



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: November 1, 2022

* = Mandatory, information must be provided

or Procurement Director Award: ☐

***Contractor/Vendor Name/Grantor (DBA):**

SJM Premier Medical Group, LLC

***Project Title/Description:**

COVID-19 Medical Support for Refugee Populations

***Purpose:**

Provide medical staff for COVID-19 evaluation, assessment and support at designated facilities that are housing refugees who are COVID-19 positive, suspect, or high risk.

Amendment #5 adds \$1.5 million to this contract. As was stated in the BOS AIR for Amendment #4, "Due to the fluctuation in the number of refugees arriving in Pima County, it is difficult to estimate future expense. At the current census level, we estimate this funding will last until the end of calendar year 2022." However, the census numbers have risen dramatically since that amendment was processed early this year and additional funding is now needed to continue providing this care. The amendment does not include any changes in scope of work but it does include new federal regulations due to a change in which federal fund these expenses are being charged to.

***Procurement Method:**

Board of Supervisors Policy D29.7 per RFP for clinical services related to COVID-19 for refugees.

***Program Goals/Predicted Outcomes:**

- Provide 11 hours/day (from 0900-2000) of in person care to asylum seekers that have tested positive for COVID-19, are suspected of being infected, or are at high risk. Care will be provided 7 days a week. The level of staffing varies with the asylum seeker census and includes two levels of clinical licensure as well as support staff.
- Provide on-call services the remaining 13 hours of the day, 7 days a week.

***Public Benefit:**

This care is for asylum seekers that are in the country legally. Many of them arrived from high risk areas. Containing COVID-19 among this population is important to controlling the virus in Pima County.

The average daily census of asylum seekers that are Covid+ and are being provided healthcare under this contract has increased from approximately 30 in September 2021 to 58 in September 2022. From the opening of this service at the Red Roof Inn on August 25, 2021 until September 30, 2022, over 14,200 COVID+ individuals have been housed at this location. Many other high-risk individuals have been provided care as they quarantine, with an average of 101 individuals housed at Red Roof each day.

***Metrics Available to Measure Performance:**

- # of hours of care provided in person; divided by licensure
- # of days of on-call care provided
- # of patients seen
- # of calls responded to
- # of patients accompanied to hospital

***Retroactive:**

No.

TO: COB 10/19/22 (1)
VER: 15
PGS: 5

GMI OK
AF 10/17/22

OCT18'22PM0423PD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
 Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount \$ _____ * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** _____

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☐ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: CT Department Code: HD Contract Number (i.e., 15-123): 22-003

Amendment No.: 05 AMS Version No.: 15

Commencement Date: 11/1/22 New Termination Date: 7/1/23 

Prior Contract No. (Synergen/CMS): N/A

☒ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 1,500,000.00

Is there revenue included? ☐ Yes ☒ No If Yes \$ _____

***Funding Source(s) required: Expenses will be charged to the federally funded grant program for provision of services to asylum seekers legally in this country that have tested positive for COVID-19 or are at high risk due to close contact.**

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards)

☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***Match funding from General Fund?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Match funding from other sources?** ☐ Yes ☐ No If Yes \$ _____ % _____

***Funding Source:** _____

***If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?**

Contact: Sharon Grant

Department: Health

Telephone: 724-7842

Department Director Signature:  Date: 10-13-22

Deputy County Administrator Signature:  Date: 10 Oct 2022

County Administrator Signature:  Date: 10/10/2022

Pima County Department of Health**Project:** COVID-19 Medical Support for Refugee Populations**Contractor:** SJM Premier Medical Group, LLC
150 Kailuana Place
Kailua, HI 96734**Contract No.:** CT-HD-22-003**Contract Amendment No.:** 05

| | | |
|---|---------------------------------|-----------------|
| Orig. Contract Term: 07/02/2021 – 07/01/2022 | Orig. Amount: | \$ 150,000.00 |
| Termination Date Prior Amendment: 07/01/2023 | Prior Amendments Amount: | \$ 1,698,750.00 |
| Termination Date This Amendment: 07/01/2023 | This Amendment Amount: | \$1,500,000.00 |
| | Revised Total Amount: | \$3,348,750.00 |

| | | | |
|-------------------------------------|---|---|--------------------------|
| SAM UEI: MMAUJPVY7LQ4 | | | |
| Research or Development: | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | |
| Federal Contract Number: N/A | | | |
| Required Match: | | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Match Amount: N/A |
| Indirect Cost Rate: | | <input checked="" type="checkbox"/> None | |
| Status of Contractor: | | <input checked="" type="checkbox"/> Contractor | |
| CFDA | Grant Program | National Funding | Pima County Award |
| 97.024 | Emergency Food and Shelter National Board Program (EFSP) - Coronavirus Aid, Relief, and Economic Security Act (CARES) | \$200,000,000.00 | \$4,424,058.72 |

CONTRACT AMENDMENT

The parties agree to amend the above-referenced contract as follows:

- Background and Purpose.**
 - Background.** On July 2, 2021, County and Contractor entered into the above referenced agreement to provide COVID-19 medical support for refugee populations.
 - Purpose.** County requires to add additional funds due to the increased number of asylum seekers.
- Maximum Payment Amount.** The maximum amount the County will spend under this Contract, as set forth in Section 5 is increased by \$1,500,000.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$3,348,750.00.

3. **Federal Regulations.** Due to a change in the funding source for this contract, Exhibit C.1 is replaced by **Exhibit C.2** (2 pages).
4. **Forced Labor of Ethnic Uyghurs.** Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

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All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the parties.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney
Jonathan Pinkney

Print DCA Name

10/13/22

Date

APPROVED AS TO CONTENT



Department Representative

10-13-22

Date

CONTRACTOR



Authorized Officer Signature

Scott J. Miscovich, MD, President and CEO

Printed Name and Title

10/12/2022

Date

Exhibit C.2 (2 Pages)

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, **as applicable**.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(D) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(F) See § 200.323, Procurement of recovered materials.

(G) Prohibition on certain telecommunications and video surveillance services or equipment, 2 C.F.R. 200.216. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:

1. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
2. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.

(H) Domestic preferences for procurements, 2 C.F.R. 200.322. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]