



Data Use Agreement

This Data Use Agreement (DUA) is a legally binding agreement between the Emergency Medical Services Authority (EMSA) and the requesting entity (Requesting Entity).

The approved Data Request Application submitted by the Requesting Entity, which defines the parameters of the data request and EMSA approval, is attached hereto and is incorporated by reference.

Data under this Agreement is being released to the Requesting Entity pursuant to the provisions of the California Information Practices Act of 1977 (Cal. Civ. Code §1798 et seq.).

Background

EMSA may coordinate with other entities in order to develop detailed data for use in analyses and reports as a means of accomplishing its responsibility to assess and coordinate the effectiveness of the EMS system. The purpose of this document is to define the requirements for data release, access, and use, including written assurance that all appropriate measures will be taken to protect and maintain the data.

Definitions

1. **Individual** has the same meaning as the term "individual" in Title 45, Code of Federal Regulations (CFR), Section 164.501 of the Privacy Rule and includes a person who qualifies as a personal representative in accordance with Section 164.502(g) of the Privacy Rule.
2. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Information at Title 45, CFR, Section 160 and Part 164, Subparts A and E, as amended.
3. **Data** has the same meaning as the term "limited data set" in Title 45, CFR, Section 164.514(e) of the Privacy Rule.
4. **Personally Identifiable Information** has the same meaning as "personal information" in Division 3, California Civil Code, Section 1798.140.
5. **Protected Health Information or PHI** has the same meaning as the term "protected health information" in Title 45, CFR, Section 160.103 of the Privacy Rule.

Limitations (45 CFR §164.502 – 164.514):

The intent of this DUA is to document the purpose(s) for which the data will be accessed and used, as well as the means by which the data will be protected and maintained. EMSA is committed to compliance with the California Information Practices Act (California Civil Code § 1798, et seq.) and State and federal privacy laws.

The purpose of this DUA is to specify the obligations of the Requestor and EMSA and to ensure the integrity and confidentiality of the data.

Ownership of Data

EMSA is the owner of the raw data. If this Data Use Agreement is made as part of a contract with the EMSA, all data, work products, and publications shall be owned by EMSA, except as explicitly stated in the terms of the contract. If necessary, a separate agreement may be made between EMSA and the Requesting Entity to allow for such publication as authorized by EMSA. A request for publication, separate from the terms of the contract, shall not be unreasonably denied by EMSA so long as all deliverables under the contract have been met and accepted by EMSA.

Data Protection

The Requesting Entity must ensure the data provided by EMSA be maintained in a secure location accessible only to appropriate staff.

Data Transfer

The data will be transferred from EMSA to the Requesting Entity in an encrypted file or other secure data transfer process.

Reporting Requirements

Reporting specifics, if any, will be developed at the time that the dataset parameters are developed between EMSA and the Requesting Entity. They shall be detailed here prior to the DUA being finalized and executed. If there are no Reporting Requirements, it should be stated under this section: "This agreement is not subject to Reporting Requirements."

Costs

Costs related to documentation and distribution of the data, or its analyses, will be the responsibility of the Requesting Entity.

Obligations of the Requesting Entity

1. The Requesting Entity agrees not to use or disclose the data for any purpose other than the intended uses as specified in the approved Data Request Application and accompanying research approval by the Committee for the Protection of Human Subjects.
2. The Requesting Entity agrees to use appropriate safeguards as specified in the approved Data Request Application to prevent misuse or inappropriate disclosure of the data.
3. The Requesting Entity agrees that it will report any unapproved use or disclosure of data under this DUA to EMSA within ten (10) days of its discovery, including, without limitation, any disclosure of personal information to an unauthorized entity.

4. The Requesting Entity shall not provide access to the data to any employee, agent, entity, or person not disclosed in the approved Data Request Application.
5. The Requesting Entity agrees not to identify the information contained in the data or contact any individual pursuant to 45 CFR § 164.514 (e)(4)(ii)(C)(5).
6. The Requesting Entity will indemnify, defend, and hold harmless EMSA and any of the providing entities affiliates, and their respective trustees, officers, directors, employees and agents ("Indemnitees") from and against any claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees and court costs) arising out of or in connection with any unauthorized or prohibited use or disclosure of the data set or any other breach of this DUA by the Requesting Entity or any agent or person under its control.
7. The Requesting Entity agrees and understands that it is their responsibility to comply with statutory notice requirements in the event of a breach of the data, subject to this DUA. The Requesting Entity will be solely responsible for any damages or costs resulting from a data breach.

Obligations of EMSA

1. EMSA will provide the data in a flat file format.
2. EMSA will be available to answer questions related to the data parameters.
3. EMSA will provide a data dictionary relevant to the data provided if one exists.

Termination

1. The provisions of this DUA shall be effective immediately and shall terminate when the research project has been completed as specified in the approved Data Request Application and when all of the data provided by EMSA are certified destroyed or returned to EMSA. The Requesting Entity will ensure that the data set is destroyed after the purpose of the written request is fulfilled and will provide the CEMSIS Program Coordinator with written confirmation that the data has been destroyed. Even after the Requesting Entity no longer has access to the records of EMSA, they remain bound by this document and must continue to maintain the confidentiality of information to which they previously had access.
2. EMSA may terminate this agreement immediately with cause, or upon 15-day notice without cause. Upon termination, the Requesting Entity shall return all physical data materials and devices to EMSA and shall permanently delete or destroy any and all copies of the data and any derivate files that contain source data.

Miscellaneous

1. The parties agree to take such action as is necessary to amend this DUA as is necessary for the parties to comply with the requirements of the Information Practices Act and the Federal Privacy Rule.
2. Any ambiguity in the DUA shall be resolved by EMSA to ensure compliance with California and applicable federal law.
3. There are no third-party beneficiaries to this DUA. It is the parties' intent that nothing contained in this DUA gives rise to any right or cause of action, contractual or otherwise, in or on behalf of the individuals whose personal information or personal health information is used or disclosed pursuant to this DUA.
4. The person(s) signing this DUA have the right and authority to execute this DUA and no further approvals are necessary to create a binding agreement.
5. The DUA, including any documents incorporated by reference, is intended to be a complete integration, and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the DUA. No oral understanding or contract not incorporated in the DUA is binding on any of the Parties.
6. Copies of this DUA, including copies of the signatures of the parties, may be used in lieu of original documents and signatures and, further, copies shall have the same force and effect as originals.
7. This DUA may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I certify that I have read and agree to abide by the rules herein, including all attachments and addenda. Data recipient(s) will not use or disclose the information other than permitted by the agreement or otherwise required by law.

Requesting Entity Designee Name:	Requesting Entity Designee Signature:	Date:
Individual User with Access to Data:	Individual User's Signature:	Date:
Individual User with Access to Data:	Individual User's Signature:	Date:
Individual User with Access to Data:	Individual User's Signature:	Date:

Individual User with Access to Data:	Individual User's Signature:	Date:
Individual User with Access to Data:	Individual User's Signature:	Date:

EMSA USE ONLY

Date of Program Review Request:	
Date of Project Review:	
Data Technologies Manager Approval (signature):	
Date of Data Technologies Manager Approval:	