

**JOINT COMMITTEE ON FINANCIAL SERVICES  
2025-2026 (194<sup>th</sup>) BILL SUMMARY**

**Bill No:** H1120

**Title:** AN ACT RELATIVE TO PATIENT ACCESS TO PRIMARY CARE SERVICES

**Sponsor:** Rep. Mark J. Cusack (*Braintree*)

**Hearing Date:** July 15, 2025

**Reporting Deadline:** August 13, 2025

**Prior History:** None

**Similar Matters:** H1343 (Walsh)

**CURRENT LAW:**

*M.G.L. c. 176Y Licensing and Regulation of Pharmacy Benefit Managers*

*One Big Beautiful Bill Act (OBBBA) 2025*

This act clarifies that since direct primary care arrangements (DPCs) are not insurance, they are exempted from state insurance regulations. The act recognizes that DPC fees are qualified medical expenses eligible for payment through Health Savings Accounts (HSAs). The act establishes a DPC fee structure capped at \$150. per month per individual or \$300. per month for arrangements covering more than one individual.

**SUMMARY:**

SECTION 1. Adds a new chapter to the general laws:

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

Section 1. Definitions

This section defines “direct primary care provider” as an individual or legal entity legally authorized to do business in Massachusetts who elects to enter into a direct primary care membership agreement.

The section defines direct “primary care membership agreement” as a contract between a primary care provider and a patient or their legal representative in which the provider agrees to provide services for an agreed to fee over an agreed to period. The direct primary care provider will not bill third parties and per visit charges will be less than the monthly fees.

Section 2. Describes the parameters of the direct primary care membership agreement.

It will be between a patient or their legal representative and a health care provider. It will allow either party to terminate the agreement in writing, without penalty or payment of a termination fee, at any time or after notice as specified in the agreement, not to exceed 60 days. It will describe the health care services to be provided in exchange for payment of a periodic fee. It will specify the periodic fee required and any additional fees that may be charged and that such fees

may be paid by a third party. It will prohibit the provider from charging or receiving additional compensation for health care services included in the periodic fee. It will conspicuously and prominently state that the agreement is not health insurance and does not meet any individual health insurance mandate that may be required by federal law.