



Prehospital

**Emergency Medical Services
Tracking and Reporting System (EMSTARS)**

DATA SHARING AGREEMENT



Data Sharing Agreement

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Data Sharing Agreement

DATA SHARING AGREEMENT

Between

THE FLORIDA DEPARTMENT OF HEALTH (hereinafter referred to as "FDOH") DIVISION OF
EMERGENCY MEDICAL OPERATIONS

And

[EMS Provider Agency Name hereinafter referred to
as "EMS Provider"]

I. GLOSSARY OF TERMS

Bureau:	The Florida Bureau of EMS
Data Exchange Coordinator	The EMRC's Bureau of EMS representative is designated the Agency's Data Exchange Coordinator. The EMS Provider's primary or alternate Key User is designated as the EMS Provider's Data Exchange Coordinator.
Data Manager:	The manager of the Bureau of EMS Data Unit
Data Recipients:	Those persons or organizations whom have requested access to, and use of, the data contained in the EMSTARS system; this includes registered EMSTARS users
Data Unit:	The program area within the Bureau of EMS responsible for data collection, analysis, and reporting
Deidentified:	Refers to the masking or removal of personally identifiable information such as names, social security numbers, and street addresses; each record will contain a unique identifier to maintain data quality
EMRC	The Emergency Medical Review Committee (EMRC) is a mechanism for statewide EMS data analysis and review for the purpose of statewide and national quality improvement initiatives. Information provided by EMS agencies throughout Florida will be collected within the Emergency Medical Services Tracking and Reporting System (EMSTARS) database and will be queried as directed by the EMRC.



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EMS Community:	This refers to those persons or organizations associated with the delivery of emergency medical services including EMS Provider agencies and their leadership, paramedics, emergency medical technicians, EMS educators, EMS medical directors, EMS quality managers, trauma agencies, EMS Advisory Council members and members of the Council committees, emergency medicine physicians, etc.; this includes those types of persons within Florida, other states, and at that national level.
EMS Data Committee:	The appointed committee of the Florida EMS Advisory Council whose role it is to oversee the implementation of the EMSTARS system and provide steering in the development of operational guidelines, policies, and procedures
EMS Provider:	A licensed EMS Provider within the state of Florida Department of Health
EMS:	Emergency Medical Services
EMSTARS XSD:	The Extensible Markup Language (XML) Schema Definition utilized to send EMS Provider agency patient care and service delivery information to the state office via the EMSTARS system
EMSTARS:	Florida's EMS Tracking and Reporting System {the state database that houses Florida's EMS patient care and service delivery data submitted by licensed EMS Providers statewide}
ePCR:	Electronic Patient Care Reports (ePCR) are electronic records detailing the provision of emergency medical service by local EMS Provider agencies as required by this agreement.
Extract:	Refers to a file extracted from either the EMS Providers or the EMSTARS database containing patient care and service delivery information; this is the XML file that will be submitted by EMS Providers monthly and also submitted by the Data Unit to the NEMSIS National Database; all extracts are considered to contain sensitive, confidential, or otherwise protected data and must be secured appropriately.
FDOH:	The Florida Department of Health
Key User:	Staff at EMS agencies designated to submit data files to EMSTARS, request account creations, password resets, and other utility and administrative functions (the role is further defined in the EMSTARS Business Rules (available online at http://www.floridaemstars.com/)
NEMSIS:	The National EMS Information System {the national database housing EMS patient care and service delivery data from all participating states and territories in the US}
Third Party	Refers to any organization or entity not apart and outside of the two organizations entering into this data sharing agreement



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II. REFERENCE MATERIALS

The following materials provide supplementary information relative to this Data Sharing Agreement:

- The Florida EMSTARS Web Site (<http://www.floridaemstars.com/>)
- The Florida Data Set Reference Guide & Data Dictionary (current version available online at <http://www.floridaemstars.com/>)
- The EMSTARS End User Security Policy (available online at <http://www.floridaemstars.com/>)
- The Florida EMS Definitions and Event Guidelines (available online at <http://www.floridaemstars.com/>)
- The Florida Prehospital EMSTARS Program Manual (available online at <http://www.floridaemstars.com/>)
- The National EMS Information System Technical Assistance Center (NEMESIS TAC) (online at www.nemesis.org)
- The Florida Statutes, s. 401.30, Records
- The Florida Administrative Code, Rule: 64J-1.014, Records and Reports

III. JUSTIFICATION

The EMSTARS program facilitates the ongoing systematic collection, analysis, and interpretation of prehospital data for use in planning, implementation, and evaluation of public health practice. As stipulated in the Florida Administrative Code, each EMS Provider is responsible for supervising, preparing, filing and maintaining records and for submitting reports to the department as requested. [ss. 64J-1.014(1), F.A.C.].

IV. PURPOSE

This agreement sets forth the specific guidelines governing the exchange of data between Florida's EMS Provider agencies (EMS Provider) and the Florida Department of Health, Bureau of EMS.

This data will consist of Electronic Patient Care Reports (ePCR) related to the delivery of emergency medical services. This agreement shall govern the exchange, analysis, distribution, and general use of the data.

Upon executing this agreement with authorized signatures, **FDOH** and the **EMS Provider** agree to conduct data exchange and usage within the boundaries stipulated herein.



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V. GENERAL TERMS AND CONDITIONS

A. PARTICIPATION

Participation in the EMSTARS program, and the transmission of electronic incident level data from EMS Providers to FDOH, is voluntary. All references to EMS Provider responsibilities contained herein are made in reference to those EMS Providers whom have elected to participate in the EMSTARS program and to exchange data with FDOH. No part of this agreement shall be construed to indicate mandatory participation with EMSTARS data exchange. However, for those EMS Providers whom have, in fact, chosen to participate in data exchange with FDOH and the EMSTARS database, all guidelines and stipulations within this agreement are applicable.

Furthermore, the complete provision of incident level data, and full participation in the EMSTARS Program, fulfills EMS Provider prehospital reporting requirements stipulated in subsection 64J-1.014(1), F.A.C.

B. PROVISION OF DATA BY EMS PROVIDERS

1. Data Submission Process

- a. EMS Providers must implement a software solution that meets EMSTARS compliance criteria, including all required data elements and field values. Details for an agency to begin submission and become compliant with EMSTARS is contained in the EMSTARS Program Manual (available online at <http://www.floridaemstars.com/>)

2. Data Submission Protocols

- a. The frequency of data submissions and the corrections of invalid records is governed by the EMSTARS Program Manual (available online at <http://www.floridaemstars.com/>).
- b. Only designated Key Users at the EMS Provider agency are permitted to submit data
- c. All data must be extracted and transmitted in XML file format as specified in the EMSTARS XSD (available online at <http://www.floridaemstars.com/>)
- d. All files must be uploaded to the FDOH Secure File Transfer Protocol (sFTP) server and placed in the "outbox" folder
- e. Key Users will be notified of file submission status via system-generated email
- f. Key Users will be notified of file validation and processing status via the Submission
- g. Status screen within the EMSTARS application

C. PROVISION OF DATA BY FDOH

For all registered EMSTARS users, information within the statewide database will be made



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available through reporting services online. Requests for specific data not included in the online reports, such as custom queries or ad hoc reporting must be made to the EMRC's Bureau of EMS representative. All requests for information by third parties must be made to the EMRC's Bureau of EMS representative.

The Emergency Medical Review Committee provides the mechanism for statewide and national EMS data analysis for the purpose of statewide quality improvement. The information provided by Florida EMS agencies through the Emergency Medical Services Tracking and Reporting System (EMSTARS) will be queried including development of the report process as directed by the EMRC. The EMRC will identify benchmarks, best practices, trends, performance improvement and research for the Florida EMS Community. The agency identifying information will be masked in all documents reviewed by the EMRC.

D. SECURE TRANSPORT & PROCESSING

All EMS data files delivered to, or exchanged with, FDOH shall follow agreed upon secure transport methods. The approved method for data transmission and exchange is via the FDOH Secure File Transfer Protocol (sFTP) server.

Data exchange via email, CD, or hardcopy reports is acceptable when the content is statistical in nature and the file contains no sensitive, confidential, or otherwise protected information.

All sensitive data must be stored in a secure location on both the sending and receiving end of the transmission. Time frames for intermediate storage should be limited to the processing requirement. Data being stored on an intermediate server must be removed once processed.

Each data transmission and access, albeit successful or unsuccessful, shall be recorded and retained on a thirty day backup cycle by the Department of Health's IT organization.

E. THIRD PARTY RESTRICTIONS

This agreement in no way restricts FDOH or Data Recipients (including registered EMSTARS users) from participation with other public and private agencies, organizations, and individuals in cooperatively developing databases as permitted by law. Also, Data Recipients are free to distribute or exchange data specific to their own EMS Provider agency or deidentified statewide statistical data. However, this agreement strictly prohibits the third party distribution of any confidential information, including patient data and sensitive EMS Provider information (from an agency other than the one to which the Data Recipient belongs); this prohibition includes third party distribution to other government entities (local / state / federal), law enforcement, hospitals, researchers, etc. These types of requests must be made to the EMRC's Bureau of EMS representative as described in the section C.

F. TREATMENT OF CONFIDENTIAL DATA

All confidential information, including personal medical data, will be handled according to FDOH and Health Data Security and Privacy measures and governing law. Electronic Protected Health Information (ePHI) as defined by HIPAA is securely transmitted to the EMSTARS system



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from provider agencies across the state. However, this ePHI with personal identifiable information on patients is not accessible by unauthorized users and will not be displayed on reports that are generated.

G. DISCLAIMER

The DOH makes every attempt to ensure the quality of data submitted to the EMSTARS system. The validation rules and edits within the Florida EMS Data Dictionary (available online at <http://www.floridaemstars.com/>), implemented in the EMSTARS system, are recognized as some of the most comprehensive and stringent in the nation. However, the possibility exists that some data fields may be inaccurate in some records.

H. STANDARDS FOR DATA QUALITY AND DOCUMENTATION

The Florida EMS Data Dictionary serves as the source document for all data definitions, descriptions, field values, data validation rules, and other relevant attributes for each data element in the Florida EMS data set.

The Florida EMS Definitions and Event Guidelines document provides additional scenario-based information and guidance for recording and submitting the electronic patient care data.

The EMSTARS Program Manual sets forth the criteria for managing the data collection program, including submission frequency, data quality, and communication between the Bureau of EMS Data Unit and the EMS providers.

Periodic revisions to each of these documents are overseen and approved by the Florida EMS Advisory Council Data Committee. Current documents, and notices regarding updates, are maintained and published online at: <http://www.floridaemstars.com/>

I. DESIGNATION OF DATA EXCHANGE COORDINATOR

FDOH and the party executing this agreement shall each designate a Data Exchange Coordinator. These persons shall be the primary points of contact for all communications, queries, and requests regarding this agreement for and subsequent data exchanges.



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FDOH	Agency
Name:	Name:
Florida EMRC Bureau of EMS Representative	Representing (Agency Name):
Email:	Email:
Phone: 850-245-4440	Phone:
Fax: 850-488-2512	Fax:
4052 Bald Cypress Way	Address:
Bin C-18	
Tallahassee, FL 32399-1738	City, State, Zip:
Supervisor: Florida EMS Data Manager	

VI. PERIOD OF AGREEMENT

This Agreement shall be in effect until either party shall notify the other in writing by certified mail of its intent to withdraw from this agreement and the effective date of that withdrawal. Any terms of this agreement may be amended by mutual consent of the parties except where such amendment may be in contravention of legislative or regulatory mandate. Withdrawal from this agreement by either party shall suspend all rights granted herein unless specified by another agreement.

IN WITNESS WHEREOF, the parties hereto affix their signatures in execution of this Memorandum.

Agency Representative: _____
(print) (signature)

Date: _____

Representing: _____
(Agency Name)

FDOH Representative: _____
(print) (signature)

Date: _____

Representing: FDOH