USER AGREEMENT

This USER AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between St. Louis County ("County) and City of Joplin ("Subscriber");

WHEREAS, Sections 602.802 SLCRO authorized the St. Louis County Department of Public Health to establish and maintain a program for monitoring the prescribing and dispensing of all Schedule II, III and IV controlled substances by professionals licensed to prescribe or dispense such substances in St. Louis County; and

WHEREAS, County has a contract with Appriss, Inc. ("Appriss") for operation of an application for a Prescription Drug Monitoring Program ("PDMP"); and

WHEREAS, County has adopted Ordinance 26,528 as amended authorizing the County Executive on behalf of St. Louis County to enter into contracts with the City of St. Louis and Missouri counties and municipalities for the purposes stated herein;

WHEREAS, Subscriber is authorized to execute this agreement by Ordinance _____;

NOW, THEREFORE, in consideration of the premises and the mutual covenants, considerations and agreements contained herein, the parties agree as follows:

1. **Term of Agreement.** This Agreement shall become effective upon its execution by the parties (the "Effective Date") and shall run for a period of three years. The parties may renew the agreement for up to two additional one-year terms.

2. **Obligations of County.** County, as Administrator of the PDMP, shall provide the services listed on Exhibit A, attached and incorporated herein.

3. **Obligations of Subscriber.** Subscriber shall perform the obligations outlined in Exhibit B, attached and incorporated herein.

4. **Fee for Services and Payments.** The annual PDMP participation cost for Subscriber is $7.00 per covered practitioner, plus an administrative fee proportional to prescriber population. The participation cost is subject to change during any renewal period. Exhibit C contains the annual participation costs and billing schedule.

   County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If awarded to County, this funding will cover the participation costs for Subscriber for the grant period, and Subscriber is responsible for participation costs for all subsequent years.

   In the event County does not receive funding from BJA, Subscriber shall pay County for the participation costs charged to County by Appriss for participation in the PDMP for all years. Exhibit C contains the annual participation costs and billing schedule when Subscriber is responsible for all participation costs. County will invoice Subscriber for year 1 on November 1, 2017, and year 1 will be prorated based on the go-live date. For all subsequent years, County will invoice Subscriber on January 1 for entire year.

5. **Ownership.** The County shall retain ownership of the purchased software. Each Party shall retain all right, title, and interest (including all data, images, copyright and other proprietary or intellectual property rights) to its own data.

6. **Notices.** Unless otherwise indicated, all notices, waiver, and consents required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered or sent by direct mail, electronic mail, telephone, or facsimile. Notices shall be sent to the addresses set forth as follows on or before the date such notice, waiver or consent must be given:

If to Subscriber: City of Joplin

602 S. Main

Joplin, MO 64801

Attn: Samuel L. Anselm, City Manager

If to County: Saint Louis County Department of Public Health
6121 N. Hanley Rd.
Berkeley, MO 63134
Attn: Emily Varner

7. **Entire Agreement; Amendments.** This Agreement, together with its exhibits, represents the entire understanding and agreement between the parties relating to the subject matter hereof and supersedes all prior written or oral communications between the Parties regarding such subject matter. All amendments to and modifications of this Agreement shall be in writing and signed by all of the parties hereto.

8. **Severability.** If any provision of this Agreement or the application thereof to any Party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance.

9. **Waiver.** Failure by any Party at any time hereafter to require strict performance by another Party or other Parties of any provision of this Agreement shall not waive, affect, or diminish any right of a Party to demand strict compliance and performance therewith.

10. **Binding Agreement.** The covenants, agreements, terms, and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

11. **Governing Law.** County and Subscriber shall comply with all applicable federal, state, and local laws. This Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Missouri. Venue for any action arising from this Agreement shall be in the Circuit Court of St. Louis County, Missouri.

12. **Interstate Data Sharing.** County may elect to participate in an interstate exchange of PDMP data such as PMP InterConnect. All data contained in the County PDMP will be available to entities participating in the interstate exchange. Participation in an interstate exchange, such as PMP InterConnect, allows registered users of the County PDMP to examine their patient's complete prescription history, including out of state prescriptions if any. County agrees to limit the user types that can access the PDMP through the interstate exchange to ensure strict compliance with St. Louis County Ordinance 26,352, and to take steps to safeguard against unauthorized access to the information contained therein. Registered users of other state PDMPs will be able to access their patient information from all states of interest within their native PDMP; out of state users will not be required to register with multiple PDMPs.

13. **Termination for Convenience.** County and Subscriber shall each have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the other party. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties.

    County may terminate this Agreement if Subscriber fails to submit payment within 90 days of receipt of invoice or if County or Subscriber PDMP legislation is repealed or amended to end operation of the PDMP. The terms of this Agreement are subject to change, dependent on the agreement between County and Appriss. Subscriber will, at County's sole discretion, return to County or destroy the Documentation and all copies thereof and certify in writing Subscriber's compliance with such obligation.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this User Agreement as of the day and year first above written.

City of Joplin

By: _____

Printed Name: _____

Title: _____

ATTEST:

_____

Printed Name: _____

Title: _____

STATE OF MISSOURI)
)SS
COUNTY OF Jasper)

On this _____ day of _____, 2017, before me a Notary Public in and for said state, personally appeared _____ who acknowledged himself/herself to be the _____ of _____ and that he/she, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

_____
Notary Public

(SEAL)
My Commission expires:

ST. LOUIS COUNTY, MISSOURI

By: _____
Printed Name: Steven V. Stenger
Title: County Executive

ATTEST:

_____

Printed Name: _____

Title: County Clerk

APPROVED:

_____
Printed Name: Dr. Faisal Khan
Title: Director of Public Health

Approved as to legal form:

_____
County Counselor

Approved:

_____
Accounting Officer

Exhibit A: County's Obligations

County will be responsible for reviewing and approving all PDMP deliverables as well as approving changes to technical and functional documentation with Appriss. County will perform all management of the PDMP. The PDMP platform will be PMP AWARxE, the web-based PDMP platform created by Appriss.

County will provide access to appropriate users, as defined in St. Louis County, Missouri Municipal Code § 602.800-602.808. County shall provide Subscriber with any revisions to the authorizing ordinances. Table 1 outlines the authorized recipients, requirements for access, information provided, and level of access.

Table 1. PDMP Access.

Authorized Recipients	Requirements	Information Provided	Access
Local Public Health Agency (LPHA)	Will receive routine, quarterly reports from County. Can request additional reports from County that will be provided as resources are available.	County-specific reports on prescribing practices. Reports will contain aggregate & de-identified data.	Routine reports from County. Ad hoc reports upon request.
Prescribers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to prescribe controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing medical care for a patient.	Patient Rx & delegate user information.	Registered users and have full access to the PDMP.
Dispensers	Persons, or their duly designated delegates, whether in or out of the State of Missouri, who are authorized to dispense controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing pharmaceutical care for a patient.	Patient Rx & delegate user information.	Registered users and have full access to the PDMP.
Self	Request own dispensation information.	Personal Rx history.	Report upon completed request form.
Board of Pharmacy	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.
State Regulatory Boards	Regulate a professional authorized to prescribe or dispense controlled substances, and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the County Department of Public Health Director.	Information necessary to regulate industry as per their authority.	Routine reports from County. Ad hoc reports upon request.

Law Enforcement	Local, state, and federal law enforcement or prosecutorial officials, both in or outside Missouri, who are engaged in the administration, investigation, or enforcement of laws governing prescription drugs based on a specific case and under a subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.
MO HealthNet	Regarding MO HealthNet program recipients.	Eligible or enrolled patient Rx information.	Routine reports from County. Ad hoc reports upon request.
Judge/Judicial Officer	Under subpoena issued pursuant to court order.	All prescriber, dispenser, & patient information as specified in subpoena.	Report upon completed request form with accompanying subpoena.

County and Appriss will be responsible for initial provider and dispenser outreach. County will operate and maintain a PDMP website with relevant information for prescribers, dispensers, the public, and participating counties. County will maintain email communication and respond to all questions, comments, and/or concerns related to the PDMP.

County will provide technical assistance to users in the form of policy, registration, user account information, and user profile modifications. Appriss will be responsible for operating a help desk 24/7/365 to assist dispensers and users with data submission, query, analysis, reporting, and user name and password changes or resets.

County will notify Subscriber of BJA funding decision. County will follow the applicable billing schedule, dependent upon BJA funding, to invoice Subscriber according to Exhibit C: Participation Costs.

Exhibit B: Subscriber's Obligation

Subscriber will enact appropriate legislation authorizing participation in the PDMP and engagement in a User Agreement with County. Subscriber legislation must be consistent with St. Louis County Ordinance 26,352. Subscriber will submit a copy of authorized legislation with signed User Agreement.

Subscriber agrees to pay annual participation costs and follow the applicable billing schedule, dependent upon BJA funding, outlined in Exhibit C: Participation Costs.

Subscriber will provide requested information in Exhibit D: Subscriber W-9.

Subscriber will designate a local contact to receive reports and information from County.

Contact Name: Daniel Pekarek

Phone Number: (417) 623-6122

Email: dpekarek@joplinmo.org

Address: Joplin City Health Department

321 E. 4th St.

Joplin, MO 64801

Subscriber will be responsible for continued community engagement and outreach.

Subscriber will be onboarded on a quarterly basis after User Agreement is executed. The onboarding timeline is in Table 2, below. Onboarding consists of data submitters (dispensers) registering with Appriss and moving from testing to production (successfully submitting data). Data for Subscriber will be visible to users on a date determined by County and Appriss or by the first day of the quarter following onboarding.

Table 2. PDMP Onboarding Timeline.

Quarter A	Quarter B		Quarter C
County Legislation & User Agreement signed	Data Submitter Registration	Clearinghouse Testing → Production	PMP AWARxE live on 1st business day!

Exhibit C: Participation Costs

County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If awarded to County, this funding will cover the participation costs for Subscriber for the grant period. Table 3 contains billing schedules if County receives BJA funding; Table 4 contains the billing schedule if County does not receive BJA funding. County will notify Subscriber of the BJA funding decision by October 16, 2017. Subscriber shall comply with the applicable billing schedule, dependent upon BJA funding.

In the event County receives funding from BJA, the participation costs for Subscriber would be covered for the grant period, and Subscriber is responsible for participation costs for all subsequent years. For year 3 (period immediately following grant), Subscriber is responsible for the remainder of the year's cost. For each subsequent one-year term (January 1 through December 31), Subscriber will be invoiced on January 1 with payment due by January 31 of the term year. Subscriber's annual cost for all years can be found in Table 5.

In the event County does not receive BJA funding, Subscriber will be billed for prorated annual costs in year 1 and complete annual costs for all subsequent years. Year 1 is prorated based on go-live date. For example, if Subscriber is participating in initial implementation, year 1 costs will be 75% of the annual cost as the PDMP will be accessible to users for 75% of the year (April-December 2017). For each subsequent one-year term (January 1 through December 31), Subscriber will be invoiced on January 1 with payment due by January 31 of the term year. Subscriber's annual cost for can be found in Table 5.

Table 3. Billing Schedule if County receives BJA funding.

County Receives BJA Funding

Years 1-2 (2017-2019)	Year 3 (Q4 2019)	Year 4 (2020)	Year 5 (2021)
- BJA funding covers Subscriber's participation costs - No invoicing	- Invoice Date: 10/1/19 - Due Date: 10/31/19 - Period Covered: 10/1/19-12/31/19	- Invoice Date: 1/1/20 - Due Date: 1/31/20 - Period Covered: 1/1/20-12/31/20	- Invoice Date: 1/1/21 - Due Date: 1/31/21 - Period Covered: 1/1/21-12/31/21

Table 4. Billing Schedule if County does not receive BJA funding.

County Does Not Receive BJA Funding

Year 1 (2017)	Year 2 (2018)	Year 3 (2019)	Year 4 (2020)	Year 5 (2021)
- Invoice Date: 11/1/17 - Due Date: 11/30/17 - Period Covered: 4/1/17-12/31/17	- Invoice Date: 1/1/18 - Due Date: 1/31/18 - Period Covered: 1/1/18-12/31/18	- Invoice Date: 1/1/19 - Due Date: 1/31/19 - Period Covered: 1/1/19-12/31/19	- Invoice Date: 1/1/20 - Due Date: 1/31/20 - Period Covered: 1/1/20-12/31/20	- Invoice Date: 1/1/21 - Due Date: 1/31/21 - Period Covered: 1/1/21-12/31/21

Table 5. Subscriber Annual Participation Costs.

Jurisdiction	County Total Users	% of Total Users	User Fee $7 per User	% of Administrative Cost	Total Cost
Joplin (Jasper County)	320	1.8%	$ 2,240.00	$ 2,216.56	$ 4,456.56
Jasper County (exc Joplin)	52	0.3%	$ 364.00	$ 360.19	$ 724.19
Total Jasper County					$ 5,180.75
One Half (Split Between City and County)					$ 2,590.38
Joplin (Newton County)	7	0.0%	$ 49.00	$ 48.49	$ 97.49
Total Joplin					$ 2,687.87

Exhibit D: Subscriber W-9

Subscriber must submit a copy of W-9 with signed User Agreement for County to invoice Subscriber for PDMP costs.

In addition, Subscriber must provide following information:

Billing Address:

Contact Name:	Leslie Haase, Finance Director
Phone Number:	(417) 624-0820 Ext. 251
Fax Number:	(417) 624-4620
Email:	lhaase@joplinmo.org
Address:	Joplin City Hall
	602 S. Main
	Joplin, MO 64801

Mailing Address:

Contact Name:	Daniel Pekarek, Health Department Director
Phone Number:	(417) 623-6122
Fax Number:	(417) 624-6453
Email:	dpekarek@joplinmo.org
Address:	Joplin City Health Department
	321 E. 4th St.
	Joplin, MO 64801