

**HOUSE . . . . . No.**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

*Mark J. Cusack*

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to patient access to primary care services.

PETITION OF:

| NAME:                 | DISTRICT/ADDRESS:  | DATE ADDED:      |
|-----------------------|--------------------|------------------|
| <i>Mark J. Cusack</i> | <i>5th Norfolk</i> | <i>1/16/2025</i> |

**HOUSE . . . . . No.**

[Pin Slip]

**The Commonwealth of Massachusetts**

**In the One Hundred and Ninety-Fourth General Court  
(2025-2026)**

An Act relative to patient access to primary care services.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 SECTION 1. The Massachusetts General Laws, as appearing in the 2022 Official Edition,  
2 is hereby amended by inserting after chapter 176X, the following chapter:-

3 CHAPTER 176Y. Consumer choice of direct primary care.

4 Section 1. Definitions

5 As used in this chapter the following words shall, unless the context clearly requires  
6 otherwise, have the following meanings:

7 "Direct primary care provider", an individual or legal entity that is licensed, registered or  
8 otherwise authorized to provide primary care services in this state and who chooses to enter into  
9 a direct primary care membership agreement. This includes, but is not limited to, an individual  
10 primary care provider or other legal entity alone or with others professionally associated with the  
11 individual or other legal entity.

12 "Direct primary care membership agreement", a contractual agreement between a primary  
13 care provider and an individual patient, or his or her legal representative, in which:

14 i. The provider agrees to provide primary care services to the individual patient for an  
15 agreed-to fee over an agreed-to period of time;

16 ii. The direct primary care provider will not bill third parties on a fee-for-service basis;  
17 and

18 iii. Any per-visit charges under the agreement will be less than the monthly equivalent of  
19 the periodic fee.

20 Section 2. A direct primary care membership agreement shall include the following:

21 i. Is between a patient or their legal representative and a health care provider;

22 ii. Allows either party to terminate the agreement in writing, without penalty or payment  
23 of a termination fee, at any time or after notice as specified in the agreement which notice shall  
24 not exceed sixty (60) days;

25 iii. Describes the health care services to be provided in exchange for payment of a  
26 periodic fee;

27 iv. Specifies the periodic fee required and any additional fees that may be charged;

28 v. May allow the periodic fee and any additional fees to be paid by a third party;

29 vi. Prohibits the provider from charging or receiving additional compensation for health  
30 care services included in the periodic fee; and

31           vii. Conspicuously and prominently states that the agreement is not health insurance and  
32 does not meet any individual health insurance mandate that may be required by federal law.