



Agenda Report

2725 Judge Fran Jamieson
Way,
Viera, FL 32940

New Business - Support Services Group

J.1.

3/23/2021

Subject:

OMNI Healthcare's Revised Proposal for COVID-19 Vaccine Administration in Brevard County

Fiscal Impact:

Per OMNI Healthcare's Revised Proposal - There would be no cost to the County, OMNI Healthcare would seek payment from recipient's insurance companies and federal government agencies

Dept/Office:

Public Safety / Emergency Management

Requested Action:

It is requested that the Board of County Commissioners:

- Review the attached proposal from OMNI Healthcare related to vaccine administration within Brevard County; relative to the proposal:
 - Direct staff to negotiate with OMNI Healthcare a contract that is consistent with contracts executed already with local hospital systems and Caliburn; or
 - ✓○ Accept the revised proposal as submitted by OMNI Healthcare and direct staff to draft a contract based on the proposal; or
 - Reject the OMNI Healthcare proposal as submitted.
- If Board direction is to draft a contract with OMNI Healthcare, then an additional requested action is to:
 - ✓○ Authorize the Chair to execute any resulting contract and contract related documents upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

Summary Explanation and Background:

Staff received, on Wednesday March 10, 2021, the attached revised proposal (original proposal initially received Friday March 5, 2021) from OMNI Healthcare to participate in administering the COVID-19 vaccine in Brevard County. OMNI Healthcare has submitted a proposal that could establish up to three (3) additional vaccine sites (one in Melbourne, one in Palm Bay and a location in Merritt Island). The three additional sites could vaccinate 1,000 recipients per day; 18,000 per week.

Upon Board direction, the County Attorney's Office will begin drafting an agreement that would outline the distribution of the vaccines by OMNI Healthcare. Currently the County does not receive any vaccine distribution from the Federal or State government. As such, any Florida Department of Health (FDOH) controlled vaccine distribution within Brevard County currently must be approved by the FDOH.

The current FDOH vaccine distribution program provides that any vaccines received above FDOH's capacity

would be equitably distributed to the local hospitals based on the capacity their sites could distribute. To date, FDOH/Emergency Management have not implemented any of the hospital no fee, no reimbursement agreements, because current FDOH vaccine allotments have not exceeded their site capacity. Should FDOH begin to receive over 8,000 vaccines per week, FDOH could implement the hospital no fee/no reimbursement distribution plan. The three hospital systems can vaccinate a minimum of 12,500 recipients per week. This would bring the weekly vaccine distribution to 20,500.

FDOH/Emergency Management are working with municipalities to enter into agreements wherein participating municipalities would receive vaccines and distribute them locally, under terms and conditions similar to the terms outlined in the County's agreements with the local hospital systems. These agreements, once in place would increase vaccine distribution capacity an additional 2,500 per week, or a total weekly distribution of approximately 25,000 vaccines at no cost to the County, the recipients, or insurance companies. Currently FDOH's plan for vaccine distribution, once their capacity is exceeded is to equitably distribute among the hospital systems, then distribute among participating municipalities.

As a last resort (as previously presented to and approved by the Board) the County could implement the Caliburn contract at a site in Merritt Island, implementation of this contract would be a pay for service, at the previously Board approved rate of \$22.00 per shot (January 26, 2021 Board Agenda Item I.2). It should be noted that Caliburn has agreed (as outlined in their contract, that they will not bill recipients or insurance companies). Should FDOH begin to regularly receive vaccine allotments that exceed 25,000 vaccines weekly, the Caliburn Contract could be implemented. The Caliburn contract would increase vaccine distribution by approximately 5,000 vaccines per week, bringing the total weekly distribution to 30,000 vaccines.

The revised OMNI Healthcare proposal was received after several communications between County staff, OMNI Healthcare staff and their representatives.

OMNI Healthcare's proposal states the following:

- OMNI Healthcare will not charge the County for any vaccines administered.
- OMNI Healthcare would seek funding to support vaccine administration from a variety of non-County sources, that may include insurance companies, CARES Act Funds, anticipated American Rescue Plan funding, and FEMA Public Assistance reimbursement.

(Note: The existing agreements with local hospital systems provide that they would provide all aspects of the vaccine administration (from scheduling to giving the shot) at no charge to the County, the recipient, or any insurance company.)

- o OMNI Healthcare may seek administrative assistance in submitting applications from these federal sources.

(Note: The proposal did not specify whom OMNI Healthcare would seek administrative assistance from, County staff or outside consultant)

- o OMNI Healthcare would not charge patients without insurance, or patients with insurance co-pays or deductibles for the vaccine
- OMNI Healthcare stated they are able to mobilize the Merritt Island vaccine site within 3 days of being notified vaccines are available; the Melbourne and Palm Bay sites would be available immediately upon notification.
- OMNI Healthcare has the capacity to administer 18,000 vaccine distributions per week.

Implementation of an agreement with OMNI Healthcare would be similar to comparable provisions in the current agreements with local hospitals and Caliburn, in that it would not be implemented until such time that the FDOH is receiving more vaccine that it can distribute within its weekly operations at the Viera vaccine site and the FDOH provides the additional vaccines to Brevard County for distribution.

It is recommended that prior to implementing either contract with OMNI Healthcare or Caliburn, vaccine distribution should be made equitably to local hospitals first (based on their capacity limitations), followed by participating municipalities as they have all agreed to provide all aspects of the vaccine administration (from scheduling to giving the shot) at no charge to the County, the recipient, or the any insurance company.

Clerk to the Board Instructions:

None



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

March 24, 2021

M E M O R A N D U M

TO: Steve Darling, Central Services Director

RE: Item J.1., OMNI Healthcare's Revised Proposal for COVID-19 Vaccine Administration in Brevard County

The Board of County Commissioners, in regular session on March 23, 2021, accepted the revised proposals as submitted by OMNI Healthcare; directed staff to draft a contract based on the proposal for COVID-19 vaccine administration in Brevard County; authorized the Chair to execute any resulting contract and contracted related documents upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/ds

cc: Public Safety Office
Emergency Management

AGREEMENT

COVID-19 VACCINE ADMINISTRATION

THIS AGREEMENT is made and entered into by and between the **BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS OF BREVARD COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "County," and **OMNI HEALTHCARE INC.**, a for profit corporation operated under the laws of Florida and registered to do business in the State of Florida, hereinafter referred to as "Entity."

RECITALS:

WHEREAS, in response to the COVID-19 pandemic, various vaccines have been (and will likely continue to be) approved by the United States Food and Drug Administration;

WHEREAS, the United States government, through the Department of Health and Human Services, is working to distribute the vaccine leveraging existing networks, processes and partnerships to make vaccines available across America as quickly and safely as possible;

WHEREAS, as circumstances change, assistance may be needed from local government in order to effectively and efficiently distribute vaccines;

WHEREAS, this Agreement only involves those vaccine doses distributed to the Department of Health in Brevard County (currently on a weekly basis) as directed by the State of Florida;

WHEREAS, the County has no control over the doses of vaccine and solely assisting the Department of Health in Brevard County (FDOHBC) in providing limited resources to expedite the administration of the vaccine to members of the public;

WHEREAS, the County will coordinate with the (FDOHBC) regarding the amount of vaccines it receives each week;

WHEREAS, FDOHBC is not a party to this Agreement and not bound by its terms;

WHEREAS, the Entity agrees not to charge individuals for receiving a vaccine which the Entity received under this Agreement;

WHEREAS, the Entity agrees not to bill the County or FDOHBC for any administrative fee or cost relating to vaccines distributed to the Entity or administered under this Agreement;

WHEREAS, the County has multiple 'agreements' with other entities to administer vaccines, similar to this Agreement, for which those entities are not charging fees or billing insurance,

etc., for vaccines received pursuant to this coordination agreement and the County intends, subject to the agreement of FDOHBC, to prioritize providing vaccines under those agreements;

WHEREAS, this assistance will be of great benefit to the health, safety and welfare of the public.

NOW THEREFORE, the County and the Entity covenant and agree that they have full power and authority to enter into this Agreement and bind their respective entities as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

SECTION 2. STATUTORY AUTHORITY. This Agreement shall be considered as being entered into in pursuant to Florida Statute 125.01 authorizing the County to exercise its power and authority to provide for the general health and welfare of its inhabitants.

SECTION 3. SCOPE OF WORK - REQUIREMENTS.

(A) County:

(1) The County will coordinate with FDOHBC, to the extent permitted by FDOHBC, regarding general vaccine administration to determine what resources the County can provide.

(2) The County and FDOHBC will coordinate regarding the number of doses received by FDOHBC at any given time.

(3) Once the County is provided notice, by FDOHBC, of the allotment of vaccines (currently they are allotted weekly) provided to the FDOHBC and the FDOHBC determines the Entity's services are required to assist with the administration of vaccines, the County will notify the Entity as soon as possible (but no less than 48 hours prior to the time Entity shall need to provide staff at the site location) of the number of vaccines and/or personnel Entity will be expected to provide. FDOHBC, in coordination with County, shall determine which sites provided by the Entity (per Section (B)(6) below), shall be activated and provided vaccines at any given time.

(4) The County does not in any way guarantee or assure the Entity that the Entity's services will be requested by FDOHBC nor that any COVID-19 vaccine doses made by a particular company will be provided. Any doses of vaccine provided to the Entity, will be provided at no cost to the Entity.

(5) The County reserves the right, in consultation with the FDOHBC, to lower the number of doses of vaccine provided to the Entity, should it be in the best interest of the public health, safety and welfare.

(6) Upon availability of vaccine and approval by FDOHBC, Entity employees will be provided an opportunity to receive COVID-19 immunizations at a mutually agreeable location.

(7) The County shall designate one individual as a point-of-contact to communicate with the Entity regarding the vaccine doses available for administration by the Entity, to arrange pick up of the vaccine and to address other issues that may arise under this Agreement. The County shall communicate the name and contact information (email and telephone number(s)) for the point-of-contact, if different than as provided under Section 9, to the Entity's point-of-contact under Section 9 within five business days of the full execution of this Agreement.

(8) The County agrees that should funding be provided to the County by the federal government or State of Florida, after execution of this Agreement, to assist in the funding of the cost of providing this vaccine program, it will share such finding with the Entity subject to any requirements imposed by the federal or state funding source and/or based upon an equitable distribution of the funding for all entities which participate in a similar agreement to administer vaccines. See also Section 4 below.

(B) Entity:

(1) The Entity agrees to provide all qualified staffing (to schedule vaccines for its sites, administer vaccines, security, etc.), supplies and facilities to pick up and administer vaccines as the doses are allotted to the Entity from the FDOHBC. Unless otherwise agreed to in writing between the parties, the Entity will be responsible for the scheduling of vaccine appointments at any vaccination site operated by the Entity as well as cancellation of appointments should that be necessary.

(2) The Entity shall identify each site at which it will administer vaccines and the number of vaccines to be administered at each site. As of the execution of this Agreement, the Entity agrees use best efforts to administer vaccines at the following site(s) and doses of vaccine per day:

The Entity is prepared to administer vaccines, immediately, upon notice to proceed at the following locations:

Omni Healthcare
6100 Minton Road
Palm Bay, FL 32907

1000 doses/day

Omni Healthcare

1344 S. Apollo Blvd
Suite 102
Melbourne, FL 32901

1000 doses/day

The Entity is prepared to administer vaccines, within 3 business days of notice to proceed, at the following location:

Omni Healthcare
255 Sykes Creek Parkway
Merritt Island, FL 32953

1000 doses/day

(3) The Entity will use best efforts to administer all doses of vaccine it receives for a given week during that week. The County or the FDOHBC reserves the right to reduce the number of vaccines provided to an Entity should the Entity fail to administer all vaccines allotted.

(4) The Entity shall follow any state directives regarding the targeted category of the population to receive the vaccine. Should the federal government, at some point in the future, take over this function determining the priority of the category of the population to receive the vaccine, the Entity shall follow such federal directives.

(5) At the end of each day for which the Entity was administering vaccines, the Entity shall input or upload all vaccine information for that day into the database, Florida Shots,

<https://www.flshotsusers.com/>

(6) At the end of each day for which the Entity administers vaccine doses, the Entity must report electronically by email to John Scott, Director, Brevard County, Emergency Management Operations – John.Scott@brevardfl.gov – the actual number of vaccines administered that day.

(7) The Entity shall designate one individual as a point-of-contact to communicate with the County regarding the vaccine doses available for administration by the Entity, to arrange pick up of the vaccine and to address other issues that may arise under this Agreement. The Entity shall communicate the name and contact information (email and telephone

number(s)) for the point-of-contact, if different than as provided under Section 9, to the County's point-of-contact under Section 9 within five business days of the full execution of this Agreement.

SECTION 4. COMPENSATION.

(A) With respect to individuals receiving the vaccine from the Entity using vaccine doses received under this Agreement, the Entity agrees it will not charge those individuals without insurance or individuals whose insurance requires the individual to pay a co-pay or deductible for the administration of the vaccine.

(B) The Entity agrees it will not charge the County or State of Florida/FDOHBC for the administration of vaccines it receives from FDOHBC under this Agreement.

(C) Nothing within this Agreement prohibits the Entity from seeking funding for administration of vaccines under this Agreement from other sources to include medical insurance (subject to provision of Section 4 (A) above), CARES Act funds, American Rescue Plan Act funds, Federal Emergency Management Agency Public Assistance reimbursement, Medicare and Medicaid.

(D) The County has no legal obligation to appropriate or set aside any funding for the Entity. This Agreement does not create a contractual right to any expenditure on behalf of, or reimbursement to, the Entity.

(E) The Entity understands that if the County receives funding in the future to assist in the cost of administering and distributing vaccinations, it will likely be audited both internally and by the state or federal government to evaluate the eligibility of expenditures; that if an expenditure made to or on behalf of the Entity is determined to be ineligible, the County may be required to reimburse or pay the state or federal government back for the ineligible expenditure; and that the Entity agrees to pay the County back to the extent that the state or federal government requires the County to reimburse the state or federal government for ineligible expenditures. The Entity shall remit such payment to the County within ninety calendar days, or as otherwise agreed to in writing between the parties, from the date the County notifies the Entity, in writing, that the state or federal government has demanded the return of funds expended by the County at the request of the Entity, subject to any applicable appeal of the state or federal government's eligibility determination.

(F) The County will not be responsible for any expenditure it agrees to make on behalf of the Entity, under Section 4(E), if it is disallowed by the state or federal government.

(G) The Entity will not receive funding from the County for any expense or cost for which the Entity received funds or was reimbursed by another source or for supplies or goods which the Entity received by donation to cover the cost of this vaccination program. Likewise, if the Entity receives funding from another source to pay for, or reimburse the Entity, for part or all of the Entity's expenses/costs for which the County previously provided funds to the Entity under this Agreement or other county program, the Entity shall reimburse the County for the amount of the funds for which it received duplicate funding.

(H) All decisions by the County for the expenditure of funds under this Agreement, are final and not subject to any grievance, appeal, or litigation administratively or otherwise by the Entity. All decisions are solely within the discretion of the County.

SECTION 5. RIGHT TO AUDIT.

(A) The Entity shall keep books, records, and accounts of all activities, related to this Agreement, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the County and shall be retained by the Entity for a period of five years after termination of this Agreement.

(B) No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Agreement shall be subject to copyright by Entity in the United States or any other country. All records, books and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. All records or documents created by the County or provided to Entity by the County in connection with activities or services provided by the Entity under the terms of this Agreement, are public records and the Entity agrees to comply with any request for such public records or documents made in accordance with section 119.07 Florida Statutes and as provided for in Section 6 below.

SECTION 6. PUBLIC RECORDS DISCLOSURES

(A) The Entity agrees and understands that Florida has broad public disclosure laws, and that any written communications with the Entity, to include emails, email addresses, a copy of this Agreement, and any supporting documentation related to this Agreement are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute.

Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. The Entity agrees to keep and maintain these public records for five years after the termination/end of this Agreement.

Upon a request for public records related to this Agreement, the Entity will forward any such request to the County. The County will respond to any public records request. Upon request, the Entity will provide access or electronic copies of any pertinent public records related to this Agreement to the County within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. Upon completion of the Agreement, Entity will transfer, at no cost, to the County, any public records in its possession.

IF THE ENTITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENTITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE COUNTY, JOHN SCOTT, JOHN.SCOTT@ BREVARDFL.GOV , BREVARD COUNTY EMERGENCY MANAGEMENT OFFICE, 1746 CEDAR STREET, ROCKLEDGE, FL 32955.

(B) The Entity agrees and acknowledges that the County will consider all documentation the Entity submits to support any payment of costs incurred by Entity in the administration of vaccines under this agreement will be subject to public records disclosure.

SECTION 7. ENTITY'S WARRANTIES/REPRESENTATIONS.

(A) The Entity represents that it is possessed with all requisite lawful authority to enter into this Agreement, and the individual executing this Agreement is possessed with the authority to so sign and bind the Agreement.

(B) The Entity shall indemnify and hold the County harmless for any claims or actions of any nature resulting from or arising out of its acts or omissions under this Agreement, including denial or rejection of any expenditure of funds (by the County on behalf of the Entity) by the state or United States Department of the Treasury or any other federal agency, office, or department.

SECTION 8. E-VERIFY.

(A) The Entity agrees as follows:

- (1) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Entity during the term of the Agreement; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement; and
- (3) to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the County consistent with the terms of the Entity's enrollment in the program. This includes maintaining a copy of proof of the Entity's and its subcontractors' enrollment in the E-Verify Program.
- (4) Compliance with the terms of this Section is made an express condition of this Agreement and the County may treat a failure to comply as a material breach of this Agreement.
- (5) The Entity, registered with and participating in the E-Verify program, may not be barred or penalized under this section if, as a result of receiving inaccurate verification information from the E verify program, the Entity hires or employs a person who is not eligible for employment.

(B) Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

SECTION 9. NOTICES.

All Notices required under this Agreement, and as not otherwise directed herein, shall be in writing and delivered to the parties by United States mail, hand delivery, express mail or electronic mail (email) as follows:

(A) Entity Representative:

Craig K. Deligdish, M.D., President
1344 S. Apollo Blvd., Suite 303
Melbourne, Florida 32901
deligdishc@omnihealthcare.com
(321) 727-3495

(B) County Representative:

John Scott, Director, Office of Emergency Management
Brevard County Board of County Commissioners
1746 Cedar Street
Rockledge, FL 32955
john.scott@brevardfl.gov
(321) 637-6670

SECTION 10. DEFAULT.

Either Party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

SECTION 11. SEVERABILITY

If any part of this Agreement is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

SECTION 12. EFFECTIVE DATE AND TERM.

The effective date of this Agreement shall be the date on which the last party to execute the Agreement, executes the Agreement.

SECTION 13. TERMINATION.

Either party to this Agreement can terminate this Agreement, with or without cause, by furnishing thirty days prior written notice as provided for in Section 9; however, the provisions of Section 3, 4, 5 and 6 survive any early termination of this Agreement.

SECTION 14. ATTORNEYS FEES.

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

SECTION 15. VENUE AND NON-JURY TRIAL.

Any legal action to enforce, interpret, or construe the terms of this Agreement, shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be a non-jury trial.

SECTION 16. COMPLIANCE WITH STATUTES.

It shall be each party's responsibility to be aware of and comply with all federal, state, and local laws.

SECTION 17. INDEPENDENT CONTRACTOR STATUS.

The County contracts for the services of the Entity as an independent contractor, and not as an employee. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between the Parties. Neither Party shall have the authority to enter into any Contract of any kind on behalf of the other, or to bind or obligate the other to any third party.

SECTION 18. ENTIRETY.

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Agreement unless such amendments are in writing and signed by both parties

In witness whereof, the parties hereto have set their hands and seals on the date and year written below.

OMNI HEALTHCARE, INC.



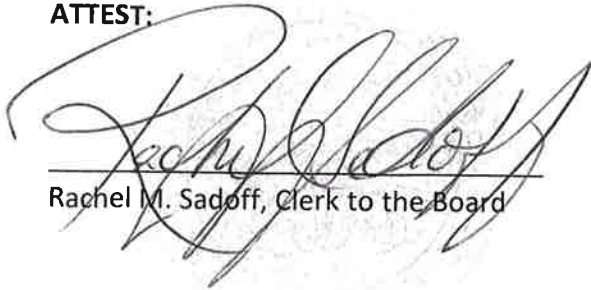
Dr. Craig Deligdish

Title: President

Date: 4/2/2021

Approved as to legal form and content:

ATTEST:



Rachel M. Sadoff, Clerk to the Board

**BOARD OF COUNTY COMMISSIONERS
BREVARD COUNTY, FLORIDA**



Rita Pritchett, Chair

Date: April 20, 2021

As approved by the Board on: 03/23/21

Approved as to legal form and content:



Assistant County Attorney

From: [Denninghoff, John P](#)
To: [Jason Steele; deligdishc@omnihealthcare.com](#)
Cc: [Abbate, Frank B; Bentley, Eden; Wallace, Matthew; Denninghoff, John P; Darling, Steven](#)
Subject: RE: Why does the county want OMNI to do vaccinations for free but is willing to pay Caliburn \$1.32 million-OMNI already has a central Brevard Vaccination Facility Capable of Vaccinating 1,000 per day that it has used for testing.-255 Sykes Creek Pkwy
Date: Monday, February 1, 2021 2:06:28 PM

Jason,

Upon receiving your email below, I inquired regarding the back ground associated with the situation. The response I have received is below. It conveys a very different and complete communication than the one I read below. If you have any questions please let me know.

Regards,

John Denninghoff

Response:

Frank and John, the original email below from Dr. Craig Deligdish (bottom of email chain) is inaccurate. It misrepresents the conversation that Dr. Deligdish and I had on Tuesday January 26. After being cut off by Dr. Deligdish regarding the legality of our contracts with the hospital, I was never able to even discuss the Caliburn Contract nor offer a similar contract with OMNI.

Dr. Deligdish had previously sent a letter to all our County Commissioners and Frank requesting that OMNI be considered as an alternative provider of the vaccine. In response to that letter, I called Dr. Deligdish to discuss the Department of Health and County's phased approach to administering the vaccine.

At the onset of the phone call, Dr. Deligdish was briefed that the County was assisting the Department of Health in coordinating with potential administrators of the vaccine. In any given week, the hospitals would not receive any vaccines to administer unless the Department of Health received a weekly distribution exceeding 6,000 vaccines. In case of excess, the excess number of vaccines would then be equitably distributed to the three hospital systems to administer. The hospitals all agreed that as members of the community they would provide all the staff and site infrastructure needed to administer vaccines provided by the Department of Health at no cost to the County, recipient or insurance company.

- 、 Dr. Deligdish then asked why would they agree to that when the Federal Government would pay for the vaccines. Why would the County not allow them to bill the Federal Government. I reiterated the language in the contract, that simply stated the hospitals would not charge the County, recipients or insurance companies for receiving the vaccine. At this time the conversation turned to the legality of our contracts with the hospitals. Dr. Deligdish was adamant that our contracts were not legal documents. I informed Dr. Deligdish that the contracts in question were developed and reviewed by our County Attorney's Office, to which Dr. Deligdish responded that he did not care if they reviewed the contracts, our County Attorney is not a Healthcare Attorney. I then informed him that all three

contracts with the hospitals were reviewed by the respective legal teams within the hospitals and there were no issues or concerns from their legal teams. Dr. Deligdish at that point asked that I send him a copy of the hospital contract so he could send it to his healthcare attorney, who would then send me a letter stating why the hospital contracts were not legally binding documents. I responded that I would forward the contract to him immediately following our phone call and looked forward to hearing back from him.

What I was not able to discuss with Dr. Deligdish was the Department of Health and County's phased approach to vaccine distribution. As stated in the BoCC Board Agenda item that Dr. Deligdish did acknowledge reviewing, it clearly states that once the Health Department is receiving more than 6,000 vaccines weekly, those vaccines in excess of 6,000 will be equitably distributed among the hospital systems, up to the daily maximum those hospitals can distribute. At maximum capacity, that would be an additional 12,500 vaccines administered weekly by the hospital systems. The Agenda item (as well as the article referenced in Dr. Deligdish's email below) clearly states that the County would not utilize the Caliburn contract until the Health Department began receiving over 18,500 vaccines weekly.

If OMNI is not interested in a similar contract to provide the vaccines at no charge to the County, recipients, or insurance companies, I would gladly receive a proposal from OMNI that outlines a cost per shot model. Prior to presenting the Caliburn contract to the County, John Scott and I spoke with several companies that were willing to administer the vaccines on behalf of the Department of Health and the County. After discussing sites and infrastructure and amounts of vaccines, Caliburn offered the most efficient response. Caliburn was also the only contractor willing to agree to a contract that did not have a minimum dollar amount guarantee nor a minimum amount of weekly vaccines (as the County has no guarantee from the State on weekly distributions). If OMNI were to provide a competitive proposal substantially similar to Caliburn's, the same language would be included; that the County would not utilize this contract until after the Department of Health and hospitals were given their maximum quantities, as they present the most efficient and economical method for vaccine administration given how vaccines are currently being distributed.

After my conversation with Dr. Deligdish, I spoke with John Scott. He has had conversations with multiple municipalities stating they would be interested in providing the vaccines to their residents at no cost if the Health Department began receiving more vaccine doses than it could distribute on a weekly basis. This information was shared with the Board of County Commissioners at their most recent meeting. Should the County and the municipalities execute interlocal agreements for vaccine administration, as we anticipate will happen, those municipalities sites would be given vaccines prior to engaging Caliburn, because they (as the hospitals) would be doing so at no cost to the County, recipients, or insurance companies.

During the call with Dr. Deligdish he was so focused on expressing his disagreement with the County's contracts with the Hospitals that he and I were unable to discuss any other vaccine administration options. He ended our call after stating he would have his healthcare attorney send a letter about the County's contracts with the hospitals. At no point did Dr. Deligdish ask about providing the County a proposal to perform these services. Contrary to Dr. Deligdish's statement below, the County does not want OMNI to do vaccines for free; simply put, the County will not pay

for a company to do vaccines when the County has agreements in place to do vaccines for free. If the Department of Health gets to a point where they are receiving more vaccines than it, the hospitals, and municipalities can administer in a week, only at that point would the County begin to pay for vaccine administration via the Contract with Caliburn, or any other vaccine contract that involves payment for services. This was done to assure we have the capacity to put "shots in arms" for all vaccine that becomes available. The County was told by the Florida Division of Emergency Management that's an important criteria in determining how much vaccine the Department of Health will receive.

Please let me know if you have any questions regarding the actual conversation that took place between myself and Dr. Deligdish.

Steven A. Darling, Jr.,
Central Services Director
Brevard County Board of County Commissioners
2725 Judge Fran Jamieson Way
Bldg C Suite C303
Viera, FL 32940
O: 321-617-7390
C: 321-616-5201

From: Jason Steele <jason@smithlawtlh.com>

Sent: Monday, February 01, 2021 5:41 AM

To: deligdishc@omnihealthcare.com

Cc: Denninghoff, John P <John.Denninghoff@brevardfl.gov>; Denninghoff, John P <John.Denninghoff@brevardfl.gov>

Subject: Re: Why does the county want OMNI to do vaccinations for free but is willing to pay Caliburn \$1.32 million-OMNI already has a central Brevard Vaccination Facility Capable of Vaccinating 1,000 per day that it has used for testing.-255 Sykes Creek Pkwy

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

That is a very good question , I will ask Assistant County Manager John Denninghoff. John could you please respond or point me in right direction?

I would imagine we could put in bid to do the same thing or the county should at least go out for bid.
My best, Jason

JASON STEELE
SMITH & ASSOCIATES
DIRECTOR OF GOVERNMENT RELATIONS

**" Do not ever let failure deter you from your dreams,
LET IT FUEL THEM "**

709 S Harbour City Blvd

Ste.540

Melbourne, Florida 32901

Telephone: 321-676-5555

Cell: 321-258-8993

Facsimile: 321-676-5558

On Jan 31, 2021, at 7:03 PM, deligdishc@omnihealthcare.com wrote:

Why does the county want OMNI to do vaccinations for free but is willing to pay Caliburn \$1.32 million-OMNI already has a central Brevard Vaccination Facility Capable of Vaccinating 1,000 per day that it has used for testing.-255 Sykes Creek Pkwy

<https://www.floridatoday.com/story/news/local/2021/01/21/brevard-plan-would-add-five-hospital-run-covid-19-vaccination-sites/4243064001/>



March 10, 2021

Steven A. Darling, Jr.
Central Services Director
Brevard County
2725 Judge Fran Jamieson Way, Bldg. C Suite C303
Viera, FL 32940

RE: Supporting Brevard County as a designated COVID-19 vaccination provider

Dear Mr. Darling,

On behalf of OMNI Healthcare, Inc. (OMNI Healthcare), I am pleased to submit this revised proposal replacing the proposal dated March 05, 2021 to partner with Brevard County as a designated COVID-19 vaccination provider. OMNI Healthcare is confident in its ability to assist the County in this important endeavor and to ensure high risk, underserved, and vulnerable populations and, more broadly, all residents of Brevard County have access to COVID-19 vaccinations.

OMNI HEALTHCARE BACKGROUND

Formed in Brevard County in 1994, OMNI Healthcare is a primary care focused, multi-specialty physician group representing healthcare providers in the specialties of internal medicine, radiology, pediatrics, family practice, and surgery. OMNI provides quality healthcare at locations in Melbourne, Suntree/Viera, Palm Bay, Merritt Island, Titusville, West Melbourne, and the Beaches. On behalf of Brevard County residents, OMNI Healthcare has been on the forefront in the battle against COVID-19.

Experience Securing and Distributing COVID-19 Vaccines

Since COVID-19 vaccines have been available to the State of Florida, OMNI Healthcare has worked diligently to secure vaccines for residents of Brevard County. In January, OMNI Healthcare received 2,000 doses of the Moderna vaccine from the Florida Department of Emergency Management and the Department of Health and administered these doses in just over two days at OMNI's Vaccine Administration Center in Melbourne to health care providers with direct patient contact and seniors, including many over the age of 90, veterans, holocaust survivors and patients with disabilities. All patients made appointments by telephone and promptly received their evaluation and dose of vaccine during their scheduled appointment.

Based on vaccine supply tentative commitments from the State of Florida, OMNI Healthcare proceeded with scheduling more than 20,000 appointments for additional patients to receive vaccines. Many of these patients are seniors who OMNI Healthcare is committed to ensuring don't fall through the cracks as vaccine eligibility criteria is expanded.

OMNI Healthcare is also in daily communication with, and stands ready to serve, large employers who provide essential services in our county for the purpose of vaccinating their employees.



Leaders in COVID-19 Testing

Since the onset of the COVID-19 pandemic, OMNI Healthcare was among the first providers in Brevard County to stand up large-scale COVID-19 testing. It continues to lead in COVID-19 antigen, molecular, and antibody testing. OMNI Healthcare has provided more than 50,000 Coronavirus tests to residents of Central Florida and provided testing seven days per week during periods of intense demand in 2020. At no time did OMNI Healthcare encounter any supply chain challenges that it could not overcome, and with rare exceptions, was able to provide results to patients within 24-48 hours of the receipt of the test in the laboratory. All patients who received these tests were scheduled by telephone and at no time did patients wait more than ten minutes at OMNI Healthcare's mobile testing locations in Brevard County.

Long before others, OMNI Healthcare made these tests available to first responders and any Brevard County resident wishing to be tested, including employees at Publix, members of the Brevard County Sheriff's Department, the Florida Department of Law Enforcement, the Brevard County Fire Department, and local police departments. OMNI Healthcare contracted with several large employers and provided tests to employees at L3 Harris, DRS and other companies who provide essential services. OMNI Healthcare has provided rapid testing using the Abbott ID NOW platform, RT-PCR nasopharyngeal tests, rapid antigen tests, rapid antibody tests, and antibody tests using ELISA technology. OMNI Healthcare has also participated in numerous clinical trials with companies such as Abbott and BD Biosensor, allowing these tests to receive Emergency Use Authorization from the Food and Drug Administration.

OBJECTIVE

OMNI Healthcare is prepared to serve as a designated COVID-19 vaccination provider for Brevard County residents. As Brevard County works with the State of Florida and Brevard County Department of Health to allocate vaccines received, OMNI Healthcare is prepared to serve as a partner in administering vaccinations as needed, ensuring efficient use of the County's vaccine stock as supply grows.

SCOPE AND APPROACH

In its role administering vaccinations, OMNI Healthcare will directly deliver shots to patients, provide medical oversight, and track and report on patient outcomes. OMNI Healthcare has the capacity to provide 3,000 vaccines a day and 18,000 a week in Brevard County. Each proposed location has the capacity to administer 1,000 vaccines per day, 6 days a week.

OMNI Healthcare proposes initially administering vaccinations at the following three (3) locations:

- 6100 Minton Road, Palm Bay, Florida 32907
- 1344 S. Apollo Blvd., Suite 102, Melbourne, Florida 32901
- 255 Sykes Creek Parkway, Merritt Island, Florida 32953

OMNI Healthcare is prepared to administer vaccine doses immediately upon notice to proceed at its Melbourne and Palm Bay locations. The Merritt Island location requires 72 hours, or three (3) business days, from notice until it would be operational to administer vaccines.

OMNI Healthcare has the ability to schedule appointments independently at its Melbourne and Palm Bay locations. Patients have the flexibility of scheduling vaccine appointments electronically through OMNI Healthcare's portal or via telephone to ensure access for the less digitally literate. It would seek assistance from the Florida Department of Health to schedule recipients at its Merritt Island location.

Steven A. Darling, Jr.
Brevard County
March 10, 2021 | Page

OMNI Healthcare already has a waiting list of 20,000 eligible patients scheduled for vaccine appointments who it cannot serve due to a lack of vaccine supply.

OMNI Healthcare is capable of and committed to working with Brevard County to expand the scale and speed of its COVID-19 mass vaccination program and can support the County as needed in this effort, including to ensure high risk, underserved, and vulnerable populations are identified and effectively served.

FEES

OMNI Healthcare will not charge Brevard County to administer vaccine at any of its locations. OMNI Healthcare will seek funding to support vaccine administration from a variety of non-County sources that may include medical insurance, CARES Act or the anticipated American Rescue Plan funding, and Federal Emergency Management Agency Public Assistance reimbursement. OMNI Healthcare may seek administrative assistance in submitting applications from these federal sources, including the CARES Act, American Rescue Plan, and FEMA Public Assistance.

OMNI Healthcare will not charge patients without insurance and will not charge patients with insurance co-pays or deductibles for administration of the vaccine.

It is understood that any vaccines distributed to OMNI Healthcare would be provided to it at no cost.

OMNI Healthcare appreciates the opportunity to submit this proposal to support Brevard County. If you have any questions or comments, please do not hesitate to reach out to me directly at (321) 223-3196 or deligdishc@omnihealthcare.com. We look forward to further discussion and the opportunity to serve Brevard County.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Deligdish', with a long horizontal flourish extending to the right.

Craig Deligdish, MD