



## Appendix A: Direct Primary Care Agreements

### In-Office Health and Dental Plans

Direct Primary Care Agreement (DPCA) laws provide guidance and restrictions for health care providers that establish private agreements with their patients providing specified scope of services for an established periodic fee. The laws generally establish the following:

- Contracting requirements
- Restrictions on billing or filing claims with carriers
- Exemptions from state insurance authority regulation or oversight
- Certain patient notification requirements

### Direct Primary Care Agreement Legislation

#### States That Include Dental

Twenty states *include dental* in the definition of health care provider authorized to engage in DPCA. (\*Two states are *dental specific*.)

## Direct Primary Care Agreements – In-Office Plans

June 13, 2022

Direct Primary Care Agreement (DPCA) laws provide guidance and restrictions for health care providers that establish private agreements with their patients providing specified scope of services for an established periodic fee. The laws generally establish: contracting requirements; restrictions on billing/filing claims with carriers; exemptions from state insurance authority regulation/oversight; and certain patient notification requirements.

### **20\* States *Include Dental* in the Definition of Health Care Provider Authorized to Engage in DPCA; (\* 2 are Dental Specific)**

See Washington for note on interpretation issue

20 States	Select Provisions <i>See state law for full review of requirements &amp; restrictions</i>
ALABAMA SB 94 2017	<ul style="list-style-type: none"> <li>• Cannot bill a third party any additional fee for services for patients covered under a dental agreement</li> <li>• No license required to offer, market, sell or enter into DPCAs</li> <li>• Periodic fee does not count toward deductible or out-of-pocket max</li> <li>• Urge consult with health insurer. Insurer may cover services also covered in DPCA</li> </ul>
ARIZONA SB 1105 2019	<ul style="list-style-type: none"> <li>• Prohibits DPCPs from submitting a claim to patients' health care insurer for DPCA services</li> </ul>



## In-Office Dental Plans

### Dental Membership Savings Plans or Direct Primary Care Agreements

	<ul style="list-style-type: none"> <li>Allows health care insurers or other third parties to pay for the periodic fee and any additional fees for ongoing care under the agreement</li> </ul>
<b>ARKANSAS HB 2240 2017</b>	<ul style="list-style-type: none"> <li>Prohibits the healthcare provider from charging or receiving additional compensation for healthcare services included in the periodic fee</li> <li>Allows health care insurers or other third parties to pay for the periodic fee</li> </ul>
<b>FLORIDA HB 7 2019</b>	<ul style="list-style-type: none"> <li>Provider may not submit a claim for DPCA services</li> <li>Provider allowed to market, sell, or offer to sell a direct medical care agreement</li> </ul>
<b>IDAHO SB 1062 2015</b>	<ul style="list-style-type: none"> <li>Provider or patient prohibited from billing insurer for DPCA services</li> <li>Urge consult with health insurer</li> <li><a href="#">Video</a> of Senate Committee hearing</li> </ul>
<b>* ILLINOIS SB 174 2019</b>	<ul style="list-style-type: none"> <li>DPCA law is dental-specific</li> <li>Dentist and patient prohibited from billing insurer for DPCA services</li> <li>Urge consult with health insurer</li> <li>Dentist <i>MAY</i> refund unearned direct fees associated with the covered services in the agreement</li> <li>Establishes restrictions on transfer of agreements</li> </ul>
<b>INDIANA SB 303 2017</b>	<ul style="list-style-type: none"> <li>Prohibits billing a third party that provides coverage to the patient for the primary care health services</li> </ul>
<b>IOWA HF 2356 2018</b>	<ul style="list-style-type: none"> <li>Dentist may not bill insurance</li> <li>A direct patient may submit a request for reimbursement to an insurer if permitted under the direct patient's policy of insurance</li> <li>Contract must specify any additional costs for primary care health services not covered by the direct service charge for which the direct patient will be responsible</li> <li>Urge consult with health insurer for DPCA services</li> <li>Allows periodic fee/additional fees to be paid by insurer or 3rd party</li> </ul>
<b>* LOUISIANA SB 127 2019</b>	<ul style="list-style-type: none"> <li>DPCA law is dental-specific</li> <li>Periodic fee does not count toward deductible or out-of-pocket max</li> <li>Urge consult with health insurer for DPCA services</li> <li>Dentist allowed to market, sell, or offer to sell a direct medical care agreement</li> <li>Patients wouldn't forfeit their insurance, Medicaid, or Medicare benefits by purchasing a direct primary care agreement</li> <li>Allows a direct dental practice to accept payment of periodic fees for a direct primary care agreement directly or indirectly from third-parties, including employers</li> </ul>
<b>MICHIGAN SB 1033 2014</b>	<ul style="list-style-type: none"> <li>Provider and patient prohibited from billing insurer for DPCA services</li> <li>Provider allowed to market, sell, or offer to sell a direct medical care agreement</li> </ul>
<b>MISSOURI HB 2168 2022</b>	<ul style="list-style-type: none"> <li>Declares In-Office Plan contract is <i>not</i> business of insurance</li> <li>Dentist is not required to obtain a certificate of authority or license to market, sell, or offer to sell In-Office Plan products</li> <li>Agreements must meet specified standards</li> </ul>
<b>MONTANA SB 101 2021</b>	<ul style="list-style-type: none"> <li>Prohibits provider from submitting claim for services in direct patient care agreement;</li> <li>Allow for the direct fee and any additional fees to be paid by a third party</li> </ul>



## In-Office Dental Plans

### Dental Membership Savings Plans or Direct Primary Care Agreements

	<ul style="list-style-type: none"> <li>Exempts direct patient care agreements from state insurance authority oversight</li> <li>Insurers may not prohibit, interfere with, initiate a legal or administrative proceeding against, or impose a fine or penalty against a health care provider solely because the provider provides direct patient care solely because the person pays a direct fee for direct patient care.</li> </ul>
<b>NORTH CAROLINA HB 471 2020</b>	<ul style="list-style-type: none"> <li>Provider may not bill any third parties on a fee for service basis</li> <li>Provider and their agent[s] shall not be required to be licensed or certified to market, sell, or offer to sell direct primary care agreements</li> </ul>
<b>OKLAHOMA SB 560 2015</b>	<ul style="list-style-type: none"> <li>Prohibits provider from billing third parties on a fee-for-service basis</li> <li>Any per-visit charges under the agreement will be less than the monthly equivalent of the periodic fee</li> <li>DPCA patient does not forfeit coverage under a health benefit plan</li> <li>No certification of authority or license required to market, sell or offer to sell a direct primary care agreement</li> <li>A direct primary care membership agreement is not a medical discount plan</li> </ul>
<b>TENNESSEE SB 2317 2020</b>	<ul style="list-style-type: none"> <li>Prohibits billing third party payers</li> <li>Charges under the agreement must be less than the monthly equivalent of the periodic fee</li> <li>Periodic fee does not count toward deductible or out-of-pocket max</li> <li>Urge consult with health insurer</li> <li>DPCA patient does not forfeit coverage under a health benefit plan</li> <li>Specifies DPCA is not a discount plan</li> <li>Provider not required to obtain certification of authority or license in order to market, sell, or offer to sell a direct medical care agreement</li> </ul>
<b>UTAH HB 240 2012</b>	<ul style="list-style-type: none"> <li>Provider may not submit a claim for DPCA services</li> <li>A person or a professional corporation agrees to provide <i>routine health care services</i> to the individual patient for an agreed upon fee and period of time</li> <li>“Routine health care services” are screening, assessment, diagnosis, and treatment for the purpose of promotion of health, and detection and management of disease or injury</li> </ul>
<b>VIRGINIA SB 800 HB 2053 2017</b>	<ul style="list-style-type: none"> <li>Provider may not bill insurance</li> <li>Urge consult with health insurer/In-surer may cover services also covered in DPCA</li> </ul>
<b>WEST VIRGINIA HB 2301 2017</b>	<ul style="list-style-type: none"> <li>DPCA patient does not forfeit coverage under a health benefit plan</li> <li>Specifies DPCA is not a discount plan</li> <li>Provider allowed to market, sell, or offer to sell a direct medical care agreement</li> </ul>
<b>WYOMING SB 49 2016</b>	<ul style="list-style-type: none"> <li>Allows periodic fee/additional fees to be paid by insurer or 3rd party</li> <li>Prohibits the provider from charging or receiving additional compensation for health care services included in the periodic fee</li> </ul>

*Though dental is included in definitions, State insurance authority interprets dental is not included.*

<b>WASHINGTON SB 5958 2007</b>	<ul style="list-style-type: none"> <li>Provider may not bill and insurer or submit a claim for DPCA services</li> <li>Urge consult with health insurer/In-surer may cover services also covered in DPCA</li> <li>Allows periodic or other fee to be paid by a 3rd party</li> </ul>
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## In-Office Dental Plans Dental Membership Savings Plans or Direct Primary Care Agreements

	<ul style="list-style-type: none"> <li>• Provider allowed to market, sell, or offer to sell a direct medical care agreement</li> <li>• <b>NOTE:</b> State insurance authority currently rules dentists are not eligible to engage in DPCAs</li> </ul>
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### 12 States *Do Not Include Dental* in the Definition of Health Care Provider Authorized to Engage in DPCA

Colorado HB 1115 2017	Georgia SB 18 2019	Kansas HB 2225 2015	Kentucky SB 79 2017	Maine SB 472 2017	Mississippi SB 2687 2015	Missouri HB 769 2015	Nebraska L 817 2016
New Hampshire HB 508 2019	Ohio HB 166 2019	Oregon SB 86 2011	Texas HB 1945 2015				

*Common DPCA Statutory Themes:*

Contract provision requirements: scope, periodic fee, termination etc. **\*\* Maximum number of months fees can be collected \*\*** Periodic fee does not count toward deductible or out-of-pocket maximum **\*\* Urge consult with health insurer/Insurer may cover services also covered in DPCA \*\*** Dentist may decline patient for cause **\*\* Allows periodic or other fee to be paid by a 3rd party \*\*** Prohibits dentist from charging or receiving additional compensation for services in the periodic fee **\*\* Allows periodic fee/additional fees to be paid by insurer or 3rd party \*\*** DPCA patient does not forfeit coverage under a health benefit plan **\*\* Specifies DPCA is not a discount plan \*\*** Per-visit charges in agreement must be less than monthly periodic fee **\*\* Provider allowed to market, sell, or offer to sell a direct medical care agreement**