



Contract Number: CTN-HD-14*164-01
Effective Date: 1-1-15
Term Date: 12-31-15
Cost: \$75,000.00
Revenue: _____
Total: _____ NTE: _____
Action: _____
Renewal By: 10-1-15
Term: 12-31-15
Reviewed by: SP

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: February 17, 2015

ITEM SUMMARY, JUSTIFICATION &/or SPECIAL CONSIDERATIONS:

The Arizona Medical Marijuana Initiative, or Proposition 203, was approved by voters on November 2, 2010. This initiative provides protection for patients with specific qualifying medical conditions to use limited amounts of marijuana under close medical supervision and provides the Arizona Department of Health Services the authority to regulate and tax dispensaries and to educate the public about medical marijuana.

As part of the educational component, the Arizona Department of Health Services and Pima County Health Department (PCHD) entered into an Inter-Governmental Agreement for five years beginning January 2014 to provide patient education related to medical marijuana to individuals living with HIV/AIDS. Amendment #1 provides funding in the amount of \$75,000 to continue to support the staffing and operational expenses associated with this effort in Year 2.

When appropriately prescribed and monitored, medical marijuana has been shown to provide important benefits for the health and well-being of people living with HIV and AIDS. Today, nearly one in three HIV/AIDS patients uses cannabis to ward off many of the devastating symptoms of the disease. Under the terms of this agreement PCHD incorporates education and information about the Arizona Medical Marijuana Act into our HIV Prevention and Ryan White Programs which work closely to reduce the transmission of HIV and link persons living with HIV/AIDS to medical care. At no time does PCHD prescribe or dispense medical marijuana or related products.

CONTRACT NUMBER (If applicable): CTN14*0164

STAFF RECOMMENDATION(S): *Approval*

CORPORATE HEADQUARTERS: Phoenix, AZ

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3 pg's (2)

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To PD: 1-28-15
COB: 2-4-15
BOS: 2-17-15

CLERK OF BOARD USE ONLY: BOS MTG. _____

ITEM NO. _____

PIMA COUNTY COST: _____ and/or REVENUE TO PIMA COUNTY: \$ 75,000.00

FUNDING SOURCE(S): State - Proposition 203
(i.e. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

		YES	X	NO
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Board of Supervisors District:

1		2		3		4		5		All	
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IMPACT:

IF APPROVED:

Pima County will be able to continue using these funds in their educational program for people living with HIV/AIDS. There is no impact to the General Fund associated with this budgeted contract activity.

IF DENIED:

Pima County will have \$75,000 less than budgeted for the educational program for people living with HIV/AIDS.

DEPARTMENT NAME: Health

CONTACT PERSON: Sharon Grant **TELEPHONE NO.:** 724-7842

	INTERGOVERNMENTAL AGREEMENT (IGA)	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX
	Amendment Contract No.: ADHS14-066638 Amendment No.: 1	Procurement Officer: Jacqueline Ortega-Avila

18. Health Insurance Portability and Accountability Act of 1996

- 18.1. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Department of Administration-Arizona Strategic Enterprise Technology (ADOA-ASET) Office, the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.
- 18.2. If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADOA-ASET Arizona State Chief Information Security Officer and HIPAA Coordinator.

	INTERGOVERNMENTAL AGREEMENT (IGA)		ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX Procurement Officer: Jacqueline Ortega-Avila
	Amendment	Contract No.: ADHS14-066638	
	Amendment No.: 1		

PRICE SHEET

EFFECTIVE: JANUARY 1, 2015 TO DECEMBER 31, 2015

TYPE OF UNIT	TOTAL RATE	# OF UNITS	TOTAL
EDUCATIONAL ACTIVITIES ABOUT ARIZONA MEDICAL MARIJUANA ACT TO PUBLIC, PARTICULARLY QUALIFYING HIV/AIDS PATIENTS	\$18,750.00 QUARTERLY	FOUR (4)	\$75,000.00
MEDICAL MARIJUANA – PROGRAM ADMINISTRATION			TOTAL COST \$75,000.00

Authorization for Provision of Services:

Authorization for purchase of services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of services under this Contract.