

IN THE SENATE

SENATE BILL NO. 1062, As Amended, As Amended

BY COMMERCE AND HUMAN RESOURCES COMMITTEE

AN ACT

1 RELATING TO HEALTH CARE; AMENDING TITLE 39, IDAHO CODE, BY THE ADDITION OF A  
2 NEW CHAPTER 92, TITLE 39, IDAHO CODE, TO PROVIDE A SHORT TITLE, TO DE-  
3 CLARE PUBLIC POLICY AND TO PROVIDE THAT DIRECT PRIMARY CARE AGREEMENTS  
4 DO NOT CONSTITUTE INSURANCE, TO DEFINE TERMS, TO SPECIFY THAT DIRECT  
5 PRIMARY CARE AGREEMENTS INCLUDE CERTAIN PROVISIONS, TO PROHIBIT DIRECT  
6 PRIMARY CARE PROVIDERS FROM BILLING INSURERS FOR DIRECT PRIMARY CARE,  
7 TO PROVIDE THAT DIRECT PRIMARY CARE AGREEMENTS SHALL NOT BE REGULATED  
8 AS INSURANCE, TO PROVIDE THAT DIRECT PRIMARY CARE AGREEMENTS INCLUDE  
9 A DISCLAIMER, TO RESTRICT SALES OR TRANSFERS OF DIRECT PRIMARY CARE  
10 AGREEMENTS AND TO CLARIFY THE EFFECT OF THIS CHAPTER.  
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12 Be It Enacted by the Legislature of the State of Idaho:

13 SECTION 1. That Title 39, Idaho Code, be, and the same is hereby amended  
14 by the addition thereto of a NEW CHAPTER, to be known and designated as Chap-  
15 ter 92, Title 39, Idaho Code, and to read as follows:

16 CHAPTER 92  
17 IDAHO DIRECT PRIMARY CARE ACT

18 39-9201. SHORT TITLE. This chapter shall be known and may be cited as  
19 the "Idaho Direct Primary Care Act."

20 39-9202. PUBLIC POLICY. It is the policy of the state of Idaho to  
21 promote personal responsibility for health care and the cost-effective  
22 delivery of medical services by encouraging innovative use of direct pa-  
23 tient-provider practices for primary medical care. Direct patient-provider  
24 practices utilize a model of periodic fees for provider access and medical  
25 management over time, rather than simply a fee for visit or procedure service  
26 model. Some patients and individual primary care providers may wish to es-  
27 tablish direct agreements with one another as an alternative to traditional  
28 fee-for-service care financed through health insurance. The purpose of this  
29 act is to confirm that direct patient-provider agreements that satisfy the  
30 provisions of this chapter do not constitute insurance.

31 39-9203. DEFINITIONS. For purposes of this chapter, the following  
32 definitions apply:

33 (1) "Direct fee" means an agreed-upon fee charged by a primary care  
34 provider as consideration for providing and being available to provide di-  
35 rect primary care services described in a direct primary care agreement.

36 (2) "Direct primary care agreement" means a written contract between a  
37 primary care provider and an individual patient or a patient's representa-  
38 tive in which the primary care provider agrees to provide direct primary care

1 services to the patient over a specified period of time for payment of a di-  
2 rect fee.

3 (3) "Direct primary care services" means those services that a primary  
4 care provider is licensed or otherwise legally authorized to provide and may  
5 include, but are not limited to, such services as screening, assessment, di-  
6 agnosis and treatment for the purpose of promoting health; detection, man-  
7 agement and care of disease or injury; or routine preventive or diagnostic  
8 dental treatment. Such services may be provided in a primary care provider's  
9 office, the patient's home or other locations where a patient visit with the  
10 primary care provider needs to occur.

11 (4) "Patient" means a person who is entitled to receive direct primary  
12 care services under a direct care agreement.

13 (5) "Patient's representative" means a person identified in section  
14 39-4504(1) (a) through (g), Idaho Code.

15 (6) "Primary care provider" means a natural person licensed or other-  
16 wise legally authorized to provide health care services in the state of Idaho  
17 in the field of pediatrics, family medicine, internal medicine or dentistry,  
18 who provides such services either alone or in professional association with  
19 others in a form and within a scope permitted by such licensure or legal au-  
20 thorization for the provision of such services, and who enters into a direct  
21 primary care agreement.

22 39-9204. DIRECT PRIMARY CARE AGREEMENT PROVISIONS. (1) A direct pri-  
23 mary care agreement shall identify:

24 (a) The primary care provider and the patient;

25 (b) The general scope of services as well as the specific services to be  
26 provided by the primary care provider;

27 (c) The location or locations where services are to be provided;

28 (d) The amount of the direct fee and the time interval at which it is to  
29 be paid; and

30 (e) The term of the agreement and the conditions upon which it may be  
31 terminated by the primary care provider. The agreement shall be ter-  
32 minable at will by written notice from the patient to the primary care  
33 provider.

34 (2) If a party provides written notice of termination of the direct pri-  
35 mary care agreement, the primary care provider shall refund to the patient  
36 all unearned direct fees within thirty (30) days following the notice of ter-  
37 mination.

38 39-9205. INSURANCE BILLING PROHIBITED. Neither the patient nor the  
39 primary care provider shall submit a bill to an insurer for the services pro-  
40 vided under a direct primary care agreement.

41 39-9206. AGREEMENTS NOT CLASSIFIED AS INSURANCE. Direct primary care  
42 agreements are not subject to regulation as insurance under title 41, Idaho  
43 Code.

44 39-9207. DISCLAIMER. A direct primary care agreement shall include  
45 the following disclaimer: "This agreement does not provide health insurance  
46 coverage, including the minimal essential coverage required by applicable

1 federal law. It provides only the services described herein. It is recom-  
2 mended that health care insurance be obtained to cover medical services not  
3 provided for under this direct primary care agreement."

4 39-9208. RESTRICTIONS ON TRANSFER. A direct primary care agreement  
5 may not be sold or transferred by the primary care provider without the  
6 written consent of the patient and may be transferred only to another pri-  
7 mary care provider. A direct primary care agreement may not be sold to a  
8 group, employer or group of subscribers because it is an individual agree-  
9 ment between a primary care provider and a patient. These limitations do  
10 not prohibit the presentation of marketing materials to groups of potential  
11 patients or their representatives but said marketing materials are subject  
12 to chapter 6, title 48, Idaho Code.

13 39-9209. EFFECT OF THIS CHAPTER. This chapter does not prohibit health  
14 care providers who are not primary care providers from entering into agree-  
15 ments with patients to the extent such agreements do not violate the provi-  
16 sions of title 41, Idaho Code.