

CHAPTER 131

(House Bill 141)

AN ACT concerning

~~Insurance – Contracts Between Insurers and Health Care Providers – Prohibitions~~ Insurer Provider Panels – Health Care Providers

FOR the purpose of prohibiting an insurer and an entity that contracts with health care providers on behalf of an insurer from assigning, transferring, or subcontracting a health care provider's contract to an insurer that offers personal injury protection coverage or workers' compensation insurance under certain circumstances; prohibiting an insurer and an entity that contracts directly with health care providers on behalf of an insurer from terminating, limiting, or otherwise impairing the contract or employment of a health care provider with the insurer under certain circumstances from using an insurer provider panel if the provider contract for the insurer provider panel requires a provider to participate on the insurer provider panel as a condition of participating on a health maintenance organization provider panel or a non-health maintenance organization provider panel; requiring insurers and entities that contract with health care providers on behalf of insurers an entity arranging an insurer provider panel to provide certain information to a health care provider at certain times; defining certain terms; and generally relating to contracts between insurers insurer provider panels and health care providers.

BY adding to

Article – Insurance
Section 19-115
Annotated Code of Maryland
(2006 Replacement Volume and 2008 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND, That the Laws of Maryland read as follows:

Article – Insurance

19-115.

~~(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.~~

~~(2) “CONTRACT” MEANS THE IMPLIED OR EXPRESS AGREEMENT BETWEEN A HEALTH CARE PROVIDER AND AN INSURER OR AN ENTITY THAT CONTRACTS WITH HEALTH CARE PROVIDERS ON BEHALF OF AN INSURER,~~

~~INCLUDING THE RIGHTS, OBLIGATIONS, AND FEE SCHEDULE FOR THE PROVISION OF HEALTH CARE SERVICES.~~

~~(3) "HEALTH CARE PROVIDER" MEANS AN INDIVIDUAL WHO IS LICENSED, CERTIFIED, OR OTHERWISE AUTHORIZED UNDER THE HEALTH OCCUPATIONS ARTICLE TO PROVIDE HEALTH CARE SERVICES.~~

~~(B) (1) AN INSURER OR AN ENTITY THAT CONTRACTS DIRECTLY WITH HEALTH CARE PROVIDERS ON BEHALF OF AN INSURER MAY NOT IN ANY MANNER ASSIGN, TRANSFER, OR SUBCONTRACT A HEALTH CARE PROVIDER'S CONTRACT, WHOLLY OR PARTLY, TO AN INSURER THAT OFFERS PERSONAL INJURY PROTECTION COVERAGE UNDER § 19-505 OF THIS TITLE WITHOUT FIRST INFORMING THE HEALTH CARE PROVIDER AND OBTAINING THE HEALTH CARE PROVIDER'S EXPRESS WRITTEN CONSENT.~~

~~(2) AN INSURER OR AN ENTITY THAT CONTRACTS WITH HEALTH CARE PROVIDERS ON BEHALF OF AN INSURER MAY NOT TERMINATE, LIMIT, OR OTHERWISE IMPAIR THE CONTRACT OR EMPLOYMENT OF A HEALTH CARE PROVIDER WITH THE INSURER ON THE BASIS THAT THE HEALTH CARE PROVIDER REFUSED TO AGREE TO AN ASSIGNMENT, TRANSFER, OR SUBCONTRACT OF ALL OR PART OF THE HEALTH CARE PROVIDER'S CONTRACT TO AN INSURER THAT OFFERS PERSONAL INJURY PROTECTION COVERAGE UNDER § 19-505 OF THIS TITLE.~~

~~(C) (1) AN INSURER OR AN ENTITY THAT CONTRACTS DIRECTLY WITH HEALTH CARE PROVIDERS ON BEHALF OF AN INSURER MAY NOT IN ANY MANNER ASSIGN, TRANSFER, OR SUBCONTRACT A HEALTH CARE PROVIDER'S CONTRACT, WHOLLY OR PARTLY, TO AN INSURER THAT OFFERS WORKERS' COMPENSATION INSURANCE WITHOUT FIRST INFORMING THE HEALTH CARE PROVIDER AND OBTAINING THE HEALTH CARE PROVIDER'S EXPRESS WRITTEN CONSENT.~~

~~(2) AN INSURER OR AN ENTITY THAT CONTRACTS WITH HEALTH CARE PROVIDERS ON BEHALF OF AN INSURER MAY NOT TERMINATE, LIMIT, OR OTHERWISE IMPAIR THE CONTRACT OR EMPLOYMENT OF A HEALTH CARE PROVIDER WITH THE INSURER ON THE BASIS THAT THE HEALTH CARE PROVIDER REFUSED TO AGREE TO AN ASSIGNMENT, TRANSFER, OR SUBCONTRACT OF ALL OR PART OF THE HEALTH CARE PROVIDER'S CONTRACT TO AN INSURER THAT OFFERS WORKERS' COMPENSATION INSURANCE.~~

~~(D) AN INSURER OR AN ENTITY THAT CONTRACTS WITH HEALTH CARE PROVIDERS ON BEHALF OF AN INSURER SHALL PROVIDE TO A HEALTH CARE~~

~~PROVIDER A SCHEDULE OF APPLICABLE FEES FOR UP TO THE 50 MOST COMMON SERVICES BILLED BY A HEALTH CARE PROVIDER IN THAT SPECIALTY:~~

- ~~(1) IN WRITING AT THE TIME OF CONTRACT EXECUTION;~~
- ~~(2) IN WRITING OR ELECTRONICALLY 30 DAYS PRIOR TO A CHANGE; AND~~
- ~~(3) IN WRITING OR ELECTRONICALLY UPON REQUEST OF THE HEALTH CARE PROVIDER.~~

(A) (1) IN THIS SECTION THE FOLLOWING WORDS HAVE THE MEANINGS INDICATED.

(2) "HEALTH CARE PROVIDER" MEANS AN INDIVIDUAL WHO IS LICENSED, CERTIFIED, OR OTHERWISE AUTHORIZED UNDER THE HEALTH OCCUPATIONS ARTICLE TO PROVIDE HEALTH CARE SERVICES.

(3) "HMO PROVIDER PANEL" MEANS A PROVIDER PANEL FOR ONE OR MORE HEALTH MAINTENANCE ORGANIZATIONS.

(4) "INSURER PROVIDER PANEL" MEANS A PROVIDER PANEL FOR ONE OR MORE INSURERS ENGAGED IN THE BUSINESS OF CASUALTY INSURANCE OR PROPERTY INSURANCE.

(5) "NON-HMO PROVIDER PANEL" MEANS A PROVIDER PANEL FOR ONE OR MORE NONPROFIT HEALTH SERVICE PLANS OR INSURERS.

(6) "PROVIDER CONTRACT" MEANS A CONTRACT BETWEEN A HEALTH CARE PROVIDER AND AN ENTITY THAT CONTRACTS WITH A HEALTH CARE PROVIDER TO SERVE ON AN INSURER PROVIDER PANEL, AN HMO PROVIDER PANEL, OR A NON-HMO PROVIDER PANEL.

(B) (1) AN INSURER MAY NOT USE AN INSURER PROVIDER PANEL IF THE PROVIDER CONTRACT FOR THE INSURER PROVIDER PANEL REQUIRES A PROVIDER TO PARTICIPATE ON THE INSURER PROVIDER PANEL AS A CONDITION OF PARTICIPATING ON AN HMO PROVIDER PANEL OR A NON-HMO PROVIDER PANEL.

(2) AN ENTITY ARRANGING AN INSURER PROVIDER PANEL SHALL PROVIDE A HEALTH CARE PROVIDER A SCHEDULE OF APPLICABLE FEES FOR UP TO THE 50 MOST COMMON SERVICES BILLED BY A HEALTH CARE PROVIDER IN THE SPECIALTY OF THE HEALTH CARE PROVIDER:

(I) IN WRITING AT THE TIME OF EXECUTION OF A PROVIDER CONTRACT;

(II) IN WRITING OR ELECTRONICALLY 30 DAYS BEFORE A CHANGE IN THE SCHEDULE OF APPLICABLE FEES; AND

(III) IN WRITING OR ELECTRONICALLY ON REQUEST OF THE HEALTH CARE PROVIDER.

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect October 1, 2009.

Approved by the Governor, April 14, 2009.