SENATE
STATE OF MINNESOTA
NINETY-FIRST SESSION

S.F. No. 277

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DATE	D-PG	OFFICIAL STATUS
01/17/2019	118	Introduction and first reading
		Referred to Commerce and Consumer Protection Finance and Policy
03/13/2019	818a	Comm report: To pass as amended
	853	Second reading
04/04/2019	2167	Special Order
	2171	Third reading Passed

1.1 A bill for an act

1.2 relating to health care; establishing direct primary care service agreements;
1.3 amending Minnesota Statutes 2018, sections 62A.01, by adding a subdivision;
1.4 62A.011, subdivision 3; proposing coding for new law in Minnesota Statutes,
1.5 chapter 62Q.

1.6 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.7 Section 1. Minnesota Statutes 2018, section 62A.01, is amended by adding a subdivision
1.8 to read:

1.9 Subd. 5. **Direct primary care service agreements.** (a) A direct primary care service
1.10 agreement under section 62Q.20 is not insurance and is not subject to this chapter. Entering
1.11 into a direct primary care service agreement is not the business of insurance and is not
1.12 subject to this chapter or chapter 60A.

1.13 (b) A health care provider or agent of a health care provider is not required to obtain a
1.14 certificate of authority or license under this chapter or chapter 60A, 62C, 62D, or 62N, to
1.15 market, sell, or offer to sell a direct primary care service agreement that meets the
1.16 requirements of section 62Q.20.

1.17 Sec. 2. Minnesota Statutes 2018, section 62A.011, subdivision 3, is amended to read:

1.18 Subd. 3. **Health plan.** "Health plan" means a policy or certificate of accident and sickness
1.19 insurance as defined in section 62A.01 offered by an insurance company licensed under
1.20 chapter 60A; a subscriber contract or certificate offered by a nonprofit health service plan
1.21 corporation operating under chapter 62C; a health maintenance contract or certificate offered
1.22 by a health maintenance organization operating under chapter 62D; a health benefit certificate
1.23 offered by a fraternal benefit society operating under chapter 64B; or health coverage offered

2.1 by a joint self-insurance employee health plan operating under chapter 62H. Health plan
2.2 means individual and group coverage, unless otherwise specified. Health plan does not
2.3 include coverage that is:

2.4 (1) limited to disability or income protection coverage;

2.5 (2) automobile medical payment coverage;

2.6 (3) liability insurance, including general liability insurance and automobile liability
2.7 insurance, or coverage issued as a supplement to liability insurance;

2.8 (4) designed solely to provide payments on a per diem, fixed indemnity, or
2.9 non-expense-incurred basis, including coverage only for a specified disease or illness or
2.10 hospital indemnity or other fixed indemnity insurance, if the benefits are provided under a
2.11 separate policy, certificate, or contract for insurance; there is no coordination between the
2.12 provision of benefits and any exclusion of benefits under any group health plan maintained
2.13 by the same plan sponsor; and the benefits are paid with respect to an event without regard
2.14 to whether benefits are provided with respect to such an event under any group health plan
2.15 maintained by the same plan sponsor;

2.16 (5) credit accident and health insurance as defined in section 62B.02;

2.17 (6) designed solely to provide hearing, dental, or vision care;

2.18 (7) blanket accident and sickness insurance as defined in section 62A.11;

2.19 (8) accident-only coverage;

2.20 (9) a long-term care policy as defined in section 62A.46 or 62S.01;

2.21 (10) issued as a supplement to Medicare, as defined in sections 62A.3099 to 62A.44, or
2.22 policies, contracts, or certificates that supplement Medicare issued by health maintenance
2.23 organizations or those policies, contracts, or certificates governed by section 1833 or 1876,
2.24 section 1851, et seq.; or section 1860D-1, et seq., of title XVIII of the federal Social Security
2.25 Act, et seq., as amended;

2.26 (11) workers' compensation insurance;

2.27 (12) issued solely as a companion to a health maintenance contract as described in section
2.28 62D.12, subdivision 1a, so long as the health maintenance contract meets the definition of
2.29 a health plan;

2.30 (13) coverage for on-site medical clinics; ~~or~~

3.1 (14) coverage supplemental to the coverage provided under United States Code, title
3.2 10, chapter 55, Civilian Health and Medical Program of the Uniformed Services
3.3 (CHAMPUS).; or

3.4 (15) coverage provided under a direct primary care service agreement described under
3.5 section 62Q.20.

3.6 Sec. 3. **[62Q.20] DIRECT PRIMARY CARE SERVICE AGREEMENT.**

3.7 Subdivision 1. **Definitions.** (a) For purposes of this section, the following terms have
3.8 the meanings given.

3.9 (b) "Direct primary care service agreement" or "direct agreement" means a written
3.10 agreement entered into between a direct primary care practice and a direct patient, or the
3.11 direct patient's legal representative, in which the primary care direct practice charges a direct
3.12 fee as consideration for being available to provide and for providing direct primary care
3.13 services to the direct patient.

3.14 (c) "Direct fee" means a fee charged by a direct primary care practice as consideration
3.15 for being available to provide and for providing primary care services to a direct patient as
3.16 specified in the direct agreement.

3.17 (d) "Direct patient" means an individual who is party to a direct agreement and is entitled
3.18 to receive primary care services under the direct agreement from the direct primary care
3.19 practice.

3.20 (e) "Direct primary care practice" or "direct practice" means a primary care provider
3.21 who furnishes primary care services through a direct agreement.

3.22 (f) "Primary care provider" means a physician who is licensed under chapter 147 or an
3.23 advanced practice registered nurse licensed under sections 148.171 to 148.285, authorized
3.24 to engage in independent practice, and who is qualified to provide primary care services.
3.25 This term includes an individual primary care provider or a group of primary care providers.

3.26 (g) "Primary care services" means:

3.27 (1) routine health care services including screening, assessment, diagnosis, and treatment
3.28 for the purpose of the promotion of health, and the detection and management of disease
3.29 or injury within the competency and training of the primary care provider;

3.30 (2) medical supplies and prescription drugs that are administered or dispensed in the
3.31 primary care provider's office or clinic; and

4.1 (3) laboratory work, including routine blood screening and routine pathology screening
4.2 performed by a laboratory that is either associated with the direct primary care practice, or
4.3 is not associated with the direct primary care practice, but has entered into a contract with
4.4 the practice to provide laboratory work without charging a fee to the patient for the laboratory
4.5 work.

4.6 Subd. 2. **Direct primary care services agreement requirements.** (a) To be considered
4.7 a direct primary care service agreement for purposes of this section, the direct agreement
4.8 must:

4.9 (1) be in writing;

4.10 (2) be signed by the primary care provider or agent of the primary care practice and the
4.11 direct patient or the patient's legal representative;

4.12 (3) allow either party to terminate the direct agreement upon written notice to the other
4.13 party according to subdivision 3;

4.14 (4) describe the scope of the primary care services that are to be covered under the direct
4.15 agreement;

4.16 (5) specify the fee to be paid on a monthly basis or as specified in the direct agreement;

4.17 (6) specify the duration of the direct agreement; and

4.18 (7) not be subject to automatic renewal.

4.19 (b) The direct agreement must clearly state that a direct primary care service agreement
4.20 is not considered health insurance, does not meet the requirements of federal law mandating
4.21 individuals to purchase health insurance, and that the fees charged in the agreement may
4.22 not be reimbursed or applied towards a deductible under a health plan offered through a
4.23 health plan company.

4.24 Subd. 3. **Acceptance and discontinuance of patients.** (a) A direct practice may not
4.25 decline to accept a new patient or discontinue care to an existing patient solely on the basis
4.26 of the patient's health status. A direct practice may decline to accept a patient if:

4.27 (1) the practice has reached its maximum capacity;

4.28 (2) the patient's medical condition is such that the practice is unable to provide appropriate
4.29 level and type of primary care services the patient requires; or

4.30 (3) the patient has previously terminated a direct agreement with the direct practice
4.31 within the preceding year.

5.1 (b) A direct patient or the patient's legal representative may terminate a direct agreement
5.2 for any reason by providing written notice to the direct practice. Termination of the direct
5.3 agreement is effective the first day of the month following the month the termination notice
5.4 is provided to the direct practice. A direct practice may decline to accept the direct patient
5.5 as a patient if the patient has terminated a previous direct agreement with the direct practice
5.6 within the preceding year.

5.7 (c) A direct practice may terminate the direct agreement only if the direct patient:

5.8 (1) fails to pay the monthly fee;

5.9 (2) has performed an act of fraud; or

5.10 (3) is abusive and presents an emotional or physical danger to the staff or other patients.

5.11 The direct practice must promptly provide notice of termination to the direct patient or the
5.12 patient's legal representative stating the reason for the termination and the effective date of
5.13 the termination.

5.14 (d) Notwithstanding paragraph (c), a direct practice may also discontinue care to a direct
5.15 patient if the direct practice discontinues operation as a direct primary care practice. Notice
5.16 must be provided to the direct patient or the patient's legal representative specifying the
5.17 effective date of termination. Notice must be sufficient to provide the patient with the
5.18 opportunity to obtain care from another provider.

5.19 Subd. 4. **Direct fees.** (a) The direct fee charged must represent the total amount due for
5.20 all primary care services specified in the direct agreement provided to the direct patient
5.21 within the specified time period. The direct fee must not vary from patient to patient based
5.22 on the patient's health status or sex. The direct fee may be paid by the direct patient, the
5.23 patient's legal representative, or on the patient's behalf by a third party. The direct fee may
5.24 be billed at the end of each monthly period or may be paid in advance for a period not to
5.25 exceed 12 months.

5.26 (b) If a patient chooses to pay the monthly fee in advance, the funds must be held by the
5.27 direct practice in a trust account with the monthly fee paid to the direct practice as earned
5.28 at the end of each month.

5.29 (c) Upon receipt of a written notice of termination of the direct agreement from a direct
5.30 patient or the patient's legal representative, the direct practice must promptly refund the
5.31 unearned amount of the direct fees held in trust. If the direct practice discontinues care for
5.32 any reason described under subdivision 4, the direct practice must promptly refund to the
5.33 direct patient the unearned amount of the direct fees held in trust and at a prorated amount

6.1 of the direct fee earned for the current month based on the date the notice for termination
6.2 was sent to the direct patient or the direct patient's legal representative.

6.3 (d) A direct practice shall not increase the monthly fee that has been negotiated with an
6.4 existing direct patient more frequently than on an annual basis. A direct practice must
6.5 provide advance notice of at least 60 days to existing patients of any change in the direct
6.6 fee.

6.7 Subd. 5. **Conduct of business.** (a) A direct practice must maintain appropriate accounts
6.8 regarding payments made and services received by a direct patient and upon request provide
6.9 any data requested to the direct patient or the patient's legal representative.

6.10 (b) A direct practice must not submit a claim for payment to a health plan company for
6.11 a primary care service provided to a direct patient that is covered by a direct agreement.

6.12 (c) No person shall make, publish, or disseminate any false, deceptive, or misleading
6.13 representation or advertising related to the business of a direct practice.

6.14 (d) No person shall make, issue, or circulate, or cause to be made, issued, or circulated,
6.15 a misrepresentation of the terms of a direct agreement or the benefits or advantages promised,
6.16 or use the name or title of a direct agreement misrepresenting the nature of the direct
6.17 agreement.

6.18 Subd. 6. **Other care not prohibited.** A direct primary care practice is not prohibited
6.19 from providing services to other patients under a separate contract with a health plan
6.20 company.

6.21 Subd. 7. **Enforcement.** A violation of this section shall constitute unprofessional conduct
6.22 and may be grounds for disciplinary action under chapters 147 and 148.