



MEMORANDUM OF UNDERSTANDING
Between
The Department of Health and Human Services
Maine Center for Disease Control and Prevention
and
The Department of Public Safety
Maine Bureau of Emergency Medical Services

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to create an agreement between the Department of Health and Human Services, Maine Center for Disease Control and Prevention ("Maine CDC") and the Department of Public Safety, Bureau of Emergency Medical Services ("Maine EMS") to promote the health of fetuses, infants and pregnant or postpartum women throughout the State of Maine to minimize or eliminate duplication of efforts, and to collaborate and coordinate activities related to maternal (death during pregnancy or within one year postpartum), fetal (stillbirth >28 weeks gestational age), and infant (death after birth up to one year of age) mortality review, as appropriate. This agreement will allow access to specific patient care information stored, collected, and administered by Maine EMS.

II. Roles and Responsibilities

A. The Maine CDC will:

1. Share de-identified information, discuss and resolve issues, and promote coordinated long-range planning regarding identifying and reviewing maternal, fetal, and infant deaths.
2. Request and obtain applicable reports and associated records from Maine EMS on confirmed maternal, fetal, and infant deaths for abstraction and review by the Maternal, Fetal and Infant Mortality Review Panel Coordinator (MFIMR Panel).

B. Maine EMS will:

1. Share information, discuss and resolve issues, and promote coordinated long-range planning regarding identifying and reviewing maternal, fetal, and infant deaths.
2. Provide EMS patient care reports on, or related to, a confirmed maternal, fetal, or infant death for abstraction and review by the MFIMR Panel consistent with 22 MRS §261. Maternal, fetal and infant mortality review panel.
3. Provide at least one qualified staff member to attend and participate on the MFIMR panel.

III. Term of Agreement

This MOU will be effective for a period of five years from the date of the last signature. Unless

either party gives notice of nonrenewal at least thirty days prior to the end of any term, this MOU shall automatically renew for a successive additional five-year term. This MOU may be amended or revoked at any time by either party with a 30-day written notice to the other party.

IV. Payment Terms

This MOU has no monetary value, and no monies shall be exchanged by any internal or external agency for the proper execution of its goals.

V. Confidentiality

To the extent that the services carried out under this Agreement involve the use, disclosure, access to, acquisition or maintenance of information that actually or reasonably could identify an individual or consumer receiving benefits or services (“Protected Information”):

A. Maine EMS agrees to:

1. Maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations, and the Maine CDC policy, and
2. Contact the Maine CDC within 24 hours of discovery of a privacy or security incident that actually or potentially could be a breach of Protected Information, and
3. Cooperate with the Maine CDC in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information, and
4. To the extent that a breach of Protected Information is caused by Maine EMS or one of its subcontractors or agents, Maine EMS agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by the Maine CDC as a result of such breach.

B. The Maine CDC agrees to:

1. Maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations, and the Maine EMS policy, and
2. Contact Maine EMS within 24 hours of discovery of a privacy or security incident that actually or potentially could be a breach of Protected Information, and
3. Cooperate with Maine EMS in its investigation and any required reporting and notification of individuals regarding such incident involving Protected Information, and
4. To the extent that a breach of Protected Information is caused by the Maine CDC or one of its subcontractors or agents, the Maine CDC agrees to pay the cost of notification, as well as any financial costs and/or penalties incurred by Maine EMS as a result of such breach.

IV. Signatures

**For the Department of Health
and Human Services:**

Jeanne M. Lambrew, Ph.D. Date
Commissioner

For the Department of Public Safety:

Michael Sauschuck Date
Commissioner