

PLEASE NOTE: Legislative Information **cannot** perform research, provide legal advice, or interpret Maine law. For legal assistance, please contact a qualified attorney.

An Act Governing Direct Primary Care Membership Agreements

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 22 MRSA c. 403-A is enacted to read:

CHAPTER 403-A

HEALTH CARE EMPOWERMENT ACT

§ 1771. Care outside of insurance plan

1. Short title. This chapter may be known and cited as "the Health Care Empowerment Act."

2. Care outside of plan. Nothing in state law may be construed as prohibiting a patient or legal representative of a patient from seeking care outside of an insurance plan or outside of the Medicaid or Medicare program and paying for such care.

3. Acceptance of payment. Nothing in state law may be construed as prohibiting a physician, other medical professional or a medical facility from accepting payment for services or medical products outside of an insurance plan.

Nothing in state law may be construed as prohibiting a physician, other medical professional or a medical facility from accepting payment for services or medical products provided to a Medicaid or Medicare beneficiary, as long as the physician, medical professional or medical facility has opted out of the Medicare program. As used in this section, "medical products" includes, but is not limited to, prescription drugs and pharmaceuticals.

4. Benefits not forfeited. A patient or legal representative of a patient does not forfeit insurance benefits, Medicaid benefits or Medicare benefits by purchasing medical services or medical products outside of an insurance plan or the Medicaid or Medicare program.

5. Not offer of insurance. The offer and provision of medical services or medical products purchased and provided under this Act may not be considered an offer of insurance and are not governed by the insurance laws of this State.

§ 1772. Direct primary care membership agreements

1. Definitions. As used in this section, unless the context otherwise indicates, the following terms have the following meanings.

A. "Direct primary care membership agreement" means a contractual agreement between a direct primary care provider and an individual patient, or the patient's legal representative, in which:

(1) The direct primary care provider agrees to provide primary care services to the individual patient for an agreed-to fee over an agreed-to period of time;

(2) The direct primary care provider agrees not to bill 3rd parties on a fee-for-service basis; and

(3) Any per-visit charges under the agreement are less than the monthly equivalent of the periodic fee.

B. "Direct primary care provider" means an individual or legal entity licensed, registered or otherwise authorized to provide primary care services in this State that enters into a direct primary care membership agreement. The term includes, but is not limited to, an individual primary care provider or other legal entity alone or with others professionally associated with the individual or other legal entity.

2. Not insurance. A direct primary care membership agreement is not insurance and is not subject to regulation by the Department of Professional and Financial Regulation, Bureau of Insurance.

3. Not subject to Maine Insurance Code. Entering into a direct primary care membership agreement is not the business of insurance and is not subject to the Maine Insurance Code or rules adopted pursuant to the Maine Insurance Code.

4. License not required. A direct primary care provider or the agent of a direct primary care provider is not required to obtain a certification of authority or license under Title 24 or the Maine Insurance Code to market, sell or offer to sell a direct primary care membership agreement.

5. Not a medical discount plan. A direct primary care membership agreement is not a medical discount plan, and a direct primary care provider is not required to register as a medical discount plan.

6. Termination. A direct primary care membership agreement must:

A. Allow either party to terminate the agreement upon written or electronic notice to the other party. Either party may require up to 90 days' advance notice prior to cancellation; and

B. Provide that, upon termination of the agreement by an individual patient, all unearned fees must be returned to the patient, minus predetermined administrative fees, if any, as specified in the agreement.

SUMMARY

This bill provides that nothing in state law may be construed as prohibiting a patient or legal representative of a patient from seeking care outside of an insurance plan or outside of the Medicaid or Medicare program and paying for such care. It also provides that nothing in state law may be construed as prohibiting a physician, other medical professional or a medical facility from accepting payment for services or medical products outside of an insurance plan. It provides that a direct primary care membership agreement not insurance and is not subject to regulation by the Department of Professional and Financial Regulation, Bureau of Insurance. A direct primary care membership agreement is defined as a contract between a direct primary care provider and an individual patient or legal representative of a patient in which the provider agrees to provide primary care services to the individual patient for an agreed-to fee over an agreed-to period of time, the provider agrees not to bill 3rd parties on a fee-for-service basis and any per-visit charges under the agreement are less than the monthly equivalent of the provider fee.