

## Direct Primary Care Model State Legislation

Section \_\_\_\_\_ Direct Primary Care Agreements

The people of the state of \_\_\_\_\_ enact:

(1) Definitions: As used in this section:

(a) "Primary care provider" means an individual or other legal entity that is licensed, registered, or otherwise authorized to provide primary care services in this state under [your state code]. Primary care provider includes an individual or other legal entity alone or with others professionally associated with the individual or other legal entity.

(b) "Direct primary care agreement" means a written agreement between a primary care provider and an individual patient, or his or her legal representative, in which the health care provider agrees to provide primary care services to the individual patient for an agreed-upon fee and period of time.

(c) A "direct primary care" practice: (1) charges a periodic fee for services, (2) does not bill any third parties on a fee for service basis, and (3) may not charge a per visit charge that is more than the monthly equivalent of the periodic fee.

(d) Periodic fees for a direct primary care agreement may be paid for by an employer or payer of health benefits.

(i) In any such agreement, the provider shall agree not to seek reimbursement for any services already covered by the direct primary care agreement.

(ii) Any direct primary care agreement under section (1) (d) of this act must be accompanied by an agreement between the patient and the direct primary care provider or practice.

(e) "Primary care service" includes, but is not limited to, the screening, assessment, diagnosis, and treatment for the purpose of promotion of health or the detection and management of disease or injury within the competency and training of the primary care provider as defined in (state \_\_\_\_\_) law (section \_\_\_\_\_).

(2) A direct primary care agreement is not insurance: A direct primary care agreement is an agreement for medical services and is not insurance and is not subject to [your state insurance code]. Entering into a direct primary care agreement is not the business of insurance and is not subject to [your state insurance code].

(3) Licensed provider: A direct primary care primary care provider or agent of a such provider is licensed by the board of medicine of (state \_\_\_\_\_) as a primary care provider and is not required to obtain a certificate of authority or other license under this act to market, sell, or offer to sell a direct primary care agreement.

(4) Requirements: To be considered a direct primary care agreement for the purposes of this section, the agreement must meet all the following requirements:

- (a) be in writing;
- (b) be signed by the primary care provider or agent of the primary care provider and the individual patient or his or her legal representative;
- (c) allow either party to terminate the agreement on written notice to the other party;
- (d) describe the scope of primary care services that are covered by the periodic fee;
- (e) specify the periodic fee and any additional fees outside of the periodic fee for ongoing care under the agreement;
- (f) specify the duration of the agreement, any automatic renewal periods, and require that no more than twelve months of the periodic fee be paid in advance;
- (g) upon discontinuing the agreement all unearned funds are returned to the patient; and
- (h) prominently state in writing that the agreement is not health insurance.

(5) Patient protections: A direct primary care practice may not decline to accept new direct primary care patients or discontinue care to existing patients solely because of the patient's health status. A direct primary care practice may decline to accept a patient if the practice has reached its maximum capacity, or if the patient's medical condition is such that the provider is unable to provide the appropriate level and type of primary care services the patient requires. If a direct primary care practice provides a patient notice and opportunity to obtain care from another physician, the direct primary care practice may discontinue care for direct primary care patients under the following conditions:

- (a) the patient fails to pay the periodic fee;
- (b) the patient has performed an act of fraud;
- (c) the patient repeatedly fails to adhere to any recommended treatment plan;
- (d) the patient is abusive and presents an emotional or physical danger to the staff or other patients of the direct practice; or
- (e) the direct primary care practice discontinues operation as a direct primary care practice.