Direct Primary Care (DPC)

Direct Primary Care Agreements.

Subdivision 1. **Not regulated as insurance.** A direct primary care agreement does not constitute a health plan, a policy or certificate of accident and sickness insurance, a subscriber contract or service plan, a health maintenance contract or certificate, a health benefit certificate, or health coverage. Direct primary care agreements and primary care providers who are a party to a direct primary care agreement are, with respect to those agreements, exempt from all rules or laws regulating a health plan, a policy or certificate of accident and sickness insurance, a subscriber contract or service plan, a health maintenance contract or certificate, a health benefit certificate, or health coverage.

Subd. 2. **Definition.** For purposes of this section, “direct primary care agreement” means a written agreement that:

1. is between a patient or the patient’s legal representative and a primary care provider;
2. allows either party to terminate the agreement in writing, without penalty or payment of a termination fee, at any time or after notice of not more than 60 days as specified in the agreement;
3. describes the health care services to be provided in exchange for the patient’s payment of a periodic fee to the primary care provider;
4. specifies the periodic fee required and any additional fees that may be charged;
5. permits the periodic fee and any additional fees to be paid by a third party;
6. prohibits the primary care provider from charging or receiving additional compensation for health care services included in the periodic fee; and
7. conspicuously and prominently states that the direct primary care agreement does not constitute health insurance and does not satisfy the individual health insurance mandate that may be required by federal law.