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Centers for Disease Control  
and Prevention (CDC)  
Atlanta, GA 30341

**October 1, 2017**

**Bryan McNally, MD, MPH  
Executive Director  
CARES: Cardiac Arrest Registry to  
Enhance Survival  
Emory University - Woodruff Health  
Sciences Center  
Mailstop 1599/001/1BQ  
1599 Clifton Road NE  
Atlanta, Georgia 30322**

**Dear Dr. McNally:**

**The Department of Emergency Medicine at the Emory University School of Medicine is collaborating with the Centers for Disease Control and Prevention (CDC) to conduct the Cardiac Arrest Registry to Enhance Survival (CARES) Program (see attached Memorandum of Understanding (MOU) executed on October 1, 2017). The purpose of CARES is to help local communities identify and track cases of out-of-hospital cardiac arrest (OHCA) and identify opportunities for improvement in the treatment and ultimate survival of such events.**

**CDC supports public health activities 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]. Under this rule, covered entities 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. The definition of a public health authority includes entities acting under a grant of authority from and an agreement or contract with such public agency.**

**Therefore, the CDC considers CARES to be a quality improvement intervention and public health surveillance activity, for which disclosure of protected health de-identifiable health information by covered entities is subject to 45 CFR § 164.512(b) of the Privacy Rule.**

**Sincerely yours,**



**Robert K. Merritt**  
**Supervisory Health Scientist**  
**Division for Heart Disease and Stroke Prevention**  
**National Center for Chronic Disease Prevention**  
**and Health Promotion**

# **MEMORANDUM OF UNDERSTANDING**

**Between**

**Emory University**

**AND**

**Centers for Disease Control and Prevention  
National Center for Chronic Disease Prevention and Health Promotion  
Division for Heart Disease and Stroke Prevention**

This Memorandum of Understanding (MOU) sets forth the terms and understanding between Emory University (Emory) and Centers for Disease Control and Prevention (CDC), National Center for Chronic Disease Prevention and Health Promotion (NCCDPHP), Division for Heart Disease and Stroke Prevention (DHDSP), for purposes of providing a framework for engaging in activities relating to the Cardiac Arrest Registry to Enhance Survival (CARES) initiative. CDC and Emory may be individually identified in this MOU as "Party" or collectively referred to as "the Parties."

## **BACKGROUND**

The AHA Scientific Statement of 2004 addressing cardiac arrest and cardiopulmonary resuscitation outcome reports recommended the development of an integrated method of data collection that would provide for "uniform data collection and tracking of data to facilitate better continuous quality improvement in hospitals, emergency medical service (EM) systems, and communities." It also recognized that such a system would "enable comparison across systems for clinical benchmarking to identify opportunities for improvement." A series in *USA Today* highlighted the lack of research on out-of-hospital cardiac arrest (OHCA) and revealed the results of a survey by the Henry J. Kaiser Foundation showing that 38 of the 50 largest cities either could not or would not report their community's rate of cardiac arrest survival. The Centers for Disease Control and Prevention (CDC) issued a request for proposals (RFP) to develop and implement a simple cardiac arrest registry that would enable communities across the United States to identify incidents of OHCA, measure key aspects of pre-hospital care, and determine rates of survival.

The CARES registry and data collection system is fully operational in metropolitan Atlanta and has expanded to more than 66 communities in 23 states and 19 additional state registries nationwide. CARES includes more than 1400 EMS agencies and 1800 hospitals with a catchment area of 106 million. CARES uses an internet database system to register out-of-hospital cardiac arrest events, track patient outcomes with hospitals, and record response intervals associated with First Responder and EMS response. Three sources of data are linked into a single record to adequately describe each out-of-hospital cardiac arrest in CARES: 1) 911 call center data (to provide incident address and dispatch and arrival times), 2) EMS data (to describe presenting cardiac rhythm and treatment methods), and 3) hospital data (to document outcome at discharge). Multiple reporting features can be generated and



monitored continuously through secure online access by CARES participants which allows for longitudinal, internal benchmarking. Local EMS administrators and medical directors can identify when and where cardiac arrest occurs, which elements of their EMS system are functioning properly in dealing with these cases, and what changes can be made to improve outcomes.

In operating the CARES registry, Emory is acting as a "public health authority" as that term is defined at 45 CFR 164.501 of the Health Insurance Portability and Accountability Act (HIPAA) regulations and, as such, Emory is authorized under 45 CFR 164.512 to collect and receive patient identifiable information from health care providers, including EMS providers and hospitals, that participate in the program for the purpose of conducting the CARES public health surveillance program.

#### **PURPOSE**

The essence of this MOU is to provide the framework supporting the parties' joint activities relating to the CARES initiative.

The parties acknowledge that this MOU documents and formally recognizes the continuing collaborative relationship between CDC and Emory for the operation of the CARES registry since the CARES registry began in 2004.

The goals of the partnership will be accomplished by undertaking the following activities:

#### **ROLES and RESPONSIBILITIES**

It is hereby agreed by and between the partners that this collaboration will support the following roles and responsibilities of each party as follows, and to the extent government resources and appropriations allow:

##### **General:**

- The spirit of this MOU demonstrates commitment to work collaboratively to achieve the goals of the CARES initiative.
- In a critical effort to standardize and improve registry data, CDC and Emory will work toward greater harmonization of the relevant indicators tracking out-of-hospital cardiac arrest.
- CDC and Emory will collaborate on communications and promotion of CARES.

##### **CDC agrees to:**

1. Provide subject matter expertise on cardiovascular and stroke epidemiology, surveillance and monitoring.
2. Provide subject matter expertise in GIS and mapping, including assisting the CARES team with generating maps.
3. Be a member of and actively participate on the CARES Oversight Board.

##### **EMORY agrees to:**

1. Continue to provide the CDC with de-identified US out of hospital cardiac arrest data for inclusion in their Data Trends and Maps Website, Interactive Atlas of Heart Disease and Stroke, or similar derivative products.
2. Continue to provide the CDC with de-identified Global out of hospital cardiac arrest data for future inclusion in their Data Trends and Maps Website, Interactive Atlas of Heart Disease and Stroke, or similar derivative products.

3. Provide subject matter expertise on EMS, resuscitation and cardiac arrest protocols.

#### **USE OF MARKS**

Provision of assistance as intended under this MOU does not give EMORY or any of its partners or affiliates a blanket right to use the CDC logo. Permission to use the CDC logo must be obtained from CDC and is determined on a case by case basis. This similarly applies to the use of the Department of Health and Human Services (HHS) logo.

#### **FUNDRAISING/SOLICITATION**

EMORY will not use CDC or DHHS marks or slogans, or the existence of this partnership, for fundraising activities. EMORY will not imply that HHS or any component agency endorses any fundraising activities relating to these activities.

#### **PUBLICITY AND ENDORSEMENTS**

EMORY shall not imply that the involvement of HHS or CDC in this partnership serves as an endorsement of the general policies, activities, or products of EMORY; where confusion could result, publicity should be accompanied by a disclaimer to the effect that no endorsement is intended. EMORY will clear all publicity materials for events with HHS and CDC to ensure compliance with this paragraph.

#### **INTELLECTUAL PROPERTY**

This MOU does not, and is not intended to, transfer to either party any rights in any intellectual property of the other party. HHS and CDC shall maintain full rights to re-use the content and material that it provides for any and all CDC purposes, and/or to share with other collaborators or requestors. Any report, article, or other paper prepared by employees of the Federal Government as part of their official duties is, under the U.S. Copyright Act, a "work of the United States Government" for which copyright protection under Title 17 of the United States Code is not available.

#### **TRADE SECRET OR COMMERCIAL INFORMATION**

CDC shall comply with 18 U.S.C. Section 1905, the Trade Secrets Act, and, to the extent applicable law allows, safeguard any EMORY proprietary and confidential information obtained pursuant to activities set forth in this MOU. EMORY shall clearly mark all information, in any format, of a proprietary and confidential nature provided to CDC, as such.

#### **PUBLIC AVAILABILITY**

This partnership agreement shall be publicly available.

#### **LEGAL AUTHORITY**

This MOU is authorized by Section 301(a) of the Public Health Service Act, 42 U.S.C. 241 (a).

#### **FUNDING**

In general, each party is expected to bear the costs of its participation in this project. Nothing in this Agreement shall obligate EMORY, HHS, or CDC to any current or future expenditure of resources in advance of the availability of appropriations from Congress. CDC's participation in all aspects of this MOU is subject to availability of funds.

#### **LIABILITY**

Each party will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof.

**GOVERNING LAW**

This MOU shall be governed by applicable federal law.

**ENTIRETY**

This MOU represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements or understandings, written or oral, with respect to the subject matter of this MOU.

**EFFECTIVE DATE**

This MOU will become effective on the date of the last signatory to the agreement.

**REVISIONS/AMENDMENTS**

It is understood and agreed that the Parties may revise or modify this MOU by written amendment hereto, provided such revisions or modifications are mutually agreed upon.

**TERMINATION**

This MOU is entered voluntarily by all Parties, and may be modified by mutual consent of authorized officials from the EMORY and CDC. This MOU may be terminated by either party with thirty (30) days advance written notice. In the absence of a mutual agreement by authorized officials from the EMORY and CDC to continue to further this partnership, this MOU shall end on September 30, 2020.



CDC

By: 

Print Name: Robert K. Merritt

Print Title: Supervisory Health Scientist

Date: 10/1/17

Emory University

By: 

Print Name: BRYAN MCNALLY,

Print Title: Executive Director CARES

Date: 10/16/17