



"A City for All Ages"

CITY OF PORT ST. LUCIE

Emergency Operations

MEMORANDUM

RUSS BLACKBURN
City Manager

TO: Russ Blackburn, City Manager

VIA: Kristina Ciuperger, Deputy City Manager

FROM: Billy Weinshank, Emergency Operations Administrator

SUBJECT: Addendum to Contract between Dr Mark Pamer and the City of Port St Lucie

DATE: April 27, 2021

The City of Port St Lucie entered into an agreement with Dr. Mark Pamer on March 16, 2021 to collaborate with the City on a COVID-19 Vaccination Program. This was and is a valuable tool for the citizens of Port St. Lucie as there have been no Florida Department of Health, St. Lucie sponsored first dose COVID-19 Vaccine Points of Distribution (PODs) opened in the City since March 3, 2021. Since the City began this program the City in collaboration with Dr. Pamer's office have vaccinated over one-thousand two hundred citizens in less than a month and have POD's scheduled up until June to continue contributing to the health and wellbeing of our citizens.

The prevailing vaccination used in St. Lucie County is Pfizer BioNTech, which is a two-shot regimen. The initial agreement was set at a price of \$12 for the first dose vaccination administered and \$24 for the second dose vaccination administered. This pricing was set based upon the rates insurers and Medicaid and Medicare paid medical providers for administering vaccine. Vaccination payment rates have since been updated by the Centers for Medicare and Medicaid Services (CMS). CMS is the federal agency that runs the Medicare, Medicaid, and Children's Health Insurance Programs, and the federally facilitated Marketplace.

CMS adjusted the Medicare payment rate for COVID-19 vaccine administration effective for services furnished on or after March 15 to \$40 for each dose of vaccine administered. The rationale for this change provided by CMS is, "This rate reflects updated information about the costs involved in administering the COVID-19 vaccine for different types of providers and suppliers, and the additional resources necessary to ensure the vaccine is administered safely and appropriately.

As this change in rates is based on federal guidance and due to the value this Public/Private Partnership is delivering and continues to deliver to the residents of Port St Lucie, as well as the volatile environment the pandemic has created throughout the world, it is our recommendation to accept this amendment to terms of the contract with Dr. Pamer to be consistent with CMS guidelines.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND
MARK J. PAMER, D.O., LLC FOR COVID-19 VACCINATION DISTRIBUTION AND
ADMINISTRATION TO CITY RESIDENTS**

This First Amendment to the Agreement for Distribution and Administration of COVID-19 Vaccination ("Amendment"), effective on this 19th day of April 2021, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation ("City") and Mark J. Pamer, D.O., LLC, a Florida limited liability company whose mailing address is 573 NW Lake Whitney Place, Suite 105, Port St. Lucie, FL 34986 ("Provider" or "Contractor"). City and Provider may be referred to individually as a "Party" or collectively as "the Parties."

RECITALS

WHEREAS, the City entered into a contract with Provider to furnish a physician or other qualified medical professionals to provide certain medical services to the residents of the City dated _____ ("Agreement"); and

WHEREAS, on March 15, 2021, the Centers for Medicare and Medicaid (CMS) increased the reimbursement from \$12 for the first vaccination and \$24 for the second vaccination to \$40 for each vaccination based on updated information about the higher than expected costs involved in administering the COVID-19 vaccine; and

WHEREAS, Provider submitted a written request to the City for an increase to the rates based on the higher than expected costs involved in administering the COVID-19 vaccine; and

WHEREAS, pursuant to Section Three (1) of the Agreement, the Parties may modify the terms of the Agreement if authorized in writing by the City; and

WHEREAS, the City desires to amend its Agreement with Provider based on the terms and subject to the conditions contained herein,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein name, the Parties agree as follows:

1. The foregoing recitals set forth above are hereby incorporated and made a part of hereof for reference.
2. The parties desire to amend Section One (3)(a) to read as follows:

(~~Strike out Text~~ reflects deletion, Underline Text reflects additional language)

3. The Provider shall administer a fee to the City as follows:
 - a. ~~\$12~~ \$40 for first shot and ~~\$24~~ \$40 for second shot, which is inclusive of all costs of transportation, materials, staffing, medical supplies, alcohol wipes, sanitizer, gloves, and any technology needed, used or consumed.
4. All other provisions in the Agreement remain in full effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned are duly authorized to bind their respective parties and have executed this Agreement effective the day and year first above written.

AGREED TO BY THE CITY:


Russ Blackburn, City Manager

APPROVED AS TO FORM BY
THE CITY ATTORNEY'S OFFICE

AGREED TO BY THE PROVIDER:


Mark J. Pamer, Managing Member