

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

INTRODUCED

LLS NO. 17-0485.01 Kristen Forrestal x4217

HOUSE BILL 17-1115

HOUSE SPONSORSHIP

Buck, McKean

SENATE SPONSORSHIP

(None),

House Committees

Health, Insurance, & Environment

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING THE ESTABLISHMENT OF DIRECT PRIMARY HEALTH CARE**
102 **AGREEMENTS TO OPERATE WITHOUT REGULATION BY THE**
103 **DIVISION OF INSURANCE.**

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 establishes parameters under which a direct primary care agreement (agreement) may be implemented. An agreement may be entered into between a direct primary health care provider (provider) and a patient for the payment of a periodic fee and for a specified period of time. The provider must be a licensed, registered, or certified individual

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters indicate new material to be added to existing statute.
Dashes through the words indicate deletions from existing statute.

or entity authorized to provide primary care services.

The bill establishes that the agreement is not the business of insurance or the practice of underwriting and does not fall under regulation of the division of insurance. The bill outlines the conditions under which a provider may discontinue care to a patient.

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

2 **SECTION 1.** In Colorado Revised Statutes, **add** 10-16-145 as
3 follows:

4 **10-16-145. Direct primary care agreements - not subject to**
5 **regulation by division of insurance - definitions.** (1) AS USED IN THIS
6 SECTION:

7 (a) "DIRECT PRIMARY CARE AGREEMENT" MEANS A CONTRACT
8 BETWEEN A DIRECT PRIMARY HEALTH CARE PROVIDER AND AN INDIVIDUAL
9 PATIENT OR HIS OR HER LEGAL REPRESENTATIVE IN WHICH THE HEALTH
10 CARE PROVIDER AGREES TO PROVIDE PRIMARY CARE SERVICES TO THE
11 INDIVIDUAL PATIENT FOR AN AGREED-UPON PERIODIC FEE AND PERIOD OF
12 TIME. THE AGREEMENT DESCRIBES THE PRIMARY CARE SERVICES TO BE
13 PROVIDED, THE AMOUNT OF THE FEE THAT MAY BE PAID BY A THIRD
14 PARTY, AND THE PERIOD OF TIME OF THE AGREEMENT.

15 (b) "DIRECT PRIMARY HEALTH CARE PROVIDER" MEANS AN
16 INDIVIDUAL OR LEGAL ENTITY THAT IS LICENSED, REGISTERED, OR
17 OTHERWISE AUTHORIZED TO PROVIDE PRIMARY CARE SERVICES IN THIS
18 STATE AND WHO CHOOSES TO ENTER INTO A DIRECT PRIMARY CARE
19 AGREEMENT. "DIRECT PRIMARY HEALTH CARE PROVIDER" INCLUDES AN
20 INDIVIDUAL PRIMARY HEALTH CARE PROVIDER, PROFESSIONAL
21 CORPORATION, PROVIDER NETWORK, OR OTHER LEGAL ENTITY.

22 (c) "PRIMARY CARE SERVICE" MEANS, BUT IS NOT LIMITED TO, THE
23 SCREENING, ASSESSMENT, DIAGNOSIS, AND TREATMENT OF THE PATIENT

1 FOR THE PURPOSE OF PROMOTING HEALTH OR THE DETECTION AND
2 MANAGEMENT OF DISEASE OR INJURY WITHIN THE COMPETENCY AND
3 TRAINING OF THE DIRECT PRIMARY HEALTH CARE PROVIDER.

4 (2) A DIRECT PRIMARY CARE AGREEMENT IS NOT INSURANCE AND
5 IS NOT SUBJECT TO REGULATION BY THE DIVISION OF INSURANCE.
6 OFFERING OR ENTERING INTO A DIRECT PRIMARY CARE AGREEMENT IS NOT
7 THE BUSINESS OF INSURANCE OR THE PRACTICE OF INSURANCE
8 UNDERWRITING.

9 (3) A DIRECT PRIMARY HEALTH CARE PROVIDER OR AGENT OF THE
10 HEALTH CARE PROVIDER IS NOT REQUIRED TO OBTAIN A CERTIFICATE OF
11 AUTHORITY OR LICENSE TO MARKET, SELL, OR OFFER TO SELL A DIRECT
12 PRIMARY CARE AGREEMENT PURSUANT TO THIS SECTION.

13 (4) A DIRECT PRIMARY HEALTH CARE PROVIDER MAY NOT DECLINE
14 TO ENTER INTO A DIRECT PRIMARY CARE AGREEMENT WITH A PATIENT, OR
15 TO DISCONTINUE AN EXISTING PATIENT, BECAUSE OF THE PATIENT'S HEATH
16 STATUS. A DIRECT PRIMARY HEALTH CARE PROVIDER MAY DECLINE TO
17 ACCEPT A NEW PATIENT IF THE PRACTICE HAS REACHED ITS MAXIMUM
18 CAPACITY OR THE PATIENT'S MEDICAL CONDITION IS SUCH THAT THE
19 PROVIDER IS UNABLE TO PROVIDE THE APPROPRIATE LEVEL AND TYPE OF
20 PRIMARY CARE SERVICES THAT THE PATIENT REQUIRES. SO LONG AS THE
21 DIRECT PRIMARY HEALTH CARE PROVIDER PROVIDES NOTICE TO THE
22 PATIENT AND AN OPPORTUNITY FOR THE PATIENT TO OBTAIN CARE FROM
23 ANOTHER DIRECT PRIMARY HEALTH CARE PROVIDER, THE DIRECT PRIMARY
24 HEALTH CARE PROVIDER MAY DISCONTINUE CARE FOR THE PATIENT IF:

- 25 (a) THE PATIENT FAILS TO PAY THE PERIODIC FEE;
- 26 (b) THE PATIENT HAS COMMITTED FRAUD OR MISREPRESENTATION
27 IN CONNECTION WITH THE DIRECT PRIMARY CARE AGREEMENT;

1 (c) THE PATIENT REPEATEDLY FAILS TO ADHERE TO THE
2 RECOMMENDED TREATMENT PLAN; OR

3 (d) THE DIRECT PRIMARY HEALTH CARE PROVIDER DISCONTINUES
4 OPERATION AS A DIRECT PRIMARY HEALTH CARE PROVIDER.

5 **SECTION 2. Act subject to petition - effective date.** This act
6 takes effect at 12:01 a.m. on the day following the expiration of the
7 ninety-day period after final adjournment of the general assembly (August
8 9, 2017, if adjournment sine die is on May 10, 2017); except that, if a
9 referendum petition is filed pursuant to section 1 (3) of article V of the
10 state constitution against this act or an item, section, or part of this act
11 within such period, then the act, item, section, or part will not take effect
12 unless approved by the people at the general election to be held in
13 November 2018 and, in such case, will take effect on the date of the
14 official declaration of the vote thereon by the governor.