

RESOLUTION NO.2020-315

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO EXECUTE THE MASTER AGREEMENT BETWEEN ST. JOHNS COUNTY AND FLAGLER HOSPITAL FOR THE PROVISION OF SERVICES UNDER THE CARES ACT; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE TASK ORDER #1 UNDER THE MASTER AGREEMENT FOR THE PROVISION OF COVID-19 SOLUTION SERVICES; AND AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE TASK ORDER #2 UNDER THE MASTER AGREEMENT FOR THE PROVISION OF COVID-19 TESTING.

WHEREAS, St. Johns County has received funding under the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) for the purpose of providing for necessary expenditures arising as a result of COVID-19; and

WHEREAS, the County and Flagler Hospital wish to enter into a Master Agreement with respect to the provision of services funded under the CARES Act by Flagler Hospital; and

WHEREAS, the County and Flagler Hospital wish to execute Task Order #1 under the Master Agreement for the development of a program to assist St. Johns County and their employees to address and deal with the COVID-19 pandemic and Task Order #2 providing for the conducting of COVID-19 testing by Flagler Hospital; and

WHEREAS, the Board finds that the services provided under Task Order #1 and Task Order #2 constitute necessary expenditures in response to COVID-19; and

WHEREAS, execution of the Master Agreement, Task Order #1, and Task Order #2 serves a public purpose.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:

1. The above recitals are hereby adopted as legislative findings of fact and incorporated herein.
2. The Board of County Commissioners approves the terms, conditions, provisions, and requirements of the Master Agreement and authorizes the County Administrator, or his designee, to execute the agreement substantially in the same form as attached.
3. The Board of County Commissioners authorizes the County Administrator, or his

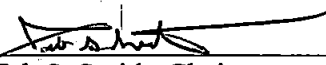
designee, to execute Task Order #1 under the Master Agreement for the development of a program to assist St. Johns County and their employees to address and deal with the COVID-19 pandemic substantially in the same form as attached.

4. The Board of County Commissioners authorizes the County Administrator, or his designee, to execute Task Order #2 under the Master Agreement for the conducting of COVID-19 testing by Flagler Hospital substantially in the same form as attached.
5. To the extent, there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval by the Board of County Commissioners.

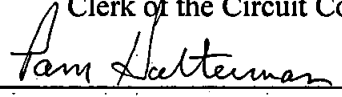
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 18th day of August, 2020.

Attest:

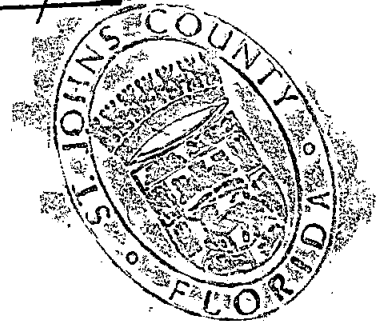
BOARD OF COUNTY
COMMISSIONERS OF ST. JOHNS
COUNTY, FLORIDA

By: 
Jeb S. Smith, Chair

ATTEST: Brandon J. Patty, Clerk
Clerk of the Circuit Court & Comptroller

By: 
Deputy Clerk

RENDITION DATE 8/20/20



AGREEMENT

This Agreement is entered into between St. Johns County (the County), a political subdivision of the state of Florida, and Flagler Hospital (Flagler), a Florida not-for-profit corporation.

Recitals

WHEREAS, on March 17, 2020, St. Johns County declared a state of local emergency due to the threat of the Coronavirus Disease 2019 (COVID-19) to spread among humans, posing a threat to public health and safety; and

WHEREAS, COVID-19 continues to cause extensive public health concerns to the citizens of St. Johns County; and

WHEREAS, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was passed by Congress on March 27, 2020, and established a relief fund to be used by state and local governments for necessary expenditures incurred as a result of COVID-19; and

WHEREAS, funds received under the CARES Act may be used for costs that (1) are necessary expenditures incurred due to COVID-19; (2) were not accounted for in the County's budget most recently approved as of March 27, 2020; and (3) were incurred between March 1, 2020, and December 30, 2020; and

WHEREAS, the County wishes to obtain services from Flagler that are eligible for payment with funding obtained through the CARES Act.

NOW THEREFORE, it is agreed as follows:

1. Effect of Recitals.

The recitals set forth above are adopted as findings of fact and incorporated into this agreement.

2. Term.

The term of this Agreement shall be from March 1, 2020 to December 30, 2020.

3. Responsibilities of Flagler.

A. Flagler's responsibility under this Agreement is to provide all labor, materials, and equipment necessary to provide services to the County in response to COVID-19. Services provided by Flagler shall be under the general direction of the respective St. Johns County Department requesting services.

B. Flagler shall not perform any services under this Agreement until a task order for such services has been executed by the Flagler's authorized representative and the County Administrator, or his authorized designee, in accordance with County Purchasing Policy. Any work

performed by Flagler without a fully executed task order shall be at Flagler's own risk, and shall be subject to non-payment by the County. All task orders under this Agreement shall be issued on a form provided by the County. The task order shall set forth a description and summary of the services to be performed, the total compensation for satisfactory completion of the work to be performed, and the estimated time for completion of the services. Any amendment to an executed task order shall be in writing and shall be executed by the County Administrator or his authorized designee.

C. Flagler shall provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with applicable federal, state, and local laws and regulations.

D. For the duration of this Agreement, Flagler shall secure and maintain insurance as set forth in Exhibit A. The County shall be named as an additional insured on all comprehensive general coverage, and a copy of proof of insurance shall be provided prior to the commencement of performance under this Agreement.

E. Flagler agrees to indemnify, defend, and hold the County harmless from and against any liability, claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from its performance under this Agreement.

F. To the extent Flagler needs to secure, obtain, or maintain permits, licenses, or approvals in order to perform services under this Agreement, Flagler shall be solely responsible for securing, obtaining, or maintaining such permits, licenses, or approvals.

4. Compensation.

A. Compensation for services performed under this Agreement shall be as provided in task orders executed by the County and Flagler as provided above. Compensation for each task order shall be based on the method of payment as stated in each task order. Flagler shall submit a cost proposal and scope for each project, in the format, as requested by the County. Compensation for all task orders issued under this Agreement shall either be on a lump sum basis or a not-to-exceed amount accompanied by a project estimate. It is strictly understood that Flagler is not entitled to the above-referenced amount of compensation. Rather, compensation shall be based upon Flagler's performance of the services set forth in each task order.

B. Flagler shall bill the County for services satisfactorily performed. The signature of Flagler's authorized representative on the submitted invoice shall constitute Flagler's certification to the County that:

1. Flagler has billed the County for all services rendered by it through the date of the invoice;
2. As of the date of the invoice, no other amounts are due from the County to Flagler for services rendered;
3. The expenses set forth in the invoice have been reasonably incurred; and

4. The amount requested is currently due and owing.

C. Payment of invoices shall be made in accordance with the requirements of the Florida Local Government Prompt Payment Act.

D. Although there is no billing form or format pre-approved by the County, the invoices submitted by Flagler shall include a detailed written report of the services provided during the billing period. The County may return any invoice to Flagler and request additional documentation or information. Under such circumstances, the timeframe for payment shall be extended by the time necessary for Flagler to provide the requested information.

5. Notice.

Any notice sent pursuant to this agreement shall be sufficient if sent by regular U.S. Mail to the following addresses:

A. St. Johns County: County Administrator
500 San Sebastian View
St. Augustine, FL 32084

With a copy to: Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32084

B. Flagler : President & CEO
400 Health Park Blvd.
St. Augustine, FL 32086

With a copy to: SEVP/CAO & Counsel
400 Health Park Blvd.
St. Augustine, FL 32086

6. Amendment.

Except as otherwise explicitly provided in this Agreement, any amendment to this Agreement or its exhibits shall be in writing and shall not be effective until executed by both parties.

7 Assignment.

In light of the scope and rationale for this Agreement, neither party may assign, transfer, or sell any of the rights set forth in this Agreement, or associated with this Agreement, without the express written consent of the other party. Should either party assign, transfer, or sell any of the rights set forth in this Agreement without such written consent, such action shall result in the automatic termination of this Agreement without further notice or action required on the party of the other party.

8. Termination.

A. This Agreement may be terminated without cause upon either the County or the Flagler providing at least 30 days advance written notice to the other party. The notice shall indicate the County's or Flagler's intent to terminate this Agreement no sooner than 30 days from the date of the notification. Termination shall not relieve the County of responsibility to reimburse Flagler for expenses incurred pursuant to this Agreement prior to termination.

B. This Agreement may be terminated with cause upon either the County or Flagler providing at least 10 days advance written notice to the other party. The notice shall include the exact cause for termination and the effective date of termination unless, prior to the termination date, the party seeking termination for cause provides an opportunity to cure or correct the condition as specifically described in the notice.

9. Force Majeure.

No party shall be held to be in non-compliance with this Agreement, or suffer any enforcement or penalty relating to this Agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other parties in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this Agreement as soon as reasonably practicable.

10. Relationship of the Parties.

The parties acknowledge that their relationship under this Agreement is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing in this Agreement shall be construed to create an agency relationship, partnership, association, or joint venture between the parties.

11. No Third Party Beneficiaries.

This Agreement is entered into solely for the benefit of the County and Flagler and not for the benefit of any third party. This Agreement shall not be deemed to confer any rights, express or implied, upon any third party.

12. Access to Records.

The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. It is specifically understood that access to "personally identifiable information" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), is controlled by, and subject to, the provisions of HIPAA. Access to such records, may

not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

13. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative or legal action arising under the Agreement shall be in St. Johns County, Florida.

14. Compliance with Local, State, and Federal Laws.

A. Both the County and Flagler, in performing under this Agreement, shall abide by, and comply with, all applicable laws, rules, regulations, orders, and policies, of the local, state, and federal governments, including, but not limited to, HIPAA, the CARES Act and all applicable requirements of 2 C.F.R. Part 200.

15. Severability.

If any word, phrase, sentence, part, subsection, section, or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid shall remain in full force and effect.

16. Incorporation of CARES Act Funding Agreement and Federal Contract Terms.

Performance of the parties under this Agreement shall be subject to the terms and conditions of the CARES Act Funding Agreement between the County and the State of Florida, Division of Emergency Management, attached hereto as Exhibit B and to the required Federal contract terms attached hereto as Exhibit C.

17. Incorporation of Exhibits.

The contents of all attached exhibits are incorporated into the terms of this Agreement.

18. Non-Waiver.

The failure of either party to insist upon strict performance of any term, condition, provision, or requirement of this Agreement, shall not be construed as a waiver of such term, condition, provision, or requirement on any subsequent occasion.

19. Merger Clause.

This Agreement represents the complete understanding of the parties with respect to the subject matter contained herein. This Agreement supersedes all previous agreements, communications, representations or understandings, either written or verbal, between the parties relating to such matters.

19. Headings.

All sections and descriptive headings of sections noted in this Agreement are inserted only for the convenience of the parties hereto and shall not affect or control interpretation of this Agreement.

20. Authority to Execute.

Each of the parties covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

21. Execution in Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

22. Effective Date.

This agreement shall become effective upon execution by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
County Administrator

FLAGLER HOSPITAL, INC.

By: _____
President & CEO

EXHIBITS

- Exhibit A:** Insurance Requirements
- Exhibit B:** CARES Act Agreement
- Exhibit C:** Required Federal Contract Terms



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT TASK ORDER NO: 01

Misc. No: 20-133; CARES Act Funding Exposure Prevention and Management
Master Contract No: 20-SA-FLA-12386

Consultant: Flagler Hospital, Inc.
400 Healthpark Blvd
St. Augustine, FL 32086

Date: August 6, 2020
Project: Employer COVID-19 Solutions Services

SCOPE OF WORK:

Task Order #01 is hereby issued to authorize Flagler Hospital, Inc ("Contractor"), to develop a program to assist St. Johns County and their employees to address and deal with the COVID-19 pandemic with a Back to Work Solution, including delivery of healthcare through traditional channels as well as through telehealth enabled technology and Healthfully SAAS Service, as part of Flagler's Health Anywhere; as required by the County's CARES Act Funding; in accordance with the Master Contract, and as provided in the Contractor's proposal dated August 3, 2020 incorporated herein and attached hereto.

PAYMENT TERMS:

The County shall compensate the Consultant, under Task Order #01, an amount not to exceed sixty-seven thousand one hundred forty dollars (\$67,140.00), for work satisfactorily completed in accordance with the provisions of this task order, and with the Master Contract dated August 2020.

SCHEDULE:

The Consultant shall commence work upon receipt of a fully executed Task Order. The Effective Date of this Task Order shall be the date of signature by an authorized St. Johns County Representative. Work shall be completed on or before December 1, 2020. Any work performed prior to the full execution of this Task Order shall be at the Contractor's Own Risk.

Receipt of a fully executed copy of this Task Order #1 shall serve as Notice to Proceed for this project.

Flagler Hospital, Inc.

Representative
Signature:
Printed Name
& Title:
Date:

St. Johns County, Florida

Representative
Signature:
Printed Name
& Title:
Date:

Leigh A. Daniels, CPPE
Purchasing Manager

All terms and conditions of the above-referenced contract dated August 2020 remain in full force and effect. All invoices must reference Task Order #01. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.

FLAGLER EMPLOYER COVID-19 SOLUTION SERVICES AGREEMENT

This Employer COVID-19 Solution Services Agreement ("Agreement") is entered into and effective as of July 22, 2020 (the "Effective Date"), by and between Flagler Hospital, Inc. ("Flagler"), and St. Johns County Board of County Commissioners Inc with offices at 500 San Sebastian View, St. Augustine, FL 32084 ("Customer"). Flagler and Customer may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Flagler is a health system which engages or employs physicians and other qualified healthcare professionals duly licensed in the State of Florida and has developed a program to assist employers and employees to address and deal with the COVID-19 pandemic, including delivery of healthcare through traditional channels as well as through telehealth enabled technology (the "Program");

WHEREAS, Customer desires to offer the Program to its employees and their dependents; and

WHEREAS, Flagler desires to provide the Program to Customer's employees and certain dependents ("Participants") pursuant to the terms of this Agreement.

NOW, THEREFORE, in exchange for the promises made hereunder and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions.** The following terms shall have the meanings set forth below:

1.1 **"Participant"** means an individual who is a student of Customer, eligible employee of Customer or an eligible dependent of an eligible employee of Customer, in either case covered under the Program.

1.2 **"Provider"** means physicians and other qualified healthcare professionals duly licensed in the State of Florida. While this Agreement contemplates access to and use of Providers employed by or otherwise affiliated with Flagler to provide health care related Services under this Agreement, the parties acknowledge and agree that the Customer and/or Participant can choose and use the provider of their choice in the event healthcare treatment or other services are required in connection with or as a result of the Program.

1.3 **"Services"** means the healthcare services to be provided by Flagler under this Agreement. Unless indicated otherwise expressly or by the context, "Services" includes the "Technology," as defined below.

1.4 **"Technology"** means the telehealth platform, mobile app, website and related technology offered by Flagler under the Program, and provided by Healthfully, Inc.

("Healthfully"), Flagler's selected provider of telehealth platform, technology and related services.

2. The Telehealth Program.

2.1 The Program includes access for Participants to Flagler's Providers for Services. The Providers shall deliver the Services described in this Agreement, including **Exhibit A (Services)**, incorporated herein. The method of delivering Services shall be via the Program, which may include synchronous and asynchronous communication modalities over the telephone, mobile app, Internet or any other telecommunication device or network, whether now in existence or developed during the term of this Agreement. Customer shall enter into or otherwise agrees that the Technology shall be provided pursuant to the terms contained in Healthfully's End User Service Agreement attached hereto as **Exhibit B (End User Service Agreement)**.

2.2 The Providers shall be appropriately licensed, insured, registered, and/or certified to practice in their respective healthcare professions as required under state law. Furthermore, the Providers shall be technologically proficient and trained in the Services and the Technology. Provider Services under the Program are not delivered by online questionnaires.

2.3 It is understood by the Parties that Flagler, in its capacity as the Program administrator, does not exercise control or direction over the (a) means, methods, or manner by which the Providers exercise independent professional judgment in the provision of healthcare services, or (b) the Technology provided through the Program. The Providers deliver services based on their sole professional judgment. To the extent prohibited by applicable law, the parties acknowledge and agree that the Providers shall not prescribe any controlled substances under this Agreement, and that Flagler does not guarantee any Participant will receive a prescription.

2.4 Flagler and each Provider will prepare and maintain medical records in accordance with all applicable federal, state and local laws and regulations. All medical records generated under the Program shall be the property of Flagler.

2.5 Only Participants who have completed the necessary steps to create a legally mandated Provider-patient relationship (as described in **Exhibit A**) will be eligible to receive Services under the Program.

3. Customer Responsibilities. Customer shall:

3.1 Use commercially reasonable efforts to internally promote the Program and educate and engage Participants, using Flagler's Program content and materials, as approved in advance by Flagler ("Program Content"). The parties shall cooperate in good faith and mutually agree to the activities to promote the Program, the Program Content, and the Technology.

3.2 Cooperate with Flagler on a kick-off activation campaign within five days of the execution of this Agreement. The kick off campaign is flexible and is defined based on the individual needs and direction of Customer.

3.3 Provide Flagler with all eligibility and membership verification files for each Participant. This shall include, at a minimum, Participant name, email address, date of birth, gender, address, and phone number, plus any other information required to ensure timely billing. Flagler shall specify the format for such files, and Customer's submission will be in compliance with that format.

3.4 Customer represents as follows, and shall notify Flagler within five (5) business days upon becoming aware any of the representations below is no longer correct:

3.4.1 Customer has the authority to enter into this Agreement.

3.4.2 Customer is not bound by any agreement or arrangement that would preclude it from entering into, or from fully performing the services required under this Agreement.

3.4.3 Neither Customer nor any of its employees, officers or agents: (i) is a "sanctioned person" under any federal or state program or law; (ii) has been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services; (iii) has been listed on the General Services Administration's List of Parties Excluded from Federal Programs; (iv) has been listed on the U.S. Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; or (v) has been convicted of a criminal offense related to health care.

3.5 Customer understands, acknowledges and represents that (i) the Program is part of the medical benefit plan or similar program that Customer provides or offers for the benefit of Customer's employees and their dependents (the "Customer Medical Plan"), and (ii) Customer is solely responsible for complying with the Employee Retirement Income Security Act ("ERISA"), the Patient Protection and Affordable Care Act ("PPACA"), to the extent such laws are applicable, and other laws governing the Customer Medical Plan, including, without limitation, any such provisions or rules relating to annual or lifetime benefit limits, preventive care, maximum out-of-pocket or cost-sharing restrictions, continuation coverage requirements, and any required coordination of the benefits provided through the Program with the benefits otherwise available under the Customer Medical Plan.

4. Flagler Responsibilities. Flagler shall:

4.1 Provide and grant to Customer a non-exclusive, non-transferable, limited license to use the Flagler Program (including all materials developed or provided to Customer by Flagler related to the Program, its marketing, implementation and use) during the term of this Agreement. Customer's and Participants' right to use the Technology as set forth in Healthfully's End User Service Agreement. Notwithstanding the foregoing, Flagler's telephone

number shall not be a dedicated number solely for Customer's Participants, and the telephone number shall remain the property of Flagler at all times, including following termination of this Agreement.

4.2 Provide and maintain an adequate system, forms, and other resources for Participants to: (a) complete any required medical history disclosure form(s), and (b) access and agree to Flagler's informed consent form and other required patient agreements.

4.3 Maintain a file of the Participants' information and update the file periodically with information provided by Customer as new Participants are added;

4.4 If Customer requests Flagler's physical presence and participation in onsite activities such as health fairs, annual enrollment, benefit training, onsite screening/testing etc., reasonable efforts will be made to accommodate Customer's request. Unless agreed otherwise by the parties, Customer shall reimburse Flagler for its reasonable travel expenses incurred for travel outside of St. Johns County, Florida provided such expenses are approved in advance by Customer.

4.5 Maintain reasonable procedures to confirm Providers are duly licensed and qualified to practice their respective professions in the state where the Services are provided.

4.6 Provide to Customer the Program Content in digital format to use as needed with communications with Participants about the Program, to be uploaded and published for all Participants via Customer's corporate intranet.

4.7 Flagler represents as follows, and shall notify Customer within five (5) business days upon becoming aware any of the representations below is no longer correct:

4.7.1 Flagler has the authority to enter into this Agreement.

4.7.2 Flagler and Providers utilized by Flagler to deliver services under the Program are not bound by any agreement or arrangement that would preclude it/them from entering into, or from fully performing the services required under this Agreement.

4.7.3 Neither Flagler nor any Provider delivering services under this Agreement: (i) is a "sanctioned person" under any federal or state program or law; (ii) has been listed in the current List of Excluded Individuals and Entities by the Office of Inspector General for the U.S. Department of Health and Human Services; (iii) has been listed on the General Services Administration's List of Parties Excluded from Federal Programs; (iv) has been listed on the U.S. Department of Treasury, Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List; or (v) has been convicted of a criminal offense related to health care or sexual assault.

5. Payment Terms and Service Fees

5.1 Customer agrees to pay Flagler the fees for the Services specified in **Exhibit C (Fees)**.

5.2 If Customer fails to make any required payment within sixty (60) days of the date of Flagler's invoice, Flagler shall have the right to cancel the Program.

6. **Term.** The term of this Agreement shall be one year commencing on the Effective Date ("Initial Term").

7. **Termination.**

7.1 **Termination.** Either Party may terminate this Agreement (a) for cause upon material breach by the other Party, provided such material breach continues uncured for thirty (30) days after receipt by the breaching Party of written notice from the other Party specifying such breach and (b) without cause (for convenience) with 90 days prior notice for any reason.

7.2 **Immediate Termination.** Either Party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events: (i) the other Party is listed by a federal agency as being disbarred, excluded, terminated, or otherwise ineligible for federal healthcare program participation; (ii) the other Party discontinues operations for at least fifteen (15) days or loses its required licensure or accreditation; (iii) the other Party files a petition in bankruptcy, or makes an assignment for the benefit of creditors; (iv) an involuntary petition in bankruptcy or petition for an arrangement pursuant to any bankruptcy laws is filed against the other Party and is not dismissed within ninety (90) days; or (v) a receiver is appointed for the business of all or part of the other Party.

7.3 **Effect of Termination.** To the extent the Parties entered into any licensing or other agreements regarding the Program, such agreements shall immediately and automatically terminate concurrent with this Agreement. Within ten (10) days of the termination or expiration of this Agreement, each Party shall return to the other all equipment, software, and confidential information of the other Party, and Customer shall pay in full all fees due to Flagler.

8. **Relationship of the Parties.** Flagler and the Providers are, and shall at all times function as, independent contractors under this Agreement. Neither Flagler, the Providers nor Customer is an employee, principal or partner of the other Party. Neither Flagler, the Providers nor Customer is authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other Party, except to the extent otherwise specifically contemplated herein. The employees, agents and representatives of a Party shall at all times be under the exclusive direction and control of that Party.

9. **Indemnification; Insurance.**

9.1 Each Party agrees that it is solely liable for any breach, negligence, misrepresentation, error, omission, or malfeasance by its employees, agents and

representatives concerning the Program, or otherwise, made by such Party in fulfilling its obligations under this Agreement. To the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party, its directors, officers, affiliates, employees, agents, representatives, successors and assigns from and against any loss, cost, damage or expense, including reasonable attorneys' fees and court costs, arising out of or related to any breach, gross negligence, or malfeasance of such breaching Party regarding this Agreement. Notwithstanding the foregoing or any provision to the contrary in this Agreement, Flagler's liability (including the liability of Flagler's directors, officers, affiliates, employees, agents, representatives, successors and assigns) under this paragraph shall not exceed an amount equal to the fees received by Flagler from Customer for the twelve month period immediately preceding the date of the event causing such loss, cost, damage, or expense multiplied by three. Customer's liability under this paragraph shall be subject to and within the limitations set forth in Section 768.28, Florida Statutes, and shall not operate as a waiver of Customer's sovereign immunity. Nothing in this paragraph shall be interpreted as consent on the part of Customer to be sued by a third party.

9.2 Each Party will maintain such insurance coverage, or a program of self-insurance, as is reasonably necessary to support its respective indemnification and worker's compensation obligations and in amounts consistent with the insurance coverage amounts maintained by similar entities and at least in the minimums required under applicable state law. Upon written request, each Party shall provide evidence of such insurance coverage to the other Party. Additionally, Flagler agrees to maintain appropriate liability insurance and provide for or contractually obligate each licensed Provider to have medical malpractice insurance coverage.

10. Ownership of Intellectual Property. Customer acknowledges that all materials relating to the Program that are developed by or on behalf of Flagler (including, without limitation, the Program Content), or provided to Customer by Flagler, and all trade names, marks, trademarks, and logos that are used by Flagler, and such other trade names, trademarks and logos as hereinafter may be designated by Flagler in connection with its business are the unique intellectual property of Flagler (the "Intellectual Property"), even if Customer or its employees or contractors may have contributed or joined in the development of the Intellectual Property, and shall remain the sole and exclusive property of Flagler. Ownership of the Technology is set forth in the Helpfully End User Service Agreement Flagler shall exclusively own and retain all right, title and interest in and to the Intellectual Property. Customer agrees that: (A) Customer will not duplicate the Program in any format, in whole or in part, reverse-engineer, or infringe upon the intellectual property rights of Flagler, and will not use or disclose the Intellectual Property in any manner other than pursuant to this Agreement; (B) Customer and its employees, directors, officers, agents, owners, successors and assigns shall maintain the confidentiality of any non-public Intellectual Property disclosed to Customer by Flagler; and (C) upon termination of this Agreement, Customer shall return to Flagler all Intellectual Property in its possession, custody, or control, and shall not disclose any non-public Intellectual Property of Flagler, now or at any time in the future, unless required by applicable law.

11. Confidentiality.

11.1 The Parties agree to hold each other's confidential information, including the terms of this Agreement, strictly confidential and shall not disclose it to anyone without first obtaining the written consent of the other Party, except in the ordinary course of business to agents of the Parties who have agreed to maintain the confidentiality of such matters. Each Party's confidential information shall remain the sole and exclusive property of that Party. Due to the unique nature of the virtual care services and the Program that it has developed and offers, Flagler's confidential information also includes, but is not limited to, Flagler's Intellectual Property, financial information, plans, business information, financial information, algorithms, protocols, materials and design of various elements of any relevant Program systems which may be seen or explained, the Program and Services as a whole, the methods of operation thereof and the various applications thereof, trade secrets, and all other information that might reasonably be considered confidential, secret, sensitive, proprietary, or private whether communicated in writing or verbally. Notwithstanding the foregoing, nothing in this Agreement shall prohibit Flagler from using patient information or clinical or performance data obtained in connection with performing Program services hereunder for its own business purposes provided all such information has been de-identified as may be required by HIPAA Requirements.

11.2 Neither Party shall have any obligation with respect to confidential information which: (i) is known or used by the receiving Party prior to disclosure by the disclosing Party; (ii) either before or after the date of the disclosure by the disclosing Party is disclosed to the receiving Party by a third party under no obligation of confidentiality to the disclosing Party; (iii) either before or after the date of the disclosure to the receiving Party becomes published or generally known to the public through no fault of the receiving Party; (iv) is independently developed by the receiving Party; (v) is required to be disclosed by a final order of a court of competent jurisdiction; or (vi) is otherwise required to be disclosed by applicable law following reasonable notice to the disclosing Party. If either Party is requested or compelled to disclose any confidential information, such Party will provide the other Party with prompt written notice of such request(s) to allow the other Party to seek a protective order or remedy or consent to the disclosure. If a protective order is not obtained, or compliance with the provisions of this Agreement is waived, the Party making disclosure agrees that it shall disclose only such information that is legally required and will exercise its best efforts to obtain reliable assurances that confidential treatment will be accorded to such information that is being disclosed.

11.3 Any use or disclosure of the other Party's confidential information other than as specifically provided for in this Agreement may result in irreparable injury and damage to the non-using or non-disclosing Party. In the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. Except with regard to De-Identified Data or information which is not feasible to return, upon written request of either Party hereto, the other Party will promptly return to such requesting Party or destroy any confidential information in its possession and certify in writing to the requesting Party that it has returned or destroyed all such confidential information.

11.4 Flagler acknowledges that Customer is a political subdivision of the state of Florida and is subject to the requirements of Florida's public records law. It shall be Flagler's responsibility to label any record containing confidential information prior to providing such record to Customer. Any record not labeled as containing confidential information at the time it is provided to Customer may be subject to production in the event of a public records request.

12. Compliance; Referrals. Each Party agrees to comply with all applicable laws and regulations in performing its obligations hereunder, including but not limited to the federal and state anti-kickback and self-referral laws and regulations at all times during the term of this Agreement. Although Flagler is obligated to provide the Program services specified in this Agreement, neither Party is required to refer patients to, or otherwise generate business for, the other Party. The Parties intend this Agreement to comply with 42 U.S.C. § 1320a-7b(b) (the Anti-Kickback Statute), 42 U.S.C. § 1395nn (the Stark Law) and any other federal or state law provision governing healthcare fraud and abuse. The fees herein have been determined through good faith and arm's length bargaining to be commercially reasonable and consistent with the fair market value of the Program. The fees do not include any discount, rebate, kickback or other reduction in charge, nor are they intended to be an inducement or payment for referral of patients from one Party to another.

13. Privacy and Security; HIPAA. The Parties shall comply with all applicable federal and state laws and regulations relating to the maintenance, uses and disclosures of protected health information, including without limitation (a) the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8, as amended, including federal privacy regulations and security standards ("**HIPAA Requirements**"); and, to the extent applicable, the Family Educational Rights and Privacy Act ("**FERPA Requirements**"). The Parties shall enter into any further agreements, consents or authorizations as necessary to facilitate compliance with the HIPAA Requirements and the FERPA Requirements.

14. Audit. During the term of this Agreement and for a period of two (2) years thereafter, Customer shall keep and maintain records relating to the number of Participants entitled to access the Program. Upon reasonable advance written notice by Flagler, Flagler or an independent audit firm may, on its behalf, inspect any such records to verify Customer's compliance and the accuracy of the fee calculations. If Flagler discovers any errors or underpayments associated with Customer's reporting, Customer shall pay any underpaid amount within thirty (30) days after Customer's receipt of an invoice.

15. DISCLAIMER OF WARRANTIES. THE PROGRAM TECHNOLOGY IS PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTY OF ANY KIND. FLAGLER DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT USE OF THE SOFTWARE IS AT CUSTOMER'S SOLE RISK. FLAGLER DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, OR THAT THE OPERATION OF THE SOFTWARE WILL BE

UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FLAGLER OR FLAGLER'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY. Notwithstanding the foregoing, Flagler represents to Customer that Flagler is not aware of defects in the Program Technology that have not been disclosed to Customer.

16. THIRD PARTY DISCLAIMER. FLAGLER MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED WITH REGARD TO THE TECHNOLOGY, THIRD PARTY CONTENT OR ANY SOFTWARE, EQUIPMENT, OR HARDWARE OBTAINED FROM THIRD PARTIES (COLLECTIVELY, THE "THIRD PARTY ITEMS"). FLAGLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE/NON-INFRINGEMENT WITH REGARD TO THE THIRD PARTY ITEMS. NOTHING IN THIS AGREEMENT SHALL BE INTERPRETED AS A WARRANTY, EITHER EXPRESS OR IMPLIED, BY FLAGLER THAT WOULD EXPAND IN ANY WAY A STANDARD END-USER WARRANTY. ANY AND ALL WARRANTIES OR OBLIGATIONS WITH RESPECT TO THE TECHNOLOGY SHALL BE AS SET FORTH IN THE HEALTH FULLYEND USE OR SERVICE AGREEMENT.

17. LIMITATION OF LIABILITY. IN NO EVENT SHALL FLAGLER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH FLAGLER'S PERFORMANCE UNDER THIS AGREEMENT, OR USE OF OR INABILITY TO USE THE PROGRAM TECHNOLOGY, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF FLAGLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FLAGLER SHALL NOT BE LIABLE FOR DEFECTS IN OR FAILURES OF EQUIPMENT AND/OR SOFTWARE, OR FOR DEFAULTS BY, OR DEFECTS IN SERVICES RENDERED BY, THIRD PARTIES. THIS LIMITATION OF LIABILITY SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE. Notwithstanding the foregoing, Flagler represents to Customer that Flagler is not aware of any defects in the equipment or Program Technology that have not been disclosed to Customer.

18. Entire Agreement; Amendment. This Agreement sets forth the entire agreement between the Parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous oral or written agreements. This Agreement and Exhibits may be amended only by a written agreement signed by both Parties.

19. Governing Law. The terms of this Agreement, and all disputes arising under or relating to this Agreement, shall be governed by the laws of the State of Florida, specifically excluding any choice-of-law principles. The exclusive forum and venue shall be the Federal District Courts of Duval County or the State Courts of St. Johns County, Florida, unless such action cannot by law be brought in such forum, in which case the venue required by law shall govern.

20. Notices. All notices under this Agreement (such notices of default, renewal, termination and indemnification) as shall be in writing, delivered personally, by certified or registered mail,

return receipt requested, or by overnight courier, and shall be deemed to have been received when delivered in person or as of the date recorded on a signature card or similar proof of receipt, to the address on the signature blocks at the end of this Agreement. Notwithstanding the foregoing, day-to-day communications and notifications under this Agreement (excluding notices of default, renewal, termination and indemnification) may be made through other reliable means, including through email.

21. Assignment; Binding Effect. Customer may not assign or transfer this Agreement without the prior written consent of Flagler, such consent shall not be unreasonably withheld. Flagler may assign or transfer this Agreement, and/or any of its rights, duties, or obligations hereunder to any entity that is an affiliate or subsidiary of Flagler or any successor organization assuming a controlling interest in Flagler or its assets. Flagler may use Providers employed or contracted by Flagler, including subcontracted third party provider groups. This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, representatives, successors and permitted assigns.

22. Publicity. Other than otherwise permitted under this Agreement, neither Party will use for publicity, promotion or otherwise, any logo, name or mark of the other Party without that Party's prior, written, express consent. Notwithstanding the foregoing, Flagler may identify Customer as a user of the Program, and Customer may identify Flagler as its telehealth services provider. The Parties may publicly announce they have entered into this Agreement, but neither shall disclose the specific terms of this Agreement (including pricing) to any third party.

23. Miscellaneous. Severability. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or unenforceability of any other term(s) or provision(s). **Waiver.** No waiver, including any waiver of breach, shall be valid unless in writing and signed by the Parties. **Recitals/Captions.** The recitals are incorporated into this Agreement, but the captions are used solely for convenience. **Non-Discrimination.** Each Party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons to the extent prohibited by law. **Force Majeure.** Either Party shall be excused from delays in performing its obligations if resulting from causes beyond the reasonable control of the party, including default of vendors, acts of God, governmental actions, fire, flood, epidemic, pandemic, and embargoes. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement.

24. Incorporation of CARES ACT Funding Agreement and Federal Contract Terms. Performance of the parties under this Agreement shall be subject to the terms and conditions of the CARES Act Funding Agreement between St. Johns County and the State of Florida, Division of Emergency Management, attached hereto as Exhibit D and to the required Federal contract terms attached hereto as Exhibit E.

THE PARTIES HERETO have executed this Agreement as of the Effective Date.

FLAGLER HOSPITAL, INC.

ST. JOHNS COUNTY BOARD OF COUNTY
COMMISSIONERS INC

By: *Gina Mangus*

By: *Sarah Taylor*

Name/Title: Gina Mangus, VP

Name/Title: Sarah Taylor, Interim HR Director

Date: 08/04/2020

Date: 08/03/2020

Exhibit A

Services: Exposure Prevention, Management, & Testing Services

Overview:

Flagler Health+ and its partner Healthfully, have leveraged their combined expertise, advanced technology, community health solutions, and experience with COVID-19 testing to bring a comprehensive COVID-19 Back-to-Work Solution to employers. Flagler Health+ Exposure Prevention, Management, & Testing Service helps employers, employees and customers feel confident that organizations are taking the risks related to COVID-19 seriously, limit exposures, providing real-time feedback, track status, increase access and utilize testing in the most effective way possible. The Flagler Health Anywhere platform includes:

1. Education Support Communities
2. Employee Daily Self Screening and Attestation
3. Alerts and Notifications for Employer, Employees & Providers
4. Virtual Physician Consult & Lab Orders
5. Secure Messaging
6. Testing & Lab Results
7. Workplace Contact Tracing
8. Exposure Management & Compliance Reporting
9. Isolation & Quarantine Support Communities

For a complete description of Flagler Health+ Anywhere App technology platform underlying Flagler Health+ services, refer to Exhibit B: Software Platform End User Agreement.

Virtual Clinical Consulting and Assessments:

Flagler Health+ region, providers will be available to Customer employees for a scheduled Telehealth visit using the Flagler Health Anywhere App. The physician will consult with the employees on their underlying symptoms and conditions and make a determination if COVID testing is recommended. If a COVID test is recommended, the physician will process an order for the employee to go tested.

COVID Testing Services:

For in-Flagler Health+ region, A COVID test collection site, staffed by Flagler Health+ nurses and administrators will be made available to employees for a scheduled visit in addition to the get-in-line feature of the Flagler Health+ Anywhere App. Locations available today include:

1. Flagler Health+ Hospital Lab
 - a. Location: 200 FL-312, St. Augustine, FL 32086
2. Flagler Health+ Village at MuraBella
 - Location: 70 Turin Terrace, St. Augustine, FL 32092

Samples will be processed through lab services and results will be uploaded to the Flagler Health+ Anywhere App, and will be shared with the employee. In the case of a positive COVID result, a Flagler Health+ provider will contact the employee directly to inform of the results and provide clinical guidance. COVID results will generate a notification to the employee, employer and provider on the Flagler Health Anywhere App.

Optional On-site Screening and Testing Setup Services:

On-site Flagler Health professionals can be made available for on-site mass/population-based screening and testing within the region. This includes individual provider follow-up with patients for positive test results. Specific scope of these services will be defined and agreed to by both parties.

Exhibit B

SOFTWARE PLATFORM

END USER SERVICE AGREEMENT

PARTIES:

Healthfully Inc. with an office 1262 N Norman Pl Los Angeles CA 90049 United States (“**Healthfully**”) and **St. Johns County Board of County Commissioners Inc** with offices at with offices at 500 San Sebastian View, St. Augustine, FL 32084 (“**Customer**”).

BACKGROUND

- A. Healthfully Inc. has developed the Healthfully SaaS Service platform (the “Platform”) being used by Flagler Health as part of its Flagler Health Anywhere service.
- B. As part of the Flagler Health network, Customer wishes to receive access, and allow access to the Platform to its staff, management, or affiliated workers.
- C. For such access, the parties have entered into this Agreement to set out the terms and conditions on which Healthfully will make the Platform available to Customer through Flagler Health.

SPECIFIC TERMS

Description of Services	Refer to Schedule 1
Software Use Restrictions	Restricted to Customer use only
Initial Term	From the Effective Date, with access to the Platform and services starting and being billed upon the agreed Commencement Date and ending one year after the Commencement Date
Schedules Attached	Schedule 1: Description of Platform Schedule 2: Implementation Statement of Work 1

SIGNED on behalf of **Healthfully Inc.**

Signature: *paul viskovich*

Name/Title: Paul Viskovich, CEO

Date: 08/03/2020

SIGNED on behalf of **St. Johns County Board of County Commissioners Inc**

Signature: *Sarah Taylor*

Name/Title: Sarah Taylor, Interim HR Director

Date: 08/03/2020

GENERAL TERMS AND CONDITIONS

Scope. This End User Subscription Agreement ("Agreement") sets forth the exclusive terms and conditions under which Healthfully Inc. ("Licensor") as the underlying Licensor of the Software Platform for Flagler Health+, grants a limited right of access to the Customer ("Licensee") to Licensor's Software Platform (hereinafter, the "Platform") for a specific duration ("Subscription Period"). The Licensee's use of the Platform constitutes acceptance of the terms and conditions of this Agreement. This Agreement includes supporting material accompanying the Platform, which may be license information, additional license authorizations, software specifications, published warranties, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, statements of work (SOWs), data protection and security addendum, service level agreements and similar content ("Supporting Material"). Any conflicting term or condition, including those that may be embedded in any purchase order, order acknowledgment, invoice or other forms used by the parties, shall be of no force or effect unless agreed to in a writing by the party against which any such term or condition is asserted.

In addition, the parties agree that in the event Customer wishes to engage Healthfully for other services, such terms and conditions supplying such services will be agreed in a separate Professional Services Agreement, and the description of services and rates detailed in a corresponding statement of work thereunder.

1. Grant of License. Licensor hereby grants Licensee a nonexclusive, nontransferable license to access the Software Platform, without the right to sublicense any access, and internally use the Software solely in conjunction with Licensee's information technology network as part of its contract with Flagler Health+, and for no other purpose. Licensee must limit access to and use of the Software by only its employees authorized with security credentials, who are required to use the Software for the foregoing purpose ("Authorized Users").
2. Initial Subscription Term. The Subscription Term will begin on the mutually agreed Commencement Date, and will end one year thereafter. Upon the conclusion of the Initial Term, this Agreement shall automatically renew for successive monthly terms (each, a "Renewal Term"), unless a Party provides written notice to the other Party of its intent to not to renew the Agreement at least 30 days prior to the end of the then-current term.
3. Ownership of Platform and underlying software. All right, title and interest in and to the Platform and any underlying technologies, including software, and all modifications and derivatives thereof, including all patent, copyright, trade secret and other intellectual property rights therein resides and will reside in Licensor and its licensors as applicable. The Platform is licensed for access (not sold) to Licensee by Licensor. Licensee acknowledges and agrees that the Platform and software is copyrighted and contains materials that are valuable trade secrets of the Licensor and are protected by

copyright, trade secret and other laws and international treaty provisions relating to proprietary rights. Licensee may not remove, deface, or obscure any of Licensor's or its suppliers' proprietary rights notices on or in the Platform and software or on output generated by the Platform and software. Licensee may not, nor may Licensee permit, any third party to: (a) decompile, reverse engineer, disassemble, decrypt or otherwise attempt to derive the source code, algorithms or underlying ideas, design, or architecture of the Software; (b) modify, translate, or create derivative works of the Platform or underlying software; (c) use the Platform or underlying software to provide services to any third parties, (d) may not download and use patches, enhancements, bug fixes, or similar updates unless you have a license to the underlying Platform's underlying software. However, such license does not automatically give you a right to receive such updates and Licensor reserves the right to make such updates only available to Licensees with support contracts, (e) may not mirror the platform, nor copy Platform or software or make it available as a public or external distributed network or (f) rent, lease, loan, distribute, transmit, assign, or transfer the access to the Platform or software to any third party, or provide access to or use of the Platform or software by any third party, including any agent of Licensee's other than Authorized Users. Without Licensor's prior written consent, Licensee shall not disclose any information relating to features, performance, or operation of the Software (including any benchmarking or other testing results) to any third party, nor use any of such information other than for purposes permitted under the section titled Section 1 above. All rights not specifically granted in this Agreement are reserved by Licensor. Licensee acknowledges and agrees that any unauthorized use, transfer, sublicensing, or disclosure of the Software, or other violation of this License, would cause irreparable injury to Licensor, and under such circumstances, Licensor shall be entitled to equitable relief, without posting bond or other security, including but not limited to, preliminary and permanent injunctive relief. Licensor may upon written notice terminate this Agreement if the forgoing restrictions are violated or the fees are not paid when due.

4. Feedback. All questions, comments, or feedback provided by Licensee to Licensor regarding the Platform and software and any other products, services, or materials provided by Licensor (collectively, "Feedback") will be deemed the property of the Licensor. Licensor will have no obligation to Licensee or any third party with respect to such Feedback and be free to use such Feedback in any form or manner and for any purpose and without payment of any consideration to Licensee or any third party. All rights, title, and interest in and to the Platform and software, the Feedback, accompanying materials, and all proprietary information contained therein, are owned by Licensor and are protected by copyright, trademark, patent and trade secret law, and international treaties. Licensee will transfer and assign, and hereby does irrevocably transfer and assign, to Licensor all right, title, and interest, including all intellectual property rights that Licensee may have or acquire in the Feedback, and Licensee will provide reasonable assistance to Licensor to affect such assignment.
5. Licensee-provided Data. Licensee is solely responsible for the data used, transferred,

created or otherwise accessed through a Licensor's system during Licensee's access or use of the Platform and software ("Licensee-provided Data"). As between Licensor and Licensee, Licensee is and will remain the sole and exclusive owner of all right, title, and interest in and to all Licensee-provided Data. Licensee hereby provides to Licensor all necessary rights to Licensee-provided Data to enable Licensor to provide the Software and any related services. Licensor will use Licensee-provided Data only as necessary to provide the Software, technical support, or as otherwise required by law. Licensor shall not be liable for any loss or corruption of data unless proven to be solely caused by Licensor's platform.

6. Personal Data. Where legitimate business purposes require Licensor to collect and process business contact information relating to Licensee's vendors, affiliates, joint-ventures, employees or other individuals representing Licensee, Licensor, as a data controller, will process such personal data using appropriate technical and organizational measures and in compliance with its Privacy Statement and applicable laws. Where Licensor discloses personal data relating to its employees or other individuals representing Licensor to Licensee or where such persons provide their personal data directly to Licensee, Licensee will process such personal data using appropriate technical and organizational measures in compliance with Licensee's privacy policies and all applicable federal and state laws. Where Licensor agrees to process personal data on behalf of Licensee, Licensor, as a data processor, will process such data only as permitted under this Agreement, including Supporting Materials, and in compliance with applicable laws. In all cases, Licensee agrees to indemnify and hold Licensor harmless for any costs, fees, expenses, penalties, or exposure from any claim, action, liability or allegation of a breach of confidentiality or protected health information ("PHI") by a third party related to the use of the Platform or software or services provided hereunder:
7. If applicable, the Licensor will execute the EU Model Contract with Licensor's affiliates on Licensee's behalf or will execute EU Model Contracts directly with the Licensor and its applicable affiliates as necessary.
8. Consent to Use of Data. Licensee agrees that Licensor may collect and use technical data and related information, including but not limited to technical information about Licensee's computer systems, application software, software platforms, and peripherals that is gathered periodically to facilitate the provision of maintenance of software, support and other services related to the Software. Licensor may use this information, as long as it is in a form that does not personally identify Licensee, to improve its products or to provide services or technologies.
9. Fees. The license granted hereunder is subject to Licensee's timely payment of fees to Licensor. Licensee is responsible for payment of sales, use, VAR, import and all other transaction taxes and fees except for taxes based on Licensor's net income. If Licensee is required by a governmental taxing authority to withhold an amount from any

payment due hereunder and pay such amount to the governmental authority, the prices will be grossed-up so that the net payment equals the original price.

10. Invoicing. Healthfully shall issue invoices to Licensee as follows:

- a. For Software and Services where no implementation services are required, upon delivery of the Software or Services to Licensee;
- b. For Software and Services where implementation services are required, upon completion of implementation of the Software Products or Services and acceptance thereof by Licensee;
- c. for Deliverables subject to milestone payments as set forth in a Statement of Work, as applicable, upon completion and acceptance by Licensee of the relevant applicable milestone(s).
- d. For ongoing Software as a Service as defined in the End User Agreement, Fees will be payable monthly in advance.

11. Intellectual Property Rights Infringement. Licensor will defend and/or settle any claims against Licensee that allege that Licensor Platform and underlying software as used under this Agreement infringes the intellectual property rights of a third party. Licensor will rely on the prompt notification of the claim and cooperation with its defense. Licensor may modify the Platform, and any underlying software so as to be non-infringing and materially equivalent or procure a license. If these options are not available, Licensor will refund to Licensee a pro-rata portion of the amounts paid for the affected product in the first year or the depreciated value thereafter. Licensor is not responsible for claims resulting from any unauthorized access or use of the Software.

12. Support and Maintenance. Subject to the terms and conditions of this Agreement, Licensor shall make available to Licensee any regular updates to the Platform and underlying software developed by or on behalf of Licensor for to facilitate use of the platform, during the term of this Agreement that are available for distribution (as determined by Licensor). In the event Licensor reasonably requires Licensee to make certain technology upgrades, changes or modifications to its systems in order to access the Platform, Licensor shall provide reasonable notice of such requirement(s). Should Licensee choose not to make any changes, Licensor shall have the right to terminate access upon thirty (30) days prior written notice.

13. Disclaimer; Limitation of Liability. LICENSEE'S USE OF THE PLATFORM AND SOFTWARE IS AT ITS SOLE RISK. THE PLATFORM AND SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND AND LICENSOR(S) EXPRESSLY DISCLAIM ALL WARRANTIES AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY

OR SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, NOR DOES THE LICENSOR PROVIDE ANY WARRANTY WITH RESPECT TO VIOLATION OF THE RIGHTS OF THIRD PARTIES. IN ADDITION, LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE PLATFORM AND SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. BOTH PARTIES ACKNOWLEDGE THAT THEY HAVE NOT ENTERED INTO THESE TERMS IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL LICENSOR BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS), OR FOR THE COST OF PROCURING OTHER PLATFORM SERVICES OR SOFTWARE, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR'S LIABILITY TO LICENSEE UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE TO LICENSOR'S RESELLER (FOR THE RELEVANT SOFTWARE, EXCEPT FOR AMOUNTS IN SECTION 12 ("INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT")). THIS PROVISION DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR: UNAUTHORIZED USE OF INTELLECTUAL PROPERTY, DEATH OR BODILY INJURY CAUSED BY THEIR NEGLIGENCE; ACTS OF FRAUD; WILLFUL REPUDIATION OF THE AGREEMENT; OR ANY LIABILITY THAT MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

CUSTOMER UNDERSTANDS AND AGREES THAT HEALTHFULLY IS NOT ENGAGED IN THE PRACTICE OF MEDICINE OR EMPLOYER HEALTH AND SAFETY, AND THAT THE PLATFORM SERVICE IS A CONDUIT FOR INFORMATION ONLY AND IN NO WAY A SUBSTITUTE FOR COMPETENT EMPLOYER MANAGEMENT DECISIONS. ALL MEDICAL AND EMPLOYER PRACTICE MANAGEMENT AND EMPLOYEE WORK DECISIONS MADE IN WHICH THE PLATFORM SERVICE MAY BE UTILIZED, AND THE CONSEQUENCES THEREOF, WILL BE EXCLUSIVELY THE RESPONSIBILITY OF THE CUSTOMER, AND OTHER USERS WITH PRIVILEGES TO USE THE SERVICE. THE SUCCESSFUL OPERATION OF THE PLATFORM SERVICE IS DEPENDENT ON CUSTOMER'S USE OF PROPER PROCEDURES AND SYSTEMS FOR THE MANAGEMENT OF THE DATA BEING PROCESSED AND INPUT OF CORRECT DATA, AND CUSTOMER IS SOLELY RESPONSIBLE FOR THE ACCURACY AND ADEQUACY OF THE DATA AND RELATED WORKFLOW CONFIGURATION FURNISHED FOR PROCESSING BY THE PLATFORM SERVICE.

14. Confidentiality. The Software, any related benchmark or performance tests, and information regarding Licensor's business, including technical, marketing, financial, employee, planning, and other confidential or proprietary information is considered Licensor's "Confidential Information". Licensee shall protect the Confidential Information from unauthorized dissemination and use with the same degree of care that Licensee uses to protect its own like information and, in any event, will use no less than a reasonable degree of care in protecting such Confidential Information. Licensee will use the Confidential Information only for those purposes expressly authorized in this Agreement. Licensee will not disclose to third parties the Confidential Information

without the prior written consent of Licensor.

15. Termination. This Agreement shall be effective on the mutually agreed date of execution of this Agreement and shall expire and/or terminate (i) if Licensee breaches its obligations under this Agreement for the Platform or software or any applicable Supporting Materials, (ii) at the end of the applicable Subscription Period or (iii) to comply with applicable laws or regulations. Upon notice of such event, Licensee's right of access under this Agreement will terminate and all further access will be denied. Any terms in this Agreement which by their nature extend beyond termination or expiration of this Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
16. General.
 - a. Assignment. Licensee may not assign this Agreement without prior written consent of Licensor.
 - b. Audit. Licensor may audit you for compliance with the right of access license terms. Upon reasonable notice, Licensor may conduct an audit during normal business hours (with the auditor's costs being at Licensor's expense). If an audit reveals misuse or other irregularities, including failure to comply with federal, state or local laws and regulations, then you will pay to Licensor all costs of the audit as well as immediately rectify any breach of regulations; in particular with respect to data privacy and security.
 - c. Notices. Written notices under this Agreement may be provided to Licensor via the method provided in the Supporting Material.
 - d. Governing Law. This Agreement will be governed by the laws of the state of Florida, U.S.A., excluding rules as to choice, and conflict of law. You and Licensor agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply.
 - e. Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.
 - f. Entire Agreement. This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to the Agreement will be made only through a written amendment signed by both parties. If Licensor does not exercise its rights under this Agreement, such delay is not a waiver of its rights.

SCHEDULE 1 – Services

Exposure Prevention, Management, & Testing Platform

Description of Platform

SYSTEM FUNCTIONALITY

Healthfully's Exposure Prevention, Management, & Testing Platform helps employers, employees and customers feel confident that organizations are taking the risks related to COVID-19 seriously, limit exposures, provide real-time feedback, track status, increase access and utilize testing in the most effective way possible. Customer will have access to the platform functionality provided through the Flagler Health Anywhere App. The platform is delivered on web, iOS and Android platforms.

PLATFORM ACCESS

The Platform and underlying software provided by Healthfully will include the related services described in this Agreement and in any applicable Statement of Work. The Customer expressly permits the storage of Customer Data to be stored as part of the Platform services.

EFFECTIVE PERIOD OF SERVICE

Service	Description	Start Date	End Date
Service Operations.	<ul style="list-style-type: none">• Service Operations Management• Infrastructure and Hosting• Application Configuration Support	Platform Access Commencement Date	one year from the commencement date

SERVICE OPERATIONS

- Service Operations Management includes activities and processes required to deliver SaaS service and includes the following functions:
 - Healthfully Tier 3 Product Support at support@healthfully.io
 - Event Management
 - Incident Management including Privacy and Security Incident Management

- Problem Management
- Technical Change Management
- Service Request Fulfilment
- Service Level Monitoring and Reporting
- Application Configuration Support includes intake of any defect reports and enhancement requests and required updates to System Solution functionality, including but not limited to:
 - Tier 3 technical / product support at support@healthfully.io
 - Major/Minor Releases
 - Product Updates
 - Defect tracking, planning, fixes, testing including User Acceptance Testing, and deployment
 - Enhancement tracking, planning, configuration, testing including User Acceptance Testing and deployment
- For further information on support, please contact support@healthfully.io

SUBSCRIPTION PRICING

Subscription fees are paid yearly in advance. For certainty, the annual-subscription fee for St Johns County is \$67,140.00 based on the tiered pricing below. The one time implementation fee of \$5,000.00 associated with SOW#1 described in Schedule 2 has been waived.

Tiered Unit Pricing

Range	Monthly Base Fee	Monthly Unit Cost
First 100 Employees	\$50.00	\$7.00
101 to 1,000 Employees		\$4.00
1,001 to 10,000 Employees		\$1.50
Over 10,000 Employees		\$1.00

Total Cost Calculator

Estimated Total # of participants= 1,830

Range	Employees per Tier	Monthly Base Fee	Monthly Unit Fees Per Tier	Monthly Subscription
First 100 Employees	100	\$50.00	\$700.00	\$750.00
101 to 1,000 Employees	900	\$0	\$3,600.00	\$3,600.00
1,001 to 10,000 Employees	830	\$0	\$1,245.00	\$1,245.00
Over 10,000 Employees	0	\$0	\$0.00	\$0.00
			Total	\$5,595.00

SCHEDULE 2 - Statement of Work #1

Implementation Services

CONFIGURATION:

The following components of the Flagler Health+ Anywhere App will be configured and installed to meet Customer operational requirements

- a) **Multi-platform:** Users can access the platform on Web, iOS, and Android devices.
- b) **Digital Communities:** Moderated communities will be configured for COVID-19 education, prevention, and employer policies, as well as quarantine and isolation support. Employer specific communities can be read-only, or can allow employee collaboration and publishing of digital media.
- c) **Daily Self Screening and Attestation.** A configurable CDC-based COVID-19 survey and assessment will be issued to employees on a daily basis.
- d) **Notification & Alerts.** Notifications and alerts to users will be configured based on triggers. For example, a risk assessment score on a Daily Self Screening and Attestation will trigger a notification to employee, employer, and provider for the need to consult with a doctor for testing
- e) **Workflow and Messaging:** Workflow will be configured to meet Customer COVID-19 requirements and will include specific messaging to see a specific provider or clinic, and testing facility off-platform, if out-side of the Flagler Health+ region
- f) **On-platform Flagler Health Clinical Services:** For users within the Flagler Health+ region, users will be able to schedule and execute a virtual consult with a physician through the App. The physician will make a health assessment and create an order for COVID-19 test as appropriate. Test results performed by Flagler Health will automatically be uploaded onto the platform.
- g) **Payment Processing:** Allows patients to pay their co-pay or self-pay online for virtual visits or in office visits with a clinician on-platform.
- h) **Test Results:** For off-platform testing, participant messaging and workflow will guide participant to get tested at the appropriate test facility and self-attest results and upload them on the platform. For orders processed by Flagler Health (including pop-up or onsite testing), COVID-19 Test result will be uploaded automatically by the platform.
- i) **Reporting:** Employer reporting will include: Employee Compliance Reporting, Workforce COVID-19 Status, and Workplace Exposure and Contact Tracing.

ONBOARDING:

Healthfully representatives will work directly with End User to perform End User-specific onboarding and configuration including:

- Employer policy configuration
- Workflow configurations
- Collection of employee list (names, email, cell phone#) by End User and creation of user accounts and sign-in credentials.
- Employer work locations and sublocations
- Employee assigned work location and sublocation
- Marketing & Invitation to employee to download the App
- Training and video library access

TRAINING:

The Healthfully platform training program includes the following

- A one hour remote training session for employer administrators
- A series of training videos accessible at any time

PRICING:

- One Time SOW implementation and configuration fees are \$5,000.00 have been waived assuming a one year subscription fee commitment paid up front.

Exhibit C

Optional Clinical Fees

(Fees for the Technology are set forth in Exhibit B):

Should the Customer choose to make use of Flagler Health Clinical services, the following fees apply.

Ongoing Clinical Fees

Telemedicine Visits will be billed to the health insurance plan for employee that have health insurance through the Customer.

If the employee does not have insurance, or if the claim is denied, or if the employer requires mass/defined testing of the population, Flagler Health+ will bill the Customer directly for fees based on:

- \$100 for a COVID-19 (nasal swab) test
- \$50 for a telemedicine visit with a provider

Note that Flagler Health test collection and order processing is dependent on Flagler Health telemedicine visit. Flagler Health maintains the right to pass on changes in lab prices to the Customer incurred from the lab provider.

As new tests become available, the tests may be made available to Customer upon agreement by both parties

On-site Screening and Mass/population Testing Setup Fees:

On-site Flagler Health professionals can be made available for either/both on-site mass/population-based screening and testing, within the St Johns county. Specific costs associated with provision of screeners and on-site testing setup will be billed directly to the employer based on the scope of these services, as agreed to by both parties, and the following rates:

1. Onsite Screening of employees, including temperature check, symptom assessment, CDC guidelines questions/interview:
 - a. Nurse @ \$38.00/hour
 - b. Advanced Registered Nurse Practitioner (ARNP) @ 58.00/hour
 - c. Physician @ \$110.00/hour
2. Onsite Testing, including sample collection, administration, get-in-line management, ordering, and physician follow-up on positive results
 - a. \$45.00/test (in addition to \$100/test, for the lab test itself). There is no need for a telemedicine visit.



St. Johns County Board of County Commissioners

Purchasing Division

CONTRACT TASK ORDER NO: 02

Misc. No: 20-133; CARES Act Funding Exposure Prevention and Management
Master Contract No: 20-SA-FLA-12386

Consultant: Flagler Hospital, Inc.
400 Healthpark Blvd
St. Augustine, FL 32086

Date: August 6, 2020
Project: COVID-19 Testing

SCOPE OF WORK:

Task Order #02 is hereby issued to authorize Flagler Hospital, Inc ("Contractor"), to provide COVID-19 diagnostic and serologic testing of residents of St. Johns County with testing sites(s) on the campus of Flagler Hospital which includes staff, tents, medical supplies, and test kits; as required by the County's CARES Act Funding; in accordance with the Master Contract, and as provided in the scope of work incorporated herein and attached hereto.

PAYMENT TERMS:

The County shall compensate the Consultant, under Task Order #02, an amount not to exceed one million four hundred twenty-four thousand six hundred ninety dollars (\$1,424,690.00), for work satisfactorily completed in accordance with the provisions of this task order, and with the Master Contract dated August XX, 2020.

SCHEDULE:

The Consultant shall commence work upon receipt of a fully executed Task Order. The Effective Date of this Task Order shall be the date of signature by an authorized St. Johns County Representative. **Work shall be completed on or before December 30, 2020.** Any work performed prior to the full execution of this Task Order shall be at the Contractor's Own Risk.

Receipt of a fully executed copy of this Task Order #1 shall serve as Notice to Proceed for this project.

Flagler Hospital, Inc.

Representative
Signature: _____

Printed Name
& Title: _____

Date: _____

St. Johns County, Florida

Representative
Signature: _____

Printed Name
& Title: Leigh A. Daniels, CPPB
Purchasing Manager

Date: _____

All terms and conditions of the above-referenced contract dated August XX, 2020 remain in full force and effect. All invoices must reference Task Order #02. By approving this task order, the SJC Dept is certifying the availability of funds for this. Do not approve/process this task order until funds are available in the appropriate line item.

SCOPE OF WORK: TASK ORDER #2

1. Term.

The term of this Task Order shall be from March 1, 2020 to December 30, 2020.

2. Responsibilities of Flagler.

A. Flagler shall provide a site at Flagler Hospital dedicated to providing testing for COVID-19 (the Testing Site) as depicted in Exhibit A. In the event Flagler determines that it needs to move testing operations to a location at Flagler Hospital other than the site depicted in Exhibit A, it may do so without amendment to this Agreement, so long as the replacement site is comparable in size and accessibility to the site depicted in Exhibit A.

B. Flagler shall conduct testing for COVID-19 in accordance with the COVID-19 testing plan attached hereto as Exhibit A. Testing shall be made available to any person 5 years of age or older at no cost to the patient. Flagler shall not test any person under the age of 18 without the patient's parent or guardian being present.

C. Flagler shall provide test results and patient contact information to the St. Johns County Emergency Operations Center through the Associate Medical Director for Fire Rescue for communication of test results to patients.

D. Flagler shall ensure that it has the capacity to conduct at least one thousand (1,000) tests per week.

E. Flagler shall coordinate with the St. Johns County Sheriff's Office to provide law enforcement officers to establish a perimeter and assist with traffic flow at the Testing Site.

3. Responsibilities of the County.

A. The County shall provide five certified paramedics at the Testing Site to collect test samples from patients. In addition, the County will provide one certified paramedic in the St. Johns County Emergency Operations Center for communication of test results to patients.

B. The County shall report test results (both positive and negative) to all tested persons and shall provide patients who test positive information from the Florida Department of Health regarding isolation and recommended treatment options. Patients who tested positive will be notified that their test results have been reported to the St. Johns County Department of Health who will provide further direction.

4. Compensation.

A. The County shall compensate Flagler for services provided under this Task Order based upon the prices set forth in Exhibit B. The total amount available to Flagler as compensation under this Agreement shall not exceed one million four hundred twenty-four thousand six hundred ninety dollars (\$1,424,690). It is strictly understood that Flagler is not entitled to the above-

referenced amount of compensation. Rather, compensation shall be based upon Flagler's performance of the services set forth in this Scope of Work.

B. Flagler shall bill the County for services satisfactorily performed. The signature of Flagler's authorized representative on the submitted invoice shall constitute Flagler's certification to the County that:

1. Flagler has billed the County for all services rendered by it through the date of the invoice;
2. As of the date of the invoice, no other amounts are due from the County to Flagler for services rendered;
3. The expenses set forth in the invoice have been reasonably incurred; and
4. The amount requested is currently due and owing.

C. Payment of invoices shall be made in accordance with the requirements of the Florida Local Government Prompt Payment Act.

D. Although there is no billing form or format pre-approved by the County, the invoices submitted by Flagler shall include a detailed written report of the services provided during the billing period. The County may return any invoice to Flagler and request additional documentation or information. Under such circumstances, the timeframe for payment shall be extended by the time necessary for Flagler to provide the requested information. **Final invoices must be received by the Clerk of Court Comptroller's Office by 5:00 pm on December 23, 2020.**

5. Amendment.

Except as otherwise explicitly provided in this Task Order, any amendment to this Task Order or its exhibits shall be in writing and shall not be effective until executed by both parties.

6. Incorporation of Exhibits.


The contents of all attached exhibits are incorporated into this Scope of Work.

EXHIBITS

Exhibit A: COVID-19 Testing Plan

Exhibit B: Payment Schedule

Exhibit C: Master Agreement



Flagler Health+
COVID-19 Testing Plan

Background: Amid the ongoing COVID-19 pandemic, Flagler Health+, St Johns County Fire Rescue (SJCFR) and St Johns County Emergency Management will work to expand COVID-19 diagnostic and serologic testing of residents. The sampling sites are a critical part of the Governor's and St Johns County's initiative to test for COVID-19 to better understand its prevalence in the community.

Purpose: Establish COVID-19 testing site(s) on the campus of Flagler Hospital in order to increase the availability of testing for all SJC residents, regardless of a medical order.

Planning Assumptions:

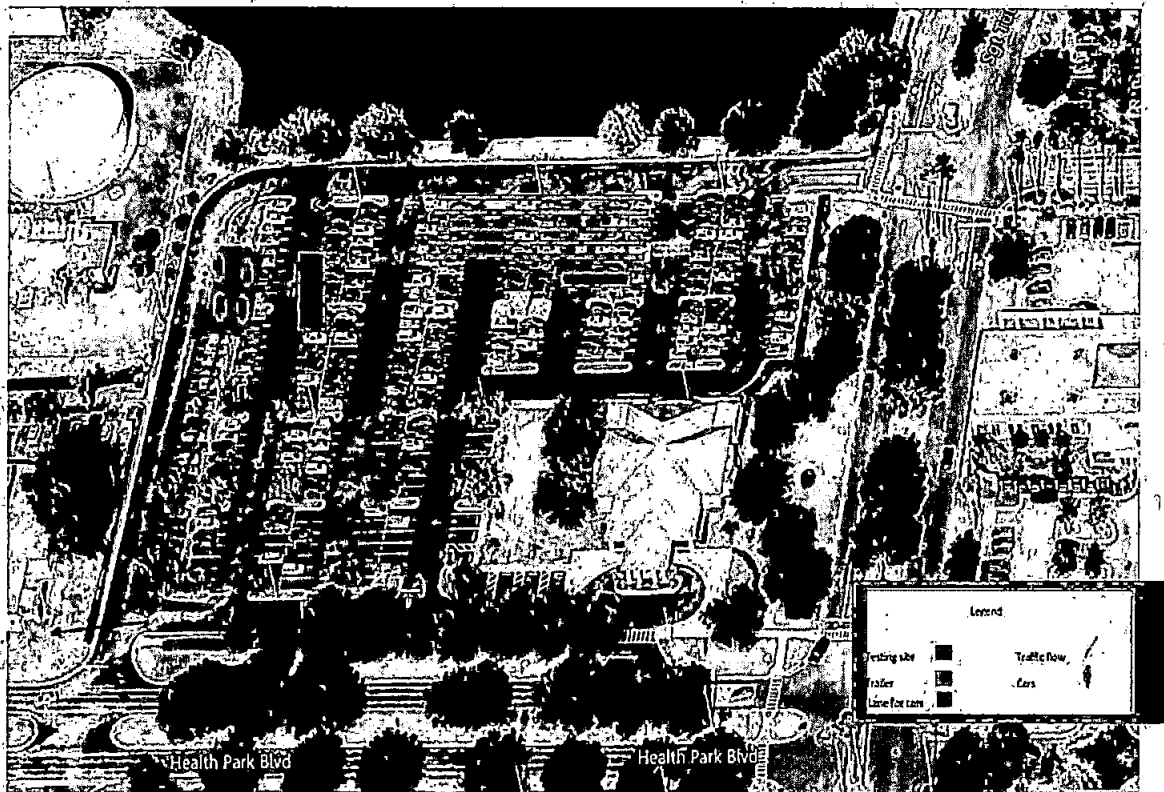
- (1) A medical order is not required to obtain a COVID-19 test at the testing site and is for St. Johns County Residents
- (2) Testing hours will be during the hours of 0700-1100, or until 250 tests have been obtained. Hours may have the opportunity to expand as the situation dictates.
- (3) Initial testing will begin at a daily capacity of 250, and expand based on demand and availability of resources
- (4) Patients will be registered in the Allscripts Electronic Medical Record in order to obtain an electronic capture of all tests conducted
- (5) Flagler Hospital and St Johns County Fire/EMS will source personnel in order to staff the testing site
- (6) A call center will be established to serve as a resource and for patient's follow up
- (7) Patients will remain in their vehicles for both registration and testing.
- (8) Law enforcement will be required in order to establish both a perimeter and assist with traffic flow.

Procedure:

1. Vehicle enters the drive lane of the area.
2. Vehicle stops at designated location and places DL on dashboard.
3. Clean staff member takes picture of Drivers license and obtains verbal consent and phone number.
4. Car drives up to the next location and rolls window halfway down.
5. Testing staff member swabs the patient and places sample in bag.
6. Testing staff member hands patient handout with stay at home and My quest login info and expectations for results. (Who will call with results and how long will they take to get?)
7. Testing staff member gives bag to lab personel.

Facility/Location Selection:

Testing will convene at Parking Lot B located on the west side of the Flagler Hospital campus.



Patient Flow

Arriving patients seeking testing will be directed off of SR 312 and routed south on Sgt Tuten Blvd towards the hospital. Vehicles will be directed to make a right turn into Parking Lot B, and staged in rows awaiting registration.

Patients instructed to place driver's license on the dashboard of vehicle. Staff will obtain a photograph pictures of the the patient information essential for registration.

Patient information will be placed in to All scripts for registration while patient is waiting in holding lane.

Once ready, vehicle will be directed to one of four station located under two tents. Patient information will be re-verified prior to specimen collection. Patients will remain in the vehicle, but roll down windows in order to have a nasopharyngeal specimen obtained. Once collected patients will be directed to exit the tent, and campus property making a right onto Health Park Blvd.

Inventory:

PPE to be supplied by county to Fire Rescue staff

Flagler Staff will have their PPE

All Nasopharyngeal Swabs to be provided from county/ state

Site Staffing:

(4-6) personnel for specimen collection 2 clean, 2 dirty (Fire Rescue)

(3) for Traffic Flow and Photo ID taking (Flagler)

(2) Registration

(?) Lab Personnel

(2) Law Enforcement Public Safety Officer /PSO one at entry, one at exit. Surgical mask provided

Signage:

Tent Identification , A, B, C, D

Lanes 1, 2, 3 ,4, 5, (each lane holds 12 cars)

Entrance Sign (Advised patient to remain in vehicle)

Exit Sign

COVID-19 Testing with directional arrow (1 @ 312), (1 @ Health Park Blvd), (1 @ 4 way to indicate right hand turn)

Communication to Patients:

- During registration and testing, patients will be advised to remain in their vehicle, patients will be directed to present driver's licence for registration on the dashboard, which will be photographed to ensure verification for registration.
- Patients will be provided directions to access the MyQuest account in order to obtain lab data; patients to be provided "Stay at Home" instructions
- Daily patient call backs will be managed by Fire Rescue staff, working under the direction of the Medical Director
 - A call center at the St Johns County EOC to complete the call backs of NEGATIVE COVID-19 test results. To be staff by Fire Rescue/County
 - A script will be developed for each call back to a patient in which the test results are COVID-19 negative.
- The Florida Department of Health will contact each patient whose tests results are COVID-19 positive in order to ensure notification and contact tracing.

To Do List:

- Registration Process- Melissa
- IT Access- Melissa
- Lab- Linda/ John W.
Test to be ordered under EMS Medical Director- Dr. Bachista
- Law enforcement request- Donna (done).
- Tent rental request- Donna (done)
- RV/ AC Office X 2 Request (done)
- Staffing Coordination/ Schedule- Jessica
- Funding/ Contract- John F. /Gina/ Carlton