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OPERATIONAL BULLETIN

Bulletin #	Title		Date Issued
2024-01-10-01	Masking Agreement Guidance for the 2023 Amendments to Chapter 21		January 10, 2024
Superseded	Released By:	Source:	Pages
N/A	Maine EMS	N/A	2
<p>Overview: The Board of Emergency Medical Services has amended Chapter 21: Immunization Requirements and has directed Maine EMS Staff to provide guidance on the newly added Masking Agreement.</p>			

What is a Masking Agreement?

A Masking Agreement is defined within the rule to mean: *“a signed, voluntary agreement between an Entity and a Covered Emergency Medical Services Person obligating the Covered Emergency Medical Services Person to wear at minimum a procedural/surgical mask while providing direct patient care between November 30 and March 31st. This agreement expires annually on November 30th.”*

Who Needs a Masking Agreement to Provide Direct Patient Care?

A Masking Agreement between a Covered Emergency Medical Services Person and an Entity is required for a Covered Emergency Medical Services Person to provide direct patient care when:

- A Covered Emergency Medical Services Person refuses immunization for Seasonal Influenza;
- OR
- A Covered Emergency Medical Services Person possesses a Medical Exemption, as defined in the rule, for Seasonal Influenza.

What Should a Masking Agreement Include?

- The Full, legal name of the Covered Emergency Medical Services Person
- The Name of the Entity
- The Dates between which the agreement will be active
 - Should include the day, month, and year, and at minimum be between November 30th of the current calendar year, and March 31st of the immediately following calendar year.

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- A statement reflecting that the Covered Emergency Medical Services Person agrees to wear, at minimum, a procedural/surgical mask while providing direct patient care while the agreement is in effect.
- A statement reflecting that the Covered Emergency Medical Services Person and the Entity (the “parties”) understand that the agreement expires on November 30th annually.
- A statement reflecting that the parties understand that the Covered Emergency Medical Services Person is voluntarily entering into this agreement, and may terminate the agreement at any time.
- A statement reflecting that if the Covered Emergency Medical Services Person terminates the agreement, both parties understand that the Covered Emergency Medical Services Person must either:
 - Receive immunization for seasonal influenza prior to providing direct patient care
 - OR
 - That the Covered Emergency Medical Services Person may not provide direct patient care.
- A statement reflecting that the parties understand that a failure of the entity to ensure compliance by the Covered Emergency Medical Person with this agreement is considered unprofessional conduct subject to disciplinary action by the Board.
- A statement reflecting that the parties understand that a failure of the Covered Emergency Medical Services Person to comply with this agreement is considered unprofessional conduct subject to disciplinary action by the Board.
- The signature of the Covered Emergency Medical Services Person
- The signature of the Entity’s representative authorized to enter into such agreements.