A BILL TO BE ENTITLED
AN ACT EXEMPTING MEDICAL DIRECT PRIMARY CARE FROM REGULATION BY
THE DEPARTMENT OF INSURANCE.

The General Assembly of North Carolina enacts:

SECTION 1. Article 3 of Chapter 58 of the General Statutes is amended by adding
a new section to read:

"§ 58-3-8. Medical direct primary care agreements not subject to this Chapter.

(a) Definitions. – The following definitions apply in this section:

(1) Medical direct primary care agreement. – A contract between a primary care
provider and an individual patient, a family, or an individual patient's legal
representative in which the primary care provider agrees to provide primary
services to the individual patient or family for a specified fee and a
specified period of time. Under a medical direct primary care agreement, a
direct primary care provider charges a specified periodic fee for health care
services and does not bill any third parties on a fee-for-service basis.

(2) Primary care provider. – An individual or other legal entity that is licensed,
registered, or otherwise authorized to provide primary health care services in
this State under Chapter 90 of the General Statutes. This includes an individual
or other legal entity alone or with others professionally associated with the
individual or other legal entity.

(3) Primary care service. – Includes, but is not limited to, the screening,
assessment, diagnosis, and treatment of a patient for the promotion of health
or the detection and management of disease or injury within the scope of
practice of the primary care provider.

(b) A medical direct primary care agreement is not insurance and is not subject to the
provisions of this Chapter. Entering into a medical direct primary care agreement is not the
business of insurance and is not subject to the provisions of this Chapter.

(c) Primary care providers and their agents shall not be required to be licensed or certified
under this Chapter to market, sell, or offer to sell direct primary care agreements.

(d) A medical direct primary care agreement under this section must do all of the
following:

(1) Be in writing.

(2) Be signed by the primary care provider, or the provider's agent, and the
individual patient, an adult member of the family, or the individual patient's
legal representative.
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<tr>
<td>1</td>
<td>(3)</td>
<td>Allow either party to terminate the agreement with written notice to the other party.</td>
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<td>3</td>
<td>(4)</td>
<td>Specify the periodic fee for the agreement.</td>
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<td>(5)</td>
<td>Specify the primary care services that are included in the agreement and covered by the specified periodic fee.</td>
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<td>6</td>
<td>(6)</td>
<td>Specify the duration of the agreement and any automatic renewal periods.</td>
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<td>Prominently state in writing that the agreement is not health insurance.</td>
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<td>8</td>
<td>SECTION 2.</td>
<td>This act is effective when it becomes law.</td>
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