# Data Sharing Agreement

Between

# Virginia E-911 Services Board

And

# (PSAP)

## Introduction

*Participants:*  This Data Sharing Agreement (DSA) is entered into by and between Virginia E-911 Services Board ("Board") and (name of PSAP Here) ("PSAP").

*Purpose:*  The purpose of this DSA is to describe the sharing of data between the Board and the PSAP and the authority and responsibilities of the Board and PSAP regarding those data.

*Effective Date*:  This DSA will become effective upon signatures by both the PSAP and the Virginia E-911 Services Board.

## Product/Service Description

A vendor named DirectApps, Inc. (DBA Direct Technology) has developed a service and a product, Emergency Call Tracking System (ECaTS), which collects 9-1-1 call data at PSAPs and provides consolidated, web-based reporting.  VITA has entered into a state contract with Direct Technology (contract no. VA-150915-DTG), a copy of which is available at http://vita2.virginia.gov/procurement/contractDetail.cfm?contract_id=1000821 (the "Contract").

ECaTS consists of a data warehouse repository; information technology tool and services to organize, manage, manipulate, analyze and secure the data within the data warehouse; and professional and technical expertise to manage, protect and conduct studies on those data. Direct Technology will install a small Remote Data Distribution Module (RDDM) buffer box at each PSAP and connect it to the Call Handling Equipment's (CHE) Call Detail Record (CDR) (outgoing information only) port.  This information will then be encrypted and forwarded over the Internet to web servers for processing and reporting.

The goal of the Board is to utilize the capabilities and reports of ECaTS for studies (conducted by the Board or other researchers), to optimize call routing and delivery, and to monitor the overall efficiency of the 9-1-1 network.  The collection and analysis in ECaTS will lead to a better understanding of the operational characteristics and trends associated with the delivery of 9-1-1 calls, and will provide a foundation of data to compare against, as Next Generation 9-1-1 functionality is implemented.

## Data Ownership, Retention, and Requests

The PSAPs are the owners and custodians of the data in ECaTS.  Throughout the duration of the Contract, as provided therein, Direct Technology will hold said information for the PSAPs in the ECaTS private data cloud, which is located in Sacramento, California.  Access will be provided to Board staff as detailed below.

Each PSAP is responsible for ensuring that the PSAP data held in ECaTS is preserved, maintained, and accessible throughout the lifecycle of the data.  *See* Va. Code § 42.1-85(B). This responsibility includes retention for the period required by applicable law, including the

Virginia Public Records Act (Chapter 7 of Title 42.1 of the Code of Virginia).  Board and/or Direct Technology staff may offer advice, to the extent possible, regarding retention of PSAPs' data in ECaTS, but each PSAP will be responsible for making decisions regarding retention, including whether/when to authorize destruction of data in ECaTS and regarding creation and retention of local copies of data in ECaTS.

If persons other than authorized representatives of PSAP or the Board make requests for data in ECaTS, pursuant to the Virginia Freedom of Information Act (Chapter 37 of Title 2.2 of the Code of Virginia) or other applicable law, those requests will be handled as follows. Requests sent directly to Direct Technology will be forwarded to the appropriate PSAP(s) for handling based on their own data sharing policies and decision-making.  Requests that come to the Board for aggregate or statewide data will be answered or otherwise disposed of by the Board and its staff in accordance with the Board's and VITA's policies and decision-making. Requests that come to the Board for data regarding one or more particular PSAPs will be discussed with the affected PSAP(s) as appropriate, but in general, the Board intends to refer such requests to the PSAP(s), the custodian(s) of such records.  *See* Va. Code § 2.2-3704(A), (B)(3), & (J).

## Access to Information

Direct Technology secures access to ECaTS.  Each authorized user will have a unique User ID and Password that will be required to obtain access to any ECaTS report.  This User ID will determine what data (readership) and what reports (levels of access) each user will have upon successful login.  With respect to its data, each PSAP may choose one of the level of access options below.

### *Levels of Access*

*Please indicate which level of access you agree to, by initialing on the line next to the chosen option (choose one).*

**Option A**        ___ (Initials)

PSAPs and the Board will have unrestricted access to all data and reports.

**Option B**        ___ (Initials)

The PSAP will have access to all ECaTS reports.
-and -
The Board will have access to the following ECaTS reports at a minimum:

- **Call Summary Report** – Provides authorized users with a Call Volume Count based on a date range including total calls per day, total calls answered and total calls abandoned.
- **Calls per Hour** – Provides total call volume (number of 911 calls), but broken up into each hour of each day for the specified range of time.
  Accessible only as data aggregated among all Virginia ECaTS users.
- **Top Busiest Hours** – Identifies the date and time (hour of day) when the PSAPs experienced the highest volume of calls.
  Accessible only as data aggregated among all Virginia ECaTS users.
- **Average Call Duration** – Provides a summary of call volume and a summary of call characteristics such as Queue Time, Hold Time, Talk Time, and Total Duration.
  Accessible as data aggregated among ECaTS users.

- **Calls by Circuit** – Provides a breakdown of total call volume by circuit and/or by Trunk for the specified period of time.
- **Circuit Utilization** - The report reflects the amount of time that one or more circuits in each trunk group are utilized simultaneously. The report gives the percentage to the sixth nearest decimal to ensure accurate rounding of statistics.
- **PSAP Answer Time** – gives the answer time of inbound calls from when the call is seized by the trunk to when the call taker answers the call. Accessible as data aggregated among ECaTS users.
- **Class of Service** – Provides a breakdown of 911 calls based on their Class of Service (i.e.: Wireless Phase 2, VOIP, Business, Centrex, etc.).
- **Call Transfer** – Allows a user to trace a transferred call from one PSAP to another, from the initial time that the call is delivered to the time it is terminated by the caller. This report presents tracking information for transferred calls between PSAPs.
- **Outage** – The Outage Report provides outage data for a selected date range. This report provides the duration time (down time) of the outage and the trouble ticket number that relates to the outage.
- **Wireless Call Sector** – Provides a report for all wireless call sectors whose calls were transferred more than a certain percentage of the time, possibly indicating a miss-configured cellular tower face.
- **Wireless Transfer Summary** - The Wireless Transfer Summary report will look at the total number of calls that a PSAP/destination received from a particular tower, sector and carrier. The report will then consider the total number of calls transferred from that tower, sector and carrier. Based on the PSAP/destination that each call was transferred to, the report will provide the overall percentage of calls received from that tower, sector and carrier that were transferred to the Transfer PSAP/destination.
- **Ad-Hoc Reporting Tool** – will provide authorized users with the ability to search and report on other Call Detail Record fields with the exception of Subscriber Name and Subscriber Address.

## Connectivity

PSAPs will provide access of the ECaTS RDDM to their existing Internet provider for the purposes of forwarding Call Detail Record (CDR) information from each PSAP to the third party provider's servers.

## Financial Responsibilities

The Board will be responsible for payment, as provided in the Contract, for a standard set of ECaTS related services, including the upfront configuration and installation as well as the monthly maintenance fee of the base ECaTS product.  Additional ECaTS functionality may be purchased by the PSAP at their discretion and expense.

The Board will provide funding for necessary CDR licenses and for any necessary technical support for setup and installation of the RDDM box.

The PSAPs will provide CDR data for collection by the ECaTS buffer boxes at no cost.

All payments by the Board are subject to and contingent upon the availability of funds.  The Board will let PSAP(s) know as far in advance as practicable if the Board anticipates the nonavailability of funds.

**Term**

  This DSA will be in effect for a period of two years and will automatically renew annually until terminated or superseded by another agreement.

  Any change impacting this DSA shall be communicated to the other party sixty (60) days prior to the intended date of change and shall become effective upon agreement in writing by the other party.

  Either the Board or the PSAP may terminate this DSA upon sixty (60) days written notice to the other party.  To be effective, a termination notice must state expressly that the DSA is being terminated, summarize the reason for termination, and affirm that the terminating party has made appropriate arrangements for retention of existing ECaTS data.

**Governing Law**

  This DSA will be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law.

## *Signatures*

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|---|---|
| _____ | _____ |
| PSAP/Locality Name | The Board |
| _____ | _____ |
| Address | Address |
| _____ | _____ |
| City, State, ZIP | City, State, ZIP |
| _____ | _____ |
| Signer's Printed Name | Signer's Printed Name |
| _____ | _____ |
| Signer's Title/position | Signer's Title/position |
| _____ | _____ |
| Email | Email |
| _____ | _____ |
| Phone | Phone |
| _____ | _____ |
| Signature for the PSAP/Locality | Signature for the Board |
| Date _____ | Date _____ |