

62Q.20 DIRECT PRIMARY CARE SERVICE AGREEMENT.

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

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

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

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

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

(f) "Primary care provider" means a physician who is licensed under chapter 147 or an advanced practice registered nurse licensed under chapter 148, who is authorized to engage in independent practice, and who is qualified to provide primary care services. This term includes an individual primary care provider or a group of primary care providers.

(g) "Primary care services" means:

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

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

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

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

(1) be in writing;

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

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

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

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

(6) specify the duration of the direct agreement.

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

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

- (1) the practice has reached its maximum capacity;
- (2) the patient's medical condition is such that the practice is unable to provide the level and type of primary care services the patient requires; or
- (3) the patient has previously terminated a direct agreement with the direct practice within the preceding year.

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

(c) A direct practice may terminate a direct agreement for any reason by providing written notice to the direct patient or the direct patient's representative. A direct practice must provide notice of termination at least 30 days prior to the effective date of termination.

(d) A direct practice may discontinue care to a direct patient if the direct practice discontinues operation as a direct primary care practice. Notice must be provided to the direct patient or the patient's legal representative specifying the effective date of termination. Notice must be sufficient to provide the patient with the opportunity to obtain care from another provider.

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

(b) Upon receipt of a written notice of termination of the direct agreement from a direct patient or the patient's legal representative, the direct practice must promptly refund the unearned amount of the direct fees. If the direct practice discontinues care for any reason described under subdivision 3, the direct practice must promptly refund to the direct patient the unearned amount of the direct fees at a prorated amount of the direct fee earned for the current month based on the date the notice for termination was sent to the direct patient or the direct patient's legal representative.

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

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

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

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

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

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

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

History: 2026 c 127 art 14 s 3; 2026 c 131 s 3

NOTE: This section, as added by Laws 2026, chapter 127, article 14, section 3, is effective August 1, 2027. Laws 2026, chapter 131, section 3.