

MAINE STATE LEGISLATURE

The following document is provided by the
LAW AND LEGISLATIVE DIGITAL LIBRARY
at the Maine State Law and Legislative Reference Library
<http://legislature.maine.gov/lawlib>



Reproduced from electronic originals
(may include minor formatting differences from printed original)

LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE
ONE HUNDRED AND TWENTIETH LEGISLATURE
FIRST REGULAR SESSION
December 6, 2000 to June 22, 2001

THE GENERAL EFFECTIVE DATE FOR
FIRST REGULAR SESSION
NON-EMERGENCY LAWS IS
SEPTEMBER 21, 2001

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

J.S. McCarthy Company
Augusta, Maine
2001

Sec. 10. **32 MRSA §13862, 2nd ¶**, as amended by PL 1989, c. 752, is further amended to read:

Nothing in this section may prohibit disclosure by a person licensed under this chapter of information concerning a client when that disclosure is required by law and nothing in this section may modify or affect Title 22, sections 3477 to 3479-A and ~~4011~~ 4011-A to 4015.

See title page for effective date.

CHAPTER 346

H.P. 209 - L.D. 244

An Act to Continue the Privacy Protection of Health Care Information

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

Sec. 1. **22 MRSA §1711-C, sub-§17**, as enacted by PL 1999, c. 512, Pt. A, §5 and affected by §7, is repealed.

See title page for effective date.

CHAPTER 347

H.P. 1256 - L.D. 1703

An Act to Ensure Access to Health Insurance

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

Sec. 1. **24 MRSA §2319-A** is enacted to read:
§2319-A. Mandated offer of domestic partner benefits

1. Definition. As used in this section, unless the context otherwise indicates, "domestic partner" means the partner of a subscriber or member who:

- A. Is a mentally competent adult as is the subscriber or member;
- B. Has been legally domiciled with the subscriber or member for at least 12 months;
- C. Is not legally married to or legally separated from another individual;
- D. Is the sole partner of the subscriber or member and expects to remain so; and

E. Is jointly responsible with the subscriber or member for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements or joint ownership of real or personal property.

2. Mandated offer of domestic partner benefits. All individual or group contracts issued by any nonprofit hospital or medical service organization operating pursuant to this chapter must make available to an individual or group policyholder the option for additional benefits for the domestic partner of a subscriber or member, at appropriate rates and under the same terms and conditions as those benefits or options for benefits are provided to spouses of married subscribers or members covered under an individual or group policy.

3. Financial dependency. Financial dependency of a domestic partner on the subscriber or member may not be required as a condition for eligibility for coverage.

4. Evidence of domestic partnership. As a condition of eligibility for coverage, a nonprofit hospital and medical service organization or a group policyholder may require a subscriber or member and the subscriber's or member's domestic partner to sign an affidavit attesting that the subscriber or member and the subscriber's or member's domestic partner meet the definition in subsection 1 and to show documentation of joint ownership or occupancy of real property, such as a joint deed, joint mortgage or joint lease, or the existence of a joint credit card, joint bank account or powers of attorney in which each domestic partner is authorized to act for the other.

5. Preexisting conditions. A domestic partner is subject to the same provisions on coverage of preexisting conditions as any spouse or dependent of a subscriber or member.

6. Termination of domestic partner benefits. A nonprofit hospital and medical service organization may terminate coverage in accordance with other applicable provisions of this Title for the domestic partner of a subscriber or member upon notification by the subscriber or member that the domestic partner relationship has terminated. A subscriber or member may not enroll another individual as a domestic partner under an individual or group contract until 12 months after the termination of coverage for a prior domestic partner.

7. Construction. This section does not prohibit a nonprofit hospital and medical service organization from negotiating a policy providing domestic partner benefits to a policyholder that does not comply with the requirements of this section.

Sec. 2. 24-A MRSA §2741-A is enacted to read:

§2741-A. Mandated offer of domestic partner benefits

1. Definition. As used in this section, unless the context otherwise indicates, "domestic partner" means the partner of a policyholder who:

- A. Is a mentally competent adult as is the policyholder;
- B. Has been legally domiciled with the policyholder for at least 12 months;
- C. Is not legally married to or legally separated from another individual;
- D. Is the sole partner of the policyholder and expects to remain so; and
- E. Is jointly responsible with the policyholder for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements or joint ownership of real or personal property.

2. Mandated offer of domestic partner benefits. All individual health insurance policies or contracts issued by any insurer operating pursuant to this chapter must make available to policyholders the option for additional benefits for the domestic partner of a policyholder, at appropriate rates and under the same terms and conditions as those benefits or options for benefits are provided to spouses of married policyholders.

3. Financial dependency. Financial dependency of a domestic partner on the policyholder may not be required as a condition for eligibility for coverage.

4. Evidence of domestic partnership. As a condition of eligibility for coverage, an insurer may require a policyholder and the policyholder's domestic partner to sign an affidavit attesting that the policyholder and the policyholder's domestic partner meet the definition in subsection 1 and to show documentation of joint ownership or occupancy of real property, such as a joint deed, joint mortgage or a joint lease, or the existence of a joint credit card, joint bank account or powers of attorney in which each domestic partner is authorized to act for the other.

5. Preexisting conditions. A domestic partner is subject to the same provisions on coverage of preexisting conditions as any spouse or dependent of a policyholder.

6. Termination of domestic partner benefits. An insurer may terminate coverage in accordance with

other applicable provisions of this Title for the domestic partner of a policyholder upon notification by the policyholder that the domestic partner relationship has terminated. A policyholder may not enroll another individual as a domestic partner under an individual contract until 12 months after the termination of coverage for a prior domestic partner.

7. Construction. This section does not prohibit an insurer from negotiating a policy providing domestic partner benefits to a policyholder that does not comply with the requirements of this section.

8. Exemption. This section does not apply to accidental injury, specified disease, hospital indemnity, Medicare supplement, disability income, long-term care and other limited benefit health insurance policies.

Sec. 3. 24-A MRSA §2832-A is enacted to read:

§2832-A. Mandated offer of domestic partner benefits

1. Definition. As used in this section, unless the context otherwise indicates, "domestic partner" means the partner of a certificate holder who:

- A. Is a mentally competent adult as is the certificate holder;
- B. Has been legally domiciled with the certificate holder for at least 12 months;
- C. Is not legally married to or legally separated from another individual;
- D. Is the sole partner of the certificate holder and expects to remain so; and
- E. Is jointly responsible with the certificate holder for each other's common welfare as evidenced by joint living arrangements, joint financial arrangements or joint ownership of real or personal property.

2. Mandated offer of domestic partner benefits. All group or blanket health insurance policies or contracts issued by any insurer operating pursuant to this chapter must make available to group policyholders the option for additional benefits for the domestic partner of a certificate holder, at appropriate rates and under the same terms and conditions as those benefits or options for benefits are provided to spouses of married certificate holders covered under a group policy.

3. Financial dependency. Financial dependency of a domestic partner on the certificate holder may not be required as a condition for eligibility for coverage.

4. Evidence of domestic partnership. As a condition of eligibility for coverage, an insurer or group policyholder may require a certificate holder and the certificate holder's domestic partner to sign an affidavit attesting that the certificate holder and the certificate holder's domestic partner meet the definition in subsection 1 and to show documentation of joint ownership or occupancy of real property, such as a joint deed, joint mortgage or a joint lease, or the existence of a joint credit card, joint bank account or powers of attorney in which each domestic partner is authorized to act for the other.

5. Preexisting conditions. A domestic partner is subject to the same provisions on coverage of preexisting conditions as any spouse or dependent of a certificate holder.

6. Termination of domestic partner benefits. An insurer may terminate coverage in accordance with other applicable provisions of this Title for the domestic partner of a certificate holder upon notification by the certificate holder that the domestic partner relationship has terminated. A certificate holder may not enroll another individual as a domestic partner under a group contract until 12 months after the termination of coverage for a prior domestic partner.

7. Construction. This section does not prohibit an insurer from negotiating a policy providing domestic partner benefits to a policyholder that does not comply with the requirements of this section.

8. Exemption. This section does not apply to accidental injury, specified disease, hospital indemnity, Medicare supplement, disability income, long-term care and other limited benefit health insurance policies.

Sec. 4. 24-A MRSA §4249 is enacted to read:

§4249. Mandated offer of domestic partner benefits

1. Definition. As used in this section, unless the context otherwise indicates, "domestic partner" means the partner of an enrollee or member who:

- A. Is a mentally competent adult as is the enrollee or member;
- B. Has been legally domiciled with the enrollee or member for at least 12 months;
- C. Is not legally married to or legally separated from another individual;
- D. Is the sole partner of the enrollee or member and expects to remain so; and
- E. Is jointly responsible with the enrollee or member for each other's common welfare as evi-

denced by joint living arrangements, joint financial arrangements or joint ownership of real or personal property.

2. Mandated offer of domestic partner benefits. All individual or group policies or contracts issued by any health maintenance organization operating pursuant to this chapter must make available to an individual or group policyholder the option for additional benefits for the domestic partner of an enrollee or member, at appropriate rates and under the same terms and conditions as those benefits or options for benefits are provided to spouses of married enrollees or members covered under a health maintenance organization individual or group contract.

3. Financial dependency. Financial dependency of a domestic partner on the enrollee or member may not be required as a condition for eligibility for coverage.

4. Evidence of domestic partnership. As a condition of eligibility for coverage, a health maintenance organization or group policyholder may require an enrollee or member and the enrollee's or member's domestic partner to sign an affidavit attesting that the enrollee or member and enrollee's or member's domestic partner meet the definition in subsection 1 and to show documentation of joint ownership or occupancy of real property, such as a joint deed, joint mortgage or a joint lease, or the existence of a joint credit card, joint bank account or powers of attorney in which each domestic partner is authorized to act for the other.

5. Preexisting conditions. A domestic partner is subject to the same provisions on coverage of preexisting conditions as any spouse or dependent of an enrollee or member.

6. Termination of domestic partner benefits. A health maintenance organization may terminate coverage in accordance with other applicable provisions of this Title for the domestic partner of an enrollee or member upon notification by the enrollee or member that the domestic partner relationship has terminated. An enrollee or member may not enroll another individual as a domestic partner under an individual or group contract until 12 months after the termination of coverage for a prior domestic partner.

7. Construction. This section does not prohibit a health maintenance organization from negotiating a policy providing domestic partner benefits to a policyholder that does not comply with the requirements of this section.

Sec. 5. Application. The requirements of this Act apply to all policies, contracts and certificates executed, delivered, issued for delivery, continued or renewed in this State on or after January 1, 2002. For

purposes of this Act, all contracts are deemed to be renewed no later than the next yearly anniversary of the contract date.

See title page for effective date.

CHAPTER 348

S.P. 209 - L.D. 774

An Act to Require the Destruction of Certain Confiscated and Forfeited Handguns

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

Sec. 1. 12 MRSA §7035, sub-§7, as amended by PL 1995, c. 346, §1, is further amended to read:

7. Sale of arms and ammunition. The commissioner may sell all property held or confiscated by the State for violation of laws relating to the protection of inland fisheries and wildlife, except that a confiscated or forfeited handgun that was confiscated or forfeited because it was used to commit a homicide must be destroyed by the State unless the handgun was stolen and the rightful owner was not the person who committed the homicide, in which case the handgun must be returned to the owner if ascertainable. For purposes of this subsection, "handgun" means a firearm, including a pistol or revolver, designed to be fired by use of a single hand. The commissioner shall transmit all money received by the sales to the Treasurer of State to be credited to the department.

Sec. 2. 15 MRSA §5821, sub-§3-A, as enacted by PL 1989, c. 448, §2, is amended to read:

3-A. Firearms and other weapons. Law enforcement officers may seize all firearms and dangerous weapons that they may find in any lawful search for scheduled drugs in which scheduled drugs are found. Except for those seized weapons listed in a petition filed in the Superior Court pursuant to section 5822, all weapons seized, after notice and opportunity for hearing ~~shall~~ must be forfeited to the State by the District Court 90 days after a list of the weapons and drugs seized is filed in the District Court in the district in which the weapons and drugs were seized. A weapon ~~shall~~ need not be forfeited if the owner appears prior to the declaration of forfeiture and satisfies the court, by a preponderance of evidence, of all of the following:

A. That the owner had a possessory interest in the weapon at the time of the seizure sufficient to exclude every person involved with the seized drugs or every person at the site of the seizure;

B. That the owner had no knowledge of or involvement with the drugs and was not at the site of the seizure; and

C. That the owner had not given any involved person permission to possess or use the weapon.

Post-hearing procedures ~~shall be~~ are as provided in section 5822.

A confiscated or forfeited handgun that was confiscated or forfeited because it was used to commit a homicide must be destroyed by the State unless the handgun was stolen and the rightful owner was not the person who committed the homicide, in which case the handgun must be returned to the owner if ascertainable. For purposes of this subsection, "handgun" means a firearm, including a pistol or revolver, designed to be fired by use of a single hand.

Sec. 3. 17-A MRSA §1158, as amended by PL 1995, c. 252, §1, is further amended by adding at the end a new paragraph to read:

A confiscated or forfeited handgun that was confiscated or forfeited because it was used to commit a homicide must be destroyed by the State unless the handgun was stolen and the rightful owner was not the person who committed the homicide, in which case the handgun must be returned to the owner if ascertainable. For purposes of this section, "handgun" means a firearm, including a pistol or revolver, designed to be fired by use of a single hand.

See title page for effective date.

CHAPTER 349

S.P. 391 - L.D. 1287

An Act Concerning the Administration of County Government

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

Sec. 1. 30-A MRSA §51, sub-§2, as amended by PL 1989, c. 104, Pt. C, §§8 and 10, is further amended to read:

2. Salaries; full compensation. These salaries are in full compensation for all services of the commissioners, including the management of the jails and for any expenses or travel to and from the county seat for any commissioner, except as provided in subsection 3, ~~section 82, subsection 4~~ and section 105.

Sec. 2. 30-A MRSA §82, sub-§4, as amended by PL 1995, c. 380, §1, is repealed.