

Requisition #1246

SP29-01 Clark County Coroner

SUBRECIPIENT AGREEMENT

This Agreement entered into as of this 15th day of April 2025 by and between the Association of State and Territorial Health Officials (hereinafter referred to as “ASTHO”) and Clark County Coroner (hereinafter referred to as “Contractor”).

WHEREAS, ASTHO desires to engage the Contractor to develop and implement an FHIR project for data sharing and to advance their work in public health data modernization, in connection with an undertaking or project titled, “*Medical Examiner and Coroner Data Modernization Activities*,” funded wholly or in part by the U.S. Department of Health and Human Services (hereinafter referred to as the “Project”); and

WHEREAS, the Contractor desires to render such services in connection with the Project,

NOW, THEREFORE, in consideration of the above, and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Engagement.** ASTHO hereby engages the Contractor, and the Contractor hereby accepts the engagement, to perform the work set forth in the attached Scope of Work, which is incorporated by reference and made a part of this Agreement.

2. **Term.** This Agreement shall commence **April 18, 2025**, and shall continue until **July 31, 2025**, unless earlier terminated as allowed pursuant to the General Terms and Conditions. Work under this Agreement shall be completed within the time schedule set forth in the attached Scope of Work.

3. **Compensation.** The Contractor shall be compensated for the work to be performed under this Agreement as detailed in the attached Scope of Work. In no event will the total compensation to be paid to the Contractor exceed the sum of **\$80,000**.

4. **Terms and Conditions.** The “General Terms and Conditions” and any Addendums, all of which are attached hereto, are incorporated by reference and made a part of this Agreement. The Contractor must return an executed copy of this Agreement to ASTHO within 10 business days of receipt or the contract will be cancelled. ASTHO reserves the right to accept or decline any proposed changes to the terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

ASSOCIATION OF STATE AND TERRITORIAL HEALTH OFFICIALS

Signed by:

 Signature

Zarnaaz Bashir, Deputy Chief Executive Officer
 Name and Title

Date: 4/21/2025

CLARK COUNTY CORONER

Melanie Rouse
 Signature

Melanie Rouse, Coroner/Department Director
 Name and Title

Date: 4/17/2025

Requisition #1246

SP29-01 Clark County Coroner

CONTRACTUAL CONTACT INFORMATION

ASTHO Contacts	Contracting Party Contacts
<p><i>Programmatic Contact & Invoice Submission</i></p> <p>Dan Tauriello Senior Analyst Association of State and Territorial Health Officials National Headquarters: 2231 Crystal Drive, Suite 450 Arlington, VA 22202 Regional Offices: 855 Emory Point Drive NE Suite C-100 Atlanta, GA 30329 Email: dtauriello@astho.org Phone: 202-371-9090</p>	<p><i>Programmatic Contact</i></p> <p>Candace Caterer Office Service Manager Clark County Coroner/Medical Examiner Office 1704 Pinto Lane Las Vega, NV, 89106 Email: candace.caterer@clarkcountynv.gov Phone: 702-455-0250</p>
<p><i>Contractual/Fiscal Contact</i></p> <p>Daphne Wilborn Manager, Contracts Association of State and Territorial Health Officials National Headquarters: 2231 Crystal Drive, Suite 450 Arlington, VA 22202 Regional Offices: 855 Emory Point Drive NE Suite C-100 Atlanta, GA 30329 Email: dwilborn@astho.org Phone: 202-371-9090</p>	<p><i>Contractual/Fiscal Contact</i></p> <p>DeVette Horn Administrative Specialist Clark County Coroner/Medical Examiner Office 1704 Pinto Lane Las Vegas, NV, 89106 Email: horndev@clarkcountynv.gov Phone: 702-455-0410</p>

Attachments incorporated as part of this Agreement:☒ **General Terms and Conditions**☐ **Special Terms and Conditions**☒ **Scope of Work**☐ **Travel Policies**☒ **Debarment Certification**☒ **Sub-recipient Addendum**☐ **ASTHO Style Guide (email attachment)**☐ **Other:** _____

Requisition #1246

SP29-01 Clark County Coroner

GENERAL TERMS AND CONDITIONS

1. Definitions

A. *Agreement* shall mean the Master Agreement entered into between Contractor and ASTHO, including the Scope of Work, these General Terms and Conditions, and any other Addendums, attachments, and exhibits.

B. *Services* shall mean those services Contractor is to provide pursuant to the Agreement, including any Scope of Work.

C. *Work* shall mean all work, deliverables, documents, data, goods, and other materials produced, developed, collected, or authored by Contractor pursuant to the Agreement.

D. *Concerned Funding Agency* means the U.S. Department of Health and Human Services or any other governmental entity providing funding, in whole or in part, related to the Agreement.

2. Relationship

The Contractor is an independent contractor, and the relationship between ASTHO and the Contractor shall be solely contractual and not in the nature of a partnership, joint venture, or general agency. Neither party may speak nor act on behalf of the other, nor legally commit the other.

3. Ownership Rights

The services provided by the Contractor pursuant to the Agreement shall be “work for hire” and therefore all Work shall be sole and exclusive property of ASTHO. To the extent that the Services, or any part of them, may not constitute work for hire under the law, Contractor hereby transfers to ASTHO all right, title, and interest in and to the Work.

Notwithstanding the foregoing, should the Work incorporate pre-existing materials owned by Contractor, Contractor shall retain all ownership rights to those materials, and ASTHO shall have a perpetual, irrevocable, royalty-free license to utilize the pre-existing materials as incorporated in the Work.

Without limiting the foregoing, ASTHO shall have access to the Work at any time during the term of the Agreement.

4. Warranties and Representations

The Contractor warrants and represents that: (a) the Services shall conform to the Scope of Work in all respects; (b) the Work shall be original to the Contractor and shall not infringe the copyright or other rights of any party; (c) the Contractor possesses, and shall employ, the resources necessary to perform the Services in conformance with the Agreement; (d) the Services shall be performed, and the Work produced, in accordance with high standards of expertise, quality, diligence, professionalism, integrity, and timeliness; and (e) the Contractor has no interest, relationship, or bias that could present a financial, philosophical, business, or other conflict with the performance of the Work or create a perception of a conflict or a lack of independence or objectivity in performing the Work.

5. Time of the Essence

Time is of the essence in respect of the Services to be performed and Work to be produced by the Contractor.

6. Compliance with the Law

The Contractor shall at all times act in accordance with all applicable governmental laws and regulations.

7. Key Personnel

Any personnel identified in the Scope of Work as individuals who will be performing the Services or producing the Work may not be changed without the written approval of ASTHO.

8. Publicity and Media

The Contractor shall not make any public statements or communications relating to the existence or performance of the Agreement, including the Services and the Work, or conduct any interviews or respond to any inquiries,

Requisition #1246

SP29-01 Clark County Coroner

concerning the same, without the express written consent of ASTHO. All media inquiries shall be directed to ASTHO Public Relations Office at pr@astho.org.

When issuing statements, press releases, publications, requests for proposals, bid solicitations and other documents, such as toolkits, resource guides, websites, and presentations, Contractor must include the following acknowledgment of support and disclaimer:

Conference/Meeting/Seminar Materials Disclaimer: If a conference/meeting/seminar is funded under this Agreement, the Contractor must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

*Funding for this conference was made possible (in part) by **Grant Number 6 NU38PW000018-01-03, Assistance Listing Number 93.421**, from the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.*

Audio Visual Production Disclaimer: “Audiovisual” means any product containing visual imagery, sound, or both, such as motion pictures, films, videotapes, podcasts, live or recorded radio or television programs or public service announcements, slide shows, filmstrips, audio recordings, multimedia presentations, or exhibits where visual imagery, sound, or both are an integral part. “Production” refers to the steps and techniques used to create a finished audiovisual product, including, but not limited to, design, layout, scriptwriting, filming or taping, fabrication, sound recording, and editing.

If an audio-visual production is funded under this Agreement, the Contractor must include the following statement:

*The production of this [type of audiovisual (motion picture, television program, etc.)) was supported by **Grant Number 6 NU38PW000018-01-03, Assistance Listing Number 93.421**, from the US Department of Health and Human Services/Centers for Disease Control and Prevention]. Its contents are solely the responsibility of [Contractor/Contractor Agency name] and do not necessarily represent the official views of the U.S. Department of Health and Human Services/Centers for Disease Control and Prevention.*

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the Contractor without the express, written consent of ASTHO and the Concerned Funding Agency. ASTHO Public Relations Office can assist with facilitating such a request. It is the responsibility of the Contractor to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the ASTHO and Government logos. In all cases for utilization of Government and ASTHO logos, the Contractor must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the Contractor without a license agreement setting forth the terms and conditions of use.

9. Assignment and Subcontracting

The Contractor shall not assign or subcontract any portion of the Agreement, or its obligations or rights thereunder, without the prior written consent of ASTHO. Any attempted assignment or subcontracting in violation of this provision shall be void.

10. Review and Coordination

To ensure adequate review and evaluation of the Services and Work, and proper coordination among interested parties, ASTHO shall be kept fully informed concerning the progress of the Work and Services to be performed

Requisition #1246

SP29-01 Clark County Coroner

hereunder, and, further, ASTHO may require the Contractor to meet with designated officials of ASTHO from time to time to review the same.

11. Inspection of Work

The Contractor shall comply with any request to make the Work available, in its then current status, to authorized representatives of ASTHO and/or of any Concerned Funding Agency for inspection and review in order to assess compliance with, and progress toward completion of, the Agreement. The Contractor shall fully cooperate in any such inspection and review.

12. Confidential Information

Any information regarding ASTHO that is not generally publicly known or available, whether or not such information would constitute a trade secret under statutory or common law, that is disclosed to or discovered by the Contractor during the course of the Agreement (hereinafter, "Confidential Information") shall be considered confidential and proprietary to ASTHO, and the Contractor shall maintain all Confidential Information in confidence; shall employ reasonable efforts to ensure the security of the Confidential Information; and shall not disclose the Confidential Information to any third party or use the Confidential Information except as necessary to perform the Services or produce the Work.

Should the Contractor receive a subpoena directing disclosure of any Confidential Information, the Contractor shall immediately inform ASTHO and cooperate fully with ASTHO in responding to the subpoena.

13. Financial Record Keeping and Inspection

The Contractor warrants that it shall, during the term of the Agreement and for a period of three (3) years following the date of submission of the final expenditure report, maintain accurate and complete financial records, including accounts, books, and other records related to charges, costs, disbursements, and expenses, in accordance with generally accepted accounting principles and practices, consistently applied. ASTHO, directly or through its authorized agents, auditors or other independent accounting firm, at its own expense, and the Concerned Funding Agency directly or through its duly authorized representatives, shall have the right, from time to time, upon at least ten (10) days' notice, to audit, inspect, and copy the Contractor's records. The Contractor shall fully cooperate, including by making available such of its personnel, records, and facilities as are reasonably requested by ASTHO or the Concerned Funding Agency. This Section shall remain in force during the term of the Agreement and for the three (3) years following the termination or expiration of the Agreement. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Contractor agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later.

The Contractor further acknowledges and agrees that in the event the Contractor has expenditures of \$1,000,000 or more in total federal awards, including this Agreement, Contractor shall be subject to audit by the federal government as provided for under OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Omni Circular). Contractor further agrees to cooperate and to promptly furnish any requested information in the course of any audit of ASTHO by the federal government under the Omni Circular.

14. Remedies

The Contractor acknowledges that monetary damages alone will not adequately compensate ASTHO in the event of a breach by the Contractor of the restrictions imposed and set forth in Sections 12 and 13, and therefore the Contractor hereby agrees that in addition to all remedies available to ASTHO at law or in equity, including, any applicable State trade secrets law, ASTHO shall be entitled to interim restraints and permanent injunctive relief for enforcement thereof, and to an accounting and payment of all receipts realized by the Contractor as a result of such breach.

15. Allowable Costs

Allowable costs shall be determined in accordance with the Omni Circular as well as by the terms of the agreement between ASTHO and the Concerned Funding Agency, and any rules of, or guidelines issued by, the Concerned Funding Agency. The Contractor is responsible for reimbursing ASTHO in a timely and prompt manner for any payment made under this subcontract, which is subsequently determined to be unallowable by ASTHO, the Concerned Funding Agency, or other appropriate Federal or State officials.

Requisition #1246

SP29-01 Clark County Coroner

16. Concerned Funding Agency

The Contractor shall comply with all rules, regulations, policies, and requirements of the Concerned Funding Agency applicable to agreements such as this Agreement. Without limiting the foregoing, when the Concerned Federal Agency is HHS, these shall include in particular: the HHS Grants Policy Statement; **the salary rate limitation prohibiting HHS funds from being used to pay the direct salary of an individual at a rate in excess of the federal Executive Schedule Level II (see table below)**; and the prohibition on utilizing HHS funds in connection with federal lobbying activity funds (45 CFR Part 93).

Executive Level II Salary Rates	
January 1, 2023 – September 30, 2023	\$212,100
January 1, 2024 – September 30, 2024	\$221,900
January 1, 2025 – September 30, 2025	\$225,700

Contractor confirms that it has disclosed to the Concerned Funding Agency in writing and on a timely basis (a) any potential conflict of interest in accordance with applicable Agency policy; and (2) all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

This Agreement is subject to the terms of any agreement between ASTHO and a Concerned Funding Agency and in particular may be terminated by ASTHO without penalty or further obligation if the Concerned Funding Agency terminates, suspends, or materially reduces its funding for any reason. Additionally, the payment obligations of ASTHO under this Agreement are subject to the timely fulfillment by Concerned Funding Agency of its funding obligations to ASTHO.

17. Flow-down Provisions

The Contractor agrees to assume, as to ASTHO, the same obligations and responsibilities that ASTHO assumes toward the Concerned Funding Agency under those Federal Acquisition Regulations (FAR), if any, and applicable Concerned Funding Agency acquisition regulations, if any, that are mandated by their own terms or other law or regulation to flow-down to subcontractors or subgrantees, and therefore the Agreement incorporates by reference, and the Contractor is subject to, all such mandatory flow-down clauses. Such clauses, however, shall not be construed as bestowing any rights or privileges on the Contractor beyond what is allowed by or provided for in the Agreement, or as limiting any rights or privileges of ASTHO otherwise allowed by or provided for in the Agreement. The Contractor also agrees to flow-down these same provisions to any lower-tier subcontractors.

This Agreement incorporates one or more FAR clauses by reference, with the same force and effect as if they were given in full context. The incorporation of the FAR clauses applies only to the grant funding identified in this Agreement.

18. Term and Termination

The Agreement shall be for such term as is set forth in the Agreement. The Agreement may be terminated by ASTHO prior to the end of any term on fifteen (15) days written notice.

In addition, this Agreement may be terminated by either party on written notice should the other party: (a) fail to cure a material breach within ten (10) days of delivery of written notice; (b) become insolvent; (c) be the subject of a bankruptcy filing; or (d) cease doing business.

If the Agreement is an incentive-based fixed price agreement in which payment is due to the Contractor for the submission of the signed agreement, and whereas the Contractor initiates an early termination of the Agreement for any reason, ASTHO reserves the right to withhold the incentive payment. If the incentive payment is issued prior to an early termination of the Agreement by the Contractor, the Contractor must promptly return to ASTHO the full amount of the incentive payment.

All contracts in excess of the small purchase threshold fixed at 41 U.S.C.403(11) (currently \$250,000) shall contain suitable provisions for termination by ASTHO, including the manner by which termination shall be effected and the basis for settlement. In addition, such contracts shall describe the conditions under which the contract may be terminated for default, including termination of the award for failure of the Contractor to meet the outcomes/goals as

Requisition #1246

SP29-01 Clark County Coroner

indicated in their scope of work (SOW) or workplans, as well as conditions where the contract may be terminated due to circumstances beyond the control of the Contractor.

Upon termination, the Contractor shall deliver to ASTHO: all Work, whether in final or draft form, that has been produced as of the date of termination; all Confidential Information; and any materials or items previously provided to the Contractor by ASTHO. Upon receipt thereof by ASTHO, the Contractor shall be paid for work performed, through the date of termination, excluding any incentive payment(s) due for the submission of the signed agreement.

In all instances of terminations, the Contractor shall use best efforts to not incur new costs and expenses after the notice of termination and shall cancel as many outstanding obligations as possible.

19. Indemnification

Should one party (the "Indemnified Party") incur or suffer any liability, damage, or expense, including reasonable attorney's fees, in connection with the defense of a legal proceeding brought by a third party arising out of the negligent or other wrongful actions of the other party (the "Indemnifying Party"), then the Indemnifying Party shall indemnify and hold harmless the Indemnified Party for such liability, damage, or expense. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually obligating itself to provide indemnification, this Section shall be void.

20. Special Damages

Neither party shall be liable to the other for consequential or indirect damages, including lost profits, or for punitive damages, arising from breach of the Agreement.

21. Limitation of Liability

Notwithstanding any other provision of the Agreement, under no circumstances shall the liability of ASTHO to the Contractor exceed the total amount of compensation to be paid to the Contractor.

22. Insurance

The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of coverage in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Agreement, in respect of death or personal injury, or loss of or damage to property. The Contractor shall produce to ASTHO, on request, copies of all insurance policies referred to in this condition or other evidence confirming the existence and extent of the coverage given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually obligating itself to obtain insurance coverage as required above, this Section shall be void.

23. Governing Law; Forum Selection.

This contract is deemed made in the Commonwealth of Virginia and shall be governed by, subject to, and construed in accordance with the laws of the Commonwealth of Virginia (without giving effect to its conflict of law rules). All actions, suits, or proceedings between the parties hereto with respect to the Agreement shall be litigated in the State or federal courts located in the Commonwealth of Virginia. Notwithstanding the foregoing, **in the event the Contractor is prohibited by law** from contractually designating the law of any other State as being controlling, then this Agreement shall be governed by, subject to, and construed in accordance with the laws of the State of residence of the Contractor, and the forum selection provision shall be void.

24. Waiver

No failure or delay by either party to exercise any right, power or remedy will operate as a waiver of the same, nor will any partial exercise preclude any further exercise of the same or some other right, power or remedy.

25. Entire Agreement

The Agreement constitutes the entire agreement between the parties relating to the subject matter of the contract. The Agreement supersedes all prior negotiations, representations, and undertakings, whether written or oral.

Requisition #1246

SP29-01 Clark County Coroner

26. Modification

The Agreement may not be modified except by further written agreement signed by the parties. The parties may enter into a change letter that modifies any aspect of the Agreement or any Addendum or Attachment, including the Scope or Services, rather than issuing a new version of the affected document.

27. Severability

If for any reason any part of the Agreement is held to be unenforceable, illegal, or invalid, that unenforceability, illegality or invalidity will not affect any other provisions, which will continue in full force and effect.

28. Successors and Assigns

The Agreement shall be binding on the parties' respective successors, heirs, and permitted assigns.

29. Survival

Those provisions that logically would survive termination or that impose requirements beyond the stated term, and this Section 29, shall survive termination of the Agreement.

30. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. Specifically, no employee of Contractor may be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to those federal employees and other persons listed in 41 U.S.C. 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (FAR).

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold (*currently \$250,000*) as described in section 2.101 of FAR.

31. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS).

Consistent with 45 CFR 75.113, Contractor must disclose in a timely manner, in writing to ASTHO, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.

32. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by **Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company** (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director

Requisition #1246

SP29-01 Clark County Coroner

of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

33. Domestic Preferences for Procurement - “Maximizing Use of American-Made Goods, Products, and Materials (E.O. 13881):” Executive Order 13881 promotes the Buy American Act, 41 U.S.C. §§ 8301-8305, proposing the policy of the United States to buy American and to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The proposed rule revives heightened restrictions for commercially available-off-the-shelf (“COTS”) products. The Buy American Act (“BAA”) restricts the country of origin of goods bought by the U.S. government, requiring the purchase of “manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced, or manufactured, in the United States.” 41 U.S.C. § 8302(a). Numerous exceptions are available, however, allowing the government to purchase foreign-made products in many situations, particularly where a domestic alternative is not available or is too expensive. It is this last exception at which the new proposed rule takes particular aim.

Under the current FAR rules (particularly Subparts 25.1, 25.2, and 25.5), a domestic end product is one where: (1) the end-product is manufactured in the United States, and (2) more than 50 percent of the cost of all component parts are manufactured in the United States. FAR 25.101. The agencies anticipated to be impacted by this executive order include the Departments of Defense and Commerce, the National Aeronautics and Space Administration, the General Services Administration, and the Executive Office of the President. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

SCOPE OF WORK

A. General Description of Engagement

The Clark County Office of the Coroner/Medical Examiner (“the sub-awardee”) will participate in the Medical Examiner and Coroner Data Modernization Activities project with the aim of participating in an interoperability project that will focus on exploring, testing, and innovating FHIR standards and interoperability between medicolegal death investigation (MDI) case management system (CMS) and data exchange vendors.

As part of this work, the sub-awardee will be responsible for identifying a project team, generating a site-specific interoperability project plan, developing and implementing data workflows to support interoperability between MDI CMS and data exchange vendors, participating in virtual test events/Connectathons and technical assistance activities, attending virtual meetings/MDI webinars with data modernization partners, conducting project evaluation efforts, and providing input and feedback on capacity-building/technical products to support MEC offices and their partners in advancing FHIR-based interoperability efforts. ASTHO and its partners at the Centers for Disease Control and Prevention (CDC), the CDC Foundation (CDCF), Georgia Tech Research Institute (GTRI), and other subject matter experts (SMEs), will collaborate to support the sub-awardee to advance their efforts.

B. Textual Description of Key Tasks

1. **Project planning activities:** Members of the project team described herein and identified in project planning documents will work collaboratively, with the support of ASTHO, CDCF, and GTRI to scope and plan interoperability project activities aimed at advancing the implementation of FHIR standards and data sharing between the MDI CMS and data exchange vendor. Discrete project planning activities will involve:
 - a. **Identification of a project team:** Project team (“the team”) members will represent key roles from the participating MEC office, that may include the medical examiner/coroner, informaticians, information technology (IT), and/or legal SME as needed. As you build your project team, we suggest following the ‘Guidelines for Creating a FHIR-Ready Organization,’ as found in the [*Public Health FHIR Implementation Collaborative’s Public Health FHIR Playbook*](#).
 - There should be at least one representative from the MEC office, the data sharing partner, the MDI CMS vendor, and the data exchange vendor.
 - b. Develop an **interoperability project plan** outlining project goal, scope, use cases, and a **data workflow** (includes synthetic decedent and death information) that supports FHIR interoperability between MDI CMS and the data exchange vendor. The team may develop a new workflow or leverage an existing workflow from the MDI Connect Community.
 - c. Develop **pre- and post-project metrics** (e.g., time spent, dollars saved, quality improved, etc.) to support the assessment of the project’s overall performance, effectiveness, and impact. Topic areas we are interested in evaluating over the course of the project’s period of performance are:
 - How many hours of staff time are required each week to complete tasks specific to your project? (e.g., cremation certification, toxicology report reviews, etc.).
 - How many times, in a typical work week, do people ask for information or contact someone related to this project?
 - How many tasks are specific to the project in your backlog?/ How long will/does it take to complete them?

Requisition #1246

SP29-01 Clark County Coroner

- We are also interested in other progress measures the team is currently tracking or plans to track that are specific to the project.
 - d. Share and consider feedback from ASTHO on the **IT scope of work** for the data exchange vendor and MDI CMS vendor. Vendor technical expectations:
 - All vendors must implement FHIR for data exchange that conforms to the following Implementation Guides (IGs):
 1. **MDI FHIR IG (January 2025 Ballot Version)**
 2. **Ancestor FHIR IGs** that the MDI FHIR IG inherits, such as VRDR and VRCL.
 - For any data exchanged between the MDI CMS and its vendor partner that are not supported by the MDI FHIR IG profiles (referred to as the "Data Gap"), data mapping must be performed. The mapping must adhere to the MDI FHIR IG data structure.
 - FHIR data produced by vendors (both MDI CMS and data-exchanging vendors) must undergo validation.
 - MDI CMS and data-exchanging vendors must demonstrate that their data exchanges occur over a secure link, using proper authentication/authorization methods (e.g., OAuth2).
2. **Participate in Test events/Connectathons and technical support meetings:** The team shall:
- a. **Participate in two (2) project-related virtual test events/Connectathons** hosted by ASTHO, CDCF, and GTRI. These events will have the aims of: A) testing the workflows developed using the MDI FHIR implementation guide (IG) to support data sharing between MDI CMS and data exchange vendor, B) support peer-to-peer learning between member MEC offices in the cohort, and C) discuss applicable lessons learned and any needed changes to the FHIR implementation guide (IG).
 - Test event/Connectathon related milestones will be determined by the team and GTRI. Example milestones may include:
 1. All data to be exchanged are covered by MDI FHIR IG profiles. Additional data from the "Data Gap" is successfully mapped to FHIR.
 2. All produced FHIR data, including newly mapped data, are validated against the MDI FHIR IG.
 3. Data exchanges via the API are successful and secure, with FHIR implemented correctly.
 4. A technical report detailing lessons learned and any shareable/reusable artifacts.
 - b. Attend **weekly virtual test event prep calls** with GTRI, CDCF, and other SMEs. These calls will help plan for and level-set the team leading up to, between, and after the virtual test events/Connectathons.
 - Note: Not all members of the team will need to attend every technical assistance call. Attendance will be determined based on the week's topic area and project needs.
 - c. For purposes of deliverables tracking and invoicing, this task shall be divided into two components, one for each test event/Connectathon and their associated preparatory technical support meetings.
3. **Participation in project check-ins, data modernization partner meetings, and evaluation:** The team shall participate in at least two (2) virtual data modernization partner meetings (approx. 60 minutes) that ASTHO will convene to discuss priority topics such as challenges and

Requisition #1246

SP29-01 Clark County Coroner

opportunities in advancing MDI data exchange; developing and refining FHIR implementation guide updates; MEC modernization priorities; and/or MDI Connect community updates. The team will engage regularly with ASTHO staff through project check-ins and will also participate in ASTHO-led evaluation activities and sharing lessons learned.

4. **Providing input on capacity-building/technical products:** ASTHO, with support from CDC, GTRI, and Lantana Consulting Group, will generate capacity building and/or technical products to support MEC offices and data exchange partners in advancing FHIR-based interoperability efforts between their MDI CMS and data exchange vendors. These materials will be informed by findings from interoperability project activities, Connectathons/Test events, and meetings with data modernization partners that may take the form of one-pagers, infographics, FHIR-related technical documents, etc. To ensure these resources reflect the experiences of and best practices realized by the MEC community, which in turn informs the HL7 FHIR IG, ASTHO will seek the team's input on the design and development of these resources and may request iterative feedback on draft forms of this content as it is created.

C. Summary Table of Tasks, Deliverables, and Due Dates

TASK	DELIVERABLE	DUE DATE
1	Develop interoperability project plan <ol style="list-style-type: none"> a) Identification of a project team. b) Develop a project plan outlining project goal, scope, use cases, and a data workflow that supports FHIR interoperability between MDI CMS and the data exchange vendor. c) Develop pre- and post- project metrics. d) Share and consider feedback from ASTHO on the IT scope of work for the data exchange vendor and MDI CMS vendor. 	April 30, 2025
2a	Participation in project-related test events/Connectathons <ol style="list-style-type: none"> a) Participate in first project-related virtual test events/Connectathons hosted by ASTHO and CDCF. b) Attend weekly virtual test event prep calls with GTRI and other SMEs. 	April 30, 2025
2b	Participation in project-related test events/Connectathons <ol style="list-style-type: none"> a) Participate in second project-related virtual test events/Connectathons hosted by ASTHO and CDCF. b) Attend weekly virtual test event prep calls with GTRI and other SMEs. 	June 30, 2025
3	Participation in project check-ins, data modernization partner meetings, and evaluation: The team shall participate in at least two (2) virtual data modernization partner meetings (approx. 60 minutes), regularly scheduled project check-ins, and in ASTHO-led evaluation activities and sharing lessons learned.	July 31, 2025
4	Providing input/feedback on capacity-building/technical products: ASTHO will generate capacity building and/or technical products to support MEC offices and data exchange partners in advancing FHIR-based interoperability efforts between their MDI CMS and data exchange vendors that will be informed from the project-related activities.	July 31, 2025

Requisition #1246

SP29-01 Clark County Coroner

D. Compensation and Reporting Requirements

Sub-awardee shall be compensated by payment of the **fixed sum of \$80,000** for the performance of Sub-awardee's obligations in conformance with this Agreement. This amount includes all expenses incurred in the performance of this Agreement. This amount shall be paid for work that has been judged acceptable by ASTHO according to the following schedule:

- a. \$20,000 upon completion of Task 1;
- b. \$25,000 upon completion of Task 2a;
- c. \$15,000 upon completion of Task 2b;
- d. \$10,000 upon completion of Task 3;
- e. \$10,000 upon completion of Task 4 and all work.

Sub-awardee must submit invoices to the program contact listed on page two of this agreement and send an electronic copy to AccountsPayable@astho.org to receive payment. The invoice should reference: "Requisition #1246 – Project SP29-01" that will be attached and shall describe in detail the task(s) completed, along with the Purchase Order number detailed in the separate PDF attachment that will be sent along with the fully executed agreement. Sub-awardee shall submit an invoice within 30 days of completion of the task.

ASTHO will review the invoice and pay the Sub-awardee for work that has been judged acceptable. ASTHO maintains the right to withhold payment, as a result of work determined at its sole discretion to be incomplete, late, or that does not meet the content expectations that ASTHO has shared with Sub-awardee either verbally or in writing. **Sub-awardee must submit final invoice within 30 days of contract end date, no later than August 29, 2025, to receive payment.** Payment of the final invoice will not be made until all work has been completed and has been judged acceptable by ASTHO. Failure to provide a timely invoice(s) may result in non-payment of expenses for completed work or deliverables **due to grant close-out**. Invoice(s) will be paid within 30 days of receipt at ASTHO.

Reporting Requirements:

Sub-awardee will join regular check-in meetings on a frequency to be determined jointly with ASTHO. Invoices will be accompanied by a project progress report that will contain measures to be determined jointly with the project team.

E. Key Personnel

The active participation of the following person(s) designated by the Contractor/Agency is a material condition of this agreement:

N/A

Requisition #1246

SP29-01 Clark County Coroner

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION****This form must be signed and submitted along with the signed contract.**

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Contractor and any subcontractors.

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - b) Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
 - d) Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to ASTHO.

Name of Contractor: Clark County CoronerSignature: Melanie Rouse Date: 4/17/2025Printed Name and Title of Signer: Melanie Rouse, Coroner/Department Director

Requisition #1246

SP29-01 Clark County Coroner

FEDERAL SUBRECIPIENT ADDENDUM

The Contractor's status as a "Sub-recipient" as that term is defined in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200 ("Omni Circular") imposes additional disclosure and reporting requirements on both ASTHO and the Contractor.

1. General Information:

- A) CFDA Title: Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health
- B) CFDA Number: 93.421
- C) Unique Entity ID No. JTQBLAE9J35 (Contractor to Complete)
- D) DUNS Number (9 digits): 088465716 (Contractor to Complete)
- E) NAICS Code: 921990 (Contractor to complete)
- F) Zip + 4 of address where work will be completed 89106-4102 (Contractor to complete)
- G) Congressional district: 04 (Contractor to complete)
- H) Award Name: Medical Examiner and Coroner Data Modernization Activities
- I) Award Number: 6 NU38PW000018-01-03
- J) Award Date: 09/20/2024
- K) Federal Agency Name: DHHS/Centers for Disease Control and Prevention
- L) Period of Performance: 08/01/2024 – 07/31/2025
- M) Sub-recipient Name: Clark County Coroner
- N) Pass-Through Entity: Association of State and Territorial Health Officials (ASTHO)
- O) Amount of Federal Funds Obligated: \$1,000,000
- P) Total Amount of Federal Funds Obligated to Sub-recipient: \$80,000
- Q) Total Amount of Federal Award: \$27,932,241
- R) R&D ☐ [Y] ☒ [N]
- S) ASTHO Indirect Cost Rate: 22.20%

2. The following requirements must be complied with:

- A) Federal Laws and Regulations: US Department of Health and Human Services Grants Policy Statement; Office of Management and Budget Omni Circular; 45 CFR Part 92 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments; 48 CFR Part 352-- Contract Clauses; 48 CFR §331.101-70 – Salary rate limitation; 45 CFR Part 93 – Restrictions on lobbying; the Federal Funding Accountability and Transparency Act and Federal statutes generally applicable to public contracts, including with respect to equal opportunity and civil rights.
- B) Contract or Grant Agreement

Requisition #1246

SP29-01 Clark County Coroner

3. Contractor shall have an active System for Award Management (SAM) registration, formerly Central Contractor Registry (CCR).

4. Contractor shall allow ASTHO to monitor activities to ensure use of the funds complies with the authorized purposes in compliance with Federal laws, regulations and the provisions of contracts or grant agreements and that performance goals are achieved.

5. Contractor shall meet the Omni Circular audit requirements within 120 days of Contractor's fiscal year.

6. If Contractor, in its preceding completed fiscal year, received (a) 80 percent or more of its annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (b) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements, then Contractor hereby reports the names and compensation of its five most highly compensated officers below. [Note: This compensation information need not be reported here if it is otherwise publicly available through periodic reports filed under the Securities Exchange Act (15 U.S.C. §78m(a), §78o(d)) or the Internal Revenue Code (26 U.S.C. §6104). If that is the case, please check here: _____.]

Name:

Compensation:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____