

## Data Use Agreement

Oregon Health Authority  
Public Health Division  
Injury and Violence Prevention Program  
EMS Data Team  
800 NE Oregon St. Suite 730  
Portland, OR 97232-2162

Email: [OSH.EMSData@dhsosha.state.or.us](mailto:OSH.EMSData@dhsosha.state.or.us)  
Telephone: 971-673-1055 or 971-673-0527  
Fax: 971-673-0990

**\*\*For Official Use Only\*\***

Date received:

Request number:

### DATA REQUEST CONTACT INFORMATION

Organization name:	
Organization address:	
Primary contact person (PI or manager)	
Telephone number:	
FAX Number:	
Email address:	

**DATA REQUEST INFORMATION: The Oregon EMS can provide data to researchers. The users of data or recipient(s) cannot identify the information or contact individuals (defined in statute, ORS 179.505) in addition to following ORS 333.250 requirements.**

*Specify which year(s) of data are needed (EMS data is available from 1/1/2012 – 2014 is the 1<sup>st</sup> year over 90 of transport agencies reported their EMS ePCR's):*

*File format in which to provide database: ASCII  CSV  Other format:*

*Is the request for repeated data (such as quarterly or annually)? Yes  No*

*If yes, how often is the data needed? Specify here:*

### CONTACT INFORMATION

*Study contact person:*

### STUDY DESCRIPTION

*Length of study:*

Start date:	
End date:	

List all study personnel (include names of staff, their roles, and affiliation working under). Data recipient(s) will not use or disclose the information other than permitted by the agreement or otherwise required by law. :

Name(s) starting with Principle Investigator/Manager	Role(s)	Affiliation

Provide a description of the study (include the name of the funder, study aims, and anticipated outcomes):

Specify data needs (include variables, needs for analysis, and how you will analyze the data – logistic regression, etc.):

Please identify variables needed from these lists in your description

The NEMESIS version 2 Data Dictionary: <http://www.nemesis.org/v2/downloads/datasetDictionaries.html> (I recommend using the PDF link, the first one in the list of links.)

The NEMESIS version 3 Data Dictionary: <http://www.nemesis.org/v3/downloads/datasetDictionaries.html> (I recommend using the link to the “Hard Copy PDF” or “Web Version” near the top of the page.)

A list of which data elements Oregon collects statewide in the NEMESIS version 3 standard:  
[http://www.nemesis.org/media/nemesis\\_states/oregon/Resources/StateDataSet.xml#State](http://www.nemesis.org/media/nemesis_states/oregon/Resources/StateDataSet.xml#State)

*Describe plans to secure data (such as encryption, passwords, locked files, etc.). Data recipient(s) must report to the covered entity any uses or disclosures in violation of the agreement of which the recipient becomes aware:*

*Will laptops or mobile devices be used? If so, describe how you will protect data from loss or unauthorized access:*

*If you connect remotely please describe the security controls you will use to secure the data:*

*Describe plans to destroy data after study ends:*

*Describe plans for dissemination of results, including reporting back to the Oregon EMS Data Team:*

*Provide any additional information about the use of the data:*

## DATA USER CONFIDENTIALITY AGREEMENT

I certify that I have read and agree to abide by the Confidentiality Rules on the attached sheets following the signature(s). (Please sign below.)

_____ Principal Investigator / Manager	_____ Printed Name	_____ Date
_____ Individual user with access to data	_____ Printed Name	_____ Date
_____ Individual user with access to data	_____ Printed Name	_____ Date
_____ Individual user with access to data	_____ Printed Name	_____ Date

Internal Use Only	
Date of program review request:	
Date of project review:	
Section manager final approval signature:	
Date of manager signature	

## RESTRICTIONS AND CONDITIONS OF USE:

Investigators (including all those who will use or have access to the requested data set) who are requesting EMS data must agree to abide by the rules listed below.

1. Data may be used only for the purposes stated in the attached Data Use Agreement. Any changes in planned use and/or access to data must be written as a supplemental request and receive written approval from the EMS Data Team, as well as the Oregon OHA-HS IRB where necessary.
2. Researcher must agree to assess the impact on privacy and confidentiality before releasing aggregated data. Therefore, outside research or study groups should abide by the same rules of confidentiality in reporting non-identified aggregates at the geographic level, where disclosure of detailed demographic information and medical information would make it possible to identify the person in local communities.
3. Researcher will ensure that any agents, including a subcontractor, to whom it provides the Oregon EMS data set agrees to the same restrictions and conditions that apply to the recipient with respect to the Oregon EMS data released.
4. Access to and small number suppression of each EMS data set will be determined by the Oregon OHA EMS Data Team. OHA will determine guidelines for small numbers suppression in collaboration with researchers. Rates, counts and other statistical reporting of EMS data may be suppressed in the output when the count or the population in the denominator is less than a certain threshold. Rates, counts and other statistical reporting that could be used to identify a health care provider, ambulance service medical transportation agency or health care facility must also be suppressed. If through manipulation of the data users are able to reconstruct the suppressed data they will, nevertheless, abide by the small numbers guidelines.
5. Researcher will protect confidentiality by using appropriate safeguards to prevent use or disclosure of the EMS data by a third party or other than as specified in the Data Use Agreement (e.g. use a password protected screensaver when possible, store data on encrypted memory, and keeping laptops, records and materials in a secure location with controlled access so that persons not connected with the study cannot access these records). Control of these records is to continue at the completion of the study by destroying the electronic files or listings.
6. Researcher will not attempt to link individual records from this data set with other information from any other data set without specific written permission or approval from the Oregon OHA-HS IRB. Linkage of information from multiple databases is a potential threat to confidentiality.
7. Researcher will make no effort to determine the identity of individuals from the EMS data released. Identity discovered inadvertently is a breach of confidentiality and should be reported to the EMS Coordinator immediately. Researcher will notify the EMS Research Analyst if the researcher becomes aware of any use or disclosure of the Oregon EMS data not specified in the Data Use Agreement.
8. Prohibition against follow-up: The researcher will not perform any individual or family follow-up, and no data will be published or disclosed from which an individual can be identified except where permitted under ORS 432.119(2) or upon written authorization of the Oregon OHA-HS IRB.

9. Researcher will not release any individual record information either *in toto*, or in fragmented form to any person or entity outside of the research team specifically related to the project described in the Data- use Agreement, without express written permission from the Oregon State Epidemiologist.
10. Before publishing any Oregon EMS data, researcher must notify the EMS Research Analyst and provide a copy of the data to be published. Published data will include appropriate data source citations. The researcher's organization should be cited as the source of interpretations of the data.
11. Researcher understands that a breach of confidentiality would result in denial of all future data set requests from the EMS Data Team, as well as possible civil and/or criminal liability of the researcher. The EMS Data Team has taken reasonable precautions to protect the identities of individual respondents providing information for this data set. Researchers will accept all liability for their use, disclosure, or revealing in any way of information that can be used to identify any individual person.
12. Researcher will ensure that the data set is destroyed after the purpose of the written request is fulfilled and will provide the EMS Research Analyst with a written confirmation that the data has been destroyed. Even after researchers no longer have access to the records of the Oregon EMS, they should consider themselves bound by this document and must continue to maintain the confidentiality of information to which they previously had access.