

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

FEDERAL CONTRACTOR AGREEMENT

<u>Contractor Name:</u>	Clark County Office of the Coroner/Medical Examiner (CCOCME)
<u>Agreement Number:</u>	6695
<u>Fund Program Number:</u>	41239
<u>Project Name:</u>	Medical Examiner and Coroner Data Modernization Implementer's Group
<u>Term:</u>	10/15/2023 – 06/30/2024
<u>Maximum Payable Amount:</u>	\$92,556

This Agreement (the "Agreement") is entered into on **October 15, 2023** ("Effective Date") by and between Clark County Office of the Coroner/Medical Examiner (CCOCME), ("Contractor") and National Foundation for the Centers for Disease Control and Prevention, Inc. ("CDC Foundation").

WHEREAS, the CDC Foundation was established by P.L 102 - 531, 42 U.S.C. § 280e-11, to carry out activities for the prevention and control of diseases, disorders, injuries, and disabilities, and for promotion of public health; and

WHEREAS, the CDC Foundation issued a Request for Applications (RFA) titled Medicolegal Death Investigation FHIR Implementation Collaborative (MDI FIC) Cohort 2 pursuant to the Prime award seeking Contractor to work collaboratively with other MDI offices, data sharing partners and FHIR subject matter experts to pilot the use of FHIR to improve the efficiency of data transmission between MDI offices and other data sharing partners; and

WHEREAS, Contractor represents it possesses the requisite experience and expertise to provide CDC Foundation with the services it requires, as a Contractor and on a non-exclusive basis; and

WHEREAS, the CDC Foundation selected the Contractor for funding through a competitive solicitation and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CDC Foundation and Contractor hereby agree to the following terms, conditions, standards, and provisions of the contract as follows:

AGREEMENT:

ARTICLE 1 RELATIONSHIP

1.1 **Term.** Unless otherwise terminated as provided herein, the "Term" of this Agreement will commence on the Effective Date and end on **June 30, 2024** ("Termination Date"). All Services (as defined in Section 2.1 below) must be completed by the Termination Date.

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

1.2 **Relationship.** It is expressly understood that Contractor is not an employee or agent of the CDC Foundation or a federal employee but is an independent contractor to the CDC Foundation. Contractor may not exercise administrative or managerial control over any federal employee or employee of the CDC Foundation. It is expressly understood that Contractor and/or any person performing Services under this Agreement is not eligible to participate as the primary beneficiary in health insurance, life insurance, retirement, and sick and annual leave programs of the CDC Foundation.

1.3 **Taxes.** Contractor understands and agrees that it will be treated as an independent contractor. CDC Foundation is not responsible for payment of any taxes on behalf of Contractor.

1.4 **Contractor's Regular Business Expenses.** Contractor is responsible for all expenses incurred by it in connection with the performance of its obligations under this Agreement, including but not limited to, all payroll expenses for its employees; insurance premiums, licenses, fees and permits; all costs and expenses associated with establishing and maintaining its place of business; and any and all taxes, duties, tariffs or charges which may be imposed on Contractor by any governmental agency or entity. Due to the sensitive and highly technical nature of Contractor's Services, where required by the Project, CDC Foundation may furnish facilities, materials, equipment, and other support required.

1.5 **Non-Exclusive Relationship.** Contractor's relationship with CDC Foundation is non-exclusive and Contractor may perform services for other entities, so long as such actions do not unduly interfere with Contractor's ability to satisfy its obligations hereunder. CDC Foundation may also retain the services of other entities or individuals to provide the same or comparable services to those provided by Contractor during the term of this Agreement.

ARTICLE 2 SERVICES & OBLIGATIONS

2.1 **Services.** Contractor is responsible for performing the Services listed in Attachment 2: Scope of Services (the "Scope of Services").

2.2 **Performance of Services.** Contractor represents and warrants that all Services shall be performed: (a) in a diligent, efficient and trustworthy manner; (b) for the purpose of advancing and improving the purpose and mission of CDC and the CDC Foundation; (c) consistent with the highest professional standards in the field; and (d) that it possesses the necessary skills, qualifications, education, and/or licenses required to perform the Services in a competent manner. Contractor represents and warrants that it will, in the performance of this Agreement, comply with all applicable federal, state, and local laws, rules, regulations, orders, and ordinances including those pertaining to 42 U.S.C. § 289 and 45 C.F.R. part 46. Except to the extent necessary to effectuate the underlying purposes of this Agreement, and in order to satisfy any applicable legal requirements, CDC Foundation shall have no control over Contractor, nor the right to supervise or direct Contractor's activities. Contractor will determine the methods, details, and means of performing the Services.

2.3 **Reporting.** Contractor may be required to submit progress reports and may be required to submit financial reports to the CDC Foundation to indicate progress toward accomplishment of program outputs and the use of any funds advanced to it under the Agreement (the "Reports"). Where Financial reports are required, such Reports shall include budgeted and actual costs. See Attachment 1 for applicable reporting schedule.

2.4 **Records.** Contractor agrees to maintain books and records ("Records") in sufficient detail to properly reflect all work done and results achieved in the performance of the Services for a period of no less than seven (7) years. At any time before or after final payment under this Agreement, except where

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

limited by law, the CDC Foundation may request, and Contractor agrees to allow examination of the Records to the extent necessary to substantiate the performance of its obligations under this Agreement and applicable law. Any such examination will be conducted at reasonable times and upon reasonable notice.

2.5 Monitoring. Contractor shall ensure its performance is compliant with the terms of this Agreement, and agrees to monitor its contractors and employees, who are paid from funds provided under this Agreement, to ensure that time and effort schedules are captured, deliverables and scope of work activities and objectives are accomplished within the specified time periods, and other performance goals are achieved.

Monitoring procedures may include, but are not limited to, on-site visits by CDC Foundation staff, limited scope audits, desk audits, and/or other procedures. The Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the CDC Foundation. In addition, the CDC Foundation may monitor the performance and fiscal management by the Contractor throughout the Term to ensure timely completion of all tasks.

2.6 Time & Effort Reporting. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. Pursuant to 2 CFR §225, Contractors and their employees whose salaries or stipends are paid with 100% federal funds agree to work solely on activities related to this Agreement. All employees must keep accurate records of their time and activities for the duration of the project and agree to immediately report any activities assigned outside of the scope of this Agreement to the CDC Foundation.

2.7 Assignment. Contractor may not assign or delegate any rights, obligations, or duties under this Agreement without first obtaining CDC Foundation's written approval.

2.8 Research. Contractor agrees that this award will not be used for research and development purposes as defined in 45 CFR 46.102(I).

2.9 Ethical and Procedural Standards. Contractor shall at all times act in accordance with the professional and ethical rules of the applicable industry and shall adhere to ethical standards required of it by virtue of the professional nature of its business.

2.10 Confidentiality. To comply with the applicable provisions of federal law and the Centers for Disease Control and Prevention (CDC) confidentiality policies allowing access to CDC records for the purpose of conducting epidemiologic studies or other public health activities, CDC Foundation Contractors shall comply with the following provisions:

- 2.10.1 That while providing Services under the Agreement, Contractor will have access to certain Confidential Information in order to carry out recipient obligations, including information that may identify individuals and/or companies or establishments. In addition to personally identifiable information regarding individuals and/or companies or establishments, "Confidential Information" also means all non-public information of a competitively sensitive nature concerning CDC and CDC Foundation, including any non-public information (whether in writing, or retained as mental impressions) concerning the Agreement; research and development; operational costs and processes; pricing, cost or profit factors; quality programs; annual and long-range business plans; marketing plans and methods; customers or suppliers; donors; contracts and bids; and personnel. "Confidential Information" may also constitute a trade secret under applicable law. Contractor acknowledges that Confidential Information may be contained in various media, including, without limitation, computer programs, flow charts, manuals, plans, drawings, designs, technical specifications, notebooks, donor and prospective donor lists, internal financial data and other documents, surveillance,

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

data and publications under development, and records of the CDC or the CDC Foundation. Contractor recognizes that Confidential Information includes ways of doing business which may be generally known but whose use by the CDC Foundation is not generally known. Confidential Information includes information generated by CDC and/or the CDC Foundation, or information provided to CDC and/or the CDC Foundation by other entities or individuals.

2.10.1.1 Exclusions. Information of CDC or of the CDC Foundation is not Confidential Information if (i) it is already or becomes, known to the public other than as a result of any act or omission of Contractor; (ii) it is lawfully received from a third party having the right to disseminate the information without restriction on disclosure; or (iii) it is voluntarily furnished to others by CDC or the CDC Foundation without restriction on disclosure.

2.10.2 Non-Disclosure. During the Term of the Agreement and thereafter, Contractor will not disclose, reveal, or transfer (directly or indirectly) any Confidential Information to any person or entity who is not specifically authorized by CDC or the CDC Foundation to receive it (hereinafter "Disclose"), and Contractor will not use the Confidential Information for any purpose other than that for which it was provided to Contractor, without the express written consent of the CDC Foundation, and that Contractor will only use the Confidential Information for the fulfillment of their obligations under the Agreement. Contractor will use its best efforts to safeguard the Confidential Information and protect it against disclosure, misuse, espionage, loss and theft. Contractor acknowledges that all Confidential Information, whether or not in writing and whether or not labeled or identified as confidential or proprietary, is and shall remain the exclusive property of CDC or the CDC Foundation or the third party providing such information to Contractor or CDC or the CDC Foundation.

2.10.2.1 Unauthorized Disclosures. Notwithstanding anything to the contrary, to the extent Contractor has access to trade secrets or confidential business information, Contractor will abide by Health and Human Services (HHS) regulations and the applicable provisions of the Freedom of Information Act regarding subsequent disclosure of such information. Any unauthorized disclosure of this information, in any form, including in published or unpublished reports, may subject Contractor to criminal prosecution under the Federal Trade Secrets Act, 10 U.S.C. § 1905.

2.10.2.2 Required Disclosures. If Contractor is legally required to disclose Confidential Information by law, public records law, or pursuant to the order of a court or a governmental agency, Contractor shall, unless legally prohibited, immediately notify the CDC and the CDC Foundation of such disclosure. Such required disclosures shall not constitute a breach of this Agreement.

2.10.3 Personally Identifiable Information. Contractor agrees not to publish any personally identifiable information obtained from CDC and/or the CDC Foundation, in any publicly available document, including, but not limited to, reports or manuscripts. Moreover, Contractor will notify CDC and the CDC Foundation of any efforts to use or obtain personally identifiable information for purposes other than research or for other public health activities.

2.10.4 Standard of Care. Contractor will: (i) to protect any and all Confidential Information from unauthorized use or disclosure with at least the same degree of care such Contractor uses to protect its own confidential information of a similar nature; (ii) to not copy or reproduce any Confidential Information in any form, except to the extent contemplated by this Agreement; (iii) not to disclose to or otherwise permit any third person or entity access to any Confidential Information except with prior written consent of CDC or the CDC Foundation; (iv) to adhere to the administrative, technical, and physical safeguards that are in place to prevent unauthorized use or disclosure of the records; and (v) to take any and all steps necessary to safeguard Confidential Information against unauthorized access or disclosure. Contractor agrees, to assist CDC and the CDC Foundation in identifying any access, disclosure, or use of Confidential Information in a manner inconsistent with the

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

provisions of this Agreement, by informing CDC Foundation of all individuals or entities to whom Confidential Information has been disclosed or been afforded access to.

- 2.10.5 **Termination.** Upon termination of the Agreement, Contractor agrees to voluntarily surrender all Confidential Information of CDC or the CDC Foundation in Contractor's possession, custody, or control including, without limitation, any originals, drafts, copies, or other non-originals.

2.11

Indemnification. Contractor shall indemnify and hold CDC, CDC Foundation, and their officers, directors, employees, and agents harmless from any and all third-party claims, demands, torts, actions, suits, causes of action, obligations, controversies, debts, costs, expenses, accounts, damages, losses and liabilities of any kind or nature whatsoever, including property damage and bodily injury to Contractor's agents, representatives and employees, whether at law or in equity, including attorneys' fees, witness fees and other legal costs and expenses arising directly or indirectly from Contractor's actions taken in connection with this Agreement, failures to act, the violation of any laws, rules, or regulations, or the breach of any obligation or duty assumed by Contractor under this Agreement. CDC Foundation shall have the right to approve defense counsel. CDC Foundation shall have the right to direct the settlement of any such claim or suit. Contractor may not settle any potential suit hereunder without CDC Foundation's prior written approval. If Contractor fails to promptly indemnify and defend a covered claim, CDC Foundation shall have the right to defend itself, and in such case, Contractor shall promptly reimburse CDC Foundation for all of CDC Foundation's associated costs and expenses.

2.12 **Work Product Ownership.** The CDC Foundation shall have exclusive title to and use of all copyrights, patents, trade secrets, or other intellectual property rights associated with any procedures, work-flow methods, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, articles, papers, or other works of authorship developed, provided, or created by Contractor during the course of performing Services pursuant to this Agreement (collectively "Work Product"). The CDC Foundation shall have the sole right to obtain and to hold in its own name, copyright, patent, trademark, trade secret, and any other registrations, or other such protection as may be appropriate to any Work Product, and any extensions or renewals thereof. All such work made in the course of the work rendered by Contractor pursuant to this Agreement shall, to the extent possible, be deemed "works made for hire" within the meaning of the Copyright Act of 1976, as amended. Contractor hereby expressly disclaims any interest in and to any and all Work Product.

- 2.12.1.1 **License to Contractor.** CDC Foundation hereby grants Contractor a non-exclusive, non-transferable, royalty-free, revocable license to reproduce, publish, copy, modify or create derivative works from the deliverables produced under this Agreement, and provided to Contractor for non-commercial public health purposes only.

- 2.12.1.2 **Pre-Existing IP.** Notwithstanding the foregoing, the parties agree that each party shall continue to own all rights, title and interest (including, without limitation, all copyrights, trade secrets, patents, trademarks, processes, data, methods and any other intellectual property or proprietary rights) relating to its business that existed prior to the Effective Date ("Pre-Existing IP"). No right, title, or interest in or to any of Pre-Existing IP of either party is transferred or assigned to the other Party. Except for the license explicitly granted in this Section 2.12.1.2, neither party grants to the other party any licenses, by implication or otherwise, to any of its Pre-Existing IP. To the extent that Work Product incorporates or contains any Contractor Pre-Existing IP, upon full payment Contractor grants to CDC Foundation a nonexclusive, nontransferable, worldwide, royalty-free, perpetual, irrevocable license to use, maintain, modify, enhance and create derivative works to the extent to use or maintain such Work Products for the CDC Foundation's (and its Affiliates') non-commercial

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

public health purposes and as used in such Work Products and not as a "stand-alone" solution or separately from such Work product in which it is embedded.

2.13 Copyright Interest Provision. The Contractor agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of any final, peer-reviewed manuscripts of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC.

2.14 Required Disclosure for Federal Awardee Performance and Integrity Information System. The Contractor must disclose, in a timely manner in writing to the CDC Foundation and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following email address: MandatoryGranteeDisclosures@oig.hhs.gov (Include "Mandatory Grant Disclosures" in subject line).

2.15 Stipulation Regarding Use of Human Subjects in Research. If the Work will include, in whole or in part, research involving human subjects, then Contractor shall conduct all such research regarding human subjects in accordance with 42 U.S.C. § 289 and 45 C.F.R. part 46, each as amended from time to time. In particular, Contractor will ensure that the rights and welfare of human subjects are protected; that informed consent by all human subjects has been freely given; that the balance between risk and potential benefit involved has been assessed and deemed acceptable; and that Contractor has made appropriate arrangements to eliminate or mitigate the consequences to subjects or their families in the case of death, injury, or illness resulting from the conduct or research relating to this Agreement. Furthermore, Contractor will take reasonable precautions to protect the confidentiality of the information relating to the possible identification of human subjects. Contractor will obtain and provide to the CDC Foundation prior to the commencement of research on human subjects a written certification of ethical review and approval for such human research from the Contractor's Institutional Review Board ("IRB"), which shall conduct the review in accordance with 22 C.F.R. part 225, or from such other qualified ethical review board acceptable to the CDC Foundation.

ARTICLE 3
PAYMENTS

3.1 Project Funds. CDC Foundation will pay the Contractor an amount not to exceed a Maximum Payable Amount (MPA) of **\$92,556.00** pursuant to Attachment 2: Scope of Services and Attachment 3: Budget.

3.2 Structure. Payment for this agreement is made on the basis of costs incurred, deliverables completed, time and materials, and/or firm-fixed price as applicable and as indicated in Attachment 2: Scope of Services. All payments are subject to the availability of funds. In accordance with 2 CFR § 200, the Contractor may receive payment under this Agreement only for allowable costs incurred during the Term.

3.3 Budget. The approved budget and corresponding budget justification for this Agreement (the "Approved Budget") is attached to this Agreement as Attachment 3: Budget and incorporated herein by

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

this reference. No deviation from the Approved Budget is authorized absent the express written approval of the CDC Foundation.

3.4 **Indirect Costs.** Indirect costs may be charged to this Agreement under a cost allocation plan prepared in accordance with 2 CFR part 200, subpart E. Any indirect costs, as defined in 2 CFR part 200, that are included in the Approved Budget are allowable to this project assuming the costs are consistent with the conditions of this Agreement.

3.5 **Extensions to the Term.** Requests for any such extension must be received in writing by the CDC Foundation sixty days prior to the Termination Date. Requests must include: (a) revised termination date, (b) Approved Budget, with estimate of unspent amount to be carried over, and the reasons the expenses could not be incurred in the originally planned period, (c) general description of how the excess funds will be spent if the extension is allowed, and (d) a statement as to whether this request represents a change in the original scope of the Services.

3.6 **Invoice.** Contractor will provide an invoice to the CDC Foundation as directed in Attachment 2: Scope of Services. The CDC Foundation Programmatic contact listed in 5.34 below should also be copied on all emails regarding invoices.

Contractor must maintain support documentation to substantiate expenditures, deliverables and services provided. Contractor must provide access to this documentation for CDC Foundation's review and validation as requested including, but not limited to sample size, frequency and method of submission or access. The CDC Foundation will thoroughly review all invoices, supporting documentation and corresponding deliverables as required.

Once an invoice is approved for payment, CDC Foundation will issue payment to Contractor within 45 days of approval of the invoice and all reporting requirements having been met. In case of a dispute between the CDC Foundation and the Contractor over amounts payable by the CDC Foundation to the Contractor and/or satisfactory progress towards accomplishing the goals of the Contractor, the CDC Foundation may withhold amounts equal to the disputed amount until the parties settle such dispute. Contractor shall continue to perform all of its obligations under this Agreement notwithstanding such dispute.

Contractor will only be reimbursed for expenditures that are (a) within the scope of the approved project, (b) consistent with the approved budget, (c) consistent with the federal cost principals, (d) consistent with any limitations applicable to the prime award, and (e) certified by the Authorized Official and/or Financial Contact as outlined in Section 5.34.

All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Contractor. Additionally, all payments may be questioned at a future date, including for 7 years after the closeout of the subaward, and are subject to repayment by Contractor if found, at a later date, to be unallowable.

3.7 **Final Invoice.** All invoices, including the final invoice, for all Services rendered must be submitted to CDC Foundation no later than one (1) month following the Termination of this Agreement. Failure to timely submit the Invoice, as required by this provision, will result in a full and complete release and waiver of any remaining Project Funds.

3.8 **Receipts.** Contractor is responsible for maintaining receipts for all purchases and expenditures incurred at their agency under this Agreement. Failure to keep and produce proper Records will result in a denial of payment for the corresponding purchase or expenditure.

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

3.9 **Improper Payments.** Any item of expenditure by Contractor under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of the CDC Foundation to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Contractor, shall become Contractor's liability, to be paid by Contractor from funds other than those provided by the CDC Foundation under this Agreement or any other agreements between the CDC Foundation and Contractor. This provision shall survive the expiration or termination of this Agreement.

3.10 **Certification.** As required by 2 CFR § 200.415(a) and U.S. Code, as applicable in order to assure that expenditures are proper and in accordance with the terms and conditions of the Prime Award and Approved Budget, the Reports or invoices requesting payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award.

I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

3.11 **Modifications to Funds.** If the scope of the project increases beyond that contemplated in Attachment 2: Scope of Services, then the Project Funds may be increased as is reasonably agreed between the parties in writing. All requests initiated by the Contractor to modify or redirect funds shall be submitted to the CDC Foundation programmatic contact in writing for prior approval.

3.12 **Designated Currency.** All requests for funds contained in the budget, shall be stated in U.S. dollars. Once an award is made, CDC Foundation will generally not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

3.13 **Wire Transaction Fees.** All wire transaction fees incurred by Contractor are the sole responsibility of Contractor. The CDC Foundation is only responsible for the fees required by the bank to initiate the wire.

ARTICLE 4
TERMINATION

4.1 **Right to Termination.** CDC Foundation may terminate this Agreement without cause or further liability upon fifteen (15) days' written notice to the other Party and either Party may terminate this Agreement immediately in the event of a material default hereunder by the other Party if such default is not cured within 10 days after written notice to the other party.

4.2 **Payment Upon Termination.** The CDC Foundation's sole and exclusive obligation to the Contractor upon termination under this section shall be the payment of unpaid approved and justifiable charges due and payable for Services properly performed up to the effective date of termination. In no event will the CDC Foundation be liable to the Contractor for any anticipated fees or profits on account of a termination under this section.

ARTICLE 5
MISCELLANEOUS PROVISIONS

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

5.1 **Offer Expiration Date.** Contractor must return a countersigned copy of this Agreement to CDC Foundation within 30 business days of signature by CDC Foundation or this offer of Agreement will be considered cancelled.

5.2 **Non-Supplanting.** The Contractor certifies that federal funds will not be used to supplant State, local, or other non-federal funds that would, in the absence of such federal aid, be made available for any such activities as outlined in this Agreement and in Attachment 2: Scope of Services. If a question of supplanting arises, the Contractor will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

5.3 **Limitation of Liability.** In no event shall CDC Foundation be liable to Contractor for consequential, indirect, special, incidental, or similar damages, including without limitation anticipated fees, revenues, or lost profits.

5.4 **Governing Law and Jurisdiction.** This Agreement will be interpreted, applied, and enforced pursuant to the laws of the State of Nevada, including Georgia's statutes of limitation and without regard to its conflict of law principles. Any action to enforce or interpret this Agreement, or arising therefrom, must be brought exclusively in the courts located in Fulton County, Georgia and the parties hereby consent to the exclusive jurisdiction of these courts in any such litigation and waive any claim of forum non conveniens with respect thereto.

5.5 **Attorneys' Fees.** If either Party shall bring any action against another arising out of this Agreement CDC Foundation and Contractor agree that each party will be responsible for its own attorneys' fees and costs.

5.6 **Entire Agreement of the Parties.** This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by both Parties. Any amendments, alterations or modifications to this Agreement must be in writing, signed and approved by all signatories of this Agreement to be effective.

Changes requiring an amendment to the Agreement, include but are not limited to: (1) change in scope of objective of the project; (2) extension to Term; (3) change to Maximum Payable Amount as outlined in section 3.1; and (4) change in the project director/principal investigator, authorized organizational representative, business official, financial director, or other key persons specified in Attachment 3: Budget and/or Section 5.34

5.7 **Acknowledgement of Federal Support.** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Contractor shall clearly state: percentage and dollar amount of the total costs of the program or project funded with federal money; and the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources. A final draft of the document(s) created must be submitted for review and approval to the CDC Foundation prior to print and dissemination.

5.8 **Disclaimer for Training/Meeting/Seminar Materials.** If funds from this Agreement will be used to fund a training/meeting or seminar, wholly or in part, the Contractor must include the below statement on all materials, including promotional materials, agenda and internet sites. A final draft of any materials created must be submitted for review and approval to the CDC Foundation prior to print and dissemination.

Funding for this conference was made possible (in part) by [insert grant or cooperative agreement award number] from the Centers for Disease Control and Prevention. The views expressed in written

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

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.

5.9 **Logo Usage.** The Contractor shall not use the name, logo, likeness, trademarks, image or other intellectual property of the CDC Foundation, CDC, or HHS for any advertising, marketing, endorsement, or any other purposes without the expressed, written consent of an authorized representative of the CDC Foundation.

5.10 **Publications.** Publications, journal articles, etc. produced under this award must bear an acknowledgement of federal assistance using one of the following or a similar statement as listed below. A final draft of the publications created must be submitted for review and approval to the CDC Foundation prior to print and dissemination.

If the HHS Grant or Cooperative Agreement is not funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

The HHS Grant or Cooperative Agreement is partially funded with other non-governmental sources:

This [project/publication/program/website, etc.] [is/was] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by CDC/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

5.11 **Accessibility.** Per Section 508 of the Rehabilitation Act, the Contractor will ensure that all products, platforms, and services intended for public dissemination and delivered as part of this Agreement must be accessible to people with disabilities and conform to the 508 Standards, located at 36 CFR § 1194.1. Standards are available at <https://www.access-board.gov/ict/>.

5.12 **Severability.** If any provision or portion of this Agreement becomes, or is found by any governmental agency or court to be, illegal, unenforceable, invalid, null or void or against public policy, that provision or portion shall be severed from this Agreement and the Agreement shall, to the maximum extent legally permissible be construed such that the legality, validity or enforceability of all other provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

5.13 **Interpretation.** This Agreement shall be construed and interpreted as if drafted jointly by all Parties. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, the ambiguity or dispute shall not be resolved by any rule of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the draftsman. In the event of a conflict between this Agreement and any Exhibit hereto, the former will prevail.

5.14 **Section Headings; Gender.** Section headings used herein are for convenience only and shall not affect the construction of any provisions of this Agreement. All pronouns and common nouns shall be deemed to refer to the masculine, feminine, neutral, singular, and plural, as the context may require.

5.15 **Survival.** The terms of this Agreement, which by their nature, are reasonably intended by the parties to survive Termination shall so survive.

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

5.16 **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

5.17 **Anti-Terrorism Statement.** Contractor hereby certifies that it does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any illegal or terrorist activity. The Contractor further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that the Contractor knows, or has reason to know, support terrorism, or that appear on any official terrorist lists published by the Department of the Treasury Office of Foreign Assets Control Specially Designated Nationals List (OFAC SDN).

5.18 **Non-U.S. Based Entity Requirements.** Contractor must maintain financial records, supporting documents, statistical records and all other such records, to support performance of, and charges to, this Agreement. Such records must comply with the accounting principles generally accepted in the U.S., the cooperating country, or by the International Accounting Standards Board (a subsidiary of the International Financial Reporting Standards Foundation). Accounting records and supporting documentation must, at a minimum, be adequate to show all costs incurred under this Agreement; receipt and use of goods and services acquired under this Agreement; the costs of the project supplied from other sources; and the overall progress of the project.

5.19 **Lobbying.** In accordance with 2 CFR § 200.450, Contractor will not use funds provided under the Agreement to influence the outcome of any election for public office or to carry on any voter registration drive. No funds are earmarked to support lobbying activity or to otherwise support attempts to influence local, state, federal or foreign legislation. Contractor will comply with all lobbying, gifts, and ethics rules applicable to the Project.

5.20 **Conflict of Interest.** Contractor warrants that it is under no obligation or restriction, nor will Contractor assume any obligation or restriction that would in any way interfere, be inconsistent, or present a conflict of interest with the Services and deliverables furnished by Contractor under this Agreement.

5.21 **Debarment and Suspension.** In accordance with 45 CFR Part 76, Contractor affirms and certifies that it has never been, nor is it currently, suspended, debarred or, to the Contractor's knowledge, proposed for suspension or debarment from government contracting. Additionally, Contractor certifies, by signature of this Agreement, that any and all prospective Contractors, or its principals, are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or state department or agency.

5.22 **Equal Employment Opportunity.** Contractor agrees to abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered Contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

5.23 **Gun Control Prohibition.** None of the funds made available in this Agreement may be used, in whole or in part, to advocate or promote gun control.

5.24 **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM) appendix A. As a pass through entity, the CDC Foundation may not make a subaward to a Contractor

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

unless that Subrecipient has obtained and provided to the CDC Foundation a Unique Entity Identifier (UEI). Contractors are not required to complete full SAM registration to obtain a unique entity identifier.

5.25 Data Universal Numbering System (DUNS). The Contractor must have an active registration with Dun and Bradstreet and must provide their Data Universal Numbering System (DUNS) number

5.26 Needle Exchange. Notwithstanding any other provision of this Agreement, no funds appropriated in this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

5.27 Blocking Access to Pornography. Pursuant to the U.S. Department of Health and Human Service's General Terms and Conditions for Non-Research Grant and Cooperative Agreements, none of the funds made available in this Agreement may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

5.28 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. The Contractor is prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use 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 Pub. L 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities). The Contractor must have and use documented policies and procedures to ensure the organization's awareness of and adherence to this prohibition.

5.29 Travel Costs. If incurring travel costs, the Contractor agrees to strictly adhere to the rules and regulations set forth by the federal funding agency, Uniform Guidance 2 CFR §200.475, Travel Costs, and the Department of Health and Human Services 45 CFR §75.474, Travel Costs.

5.30 Whistleblower Protection. The Contractor and its employees working on the Project are subject to the whistleblower rights and remedies in the pilot program established at 41 USC 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L 112-239) and FAR 3.908. The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 41 USC 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subcontracts over the simplified acquisition threshold.

5.31 Equipment.

5.31.1 Equipment Records. At all times during the term of this Agreement, the Contractor shall maintain a complete inventory of all equipment (as defined in 45 CFR §75.2) purchased in whole or in part with funds made available under this Agreement in accordance with the requirements of 45 CFR §75.320. The Contractor shall submit a copy of said inventory to CDC Foundation promptly following any request by CDC Foundation therefore.

5.31.2 Disposition of Equipment. Upon termination or earlier expiration of this Agreement, the Contractor shall comply with directions from CDC Foundation regarding the final disposition of such equipment, consistent with CDC guidance.

5.32 Civil Rights. The Contractor must administer the project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English

CONTRACTOR AGREEMENT**Contractor's Name: Clark County Office of the C/ME****Term: 10/15/2023- 06/30/2024****Agreement Number: 6695****Fund Program Number: 41239**

proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

The Contractor must take reasonable steps to ensure that your project provides meaningful access to persons with limited English proficiency. For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.lep.gov/>. For information on specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.

HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>. For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated antidiscrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

5.33 Notices. Any notice required to be given by any party to this Agreement shall be in writing and hand delivered or sent by certified mail, return receipt requested, email, or by confirmed facsimile transmission to the address indicated in Section 5.34 or such other address as either party may specify to the other.

5.34 Contact Information.

CDC Foundation Contacts	Contractor Contacts
<p><i>Programmatic Contact</i></p> <p>Gina Wiser Project Manager 600 Peachtree St, NE, Suite 1000 Atlanta, Georgia 30308 267-465-6074 gwisser@cdcfoundation.org</p>	<p><i>Programmatic Contact</i></p> <p>Candace Caterer Office Services Manager 1704 Pinto Lane Las Vegas, NV 89106 702-455-3210 Candace.Caterer@ClarkCountyNV.gov</p>
<p><i>Financial Contact</i></p> <p>Gina Wiser Project Manager 600 Peachtree St, NE, Suite 1000 Atlanta, Georgia 30308 267-465-6074 gwisser@cdcfoundation.org</p>	<p><i>Financial Contact</i></p> <p>DeVette Horn 1704 Pinto Lane Las Vegas, NV 89106 702-455-3210 HornDev@@ClarkCountyNV.gov</p>
<p><i>Authorized Official</i></p> <p>Monique Patrick Chief Operating Officer CDC Foundation</p>	<p><i>Authorized Official</i></p> <p>Melanie Rouse Coroner 1704 Pinto Lane</p>

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

600 Peachtree St, NE, Suite 1000 Atlanta, Georgia 30308 404.653.0790 mpatrick@cdcfoundation.org	Las Vegas, NV 89106 702-455-3210 Melanie.Rouse@ClarkCountyNV.gov
--	--

IN WITNESS WHEREOF, the undersigned, as authorized officials on behalf of the parties, have executed this agreement:

"Clark County Office of the Coroner/ME"



Melanie Rouse
Coroner
Clark County Office of the Coroner/ME

3/20/2024
Date

"CDC Foundation"
National Foundation for the Centers for Disease
Control and Prevention, Inc.

DocuSigned by:

Monique S. Patrick

C2FAB2D997AC4F1...

Monique S. Patrick
Chief Operating Officer

3/18/2024 | 4:14:35 PM EDT

Date

Attachments

- Attachment 1: Notice of Prime Award
- Attachment 2: Scope of Services
- Attachment 3: Budget
- Attachment 4: Deliverable Payment Schedule

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

NOTICE OF PRIME AWARD: Attachment 1



DEPARTMENT OF HEALTH AND HUMAN SERVICES
Centers for Disease Control and Prevention

Notice of Award

Award# 6 NU38OT000288-05-01

FAIN# NU38OT000288

Federal Award Date: 09/08/2022

Recipient Information	Federal Award Information
1. Recipient Name NATIONAL FOUNDATION FOR THE CENTERS FOR DISEASE CONTROL AND PREVENTION, INC. 600 Peachtree St NE Ste 1000 Atlanta, GA 30308-2215 404-653-0790 2. Congressional District of Recipient 05 3. Payment System Identifier (ID) 15K2106707AJ 4. Employer Identification Number (EIN) 582106707 5. Data Universal Numbering System (DUNS) 879144640 6. Recipient's Unique Entity Identifier (UEI) P8TEFAQN2QHR 7. Project Director or Principal Investigator Ms. Latasha Rahmon Director, Federal Grants and Compliance lrahmon@cdc.foundation.org (404) 523-3388 8. Authorized Official Dr. Judith Moore President and CEO jmoore@cdc.foundation.org 404-653-0790	11. Award Number 6 NU38OT000288-05-01 12. Unique Federal Award Identification Number (FAIN) NU38OT000288 13. Statutory Authority 317(k)(2) and 307 of the Public Health Service Act (42 U.S.C. Sections 242(i) and 247b(k)) 14. Federal Award Project Title Category C: Community-Based Organizations 15. Assistance Listing Number 93.421 16. Assistance Listing Program Title Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health 17. Award Action Type Component/Project Funding 18. Is the Award R&D? No
Federal Agency Information CDC Office of Financial Resources 9. Awarding Agency Contact Information Mr. Desmond Barnes Grants Management Officer dbp5@cdc.gov 770-488-2611 10. Program Official Contact Information Mistake Johnson Management Analyst mv5@cdc.gov 770-488-1636	Summary Federal Award Financial Information 19. Budget Period Start Date 08/01/2022 - End Date 07/31/2023 20. Total Amount of Federal Funds Obligated by this Action \$33,087,901.00 20a. Direct Cost Amount \$30,909,632.00 20b. Indirect Cost Amount \$2,178,269.00 21. Authorized Carryover \$0.00 22. Offset \$0.00 23. Total Amount of Federal Funds Obligated this budget period \$10,055,800.00 24. Total Approved Cost Sharing or Matching, where applicable \$0.00 25. Total Federal and Non-Federal Approved this Budget Period \$43,143,701.00 26. Period of Performance Start Date 08/01/2018 - End Date 07/31/2023 27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance \$415,427,721.00 28. Authorized Treatment of Program Income ADDITIONAL COSTS 29. Grants Management Officer - Signature Mrs. Erian Stewart Team Lead, Grants Management Officer
30. Remarks	

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at www.cdc.gov/grants/federalregulationspolicies/index.html, the Centers for Disease Control and Prevention (CDC) hereby Incorporates Notice of Funding Opportunity (NOFO) number CDC-RFA-OT18-1802, titled "Strengthening Public Health Systems and Services through National Partnerships to Improve and Protect the Nation's Health" which is hereby made a part of this non-research award, hereinafter referred to as the Notice of Award (NoA).

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

Indirect Costs:

Indirect costs are approved based on the negotiated indirect cost rate agreement dated March 28, 2022, which calculates indirect costs as follows, a Provisional is approved at a rate of 16% of the base, which includes, Total direct costs excluding capital expenditures (buildings, individual items of equipment; alterations and renovations), that portion of each subaward in excess of \$25,000 and flow-through funds. The effective dates of this indirect cost rate are from July 1, 2023 to June 30, 2026.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Coronavirus Disease 2019 (COVID-19) Funds: A recipient of a grant or cooperative agreement awarded by the Department of Health and Human Services (HHS) with funds made available under the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123); the Coronavirus Aid, Relief, and Economic Security Act, 2020 (the "CARES Act") (P.L. 116-136); the Paycheck Protection Program and Health Care Enhancement Act (P.L. 116-139); and/or the Consolidated Appropriations Act, 2021, Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260), agrees, as applicable to the award, to: 1) comply with existing and/or future directives and guidance from the Secretary regarding control of the spread of COVID-19; 2) in consultation and coordination with HHS, provide, commensurate with the condition of the individual, COVID-19 patient care regardless of the individual's home jurisdiction and/or appropriate public health measures (e.g., social distancing, home isolation); and 3) assist the United States Government in the implementation and enforcement of federal orders related to quarantine and isolation.

In addition, to the extent applicable, Recipient will comply with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results of tests intended to detect SARS-CoV-2 or to diagnose a possible case of COVID-19. Such reporting shall be in accordance with guidance and direction from HHS and/or CDC. HHS laboratory reporting guidance is posted at: <https://www.hhs.gov/sites/default/files/covid-19-laboratory-data-reporting-guidance.pdf>.

Further, consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds, including but not limited to data related to COVID-19 testing. CDC will specify in further guidance and directives what is encompassed by this requirement.

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

FUNDING RESTRICTIONS AND LIMITATIONS

Unallowable Costs:

- Research
- Clinical care, except where allowable by Federal law
- Publicity and propaganda (lobbying):
 - Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
 - See Additional Requirement (AR) 12 for detailed guidance on this prohibition and additional guidance on lobbying for CDC recipients: https://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf
- All unallowable costs cited in CDC-RFA-OT18-18020402SUPP21 remain in effect, unless specifically amended in this guidance, in accordance with 45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for HHS Awards.

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

SCOPE OF SERVICES: Attachment 2

- 1. Project Summary:** The following is a brief summary of the project, including high level program activities, and specific target populations.

This project will establish a second cohort of the Medicolegal Death Investigation FHIR Implementation Collaborative (MDI FIC) to support medicolegal death investigation (MDI) offices and their data sharing partners in exploring, testing and innovating data modernization strategies aligned with CDC data modernization initiatives. Project activities will include participating in virtual and in-person collaborative meetings, conducting testing of the MDI Fast Healthcare Interoperability Resource (FHIR) Implementation Guide and disseminating findings from the MDI FIC to the broader MDI community.

CDC Foundation program staff will collaborate with an existing data sharing partnership anchored by the lead Contractor for this project, Clark County Office of the Coroner/ME. Clark County Office of the Coroner/ME will have a project lead that works in-kind on this project. Clark County Office of the Coroner/ME has a tenured professional relationship with their case management system, VertiQ and with the Southern Nevada Health District's NVDRS Project Managers. The Contractor will foster continuous, shared communication across all project partners to design, build and test FHIR-based, Application Programming Interface (API) enabled data exchange.

- 2. Project Approach:** The overall project approach for the Agreement includes the following activities and outputs as detailed below.

2.1. Project Activities: The following activities are supported under this Agreement.

- 2.1.1. Review the proposed IT Scope of Work with data sharing partners, vendors, CDC Foundation, and other SME and create an agreed upon final draft of the IT Scope of Work with timelines.
- 2.1.2. Draft and execute contracts/MOUs with data-sharing partner(s) and vendor(s) after the IT Scope of Work is agreed upon.
- 2.1.3. Participate in MDI FIC meetings (including at least 80% of the monthly site check-in calls and quarterly collaborative meetings- both in-person and virtual).
- 2.1.4. Participate in at least two virtual testing events.
- 2.1.5. Create a six-month action plan for future sustainability upon funding sunset. This may list partners, roles, activities, timelines, and benchmarks. Template to be provided by the CDC Foundation.
- 2.1.6. Document accomplishments, barriers and lessons learned in a final report. Template to be provided by the CDC Foundation.
- 2.1.7. Participate in meetings/conferences to disseminate information about the MDI FIC.

2.2. Project Activity Outputs: The Contractor will produce and/or deliver the total number of the following project activity services, events, products, and/or deliverables.

2.2.1. Project Team Collaboration

- Finalized IT Scope of Work (project activity 2.1.1).
- Drafted MOUs/Contracts with data sharing partner(s) and vendor(s) (project activity 2.1.2).

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

2.2.2. Project Team Participation

- Completed monthly progress reports (project activity 2.1.3).
- Finalized slide deck of project overview (project activity 2.1.3).
- Documentation of passing minimum testing requirements (project activity 2.1.4).

2.2.3. Project Team Documentation and Dissemination

- Completed monthly progress reports (project activity 2.1.3).
- Finalized six-month action plan for future sustainability upon funding sunset (project activity 2.1.5).
- Finalized report documenting accomplishments, barriers, and lessons learned (project activity 2.1.6).
- Documentation of disseminated information on MDI FIC project at state or national conferences/meetings (this could include copies of abstracts, travel plans, etc.) (project activity 2.1.7).

3. Invoice & Payment- Payment for this Agreement is based on the following invoice and payment method:

<u>Invoice</u>	<u>Submission Method</u>	<u>Frequency</u>	<u>Due Date(s)</u>
<u>Deliverables Invoice</u>	Email to: mdiconnect@cdcfoundation.org	<input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Monthly	11/15/2023, 2/1/2024, 06/30/2024

<u>Payment Type</u>	
<input type="checkbox"/>	Cost Reimbursable: reported expenditures that conform to approved Budget: Attachment 3.
<input checked="" type="checkbox"/>	Fixed Price (Deliverables): achievement of deliverables and milestones.
<input type="checkbox"/>	Time and Materials/Labor Hours: Direct labor hours ([insert]) at a fixed hourly rate of [insert] which include wages, overhead and general and administrative expenses; plus actual material costs consisting of [insert].
<input type="checkbox"/>	Hybrid: A combination of [insert]

4. Reporting – The Contractor must submit reports as detailed below:

<u>Report</u>	<u>Submission Method</u>	<u>Frequency</u>	<u>Due Date(s)</u>
N/A	N/A	N/A	N/A

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

BUDGET: Attachment 3**BUDGET: Attachment 3**

Contractor Name:	Clark County Office of the Coroner/Medical Examiner (CCOCME)
Agreement Number:	6695
Fund Program Number:	41239
Project Name:	Medical Examiner and Coroner Data Modernization Implementation's Phase
Term:	10/15/2023-06/30/2024
Maximum Payable Amount:	\$92,556

01A PERSONNEL: SALARY	Description	LOE	Months	Salary	COST	\$24,000
	Part Time Data Entry Specialist	100%	6	\$24,000	\$ 12,000	
	Part Time Data Entry Specialist	100%	6	\$24,000	\$ 12,000	
					\$ 24,000	

01B PERSONNEL: HOURLY	Description	Hours	Rate	COST	\$0

PERSONNEL TOTAL				TOTAL	\$24,000
-----------------	--	--	--	-------	----------

Fringe %:	2.55%	\$612
-----------	-------	-------

02 TRAVEL	Description	Units	Days	Rate/Car	COST	\$4,050
	MDI Connect In-Person Meeting (Atlanta, GA) December 2023	2	3	\$675	\$ 4,050	
					\$ 4,050	

03 SUPPLIES/EQUIPMENT	Description	Units	Unit Cost	COST	\$2,394
Supplies					
	Dell Inspiron 15 3000 Laptop	2	\$799	\$ 1,598	
	Dell Thunderbolt Docking Station for Laptop	2	\$349	\$ 698	
	Logitech Wireless Keyboard and Mouse Combo	2	\$49	\$ 98	
				\$ 2,394	
Equipment					

04 OVERHEAD / INDIRECT	Description	Rate	Applicable Direct Costs	COST	\$0
				\$ -	

05 OTHER	Description	Number	Unit Cost	COST	\$0
				\$ -	

06 SUBCONTRACTS	Description	Months	Salary	COST	\$61,500
	Vertio - Information Systems Specialist	6	\$5,125	\$ 30,750	
	Melissa Battke - Information Systems Specialist	6	\$5,125	\$ 30,750	

Budget Total					\$92,556
--------------	--	--	--	--	----------

CONTRACTOR AGREEMENT**Contractor's Name:** Clark County Office of the C/ME**Agreement Number:** 6695**Term:** 10/15/2023- 06/30/2024**Fund Program Number:** 41239**DELIVERABLE PAYMENT SCHEDULE: Attachment 4**

Invoice/ Report No.	Deliverable	Description	Required Documentation	Anticipated Completion Date	Deliverable Total	% of Total Award Amount
1	Project Team Collaboration	<ul style="list-style-type: none"> Review the proposed IT Scope of Work and create an agreed upon final draft with timelines. Draft and execute contracts/MOUs with data-sharing partner(s) and vendor(s). 	<ul style="list-style-type: none"> Finalized IT Scope of Work. Drafted MOUs/Contracts with data sharing partner(s) and vendor(s). 	11/15/2023	\$30,852.00	34%
2	Project Team Participation	<ul style="list-style-type: none"> Participate in MDI FIC meetings (including at least 80% of the monthly site check-in calls and quarterly collaborative meetings- both in-person and virtual). Participate in at least two virtual testing events. 	<ul style="list-style-type: none"> Completed monthly progress reports. Finalized slide deck of project overview. Documentation of passing minimum testing requirements. 	2/1/2024	\$30,852.00	33%
3	Project Team Documentation and Dissemination	<ul style="list-style-type: none"> Action plan for sustainability. Final report documenting barriers, lessons learned, and accomplishments. Disseminate information about the MDI FIC at meetings/conferences. 	<ul style="list-style-type: none"> Completed monthly progress reports. Finalized six-month action plan for future sustainability upon funding sunset. Finalized report documenting accomplishments, barriers, and lessons learned. 	6/30/2024	\$30,852.00	33%

CONTRACTOR AGREEMENT

Contractor's Name: Clark County Office of the C/ME
Term: 10/15/2023- 06/30/2024

Agreement Number: 6695
Fund Program Number: 41239

				<ul style="list-style-type: none">Documentation of conferences/meetings planning to attend.		
Total:					\$92,556.00	100%