




Interoffice Memorandum

AGENDA ITEM

January 10, 2023

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

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

FROM: Thomas Hall, Ph.D., Director
Drug Free Office
Contact: (407) 836-7319

SUBJECT: Implementing Overdose Prevention Strategies at the Local
Level (IOPSLL) Project, National Association of County & City Health
Officials (NACCHO) FY 2022
Consent Agenda Item – February 7, 2023

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, is awarding the Orange County Health Services Department the FY22 Implementing Overdose Prevention Strategies at the Local Level award of \$179,397 with no required match. The grant period is from November 1, 2022, through July 31, 2023. The grant will provide funding to expand outreach to individuals in underserved communities who misuse illicit drugs. The project is also perfectly aligned with the tenets of Orange County's Drug Free Office priority areas (expand access to naloxone; expand warm hand-off programs; expand harm reduction programs, and systematic data collection).

ACTION REQUESTED: Approval and execution of Contractor Agreement NACCHO 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 and the National Center for Injury Control and Prevention, in the amount of \$179,397 for the period of November 1, 2022, through July 31, 2023, and approval for the County Mayor or designee to approve any increases or decreases in the award amount. **(Drug Free Community Office.**

Attachment

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

NACCHO CONTRACT # 2022-121201

CONTRACTOR AGREEMENT

This Contractor Agreement 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 **Orange County, Florida** (hereinafter referred to as “Contractor”), with its principal place of business at 201 S Rosalind Ave., 5th Fl., Orlando FL 32801-3527.

WHEREAS, NACCHO wishes to hire CONTRACTOR to perform the services specified herein for NACCHO to enhance the programmatic activities of a grant;

WHEREAS, CONTRACTOR wishes to perform such services for NACCHO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. **PURPOSE OF AGREEMENT:** CONTRACTOR agrees to provide the goods and/or services to NACCHO to enhance the programmatic activities of CDC GRANT # 6NU38OT000306-05-01, CFDA #93.421. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. CONTRACTOR shall act at all times in a professional manner consistent with the standards of the industry.
2. **TERM OF AGREEMENT:** The Year 1 term of the Agreement shall begin on November 1, 2022, and shall continue in effect until July 31, 2023, unless earlier terminated in accordance with the terms herein. Year 2 Agreement award is contingent upon NACCHO receiving approval to exercise expanded authority in the administration of the award of CDC GRANT #6NU38OT000306-05-01, CFDA #93.421, pursuant to CDC’s directions and in compliance with the applicable guidance, federal rules, and regulations. Upon such approval, NACCHO will issue a contract modification to extend the period of performance and obligate Year 2 funding to Contractor. 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.
3. **PAYMENT FOR SERVICES:** In consideration for services to be performed, NACCHO agrees to pay the CONTRACTOR \$179,397.00. All payments will be made in arrears, within 30 days of receipt of invoice(s) from CONTRACTOR and following approval by NACCHO for approved services, as outlined on Attachment I. The invoice(s) shall itemize all expenses with supporting documentation for each itemized expense. The NACCHO contract number must be included on all invoices. The final invoice must be received by NACCHO no later than 20 days after the end date of the Agreement.

Invoice No.	Amount	Deliverable	Due date
Invoice I	\$42,285.27	• Attendance at kick-off call/webinar.	By or before

		<p>(NACCHO will keep a roster of attendees) (\$1,838.49)</p> <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) • 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) 	February 28, 2023
Invoice II	\$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	\$47,800.73	<ul style="list-style-type: none"> • May PMR, June PMR, July PMR (\$33,092.81) • Final evaluation plan (\$14,707.92) 	By or before August 31, 2023

4. **SUBCONTRACTORS:** The CONTRACTOR may subcontract any work with community organizations or other consultants under this Agreement with prior written consent of NACCHO, as provided in the CONTRACTOR’s application and cost proposal and inclusion of such documentation in this Agreement. The CONTRACTOR is fully responsible for satisfactory completion of all its subcontracted work and manage CONTRACTOR’s subcontractors directly and agree that NACCHO has no direct relationship or obligations to make any payments directly to CONTRACTOR’s subcontractors. Any such subcontracts or subgrant agreements must be in substantial compliance with the Budget Narrative attached to this Agreement as Attachment III. CONTRACTOR shall require CONTRACTOR’s subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services.

5. GENERAL PROVISIONS: The parties agree to be bound by the General Provisions as described in Attachment II. The terms of Attachment II shall be incorporated into this Agreement as if fully set forth herein.
6. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NACCHO and CDC as its Primary Funder and in particular may be terminated by NACCHO without penalty or further obligation if CDC as the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NACCHO under this Agreement are subject to the timely fulfillment by CDC as the Primary Funder of its funding obligations to NACCHO.
7. EXECUTION AND DELIVERY: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement and all Ancillary Documents may be executed and delivered by facsimile or electronic mail by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or electronic mail as if the original had been received.
8. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via facsimile, with a copy sent via US mail, postage prepaid, to the parties at the addresses set forth below. Either party may send a notice to the other party, pursuant to this provision, to change the address to which notices shall be sent.

FOR NACCHO:

National Association of County and City
Health Officials
Attn: Lane Davis
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 888-5334
Fax (202) 783-1583
Email: ldavis@naccho.org

With a copy to:

National Association of County and City
Health Officials
Attn: Ade Hutapea, LL.M., CFCM, CCCM
Director, Contracts
1201 (I) Eye Street NW 4th Fl.,
Washington, DC 20005
Tel. (202) 507-4272
Fax (202) 783-1583
Email: ahutapea@naccho.org

FOR CONTRACTOR:

Orange County, Florida
Attn: Byron Brooks
County Administrator - Health Services
Department
201 S Rosalind Ave., 5th Fl.,

Orlando FL 32801-3527
Tel. (407) 836-6583
Email: Thomas.hall2@ocfl.net

9. **AUTHORITY TO BIND:** Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

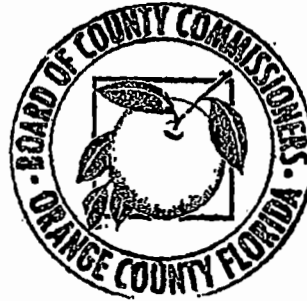
NACCHO:

CONTRACTOR:

By : Jerome Chester
 Jerome Chester (Feb 14, 2023 17:37 EST)
Name : Jerome Chester
Title : Chief Financial Officer
Date : Feb 14, 2023

By : Byron Brooks
Name : Byron Brooks
Title : County Administrator
Date : February 7, 2023

Federal Tax ID No.: 59-6000733
UEID: ZAMZMX9ZHCM9
DUNS No.: 064797251



NATIONAL ASSOCIATION OF COUNTY AND CITY HEALTH OFFICIALS CONTRACTOR AGREEMENT – ATTACHMENT I SCOPE OF WORK

Implementing Overdose Strategies at the Local Level (IOPSLL)				
Orange County Government			Total budget	\$ 296,139.00
November 1st, 2022 - January 31st, 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>				
Deliverables Schedule				
Period 1 November 2022 - July 2023			Budget Period 1	\$ 179,397.00
Activity	Description	Percentage	Budget	Amount
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%	\$ 1,793.97
	1b Participate in Welcome to IOPSLL webinar	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	1%	\$ 1,793.97
	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%	\$ 1,793.97
	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%	\$ 17,939.70
	1e Participate in Health Equity workshops	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	8%	\$ 14,351.76
	1f January Learning Session	Attendance at call/webinar. (NACCHO will keep a roster of attendees)	1%	\$ 1,793.97
	1g Invoicing webinar and (optional) office hours	Listen to recording. (NACCHO will keep a roster of attendees)	1%	\$ 1,793.97
	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%
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%	\$ 26,909.55
2c Evaluation Activities (first call with technical assistance expert, draft of evaluation plan)		Draft of evaluation plan	8%	\$ 14,351.76
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%	\$ 32,291.46
Quarter 3 Activities: May 2023 - July 2023 to be submitted by or before August 31, 2023	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
	3b Evaluation Activities (call with technical assistance expert, final evaluation plan)	Final evaluation plan	8%	\$ 14,351.76
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
	4b Interview with evaluation team, OPCAT	Interview notes (NACCHO to submit), OPCAT survey submission	20%	\$ 23,348.40
Quarter 5 Activities: November 2023 - January 2024 to be submitted by or before February 29, 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
	5b Final implementation and evaluation report	Final report	24%	\$ 28,018.08
	5c Interview with evaluation team, OPCAT	Interview notes (NACCHO to submit), OPCAT survey submission	20%	\$ 23,348.40

* YEAR 2 - Year 2 Agreement award is contingent upon NACCHO receiving approval to exercise expanded authority in the administration of the award of CDC GRANT 6NU38OT000306-05-01, CFDA #93.421

ATTACHMENT II:
GENERAL PROVISIONS APPLICABLE TO AGREEMENTS BETWEEN NACCHO
AND THE FLORIDA DEPARTMENT OF HEALTH THROUGH ITS COUNTY HEALTH
DEPARTMENTS AS CONTRACTORS¹

1. **INDEPENDENT CONTRACTOR:** CONTRACTOR shall act as an independent Contractor, and CONTRACTOR shall not be entitled to any benefits to which NACCHO employees may be entitled.
2. **PAYMENT OF TAXES AND OTHER LEVIES:** CONTRACTOR shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
3. **LIABILITY:** All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the CONTRACTOR in the performance of this agreement shall be the responsibility of the CONTRACTOR, and not the responsibility of NACCHO, if the liability, loss, or damage is caused by, or arises out of, the actions or failure to act on the part of the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR. All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as the provision of policy and procedural direction, to be carried out by NACCHO in the performance of this agreement shall be the responsibility of NACCHO, and not the responsibility of the CONTRACTOR, if the liability, loss, or damage is caused by, or arises out of, the action or failure to act on the part of any NACCHO employee. In the event that liability to third parties, loss, or damage arises as a result of activities conducted jointly by the CONTRACTOR and NACCHO in fulfillment of their responsibilities under this agreement, such liability, loss, or damage shall be borne by the CONTRACTOR and NACCHO in relation to each party's responsibilities under these joint activities. CONTRACTOR'S liability shall be limited to the extent provided by section 768.28, Florida Statutes. Nothing contained herein shall be construed as an explicit or implied waiver of the CONTRACTOR'S sovereign immunity under Florida law.
4. **REVISIONS AND AMENDMENTS:** Any revisions or amendments to the Agreement between the parties must be made in writing and signed by both parties.
5. **ASSIGNMENT:** Without prior written consent of NACCHO, CONTRACTOR may not assign this Agreement nor delegate any duties herein.
6. **INTERFERING CONDITIONS:** CONTRACTOR shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of CONTRACTOR's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve CONTRACTOR of said duties and

¹ Approved by the Florida Department of Health, Office of the General Counsel on December 2, 2020.

responsibilities under this Agreement.

7. OWNERSHIP OF MATERIALS: CONTRACTOR hereby transfers and assigns to NACCHO all right, title and interest (including copyright rights) in and to all materials created or developed by CONTRACTOR pursuant to this Agreement, including, without limitation, reports, summaries, articles, pictures and art (collectively, the "Materials") (subject to any licensed third-party rights retained therein). CONTRACTOR shall inform NACCHO in writing of any third-party rights retained within the Materials and the terms of all license agreements to use any materials owned by others. CONTRACTOR understands and agrees that CONTRACTOR shall retain no rights to the Materials and shall assist NACCHO, upon reasonable request, with respect to the protection and/or registrability of the Materials. CONTRACTOR represents and warrants that, unless otherwise stated to NACCHO in writing, the Materials shall be original works and shall not infringe or violate the rights of any third party or violate any law. The obligations of this paragraph are subject to any applicable requirements of the Federal funding agency.
8. RESOLUTION OF DISPUTES: Should disputes arise between the parties during the course of this Agreement, the parties shall make a good faith attempt to resolve disputes through dialogue and negotiation prior to commencing litigation. Both parties agree to be responsible for their own attorney's fees and costs.
9. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party. Notice of termination shall be sent by certified mail, return receipt requested, to the Contract Officer or Designees identified in this Agreement. NACCHO will pay CONTRACTOR for services rendered through the date of termination.
10. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties regarding the subject matter hereof and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, regarding such subject matter.
11. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, such part, term or provision shall be restated in accordance with applicable law to best reflect the intentions of the parties and the remaining portions or provisions shall remain in full force and effect and shall not be affected.
12. ADDITIONAL FUNDING: Unless prior written authorization is received from NACCHO, no additional funds will be allocated to this project for work performed beyond the scope specified or time frame cited in this Agreement.
13. REMEDIES FOR MISTAKES: If work that is prepared by the CONTRACTOR contains errors or misinformation, the CONTRACTOR will correct error(s) within five business days. The CONTRACTOR will not charge NACCHO for the time it takes to rectify the situation.

14. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: CONTRACTOR's use of funds under this Agreement is subject to the directives of and full compliance with 2 CFR Part 200 (Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards), and 45 C.F.R. Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards). It is the CONTRACTOR's responsibility to understand and comply with all requirements set forth therein.
15. EQUAL EMPLOYMENT OPPORTUNITY: Pursuant to 2 CFR 200 Subpart D, CONTRACTOR will comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
16. DEBARRED OR SUSPENDED CONTRACTORS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Contractor hereby certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
17. AUDITING: CONTRACTOR agrees to permit independent auditors to have access to its records and financial statements for the purpose of monitoring compliance with this Agreement. If CONTRACTOR is not required to undergo an audit pursuant to 2 CFR 200 Subpart F because CONTRACTOR receives less than \$750,000 in federal direct or indirect cooperative agreement or grant funds, CONTRACTOR will certify to NACCHO that it is not so required. If CONTRACTOR is required to undergo an audit pursuant to 2 CFR 200 Subpart F, CONTRACTOR will undergo the required audit and agrees to send a copy of its most recent OMB Single audit report and any management letters to NACCHO.
18. LOBBYING RESTRICTIONS AND DISCLOSURES: Pursuant to 2 CFR 200 Subpart E, Contractor hereby certifies to NACCHO that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
19. SALARY LIMITATION: Pursuant to CDC Additional Requirement – 32: Appropriation Act, General Provisions, cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this Agreement shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

20. COMPLIANCE WITH FEDERAL ENVIRONMENTAL REGULATIONS: Pursuant to 2 CFR 200 Subpart F, CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
21. WHISTLEBLOWER PROTECTION: Pursuant to 41 U.S.C. 4712 employees of a contractor, subcontractor, or Subrecipient will not be discharged, demoted, or otherwise discriminated against as reprisal for “whistleblowing”.
22. CORONAVIRUS DISEASE 2019 (COVID-19) Funds: The contractor acknowledged that the project is funded under the Coronavirus Preparedness and Response Supplemental Appropriation 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 Appropriation Act, 2021 (P.L. 116-260), Division M – Coronavirus Response and Relief Supplemental Appropriations Act, 2021 (P.L. 116-260) and hereby agrees, as to 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 measure and 3) assist the United States Government in implementation and enforcement of federal orders related to quarantine and isolation. The Contractor will comply, to the extent applicable, with Section 18115 of the CARES Act, with respect to the reporting to the HHS Secretary of results 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.
- Furthermore, consistent with 45 C.F.R. 75.322, the Contractor agrees to provide to CDC copies and/or access to COVID-19 data collected 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.
23. COOPERATION WITH INSPECTORS GENERAL: To the extent applicable, the parties acknowledge and understand their obligation and duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.
24. WAIVER OF JURY TRIAL: The parties hereby irrevocably waive any and all right to trial by jury in any legal proceeding arising out of or relating to this contract.
25. APPLICATION OF FLORIDA LAW: This Agreement will be interpreted and construed in accordance with Florida law, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction). Venue for any legal actions arising from this contract will be in Orange County, Florida, unless the contract is entered

into by one of the Contractor's County health departments, in which case, venue for any legal action will be in the county where the county health department is located.