

**MEMORANDUM OF AGREEMENT  
COVID-19 PCR TESTING SOUTHEAST DIAGNOSTICS DBA. GLOBAL7  
DIAGNOSTICS  
AND  
THE CITY OF DORAL**

This Memorandum of Agreement ("Agreement") is entered into this 25 day of October 2021, between Southeast Diagnostics dba global7 Diagnostics (Global7), and the City of Doral (City), and they both agree as follows:

WITNESSETH

WHEREAS, in support of the City's mission and strategic initiatives, it has been deemed it prudent to provide PCR testing for City of Doral employees to identify workers with SARS-CoV-2 infection, and thus help prevent or reduce further transmission; and

WHEREAS, Global7 has agreed to perform PCR and SalivaDirect assay to test City of Doral employees for COVID-19 at City Hall and/or the Doral Police Department on a weekly basis as specified in Exhibit A; and

WHEREAS, there is no charge to individuals for COVID-19 PCR and SalivaDirect assay testing; and

WHEREAS, Global7 will not require any assistance from City staff and will work directly with the federal government to recover funding for their work in administering COVID-19 PCR and SalivaDirect assay testing.

NOW THEREFORE, in consideration of the mutual covenants in this Memorandum of Agreement, the parties agree as follows:

1. Global7 agrees to perform PCR and SalivaDirect assay to test City of Doral employees for COVID-19 at City Hall and/or the Doral Police Department on a weekly basis as specified in Exhibit A and up to September 30,2022.
2. Global7 shall ensure both sites are staffed by personnel with appropriate clinical training.
3. The standard of care for all services performed or furnished by Global7 under this agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances. All personnel shall wear protective equipment.
4. Global7 shall comply with federal and state regulations concerning the management and disposal of medical waste.
5. Global7 shall comply with Health Insurance Portability and Accountability Act (HIPAA) Rules.

6. Global7 assumes all liability and risk for any equipment left on the premises and releases the City from all liabilities, causes of action, claims and demands.
7. Global7 agrees to properly dispose of all trash at the closedown of operations.
8. Global7 shall provide the City with proof of the following additional insurance requirements:
  - a. Automobile Liability Insurance, covering any owned, non-owned or hired vehicles used in the performance of this Agreement, with minimum limits of liability of \$300,000 per occurrence.
  - b. Professional Liability (Medical Malpractice), with minimum limits of Liability of \$1,000,000 per occurrence.
9. There will be no out-of-pocket charges for this testing to the City or to individuals for these PCR tests.
10. Global7 will not require any assistance from City staff and will work directly with the federal government to recover funding for their work in administering COVID-19 PCR and SalivaDirect assay testing.
11. All notices required pursuant to the terms hereof shall be sent, unless prior written notification of an alternate address for notices is sent, to the following addresses:

**CITY OF DORAL**

Hernan M. Organvidez, Interim City Manager  
8401 NW 53<sup>RD</sup> Terrace  
Doral, FL 33166

**SOUTHEAST DIAGNOSTICS DBA. GLOBAL7 DIAGNOSTICS**

Ricardo Alfonso  
Manager  
4960 Peachtree Industrial Blvd. Suite 200  
Norcross, GA 30092

12. Global7 shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Global7's performance or non-performance of any provision of this Agreement.
13. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings

concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document and executed by both parties.

14. Global7 shall comply with all federal, state, and local laws and ordinances applicable to the activities thereof.
15. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of the Agreement thus invalidated or declared unenforceable is not material to the intended operation of the Agreement.
16. This Agreement shall take effect upon execution by both parties and remain in effect until terminated in accordance with the terms of this Agreement.
17. If City determines that the performance of the Global7 is not satisfactory, The City shall notify Global7 of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.
18. This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.
19. This Agreement shall not be assignable by Global7 unless such assignment is first approved by the City Manager.
20. Global7 and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.
21. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.
22. Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, Southeast Diagnostics dba. Global7 Diagnostics., has executed this

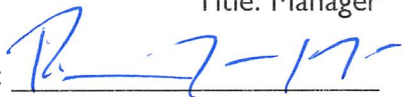
Agreement this 19 day of October, 2021, and the CITY has executed this

Agreement this 25 day of October, 2021.

SOUTHEAST DIAGNOSTICS DBA. GLOBAL7 DIAGNOSTICS

Name: Ricardo Alfonso

Title: Manager


Signature: 

Date: 10-19-21

CITY OF DORAL

Name: Hernan M. Organvidez

Title: Interim City Manager

Signature: 

Date: 10-25-21

Legal Review:

  
Luis Figueredo, City Attorney

Attest:

  
Connie Diaz, City Clerk

## Exhibit "A"

### COVID-19 PCR - AND SALIVADIRECT ASSAY

This schedule is subject to change upon mutual agreement of both parties provided 48 hours of advanced warning is provided.

DAYS OF THE WEEK	HOURS OF OPERATION
Tuesday	10 a.m. – 2 p.m.
Thursday	10 a.m. – 2 p.m.
Saturday	11 a.m. – 3 p.m.
Sunday	11 a.m. – 3 p.m.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/12/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Northeast Agencies Inc CLSC-GA MSA Service Center PO Box 2006 Keene NH 03431	<b>CONTACT NAME:</b> MSA Service Center <b>PHONE (A/C, No, Ext):</b> (866) 676-3849 <b>FAX (A/C, No):</b> (866) 332-4776 <b>E-MAIL ADDRESS:</b> servicecenter@msagroup.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Main Street America Assurance</td> <td style="text-align: center;">29939</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Main Street America Assurance	29939	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  Global Diagnostic Lab, LLC 4960 Peachtree Industrial Blvd Ste 215 & 220  Norcross GA 30071															

**COVERAGES**                                      **CERTIFICATE NUMBER:** 21-22 Master BPU                                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BPU8444X	07/07/2021	07/07/2022	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BPU8444X	07/07/2021	07/07/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  ***** FOR INFORMATIONAL PURPOSES ONLY *****	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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**RESOLUTION No. 21-221**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH FIRMS THAT CAN PROVIDE ONSITE COVID-19 POLYMERASE CHAIN REACTION (PCR) TESTING FOR ALL CITY OF DORAL EMPLOYEES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, it has been deemed prudent to continue making polymerase chain reaction (PCR) testing accessible to all City of Doral employees on a volunteer basis, to ensure a ready and able workforce that can sustain operational necessities throughout the City of Doral, especially as we continue to vigilantly enforce safety measures in the midst of the recent spike in COVID-19 Delta variant cases; and

**WHEREAS**, the Human Resources Department continues to identify new testing laboratories and related vendors to ascertain their ability to conduct polymerase chain reaction PCR onsite testing at City Hall with the capability of providing quick turnaround results within 24 to 48 hours; and

**WHEREAS**, the City's goal is to continue weekly onsite testing at City Hall and the Doral Police Department, so that every employee will have voluntary access to receive COVID-19 PCR testing on an ongoing basis; and

**WHEREAS**, there is no cost to the City of Doral or its employees; specifically, there are no out of pocket charges for this testing, i.e., no deductibles, no co-pays, etc.; the CARES Act is covering all costs and the City will have no involvement whatsoever in recovering funds from the federal government; and

**WHEREAS**, the City Manager's Office recommends that the City Council authorize the City Manager to execute a Memorandum of Understanding with two identified clinical



laboratories, O'hare Clinical Lab Services, Inc., and Southeast Diagnostics dba, global7 Diagnostics, so that they may provide PCR testing at City Hall, the Doral Police Department, and any other City facility that may be deemed conducive, as well as any additional providers that may be identified in the future as being capable of meeting the City's needs under similar no-cost conditions;

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

**Section 2. Approval.** The City Manager is hereby authorized to enter into a Memorandum of Understanding (MOU) on behalf of the City of Doral with O'hare Clinical Lab Services, Inc., and Southeast Diagnostics dba, global7 Diagnostics, and any other provider deemed capable of performing COVID-19 onsite testing within the established parameters at no cost to the City through September 30, 2022, or until the threat of the Coronavirus is substantially diminished.

**Section 3. Authorization.** The City Manager is authorized to enter into an MOU on behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilwoman Digna Cabral	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes

PASSED AND ADOPTED this 13 day of October 2021.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY