

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND THIRTY-SECOND LEGISLATURE

FIRST REGULAR SESSION
December 4, 2024 to March 21, 2025

FIRST SPECIAL SESSION
March 25, 2025 to June 25, 2025

THE GENERAL EFFECTIVE DATE FOR
FIRST REGULAR SESSION
NONEMERGENCY LAWS IS
JUNE 20, 2025

THE GENERAL EFFECTIVE DATE FOR
FIRST SPECIAL SESSION
NONEMERGENCY LAWS IS
SEPTEMBER 24, 2025

PUBLISHED BY THE REVISOR OF STATUTES
IN ACCORDANCE WITH THE MAINE REVISED STATUTES ANNOTATED,
TITLE 3, SECTION 163-A, SUBSECTION 4.

Augusta, Maine
2025

is extended under this subparagraph may continue to use the original assessed value of the district.

For purposes of this subparagraph, "affordable housing" means a decent, safe and sanitary dwelling, apartment or other living accommodation for a household whose income does not exceed 120% of the median income for the area as defined by the United States Department of Housing and Urban Development under the United States Housing Act of 1937, Public Law 75-412, 50 Stat. 888, Section 8; "transit-oriented development" means a type of development that links land use with transit facilities by combining housing with complementary public uses, including jobs, and retail or services establishments, ~~that are located in transit-served nodes or corridors~~ rely on transit as one of the means of meeting the transportation needs of residents, customers and occupants, regardless of whether the development is located in a transit-oriented development district, area or corridor or a transit-served node; and "original assessed value" means the taxable assessed value of a district as of March 31st of the tax year preceding the year in which it was designated by a municipality and approved by the commissioner under section 5226, subsection 2; and

See title page for effective date.

CHAPTER 357

H.P. 779 - L.D. 1174

An Act to Limit the Liability of Gun Shops That Provide Firearm Hold Agreements

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

Sec. 1. 25 MRSA §2017 is enacted to read:

§2017. Limitation of liability of holder of firearm hold agreement

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

A. "Firearm" has the same meaning as in Title 17-A, section 2, subsection 12-A.

B. "Firearm hold agreement" means a written agreement between a firearm owner and another person in which the person at the owner's request takes physical possession of a lawfully possessed firearm of the owner and holds the firearm for an agreed period of time.

C. "Gun shop" has the same meaning as in section 2015, subsection 1, paragraph D.

2. Holding firearms for 3rd parties. A gun shop may take possession of a firearm from a person for safekeeping under the following conditions:

A. The gun shop enters into a firearm hold agreement with the owner of the firearm; and

B. The gun shop contacts the owner of the firearm every 6 months after taking possession of the firearm until the firearm is returned to the owner of the firearm.

3. Immunity from liability. An action may not be taken against a gun shop that entered into a firearm hold agreement for returning the firearm to the owner of the firearm at the termination of the firearm hold agreement. The immunity provided in this subsection does not apply to otherwise unlawful conduct of the gun shop returning the firearm to the owner of the firearm under this section. An action may not be brought against a person for refusing to enter into a firearm hold agreement with any person.

4. Rules. The Department of Public Safety shall adopt rules to carry out the purposes of this section. Rules adopted under this subsection are routine technical rules under Title 5, chapter 375, subchapter 2-A.

Sec. 2. Department of Public Safety to create firearm hold agreement form. By January 1, 2026, the Department of Public Safety shall create a firearm hold agreement form to be used by gun shops that hold firearms in accordance with the Maine Revised Statutes, Title 25, section 2017. The firearm hold agreement form must indicate an immediate family member or other individual who may lawfully possess a firearm and who may take possession of the firearm upon proof of the death of the owner of the firearm during the pendency of the firearm hold agreement.

See title page for effective date.

CHAPTER 358

H.P. 995 - L.D. 1511

An Act to Expand Direct Health Care Service Arrangements

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

Sec. 1. 22 MRSA c. 403-A, headnote is amended to read:

CHAPTER 403-A

DIRECT PRIMARY HEALTH CARE SERVICE AGREEMENTS

Sec. 2. 22 MRSA §1771, as enacted by PL 2017, c. 112, §1, is amended to read:

§1771. Direct primary health 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 health care service agreement" means a contractual agreement between a direct primary health care provider and an individual patient, or the patient's legal representative, in which:

- (1) The direct primary health care provider agrees to provide primary health care services to the individual patient for an agreed-to fee over an agreed-to period of time; and
- (2) The direct primary health care provider agrees not to bill 3rd parties on a fee-for-service or capitated basis for services already covered in the direct primary health care service agreement.

B. "Direct primary health care provider" means an individual who is a licensed allopathic 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 health care by entering into a direct primary health care service agreement with patients. The term includes, but is not limited to, an individual primary health care provider or a group of primary health 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.~~

D. "Health care" has the same meaning as in section 1711-C, subsection 1, paragraph C.

2. Not insurance. A direct primary health 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 health care service agreement is an agreement between the direct primary health 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 health care service agreement covers only the services specified in the agreement. Any goods or services that are not covered by the direct primary health care service agreement may be billed separately.

5. Disclosure. A direct primary health care service agreement must clearly state within the agreement that direct primary health 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 health care provider is considered a direct primary health care provider only when the provider is engaged in a direct primary health care service agreement with a patient or group of patients. A primary health 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 health care provider from entering into:

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

Sec. 3. 24-A MRSA §4303, sub-§22, as amended by PL 2019, c. 178, §1, is further amended to read:

22. Denial of referral by out-of-network provider prohibited. Beginning January 1, 2018, a carrier may not deny payment for any health care service covered under an enrollee's health plan based solely on the basis that the enrollee's referral was made by a direct primary health care provider who is not a member of the carrier's provider network. A carrier may not apply a deductible, coinsurance or copayment greater than the applicable deductible, coinsurance or copayment that would apply to the same health care service if the service was referred by a participating primary care provider. A carrier may require a direct primary health care provider making a referral who is not a member of the carrier's provider network to provide information demonstrating that the provider is a direct primary health care provider through a written attestation or copy of a direct primary health care service agreement with an enrollee and may request additional information necessary to implement this subsection. As used in this subsection, "direct primary health care provider" has the same meaning as in Title 22, section 1771, subsection 1, paragraph B.

See title page for effective date.