

**MEMORANDUM OF AGREEMENT BETWEEN  
MAINE EMERGENCY MEDICAL SERVICES  
AND  
CENTRAL MAINE HEALTHCARE (CMHC)**

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 Central Maine Medical Center, ("CMHC"), located at 300 Main Street, Lewiston, ME 04240.

**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**, in order to ensure linkage with patient electronic medical records, CMHC seeks data that have been submitted to Maine EMS by Maine-licensed EMS providers ("the Data"), 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 hospitals located in the State of Maine for linkage with the electronic medical records of patients of those hospitals, including patients transported by Maine-licensed EMS providers to Maine hospitals and patients transported by Maine-licensed EMS providers from Maine hospitals to another facility; 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 CMHC 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 configure an export process that provides to CMHC an export of patient care data transported to a CMHC facility, including; Central Maine Medical Center, Bridgton Hospital, and Rumford Hospital.

**B. Obligations of CMHC.**

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

B.2. The Data shall be used only for the purpose of linkage with the electronic medical records of patients of CMHC, 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 CMHC employees 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. CMHC shall make copies of the Data only to the extent required for linkage with the electronic medical records of patients of CMHC and only during the duration of this Agreement. When CMHC no longer needs the Data for this purpose, CMHC must destroy or return all copies of the Data, with the exception that CMHC may elect to retain a single copy of the Data. CMHC must provide written notice to Maine EMS at the conclusion of the project as to: (1) whether it created any copies of the Data and, if so, how many copies were created and in what format; (2) whether it intends to keep a single copy of the Data and, if so, in what format; and (3) whether all other remaining copies of the Data have been destroyed or are being returned to Maine EMS. If the copies of the Data are destroyed instead of returned to Maine EMS, CMHC must describe how the copies were destroyed.

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

**C. Other Provisions.**

C.1. CMHC shall not disclose to any third party the Data provided to it without the prior written consent of Maine EMS. CMHC 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

C.2. CMHC 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, CMHC 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. CMHC 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 CMHC 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 CMHC 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 CMHC 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 CMHC, 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

**CENTRAL MAINE MEDICAL CENTER (CMHC)**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title