

AGREEMENT FOR C.A.R.E.S. PARTICIPATION  
BETWEEN  
EMORY UNIVERSITY, THROUGH ITS WOODRUFF HEALTH SCIENCES CENTER  
AND

\_\_\_\_\_WILLIAMSON COUNTY EMS\_\_\_\_\_

This Agreement for C.A.R.E.S. Participation ("Agreement") is made and entered into this 12th day of April, 2016 ("Effective Date"), between Emory University, through its Woodruff Health Sciences Center ("Emory") and Williamson County EMS (hereafter "Data Contributor").

W I T N E S S E T H

WHEREAS, Emory has been authorized by the Centers for Disease Control and Prevention ("CDC") to conduct certain public health activities by acting as a Public Health Authority, as defined in 45 CFR 164.501, pursuant to the Standards for Privacy of Individually Identifiable Health Information promulgated under the Health Insurance Portability and Accountability Act (HIPAA) [45 CFR Parts 160 and 164];

WHEREAS, under the HIPAA Standards, Covered Entities, such as hospitals and emergency medical services provider may disclose, without individual authorization, Protected Health Information to Public Health Authorities, "authorized by law to collect or receive such information for the purpose of preventing or controlling disease, injury, or disability, including, but not limited to, the reporting of disease, injury, vital events such as birth or death, and the conduct of public health surveillance, public health investigations and public health interventions..." [45 CFR 164.512(b)(i)];

WHEREAS, Emory has entered into a Memorandum of Understanding with the CDC to conduct the Cardiac Arrest Registry to Enhance Survival (CARES) Program ("Program"), which is authorized by sections 301(a) and 317(k)(2) of the Public Health Service Act;

WHEREAS, the purpose of CARES is to help local communities identify and track cases of cardiac arrest and identify opportunities for improvement in the treatment of out-of-hospital cardiac arrest ("OHCA");

WHEREAS, Data Contributor wishes to enter into an arrangement with Emory to assist Data Contributor with its quality assessment and improvement activities relating to OHCA events, and as part of the arrangement, will provide certain data regarding OHCA patients treated by Data Contributor;

NOW THEREFORE, in consideration of the mutual covenants and premises herein contained, the parties agree as follows.

**Article 1. Preliminary Matters**

**1.1. Incorporation of Recitals**

The above recital paragraphs are material to and incorporated into this Agreement as if fully restated in this paragraph.

**Article 2. Definitions**

**2.1. Aggregated Registry Data**

Aggregated Registry Data shall mean De-Identified Contributed Data when combined with De-Identified Contributed Data from other data contributors as set forth in Section 3.4.

**2.2. Contributed Data**

Contributed Data shall mean the data provided by Data Contributor to Emory pursuant to Sections 3.1, 3.1.1 or 3.3. Contributed Data may include PHI.

**2.3. Covered Entity**

Covered Entity shall have the same meaning as found at 45 CFR 160.103.

2.4. De-Identified Contributed Data

De-Identified Contributed Data shall mean Contributed Data which has been de-identified in accordance with the requirements of 45 CFR 164.514(b) as required by Section 3.4

2.5. Program

Program shall mean the Cardiac Arrest Registry to Enhance Survival (CARES) Program which is the subject of that certain Memorandum of Understanding between Emory and the Centers For Disease Control dated the 5<sup>th</sup> day of August, 2014.

2.6. Protected Health Information / PHI

Protected Health Information or PHI shall have the same meaning as found at 45 CFR 160.103.

**Article 3. Contributed Data**

Data Contributor agrees to participate in the Program and, as a participant, will provide certain data regarding OHCA patients to Emory for the purposes described in this Section ("Contributed Data").

3.1. Hospitals

If Data Contributor is a hospital, the Contributed Data to be provided by Data Contributor will include the following essential data elements and may include the following supplemental elements for patients who suffered an OHCA event:

3.1.1. *Essential Data Elements*

- (1) Emergency department outcome;
- (2) Hospital outcome;
- (3) Disposition from hospital;
- (4) Hypothermia treatment if provided;
- (5) Neurological outcome at discharge from hospital;

3.1.2. *Supplemental Data Elements*

- (1) Was the final diagnosis acute myocardial infarction;
- (2) Was a coronary angiography performed;
- (3) Date and time of coronary angiography performed;
- (4) Was a cardiac stent placed;
- (5) Was a CABG performed;
- (6) Was an ICD placed and/or scheduled;
- (7) Additional Hypothermia module treatment fields;

3.2. Emergency Medical Services Agency

If Data Contributor is a provider of emergency medical services, the Contributed Data to be provided by Data Contributor will include the following essential data elements and may include the following supplemental elements for patients who suffered an OHCA event:

3.2.1. *Essential Data Elements:*

- (1) Address of Cardiac Arrest (town/city, State and zip code only);
- (2) Name, Age, Date of Birth, Gender, Race/Ethnicity of patient;
- (3) EMS Agency ID;
- (4) Date of Cardiac Arrest;
- (5) Call Number (and Booklet Number, where applicable);
- (6) ID of First Responder(s) Involved in Incident;
- (7) ID of Destination Hospital;
- (8) Witnessed Status of Arrest & Whether Arrest was Witnessed Prior to or After the Arrival of EMS;
- (9) Presumed Etiology of Arrest;

- 3.6.1. *The Program*  
Emory will have the right to use and disclose the Aggregated Registry Data for public health activities and purposes in connection with the Program, including benchmarking and quality improvement activities of the Program. Emory shall share the Aggregated Registry Data in a way that will not separately identify Data Contributor or its Contributed Data.
- 3.6.2. *Data Contributor*  
Emory shall provide Data Contributor with access to the Program software in order to generate benchmarking reports based on its Contributed Data. Data Contributor will also have access to data supplied by other data contributors but only for OHCA patients which they have in common, and/or Aggregated Registry Data.
- 3.6.3. *Other Participants*  
Emory will have the right to use and disclose the Aggregated Registry Data for public health activities and purposes of Data Contributor and other data contributors participating in the Program. Emory shall share the Aggregated Registry Data in a way that will not separately identify Data Contributor or its Contributed Data.
- 3.6.4. *Use for Research Purposes*  
The parties agree that Emory may, from time to time, allow researchers unaffiliated with Emory ("Researchers") to apply to use, for research purposes, the Aggregated Registry Data. Any such release of Aggregated Registry Data to Researchers shall be subject to prior review and approval by the CARES Data Sharing Committee. Any research reports or publications shall not separately identify Data Contributor or its Contributed Data.
- 3.6.5. *With Approval*  
Except as otherwise stated in this Agreement, Emory may only disclose the De-Identified Contributed Data to individuals or entities selected by Data Contributor with Data Contributor's prior written authorization.
- 3.7. Protection of Contributed Data
- 3.7.1. *Uses and Disclosures of Contributed Data*  
Emory will not, and shall ensure that its directors, officers, employees, and agents do not, use or further disclose Contributed Data received from Data Contributor other than as permitted or required by this Agreement or as may otherwise be required by law applicable to Emory.
- 3.7.2. *Required Safeguards To Protect Contributed Data*  
Emory agrees to use appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of any electronic Contributed Data in accordance with 45 CFR Sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards) and 164.316 (Policies And Procedures And Documentation Requirements).
- 3.7.3. *Mitigation*  
Emory, at its sole expense, agrees to mitigate, to the extent practicable, any harmful effect that is known to Emory of a use or disclosure of Contributed Data by Emory in violation of the requirements of this Agreement.
- 3.7.4. *Ownership of Contributed Data*  
Under no circumstances shall Emory be deemed in any respect to be the owner of any Contributed Data used or disclosed by or to Emory pursuant to the terms of this Agreement. Emory acknowledges that all rights, title, and interest in and to any Contributed Data furnished to Emory rests solely and exclusively with the Data Contributor.

- 3.7.5. *Reporting of Improper Use and Disclosures of Contributed Data*  
Emory will report to Data Contributor, as soon as reasonably practical, any use or disclosure of Contributed Data not provided for by this Agreement of which Emory becomes aware.
- 3.7.6. *Reporting of Breaches of Unsecured Contributed Data*  
Emory shall report to Data Contributor, as soon as reasonably practical, a breach of Unsecured Contributed Data, of which it reasonably becomes aware. For purposes of this Section Unsecured Contributed Data shall mean Contributed Data that has not been rendered unusable, unreadable, or indecipherable to unauthorized individuals and is consistent with guidance issued by the Secretary of Health and Human Services, as modified from time to time, specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, as added by Section 13101 of HITECH, in accordance with Section 13402(b) of HITECH.
- 3.7.7. *Agreements with Third Parties*  
Emory will ensure that any agent or subcontractor to whom Emory provides Contributed Data created by, received from, maintained for or transmitted to Emory on behalf of Data Contributor agrees to the same restrictions, terms, conditions, and requirements that apply to Emory with respect to such information, including without limitation compliance with Sections (b) and (c) hereof.
- 3.7.8. *Creation of Contractual Liability*  
While the parties have contractually adopted portions of HIPAA for purposes of defining privacy and security obligations of Emory under this Agreement, the parties specifically disclaim an intent or agreement to become subject to regulatory oversight and liability as applicable to Covered Entities and Business Associates under HIPAA or to define Contributed Data in any manner that would make it Protected Health Information under HIPAA.
- 3.7.9. *Auditing Standards*  
Emory represents and warrants that the data center wherein the Contributed Data is received and housed has undergone, and will yearly undergo during the term of this Agreement, an (i) SSAE-16 Type 2 audit demonstrating the accuracy of the controls and the implementation and effectiveness of the controls over the preceding twelve (12) months; and (ii) a SOC2 Type 2 audit demonstrating the effectiveness of the security, availability, processing integrity, confidentiality and privacy controls of the data center.

#### **Article 4. Fees**

NOTE: This section ONLY applies in the following circumstances:

1. Data Contributor is an Emergency Medical Services Agency  
AND
2. There is no State Coordinator in the State in which Data Contributor operates.

In order to determine whether a State Coordinator exists in your state, please consult:

<http://mycares.net/>

If Data Contributor desires to act as the State Coordinator, please contact:

CARES Program  
Emory University  
Woodruff Health Sciences Center  
Mailstop 1599/001/1BQ  
1599 Clifton Road NE  
Atlanta, Georgia 30322  
Attention: Allison Crouch, MBA, MPH

4.1. Data Contributor Fees

If Data Contributor is an Emergency Medical Services Agency and there is no State Coordinator in the state in which Data Contributor provides emergency medical services, then and in that event Data Contributor shall pay to Emory an annual Data Contributor Fee based on the following:

Population Coverage	Annual Fee
< 300,000	\$1,000.00
300,001 - 750,000	\$2,500.00
750,001 +	\$5,000.00

4.2. Loss of State Coordinator

Should any entity that is acting as a State Coordinator terminate their status as a State Coordinator and not be replaced during the calendar year, then and in that event Data Contributor shall owe the Data Contributor Fee for the following calendar year.

4.3. Change in Data Contributor Fees

Changes in the amount or frequency of the Data Contributor Fee will not be made more often than yearly and will become effective following at least sixty (60) days prior notice to Data Contributor. Any such changes shall not exceed the greater of three percent (3%) or the increase of the Consumer Price Index - All Urban Consumers (CPI-U).

4.4. Payment

Data Contributor shall receive an invoice for the Data Contributor Fee, which generally shall be due and owing during the month of January. Each Participant shall pay all Data Contributor Fees within thirty (30) days following the documented date of e-mailing of invoice by Emory or their designee sent to the State Coordinator's e-mail address as provided to Emory by State Coordinator. **In order to comply with Texas law applicable to local governmental entities, payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.**

4.5. Late Charges

Late charges will be applied pursuant to the Texas Prompt Payment Act, which is set forth above in Paragraph 4.4. Suspension of Service. Failure to pay Data Contributor Fees within thirty (30) days following the written notice under Section 4.5 may result in suspension or termination of the State Coordinator's access to the Aggregate Registry Data.

4.6. Taxes

All Data Contributor Fees shall be exclusive of federal, state, municipal, or other government excise, sales, use, occupational, or similar taxes existing as of the date of this Agreement or enacted in the future. A Data Contributor shall pay any tax that Emory may be required to collect or pay, now or at any time in the future, and that are imposed upon the delivery of the services under this Agreement.

**Article 5. Term And Termination**

5.1. Term

The time of performance of this Agreement shall be for a one (1) year period, commencing upon the date of the last signing party, unless sooner terminated or extended as provided. The Agreement will be automatically renewed for additional one (1) year periods, unless terminated in accordance with this Section.

5.2. Termination Without Cause

Emory and Data Contributor each will have the right to terminate this Agreement without cause for any reason at any time upon providing no less than thirty (30) days' advance written notice to the non-terminating Party. Termination will be effective upon the date stated in the notice of termination.

5.3. Termination for Breach

Either party shall have the right to terminate this Agreement upon breach by the other party of any material term of this Agreement, provided the breach continues for fifteen (15) days after receipt by the breaching party of written notice of such breach from the non-breaching party and the non-breaching party has not given written authorization for a longer time to cure such breach.

5.4. Effect of Termination

Emory shall retain the right to maintain all De-Identified Contributed Data and its incorporation into Aggregated Registry Data contributed prior to the date of termination and make such uses and disclosures of the Aggregated Registry Data (including the De-Identified Contributed Data of Data Contributed as incorporated therein) for those permitted purposes under this Agreement. Upon termination of this Agreement, Emory shall promptly return or destroy, except to the extent infeasible, all Contributed Data to Data Contributor. To the extent determined that the return or destruction is infeasible and Emory maintains any Contributed Data from Data Contributor, the terms and provisions of this Agreement that protect Contributed Data shall survive termination of this Agreement and Emory shall limit further uses and disclosures of such Contributed Data to only those purposes that make return or destruction of Contributed Data infeasible..

**Article 6. Miscellaneous**

6.1. Governing Law

INTENTIONALLY OMITTED

Notices

All notices or other writings required under this Agreement shall be considered as having been provided when sent by U.S. mail, first class, postage-prepaid or by certified mail, to the Parties at the following addresses:

***Remainder of Page Intentionally Left Blank***

**Emory:****Data Contributor:**

CARES Program  
Emory University  
Woodruff Health Sciences Center  
Mailstop 1599/001/1BQ  
1599 Clifton Road NE  
Atlanta, Georgia 30322  
Attention: Allison Crouch, MBA, MPH

If either Party seeks to change where notices shall be sent, the Party desiring this change must provide the other Party with seven (7) days advance written notice of such change.

6.2. Independent Contractor Status

The Parties' relationship will be that of an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture, or employer-employee relationship. Neither Party is an agent of the other Party and is not authorized to make any representation, contract or commitment on behalf of the other Party.

6.3. Third Party Beneficiaries

The Parties agree that they have not entered into this Agreement for the benefit of any third person(s) or entity, and it is their express intention that the Agreement is intended to be for their respective benefit only and not for the benefit of others who might otherwise be deemed to constitute third party beneficiaries hereof.

6.4. Publication

Data Contributor agrees that Emory may use Data Contributor's name along with a list of other Program participants on Emory's website and other materials listing Program participants. Any other press release, advertising, or other promotional written or oral statements to the public in connection with or alluding to the Program or the relationship between the parties created by this Agreement that has or contains any reference to Data Contributor, or the name of any member of Data Contributor's staff, is prohibited without Data Contributor's prior written approval.

6.5. Indemnification

To the extent authorized under Texas law, including TEX. CONST. art. III, § 52, each party agrees to indemnify, defend and hold harmless the other party, and the other party's Respective officers, employees and agents, against any loss, claim, damage or liability (including attorney's fees) ("Claim") arising out of the performance of this Agreement but only to and to the extent that such Claim is caused by or the result of the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents or the failure of the indemnifying party or its officers, employees or agents to comply with this Agreement or applicable laws, rules and regulations.

6.6. Severability

The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term or provision hereof. No failure to exercise any right or demand performance of any obligation under the Agreement shall be deemed a waiver of such right or obligation.

6.7. Assignment

This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their successors and permitted assigns, provided, however, this Agreement may not be assigned by either party without the prior written approval of the other party.

6.8. Amendment

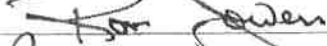
Any amendment to this Agreement must be in writing and signed by each party.

- 6.9. Waiver  
No provision of this Agreement may be waived except by an agreement in writing signed by the parties. A waiver of any item or provision shall not be construed as a waiver of any other term or provision.
- 6.10. Counterparts  
This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties electronically or by facsimile and such electronic or facsimile execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions, or electronic or facsimile executions, or a combination thereof, shall be construed together and shall constitute one and the same Agreement.
- 6.11. Authority  
The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties. The undersigned further represent that they are duly authorized to execute this document on behalf of the named parties.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective as of that Commencement Date first above written.

Emory University, Through Its  
Woodruff Health Sciences Center

Data Contributor

By:   
Name: Ronnie L. Jowers  
Title: VP for Health Affairs  
Date: 4-12-14

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



6.9 Waiver

No provision of this Agreement may be waived except by an agreement in writing signed by the parties. A waiver of any item or provision shall not be construed as a waiver of any other term or provision.

6.10 Counterparts

This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties electronically or by facsimile and such electronic or facsimile execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions, or electronic or facsimile executions, or a combination thereof, shall be construed together and shall constitute one and the same Agreement.

6.11 Authority

The undersigned hereby represent and acknowledge that they have read the foregoing Agreement, that they know its contents, and that they are executing this Agreement as a free and voluntary act and on behalf of the named parties. The undersigned further represent that they are duly authorized to execute this document on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of that Commencement Date first above written.

Emory University, Through Its  
Woodruff Health Sciences Center

By: Ron Jowers

Name: Ronnie L. Jowers

Title: VP for Health Affairs

Date: 4-12-16

Data Contributor

By: Lisa L. Birlman

Name: Lisa L. Birlman

Title: Comm., Pct. One

Date: 4-26-16