
LEGISLATURE OF THE STATE OF IDAHO
Sixty-third Legislature First Regular Session - 2015

AN ACT
RELATING TO HEALTH CARE; AMENDING TITLE 39, IDAHO CODE, BY THE
ADDITION OF A NEW CHAPTER 92, TITLE 39, IDAHO CODE, TO PROVIDE A
SHORT TITLE, TO DECLARE PUBLIC POLICY AND TO PROVIDE THAT DIRECT
PRIMARY CARE AGREEMENTS DO NOT CONSTITUTE INSURANCE, TO DEFINE
TERMS, TO SPECIFY THAT DIRECT PRIMARY CARE AGREEMENTS INCLUDE
CERTAIN PROVISIONS, TO PROHIBIT MEDICAL PROVIDERS FROM BILLING
INSURERS FOR DIRECT PRIMARY CARE, TO PROVIDE THAT DIRECT PRIMARY
CARE AGREEMENTS SHALL NOT BE REGULATED AS INSURANCE, TO PROVIDE
THAT DIRECT PRIMARY CARE AGREEMENTS INCLUDE A DISCLAIMER, TO
RESTRICT SALES OR TRANSFERS OF DIRECT PRIMARY CARE AGREEMENTS AND
TO SPECIFY THE EFFECT OF THIS CHAPTER.

Be It Enacted by the Legislature of the State of Idaho:

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

CHAPTER 92
IDAHO DIRECT PRIMARY CARE ACT

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

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

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

(1) "Direct primary care agreement" means a written contract between a primary care provider and an individual patient or a patient's representative in which the primary care provider agrees to provide direct primary care services to the patient over a specified period of time for payment of a direct fee.

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

(3) "Direct primary care services" means those services that a primary care provider is licensed or otherwise legally authorized to provide and may include, but are not limited to, such services as screening, assessment, diagnosis and treatment for the purpose of promoting health, and detection, management and care of disease or injury, ~~which services are rendered in the primary care provider's office or the patient's home.~~

(4) "Primary care provider" means a natural person (or a natural person practicing in a legal form allowed by such person's license) who is licensed or otherwise legally authorized to provide health care services in the state of Idaho in the field of dentistry, pediatrics, family practice, general practice of medicine, obstetrics and gynecology or internal medicine, who provides such services either alone or in professional association with others in a form and within a scope permitted by such licensure or legal authorization for the provision of such services, and who enters into a direct primary care agreement.

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

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

39-9204. DIRECT PRIMARY CARE AGREEMENT PROVISIONS. (1) A direct primary care agreement shall identify:

- (a) The primary care provider and the patient;
- (b) The general scope of services as well as the specific services to be provided by the primary care provider;
- (c) The location or locations where services are to be provided;
- (d) The amount of the direct fee and the time interval at which it is to be paid; and
- (e) The term of the agreement and the conditions upon which it may be terminated by the primary care provider. The agreement shall be terminable at will by written notice from the patient to the primary care provider.

(2) If a party provides written notice of termination of the direct primary care agreement, the primary care provider shall refund to the patient all unearned direct fees within thirty (30) days following the notice of termination.

39-9205. INSURANCE BILLING PROHIBITED. Neither the patient nor

the primary care provider shall submit a bill to an insurer for the services provided under a direct primary care agreement; however, a patient may submit a request for reimbursement to an insurer if permitted under a policy of insurance. This limitation does not prohibit a direct primary care provider from billing insurance for services not provided under a direct primary care agreement.

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

39-9207. DISCLAIMER. A direct primary care agreement shall include the following disclaimer: "This agreement does not provide health insurance coverage, including the minimal essential coverage required by applicable federal law. It provides only the services described herein. It is recommended that health care insurance be obtained to cover medical services not provided for under this direct primary care agreement."

39-9208. RESTRICTIONS ON TRANSFER. A direct primary care agreement may not be ~~sold or~~ transferred by either party the primary care provider without the written consent of the ~~patient~~ other party and may be transferred by a primary care provider only to another primary care provider. A direct primary care agreement may not be sold to a group, employer or group of subscribers because it is an individual agreement between a primary care provider and a patient. These limitations do not prohibit the presentation of marketing materials to groups of potential patients or their representatives ~~but said marketing materials are subject to chapter 6, title 48, Idaho Code.~~

39-9209 EFFECT OF THIS CHAPTER. The purpose of this chapter is to assure that primary care providers who comply with this chapter do not violate any provision of title 41, Idaho Code. Nothing in this chapter shall be construed to prohibit health care providers who are not primary care providers from entering into direct care agreements with patients to the extent such agreements do not violate the provisions of title 41, Idaho Code.