

# NON-FEDERAL CONTRACTOR AGREEMENT

---

Contractor Name:	Dekalb County Medical Examiner's Office (DCMEO)
Agreement Number:	9015
Program ID:	10100277
Project Name:	Medicolegal Death Investigation Novel Data Modernization Initiatives
Term:	February 14, 2025 – September 15, 2025
Maximum Payable Amount:	\$54,692.00

This Agreement (the "Agreement") is entered into on \_\_\_\_\_, **2025** ("Effective Date") by and between DeKalb County, Georgia, a political subdivision of the State of Georgia, by and on behalf of the Dekalb County Medical Examiner's Officer (DCMEO), ("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**, 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

**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 **Month Day, Year** ("Termination Date"). All Services (as defined in Section 2.1 below) must be completed by the Termination Date. Either party may, for its own cause or convenience, terminate this agreement with 15 days notice to the other party as set forth in Article 4 below.

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, or other support as necessary.

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.

1.6 **Travel.** Contractor will be required to comply with the CDC Foundation Travel Policy when traveling on any CDC Foundation sponsored travel. If Contractor has a formal written travel policy, the CDC Foundation may, in its sole discretion, defer to Contractor's policy.

## **ARTICLE 2 SERVICES & OBLIGATIONS**

2.1 **Services.** Contractor is responsible for performing the Services listed in Attachment 1: 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. 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 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 **Assignment.** Contractor may not assign or delegate any rights, obligations, or duties under this Agreement without first obtaining CDC Foundation's written approval.

2.6 **Ethical 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.

2.7 **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:

2.7.1 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, 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.

2.7.1.1 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.

2.7.2 **Non-Disclosure.** During the Term of the Agreement and thereafter, Contractor will not disclose, reveal, or transfer (directly or indirectly) (hereinafter "Disclose"), any Confidential Information to any person or entity who is not specifically authorized by CDC or the CDC Foundation to receive it 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 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.

2.7.2.1 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.

2.7.2.2 Required Disclosures. If Contractor is legally required to disclose Confidential Information by 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.

- 2.7.3 **Personally Identifiable Information.** Contractor agrees not to publish any personally identifiable information obtained from CDC 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.
- 2.7.4 **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 commercially reasonable 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 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.
- 2.7.5 **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 originally, drafts, copies, or other non-originals.

2.8 **Indemnification.** To the extent allowed by law, 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.

2.9 **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.

- 2.9.1 **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.
- 2.9.2 **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 2.9.2, 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 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.

### **ARTICLE 3 PAYMENTS**

- 3.1 **Project Funds.** CDC Foundation will pay the Contractor an amount not to exceed a Maximum Payable Amount (MPA) of \$54,692.00 pursuant to Attachment 1: Scope of Services.
- 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 1: Scope of Services. All payments are subject to the availability of funds.
- 3.3 **Budget.** When a budget is required the approved budget for this Agreement (the "Approved Budget") is attached to this Agreement as Attachment 2: Budget and incorporated herein by this reference. No deviation from the Approved Budget is authorized absent the express written approval of the CDC Foundation.
- 3.4 **Invoice.** Contractor will provide an invoice to the CDC Foundation that is materially consistent with the invoice in Attachment 3. Such invoice should be provided to the CDC Foundation as directed in Attachment 1: Scope of Services. The CDC Foundation Financial Contact and Programmatic Contact listed in 6.18 below must also be copied on all emails regarding invoices.

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 over amounts or satisfactory performance, the CDC Foundation may withhold amounts equal to the disputed amount until resolution. Contractor shall continue performing all of its obligations under this Agreement during such dispute.

For cost reimbursable agreements, Contractor will only be reimbursed for expenditures that are: (a) within the scope of the approved project, (b) consistent with the approved budget, (c) certified by the Authorized Official and/or Financial Contact as outlined in Section 6.18.

- 3.5 **Final Invoice.** All invoices, including the final invoice, must be submitted to CDC Foundation no later than thirty (30) days following the Termination of this Agreement. Failure to meet this requirement will result in a complete release and waiver of any remaining MPA.

3.6 **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 the terms of 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. Contractor shall immediately reimburse CDC Foundation for any improper payments. This provision shall survive the expiration or termination of this Agreement.

3.7 **Right to Offset.** 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.

3.8 **Designated Currency.** All payments required under this Agreement shall be made in United States Dollars. The CDC Foundation shall not be responsible for differences caused by exchange rate fluctuations or bank charges.

3.9 **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.

3.10 **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.

#### **ARTICLE 4 TERMINATION**

4.1 **Right to Termination.** Either party 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 BRANDING AND PUBLICATION GUIDELINES**

5.1 **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 the CDC Foundation. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the CDC Foundation, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the CDC Foundation.*

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

5.3 **Publications.** Publications, journal articles, etc. produced under this Agreement must bear an acknowledgement of financial assistance using 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. "The source of this information is the Medicolegal Death Investigation Novel Data Modernization Initiatives, a joint project of the CDC Foundation and Dekalb County Medical Examiner's Office."

## **ARTICLE 6 MISCELLANEOUS PROVISIONS**

6.1 **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.

6.2 **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.

6.3 **Governing Law and Jurisdiction.** This Agreement will be interpreted, applied, and enforced pursuant to the laws of the State of Georgia, 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.

6.4 **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.

6.5 **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.

6.6 **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 Attachment hereto, the former will prevail.

6.7 **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.

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

6.9 **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.

6.10 **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).

6.11 **Lobbying.** 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.

6.12 **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.

6.13 **Debarment and Suspension.** 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.

6.14 **Equal Employment Opportunity.** CDC Foundation will not do business with any person or entity who discriminates against members of a protected class. Contractor certifies that it does not discriminate against members of a protected class.

6.15 **Equipment.** At all times during the term of this Agreement, the Contractor shall maintain a complete inventory of all equipment purchased in whole or in part with funds made available under this Agreement. The Contractor shall submit a copy of said inventory to CDC Foundation promptly following any request by CDC Foundation. Upon termination or earlier expiration of this Agreement, the Contractor shall comply with directions from CDC Foundation regarding the final disposition of such equipment.

6.16 **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 6.18 or such other address as either party may specify to the other.

6.17 **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.



6.18 **Contact Information.**

If different representatives or addresses are designated by either party after execution of this Agreement, notification of the name, title and address of the new representative will be provided to the other party.

<b>CDC Foundation Contacts</b>	<b>Contractor Contacts</b>
<i>Programmatic Contact</i>  Rachael Connor Project Manager 600 Peachtree St, NE, Suite 1000 Atlanta, Georgia 30308 <a href="mailto:Rconnor@cdcfoundation.org">Rconnor@cdcfoundation.org</a> 240-330-4405	<i>Programmatic Contact</i>  Gail Parker General Manager 3500 Kensington Rd Decatur, GA 30032 <a href="mailto:glparker@dekalbcountyga.gov">glparker@dekalbcountyga.gov</a> 404-508-3507
<i>Financial Contact</i>  Rachael Connor Project Manager 600 Peachtree St, NE, Suite 1000 Atlanta, Georgia 30308 <a href="mailto:Rconnor@cdcfoundation.org">Rconnor@cdcfoundation.org</a> 240-330-4405	<i>Financial Contact</i>  Beoncia Loveless Director, Dekalb County Medical Examiners Office 3550 Kensington Rd. Decatur, GA 30032 <a href="mailto:bmloveless@dekalbcountyga.gov">bmloveless@dekalbcountyga.gov</a> 404-508-3515
<i>Authorized Official</i>  Monique S. Patrick Chief Operating Officer, CDC Foundation 600 Peachtree St, NE, Suite 1000 Atlanta, Georgia 30308 <a href="mailto:mpatrick@cdcfoundation.org">mpatrick@cdcfoundation.org</a> 404-653-0790	<i>Authorized Official</i>  Lorraine Cochran-Johnson Chief Operating Officer, Dekalb County, GA 1300 Commerce Dr. Decatur, GA 30030 <a href="mailto:LCJohnson@dekalbcountyga.gov">LCJohnson@dekalbcountyga.gov</a> 404-371-6260

**SIGNATURES ON FOLLOWING PAGE**

Contractor's Name: Dekalb County Medical Examiner's Office  
Program ID Number: 10100277

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

**\*\*NEED DEKALB COUNTY'S SIGNATURE PAGE\*\***

---

**Attachments**

Attachment 1: Scope of Services

Attachment 2: Budget

Attachment 3: Invoice

Attachment 4: Deliverable Payment Schedule

## ATTACHMENT 1: SCOPE OF SERVICES

---

**1. Project Summary:** The following is a brief summary of the project.

The CDC Foundation, in partnership with CDC's Collaborating Office of Medical Examiners and Coroners (COMEC) has been awarded a grant from Bloomberg Philanthropies to advance overdose prevention by working with Medicolegal Death Investigation (MDI) offices on data modernization. Through the collaboration, MDI Connect, we support MDI offices and their data sharing partners in exploring, testing and innovating data modernization strategies aligned with CDC data modernization initiatives.

DeKalb County Medical Examiner's Office (DCMEO), a jurisdiction that previously participated in the Fast Health Interoperability Resources (FHIR) MDI Implementation Collaborative, will be a demonstration site for Health Data Explorer (HDE). Acoer, Inc. is the Information Technology vendor for HDE, a dynamic application capable of transforming traditional MDI case management system information and providing data analytics, visualizations and actionable insights. HDE uses FHIR mapping to transform case management system elements into FHIR ready data for ease of data sharing. Additionally, initial HDE data mapping removes the need for future IT developers or programmers to assist with data mining, reporting or analysis. Medical examiners, coroners and their office personnel will be able to quickly research their data for prevention purposes and make a business case for funding or grant support.

The purpose of this project is for DCMEO, to work with Acoer, Inc. to map their case management system data elements to HDE. Once all elements have been mapped, DCMEO will explore avenues for sharing and visualizing the data. Some potential examples include public facing dashboards, public health reports and data sharing and harnessing the data for sustainable funding of the HDE application.

**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 is the Contractor's planned approach for Services and a detailed list of tasks and/or activities supported under this Agreement.

- Work directly with the CDC Foundation technical advisor and Acoer, Inc. to identify data elements needed for mapping to HDE.
- Meet regularly (approximately once per month) with CDC Foundation staff for project updates.
- Identify a site Project Manager to coordinate mapping, testing, deployment and production of HDE at DCMEO.
- In coordination with CDC Foundation, create three or more data sharing projects, dashboards or other harm reduction/prevention projects or artifacts implemented or impacted by HDE. At least one project/artifact must support the overdose epidemic or response.
- Participate in at least one project dissemination activity, such as a national meeting or conference, to share project information and success stories.
- Assist CDC Foundation staff and consultants in documenting lessons learned in using HDE as a tool for data sharing, collecting and sharing harm reduction information, prevention data collection or other research or grant funding opportunities.
- Document and demonstrate the project benefits, challenges and opportunities in a final report to CDC Foundation.

**2.2. Project Activity Outputs:** The Contractor will produce and/or deliver the following tangible project events, products, and/or deliverables.

#	Event/Product/Deliverable	Due Date
1	Kick-off meeting/ Identification of Data Elements for Mapping	March 15, 2025
2	Product #1 (report, dashboard or other product as discussed and approved upon by CDC Foundation) from HDE project	June 15, 2025
3	Product #2 and #3 (report, dashboard or other product as discussed and approved upon by CDC Foundation) from HDE projects. Dissemination activity documentation (Abstract, PowerPoint, etc.).	September 15, 2025
4	Documented lessons learned/ Demonstration of projects in production.	September 15, 2025

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

Invoice		
Submission Method	Frequency	Due Date(s)
Email to: <a href="mailto:MDIConnect@cdcfoundation.org">MDIConnect@cdcfoundation.org</a> and <a href="mailto:accountspayable@cdcfoundation.org">accountspayable@cdcfoundation.org</a>	4 per schedule noted	March 15, 2025 June 15, 2025 September 15, 2025 September 15, 2025

Payment Type	
<input checked="" type="checkbox"/>	Fixed Price (Deliverables): achievement of deliverables and milestones. Attachment 4.

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

Report	Submission Method	Frequency	Due Date(s)
Final Report	Email to: MDI Connect <a href="mailto:MDIConnect@cdcfoundation.org">@cdcfoundation.org</a>	Once	September 2025

## ATTACHMENT 3: CONTRACTOR INVOICE

---

<b>Contractor:</b>	Dekalb County Medical Examiner's Office (DCMEO)
<b>Project Number:</b>	10100277
<b>Project Name:</b>	Medicolegal Death Investigation Novel Data Modernization Initiatives
<b>Purchase Order#:</b>	

This invoice requests the payment of **\$XXXX** from the CDC Foundation for the following Services:

(Basis for payment)

I certify that I have met the terms and conditions set forth in the Contractor Agreement during the period covered by this invoice.

\_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Date

***ALL INVOICES MUST BE EMAILED TO: [accountspayable@cdcfoundation.org](mailto:accountspayable@cdcfoundation.org)***

Please cc: your Program Officer: [MDIConnect@cdcfoundation.org](mailto:MDIConnect@cdcfoundation.org)

Please notify the CDC Foundation immediately if you have a change of address, email, or phone number.

## ATTACHMENT 4: DELIVERABLE PAYMENT SCHEDULE

Number	Deliverable	Description	Required Documentation	Anticipated Completion Date	Unit Rate	# of Units	Deliverable Total	% of Total Agreement Amount
1	Initiation/Mapping	Kick-off meeting Identification of Data Elements for Mapping	Agenda/ Attendees List List of data elements provided to Acoer, Inc.	March 15, 2025	n/a	n/a	\$13,673.00	25%
2	Product #1	Product #1 (report, dashboard or other as discussed and approved upon by CDC Foundation) from HDE project.	Report, Dashboard or other	June 15, 2025	n/a	n/a	\$13,673.00	25%
3	Product #2 and #3, Dissemination activity documentation,	Product #2 and #3 (report, dashboard or other product as discussed and approved upon by CDC Foundation) from HDE projects.  Dissemination activity documentation (Abstract, PowerPoint slide deck, etc.).	Report, Dashboard or other  Abstract, PowerPoint slide deck, etc.	September 15, 2025	n/a	n/a	\$13,673.00	25%
4	Final Report	Documented lessons learned and demonstration of projects in production.	Final Report -Template may be provided by the CDC Foundation	September 15, 2025	n/a	n/a	\$13,673.00	25%
<b>Total:</b>							<b>\$54,692.00</b>	<b>100%</b>