

**COVID-19 TESTING  
SERVICES AGREEMENT**

**THIS COVID-19 TESTING SERVICES AGREEMENT** (this “Agreement”), effective as of August \_\_, 2021 (“Effective Date”), is entered into by and between **AGAPE COMMUNITY HEALTH CENTER, INC.**, a Florida corporation (“Agape”), and the **CITY OF JACKSONVILLE**, a consolidated municipal corporation and political subdivision existing under the laws of the State of Florida (the “City”).

**RECITALS:**

**WHEREAS**, the City and its citizens are in need of increased access to safe, rapid testing for 2019 novel coronavirus (“COVID-19”) to measure and contain the spread of COVID-19 and to reduce the burden on local health systems;

**WHEREAS**, Agape provides various health care services to patients throughout Northeast Florida, including evaluation of persons presenting with symptoms of COVID-19 performed by licensed independent contractor physicians who are Board certified in emergency, internal and/or family medicine (the “Physicians”) and licensed physician assistants and advanced practice registered nurses who are experienced in emergency, internal and/or family medicine and practicing under the supervision of a Physician (the “Practitioners”), and COVID-19 testing and follow up conducted by appropriate personnel;

**WHEREAS**, the City desires to engage Agape to provide certain services to persons seeking care for COVID-19 who are residents of Duval County or persons employed by the consolidated City of Jacksonville who do not reside in Duval County (“City Employees”) (collectively, “Patients”);

**WHEREAS**, the City desires to engage Agape to provide safe, rapid COVID-19 testing to Patients at three fixed COVID-19 testing sites consisting of three fixed sites: Shops at Sherwood, 5045 Soutel Drive, Suites 21 & 25, Jacksonville, Florida 32208, College Park, 903 University Boulevard North, Suite 923, Jacksonville, Florida 32211, and Lane Wiley Senior Center, 6710 Wiley Road, Jacksonville, Florida 32210 (the “Fixed Sites”), and one mobile COVID-19 testing site (the “Mobile Site” and, together with the Fixed Sites, the “Sites”) and Agape desires to provide such testing services on the terms and subject to the conditions set forth herein; and

**WHEREAS**, the City further desires that Agape follow up with and provide treatment recommendations to all Patients tested at a Site;

**NOW, THEREFORE**, in consideration of the covenants, conditions and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Term; Termination.** The term of this Agreement (the “Term”) shall commence on the date on which a Site is first open and available to test Patients, which date shall be no more than fifteen (15) days after the Effective Date of this Agreement and continue through August 31,

2022 unless funds have been expended or if terminated earlier as provided in this Agreement. Except as otherwise provided herein, any party may terminate this Agreement during the Term at any time with or without cause upon fifteen (15) days' prior written notice to the other parties, provided that the effective date of termination may not be prior to the date that is two (2) months after the beginning of the Term. Termination of this Agreement for any reason shall not release or discharge either party from any obligation or liability accruing before the date of termination.

## **2. Services to be Provided by Agape.**

(a) **COVID-19 Testing.** Agape shall establish the Fixed Sites and Mobile Site to provide safe, rapid testing for COVID-19 and COVID-19 vaccinations on a walk-up basis to Patients. The City shall ensure that the Lane Wiley Senior Center has sufficient parking and access to restrooms, electricity and any other basic amenities reasonably requested by Agape. City grants Agape, its employees, contractors and representatives a license to use the Lane Wiley Senior Center Site free of charge for the purposes set forth in this Agreement. The Indoor Sites shall be open to Patients for COVID-19 testing five and one half (5 ½) days per week, Monday through Friday, from 9:00 a.m. to 4:00 p.m. and Saturday from 9:00 a.m. to 12:00 p.m. The Indoor Sites shall be open to Patients for COVID-19 vaccinations seven (7) days a week (Sunday-Saturday) from 9:00 a.m. to 6:00 p.m. The Mobile Site shall be used for overflow capacity for COVID-19 vaccinations, if needed. Agape shall publish and advertise a monthly calendar in advance for the Indoor Site locations and the Mobile Site, if needed. Subject to availability of testing kits, each Site shall be capable of testing, and shall be limited to, 100 Patients daily. Agape shall provide and set up the equipment, technology and signage for each Site, including a mobile testing unit for the Mobile Site. Agape shall adhere to reasonable rules and regulations governing the use of each Site that may be established by the City during the Term. Agape shall obtain reasonable and appropriate information from each Patient to evidence that the Patient is a Duval County resident or a City Employee. Agape shall manage, operate and provide security for each Site and shall provide ASL interpreter services at all Sites during operating hours. Agape shall provide all necessary supplies for each Site; provided that, although Agape shall use commercially reasonable efforts to procure sufficient quantities of COVID-19 test kits and vaccines, the parties acknowledge that, although supply shortages are not expected, Agape cannot guarantee it will be able to obtain any particular number of COVID-19 test kits or vaccines given competing demand throughout the United States. Agape shall provide sufficient health care personnel to fully staff the Sites ("Testing Staff"). Agape shall be responsible for disposal of all medical waste at the Sites on a daily basis.

(b) **Patient Follow Up.** Agape shall ensure that all Patients who are tested at a Site receive their test results. Agape shall, through appropriate health care personnel under the direct supervision of a Physician or Practitioner, contact any Patient who tests positive for COVID-19 as soon as possible and provide such Patient with his or her test results and treatment recommendations in accordance with the most current advice from the Florida Department of Health and the United States Centers for Disease Control and Prevention. Agape shall, through appropriate personnel, promptly contact any Patient who tests negative for COVID-19 and provide such Patient with his or her test results. Agape

will provide call center staff to contact Patients with test results and to answer questions, as well as contact tracers to assist in identifying people who may have come into direct contact with a Patient who has tested positive for the COVID-19 virus. The contact tracers will also provide Patients and those they have come into direct contact with instructions for quarantine procedures and future care.

(c) **Department of Health Reporting; City Reporting.** Agape shall report or cause to be reported Patients who are under investigation for COVID-19 and COVID-19 test results to the Florida Department of Health in Duval County and any other government agencies to the extent required by and in accordance with applicable federal, state and local laws and regulations and the most current guidance issued by the Florida Department of Health. Agape shall provide the City with a daily report of the services provided and delivered to Patients by Agape pursuant to this Agreement (the “City Daily Report”). The City Daily Report shall include the following generic and unidentifiable Patient information: (i) number of Patients and COVID-19 tests performed each day; (ii) number of positive, negative and inconclusive COVID-19 test results received each day, (iii) the age, sex, race, and residence zip code for each Patient, and turnaround times for diagnostic test results being Returned to Patients by each Site, excluding any Patient identifiable or other confidential information that may not be disclosed under applicable laws. On a weekly basis each Monday Agape shall also provide a per day average of test results being returned to patients that are commensurate with the number of tests that have been administered. The City, at its option, may elect to lessen the frequency of such report (e.g. daily to weekly) and shall provide Agape prior written notice regarding the same. Agape shall not include any Patient identifying information (i.e., name, address, etc.) in such report. Agape shall comply with Section 7 of this Agreement in providing any information or reports required under this subsection.

(d) **Publicity.** The parties shall cooperate in developing and implementing a public relations strategy to announce the availability of and provide information regarding the Sites. Neither party shall use the other party’s name, logo, likeness, proprietary trademarks, servicemarks or other intellectual property (or any portion thereof), in each case without the prior written consent of such other party, which consent may be withheld in each party’s absolute and sole discretion.

**3. Agape Obligations.** In addition to all other obligations herein, Agape shall, during the Term, ensure that: (a) each Physician and Practitioner possesses and keeps current and in good standing all professional medical or other licenses and certifications required to provide professional medical services in the State of Florida; (b) each Physician maintains his or her appointment to the medical staff of at least one hospital with clinical privileges; (c) each Physician and Practitioner complies with all applicable federal, state and local laws and regulations governing the practice of their profession, including without limitation ethical standards and any practice standards imposed upon “telehealth providers” pursuant to Section 456.47, Florida Statutes (2019), as same may be amended from time to time (although, it is understood that no “telehealth” services are required and/or being offered under this Agreement); (d) each Physician and Practitioner continuously maintains professional liability insurance covering his or her respective acts and omissions in the performance of professional services hereunder, such

insurance to be in coverage amounts of not less than \$250,000 per occurrence and \$750,000 annual aggregate, which coverage may be shared by a Practitioner with his or her supervising Physician, or in such higher amounts as required by Section 458.320, Florida Statutes (2019), as same may be amended from time to time; (e) each Testing Staff member is appropriately trained and, if necessary, licensed to perform his or her duties at a Site or under Section 2(b) above; and (f) each Physician, Practitioner, Testing Staff member, or other employee, agent or contractor of Agape timely prepares and enters in the appropriate electronic medical records system in connection with the provision of services hereunder all medical records, reports, claims and correspondence necessary or appropriate in the circumstances, all of which shall belong to Agape as records owner.

**4. Compensation.** As compensation for the performance of the services provided by Agape to Patients hereunder, the City shall pay to Agape on a monthly basis in arrears on a work performed and invoiced basis. A schedule of the estimated costs authorized for payment under this Agreement is attached hereto as Exhibit B. The “initial payment” shown on Exhibit B in the amount of \$500,000.00 shall be payable on an itemized work performed and invoiced basis.

Agape may submit to the City’s Contract Manager requests to amend Agape’s budget, including moving funds from one line item within the approved budget to another, as long as such budget changes are within ten percent (10%) of the approved budget line items reflected in **Exhibit B**. Any change to Agape’s approved budget in accordance with this Section must first be approved by the City’s Contract Manager prior to such change being effective; provided, nothing in this Agreement authorizes any expenditure or obligation of City Funds in excess of the total maximum indebtedness of the City pursuant to this Section.

**5. No Charges to Patients.** Agape shall not charge any fees to Patients for COVID-19 tests. Agape may charge reasonable per COVID-19 test fees to persons who are not Duval County residents or City Employees; provided that Agape shall charge the City any fees with respect to such persons.

**6. Security; First Responders.** Agape shall provide one security officer at each Site and shall otherwise be responsible for security at the Sites. The City may, at its option, provide Jacksonville Sheriff’s Office personnel at each Site to direct traffic. Jacksonville Fire Rescue Department personnel shall be available via a 911 emergency call to evaluate and, if necessary, treat and transport a Patient, Testing Staff member, or other person in medical distress.

**7. Compliance with Laws.** In performing their respective obligations hereunder, the parties shall comply with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), as amended, and the HIPAA Privacy and Security Rules thereunder. The parties agree to comply with HIPAA and HITECH requirements and to execute any necessary agreements for services provided by either of them on behalf of the other, including, but not limited to, a Business Associate Agreement.

Agape acknowledges that its performance under this Agreement may involve access to confidential Patient information including, but not limited to, personally-identifiable information, protected health information, and individual financial information (collectively,

“Protected Information”) that is subject to state or federal laws and regulations restricting the use and disclosure of such information, including, but not limited to, HIPAA and HITECH. Agape agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of Protected Information. Agape shall use appropriate safeguards to prevent any access, use, modification, disclosure or destruction of Protected Information other than as permitted under applicable laws and regulations, which shall include but not be limited to administrative, physical and technical safeguards as necessary and appropriate to protect the confidentiality, security, integrity and availability of Protected Information, and which shall be no less rigorous than accepted industry practices and industry standards of information security.

Notwithstanding any provision in this Agreement to the contrary, Agape shall indemnify, defend and hold harmless City, its affiliates, members, directors, officers and employees (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all claims, suits, causes of action, inquiries, investigations, proceedings, and the resulting damages, fees, costs, penalties, resolutions, assessments, losses, liabilities, or judgments (including reasonable attorneys’ fees) which may be imposed on or incurred by or instituted against the City or any such person relating to or arising out of any access, use, disclosure, modification, or destruction of Protected Information that is not permitted under applicable law by Agape or its representatives. However, Agape shall not be liable under the foregoing indemnification provision for any loss, claim, damage or liability which resulted primarily from the willful misconduct and/or negligence of such Indemnified Party. Moreover, the losses, claims, damages, and/or liabilities with respect to which Agape shall be obligated to indemnify the Indemnified Parties shall be reduced by the amount of any insurance proceeds actually paid to such Indemnified Party with respect to such losses, claims, damages and/or liabilities.

This Section shall apply to information that is accessed, created, received, maintained, processed, modified, used, disclosed or destroyed in connection with the services provided under this Agreement by Agape, in whatever form, including but not limited to paper, electronic or oral, that is individually identifiable information about Patients and their family members and significant others, independent contractors, and other individuals, including but not limited to any individually identifiable health and financial information.

**8. Independent Contractor; Limitations on Authority.** Agape is an independent contractor of the City. Nothing contained herein shall be deemed to create an employment, agency, joint venture or partnership relationship between Agape and the City or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. As an independent contractor, Agape shall exercise independent judgment as to the precise manner of performing services under this Agreement. Agape understands and agrees that: (a) the City shall not withhold from any amounts payable hereunder any sums for the payment of personal or other income taxes, unemployment insurance or social security; and (b) Agape is fully and completely responsible for its own employment tax payments and workers’ compensation insurance, social security and any other required tax payments or withholding. Neither party is granted hereby, and neither party shall hold itself out as having, any right or authority to enter into any contract, incur any liabilities, create any obligation or responsibility or make any representation or warranty, express or implied, on behalf of or in the name of the other party, or to otherwise bind the other party in any manner.

**9. Regulatory Changes.** This Agreement may be terminated by either party following reasonable written notice to the other party based upon the notifying party's determination, supported by an opinion of legal counsel, risk managers or consultants, that existing or changed law, regulations, interpretations or case law applied to the transaction governed by this Agreement create a substantial likelihood of sanction, prosecution or assessment of the party giving notice. The parties acknowledge that this Agreement is being entered into at a time of public health emergency and significant change in state and federal law regarding the delivery and financing of health services, including but not limited to, the passage of the Families First Coronavirus Response Act – H.R. 6201, and agree to negotiate in good faith to reform or modify this Agreement with the goal of preserving to the greatest extent possible the benefits inuring to each of them in the event of any such confirmed risk of sanction, prosecution or assessment prior to terminating this Agreement, unless termination is necessary to prevent imminent adverse legal consequences as determined by the legal counsel referenced above.

**10. Access to Books and Records.** Until the expiration of four (4) years after the furnishing of services under this Agreement, each party hereto shall make available to the other, upon written request of the Secretary of the U.S. Department of Health and Human Services, the Comptroller General of the United States, any of their duly authorized representatives or any other governmental authority, this Agreement and any books, documents and records that are necessary to certify the nature and extent of the costs incurred by the parties hereunder.

**11. No Waiver of Sovereign Immunity.** The parties acknowledge that the City is a consolidated municipal and county political subdivision of the State of Florida. Nothing in this Agreement shall be interpreted or construed as a waiver of the City's or the State of Florida's common law sovereign immunity any greater than the limited waiver set forth in Section 768.28, Florida Statutes.

**12. Default.** The failure to observe or perform any of the covenants, conditions or obligations of this Agreement within thirty (30) days after the issuance of written notice specifying the nature of the default claimed shall constitute a material default and breach of this Agreement by the non-performing party ("Defaulting Party"); provided, however, if such condition is of a nature that it cannot be corrected within thirty (30) days, then such party shall not be in default so long as it commences such cure promptly after receiving such notification, and diligently pursues such cure and such cure is in any event completed within sixty (60) days.

With respect to any default under this Section, the non-defaulting party shall have the right, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event the default shall constitute an emergency condition, any party acting in good faith shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances, or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the party shall have the irrevocable right upon prior written notice to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. In the event the non-defaulting party shall cure a default, the Defaulting Party shall reimburse the curing party for all reasonable costs and expenses

incurred in connection with such curative action, within thirty (30) days of receipt of demand, together with reasonable documentation supporting the expenditures made.

Each party shall have the right to prosecute any proceedings at law or in equity against any Defaulting Party hereto, or any other person, violating or attempting to violate or defaulting upon any of the provisions contained in this Agreement, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by another of any of the terms, covenants or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. All of the remedies permitted or available to a party under this Agreement or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

If a party terminates this Agreement due to a default by the other party and after termination by such party it is determined by a court of competent jurisdiction that the other party was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the terminating party.

**13. Severability.** It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the law and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, in the event that any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable for any reason, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

**14. Notices.** Any notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, personally delivered, delivered by courier or sent by registered mail (return receipt requested and postage prepaid) or email, in each case addressed to the parties at their respective addresses indicated below, or at such other address as any party shall have specified by notice given in accordance herewith.

If to Agape: Agape Community Health Center, Inc.  
120 King St.  
Jacksonville, FL 32204  
Attn: Graham Watts, Sr. Grant Management  
Specialist  
Email: [graham.watts@agapefamilyhealth.org](mailto:graham.watts@agapefamilyhealth.org)

If to the City: City of Jacksonville  
117 West Duval Street, Suite 400  
Jacksonville, FL 32202

Attn: Director of Community & International Affairs  
Email: [cmoreland@coj.net](mailto:cmoreland@coj.net)

With a copy to:

Office of General Counsel  
117 West Duval Street, Suite 480  
Jacksonville, FL 32202  
Attn: Corporation Secretary

Provided, however, to the extent that any notice is sent via email, such notice shall be sufficient so long as the party sending the notice via email obtains a written confirmation from the receiving party of the electronic delivery thereof.

**15. Force Majeure.** If the performance by either party hereunder is delayed or prevented at any time due to circumstances beyond the control of such party, including, without limitation, those resulting from labor disputes, fire, floods, natural disasters, riots, blackouts, civil disturbances, weather conditions, restrictions imposed by or control exercised by a governmental entity, unavoidable casualties or acts of God, acts of terror, acts of a public enemy, or a shortage of or inability to obtain materials, equipment or labor, the performance of such party shall be excused until such condition no longer exists. The party whose performance is delayed or prevented as described in this Section 15 shall use commercially reasonable efforts to eliminate or modify any force majeure condition.

**16. City Required Provisions.**

(a) Maximum Indebtedness. As required by Section 106.431, *City of Jacksonville Ordinance Code*, the maximum indebtedness of City pursuant to this Agreement shall not exceed Five Million and 00/100 Dollars (\$5,000,000.00) (“Maximum Indebtedness”). City’s obligations under this Agreement are contingent upon the availability of lawfully appropriated funds therefor.

(b) Indemnification. Agape shall indemnify, defend and hold harmless the City, its directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys’ fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Agape or its employees, agents, subcontractors or other persons employed or utilized by Agape in the performance of this Agreement or the work performed hereunder. Nothing in this Agreement shall be construed as a waiver or limitation of the City’s rights accorded by the Florida Constitution as codified in Section 768.28, Florida Statutes. The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to this Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of this Agreement.

(c) Representations. Agape represents and warrants that its employees, contractors and subcontractors in performing its obligations under this Agreement shall



exercise the degree of skill and care required by customarily accepted good practices and procedures in the health care industry. Agape further warrants that the services set forth in Section 2 shall be performed by it in a professional manner and with professional diligence and skill, consistent with the prevailing standards of the industry.

(d) Insurance. Agape shall comply with the insurance provisions attached to this Agreement as Exhibit A.

(e) Retention of Records/Audit. As required by Section 126.108(a), *City of Jacksonville Ordinance Code*, Agape and each of its respective subcontractors shall maintain all business records directly pertinent to the performance of this Agreement (“Records”) and shall make such Records available at all reasonable times for examination by City during the period of this Agreement and for three (3) years from the date of final payment under this Agreement during Agape’s regular business hours.

(f) Compliance with Laws. As required by Section 126.108(b), *City of Jacksonville Ordinance Code*, Agape must comply with any and all federal, state, and local laws, rules, regulations, and ordinances, as the same exist and may be amended from time to time applicable to Agape. Such laws, rules, regulations, and ordinances may include, but are not limited to, Chapter 119, Florida Statutes (the Florida Public Records Law) and Section 286.011, Florida Statutes (the Florida Sunshine Law), as they apply to this Agreement. If any of the obligations of Agape under this Agreement are to be performed by a subcontractor, Agape must ensure that the provisions of this Section shall be incorporated into and become a part of the subcontract.

(g) Non-discrimination. As required by Section 126.404, *City of Jacksonville Ordinance Code*, Agape represents that it has adopted and will maintain throughout the term of this Agreement a policy of nondiscrimination or nonharassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions, and related terms and conditions of employment. Agape agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Jacksonville Human Rights Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this Agreement; *provided however*, that Agape shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the day and year first above written. Agape agrees that, if any of the services to be provided pursuant to this Agreement are to be performed by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

(h) Contract Managers. Each party will designate a Contract Manager during the Term whose responsibility shall be to oversee the party's performance of its duties and

obligations pursuant to the terms of this Contract. As of the Effective Date, City's Contract Manager is Charles Moreland, Director of Community & International Affairs, 117 West Duval Street, Suite 400, Jacksonville, FL 32202, cmoreland@coj.net; and Agape's Contract Manager is Graham Watts, Sr. Grant Management Specialist, Agape Family Health, 120 King Street, Jacksonville, Florida 32204, graham.watts@agapefamilyhealth.org. Each party shall provide prompt written notice to the other party of any changes to the party's Contract Manager or his or her contact information.

(i) Authority; No Conflict. Agape represents that it is a duly incorporated and validly existing entity. Agape is authorized to conduct business and is in good standing in the State of Florida. Agape has full power and authority to execute and deliver this Agreement and all documents contemplated by this Agreement, and to perform its contractual obligations. Entering into this Agreement will not conflict with or result in a breach of any other agreement to which Agape is a party. The individual signing on behalf of Agape has full power and authority to do so, and Agape shall deliver to the City promptly upon request all documents reasonably requested by the City to evidence that authority. The making, execution and delivery of this Agreement and performance of all contractual obligations by Agape have been duly authorized and approved by all necessary company action of Agape.

(j) Public Records.

All documents, data and other records received by City in connection with this Agreement are public records and available for public inspection unless specifically exempt by law. Agape shall allow public access to all documents, data and other records made or received by Agape in connection with this Agreement unless the records are exempt from Section 249(a) of Article I of the Florida Constitution or subsection 119.07(1), Florida Statutes. City may unilaterally terminate this Agreement if Agape refuses to allow public access as required under this Agreement.

If Agape believes that any portion of any documents, data or other records submitted to City in connection with this Agreement are exempt from disclosure under Chapter 119, Florida Statutes, the Florida Constitution and related laws ("Florida's Public Records Laws"), the party claiming the exemption must (1) clearly segregate and mark the specific sections of the document, data and records as "Confidential", (2) cite the specific Florida Statute or other legal authority for the asserted exemption, and (3) provide City with a separate redacted copy of the documents, data, or records (the "Redacted Copy"). The Redacted Copy shall contain City's contract name and number, and shall be clearly titled "Redacted Copy". Agape should only redact those portions of records that Agape claims are specifically exempt from disclosure under Florida's Public Records Laws. If the party claiming an exemption fails to submit a redacted copy of documents, data, or other records it claims is confidential, City is authorized to produce all documents, data, and other records submitted to City in answer to a public records request for these records.

In the event of a public records or other disclosure request under Florida's Public Records Laws or other authority to which Agape's documents, data or records are responsive, City will provide the Redacted Copy to the requestor. If a Requestor asserts a right to any

redacted information, City will notify Agape that such an assertion has been made. It is the party claiming the exemption's responsibility to respond to the requestor to assert that the information in questions is exempt from disclosure under applicable law. If City becomes subject to a demand for discovery or disclosure of the redacted information under legal process, City shall give Agape prompt notice of the demand prior to releasing the redacted information (unless otherwise prohibited by applicable law). The party claiming the exemption shall be responsible for defending its determination that the redacted portions of the information are not subject to disclosure.

The party claiming the exemption shall protect, defend, and indemnify City from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs, and expenses (including but not limited to reasonable attorney's fees and costs) arising from or relating to the assertion that all or any portion of its information is not subject to disclosure.

In accordance with Section 119.0701, Florida Statutes, Agape shall:

(a) Keep and maintain public records required by City to perform the services under this Agreement; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements, including medical records, are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Agape does not transfer the records to City; and

(d) Upon completion of this Agreement, transfer to City at no cost all public records in possession of Agape or keep and maintain public records required by City to perform the service. If Agape transfers all public records to City upon completion of this Agreement, such party shall destroy any duplicate public records in its possession that are exempt or confidential and exempt from public records disclosure requirements. If Agape keeps and maintains public records upon completion of this Agreement, Agape shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to Agape to the extent it is a "Contractor" as defined in Section, 119.0701, Florida Statutes.

**IF AGAPE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT**

**THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678;  
REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC  
RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180,  
JACKSONVILLE, FLORIDA 32202.**

**17. Waiver Not Consent.** Any waiver of any breach of this Agreement by a party hereto shall not be construed to be a continuing waiver or consent to any subsequent breach by such party.

**18. Assignment.** No party hereto may assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other parties.

**19. Binding Effect.** This Agreement shall be enforceable in accordance with its terms by the parties hereto and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall confer any rights or benefits upon any person other than the parties hereto and their respective successors and permitted assigns.

**20. Exclusive Jurisdiction and Venue.** Venue for any litigation, legal action or other proceeding brought for the interpretation or enforcement of this Agreement, or because of a dispute or alleged breach or default in connection with any provision of this Agreement, shall lie solely in the state courts of the State of Florida located in Duval County, Florida. The parties (a) consent to personal jurisdiction and venue in such courts; (b) agree that such courts shall have exclusive jurisdiction over any matters arising out of or related to this Agreement; (c) acknowledge and agree that they will accept service of process by registered or certified mail or the equivalent directed to their last known address as determined by the other party or parties or by whatever other means are permitted by such courts; and (d) waive all claims to the effect that any of the aforementioned courts constitutes an inconvenient forum.

**21. Governing Law; Construction.** This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Florida and applicable federal law, without regard to any conflict or choice of law rule or principle that would refer the governance, construction or enforcement of this Agreement to the laws of another jurisdiction. The parties agree that the language, terms and conditions in this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities of the parties in connection with the preparation of this Agreement.

**22. Entire Agreement; Amendments.** This Agreement supersedes any prior or contemporaneous agreements or understandings, oral or written, with respect to the subject matter hereof and contains the entire understanding and agreement among the parties with respect to the subject matter hereof. This Agreement may not be altered, modified or amended except by a subsequent written agreement entered into by the parties hereto.

**23. Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement

by facsimile or other electronic transmission (including PDF) shall have the same force and effect as delivery of a manually executed counterpart of this Agreement.

**24. City Authority.** The City is authorized to enter into this Agreement pursuant to Ordinance 2021- \_\_\_\_.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement as of the date first above written.

**AGAPE:**

**AGAPE COMMUNITY HEALTH CENTER, INC.**, a Florida corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

**CITY OF JACKSONVILLE**

By \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Lenny Curry  
Mayor

In accordance with the *Ordinance Code*, of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and un-impounded balance in the appropriation sufficient to cover the foregoing agreement; and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance  
City Contract Number: \_\_\_\_\_

Form Approved:

\_\_\_\_\_  
Office of General Counsel

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**Exhibit A**

**Insurance Requirements**

Without limiting its liability under this Agreement, Agape shall at all times during the term of this Agreement procure prior to commencement of work and maintain at its sole expense during the life of this Agreement, insurance of the types and limits not less than amounts stated below:

**Insurance Coverages**

Schedule	Limits
<b>Worker's Compensation Employer's Liability</b>	Florida Statutory Coverage \$ 100,000 Each Accident \$ 500,000 Disease Policy Limit \$ 100,000 Each Employee/Disease

This insurance shall cover Agape (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements).

<b>Commercial General Liability</b>	\$2,000,000	General Aggregate
	\$2,000,000	Products & Comp. Ops. Agg.
	\$1,000,000	Personal/Advertising Injury
	\$1,000,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

<b>Professional Liability</b>	\$250,000 per Claim \$750,000 Aggregate (Including Medical Malpractice when applicable)
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Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement and with a three year reporting option beyond the annual expiration date of the policy.

Agape may submit proof of Authorized Program of Self Insurance to the City's Office of Risk Management to satisfy the Insurance Requirements and Additional Insurance Provisions with each of the requirements and provisions clearly noted.

### **Additional Insurance Provisions**

- A. Additional Insured: All insurance except Worker's Compensation shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010.
- B. Agape's Insurance Primary. The insurance provided by Agape shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- C. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Agreement shall remain the sole and exclusive responsibility of the named insured (Agape). Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Agreement.
- D. Agape's Insurance Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of Agape or its subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.
- E. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Agape shall relieve Agape of its full responsibility to provide insurance as required under this Agreement.
- F. Certificates of Insurance. Agape shall, as soon as practicable, provide the City with Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.
- G. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.
- H. Notice. Agape shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not provided, Agape



shall provide the City thirty (30) days' written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

- I. Survival. Anything to the contrary notwithstanding, the liabilities of Agape under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- J. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

**Exhibit B**

**Fee Schedule and Budget**

<b>Item</b>	<b>Cost</b>
<b>Staffing/Personnel</b>	\$1,221,404.00
<b>Supplies</b>	\$3,025,023.00
<b>Operation Setup</b>	\$389,754.00
<b>Advertising</b>	\$21,000.00
<b>IT</b>	\$37,200.00
<b>Lease Spaces</b>	\$305,620.00
<b>Max Contract Amount:</b>	\$5,000,000.00

<b>Item</b>				<b>Cost requested for Initial Payment</b>
<b>Operations Set Up</b>				<b>\$389,754</b>
20 x 40 Tents, 2 – 20 x 20 Tents, 8 Tables, 30 Chairs	\$2,250	18	6	\$243,000
Side walls	\$260	18	6	\$28,080
A/C with Generator	\$752	18	6	\$81,234
Overnight Security	\$180	18	6	\$19,440
Portable Toilet (2 – Flushable Toilets, 2 – Hand Washing Stations and 1 – ADA Toilet)	\$1,000	3	6	\$18,000
<b>IT</b>				<b>\$30,000</b>
Laptops & Printers	\$1,200	25	1	\$30,000
<b>Lease Spaces</b>				<b>\$44,687</b>
Rent for Space A	\$7,781	20	0	\$25,937
Rent for Space B	\$7,500	15		\$18,750
<b>Clinical Supplies</b>				<b>\$20,994</b>
Surgical Gowns	\$3.29	1,038		\$3,415
Surgical Masks (per case)	\$617.40	10		\$6,174
Medical Gloves (per case)	\$80.00	106		\$8,480
Disinfecting Wipes	\$117.00	25		\$2,925

<b>Office Supplies</b>	<b>\$9,000</b>
Paper, Ink, etc	\$9,000
<b>Advertising</b>	<b>\$5,565</b>
Canvassing/Marketing/Signage	\$5,565
<b>Total Initial Payment:</b>	<b>\$500,000</b>



## Vaccine and Testing Proposed Budget

DESCRIPTION	Weeks	QTY (HRS)	RATE	TOTAL
<b>Vaccine Personnel</b>				
ARNP (M - Sun)	6	56	\$ 75.00	\$ 25,200.00
Free Standing Clinic - (2) RN (M-Sun)	6	112	\$ 95.00	\$ 63,840.00
Free Standing Clinic - RN/EMT (M-Sun)	6	56	\$ 62.00	\$ 20,832.00
Free Standing Clinic - (4) MA's (M-Sun)	6	224	\$ 48.00	\$ 64,512.00
Free Standing Clinic - (5) Registrar (M-Sun)	6	280	\$ 40.00	\$ 67,200.00
Security - (2) (M-Sun)	6	126	\$ 32.00	\$ 24,192.00
Custodian - (2) (M-Sun)	6	126	\$ 40.00	\$ 30,240.00
<b>SUBTOTAL FREE STANDING CLINIC - LANE WILEY</b>				<b>\$ 296,016.00</b>
<b>Vaccine Personnel</b>				
ARNP (M - Sun)	6	56	\$ 75.00	\$ 25,200.00
Free Standing Clinic - (2) RN (M-Sun)	6	112	\$ 95.00	\$ 63,840.00
Free Standing Clinic - RN/EMT (M-Sun)	6	56	\$ 62.00	\$ 20,832.00
Free Standing Clinic - (4) MA's (M-Sun)	6	224	\$ 48.00	\$ 64,512.00
Free Standing Clinic - (5) Registrar (M-Sun)	6	280	\$ 40.00	\$ 67,200.00
Security - (2) (M-Sun)	6	126	\$ 32.00	\$ 24,192.00
Custodian - (2) (M-Sun)	6	126	\$ 40.00	\$ 30,240.00
<b>SUBTOTAL FREE STANDING CLINIC - COLLEGE PARK</b>				<b>\$ 296,016.00</b>
<b>Vaccine Personnel</b>				
ARNP (M - Sun)	6	56	\$ 75.00	\$ 25,200.00
Free Standing Clinic - (2) RN (M-Sun)	6	112	\$ 95.00	\$ 63,840.00
Free Standing Clinic - RN/EMT (M-Sun)	6	56	\$ 62.00	\$ 20,832.00

Free Standing Clinic - (4) MA's (M-Sun)	6	224	\$	48.00	\$	64,512.00
Free Standing Clinic - (5) Registrar (M-Sun)	6	280	\$	40.00	\$	67,200.00
Security - (2) (M-Sun)	6	126	\$	32.00	\$	24,192.00
Custodian - (2) (M-Sun)	6	126	\$	40.00	\$	30,240.00
<b>SUBTOTAL FREE STANDING CLINIC - SHOPPES OF SHERWOOD</b>						
			<b>\$</b>		<b>\$</b>	<b>296,016.00</b>
<b>Total Vaccine personnel Costs</b>						
			<b>\$</b>		<b>\$</b>	<b>888,048.00</b>
<b>Testing Personnel</b>						
COVID Testing - (2) RN (M-Sat)	6	112	\$	95.00	\$	63,840.00
COVID Testing - (4) MA's (M-Sat)	6	200	\$	48.00	\$	9,600.00
COVID Testing - (8) Registrar (M-Sat)	6	400	\$	40.00	\$	16,000.00
COVID Testing - ARNP	6	40	\$	75.00	\$	3,000.00
Covid Testing - Security (M-Sat)	6	126	\$	32.00	\$	4,032.00
Covid Testing - Custodian (M-Sat)	6	126	\$	40.00	\$	5,040.00
<b>SUBTOTAL COVID TESTING - LANE WILEY</b>						
			<b>\$</b>		<b>\$</b>	<b>101,512.00</b>
<b>Testing Personnel</b>						
COVID Testing - (2) RN (M-Sat)	6	112	\$	95.00	\$	63,840.00
COVID Testing - (4) MA's (M-Sat)	6	200	\$	48.00	\$	9,600.00
COVID Testing - (8) Registrar (M-Sat)	6	400	\$	40.00	\$	16,000.00
COVID Testing - ARNP	6	40	\$	75.00	\$	3,000.00
Covid Testing - Security (M-Sat)	6	126	\$	32.00	\$	4,032.00
Covid Testing - Custodian (M-Sat)	6	126	\$	40.00	\$	5,040.00
<b>SUBTOTAL COVID TESTING - COLLEGE PARK</b>						
			<b>\$</b>		<b>\$</b>	<b>101,512.00</b>
<b>Testing Personnel</b>						
COVID Testing - (2) RN (M-Sat)	6	112	\$	95.00	\$	63,840.00
COVID Testing - (4) MA's (M-Sat)	6	200	\$	48.00	\$	9,600.00

COVID Testing - (8) Registrar (M-Sat)	6	400	\$	40.00	\$	16,000.00
COVID Testing - ARNP	6	40	\$	75.00	\$	3,000.00
Covid Testing - Security (M-Sat)	6	126	\$	32.00	\$	4,032.00
Covid Testing - Custodian (M-Sat)	6	126	\$	40.00	\$	5,040.00
SUBTOTAL COVID TESTING - SHOPPES OF SHERWOOD					\$	101,512.00
<b>Total Testing Personnel Costs</b>					\$	<b>304,536.00</b>
<b>Admin Personnel</b>						
Operations Mgrs 3 (M-Sat)	6	168	\$	77.50	\$	78,120.00
Physician (Part Time)	6	20	\$	150.00	\$	18,000.00
IT Specialist	6	10	\$	105.00	\$	6,300.00
Accounting Services	6	15	\$	49.00	\$	4,410.00
SUBTOTAL ADMIN					\$	106,830.00
<b>Total personnel Costs</b>					\$	<b>1,299,414.00</b>
<b>Expenses</b>						
Vaccine Clinical Supplies	6	\$	1	\$	1,999	\$ 11,994.00
Testing Clinical Supplies	6	\$	1	\$	1,500	\$ 9,000.00
Canvassing/Marketing/Signage	6	\$	1	\$	3,500	\$ 21,000.00
Office Supplies	6	\$	1	\$	1,500	\$ 9,000.00
Vaccinations (\$40) - 200 vax/day/site	6		4,200	\$	40	\$ 1,008,000.00
<b>Hot Spots (\$200/site)</b>	<b>6</b>	<b>6</b>	<b>\$</b>	<b>200</b>	<b>\$</b>	<b>7,200.00</b>
Portable Toilet (2 - Flushable Toilets, 2 - Hand Washing Stations and 1 - ADA Toilet)	6	3	\$	1,000	\$	18,000.00
Testing Costs (196 tests /5.5 days/3 sites)	6	3233	\$	100	\$	1,939,500.00
Tents	6	3	\$	20,653	\$	371,754.00
Courier (6 days/3 site)	6	18	\$	65	\$	7,020.00
<b>Total Expenses</b>					\$	<b>3,402,468.00</b>

<b>One Time Expenses</b>			
Rent for Space A - 7,781 sqft @ \$20			\$ 155,620.00
Rent for Space B - 7,500 sqft @ \$15			\$ 112,500.00
Laptops & Printers	25	\$	1,200
<b>Total One Time Expenses</b>			<b>\$ 298,120.00</b>
<b>Total - Personnel and Expense</b>			
			<b>\$ 4,701,882.00</b>
<b>TOTAL COSTS WITH ONE TIME EXPENSES</b>			
			<b>\$ 5,000,000.00</b>

<b>TOTAL COST TO SUPPORT</b>	<b>\$ 5,000,000.00</b>
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