

# Georgia Department of Public Health Amendment #1

Contract Number  
**40500-036-22203327**

1. This Contract Amendment is entered into between the Georgia Department of Public Health and the Contractor named below:

**DeKalb County Government** (hereafter called ("Contractor"))

2. Current Contract Begin Date: **09/01/2021**      Contract End Date: **08/31/2022**  
 Amendment Effective Date: **Upon Signature**

3. Current Amount of this Contract:	Amendment Increase Amount:	Amended Total Contract Amount:	Total Amount for Next Renewal Period:
<b>\$31,326.00</b>	<b>\$25,019.00</b>	<b>\$56,345.00</b>	<b>\$30,975.00</b>

**IN WITNESS WHEREOF, this Contract Amendment has been executed by the parties hereto.**

4. Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)

**DeKalb County Government** (hereafter called "Contractor")

By (Authorized Signature, if required)	Date Signed
Printed Name	Title of Person Signing

5. **Georgia Department of Public Health** (hereafter called "DPH" or "Department")

By (Authorized Signature, if required)	Date Signed
Printed Name	Title of Person Signing
<b>Kathleen E. Toomey, M.D., M.P.H.</b>	<b>Commissioner</b>

6. In consideration of the mutual promises of the Parties, the terms, provisions and conditions of this Amendment and other good and valuable consideration, the sufficiency of which is hereby acknowledged, DPH and Contractor hereby agree as follows:

<b>Delete:</b> Attachment 5: Contract Scope, Responsibilities, Deliverables, Payment Schedule, of the <b>Original Agreement</b> .	<b>Add:</b> Attachment 5: Contract Scope, Responsibilities, Deliverables, Payment Schedule, of Amendment #1
<b>Delete:</b> Rate Schedule Budget, of the Original Agreement	<b>Add:</b> Rate Schedule Budget dated September 1, 2021, of the Amendment #1
	<b>Add:</b> Rate Schedule Budget dated September 1, 2022, of the Amendment #1
<b>Delete:</b> Section 7 Authorized Person to Receive Contract Notices for Department, Contract Administrator of <b>Original Agreement</b> .	<b>Add:</b> Section 7 Authorized Person to Receive Contract Notices for Department Contract Administrator of <b>Amendment #1</b> .

Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract are unchanged.

Amendment 1

- I. Attachment 5: **Contract Scope, Responsibilities, Deliverables, Payment Schedule, of the Original Agreement** shall be deleted in its entirety and replaced with Attachment 5: **Contract Scope, Responsibilities, Deliverables, Payment Schedule, of the Amendment #1**.
- II. Effective September 1, 2021, the Department will pay Contractor as described in the attached Rate Schedule Budget dated September 2021, Accordingly, the Rate Schedule Budget of August 31, 2022, of the Original Agreement and all rate schedules established prior to this Amendment are hereby replaced as described in the attached Rate Schedule Budget September 2021.
- III. Effective September 1, 2022 the Department will pay Contractor as described in the attached **Rate Schedule Budget dated September 1, 2022**.
- IV. **Section 7 Authorized Persons to Receive Contract Notices for Department, of Original Agreement, Contract Administrator** shall be deleted in its entirety and replaced with the following:

Section 7 Authorized Persons to Receive Contract Notices for Department, Contract Administrator:

Paye Horton  
Senior Procurement & Contracts Specialist  
Georgia Department of Public Health  
2 Peachtree Street, NW, 9<sup>th</sup> Floor  
Atlanta, Georgia 30303  
Email: Paye.Horton@dph.ga.gov

**ATTACHMENT 5**  
**CONTRACT SCOPE, RESPONSIBILITIES, DELIVERABLES, PAYMENT SCHEDULE**

1. SCOPE OF WORK

The objective of the Collaboration between The Georgia Department of Public Health (DPH) and DeKalb County Government (DeKalb County Medical Examiner) is to operate the Overdose Data Action (OD2A). OD2A is part of the Centers for Disease Control and Prevention (CDC). OD2A links mortality data to medical examiner reports and coroner's reports to create a census of unintentional drug overdose in Georgia. Funding provided by the CDC will be allocated to provided Forensic Medical Associates with resources to conduct 191 toxicology tests on suspected unintentional drug overdose deaths from Hall, Henry, Rockdale, Barrow, Richmond and White Counties. This shall be effective ASAP and will automatically renew each year for additional one-year periods until terminated in writing by both parties.

2. SPECIFIC CONTRACTOR RESPONSIBILITIES

Contractor shall complete the following actions, tasks, obligations, and responsibilities:

A. Conduct **191** toxicology tests based on the following criteria:

- a. Tests will be conducted on cases where in a strong investigative evidence of illicit drug overdose and will have an expanded panel performed, with follow-up testing for additional substances not included in the expanded panel.**
- b. Cases with strong investigative evidence of suicide or accidental overdose with prescribed opioids will be EXCLUDED from this expanded testing.**

B. Provide DPH with the Electronic Drug Overdose Report.

3. SPECIFIC DPH RESPONSIBILITIES

**A. Fund Drug Overdose test for total of \$56,345.00 which consist of 191 tests at \$295 a test.**

B. Provide a list of drug overdose death cases as made available from the Georgia Vital Records to DeKalb County Board of Commission.

C. Enable Data security, confidentiality and privacy of data transmitted from the Forensic Medical Associates by storing data in password-protected computers, restricted access and the secure transmission of de-identified data to the CDC.

D. Assist Forensic Medical Associates in identifying business process enhancements to improve the timeliness, completeness, and accuracy of these dates.

4. RESTRICTIONS ON USE OF CONTRACT FUNDS

Because this contract is funded by the Centers for Disease Control and Prevention (CDC), Contractor must observe the following restrictions and limitations on the use of contract funds:

A. Contract funds may not be used for research, except as specifically authorized in the Scope of Work;

- B. Contract funds may not be used for clinical care except as specifically authorized by Scope of Work;
- C. Contract funds may only be used for purposes reasonably related to the Scope of Work, including personnel, travel, supplies, and services;
- D. Contract funds may not be used to purchase furniture or equipment unless clearly identified in the Scope of Work or Rate Schedule Budget;
- E. Reimbursement of costs incurred prior to the execution of this contract is not allowed, unless DPH has provided written approval;
- F. Contract funds may not be used for:
  - i. 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
  - ii. The salary or expenses of any person acting for Contractor to the extent 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 CDC Additional Requirement 12 for detailed guidance on the prohibition and on lobbying.

- G. In accordance with the United States Protecting Life in Global Health Assistance policy, foreign Non-Governmental Organizations which receive funds provided through this contract are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning, engaging in any activity that promotes abortion as a method of family planning, or providing financial support to any other foreign non-governmental organization that conducts such activities. See CDC Additional Requirement 35 for applicability.

## 5. FEDERAL MANDATORY DISCLOSURE REQUIREMENT

Consistent with 45 CFR 75.113, Contractor must disclose, in a timely manner in writing to the Georgia Department of Public Health (pass through entity) 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 HHS OIG at the following address:

U.S. Department of Health and Human Services  
 Office of the Inspector General  
 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Avenue, SW  
 Cohen Building, Room 5527  
 Washington, DC 20201  
 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line)  
 or  
 Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

## 6. DELIVERABLES

- A. Conduct **191** test on deaths that are suspected accidental overdoses
- B. Compilation and delivery of electronic drug report derived from the toxicology testing to include the number of cases and tests performed

- C. Delivery of complete death reports (to include death investigations, autopsy, and toxicology) promptly when records are complete or upon request by DPH SUDORS program.

Payment of invoices is contingent on the timely remittance of the deliverables and the submission of programmatic/statistical reports and invoices. Reports must be submitted in a format approved by the Business Owner. Upon request by the Department, Contractor shall submit to the Department supporting documentation of services provided, which the Department considers to be acceptable in form and substance. Failure to submit reports, deliverables and supporting documentation as required by the Department may delay or negate payment of invoice.

**ATTACHMENT 1  
RATE SCHEDULE BUDGET**

**September 1, 2021 to August 31, 2022**

<b>CONTRACTOR</b>		<b>CONTRACT NUMBER</b>		
DeKalb County Government		40500-036-22203327		
<b>Contractor Contact Name</b>		<b>CONTRACTOR CONTACT PHONE NUMBER</b>		
Patrick L. Bailey		(404) 508-3500		
<b>Electronic Funds Transfer?</b> <input checked="" type="checkbox"/> Yes (Authorization for EFT must be attached or on file) <input type="checkbox"/> No				
<b>Remit Invoices to:</b>				
Georgia Department of Public Health Remit Invoices: <a href="mailto:mch.fiscal@dph.ga.gov">mch.fiscal@dph.ga.gov</a>  CC: Kathleen Kassa Attn: <a href="mailto:Kathleen.kassa@dph.ga.gov">Kathleen.kassa@dph.ga.gov</a>				
<b>DESCRIPTION OF SERVICES</b>	<b>Dollar Amount per Unit of Measure</b>	<b>Unit of Measure (i.e., each, month, lot)</b>	<b>Number of Units (Quantity)</b>	<b>Total Approved Budget Funds</b>
Toxicology Test	<b>\$295.00</b>	Each	<b>191</b>	<b>\$56,345.00</b>
<b>TOTAL</b>				<b>\$56,345.00</b>

**RATE SCHEDULE BUDGET  
September 1, 2022 – August 31, 2023**

<b>CONTRACTOR</b>		<b>CONTRACT NUMBER</b>		
DeKalb County Government		40500-036-22203327		
<b>Contractor Contact Name</b>		<b>CONTRACTOR CONTACT PHONE NUMBER</b>		
Patrick L. Bailey		(404) 508-3500		
<b>Electronic Funds Transfer?</b> <input checked="" type="checkbox"/> Yes (Authorization for EFT must be attached or on file) <input type="checkbox"/> No				
<b>Remit Invoices to:</b>				
Georgia Department of Public Health Remit Invoices: <a href="mailto:mch.fiscal@dph.ga.gov">mch.fiscal@dph.ga.gov</a>  CC: Kathleen Kassa Attn: <a href="mailto:Kathleen.kassa@dph.ga.gov">Kathleen.kassa@dph.ga.gov</a>				
<b>DESCRIPTION OF SERVICES</b>	<b>Dollar Amount per Unit of Measure</b>	<b>Unit of Measure (i.e., each, month, lot)</b>	<b>Number of Units (Quantity)</b>	<b>Total Approved Budget Funds</b>
Toxicology Test	<b>\$295.00</b>	Each	<b>105</b>	<b>\$30,975.00</b>
<b>TOTAL</b>				<b>\$30,975.00</b>