

STATE OF MAINE

IN THE YEAR OF OUR LORD
TWO THOUSAND AND SEVENTEEN

S.P. 472 - L.D. 1385

An Act Governing Direct Primary Care Service 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

DIRECT PRIMARY CARE SERVICE AGREEMENTS

§1771. Direct primary care service agreements

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

A. "Direct primary care service 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; and
- (2) The direct primary care provider agrees not to bill 3rd parties on a fee-for-service or capitated basis for services already covered in the direct primary care service agreement.

B. "Direct primary care provider" means an individual who is a licensed physician or osteopathic physician or other advanced health care practitioner who is authorized to engage in independent medical practice in this State, who is qualified to provide primary care services and who chooses to practice direct primary care by entering into a direct primary care service agreement with patients. The term includes, but is not limited to, an individual primary care provider or a group of primary care providers.

C. "Primary care" means outpatient, nonspecialty health care services or the coordination of health care for the purpose of:

- (1) Promoting or maintaining mental and physical health and wellness; and
- (2) The diagnosis, treatment or management of acute or chronic conditions caused by disease, injury or illness.

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

3. Ability to contract. A direct primary care service agreement is an agreement between the direct primary care provider and either an individual or the individual's representative, regardless of whether the periodic fee or other fees are paid by the individual, the individual's representative or a 3rd party.

4. Covered services. A direct primary care service agreement covers only the services specified in the agreement. Any goods or services that are not covered by the direct primary care service agreement may be billed separately.

5. Disclosure. A direct primary care service agreement must clearly state within the agreement that direct primary care services are not considered health insurance and do not meet requirements of any federal law mandating individuals to purchase health insurance and that the fees charged in the agreement may not be reimbursed or apply towards a deductible under a health insurance policy with an insurer.

6. Other care not prohibited. A primary care provider is considered a direct primary care provider only when the provider is engaged in a direct primary care service agreement with a patient or group of patients. A primary care provider is not prohibited from providing care to other patients under a separate agreement or contract with an insurer.

7. Other agreements not prohibited. This section does not prohibit a direct primary care provider from entering into:

- A. An agreement with an insurer offering a policy specifically designed to supplement a direct primary care service agreement; or
- B. A pilot program for direct primary care with a federal or state agency that provides health coverage.