

Memorandum of Agreement
between
Maine Emergency Medical Services and
The Margaret Chase Smith Policy Center at
The University of Maine System acting through The University of Maine
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 Margaret Chase Smith Policy Center at the University of Maine System acting through the University of Maine, ("Margaret Chase Smith Policy Center"), located at 5784 York Complex, Ste4, Orono, ME 04469.

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(l)(B); and

WHEREAS, Margaret Chase Smith Policy Center provides data analysis to Improve pathways to harm reduction and recovery; and

WHEREAS, Margaret Chase Smith Policy Center seeks data ("the Data") that have been submitted to Maine EMS by EMS licensees which, after de-identification of PII and PHI, would aid in Improve pathways to harm reduction and recovery, but 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 surveillance 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 by Maine EMS that allows identification of persons receiving emergency medical services, including PII and PHI, to Margaret Chase Smith Policy Center for the purpose of Improving pathways to harm reduction and recovery; but that Margaret Chase Smith Policy Center currently requests to receive only the Data de-identified by Maine EMS; and

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

WHEREAS, all 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 Margaret Chase Smith Policy Center:

(a) Patient care data for patients EMS has encountered for a suspected overdose or who are deceased with an official cause of death of overdose, to include encounters for these patients that are other than encounters that involve drugs and/or overdoses.

(b) Patient care data for deceased patients who died over drug overdose without EMS encounter at the time of death, to include their prior EMS encounter record for overdoses or for other reasons. The Margaret Chase Smith Policy Center will provide Maine EMS with a list of these deceased patients who did not have EMS involvement in their fatal event, and Maine EMS will link them to any prior EMS encounters.

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 Margaret Chase Smith Policy Center

B. 1. The Data shall be used only for the purpose of Improve pathways to harm reduction and recovery unless otherwise requested and approved by the Board, the Medical Direction and Practices Board, and the Director of Maine EMS.

B.2. The Data shall be accessed only by Margaret Chase Smith Policy Center employee(s) who acknowledge to comply with all the conditions and obligations as specified in this Agreement, by signing this Agreement. Margaret Chase Smith Policy Center shall not release, furnish, disclose, publish, or otherwise disseminate the Data to any person or entity other than those individuals explicitly authorized by this Agreement.

B.3. Margaret Chase Smith Policy Center shall ensure the confidentiality and security of the Data. Margaret Chase Smith Policy Center accepts the responsibility for the implementation of appropriate administrative, physical and technical safeguards to protect the privacy of the Data and to prevent unauthorized use, access to or disclosure of the Data. The Data shall be stored in a Margaret Chase Smith Policy Center local hard drive that has a standard 256-bit data encryption algorithm. The Data shall not be stored, accessed by, or transmitted in any local or remote computing device outside Margaret Chase Smith Policy Center.

Margaret Chase Smith Policy Center shall make internal copies of the Data only to the extent required for the Improve pathways to harm reduction and recovery and only during the

duration of this Agreement. At the conclusion of this agreement, Margaret Chase Smith Policy Center will make appropriate provision ("Secure Erase") for the destruction of the Data or return all copies of the Data, including the file(s) provided by Maine EMS under this Agreement, with the exception that Margaret Chase Smith Policy Center may elect to retain a single copy of the Data. Margaret Chase Smith Policy Center 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;
- (b) whether it intends to keep a single copy of the Data and, if so, in what format; and
- (c) whether all other remaining copies of the Data have been securely destroyed or are being returned to Maine EMS. If the copies of the Data are destroyed instead of returned to Maine EMS, Margaret Chase Smith Policy Center must describe how the copies were destroyed.

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

C. Other Provisions.

C. 1. Margaret Chase Smith Policy Center shall not disclose to any third party or non-Margaret Chase Smith Policy Center employee the Data provided to it without the prior written consent of Maine EMS. Margaret Chase Smith Policy Center 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. Margaret Chase Smith Policy Center may disclose the information contained in the Data for purposes of deduplication but only to the extent that any PII or PHI has been removed from the Data first.

C.3 Margaret Chase Smith Policy Center 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, Margaret Chase Smith Policy Center 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. Margaret Chase Smith Policy Center 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. Margaret Chase Smith Policy Center 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 Margaret Chase Smith Policy Center 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 Margaret Chase Smith Policy Center 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 Margaret Chase Smith Policy Center, 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 as may be mutually agreed upon by the parties. Any such extension shall be in writing signed by all parties.

C.11. 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.12. 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.

Approved and Agreed to By

Printed Name: J. Sam Hurley
Title: Director
Organization: Maine Emergency Medical Services

Signature

Date

Printed Name: Christopher Boynton
Title: Authorized Organizational Representative
Director, Office of Research Administration
Organization: University of Maine

Signature

Date

Printed Name: Marcela H. Sorg
Title: Research Professor
Margaret Chase Smith Policy Center
Organization: University of Maine

Signature

Date

Printed Name: Prianka Maria Sarker
Title: Research Associate
Margaret Chase Smith Policy Center
Organization: University of Maine

Signature

Date