

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

REREVISED

*This Version Includes All Amendments
Adopted in the Second House*

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

Business, Labor, & Technology

SENATE
Amended 3rd Reading
April 3, 2017

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.**

SENATE
Amended 2nd Reading
March 29, 2017

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>.)

HOUSE
3rd Reading Unamended
March 9, 2017

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

HOUSE
Amended 2nd Reading
March 8, 2017

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.

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** article 23 to title 6 as follows:

ARTICLE 23

Direct Primary Care

6-23-101. 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

1 GOVERNMENT ENTITY, OR A PATIENT'S EMPLOYER AND A DIRECT PRIMARY
2 HEALTH CARE PROVIDER;

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

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

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

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

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

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

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

1 OR INJURY WITHIN THE COMPETENCY AND TRAINING OF THE PRIMARY CARE
2 PROVIDER.

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

11 **6-23-102. Direct primary care - not regulated by the division**
12 **of insurance.** (1) DIRECT PRIMARY CARE IS NOT INSURANCE AND IS NOT
13 REGULATED BY THE COMMISSIONER OF INSURANCE PURSUANT TO TITLE 10.

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

18 (3) OFFERING OR ENTERING INTO A DIRECT PRIMARY CARE
19 AGREEMENT IS NOT THE BUSINESS OF INSURANCE OR THE PRACTICE OF
20 UNDERWRITING.

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

25 **6-23-103. Direct primary care provider rights.** (1) A DIRECT
26 **PRIMARY CARE PROVIDER MAY:**

27 (a) DECLINE TO ACCEPT PATIENTS WHOSE HEALTH NEEDS EXCEED

1 THE PRIMARY CARE SERVICES OFFERED BY THE DIRECT PRIMARY HEALTH
2 CARE PROVIDER; AND

3 (b) TERMINATE A DIRECT PRIMARY CARE AGREEMENT IF THE
4 TERMINATION ALLOWS FOR THE TRANSITION OF CARE TO ANOTHER HEALTH
5 CARE PROVIDER COMMENSURATE WITH THE STANDARDS OF PROFESSIONAL
6 RESPONSIBILITY WITHIN THE STATE.

7 **6-23-104. Direct primary care providers - prohibitions.** (1) A
8 DIRECT PRIMARY CARE PROVIDER MAY NOT DISCRIMINATE IN THE
9 SELECTION OF PATIENTS ON THE BASIS OF AGE, CITIZENSHIP STATUS,
10 COLOR, DISABILITY, GENDER OR GENDER IDENTITY, GENETIC
11 INFORMATION, HEALTH STATUS, NATIONAL ORIGIN, RACE, RELIGION, SEX,
12 SEXUAL ORIENTATION, OR ANY OTHER PROTECTED CLASS.

13 (2) DIRECT PRIMARY CARE PROVIDERS ARE SUBJECT TO SECTION
14 25.5-4-301.

15 (3) THIS SECTION DOES NOT PREVENT A DIRECT PRIMARY CARE
16 PROVIDER FROM PROVIDING PRIMARY CARE TO PATIENTS WHO ARE NOT
17 PARTY TO A DIRECT PRIMARY CARE AGREEMENT.

18 **6-23-105. Enforcement.** THIS ARTICLE 23 IS NOT SUBJECT TO
19 ENFORCEMENT BY THE ATTORNEY GENERAL OR THE DISTRICT ATTORNEY
20 PURSUANT TO THIS TITLE 6.

21 **SECTION 3. Act subject to petition - effective date.** This act
22 takes effect at 12:01 a.m. on the day following the expiration of the
23 ninety-day period after final adjournment of the general assembly (August
24 9, 2017, if adjournment sine die is on May 10, 2017); except that, if a
25 referendum petition is filed pursuant to section 1 (3) of article V of the
26 state constitution against this act or an item, section, or part of this act
27 within such period, then the act, item, section, or part will not take effect

1 unless approved by the people at the general election to be held in
2 November 2018 and, in such case, will take effect on the date of the
3 official declaration of the vote thereon by the governor.