

**INTERGOVERNMENTAL USER AGREEMENT  
BETWEEN THE CITY OF COLUMBIA, MISSOURI, AND ST. LOUIS COUNTY, MISSOURI**

This USER AGREEMENT (“Agreement”) is made and entered into on the date of the last signatory below, by and between St. Louis County (“County”) and the City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services (“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 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; and

WHEREAS, Subscriber is authorized to execute this Agreement by Ordinance No. \_\_\_\_\_.

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 (3) years. The parties may renew this Agreement for up to two (2) additional one (1) 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.**
  - a. The annual PDMP participation cost for Subscriber is \$7.00 per covered practitioner in Subscriber’s jurisdiction, plus an administrative fee proportional to prescriber population. The participation cost is subject to change during any renewal period.
  - b. County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If awarded to County, this funding would cover the participation costs for Subscriber for years 1 and 2. Subscriber is responsible for participation costs for all subsequent years. County may pursue funding opportunities for additional years of the program (years 3 and beyond). In the event County receives funding from BJA for years 3 and beyond of the Program, County will use the funding to reduce the costs associated with the program in accordance with the approved grant. County will invoice Subscriber on January 1 for entire year and the invoice shall reflect the application of any such funding awards to reduce the overall costs and administrative fees associated with the program.
  - c. In the event County does not receive funding from BJA, Subscriber shall pay County the annual PDMP participation costs set forth in section 4(a) and on Exhibit C. Exhibit C contains the annual participation costs and billing schedule which is applicable 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.**

- a. **Software.** County shall retain ownership of the purchased software. County represents and warrants that County has the legal authority to grant Subscriber and prescribers and dispensers in Subscriber's jurisdiction access to the Appriss software and use of the system for Subscriber's prescription drug monitoring program.
- b. **Data.** The Parties acknowledge that the Appriss software shall be used by dispensers and prescribers to enter individually identifiable protected health information and that personally identifiable health data is not owned by either Party to this Agreement. County warrants that County has sufficiently investigated the security of the software and has included in its agreement with Appriss sufficient protection of the individually identifiable protected health information. 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 Columbia Department of Public Health and Human Services  
1005 West Worley Street  
Columbia, Missouri 65203  
Attn: Stephanie Browning

**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 will select which user types can access the PDMP through the interstate exchange to ensure compliance with St. Louis County Ordinance 26,352. 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. If terminated by County for the County's convenience, County shall refund to Subscriber the annual participation costs prepaid by Subscriber which shall be prorated as of the termination date.
- 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. Upon termination of this Agreement, Subscriber will, at County's sole discretion, return to County or destroy the Documentation and all copies of the Software and Documentation thereof and certify in writing Subscriber's compliance with such obligation.
- 14. General Laws.** The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
- 15. Nature of Subscriber's Obligations.** All obligations of Subscriber under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
- 16. No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

[SIGNATURE PAGE FOLLOWS]

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 COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
Mike Matthes, City Manager

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

**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:

Approved:

\_\_\_\_\_  
County Counselor

\_\_\_\_\_  
Accounting Officer

## Exhibit A: County's Obligations

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

County shall 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 St. Louis 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 St. Louis 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 the court order.	Report upon completed request form with accompanying the court order.
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 court order.	Report upon completed request form with accompanying court order.

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

County shall 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 the terms of the Agreement and 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 the Agreement and 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: Stephanie Browning  
Phone Number: 573-817-6441  
Email: Stephanie.Browning@CoMo.gov  
Address: 1005 West Worley Street  
Columbia, Missouri 65203

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 (dispensars) 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.

<b>Quarter A</b>	<b>Quarter B</b>		<b>Quarter C</b>
County Legislation & User Agreement signed	Data Submitter Registration	Clearinghouse Testing → Production	PMP AWAxRxE live on 1 <sup>st</sup> business day!

### Exhibit C: Participation Costs

County shall pursue funding opportunities for Subscribers from the Bureau of Justice Administration (BJA). If County is awarded the funding, the funding will be used to cover the participation costs for Subscriber for years 1 and 2. Table 3 contains billing schedules for addressing both situations. County will notify Subscriber of the BJA funding decision. Subscriber shall comply with the applicable billing schedule, dependent upon BJA funding.

In the event County receives funding from BJA for years 1 and 2, the participation costs for Subscriber would be covered for years 1 and 2, and Subscriber is responsible for participation costs for all subsequent years. For year 3 and 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 4. In the event County receives funding from BJA for years 3 and beyond, County will provide Subscriber with a new billing schedule and invoices to reflect the application of the funding.

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 Subscriber in each of the subsequent years. Year 1 is prorated to 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 4.

Participation costs for Boone County shall only be assessed and payable by the Subscriber if Boone County establishes a Prescription Drug Monitoring Program and executes a User Agreement with St. Louis County.

**Table 3.** Billing Schedule.

County Receives BJA Funding		County Does Not Receive BJA Funding	
Years 1-2 (2017-2018)	Year 3 (2019)	Year 1 (2017)	Year 2 (2018)
- BJA funding covers Subscriber's participation costs	- Invoice date: 1/1/19 - Due Date: 1/31/19 - Period Covered: 1/1/19-12/31/19	- 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

**Table 4.** Subscriber Annual Participation Costs.

Jurisdiction	County Total Users	% of Total Users	User Fee \$7 per User	% of Infrastructure Cost	Total Cost
City of Columbia	1,068	5.9%	\$ 7,5476.00	\$ 7,397.76	\$ 14,873.76
Boone County (excluding Columbia)	17	0.1%	\$ 119.00	\$ 117.75	\$ 236.75
City of Columbia and Boone County TOTAL	1,085	6.0%	\$ 7,595.00	\$ 7,515.52	\$ 15,110.52



## **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: DeeAnn Bradshaw  
Phone Number: (573) 874-7347  
Fax Number: (573) 874-7756  
Email: DeeAnn.Palmer-Twenter@como.gov  
Address: City of Columbia- Public Health & Human Services  
PO Box 6015  
Columbia, MO 65205-6015

### **Mailing Address:**

Contact Name: Stephanie Browning  
Phone Number: (573) 817-6441  
Fax Number: (573) 874-7756  
Email: stephanie.browning@como.gov  
Address: City of Columbia – Public Health & Human Services  
PO Box 6015  
Columbia, MO 65205-6015