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**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.: 02 AMS Version No.: 04

Commencement Date: 09/13/2021 New Termination Date: 07/01/2022

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

☒ Expense ☐ Revenue ☐ Increase ☐ Decrease

Amount This Amendment: \$ 398,750.00

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

**\*Funding Source(s) required:** **Expenses will initially be charged to the Health Special Revenue Fund. It is anticipated that many of the expenses will be reimbursed from other sources.**

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: 09/28/21

Deputy County Administrator Signature: \_\_\_\_\_ Date: 28 Sep 2021

County Administrator Signature: \_\_\_\_\_ Date: 9/28/2021

**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.:** 02

<b>Orig. Contract Term:</b>	07/02/2021 – 07/01/2022	<b>Orig. Amount:</b>	\$ 150,000.00
<b>Termination Date Prior Amendment:</b>	07/01/2022	<b>Prior Amendments Amount:</b>	\$ 100,000.00
<b>Termination Date This Amendment:</b>	07/01/2022	<b>This Amendment Amount:</b>	\$ 398,750.00
		<b>Revised Total Amount:</b>	\$ 648,750.00

**CONTRACT AMENDMENT**

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

**1. Background and Purpose.**

1.1. Background. On July 2, 2021, County and Contractor entered into the above referenced agreement to provide COVID-19 medical support for refugee populations.

1.2. Purpose. County requires to modify the Scope of Services.

**2. Maximum Payment Amount.** The maximum amount the County will spend under this Contract, as set forth in Section 5, is increased by \$398,750.00. County's total payments to Contractor under this contract, including any sales taxes, will not exceed \$648,750.00.

**3. Scope of Services.** The parties have revised the Scope of Services as described in the attached **Exhibit A.1** (3 pages).

**4. Compensation.** The parties have revised the Compensation as described in the attached **Exhibit B.1** (2 pages).

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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

9/28/21  
\_\_\_\_\_  
Date

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Department Representative

09/28/21  
\_\_\_\_\_  
Date

**CONTRACTOR**

  
\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Scott J Mircovich MD President and CEO

\_\_\_\_\_  
Printed Name and Title

09/27/2021  
\_\_\_\_\_  
Date

## **Exhibit A.1 (3 pages)**

### **Scope of Services**

**Commencement Date: September 13, 2021**

Contractor will provide medical care to County-designated asylum seekers who are known positive, suspected positive, or persistent close contacts/family members of known positive for COVID-19, at County-contracted hotel facilities secured for the temporary housing of these asylum seekers, or at locations as directed by County.

#### Staffing and Hours of Service

Contractor will employ only confirmed, appropriately Arizona-licensed clinical staff to provide care in accordance with the staffing model presented below. All must be legally authorized to practice in Arizona and must maintain all credentials throughout the course of their services in the execution of this contract. Contractor staff will participate in available training for cultural context and sensitivity providing care to asylum seekers. This training will not result in expense to the Contractor. County preference is that bilingual (English/Spanish) staff be deployed when possible. Providers and staff must be facile with using telephonic translation services.

Base hours of service will be 0900-2000 seven days a week. By mutual agreement, County and Contractor may increase hours of service. At its sole discretion, County may reduce hours of service. Division of service hours into shifts is at the discretion of the contractor. Each shift must meet staffing requirements. Shifts may overlap a maximum of 30 minutes to provide continuity of care.

The population determines the maximum staffing level for Contractor staff, as listed in Table 1 – Staffing Matrix. Contractor will base staffing on the best available estimate of the population for the day.

**Table 1 - Staffing Matrix**

<b>Population</b>	<b>RN/Medic</b>	<b>CMA/CNA /EMT</b>	<b>Support Staff</b>
0-20	1	1	0
21-40	1	1	1
41-60	2	2	1
61-80	3	2	2
81-100	3	3	2
101-120	3	4	2
121-140	4	5	2
141-160	4	5	3
161-180+	5	6	3

Contractor may deploy staff with any combination of licensure or certification within the given tier (e.g., with population of 130, Contractor may deploy any mix of CMA/CNA/EMT to total 5). An LPN or Medic can substitute for an RN, though County prefers that there be at least one RN per shift.

Contractor will provide on-call RN, licensed to practice in Arizona, to monitor and respond to any acute needs and provide consultation in accordance with the clinical scope of practice. On-call hours are 2000-0900. On-call staff must respond to calls from the facility in a timely manner not to exceed 30 minutes from the time of the initial call to the on-call RN. Contractor will provide the on-call number to County and County partners operating the asylum seeker facility.

#### Clinical Care

Contractor is to provide medical care appropriate to stabilize or maintain stability, address acute priority issues, and manage COVID-19 illness. This will include intake health history, review of symptoms for chronic health conditions, rounds, vitals monitoring, medication checks, follow up testing, and charting. Contractor nursing staff must have access, via teleconference or in person, to a licensed provider able to give medical guidance to nursing staff.

The specific scope of clinical practice is established by mutual consent in a written document. This document is subject to revision and mutual acceptance without amendment to this contract. Contractor and County medical officers must both approve the form and scope of practice. Contractor will address emergent situations outside the scope of clinical practice in accordance with their medical experience.

Contractor will provide linguistically appropriate care and will refrain from using untrained translators in the provision of this care. Contractor should use in-person translation or telephonic translation in all non-emergent situations.

Contractor will provide Standing Orders, including but not limited to, an order for dispensing of over-the-counter (OTC) medications, clinical escalation guidance, and prescription medication administration to patients, for County review. Contractor will provide initial Standing Orders to County for approval prior to delivering clinical care. Standing Orders may be revised by mutual consent without amendment to this contract. Contractor must provide County with revisions to Standing Orders for approval at least three (3) business days before implementation. The County Medical Director, Health Director, or their designee may approve Standing Orders.

Contractor may provide asylum seekers with OTC medications, clinical care supplies and related items at their discretion and under Contractor standing orders. County will reimburse Contractor for documented actual costs only should Contractor seek reimbursement as detailed in Exhibit B – Compensation.

The on call staff will be contacted by County or County partners and will provide direction on emergent situations within the scope of their practice and in accordance with their medical experience. Calls are to be answered or returned within 30 minutes of request. Telephonic

triage and evaluation is to be provided as needed. Bilingual on-call staff is preferred, else they must be facile with telephonic translation.

#### Continuity of Care

Contractor should, to the extent practicable, accompany patients to community health care venues when necessary and clinically appropriate for emergent issues. Contractor must notify County as soon as practicable in the event of an emergency transport. Contractor will always provide necessary medical records to County or other agency transporting patients if Contractor is unable to accompany the patient. In the event County should require asylum seekers to go off-site for non-acute care, Contractor will accompany the patient and/or provide medical records as indicated for emergent cases.

#### Data and Reporting

Contractor may document clinical care via paper chart or electronic medical record at their discretion.

Contractor will participate in weekly calls with County to maintain situational awareness, evaluate quality of care, alert County to trends and issues of note, and support the needs of the asylum seekers.

County requires Contractor submit regular reports on a mutually agreeable timeline and in a mutually agreeable format providing information on the care provided under this contract. County will have sole discretion on the necessary components of this reporting.

Data collected under this contract is the sole property of County and may not be used for any purpose other than direct clinical care as allowed under Federal rules and regulations without the specific permission of County. Contractor will provide relevant patient information to asylum seekers upon discharge.

#### Coordination

Contractor will coordinate with County partners in providing service to the extent deemed reasonable by Contractor and within the scope of this contract. County alone will direct Contractor in services provided under this agreement.

## **Exhibit B.1 (2 pages)**

### **Scope of Services**

**Commencement Date: September 13, 2021**

County will compensate Contractor based on actual hours of service provided, licensure of staff deployed, and reimbursement for actual costs incurred.

#### **STAFFING**

The table below (Table 1 – Staffing) lists the hourly compensation for staffing in accordance with the credentials of the staff deployed. Timekeeping is to be actual hours worked without rounding. Invoicing must include the number of hours billed by level of credentials.

**Table 1 - Staff Compensation Rates**

<b>Licensure/Credentials</b>	<b>Hourly Rate</b>
CMA/CAN/EMT	\$ 40.00
LPN/Medic	\$ 60.00
RN	\$ 80.00
NP/PA	\$ 120.00
MD On Site	\$ 150.00
Support Staff	\$ 30.00

On-Call Pay for RN level staff is \$40.00 per hour.

#### **REIMBURSEMENT**

County will reimburse contractor actual documented costs for specific expenditures made in support of this contract.

County will reimburse Contractor for over-the-counter (OTC) medications provided by Contractor to asylum seekers if the medication is on the County-approved OTC list.

County will also reimburse contractor for direct expenses incurred in the transportation:

1. Of Medical Care staff and/or patients to off-site care locations for County authorized care;
2. Of Medical Care staff returning to the care site after accompanying patients to off-site care;
3. Of Medical Care staff moving between care sites delivering service under this contract.

Reimbursement will be for actual costs if using third party, or \$0.45 per mile if using Contractor vehicles.

#### **INVOICING**

Contractor must invoice County in accordance with contract terms and conditions, within 30 days of the end date of the period invoiced.



Invoices must detail the staffing hours by credential and by category of expenditures submitted for reimbursement. Time sheets or similar detail must be available on demand for County review but do not have to be submitted with the invoice. Contractor must submit receipts or documentation of reimbursable expenditures with the invoice for payment.

County will pay approved invoices on net-30 basis per County standard terms.

#### SAMPLE STAFF COST MATRIX

Using the Staffing Matrix from Exhibit A.1 and the Staff Compensation Rates from Exhibit B.1, and assuming full RN staffing (no LPNs or Medics), Table 2 provides daily rates for the full 11.5 hours of staffing at each population tier. The on-call expense is included as a separate column.

**Table 2 - Staffing Matrix**

Population	RN/Medic	CMA/CNA /EMT	Support Staff	Staff \$/day	On-Call Expense	Daily Cost
0-20	1	1	0	\$ 1,380	\$ 520	\$ 1,900
21-40	1	1	1	\$ 1,725	\$ 520	\$ 2,245
41-60	2	2	1	\$ 3,105	\$ 520	\$ 3,625
61-80	3	2	2	\$ 4,370	\$ 520	\$ 4,890
81-100	3	3	2	\$ 4,830	\$ 520	\$ 5,350
101-120	3	4	2	\$ 5,290	\$ 520	\$ 5,810
121-140	4	5	2	\$ 6,670	\$ 520	\$ 7,190
141-160	4	5	3	\$ 7,015	\$ 520	\$ 7,535
161-180+	5	6	3	\$ 8,395	\$ 520	\$ 8,915