




MEMORANDUM

Date: April 29, 2021

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator 

Re: **Revised Tucson Medical Center Contract Amendment 1 to Modify the Existing COVID-19 Vaccination Agreement**

As you will recall, the above-referenced contract amendment was on the April 20, 2021 Board agenda. The amendment would have added \$5,000,000 to the contract to provide registration, appointment, and medical documentation capability through the TMC Epic electronic health record in support of a high-throughput Type 1 Federal pod that was expected to deliver 300,000 or more vaccines. I withdrew the amendment upon learning that an agreement could not be reached between FEMA and the state, and that Pima County would not be receiving the large high-throughput Federal pod.

The amendment also contained three other important provisions, which are budget neutral. It memorialized the fact that the scope of work for TMC had expanded from the original Phase1-B priority group and is now inclusive of all vaccine eligible persons. Additionally, it provided TMC the authorization to operate their pod at locations other than the TMC campus, allowing the transition to Udall Park as well as providing for mobile vaccination activity. Finally, it modified the financial reporting elements associated with the contract. These modifications are budget neutral and do not exceed the previously authorized not to exceed amount approved by the Board.

The Procurement Director, under her authority set forth in Title 11 Pima County Procurement Code, will authorize these changes and execute the attached amendment.

CHH/anc

c: Jan Leshar, Chief Deputy County Administrator
Francisco García, MD, MPH, Deputy County Administrator & Chief Medical Officer
Health and Community Services
Terry Cullen, MD, MS, Public Health Director, Pima County Health Department
Terri Spencer, Director, Procurement

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:	\$ N/A
Termination Date This Amendment: 01/10/2022	This Amendment Amount:	\$ 0.00
	Revised Total Amount:	\$5,000,000.00

AGREEMENT 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. 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. 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 payer 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.

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

PIMA COUNTY

CONTRACTOR

Procurement Director

Authorized Officer Signature

Date

Printed Name and Title

Date

APPROVED AS TO FORM

Stacey Roseberry, Deputy County Attorney

Date

APPROVED AS TO CONTENT

Department Representative

Date