

MEMORANDUM OF AGREEMENT BETWEEN
MAINE EMERGENCY MEDICAL SERVICES
AND

This Memorandum of Agreement is between the State of Maine Department of Public Safety's Maine Emergency Medical Services ("Maine EMS"), which pursuant to 32 M.R.S. § 83(16-A) includes the Maine Emergency Medical Services' Board ("Board"), and

("_____"), located at

WHEREAS, Maine-licensed emergency medical services ("EMS") providers submit patient care reports to Maine EMS that may include personally identifiable patient information ("PII") and personal health information ("PHI") through the Maine Fire & EMS Incident Reporting System ("MEFIRS"), which is based on ImageTrend, Inc.'s "Elite" software; 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. § 88-2(K) and

WHEREAS, _____ has contracted with _____ for the purposes of billing for emergency medical services provided, _____ seeks that the data that have been submitted to Maine EMS by Maine-licensed EMS providers ("the Data") be electronically transmitted to _____, including PII and PHI, which Data is confidential pursuant to 32 M.R.S. § 91-B; and

WHEREAS, ImageTrend, Inc.'s software provides for the ability to electronically transfer the Data submitted to Maine EMS; and

WHEREAS, data collected by Maine EMS that allows identification of persons receiving emergency medical treatment may be released for the purpose of linkage with patient electronic medical records 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 an agency's billing agent that is contractually bound to comply with statutory requirements pertaining to PII and PHI; and

WHEREAS, the Board, the Medical Direction and Practices Board, and the Director of Maine EMS have determined that release of information that specifically identifies individuals is necessary for the purpose of linkage with patient electronic medical records; and

WHEREAS, Maine EMS is willing to provide the Data to _____, a billing agent of _____, 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 Emergency Medical Services.

A.1. Upon request, Maine EMS will provide to _____ an export of patient care data transported by _____, a Maine Emergency Medical Services Licensed agency.

B. Obligations of _____.

B.1. _____ shall be responsible for all costs associated with the establishment of the data exchange.

B.2. The Data shall be used only for the purposes of linkage with patient electronic medical records provided to patients of _____, unless otherwise requested and approved by the Board, the Medical Direction and Practices Board, and the Director of Maine EMS.

B.3. The Data may be disclosed only to _____ employees, and vendors contractually bound by an agreement between the agency and the contractor that provides terms for the protection of PII and PHI, who, in accordance with their role in the organization, require access to a patient's PII and PHI and have completed all statutorily required training of protected information. Said employees shall not release, furnish, disclose, publish, or otherwise disseminate the Data to any person other than those individuals authorized by this Agreement.

B.4. _____ shall make copies of the Data only to the extent required for purposes of linkage with patient electronic medical records provided to patients of _____ and only during the duration of this Agreement.

B.5. Until such time as _____ has either destroyed or returned to Maine EMS every copy of the Data subject to this Agreement, _____ shall maintain the confidentiality of the Data as set forth in this Agreement.

B.6. In addition to the requirements of paragraph B.1-B.5 above, _____ shall also comply with 32 M.R.S. § 81 et seq. and any related rules and regulations.

C. Other Provisions.

C.1. _____ shall not disclose to any third party the Data provided to it without the prior written consent of Maine EMS. _____ will take all reasonable measures to maintain the confidentiality of the Data in its possession or control, which in no event shall be less than the policies and procedures on confidentiality of information that have been described to Maine EMS.

C.2. _____ 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 would be irreparably injured by the unauthorized use or disclosure of such Data; and (d) money damages would not be sufficient to compensate Maine EMS for any such unauthorized use or disclosure. Accordingly,

_____ agrees that, in addition to any other remedies available to Maine EMS, 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 unauthorized use or disclosure of the Data.

C.3. _____ 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.4. Maine EMS and _____ shall comply with all applicable federal, state and local statutes, ordinances, rules, and regulations.

C.5. 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.6. This Agreement may be terminated by _____ upon the material breach of the Agreement by Maine EMS, which breach has not been cured with thirty (30) days of receipt of written notice of the breach. Such notice shall specify the nature of the breach and steps necessary to cure the breach. The termination by _____ shall terminate the Agreement with regard to all parties.

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

C.8. This Agreement shall be effective on the date last signed by one of the parties.

C.9. This term of this Agreement is for the period _____ to _____. 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.10. The provisions of Sections B.5, C.1, C.2, and C.3, 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.11. 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

Dated: _____

Signature

Printed Name & Title

Dated: _____

Signature

Printed Name & Title