

Max Amount Payable: \$0.00

Funding Source(s):

Federal State X County Grants Other None

BFY	Acct Template	Object	Description
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Amount

Competition:

RFP#: **Next Competition:** NOT APPL **Year Last Competed:** NOT APPL

Person Responsible for Monitoring the Contract Performance Requirements: Mark Anglin

Contract Number: EC00000000012660

(Please reference this number on your invoices for payment)

DATA SHARING AGREEMENT

This Data Sharing Agreement (the “Agreement”), effective as of this 1st day of October, 2025, (the “Effective Date”), by and between Wake County (“County”), a body politic and corporate in North Carolina, and Town of Apex (“Recipient”), establishes the terms and conditions under which County and Recipient can access, store, transmit, process, and use certain data described below (the “Data”). Both County and Recipient are also referred to herein as “Party” or, collectively, “Parties.”

Wake County (“County”) is a “Covered Entity” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); and Wake County is providing Recipient with Protected Health Information (“PHI”) as defined in 45 Code of Federal Regulations (CFR) §160.103.

Town of Apex (“Data Recipient”) is a “Covered Entity” as defined in the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”); and Data Recipient is providing the County with Protected Health Information (“PHI”) as defined in 45 Code of Federal Regulations (CFR) §160.103.

The purpose of this Agreement is to satisfy the obligations of the Covered Entity under HIPAA and to protect the integrity and confidentiality of certain information received, disclosed, or made available to Recipient and certain information that Recipient uses, discloses, receives, transmits, maintains, or creates, from the Covered Entity.

The Parties agree as follows.

1 PURPOSE AND INTENT OF DATA SHARING

In the course of providing patient care, Wake County EMS and Town of Apex gather protected health information data elements to include in an electronic patient care record documenting actions taken during the pre-hospital encounter. The purpose of data sharing will be to:

- a. Enable Recipient to share certain agreed upon data elements with Wake County EMS, to ensure the proper exchange of protected health information during a pre-hospital incident.
- b. Enable Wake County EMS' electronic patient care record vendor to share certain agreed upon data elements with Recipient as prescribed by the Wake County Emergency Medical Services Policy 1-017, EHR/HDE Information Access, herein incorporated as Attachment A, as a component of their quality management and training program.

2 DESCRIPTION OF DATA

2.1 Data Sets

Wake County and Recipient will share the following type of data sets in a bidirectional manner:

☐	De-Identified Data	De-identified data must be completely de-identified within the meaning of HIPAA and is not disclosed with a code or other means to re-identify the data. Note: In order to qualify as completely de-identified, there must be no actual knowledge that the information to be shared could be used alone or in combination with other information to identify an individual, and the data must be stripped of the following elements: ☐ Names ☐ Geographic subdivisions smaller than a State, including street address, city, county, precinct, zip code, and their equivalent geocodes ☐ All elements of dates (except year) for dates directly related to an individual, including birth date, admission date, discharge date, date of death, etc. ☐ Telephone numbers ☐ Fax numbers ☐ Email addresses ☐ Social security numbers ☐ Medical record numbers ☐ Health plan beneficiary numbers ☐ Account numbers ☐ Certificate/license numbers
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		☐ Vehicle identifiers and serial numbers ☐ Device identifiers and serial numbers ☐ Web URLs ☐ IP addresses ☐ Biometric identifiers, including finger and voice prints ☐ Photographic images ☐ Any other unique identifying number, characteristic or code
☐	Limited Data Set	Limited data sets are NOT de-identified and may contain some (but not all) of the elements that qualify as Protected Health Information (PHI), except for name, social security number, or address. Limited data sets MAY contain the following indirect identifiers: ☐ town or city, state, zip code ☐ ages in years up to 90 years (must aggregate all ages 90 or older) ☐ dates directly related to an individual – such as birth date, date of death, admission date, discharge date, visit date, diagnosis date, etc. (Limiting to month/year is preferred).
☒	Protected Information	Protected Information is defined as any of the following: ☐ “Personal Identifying Information” (PII) as defined by the North Carolina Identity Theft Protection Act ☐ “Protected Health Information” (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA) ☐ “Education Records” as defined by the Family Educational Rights and Privacy Act (FERPA) ☐ “Customer Record Information” (CRI) as defined by the Gramm Leach Bliley Act ☐ “Card Holder Data” as defined by the Payment Card Industry (PCI) Data Security Standard ☐ “Confidential Personnel Information” (CPI) as defined by the State Personnel Act ☐ information deemed confidential in accordance with the North Carolina Public Records Act ☐ any other information that is protected by Wake County policy or federal or state law from unauthorized access ☐ any personally identifiable or proprietary data
☐	Other	{Please describe}

2.2 Data Elements

Data elements provided to or received from Town of Apex **reporting certain demographic and clinical information specific to an individual patient.**

PatientCareRecordID - a unique patient care report identification number to link information to a unique EMS patient encounter

Incident Date - date of initial encounter and assessment by EMS

Month - calendar month of initial encounter and assessment by EMS

Incident Number - EMS incident number obtained from Raleigh Wake Emergency Communications Center

EMD Card Number - dispatch determinant used by Raleigh Wake Emergency Communications Center to dispatch appropriate resources to EMS incident

Patient First Name - Patient's first name as provided by the patient to EMS

Patient Last Name - Patient's last name as provided by the patient to EMS

Birth Date - Patient's date of birth as provided by the patient to EMS

Address - Address where EMS incident occurred

EMS Impression - Working diagnosis of the ambulance crew who took over care

Vital Signs - vital signs obtained by fire department providers prior to the arrival of EMS

Assessment - any physical assessment performed by fire department providers prior to the arrival of EMS

Interventions - any intervention (including but not limited to medications, airway devices, CPR, defibrillation, etc.) provided by fire department providers prior to the arrival of EMS, inclusive of all elements captured with each intervention (time, provider name, dose, route, etc.)

Narrative - any narrative written by fire department providers prior to the arrival of EMS, or after the completion of the fire department encounter

Past Medical History - any patient past medical history obtained by fire department providers prior to the arrival of EMS

Medication List - any patient medication names obtained by fire department providers prior to the arrival of EMS

Allergies - any patient allergies obtained by fire department providers prior to the arrival of EMS

ED Summary - Working, Admitting, and Final diagnosis as determined by the attending physician at the receiving hospital

2.3 Frequency of Provision of Data

The data that is shared with the County occurs on a daily basis in conjunction with a 911 incident involving a patient.

The data that is shared with Recipient detailing certain patient outcome data elements occurs on a daily basis following cloud synchronization of the electronic patient care record.

3 OBLIGATIONS OF THE PARTIES

3.1 Permitted Use or Disclosure

The Parties expressly affirm that they have the authority to request and receive the Data.

The Parties shall limit data sharing to the least amount of personally identifying information or confidential information that is necessary to carry out quality management or training activities.

The Parties shall not release externally the names of individuals, or information that could be linked to an individual, nor shall the Recipient present the results of data analysis (including maps) in any manner that would reveal the identity of individuals, unless those disclosures are of the type allowed under HIPAA.

Recipient shall not use or further disclose the Data except as permitted or required by this Agreement.

Recipient shall not subcontract any portion of this Agreement, including any duties or obligations hereunder, to any party without the prior written approval of Wake County. Recipient shall ensure that any agents, including subcontractors, to whom it provides the Data agree to the same restrictions and conditions set forth in this Agreement.

Recipient shall abide by the Wake County Emergency Medical Services Policy 1-017 HER/HDE Information Access (Attachment A). This policy aims to define the programmatic reasons why a member of the Wake County EMS System would access an EHR, patient past medical history to include longitudinal patient information (to include prior clinical data from prior episodes of care) and/or HDE Outcomes for a Wake County EMS patient and establish guidelines for how to use the information.

Recipient shall limit the use or receipt of the Data to the following individuals or classes of individuals who require the Data for the purpose described in Section 1 Purpose and Intent of Data. Recipient shall also identify a designated "Data Custodian," to perform all data stewardship activities related to this agreement.

Name	Organization	Job Title
Michael Frickman	Town of Apex	Data Custodian

Organization	Job Title
Town of Apex	Firefighter
Town of Apex	Assistant Fire Chief
Town of Apex	Accreditation Specialist

3.2 Compliance with Applicable Laws

Recipient shall comply with all applicable laws, ordinances, codes, rules, regulations, licensing requirements, electronic storage standards concerning privacy, data protection, confidentiality, and security including those of federal, state, and local agencies having jurisdiction where

business services are provided for accessing, receiving, or processing all confidential information.

3.3 Data Security

The Parties and any of their employees, agents, and subcontractors shall implement internal data security measures to preserve the confidentiality, integrity, and availability of Data with physical, technical, and administrative controls that conform to generally recognized industry standards and best practices and in accordance with all applicable federal regulations, state regulations, and local laws.

In the event Recipient obtains written consent by County to enter into a third-party agreement to whom Recipient provides confidential information, Recipient shall ensure that such agreement contains provisions reflecting obligations of data confidentiality and data security stringent as those set forth in this Agreement.

The Parties shall store data, whether in physical or electronic form, only in places and in a manner that is safe from access by unauthorized persons or for unauthorized use.

The Parties shall implement a strong encryption algorithm that meets industry encryption standard criteria as defined by NIST and HIPAA Security Standards to encrypt all confidential information including protected health information (PHI) and personally identifiable information (PII) while at rest and in transit to ensure data confidentiality and security.

The Parties shall take reasonable precautions to ensure that only authorized personnel have access to data.

Recipient shall instruct all individuals with access to Data regarding the confidential nature of the information and the criminal penalties and civil remedies specified in federal and state laws against unauthorized disclosure of Data covered by this Agreement.

Recipient shall store, process, or maintain Data only within the continental United States, including any backup data or disaster recovery locations.

3.4 Breach and Incident Reporting

A breach or incident occurs when there is a loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or failure to secure data, whether physical or electronic, or when data is used for an unauthorized purpose. A breach or incident may be the result of a negligent or intentional act or omission on the part of either Party.

In the event of a breach or incident, the Party responsible for the breach or incident shall be responsible for carrying out the necessary measures to remedy and mitigate the effects of the breach or incident and be responsible for bearing any costs associated with such measures. Regardless of the cause of the incident or breach, each Party shall cooperate with the other to notify appropriate government or regulatory authorities as required by law or general statute.

Recipient shall report to County any use or disclosure of the Data not provided for by this Agreement of which Recipient becomes aware. Such report shall be made to Wake County at the address noted in Section 6: Notice as soon as reasonably possible, but, in any event, no later than 72 hours from the date on which Recipient becomes aware that the Data has been used or disclosed in a manner not provided for by this Agreement.

4 PUBLICATIONS

All publications and/or presentations that have been derived from the Data provided under this Agreement shall undergo Wake County review to ensure that confidentiality is maintained.

Presentations and publications containing or derived from the Data provided under this Agreement shall be provided to Wake County at least thirty (30) days before presenting or submitting for publication.

5 TERM AND TERMINATION

5.1 Term

The Term of this Agreement shall be effective as of the date indicated above and shall terminate three (3) years after the Agreement effective date. In the event of a privacy or security breach arising out of the Recipient's performance under this Agreement, Wake County will terminate the Agreement for cause and the Effects of Termination will apply.

5.2 Term Extension

If Recipient requires the Data for a period exceeding the term, then a formal request for a term extension must be submitted to County at least sixty (60) days before the expiration of the Term. If a term extension is granted by County, then this Agreement must be amended.

5.3 Termination without cause

Either of the Parties may, with thirty (30) days' notice, terminate this Agreement without cause by providing written notice of the termination to the other Party.

5.4 Termination for cause

If Recipient commits a material breach of this Agreement, which is not cured within thirty (30) days after Recipient receives notice of such breach from County or which is not resolved in a manner deemed acceptable by County, then County will discontinue disclosure of the Data to Recipient.

5.5 Effects of Termination

The Confidentiality provisions of this Agreement shall survive the termination of this Agreement.

Within thirty (30) days of the termination of this Agreement the Recipient shall:

1. Return or destroy all Data received from County in alignment with applicable law. Recipient shall retain no copies of the Data. This provision shall apply to Data that is in the possession of subcontractors or agents of the Recipient.
2. Provide County with written confirmation that all Data has been destroyed pursuant to industry standards for data destruction.

6 NOTICE

Notice regarding termination or other matters relating to this Agreement shall be made in writing sent to the following individuals:

If to Wake County:	If to Recipient:
Don Garner Deputy Chief & Chief Operating Officer Wake County Government Emergency Medical Services 331 South McDowell Street Raleigh NC 27601 919-291-9665 Donald.Garner@wake.gov	Michael Frickman Assistant Fire Chief Town of Apex Fire and Rescue 3 15 W. Williams St. Apex, NC 27502 919-372-7520 Michael.frickman@apex.org

7 INSURANCE REQUIREMENTS

The Recipient shall obtain and maintain, at its sole expense, all insurance required in the following paragraphs and shall not commence work until such insurance is in effect and certification thereof has been received by Wake County's Finance Office. If any required insurance policy expires during the term of this agreement, Recipient must provide a Certificate of Insurance to the Wake County Finance Office as evidence of policy renewal prior to such policy expiration.

Recipient signature on this agreement indicates that Recipient agrees to the terms of this insurance section and understands that failure to comply may result in cancellation of this agreement at Wake County's option.

Workers' Compensation Insurance, with limits for Coverage A: Statutory for State of North Carolina, and Coverage B, Employers Liability: \$500,000 each accident/disease each employee/disease policy limit.

Commercial General Liability - with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Commercial Automobile Liability, with limits no less than \$1,000,000 per accident for bodily injury and property damage for any vehicle used during performance of contract services, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only necessary if vehicles are used in the provision of services under this Agreement.

Professional Liability/Technology Errors & Omissions Insurance, applicable to any professional services provided under this Agreement with limits of no less than \$1,000,000 per claim and \$2,000,000 aggregate.

Cyber Liability Insurance, with limits not less than \$3,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Recipient in this Agreement regarding sensitive information in any form in Recipient's care, custody, or control, and shall include but not be limited to third party liability coverage for loss resulting from denial of service, unauthorized access, security failure, system failure, extortion, or any failure to prevent disclosure of sensitive information, including but not limited to Confidential Information. Breach/crisis response coverage must include actions required by federal and/or state statutes, and include but not be limited to notification, call center costs, regulatory fines and penalties, investigation, and identity theft and credit report services, with limits sufficient to respond to these obligations.

If any coverage is on a claims-made basis, Recipient agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and to purchase and maintain Supplemental Extended Reporting Period or 'tail coverage' with a minimum reporting period of not less than three (3) years if the policy expires or is cancelled or non-renewed. If coverage is replaced, the new policy must include full prior acts coverage or a retroactive date to cover the effective dates of this Agreement. Recipient shall provide a Certificate of Insurance annually to Wake County indicating any claims made coverage and respective retroactive date. The duty to provide extended coverage as set forth herein survives the effective dates of this Agreement.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office. Proof of rating shall be provided to the county upon request.

Insurance with limits no less than those specified above shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and dated no more than thirty (30) days prior to the start date of the agreement. In the case of self-insurance, a letter of explanation must be provided to and approved by Wake County Risk Management.

The Recipient shall be responsible for providing immediate Notice of policy cancellation or non-renewal during the term of this Agreement and for three years subsequent for any claims made following the Notice requirement set forth in Section 7.

If Recipient does not meet the insurance requirements specified above, alternate insurance coverage satisfactory to Wake County may be considered. Any requests for consideration of alternate coverage must be presented by Recipient PRIOR TO provision of any services associated with this Agreement.

In the event that Recipient uses subcontractors to perform any of the services under this Agreement, then and in that event, Recipient shall contractually require such subcontractor(s) to meet all of the requirements of this section.

8 MISCELLANEOUS PROVISIONS

8.1 Warranty

The Parties make this Data available on an “as is” basis and makes no warranty, representation, or guaranty as to its quality, content, accuracy, or completeness. While the Parties strive to provide accurate information, the Parties shall assume no liability for errors, omissions, or inaccuracies in the data provided, nor for any decision made or action taken or not taken by anyone using or relying upon the data provided. The Parties assumes no liability for downloaded files or damage to any computer that might occur during or as a result of accessing this website or the data/files provided herein.

8.2 Indemnification {Intentionally Omitted}

8.3 No Wavier of Sovereign Immunity

County and the Recipient agree that nothing in this Agreement shall be construed to mandate purchase of insurance by Wake County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County’s “Resolution Regarding Limited Waiver of Sovereign Immunity” enacted October 6, 2003; or to in any other way waive Wake County’s defense of sovereign or governmental immunity from any cause of action alleged or brought against Wake County for any reason if otherwise available as a matter of law.

8.4 Non-Assignment

Recipient shall not assign all or any portion of this Agreement, including rights to payments, to any other party without the prior written consent of the County.

8.5 Entire Agreement

The Parties have read this Agreement and agree to be bound by all of its terms, and further agree that it constitutes the complete and exclusive statement of the Agreement between the Parties unless and until modified in writing and signed by the Parties.

8.6 Governing Law

Parties agree that this Agreement shall be governed by the laws of the State of North Carolina and the United States of America. The Parties agree that any judicial proceedings filed by the Parties regarding this Agreement will take place in Wake County, NC.

8.7 Representation to Others

Recipient has no rights to use the names, trademarks, or other symbols of Wake County without prior written consent; provided, however, that Recipient may make factual statements regarding its receipt of the Data pursuant to this Agreement.

8.8 Amendments

This Agreement may be amended or modified only with mutual written consent of the Parties.

8.9 Change in Law

The Parties agree to negotiate in good faith to amend this Agreement to comport with changes in law that materially alter either or both Parties' obligations under this Agreement. Provided however, that if the Parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in applicable law or regulations, either Party may terminate this Agreement as provided in Section 5: Term and Termination.

8.10 No Third-Party Beneficiaries

Nothing in this Agreement shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

8.11 Authority

Each Party represents that it is authorized to enter into this Agreement and is capable of performing its obligations under this Agreement.

8.12 E-Verify Requirements

To ensure compliance with the E-Verify requirements of the General Statutes of North Carolina, all contractors, including any subcontractors employed by the contract(s), by submitting a bid, proposal or any other response, or by providing any material, equipment, supplies, services, etc., attest and affirm that they are aware and in full compliance with Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year below.

Town of Apex

WAKE COUNTY

By: _____
Randal Vosburg
Town Manager

By: _____
Jon Studnek
EMS Director
Emergency Medical Services

Date: _____

Date: _____