



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 (NEMSIS TAC) (online at www.nemsis.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 from provider agencies across the state. However, this ePHI with personal identifiable



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information on patients is not accessible by unauthorized users and will not be displayed on reports that are generated.

G. DISCLAIMER

The FDOH 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.

J. INDEPENDENT CONTRACTOR.

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that FDOH and the EMS Provider are independent contractors under this Agreement and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of each individual party. In providing such services, neither party nor its agents shall act as officers, employees, or agents of the other party. The parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.



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K. TERM AND TERMINATION.

This agreement shall be effective for a period of five years from the effective date, which is the date last signed by the parties. This Agreement may be terminated at any time upon the mutual consent of both parties or unilaterally by either party upon no less than 30 calendar days' notice. Notice shall be delivered by certified mail (return receipt requested), express mail or other method where a receipt of delivery may be obtained.

L. WAIVER AND ASSUMPTION OF RISK.

FDOH and the EMS Provider are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and agree to be fully responsible for acts and omissions of their own agents or employees to the extent permitted by law. Nothing herein is intended to service as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

M. FORCE MAJEURE.

Neither the FDOH nor the EMS Provider shall be responsible for any failure or delay in performance hereunder due to circumstances beyond their reasonable control including, without limitation, Acts of God, accidents, mechanical, power failures, unavailability of funds or resources, acts, omissions and defaults of third parties and official, governmental and judicial action beyond their control. In the event of occurrences, which require the implementation of a Disaster Recovery Plan or similar emergency management plan, the parties shall provide a level of service consistent with this Agreement.

N. REVIEW AND MODIFICATION.

Upon request of either party, both parties will review this Agreement to determine whether its terms and conditions are still appropriate. Any modifications to this Agreement must be in writing, agreed upon by both parties, and signed by an authorized representative for each party.

O. AMERICANS WITH DISABILITIES ACT.

All parties to this Agreement shall comply with the Americans with Disabilities Act. In the event of a party's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, and the party may be declared ineligible for further agreements.

P. NON-DISCRIMINATION.

Both parties agree that it will not discriminate against any employee or applicants for employment or against persons for any other benefit or service under this Agreement because of race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

Q. PUBLIC RECORDS.

Each party agrees to allow the other party and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes, made or received in conjunction with this Agreement. Refusal to comply with this provision shall constitute sufficient cause for termination of this Agreement.



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R. ENTIRE AGREEMENT.

This Agreement embodies the entire agreement and understanding between the parties.

S. COMPLIANCE WITH APPLICABLE LAWS.

If any provision of this Agreement is held to be invalid under any applicable statute or rule of law, such provisions, or portions thereof, are to that extent deemed omitted and the remaining provisions of this Agreement will remain in full force and effect.

T. NOTICE.

Any notices given by either party to the other party under this Agreement must be in writing and sent either: by overnight courier, with a verified receipt; or by registered or certified U.S. Mail, postage prepaid, to the following party representatives:

Agency's License Number: _____

| FDOH | Agency |
|--------------------------------------|-----------------------------|
| Name: Luis Dominguez | Name: |
| Florida Bureau of EMS Representative | Representing (Agency Name): |
| Email: EMSTARS@flhealth.gov | Email: |
| Phone: 850-245-4440 | Phone: |
| Fax: 850-488-2512 | Fax: |
| 4052 Bald Cypress Way | Address: |
| Bin A-22 | |
| Tallahassee, FL 32399-1738 | City, State, Zip: |



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

Agency Representative: _____
(print) (signature)

Date: _____

Representing: _____
(Agency Name)

FDOH Representative: _____
(print) (signature)

Date: _____

Representing: FDOH _____