

State	Overview	Not insurance / exempt from insurance regs?	Providers	Disclosures	Termination (process; return of unearned funds; termination based on health status etc.)
<a href="#">Alabama</a>	<ul style="list-style-type: none"> <li>• 22nd state to enact DPC law</li> <li>• Law enacted: 5/26/2017</li> <li>• Vote totals: Unanimous (roll call)</li> </ul>	Yes	Physician; Dentist	<ul style="list-style-type: none"> <li>• Agreement does not constitute health insurance.</li> <li>• Uninsured patient may still be subject to tax penalties under the ACA.</li> <li>• Patients insured by ACA compliant plans already have coverage for certain preventive care benefits at no cost to the patient.</li> <li>• Payments under agreement may not count toward the patient's insurance deductibles and maximum out-of-pocket expenses.</li> <li>• Patient is encouraged to consult with the patient's health insurance plan before entering into the agreement and receiving care.</li> </ul>	<ul style="list-style-type: none"> <li>• Either party, upon written notice of at least 30 days</li> <li>• If patient terminates, all unearned fees must be returned to patient</li> <li>• Provider may discontinue care for patients under the agreement if the patient fails to pay the periodic fee, has performed an act of fraud, repeatedly fails to adhere to the recommended treatment plan or is abusive or presents an emotional or physical danger to the staff or other patients; if the practice discontinues operation; or if any other condition exists consistent with the law.</li> </ul>
<a href="#">Arizona</a>	<ul style="list-style-type: none"> <li>• 5th state to enact DPC law</li> <li>• Law enacted: 4/23/2014</li> <li>• Vote totals: 17-11 and 36-22 (partisan roll call)</li> <li>• <a href="#">See also</a></li> </ul>	Yes "if the plan does not assume financial risk"	Physician (with specialty in general practice, family medicine, internal medicine, or pediatrics)	<ul style="list-style-type: none"> <li>• Organization is not an insurance company and guidelines and plan operation are not an insurance policy; Participation should not be considered to be a health insurance policy.</li> <li>• Patient personally responsible for the payment of any additional medical expenses you may incur.</li> </ul>	<ul style="list-style-type: none"> <li>• Terms of cancellation must include cancellation terms for relocation and military duty</li> <li>• Patient may cancel a direct primary care provider plan for any reason on written notice to the plan.</li> </ul>

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<a href="#">Arkansas</a>	<ul style="list-style-type: none"> <li>• 8th state to enact DPC law</li> <li>• Original law enacted: 2/18/2015 but was amended by a law enacted on April 7, 2017.</li> <li>• Vote totals: 2015 law: Unanimous (roll call); 2017: 84-2 and 34-0 (bipartisan roll call)</li> </ul>	Yes	Licensed healthcare provider	<ul style="list-style-type: none"> <li>• Agreement is not an insurance policy, and the select medical services as specified under a direct primary care agreement may not constitute the minimum essential health benefits under ACA.</li> <li>• Medical services provided under agreement may not be covered by or coordinated with health insurance; patient may be responsible for any payment for medical services not covered by health insurance.</li> </ul>	<ul style="list-style-type: none"> <li>• Either party, in writing, without penalty, at any time or after notice as specified in the agreement</li> <li>• Agreement may not require more than 60 days notice.</li> </ul>
<a href="#">Colorado</a>	<ul style="list-style-type: none"> <li>• 20th state to enact DPC law</li> <li>• Law enacted: 4/24/2017</li> <li>• Vote totals: Unanimous (roll call)</li> </ul>	Yes	Physician, physician assistant, anesthesiologist assistant, or nurse; licensed to provide primary care services in this state	<ul style="list-style-type: none"> <li>• Agreement is not health insurance and does not meet any individual health benefit plan mandate that may be required by federal law</li> <li>• Patient is not entitled to health insurance protections for consumers under state insurance law.</li> </ul>	<ul style="list-style-type: none"> <li>• Either party, in writing and with notice, as specified in the agreement and subject to refund terms and conditions in the agreement</li> <li>• Provider may terminate agreement if the termination allows for the transition of care to another health care provider under the standards of professional responsibility</li> </ul>

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<a href="#">Florida</a>	<ul style="list-style-type: none"> <li>• 24th state to enact DPC law</li> <li>• Law enacted: 3/23/2018</li> <li>• Vote totals: 97-10 and 38-0 (bipartisan roll call)</li> </ul>	Yes	Physician, physician assistant, anesthesiologist assistant, osteopath, chiropractor, or nurse; provides primary care services to patients.	<ul style="list-style-type: none"> <li>• Agreement is not health insurance</li> <li>• Provider will not file any claims against the patient's health insurance for reimbursement of any services covered by the agreement.</li> <li>• Agreement does not qualify as minimum essential coverage to satisfy the individual shared responsibility provision of the ACA.</li> <li>• Agreement is not workers' compensation insurance and does not replace an employer's obligations.</li> </ul>	<ul style="list-style-type: none"> <li>• Either party, with at least 30 days' advance written notice but agreement may provide for immediate termination due to a violation of the physician-patient relationship or a breach of the terms of the agreement</li> <li>• Provider must offer a refund of monthly fees paid in advance if the provider ceases to offer services for any reason.</li> </ul>
<a href="#">Idaho</a>	<ul style="list-style-type: none"> <li>• 10th state to enact DPC law</li> <li>• Law enacted: 4/9/2015</li> <li>• Vote totals: 34-0 and 65-4 (bipartisan roll call)</li> </ul>	Yes	Person licensed or otherwise legally authorized to provide health care services in the field of pediatrics, family medicine, internal medicine or dentistry		<ul style="list-style-type: none"> <li>• Agreement must allow patient to terminate at will by written notice</li> <li>• If an agreement is terminated, provider must refund to the patient all unearned fees within 30 days.</li> <li>• Agreement may not be sold or transferred by the primary care provider without the written consent of the patient and only transferred to another individual primary care provider.</li> </ul>
<a href="#">Indiana</a>	<ul style="list-style-type: none"> <li>• 19th state to enact DPC law</li> <li>• Law enacted: 4/21/2017</li> <li>• Vote totals: Unanimous (roll call)</li> </ul>	Yes	Any person that is licensed, certified, or registered to provide primary care health services	Must prominently state in writing that the agreement is not health insurance	Either party may terminate the agreement upon written notice

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<a href="#">Iowa</a>	<ul style="list-style-type: none"> <li>• 25th state to enact DPC law</li> <li>• Law enacted: 3/28/2018</li> <li>• Vote totals: 94-1 and 42-2 (bipartisan roll call)</li> </ul>	Yes	Health care professional licensed, accredited, registered, or certified to perform specified primary care health services	<ul style="list-style-type: none"> <li>• Agreement is not health insurance and is not a plan that provides health coverage for purposes of any federal mandates.</li> <li>• Agreement only covers the primary care health services described in this agreement.</li> <li>• Patient is recommended to obtain health insurance to cover health care services not covered under agreement.</li> <li>• Patient is personally responsible for the payment of any additional health care expenses.</li> </ul>	<ul style="list-style-type: none"> <li>• Agreement must specify the terms and conditions of termination by provider but the provider may not discontinue care of an existing patient based solely on the patient's health status</li> <li>• Provider shall give a minimum of 30-day advanced written notice of termination to a patient</li> <li>• Patient may terminate at any time upon written notice</li> <li>• Within 30 days of the date of the notice of termination, the direct provider shall refund all unearned charges and the patient shall pay all outstanding earned direct service charges</li> <li>• Provider must provide at least sixty day advance written notice before making any changes to the agreement's termination terms.</li> </ul>
<a href="#">Kansas</a>	<ul style="list-style-type: none"> <li>• 12th state to enact DPC law</li> <li>• Law enacted: 5/7/2015</li> <li>• Vote totals: 116-3 and 40-0 (bipartisan roll call)</li> </ul>	Yes	Physician, osteopath, or chiropractor	Agreement: 1) does not constitute insurance, 2) is not a medical plan that provides health insurance coverage for the purposes of the ACA, and 3) covers only limited, routine health care services as designated in this agreement.	Either party, on written notice.

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<a href="#">Kentucky</a>	<ul style="list-style-type: none"> <li>• 18th state to enact DPC law</li> <li>• Law enacted: 3/17/2017</li> <li>• Vote totals: 85-6 and 37-1 (bipartisan roll call)</li> </ul>	<p>Yes</p>	<p>Physician</p>	<p>Agreement: 1) does not constitute a health benefit plan and 2) does not meet any individual health benefit plan mandate that may be required by federal law.</p>	<ul style="list-style-type: none"> <li>• Either party, in writing, without penalty, after notice</li> <li>• Upon termination, all unearned fees are returned to the patient or to the third-party payor.</li> </ul>
<a href="#">Louisiana</a>	<ul style="list-style-type: none"> <li>• 6th state to enact DPC law</li> <li>• Law enacted: 6/23/2014</li> <li>• Vote totals: Unanimous (roll call)</li> </ul>	<p>Yes</p>	<p>Physician</p>	<ul style="list-style-type: none"> <li>• Does not provide comprehensive health insurance coverage</li> <li>• Provides only the health care services specifically described.</li> <li>• Disclosures must 1) inform a patient of his financial rights and responsibilities to the practice, 2) encourage a direct patient to obtain and maintain insurance for services not provided by the direct practice, and 3) state that the direct practice will not bill a health insurance issuer for services covered under the direct agreement.</li> <li>• Disclosure statement must include contact information for the Board of Medical Examiners</li> </ul>	<ul style="list-style-type: none"> <li>• Patient may terminate agreement on written notice</li> <li>• Any unearned fees must be promptly refunded to the patient</li> <li>• Provider may not discontinue care to existing patients solely because of the patient's health status</li> <li>• As long as patient is provided notice and the opportunity to obtain care from another physician, a direct practice may discontinue care if the patient fails to pay the direct fee, has performed an act that constitutes fraud, repeatedly fails to comply with the recommended treatment plan, or is abusive and presents an emotional or physical danger to the staff or other patients of the direct practice or if the practice discontinues.</li> </ul>

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<a href="#">Maine</a>	<ul style="list-style-type: none"> <li>• 23rd state to enact DPC law</li> <li>• Law enacted: 6/1/2017</li> <li>• Vote totals: Unanimous (voice vote)</li> </ul>	Yes	Physician, osteopathic physician, or other advanced health care practitioner who is authorized to engage in independent medical practice; qualified to provide primary care services	<ul style="list-style-type: none"> <li>• Direct primary care services: 1) are not considered health insurance and 2) do not meet requirements of any federal law mandating individuals to purchase health insurance</li> <li>• Fees charged in the agreement may not be reimbursed or apply towards a deductible under a health insurance policy with an insurer.</li> </ul>	
<a href="#">Michigan</a>	<ul style="list-style-type: none"> <li>• 7th state to enact DPC law</li> <li>• Law enacted: 1/10/2015</li> <li>• Vote totals: 60-50 and 26-12 (partisan roll call)</li> <li>• Note: A 2018 MI law creates a DPC Medicaid pilot program.</li> </ul>	Yes	Licensed, registered, or otherwise authorized to provide a health care service	<ul style="list-style-type: none"> <li>• Agreement is not health insurance</li> <li>• Individual patient must pay the provider for all services not specified in the agreement and not otherwise covered by insurance.</li> </ul>	Either party, on written notice.

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<a href="#">Mississippi</a>	<ul style="list-style-type: none"> <li>• 9th state to enact DPC law</li> <li>• Law enacted: 3/18/2015</li> <li>• Vote totals: Unanimous (roll call)</li> </ul>	Yes	Physician or osteopath	<ul style="list-style-type: none"> <li>• Agreement is not health insurance</li> <li>• Agreement standing alone does not satisfy the health benefit requirements as established in the ACA</li> <li>• Without adequate insurance coverage in addition to this agreement, the patient may be subject to fines and penalties associated with the ACA.</li> </ul>	<ul style="list-style-type: none"> <li>• Either party, on written notice</li> <li>• Upon termination all unearned funds are returned to the patient; patient is responsible for the true cost of services rendered regardless of termination date</li> <li>• Providers may not discontinue care to existing patients solely because of the patient's health status</li> <li>• With notice to the patient and opportunity to obtain care from another physician, the provider may discontinue care if the patient fails to pay the periodic fee, has performed an act of fraud, repeatedly fails to adhere to the recommended treatment plan, or is abusive and presents an emotional or physical danger to the staff or other patients; the provider discontinues operation; or the provider feels that the relationship is no longer therapeutic for the patient due to a dysfunctional physician/patient relationship.</li> </ul>

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<a href="#">Missouri</a>	<ul style="list-style-type: none"> <li>• 14th state to enact DPC law</li> <li>• Law enacted: 7/2/2015</li> <li>• Vote totals: 134-13 and 34-0 (roll call)</li> </ul>	Yes	Physician		Either party, on written notice



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<a href="#">Nebraska</a>	<ul style="list-style-type: none"> <li>• 16th state to enact DPC law</li> <li>• Law enacted: 3/30/2016</li> <li>• Vote total: Unanimous (roll call)</li> <li>• Note: A 2018 NE law creates a DPC pilot program for state workers.</li> </ul>	Yes	Physician or nurse practitioner; specializes or is board-certified in general practice, family medicine, internal medicine, or pediatrics	<ul style="list-style-type: none"> <li>• Agreement does not constitute insurance</li> <li>• Agreement is not a medical plan that provides health insurance coverage for purposes of any federal mandates.</li> <li>• Agreement only provides for the primary care services described in the agreement.</li> <li>• It is recommended that insurance be obtained to cover medical services not provided for under the agreement.</li> <li>• Patient is always personally responsible for the payment of any additional medical expenses.</li> </ul>	<ul style="list-style-type: none"> <li>• Agreement must specify the conditions upon which the direct agreement may be terminated by the direct provider, including at least 30-day notice to the patient</li> <li>• Must be terminable at will by written notice from patient to provider</li> <li>• Upon termination, the direct provider must refund patient all unearned direct service charges within 30 days</li> <li>• Provider may not discontinue care to an existing patient solely because of the patient's health status.</li> </ul>
<a href="#">Oklahoma</a>	<ul style="list-style-type: none"> <li>• 11th state to enact DPC law</li> <li>• Law enacted: 4/21/2015</li> <li>• Vote totals: Unanimous (roll call)</li> </ul>	Yes	Individual or legal entity that is licensed, registered, or otherwise authorized to provide primary care services		<ul style="list-style-type: none"> <li>• Either party, upon written notice</li> <li>• Upon termination by the patient, all unearned fees must be returned to the patient.</li> </ul>

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<a href="#">Oregon</a>	<ul style="list-style-type: none"> <li>• 3rd state to enact DPC law</li> <li>• Law enacted: 6/23/2011</li> <li>• Vote totals: 27-3 and 56-0 (bipartisan roll call)</li> </ul>	No	Physician, physician assistant, acupuncturist, podiatrist, nurse, nursing assistant, nursing home administrator, chiropractor, or naturopath; provides primary care in the ordinary course of business or practice of a profession.	<ul style="list-style-type: none"> <li>• Practice is not insurance</li> <li>• Practice provides only the limited scope of primary care services specified in the retainer medical agreement</li> <li>• Patient must pay for all services not specified in the retainer medical agreement</li> <li>• Any other disclosures required by the department by rule.</li> </ul>	

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<a href="#">Tennessee</a>	<ul style="list-style-type: none"> <li>• 17th state to enact DPC law</li> <li>• Law enacted: 4/27/2016</li> <li>• Vote totals: 82-5 and 32-0 (bipartisan roll call)</li> </ul>	Yes	Physician (appears to include chiropractors)	<ul style="list-style-type: none"> <li>• Agreement does not constitute health insurance</li> <li>• An uninsured patient that enters into a direct primary care agreement may still be subject to tax penalties under the ACA for failing to obtain insurance</li> <li>• Patients insured by ACA compliant health insurance plans already have coverage for certain preventative care benefits at no cost to the patient</li> <li>• Payments made by a patient for services rendered under a direct primary care agreement may not count towards the patient's health insurance deductibles and maximum out-of-pocket expenses;</li> <li>• Patient is encouraged to consult with the patient's health insurance plan, before entering into the agreement and receiving care</li> <li>• Physician who breaches the agreement may be liable for damages and may be subject to discipline by the appropriate licensing board.</li> </ul>	<ul style="list-style-type: none"> <li>• Agreement must allow either party to terminate the agreement upon written notice</li> <li>• Upon termination, all unearned fees are returned to the patient.</li> </ul>
<a href="#">Texas</a>	<ul style="list-style-type: none"> <li>• 13th state to enact DPC law</li> <li>• Law enacted: 5/28/2015</li> <li>• Vote totals: Unanimous (roll call)</li> </ul>	Yes	Physician	Before entering agreement, a written or electronic notice must be provided to the patient stating that a medical service agreement is not insurance.	
<a href="#">Utah</a>	<ul style="list-style-type: none"> <li>• 4th state to enact DPC law</li> <li>• Law enacted: 3/15/2012</li> <li>• Vote totals: Unanimous (roll call)</li> </ul>	Yes	A person who agrees to provide "routine health care services"	<ul style="list-style-type: none"> <li>• Agreement is not insurance.</li> </ul>	

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<a href="#">Virginia</a>	<ul style="list-style-type: none"> <li>• 21st state to enact DPC law</li> <li>• Law enacted: 4/26/2017</li> <li>• Vote totals: 39-0 and 65-31 (bipartisan roll call)</li> </ul>	<p style="text-align: center;">Yes</p>	<p>Health care provider</p>	<ul style="list-style-type: none"> <li>• Agreement does not provide comprehensive health insurance coverage</li> <li>• Agreement alone does not satisfy the health benefit requirements as established in the ACA.</li> <li>• Comprehensive disclosure statement that: 1) informs the direct primary care patients of their financial rights and responsibilities to the direct primary care practice, 2) encourages patients to obtain and maintain insurance for services not provided by the direct primary care practice, and 3) states that the practice will not bill a health carrier for services covered under the direct primary care agreement.</li> </ul>	

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<a href="#">Washington</a>	<ul style="list-style-type: none"> <li>• 2nd state to enact DPC law</li> <li>• Original law enacted: 5/2/2007</li> <li>• Vote totals: (2007 law) 38-10 and 90-5 (bipartisan roll call)</li> <li>• Laws amending the 2007 law were enacted in 2009 and 2013</li> </ul>	<p style="text-align: center;">Yes</p>	<p>Health care provider practicing health or health-related services consistent with state law</p>	<ul style="list-style-type: none"> <li>• Agreement does not provide comprehensive insurance coverage.</li> <li>• Comprehensive disclosures: 1) informing patients of their financial rights and responsibilities to the direct practice,</li> <li>2) encouraging that direct patients obtain and maintain insurance for services not provided by the direct practice, and</li> <li>3) stating that the direct practice will not bill a carrier for services covered under the direct agreement.</li> <li>• Disclosure statement must also include contact information for the office of the insurance commissioner.</li> </ul>	<ul style="list-style-type: none"> <li>• Termination must be at will upon written notice by the patient</li> <li>• Providers cannot discontinue care to existing patients solely because of the patient's health status</li> <li>• Providers can discontinue care, with notice, if the patient fails to pay the direct fee under agreed upon terms, has performed an act that constitutes fraud, fails to comply with the recommended treatment plan, or is abusive and presents a danger to staff or other patients or if the direct practice discontinues operation.</li> </ul>

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<a href="#">West Virginia</a>	<ul style="list-style-type: none"> <li>• 1st state to enact DPC law</li> <li>• Original law enacted: 3/11/2006; Repealed and replaced 03/24/2017</li> <li>• Vote totals: (2017 law) Unanimous (roll call)</li> </ul>	Yes	Primary care provider authorized to provide medical services and medical products under his or her scope of practice.	Agreement is not health insurance.	<ul style="list-style-type: none"> <li>• Either party, on at least 30 days written notice</li> <li>• Upon termination, all unearned funds must be returned to patient.</li> </ul>
<a href="#">Wyoming</a>	<ul style="list-style-type: none"> <li>• 15th state to enact DPC law</li> <li>• Law enacted: 2/29/2016</li> <li>• Vote totals: Unanimous (roll call)</li> </ul>	Yes	Health care provider	<ul style="list-style-type: none"> <li>• Agreement is not health insurance</li> <li>• Agreement does not meet individual health insurance mandate.</li> </ul>	<ul style="list-style-type: none"> <li>• Either party, in writing without penalty at any time or after notice, as specified in the agreement</li> <li>• Agreement may require no more than 60 days notice.</li> </ul>

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<a href="#">Wisconsin</a>	2017 AB 798 as shown by ASA1; passed Assembly	Yes	Health care provider	<ul style="list-style-type: none"> <li>• Agreement is not health insurance</li> <li>• Agreement alone may not satisfy individual or employer insurance coverage requirements under federal law</li> <li>• Patient is encouraged to consult with the insurance carrier</li> <li>• Some services provided under the agreement may be covered under health insurance</li> <li>• DPC fees may not be credited toward deductibles or out-of-pocket maximums</li> </ul>	Either party, upon written notice

State	<b>Fee Arrangement</b> (3rd party billing; monthly billing; duration etc.)	<b>Accepting/Declining New Patients</b>	<b>Coordination with Insurance</b>	<b>Panel Size</b>	<b>Financial Solvency</b>	<b>Oversight Agency</b>
<a href="#"><u>Alabama</u></a>	<ul style="list-style-type: none"> <li>• No more than 12 months of the periodic fee may be paid in advance</li> <li>• Provider may not bill a third party any additional fee for services for patients covered under the agreement</li> <li>• Per visit charge of the practice must be less than the monthly equivalent of the periodic fee.</li> </ul>	May decline to accept a patient if the patient's medical condition is such that the provider is unable to provide the appropriate level and type of health care or dental services the patient requires.				
<a href="#"><u>Arizona</u></a>	<ul style="list-style-type: none"> <li>• Provider may not charge different fees for comparable services based on an enrollee's health status or sex</li> <li>• A primary care provider may not submit a claim for payment to any health insurer for services provided under a direct primary care provider plan.</li> </ul>					



State	<b>Fee Arrangement</b> (3rd party billing; monthly billing; duration etc.)	<b>Accepting/Declining New Patients</b>	<b>Coordination with Insurance</b>	<b>Panel Size</b>	<b>Financial Solvency</b>	<b>Oversight Agency</b>
<a href="#">Arkansas</a>	<ul style="list-style-type: none"> <li>• Fees may be paid by a third party</li> <li>• Provider prohibited from charging for healthcare services included in the periodic fee.</li> </ul>					
<a href="#">Colorado</a>	<ul style="list-style-type: none"> <li>• Periodic fee may be paid by a third party</li> <li>• Provider prohibited from submitting a fee-for-service claim for payment to a health insurance issuer for services covered under the agreement.</li> </ul>	May not discriminate in the selection of patients on the basis of age, citizenship status, color, disability, gender or gender identify, genetic information, health status, national origin, race, religion, sex, sexual orientation, or any other protected class; may decline to accept patients whose health needs exceed the primary care services offered by the direct primary health care provider.				

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<a href="#">Florida</a>						
<a href="#">Idaho</a>	Neither the patient nor the provider may submit a bill to an insurer for the services provided under agreement					
<a href="#">Indiana</a>	<ul style="list-style-type: none"> <li>• Provider may not require that more than 12 months of a periodic fee be paid in advance</li> <li>• Provider may not bill a third party that provides coverage to the patient for the primary care health services.</li> </ul>					

State	<b>Fee Arrangement</b> (3rd party billing; monthly billing; duration etc.)	<b>Accepting/Declining New Patients</b>	<b>Coordination with Insurance</b>	<b>Panel Size</b>	<b>Financial Solvency</b>	<b>Oversight Agency</b>
<a href="#">Iowa</a>	<ul style="list-style-type: none"> <li>• Patient may not be required to pay more than 12 months of charges in advance</li> <li>• Direct provider may accept payment either directly or indirectly from a third party</li> <li>• Provider may not enter directly into an agreement with an employer</li> <li>• Provider must provide at least 60 day advance written notice before making changes to fee, renewal terms, scope of services, locations, and out-of-office services</li> <li>• Provider may not bill an insurer for a service provided under agreement.</li> </ul>	<p>A provider may not refuse to accept a new patient based solely on the new patient's health status.</p>	<ul style="list-style-type: none"> <li>• Patient may submit a request for reimbursement to an insurer if permitted under the direct patient's policy of insurance</li> <li>• Provider not prohibited from billing a patient's insurance for a service that is not provided under the agreement.</li> </ul>			
<a href="#">Kansas</a>	<p>Provider and the patient prohibited from billing an insurer or 3rd party for services provided under the agreement.</p>					

State	Fee Arrangement (3rd party billing; monthly billing; duration etc.)	Accepting/Declining New Patients	Coordination with Insurance	Panel Size	Financial Solvency	Oversight Agency
<a href="#">Kentucky</a>	<ul style="list-style-type: none"> <li>• Patient is not required to pay more than 12 months of the agreed-upon fee in advance</li> <li>• Fee may be paid by a third party</li> <li>• Provider may not bill a health benefit plan or the Medicaid program on a fee for service basis for services provided under the agreement.</li> </ul>					
<a href="#">Louisiana</a>	<ul style="list-style-type: none"> <li>• If a patient chooses to pay more than one periodic fee in advance, the funds must be held in trust and paid as earned in the beginning of each period</li> <li>• Agreed upon direct fee schedule for an existing patient may not be increased more frequently than annually and only with at least 60 days notice</li> <li>• Provider may accept payment of direct fees directly or indirectly from third parties (including Medical Assistance program)</li> <li>• Provider may not submit a claim for payment to any health insurance issuer for services covered by the agreement</li> <li>• Provider may not enter into a contract with an employer relating to direct practice agreements between the direct practice and employees</li> </ul>	<ul style="list-style-type: none"> <li>• Provider may not decline to accept any person solely on account of race, religion, national origin, the presence of any sensory, mental, or physical disability, education or economic status</li> <li>• Provider may decline to accept a patient if the practice has reached its maximum capacity, or if the patient's medical condition is such that the provider is unable to provide the appropriate level and type of health care services in the direct practice.</li> </ul>	<p>Provider may: (1) Subject to the insurer's contract, enter into a participating provider contract with a health insurer for purposes other than payment of claims for services provided to direct patients through a direct agreement</p> <p>(2) Pay for charges associated with routine lab and imaging services and dispensing, at no additional cost to the direct patient, of prescription drugs</p> <p>(3) Charge an additional fee to direct patients for supplies, medications, and specific vaccines that are specifically excluded under the agreement, if the patient is notified of the additional charge, prior to their administration or delivery.</p>			Board of Medical Examiners

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<a href="#">Maine</a>	<ul style="list-style-type: none"> <li>• Provider may not bill 3rd parties on a fee-for-service or capitated basis for services already covered in the agreement</li> <li>• Agreement is between the provider and the patient regardless of who pays the periodic fee.</li> </ul>		Law does not prohibit a provider from entering into an agreement with an insurer offering a policy specifically designed to supplement a direct primary care agreement.			
<a href="#">Michigan</a>	Provider and patient are prohibited from billing an insurer or other third party payer for the services provided under the agreement.					

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<a href="#">Mississippi</a>	<ul style="list-style-type: none"> <li>• Prepayment of the agreement is prohibited</li> <li>• Provider may not bill any third parties on a fee-for-service basis for the individual covered by the direct primary care agreement.</li> </ul>	<ul style="list-style-type: none"> <li>• Providers may not decline to accept new patients solely because of the patient's health status</li> <li>• Provider may decline to accept a patient if the practice has reached its maximum capacity or if the patient's medical condition is such that the provider is unable to provide the appropriate level and type of primary care services the patient requires.</li> </ul>				

State	<b>Fee Arrangement</b> (3rd party billing; monthly billing; duration etc.)	<b>Accepting/Declining New Patients</b>	<b>Coordination with Insurance</b>	<b>Panel Size</b>	<b>Financial Solvency</b>	<b>Oversight Agency</b>
<a href="#">Missouri</a>	<ul style="list-style-type: none"> <li>• Subject to federal or state law, a patient's agreement fee may be paid from a health savings account or reimbursed through a flexible spending arrangement or health reimbursement arrangement</li> <li>• Employer of any patient may: (a) Make contributions to a patient's health savings account, flexible spending arrangement, or health reimbursement arrangement to cover all or any portion of the agreed-upon fees under the agreement or (b) Pay the agreed-upon fees directly to the physician under the medical retainer agreement.</li> </ul>					

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<a href="#">Nebraska</a>	<ul style="list-style-type: none"> <li>• Provider must provide at least 60-day notice to an existing patient of any change to the charge</li> <li>• Provider may not pay for health care services covered by an agreement rendered to patients by direct providers other than the direct providers in the same direct primary care practice or their employees</li> <li>• Providers may accept payment of direct service charges directly or indirectly from third parties (including Medicaid) but a direct provider may not enter into a contract with an employer relating to direct agreements between the direct provider and employees</li> <li>• Provider may not bill an insurer for services provided under a direct agreement.</li> </ul>	A provider may not refuse to accept a new direct patient solely because of the patient's health status.	<ul style="list-style-type: none"> <li>• Patient may submit a request for reimbursement to an insurer if permitted under a policy of insurance</li> <li>• Law does not prohibit a direct provider from billing insurance for services not provided under agreement.</li> </ul>			
<a href="#">Oklahoma</a>	<ul style="list-style-type: none"> <li>• Fees may not be earned by the DPC provider until the month paid by the periodic fee has been completed</li> <li>• Provider cannot bill third parties on a fee-for-service basis</li> <li>• Any per-visit charges under the agreement must be less than the monthly equivalent of the periodic fee.</li> </ul>					



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<a href="#"><u>Oregon</u></a>	May not bill an insurer for a service provided under the agreement.	May not discriminate based on race, religion, gender, sexual identity, sexual preference or health status.		Must "limit the scope of services provided or the number of patients served to an amount that is within the capacity of the practice to provide in a timely manner."	Must be "financially responsible and have the necessary business experience or expertise to operate the practice."	Department of Consumer and Business Services

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<a href="#">Tennessee</a>	<ul style="list-style-type: none"> <li>• Provider cannot bill third parties on a fee-for-service basis</li> <li>• Any per-visit charges under the agreement must be less than the monthly equivalent of the periodic fee</li> <li>• Patient and provider may agree to a payment due on a monthly, quarterly, or yearly basis but a patient is not required to pay more than 12 months of the fee in advance</li> <li>• Periodic fees may not be earned by the provider until the month paid by the periodic fee has been completed.</li> </ul>					
<a href="#">Texas</a>	Provider may not bill an insurer for care that is paid under an agreement.					
<a href="#">Utah</a>	<ul style="list-style-type: none"> <li>• Provider, but not the patient, is prohibited from billing an insurer for the services provided under the agreement.</li> </ul>					

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<a href="#"><u>Virginia</u></a>	Provider may not require patients to pay monthly periodic fees prior to initiation of the direct agreement coverage period.		Direct primary care provider may participate in a health insurance carrier network so long as the provider is willing and able to meet the terms and conditions of network membership set by the health insurance carrier.			

State	<b>Fee Arrangement</b> (3rd party billing; monthly billing; duration etc.)	<b>Accepting/Declining New Patients</b>	<b>Coordination with Insurance</b>	<b>Panel Size</b>	<b>Financial Solvency</b>	<b>Oversight Agency</b>
<a href="#">Washington</a>	<ul style="list-style-type: none"> <li>• Fee must be charged on monthly basis</li> <li>• Provider must bill at the end of the month or refund unearned, advance direct fees</li> <li>• Funds paid more than one month in advance must be held in a trust account</li> <li>• Fee rates may not be increased over the annual negotiated amount more frequently than once a year</li> <li>• Notice of changes to fee schedule must be provided at least 60 days in advance of change</li> <li>• Fees for comparable services cannot vary from patient to patient based on health status or sex</li> <li>• Practices may accept payment of fees directly or indirectly from third parties but cannot enter into a contract with an employer.</li> </ul>	<p>Providers cannot decline to accept any patient solely on account of race, religion, national origin, the presence of any sensory, mental, or physical disability, education, economic status, or sexual orientation or solely because of patient's health status.</p> <p>May decline to accept a patient if the practice has reached its maximum capacity or if the patient's medical condition is such that the provider is unable to provide the appropriate level and type of health care services.</p>	<p>Allows providers to enter into participating provider contracts with several restrictions and requirements.</p>			

State	<b>Fee Arrangement</b> (3rd party billing; monthly billing; duration etc.)	<b>Accepting/Declining New Patients</b>	<b>Coordination with Insurance</b>	<b>Panel Size</b>	<b>Financial Solvency</b>	<b>Oversight Agency</b>
<a href="#">West Virginia</a>	<ul style="list-style-type: none"> <li>• Maximum of 12 month duration</li> <li>• Funds may not be earned by practice until month of ongoing care is completed</li> <li>• Any per visit charges must be less than the monthly equivalent of the periodic fee</li> <li>• Provider may not bill any third-party payer for services rendered or products sold under an agreement</li> <li>• Provider may not bill third parties on a fee for service basis for services provided under the agreement.</li> </ul>					Rulemaking authority for Boards of Medicine, Osteopathic Medicine, Optometry, Chiropractic, Dentistry, Examiners for Registered Professional Nurses
<a href="#">Wyoming</a>	<ul style="list-style-type: none"> <li>• Fees may be paid by third party</li> <li>• Provider cannot seek additional reimbursement for health care services included in the periodic fee.</li> </ul>					

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<a href="#">Wisconsin</a>	<ul style="list-style-type: none"> <li>• Provider and patient are prohibited from billing insurer or 3rd party on fee-for-service basis for services provided under agreement</li> <li>• Patient must pay for all services not specified in agreement</li> </ul>	In selecting patients, provider may not discriminate on the basis of age, citizenship status, color, disability, gender or gender identity, genetic information, health status, existence of preexisting condition, national origin, race, religion, sex, sexual orientation, or any other protected class but may base fees on age.	Provider may participate in insurance network if compliant with the terms of the agreement with insurer			