TO A THREATENED OR PENDING  
17 LEGAL OR ADMINISTRATIVE ACTION, OR AS MATERIALS RELATED TO  
18 PERSONNEL OR REGULATORY INVESTIGATIONS BY THE EMPLOYER;

19 (III) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE  
20 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY  
21 A CURRENT OR PROSPECTIVE CONTRACTOR, VENDOR, GRANTEE OR AS PART  
22 OF A PUBLIC-PRIVATE PARTNERSHIP, OR ENTITY WORKING WITH THE STATE  
23 AS PART OF AN ECONOMIC DEVELOPMENT ACTIVITY; OR

24 (IV) INFORMATION BEARING ON THE SPECIALIZED DETAILS OF  
25 SECURITY ARRANGEMENTS OR INVESTIGATIONS INCLUDING FOR ELECTED  
26 OFFICIALS OR OTHER INDIVIDUALS, PHYSICAL INFRASTRUCTURE, OR  
27 CYBERSECURITY;

1 (V) INFORMATION DERIVED FROM COMMUNICATIONS OF THE  
2 EMPLOYER RELATED TO THREATENED OR PENDING LEGAL OR  
3 ADMINISTRATIVE ACTION;

4 (VI) DISCUSSIONS THAT OCCUR IN AN EXECUTIVE SESSION  
5 AUTHORIZED BY SECTION 24-6-402; OR

6 (VII) TRADE SECRETS OR INFORMATION DERIVED FROM TRADE  
7 SECRETS OR PROPRIETARY INFORMATION OF THE EMPLOYER.

8 (VIII) INFORMATION AND RECORDS NOT SUBJECT TO DISCLOSURE  
9 UNDER THE "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF  
10 TITLE 24; OR

11 (IX) TRADE SECRETS OWNED BY THE EMPLOYER.

12 (2) (a) No SCHOOL DISTRICT, BOARD OF COOPERATIVE SERVICES,  
13 PUBLIC SCHOOL, OR DEPARTMENT, INSTITUTION, OR AGENCY OF A SCHOOL  
14 DISTRICT, A BOARD OF COOPERATIVE SERVICES, OR A PUBLIC SCHOOL  
15 SHALL TAKE ANY MATERIALLY ADVERSE EMPLOYMENT-RELATED ACTION,  
16 INCLUDING, WITHOUT LIMITATION, WITHDRAWAL OF AN OFFER OF  
17 EMPLOYMENT, DISCHARGE, SUSPENSION, DEMOTION, DISCRIMINATION IN  
18 THE TERMS, CONDITIONS, OR PRIVILEGES OF EMPLOYMENT, OR OTHER  
19 ADVERSE ACTION AGAINST AN EMPLOYEE ON THE GROUNDS THAT THE  
20 EMPLOYEE DOES NOT ENTER INTO A CONTRACT OR AGREEMENT DEEMED  
21 TO BE AGAINST PUBLIC POLICY AND UNENFORCEABLE UNDER SUBSECTION  
22 (1)(b) OF THIS SECTION. THE TAKING OF SUCH A MATERIAALLY ADVERSE  
23 EMPLOYMENT-RELATED ACTION AFTER AN EMPLOYEE HAS REFUSED TO  
24 ENTER INTO SUCH A CONTRACT OR AGREEMENT IS PRIMA FACIE EVIDENCE  
25 OF RETALIATION.

26 (b) ANY EMPLOYER WHO ENFORCES OR ATTEMPTS TO ENFORCE A  
27 PROVISION DEEMED BY A COURT TO BE AGAINST PUBLIC POLICY AND

1 UNENFORCEABLE PURSUANT TO SUBSECTION (1) OF THIS SECTION IS  
2 LIABLE FOR THE EMPLOYEE'S REASONABLE ATTORNEY FEES AND COSTS IN  
3 DEFENDING AGAINST THE ACTION.

4 (c) AN ACTION TO ENFORCE A PROVISION OF THIS SECTION MUST BE  
5 BROUGHT IN THE DISTRICT COURT FOR THE DISTRICT IN WHICH THE  
6 EMPLOYEE IS PRIMARILY EMPLOYED.

7 (3) A SETTLEMENT AGREEMENT BETWEEN AN EMPLOYER THAT IS  
8 A SCHOOL DISTRICT, BOARD OF COOPERATIVE SERVICES, OR PUBLIC  
9 SCHOOL OR A DEPARTMENT, INSTITUTION, OR AGENCY OF A SCHOOL  
10 DISTRICT, A BOARD OF COOPERATIVE SERVICES, OR A PUBLIC SCHOOL AND  
11 AN EMPLOYEE OF THE EMPLOYER MUST BE SIGNED BY BOTH THE EMPLOYER  
12 AND THE EMPLOYEE.

13 (4) A NONDISCLOSURE AGREEMENT MAY NOT PROHIBIT THE  
14 RELEASE OF INFORMATION REQUIRED TO BE RELEASED UNDER THE  
15 "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF TITLE 24.

16 (5) NOTHING IN THIS SECTION PREVENTS AN EMPLOYER FROM  
17 REQUIRING AN EMPLOYEE TO ENTER INTO A NONDISCLOSURE AGREEMENT  
18 WITH A THIRD PARTY IN THE EMPLOYEE'S OFFICIAL CAPACITY AND ON  
19 BEHALF OF THE EMPLOYER.

20 (6) AS USED IN THIS SECTION:

21 (a) "CONDITION OF EMPLOYMENT" MEANS AN  
22 EMPLOYMENT-RELATED POLICY, PRACTICE, REQUIREMENT, OR  
23 RESTRICTION DICTATED BY AN EMPLOYER THAT AN INDIVIDUAL MUST  
24 AGREE TO ABIDE BY IN ORDER TO BE HIRED BY OR RETAIN EMPLOYMENT  
25 WITH THE EMPLOYER.

26 (b) "EMPLOYEE" MEANS AN APPLICANT FOR EMPLOYMENT WITH OR  
27 CURRENT OR PAST EMPLOYEE OF A SCHOOL DISTRICT, BOARD OF

1 COOPERATIVE SERVICES, OR PUBLIC SCHOOL OR A DEPARTMENT,  
2 INSTITUTION, OR AGENCY OF A SCHOOL DISTRICT, BOARD OF COOPERATIVE  
3 SERVICES, OR PUBLIC SCHOOL.

4 **SECTION 3.** In Colorado Revised Statutes, **add 24-50.5-105.5**  
5 as follows:

6 **24-50.5-105.5. Nondisclosure agreements - protection of state**  
7 **employees - definitions.** (1) (a) NEITHER THE STATE NOR ANY  
8 DEPARTMENT, INSTITUTION, OR AGENCY OF THE STATE SHALL MAKE IT A  
9 CONDITION OF EMPLOYMENT THAT AN EMPLOYEE \_\_\_\_\_ EXECUTES A  
10 CONTRACT OR OTHER FORM OF AGREEMENT THAT PROHIBITS, PREVENTS,  
11 OR OTHERWISE RESTRICTS THE EMPLOYEE \_\_\_ FROM DISCLOSING FACTUAL  
12 CIRCUMSTANCES CONCERNING THE EMPLOYEE'S EMPLOYMENT WITH THE  
13 STATE OR ANY OF ITS DEPARTMENTS, INSTITUTIONS, OR AGENCIES UNLESS  
14 THE PROHIBITION OR RESTRICTION IN THE CONTRACT OR AGREEMENT IS  
15 NECESSARY TO PREVENT DISCLOSURE OF:

16 (I) THE EMPLOYEE'S IDENTITY, FACTS THAT MIGHT LEAD TO THE  
17 DISCOVERY OF THE EMPLOYEE'S IDENTITY, OR FACTUAL CIRCUMSTANCES  
18 RELATING TO THE EMPLOYMENT THAT REASONABLY IMPLICATE  
19 LEGITIMATE PRIVACY INTERESTS OF THE EMPLOYEE WHO IS A PARTY TO  
20 THE AGREEMENT IF THE EMPLOYEE ELECTS IN THE EMPLOYEE'S SOLE  
21 DISCRETION TO RESTRICT DISCLOSURE OF THE EMPLOYEE'S IDENTITY OR  
22 SUCH FACTS AND CIRCUMSTANCES;

23 (II) DATA; INFORMATION, INCLUDING PERSONAL IDENTIFYING  
24 INFORMATION, AS DEFINED IN SECTION 24-74-102 (1); OR MATTERS THAT  
25 ARE REQUIRED TO BE KEPT CONFIDENTIAL BY FEDERAL LAW OR  
26 REGULATIONS, THE STATE CONSTITUTION, STATE LAW, STATE  
27 REGULATIONS, OR STATE RULES, OR A COURT OF LAW OR AS

1 ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS, AS PRIVILEGED WORK  
2 PRODUCT, AS COMMUNICATIONS RELATED TO A THREATENED OR PENDING  
3 LEGAL OR ADMINISTRATIVE ACTION, OR AS MATERIALS RELATED TO  
4 PERSONNEL OR REGULATORY INVESTIGATIONS BY THE EMPLOYER;

5 (III) NONPUBLIC AND CONFIDENTIAL LABOR RELATIONS POSITIONS  
6 AND STRATEGIES;

7 (IV) ATTORNEY WORK PRODUCT;

8 (V) VENDOR LISTS AND VENDOR PREFERENCES;

9 (VI) STATE BUSINESS-RELATED INFORMATION RECEIVED FROM A  
10 THIRD PARTY THAT THE THIRD PARTY HAS DESIGNATED CONFIDENTIAL;

11 (VII) INFORMATION AND MATTERS RELATED TO STATE ACTIVE  
12 DUTY ORDERS OF NATIONAL GUARD SOLDIERS AND AIRMEN AND  
13 PERSONNEL DISPUTES SUBJECT TO THE JURISDICTION OF THE UNITED  
14 STATES DEPARTMENT OF DEFENSE;

15 (VIII) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE  
16 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY  
17 A CURRENT OR PROSPECTIVE CONTRACTOR, VENDOR, GRANTEE OR AS PART  
18 OF A PUBLIC-PRIVATE PARTNERSHIP, OR ENTITY WORKING WITH THE STATE  
19 AS PART OF AN ECONOMIC DEVELOPMENT ACTIVITY; OR

20 (IX) INFORMATION BEARING ON THE SPECIALIZED DETAILS OF  
21 SECURITY ARRANGEMENTS OR INVESTIGATIONS INCLUDING FOR ELECTED  
22 OFFICIALS OR OTHER INDIVIDUALS, PHYSICAL INFRASTRUCTURE, OR  
23 CYBERSECURITY;

24 (X) INFORMATION DERIVED FROM COMMUNICATIONS OF THE  
25 EMPLOYER RELATED TO THREATENED OR PENDING LEGAL OR  
26 ADMINISTRATIVE ACTION;

27 (XI) DISCUSSIONS THAT OCCUR IN AN EXECUTIVE SESSION

1 AUTHORIZED BY SECTION 24-6-402; OR

2 (XII) TRADE SECRETS OR INFORMATION DERIVED FROM TRADE

3 SECRETS OR PROPRIETARY INFORMATION OF THE EMPLOYER.

4 (XIII) INFORMATION AND RECORDS NOT SUBJECT TO DISCLOSURE

5 UNDER THE "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF

6 TITLE 24; OR

7 (XIV) TRADE SECRETS OWNED BY THE EMPLOYER.

8 (b) ANY PROVISION IN ANY CONTRACT OR AGREEMENT THAT

9 VIOLATES SUBSECTION (1)(a) OF THIS SECTION OF THIS SECTION IS DEEMED

10 TO BE AGAINST PUBLIC POLICY AND IS UNENFORCEABLE AGAINST AN

11 EMPLOYEE UNLESS THE PROVISION IS INTENDED TO PREVENT DISCLOSURE

12 OF:

13 (I) THE EMPLOYEE'S IDENTITY, FACTS THAT MIGHT LEAD TO THE

14 DISCOVERY OF THE EMPLOYEE'S IDENTITY, OR FACTUAL CIRCUMSTANCES

15 RELATING TO THE EMPLOYMENT THAT REASONABLY IMPLICATE

16 LEGITIMATE PRIVACY INTERESTS OF THE EMPLOYEE WHO IS A PARTY TO

17 THE AGREEMENT IF THE EMPLOYEE ELECTS IN THE EMPLOYEE'S SOLE

18 DISCRETION TO RESTRICT DISCLOSURE OF THE EMPLOYEE'S IDENTITY OR

19 SUCH FACTS AND CIRCUMSTANCES;

20 (II) DATA; INFORMATION, INCLUDING PERSONAL IDENTIFYING

21 INFORMATION, AS DEFINED IN SECTION 24-74-102 (1); OR MATTERS THAT

22 ARE REQUIRED TO BE KEPT CONFIDENTIAL BY FEDERAL LAW OR

23 REGULATIONS, THE STATE CONSTITUTION, STATE LAW, STATE

24 REGULATIONS, OR STATE RULES, OR A COURT OF LAW OR AS

25 ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS, AS PRIVILEGED WORK

26 PRODUCT, AS COMMUNICATIONS RELATED TO A THREATENED OR PENDING

27 LEGAL OR ADMINISTRATIVE ACTION, OR AS MATERIALS RELATED TO

- 1 PERSONNEL OR REGULATORY INVESTIGATIONS BY THE EMPLOYER;
- 2 (III) NONPUBLIC AND CONFIDENTIAL LABOR RELATIONS POSITIONS
- 3 AND STRATEGIES;
- 4 (IV) ATTORNEY WORK PRODUCT;
- 5 (V) VENDOR LISTS AND VENDOR PREFERENCES;
- 6 (VI) STATE BUSINESS-RELATED INFORMATION RECEIVED FROM A
- 7 THIRD PARTY THAT THE THIRD PARTY HAS DESIGNATED CONFIDENTIAL;
- 8 (VII) INFORMATION AND MATTERS RELATED TO STATE ACTIVE
- 9 DUTY ORDERS OF NATIONAL GUARD SOLDIERS AND AIRMEN AND
- 10 PERSONNEL DISPUTES SUBJECT TO THE JURISDICTION OF THE UNITED
- 11 STATES DEPARTMENT OF DEFENSE;
- 12 (VIII) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE
- 13 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY
- 14 A CURRENT OR PROSPECTIVE CONTRACTOR, VENDOR, GRANTEE OR AS PART
- 15 OF A PUBLIC-PRIVATE PARTNERSHIP, OR ENTITY WORKING WITH THE STATE
- 16 AS PART OF AN ECONOMIC DEVELOPMENT ACTIVITY; OR
- 17 (IX) INFORMATION BEARING ON THE SPECIALIZED DETAILS OF
- 18 SECURITY ARRANGEMENTS OR INVESTIGATIONS INCLUDING FOR ELECTED
- 19 OFFICIALS OR OTHER INDIVIDUALS, PHYSICAL INFRASTRUCTURE, OR
- 20 CYBERSECURITY;
- 21 (X) INFORMATION DERIVED FROM COMMUNICATIONS OF THE
- 22 EMPLOYER RELATED TO THREATENED OR PENDING LEGAL OR
- 23 ADMINISTRATIVE ACTION;
- 24 (XI) DISCUSSIONS THAT OCCUR IN AN EXECUTIVE SESSION
- 25 AUTHORIZED BY SECTION 24-6-402; OR
- 26 (XII) TRADE SECRETS OR INFORMATION DERIVED FROM TRADE
- 27 SECRETS OR PROPRIETARY INFORMATION OF THE EMPLOYER.

1 (XIII) INFORMATION AND RECORDS NOT SUBJECT TO DISCLOSURE  
2 UNDER THE "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF  
3 TITLE 24; OR

4 (XIV) TRADE SECRETS OWNED BY THE EMPLOYER.

5 (2) (a) NEITHER THE STATE NOR ANY OF ITS DEPARTMENTS,  
6 INSTITUTIONS, OR AGENCIES SHALL TAKE ANY MATERIALLY ADVERSE  
7 EMPLOYMENT-RELATED ACTION, INCLUDING, WITHOUT LIMITATION,  
8 WITHDRAWAL OF AN OFFER OF EMPLOYMENT, DISCHARGE, SUSPENSION,  
9 DEMOTION, DISCRIMINATION IN THE TERMS, CONDITIONS, OR PRIVILEGES  
10 OF EMPLOYMENT, OR OTHER ADVERSE ACTION AGAINST AN EMPLOYEE ON  
11 THE GROUNDS THAT THE EMPLOYEE DOES NOT ENTER INTO A CONTRACT  
12 OR AGREEMENT DEEMED TO BE AGAINST PUBLIC POLICY AND  
13 UNENFORCEABLE UNDER SUBSECTION (1)(b) OF THIS SECTION. THE TAKING  
14 OF SUCH A MATERIALLY ADVERSE EMPLOYMENT-RELATED ACTION AFTER  
15 AN EMPLOYEE HAS REFUSED TO ENTER INTO SUCH A CONTRACT OR  
16 AGREEMENT IS PRIMA FACIE EVIDENCE OF RETALIATION.

17 (b) ANY EMPLOYER WHO ENFORCES OR ATTEMPTS TO ENFORCE A  
18 PROVISION DEEMED BY A COURT TO BE AGAINST PUBLIC POLICY AND  
19 UNENFORCEABLE PURSUANT TO SUBSECTION (1) OF THIS SECTION IS  
20 LIABLE FOR THE EMPLOYEE'S REASONABLE ATTORNEY FEES AND COSTS IN  
21 DEFENDING AGAINST THE ACTION.

22 (c) AN ACTION TO ENFORCE A PROVISION OF THIS SECTION MUST BE  
23 BROUGHT IN THE DISTRICT COURT FOR THE DISTRICT IN WHICH THE  
24 EMPLOYEE IS PRIMARILY EMPLOYED.

25 (3) A SETTLEMENT AGREEMENT BETWEEN AN EMPLOYER THAT IS  
26 THE STATE OR A DEPARTMENT, INSTITUTION, OR AGENCY OF THE STATE  
27 AND AN EMPLOYEE OF THE STATE OR THE DEPARTMENT, INSTITUTION, OR

1 AGENCY OF THE STATE MUST BE SIGNED BY BOTH THE EMPLOYER AND THE  
2 EMPLOYEE.

3 (4) A NONDISCLOSURE AGREEMENT MUST STATE THAT STATE  
4 EMPLOYEES ARE PROTECTED FROM RETALIATION FOR DISCLOSURE OF  
5 INFORMATION ABOUT STATE AGENCIES THAT ARE WORKING OUTSIDE THE  
6 PUBLIC INTEREST IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE 50.5  
7 OF TITLE 24.

8 (5) A NONDISCLOSURE AGREEMENT MAY NOT PROHIBIT THE  
9 RELEASE OF INFORMATION REQUIRED TO BE RELEASED UNDER THE  
10 "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF TITLE 24.

11 (6) NOTHING IN THIS SECTION PREVENTS AN EMPLOYER FROM  
12 REQUIRING AN EMPLOYEE TO ENTER INTO A NONDISCLOSURE AGREEMENT  
13 WITH A THIRD PARTY IN THE EMPLOYEE'S OFFICIAL CAPACITY AND ON  
14 BEHALF OF THE EMPLOYER.

15 (7) AS USED IN THIS SECTION:

16 (a) "CONDITION OF EMPLOYMENT" MEANS AN EMPLOYMENT-  
17 RELATED POLICY, PRACTICE, REQUIREMENT, OR RESTRICTION DICTATED BY  
18 AN EMPLOYER THAT AN INDIVIDUAL MUST AGREE TO ABIDE BY IN ORDER  
19 TO BE HIRED BY OR RETAIN EMPLOYMENT WITH THE EMPLOYER.

20 (b) "EMPLOYEE" MEANS AN APPLICANT FOR EMPLOYMENT WITH OR  
21 CURRENT OR PAST EMPLOYEE OF THE STATE OR A DEPARTMENT,  
22 INSTITUTION, OR AGENCY OF THE STATE.

23 (c) "THE STATE" INCLUDES WITHOUT LIMITATION EACH OF THE  
24 STATE OFFICERS LISTED IN SECTION 1 OF ARTICLE IV OF THE STATE  
25 CONSTITUTION AS WELL AS THE EXECUTIVE, LEGISLATIVE, AND JUDICIAL  
26 DEPARTMENTS OF THE GOVERNMENT OF THE STATE.

27 **SECTION 4.** In Colorado Revised Statutes, **add** part 16 to article

1 of title 29 as follows:

2 PART 16

3 LOCAL GOVERNMENT NONDISCLOSURE AGREEMENTS

4 **29-1-1601. Nondisclosure agreements - protection of local**  
5 **government employees - definitions.** (1) (a) NEITHER A LOCAL

6 GOVERNMENT NOR A DEPARTMENT, INSTITUTION, OR AGENCY OF A LOCAL  
7 GOVERNMENT SHALL MAKE IT A CONDITION OF EMPLOYMENT THAT AN  
8 EMPLOYEE     EXECUTES A CONTRACT OR OTHER FORM OF AGREEMENT  
9 THAT PROHIBITS, PREVENTS, OR OTHERWISE RESTRICTS THE EMPLOYEE      
10 FROM DISCLOSING FACTUAL CIRCUMSTANCES CONCERNING THE  
11 EMPLOYEE'S EMPLOYMENT WITH THE LOCAL GOVERNMENT OR ANY OF ITS  
12 DEPARTMENTS, INSTITUTIONS, OR AGENCIES UNLESS THE PROHIBITION OR  
13 RESTRICTION IN THE CONTRACT OR AGREEMENT IS NECESSARY TO PREVENT  
14 DISCLOSURE OF:

15 (I) THE EMPLOYEE'S IDENTITY, FACTS THAT MIGHT LEAD TO THE  
16 DISCOVERY OF THE EMPLOYEE'S IDENTITY, OR FACTUAL CIRCUMSTANCES  
17 RELATING TO THE EMPLOYMENT THAT REASONABLY IMPLICATE  
18 LEGITIMATE PRIVACY INTERESTS OF THE EMPLOYEE WHO IS A PARTY TO  
19 THE AGREEMENT IF THE EMPLOYEE ELECTS IN THE EMPLOYEE'S SOLE  
20 DISCRETION TO RESTRICT DISCLOSURE OF THE EMPLOYEE'S IDENTITY OR  
21 SUCH FACTS AND CIRCUMSTANCES;

22 (II) DATA; INFORMATION, INCLUDING PERSONAL IDENTIFYING  
23 INFORMATION, AS DEFINED IN SECTION 24-74-102 (1); OR MATTERS THAT  
24 ARE REQUIRED TO BE KEPT CONFIDENTIAL BY FEDERAL LAW OR  
25 REGULATIONS, THE STATE CONSTITUTION, STATE LAW, STATE  
26 REGULATIONS, OR STATE RULES, OR A COURT OF LAW OR AS  
27 ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS, AS PRIVILEGED WORK

1 PRODUCT, AS COMMUNICATIONS RELATED TO A THREATENED OR PENDING  
2 LEGAL OR ADMINISTRATIVE ACTION, OR AS MATERIALS RELATED TO  
3 PERSONNEL OR REGULATORY INVESTIGATIONS BY THE EMPLOYER;

4 (III) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE  
5 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY  
6 A CURRENT OR PROSPECTIVE CONTRACTOR, VENDOR, GRANTEE OR AS PART  
7 OF A PUBLIC-PRIVATE PARTNERSHIP, OR ENTITY WORKING WITH THE STATE  
8 AS PART OF AN ECONOMIC DEVELOPMENT ACTIVITY; OR

9 (IV) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE  
10 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY  
11 AN EMPLOYER'S CURRENT OR PROSPECTIVE CUSTOMER, CONTRACTOR,  
12 LESSEE, LESSOR, BUSINESS PARTNER, OR AFFILIATE;

13 (V) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE  
14 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY  
15 A PURCHASER OR SELLER OF PROPERTY THAT IS ENGAGED IN  
16 NEGOTIATIONS OR UNDER CONTRACT WITH THE EMPLOYER; OR

17 (VI) INFORMATION BEARING ON THE SPECIALIZED DETAILS OF  
18 SECURITY ARRANGEMENTS OR CRIMINAL INVESTIGATIONS INCLUDING FOR  
19 ELECTED OFFICIALS OR OTHER INDIVIDUALS, PHYSICAL INFRASTRUCTURE,  
20 OR CYBERSECURITY;

21 (VII) INFORMATION DERIVED FROM COMMUNICATIONS OF THE  
22 EMPLOYER RELATED TO THREATENED OR PENDING LEGAL OR  
23 ADMINISTRATIVE ACTION;

24 (VIII) DISCUSSIONS THAT OCCUR IN AN EXECUTIVE SESSION  
25 AUTHORIZED BY SECTION 24-6-402; OR

26 (IX) TRADE SECRETS OR INFORMATION DERIVED FROM TRADE  
27 SECRETS OR PROPRIETARY INFORMATION OF THE EMPLOYER.

1 (X) INFORMATION AND RECORDS NOT SUBJECT TO DISCLOSURE  
2 UNDER THE "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF  
3 TITLE 24; OR

4 (XI) TRADE SECRETS OWNED BY THE EMPLOYER.

5 (b) ANY PROVISION IN ANY CONTRACT OR AGREEMENT THAT  
6 VIOLATES SUBSECTION (1)(a) OF THIS SECTION OF THIS SECTION IS DEEMED  
7 TO BE AGAINST PUBLIC POLICY AND IS UNENFORCEABLE AGAINST AN  
8 EMPLOYEE UNLESS THE PROVISION IS INTENDED TO PREVENT DISCLOSURE  
9 OF:

10 (I) THE EMPLOYEE'S IDENTITY, FACTS THAT MIGHT LEAD TO THE  
11 DISCOVERY OF THE EMPLOYEE'S IDENTITY, OR FACTUAL CIRCUMSTANCES  
12 RELATING TO THE EMPLOYMENT THAT REASONABLY IMPLICATE  
13 LEGITIMATE PRIVACY INTERESTS OF THE EMPLOYEE WHO IS A PARTY TO  
14 THE AGREEMENT IF THE EMPLOYEE ELECTS IN THE EMPLOYEE'S SOLE  
15 DISCRETION TO RESTRICT DISCLOSURE OF THE EMPLOYEE'S IDENTITY OR  
16 SUCH FACTS AND CIRCUMSTANCES;

17 (II) DATA; INFORMATION, INCLUDING PERSONAL IDENTIFYING  
18 INFORMATION, AS DEFINED IN SECTION 24-74-102 (1); OR MATTERS THAT  
19 ARE REQUIRED TO BE KEPT CONFIDENTIAL BY FEDERAL LAW OR  
20 REGULATIONS, THE STATE CONSTITUTION, STATE LAW, STATE  
21 REGULATIONS, OR STATE RULES, OR A COURT OF LAW OR AS  
22 ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS, AS PRIVILEGED WORK  
23 PRODUCT, AS COMMUNICATIONS RELATED TO A THREATENED OR PENDING  
24 LEGAL OR ADMINISTRATIVE ACTION, OR AS MATERIALS RELATED TO  
25 PERSONNEL OR REGULATORY INVESTIGATIONS BY THE EMPLOYER;

26 (III) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE  
27 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY

1 A CURRENT OR PROSPECTIVE CONTRACTOR, VENDOR, GRANTEE OR AS PART  
2 OF A PUBLIC-PRIVATE PARTNERSHIP, OR ENTITY WORKING WITH THE STATE  
3 AS PART OF AN ECONOMIC DEVELOPMENT ACTIVITY; OR

4 (IV) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE  
5 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY  
6 AN EMPLOYER'S CURRENT OR PROSPECTIVE CUSTOMER, CONTRACTOR,  
7 LESSEE, LESSOR, BUSINESS PARTNER, OR AFFILIATE;

8 (V) TRADE SECRETS OR OTHER CONFIDENTIAL OR SENSITIVE  
9 INFORMATION PROVIDED TO OR MADE ACCESSIBLE TO THE EMPLOYEE BY  
10 A PURCHASER OR SELLER OF PROPERTY THAT IS ENGAGED IN  
11 NEGOTIATIONS OR UNDER CONTRACT WITH THE EMPLOYER; OR

12 (VI) INFORMATION BEARING ON THE SPECIALIZED DETAILS OF  
13 SECURITY ARRANGEMENTS OR CRIMINAL INVESTIGATIONS INCLUDING FOR  
14 ELECTED OFFICIALS OR OTHER INDIVIDUALS, PHYSICAL INFRASTRUCTURE,  
15 OR CYBERSECURITY;

16 (VII) INFORMATION DERIVED FROM COMMUNICATIONS OF THE  
17 EMPLOYER RELATED TO THREATENED OR PENDING LEGAL OR  
18 ADMINISTRATIVE ACTION;

19 (VIII) DISCUSSIONS THAT OCCUR IN AN EXECUTIVE SESSION  
20 AUTHORIZED BY SECTION 24-6-402; OR

21 (IX) TRADE SECRETS OR INFORMATION DERIVED FROM TRADE  
22 SECRETS OR PROPRIETARY INFORMATION OF THE EMPLOYER.

23 (X) INFORMATION AND RECORDS NOT SUBJECT TO DISCLOSURE  
24 UNDER THE "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF  
25 TITLE 24; OR

26 (XI) TRADE SECRETS OWNED BY THE EMPLOYER.

27 (2) (a) NEITHER A LOCAL GOVERNMENT NOR A DEPARTMENT, AN

1 INSTITUTION, OR AN AGENCY OF A LOCAL GOVERNMENT SHALL TAKE ANY  
2 MATERIALLY ADVERSE EMPLOYMENT-RELATED ACTION, INCLUDING,  
3 WITHOUT LIMITATION, WITHDRAWAL OF AN OFFER OF EMPLOYMENT,  
4 DISCHARGE, SUSPENSION, DEMOTION, DISCRIMINATION IN THE TERMS,  
5 CONDITIONS, OR PRIVILEGES OF EMPLOYMENT, OR OTHER ADVERSE ACTION  
6 AGAINST AN EMPLOYEE ON THE GROUNDS THAT THE EMPLOYEE DOES NOT  
7 ENTER INTO A CONTRACT OR AGREEMENT DEEMED TO BE AGAINST PUBLIC  
8 POLICY AND UNENFORCEABLE UNDER SUBSECTION (1)(b) OF THIS SECTION.  
9 THE TAKING OF SUCH A MATERIALLY ADVERSE EMPLOYMENT-RELATED  
10 ACTION AFTER AN EMPLOYEE HAS REFUSED TO ENTER INTO SUCH A  
11 CONTRACT OR AGREEMENT IS PRIMA FACIE EVIDENCE OF RETALIATION.

12 (b) ANY EMPLOYER WHO ENFORCES OR ATTEMPTS TO ENFORCE A  
13 PROVISION DEEMED BY A COURT AGAINST PUBLIC POLICY AND  
14 UNENFORCEABLE PURSUANT TO SUBSECTION (1) OF THIS SECTION IS  
15 LIABLE FOR THE EMPLOYEE'S REASONABLE ATTORNEY FEES AND COSTS IN  
16 DEFENDING AGAINST THE ACTION.

17 (c) AN ACTION TO ENFORCE A PROVISION OF THIS SECTION MUST BE  
18 BROUGHT IN THE DISTRICT COURT FOR THE DISTRICT IN WHICH THE  
19 EMPLOYEE IS PRIMARILY EMPLOYED.

20 (3) A SETTLEMENT AGREEMENT BETWEEN AN EMPLOYER THAT IS  
21 A LOCAL GOVERNMENT OR A DEPARTMENT, INSTITUTION, OR AGENCY OF  
22 A LOCAL GOVERNMENT AND AN EMPLOYEE OF THE LOCAL GOVERNMENT  
23 OR THE DEPARTMENT, INSTITUTION, OR AGENCY OF THE LOCAL  
24 GOVERNMENT MUST BE SIGNED BY BOTH THE EMPLOYER AND THE  
25 EMPLOYEE.

26 (4) A NONDISCLOSURE AGREEMENT MAY NOT PROHIBIT THE  
27 RELEASE OF INFORMATION REQUIRED TO BE RELEASED UNDER THE

1 "COLORADO OPEN RECORDS ACT", PART 2 OF ARTICLE 72 OF TITLE 24.

2 (5) NOTHING IN THIS SECTION PREVENTS AN EMPLOYER FROM  
3 REQUIRING AN EMPLOYEE TO ENTER INTO A NONDISCLOSURE AGREEMENT  
4 WITH A THIRD PARTY IN THE EMPLOYEE'S OFFICIAL CAPACITY AND ON  
5 BEHALF OF THE EMPLOYER.

6 (6) AS USED IN THIS SECTION:

7 (a) "CONDITION OF EMPLOYMENT" MEANS AN  
8 EMPLOYMENT-RELATED POLICY, PRACTICE, REQUIREMENT, OR  
9 RESTRICTION DICTATED BY AN EMPLOYER THAT AN INDIVIDUAL MUST  
10 AGREE TO ABIDE BY IN ORDER TO BE HIRED BY OR RETAIN EMPLOYMENT  
11 WITH THE EMPLOYER.

12 (b) "EMPLOYEE" MEANS AN APPLICANT FOR EMPLOYMENT WITH OR  
13 CURRENT OR PAST EMPLOYEE OF A LOCAL GOVERNMENT OR A  
14 DEPARTMENT, INSTITUTION, OR AGENCY OF A LOCAL GOVERNMENT.

15 (c) "LOCAL GOVERNMENT" MEANS A STATUTORY OR HOME RULE  
16 COUNTY, A CITY AND COUNTY, OR A STATUTORY OR HOME RULE  
17 MUNICIPALITY.

18 **SECTION 5. Act subject to petition - effective date -**  
19 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following  
20 the expiration of the ninety-day period after final adjournment of the  
21 general assembly; except that, if a referendum petition is filed pursuant  
22 to section 1 (3) of article V of the state constitution against this act or an  
23 item, section, or part of this act within such period, then the act, item,  
24 section, or part will not take effect unless approved by the people at the  
25 general election to be held in November 2024 and, in such case, will take  
26 effect on the date of the official declaration of the vote thereon by the  
27 governor.

1           (2) This act applies to contracts and agreements entered into,  
2 renewed, modified, or amended on or after the applicable effective date  
3 of this act.