



MEMORANDUM OF UNDERSTANDING

Between The Department of Health and Human Services Center for Disease Control and Prevention (Maine CDC) Infectious Disease Program

And

The Department of Public Safety Maine 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 CDC) and Maine Emergency Medical Services (Maine EMS) to grant Maine CDC access to information stored, collected, or administered by Maine Emergency Medical Services.

II. Introduction/Background

Syndromic surveillance is near-real-time monitoring of disease indicators using automated data acquisition, processing and statistical alerts. Surveillance data can be used to monitor and detect changes in disease frequency and guide preventive measures in an attempt to reduce or eliminate morbidity and mortality. Syndromic surveillance is intended to complement, not replace, traditional case reporting. Syndromic surveillance is not intended to precisely identify individual cases of interest or concern. Figures generated using syndromic surveillance represent rough estimates of the burden of particular syndromes or conditions and should not be interpreted to be exact.

Early detection offers the best opportunity for implementing control measures so that the spread of disease may be minimized. In the past several years, new types of "health indicator" or "syndromic" surveillance systems have been developed. These systems are based on traditional data sources, such as outpatient ICD-10 codes, emergency room chief complaint logs, and EMS run data; and non-traditional data sources, such as OTC sales and school absenteeism. By serving as surrogate health indicators, they may provide earlier insight about community health. These systems typically group acquired data into "syndromes," such as respiratory, gastrointestinal, or neurological. Since they capitalize on already existing electronic data sources that allow for rapid movement, quick manipulation,

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and automated analyses, they minimize additional burden on the health care system, and are more sustainable in the long term. Because of these features, syndromic surveillance may help with recognizing outbreaks at earlier stages allowing for earlier interventions; determining disease trends allowing for targeted prevention efforts; and monitoring of the severity of events providing useful information for allocation of staffing and resources.

EMS electronic run data is shared with Maine CDC for the purpose of syndromic surveillance.

III. Roles and Responsibilities

A. Maine Center for Disease Control and Prevention will:

- 1. Use Maine EMS data for syndromic surveillance, including monitoring outbreaks, disease trends, and for public health emergency preparedness and response.
- 2. Not share use identification codes or passwords with non-approved staff.
- 3. Not download or share information contained in the run data system with any third party.
- 4. Not provide to any third-party data, reports, summary information or any other configuration of information that would identify any patient or health care provider.
- 5. Not use information contained in the run data system for the preparation and publication of articles and reports, except with the consent of Maine EMS.

B. Maine Emergency Medical Services will:

1. Coordinate with Maine CDC in the sharing of electronic run data consistent with the provisions of 1 M.R.S. §402(3)(H) & 32 M.R.S. §91-B.

IV. Term of Agreement

This MOU will be effective from January 1, 2025 to December 31, 2027. The MOU may be amended or revoked at any time at the request of either party, in writing, with 30 days' notice to the other party.

V. Payment Terms

This MOU has no monetary value.

VI. 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 from or through Maine EMS ("Protected Information"), Maine CDC agrees to a) maintain the confidentiality and security of such Protected Information as required by applicable state and federal laws, rules, regulations and Department policy, b) contact the Maine EMS within 24 hours of a privacy or security incident that actually or potentially could be a breach of Protected Information and c) cooperate with Maine EMS in its investigation and any required reporting and

notification of individuals regarding such incident involving Protected Information. To the extent that a breach of Protected Information is caused by Maine CDC or one of its subcontractors or agents, 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.

VII. Signatures For the Department of Health and Human Services: Sara Gagné-Holmes Commissioner Date For the Department of Public Safety

Date

Michael Sauschuck

Commissioner, Department of Public Safety