

2021 Kansas Statutes

65-4978. **Medical retainer agreement; definitions; requirements; notice.** (a) As used in this section:

(1) "Health care provider" means a person licensed under the healing arts act as specified by K.S.A. 65-2802(d), and amendments thereto. Health care provider includes an individual or other legal entity alone or with others professionally associated with the individual or other legal entity.

(2) "Medical retainer agreement" means a contract between a health care provider and an individual patient or patient's legal representative in which the health care provider agrees to provide routine health care services to the individual patient for an agreed-upon fee and period of time.

(3) "Routine health care service" means only the following:

(A) Screening, assessment, diagnosis and treatment for the purpose of promotion of health or the detection and management of disease or injury;

(B) medical supplies and prescription drugs that are dispensed in a health care provider's office or facility site;

(C) laboratory work including routine blood screening or routine pathology screening performed by a laboratory that meets either of the following requirements:

(i) Is associated with the health care provider that is a party to the medical retainer agreement; or

(ii) if not associated with the health care provider, has entered into an agreement with the health care provider that is a party to the medical retainer agreement to provide the laboratory work without charging a fee to the patient for the laboratory work.

(b) (1) A medical retainer agreement is not insurance and shall not be subject to any provisions of chapter 40 of the Kansas Statutes Annotated, and amendments thereto. Entering into a medical retainer agreement is not the business of insurance and is not subject to any provisions of chapter 40 of the Kansas Statutes Annotated, and amendments thereto.

(2) A health care provider or agent of a health care provider is not required to obtain a certificate of authority or license under chapter 40 of the Kansas Statutes Annotated, and amendments thereto, to market, sell or offer to sell a medical retainer agreement.

(3) To be considered a medical retainer agreement for the purposes of this section, the agreement must meet all of the following requirements:

(A) Be in writing;

(B) be signed by the health care provider or agent of the health care provider and the individual patient or such patient's legal representative;

(C) allow either party to terminate the agreement on written notice to the other party;

(D) describe and quantify the specific routine health care services that are included in the agreement;

(E) specify the fee for the agreement;

(F) specify the period of time under the agreement;

(G) prominently state in writing that the agreement is not health insurance;

(H) prohibit the health care provider and the patient from billing an insurer or other third party payer for the services provided under the agreement; and

(I) prominently state in writing that the individual patient must pay the provider for all services not specified in the agreement and not otherwise covered by insurance.

(c) At the top of the first page of the medical retainer agreement, the language shall prominently state in writing, in boldface type in 10 point font or greater and in the following form with all words capitalized:

NOTICE: THIS MEDICAL RETAINER AGREEMENT DOES NOT CONSTITUTE INSURANCE, IS NOT A MEDICAL PLAN THAT PROVIDES HEALTH INSURANCE COVERAGE FOR PURPOSES OF THE FEDERAL PATIENT PROTECTION AND AFFORDABLE CARE ACT AND COVERS ONLY LIMITED, ROUTINE HEALTH CARE SERVICES AS DESIGNATED IN THIS AGREEMENT.

This notice shall be followed by a short, parallel line which shall be initialed by the patient or the patient's legal representative to indicate the patient or patient's legal representative has read the notice statement.

History: L. 2015, ch. 46, § 1; July 1.