

Attachment E - Data Sharing Agreement
Between
Nebraska Public Service Commission
And
[Name of PSAP]

Participants: This Data Sharing Agreement (“DSA”) is entered into by and between the Nebraska Public Service Commission (“Commission”) and [Name of PSAP] (“PSAP”).

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

Effective Date: This DSA will become effective upon the last date of execution by a party hereto, as stated on the signature page.

Product/Service Description

Emergency Call Tracking System (“ECaTS”) is a service which collects and provides reporting and analytics of 9-1-1 call data. ECaTS consists of a data repository, information technology tools and services to organize, manage, manipulate, analyze and secure the data within the repository, and professional and technical expertise to manage, protect, and conduct studies on those data. ECaTS will install a small Remote Data Distribution Module (“RDDM”) buffer box at the PSAP (or at the related host location) and connect it to the Call Handling Equipment (“CHE”) Call Detail Record (“CDR”) (outgoing information only) port. This information will be encrypted and delivered via the internet to ECaTS for processing and reporting.

The goal of the Commission is to use ECaTS data to optimize call routing and delivery, monitor the efficiency of the 9-1-1 Service System in Nebraska and conduct studies to facilitate the implementation of Next Generation 9-1-1. Data collected and analyzed via ECaTS will be used to develop a better understanding of the operational characteristics and trends associated with the delivery of 9-1-1 calls statewide, and provide a baseline of data for comparison as Next Generation 9-1-1 functionality is implemented.

Data Ownership, Retention, and Requests

The PSAP is the owner of the data collected by ECaTS. The PSAP is the custodian of such data for purposes of the Nebraska Public Records Statutes, Neb. Rev. Stat. §§ 84-712 to 84-712.09. The Commission will notify the PSAP of any public records request received by the Commission with respect to any data that is subject to this DSA. Public records requests received by ECaTS for access to ECaTS data will be forwarded to the PSAP for an appropriate response.

ECaTS will not delete the PSAP’s data without permission of the PSAP, the PSAP is responsible for maintaining such data pursuant to the PSAP record retention schedule applicable to such data as provided in the Nebraska Public Record Statutes, Neb. Rev. Stat. §§ 84-1201 to 84-1229.

Access to Information

Each authorized user will have a unique User ID and Password that will be required to obtain access to ECaTS data and reports via the ECaTS web portal.

The PSAP will have access to all ECaTS reports, and the Commission will have access to the following ECaTS summary reports:

- **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.
- **Top Busiest Hours** – Identifies the date and time (hour of day) when the PSAPs experienced the highest volume of calls.
- **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.
- **Class of Service** – Provides a breakdown of 911 calls based on their Class of Service (i.e.: Wireless Phase 2, VOIP, Business, Centrex, etc.).
- **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.

Connectivity

PSAP will provide access of the ECaTS RDDM to their existing internet service provider for the limited purpose of delivering CDR information from the PSAP to ECaTS.

Financial Responsibilities

The Commission will pay for a standard set of ECaTS related services, including hardware configuration and installation and the monthly maintenance fee. Additional product functionality may be available for purchase by the PSAP directly from ECaTS, at the PSAP's expense.

The Commission will also pay for required CDR licenses, the RDDM and technical

support, setup, and installation of the RDDM. The RDDM, power cord, and serial cable will be the property of the Commission. The PSAP will provide CDR data to the RDDM at no cost.

The Commission's obligation to pay amounts due are contingent upon legislative appropriation of funds. In the event that the Nebraska Legislature fails to appropriate or authorize the expenditure of sufficient funds to provide for the payments referenced in this agreement, the Commission may terminate this agreement with respect to those payments for the fiscal year or years for which such funds are not appropriated. The Commission will give the PSAP prior written notice of any such termination.

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 Commission 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 State of Nebraska.

PSAP

The Commission

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

Date

Date