Prepared for:
Confederated Tribes of the Colville Reservation
Colville Tribal Public Safety Division
Under NHTSA Contract DTNH22-14-D-00342
Task Order 0002, Traffic Records GO Team

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Confederated Tribes of the Colville Reservation

Data Sharing Agreements - Final Report

Date Submitted:

November 5, 2019

National Highway Traffic Safety Administration

GO Team

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Acknowledgments

The GO Team would like to acknowledge the efforts of Nicole Ahlem and Kwis Logan from the Confederated Tribes of the Colville Reservation for their leadership and guidance on the project and for their commitment to improving traffic records data quality for the Confederated Tribes of the Colville Reservation. This report is designed to aid their ability to better collect and analyze traffic safety data.

The GO Team would also like to recognize the leadership, sustained support, and contributions of Sarah Weissman Pascual, Tom Bragan, and Sam Sinclair of the National Highway Traffic Safety Administration.

The following persons were important contacts for completing this effort:

Interviewee	Agency Name
Del Ostenberg	Colville Tribe EMS and Fire
Dustin Best	Colville Tribe Police Department
Michael Parks	Colville Tribe Police Department
Patrick Gibbs	Washington State Patrol
Rick Paris	Grand Coulee Fire Department
Tony Hawley	Okanogan County Sheriff's Office
John Tufts	Grand Coulee Police Department

Executive Summary

The National Highway Traffic Safety Administration (NHTSA) GO Teams program provides technical assistance to State and Tribal traffic records professionals to improve data collection, management, and analysis capabilities. The Confederated Tribes of the Colville Reservation (CTCR) requested a NHTSA GO Team to assist the State with creating data sharing agreements to obtain data from law enforcement and emergency medical services (EMS) agencies. The GO Team application asked for assistance in developing agreements with the aforementioned groups.

During the project, the GO Team subject matter experts (SMEs) worked with the CTCR Public Safety Division, law enforcement agencies, and EMS agencies to collect information that the team would use to develop the agreements. During their on-site visit and report-out, the GO Team provided preliminary observations and considerations to CTCR staff. The report-out also included a list of components to consider when developing a data sharing agreement. Once the draft agreements were completed, the GO Team and CTCR discussed the parts of the document, what it contains, and the intended use. This final report documents each of the steps in the process and contains each of the final data sharing agreements.

Observations and Considerations

CTCR has identified areas of improvement within their traffic safety data. The GO Team documented the practices related to collection and use of crash data and the analyses CTCR would like to perform. The GO Team also documented observations about the agencies that the SMEs interviewed and noted data quality improvements that can be made both internally and externally to CTCR. The GO Team also found that there are mature well-working partnerships between the CTCR Public Safety Division and other agencies.

The GO Team developed suggested improvements for CTCR's consideration. Specifically, the team identified an opportunity for CTCR to obtain the location data and include it as part of their quality control process. A predefined set of critical data elements would prompt law enforcement personnel performing reviews to take more time evaluating those fields. The team also suggests that CTCR and their partner agencies adopt a more formal data quality review process.

Based on the interviews and group discussions, the GO Team developed two draft data sharing agreements; one for internal CTCR agencies and the other for external agencies. The remainder of this report presents GO Team methodology, observations and considerations, and the data sharing agreements.

Introduction

Background

CTCR Public Safety Division requested a GO Team for technical assistance to create data sharing agreements between CTCR, emergency medical services (EMS) providers, and law enforcement agencies. The goal of this GO Team project is to provide the following:

- A data sharing agreement for internal and external data providers.
- A list of data requirements to be included in the data sharing agreements.

Organization of the Final Report

This report is organized in the following sections:

- Methodology;
- Observations and Considerations;
- GO Team Conclusions; and
- Appendices.

The ***Methodology*** section discusses the processes that guided the GO Team's work creating the internal and external data sharing agreements. The section covers a review of the CTCR-provided documentation, preparation for meetings, and the final report.

The ***Observations and Considerations*** section documents the GO Team's observations for the CTCR's data needs and potential ways to address them.

The ***GO Team Conclusions*** section includes a summary and provides considerations to help the State make improvements in traffic records data quality measurement and management.

The ***Appendices*** contain additional documentation referenced in this report.

Methodology

GO Team Work Plan

The GO Team worked with the CTCR Public Safety Division Coordinator as the primary point of contact. The two-person GO Team subject matter experts (SMEs) have the following qualifications:

- Worked with Tribal agencies on safety data management, including past work with the CTCR;
- Developed data sharing agreements and business plans for Tribal and State governments; and
- Managed data systems that exchanged data between State, Tribal, and local agencies.

In May of 2019, VHB held an initial conference call with the Tribal Safety Coordinator and NHTSA. The contractor developed a work plan and identified the SMEs to serve as the GO Team. Once the work plan was approved by NHTSA and the CTCR, the GO Team executed the following steps:

1. Conduct a kick-off meeting—the meeting was conducted as a webinar to review the work plan and answer any questions the team may have;

2. Gather preliminary documentation for the GO Team to review;

3. Conduct on-site interviews with the CTCR, EMS, and law enforcement stakeholders;

4. Provide preliminary data sharing agreements and considerations during the GO Team report-out; and

5. Deliver the final report.

Pre-Site Visit Information Gathering

The GO Team reviewed the CTCR Traffic Safety Plan. This document described their overall safety vision, summarized the data available, and presented areas of emphasis. The Data Summary section identifies improving data collection and data analysis as top priorities. The GO Team reviewed the emphasis areas to develop a list of traffic safety data stakeholders. The GO Team interview list was based off of the list of stakeholders. The Tribal coordinator provided a list of EMS and law enforcement agencies as follows:

- Law Enforcement
  - Colville Tribal PD;
  - Okanogan County Sheriff's Office;
  - Ferry County Sheriff's Office;
  - Omak City Police;
  - Okanogan City Police;
  - Grand Coulee City Police;
  - Coulee Dam City Police; and
  - Washington State Patrol.
- EMS
  - Colville Tribal EMS;
  - Grand Coulee Volunteer Fire Department;
  - Coulee Dam Vol. Fire Dept;
  - Ferry County EMS;
  - LifeLine Ambulance; and
  - Douglas-Okanogan County Fire Dist. 15.

On-site Interviews

The GO Team visited the CTCR from July 16 through July 18 to perform on-site interviews and present an out-briefing. The following six groups participated in interviews:

- Law Enforcement:
  - Colville Tribal PD;
  - Grand Coulee City Police;
  - Washington State Patrol; and
  - Okanogan County Sheriff's Office.
- EMS:
  - Colville Tribal EMS and Fire; and
  - Grand Coulee Volunteer Fire Department.

The GO Team provided questions in advance of the interviews. The agencies responded with information identifying the interviewee, providing details on how the agency uses the safety data collected, and documenting if the agency exchanges data with any other agencies. The questions served as a starting point for the GO Team to guide the discussion. A full list of the questions is provided in Appendix A: Interview Questions.

GO Team Report-out

The GO Team prepared a report-out presentation of preliminary observations and considerations. These were based on information contained in the documents the GO Team had reviewed and the responses from the interviews. The report-out also presented components of a typical data sharing agreement and the potential benefits of such agreements. A copy of the report-out presentation can be found in Appendix B: GO Team Report-out Presentation.

Data Sharing Agreement Development

After the site visit, the SMEs developed two data sharing agreements—one for internal and the other for external agencies. The SMEs based the agreements on feedback received during the GO Team report-out and the CTCR's requirements. The GO Team created the agreements as memorandums of understanding (MOUs) that an agency willing to share data would sign to transfer data to the CTCR.

Creating the Final Report

The GO Team has discussed the information in this report with the CTCR and NHTSA staff. The report was provided to the Tribal point of contact to allow for meeting participants and stakeholders to review and comment on any information contained within.

Observations

Tribal Safety Data Observations

The CTCR has improved the quality of the traffic safety data collected within the areas under their jurisdiction. The GO Team noted the following:

- The CTCR is geo-locating all crashes investigated by the Tribal police.
    - The Public Safety Division performs the geolocation manually. The latitude and longitude (lat/long) along with route information are stored in the Tribal records management system (RMS). The coordinator noted that this process can be tedious if no location information is available on the crash report.
- The CTCR would like to perform more analysis on the injury status code used on the crash report and compare that to the injury diagnosis from the emergency medical technician.
    - There were significant differences in the level of severity for multiple records. The CTCR would like to have more accurate reporting on injuries and would like to attempt to integrate crash and EMS data as a way to enhance their understanding of crash outcomes. This is the ultimate goal of the data sharing effort that this GO Team addressed.
- Data may be difficult to obtain from the Tribal RMS due to an undocumented crash report quality review process and inadequate search capabilities within the software.
    - During the interviews, the Tribal police department noted the level of quality varied depending on which supervisor reviewed the report. The law enforcement agency fills out the report manually and enters parts of the report into the Tribal RMS. The RMS allows for a finite number of required fields but no advanced edits or validation rules. An investigating officer sometimes avoids fully completing the crash report's coded fields by placing required information in the narrative portion of the report in the RMS. This creates difficulties searching for the data within the RMS.
- CTCR has a great working relationship with its partner agencies.
    - In the interviews, it was clear that all of the agencies were willing to share data from their own RMS to the CTCR. The external agencies' representatives were aware that any data sharing would be limited to a one-way exchange of information to the CTCR.
- The agencies all agreed that Tribal member information must not be included in aggregate datasets.

- The CTCR has explored options using the State provided software—the Statewide Electronic Collision & Ticket Online Records (SECTOR)—to electronically submit crash data. The CTCR does not want Tribal member data made available in the core data set. There is no easy way to flag the data in order to remove personally identifiable information (PII). This has prevented the CTCR from using the application.

Agency Crash Data Observations

During the interviews, the GO Team made the following observations.

- Agencies are onboard with providing data to the CTCR.
  - As stated earlier, the participating agencies are willing to begin formal data sharing. Law enforcement agencies are willing to provide the crash, citation, and other associated safety data through a one-way data exchange to the CTCR. One factor that would make this easier is that the local law enforcement agencies interviewed all use the same RMS. Okanogan County Sheriff's office offered to transfer records to the CTCR manually or allow for a login to be created for a user from the CTCR to view the report data.
  - EMS data varies by agency. All of the agencies the GO Team interviewed collect the information using a paper-based report.
- The supervisory review process for most law enforcement agencies was a cursory check of fields an investigating officer filled out on the crash report.
  - Across all local agencies, the supervisory review consists of checking if the officer filled certain key fields on the form. The agencies did understand the value of having the supervisors perform additional quality control for each report.
- Law enforcement agencies are entering data into both SECTOR and the RMS.
  - All the agencies interviewed perform dual data entry using SECTOR for collecting collision and citation data at the scene, and then, later, completing a record in their agency's RMS. This creates a concern with data quality. The agencies mentioned that entering the data multiple times can introduce errors.
- Tribal crash data that has not been redacted is not stored in the State system.
  - In the discussion with Washington State Patrol (WSP), it appears that Tribal submissions to the State for crash data stopped in 2016-2017. This means that State does not have a way to account for crashes on the CTCR roadways and also that an extract of the WSP crashes does not provide a complete record of crashes within CTCR boundaries.
- Aggregate counts for EMS may be a standardized format.
  - Both of the interviewed EMS agencies confirmed that they use paper patient care (run) reports. The agencies said that the information is stored after the fact, but

there was no standard format. Some agencies enter individual records into an RMS while others are collecting only aggregate in a spreadsheet. No agency provided the GO Team with sample data.

Considerations

The following considerations describe actions the CTCR and other traffic safety stakeholders could perform to improve data sharing and the quality of their respective data sets. These items are provided as suggestions only. The CTCR and its partners are not obligated to address any of these considerations.

Tribal Safety Data Considerations

- Encourage the collection of lat/long on the crash report.
    - Knowing the location of crashes is key to safety analysis. Making it standard practice that law enforcement officers within the CTCR submit this information on every crash report would greatly enhance the capabilities for traffic safety studies. This practice would help the CTCR's efforts to link crash and EMS data as well. Ideally, the location section of the form will become part of the data quality review process.
- Consider delivering training on the injury status codes.
    - The Traffic Safety Division can work with the Tribal police department and other law enforcement agencies to train officers on how to properly code injury severity. Such training could cover all levels of injury severity; however, it might be best to focus on the highest-level injury severity first as that definition aligns well with the one in the Model Minimum Uniform Crash Criteria (MMUCC).
- Consider adopting a formal data quality review process.
    - The CTCR has identified areas where they can improve the quality of the data, specifically the location data. Through an internal partnership among Public Safety, Tribal Police, and Tribal DOT, a standard review process could be implemented to improve crash data quality and accuracy. These stakeholders could jointly identify critical data elements to incorporate into the review process. Table 1 contains a listing of critical crash data elements suggested in NHTSA's Crash Data Improvement Program (CDIP) Guide (DOT HS 812 419).

Table 1. Critical Crash Data Elements (NHTSA CDIP Guide)

Environment • Record # • Location (on/at/distance from, lat/long, location code • Date, time (can calculate day of week from this, too) • Environment contributing factors (up to 3) • Location description (roadway type, location type, roadway-contributing factors—up to 3) • Crash type, severity, # involved units • Harmful events (first harmful, most harmful)	**Person** • Crash record #, vehicle/unit #, person # • Person type (driver, occupant, non-occupant) • Demographics (age, sex, other) • Seating position • Protective device type (occupant protection, helmet, etc.) • Protective device use • Airbag (presence, deployment: front, side, both, none) • Injury severity (if this can be sourced through EMS/trauma/hospital records • Transported to _____ • Transported by _____ • EMS Personal Casualty Report #
Vehicle/Unit • Crash record #, vehicle/unit # • VIN decoded sub-file of values for make, model, year, other decode values • Sequence of events (multiple codes) • Harmful events (first and most harmful for each vehicle) • SAFETYNET variables for reportable vehicles/crashes, (carrier name/ID, additional vehicle codes, tow away due to damage) • Vehicle contributing factors	**Administrative Tracking Variables** • Agency record number (if different than crash report number) • Report completion date • Report submission date • Report accepted date • Report returned to agency for edits • Report returned corrected date • Initial errors (count by level of severity: # critical errors; # non-critical errors) • Final quality rating
Driver/Pedestrian/Pedalcyclist • Crash record #, vehicle/unit #, person # • Personal identifiers (name, driver license #, address, other) • Person type (driver, pedestrian, pedalcyclist) • License (type, endorsements & restrictions, compliance with endorsements/restrictions) • Driver maneuvers • Driver contributing factors (condition, distraction, etc.)	

- Consider enhancements to the Tribal RMS to facilitate data look-up/extraction.
    - The RMS allows for law enforcement to input information related to the crash incident. The Public Safety Division could work with the Tribal police department and use the input form to reference standard pieces of information on the crash

form. The CTCR should not use this to recreate the entire crash report, but rather as an aide to look-up crash report information without a manual review.

- Continue the discussion on transitioning to SECTOR.
    - Law Enforcement and the Public Safety Division consider SECTOR a much better tool than paper entry. To meet CTCR's data needs, the agencies could work with the WSP to work out acceptable methods of redacting personal information for Tribal members.

Agency Safety Data Sharing Considerations

- Create data sharing agreements with law enforcement agencies neighboring the CTCR.
    - The CTCR can create partnerships that will provide them access to crash data from neighboring agencies. A raw data export from the partnering agencies and the State could be able to address this need. WSP said that they will be able to provide aggregate counts to the CTCR. Also, the Washington State (WSDOT) Crash Data Portal can be used to access crash data at https://remoteapps.wsdot.wa.gov/highwaysafety/collision/data/portal/public/.
    - As comprehensive crash data for the CTCR partner agencies is available from WSP and WSDOT, there may not be a need to engage individual local law enforcement agencies for their crash data. Instead, citation data may be better suited coming from the partner agencies. EMS run reports have the initial diagnosis of injury from the EMT. This is sufficient for determining the level of injury comparison. Neither the aggregate counts for crash data nor the collection of EMS run reports would have PII.
    - The CTCR could collect individual records from partnering agencies to create a merged data file of crash and EMS data.
- Partner with WSP for crash data submission.
    - The State does not appear to have any recent crash data from the CTCR. Working with WSP to restart the process of submitting crash data would allow the CTCR to access a complete crash dataset directly through the Crash Data Portal, including any CTCR crash data submitted to the State.
- Implement data exchange for local agencies' RMS and SECTOR.
    - Many of the local law enforcement agencies use both SECTOR and the same RMS provider as the CTCR. If SECTOR is viable, then the CTCR could look at an interface between the RMS application and SECTOR. The State has a raw data dump from SECTOR that could be used with the Tribal information if the CTCR adopts SECTOR.

Data Sharing Agreement Considerations

The CTCR asked for data sharing agreements that would detail how the exchange of traffic safety data would be performed. The desired documents would identify how an agency will share the data, any requirements related to data quality and format, and the frequency of the exchange. The GO Team created sample data sharing agreements for internal and external agencies providing data to the CTCR. The documents are provided in Appendix C: External Data Sharing Agreement (MOU and Appendix D: Internal Data Sharing Agreement (MOU)

. The data sharing agreements would establish a one-way exchange between the supplying agency (external or internal) and the CTCR Public Safety Division. WSP does not require a data sharing agreement. All data obtained will be simple counts and can be found on public facing websites.

The GO Team created the data sharing agreements based on conversations with the participating agencies. CTCR may have future opportunities to establish an agreement with agencies not previously considered. To enter into a new agreement, CTCR Public Safety Division should engage in similar conversations to those held during this project. The conversations should include the benefits, opportunities, and type of traffic safety data provided. The CTCR and the agency—either internal or external—will complete the appropriate sections of the agreement. The agreements can be found in Appendix C: External Data Sharing Agreement (MOU) and Appendix D: Internal Data Sharing Agreement (MOU)

Parts of the Data Sharing Agreement

The internal and external agreements follow a similar structure. The data sharing agreements include the following sections:

- Parties Involved
  - This section establishes the two agencies as parties to the information exchange.
- Purpose
  - This section addresses the intent for the agreement and how the data will be used.
- Roles of Parties Involved
  - This section establishes the responsibilities of each party. For the purpose of these documents, the CTCR Public Safety Division will be responsible for receipt of traffic safety data. The other agency will be responsible for providing the data.
- Data Requested
  - This section describes data that the CTCR will be requesting.
- Data Sharing Procedure
  - This section establishes how often the data will be sent and the format.

- Term (Time)
  - This section establishes the start and end dates of the data sharing agreement.
- Amendments
  - This section establishes a process for making changes to the agreement.
- Severability
  - This section establishes how an agency ends their participation.
- Sovereign Immunity
  - This section describes that the agreement does not infringe on rights or immunities.
- Payment
  - This section establishes the terms of payment. For this MOU, no payments will be made or received for the exchange of data.

Data Sharing Agreement Benefits

There are benefits to having a data sharing agreement. Importantly, with complete data, the CTCR will be able to conduct more comprehensive safety analyses. Enhanced safety analyses could result in creating new training materials such as scenario-based training for certain injury types or a briefing sheet providing specific examples. In addition, the CTCR could identify issues in officer training by combining the information from crash and EMS forms. This could lead to improvements in training for law enforcement on the proper coding of injuries.

Further, with merged crash and EMS data, the CTCR will have an opportunity to establish data quality performance measures for the integration. This would give all stakeholders a clear sense of how well the data sharing agreements are supporting safety analysis *and* how well the integration effort is working.

Having data sharing agreements in place supports continuity in the future. In the event that a person leaves an agency or division, the already existing agreement can serve to document the prior arrangement and keep it in force. The CTCR will have the responsibility to store and track the agreements over time (i.e., to renew them before they expire, and maintained signed copies that are up-to-date with the changes in personnel). The CTCR could establish a performance measure related to data sharing agreements themselves.

Table 2 shows an example of how to tally the number of agreements and compare it to those sought after for data linkage.

Table 2. Example Tracking of Data Sharing Agreements

Agency	MOU Status	Effective Date	End Date	Signed By
LE Agency A	Current	01/01/2017	12/31/2020	SO Sheriff
LE Agency B	Current	01/01/2017	12/31/2020	Agency PD Chief
LE Agency C	Current	01/01/2017	12/31/2020	Agency PD Chief
EMS Agency D	No MOU	N/A	N/A	N/A
EMS Agency E	Lapsed	01/01/2016	12/31/2018	EMS Director
EMS Agency F	Lapsed	06/01/2016	12/31/2018	EMS Director

GO Team Conclusions

The GO Team expresses their thanks for the opportunity to work with the CTCR, the traffic safety coordinator, and the participating law enforcement, fire, and EMS agencies. The CTCR and their partnering agencies have a positive working relationship. The GO Team sees this as the first step to establishing the appropriate partnerships to build those data exchanges. The GO Team understands that identifying the appropriate channels for enacting these agreements may take time, but that hopefully the strength of these existing relationships will accelerate the development of these exchanges.

As with all GO Team reports, this is presented for the sole use of the CTCR. The agency is not obligated to implement the suggested considerations. The GO Team, on behalf of NHTSA, hopes that the CTCR will find the ideas useful and will share their success stories with others in the future.

Appendix A: Interview Questions

1. Basics: Name, agency, role, and what data system area(s) represented
    - Are you a data collector, manager, user of the crash data?

2. What types of safety data (crash, roadway, volume data) does your agency use?

3. How does your agency use safety data on a regular basis?
    - Are there any analyses that are commonly used?
    - Are there any research questions that you would like to have answered?

4. Does your agency have overarching goals/objectives related to safety data or analysis?
    - Are there any performance measures associated with the data?

5. Is your agency exchanging data with any other agency?
    - If so, how is this being performed?
    - What data are being linked from another database?

6. Are there any barriers that you have experienced with sharing data between you and another agency (funding, personnel, etc.)?

7. Are there any general concerns as to how the data can be used?

8. What opportunities do you see from creating a new partnership by exchanging data with another agency?

9. Do you currently experience any data quality issues?
    - If so, what are they?

10. How often is data quality discussed (e.g. timeliness, accuracy, completeness, uniformity, accessibility, integration)?
    - Are there any existing procedures that your agency uses to maintain data quality and are they documented?
    - What data elements are quality checked and how?
    - What % of records are checked (manually or automated)?
    - Is this shared between the business unit and the technical (I.T)?

Appendix B: GO Team Report-out Presentation

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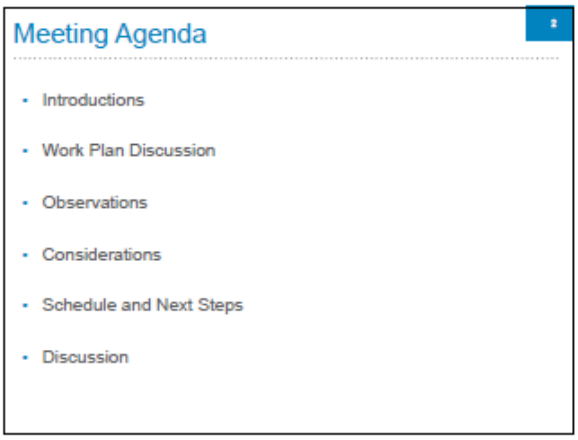

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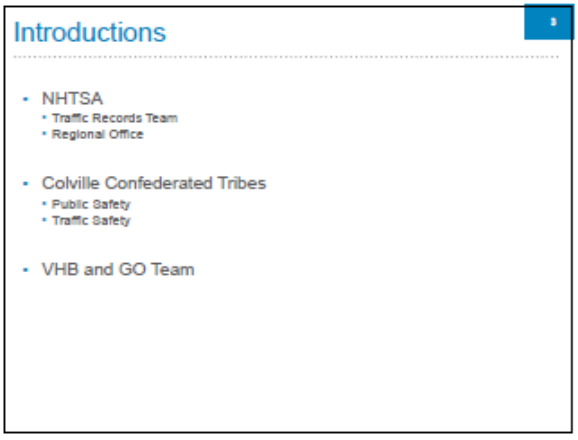

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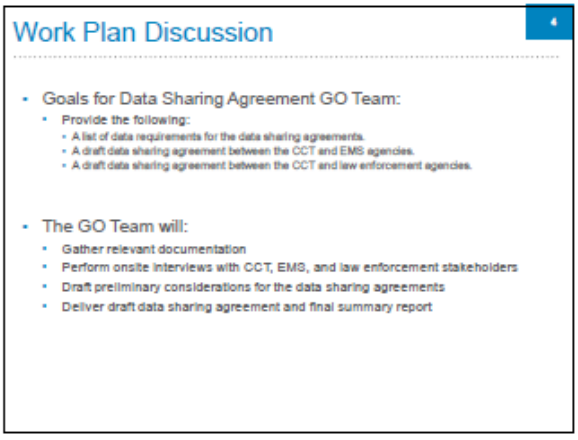

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Observations

Tribal Data

- Identifying more precise location of crashes
- Injury reported vs Injury diagnosis
- No documented processes for data quality review
- Good existing relationships with neighboring agencies/partners
- Tribal member information must not be included in aggregate datasets

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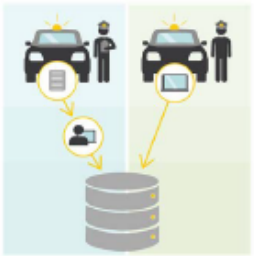
Observations

Agency Crash Data

- Agencies are onboard with providing data to CCT
- Supervisor review of crash reports could be improved
- Dual entry of crash data into the agency RMS
- (Redacted) Tribal crash data is not stored in the State system
- Aggregate counts for EMS may be a standardized format



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Considerations

Tribal Data

- Move toward the collection of Lat/Long on the crash report
- Training on capturing Injury Status
- Consider adopting a formal data quality review process
  - Address critical data elements
- Leverage Spillman data input
- Continue the discussion on moving towards State solution,

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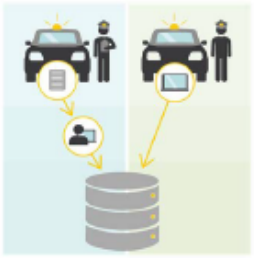
Considerations

Agency Crash Data

- Create Data Sharing Agreements
  - Obtain Crash Data without PII
  - Obtain EMS Run report information without PII
- Partner with WSP for Crash Data Submission
- Data exchange for Spillman RMS



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Data Sharing Agreement

Memorandum of Understanding

- Documents the terms by which two parties intend to move forward with a set of actions
- Less formal than a contract
- Parts of an Data Sharing Agreement
  - Parties Involved
  - Purpose
  - Roles of Parties Involved
  - Data requested
  - Term (Time)
  - Reporting Guidelines (Confidentiality)
  - Security

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Data Sharing Agreement

Benefits

- More comprehensive analysis
- Opportunity to improve the crash data set
  - Timeliness
  - Accuracy
  - Completeness

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Data Sharing Agreement

Developing the Agreements

- Determine the data that is needed externally
- Internal and External Agreements
- WSP (Crash) requires no agreement
- Spillman (Crash & Citation) may require an agreement
- One-way Data Exchange
- Identify points of contact within external agencies
- Will include caveats for PII and HIPAA

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Schedule

- Kick Off Meeting: Complete
- Information Gathering and Review: Complete
- On-Site Interviews: Complete
- Report Out: Today
- Create Draft Data Sharing Agreement: August 9
- Draft Data Sharing Agreement: September 9
- Final Report Due: October 7

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Next Steps

- Draft Data Sharing Agreement
  - Sample document with identified fields for a potential exchange of information
  - Initial Draft will be submitted for feedback
- Data Sharing Agreement Presentation
  - Provide details on their overall structure, data elements, parties involved, and the specific language addressing concerns or requirements expressed by the various agencies
  - Facilitate a discussion of how the CCT and agencies may implement the data sharing agreements.

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Questions or Concerns

- Sarah Weissman Pascual, NHTSA
  - Sarah.Weissman@dot.gov
- Bob Scopatz, VHB
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- Elissa Goughnour, VHB
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- Richard Brown, VHB
  - RichardBrown@vhb.com

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Thank You

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Appendix C: External Data Sharing Agreement (MOU)

MEMORANDUM OF UNDERSTANDING
BETWEEN
Confederated Tribes of the Colville Reservation, Colville Tribal Public Safety Division
AND
External Agency

1. PARTIES

This data sharing agreement is between the Confederated Tribes of the Colville Reservation (CTCR), Colville Tribal Public Safety Division (hereafter PSD) located at 21 Colville St., Nespelem WA 99155 and the _____ located at _____.

2. PURPOSE.

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the two parties will exchange data relating to traffic safety using data elements defined in the corresponding reports established as standard in Washington State. The data are to be integrated into the CTCR traffic safety data repository to support traffic safety analysis, research, and evaluation of crashes occurring within the CTCR jurisdictional boundaries and surrounding areas where applicable.

The specific data file(s) covered by this agreement is (are) listed below:

a) <name of data source> (e.g., crash report)

b) <name of data source> (e.g., traffic citations)

3. ROLES OF EACH PARTY'S INVOLVEMENT

This section outlines the roles of the agencies entering into this data sharing agreement. The CTCR will serve as the primary receiver of the safety data (such as crash data, fire, and EMS response data, etc.) and will request all safety data that are within the jurisdiction. The _____ will serve as the source provider agency. The source provider agency will

provide the relevant safety data (crash, fire, EMS run reports, citations) for all events they have collected data on that occur within the CTCR jurisdiction. For crash data, this includes records that do not meet the State crash record threshold for a reportable crash. This agreement defines a one-way data exchange with CTCR being the primary receiver of the safety data. Agencies may request a copy of their own data from the repository; however, CTCR will not be able to share data from one source provider to any other source provider outside of that same agency.

4. DATA REQUESTED

Where possible, the data provided will be the complete record for each crash, incident, or response that occurs within the CTCR jurisdiction. If full records are not available, then partially completed records will be provided to CTCR. The supporting document describing the data elements can be found in the Data Elements Appendix. In all cases, the proposed set of data elements to be provided are defined by the corresponding official report in the State of Washington.

5. DATA SHARING PROCEDURE

The CTCR will request the safety data via email on a(n) <monthly, quarterly, annual> basis. The data will be provided to CTCR in the following format (such as database extract, Microsoft Excel, or Adobe PDF) as agreed upon by both parties: _____. This data may contain personally identifiable information and as such, all data will be considered confidential and comply with both the source provider agency's and CTCR's information security policies and procedures. The CTCR will not disseminate to any other party or agency any of the personally identifiable information provided through this agreement. The data provided by the source agency will be used solely for the purposes defined in Section 2.

6. TERMS

The rights of access granted herein to the CTCR shall be effective for the period commencing with the execution of this MOU through _____ <insert ending date for the

agreement here>. The confidentiality requirements shall survive termination of this MOU and shall remain in effect in perpetuity except as otherwise provided by law. The period of access rights set forth in subsection a. may be extended by mutual written agreement of the parties or terminated, without cause, by either party as set forth in Section 3. Records will be stored and ultimately purged according to the applicable CTCR document retention policies.

7. AMENDMENTS

Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU are mutually agreed upon between the two parties. This MOU shall be effective when executed and signed by all parties to this MOU.

8. SEVERABILITY

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

9. SOVEREIGN IMMUNITY

The parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

10. PAYMENT

No payment shall be made to either party by the other party as a result of this MOU.

The parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below. The representatives certify they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

CONFEDERATED TRIBES OF THE COLVILLE RESERVATION
PUBLIC SAFETY DIVISION
TRAFFIC SAFETY

By: _____ Date:_____
[Name (Title)]

<EXTERNAL AGENCY>

By: _____ Date:_____
[Name (Title)]

Appendix D: Internal Data Sharing Agreement (MOU)

INTERNAL MEMORANDUM OF UNDERSTANDING
WITH
Colville Tribal Public Safety Division

1. PARTIES

This data sharing agreement is between the Confederated Tribes of the Colville Reservation (CTCR), Colville Tribal Public Safety Division (hereafter PSD) Traffic Safety located at 21 Colville St., Nespelem WA 99155 and _____ located at _____.

2. PURPOSE.

The purpose of this Memorandum of Understanding (MOU) is to establish the terms and conditions under which the two parties will exchange data relating to traffic safety using data elements defined in the corresponding reports established as standard in Washington State. The data are to be integrated into the PSD traffic safety data repository to support traffic safety analysis, research, and evaluation of crashes occurring within the PSD jurisdictional boundaries and surrounding areas where applicable.

The specific data file(s) covered by this agreement is (are) listed below:

a) <name of data source> (e.g., EMS patient care / run report)

b) <name of data source> (e.g., traffic citations)

3. ROLES OF EACH PARTY'S INVOLVEMENT

This section outlines the roles of the agencies entering into this data sharing agreement. PSD Traffic Safety will serve as the primary receiver of the safety data (such as crash data, fire, and EMS response data, etc.) and will request all safety data that are within the jurisdiction. The _____ will serve as the source provider. The source provider will provide the relevant safety data (crash, fire, EMS, citations) for all events they have collected data on that

occur within the PSD jurisdiction. For crash data, this includes records that do not meet the State crash record threshold for a reportable crash. This agreement defines a one-way data exchange with PSD Traffic Safety. Source providers may request a copy of their own data from the repository; however, PSD Traffic Safety will not be able to share data from one source provider to any other source provider outside of that same agency.

4. DATA REQUESTED

Where possible, the data provided will be the complete record for each crash, incident, or response that occurs within the PSD jurisdiction. If full records are not available, then partially completed records will be provided to PSD Traffic Safety. The supporting document describing the data elements can be found in the Data Elements Appendix. In all cases, the proposed set of data elements to be provided are defined by the corresponding official report in the State of Washington.

5. DATA SHARING PROCEDURE

PSD Traffic Safety will request the safety data via email on a(n) <monthly, quarterly, annual> basis. The data will be provided to PSD Traffic Safety in the following format (such as database extract, Microsoft Excel, or Adobe PDF) as agreed upon by both parties: _____. This data may contain personally identifiable information and as such, all data will be considered confidential and comply with both the source provider agency's and PSD's information security policies and procedures. PSD Traffic Safety will not disseminate to any other party or agency any of the personally identifiable information provided through this agreement. The data provided by the source agency will be used solely for the purposes defined in Section 2.

6. TERMS

The rights of access granted herein to PSD Traffic Safety shall be effective for the period commencing with the execution of this MOU through _____ <insert ending date for the agreement here>. The confidentiality requirements shall survive termination of this MOU

and shall remain in effect in perpetuity except as otherwise provided by law. The period of access rights set forth in subsection a. may be extended by mutual written agreement of the parties or terminated, without cause, by either party as set forth in Section 3. Records will be stored and ultimately purged according to the applicable PSD document retention policies.

7. AMENDMENTS

Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU are mutually agreed upon between the two parties. This MOU shall be effective when executed and signed by all parties to this MOU.

8. SEVERABILITY

Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

9. SOVEREIGN IMMUNITY

The parties and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

10. PAYMENT

No payment shall be made to either party by the other party as a result of this MOU.

The parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below. The representatives certify they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the signature last affixed to this page.

CONFDERATED TRIBES OF THE COLVILLE RESERVATION
PUBLIC SAFETY DIVISION
TRAFFIC SAFETY

By: _____ Date:_____
[Name (Title)]

<SOURCE PROVIDER>

By: _____ Date:_____
[Name (Title)]