

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND THIRTY-FIRST LEGISLATURE

FIRST REGULAR SESSION
December 7, 2022 to March 30, 2023

FIRST SPECIAL SESSION
April 5, 2023 to July 26, 2023

THE GENERAL EFFECTIVE DATE FOR
FIRST REGULAR SESSION
NONEMERGENCY LAWS IS
JUNE 29, 2023

THE GENERAL EFFECTIVE DATE FOR
FIRST SPECIAL SESSION
NONEMERGENCY LAWS IS
OCTOBER 25, 2023

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

Augusta, Maine
2023

from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the station; ~~and~~

Sec. 2. 37-B MRSA §264, sub-§3, ¶T, as enacted by PL 2023, c. 33, §3, is amended to read:

T. The Houlton Armory, located at 86 Pleasant Street, Houlton, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory; and

Sec. 3. 37-B MRSA §264, sub-§3, ¶U is enacted to read:

U. The Calais Armory, located at 53 Calais Avenue, Calais, by means of a quitclaim deed as long as the purchaser agrees to indemnify and hold harmless the State from all claims, including any environmental clean-up costs that may arise in connection with the land or the buildings constituting the armory.

See title page for effective date.

CHAPTER 297

H.P. 887 - L.D. 1373

An Act to Allow Employers to Shop for Competitive Health Plan Options by Expanding the Disclosure of Health Claims Information

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

Sec. 1. 24-A MRSA §2803-A, as amended by PL 2015, c. 420, §2, is further amended to read:

§2803-A. Loss information

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

A. "Insurance policy" means the insurance policy relating to the loss information requested pursuant to this section.

A-1. "High-cost claimant" means an individual insured whose aggregate claims exceed \$50,000 during the 12-month period preceding the request for loss information.

B. "Loss information" means the aggregate claims experience of the group insurance policy or contract. "Loss information" includes the amount of premium received, the amount of claims paid and the loss ratio. "Loss information" does not include any information or data pertaining to the medical

diagnosis, treatment or health status that identifies an individual covered under the group contract or policy.

C. "Loss ratio" means the ratio between the amount of premium received and the amount of claims paid by the insurer under the group insurance contract or policy.

2. Disclosure of basic loss information. Upon written request, every insurer shall provide loss information, in accordance with the minimum requirements of paragraph A, concerning a group policy or contract to its policyholder, to a former policyholder or to a school administrative unit pursuant to Title 20-A, section 1001, subsection 14, paragraph E within 21 business days of the date of the request. This subsection does not apply to a former policyholder whose coverage terminated more than 18 months prior to the date of a request. For the purposes of this subsection, "school administrative unit" has the same meaning as in Title 20-A, section 1, subsection 26.

The loss information provided by an insurer must include:

A. A minimum of 24 months of claims data or, if that period is less than 24 months, claims data for the period the policyholder, former policyholder or school administrative unit has been insured by the insurer;

B. The aggregate claims and loss ratio by month with the total medical and pharmacy claims provided separately for each month; and

C. High-cost claimant reports when there are more than 25 enrollees covered under the group policy. High-cost claimant reports must coincide with the time frames of any loss ratio reports and must include, at a minimum, enrollment status of active or terminated insureds and primary diagnosis.

3. Transmittal of request. An insurance contractor or producer or other authorized representative who receives a request for loss information in accordance with this section shall transmit the request for loss information to the insurer within 4 business days. An insurer receiving a disclosure request under subsection 2 may transmit high-cost claimant data directly to another insurer or underwriter, or to a contractor or producer that has signed with that insurer a business associate agreement that is in accordance with 45 Code of Federal Regulations, Sections 164.502(e) and 164.504(e), for the purpose of securing quotes, developing actuarial reports, facilitating claim management or other activities related to quoting or managing the group health plan sponsored by the requesting group policyholder.

4. Exception. An insurer is not required to provide the loss information described in this section for a group

that is eligible for small group coverage pursuant to section 2808-B.

See title page for effective date.

**CHAPTER 298
H.P. 1082 - L.D. 1683**

**An Act to Provide for Civil
Recovery Based on
Nonconsensual Removal of or
Tampering with a Condom and
Considering Sexual Assault in
Evaluating Parental Rights**

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

Sec. 1. 14 MRSA c. 750 is enacted to read:

CHAPTER 750

**CIVIL RECOVERY FOR NONCONSENSUAL
REMOVAL OF OR TAMPERING WITH A
CONDOM**

**§8305. Civil recovery for nonconsensual removal of
or tampering with a condom**

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

A. "Compensatory damages" includes, but is not limited to, past and future medical expenses, lost earnings, pain, suffering, mental anguish, emotional distress and loss of enjoyment of life.

B. "Sexual act" has the same meaning as in Title 17-A, section 251, subsection 1, paragraph C.

C. "Tamper" means to alter or use an item in a way that renders the item ineffective.

2. Civil action; relief. A person who engages in a consensual sexual act with another person with the understanding that a condom would be used during the sexual act may bring a civil action against the other person for actual damages, compensatory damages, punitive damages, injunctive relief, any combination of those or any other appropriate relief based on the non-consensual removal of or tampering with a condom if the other person:

A. Knowingly removes or tampers with the condom;

B. Knowingly uses a damaged condom; or

C. Misrepresents the person's intentions to use a condom.

A prevailing plaintiff is entitled to an award of attorney's fees and costs.

3. Previous consent. Evidence of consent to engage in a previous sexual act without a condom does not by itself demonstrate consent for engaging in a subsequent sexual act without a condom.

4. No limitation. The provisions of this chapter may not be construed to prohibit or limit any other cause of action that a person may have against another person who performs an action described by subsection 2.

Sec. 2. 19-A MRSA §1653, sub-§6-D is enacted to read:

6-D. Considerations for cases in which a child is conceived as a result of sexual assault or nonconsensual removal of or tampering with a condom. The court shall establish conditions of parent-child contact in cases in which a child was conceived as a result of sexual assault as described in Title 17-A, chapter 11 or as a result of nonconsensual removal of or tampering with a condom as described in Title 14, section 8305, subsection 2 as follows.

A. In evaluating parental rights and responsibilities, the court shall evaluate the specific facts of the case to assess:

(1) Whether the sexual assault or nonconsensual removal of or tampering with a condom indicates that there may be safety concerns for the child;

(2) Whether it would be in the best interest of the child for the parent who committed sexual assault or nonconsensual removal of or tampering with a condom to receive any specific counseling or treatment; and

(3) Any effect contact between the parents would have on the parent who was a victim of sexual assault or nonconsensual removal of or tampering with a condom.

In response to this evaluation, the court shall order any conditions the court concludes are appropriate to meet the child's best interest while minimizing the effect on the parent who experienced the sexual assault or nonconsensual removal of or tampering with a condom. The court may order specific conditions, including but not limited to limiting the contact between the parents or limiting or putting specific conditions on parent-child contact, including supervision.

B. The court may not order a victim of sexual assault or nonconsensual removal of or tampering with a condom to attend counseling with the parent who has committed sexual assault or nonconsensual removal of or tampering with a condom.

Sec. 3. 19-A MRSA §4103, sub-§1, ¶B, as enacted by PL 2021, c. 647, Pt. A, §3 and affected by Pt. B, §65, is amended to read:

B. Who has been a victim of conduct: