

MAINE STATE LEGISLATURE

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LAWS
OF THE
STATE OF MAINE

AS PASSED BY THE

ONE HUNDRED AND THIRTY-SECOND LEGISLATURE

SECOND REGULAR SESSION
JANUARY 7, 2026 to APRIL 29, 2026

THE GENERAL EFFECTIVE DATE FOR
SECOND REGULAR SESSION
NONEMERGENCY LAWS IS
JULY 29, 2026

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

Augusta, Maine
2026

CHAPTER 685
S.P. 866 - L.D. 2148

**An Act to Amend the Laws
Governing the Health
Insurance Premium Cap for
State Employees**

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

Sec. 1. 5 MRSA §285, sub-§7, ¶K, as amended by PL 2013, c. 368, Pt. H, §1, is further amended to read:

K. The total premium increase for active and retired state employee health insurance is capped at the fiscal year 2010-11 funding level for the fiscal years ending June 30, 2012 and June 30, 2013. The total premium increase for the fiscal years ending June 30, 2014 and June 30, 2015 is limited to no more than 1.5 percentage points per year. The total premium increase for fiscal years ending after June 30, 2015 and on or before June 30, 2026 is limited to no more than any percentage increase in the Consumer Price Index as defined in section 17001, subsection 9 plus 3%. The total premium increase for fiscal years ending after June 30, 2026 is limited to no more than any percentage increase in the Consumer Price Index as defined in section 17001, subsection 9 plus 10%. The total premium increase limit for fiscal years ending after June 30, 2026 does not apply to the fully insured Medicare Advantage prescription drug plan.

See title page for effective date.

CHAPTER 686
H.P. 1348 - L.D. 2018

**An Act to Amend the
Requirements Governing Self-
insurance Plans in the Paid
Family and Medical Leave
Benefits Program**

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

Sec. 1. 26 MRSA §850-H, sub-§2, ¶A, as enacted by PL 2023, c. 412, Pt. AAA, §7, is repealed and the following enacted in its place:

A. If the private plan is in the form of self-insurance:

(1) The employer must furnish a bond to the State with a surety company authorized to transact business in the State, in the form, amount and manner required by the department;

(2) The department may not allow the pooling of risk among multiple employers; and

(3) The department shall allow multiple employers to share the cost of legal, accounting and 3rd-party administrator expenses as long as the arrangements do not result in pooling of risk;

Sec. 2. 26 MRSA §850-H, sub-§3, ¶E, as enacted by PL 2023, c. 412, Pt. AAA, §7, is amended to read:

E. Failure to submit reports or comply with other requirements as required by the commissioner by rule; ~~or~~

Sec. 3. 26 MRSA §850-H, sub-§3, ¶F, as enacted by PL 2023, c. 412, Pt. AAA, §7, is amended to read:

F. Failure to comply with this subchapter or the rules adopted pursuant to this subchapter; ~~or~~

Sec. 4. 26 MRSA §850-H, sub-§3, ¶G is enacted to read:

G. In the case of a private plan in the form of self-insurance, the pooling of risk among multiple employers.

Sec. 5. Retroactivity. Notwithstanding the Maine Revised Statutes, Title 1, section 302, this Act applies retroactively to April 1, 2025.

See title page for effective date.

CHAPTER 687
H.P. 1397 - L.D. 2082

**An Act to Regulate the Use of
Artificial Intelligence in
Providing Certain Mental
Health Services**

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

Sec. 1. 10 MRSA §1500-EE is enacted to read:

§1500-EE. Use of artificial intelligence in therapy or psychotherapy services prohibited unless provided by licensed professional

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

A. "Artificial intelligence" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs, such as predictions, content, recommendations or decisions, that can influence physical or virtual environments.

B. "Licensed professional" means an individual who holds a valid license or certificate issued in this State to practice psychotherapy or behavioral health therapy, including:

- (1) An individual licensed pursuant to Title 32, chapter 56;
- (2) An individual licensed pursuant to Title 32, chapter 83;
- (3) An individual licensed pursuant to Title 32, chapter 119;
- (4) An individual licensed or certified pursuant to Title 32, chapter 81 and authorized to provide therapy or psychotherapy services;
- (5) An individual licensed pursuant to Title 32, chapter 31; and
- (6) A physician or physician associate licensed under Title 32, chapter 36 or 48, who specializes in the diagnosis and treatment of mental disorders.

C. "Therapeutic communication" means any verbal, nonverbal or written interaction, conducted in a clinical or professional setting, that is intended to diagnose, treat or address an individual's mental, emotional or behavioral health concerns. "Therapeutic communication" includes, but is not limited to:

- (1) Direct interactions with individuals for the purpose of understanding their thoughts, emotions or experiences;
- (2) Providing guidance, therapeutic strategies or interventions designed to achieve mental health outcomes;
- (3) Offering emotional support, reassurance or empathy in response to psychological or emotional distress;
- (4) Collaborating with individuals to develop or modify therapeutic goals or treatment plans; and
- (5) Offering behavioral feedback intended to promote psychological growth or address mental health conditions.

D. "Therapy or psychotherapy services" means services provided to diagnose, treat or address an individual's mental health or behavioral health through therapeutic communication.

2. Offering therapy or psychotherapy services through use of Internet-based artificial intelligence or otherwise prohibited unless person licensed. A person may not provide, advertise or otherwise offer therapy or psychotherapy services, including through the use of Internet-based artificial intelligence, to the

public unless the therapy or psychotherapy services are provided by a licensed professional.

3. Violation. A violation of subsection 2 is a violation of the Maine Unfair Trade Practices Act.

4. Exceptions. This section does not apply to an artificial intelligence-based intervention that is used solely within a research project approved by an institutional review board, as defined in Title 22, section 1711-C, subsection 6, paragraph G, and conducted in compliance with all applicable federal protections for human subjects in research.

Sec. 2. 32 MRSA §2113 is enacted to read:

§2113. Use of artificial intelligence to assist in providing administrative support and supplementary support in therapy or psychotherapy services

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

A. "Administrative support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication. "Administrative support" includes, but is not limited to:

- (1) Managing appointment scheduling and reminders;
- (2) Processing billing and insurance claims; and
- (3) Drafting general communications related to the logistics of delivering therapy or psychotherapy services that do not include therapeutic communication.

B. "Artificial intelligence" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs, such as predictions, content, recommendations or decisions, that can influence physical or virtual environments.

C. "Consent" means a clear, explicit and affirmative act by an individual that: unambiguously communicates the individual's express, informed, voluntary, specific and unambiguous written agreement, including a written agreement provided by electronic means or provided by initialing a specific section of an individual's general consent to treatment agreement; and is revocable by the individual.

"Consent" does not include an agreement that is obtained by:

- (1) The acceptance of a general or broad terms-of-use agreement or a similar document that contains descriptions of artificial intelligence along with unrelated information;

(2) An individual's hovering over, muting, pausing or closing a given piece of electronic content; or

(3) An agreement obtained through the use of deceptive actions.

D. "Supplementary support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication and that are not administrative support. "Supplementary support" includes, but is not limited to:

(1) Preparing and maintaining client records, including therapy notes;

(2) Analyzing anonymized data to track client progress or identify trends, subject to review by a licensed professional; and

(3) Identifying and organizing external resources or referrals for client use.

E. "Therapeutic communication" means any verbal, nonverbal or written interaction, conducted in a clinical or professional setting, that is intended to diagnose, treat or address an individual's mental, emotional or behavioral health concerns. "Therapeutic communication" includes, but is not limited to:

(1) Direct interactions with individuals for the purpose of understanding their thoughts, emotions or experiences;

(2) Providing guidance, therapeutic strategies or interventions designed to achieve mental health outcomes;

(3) Offering emotional support, reassurance or empathy in response to psychological or emotional distress;

(4) Collaborating with individuals to develop or modify therapeutic goals or treatment plans; and

(5) Offering behavioral feedback intended to promote psychological growth or address mental health conditions.

F. "Therapy or psychotherapy services" means services provided to diagnose, treat or address an individual's mental health or behavioral health through therapeutic communication.

2. Permitted use of artificial intelligence. A person licensed under this chapter, referred to in this section as "the licensee," may provide administrative support or supplementary support in the delivery of therapy or psychotherapy services through the use of artificial intelligence as long as the licensee acts within the scope of practice of the licensee's license, in accordance with

any requirements and restrictions imposed by this chapter and in accordance with standards of practice, and only if:

A. The licensee maintains full responsibility for all interactions, outputs and data use associated with the use of artificial intelligence; and

B. For the use of artificial intelligence to assist in providing supplementary support, the licensee satisfies the requirements of subsection 3.

3. Requirements of use; supplementary support. A licensee may use artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services only when the client's therapeutic session is recorded or transcribed, and only if:

A. The client or the client's legally authorized representative is informed in writing of the following:

(1) That artificial intelligence will be used;

(2) The specific purpose of the artificial intelligence tool or system that will be used; and

(3) How session data collected by artificial intelligence will be stored, retained, used for training and deleted upon termination of therapy or psychotherapy services; and

B. The client or the client's legally authorized representative provides consent to the use of artificial intelligence.

4. Prohibition of use. A licensee may use artificial intelligence to provide supplementary support only to the extent the use meets the requirements of subsection 3. A licensee may not allow artificial intelligence to:

A. Make independent therapeutic decisions;

B. Directly interact with clients in any form of therapeutic communication; or

C. Generate therapeutic recommendations or treatment plans without review and approval by the licensee.

5. Denial of treatment prohibited; failure to provide consent. A licensee may not deny, or refuse to provide, therapy or psychotherapy services to a client on the sole basis that the client has not provided consent to the use of artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services.

6. Confidentiality. When using artificial intelligence pursuant to this section, a licensee shall comply with all state and federal confidentiality and privacy laws and shall ensure that any artificial intelligence technology is compliant with all state and federal confidentiality and privacy laws.

7. Professional responsibility. All laws and rules governing professional responsibility, unprofessional

conduct and generally accepted standards of practice that apply to a licensee also apply to that licensee when using artificial intelligence pursuant to this section.

8. Violation. A violation of this section is subject to disciplinary action by the board pursuant to Title 10, section 8003, subsection 5.

9. Exception. This section does not apply to an artificial intelligence-based intervention that is used solely within a research project approved by an institutional review board, as defined in Title 22, section 1711-C, subsection 6, paragraph G, and conducted in compliance with all applicable federal protections for human subjects in research.

10. Rules. The board shall adopt rules to implement the requirements of this section. Rules adopted pursuant to this subsection are major substantive rules as described in Title 5, chapter 375, subchapter 2-A.

11. Client waiver void and unenforceable. Any waiver by a client of the provisions of this section is contrary to public policy and is void and unenforceable.

12. Right to civil action. This section may not be construed to prohibit a client or a client's authorized representative from:

A. Maintaining an action for harm caused to a client that is attributable to the use of artificial intelligence to assist in providing administrative support or supplementary support in the delivery of therapy or psychotherapy services;

B. Maintaining an action alleging professional negligence of a licensee; or

C. Seeking any other remedies available under other provisions of law.

Sec. 3. 32 MRSA §2600-G is enacted to read:

§2600-G. Use of artificial intelligence to assist in providing administrative support and supplementary support in therapy or psychotherapy services

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

A. "Administrative support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication. "Administrative support" includes, but is not limited to:

(1) Managing appointment scheduling and reminders;

(2) Processing billing and insurance claims; and

(3) Drafting general communications related to the logistics of delivering therapy or psychotherapy services that do not include therapeutic communication.

B. "Artificial intelligence" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs, such as predictions, content, recommendations or decisions, that can influence physical or virtual environments.

C. "Consent" means a clear, explicit and affirmative act by an individual that: unambiguously communicates the individual's express, informed, voluntary, specific and unambiguous written agreement, including a written agreement provided by electronic means or provided by initialing a specific section of an individual's general consent to treatment agreement; and is revocable by the individual.

"Consent" does not include an agreement that is obtained by:

(1) The acceptance of a general or broad terms-of-use agreement or a similar document that contains descriptions of artificial intelligence along with unrelated information;

(2) An individual's hovering over, muting, pausing or closing a given piece of electronic content; or

(3) An agreement obtained through the use of deceptive actions.

D. "Supplementary support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication and that are not administrative support. "Supplementary support" includes, but is not limited to:

(1) Preparing and maintaining client records, including therapy notes;

(2) Analyzing anonymized data to track client progress or identify trends, subject to review by a licensed professional; and

(3) Identifying and organizing external resources or referrals for client use.

E. "Therapeutic communication" means any verbal, nonverbal or written interaction, conducted in a clinical or professional setting, that is intended to diagnose, treat or address an individual's mental, emotional or behavioral health concerns. "Therapeutic communication" includes, but is not limited to:

(1) Direct interactions with individuals for the purpose of understanding their thoughts, emotions or experiences;

(2) Providing guidance, therapeutic strategies or interventions designed to achieve mental health outcomes;

(3) Offering emotional support, reassurance or empathy in response to psychological or emotional distress;

(4) Collaborating with individuals to develop or modify therapeutic goals or treatment plans; and

(5) Offering behavioral feedback intended to promote psychological growth or address mental health conditions.

F. "Therapy or psychotherapy services" means services provided to diagnose, treat or address an individual's mental health or behavioral health through therapeutic communication.

2. Permitted use of artificial intelligence. A person licensed or privileged to practice under this chapter, chapter 145 or chapter 145-A, referred to in this section as "the licensee," may provide administrative support or supplementary support in the delivery of therapy or psychotherapy services through the use of artificial intelligence as long as the licensee acts within the scope of practice of the licensee's license, in accordance with any requirements and restrictions imposed by this chapter and in accordance with standards of practice, and only if:

A. The licensee maintains full responsibility for all interactions, outputs and data use associated with the use of artificial intelligence; and

B. For the use of artificial intelligence to assist in providing supplementary support, the licensee satisfies the requirements of subsection 3.

3. Requirements of use; supplementary support. A licensee may use artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services only when the client's therapeutic session is recorded or transcribed, and only if:

A. The client or the client's legally authorized representative is informed in writing of the following:

(1) That artificial intelligence will be used;

(2) The specific purpose of the artificial intelligence tool or system that will be used; and

(3) How session data collected by artificial intelligence will be stored, retained, used for training and deleted upon termination of therapy or psychotherapy services; and

B. The client or the client's legally authorized representative provides consent to the use of artificial intelligence.

4. Prohibition of use. A licensee may use artificial intelligence to provide supplementary support only

to the extent the use meets the requirements of subsection 3. A licensee may not allow artificial intelligence to:

A. Make independent therapeutic decisions;

B. Directly interact with clients in any form of therapeutic communication; or

C. Generate therapeutic recommendations or treatment plans without review and approval by the licensee.

5. Denial of treatment prohibited; failure to provide consent. A licensee may not deny, or refuse to provide, therapy or psychotherapy services to a client on the sole basis that the client has not provided consent to the use of artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services.

6. Confidentiality. When using artificial intelligence pursuant to this section, a licensee shall comply with all state and federal confidentiality and privacy laws and shall ensure that any artificial intelligence technology is compliant with all state and federal confidentiality and privacy laws.

7. Professional responsibility. All laws and rules governing professional responsibility, unprofessional conduct and generally accepted standards of practice that apply to a licensee also apply to that licensee when using artificial intelligence pursuant to this section.

8. Violation. A violation of this section is subject to disciplinary action by the board pursuant to Title 10, section 8003, subsection 5.

9. Exception. This section does not apply to an artificial intelligence-based intervention that is used solely within a research project approved by an institutional review board, as defined in Title 22, section 1711-C, subsection 6, paragraph G, and conducted in compliance with all applicable federal protections for human subjects in research.

10. Rules. The board shall adopt rules to implement the requirements of this section. Rules adopted pursuant to this subsection are major substantive rules as described in Title 5, chapter 375, subchapter 2-A.

11. Client waiver void and unenforceable. Any waiver by a client of the provisions of this section is contrary to public policy and is void and unenforceable.

12. Right to civil action. This section may not be construed to prohibit a client or a client's authorized representative from:

A. Maintaining an action for harm caused to a client that is attributable to the use of artificial intelligence to assist in providing administrative support or supplementary support in the delivery of therapy or psychotherapy services;

B. Maintaining an action alleging professional negligence of a licensee; or

C. Seeking any other remedies available under other provisions of law.

Sec. 4. 32 MRSA §3300-J is enacted to read:

§3300-J. Use of artificial intelligence to assist in providing administrative support and supplementary support in therapy or psychotherapy services

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

A. "Administrative support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication. "Administrative support" includes, but is not limited to:

- (1) Managing appointment scheduling and reminders;
- (2) Processing billing and insurance claims; and
- (3) Drafting general communications related to the logistics of delivering therapy or psychotherapy services that do not include therapeutic communication.

B. "Artificial intelligence" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs, such as predictions, content, recommendations or decisions, that can influence physical or virtual environments.

C. "Consent" means a clear, explicit and affirmative act by an individual that: unambiguously communicates the individual's express, informed, voluntary, specific and unambiguous written agreement, including a written agreement provided by electronic means or provided by initialing a specific section of an individual's general consent to treatment agreement; and is revocable by the individual.

"Consent" does not include an agreement that is obtained by:

- (1) The acceptance of a general or broad terms-of-use agreement or a similar document that contains descriptions of artificial intelligence along with unrelated information;
- (2) An individual's hovering over, muting, pausing or closing a given piece of electronic content; or
- (3) An agreement obtained through the use of deceptive actions.

D. "Supplementary support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication and that are not administrative support. "Supplementary support" includes, but is not limited to:

- (1) Preparing and maintaining client records, including therapy notes;
- (2) Analyzing anonymized data to track client progress or identify trends, subject to review by a licensed professional; and
- (3) Identifying and organizing external resources or referrals for client use.

E. "Therapeutic communication" means any verbal, nonverbal or written interaction, conducted in a clinical or professional setting, that is intended to diagnose, treat or address an individual's mental, emotional or behavioral health concerns. "Therapeutic communication" includes, but is not limited to:

- (1) Direct interactions with individuals for the purpose of understanding their thoughts, emotions or experiences;
- (2) Providing guidance, therapeutic strategies or interventions designed to achieve mental health outcomes;
- (3) Offering emotional support, reassurance or empathy in response to psychological or emotional distress;
- (4) Collaborating with individuals to develop or modify therapeutic goals or treatment plans; and
- (5) Offering behavioral feedback intended to promote psychological growth or address mental health conditions.

F. "Therapy or psychotherapy services" means services provided to diagnose, treat or address an individual's mental health or behavioral health through therapeutic communication.

2. Permitted use of artificial intelligence. A person licensed or privileged to practice under this chapter, chapter 145 or chapter 145-A, referred to in this section as "the licensee," may provide administrative support or supplementary support in the delivery of therapy or psychotherapy services through the use of artificial intelligence as long as the licensee acts within the scope of practice of the licensee's license, in accordance with any requirements and restrictions imposed by this chapter and in accordance with standards of practice, and only if:

A. The licensee maintains full responsibility for all interactions, outputs and data use associated with the use of artificial intelligence; and

B. For the use of artificial intelligence to assist in providing supplementary support, the licensee satisfies the requirements of subsection 3.

3. Requirements of use; supplementary support. A licensee may use artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services only when the client's therapeutic session is recorded or transcribed, and only if:

A. The client or the client's legally authorized representative is informed in writing of the following:

- (1) That artificial intelligence will be used;
- (2) The specific purpose of the artificial intelligence tool or system that will be used; and
- (3) How session data collected by artificial intelligence will be stored, retained, used for training and deleted upon termination of therapy or psychotherapy services; and

B. The client or the client's legally authorized representative provides consent to the use of artificial intelligence.

4. Prohibition of use. A licensee may use artificial intelligence to provide supplementary support only to the extent the use meets the requirements of subsection 3. A licensee may not allow artificial intelligence to:

- A. Make independent therapeutic decisions;
- B. Directly interact with clients in any form of therapeutic communication; or
- C. Generate therapeutic recommendations or treatment plans without review and approval by the licensee.

5. Denial of treatment prohibited; failure to provide consent. A licensee may not deny, or refuse to provide, therapy or psychotherapy services to a client on the sole basis that the client has not provided consent to the use of artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services.

6. Confidentiality. When using artificial intelligence pursuant to this section, a licensee shall comply with all state and federal confidentiality and privacy laws and shall ensure that any artificial intelligence technology is compliant with all state and federal confidentiality and privacy laws.

7. Professional responsibility. All laws and rules governing professional responsibility, unprofessional conduct and generally accepted standards of practice that apply to a licensee also apply to that licensee when using artificial intelligence pursuant to this section.

8. Violation. A violation of this section is subject to disciplinary action by the board pursuant to Title 10, section 8003, subsection 5.

9. Exception. This section does not apply to an artificial intelligence-based intervention that is used solely within a research project approved by an institutional review board, as defined in Title 22, section 1711-C, subsection 6, paragraph G, and conducted in compliance with all applicable federal protections for human subjects in research.

10. Rules. The board shall adopt rules to implement the requirements of this section. Rules adopted pursuant to this subsection are major substantive rules as described in Title 5, chapter 375, subchapter 2-A.

11. Client waiver void and unenforceable. Any waiver by a client of the provisions of this section is contrary to public policy and is void and unenforceable.

12. Right to civil action. This section may not be construed to prohibit a client or a client's authorized representative from:

- A. Maintaining an action for harm caused to a client that is attributable to the use of artificial intelligence to assist in providing administrative support or supplementary support in the delivery of therapy or psychotherapy services;
- B. Maintaining an action alleging professional negligence of a licensee; or
- C. Seeking any other remedies available under other provisions of law.

Sec. 5. 32 MRSA §3820-A is enacted to read:

§3820-A. Use of artificial intelligence to assist in providing administrative support and supplementary support in therapy or psychotherapy services

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

A. "Administrative support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication. "Administrative support" includes, but is not limited to:

- (1) Managing appointment scheduling and reminders;
- (2) Processing billing and insurance claims; and
- (3) Drafting general communications related to the logistics of delivering therapy or psychotherapy services that do not include therapeutic communication.

B. "Artificial intelligence" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate out-

puts, such as predictions, content, recommendations or decisions, that can influence physical or virtual environments.

C. "Consent" means a clear, explicit and affirmative act by an individual that: unambiguously communicates the individual's express, informed, voluntary, specific and unambiguous written agreement, including a written agreement provided by electronic means or provided by initialing a specific section of an individual's general consent to treatment agreement; and is revocable by the individual.

"Consent" does not include an agreement that is obtained by:

- (1) The acceptance of a general or broad terms-of-use agreement or a similar document that contains descriptions of artificial intelligence along with unrelated information;
- (2) An individual's hovering over, muting, pausing or closing a given piece of electronic content; or
- (3) An agreement obtained through the use of deceptive actions.

D. "Supplementary support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication and that are not administrative support. "Supplementary support" includes, but is not limited to:

- (1) Preparing and maintaining client records, including therapy notes;
- (2) Analyzing anonymized data to track client progress or identify trends, subject to review by a licensed professional; and
- (3) Identifying and organizing external resources or referrals for client use.

E. "Therapeutic communication" means any verbal, nonverbal or written interaction, conducted in a clinical or professional setting, that is intended to diagnose, treat or address an individual's mental, emotional or behavioral health concerns. "Therapeutic communication" includes, but is not limited to:

- (1) Direct interactions with individuals for the purpose of understanding their thoughts, emotions or experiences;
- (2) Providing guidance, therapeutic strategies or interventions designed to achieve mental health outcomes;
- (3) Offering emotional support, reassurance or empathy in response to psychological or emotional distress;

(4) Collaborating with individuals to develop or modify therapeutic goals or treatment plans; and

(5) Offering behavioral feedback intended to promote psychological growth or address mental health conditions.

F. "Therapy or psychotherapy services" means services provided to diagnose, treat or address an individual's mental health or behavioral health through therapeutic communication.

2. Permitted use of artificial intelligence. A person licensed or privileged to practice under this chapter, referred to in this section as "the licensee," may provide administrative support or supplementary support in the delivery of therapy or psychotherapy services through the use of artificial intelligence as long as the licensee acts within the scope of practice of the licensee's license, in accordance with any requirements and restrictions imposed by this chapter and in accordance with standards of practice, and only if:

A. The licensee maintains full responsibility for all interactions, outputs and data use associated with the use of artificial intelligence; and

B. For the use of artificial intelligence to assist in providing supplementary support, the licensee satisfies the requirements of subsection 3.

3. Requirements of use; supplementary support. A licensee may use artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services only when the client's therapeutic session is recorded or transcribed, and only if:

A. The client or the client's legally authorized representative is informed in writing of the following:

- (1) That artificial intelligence will be used;
- (2) The specific purpose of the artificial intelligence tool or system that will be used; and
- (3) How session data collected by artificial intelligence will be stored, retained, used for training and deleted upon termination of therapy or psychotherapy services; and

B. The client or the client's legally authorized representative provides consent to the use of artificial intelligence.

4. Prohibition of use. A licensee may use artificial intelligence to provide supplementary support only to the extent the use meets the requirements of subsection 3. A licensee may not allow artificial intelligence to:

A. Make independent therapeutic decisions;

B. Directly interact with clients in any form of therapeutic communication; or

C. Generate therapeutic recommendations or treatment plans without review and approval by the licensee.

5. Denial of treatment prohibited; failure to provide consent. A licensee may not deny, or refuse to provide, therapy or psychotherapy services to a client on the sole basis that the client has not provided consent to the use of artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services.

6. Confidentiality. When using artificial intelligence pursuant to this section, a licensee shall comply with all state and federal confidentiality and privacy laws and shall ensure that any artificial intelligence technology is compliant with all state and federal confidentiality and privacy laws.

7. Professional responsibility. All laws and rules governing professional responsibility, unprofessional conduct and generally accepted standards of practice that apply to a licensee also apply to that licensee when using artificial intelligence pursuant to this section.

8. Violation. A violation of this section is subject to disciplinary action by the board pursuant to Title 10, section 8003, subsection 5.

9. Exception. This section does not apply to an artificial intelligence-based intervention that is used solely within a research project approved by an institutional review board, as defined in Title 22, section 1711-C, subsection 6, paragraph G, and conducted in compliance with all applicable federal protections for human subjects in research.

10. Rules. The board shall adopt rules to implement the requirements of this section. Rules adopted pursuant to this subsection are major substantive rules as described in Title 5, chapter 375, subchapter 2-A.

11. Client waiver void and unenforceable. Any waiver by a client of the provisions of this section is contrary to public policy and is void and unenforceable.

12. Right to civil action. This section may not be construed to prohibit a client or a client's authorized representative from:

A. Maintaining an action for harm caused to a client that is attributable to the use of artificial intelligence to assist in providing administrative support or supplementary support in the delivery of therapy or psychotherapy services;

B. Maintaining an action alleging professional negligence of a licensee; or

C. Seeking any other remedies available under other provisions of law.

Sec. 6. 32 MRSA §6207-D is enacted to read:

§6207-D. Use of artificial intelligence to assist in providing administrative support and supplementary support in therapy or psychotherapy services

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

A. "Administrative support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication. "Administrative support" includes, but is not limited to:

(1) Managing appointment scheduling and reminders;

(2) Processing billing and insurance claims; and

(3) Drafting general communications related to the logistics of delivering therapy or psychotherapy services that do not include therapeutic communication.

B. "Artificial intelligence" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs, such as predictions, content, recommendations or decisions, that can influence physical or virtual environments.

C. "Consent" means a clear, explicit and affirmative act by an individual that: unambiguously communicates the individual's express, informed, voluntary, specific and unambiguous written agreement, including a written agreement provided by electronic means or provided by initialing a specific section of an individual's general consent to treatment agreement; and is revocable by the individual.

"Consent" does not include an agreement that is obtained by:

(1) The acceptance of a general or broad terms-of-use agreement or a similar document that contains descriptions of artificial intelligence along with unrelated information;

(2) An individual's hovering over, muting, pausing or closing a given piece of electronic content; or

(3) An agreement obtained through the use of deceptive actions.

D. "Supplementary support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication and that are not administrative support. "Supplementary support" includes, but is not limited to:

(1) Preparing and maintaining client records, including therapy notes;

(2) Analyzing anonymized data to track client progress or identify trends, subject to review by a licensed professional; and

(3) Identifying and organizing external resources or referrals for client use.

E. "Therapeutic communication" means any verbal, nonverbal or written interaction, conducted in a clinical or professional setting, that is intended to diagnose, treat or address an individual's mental, emotional or behavioral health concerns. "Therapeutic communication" includes, but is not limited to:

(1) Direct interactions with individuals for the purpose of understanding their thoughts, emotions or experiences;

(2) Providing guidance, therapeutic strategies or interventions designed to achieve mental health outcomes;

(3) Offering emotional support, reassurance or empathy in response to psychological or emotional distress;

(4) Collaborating with individuals to develop or modify therapeutic goals or treatment plans; and

(5) Offering behavioral feedback intended to promote psychological growth or address mental health conditions.

F. "Therapy or psychotherapy services" means services provided to diagnose, treat or address an individual's mental health or behavioral health through therapeutic communication.

2. Permitted use of artificial intelligence. A person licensed under this chapter, referred to in this section as "the licensee," may provide administrative support or supplementary support in the delivery of therapy or psychotherapy services through the use of artificial intelligence as long as the licensee acts within the scope of practice of the licensee's license, in accordance with any requirements and restrictions imposed by this chapter and in accordance with standards of practice, and only if:

A. The licensee maintains full responsibility for all interactions, outputs and data use associated with the use of artificial intelligence; and

B. For the use of artificial intelligence to assist in providing supplementary support, the licensee satisfies the requirements of subsection 3.

3. Requirements of use; supplementary support. A licensee may use artificial intelligence to assist

in providing supplementary support in therapy or psychotherapy services only when the client's therapeutic session is recorded or transcribed, and only if:

A. The client or the client's legally authorized representative is informed in writing of the following:

(1) That artificial intelligence will be used;

(2) The specific purpose of the artificial intelligence tool or system that will be used; and

(3) How session data collected by artificial intelligence will be stored, retained, used for training and deleted upon termination of therapy or psychotherapy services; and

B. The client or the client's legally authorized representative provides consent to the use of artificial intelligence.

4. Prohibition of use. A licensee may use artificial intelligence to provide supplementary support only to the extent the use meets the requirements of subsection 3. A licensee may not allow artificial intelligence to:

A. Make independent therapeutic decisions;

B. Directly interact with clients in any form of therapeutic communication; or

C. Generate therapeutic recommendations or treatment plans without review and approval by the licensee.

5. Denial of treatment prohibited; failure to provide consent. A licensee may not deny, or refuse to provide, therapy or psychotherapy services to a client on the sole basis that the client has not provided consent to the use of artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services.

6. Confidentiality. When using artificial intelligence pursuant to this section, a licensee shall comply with all state and federal confidentiality and privacy laws and shall ensure that any artificial intelligence technology is compliant with all state and federal confidentiality and privacy laws.

7. Professional responsibility. All laws and rules governing professional responsibility, unprofessional conduct and generally accepted standards of practice that apply to a licensee also apply to that licensee when using artificial intelligence pursuant to this section.

8. Violation. A violation of this section is subject to disciplinary action by the board pursuant to Title 10, section 8003, subsection 5.

9. Exception. This section does not apply to an artificial intelligence-based intervention that is used solely within a research project approved by an institutional review board, as defined in Title 22, section 1711-C, subsection 6, paragraph G, and conducted in

compliance with all applicable federal protections for human subjects in research.

10. Rules. The board shall adopt rules to implement the requirements of this section. Rules adopted pursuant to this subsection are major substantive rules as described in Title 5, chapter 375, subchapter 2-A.

11. Client waiver void and unenforceable. Any waiver by a client of the provisions of this section is contrary to public policy and is void and unenforceable.

12. Right to civil action. This section may not be construed to prohibit a client or a client's authorized representative from:

A. Maintaining an action for harm caused to a client that is attributable to the use of artificial intelligence to assist in providing administrative support or supplementary support in the delivery of therapy or psychotherapy services;

B. Maintaining an action alleging professional negligence of a licensee; or

C. Seeking any other remedies available under other provisions of law.

Sec. 7. 32 MRSA §7009 is enacted to read:

§7009. Use of artificial intelligence to assist in providing administrative support and supplementary support in therapy or psychotherapy services

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

A. "Administrative support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication. "Administrative support" includes, but is not limited to:

(1) Managing appointment scheduling and reminders;

(2) Processing billing and insurance claims; and

(3) Drafting general communications related to the logistics of delivering therapy or psychotherapy services that do not include therapeutic communication.

B. "Artificial intelligence" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs, such as predictions, content, recommendations or decisions, that can influence physical or virtual environments.

C. "Consent" means a clear, explicit and affirmative act by an individual that: unambiguously communicates the individual's express, informed, vol-

untary, specific and unambiguous written agreement, including a written agreement provided by electronic means or provided by initialing a specific section of an individual's general consent to treatment agreement; and is revocable by the individual.

"Consent" does not include an agreement that is obtained by:

(1) The acceptance of a general or broad terms-of-use agreement or a similar document that contains descriptions of artificial intelligence along with unrelated information;

(2) An individual's hovering over, muting, pausing or closing a given piece of electronic content; or

(3) An agreement obtained through the use of deceptive actions.

D. "Supplementary support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication and that are not administrative support. "Supplementary support" includes, but is not limited to:

(1) Preparing and maintaining client records, including therapy notes;

(2) Analyzing anonymized data to track client progress or identify trends, subject to review by a licensed professional; and

(3) Identifying and organizing external resources or referrals for client use.

E. "Therapeutic communication" means any verbal, nonverbal or written interaction, conducted in a clinical or professional setting, that is intended to diagnose, treat or address an individual's mental, emotional or behavioral health concerns. "Therapeutic communication" includes, but is not limited to:

(1) Direct interactions with individuals for the purpose of understanding their thoughts, emotions or experiences;

(2) Providing guidance, therapeutic strategies or interventions designed to achieve mental health outcomes;

(3) Offering emotional support, reassurance or empathy in response to psychological or emotional distress;

(4) Collaborating with individuals to develop or modify therapeutic goals or treatment plans; and

(5) Offering behavioral feedback intended to promote psychological growth or address mental health conditions.

F. "Therapy or psychotherapy services" means services provided to diagnose, treat or address an individual's mental health or behavioral health through therapeutic communication.

2. Permitted use of artificial intelligence. A person licensed under this chapter, referred to in this section as "the licensee," may provide administrative support or supplementary support in the delivery of therapy or psychotherapy services through the use of artificial intelligence as long as the licensee acts within the scope of practice of the licensee's license, in accordance with any requirements and restrictions imposed by this chapter and in accordance with standards of practice, and only if:

A. The licensee maintains full responsibility for all interactions, outputs and data use associated with the use of artificial intelligence; and

B. For the use of artificial intelligence to assist in providing supplementary support, the licensee satisfies the requirements of subsection 3.

3. Requirements of use; supplementary support. A licensee may use artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services only when the client's therapeutic session is recorded or transcribed, and only if:

A. The client or the client's legally authorized representative is informed in writing of the following:

- (1) That artificial intelligence will be used;
- (2) The specific purpose of the artificial intelligence tool or system that will be used; and
- (3) How session data collected by artificial intelligence will be stored, retained, used for training and deleted upon termination of therapy or psychotherapy services; and

B. The client or the client's legally authorized representative provides consent to the use of artificial intelligence.

4. Prohibition of use. A licensee may use artificial intelligence to provide supplementary support only to the extent the use meets the requirements of subsection 3. A licensee may not allow artificial intelligence to:

- A. Make independent therapeutic decisions;
- B. Directly interact with clients in any form of therapeutic communication; or
- C. Generate therapeutic recommendations or treatment plans without review and approval by the licensee.

5. Denial of treatment prohibited; failure to provide consent. A licensee may not deny, or refuse to provide, therapy or psychotherapy services to a client on the sole basis that the client has not provided consent

to the use of artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services.

6. Confidentiality. When using artificial intelligence pursuant to this section, a licensee shall comply with all state and federal confidentiality and privacy laws and shall ensure that any artificial intelligence technology is compliant with all state and federal confidentiality and privacy laws.

7. Professional responsibility. All laws and rules governing professional responsibility, unprofessional conduct and generally accepted standards of practice that apply to a licensee also apply to that licensee when using artificial intelligence pursuant to this section.

8. Violation. A violation of this section is subject to disciplinary action by the board pursuant to Title 10, section 8003, subsection 5.

9. Exception. This section does not apply to an artificial intelligence-based intervention that is used solely within a research project approved by an institutional review board, as defined in Title 22, section 1711-C, subsection 6, paragraph G, and conducted in compliance with all applicable federal protections for human subjects in research.

10. Rules. The board shall adopt rules to implement the requirements of this section. Rules adopted pursuant to this subsection are major substantive rules as described in Title 5, chapter 375, subchapter 2-A.

11. Client waiver void and unenforceable. Any waiver by a client of the provisions of this section is contrary to public policy and is void and unenforceable.

12. Right to civil action. This section may not be construed to prohibit a client or a client's authorized representative from:

A. Maintaining an action for harm caused to a client that is attributable to the use of artificial intelligence to assist in providing administrative support or supplementary support in the delivery of therapy or psychotherapy services;

B. Maintaining an action alleging professional negligence of a licensee; or

C. Seeking any other remedies available under other provisions of law.

Sec. 8. 32 MRSA §13870 is enacted to read:

§13870. Use of artificial intelligence to assist in providing administrative support and supplementary support in therapy or psychotherapy services

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

A. "Administrative support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication. "Administrative support" includes, but is not limited to:

- (1) Managing appointment scheduling and reminders;
- (2) Processing billing and insurance claims; and
- (3) Drafting general communications related to the logistics of delivering therapy or psychotherapy services that do not include therapeutic communication.

B. "Artificial intelligence" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs, such as predictions, content, recommendations or decisions, that can influence physical or virtual environments.

C. "Consent" means a clear, explicit and affirmative act by an individual that: unambiguously communicates the individual's express, informed, voluntary, specific and unambiguous written agreement, including a written agreement provided by electronic means or provided by initialing a specific section of an individual's general consent to treatment agreement; and is revocable by the individual.

"Consent" does not include an agreement that is obtained by:

- (1) The acceptance of a general or broad terms-of-use agreement or a similar document that contains descriptions of artificial intelligence along with unrelated information;
- (2) An individual's hovering over, muting, pausing or closing a given piece of electronic content; or
- (3) An agreement obtained through the use of deceptive actions.

D. "Supplementary support" means tasks performed to assist a licensed professional in the delivery of therapy or psychotherapy services that do not involve therapeutic communication and that are not administrative support. "Supplementary support" includes, but is not limited to:

- (1) Preparing and maintaining client records, including therapy notes;
- (2) Analyzing anonymized data to track client progress or identify trends, subject to review by a licensed professional; and
- (3) Identifying and organizing external resources or referrals for client use.

E. "Therapeutic communication" means any verbal, nonverbal or written interaction, conducted in a clinical or professional setting, that is intended to diagnose, treat or address an individual's mental, emotional or behavioral health concerns. "Therapeutic communication" includes, but is not limited to:

- (1) Direct interactions with individuals for the purpose of understanding their thoughts, emotions or experiences;
- (2) Providing guidance, therapeutic strategies or interventions designed to achieve mental health outcomes;
- (3) Offering emotional support, reassurance or empathy in response to psychological or emotional distress;
- (4) Collaborating with individuals to develop or modify therapeutic goals or treatment plans; and
- (5) Offering behavioral feedback intended to promote psychological growth or address mental health conditions.

F. "Therapy or psychotherapy services" means services provided to diagnose, treat or address an individual's mental health or behavioral health through therapeutic communication.

2. Permitted use of artificial intelligence. A person licensed under this chapter, referred to in this section as "the licensee," may provide administrative support or supplementary support in the delivery of therapy or psychotherapy services through the use of artificial intelligence as long as the licensee acts within the scope of practice of the licensee's license, in accordance with any requirements and restrictions imposed by this chapter and in accordance with standards of practice, and only if:

A. The licensee maintains full responsibility for all interactions, outputs and data use associated with the use of artificial intelligence; and

B. For the use of artificial intelligence to assist in providing supplementary support, the licensee satisfies the requirements of subsection 3.

3. Requirements of use; supplementary support. A licensee may use artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services only when the client's therapeutic session is recorded or transcribed, and only if:

A. The client or the client's legally authorized representative is informed in writing of the following:

- (1) That artificial intelligence will be used;
- (2) The specific purpose of the artificial intelligence tool or system that will be used; and

(3) How session data collected by artificial intelligence will be stored, retained, used for training and deleted upon termination of therapy or psychotherapy services; and

B. The client or the client's legally authorized representative provides consent to the use of artificial intelligence.

4. Prohibition of use. A licensee may use artificial intelligence to provide supplementary support only to the extent the use meets the requirements of subsection 3. A licensee may not allow artificial intelligence to:

A. Make independent therapeutic decisions;

B. Directly interact with clients in any form of therapeutic communication; or

C. Generate therapeutic recommendations or treatment plans without review and approval by the licensee.

5. Denial of treatment prohibited; failure to provide consent. A licensee may not deny, or refuse to provide, therapy or psychotherapy services to a client on the sole basis that the client has not provided consent to the use of artificial intelligence to assist in providing supplementary support in therapy or psychotherapy services.

6. Confidentiality. When using artificial intelligence pursuant to this section, a licensee shall comply with all state and federal confidentiality and privacy laws and shall ensure that any artificial intelligence technology is compliant with all state and federal confidentiality and privacy laws.

7. Professional responsibility. All laws and rules governing professional responsibility, unprofessional conduct and generally accepted standards of practice that apply to a licensee also apply to that licensee when using artificial intelligence pursuant to this section.

8. Violation. A violation of this section is subject to disciplinary action by the board pursuant to Title 10, section 8003, subsection 5.

9. Exception. This section does not apply to an artificial intelligence-based intervention that is used solely within a research project approved by an institutional review board, as defined in Title 22, section 1711-C, subsection 6, paragraph G, and conducted in compliance with all applicable federal protections for human subjects in research.

10. Rules. The board shall adopt rules to implement the requirements of this section. Rules adopted pursuant to this subsection are major substantive rules as described in Title 5, chapter 375, subchapter 2-A.

11. Client waiver void and unenforceable. Any waiver by a client of the provisions of this section is contrary to public policy and is void and unenforceable.

12. Right to civil action. This section may not be construed to prohibit a client or a client's authorized representative from:

A. Maintaining an action for harm caused to a client that is attributable to the use of artificial intelligence to assist in providing administrative support or supplementary support in the delivery of therapy or psychotherapy services;

B. Maintaining an action alleging professional negligence of a licensee; or

C. Seeking any other remedies available under other provisions of law.

See title page for effective date.

CHAPTER 688

S.P. 867 - L.D. 2149

An Act to Protect Affordability in Mobile Home Parks and Manufactured Housing Communities

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

Sec. 1. 10 MRSA §9081, sub-§4 is enacted to read:

4. Controlling interest. "Controlling interest" means:

A. In the case of a corporation, more than 50% of the total combined voting power of all classes of stock of the corporation entitled to vote or more than 50% of the capital, profits or beneficial interest in the voting stock of the corporation; and

B. In the case of a partnership, association, trust or other entity, more than 50% of the capital, profits or beneficial interest in the partnership, association, trust or other entity.

For the purposes of this subchapter, to determine whether a purchase or acquisition of a controlling interest has taken place, all actions of persons acting in concert are aggregated. Persons must be treated as acting in concert when they have a relationship with each other such that one person influences or controls the actions of another through common ownership.

Sec. 2. 10 MRSA §9081, sub-§5 is enacted to read:

5. Purchase of manufactured housing community. "Purchase of a manufactured housing community" means the purchase or acquisition of a manufactured housing community or of the direct or indirect controlling interest in the owner of a manufactured housing community.