Risk Assessment for DPC Network Partners

Twelve risk categories, explicit answers, contractual remedies

Purpose. *Direct Primary Care networks evaluating a JetPatient partnership face a specific risk profile distinct from a TPA, employer, or broker. This document walks the twelve risk categories a DPC CEO will raise at the board level, with explicit answers and the contractual remedies that back them. Honest 'in progress with counsel' framing is used where appropriate.*

1. Clinical risk

The risk that a partner-routed member experiences a clinical adverse event in connection with the JetPatient-routed procedure.

Mitigation	47-point pre-credentialing of every JetPatient partner facility (clinical outcomes, surgeon volume, ar
Wrap policy	Per-case medical-tourism reinsurance wrap (A-rated carrier) covering complications, re-admission,
SLA	24×7 in-country coordinator. Re-admission to original facility at JetPatient's expense within 90 days

2. Regulatory risk (federal)

AKS, Stark, federal corporate-practice-of-medicine doctrine, and CMS interactions.

AKS	JetPatient takes no provider-side revenue share for plan referrals. Per-case fee is structured as a c
Stark	Not applicable — JetPatient is not a Medicare-billing entity; routed procedures are not billed to Med
CMS	JetPatient does not interact with CMS programs directly. Partners with Medicare populations may o

3. Regulatory risk (state, Texas-specific)

Texas Medical Board, Texas Insurance Code, and Texas corporate-practice-of-medicine doctrine.

TMB	TMB takes no formal position on physician referrals to international care; standard 'referral to any s
Tex. Ins. Code	Self-funded ERISA plans are not Texas Insurance Code-regulated; JetPatient does not assume ins
CPOM	Partner network retains all clinical authority. JetPatient is a care-navigation entity, not a clinical entit

4. Malpractice / referring-physician liability risk

The risk that a partner physician's malpractice carrier views JetPatient referrals as a coverage-affecting activity.

TMLT alignment	JetPatient maintains a TMLT-aligned position letter (see Referring-Physician Liability Position) that
Carrier ack.	Standardized carrier-notification letter available. JetPatient covers any incremental endorsement pr
Wrap layering	JetPatient's per-case wrap names the referring physician as an additional indemnified party for the

5. Reputational risk

The risk that an adverse event triggers negative press attributable to the partner.

Crisis comms	Retained crisis-communications firm activated within 60 min of Sev-1 notification, at no cost to the p
Joint statement	JetPatient and partner co-author every external statement. Neither party publishes unilaterally abou
Media training	Partner spokesperson access to JetPatient's media-training resources at no cost in Year 1.

6. Member-experience risk

The risk that a member's experience falls below the partner's brand promise.

Bilingual SLA	Spanish-fluent coordinator for any member from a partner-designated bilingual region. After-hours c
NPS guarantee	Cohort NPS < 50 in a quarter triggers automatic refund of partner-attributable fees for that quarte
Companion travel	One travel companion included in every routed case (airfare from member's metro + shared lodging
Dependents	Eligibility ingest covers full census. JetPatient honors the partner's existing dependent rules.

7. Financial risk

The risk that the economic case underperforms or the partner faces unexpected costs.

No PEPM	$0 PEPM during pilot and Year 1 conversion. No implementation fee. No platform fee.
Per-case cap	Per-case fee capped at $4,500 (Year 1) / $4,000 (Year 2+). Realized-savings methodology disclose
No-savings-no-bill	Pilot is free if none of the four success thresholds are met.
Founding Partner lock	Pricing locked for the life of the partnership for designated Founding Partners. See Founding Partne

8. Operational risk

The risk that day-to-day operations create friction or error.

EMR integration	FHIR R4 ingestion and write-back for Elation, Hint, Atlas.md, AthenaOne, Epic. PDF fallback suppo
Clinical handoff	Day-0 op report, Day-7 imaging, Day-30 follow-up, Day-90 outcomes summary auto-filed into the pa
Coordinator	Named JetPatient coordinator per partner, available business hours; 24×7 escalation path documer
Status page	status.jetpatient.com (24×7 live); Sev-1 notification within 15 min.

9. Anti-Kickback Statute (AKS) — detailed

Specific AKS safe-harbor alignment for the per-case fee structure.

Fee structure	Per-case care-navigation service fee, capped, paid only on completion. Not contingent on referral v
Safe harbor	Aligns with the personal services safe harbor (42 CFR §1001.952(d)) and the value-based-arrange
Counsel memo	Attorney-reviewed AKS memo available under NDA from a healthcare-specialty firm (Polsinelli or B

10. Stark Law

Federal physician self-referral law applicability.

Applicability	Stark applies only to designated health services billed to Medicare or Medicaid. JetPatient routed p
DPC interaction	DPC networks typically have no Stark exposure by design; JetPatient does not change that posture

11. Corporate practice of medicine

State-by-state restrictions on non-physician ownership of clinical practice.

Partner posture	Partner network retains all clinical authority and ownership of the patient-physician relationship. Jet
State coverage	Reviewed for the 50 states + DC; no conflict identified with any state's CPOM doctrine for the navig
Documentation	Each partner physician's referral remains the partner physician's clinical decision, documented in th

12. Adverse-event crisis playbook

What happens if something goes wrong.

0–60 minutes	Notification triage; partner clinical contact paged; crisis-comms firm activated; medical-affairs lead j
0–4 hours	Joint statement drafted (held, not published); member-family liaison engaged in the member's prefe
0–24 hours	If external statement is required, jointly authored and reviewed by both parties' counsel. Partner app
0–30 days	Daily check-in with partner. Independent post-event review at JetPatient's expense; findings shared
Documentation	Full post-event review with corrective actions delivered to partner within 60 days. Shared with partn

Conclusion

A DPC network's risk profile in a JetPatient partnership is bounded, well-defined, and contractually addressed. The first-mover risks unique to a Founding Partner are explicitly compensated through co-branded marketing rights, pricing lock, geographic exclusivity, and an A-rated reputational-defense package (see Founding Partner Term Sheet). For partner counsel: this document is a starting point for review against the partner's specific policy and state regulatory environment, not a substitute for that review.