

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

ENGROSSED

*This Version Includes All Amendments Adopted
on Second Reading in the House of Introduction*

LLS NO. 17-0485.01 Kristen Forrestal x4217

HOUSE BILL 17-1115

HOUSE SPONSORSHIP

Buck and Ginal, McKean

SENATE SPONSORSHIP

Kefalas and Tate,

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.

HOUSE
Amended 2nd Reading
March 8, 2017

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.

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

SECTION 1. Legislative declaration. (1) The general assembly hereby finds that:

(a) It is the public policy of the state of Colorado to promote access to medical care for all its citizens by encouraging innovative, cost-saving arrangements;

(b) Direct primary care providers use a model of health care delivery based on a periodic fee for a specified period of time, rather than a fee-for-service arrangement financed through health insurance; and

(c) Direct primary care services represent an option that can improve access to affordable primary care services, thereby increasing the health and well-being of patients.

(2) Therefore, it is the intent of the general assembly to establish direct primary health care agreements to operate without regulation by the division of insurance.

SECTION 2. In Colorado Revised Statutes, **add** 6-1-728 as follows:

6-1-728. Primary care agreements - providers - discrimination - definitions. (1) AS USED IN THIS SECTION:

(a) "DIRECT PRIMARY CARE AGREEMENT" MEANS A WRITTEN AGREEMENT THAT:

(I) IS BETWEEN A PATIENT, HIS OR HER LEGAL REPRESENTATIVE, A GOVERNMENT ENTITY, OR A PATIENT'S EMPLOYER AND A DIRECT PRIMARY

1 HEALTH CARE PROVIDER;

2 (II) DISCLOSES AND DESCRIBES TO THE PATIENT AND TO THE
3 PERSON PAYING THE DIRECT PRIMARY CARE FEE THE PRIMARY CARE
4 SERVICES TO BE PROVIDED IN EXCHANGE FOR PAYMENT OF A PERIODIC FEE;

5 (III) SPECIFIES THE PERIODIC FEE REQUIRED AND ANY ADDITIONAL
6 FEES THAT MAY BE CHARGED;

7 (IV) MAY ALLOW THE PERIODIC FEE AND ANY ADDITIONAL FEES TO
8 BE PAID BY A THIRD PARTY;

9 (V) PROHIBITS THE PROVIDER FROM SUBMITTING A
10 FEE-FOR-SERVICE CLAIM FOR PAYMENT TO A HEALTH INSURANCE ISSUER
11 FOR PRIMARY CARE SERVICES COVERED UNDER THE AGREEMENT AND
12 STATES THAT SOME SERVICES MAY BE A COVERED BENEFIT OR COVERED
13 SERVICE UNDER THE PATIENT'S HEALTH BENEFIT PLAN AS DEFINED IN
14 SECTION 10-16-102, AT NO COST TO THE PATIENT;

15 (VI) CONSPICUOUSLY AND PROMINENTLY DISCLOSES TO ALL
16 PARTIES SUBJECT TO THE AGREEMENT THAT IT IS NOT HEALTH INSURANCE
17 AND DOES NOT MEET ANY INDIVIDUAL HEALTH BENEFIT PLAN MANDATE
18 THAT MAY BE REQUIRED BY FEDERAL LAW AND THE PATIENT IS NOT
19 ENTITLED TO HEALTH INSURANCE PROTECTIONS FOR CONSUMERS UNDER
20 TITLE 10; AND

21 (VII) ALLOWS EITHER PARTY TO TERMINATE THE AGREEMENT, IN
22 WRITING AND WITH NOTICE, AS SPECIFIED IN THE AGREEMENT AND
23 SUBJECT TO REFUND TERMS AND CONDITIONS IN THE AGREEMENT.

24 (b) "PRIMARY CARE SERVICE" INCLUDES THE SCREENING,
25 ASSESSMENT, DIAGNOSIS, AND TREATMENT FOR THE PURPOSE OF
26 PROMOTION OF HEALTH OR THE DETECTION AND MANAGEMENT OF DISEASE
27 OR INJURY WITHIN THE COMPETENCY AND TRAINING OF THE PRIMARY CARE

1 PROVIDER.

2 (c) "DIRECT PRIMARY HEALTH CARE PROVIDER" MEANS AN
3 INDIVIDUAL OR LEGAL ENTITY THAT IS LICENSED UNDER ARTICLE 36 OR 38
4 OF TITLE 12 TO PROVIDE PRIMARY CARE SERVICES IN THIS STATE AND WHO
5 ENTERS INTO A DIRECT PRIMARY CARE AGREEMENT. "DIRECT PRIMARY
6 HEALTH CARE PROVIDER" INCLUDES AN INDIVIDUAL PRIMARY CARE
7 PROVIDER OR OTHER LEGAL ENTITY, ALONE OR WITH OTHERS
8 PROFESSIONALLY ASSOCIATED WITH THE INDIVIDUAL OR OTHER LEGAL
9 ENTITY.

10 (2) (a) DIRECT PRIMARY CARE IS NOT INSURANCE AND IS NOT
11 REGULATED BY THE COMMISSIONER OF INSURANCE PURSUANT TO TITLE 10.

12 (b) DIRECT PRIMARY CARE PROVIDERS AND DIRECT PRIMARY CARE
13 AGREEMENTS THAT COMPLY WITH THIS ARTICLE 1 SHALL NOT BE
14 CONSIDERED TO BE A HEALTH MAINTENANCE ORGANIZATION, INSURER,
15 INSURANCE PRODUCER, OR INSURANCE AND ARE NOT SUBJECT TO TITLE 10.

16 (c) OFFERING OR ENTERING INTO A DIRECT PRIMARY CARE
17 AGREEMENT IS NOT THE BUSINESS OF INSURANCE OR THE PRACTICE OF
18 UNDERWRITING.

19 (d) A DIRECT PRIMARY HEALTH CARE PROVIDER OR AGENT OF A
20 DIRECT PRIMARY HEALTH CARE PROVIDER IS NOT REQUIRED TO OBTAIN A
21 CERTIFICATE OF AUTHORITY OR LICENSE TO MARKET, SELL, OR OFFER TO
22 SELL A DIRECT PRIMARY CARE AGREEMENT.

23 (3) A DIRECT PRIMARY CARE PROVIDER MAY:

24 (a) DECLINE TO ACCEPT PATIENTS WHOSE HEALTH NEEDS EXCEED
25 THE PRIMARY CARE SERVICES OFFERED BY THE DIRECT PRIMARY HEALTH
26 CARE PROVIDER; AND

27 (b) TERMINATE A DIRECT PRIMARY CARE AGREEMENT IF THE

1 TERMINATION ALLOWS FOR THE TRANSITION OF CARE TO ANOTHER HEALTH
2 CARE PROVIDER COMMENSURATE WITH THE STANDARDS OF PROFESSIONAL
3 RESPONSIBILITY WITHIN THE STATE.

4 (4) (a) A DIRECT PRIMARY CARE PROVIDER MAY NOT DISCRIMINATE
5 IN THE SELECTION OF PATIENTS ON THE BASIS OF AGE, CITIZENSHIP STATUS,
6 COLOR, DISABILITY, GENDER OR GENDER IDENTITY, GENETIC
7 INFORMATION, HEALTH STATUS, NATIONAL ORIGIN, RACE, RELIGION, SEX,
8 SEXUAL ORIENTATION, OR ANY OTHER PROTECTED CLASS.

9 (b) A DIRECT PRIMARY CARE PROVIDER MAY NOT ENTER INTO A
10 DIRECT PRIMARY CARE AGREEMENT WITH A PERSON WHO IS CURRENTLY A
11 RECIPIENT OF MEDICAID SERVICES.

12 (5) THIS SECTION DOES NOT PREVENT A DIRECT PRIMARY CARE
13 PROVIDER FROM PROVIDING PRIMARY CARE TO PATIENTS WHO ARE NOT
14 PARTY TO A DIRECT PRIMARY CARE AGREEMENT.

15 **SECTION 3. Act subject to petition - effective date.** This act
16 takes effect at 12:01 a.m. on the day following the expiration of the
17 ninety-day period after final adjournment of the general assembly (August
18 9, 2017, if adjournment sine die is on May 10, 2017); except that, if a
19 referendum petition is filed pursuant to section 1 (3) of article V of the
20 state constitution against this act or an item, section, or part of this act
21 within such period, then the act, item, section, or part will not take effect
22 unless approved by the people at the general election to be held in
23 November 2018 and, in such case, will take effect on the date of the
24 official declaration of the vote thereon by the governor.