

**31A-4-106.5 Medical retainer agreements.**

(1) For purposes of this section:

(a) "Medical retainer agreement" means a written contract:

(i) between:

(A) except as provided in Subsection (1)(b)(iii)(B), a natural person or a professional corporation, alone or with others professionally associated with the natural person or professional corporation; and

(B) an individual patient or a patient's representative; and

(ii) in which:

(A) the person described in Subsection (1)(a)(i)(A) agrees to provide routine health care services to the individual patient for an agreed upon fee and period of time; and

(B) either party to the contract may terminate the agreement upon written notice to the other party.

(b) "Routine health care services" include:

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

(ii) supplies and prescription drugs that are dispensed in a health care provider's office; and

(iii) laboratory work, such as routine blood screening or routine pathology screening performed by a laboratory that:

(A) is associated with the health care provider entering into the medical retainer agreement;  
or

(B) if not associated with the health care provider, has entered into an agreement with the health care provider to provide the laboratory work without charging a fee to the patient for the laboratory work.

(2) A medical retainer agreement exempt from the provisions of Subsection 31A-4-106(2) shall:

(a) describe the specific routine health care services that are included in the contract;

(b) prominently state in writing that the retainer agreement is not health insurance; and

(c) prohibit the health care provider, but not the patient, from billing an insurer for the services provided under the medical retainer agreement.

Enacted by Chapter 50, 2012 General Session