

NEMESIS DATA USE AGREEMENT

This Data Use Agreement (hereinafter, the “Agreement”) is entered into this _____ day of _____ 20__ between the National Emergency Medical Services Information System Technical Assistance Center (hereinafter, “NEMESIS” or “Data Recipient”) in the Department of Pediatrics at the University of Utah School of Medicine, acting as an agent of National Highway Traffic Safety Administration (Office of EMS) under contract number DTNH2215C00030, and (State or Territory EMS Authority)(“EMS Authority”) for purposes of compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009, and the Paperwork Reduction Act OMB Control Number: 2127-0717.

RECITALS

- A. **Whereas**, Data Recipient performs certain operations including the collection of EMS incident data in order to populate a National EMS Database; and
- B. **Whereas**, EMS Authority is engaged in activities including the collection of EMS activation, response, and care data; and
- C. **Whereas**, EMS Authority agrees to disclose Data (as defined in **Appendix A**) to Data Recipient for use by Data Recipient in performing the Activities (as defined below); and
- D. **Whereas**, EMS Authority understands that Data Recipient may release limited Data publicly (as defined below) to facilitate research, quality improvement, syndromic surveillance; and
- E. **Whereas**, Data Recipient agrees to limit its use of the Data and protect the Data according to the terms and conditions of this Agreement, and all applicable requirements of FISMA, HIPAA, HITECH, and the Privacy Rule (as defined below), as amended from time to time.

THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1 DEFINITIONS

“Activities” means potential uses of NEMESIS data including, research, public health surveillance, quality improvement, performance assessment and, public safety.

“Agreement” means this document.

“CDC” means Centers for Disease Control and Prevention.

“Data” means the data related to the NEMESIS data set in **Appendix A**.

“Data Recipient” means NEMESIS TAC and its authorized employees acting within the scope of their duties.

“Deidentified Health Information” means health information that does not identify an individual and with respect to which there is no reasonable basis to believe that the information can be used to identify an individual.

“Effective Date” means the date on which the last party executes this Agreement.

“Electronic Protected Health Information” means the term “electronic health information” in 45 CFR §160.103, limited to information created, received, maintained or transmitted by EMS Authority to Data Recipient.

“EMS” means Emergency Medical Services.

“FISMA” means Federal Information Security Management Act.

“HIPAA” means the Health Information Portability and Accountability Act of 1996.

“HITECH” means the Health Information Technology for Economic and Clinical Health Act of 2009

“Individual” means the person who is the subject of information collected, used, or disclosed by the EMS Authority.

“National Emergency Medical Services Database” means the collection of pre-hospital data collected and maintained by NEMESIS.

“NEMESIS” means the National EMS Information System.

“NEMESIS TAC” means the National Emergency Medical Services Information System – Technical Assistance Center.

“NHTSA” means National Highway Traffic Safety Administration.

“Pre-hospital Data System” means the information from an EMS incident and patient care data created by EMS providers and then submitted to Data Recipient.

“Privacy Rule” means the Standards for Privacy of Individual Identifiable Health Information at 45 CFR parts 160, 162 and 164 subparts A and E.

“Protected Health Information” has the meaning given that term in HIPAA.

“Required by Law” means the term “required by law” in 45 CFR § 164.501.

“Secretary” means the Secretary of the Department of Health and Human Services or his/her designee.

“Third Parties” means agents, contractors and subcontractors.

ARTICLE 2 DISCLOSURE OF DATA TO DATA RECIPIENT

- 2.1 Scope of Data Disclosed to Data Recipient. For purposes of this Agreement, the Data disclosed to Data Recipient shall consist of the health information from the NEMESIS data subset described in **Appendix A** of EMS Authority's prehospital data system.
- 2.2 Disclosure of Data. EMS Authority agrees to disclose the Data to Data Recipient for use in connection with Data Recipient's responsibility to populate a National EMS Database with data from states and territories from around the United States and related activities. Data Recipient further agrees that Data Recipient shall limit access to and the use of the Data to the following individuals or classes of individuals who need the Data in performing the Activities: See **Appendix B** for a List of Individuals and classes of Individuals.
- 2.3 Public Disclosure. EMS Authority expressly acknowledges that researchers, State, Territory, and Federal entities need access to historical (and real-time) EMS data. In order to facilitate access, NEMESIS will release, in compliance with all applicable laws, a narrowly tailored subset of the National EMS Database for these Activities. This subset will include data elements listed in **Appendix A**, including EMS incident state and county geographic identifiers. Small cell suppression will be utilized, and county cell counts less than five will be suppressed in all geographic analyses. Regarding Activities germane to established Federal public health surveillance systems (e.g., CDC National Syndromic Surveillance Program or other similar Federal projects), an incident ZIP Code identifier may be released, under safeguards protecting the identity of patients, providers and/or organizations as defined under FISMA.

ARTICLE 3 OBLIGATIONS OF DATA RECIPIENT

- 3.1 Use of Data. Data Recipient shall not use or disclose the Data except as permitted under the terms of this Agreement or as required by law.
- 3.2 Safeguards Against Misuse of Information. Data Recipient shall use appropriate safeguards to prevent use or disclosure of the Data other than permitted under this Agreement.
- 3.3 Reporting of Disclosures of Protected Health Information. Data Recipient shall notify EMS Authority in writing of any use or disclosure of the Data in violation of this Agreement by Data Recipient, its officers, directors, employees, contractors or agents, or by any third party, as soon as is practicable after Data Recipient obtains knowledge of any such violation.
- 3.4 Use of Data by Third Parties. Data Recipient shall obtain and maintain, throughout the term of this Agreement, an agreement with each Contractor that has or will have access to the Data by or through Data Recipient, under which such Contractor agrees to be bound by the same restrictions, terms, and conditions that apply to Data Recipient pursuant to this Agreement.
- 3.5 Identity of Individuals. Data Recipient agrees not to use the Data in such a way as to identify any individual and further agrees not to contact any individual who may be a

subject within the Data.

3.6 Minimum Necessary Information. Data Recipient represents that Data Recipient's request that EMS Authority discloses Protected Health Information to Data Recipient is limited in scope to the minimum Protected Health Information necessary to accomplish Data Recipient's purpose in connection with the Activities.

3.7 Notice of Request for Data. Data Recipient agrees to notify EMS Authority within five business days of Data Recipient's receipt of any request or subpoena for Protected Health Information relating to this Agreement. Such notice shall be in writing and may be sent by fax or email provided that any such notice shall also be sent to EMS Authority by personal delivery, certified mail, return receipt requested, or by nationally recognized overnight courier to the following:

EMS Authority Name

Department

Address

City, State, Zip Code

Contact Person

Phone Number

Fax Number

Email

To the extent that the EMS Authority decides to assume responsibility for challenging the validity of such request, Data Recipient shall cooperate fully with EMS Authority in any such challenge.

ARTICLE 4 TERM AND TERMINATION

The term of this Agreement shall commence as of the effective date set forth herein and shall terminate when all of the Protected Health Information provided by EMS Authority to Data Recipient, or created or received by Data Recipient on behalf of EMS Authority is destroyed and no longer retained by Data Recipient.

ARTICLE 5 GENERAL PROVISIONS

5.1 Singular case means the plural and plural includes the singular.

5.2 Any alterations, modifications, or waivers of the provisions of this Agreement may be made by a joint amendment directing the change and signed by both EMS Authority and Data Recipient.

5.3 Amendment. Data Recipient and EMS Authority agree to amend this Agreement to the extent and whenever necessary to allow either party to comply with the Privacy Rule, the

Standards for Electronic Transactions (45 CFR Parts 160 and 162) and the Security Standards (45 CFR Part 142) (collectively, the “Standards”) promulgated or to be promulgated by the Secretary or other regulations or statutes. Data Recipient agrees that it will fully comply with all such Standards and that it will agree to amend this Agreement to incorporate any material changes required by the Standards.

- 5.4 In the event that the current Data Recipient for the NHTSA (Office of EMS) is no longer the agent administering NEMESIS, this Agreement shall be immediately binding upon any successors acting as a Data Recipient for the NHTSA (Office of EMS) to administer NEMESIS and the EMS Authority. This includes during any transition period where the successor agent is executing a new DUA with the EMS Authority.
- 5.5 Any legal notice or other communication required or permitted hereunder with EMS Authority shall be in writing, and will be deemed given when delivered personally, sent by confirmed fax, sent by commercial overnight courier (with written verification of receipt), or sent by registered or certified mail, return receipt requested, postage prepaid. All communications shall be sent to the attention of the persons listed on the signature page or their successor of this Agreement and at the addresses or fax numbers set forth below unless other names, addresses, or fax numbers are provided by either or both parties, with copies of all such legal notices or other communications delivered in accordance herewith to the following:

EMS Authority Name

Department

Address

City, State, Zip Code

Contact Person

Title

Phone

Email

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the day and year set forth herein.

University of Utah School of Medicine

("Data Steward")

By: _____

Date: _____

(Signature of "Data Steward") J. Michael
Dean, M.D., MBA Associate Dean

By: _____

Date: _____

(Signature of "Data Recipient") N. Clay Mann,
PhD, MS, MBA Professor

State/Territory EMS Official

("EMS Authority")

By: _____

Date: _____

(Signature)

Name: _____

(Please Print)

Title: _____

Appendix A – National NEMESIS DataSet

The NEMESIS Version 3.5.0 National EMS Elements To Be Collected from the EMS Authority (State or Territory)

The NHTSA / NEMESIS Version 3.5.0 standard consists of three DataSets; the Demographic (EMS Agency Information) (DEM DataSet) and EMS (ePCR/Event) (EMS DataSet) and the State requirements (SDS) StateDataSet. The national subsets of requisite data are the only elements that are sent from a State or Territory (EMS Authority) to populate the NEMESIS Database at the NEMESIS Technical Assistance Center. The elements included in this appendix represent the national subset of requisite elements. The DEM DataSet represents information regarding the EMS Agency. The EMS DataSet represents information regarding the EMS activation / response. The State DataSet represents information regarding state-specific certifications/licensures, medications, procedures, protocols, facilities, and custom configurations. This may or may not include detailed incident, scene, patient, assessment, and treatment information depending on the disposition of the incident and/or patient.

NHTSA / NEMESIS Version 3.5.0 – Requisite National Elements - Demographic DataSet -

The NHTSA / NEMESIS Version 3.5.0 National Subset of data elements for the Demographic (EMS Agency) submission is listed below. Twenty-two elements comprise the Demographic DataSet (DEM DataSet).

Blue typeface indicates the elements that are removed from public reporting.

	NHTSA / NEMESIS V3 Element Number	NHTSA / NEMESIS V3 Element Name	Elements Removed from Public Reporting
DEMOGRAPHIC (EMS Agency) REPORT Information			
dAgency Information			
1	dAgency.01	EMS Agency Unique State ID	Removed
2	dAgency.02	EMS Agency Number	Removed
3	dAgency.04	EMS Agency State	Removed
4	dAgency.05	EMS Agency Service Area States	Removed
5	dAgency.06	EMS Agency Service Area County(ies)	Removed
6	dAgency.07	EMS Agency Census Tracts	Removed
7	dAgency.08	EMS Agency Service Area ZIP Codes	Removed
8	dAgency.09	Primary Type of Service	Public Data
9	dAgency.11	Level of Service	Public Data
10	dAgency.12	Organization Status	Public Data
11	dAgency.13	Organizational Type	Public Data
12	dAgency.14	EMS Agency Organizational Tax Status	Removed

	NHTSA / NEMSIS V3 Element Number	NHTSA / NEMSIS V3 Element Name	Elements Removed from Public Reporting
13	dAgency.25	National Provider Identifier	Removed
14	dAgency.26	Fire Department ID Number	Removed
dConfiguration Information			
- This group repeats to allow for EMS Agencies licensed in multiple states to document the information specific to each state requirements.			
15	dConfiguration.01	State Associated with the Configuration	Public Data
16	dConfiguration.06	EMS Certification Levels Permitted to Perform Each Procedure	Removed
17	dConfiguration.07	EMS Agency Procedures	Removed
18	dConfiguration.08	EMS Certification Level Permitted to Administer Each Medication	Removed
19	dConfiguration.09	EMS Agency Medications	Removed
20	dConfiguration.10	EMS Agency Protocols	Removed
21	dConfiguration.13	Emergency Medical Dispatch (EMD) Provided to EMS Agency Service Area	Removed
22	dConfiguration.16	Crew Call Sign	Removed

NHTSA / NEMSIS Version 3.5.0

Requisite National Elements

- EMS DataSet -

The NHTSA / NEMSIS Version 3.5.0 National Subset of data elements for the EMS Incident / Patient Care Report (ePCR/Event or EMS DataSet) submission are listed below. A total of 144 elements comprise the EMS Incident / Patient Care Report DataSet (EMS DataSet). The elements listed here are specific to the EMS Agency based on its structure and the licensure granted by the State EMS Office or other licensing authority.

Blue typeface indicates the elements that are removed from public reporting.

	NHTSA / NEMSIS V3 Element Number	NHTSA / NEMSIS V3 Element Name	Elements Removed from Public Reporting
INCIDENT / PATIENT CARE REPORT (ePCR/Event) Information Group			
eRecord Information			
1	eRecord.01	Patient Care Report Number	Removed
2	eRecord.02	Software Creator	Removed
3	eRecord.03	Software Name	Removed
4	eRecord.04	Software Version	Removed
eResponse Information			
5	eResponse.01	EMS Agency Number	Removed
6	eResponse.03	Incident Number	Removed
7	eResponse.04	EMS Response Number	Removed
8	eResponse.05	Type of Service Requested	Public Data
9	eResponse.07	Primary Role of the Unit	Public Data
10	eResponse.08	Type of Dispatch Delay	Public Data
11	eResponse.09	Type of Response Delay	Public Data
12	eResponse.10	Type of Scene Delay	Public Data
13	eResponse.11	Type of Transport Delay	Public Data
14	eResponse.12	Type of Turn-Around Delay	Public Data
15	eResponse.13	EMS Vehicle (Unit) Number	Removed
16	eResponse.14	EMS Unit Call Sign	Removed
17	eResponse.23	Response Mode to Scene	Public Data
18	eResponse.24	Additional Response Mode Descriptors	Public Data

	NHTSA / NEMSIS V3 Element Number	NHTSA / NEMSIS V3 Element Name	Elements Removed from Public Reporting
eDispatch Information			
19	eDispatch.01	Complaint Reported by Dispatch	Public Data
20	eDispatch.02	EMD Performed	Public Data
eTimes Information			
21	eTimes.01	PSAP Call Date/Time	Public Data
22	eTimes.03	Unit Notified by Dispatch Date/Time	Public Data
23	eTimes.05	Unit En Route Date/Time	Public Data
24	eTimes.06	Unit Arrived on Scene Date/Time	Public Data
25	eTimes.07	Arrived at Patient Date/Time	Public Data
26	eTimes.09	Unit Left Scene Date/Time	Public Data
27	eTimes.11	Patient Arrived at Destination Date/Time	Public Data
28	eTimes.12	Destination Patient Transfer of Care Date/Time	Public Data
29	eTimes.13	Unit Back in Service Date/Time	Public Data
ePatient Information			
30	ePatient.07	Patient's Home County	Removed
31	ePatient.08	Patient's Home State	Removed
32	ePatient.09	Patient's Home ZIP Code	Removed
33	ePatient.13	Gender	Public Data
34	ePatient.14	Race	Public Data
35	ePatient.15	Age	Public Data
36	ePatient.16	Age Units	Public Data
ePayment Information			
37	ePayment.01	Primary Method of Payment	Public Data
38	ePayment.50	CMS Service Level	Public Data
eScene Information			
39	eScene.01	First EMS Unit on Scene	Public Data
40	eScene.06	Number of Patients at Scene	Public Data
41	eScene.07	Mass Casualty Incident	Public Data
42	eScene.08	Triage Classification for MCI Patient	Public Data
43	eScene.09	Incident Location Type	Public Data
44	eScene.18	Incident State	Public Data
45	eScene.19	Incident ZIP Code	Removed
46	eScene.21	Incident County	Public Data
eSituation Information			
47	eSituation.01	Date/Time of Symptom Onset	Public Data
48	eSituation.02	Possible Injury	Public Data
49	eSituation.07	Chief Complaint Anatomic Location	Public Data

	NHTSA / NEMSIS V3 Element Number	NHTSA / NEMSIS V3 Element Name	Elements Removed from Public Reporting
50	eSituation.08	Chief Complaint Organ System	Public Data
51	eSituation.09	Primary Symptom	Public Data
52	eSituation.10	Other Associated Symptoms	Public Data
53	eSituation.11	Provider's Primary Impression	Public Data
54	eSituation.12	Provider's Secondary Impressions	Public Data
55	eSituation.13	Initial Patient Acuity	Public Data
56	eSituation.18	Date/Time Last Known Well	Public Data
57	eSituation.20	Reason for Interfacility Transfer/Medical Transport	Public Data
eInjury Information			
58	eInjury.01	Cause of Injury	Public Data
59	eInjury.03	Trauma Triage Criteria (Steps 1 and 2)	Public Data
60	eInjury.04	Trauma Triage Criteria (Steps 3 and 4)	Public Data
eArrest Information			
61	eArrest.01	Cardiac Arrest	Public Data
62	eArrest.02	Cardiac Arrest Etiology	Public Data
63	eArrest.03	Resuscitation Attempted By EMS	Public Data
64	eArrest.04	Arrest Witnessed By	Public Data
65	eArrest.07	AED Use Prior to EMS Arrival	Public Data
66	eArrest.09	Type of CPR Provided	Public Data
67	eArrest.11	First Monitored Arrest Rhythm of the Patient	Public Data
68	eArrest.12	Any Return of Spontaneous Circulation	Public Data
69	eArrest.14	Date/Time of Cardiac Arrest	Public Data
70	eArrest.16	Reason CPR/Resuscitation Discontinued	Public Data
71	eArrest.17	Cardiac Rhythm on Arrival at Destination	Public Data
72	eArrest.18	End of EMS Cardiac Arrest Event	Public Data
73	eArrest.20	Who First Initiated CPR	Public Data
74	eArrest.21	Who First Applied the AED	Public Data
75	eArrest.22	Who First Defibrillated the Patient	Public Data
eHistory Information			
76	eHistory.01	Barriers to Patient Care	Public Data
77	eHistory.17	Alcohol/Drug Use Indicators	Public Data
eVitals Information			
78	eVitals.01	Date/Time Vital Signs Taken	Public Data
79	eVitals.02	Obtained Prior to this Unit's EMS Care	Public Data
80	eVitals.03	Cardiac Rhythm/Electrocardiography (ECG)	Public Data
81	eVitals.04	ECG Type	Public Data
82	eVitals.05	Method of ECG Interpretation	Public Data
83	eVitals.06	Systolic Blood Pressure (SBP)	Public Data
84	eVitals.10	Heart Rate	Public Data
85	eVitals.12	Pulse Oximetry	Public Data

	NHTSA / NEMSIS V3 Element Number	NHTSA / NEMSIS V3 Element Name	Elements Removed from Public Reporting
86	eVitals.14	Respiratory Rate	Public Data
87	eVitals.16	End Tidal Carbon Dioxide (ETCO2)	Public Data
88	eVitals.18	Blood Glucose Level	Public Data
89	eVitals.19	Glasgow Coma Score-Eye	Public Data
90	eVitals.20	Glasgow Coma Score-Verbal	Public Data
91	eVitals.21	Glasgow Coma Score-Motor	Public Data
92	eVitals.22	Glasgow Coma Score-Qualifier	Public Data
93	eVitals.26	Level of Responsiveness (AVPU)	Public Data
94	eVitals.27	Pain Scale Score	Public Data
95	eVitals.29	Stroke Scale Score	Public Data
96	eVitals.30	Stroke Scale Type	Public Data
97	eVitals.31	Reperfusion Checklist	Public Data
eProtocols Information			
98	eProtocols.01	Protocols Used	Public Data
eMedications Information			
99	eMedications.01	Date/Time Medication Administered	Public Data
100	eMedications.02	Medication Administered Prior to this Unit's EMS Care	Public Data
101	eMedications.03	Medication Administered	Public Data
102	eMedications.04	Medication Administered Route	Public Data
103	eMedications.05	Medication Dosage	Public Data
104	eMedications.06	Medication Dosage Units	Public Data
105	eMedications.07	Response to Medication	Public Data
106	eMedications.08	Medication Complication	Public Data
107	eMedications.10	Role/Type of Person Administering Medication	Public Data
eProcedures Information			
108	eProcedures.01	Date/Time Procedure Performed	Public Data
109	eProcedures.02	Procedure Performed Prior to this Unit's EMS Care	Public Data
110	eProcedures.03	Procedure	Public Data
111	eProcedures.05	Number of Procedure Attempts	Public Data
112	eProcedures.06	Procedure Successful	Public Data
113	eProcedures.07	Procedure Complication	Public Data
114	eProcedures.08	Response to Procedure	Public Data
115	eProcedures.10	Role/Type of Person Performing the Procedure	Public Data

	NHTSA / NEMESIS V3 Element Number	NHTSA / NEMESIS V3 Element Name	Elements Removed from Public Reporting
eDisposition Information			
116	eDisposition.05	Destination State	Removed
117	eDisposition.06	Destination County	Removed
118	eDisposition.07	Destination ZIP Code	Removed
119	eDisposition.16	EMS Transport Method	Public Data
120	eDisposition.17	Transport Mode from Scene	Public Data
121	eDisposition.18	Additional Transport Mode Descriptors	Public Data
122	eDisposition.19	Final Patient Acuity	Public Data
123	eDisposition.20	Reason for Choosing Destination	Public Data
124	eDisposition.21	Type of Destination	Public Data
125	eDisposition.22	Hospital In-Patient Destination	Public Data
126	eDisposition.23	Hospital Capability	Public Data
127	eDisposition.24	Destination Team Pre-Arrival Alert or Activation	Public Data
128	eDisposition.25	Date/Time of Destination Prearrival Alert or Activation	Public Data
129	eDisposition.27	Unit Disposition	Public Data
130	eDisposition.28	Patient Evaluation/Care	Public Data
131	eDisposition.29	Crew Disposition	Public Data
132	eDisposition.30	Transport Disposition	Public Data
133	eDisposition.32	Level of Care Provided per Protocol	Public Data
eOutcome Information			
134	eOutcome.01	Emergency Department Disposition	Public Data
135	eOutcome.02	Hospital Disposition	Public Data
136	eOutcome.09	Emergency Department Procedures	Public Data
137	eOutcome.10	Emergency Department Diagnosis	Public Data
138	eOutcome.11	Date/Time of Hospital Admission	Public Data
139	eOutcome.12	Hospital Procedures	Public Data
140	eOutcome.13	Hospital Diagnosis	Public Data
141	eOutcome.16	Date/Time of Hospital Discharge	Public Data
142	eOutcome.18	Date/Time of Emergency Department	Public Data
143	eOutcome.19	Date/Time Emergency Department Procedure	Public Data
144	eOutcome.20	Date/Time Hospital Procedure Performed	Public Data

Appendix B Disclosure of National NEMSIS Dataset By Means of the National EMS Database

For the purposes of using the data subset from the EMS Authorities (States and Territories), the following individuals or classes of individuals will have access to different levels of data:

All Data Sent by all EMS Authorities (States and Territories) in its Raw Format

- University of Utah, Health Sciences Center, National EMS Information System Technical Assistance Center (NEMSIS TAC), and additional University of Utah personnel to the extent such access is reasonably necessary to facilitate the operations of NEMSIS TAC
- National Highway Traffic Safety Administration (NHTSA) Office of EMS or the NHTSA National Center for Statistics and Analysis

Data Sent By the EMS Authority (State or Territory) and Used by the National EMS Database Reporting Engine. EXCLUSIONS: None; includes all data submitted by each specific EMS Authority.

- The above entities
- The Entity (State/Territory), Office of Emergency Medical Services

Data Sent By the EMS Authority (State or Territory) and Used by the National EMS Database Reporting Engine. EXCLUSIONS: Any elements identifying a patient, zip code elements, EMS provider/agency, or receiving hospital (listed above in blue typeface and documented as “Removed” in Appendix A).

- The above entities
- The public that can access the de-identified National EMS Database Reporting Tools on the NEMSIS TAC website