



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Support Services Group

J.4.

4/6/2021

Subject:

MedFast Urgent Care Centers Proposal for COVID-19 Vaccine Administration in Brevard County

Fiscal Impact:

Per MedFast's proposal - There would be no cost to the County, MedFast would seek funding support from a variety of non-County sources, including medical insurance and CARES Act.

Dept/Office:

Central Services

Requested Action:

It is requested that the Board of County Commissioners:

- Review the attached proposal from MedFast related to vaccine administration within Brevard County; relative to the proposal:
 - o Accept the proposal as submitted by MedFast and direct staff to draft a contract based on the proposal; and
 - o 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:

During the regular Board Meeting on March 23, 2021, the Board discussed bringing on other medical providers that would provide the greatest possible capacity for the vaccine to be administered within Brevard County.

On Monday March 29, 2021 Staff received the attached proposal from MedFast to participate in administering the COVID-19 vaccine in Brevard County. The proposal received from MedFast did not state how many locations MedFast would administer the vaccine at nor the capacity of vaccines MedFast could distribute in a given week.

MedFast's proposal states the following:

- MedFast will not charge the County for any vaccines administered
- MedFast will not charge patients without insurance and will not charge patients with insurance co-pays or deductibles for administration of the vaccine
- MedFast will seek funding to support vaccine administration from a variety of non-County sources that may include:
 - o Medical insurance
 - o CARES Act

The County currently has the capacity to administer over 45,000 vaccines per week at the following locations, through existing and pending contracts:

- Florida Department of Health Brevard County (FDOHBC) - 8,000 vaccines per week at single site in Viera
- Participating Municipalities in Brevard County - 2,500 vaccines per week at multiple sites (contracts executed)
- Hospital Systems within Brevard County - 12,500 vaccines per week at multiple sites (contracts executed)
- Caliburn (Pay Per Shot)- 5,000 vaccines per week at 1 site (contract executed)
- OMNI Healthcare - 18,000 vaccines per week at 3 sites total (contract pending)

Implementation of an agreement with MedFast would be similar to comparable provisions in the OMNI Healthcare agreement currently being negotiated, in that it would not be implemented until such time that the FDOHBC is receiving more vaccine than it can distribute within its weekly operations at the Viera vaccine site and the FDOHBC approves distribution of the additional vaccines to Brevard County BoCC for distribution.

It is recommended that prior to implementing either contract with MedFast, OMNI Healthcare, or Caliburn, vaccine distribution should be made equitably to local participating municipalities, and local hospital systems (based on their capacity limitations) 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 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

April 7, 2021

M E M O R A N D U M

TO: Steve Darling, Central Services Director

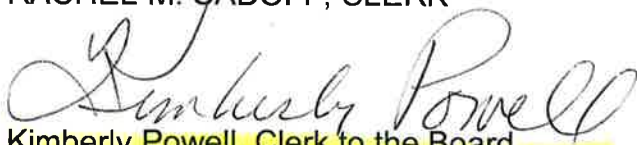
RE: Item J.4., COVID-19 Vaccine Administration in Brevard County

The Board of County Commissioners, in regular session on April 6, 2021, authorized that prior to implementing any contract or future agreements with OMNI Healthcare, MedFast, Caliburn, or any other private entity for vaccine distribution, that the vaccine be made equitable to local participating municipalities and local hospital systems, since they have all agreed to provide the vaccine administration, from scheduling, to giving the vaccine at zero charge to the County, the recipient, or any insurance company.

Your continued cooperation is greatly appreciated.

Sincerely yours,

**BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK**


Kimberly Powell, Clerk to the Board

/ds

cc: Each Commissioner
County Manager
County Attorney
Public Safety Office
Emergency Management



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

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April 7, 2021

M E M O R A N D U M

TO: Steve Darling, Central Services Director

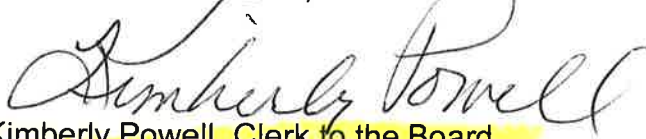
RE: Item J.4., MedFast Urgent Care Centers Proposal for COVID-19 Vaccine Administration in Brevard County

The Board of County Commissioners, in regular session on April 6, 2021, reviewed and accepted the proposal from MedFast for vaccine administration within Brevard County; accepted the proposal as submitted by MedFast; directed staff to draft a contract based on the proposal; and authorized 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.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


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 **MEDFAST URGENT CARE CENTERS, LLC**, 390 North Courtenay Parkway, Merritt Island, FL 32953, a limited liability corporation organized under Florida Statute Chapter 605, 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:

See Attachment "A" – 12 locations - capable of administering 50 vaccines/day at each location

(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:
Jo Cerepani
Medfast Urgent Care
490 Centre Lake Drive NE, Suite 200
Palm Bay, FL 32907
jcerepani@medfastcare.com
(321) 821-4950, ext. 406

(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.

MEDFAST URGENT CARE CENTERS, LLC



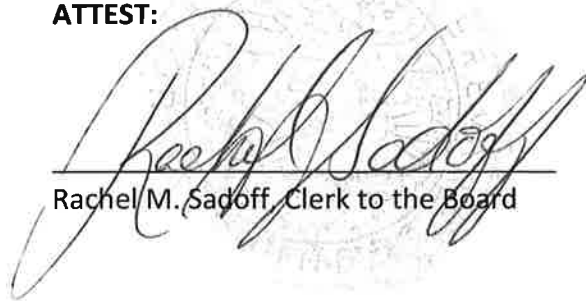
Dr. David T. Williams, D.O., FAAEM,

Title: Manager

Date: 4-9-2021

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: 4/15/21

As approved by the Board on: 04/6/21

Approved as to legal form and content:

Assistant County Attorney

ATTACHMENT "A"

Cocoa Beach

Medfast Urgent Care Center
275 W. Cocoa Beach Cswy.
Cocoa Beach, FL 32931
(321) 799-7777

Rockledge

Medfast Urgent Care Center
1400 Rockledge Blvd/Route US 1
Rockledge, FL 32955
(321) 735-8960

Merritt Island

Medfast Urgent Care Center
390 Courtenay Parkway
Merritt Island, FL 32953
(321) 633-3162

Port St. John

Medfast Urgent Care Center
5005 Port St. John Pkwy
Port St. John, FL 32927
Phone : 321-633-8620

Palm Bay

Medfast Urgent Care Center
490 Centre Lake Drive NE, Suite 200
Palm Bay, FL 32907
(321) 821-4950

Melbourne

Medfast Urgent Care Center
206 East New Haven Avenue
Melbourne, FL 32901
(321) 633-3728

Medfast Urgent Care Center
7925 North Wickham Rd, Suite A
Melbourne, FL 32940

(Suntree)
(321) 751-7222

Medfast Urgent Care Center
1532 N Harbor City Blvd.
Melbourne, FL 32935
321-409-9409

Medfast Urgent Care Center
2113 Sarno Road
Melbourne, FL 32935
321-676-0558

Medfast Urgent Care Center
5500 Stadium Pkwy Suite 100
Melbourne, FL 32940
(Viera)
321-306-5510

Titusville

Medfast Urgent Care Center
3045 Columbia Blvd, Suite A108
Titusville, FL 32780
(321) 268-6822

Medfast Urgent Care Center
1840 S Washington Ave
Titusville, FL 32780
321-360-5577

Deborah Thomas

From: Deborah Thomas
Sent: Monday, April 26, 2021 11:15 AM
To: Wilson, Shannon L
Subject: MEDFAST URGENT CARE
Attachments: 2736_001.pdf

Shannon:

Per your request, attached, please find a copy of the Medfast Urgent Care Agreement.

I inserted the date of April 15, 2021 as this was the Zoning date.

If you have any questions, feel free to contact me.

Thank you.

Deborah Thomas
Administrative Assistant
Clerk to the Board
400 South Street, 2nd Fl.
Titusville, Florida 32780
(321)637-2001

From: Wilson, Shannon L <Shannon.Wilson@brevardfl.gov>
Sent: Monday, April 26, 2021 9:16 AM
To: Deborah Thomas <deborah.thomas@brevardclerk.us>
Subject: RE: MEDFAST URGENT CARE

Deborah,

The date should be the date the Chair signed it...which I should have been last Thursday night...after the Zoning meeting. Eden brought it to that meeting for the Chair to sign.

I only need a scanned copy since the Clerk keeps the original.

So once you insert the date, please for me a copy of that agreement.

Thank you.

Shannon L. Wilson
Brevard County Board of County Commissioners
County Attorneys' Office
2725 Judge Fran Jamieson Way

Bldg C
Viera, FL 32940
(321) 633-2090

From: Deborah Thomas <deborah.thomas@brevardclerk.us>
Sent: Thursday, April 22, 2021 12:59 PM
To: Wilson, Shannon L <Shannon.Wilson@brevardfl.gov>
Subject: MEDFAST URGENT CARE

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

Good afternoon:

Attached, please find a signed copy of Medfast Urgent Care Agreement.

There is no date under the Chair signature.

What date do you want there?

And, will someone be picking up?

Please advise.

Thanks.

Deborah Thomas
Administrative Assistant
Clerk to the Board
400 South Street, 2nd Fl.
Titusville, Florida 32780
(321)637-2001

Under Florida law, all correspondence sent to the Clerk's Office, which is not exempt or confidential pursuant to Chapter 119 of the Florida Statutes, is public record. If you do not want the public record

Wilson, Shannon L

From: Wilson, Shannon L
Sent: Wednesday, April 14, 2021 10:55 AM
To: deborah.thomas@brevardclerk.us; Donna Scott
Cc: Bentley, Eden; Abbate, Frank B; Kimberly Powell; Smith, Nathan; Wallace, Matthew; Scott, John; Bayne, Jessica
Subject: RE: Agreements for the Chair's signature - OMNI and Medfast vaccination administration Agts

Deborah, Donna,

Update - we may only have the OMNI agreement for the Chair to sign tomorrow night.

Medfast was to have delivered the signed agreement yesterday afternoon. I followed up this morning since I had not received anything.

Turns out the 'deliverer' had a foot injury and the agreement was mailed. Hopefully we will get it by tomorrow.

Shannon L. Wilson
Brevard County Board of County Commissioners
County Attorneys' Office
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
(321) 633-2090

From: Wilson, Shannon L
Sent: Tuesday, April 13, 2021 11:31 AM
To: 'deborah.thomas@brevardclerk.us' <deborah.thomas@brevardclerk.us>; Donna Scott <donna.scott@brevardclerk.us>
Cc: Bentley, Eden <Eden.Bentley@brevardfl.gov>; Abbate, Frank B <Frank.Abbate@brevardfl.gov>; Kimberly Powell <Kimberly.Powell@brevardclerk.us>; Smith, Nathan <Nathan.Smith@brevardfl.gov>; Wallace, Matthew <Matthew.Wallace@brevardfl.gov>; Scott, John <john.scott@brevardfl.gov>
Subject: Agreements for the Chair's signature - OMNI and Medfast vaccination administration Agts

Deborah, Donna,

Eden will be bringing 2 agreements to you at this Thursday's, 4/15/21, BoCC Zoning Meeting, for the Chair's signature. These are the agreements that provide for the County (assisting FDOH in Brevard County) to coordinate with other entities capable of administering vaccines when FDOH receives more vaccine doses in its weekly allotment than it is capable of administering in a given week.

The Board approved the OMNI agreement at the 3/23/21 BoCC meeting, Item J.1.

The Board approved the Medfast agreement at the 4/6/21 BoCC meeting, Item J.4.

Once the Chair's signature is attested by the Clerk, please email me a fully executed copy and I will forward to OMNI's attorney and Medfast.

Please let me know if you have any questions.

Thank you.

Shannon L. Wilson
Brevard County Board of County Commissioners
County Attorneys' Office
2725 Judge Fran Jamieson Way
Bldg C
Viera, FL 32940
(321) 633-2090

4/20/21

Please see email -
the Medfast agreement
was finally received.

Please have Chair
execute + scan +
send me executed
agreement.

Shannon Wilson



March 26, 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 MedFast Urgent Care Centers, LLC (MFUCC) we welcome the opportunity to submit an alternative proposal to partner with Brevard County as a designated SARS-COV2 (COVID-19) Vaccination provider. As a community focused organization MFUCC is confident that we can assist Brevard County leadership with the distribution and administration of the Covid Vaccines. As the leading urgent care association in Brevard County we are strategically positioned to serve the entire community. Our 12 locations are geographically within a 10 mile radius of each other.

MedFast Urgent Care was established in Brevard County in 2007 with a vision to provide efficient, quality and cost effective healthcare to the community. MedFast has been dedicated to helping the community even before the pandemic. Our primary focus has always been to keep the community safe and healthy while delivering quality care. During the pandemic our physicians and staff have been on the front lines combatting the virus since inception maintaining our vow to keeping Brevard County safe. We have currently tested over 200,000 patients for COVID-19 through PCR and Rapid Antigen tests. We started this process in March 2020 and are still currently testing at all locations.

MedFast will not charge Brevard County to administer vaccines at any of its locations. MedFast will seek funding to support vaccine administration from a variety of non-County sources that may include medical insurance or the CARES Act. MedFast will not charge patients without insurance and will not charge patients with insurance co-pays or deductible for administration of the vaccine.

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

MedFast appreciates the opportunity to submit this proposal to support Brevard County. If you have any questions or concerns, please do not hesitate to reach out to me directly at (321)633-6439 or awhitlock@medfastcare.com.