



## ESO Research Data Use Agreement

**Project Title:** PORTAL

**Requestor (Investigator):** Michael Ward, MD

**Requestor Institution:** Vanderbilt University Medical Center

The Patient Outcome Reporting Tool for emergency medical services (PORTAL) project aims to understand barriers to evidence-based care for acute coronary syndrome and conduct user-centered design to develop a feedback tool for EMS clinicians. This project is funded through an R34 grant by the National Institutes for Health.

As part of this work, the investigators are requesting data from agencies that are participating in the pilot project to create baseline benchmarks and monitor progress throughout the project related to performance for patients with suspected acute coronary syndrome.

In consideration of the access to the Agency's Data Set, the potential public benefits of the PORTAL Project, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Agency and ESO agree as follows:

- 1) Agency hereby grants ESO permission to share a de-identified data set of the Agency's data (Agency Data Set) with the Requestor for the purposes of research and benchmarking with regards to EMS clinical performance for patients with suspected acute coronary syndrome.
- 2) Neither ESO nor Requestor shall (i) disclose, release, distribute, or deliver the Agency Data Set, or any portion thereof, to any third party, (ii) copy, modify, or create derivative works of the Agency Data Set (except to the extent necessary for the PORTAL Project), (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Agency Data Set, or (iv) use the Agency Data Set in any manner or for any purpose that infringes or otherwise violates any proprietary right of a person, or that violates applicable law.
- 3) Requestor and Sponsor acknowledge that the Agency Data Set is to be composed of records which have been de-identified in accordance with 45 CFR 164.502(d), and 164.514(a)-(c) of the HIPAA Privacy Rule. Requestor agrees to only accept de-identified data and not attempt to re-identify the data subjects.

- 4) In the event the Agency Data Set contains one or more narrative fields, Requestor agrees to (i) eliminate proper names and localizing information during the process of removing “extremely infrequent words of word pairs”, (ii) remove identifying information from the narrative in any qualitative quotes included in the research analysis or write-up, (iii) redact such fields if they are part of qualitative text that is quoted, and (iv) diligently refrain from divulging any stray identifying information to any third party.
- 5) Prior to submission of any abstract or manuscript for presentation or publication, Requestor will provide the work to ESO for concurrent review.
- 6) Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.
- 7) No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Agency, the Williamson County Commissioners Court, or the Williamson County Judge.

AGENCY: \_\_\_\_\_  
[printed name of Agency]

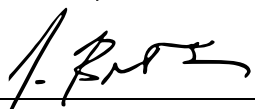
By: \_\_\_\_\_  
[authorized signature of Agency]

Name: \_\_\_\_\_  
[name of person signing for Agency]

Title: \_\_\_\_\_  
[title of person signing for Agency]

Date: \_\_\_\_\_

ESO SOLUTIONS, INC.

By:  \_\_\_\_\_

Name: J Brent Myers, MD MPH

Title: Chief Medical Officer

Date: July 12, 2022