

**MEMORANDUM OF AGREEMENT BETWEEN  
MAINE EMERGENCY MEDICAL SERVICES  
AND  
CUMBERLAND COUNTY DEPARTMENT OF PUBLIC HEALTH  
TBD, 2025**

This Memorandum of Agreement is between the State of Maine Department of Public Safety's Maine Emergency Medical Services Bureau ("Maine EMS"), which pursuant to 32 M.R.S. § 83(16-A) includes the Maine Emergency Medical Services Board ("Board"), and the Cumberland County Department of Public Health ("CCDPH"), located at 27 Northport Ave Portland, ME 04103.

**WHEREAS**, emergency medical services licensees submit records and data to Maine EMS that may include personally identifiable patient information ("PII") and personal health information ("PHI"); 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. § 91-B(1)(B); and

**WHEREAS**, CCDPH desires to implement an evaluation to determine if the Pathways for Maine program in the Cumberland County Jail is reducing fatal overdose deaths and recidivism among those who are incarcerated and assessed for substance use disorders.; and

**WHEREAS**, CCDPH seeks data ("the Data") that have been submitted to Maine EMS by EMS licensees, including PII and PHI, that would aid in To implement an evaluation to determine if the Pathways for Maine program in the Cumberland County Jail is reducing fatal overdose deaths and recidivism among those who are incarcerated and assessed for substance use disorders., which Data is confidential pursuant to 32 M.R.S. § 91-B; and

**WHEREAS**, data collected by Maine EMS that allows identification of persons receiving emergency medical treatment may be released for the purpose of research 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 CCDPH for the purpose of To implement an evaluation to determine if the Pathways for Maine program in the Cumberland County Jail is reducing fatal overdose deaths and recidivism among those who are incarcerated and assessed for substance use disorders.; and

**WHEREAS**, Maine EMS is willing to provide the Data to CCDPH 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 EMS.**

A.1. Maine EMS will provide to CCDPH:

(a) Notification for individuals enrolled in the program for subsequent EMS activations involving substance use.

A.2 Maine EMS shall comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation Chapter 2-B of Chapter 32 of the Maine Revised Statutes and the rules and regulations of Maine EMS.

**B. Obligations of CUMBERLAND COUNTY DEPARTMENT OF PUBLIC HEALTH.**

B.1. The Data shall be used only for the purpose of evaluation to determine if the Pathways for Maine program in the Cumberland County Jail is reducing fatal overdose deaths and recidivism among those who are incarcerated and assessed for substance use disorders. unless otherwise requested and approved by the Board, the Medical Direction and Practices Board, and the Director of Maine EMS.

B.2. The Data may be disclosed only to CCDPH employees and contractors who have signed a form acknowledging receipt and understanding of this Agreement. CCDPH shall not release, furnish, disclose, publish, or otherwise disseminate the Data to any person other than those individuals authorized by this Agreement.

B.3. CCDPH shall make copies of the Data only to the extent required for the To implement an evaluation to determine if the Pathways for Maine program in the Cumberland County Jail is reducing fatal overdose deaths and recidivism among those who are incarcerated and assessed for substance use disorders. and only during the duration of this Agreement. At the conclusion of this agreement, CCDPH must destroy or return all

copies of the Data, including the file(s) provided by Maine EMS under this Agreement, with the exception that CCDPH may elect to retain a single copy of the Data. CCDPH must provide written notice to Maine EMS at the conclusion of this agreement as to:

- (a) whether it created any copies of the Data and, if so, how many copies were created and in what format;
- (b) whether it intends to keep a single copy of the Data and, if so, in what format; and
- (c) 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, CCDPH must describe how the copies were destroyed.

B.4. Until such time as CCDPH has either destroyed or returned to Maine EMS every copy of the Data subject to this Agreement, CCDPH shall maintain the confidentiality of the Data as set forth in this Agreement.

### **C. Other Provisions.**

C.1. CCDPH shall not disclose to any third party or non-CCDPH employee or contractor the Data provided to it without the prior written consent of Maine EMS. CCDPH will take all reasonable measures to maintain the confidentiality of the Data in its possession or control, which shall not be less than the policies and procedures on confidentiality of information that have been described to Maine EMS.

C.2. CCDPH may disclose the information contained in the Data for purposes of deduplication but only to the extent that any PII or PHI is removed from the Data first.

C.3 CCDPH 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, licensees, and persons (collectively the “Parties-in-Interest”) receiving emergency medical treatment would be irreparably injured by the unauthorized use or disclosure of such data; and (d) money damages would not be sufficient to compensate the Parties-in-Interest for any such unauthorized use or disclosure. Accordingly, CCDPH agrees that, in addition to any other remedies available to the Parties-in-Interest, 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 use or disclosure of the Data.

C.4. CCDPH 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.5. CCDPH shall comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation Chapter 2-B of Title 32 of the Maine Revised Statutes and the rules and regulations of Maine EMS.

C.6. 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.7. This Agreement may be terminated by CCDPH upon the material breach of the Agreement by Maine EMS, which breach has not been cured within thirty (30) days of receipt of written notice of the breach. Such notice shall specify the nature of the breach and the steps necessary to cure the breach. The termination by CCDPH shall terminate the Agreement with regard to all parties.

C.8. This Agreement may be terminated by Maine EMS upon the material breach of the Agreement by CCDPH, which breach has not been cured within thirty (30) days of receipt of written notice of the breach. Such notice shall specify the nature of the breach and the steps necessary to cure the breach. The termination by Maine EMS shall terminate the Agreement with regard to all parties.

C.9. This Agreement shall be effective on the date last signed by one of the parties.

C.10. The term of this Agreement begins on the effective date of this Agreement and expires on December 31, 2026. 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.11. The provisions of Sections A.5, B.1, B.3, and B.4, 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.12. 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**

**Cumberland County Department of  
Public Health**

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Signature

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Signature

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Printed Name

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Printed Name

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Date

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Date