

**MEMORANDUM OF AGREEMENT BETWEEN
MAINE EMERGENCY MEDICAL SERVICES
AND
MAINE OFFICE OF BEHAVIORAL HEALTH
November 1, 2023**

This Memorandum of Agreement is between the State of Maine Department of Public Safety's Maine Emergency Medical Services Bureau ("Maine EMS"), which pursuant to 32 M.R.S. § 83(16-A) includes the Maine Emergency Medical Services Board ("Board"), and the Maine Office Of Behavioral Health ("OBH"), located at 41 Anthony Ave, Augusta, ME 04330 .

WHEREAS, emergency medical services licensees submit records and data to Maine EMS that may include personally identifiable patient information ("PII") and personal health information ("PHI"); and

WHEREAS, information in any report or record provided to the Board that permits identification of a person receiving emergency medical treatment is confidential pursuant to 32 M.R.S. § 91-B(1)(B); and

WHEREAS, OBH provides the Maine Office of Behavioral Health is developing a Master Data Repository that links health data from multiple data sources. Maine EMS is asked for patient information for those who have interaction with EMS; and

WHEREAS, OBH seeks data ("the Data") that have been submitted to Maine EMS by EMS licensees, including PII and PHI, that would aid in the Maine Office of Behavioral Health developing a Master Data Repository that links health data from multiple data sources. Maine EMS is asked for patient information for those who have interaction with EMS, which Data is confidential pursuant to 32 M.R.S. § 91-B; and

WHEREAS, data collected by Maine EMS that allows identification of persons receiving emergency medical treatment may be released for the purpose of research if the release is approved by the Board, the Medical Direction and Practices Board, and the Director of Maine EMS pursuant to 32 M.R.S. § 91-B(2)(E); and

WHEREAS, the Board, the Medical Direction and Practices Board, and the Director of Maine EMS have approved the release of data collected by Maine EMS that allows identification of persons receiving emergency medical treatment to OBH for the purpose of the Maine Office of Behavioral Health in developing a Master Data Repository that links health data from multiple data sources; and

WHEREAS, Maine EMS is willing to provide the Data to OBH under conditions that comply with the confidentiality provisions of 32 M.R.S. §91-B; and

WHEREAS, the parties agree that the Data must be protected from disclosure.

NOW THEREFORE, in consideration of the premises the parties agree as follows:

A. Obligations of Maine EMS.

A.1. Maine EMS will provide to OBH:

(a) A list of patient information for patients who interacted with EMS between January 1, 2018 and December 31, 2022. The data elements will include:

- Driver's License Number (ePatient.21): The patient's drivers license number.
- State Issuing Driver's License (ePatient.20): The state that issued the drivers license.
- Social Security Number (ePatient.12): The patient's social security number.
- Patient Care Report Number (eRecord.01): a unique identifier for the patient at this EMS Activation.
- Unique Patient Identifier (MNI.KeyOut): a unique identifier for an Individual seen by EMS.
- First Name (ePatient.03): The patient's first (given) name.
- Middle Initial/Name (ePatient.04): The patient's middle name, if any.
- Last Name (ePatient.02): The patient's last (family) name.
- Suffix (itPatient.003): The patient's name suffix
- Gender (ePatient.13): The patient's gender.
- Race (ePatient.14): The patient's race as defined by the OMB (US Office of Management and Budget).
- Date of Birth (ePatient.17): The patient's date of birth.
- Patient's Home Address (ePatient.05): Patient's address of residence.
- Patient Street Address2 (ePatient.05.StreetAddress2): Patient Street additional street address
- Patient Apartment Number (itPatient.004): The patient's home address apartment number.
- Patient's Home City (ePatient.06): The patient's primary city or township of residence.
- Patient's Home State (ePatient.08): The state, territory, or province where the patient resides.
- Patient's Home ZIP Code (ePatient.09): The patient's ZIP code of residence.
- Patient's Home County (ePatient.07): The patient's home county or parish of residence.
- Patient's Country of Residence (ePatient.10): The country of residence of the patient.
- Patient's Country of Residence Code (ePatient.10): The ANSI Country Codes (ISO 3166) for the country of residence of the patient.
- Patient's Home Phone Number (ePatient.18): The patient's phone number where the type of phone number is Home.
- Patient's Mobile Phone Number (ePatient.18): The patient's phone number where the type of phone number is Mobile.

A.2 Maine EMS shall comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation Chapter 2-B of Chapter 32 of the Maine Revised Statutes and the rules and regulations of Maine EMS.

B. Obligations of MAINE OFFICE OF BEHAVIORAL HEALTH.

B.1. The Data shall be used only for the purpose of the Maine Office of Behavioral Health developing a Master Data Repository that links health data from multiple data sources. No data provided by Maine EMS may distributed in whole, in part, or as inclusion in any summary or aggregations unless otherwise requested and approved by the Board, the Medical Direction and Practices Board, and the Director of Maine EMS.

B.2. The Data may be disclosed only to OBH and Maine IT employees who have signed a form acknowledging receipt and understanding of this Agreement. OBH shall not release, furnish, disclose, publish, or otherwise disseminate the Data to any person other than those individuals authorized by this Agreement.

B.3. OBH shall make copies of the Data only to the extent required for the Maine Office of Behavioral Health to develop a Master Data Repository that links health data from multiple data sources and only during the duration of this Agreement. At the conclusion of this agreement, OBH and Maine IT must destroy or return all copies of the Data, including the file(s) provided by Maine EMS under this Agreement. OBH must provide written notice to Maine EMS at the conclusion of this agreement as to:

(a) whether it created any copies of the Data and, if so, how many copies were created and in what format; and

(b) whether all other remaining copies of the Data have been destroyed or are being returned to Maine EMS. If the copies of the Data are destroyed instead of returned to Maine EMS, OBH must describe how the copies were destroyed.

B.4. Until such time as OBH has either destroyed or returned to Maine EMS every copy of the Data subject to this Agreement, OBH shall maintain the confidentiality of the Data as set forth in this Agreement.

C. Other Provisions.

C.1. OBH shall not disclose to any third party or non-OBH employee, other than members of the development team of Maine IT, the Data provided to it without the prior written consent of Maine EMS. OBH will take all reasonable measures to maintain the confidentiality of the Data in its possession or control, which shall not be less than the policies and procedures on confidentiality of information that have been described to Maine EMS.

C.2 OBH acknowledges and agrees that (a) the Data is of an extremely personal nature; (b) the unauthorized use or disclosure of the Data would constitute a material breach of this Agreement; (c) the interests of Maine EMS, licensees, and persons (collectively the "Parties-in-Interest") receiving emergency medical treatment would be irreparably injured by the unauthorized use or disclosure of such data; and (d) money damages would not be sufficient to compensate the Parties-in-Interest for any such unauthorized use or disclosure. Accordingly, OBH agrees that, in addition to any other remedies available to the Parties-in-Interest, at law in equity or under this Agreement, Maine EMS shall be entitled to seek specific performance, injunctive relief, and other equitable relief to prevent any actual or threatened use or disclosure of the Data.

C.4. OBH agrees to indemnify and hold harmless Maine EMS and the Board from and against any and all claims, demands, suits, actions, judgments, damages, costs, losses, expenses (including reasonable attorneys' fees and costs), and other liabilities arising from, in connection with, or related in any way to:

- (a) any breach of its obligations under this Agreement;
- (b) any negligent or willful act or omission in the performance of this Agreement; or
- (c) any personal injury or property damage suffered by a third party in connection with the performance of its obligations under this Agreement.

C.5. OBH shall comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation Chapter 2-B of Chapter 32 of the Maine Revised Statutes and the rules and regulations of Maine EMS.

C.6. This Agreement may be terminated by any party for any reason upon ten (10) days written notice to the other parties. The termination by any party shall terminate the Agreement with regard to all parties.

C.7. This Agreement may be terminated by OBH upon the material breach of the Agreement by Maine EMS, which breach has not been cured within thirty (30) days of receipt of written notice of the breach. Such notice shall specify the nature of the breach and the steps necessary to cure the breach. The termination by OBH shall terminate the Agreement with regard to all parties.

C.8. This Agreement may be terminated by Maine EMS upon the material breach of the Agreement by OBH, which breach has not been cured within thirty (30) days of receipt of written notice of the breach.

Such notice shall specify the nature of the breach and the steps necessary to cure the breach. The termination by Maine EMS shall terminate the Agreement with regard to all parties.

C.9. This Agreement shall be effective on the date last signed by one of the parties.

C.10. The term of this Agreement begins on the effective date of this Agreement and expires on December 31, 2024. This Agreement may be extended **only for ongoing development work as** may be mutually agreed upon by the parties. Any such extension shall be in writing signed by all parties.

C.11. This agreement is solely for use in the development of the master data repository by OBH and Maine IT. All other uses of the Data are expressly forbidden, including, but not limited to; distribution in whole, distribution in part, inclusion in any presentation, inclusion in any publication, inclusion in any summary, inclusion in any aggregation, used for research, used for surveillance, or any other use, except as between OBH and Maine EMS.

C.12. The Data provided by Maine EMS and the product of the development work may only be retained for production use of the Master Data Repository if a subsequent agreement exists between OBH and Maine EMS specifying the use and constraints of ongoing use in a production mode.

C.13. The provisions of Sections A.5, B.1, B.3, and B.4, as well as any other terms of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, will survive and continue in full force and effect after any termination or expiration of this Agreement.

C.14. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Agreement may not be modified, altered, or amended except by an instrument in writing signed by all parties.

Maine Emergency Medical Services

Maine Office Of Behavioral Health

Signature

Signature

Printed Name

Printed Name

Date

Date