



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: April 20, 2021

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

Tucson Medical Center (TMC)

***Project Title/Description:**

COVID-19 Vaccination Agreement.

***Purpose:**

The original contract enabled the County to pay TMC for their expenses in administering COVID-19 vaccinations during Phase 1B. TMC will operate up to two COVID-19 vaccination sites on its main campus.

Amendment #1 opens vaccinations to any eligible recipient, makes some changes to the Responsibilities and Compensation sections, and adds \$5,000,000 to the total not to exceed amount.

***Procurement Method:**

Pima County Procurement Code 11.12.060, Emergency and other limited procurement

***Program Goals/Predicted Outcomes:**

The goal is to vaccinate as many people as quickly as vaccine supply allows.

***Public Benefit:**

Vaccination of as many people as quickly as possible is the key to ending the COVID-19 pandemic. TMC is one of several Points of Distribution (PODs) helping to administer vaccines to the residents of Pima County.

***Metrics Available to Measure Performance:**

TMC will provide vaccination services according to the EPIC Vaccine System. Metrics for payment of invoices include:

- # of days TMC provides vaccines on its campus
- # of hours staff time providing EPIC validation
- # of hours spent in planning phase with County staff

***Retroactive:**

No.

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TO: COB 4-15-21 (1)
Vers. 3
pgs.: 3

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): 21-291

Amendment No.: 01 AMS Version No.: 03

Commencement Date: _____ New Termination Date: _____

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

☒ Expense or ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$ 5,000,000.00Is there revenue included? ☐ Yes ☒ No If Yes \$ _____***Funding Source(s) required:** Initially expenses will be charged to the Health Special Revenue fund, function code HDCOVID19V. It is anticipated that most of the expenses will be reimbursed by the federal government.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: _____ 04/09/21

Deputy County Administrator Signature/Date: _____ 13 Apr 2021

County Administrator Signature/Date: _____ 4/14/21
(Required for Board Agenda/Addendum Items)

Pima County Department of Health

Project: COVID-19 Vaccination Agreement

Contractor: Tucson Medical Center (TMC)

Contract No.: CT-HD-21*291

Contract Amendment No.: 01

Orig. Contract Term: 01/11/2021 - 01/10/2022	Orig. Amount:	\$ 5,000,000.00
Termination Date Prior Amendment: N/A	Prior Amendments Amount:	\$ 0.00
Termination Date This Amendment: 01/10/2022	This Amendment Amount:	\$ 5,000,000.00
	Revised Total Amount:	\$10,000,000.00

CONTRACT AMENDMENT

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

1. Background and Purpose.

1.1. Background. On January 11, 2021, County and TMC entered into the above referenced agreement to provide COVID-19 Vaccinations.

1.2. Purpose. County requires continuing services. The parties are amending the Agreement to ensure that TMC provides COVID-19 vaccinations to any eligible recipient and operates at least one location for vaccination administration. In addition, the parties are adding data reporting requirements so that County has the data necessary to pursue federal reimbursement for vaccination-point-of-dispensing costs.

2. Maximum Payment Amount. The maximum amount the County will spend under this Contract under Section 3.4 is increased by \$5,000,000. County's total payments to TMC, including any sales taxes, will not exceed \$10,000,000.

3. Agreement. The parties agree to amend the Agreement as follows:

3.1 Replace Section 2.2 with the following:

2.2. Vaccination Administration. TMC will operate up to two sites for administering COVID-19 vaccinations and will administer the COVID-19 vaccinations at these sites for so long as TMC and County mutually agree ("Vaccination Administration", and, together with the Vaccine System Services, the "Services"). Vaccination Administration may also include TMC personnel completing on-site registrations and vaccination appointments and EPIC Validation for sites operated by TMC, but not for sites operated by County.

3.2 Add Section 2.3 as follows:

2.3. Billing and Payment. TMC will request third-party payor information from individuals seeking COVID-19 vaccinations but will not require such information as a condition of providing COVID-19 vaccinations to any individual who wants to be vaccinated. TMC will bill appropriately for COVID-19 vaccinations, in accordance with published guidance from the Centers for Medicare and Medicaid Services. TMC will also assist County with preparation of requests for reimbursement from Federal Emergency Management Administration – Public Assistance (“FEMA-PA”). TMC will provide County with detailed documentation of all costs and any third-party revenue generated for reconciliation and inclusion in County’s submission FEMA-PA reimbursement.

3.3 Replace Section 3.2 with the following:

3.2. Vaccination Administration Compensation. For Vaccination Administration, County shall:

- Compensate TMC at a rate equal to the greater of (i) TMC’s actual salary and benefits costs for providing Vaccination Administration (including EPIC Validation and on-site registrations and vaccination appointments for sites operated by TMC pursuant to Section 2.2) or (ii) \$15,000 per day that TMC is operating two COVID-19 vaccination sites, or \$10,000 per day that TMC is operating one COVID-19 site. The amount of \$15,000 per day that TMC is operating two COVID-19 vaccination sites, or \$10,000 per day that TMC is operating one COVID-19 site represents TMC’s good faith estimate of its salary and benefits costs for providing Vaccination Administration. In the event TMC’s salary and benefits costs exceed \$15,000 per day that TMC is operating two COVID-19 vaccination sites, or \$10,000 per day that TMC is operating one COVID-19 site, TMC will provide County with detailed salary and benefit cost information upon request. Additionally, TMC will provide monthly data reports on the population served, including but not limited to demographic reporting as mutually agreed upon by County and TMC.
- County will only reimburse TMC’s salary and benefits costs for sites operated by TMC, if any, beyond the \$15,000 per day that TMC is operating two COVID-19 vaccination sites, or \$10,000 per day that TMC is operating one COVID-19 site, if County is successful in billing of FEMA-PA for those additional costs.
- County will also reimburse TMC’s other out-of-pocket costs, including but not limited to on-site registrations and vaccination appointments and EPIC Validation for sites operated by County and other out-of-pocket costs that are not included in (i) TMC’s actual salary and benefits costs for providing Vaccination Administration, above, (ii) the time spent by TMC Personnel in providing EPIC Validation for County vaccination sites under Section 3.1 or (iii) providing the Vaccine System Services under Section 3.1. TMC will provide County with detailed out-of-pocket cost information upon request.
- Compensate TMC for the time spent by TMC personnel in assisting County with planning for vaccination at County sites at the rate of \$100 per hour.

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

PIMA COUNTY

Chairman, Board of Supervisors

Date

CONTRACTOR



Authorized Officer Signature

Judy Rich, President/CEO

Printed Name and Title

4/3/21

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO CONTENT

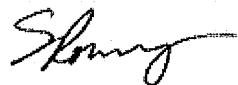


Department Head

04/09/21

Date

APPROVED AS TO FORM



Stacey Roseberry, Deputy County Attorney

4/1/2021

Date