

AGREEMENT
URGENT CARE CENTER – GAINESVILLE, ALACHUA COUNTY

THIS AGREEMENT (“Agreement”) is made by and between Shands Teaching Hospital and Clinics, Inc., a Florida not for profit corporation (“Shands”) and Alachua County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (“County”) and the City of Gainesville, Florida, a municipal corporation of the State of Florida (“City”), collectively all referred to as the “Parties”.

WITNESSETH

WHEREAS, the Parties have observed a deficiency in the public health services and facilities in and around eastern Gainesville – Alachua County; and

WHEREAS, urgent care is an important part of the continuum of medical care needed by a community; and

WHEREAS, Shands, with co-presentation by UF Health, has proposed construction of a new urgent care center, in accordance with the definition of “urgent care center” as provided in Section 395.002, Florida Statutes, to be located at or near the north or east Waldo Road/Hawthorne Road interchange in Gainesville, Alachua County, Florida, to address these needs and to further enhance medical services in the referenced community by attending to various types of medical issues and serving individuals of all ages, who are with or without insurance coverage or advance appointments, and which will include the elements of an urgent care center that are standard in the practice and industry, including lab and x-ray capability (the “Clinic”); and

WHEREAS, the Clinic will address health disparities in the Gainesville-Alachua County community and will act as a response to public health emergency and their negative economic impacts; and

WHEREAS, the location of the Clinic will serve the residents and communities of both the County and the City; and

WHEREAS, this Agreement is entered for benefit of the Parties and for public health, safety, and welfare.

NOW THEREFORE, Shands, the County, and the City agree as follows:

1. **Recitals**. The foregoing recitals are correct and are incorporated herein.
2. **Purpose**. In accordance with the terms and conditions of this Agreement, the City and the County agree to provide equal funding, as provided for herein, to Shands to be utilized by Shands, or its successors or assigns if authorized as provided herein, for the construction and continued operation of the Clinic.
3. **Term**. This Agreement shall become effective once signed by the Parties and upon the date of execution of the last Party to this Agreement (“Effective Date”) and will remain in effect

for a period of twenty-five (25) years from the Effective Date, unless the term is renewed or the Agreement is terminated earlier as provided herein.

4. **Clinic Construction and Operation.** Shands shall construct or cause to be constructed and shall be the sole entity responsible for operating the Clinic, both in accordance with the definition of Clinic provided above in this Agreement and in substantial conformance with the description of the Clinic provided in **Exhibit A** attached to this Agreement and incorporated herein. In the event there is any conflict between the provisions of this Agreement and **Exhibit A**, the terms of this Agreement will prevail. This Agreement places no responsibility or obligation on the County or the City to construct, develop, run, operate, maintain, insure, or defend the Clinic. The Parties agree that time is of the essence. It is anticipated that the Clinic Completion Date, as defined herein, will be on or before 18 months after Shands receives the necessary development orders and approvals to allow commencement of construction. If Shands or Shands' agent has not commenced construction of the Clinic or the funds have not become encumbered, as defined by law, on or before December 31, 2024, Shands will be deemed in default of this Agreement.

5. **Funding.**

A. **Definitions.** The following terms used in this Agreement have the following meanings:

- i. *Request for Payment:* Request for Payment of Eligible Costs must be submitted in written detail in accordance with the County's and City's respective policies or standards in effect at the time construction commences. Documentation with the Request for Payment may include, at the discretion of either the City or the County, independently, the following information: the amount paid for labor, materials, and equipment; a description and associated costs of any applicable phases, bid packages, or parts of the work actually performed; previously invoiced amounts and credit payments made; the total amount the payment is for less any retainage; and any lien waiver(s) and other documentation verifying payment to subcontractors and material suppliers.
- ii. *Construction Costs:* Those costs directly related to: (i) the clearing, filling, excavating, grading, paving, dredging, mining, drilling, or otherwise significantly disturbing the soil or vegetation of a site; (ii) building, installing, enlarging, replacing, or substantially restoring a structure, impervious surface, or water management system on a site; and (iii) the erection, placement, alteration, remodeling, or reconstruction of any structure or building or its associated features or utilities on any land. Construction Costs do not include any costs associated with receiving necessary development approvals such as land use approvals, zoning approvals, site plan approvals, or building permit approvals.
- iii. *Completion Date:* The date that Shands receives a final certificate of occupancy (CO) for the Clinic from the governing jurisdiction.
- iv. *Eligible Costs:* Eligible Costs are Construction Costs that: (i) are actual costs represented by invoice or other payment request; (ii) are customary and

reasonable for the Gainesville area as evidenced by bid or GMP contract; and (iii) do not include more than six percent (6%) for corporate overhead and profit.

- v. *Reimbursement Date*: The date by which the City must reimburse Shands for Eligible Costs. The Reimbursement Date will be on or before sixty (60) calendar days from date on which Shands provides to the City a Request for Payment.

B. Funding. In accordance with the terms and conditions provided in this Agreement, and in consideration for the Clinic and the benefits to be provided to the Gainesville - Alachua County community from the Clinic, the Parties agree to the City and the County providing equal funding for the Clinic as follows:

- i. Upon the County's receipt from Shands of an Request for Payment, the County will provide payment to Shands in an amount not to exceed Two Million Two Hundred Fifty Thousand Dollars and no/100 (\$2,250,000.00) ("County's Funding Support"), provided there is an executed subrecipient agreement between the County and Shands regarding the Clinic.
- ii. Upon the City's receipt from Shands of a Request for Payment, the City on the Reimbursement Date shall reimburse Shands for Eligible Costs associated with the Clinic in an amount not to exceed Two Million Two Hundred Fifty Thousand Dollars and no/100 (\$2,250,000.00) ("City's Funding Support"), provided Shands is in compliance with the terms of this Agreement at the time reimbursement is due.

The total amount of the County's Funding Support and the City's Funding Support to Shands for the purposes stated herein will not exceed Four Million Five Hundred Thousand Dollars and no/100 (\$4,500,000.00) ("Total Fund").

C. Assurances and Pay-back. If Shands ceases to operate the Clinic as defined in this Agreement for a period equaling or exceeding six (6) continuous months, the provisions in this subsection C will apply. For purposes of this subsection, whether Shands "ceases to operate" the Clinic will not be determined according to any discretion of Shands or any intent or opinions expressed by Shands but rather will be determined entirely by the County and the City individually in the City and the County's individual and respective sole discretion as it pertains to the County's Funding Support and the City's Funding Support, and the County and the City will individually and respectively make such determination based on available evidence, including public records, utility records, property records, personal records, or other general research and documentation. The County's determination whether Shands ceases to operate the Clinic and the County's actions to seek reimbursement from Shands in accordance with this section will not affect the

City's determination whether Shands has ceases to operate the Clinic and the City's corresponding seeking of reimbursement, and vice versa.

- i. Shands shall pay-back the entire amount of the County's Funding Support and the City's Funding Support if Shands ceases to operate the Clinic, or if Shands defaults under this Agreement and this Agreement is terminated per Section 10 of this Agreement, within the first ten (10) years after the Completion Date.
- ii. Shands shall pay-back seventy-five percent (75%) of the County's Funding Support and the City's Funding Support if Shands ceases to operate the Clinic, or if Shands defaults under this Agreement and this Agreement is terminated per Section 10 of this Agreement, between years ten (10) and fifteen (15) after the Completion Date.
- iii. Shands shall pay-back fifty percent (50%) of the County's Funding Support and the City's Funding Support if Shands ceases to operate the Clinic, or if Shands defaults under this Agreement and this Agreement is terminated per Section 10 of this Agreement, between years fifteen (15) and twenty (20) after the Completion Date.
- iv. No pay-back provision exists after Shands has operated the Clinic for twenty (20) years after the Completion Date.

Upon the occurrence of one of the events listed in Section 5(C)(i) or 5(C)(ii) or 5(C)(iii), the County shall individually, in the County's individual and sole discretion as it pertains to the County's Funding Support, issue Shands an invoice for the applicable respective amounts due from Shands to the County. Shands shall then, within sixty (60) calendar days of the date that the County sent the written invoice to Shands, pay back to the County the applicable amount of the County's Funding Support. If Shands fails to pay back any amounts due as described in this subsection, Shands will be deemed in default of this Agreement without further necessity of prior notice.

Upon the occurrence of one of the events listed in Section 5(C)(i) or 5(C)(ii) or 5(C)(iii), the City shall individually, in the City's individual and sole discretion as it pertains to the City's Funding Support, issue Shands an invoice for the applicable respective amounts due from Shands to the City. Shands shall then, within sixty (60) calendar days of the date that the City sent the written invoice to Shands, pay back to the City the applicable amount of the City's Funding Support. If Shands fails to pay back any amounts due as described in this subsection, Shands will be deemed in default of this Agreement without further necessity of prior notice.

- D. Subject to Appropriations. The City and County approved funds for this Agreement are subordinate in all respects to all debt service obligations of the City and the County, respectively, under bonds or other forms of debt currently outstanding or to be issued in the future. The obligations of the City and the County as to any funding required pursuant to this Agreement are limited by and subordinate to any

obligation in any given fiscal year to budget and appropriate from legally available sums in the City's and the County's annual budget. Notwithstanding this Agreement, the City and the County may pledge any legally available revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City and the County pursuant to this Agreement. This Agreement is an agreement to supply funding to an entity for a particular purpose to benefit the public health, safety, and welfare.

6. **Subrecipient.** Depending on the source of funding from the County or the City related to this Agreement, Shands may be a subrecipient of federal funds, particularly those provided by the U.S. Department of the Treasury, and as a result Shands may be obligated to comply with certain federal rules, regulations, laws, terms, conditions, and reporting requirements, as applicable to the specific federal funds, and may be required to enter into separate respective Subrecipient Agreements directly with the County and/or the City.

7. **Monitoring.** Shands agrees that authorized representatives of both the County and the City will have access to the Clinic premises at reasonable times for the purpose of monitoring or inspecting that the Clinic is being utilized for the purposes provided for in this Agreement; provided, however, that this entry will be subject to security requirements of Shands. The County Manager or designee and the City Manager or designee shall provide to Shands reasonable and adequate advance notice of seeking access to the Clinic, and Shands will have the right to have a staff member present.

8. **Permits; Approvals; Compliance with Laws.** Shands, at its sole expense and responsibility, shall obtain all state and local permits or other governmental authorizations and approvals required by law in order to construct and complete the Clinic. Shands shall at all times be in compliance with all applicable federal, state, and local laws, statutes, rules, and regulations with respect to the construction, completion, and operation of the Clinic, including but not limited to the City of Gainesville Code of Ordinances and Land Development Code pertaining specifically to planning, zoning, and permitting. This Section is not intended to preclude City from granting Shands certain waivers, exemptions, or variances under the City of Gainesville Code as allowed therein, nor is it intended to preclude Shands from challenging, in the manner provided for by applicable law, the application of any of the foregoing to the construction, completion, and operation of the Clinic. Nothing in this Agreement entitles or vests Shands with any right or entitlement to any building, zoning, or development order or permit or approval without separate application and review by the governing entity with jurisdiction. Shands is solely responsible for the means, method, labor, technique, sequence, and procedure utilized by Shands in the construction, completion, and operation of the Clinic. Disbursement of the Total Fund to Shands is contingent upon Shands obtaining all applicable development orders and approvals as referenced in Section 8, as well as contingent upon Shands submitting a Request for Payment for Eligible Costs for Shands' construction of the Clinic as referenced in Section 5.

9. **Maintenance and Utilities.** This Agreement is not intended to place any obligation on the County or the City to operate or maintain the Clinic. Shands agrees to assume the costs for construction, labor, utility, maintenance, insurance, and operation of the Clinic. Net profits or net losses shall be born by Shands solely and there shall not be any share on the County and the City.

10. **Default and Termination.** The failure of any Party to comply with their respective obligations contained in this Agreement will be a material breach of this Agreement (“Default”). Any non-defaulting Party shall provide written notice of Default (“Notice of Default”) to the defaulting Party and to the other non-defaulting Parties. The defaulting Party will have thirty (30) calendar days from the date of receipt of the Notice of Default to cure such Default (“Cure Period”). During the Cure Period where Shands is the defaulting Party, the County or the City may suspend any amount payable until the Default has been cured. Upon the defaulting Party's failure to cure such Default within the Cure Period, either non-defaulting Party may in their respective sole discretion choose to terminate this Agreement without prejudice to any other rights or remedies the non-defaulting Party(ies) may have pursuant to law or equity. The effective date of termination of this Agreement will be the date specified in the written notice of termination. The Alachua County Manager is authorized to provide written notice of default on behalf of the Alachua County. In the event of termination, all rights to the Total Fund are forfeited if not yet already disbursed.

11. **Audits and Accountability.** In the event any part of this Agreement or the County’s Funding Support or the City’s Funding Support is to be made from or funded by Federal, State, or other local agency monies, Shands hereby agrees to cooperate with the County and the City in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the construction and operation of the Clinic and as specifically required by the Federal or State granting agency. All records and accounts related to this Agreement must be retained for and be subject to inspection, review, or audit by the County or the City. Such review shall be during the regular working hours, following reasonable written notice. Upon request, Shands shall transfer copies of these records and accounts to the custody of the County or the City, respectively, in order to ensure their accountability for such a period.

12. **Liability.** The City fully retains all sovereign immunity protections afforded to it as a municipal corporation of the State of Florida. The County fully retains all sovereign immunity protections afforded to it as a charter county and a political subdivision of the State of Florida. This Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. All claims against either the City or the County that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes. As between the Parties, the Parties agree to be responsible for their respective negligent acts or omissions which in any way relate to or arise out of this Agreement. To the fullest extent permitted by law and without waiving any Party’s sovereign immunity, no Party shall be liable to any other Party for any incidental, consequential, punitive, exemplary, or indirect damages, lost profits, revenue, or other business interruption damages.

Shands agrees to be liable, and the County and the City shall not be liable or responsible in any way, to third parties for the negligent, reckless, or intentional wrongful acts or omissions of Shands’ officers, employees, servants, agents, contractors, or subcontractors thereof while acting as an employee of Shands or while acting pursuant to any contract with Shands arising from or connected with the construction or operation of the Clinic funded by this Agreement. The County and City shall not be responsible for any liability, losses, damages, fines, fees, expenses, penalties, or costs arising from third-party claims, actions, or proceedings against Shands or its officers, employees, servants, agents, contractors, or subcontractors thereof connected with the construction

or operation of the Clinic funded by this Agreement, and without waiving Shands' sovereign immunity and subject to the limitations set forth in Florida Statute Section 768.28, Shands agrees to reimburse the County and the City for any of the herein-described costs or expenses incurred by the County or the City. Shands, County, and City further agree that nothing contained herein shall be construed or interpreted as: (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of Shands, the State of Florida and their agents and agencies to be sued; (3) a waiver of the sovereign immunity of Shands, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes; or (4) cause Shands to be responsible for the acts or omissions of the City or County or their respective officers, employees, servants, agents, contractors, or subcontractors.

This section will survive the termination or expiration of this Agreement.

13. **Standard Clauses.**

- a. **Public Records.** Each public entity shall keep and maintain public records as required by Florida law. In accordance with §119.0701, Florida Statutes, if Shands is deemed to be acting as a contractor on behalf of the County or acting as a contractor on behalf of the City, Shands shall keep and maintain public records related to this Agreement as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from either the County's or the City's custodian of public records, Shands shall provide the custodian(s) with a copy of the requested public records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise exempt or confidential or protected as provided by federal or state of Florida law.
- b. **Laws & Regulations; Venue.** Each Party will comply will all federal, state, and local laws, ordinance, regulations, rules, and code requirements related to the Clinic. This Agreement is governed by the laws of the State of Florida and venue for any and all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida. In the event of any legal proceedings arising from or related to this Agreement, each Party shall bear its own attorneys' fees except to the extent that Shands agrees to indemnify the County and the City as described in this Agreement, including any appeals.
- c. **Amendment and Waiver.** The Parties agree that no modification, amendment, or alternation of the terms, conditions, and provisions of this Agreement are effective unless contained in a written document approved and executed by all the Parties. No course of dealing may be deemed a waiver of rights or a modification of this Agreement. The failure of any Party to exercise any right in this Agreement may not be considered a waiver of such right. No waiver of a provision of this Agreement will apply to any other portion of this Agreement. A waiver on one occasion may not be deemed to be a waiver on other occasions.
- d. **Assignment.** No Party shall assign or transfer any interest, duty, or obligation contained in this Agreement without prior written consent of the other Parties. The Parties each bind their respective successors, assigns, heirs, and representatives in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
- e. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or

any rights in favor of, any third party.

- f. Independent Entity. It is understood and agreed that nothing herein contained in this Agreement is intended or should be construed as in any way establishing the relationship of co-partners or a joint venture between the Parties hereto, or as constituting Shands as agent of the City or the County, or representative of the County or City, or vice versa, for any purpose whatsoever. Each Party remains an independent entity.
- g. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, Shands warrants that Shands has not employed or retained any company or person, other than a bona fide employee working solely for Shands, to solicit or secure this Agreement and that Shands has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Shands, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- h. Force Majeure. The Parties shall exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems, and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties. In the event the Clinic is damaged, destroyed, or has experienced another casualty, Shands or its successor has the right to re-build and re-pair, so long as in compliance with then existing code, rules, and regulations and this Agreement.
- i. Captions and Section Headings. Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
- j. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a Party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.
- k. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof shall arise favoring or disfavoring a Party by virtue or authorship of any or all of the Agreement's provisions. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate

professions, including legal professionals, in the review and execution of this Agreement.

- l. **Construction.** This Agreement shall not be construed more strictly against one Party than against the other Parties merely due to fact that it may have been prepared by one of the Parties. It is recognized that the Parties have substantially contributed to the preparation of this Agreement and have had a full opportunity to review it.
- m. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- n. **Entire Agreement.** Except as may be otherwise provided in this Agreement, this Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties regarding the Clinic.
- o. **Debarment.** Each Party represents and warrants to the other Parties that they, their officers, employees, agents, and independent contractors (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health care programs as defined in 42 U.S.C §1320a-7b(f) (the “Federal Health Care Programs”); (ii) have not been convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Health Care Programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in their being excluded from participation in the Federal Health Care Programs. This shall be an ongoing representation and warranty during the term of this Agreement and each Party shall immediately notify the other Parties of any change in the status of their respective representation and warranty herein. Any breach of this provision shall give the other Parties the right to terminate this Agreement for cause as of the date of breach or subsequently in their sole respective discretion.

14. **Notice.** Except as otherwise provided in this Agreement any notice, including notice of default or termination, from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by registered or certified mail, return receipt requested, or by overnight express delivery service to the addresses below. Additional copy of the notice is requested via electronic mail to the additional following addresses listed for the Parties. Notices sent by mail will be deemed delivered five (5) business days after mailing. Notices sent by overnight express delivery service will be deemed delivered on the business day after deposit with the service. Each Party may change its mailing address by giving the other Parties, written notice of election to change the address.

To Shands:

Shands Teaching Hospital and Clinics, Inc.
P.O. Box 100303
Gainesville, FL 32610

cc:

To City:

City of Gainesville, Florida

Attn: City Manager's Office

200 East University Avenue

P.O. Box 490

Gainesville, Florida 32602

cc: City Attorney
P.O. Box 1110
Gainesville FL 32602

To County:

Alachua County, Florida

Attn: Alachua County Manager

12 SE 1st Street

P.O. Box 2877

Gainesville, Florida 32602

cc (via e-mail):
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Shands, through its duly authorized representative, and by Alachua County, through the Chair of the Board of County Commissioners, who is authorized to sign and by the City of Gainesville, through its Mayor, who is authorized to sign.

ALACHUA COUNTY, FLORIDA

By: _____

Marihelen Wheeler, Chair
Board of County Commissioners

Date: _____

ATTEST:

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk

Alachua County Attorney's Office

CITY OF GAINESVILLE, FLORIDA

By: _____

Lauren Poe, Mayor

City Commission

Date: _____

Attest:

Approved as to form and legality:

City Clerk

City Attorney

**SHANDS TEACHING HOSPITAL AND
CLINICS, INC.**

By: _____

Printed Name: _____

Title: _____

Date: _____

Reviewed by:

General Counsel

Exhibit A

Eastside Urgent Care Initiative

Program Description

Scope of services

- The initiative will develop and install an urgent care clinical service for east Gainesville and the eastern portion of Alachua County.
- Urgent care is an important part of the continuum of medical care communities need. In terms of the scope of acute medical care delivered, urgent care is positioned between a typical doctor's office and an emergency room.
- Compared to a typical doctor's office, urgent care centers offer more x-ray and on-site lab capabilities, perform more procedures (e.g., casting/splinting and suturing lacerations), and have the capability to provide IV fluids. Urgent care centers typically do not provide ongoing continuous care of chronic diseases, but work hand in hand with primary care and specialty providers, public health units and others who provide that portion of the continuum of care. Compared to emergency rooms, urgent care centers are not the intended destination for those experiencing major trauma or life-threatening emergencies.

Access

- UF Health Eastside Urgent Care will provide services to individuals of all ages and with all types of medical problems. Patients of all insurance categories will be seen, as will patients with no insurance coverage.
- The urgent care center will use an open access model, which means that individuals will be able to walk in and receive care without advance appointments required.
- The initial proposed operating hours of the urgent care center are 7AM - 7PM, Monday through Friday, and 8AM – 5PM, Saturday and Sunday. Ultimately, the operating hours of the urgent care center need to match those times when individuals are most seeking services, so as we gain experience with the timing of patient demand, the operating hours will be adjusted accordingly.

Location

- The Eastside Urgent Care program will be operated in a new construction ~10,000 sq.ft. facility on Hawthorne Road, near the GTEC facility. Rezoning is required for the planned Center site.
- The facility will include all the required elements of an urgent care facility, including lab and xray capability. In addition, we are including a community education space in the facility. This is not typically part of urgent care center design but will help this Center serve as the base for other essential community service activities, such as diabetic group education and nutrition/healthy lifestyle courses.

Financial

- UF Health will operate the Urgent Care Center and be fully responsible for the operating P&L, which is projected to be an ongoing negative.
- UF Health owns the property on which the Center is being built and is contributing that in-kind to the project.
- City/County will grant to UF Health an amount up to \$4.5M to support the land preparation, building construction and outfitting of the UF Health urgent care center. Once developed, UF Health will own and run the facility. The actual final grant amount will be whatever funds are expended in the preparation, construction, and outfitting of the center, capped at \$4.5M.
- The purpose of the City/County grant is ultimately to enable the provision of urgent care services at the location. As such, in the event UF Health ceases to provide urgent care services at the location over a 6-month period,
 - UF Health will pay back the entire amount of the grant if the cessation of services occurs in the first 10 years after opening;
 - UF Health will pay back 75% of the grant amount if the cessation of services occurs between years 10 and 15 after opening
 - UF Health will pay back 50% of the grant amount if the cessation of services occurs between years 15 and 20 after opening;
 - No payback provision exists after 20 years of urgent care service.

Potential future services on site

- UF Health plans for the eastside urgent care campus to expand over time and include additional services beyond urgent care. Although the exact timeline for this expansion is not set, mental health and dentistry providers are already part of the UF Health internal workgroup the project and are very likely candidates for expanded services.
- UF Health expects the Center to augment and work collaboratively with existing nearby public health services and will actively collaborate to make sure that happens.
- UF Health's vision for the region around the campus is that it could become a hub for additional city and county services and will actively collaborate to make that happen.

Estimated project schedule

- UF Health anticipates the Center opening 15-18 months after receiving the necessary zoning allowances, permits and waivers. We will work with the City and County to accomplish those regulatory approvals as soon as practicable.