



Interoffice Memorandum

January 8, 2024

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
County Commissioners

THRU: Raul Pino, M.D, MPH, Department Director
Health Services Department

A handwritten signature in black ink, appearing to be "RP", written over the name Raul Pino.

FROM: Thomas V. Hall, Ph.D., Director
Office for a Drug Free Community Division
Contact: 407-836-7319

SUBJECT: Approval of the second modification to the Implementing Overdose Prevention Strategies at the Local Level (IOPSSL) Project, National Association of County and City Health Officials (NACCHO) Contract #2022-21201 (FY2023)
Consent Agenda Item – February 6, 2024

The National Association of County and City Health Officials, with support from the Centers for Disease Control and Prevention and the National Center for Injury Control and Prevention, has submitted a contract to the Orange County Health Services Department FY23 to continue to support the Implementing Overdose Prevention Strategies at the Local Level Project. The contract is modified to extend the service period from August 1, 2023, through April 30, 2024. The contract will continue to provide funding to expand outreach services to individuals in underserved communities who misuse illicit drugs. The project continues to align with the Office for a Drug Free Community Division’s priority areas of expanding access to naloxone, warm hand-off programs, harm reduction programs, and systematic data collection.

On February 7, 2023, the Board authorized award of Contract number 2022-21201, with National Association of County and City Health Officials, in the amount of \$179,397. On October 10, 2023, the Board also authorized the renewal of this contract in the amount of \$ 116,742.

ACTION REQUESTED: Approval and execution of Modification of Agreement, Modification II Contract #2022-121201 by and between the National Association of County and City Health Officials and Orange County, Florida, with support from the Centers for Disease Control and Prevention the National Center for Injury Control and Prevention, in the amount of \$116,742 for the extended period of August 1, 2023, through April 30, 2024, and authorization for the County Mayor or designee to approve any increases, decreases, or amendments to this contract. **(Drug Free Office)**

Attachment

C: Danny Banks, Deputy County Administrator, County Administrator’s Office

Modification of Agreement

This Modification of Agreement (“Modification”) is entered into, effective as of the date of the later signature indicated below, by and between the **National Association of County and City Health Officials** (hereinafter referred to as “NACCHO”), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005, and the following Contractor, hereinafter referred to as “Contractor:”

Orange County, Florida	59-6000733
Contractor	Federal Tax ID Number
<hr/>	
201 S Rosalind Avenue	
Address	
<hr/>	
Orlando FL 32801-3527	(407) 836-7319
City, State and Zip	Phone

WHEREAS, the parties entered into Contract # 2022-121201 on the 14th day of February, 2023 and on the 16th day of November, 2023 (“Agreement”) and,

WHEREAS, the general purposes of the Agreement are unchanged; and

WHEREAS, both parties wish to make modifications to the Agreement, as described below;

THEREFORE, for the mutual consideration described in the Agreement, the parties agree to the modifications below through the signatures of the person(s) who have the authority to bind the parties to the changes in the Modification:

1. Term of Agreement: Article I, Section 2 of the Agreement is modified and shall continue in effect until April 30, 2024, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto. The term of this Agreement may be extended by mutual agreement of the parties.
2. Payment of Services: the updated payment schedule is as follows:

Payment of Services: Article I: Special Provisions, Clause 3 of the Agreement is modified to amend payment by NACCHO to Contractor for services performed as follows:

Original Contract Amount	: \$179,397.00
Mod I Amount	: \$116,742.00
Mod II Amount	: \$0.00

Invoice paid up to 1/3/2024 : \$180,410.18
Total Contract Award Amount : \$296,139.00
NEW available Contract Amount : \$160,090.78

Updated Invoice Schedule

Invoice No.	Amount	Deliverable	Due date
Invoice I (Paid)	\$42,285.27	<ul style="list-style-type: none"> Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$1,838.49) Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$1,838.49) Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$1,838.49) Submission of OPCAT survey (\$18,384.90) Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$14,707.92) Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees) (\$1,838.49) Listen to recording (NACCHO will keep a roster of attendees) (\$1,838.49) 	By or before February 28, 2023
Invoice II (Paid)	\$93,762.95	<ul style="list-style-type: none"> List of participants, agenda for site visit, draft work plan (\$18,384.90) Presentation (slides or agenda) and submission of evaluation survey (\$27,577.32) Draft of evaluation plan (\$14,707.92) February progress monitoring report (PMR), March PMR, April PMR (\$33,092.81) 	By or before May 31, 2023
Invoice III	\$43,348.78	<ul style="list-style-type: none"> May PMR, June PMR, July PMR (\$32,291.46) Final evaluation plan (\$11,057.32) 	By or before August 31, 2023
Invoice IV (Pending)	\$44,361.96	<ul style="list-style-type: none"> August PMR, Sept PMR, October PMR (\$21,013.56) Interview notes (NACCHO to submit), OPCAT survey submission (\$23,348.40) 	By or before November 30, 2023
Invoice V	\$72,380.04	<ul style="list-style-type: none"> November PMR, Dec PMR, January PMR (\$21,013.56) Final report (\$28,018.08) Interview notes (NACCHO to submit), OPCAT survey submission (\$23,348.40) 	By or before February 28, 2024

3. Scope of Work: The Scope of Work attached hereto as Attachment I to the Modification is incorporated into the Agreement and made a part thereof.
4. Domestic Preferences for Procurement - Maximizing Use of American-Made Goods, Products, and Materials (E.O. 13881): Executive Order 13881 promotes the Buy American Act, 41 U.S.C. §§ 8301-8305, proposing the policy of the United States to buy American and to maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. The proposed rule revives heightened restrictions for commercially available-off-the-shelf (“COTS”) products. The Buy American Act (“BAA”) restricts the country of origin of goods bought by the U.S. government, requiring the purchase of “manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies, mined, produced, or manufactured, in the United States.” 41 U.S.C. § 8302(a).

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

Pursuant to §200.322, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products which means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber).

5. All other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

Contractor:

By: *Jerome Chester*
Jerome Chester (Feb 26, 2024 10:35 EST)

By: *Byron Brooks*

Name: Jerome Chester

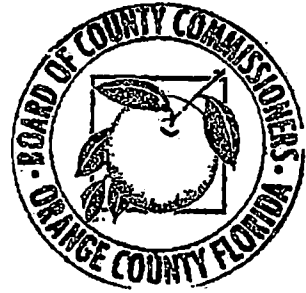
Name: Byron Brooks

Title: Chief Financial Officer

Title: County Administrator

Date: Feb 26, 2024

Date: February 6, 2024



NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS

MODIFICATION OF AGREEMENT– ATTACHMENT I

SCOPE OF WORK

This modification will extend the contract through April 30, 2024 due to administrative and project implementation delays.

Implementing Overdose Strategies at the Local Level (IOPSLL)					
Orange County Government			Total budget: \$296,139.00		
November 1st, 2022 – April 30th, 2024					
<p>The National Association of County and City Health Officials (NACCHO), with support from the Centers for Disease Control and Prevention (CDC), the National Center for Injury Control and Prevention (NCIPC), is contracting with local health departments (LHDs) for the Implementing Overdose Prevention Strategies at the Local Level (IOPSLL) project. This project is designed to build capacity for local health departments (LHDs) serving jurisdictions with an above average burden of drug overdose deaths in the following areas:</p> <ul style="list-style-type: none"> • Surveillance and Data Sharing • Linkages to Care • Providers and Health Systems Support • Partnerships with Public Safety and First Responders • Communication Campaigns • Stigma Reduction • Harm Reduction Activities <p>All contracted LHDs will be expected to integrate a health equity approach in the implementation of their workplans.</p> <p>The initial contract covered the period from start date to 7/31/2023. The contract was modified to extend through 1/31/2024 per the original project period. This modification extended the contract through 4/30/24 due to administrative and project implementation delays.</p>					
Deliverables Schedule					
Period 1: November 2022 - July 2023			Budget Period 1: \$179,397.00		
Invoice Period	Activity	Deliverables	Percent	Amount	Invoice Status
Quarter 1 Activities: November 2022 - January 2023 to be submitted by or before February 28, 2023	1a Participate in kick-off call/webinar for the IOPSLL program	Attendance at kick-off call/webinar. (NACCHO will keep a roster of attendees)	1%	\$1,838.49	Paid
	1b Participate in <i>Welcome to IOPSLL</i> webinar	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	1%	\$1,838.49	Paid

	1c Program introduction calls (peer-to-peer calls and data expert technical assistance calls)	Attendance at calls/webinars. (NACCHO will keep a roster of attendees)	1%	\$1,838.49	Paid
	1d Complete an Overdose Prevention Capacity Assessment Tool (OPCAT) designed to guide IOPSLL recipients in an assessment of their existing capacity and gauge technical assistance needs	Submission of OPCAT survey	10%	\$18,384.90	Paid
	1e Participate in Health Equity workshops	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	8%	\$14,707.92	Paid
	1f January Learning Session	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	1%	\$1,838.49	Paid
	1g Invoicing webinar and (optional) office hours	Listen to recording. (NACCHO will keep a roster of attendees)	1%	\$1,838.49	Paid
Quarter 2 Activities: February 2023 - April 2023 to be submitted by or before May 31, 2023	2a Site visit or virtual visit with NACCHO and CDC and or data expert consultant for work plan development	List of participants, agenda for site visit, draft work plan	10%	\$18,384.90	Paid
	2b Attend an in person meeting in Washington, DC in Spring 2023 (tentatively scheduled for April 25th - 27th) at least two representatives from the project should attend an in person meeting of IOPSLL recipients	Presentation (slides or agenda) and submission of evaluation survey	15%	\$27,577.32	Paid
	2c Evaluation Activities (first call with technical assistance expert, draft of evaluation plan)	Draft of evaluation plan	8%	\$14,707.92	Paid
	2d Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions) , additional TA calls by specialized TA providers to support work plan activities)	February progress monitoring report (PMR), March PMR, April PMR	18%	\$33,092.81	Paid
Quarter 3 Activities: May 2023 - July 2023 to be submitted by or before	3a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions) , additional TA calls by specialized TA providers to support work plan activities)	May PMR, June PMR, July PMR	18%	\$32,291.46	In process

August 31, 2023	3b Evaluation Activities (call with technical assistance expert, final evaluation plan)	final evaluation plan	8%	\$11,057.32	In process
Period 2 August 2023 - January 2024			Budget Period 2: \$116,742.00		
Quarter 4 Activities: August 2023 - October 2023 to be submitted by or before November 30, 2023	4a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions) , additional TA calls by specialized TA providers to support work plan activities)	Aug PMR, Sept PMR, October PMR	18%	\$21,013.56	In process
	4b interview with evaluation team, OPCAT	Interview notes (NACCHO to submit), OPCAT survey submission	20%	\$23,348.40	In process
Quarter 5 Activities: Due by or before January 31, 2024	5a Monthly activities (Individual check-in calls or strategy sessions facilitated by NACCHO and a technical assistance provider, Professional Learning Sessions) , additional TA calls by specialized TA providers to support work plan activities)	Nov PMR, Dec PMR, Jan PMR	18%	\$21,013.56	Not paid
Quarter 6 Activities: Due by or before April 30, 2024	5b Final implementation and evaluation report	Final report	24%	\$28,018.08	Not Paid
	5c interview with evaluation team, OPCAT	Interview notes (NACCHO to submit), OPCAT survey submission	20%	\$23,348.40	Not paid