

HCS HB 769 -- DIRECT HEALTH CARE SERVICES

This bill defines a "medical retainer agreement" as a contract between a physician and an individual patient or the individual patient's legal representative in which the physician agrees to provide certain health care services described in the agreement to the individual patient for an agreed-upon fee and period of time. A medical retainer agreement is not insurance, entering into a medical retainer agreement is not the business of insurance, and a physician or agent of a physician is not required to obtain a certificate of authority or license to market, sell, or offer to sell a medical retainer agreement.

To be considered a medical retainer agreement, the agreement must meet all of the following requirements:

- (1) Be in writing;
- (2) Be signed by the physician or agent of the physician and the individual patient or the individual patient's legal representative;
- (3) Allow either party to terminate the agreement on written notice to the other party;
- (4) Describe the specific health care services that are included in the agreement;
- (5) Specify the fee for the agreement;
- (6) Specify the period of time under the agreement; and
- (7) Prominently state in writing that the agreement is not health insurance.

Any patient who enters into a medical retainer agreement under these provisions may use funds from his or her health savings account (HSA), flexible spending arrangement (FSA), or health reimbursement arrangement (HRA), to pay the fees under the patient's medical retainer agreement, subject to any federal or state law regarding qualified expenditures from a HSA, FSA, or HRA. The employer of an employee with a HSA, FSA, or HRA may make contributions to the employee's HSA, FSA, or HRA to cover all or a portion of the agreed-upon fees under the employee's medical retainer agreement, subject to any federal or state restrictions, or may pay the agreed-upon fees directly to the physician under the medical retainer agreement.

These provisions must not be construed as prohibiting, limiting, or

otherwise restricting a physician in a collaborative practice arrangement from entering into a medical retainer agreement.