

This Master Services Agreement (the "Agreement") is entered into as of the 28th of October 2016, between St. Louis County ("County") and Appriss Inc., ("Contractor").

WHEREAS, County wishes to engage Contractor to provide services for implementation and operation of an application for a Prescription Drug Monitoring Program ("Program"); and

WHEREAS, Contractor is willing to perform such services for County; and.

WHEREAS, St. Louis County has adopted Ordinance 26,528 authorizing the County Executive on behalf of St. Louis County to enter into a contract with Appriss Inc., for the purposes stated herein;

NOW THEREFORE, in consideration of the mutual agreements set forth in this Agreement, County and Contractor agree as follows:

1. Definitions. "Authorized Personnel" means County's employees and staff augmentation contractors under County's direction and control.

"Confidential Information" means non-public information of a party including, without limitation, PMP data, Authorized User data, and the like. Confidential Information of Contractor includes, without limitation, the AWA Rx E Service. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient thereof without an obligation to maintain its confidentiality prior to receipt from disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; or (d) is independently developed by receiving party without reliance in any way on the Confidential Information.

"Documentation" means any user guides and manuals, whether in written or electronic form, provided by Contractor regarding the AWA Rx E Service.

"End Users" means prescribers, dispensers, data submitters, and other end users to whom County issues User IDs to access or use the AWA Rx E Service to input prescription history information into the AWA Rx E Service and/or to access prescription history.

"Implementation" means services provided by Contractor consisting of Contractor's standard implementation of the AWA Rx E Service based on Contractor's then-current implementation procedures.

"AWA Rx E Service" means the online application licensed to be used by County's Authorized Personnel and End Users to record and monitor prescription and drug data as authorized by law.

2. Services. Contractor shall provide the services described in Attachment A, Specifications of Work to be Performed and Contractor's Response to County's Request for Proposals ("RFP"), attached and incorporated herein as Attachment E. Contractor shall perform the services in compliance with the Project Plan and Timeline, attached and incorporated herein as Attachment D.

3. Compensation. In consideration of the services to be performed by the Contractor, County agrees to pay the Contractor in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$54,750.00 per year for the three year term of this Agreement. If the contract is renewed for years four and five, the County shall pay an amount not to exceed \$56,118.75 for year four and an amount not to exceed \$57,521.72 for year five. In accordance with Attachment B, County shall pay Contractor a sum not to exceed \$15,500.00 per year for the three year term of this Agreement to permit the City of St. Louis to purchase a subscription into the Program at a cost not to exceed \$15,500.00 per year. If the contract is renewed for years four and five, County shall pay Contractor a sum not to exceed \$15,887.50 for year four and an amount not to exceed \$16,284.69 for year five

to permit the City of St. Louis to purchase a subscription into the Program at a cost not to exceed \$15,887.50 for year four and an amount not to exceed \$16,284.69 for year five. In accordance with Attachment B, County shall pay Contractor a sum not to exceed \$7.00 per covered practitioner to permit other Missouri counties and municipalities to purchase subscriptions into the Program.

4. **Contract Term.** The period of the Contractor's performance shall begin upon contract execution and continue for a term of three years. Upon written agreement of the parties, this Agreement may be renewed for up to two (2) additional one (1) year periods.
5. **Amendment.** This Agreement may be amended only by written agreement of the parties.
6. **Termination.** The County shall have the right to terminate the contract immediately in the exercise of its absolute and sole discretion, upon written notice to the Contractor, at no additional cost. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties.

Contractor may terminate County's subscription to the AWARxE Service (in whole or in part) if County commits a material breach and fails to cure such breach within thirty (30) days of receiving written notice from Contractor.

This Agreement will automatically terminate in the event that either party becomes insolvent, admits its inability to pay its debts in writing, or ceases to carry on the business for which AWARxE Service is used. Provisions hereof relating to limits on liability, indemnification, license to use Prescription History Information, payment for the AWARxE Service, audits, and disclaimers of warranties shall survive the termination of this Agreement.

Effects of Termination. Immediately upon the effective date of the termination of this Agreement for any reason, all of County's rights granted hereunder will cease to exist. County will, at Contractor's sole discretion, return to Contractor or destroy the Documentation and all copies thereof and certify in writing County's compliance with such obligation. Within thirty (30) days of termination of this Agreement, Contractor will provide County with a pipe delimited file containing the Prescription History Information and other files as agreed by the parties. Following County's confirmation of receipt and extraction of data from such file, Contractor will provide certification that it has destroyed all Prescription History Information and other files in its possession. Additional professional service fees shall apply if County requests assistance from Contractor in connection with extraction of Prescription History Information.

7. **Entire Agreement.** This Agreement represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
8. **Applicable Law.** This Agreement is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this Agreement and any action or causes of action arising out of this contract. Any and all claims or causes of action arising out of this Agreement shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.
9. **Obligations and Subcontractors.** The Contractor agrees to be responsible for the accuracy and timeliness of the work submitted in the fulfillment of its responsibilities under this contract, whether completed by the Contractor or a subcontractor on behalf of the Contractor.
10. **Funding Out.** This Agreement shall terminate at such time, if any, that the County Council fails to appropriate sufficient sums in the budget year for which the contract applies to pay the amount due.

11. Independent Contractor. The relationship of the Contractor to the County shall be that of independent contractor and no principal agent or employer-employee relationship is created by the contract.

12. Indemnification. Contractor agrees to defend, indemnify and hold harmless the County, its elected and appointed officials, employees and volunteers from and against any and all liability for damage arising from injuries to persons or damage to property occasioned by any acts or omissions of the Contractor, its subcontractors, agents, servants, or employees.

Contractor will indemnify and defend County from and against damages, losses, expenses, and costs arising as a direct result of all claims, suits or proceedings brought by any third party to the extent any such claim, suit or proceeding alleges that the AWARxE Service, when used in accordance with this Agreement during the Term, infringe any U.S. copyrights or misappropriate any trade secrets (any such claim, suit or proceeding, a "Claim"). If the AWARxE Service (or any portion thereof) become, or in Contractor's opinion are likely to become, the subject of a Claim, then Contractor may, at Contractor's option and expense, either: (i) procure for County the right to continue exercising the rights licensed to County in this Agreement, (ii) replace or modify the AWARxE Service (or portion thereof) so that the AWARxE Service (or such portion thereof) become non-infringing, or (iii) terminate this Agreement by written notice to County and refund any prepaid funds not earned by Contractor as of the date of termination. Notwithstanding the foregoing, Contractor will have no obligation under this Agreement or otherwise with respect to any Claim based upon: (A) any unauthorized use, reproduction, or distribution of the AWARxE Service; (B) any access, use, reproduction, or distribution of the AWARxE Service after Contractor provides County with written notice that such access, use, reproduction or distribution has been prohibited or superseded or may be infringing on a third party's intellectual property rights; or (C) any modification of the AWARxE Service by any person other than Contractor or its licensors, suppliers, authorized agents or contractors. This Section states Contractor's entire liability and County's sole and exclusive remedy for infringement claims and actions.

Indemnification Procedures. As a condition of the foregoing indemnification obligations, County will (i) promptly notify Contractor of any indemnifiable Claim; (ii) give Contractor sole control over the defense and settlement of such Claim; and (iii) provide reasonable cooperation and assistance to Contractor in conducting its defense, at Contractor's expense; provided, however, that County may participate in the defense at its expense and County's advance written approval is required for any settlement that (a) imposes any obligation of payment on County, (b) does not unconditionally release indemnified party, or (a) requires any binding admission made on behalf of County.

13. Insurance. Before commencing work on this Agreement the Contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the County through the term of the Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Contractor for the Contractor's operations. These are solely minimums that have been established to protect the interests of the County.

Contractor agrees to carry the following insurance coverage during the period of this contract and will provide County with Certificates of Insurance for all required coverage prior to commencement of the services described herein.

Commercial General Liability Insurance. (CGL) The Contractor shall maintain CGL and if necessary, Commercial Excess or Umbrella insurance with limits of not less than \$2,800,000 for each occurrence. CGL insurance shall be written on an ISO occurrence form G 00 01 04 13 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products – completed operations, bodily injury, personal injury

and advertising injury, and liability assumed under an insured contract, (including the tort liability of another assumed in a business contract). St. Louis County shall be endorsed as additional insured.

Business Auto Liability. Contractor shall maintain for the duration of the Agreement a standard ISO version of Business Automobile Liability coverage form or its equivalent, providing coverage for all owned, non-owned, and hired automobiles with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage claims that may arise as result of operations under this contract. The County shall be endorsed as additional insured under the policy.

Professional Liability. Contractor shall maintain in force for the duration of the contract Professional Liability Insurance appropriate to the Contractor's profession. Coverage as required in this section shall apply to liability for a professional error, act, or omission arising out of the scope of the Contractor's services as defined in this contract. Coverage shall be written subject to limits of no less than \$1,000,000 per occurrence. The insurance coverage under such certificates shall be retroactive to the earlier of the date of the contract or the commencement of the Contractor's work on the project, and Contractor shall cause the same to remain in effect for a period of two (2) years after the expiration of the term of the Agreement or termination of the Agreement by the County.

Worker's Compensation Insurance. Contractor shall carry Worker's Compensation and Employer liability Insurance as required by the State of Missouri with statutory limits.

Contractor shall provide County with notice of policy cancellation, termination, or modification of any kind within thirty (30) calendar days of the change.

- 14. Reliance by the County on Representations.** All payments by the County under this Agreement will be made in reliance upon the accuracy of all prior representations by the Contractor, including but not limited to bills, invoices, progress reports, and other proofs of work.
- 15. Records Available for Audit.** The Contractor shall maintain all records pertaining to performance under this Agreement. "Records" means any written or recorded information, regardless of physical form or characteristics, which is produced or acquired by the Contractor in the performance of this Agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The records described shall be made available at reasonable times, upon reasonable advanced written notice, at no additional cost to County, and not more than one time in any 12 month period, during the period of the Agreement and for two years thereafter or for any period required by law for inspection. If any litigation, claim, or audit is started before the expiration of the two year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 16. Compliance with Applicable Law.** County and Contractor shall comply with all applicable federal, state, and local laws.
- 17. Conflict of Interest.** The Contractor shall not employ as a director, officer, employee, agent, or sub-contractor any elected or appointed official of the County or any member of his/her immediate family.
- 18. Protected Health Information.** The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations. Attachment C, a Business Associate Agreement, is attached and incorporated herein. County and Contractor shall comply with all terms outlined in the Business Associate Agreement.

19. Non-discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during their employment without regard to race, creed, color, gender, sexual orientation, gender identity, national origin, age, marital status, or disability. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer, rates of pay or other forms of compensation, and selection for training including apprenticeship. In the event of Contractor's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Contractor may be declared ineligible for further County contracts.

20. Intellectual Property/Work Product Ownership. All data, materials first gathered, originated, developed, prepared, or obtained as a condition of this Agreement and used in the performance of this Agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this Agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the County, regardless of the state of completion - unless otherwise specified in this Agreement. Such items shall be delivered to the County upon 30 days notice by the County.

The Contractor shall not sell or copyright a work product or item produced under this Agreement without explicit permission from the County.

If the Contractor is operating a system or application on behalf of the County, then the Contractor shall not make information entered into the system or application available for uses by any other party than the County, without prior authorization by the County. Nothing herein shall entitle the County to pre-existing Contractor's materials. For purposes of clarity, the AWAxRxE Service (as described herein) and all Documentation shall not be a work for hire as described above.

21. Software Licensing. Right to Use AWAxRxE Service. Contractor grants to County, during the Term (as defined herein), a limited, non-exclusive, non-transferable, non-sublicensable license to use the AWAxRxE Service for the prescription monitoring program in County's jurisdiction only and to authorize usage of the AWAxRxE Service by End Users solely for authorized purposes established by County and as described herein. County may grant access to Authorized Personnel subject to the terms and conditions of this Agreement. County acknowledges that all End Users shall be required to affirmatively agree to the terms of a click-wrap license that is consistent with the terms of this Agreement governing their use of the AWAxRxE Service.

Restrictions. Except as expressly authorized herein, County shall not (i) resell, broker, redistribute, republish, transfer, sublicense, or relicense the AWAxRxE Service; (ii) cause or permit the reverse engineering, disassembly, or de-compilation of the AWAxRxE Service; or (iii) modify or otherwise create any derivative works of or from the AWAxRxE Service. County will not, and will not permit any Authorized User or third party to (i) allow any access to or use of the AWAxRxE Service by any individual other than Authorized Personnel and End Users; (ii) remove, alter, or obscure any proprietary notices (including, without limitation, any copyright or trademark notices) of Contractor or its licensors from the AWAxRxE Service; (iii) access, use, reproduce, display, copy or use the AWAxRxE Service for the benefit of any person or entity other than for County's use; (iv) use the AWAxRxE Service for any third-party use including, but not limited to, training, facilities management, time-sharing, service bureau use, or data processing; or (v) attempt to circumvent or render inoperative any usage restriction features contained in the AWAxRxE Service. Any and all rights not expressly granted to County hereunder are reserved by Contractor. Nothing set forth in

this Agreement is intended to be, or is, a grant to County of any other intellectual property rights of Contractor. County shall require that all data that will be uploaded into the AWARxE Service is in a Contractor-approved format as defined in Attachment A. Additional professional service fees shall apply if County requests assistance from Contractor in connection with the conversion of data into an Contractor-approved format, including where County is migrating to the AWARxE Service from a third party vendor or custom software solution and requires a custom data feed.

Security; Compliance with Law. County acknowledges that it is County's duty to keep secure and hold in the strictest confidence all user identification codes and passwords for the AWARxE Service (the "User IDs"). Accordingly, County agrees to: (i) unless otherwise agreed, prohibit the sharing of User IDs among Authorized Personnel; and (ii) take all commercially reasonable measures to prevent unauthorized access to, or use of, the AWARxE Service or the data contained therein, whether the same is in electronic form or hard copy, by any third party. County agrees that any End User or other third party requesting information from the AWARxE Service must use approved interfaces for accessing such information. County agrees that its and the Authorized Personnel's use of the AWARxE Service, including data contained in the AWARxE Service, shall be in compliance with all applicable federal, state, and local laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended. County shall be responsible for the issuance and administration of all User IDs for Authorized Personnel and End Users, including the obligation to limit access by Authorized Personnel and End Users in accordance with state law. Contractor shall provide its standard AWARxE Service Documentation to County in an electronic format.

22. Ownership. "Contractor Property" means all of the following: (i) the AWARxE Service and the Documentation thereto; (ii) any deliverables and/or work product developed while providing the AWARxE Service under this Agreement; and (iii) enhancements, modifications or derivative works to the AWARxE Service. Subject only to the licenses expressly granted in this Agreement, as between Contractor and County. Contractor shall be the sole owner of all intellectual property rights in and to the Contractor Property. Contractor may utilize all ideas, suggestions and feedback, or the like that County provides to Contractor or otherwise makes with respect to the Contractor Property without any obligation to County. To the extent that County has or later obtains any intellectual property rights in and to the Contractor Property, or any future enhancement or modification thereto or any part thereof, by operation of law or otherwise, County hereby disclaims such rights, and assigns and transfers such rights exclusively to Contractor, and agrees to provide reasonable assistance to Contractor to give effect to such assignment and to protect, enforce and maintain such rights. Contractor acknowledges that End Users will use the AWARxE Service to submit prescription history information (the "Prescription History Information"). Contractor acknowledges that End Users may use the AWARxE Service to request Prescription History Information. County owns all right, title, and interest in and to the Prescription History Information.

23. Warranties; Disclaimer. Contractor warrants that the AWARxE Service will perform in accordance with the Documentation (the "Application Warranty") for a period of three (3) months following the start of Implementation (the "Application Warranty Period"). County must notify Contractor in writing of any claim under the Application Warranty prior to the end of the Application Warranty Period (the "Application Warranty Notice"). Contractor's sole obligation under the Application Warranty shall be to provide corrections of, or avoidance procedures for, the defect identified in the Application Warranty Notice.

Contractor warrants that the Implementation will be performed in a workmanlike manner consistent with generally accepted industry standards (the "Implementation Warranty"). Written notice of any claim under the Implementation Warranty must be made within thirty (30) calendar days of completion of the specific services which County alleges were not performed consistent with the

Implementation Warranty. Contractor's sole obligation under the Implementation Warranty shall be to re-perform the specific services which were not as warranted.

The AWARxE Service, the implementation, the maintenance, and all results derived therefrom, are provided to County and Authorized Personnel strictly "as is," and Contractor and its Licensors and suppliers expressly disclaim any and all warranties and representations of any kind with regard to the AWARxE Service, including, without limitation, any warranty of non-infringement, title, fitness for a particular purpose, functionality or merchantability, accuracy of results or information, whether express, implied, or statutory. No oral or written information or advice given by Contractor, its employees, or agents will increase the scope of the above warranties or create any new warranties. Contractor does not warrant that: (a) the AWARxE Service will operate uninterrupted; (b) all AWARxE Service errors can be corrected; (c) the applications contained in the AWARxE Service are designed to meet all of County's business requirements; or (d) the information or data provided by Contractor is accurate or error-free. County acknowledges that it has assessed for itself the suitability of the AWARxE Service for its requirements.

Neither party makes any representations or warranties with respect to Prescription History Information submitted by Authorized Personnel.

- 24. For U.S. Government End Users.** The AWARxE Service was developed at private expense and is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the AWARxE Service with only those limited rights set forth therein.
- 25. Third Party Licensors as Third Party Beneficiaries.** County acknowledges and agrees that certain rights licensed and certain services provided to County under this Agreement may be subject to rights held by third party providers (the "Third Party Licensors"). County acknowledges and agrees that any such Third Party Licensor shall be a third party beneficiary under this Agreement and may, with Contractor or independently, bring an action directly against County in the event of a breach by County of this Agreement or otherwise enforce on its own behalf and for its own benefit the terms and conditions of this Agreement in so far as they affect the right of such Third Party Licensor.
- 26. Export Control Notice.** County acknowledges the AWARxE Service, or any part thereof, is being released or transferred to County in the United States and is therefore subject to United States export control laws. County acknowledges its exclusive obligation to ensure that its exports are in compliance with all applicable export control laws. County shall defend, indemnify, and hold Contractor and its licensors harmless from and against any and all claims, judgments, awards, and costs (including County's noncompliance with applicable export laws with respect to the use or transfer of the AWARxE Service outside the United States by County or the Authorized Personnel.
- 27. Relationship of the Parties; Publicity.** County and Contractor are independent contractors of one another. Neither party shall at any time represent that they are authorized agents or representatives of one another. Contractor may, upon notice to County, issue press releases relating to County's status as a subscriber of the AWARxE Service and display County's name in Contractor's customer lists.
- 28. Force Majeure.** Excluding County's payment obligations, neither party shall be responsible for any delay or failure in performance resulting from occurrences beyond its reasonable control, including acts of God, war, terrorism, riot or other civil disturbance, outages of electrical,

telecommunications or computer server hosting services, acts of government, labor strikes, or lockouts.

29. Attachments. This Agreement includes following attachments, which are incorporated herein:

- Attachment A - Specifications of Work to be Performed
- Attachment B - Payment Provisions
- Attachment C - Business Associate Agreement
- Attachment D - Project Plan and Timeline
- Attachment E - Contractor's Response to County's RFP

APPRISS INC

By 

Name: Robert Cohen

Title: President, Appriss Health

STATE OF KY)

) SS.

COUNTY OF Jefferson)

On this 27th day of October, 2016, before me, in and for the above county and state, personally appeared Robert Cohen, to me personally known, who being by me did state that s/he is President of Appriss, Inc., a corporation organized and existing under the laws of the State of KY; and further acknowledged the said instrument and the execution thereof to be a voluntary act and deed of said limited liability company.


Witness
Leslie Townsend
10/27/2016

Witness Name Printed



Notary Public

My Commission Expires: _____

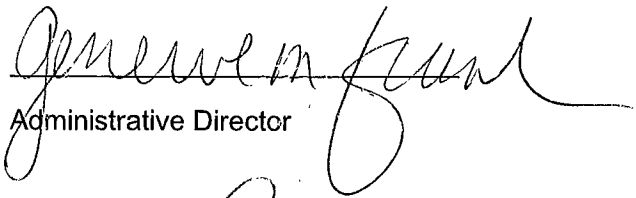
CRYSTAL L. RAMSEY
NOTARY PUBLIC
Kentucky, State At Large
ID # 556392
My Commission Expires 5/4/2020

ST. LOUIS COUNTY MISSOURI

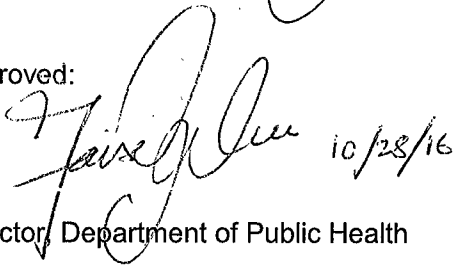
By:  _____

County Executive


Attest:


Administrative Director

Approved:

 10/28/16
Director, Department of Public Health

Approved as to legal form:


County Counselor

The County Accounting Officer hereby certifies that an unencumbered balance, sufficient to pay the total contract amount as above stated, remains in the appropriation account against which such obligation is to be charged.



Accounting Officer

ATTACHMENT A SPECIFICATIONS OF WORK TO BE PERFORMED

1. Purpose/Objectives.

The purpose of this contract is for Contractor to provide St. Louis County Department of Public Health (DPH) with ongoing operation, maintenance, and upgrading of the St. Louis County Prescription Drug Monitoring Program (STLCoPDMP) that provides mechanisms for collecting and uploading “real-time” data on all Schedule II, III, and IV controlled substances dispensed by St. Louis County and Expansion counties/municipalities licensed pharmacies and to respond to provider and pharmacy inquiries and queries about dispensing records of individual patients. “Real-time” data submission is to be defined as a batch data submission of at least once per day. The Contractor shall provide all services such as data import/export, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for the STLCoPDMP to fully function as further set forth in this Contract. This Contract specifies the obligations of each party with additional provisions detailed in the Attachments made part of this Contract.

Important deliverables of this Contract include but are not limited to:

- Data collection, screening, cleaning, and validation for all uploads delivered by licensed pharmacies in locations designated under the contract and expansion orders
- Pharmacy compliance functionality
- All analysis and reporting functionality
- All online registration functionality
- Training for STLCoPDMP staff and registered users
- All help desk functionality
- Maintaining positive relationships with the provider community

2. Services to be Performed.

A. Scope of Services

Support prescription monitoring services on behalf of St. Louis County, as follows:

- Accept electronic data submissions from all required dispensers as defined in the American Society for Automation in Pharmacy (ASAP) specifications (<http://asapnet.org/>)
- Provide a secure web-based solution for dispensers to submit information online
- Provide a secure web-based solution for authorized requesters to access information on-line
- Support analysis and reporting services
- Host and maintain all hardware and software necessary for the provision of the above services (not to include computers for reporting dispensers or any requesters data)
- Operate a help desk 24 hours per day, 7 days per week to assist dispensers and registered healthcare providers with data submission, analysis, reporting, and query assistance
 - Assist licensed dispensers needing to confirm correct data submission format
 - Respond to provider and pharmacy inquiries and queries about dispensing records of individual patients

B. DPH General Responsibilities

- Review and approve STLCoPDMP System (“System”) deliverables
- Approve changes to technical and functional documentation

- Provide input and clarifications to the Contractor for developing the deliverables
- Designate a sign-off authority
- Conduct System sign-off and acceptance
- Identify and assist DPH and other staff to attend training
- Manage staff attendance and participation in training activities
- Provide training facilities
- Participate in scheduled meetings and walk-through of Contract deliverables

C. Contractor General Responsibilities

- Configure, customize, implement, and host a secure and STLCOPDMP System
- Provide data collection, screening, cleaning, and validation for all uploads delivered by licensed pharmacies
- Run validation checks and edit checks against every record submitted
- Provide a pharmacy compliance reporting function at the pharmacy level
- Provide an online registration function
- Provide interstate data sharing functionality
- Conduct walk-through sessions of deliverables
- Prepare and submit deliverables for testing and approval
- Respond to questions regarding Contractor's Prescription Monitoring Program (PMP) policies, practices, procedures and operations
- Provide STLCOPDMP System maintenance and support to the level specified in this Contract beginning at Go Live
- Provide hosting to the level specified in this Contract beginning at the Go Live date
- Attend meetings or conference calls and present project status as directed by DPH
- Prepare and submit Project Status Reports
- Prepare and submit other specified project plans as deemed necessary and as required by DPH
- Within thirty (30) days of Contract termination and/or at the request of DPH, provide, in the format requested, a complete and accurate copy of the data obtained as a result of this Contract, prescriptions, registrants, and audit logs

3. Location of Services.

- A. The Contractor will host the STLCOPDMP System within the continental United States of America.
- B. The Contractor will train DPH staff members in the administration, support, and maintenance of the System as part of the implementation of the System. The training will be held onsite at the St. Louis County Department of Public Health in Berkeley, MO.

4. Program Implementation Schedule – Performance Milestones and Performance Measures.

A. Program Implementation Schedule – Performance Milestones

A draft Project Plan is included in Attachment D. This plan is subject to minor changes based on mutual agreement between both DPH and the Contractor. Satisfactory progress towards the

primary deliverables and performance milestones of the project are necessary inclusions for any submitted invoice to be paid by DPH.

All items on the Project Plan in bold are Performance Milestones and will be the primary markers of completion for determining satisfactory progress that is sufficient for billing. Any changes to performance milestones must be acceptable to both DPH and the Contractor. In the development of the Implementation Work Plan, both parties will set Performance Measures that demonstrate an appropriate work product that delineates the completion of the milestone.

5. Contract Deliverables/System Specifications

A. Pharmacy Uploads/Data Collection

Deliverable Requirements:

Contractor will develop and maintain a System capable of:

- i. Electronically and securely accepting "real-time" prescription data uploads from all covered licensed pharmacies and custom data uploads at any time for all pharmacies. "Real-time" data submission is to be defined as a batch data submission of at least once per day.
- ii. Accepting prescription data by other (non-electronic) secure means at any time interval for pharmacies that have been issued waivers by DPH staff. Contractor will provide the universal claim form for pharmacies.
- iii. Providing a secure web form or other electronic solution for health care providers who dispense controlled substances to report individual transactions.
- iv. Documenting and recording the outcome (success or failure) of each upload of prescription data attempted by uploading pharmacies.
- v. Generating and providing DPH staff with (1) the date of the upload, (2) the range of the dispense dates for all prescriptions included in the upload, and (3) flag uploads that have gaps of three or more days in dispense dates during routine processing.

Contractor will customize the System's compliance report feature to include a means of indicating which pharmacies have uploaded prescription data with gaps of three (3) or more days in dispense dates.
- vi. Collecting all data fields specified in the most current file specification standards issued by the American Society for Automation in Pharmacy (ASAP).
- vii. Providing ASAP compliant data and having the capacity to collect new data fields as ASAP makes them available.
- viii. Deriving (or otherwise collecting or generating) additional data fields from the ASAP fields uploaded by covered licensed pharmacies. Additional data fields include, but are not limited to, patient, prescriber, and dispenser county and daily morphine milligram equivalents (MME).

- ix. Identifying errors in the data uploaded by covered licensed pharmacies and flagging errors for correction by notifying the appropriate uploading pharmacy.
- x. Providing uploading pharmacies with the capacity to correct errors in uploaded data.
- xi. Providing administrative account holders with the capacity to monitor and/or audit changes or corrections made to uploaded data. This includes the tracking of error resolution.
- xii. Permitting pharmacies that do not have any prescription data for the previous 7 days to submit a zero report using the most current version of the ASAP Zero Reports Standard.

B. Pharmacy Uploads – Data Management and Cleaning

Deliverable Requirements:

Contractor will develop and maintain a System capable of:

- i. Running validation checks and edit checks against specified data fields in every prescription record submitted to the STLCOPDMP database and rejecting records that do not match the correct format, that do not have the correct content, or that have other errors in them for re-submission and/or correction by the uploader.
- ii. Screening uploaded data using data integrity thresholds (e.g. edit checks for accuracy and completeness) and standards selected by DPH staff.
- iii. Notifying pharmacy uploaders of errors or omissions in their uploaded data.
- iv. Providing uploaders with the capacity to correct errors in uploaded data and otherwise update uploaded data.
- v. Providing assistance for uploaders in order to help them submit clean and accurate data.
- vi. Tracking and logging all corrections, updates, or other changes made to prescription data.
- vii. Identifying uploads with unresolved, uncorrected errors such that they are easily identifiable for DPH staff.
- viii. Correcting any data quality issues discovered by DPH staff. Contractor will establish a methodology for DPH to communicate issues.
- ix. Flagging uploaders who have submitted prescription data but are not in the current Compliance Database and notifying DPH staff of these occurrences within 24 hours.
- x. Identifying and accurately linking all unique recipients in the database.
- xi. Eliminating duplicate recipients in the database and identifying unique patients to track recipient prescription histories in the database.
- xii. Standardizing recipient identifiers as links are established across prescription data upload.

- xiii. Linking recipients:
 - i. Recipient linking and deduplication is subject to review and approval by DPH staff.
 - ii. Recipient linking and deduplication will have the capacity to unlink the previously linked recipients if the combining of patient prescription histories was performed in error.
 - iii. Recipient linking and deduplication will automatically link recipient records that meet certain rigorous match criteria as well as the capacity to queue up recipient records that do not meet these match criteria for manual review by DPH staff.
 - iv. Recipient linking and deduplication will manually link recipient prescription data as needed even if they were not recognized by the automated match criteria.
- xiv. Recording all data fields for each uploaded prescription and storing for six (6) years. Each prescription will be available for query during this six (6) year period. Data older than six years will either be purged or archived to a standby database according to the instructions of DPH staff.

C. Web Based Application (WBA) for Querying Live Data in the VPMS Database

Deliverable Requirements:

Contractor will develop and maintain a WBA for Querying Live Data in the STLCoPDMP database capable of:

- i. Maintaining accessibility of the live data in the STLCoPDMP database to health care professionals who have registered with PMPAWARxE via a web-based application 24/7/365. Scheduled downtime must be communicated to DPH staff at least 5 business days in advance.
- ii. Independently browsing and providing registered users with the ability to query, analyze, and report from PMPAWARxE Database.
- iii. Delineating between master account holders and sub-accounts among its registrants.
- iv. Providing both master account holders and sub-accounts with the capacity to query the database for recipient prescription histories based on identification parameters established by DPH staff.
- v. Tracking all registrants' WBA query histories in the database and recording the following for each query: identification of the recipient, identification of the requestor, date that the request was received, date that report was provided, and the content of the report provided.

Delivering this tracking data to DPH staff in aggregate audit reports showing all the reports requested by each registrants' account (including their linked sub-accounts) over a given time period via flat files.
- vi. Providing prescribers with the capacity to generate a report of all dispensed prescriptions linked to their Drug Enforcement Administration (DEA) number.
- vii. Providing pharmacists with the capacity to query prescriptions that were dispensed either from their pharmacy (based on its DEA or NABP number).

- viii. Providing query results to registered users immediately at the time the information is requested.
- ix. Reviewing, processing, and distributing all final results and end products associated with batch files and larger reports requested via the WBA within 24 hours from the time of the data request.
- x. Maintaining a complete historical record (as opposed to only live data) for every master account that a delegate account is linked to after it is activated. At a minimum, this will include:
 - The license number of every linked master account holder.
 - The expiration date for every license number of every linked master account holder.
 - The DEA number of every linked master account (for prescriber delegates).
 - The expiration date for every DEA number of every linked master account holder (for prescriber delegates).
 - The first and last name of every linked master account holder
- xi. Maintaining a complete query history for every delegate. Delegate query histories will include the master-account for which every patient was looked up. If this data is not kept in the standard registration file, it needs to be kept in an auxiliary file that can easily be cross-matched to the registration table.
- xii. Providing delegate provider registrants with a query menu that includes a dropdown menu that contains the name of every master account holder that a given delegate is registered to work with.
- xiii. Providing DPH staff with the capacity to run any of the reports that master account holders and delegates can run.
- xiv. Providing DPH staff with the capacity to generate threshold reports at a frequency determined by DPH staff. Threshold definitions and report content will be defined by DPH staff. At a minimum, threshold reports will use unique recipient identifiers to detect recipients who visited x number of pharmacies and/or x number of prescribers during a given time period. The reports will also identify all prescribers and pharmacists associated with the prescriptions dispensed to these recipients during the time period specified and indicate their registration status with DPH. Threshold reports will be modifiable, to allow for future changes in threshold definitions.
- xv. Providing DPH staff with the capacity to send threshold notices to prescribers in both email and letter format in order to inform them that they provided treatment for a patient that crossed a threshold. These notices should be sent regardless of whether or not they have registered with PMP AWARxE. If the user has registered to request reports, the System can send them an email to alert them to a threshold report available to review upon login. This way the System can avoid having to send all threshold reports by mail.
- xvi. Providing online data querying capabilities for DPH staff to run various standard and ad-hoc queries.
- xvii. Allowing DPH staff to post resources (links/documents, videos, etc.) for System users to access. The System will also have a message board on the home screen that DPH staff can access to post messages to System users as well as an email blast feature to be used to contact registered users.

- xviii. Providing an administrative function that provides System statistics on (at minimum) data uploads and user registration, access, and use. The details of this functionality will be defined jointly by Contractor and the DPH staff.

D. Static Data Files for Analysis

Deliverable Requirements:

Contractor will develop and maintain a System capable of:

- 1) Delivering static data file copies of the entire database to DPH staff upon request in a file format that is readily imported to standard analytical tools (e.g. SAS; R; SPSS; etc.). Data files will be delivered to DPH staff via methods approved by DPH IT staff such as secure file transfer (SFT). The request for data files will be done utilizing the change order process and in accordance with the pricing exhibit.
- 2) Generating standard reports pertaining to database administration and management on a schedule to be determined with DPH, at a minimum, quarterly. These reports will contain data collection, error reporting and correction, database volume, and user access information. The specific content and details of the reports will be defined jointly by DPH staff in collaboration with the Contractor.

E. Registering PDMP Users

Deliverable Requirements:

Contractor will develop and maintain a system capable of:

- 1) Restricting access to the database. Only registered users will be granted access to data in the STLCOPDMP database.
- 2) Automating the registration process but stringent enough to ensure that only applicants with legal permission to access the data are granted active accounts.
- 3) Providing an online registration system that (1) validates the identity and credentials of applicants, (2) activates accounts for applicants who meet registration requirements, and (3) collects, stores, and manages all applicant data specified by DPH staff. All aspects of the system's online registration capacities are subject to approval by DPH staff.
- 4) Providing DPH staff with all registrant data upon request. Data will be provided to DPH staff for registrants with active accounts, registrants with deactivated accounts, registrants with deleted accounts, as well as applicants with denied or unprocessed accounts.
- 5) Providing an online registration system with the following capacities, at a minimum:
 - Identify all applicants by name
 - Identify all applicants by Registration ID
 - Identify all applicants by User Name
 - Identify the license type of all applicants (where applicable)
 - Identify the DEA Number of all applicants (where applicable)

- Identify the State License Number of all applicants (where applicable)
- Identify the NPI Number of all applicants
- Identify the User Status of all applicants
- Use the online registration system to identify why an applicant did not auto-approve
- Use the online registration system to identify data entered and reference data when mismatches occur for applicants that do not auto-approve
- Approve or deny all applicants that do not auto approve

Contractor will customize fields to ensure DPH receives the necessary data.

- 6) Providing an online registration system with the capacity to validate the identity and credentials of applicants using thresholds provided by DPH. DEA numbers and NPI numbers shall be verified and documents uploaded to verify identity.
- 7) Providing public access to the delegate (sub-account holders) online registration pages. Upon registering the delegate's account, it will be checked against the master account holder's information for validation. Then, a notification will be sent to the master account holder requesting they either confirm or deny the delegate account.
- 8) Providing log in and use of PMP AWARxE by all registrants upon account activation.
- 9) Providing auto-approval criteria for master account holders to include but not be limited to:
 - Applicant submitted Drug Enforcement Administration (DEA) number (obtained by Contractor from DEA) must match and link to a DEA number in the DEA reference file (for prescribers only, not pharmacists)
 - The name associated with the application should match what is on file in both the license reference file and the DEA file
- 10) Ensuring that accounts that do not auto-approve will be queued for manual approval or denial by DPH staff.
 - DPH staff should be able to review, modify, approve, or deny applications that go into the manual review queue
 - The Contractor will schedule a weekly automated re-check of the unprocessed applications that have been in the manual review queue for more than a week
- 11) Informing DPH staff where validation fields are concerned, if discrepancies between an applicant's data from the online application and any reference data are encountered and informing staff of the problem and providing them with the discrepant data fields for comparison in the manual review queue.
- 12) Providing denial email notifications to applicants after review by DPH staff.
- 13) Enabling delegate sub-accounts to have a many-to-many relationship with master account holders.
- 14) Providing master account holders with accountability for activating their sub-accounts. As such:
 - The Contractor will create an edit check that ensures that only delegate applications that specify a valid master account holder with an active account can be submitted
 - Delegate applications will not produce active delegate accounts until the master account specified in the delegate application manually links the delegate to his/her master account

- Provide educational materials that communicate the liability and responsibilities of the master account holder to the sub-accounts.
- Once the master account holder links the delegate:
 - The master account holder will be notified via auto-generated emails that the link was made successfully; and
 - The delegate will receive auto-generated email notification regarding the now active account (notification will include login instructions, PIN, and temporary password etc.).

15) Providing DPH staff with the capacity to delete or deactivate any account as needed. All deleted accounts will be issued "soft" or "logical" deletes in which the accounts will appear to be deleted from the online application, but all records are in fact preserved by the Contractor so that they are available as historical data for DPH staff.

16) Providing DPH staff with the capacity to determine the number of system queries that are performed by users.

17) Ensuring that delegate accounts auto-deactivate if all of the master accounts the delegate is linked with are deactivated, or if they are unlinked from all master accounts. Delegates will be automatically notified of any and all actions surrounding their account.

F. System Configuration, Administration and Access

Deliverable Requirements:

Contractor will provide:

- 1) The initial round of System testing and configuration as well as coordinating the user acceptance testing with DPH staff.
- 2) Three Systems environments for use by DPH:
 - A training environment for registered users to be populated with fictitious but believable data which supports training on uploading data to the database, running queries with the online application in the database, and otherwise using the prescription data
 - A testing environment for DPH staff to evaluate all aspects of the Contractor's Contract deliverables
 - A production environment that encompasses the active prescription and registration databases and all aspects of the Contractor's work to validate and manage data and provide access to it
- 3) Training to DPH staff pertaining to all aspects of the System created to satisfy functional requirements as outlined above in F.2). This training will cover all aspects of System configuration, administration, and support. Trainings will be provided:
 - At intervals determined by DPH
 - When new DPH staff are hired, this can be done on-line
 - When the Contractor-provided system undergoes changes or enhancements
 - As part of regular (annual) meetings with DPH staff
- 4) Up-to-date and reproducible materials for initial and continued training pertaining to the use of their deliverables unique to each end user type (pharmacists, prescribers, DPH and other

County staff etc.). This includes updating training materials when enhancements are added to the PDMP.

- 5) Training materials that are specifically designed for the Missouri Expansion Counties/Municipalities to roll on to the system as determined by the unique environment of Local Jurisdictions determining their participation in the PDMP system.
- 6) An online help feature for all System users.
- 7) Training and new user orientation services (content to be approved by DPH staff) for newly registered users and will assist these users in the initial configuration of their accounts.
- 8) A help desk available to registered users and applicants for support with registration, uploading prescription data, web-based collection, analysis, reporting, and the administration of passwords and user accounts. It is expected that most calls will be placed during normal business hours (Central Standard Time) but that some support may be needed at all hours for querying patient prescription histories and web-based reporting etc.

G. System Integration and Data Sharing

Deliverable Requirements:

Contractor will develop and maintain the capacity to engage in interstate data sharing.

6. Contract Termination and Transition.

- A. Fifteen (15) days prior to termination of the Contract by the Contractor or DPH, or six (6) months prior to the expiration of the Contract, the Contractor shall provide to DPH a written transition plan designed to ensure a smooth, timely turnover of data from Contractor to DPH. The Contractor shall take all reasonable action to provide a minimally disruptive transition. DPH shall approve the written transition plan, at no additional cost, prior to its implementation.
- B. In the event that the State of Missouri passes a statewide initiative authorizing a separate PDMP, the Contractor will develop a transition plan for all participating counties to migrate to the statewide system, regardless of who the State Contractor is. This transition plan will begin within 60 business days of a PMDP bill being signed by the Missouri Governor and will include DPH and the State representatives as co-partners in the development of the plan. These partners will maintain consistent communication to develop the plan as the State moves forward with implementation.
- C. Provided that the data is provided in a format agreed upon by Contractor, within ten (10) business days of a request by DPH, and at no additional cost to DPH, the Contractor shall ensure the transfer of all electronic and paper files, including archived files, at the termination of the Contract. Paper files will be provided in paper format; electronic files will be provided in format agreed upon above per the change order. Provided, however, in the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of, or becomes subject to any proceeding under the Federal

Bankruptcy Act or any statute of any state relating to insolvency or the protection of right of creditors, the Contractor shall immediately return all Data to DPH control; including, but not limited to, making all necessary access available for the purposes of downloading all Data. DPH reserves the right to transfer all data to any future Contractor. Final payment by DPH shall be withheld pending receipt and acceptance of all data.

7. Project Management, Project Planning, Meeting Protocols, Status Reports, Corrective Action Plan and Change Control Process.

A. Project Management

- 1) The Contractor will provide a project manager ("PM") and his/her effort will incorporate all the tasks necessary to successfully implement the project. These tasks will include updating Project Plans, assigning staff, scheduling meetings, reviewing status reports, addressing project issues and change orders, and preparing presentations for State stakeholders. Contractor's Project Manager shall have overall responsibility for the project deliverables, schedule, and successful implementation of the project as planned and all activities of Contractor's resources. The PM shall maintain consistent and thorough communication with DPH Staff.
- 2) The DPH Project Manager shall supervise the Contractor's performance to the extent necessary to ensure that the Contractor meets performance expectations and standards. Contractor's Project Manager shall work closely with the DPH Project Manager on a day to day basis.
- 3) DPH shall require, at a minimum, that the Contractor's PM provide the following Project Management deliverables:
 - i. Contractor PM to work with DPH project team to finalize a detailed implementation work plan. The Contractor PM shall maintain and update the project plan on a regular basis (at least weekly, if not daily).
 - ii. Project kickoff meeting.
 - iii. A detailed Project Management Plan.
 - iv. Weekly project status reports as per Section D below.
 - v. Up-to-date project issues log.
 - vi. Up-to-date risk log.
 - vii. Weekly project team meetings which shall include meeting agendas and meeting discussion log, action items and update issues and risk logs accordingly.

B. Planning

DPH and Contractor Project Managers will arrange for kick-off dates and procedures for reporting status and resolving issues. This will provide an opportunity to introduce all project teams and walk through the project management plan and key milestones.

C. Protocols

For regular weekly project status meetings, Contractor's Project Manager shall provide a meeting agenda at least one business day in advance of the scheduled meeting.

D. Status Reports

- 1) Contractor's Project Manager shall submit weekly project status reports prior to the weekly project status meeting. The project status report will contain the following information:
 - Project stage(s) and tasks incomplete, behind schedule, or accomplished
 - All tasks planned for the coming two weeks
 - Updated status of tasks and any corrective actions undertaken
 - Expected start and finish dates for these project stage(s) and task(s) per project baseline
 - Currently expected start and finish dates
 - Reason(s) for variance, if any
 - Estimated effort and resource usage per project baseline
 - Currently expected effort and resource usage
 - Reason(s) for variance, if any
 - Synopsis of currently outstanding issues and their status
 - Summary of the current overall "health" of the project
- 2) The DPH Project Manager and Contractor's Project Manager will come to agreement on the exact format of the project documentation and collaboration reports, at or before the project kick-off meeting.
- 3) Each report shall include a project dashboard at the top outlining the overall status of the project in terms of the standard triple constraint: cost, time, resources (using a legend or icon of green, yellow, and red based upon the following definitions):
 - Green – on track to deliver committed scope by committed deadline with committed resources/funding.
 - Yellow – not on track to deliver committed scope by committed deadline with committed resources/funding, but have a plan to get back to green.
 - Red – not on track and currently do not have a plan to get back to green. Need project management intervention or assistance.

In the event of yellow or red overall project status, there should be a specific task(s) and/or issue(s) identified as yellow or red which are the root cause of the overall project status being yellow.

The report should include a budget section outlining original Contract costs by deliverable with billed and paid-to-date information by deliverable and in total.

E. Corrective Action Plan

The Corrective Action Plan is a defined protocol meant to structure responses to defects with STLCopDMP functionality. In the event that defects with System functionality are discovered, the following corrective action plan will be adhered to:

- 1) Problem Definition – DPH will notify the Contractor that STLCopDMP functionality has been interrupted, compromised, or otherwise found deficient and provide a clear description of the problem(s) being encountered. If necessary, DPH will also outline which Contract deliverables the problem(s) are relevant to.
- 2) Root Cause Evaluation – DPH will notify the Contractor if any defects arise and within 24 hours of being notified, the Contractor will describe the root causes of the defect(s) to the State.

- 3) Expected Outcomes – DPH will respond by delivering its expected outcomes to the Contractor.
- 4) Action Steps – The Contractor will submit a detailed list of the actions it plans to take to resolve the defect(s) in response to DPH's expected outcomes. These actions should include simple, measureable solutions that address the root causes of the defect(s). Each action should have a designated Contract staff person who is accountable for it as well as an achievable deadline associated with it. These action steps, means for tracking their resolution, staff assignments, and deadlines are subject to approval by DPH.
- 5) Certification – A formal Corrective Action Plan document detailing 1) through 4) above will be created and signed by representatives from DPH and the Contractor. A certified Corrective Action Plan will be produced no later than seven (7) business days after the Contractor has been notified of interrupted, compromised, or otherwise deficient functionality as defined by the Contract deliverables. (If unforeseen circumstances dictate that the seven day deadline cannot be adhered to, then the Contractor may propose an alternative timeline that is subject to approval by DPH staff.)

F. Change Control Process (e.g. Enhancements)

- 1) Any change to the Contract that alters one or more aspects of the Project scope, schedule, deliverables, or cost, may require a formal Change Request and or Contract amendment. While such changes may typically incur additional costs and possible delays relative to the project schedule, some changes may result in less cost to DPH (i.e. DPH decides it no longer needs a deliverable in whole or part) or less effort on the part of Contractor. A change order shall define the effort involved in implementing the change, the total cost or associated savings to DPH of implementing the change, and the effect, if any, of implementing the change on the project schedule.
- 2) Change Orders will be developed jointly and every effort will be made to adhere to the approved Project Plan. The Project Manager for DPH and the Project Manager for Contractor will decide whether a formal Change Request is necessary. If a formal Change Request is necessary, the Project Manager for the requesting party will prepare a Change Request in a form acceptable to DPH detailing the impacts on scope, schedule, deliverables, resources, and cost. Once completed, the Change Request will be submitted to the non-requesting party for review. The non-requesting party will make its best efforts to either approve or deny the Change Request in writing within (10) business days. In no event shall any delay in the approval or denial of a Change Request constitute a deemed approval by DPH.
- 3) DPH Staff will employ the Change Order Process in adding additional jurisdictions to the STLCopDMP system as Missouri Expansion Counties/Municipalities set their legislation and sign appropriate User Agreements with DPH. DPH will inform the Contractor of the upcoming change as soon as possible and will work collaboratively on the completion of the Change Order. All Change Orders that are initiated and completed within the first 60 days of a quarterly billing cycle can be added to that quarter invoice to DPH. All Change Orders initiated or completed within the last 30 days of a quarterly billing cycle will be included in the following quarterly invoice.

8. Enhancements.

As part of this Contract, Contractor will inform DPH of any projected system enhancements and updates to the User Agreement must be mutually agreed upon prior to any invoicing or billing arrangements are made. All enhancements that have an additional cost will be submitted to DPH at least 60 days in advance as all changes to this contract must go through full legislative review prior to accepting changes.

9. Contractor Personnel.

- A. Contractor shall assign appropriate staff to meet the requirements of this Contract as set forth in the Contract deliverables and provide names and contact information to DPH:

DPH may, subject to compliance with applicable law and at its sole expense, conduct reference and background checks on Contractor Key Project Staff. DPH reserves the right to require removal or reassignment of Contractor Key Project Staff who are found unacceptable.

The Contractor agrees not to use subcontractors for any portion of this engagement.

B. Control of Contractor Personnel

Contractor shall be fully responsible for the management, compensation, and performance of all its employees, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to DPH policies and procedures, of which Contractor is made aware while on DPH Premises, and shall behave and perform in a professional manner. DPH, may, in its reasonable discretion, require Contractor to replace any Contractor employee, including but not limited to Key Personnel, working hereunder who does not adhere to, behave, and perform consistent with DPH policies and procedures, or otherwise engages in unprofessional or unethical conduct, or abuses any illegal substance or alcohol, or engages in illegal activities, by written notice to Contractor of the requirement of replacement, or with whom there are irresolvable personality conflicts. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Personnel and replace all other personnel within fifteen (15) business days of receipt of the written notice unless otherwise mutually agreed.

10. Reporting.

All reporting formats will be established as part of the Implementation Work Plan. Report formats and content will be subject to DPH approval.

- A. Weekly updates on Implementation Work Plan to include key activities, timeframe, and other details as agreed upon by DPH PM and Contractor PM.
- B. Weekly updates on Project Work Plan/Schedule to include key activities, timeframe, and other details as agreed upon by DPH PM and Contractor PM.
- C. Weekly status reports as referenced in 7.D. above and other details as agreed upon by DPH PM and Contractor PM.

Weekly reporting shall be sent to:

Program Manager at EVarner@stlouisco.com

Assessment, Evaluation and Policy Manager at KDonaldson@stlouisco.com

Director of Health Promotion and Public Health Research at SSchmidt@stlouisco.com

- D. The Contractor shall track and report System outages and downtime to the Program Manager through resolution; they will appear on the monthly Report of System Outages and Downtime.
- E. The Contractor shall track call support and problem resolution and provide a monthly Report of Support Requested and Response Provided.
- F. The Contractor will provide a Quarterly Self-Assessment of how it has met or exceeded deliverables within the reporting period.

Monthly and Quarterly Reporting shall be sent to:

Program Manager at EVarner@stlouisco.com

11. Hosting Services.

- A. The Contractor will host the County solution within the continental United States of America.
- B. The Contractor will provide documentation of AWS certification.
- C. The Contractor is required to guarantee the service level terms of any hosting provider.
- D. The Contractor shall apply service level credits for the failure to meet service level terms.

12. Maintenance and Support.

The Contractor will provide maintenance and support services for the PMP AWARxE Service. The maintenance and support services will include requested bug fixes to the application software. The Contractor will provide DPH 30 days written notice of changes to PMP AWARxE. Such notice shall identify any proposed cost to County. Any proposed cost must be approved in writing by County prior to invoicing by Contractor.

A. Maintenance:

- i. The Contractor shall make available to DPH any new release of the licensed Product. A Product Release is a new version of the PMP software that may include error corrections and/or enhancements. There is no definite time period as to when a new release will be available.

B. Support:

The Contractor will provide a help desk located in the United States which will be staffed to accommodate, at a minimum, 24 hours a day, 7 days a week.

The Contractor shall track call support and problem resolution and provide a quarterly Report of Support Requested and Response Provided.

13. Contractor's Representations and Warranties.

- A. **General Representations and Warranties.** The Contractor represents, warrants and covenants that:
- 1) The Contractor has all requisite power and authority to execute, deliver, and perform its obligations under this Contract and the execution, delivery, and performance of this Contract by the Contractor has been duly authorized by the Contractor.
 - 2) There is no outstanding litigation, arbitrated matter, or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
 - 3) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
 - 4) The Contractor owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the deliverables as set forth in this Contract and none of the deliverables or other materials or technology provided by the Contractor to DPH will infringe upon or misappropriate the intellectual property rights of any third party.
 - 5) The Contractor has adequate resources to fulfill its obligations under this Contract.
- B. **Contractor's Performance Warranties.** Contractor represents and warrants to DPH that:
- 1) All deliverables will be free from material errors and shall perform in accordance with the specifications therefor.
 - 2) Each and all of the services shall be performed in a timely, diligent, professional, and workpersonlike manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training, and experience to perform such services in the planned environment. At its own expense and without limiting any other rights or remedies of DPH hereunder, the Contractor shall re-perform any services that DPH has determined to be unsatisfactory in its reasonable discretion, or the Contractor shall refund that portion of the fees attributable to each such deficiency.
 - 3) All deliverables supplied by the Contractor to DPH shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing, and free and clear of any and all lines, claims, mortgages, security interests, liabilities, and encumbrances of any kind.
 - 4) Any time software is delivered to DPH, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data, or peripheral equipment of or utilized by DPH. Notwithstanding the foregoing, Contractor assumes no responsibility for DPH negligence or failure to protect data from viruses, or any unintended modification, destruction, or disclosure.
- C. **Limitation on Disclaimer.** The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.
- D. **Effect of Breach of Warranty.** If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, DPH shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall provide at no additional cost of any kind, the maintenance required.

14. Software.

The Contractor will provide as a subscription basis, the PMP AWARe prescription monitoring system, the PMP Clearinghouse data collection system, the PMP Insight business intelligence module, interface with the PMPi interstate exchange, and consistent information about participation in the PMP Gateway EHR interface.

15. Service Levels.

As part of software support, the Contractor will respond to all support emails received from DPH according to their severity level.

The tiered severity levels and service level standards offered by Contractor for AWARe Gateway Service are below.

AVAILABILITY.

Availability Target. Contractor will target an availability metric of ninety-nine and five tenths percent (99.5%) of uptime in a calendar month, as measured by the number of actual hours available (excluding agreed upon or excused downtime) as a percentage of total hours (the "Availability Target"). Contractor uses the following formula to determine availability:

$$100 - (\text{Aggregated Unpermitted Downtime} \div \text{Aggregate Monthly Minutes}) = \text{Availability}$$

"Aggregated Unpermitted Downtime" is the number of minutes of downtime during the month other than Excluded Downtime.

"Aggregate Monthly Minutes" means the aggregate number of minutes within the month.

"Excluded Downtime" means downtime caused by any of the following:

- (a) Contractor scheduled maintenance, when County is provided with advanced notice of no less than one business day;
- (b) Contractor's standard weekly maintenance window from 4:00am to 6:00am Eastern Time each Wednesday (Contractor reserves the right to change its standard weekly maintenance window at any time upon reasonable advance notice to County);
- (c) any County circuits or equipment;
- (d) County's applications or equipment, (including, but not limited to HTML, JAVA, JAVA SCRIPT, Active Server Pages, Perl, CGI, or Coldfusion);
- (e) acts or omissions of County;
- (f) Force Majeure Events; or
- (g) Unavailability of state PMPs or PMP Data or systems used to access PMP Data, or Third Party Materials.

REQUESTS FOR SUPPORT.

Support Requests. Contractor will provide support to County's users. Support will be provided on a 24 hours, 7 days a week, 365 days a year basis through the Appriss Customer First Center (CFC). Support may be requested by County's users via email phone as described in Contractor's support policies. Contractor will target to respond to each request for support based on the priority level assigned to the matter as described in the following table:

Priority Level	Description	Response Time* Target (Business Hours from
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creation of service ticket by CFC)

1	<p>The Gateway Service is non-operational or users cannot access the system, or the functionality is significantly decreased or back up or other security of data can no longer be performed. The defect affects mission-critical functions or information in the production environment and may include, but not be limited to, data loss or corruption, system crash or missing major functionality. This may include any defect related to system availability, overall data integrity, or ability to serve the County.</p>	1
2	<p>The Gateway Service is operational with functional limitations or restrictions but there is minimal business impact. Under a Priority 2, the defect will have a large impact on the functionality of the application, but does not require immediate release into the production environment. This defect allows continued use of the application, but there is a known compatibility or operability disruptions with no known County acceptable work-around or missing minor functionality.</p>	2
3	<p>The Gateway Service is operational with functional limitations or restrictions that are not critical to the overall system operation, and the defect has a moderate impact on the functionality of the application. However, the application remains usable by all groups. A functional error exists for which there is a County acceptable workaround. Failures assigned this priority level cause no delays in production.</p>	8
4	<p>The Gateway Service is operational with problems or errors, which have little impact on system operations. Priority 4 shall include, but are not be limited to, documentation errors. Priority 4 defects have a minor or cosmetic error in the functionality of the application in a production environment. Defect has no impact on the ability to execute a production application however. Failures assigned this priority level cause no delays in production.</p>	24

***Response Time means acknowledgment by Appriss of receipt of the reported issue.**

The Contactor will adhere to the Corrective Action Plan as described in Attachment A, Section 7.E. of this document.

Escalation Procedure. For any issues relating to unsatisfactory work production or severe defects by the project team, the Contractor’s project manager will endeavor to first understand and then resolve the issue directly with DPH Staff. If for any reason the project manager does not manage any issue to DPH’s satisfaction, the issues may be escalated.

The Contractor will deploy the resolved code patch and any necessary database scripts to the test environment. Upon successful User Acceptance testing by DPH, the resolved code patch will be deployed to the production environment.

16. Security, Disaster Recovery, Business Continuity Procedures, Controls.

- A. Contractor will provide DPH with details of the Business Continuity and Disaster Recovery Strategy which will provide sufficient information to understand and incorporate contingencies in the Implementation Work Plan and for operational procedures for the term of the relationship.
- B. Access to the data center will be limited to individuals who require it to keep the System functioning and controlled by multiple layers of physical access barriers, including but not limited, to: lock-and-key and biometrics.
- C. The system will be kept current with appropriate patches and updates.
- D. Data backups will be stored in multiple AWS Availability Zones and restored within 30 minutes to reduce any extended business impact at the point of failure.

17. Confidentiality.

- A. Contractor must comply with 42 CFR Part 2, Confidentiality of Records. (<http://www.ecfr.gov/cgi-bin/text-idx?SID=17b71d52c966d80bb8c26f78bc2ce5cb&node=42:1.0.1.1.2&rqn=div5>)
- B. Contractor must comply with 45 CFR Part 164, HIPAA Privacy Regulations. (<http://www.ecfr.gov/cgi-bin/text-idx?SID=887ffd34166fbe9e1461879e7d648fc1&node=pt45.1.164&rqn=div5>)

**ATTACHMENT B
PAYMENT PROVISIONS**

The Pricing Exhibit will be maintained for the initial 3 years of the Contract Term and the two optional renewal years and shall not be changed unless agreed upon by both parties in writing and authorized by additional County legislation. Invoices must be submitted with a Quarterly Report that includes:

- Report of Support Requested and Response Provided
- Up-time Percentage for system
- Participating Counties
- Trainings Performed
- System Updates
- Additional Items as determined by the Implementation Work Plan

All invoices from Contractor will be submitted quarterly and have separate billing lines for:

- 1) St. Louis County- \$13,687.50 per quarter
- 2) St. Louis City- up to \$3,875.00 per quarter
- 3) Any participating Missouri Expansion Counties/Municipalities that have completed User Agreements and Change Orders within the first 60 days of the quarter may be included in the bill at ¼ of the price according to the table below.
- 4) Additional trainings that are specifically for Missouri Expansion Counties/Municipalities and require travel to those Missouri Expansion Counties/Municipalities will be billed at \$1,500.00 per visit to those jurisdictions and must be arranged and agreed upon in advance with at least 90 days notice.
- 5) Any Change Orders that have been approved by both parties that have an associated cost that is not included in the original proposal.
- 6) All services requiring a professional services hourly rate will be negotiated through the Change Order process.

Missouri Expansion Counties/Municipalities and User Fees.

All charges for Missouri Expansion Counties/Municipalities will conform to the included table and include testing and educational materials for expansion counties. This table assumes a maximum total number of Missouri potential users at 18,046. If the number of actual system users exceeds this number by 10%, County agrees to pay additional costs per user at the agreed-upon \$7 per user price from the proposal and set forth by this agreement.

St. Louis Prescription Drug Monitoring Program Estimated Annual Budget, Year 1-3

Appriss Bid	
Users + Platform	
St. Louis County	\$ 54,750.00
St. Louis City	\$ 15,500.00
Remaining Missouri Users	\$ 75,950.00
<i>Totals</i>	<i>\$ 146,200.00</i>

PDMP Participation Costs

St. Louis City & Remaining Missouri Users	\$ 91,450.00
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	User Fee \$7 per user	% of Total Users	Total Users	Pharmacy	Physicians	Dentist	PA
St. Louis County		15.5%	4,552	269	3,404	692	182
St. Louis City		9.00%	2,644	80	2,376	125	63
Missouri- excluding St. Louis County and City							
	\$ 75,950.00	75.52%	10,850	1,182	7,410	1,819	439

Annual Estimated Costs per Jurisdiction

Jurisdiction	County Total Users	% of Total Users	User Fee \$7 per user
Adair	36	0.2%	\$ 252.00
Andrew	56	0.3%	\$ 392.00
Atchison	5	0.0%	\$ 35.00
Audrain	52	0.3%	\$ 364.00
Barry	41	0.2%	\$ 287.00
Barton	12	0.1%	\$ 84.00
Bates	16	0.1%	\$ 112.00
Benton	12	0.1%	\$ 84.00
Bollinger	6	0.0%	\$ 42.00
Boone	1,085	6.0%	\$ 7,595.00
Buchanan	187	1.0%	\$ 1,309.00
Butler	142	0.8%	\$ 994.00
Caldwell	2	0.0%	\$ 14.00
Callaway	44	0.2%	\$ 308.00
Camden	90	0.5%	\$ 630.00
Cape Girardeau	400	2.2%	\$ 2,800.00
Carroll	11	0.1%	\$ 77.00
Carter	5	0.0%	\$ 35.00
Cass	98	0.5%	\$ 686.00
Cedar	17	0.1%	\$ 119.00
Chariton	2	0.0%	\$ 14.00
Christian	115	0.6%	\$ 805.00
Clark	4	0.0%	\$ 28.00
Clay	322	1.8%	\$ 2,254.00
Clinton	8	0.0%	\$ 56.00
Cole	239	1.3%	\$ 1,673.00
Cooper	20	0.1%	\$ 140.00
Crawford	11	0.1%	\$ 77.00
Dade	9	0.0%	\$ 63.00
Dallas	12	0.1%	\$ 84.00
Daviess	9	0.0%	\$ 63.00

DeKalb	20	0.1%	\$ 140.00
Dent	19	0.1%	\$ 133.00
Douglas	10	0.1%	\$ 70.00
Dunklin	44	0.2%	\$ 308.00
Franklin	201	1.1%	\$ 1,407.00
Gasconade	14	0.1%	\$ 98.00
Gentry	7	0.0%	\$ 49.00
Greene	1,181	6.5%	\$ 8,267.00
Grundy	13	0.1%	\$ 91.00
Harrison	10	0.1%	\$ 70.00
Henry	47	0.3%	\$ 329.00
Hickory	2	0.0%	\$ 14.00
Holt	4	0.0%	\$ 28.00
Howard	10	0.1%	\$ 70.00
Howell	99	0.5%	\$ 693.00
Independence	252	1.4%	\$ 1,764.00
Iron	9	0.0%	\$ 63.00
Jackson (not Kansas City or Independence)	477	2.6%	\$ 3,339.00
Jasper	372	2.1%	\$ 2,604.00
Jefferson	214	1.2%	\$ 1,498.00
Johnson	60	0.3%	\$ 420.00
Kansas City	2,439	13.5%	\$ 17,073.00
Knox	2	0.0%	\$ 14.00
Laclede	41	0.2%	\$ 287.00
Lafayette	27	0.1%	\$ 189.00
Lawrence	46	0.3%	\$ 322.00
Lewis	6	0.0%	\$ 42.00
Lincoln	30	0.2%	\$ 210.00
Linn	14	0.1%	\$ 98.00
Livingston	17	0.1%	\$ 119.00
Macon	15	0.1%	\$ 105.00
Madison	13	0.1%	\$ 91.00
Maries	8	0.0%	\$ 56.00
Marion	87	0.5%	\$ 609.00
McDonald	10	0.1%	\$ 70.00
Mercer	2	0.0%	\$ 14.00
Miller	12	0.1%	\$ 84.00
Mississippi	11	0.1%	\$ 77.00
Moniteau	8	0.0%	\$ 56.00
Monroe	4	0.0%	\$ 28.00
Montgomery	6	0.0%	\$ 42.00
Morgan	11	0.1%	\$ 77.00

New Madrid	13	0.1%	\$ 91.00
Newton	32	0.2%	\$ 224.00
Nodaway	41	0.2%	\$ 287.00
Oregon	6	0.0%	\$ 42.00
Osage	7	0.0%	\$ 49.00
Ozark	6	0.0%	\$ 42.00
Pemiscot	20	0.1%	\$ 140.00
Perry	30	0.2%	\$ 210.00
Pettis	69	0.4%	\$ 483.00
Phelps	110	0.6%	\$ 770.00
Pike	19	0.1%	\$ 133.00
Platte	45	0.2%	\$ 315.00
Polk	70	0.4%	\$ 490.00
Pulaski	53	0.3%	\$ 371.00
Putnam	4	0.0%	\$ 28.00
Randolph	38	0.2%	\$ 266.00
Ray	13	0.1%	\$ 91.00
Reynolds	4	0.0%	\$ 28.00
Ripley	9	0.0%	\$ 63.00
Saline	39	0.2%	\$ 273.00
Schuyler	2	0.0%	\$ 14.00
Scotland	5	0.0%	\$ 35.00
Scott	76	0.4%	\$ 532.00
Shannon	3	0.0%	\$ 21.00
Shelby	6	0.0%	\$ 42.00
St. Charles	707	3.9%	\$ 4,949.00
St. Clair	6	0.0%	\$ 42.00
St. Francois	122	0.7%	\$ 854.00
St. Genevieve	24	0.1%	\$ 168.00
Stoddard	30	0.2%	\$ 210.00
Stone	17	0.1%	\$ 119.00
Sullivan	1	0.0%	\$ 7.00
Taney	129	0.7%	\$ 903.00
Texas	28	0.2%	\$ 196.00
Vernon	36	0.2%	\$ 252.00
Warren	15	0.1%	\$ 105.00
Washington	17	0.1%	\$ 119.00
Wayne	5	0.0%	\$ 35.00
Webster	31	0.2%	\$ 217.00
Worth	2	0.0%	\$ 14.00
Wright	18	0.1%	\$ 126.00
Total	10,850	60.1%	\$ 75,950.00

ATTACHMENT C BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between the St. Louis County (“Covered Entity”) and Appriss, Inc. (“Business Associate”) as of execution of the Master Services Agreement (“Effective Date”). This Agreement supplements and is made a part of the Agreement to which it is attached.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. **Identification and Disclosure of Privacy and Security Offices.** Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity's contract/grant manager the names and contact information of both the HIPAA

Privacy Officer and HIPAA Security Officer. This information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use, or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. Mitigation and Corrective Action. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions.

8. Providing Notice of Breaches.

8.1 If Covered Entity determines that an impermissible acquisition, access, use, or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the

timeliness, content, and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use, or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1.

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Missouri, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Missouri following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. Accounting of Disclosures. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of

this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Missouri law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

**ATTACHMENT D
UPDATED PROJECT PLAN**

Please reference the updated project plan enclosed in this section.

St. Louis County PMP AWARe Implementation

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	St. Louis County PMP AWARe Implementation	120 days	Mon 11/7/16	Fri 4/21/17		
2	Project Kickoff	13 days	Mon 11/7/16	Wed 11/23/16		
3	Internal Kickoff Meeting with Appriss Project Team	1 day	Mon 11/7/16	Mon 11/7/16		Project Manager,Project Team
4	External Kickoff Meeting with St. Louis County	1 day	Mon 11/7/16	Mon 11/7/16		Project Team,Abbi Houk,Program
5	Provide Implementation plan	3 days	Tue 11/8/16	Thu 11/10/16	4	Abbi Houk
6	Communicate Implementation Plan with Stakeholders	1 day	Thu 11/10/16	Thu 11/10/16	5FF	Abbi Houk
7	Incorporate Feedback	3 days	Fri 11/11/16	Tue 11/15/16	6	Abbi Houk
8	PMP AWARe Demo with St. Louis County	1 day	Wed 11/9/16	Wed 11/9/16	4FS+1 day	Paul Forst
9	Finalize Implementation Plan	6 days	Wed 11/16/16	Wed 11/23/16	7	Abbi Houk
10	Provision St. Louis County PMP AWARe Instance	34 days	Mon 11/7/16	Thu 12/22/16		
11	Create St. Louis County PMP AWARe environment	10 days	Mon 11/7/16	Fri 11/18/16		Dean Langford
12	Add St. Louis County to PMP Clearinghouse	10 days	Mon 11/21/16	Fri 12/2/16	11	Dean Langford
13	Configure Clearinghouse Validations	5 days	Tue 12/6/16	Mon 12/12/16	32,12	Jonathan Porter
14	St. Louis County Program Admin Users Register for AWARe	1 day	Tue 11/15/16	Tue 11/15/16		Program Administrator
15	Make St. Louis County visible in Clearinghouse	2 days	Fri 12/9/16	Mon 12/12/16	12,58SS-2 days	Dean Langford
16	Conduct AWARe Training with St. Louis County Program Admin(s)	2 days	Wed 11/16/16	Thu 11/17/16	14	Jonathan Porter,Program Administrator

St. Louis County PMP AWARxE Implementation

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
17	Conduct User Application Configurations and Review	21 days	Thu 11/17/16	Thu 12/15/16		
18	St. Louis County Program Admin configures PMP AWARxE	10 days	Fri 11/18/16	Thu 12/1/16	16	Jonathan Porter, Program Administrator
19	Discuss any issues reported by St. Louis County (as needed)	5 days	Wed 11/30/16	Tue 12/6/16	18FS-2 days	Jonathan Porter, Jonathon Ewing, Product Engineering
20	User Application Configurations Completed	0 days	Wed 12/7/16	Wed 12/7/16	19FS+1 day	
21	Appriss review of AWARxE configurations	7 days	Thu 12/8/16	Fri 12/16/16	20	Jonathan Porter
22	User, Dispenser and Guide Review	24 days	Mon 11/7/16	Thu 12/8/16		
23	Users & Dispensers	24 days	Mon 11/7/16	Thu 12/8/16		
24	Collect List of Provider and Pharmacy email addresses For Communications	7 days	Mon 11/7/16	Tue 11/15/16		Abbi Houk, Program Administrator
25	St. Louis County to provide list of pharmacies (DEA #) required to report	7 days	Wed 11/16/16	Thu 11/24/16	24	Program Administrator
26	Appriss to review list of pharmacies required to report	10 days	Fri 11/25/16	Thu 12/8/16	25	Paul Forst
27	Dispensation Guide	21 days	Mon 11/7/16	Mon 12/5/16		
28	Create 1st draft of Dispensation Guide	10 days	Mon 11/7/16	Fri 11/18/16		Jonathan Porter
29	Conduct Dispensation Guide Review with St. Louis County	3 days	Mon 11/21/16	Wed 11/23/16	28	Jonathan Porter, Abbi Houk
30	Incorporate Feedback from St. Louis County	5 days	Thu 11/24/16	Wed 11/30/16	29	Jonathan Porter
31	Finalize Dispensation Guide	2 days	Thu 12/1/16	Fri 12/2/16	30	Jonathan Porter

St. Louis County PMP AWARe Implementation

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
32	Dispensation Guide for AWARe approved by St. Louis County	0 days	Mon 12/5/16	Mon 12/5/16	31FS+1 day	Program Administrator
33	User Registration and Support Guides	13 days	Mon 11/14/16	Wed 11/30/16		
34	Draft user registration and support guides	3 days	Mon 11/14/16	Wed 11/16/16		Jonathan Porter
35	Update guides to reflect site configurations	2 days	Thu 11/17/16	Fri 11/18/16	34	Jonathan Porter
36	St. Louis County reviews user guides (i.e. user roles and delegates)	3 days	Mon 11/21/16	Wed 11/23/16	35	Program Administrator
37	Appriss incorporate feedback from St. Louis County	5 days	Thu 11/24/16	Wed 11/30/16	36	Jonathan Porter
38	Provide finalized user guides to St. Louis County	0 days	Wed 11/30/16	Wed 11/30/16	37	Abbi Houk
39	Program Communications	99 days	Mon 11/14/16	Thu 3/30/17		
40	Data Submitter (Pharmacy) Communications	51 days	Mon 11/14/16	Mon 1/23/17		
41	Provide communication templates to St. Louis County for review	5 days	Mon 11/14/16	Fri 11/18/16		Abbi Houk
42	Update communication with St. Louis County feedback	5 days	Mon 11/21/16	Fri 11/25/16	41	Abbi Houk, Program Administrator
43	Send 1st communication to data submitters (announcing PMP, info about reporting etc.)	1 day	Mon 11/28/16	Mon 11/28/16	42	Dana Carroll
44	Send 2nd communication to data submitters (Clearinghouse registration open, link to Disp Guide, requirements for reporting etc.)	1 day	Tue 12/13/16	Tue 12/13/16	43FS+10 days,32	Dana Carroll
45	Send 3rd communication to data submitters - REMINDER	1 day	Wed 12/28/16	Wed 12/28/16	44FS+10 days	Dana Carroll

St. Louis County PMP AWARe Implementation

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
46	Send 4th communication to data submitters - REMINDER	1 day	Mon 1/9/17	Mon 1/9/17	45FS+7 days	Dana Carroll
47	Send final communication to data submitters (Go-live)	1 day	Tue 1/17/17	Tue 1/17/17	46FS+5 days	Dana Carroll
48	Users Communications	94 days	Mon 11/21/16	Thu 3/30/17		
49	Provide communication templates to St. Louis County for review	5 days	Mon 11/21/16	Fri 11/25/16		Project Manager, Program Administrator
50	Update communication with St. Louis County feedback	10 days	Mon 11/28/16	Fri 12/9/16	49	Project Manager, Program Administrator
51	Send 1st communication to users (announcing PMP, target timeline etc.)	1 day	Mon 12/12/16	Mon 12/12/16	50	Dana Carroll
52	Send 2nd communication to users (highlight features of system, requirements for use etc.)	1 day	Tue 1/17/17	Tue 1/17/17	51FS+25 days	Dana Carroll
53	Send 3rd communication to users - REMINDER	1 day	Wed 2/22/17	Wed 2/22/17	52FS+25 days	Dana Carroll
54	Send final communication to users (how to access, search etc.)	1 day	Thu 3/30/17	Thu 3/30/17	53FS+25 days	Dana Carroll
55	Deployment	92 days	Mon 12/12/16	Tue 4/18/17		
56	PMP Clearinghouse Deployment Launch	60 days	Mon 12/12/16	Fri 3/3/17		
57	Data Submitter Registration for Clearinghouse Open	0 days	Mon 12/12/16	Mon 12/12/16	12,13	
58	Data Submitter Registration with PMP Clearinghouse	30 days	Tue 12/13/16	Mon 1/23/17	57	Support, Program Administrator
59	State Admin to approve or reject all pending data submitter registrations	1 day	Mon 1/23/17	Mon 1/23/17	58FS-1 day	Program Administrator

St. Louis County PMP AWARe Implementation

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names
60	PMP Clearinghouse go-live for data submitters	0 days	Tue 1/24/17	Tue 1/24/17	59	
61	PMP AWARe Deployment Launch	11 days	Tue 4/4/17	Tue 4/18/17		
62	PMP AWARe go-live for users	1 day	Tue 4/4/17	Tue 4/4/17		
63	Post-Production Review with St. Louis County	10 days	Wed 4/5/17	Tue 4/18/17	62	Abbi Houk, Program Administrator
64	Project Closeout	4 days	Tue 4/18/17	Fri 4/21/17		
65	Project signoff	0 days	Tue 4/18/17	Tue 4/18/17	63	Abbi Houk, Program Administrator
66	Turnover to support	3 days	Wed 4/19/17	Fri 4/21/17	65	Abbi Houk

**ATTACHMENT E
APPRISS FINAL RFP RESPONSE**

Please reference Appriss' final RFP response enclosed in this section.

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June 22, 2016

Division of Procurement,
St. Louis County Government
8th Floor, 41 S. Central Avenue
Clayton, MO 63105



10401 Inn Station Road
Louisville, KY 40223-3042
502-561-8163 800-816-0491
www.appriss.com

RE: RFP 2016-13-PG, Prescription Drug Monitoring System Services

Dear St. Louis County Government, Division of Procurement:

Appriss is pleased to submit this response to the St. Louis County Government, Department of Public Health's RFP for Prescription Drug Monitoring System Services. A provider of state-of-the-art and data driven solutions, Appriss has been delivering statewide solutions since 1994. In furthering the company's mission of *keeping communities safe and informed*, Appriss continues to invest in the Prescription Monitoring Program (PMP) market. In fact, over the past 18 months, Appriss has added Pennsylvania, Alaska, Massachusetts, South Carolina, South Dakota, Vermont, Georgia and Oklahoma to our portfolio of 27 states (including Guam and District of Columbia) that rely on Appriss' PMP solutions. No other vendor can claim this level of activity in the market. Appriss has a proven track record of successful client implementations including program conversions from competitive PMP solutions, state maintained PMP systems and new program initiatives to the Appriss PMP solution. As St. Louis County, Department of Public Health embarks on their initiative to implement a new PMP, Appriss will bring to bear our wealth of PMP market experience, guidance and support to ensure St. Louis County delivers the best possible PMP for their stakeholders.

Recently, Appriss acquired the assets of Optimum Technology and the company's PMP solution, merging nearly 15 years of subject matter expertise from the Optimum team into Appriss' PMP AWARe solution, thereby creating the most comprehensive and advanced PMP solution in the market. Appriss maintains a PMP advisory committee whereby all clients provide continuous feedback from their user base. Our goal is to continue to enhance PMP AWARe to provide the best possible user experience in the industry. As a result, Appriss maintains monthly enhancement releases of its PMP AWARe software. Last month marked thirty-two (32) consecutive months of continued enhancements for our client base at no additional cost.

A unique and compelling attribute of PMP AWARe is its ability to support interoperability out-of-the-box. PMP AWARe provides instant connection to PMP InterConnect (PMPi), the interstate data-sharing hub provided and owned by the National Association of Boards of Pharmacy (NABP). As of today, PMPi supports interstate data sharing among 33 states. An additional 11 states are anticipated to join this national network of PMPs in 2016, bringing the total to 44. Unlike other vendors' solutions, PMP AWARe is able to reflect the addition of any new states instantly within the solution, thereby enabling faster access to interstate data for St. Louis County and positively impacting the fight against prescription drug abuse.

PMP AWARe also works seamlessly with complementary technologies such as PMP Gateway to facilitate interoperability of data directly into Electronic Health Record, Pharmacy Software Management and HIE clinical workflows. Today, Appriss processes over 2.3 million PMP transactions a month directly within the workflow of EHRs, Pharmacy Software Management Systems and HIEs within nineteen (19) states. Appriss has proven its ability to provide highly scalable PMP solutions supporting millions of transactions with the fastest response times in the industry.

For any questions or more information regarding Appriss' response, please contact Mr. Brad Bauer, Vice President, Business Development. Brad can be reached at 678-646-7701 (mobile) or email bbauer@appriss.com.

Thank you for this opportunity.

Yours truly,

A handwritten signature in black ink, appearing to read "Krishnan Sastry". The signature is written in a cursive style with a prominent initial "K" and a stylized "S".

Krishnan Sastry
Appriss Inc.
Executive Vice President

PREFACE | EXECUTIVE SUMMARY

Appriss is well positioned to partner with St. Louis County Department of Public Health (DPH) to provide a Prescription Drug Monitoring System that will monitor 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 in compliance with the St. Louis County Narcotics Control Act [Ordinance No. 26,352 (2016)] adopted March 1, 2016. Appriss' PMP AWARxE solution provides superior technology designed to enhance flexibility in methods of collecting prescription data, ensuring the highest quality and integrity of the data collected, significantly enhancing the end-user experience, providing out-of-the-box capabilities to facilitate interstate data sharing, and integrating PMP data into clinical workflows. The PMP AWARxE solution includes advanced analytics through our regular suite of reports as well as easy-to-use ad hoc reporting tools.

✓ **Local experience in Missouri**

Appriss is currently providing related public safety technology services in Missouri:

- **Victim Information Notification Everyday (VINE®)**

Appriss provides the Missouri Victim Automated Notification System (MOVANS), which is a fully automated information notification system that immediately notifies registered users upon a change in an offender's incarceration, court status, or the status of a protection order. MOVANS serves to notify individuals if an offender is in a county jail or the Missouri Department of Corrections, and other important custody information. The system also provides important information regarding upcoming court events and any change involving those hearings. Additionally, MOVANS provides information regarding the status of a protection order. Petitioners can be notified immediately upon service of a protection order and any change to the order.

- **National Precursor Log Exchange (NPLEx®)**

Appriss has been providing NPLEx services in Missouri since 2011. Successfully implemented in over 850 Missouri pharmacies, Appriss' NPLEx product is an electronic tracking service that monitors and blocks the illegal sale of over-the-counter cold medicines containing pseudoephedrine, a key ingredient of methamphetamine. NPLEx provides automated tools that give law enforcement the ability to monitor suspicious buying patterns and to proactively identify domestic methamphetamine production activity.

✓ **Immediate interstate sharing of PMP data with 33 states**

Appriss has a proven track record and a wealth of experience facilitating secure interstate PMP data sharing among 33 states and integrating PMP data within the clinical workflow. Deployment of the PMP AWARxE solution would enable immediate interstate sharing of PMP data with all the states connected to PMP InterConnect. At the time of this proposal, 33 states are connected to the interstate data sharing hub. In addition, 11 additional states are at various stages of coming onboard to share their data with other states.

✓ **Enabling PMP data integration within the clinical workflow**

The Appriss PMP Gateway is a secure integration technology that provides a variety of options for health IT systems to integrate PMP data into physician and pharmacist workflows. The PMP Gateway integration provides instant access to the patient's data within the electronic health record and pharmacy dispensing system. The benefits of EHR integration and interoperability have long been recognized by Brandeis University's PDMP Center of Excellence (COE). The 2012 *Guidance of PDMP Best Practices* recognizes that "integrating PDMP data retrieval with health information exchanges (HIE), electronic health records (EHR), and pharmacy dispensing systems should help

reduce the time and effort needed for prescribers and their staff and for pharmacists to access a patient's prescription history" (<http://www.pdmpexcellence.org/>). St. Louis DPH would benefit from existing integrations that Appriss has in place with several prominent EMR/EHR organizations.

✓ **Designed around needs of PMP users**

Appriss' turnkey PMP AWARxE solution is a HIPAA-compliant system built from the ground up, with direct design input from current and former administrators of prescription monitoring programs for the purpose of solving existing shortcomings in legacy PMP solutions in eight key areas (shown in the table on the following page).

	Feature	Benefits to St. Louis DPH
1	Data collection, processing, and management system	High quality and integrity of prescription data
2	Sophisticated patient-linking algorithms to link individuals across multiple records with variations in names, addresses, etc.	Ensure that the most accurate and comprehensive patient information can be delivered to authorized requestors
3	Intuitive and adaptive user interface	Intuitive and easy-to-use system for users
4	Improved administrator platform	Streamlines important workflows and provides clear visibility into key operating metrics
5	Business intelligence solution	Easy-to-use tools that allow administrators to build ad hoc reports and perform advanced analytics
6	Advanced analytics	Suite of analytics reports available to DPH through a dedicated Appriss Client Relationship Manager (CRM)
7	Scalable infrastructure	Highly scalable infrastructure proven to support millions of transactions each month
8	Interstate data sharing	Out-of-the-box integration to the largest interstate data-sharing hub, PMP InterConnect, with the ability to add connections to other hubs
9	Integration capabilities	Capabilities to integrate with myriad health IT systems (EMRs, EHRs, and pharmacy management systems) to foster better utilization of PMP data at the point of care

1 | QUALIFICATIONS

RFP Page 8
Section 6.3(1)

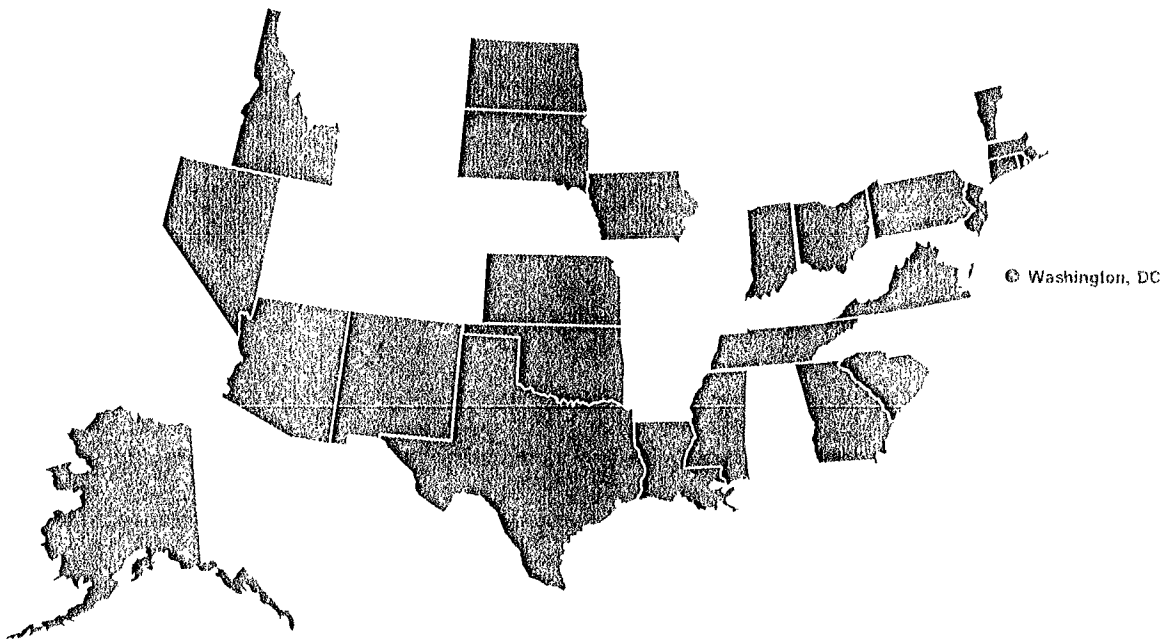
Section 1. Provide a discussion of the Proposer's overall qualifications and experience in providing similar services. The Proposer shall demonstrate that it possesses the experience necessary to successfully perform the Services required by this RFP and the ability to work in a responsive and cooperative manner with County staff.

1.1 Overall Qualifications and Experience in Providing Similar Services

Appriss has more than 20 years of experience providing scalable, web-based solutions in highly sensitive areas such as public safety, criminal justice, regulatory compliance, and the insurance and healthcare sectors. Since its inception, Appriss has specialized in delivering highly configurable solutions through a Software as a Service (SaaS) model.

Appriss acquired the assets of Optimum Technology and the company's PMP solution, bringing nearly 15 years of technology development and subject matter expertise to Appriss' team. Appriss has combined the best capabilities of the two solutions into the most comprehensive and advanced PMP solution available on the market.

Appriss has successfully implemented and delivered state-of-the-art PMP solutions to multiple states including Alaska, Idaho, Kansas, Mississippi, Nevada, North Dakota, South Carolina, South Dakota and Vermont. Appriss is currently implementing its PMP solution for Georgia, Massachusetts, Oklahoma, Pennsylvania and Washington DC. To date, Appriss provides the PMP solution to 25 states, Washington DC and Guam, as illustrated on the map below, in blue.



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