

## Direct Primary Care Coalition Model State Legislation

### Model State Legislation: 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 \_\_\_\_\_. 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 contract 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. 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.) any per visit charge must be less than the monthly equivalent of the periodic fee.

(c) "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.

(2) Direct primary care agreement: A medical direct primary care agreement 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) A primary care provider or agent of a health care provider is not required to obtain a certificate of authority or license under this act to market, sell, or offer to sell a direct primary care agreement.

(4) To be considered a direct primary care agreement for the purposes of this section, the agreement must meet all of 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. Upon discontinuing the agreement all unearned funds are returned to the patient.
- (g) Prominently state in writing that the agreement is not health insurance.

(5) Acceptance or discontinuance of patients: Direct primary care practices 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 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. So long as the direct primary care practice provides the patient notice and opportunity to obtain care from another physician, the direct primary care practice may discontinue care for direct primary care patients if (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 the 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.

