



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Unfinished Business

I.2.

1/26/2021

Subject:

Expansion of Vaccination Operations in Brevard County

Fiscal Impact:

Not to Exceed two million dollars (as previously authorized by the Board)

Dept/Office:

County Manager's Office

Requested Action:

It is requested the Board of County Commissioners:

- Review the proposed agreements with local hospitals systems
- Review the proposed agreement with Caliburn Company (Comprehensive Health Services)
- Authorize the County Manager to execute all agreements upon review and approval by the County Attorney's Office, Risk Management and Purchasing Services

Summary Explanation and Background:

On January 12, 2021 the Board authorized the County Manager's Office, Public Safety and Purchasing Services to reach out to known vendors who have the capability to provide vaccination administration and discuss potential agreements to increase the capacity in which the County could distribute the COVID-19 Vaccine as quickly and efficiently as possible.

As the Florida Department of Emergency Management has stated, Counties are encouraged to establish systems to increase vaccination distribution capacity. Based on this and Board approval to find vendors capable of supporting the vaccination effort, County staff have been in discussions with hospital systems located within Brevard County. These discussions have focused on a strategy to administer the COVID-19 vaccine at multiple locations within Brevard County as quickly and efficiently as possible.

Health First, Rockledge Regional Medical Center (Steward Family Hospital), and Parrish Medical Center have all agreed to partner with the County and the Brevard County Health Department to administer the COVID-19 vaccination throughout Brevard County at no cost to the County, recipients, or insurance companies.

The County Attorney's Office is currently working through agreement language with each hospital that outlines distribution of the vaccine to the hospitals and their vaccination sites for administration.

The Department of Health is currently able to distribute 6,000 vaccines per week. All quantities of vaccines received by the Health Department above an initial 6,000 will be distributed to the hospitals equitably up to the maximum number they are able to administer daily.

- Health First, with two sites located in Central and South Brevard County ;
- Parrish Medical Center with a single site located in North Brevard County;
- Rockledge Regional Medical Center with two sites located in Central and South Brevard County.

Through partnerships with each of these hospitals, Brevard County will have the capability to vaccinate an additional 12,500 individuals weekly. Paired with the Department of Health, Brevard County will be able to vaccinate 18,500 individuals weekly, depending on vaccine supplies from the State. As the previous Agenda item stated, this program will target the same age risk population until guidance from the State changes to expand vaccination eligible populations.

While all three hospitals are willing to provide this service to the community without charging the County, recipients, or insurance companies, they have all asked that the Commission consider a future reimbursement of some of their related expenses, should the County receive any additional Federal Relief Funds.

County Staff have also discussed a mass vaccination site with a contractor, Caliburn. Should the County begin to regularly receive more than 18,500 vaccines on a weekly basis, the County and Contractor are able to (within 5 days) stand up another mass vaccination site in the Central part of the County that would be able to vaccinate an additional 5,000 people per week, with the ability to increase as supply allows. This contract, valued at \$1,320,000 would be funded through use of the previously authorized Public Safety Funds approved by the Board on January 12, 2021 (Agenda Item J.1). This contract will contain language that would allow for contract execution upon review by the County Attorney's Office, Risk Management, and Purchasing Services, but would not be enacted until such a time the County is regularly receiving weekly vaccine distribution from the state over the previously discussed 18,500 vaccines.

Clerk to the Board Instructions:

None



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Telephone: (321) 637-2001

Fax: (321) 264-6972

Kimberly.Powell@brevardclerk.us

January 27, 2021

M E M O R A N D U M

TO: Frank Abbate, County Manager

RE: Item I.2., Expansion of Vaccination Operations in Brevard County

The Board of County Commissioners, in regular session on January 26, 2021, reviewed the proposed agreements with local hospitals systems; reviewed the proposed agreement with Caliburn Company (Comprehensive Health Services); and authorized the County Manager, to execute all agreements 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, Deputy Clerk

/ds

cc: Public Safety Director

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME ZONKA, KRISTINE		NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE BREVARD COUNTY COMMISSION	
MAILING ADDRESS 490 CENTRE LAKE DRIVE #175		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY PALM BAY, FL	COUNTY	<input type="checkbox"/> CITY <input checked="" type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED 1/26/21		NAME OF POLITICAL SUBDIVISION BREVARD COUNTY	
		MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; and

CLERK * WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, KRISTINE ZONKA, hereby disclose that on JANUARY 20, 20 21:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☐ inured to the special gain or loss of _____, by whom I am retained; or
- ☒ inured to the special gain or loss of HEALTH FIRST, INC, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

ITEM 12 ON THE AGENDA ADDRESSES COVID-19 DISTRIBUTION AND CONTRACTS FOR VARIOUS HOSPITALS INCLUDING HEALTH FIRST TO PROVIDE COVID 19 VACCINATIONS AND PROVIDES PAYMENT FOR THE SERVICE. HEALTH FIRST IS THE PARENT COMPANY OF MY EMPLOYER, HEALTH FIRST MEDICAL GROUP, LLC.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

1/26/21
Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

*Draft
per 2/1/21*

CONTRACT
COVID-19 VACCINE DISTRIBUTION

THIS CONTRACT 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 COMPREHENSIVE HEALTH SERVICES, LLC, a for profit limited liability company organized under the Laws of Delaware and registered to do business in the State of Florida, hereinafter referred to as "Contractor."

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, the County will coordinate with the State of Florida, Department of Health in Brevard County (Brevard County Department of Health) regarding the amount of vaccines it receives each week;

WHEREAS, the Contractor agrees not to charge an individual for receiving a vaccine and not to bill any insurance company for such vaccine;

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

NOW THEREFORE, the County and the Contractor covenant and agree that they have full power and authority to enter into this Contract 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 Contract.

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 the Department of Health (DOH) in Brevard County for vaccine administration.
- (2) The County will schedule all initial vaccine appointments in coordination with DOH.
- (3) Once the County is provided notice of its weekly allotment of vaccines from the DOH, it will notify the Contractor as soon as possible, but no less than 48 hours prior to the time Contractor shall provide staff at the site location, if the Contractor's services are required to assist with the administration of vaccines, to include the number of vaccines and/or personnel Contractor will be expected to provide.
- (4) The County will provide the site(s) for the drive-through vaccine locations which will accommodate up to 8 drive through lines for vaccine administration.
- (5) The County will provide security for each site. The County has the sole discretion to determine the security needs at each site.
- (6) The County will provide the vaccine and needles.
- (7) The County will provide additional equipment as indicated to be provided by "Brevard EOC" in Attachment "A" and which is fully incorporated herein.
- (8) The County does not in any way guarantee or assure the Contractor that the Contractor's services will be requested.
- (9) The County reserves the right, in consultation with the DOH, to lower the number of doses of vaccine provided to a Contractor, should it be in the best interest of the public health, safety and welfare.
- (10) Upon availability and approval by DOH, Contractor employees will be provided an opportunity to receive The County will provide COVID-19 immunizations to Contractor employees on at a mutually agreeable location.

Commented [PM1]: No objection to this change.

Commented [DK2]: We are under the assumption Attachment A is the latest draft of the BOM.

Commented [DS3R2]: Yes, the latest draft we received would be incorporated.

Commented [DK4]: Added per discussion with Marybeth.

Commented [DS5R4]: I am not sure that the County can agree to this. This would be based on supply and agreeance from DOH.

Commented [PM6R4]: The County does not have the authority to agree to this term, but we can ask DOH. See revisions.

Commented [DK7]: We are under the assumption Attachment B is the agreed upon Pricing.

Commented [DS8R7]: Yes, the Attachment B would be the agreed upon pricing with no guarantee of minimum, total compensation would be based on shots given (supply from state).

(B) Contractor:

- (1) For each site, the Contractor agrees to provide all qualified staffing (to administer vaccines, monitor the persons who are vaccinated for the appropriate period of time, schedule the follow-up visit for the second dose and any other tasks indicated herein) in accordance with Attachment "B" and which is fully incorporated herein.

(2) For each site, the Contractor agrees to provide all equipment which is indicated as being provided by "CHS Medical" in Attachment "A" and which is fully incorporated herein.

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

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

(4) At the end of each day for which the Contractor administers vaccine doses, the Contractor 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.

(5) The Contractor shall provide staff in accordance with Exhibit "B" and supplies in accordance with Exhibit "A" as needed up to five days a week (Monday through Friday) and be able to provide up to 1000 shots/vaccines a day and up to 5000 shots/vaccines per week.

(6) The Contractor shall be prepared to mobilize to a vaccine site provided by the County within 5 days of execution of this Contract.

SECTION 4. COMPENSATION.

(A) The County agrees to pay Contractor \$22.00 per shot administered.

(B) Contractor may submit invoices to the County either bi-weekly or monthly, but at a frequency not greater than twice a month or less than once a month.

Each invoice shall contain an invoice number, invoice date, dates of the invoice period, a description of services provided, the price of each service provided, and a total price of the services rendered during the invoice period. Invoices shall include relevant backup documents to support the delivery of the services.

The invoice and associated backup documentation shall be submitted to the following:

Company Name

Attn: Client Payables Clerk

Client Address

Client City, State, Zip Code

E-Mail of Payables Clerk

E-mail is the preferred delivery method for invoicing to the client. Electronic Funds Transfer (EFT) is the acceptable method for receipt of payment to CHS Accounting Department. If a credit is requested by the client, and is subsequently approved by CHS management, then the preferred method of credit application will be to issue the credit on the next invoice. If these methods are impractical, the client may request, in writing, alternative methods to CHS.

Commented [PM9]: We need to contact County Finance to determine if they can do an EFT.

Contractor shall cooperate with the County to provide all necessary supporting documentation for the invoices upon request.

Commented [PM10]: This language needs to remain in the contract. We do not know what the scope of any future audit may be and need assurances that the contractor will cooperate in providing any additional documentation requested.

- (C) Upon receipt of invoice, payment ~~Payment~~ will be made to the Contractor within 30 days of receipt of invoice by County Finance according to ~~their~~ accordance with the Florida Prompt Payment Act and Brevard County Administrative Order AO-33, (copy available upon request) and the Florida Prompt Payment Act. Compensation for services shall remain firm for the initial term of this contract.

Commented [PM11]: Under the Prompt Payment Act, payment is required within 45 days of receipt of invoice.

SECTION 5. RIGHT TO AUDIT.

(A) The Contractor shall keep books, records, and accounts of all activities, related to this Contract, in compliance with generally accepted accounting procedures. Books, records and accounts related to the performance of this Contract 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 Contract.

(B) No reports, data, programs or other materials produced, in whole or in part for the benefit and use of the County, under this Contract shall be subject to copyright by Contractor in the United States or any other country. All records, books and accounts related to the performance of this Contract 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 Contractor by the County in connection with activities or services provided by the Contractor under the terms of this Contract, are public records and the Contractor 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 Contractor agrees and understands that Florida has broad public disclosure laws, and that any written communications with the Contractor, to include emails, email

addresses, a copy of this Contract, and any supporting documentation related to this Contract 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 Contractor agrees to keep and maintain these public records for five years after the termination/end of this Contract.

Upon a request for public records related to this Contract, the Contractor will forward any such request to the County. The County will respond to any public records request. Upon request, the Contractor will provide access or electronic copies of any pertinent public records related to this Contract 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 Contract, 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 Contractor agrees and acknowledges that the County will consider all documentation the Contractor submits to support any payment of costs incurred by Contractor in the administration of vaccines under this agreement will be subject to public records disclosure.

SECTION 7. ENTITY'S WARRANTIES/REPRESENTATIONS.

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

SECTION 8. INSURANCE AND INDEMNIFICATION.

(A) **INSURANCE:** Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract, the following insurance covering Contractor

and its staff/employees:

Professional Liability Insurance: Professional Liability Insurance with a minimum of one million dollars (\$1,000,000.00) per claim.

General Liability Insurance: General Liability insurance with one million dollars (\$1,000,000.00) combined single limit for each occurrence to include the following coverage: operations, personal injury, contractual liability covering this Contract, and Errors & Omission.

Workers' Compensation and Employers Liability Insurance: Workers' Compensation insurance as required in the State of Florida, and Employer's Liability. The Contractor shall require any subcontractor to provide evidence of this coverage. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

Insurance Certificates: The Contractor shall provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The certificate(s) of insurance (COI), except for professional liability, shall indicate that the policies have been endorsed to name the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable). ~~and that these policies may not be Contractor shall provide County with canceled or modified without thirty (30) days prior written notice to the County of policy modification or cancellation.~~ All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida. The insurance coverage listed above constitutes the minimum requirements and shall in no way lessen or limit the liability of Contractor under the terms of this Contract. Subcontractor's insurance shall be the responsibility of the Contractor.

Commented [PM12]: As an additional insured the County should be notified directly from the insurance company in advance of any modification or cancellation of the policy. Therefore, the original language should remain.

(B) LIABILITY AND INDEMNIFICATION.

- (1) Contractor is not responsible for any liability resulting from actions taken by Brevard County employees.
- (2) The Contractor shall hold County harmless against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damage to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which County is contracting hereunder, to the extent caused by the

negligent acts, recklessness, or intentional wrongful conduct, or omission of Contractor, or any of their agents or employees, including subcontractors. The Contractor agrees to fully indemnify County and pay the cost of County's legal defenses, including reasonable fees of attorneys as may be selected by County, for all claims described in the hold harmless clause above. Such payment on behalf of County shall be in addition to any and all other legal remedies available to County and shall not be considered to be County's exclusive remedy. The County's indemnity and liability obligations hereunder shall be subject to County's right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in section 768.28, Florida Statutes. Nothing in this Contract is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing herein shall constitute a waiver of County's sovereign immunity. The Parties acknowledge specific consideration has been exchanged for this provision. This indemnification section shall survive the termination of this Contract.

Commented [PM13]: No objection to this change.

~~(3) Indemnification for provision of healthcare services. County shall indemnify Contractor Staff provided under this agreement for third-party claims arising from such Staff's negligent acts or omissions within the scope of such Staff's assignment and scope of responsibilities, contingent upon the good faith cooperation of such Staff in the investigation of such claim.~~

Commented [PM14]: County will not agree to indemnify the Contractor/Contractor Staff for Contractor Staff's negligent acts or omissions. In addition, County's insurance coverage provider, PGIT, will not per statute, indemnify a non-governmental entity.

~~(4) In the event the County is subject to legal action, Contractor shall be permitted to take control of the defend against any indemnification action and the County shall cooperate with any such defense.~~

(5) In no event shall contractor be liable for any indirect, incidental, special, punitive or consequential damages arising out of or relating to this agreement.

Commented [PM15]: Need clarification on this additional language. Is this language intended to apply to a breach of contract claim only?

(6) County agrees to limit the direct damages to an amount not to exceed the contracts annual revenue or an agreed upon amount based on the first month of contract revenue.

Commented [PM16]: This is not an annual contract. Also need clarification on this language. Is this language intended to apply only to a breach of contract claim?

SECTION 9. FORCE MAJEURE

Neither party shall be liable for delays resulting from any circumstances beyond its reasonable control not occasioned by its fault or negligence, including but not limited to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal government or any department or agency thereof, civil or military, acts of god, fires, floods, strikes, lockouts,

embargoes or wars. Upon the happening of any circumstances or causes aforesaid, the affected party shall notify the other party without delay and any relief shall be limited to an extension of delivery dates or times of performance to the extent caused thereby.

Commented [PM17]: No objection to this language.

SECTION 9. E-VERIFY.

(A) The Contractor 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 Contractor during the term of the Contract; and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to this Contract 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 Contract; 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 Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor'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 Contract and the County may treat a failure to comply as a material breach of this Contract.
- (5) The Contractor, 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.
- (6) Nothing in this Section may be construed to allow intentional discrimination of any class protected by law.

SECTION 10. NOTICES.

All Notices required under this Contract, 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) Contractor Representative:

(B) County Representative:

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

SECTION 11. DEFAULT.

Either Party to this Contract, 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 12. SEVERABILITY

If any part of this Contract is found to be invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Contract 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 13. EFFECTIVE DATE AND TERM.

The effective date of this Contract shall be the date on which the last party to execute the Contract, executes the Contract. This Contract shall be in effect for up to 12 weeks from mobilization of services or the completion of 60,000 shots administered, whichever occurs first. The Parties reserve the right to to extend the contract for an additional term as mutually agreed upon in writing but no longer than 1 year from the effective date.

SECTION 14. TERMINATION.

Either party to this Contract can terminate this Contract, with or without cause, by furnishing thirty days prior written notice as provided for in Section 10; however, the provisions of Section 3 and 4 survive any early termination of this Contract.

SECTION 15. ATTORNEYS FEES.

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

SECTION 16. VENUE AND NON-JURY TRIAL.

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

SECTION 17. COMPLIANCE WITH STATUTES.

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

SECTION 18. INDEPENDENT CONTRACTOR STATUS.

The County contracts for the services of the Contractor as an independent contractor, and not as an employee. Nothing in this Contract 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 19. ENTIRETY.

This Contract represents the understanding and agreement of the parties in its entirety. There shall be no amendments to this Contract 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.

COMPREHENSIVE HEALTH SERVICES, LLC

(Name of representative)

Date: _____

Approved as to legal form and content:

ATTEST:

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

Rachel M. Sadoff, Clerk to the Board

Frank Abbate, County Manager

Date:

Approved as to legal form and content:

As approved by the Board on: 01/26/21

Assistant County Attorney

*Draft
personal*

AGREEMENT

COVID-19 VACCINE DISTRIBUTION

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 Health First, Inc., 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, the State of Florida has articulated its wishes to have the vaccine disseminated and administered as efficiently and quickly as possible upon the vaccine becoming available;

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

WHEREAS, various health care providers have 'stepped up' to offer to provide services of labor, supplies and facilities to administer the vaccine, upon being provided with the vaccine, in Brevard County;

WHEREAS, the County will coordinate with the State of Florida, Department of Health in Brevard County (Brevard County Department of Health) regarding the amount of vaccines it receives each week;

WHEREAS, should the County receive any federal funding to assist in the administration of vaccines, it will consider reimbursing the Entity, subject to any state or federal guidelines/requirements, and/or based upon an equitable distribution of the funding for all entities which participate in a similar agreement to administer vaccines;

WHEREAS, the health care provider agrees not to charge an individual for receiving a vaccine and not to bill any insurance company for such vaccine;

WHEREAS, the Board of County Commissioners has authorized the County Manager to execute this Agreement and any amendments necessary to carry out the intent of this Agreement;

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 the Department of Health (DOH) in Brevard County. Should the DOH receive in excess of 6,000 doses of vaccine in a given week, the excess over 6,000 will be distributed equally between Health First, Parrish Medical Center and Rockledge Regional Medical Center, but in any event no more than a given vaccine site can administer in a given week at the vaccine sites which it has activated (see Section 3(B)(2) below).

(2) The County will provide the Entity with as much notice as possible on vaccine allotments for each week prior to the beginning of each week based upon the notification the County receives from the State DOH.

(3) The County does not in any way guarantee or assure the Entity that the Entity will receive any given number of doses of vaccine at any given time.

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

(5) The County shall designate one individual as a point of contact to communicate with the Entity regarding available vaccine doses for delivery to the Entity, to arrange delivery or pick up of the vaccine and to address any other issues that may arise under this Agreement. The County shall communicate the name and contact information (email and telephone numbers) for this individual to the Entity's contact person under Section 9 within five business days of the full execution of this Agreement.

(6) 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 funding 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 administer vaccines as they are allotted from the DOH. Unless agreed to otherwise 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:

Insert site(s) and dosage number

(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 DOH 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) The Entity agrees it will not charge or bill the County (or any other governmental entity), vaccine recipients, or any insurance companies for the cost associated with the administration or distribution of vaccine.

(6) The Entity agrees to provide the following reporting requirements:

(a) At the end of each day for which the Entity receives vaccine doses, the Entity must report electronically by email to John Scott, Director, Brevard County, Emergency Management Operations –

John.Scott@brevardfl.gov – the number of vaccine appointments scheduled for the day and the actual number of vaccines administered that day.

(b) Within 24 hours of the end of a day for which the Entity was given an allotment of vaccine doses, the Entity must input or upload all vaccine information to the database, Florida Shots,

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

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

SECTION 4. RESPONSIBILITY FOR COST OF VACCINATION PROGRAM.

(A) 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.

(B) The Entity understands that if the County receives funding in the future to assist in the cost of administering and distributing vaccinations, it will be 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.

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

(D) 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.

(E) 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) In the event the audit shows that any or all of state or federal funds that may be disbursed to the Entity hereunder, should such funds become available, were not spent in accordance with the conditions of this Agreement, the Entity shall reimburse the County of all such funds within thirty days after the County has notified the Entity in writing of such noncompliance.

(C) 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. In this case, the portion of the Entity's records relating to the acceptance and use of state or federal funds in the nature of a grant or reimbursement of eligible expenses or losses are public records that may be subject to production upon request. 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 and distribution of vaccines under this Agreement will be to be subject to public records disclosure.

SECTION 7. ENTITY'S WARRANTIES/REPRESENTATIONS AND INDEMNIFICATION

(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 Entity.

(B) The Entity shall indemnify and hold the County harmless for any claims or actions of any nature resulting from or arising out of 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:

(B) County Representative:

John Scott, Director, Office of Emergency Management
Brevard County Board of County Commissioners
1746 Cedar Street
Rockledge, FL
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.

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 and 4 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. 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.

company/corporation)

HEALTH FIRST, INC. *(Name of*

Approved as to legal form and content:

(Name of authorized officer, title)

Attorney for Entity

Date: _____

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

Approved as to legal form and content:

Frank Abbate, County Manager

Attorney for County

Date: _____

As approved by the Board on: 01/26/21

*Draft
Per Board*

AGREEMENT

COVID-19 VACCINE DISTRIBUTION

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 Parrish Medical Center, 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, the State of Florida has articulated its wishes to have the vaccine disseminated and administered as efficiently and quickly as possible upon the vaccine becoming available;

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

WHEREAS, various health care providers have 'stepped up' to offer to provide services of labor, supplies and facilities to administer the vaccine, upon being provided with the vaccine, in Brevard County;

WHEREAS, the County will coordinate with the State of Florida, Department of Health in Brevard County (Brevard County Department of Health) regarding the amount of vaccines it receives each week;

WHEREAS, should the County receive any federal funding to assist in the administration of vaccines, it will consider reimbursing the Entity, subject to any state or federal guidelines/requirements, and/or based upon an equitable distribution of the funding for all entities which participate in a similar agreement to administer vaccines;

WHEREAS, the health care provider agrees not to charge an individual for receiving a vaccine and not to bill any insurance company for such vaccine;

WHEREAS, the Board of County Commissioners has authorized the County Manager to execute this Agreement and any amendments necessary to carry out the intent of this Agreement;

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 the Department of Health (DOH) in Brevard County. Should the DOH receive in excess of 6,000 doses of vaccine in a given week, the excess over 6,000 will be distributed equally between Health First, Parrish Medical Center and Rockledge Regional Medical Center, but in any event no more than a given vaccine site can administer in a given week at the vaccine sites which it has activated (see Section 3(B)(2) below).
- (2) The County will provide the Entity with as much notice as possible on vaccine allotments for each week prior to the beginning of each week based upon the notification the County receives from the State DOH.
- (3) The County does not in any way guarantee or assure the Entity that the Entity will receive any given number of doses of vaccine at any given time.
- (4) The County reserves the right, in consultation with the DOH, to lower the number of doses of vaccine provided to an Entity, should it be in the best interest of the public health, safety and welfare.
- (5) The County shall designate one individual as a point of contact to communicate with the Entity regarding available vaccine doses for delivery to the Entity, to arrange delivery or pick up of the vaccine and to address any other issues that may arise under this Agreement. The County shall communicate the name and contact information (email and telephone numbers) for this individual to the Entity's contact person under Section 9 within five business days of the full execution of this Agreement.
- (6) 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 funding 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 administer vaccines as they are allotted from the DOH. Unless agreed to otherwise 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:

Insert site(s) and dosage number

(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 DOH 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) The Entity agrees it will not charge or bill the County (or any other governmental entity), vaccine recipients, or any insurance companies for the cost associated with the administration or distribution of vaccine.

(6) The Entity agrees to provide the following reporting requirements:

(a) At the end of each day for which the Entity receives vaccine doses, the Entity must report electronically by email to John Scott, Director, Brevard County, Emergency Management Operations –

John.Scott@brevardfl.gov – the number of vaccine appointments scheduled for the day and the actual number of vaccines administered that day.

(b) Within 24 hours of the end of a day for which the Entity was given an allotment of vaccine doses, the Entity must input or upload all vaccine information to the database, Florida Shots,

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

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

SECTION 4. RESPONSIBILITY FOR COST OF VACCINATION PROGRAM.

(A) 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.

(B) The Entity understands that if the County receives funding in the future to assist in the cost of administering and distributing vaccinations, it will be 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.

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

(D) 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.

(E) 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) In the event the audit shows that any or all of state or federal funds that may be disbursed to the Entity hereunder, should such funds become available, were not spent in accordance with the conditions of this Agreement, the Entity shall reimburse the County of all such funds within thirty days after the County has notified the Entity in writing of such noncompliance.

(C) 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. In this case, the portion of the Entity's records relating to the acceptance and use of state or federal funds in the nature of a grant or reimbursement of eligible expenses or losses are public records that may be subject to production upon request. 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 and distribution of vaccines under this Agreement will be to be subject to public records disclosure.

SECTION 7. ENTITY'S WARRANTIES/REPRESENTATIONS AND INDEMNIFICATION

(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 Entity.

(B) The Entity shall indemnify and hold the County harmless for any claims or actions of any nature resulting from or arising out of 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:

(B) County Representative:

John Scott, Director, Office of Emergency Management
Brevard County Board of County Commissioners
1746 Cedar Street
Rockledge, FL
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.

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 and 4 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. 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.

(Name of company/corporation)

Approved as to legal form and content:

(Name of authorized officer, title)

Attorney for Entity

Date: _____

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

Approved as to legal form and content:

Frank Abbate, County Manager

Attorney for County

Date: _____

As approved by the Board on: 01/26/21

*Draft
per law*

AGREEMENT

COVID-19 VACCINE DISTRIBUTION

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 Rockledge Regional Medical Center, 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, the State of Florida has articulated its wishes to have the vaccine disseminated and administered as efficiently and quickly as possible upon the vaccine becoming available;

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

WHEREAS, various health care providers have 'stepped up' to offer to provide services of labor, supplies and facilities to administer the vaccine, upon being provided with the vaccine, in Brevard County;

WHEREAS, the County will coordinate with the State of Florida, Department of Health in Brevard County (Brevard County Department of Health) regarding the amount of vaccines it receives each week;

WHEREAS, should the County receive any federal funding to assist in the administration of vaccines, it will consider reimbursing the Entity, subject to any state or federal guidelines/requirements, and/or based upon an equitable distribution of the funding for all entities which participate in a similar agreement to administer vaccines;

WHEREAS, the health care provider agrees not to charge an individual for receiving a vaccine and not to bill any insurance company for such vaccine;

WHEREAS, the Board of County Commissioners has authorized the County Manager to execute this Agreement and any amendments necessary to carry out the intent of this Agreement;

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 the Department of Health (DOH) in Brevard County. Should the DOH receive in excess of 6,000 doses of vaccine in a given week, the excess over 6,000 will be distributed equally between Health First, Parrish Medical Center and Rockledge Regional Medical Center, but in any event no more than a given vaccine site can administer in a given week at the vaccine sites which it has activated (see Section 3(B)(2) below).
- (2) The County will provide the Entity with as much notice as possible on vaccine allotments for each week prior to the beginning of each week based upon the notification the County receives from the State DOH.
- (3) The County does not in any way guarantee or assure the Entity that the Entity will receive any given number of doses of vaccine at any given time.
- (4) The County reserves the right, in consultation with the DOH, to lower the number of doses of vaccine provided to an Entity, should it be in the best interest of the public health, safety and welfare.
- (5) The County shall designate one individual as a point of contact to communicate with the Entity regarding available vaccine doses for delivery to the Entity, to arrange delivery or pick up of the vaccine and to address any other issues that may arise under this Agreement. The County shall communicate the name and contact information (email and telephone numbers) for this individual to the Entity's contact person under Section 9 within five business days of the full execution of this Agreement.
- (6) 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 funding 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 administer vaccines as they are allotted from the DOH. Unless agreed to otherwise 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:

Insert site(s) and dosage number

(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 DOH 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) The Entity agrees it will not charge or bill the County (or any other governmental entity), vaccine recipients, or any insurance companies for the cost associated with the administration or distribution of vaccine.

(6) The Entity agrees to provide the following reporting requirements:

(a) At the end of each day for which the Entity receives vaccine doses, the Entity must report electronically by email to John Scott, Director, Brevard County, Emergency Management Operations –

John.Scott@brevardfl.gov – the number of vaccine appointments scheduled for the day and the actual number of vaccines administered that day.

(b) Within 24 hours of the end of a day for which the Entity was given an allotment of vaccine doses, the Entity must input or upload all vaccine information to the database, Florida Shots,

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

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

SECTION 4. RESPONSIBILITY FOR COST OF VACCINATION PROGRAM.

(A) 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.

(B) The Entity understands that if the County receives funding in the future to assist in the cost of administering and distributing vaccinations, it will be 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.

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

(D) 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.

(E) 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) In the event the audit shows that any or all of state or federal funds that may be disbursed to the Entity hereunder, should such funds become available, were not spent in accordance with the conditions of this Agreement, the Entity shall reimburse the County of all such funds within thirty days after the County has notified the Entity in writing of such noncompliance.

(C) 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. In this case, the portion of the Entity's records relating to the acceptance and use of state or federal funds in the nature of a grant or reimbursement of eligible expenses or losses are public records that may be subject to production upon request. 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 and distribution of vaccines under this Agreement will be to be subject to public records disclosure.

SECTION 7. ENTITY'S WARRANTIES/REPRESENTATIONS AND INDEMNIFICATION

(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 Entity.

(B) The Entity shall indemnify and hold the County harmless for any claims or actions of any nature resulting from or arising out of 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:

(B) County Representative:

John Scott, Director, Office of Emergency Management
Brevard County Board of County Commissioners
1746 Cedar Street
Rockledge, FL
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.

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 and 4 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. 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.

(Name of company/corporation)

Approved as to legal form and content:

(Name of authorized officer, title)

Date: _____

Attorney for Entity

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

Approved as to legal form and content:

Frank Abbate, County Manager

Date: _____

Attorney for County

As approved by the Board on: 01/26/21