

1.2 Client Listing

Appriss has the experience necessary to successfully perform the services required by the DPH RFP and the ability to work in a responsive and cooperative manner with County staff. The client list enclosed at the end of this section illustrates Appriss' history of similar, continuous work.

1.3 Capacity to Meet Requirements

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Section 6.1* Each proposal shall include a description of the Proposer's capacity to meet the RFP requirements including but not limited to the financial capacity of the firm, the size of the technical staff, and the ability to perform the desired work within the defined time period.

Appriss' capacity to meet the RFP requirements is demonstrated through our experience which is profiled in Section 1 and our approach to the individual RFP requirements provided in Section 2. Appriss is confident in its ability to perform the desired work within the defined time period (see Section 2.2, Project Plan).

Appriss employs more than 450 technical resources directly engaged in managing, developing, hosting, supporting, and maintaining public safety technology solutions. This allows Appriss unmatched access to resources such as database administrators (DBA), application software engineers, network, hosting, training and documentation, usability specialists, and security specialists from the company's shared technology services group.

With regard to the financial capacity of Appriss, Appriss is a rapidly growing, profitable, and positive cash-flow privately-held company. Appriss has more than adequate financial resources to enable the company to perform this project properly. The company has over 20 years of experience successfully delivering services to public agencies across the country. A copy of the company's Dun & Bradstreet report is available upon request.

IN	Indiana Professional Licensing Agency	Appriss provides the Indiana Prescription Monitoring Program solution.	2004 - present
NM	New Mexico Board of Pharmacy	Appriss is the provider of the New Mexico Prescription Monitoring Program solution.	2005 - present
OH	Ohio Board of Pharmacy	Appriss hosts and provides operational support for the Ohio State Board of Pharmacy's PMP system. The system processes roughly 16.8 million requests per year (55 million records) and has about 65,000 users.	2006 - present
TN	Tennessee Board of Pharmacy	Appriss provides the Tennessee Prescription Monitoring Program solution.	2006 - present
VA	Virginia Department of Health Professions	Appriss is the provider of the Virginia PMP solution.	2006 - present
CT	Connecticut Drug Control Division, Department of Consumer Protection	Appriss provides the Connecticut Prescription Monitor Program solution.	2008 - present

IA	Iowa Board of Pharmacy	Appriss is the provider of the Iowa PMP solution.	2008 - present
TX	State of Texas (Texas Department of Public Safety: 2010-present, Texas State Board of Pharmacy: 2015-present)	The current PMP system processes roughly 36 million prescription requests per year and accommodates over 2 million active users.	2010 – present (TX DPS) 2016 – present (TX BOP)
NJ	New Jersey	Appriss hosts and provides operational support for the State of New Jersey PMP solution. The system processes approximately 1 million prescription requests per year and has roughly 800,000 active users.	2011 - present
RI	Rhode Island Department of Health	Appriss has been providing the RI Department of Health with a PMP solution for over five years.	2011 – 2015 (PMP solution) 2015 – present (PMP AWARxE)
ID	Idaho Board of Pharmacy	The PMP AWARxE system in Idaho processes an average of 2.7 million records per year and has close to 9,000 active users	2012 – present
AZ	Arizona Board of Pharmacy	Appriss provides the Arizona PMP solution.	2013 - present

KS	Kansas State Board of Pharmacy	Appriss provides the PMP system for the Kansas State Board of Pharmacy. The system processes roughly 6 million records annually and has more than 7,800 users.	2013 - present
LA	Louisiana Board of Pharmacy	Appriss is the provider of the Louisiana PMP solution.	2013 - present
MS	Mississippi Board of Pharmacy	Appriss provides the PMP system for the Mississippi State Board of Pharmacy. The system processes roughly 7.2 million records per year and has more than 10,000 users.	2013 - present
NV	Nevada Board of Pharmacy	Appriss provides the PMP system for the Nevada State Board of Pharmacy. The system processes roughly 4.8 million records per year and has more than 6,400 users.	2013 - present
ND	North Dakota Board of Pharmacy	Appriss provides the PMP system for the North Dakota Board of Pharmacy. The system processes roughly 1.3 million records per year and has more than 3,000 users.	2014 - present
MA	Executive Office of Health and Human Services, Department of Public Health	Appriss is currently implementing PMP AWARxE for the Commonwealth of Massachusetts. The current PMP system processes approximately 13 million dispensation records per year and has roughly 50,000 users.	2015 - present



SC	South Carolina Department of Health & Environmental Control	The South Carolina PMP AWARDx system processes approximately 11 million dispensation records annually with over 11,000 active users.	2015 - present
SD	South Dakota Board of Pharmacy	Appriss provides the PMP system for the South Dakota Board of Pharmacy. The system processes an average of 95,000 requests per year and has more than 2,300 users.	2015 - present
VT	Vermont Department of Health	Appriss provides the PMP solution for the Vermont Department of Health.	2015 - present
AK	Department of Commerce Community and Economic Development	Appriss has transitioned Alaska's PMP solution to PMP AWARDx. The system, which is live, is anticipated to process approximately 1 million dispensation records annually. At present, the system has over 1,500 users	2016 – present
GA	Georgia Drugs and Narcotics Agency	The Georgia PMP AWARDx system is anticipated to process approximately 12 million dispensation records per year. Currently, the system has 12,000 users and 4,000 active users.	2016 – present
PA	Pennsylvania Office for Information Technology	Appriss provides PMP AWARDx for the Commonwealth of Pennsylvania.	2016 – present



OK	Oklahoma Bureau of Narcotics	Appriss is currently implementing PMP AWA ^R x ^E for the State of Oklahoma. The current PMP solution processes approximately 9 million dispensation records per year and has roughly 22,500 users.	2016 - present
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2 | APPROACH

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Section 6.3(2)

Section 2. Describe the firm's proposed approach for providing the proposed services. This section should include a detailed breakdown and description of the specific steps that will be followed in order to perform the Statement of Work listed above. Proposers may elect to include in this section any innovative methods or concepts that might be beneficial to the County as long as the requirements established in this RFP are met. Proposer shall also include an estimate, in hours, for each service to be provided.

2.1 Approach to the Statement of Work

Appriss' approach to the DPH Scope of Work are detailed below, in order as they correspond with the RFP Section 4.

2.1.1 Highly Available, Platform Agnostic PDMP

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Section 4.1

Proposers are required to provide a platform agnostic, highly available (99.9% uptime) Application Service, vendor hosted PDMP system to be operational within six months of execution of a contract. Proposals must include a project plan detailing actions, deliverables, and associated timelines for each action. The successful proposer will work closely with designated DPH staff.

✓ Appriss complies with the above-referenced RFP requirement.

PMP AWAARxE's web portal was built from the ground up utilizing direct input from PMP administrators and from targeted users (prescribers and pharmacists). It excels in delivering rapid response times and a highly intuitive and interactive user interface. In addition, the website experience has been optimized for tablet compatibility. This was done with consideration that an increasing number of clinicians are migrating to tablet computers in patient-care settings. Providers can run patient reports directly from a tablet, and state PMP administrators can administer the entire program from a tablet.

Key features of PMP AWAARxE that parallel the DPH requirements are summarized in the table below.

Platform agnostic

PMP AWAARxE is platform agnostic, accessible via a zero-client web browser. In other words, the solution operates without any browser-specific plug-ins. The application is compatible with Internet Explorer version 8 and above, as well as the latest versions of Chrome, Safari, and Firefox. PMP AWAARxE also runs on mobile Safari and mobile Chrome for tablets.

Appriss offers a level of service which provides 99.9% application uptime. Appriss' standard SLA has received positive feedback from customers, especially those of which have used other commercially available solutions on the market. Relevant to the system uptime, PMP AWAxRE customers have noted that Appriss provides:

Highly available (99.9% uptime)
Application Service

- Substantially superior response times to end-user requests
- Significantly better system availability round-the-clock
- Substantially better quality data
- More timely availability of data to end users
- Better usability for end-users

All of Appriss' solutions are designed for high availability. Application logic is run on application servers configured as N+1. This configuration enables the system to continue to process transactions in the event that a single server experiences a hardware failure. The databases are replicated across datacenters to reduce any outage in the event of a database failure.

Vendor hosted PDMP system

PMP AWAxRE is a scalable Software as a Service (SaaS) solution hosted by Appriss and Amazon Web Services (AWS). Appriss is responsible for maintenance associated with the computer hardware and software needed to provide data collection and reporting services.

Operational within six months of execution of a contract

Appriss is able to provide DPH with a fully operational PMP AWAxRE solution within six months of execution of a contract. Appriss has enclosed a project plan detailing the implementation timeline in Section 2.2 of this response.

Project plan detailing actions, deliverables, and timelines for each action

Please refer to Section 2.2 of this RFP response. Appriss has enclosed a project plan detailing actions, deliverables, and timelines for each action.

Work closely with DPH staff

Appriss will work closely with DPH staff throughout the life of the PMP AWA^Rx^E contract. Throughout the implementation, Appriss' dedicated Project Manager will serve as the single point of contact for all activities under the contract. Following successful go-live, the Client Relationship Manager (CRM) will serve as the liaison between DPH and Appriss.

2.1.2 Real-time Data Collection, Storage, and Reporting

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 Section 4.2

The proposed system must provide real-time data collection, storage, and reporting capabilities. The system must interface with interstate data sharing or health information exchanges. The system must be consistent with standards of the American Society for Automation in Pharmacy (ASAP 2011). The electronic system must also comply with the Health Insurance Portability and Accountability Act (HIPAA) as it pertains to protected health information (PHI), and electronic protected health information (EPHI), and all other relevant state and federal privacy and security laws and regulations.

✓ Appriss complies with the above-referenced RFP requirement, as detailed in the table provided in Section 2.1.2.3 below.

2.1.2.1 Data Collection and Storage – PMP Clearinghouse

Appriss' PMP AWARe's data collection feature, PMP Clearinghouse, handles all data submission, data validations, error corrections, and data loading. PMP Clearinghouse addresses the needs of dispensers, both large and small, with varying levels of IT sophistication, by providing a range of options for data submission. Dispensers with moderately sophisticated and automated IT systems are able to transmit dispensation records to a secure FTP server. Dispensers that are not able to automate the transmission of dispensation records can log into Clearinghouse's web portal and manually upload files containing dispensation records. For small dispensers, especially those with little or no IT infrastructure (more common in rural locations or with independent, family-owned pharmacies), PMP Clearinghouse offers the option to manually enter dispensation information on a web form.

Unlike most competitors' offerings that process data during stipulated nightly batch windows, PMP Clearinghouse queues up data for immediate processing. The benefit to the state is that the data is available almost immediately after it has been submitted to the system. This helps deliver the most up-to-date information to the requesters of data.

PMP Clearinghouse provides a comprehensive data management solution for PMP administrators. It helps administrators ensure high levels of data quality and monitor and enforce compliance with data submission requirements at the lowest cost through the following capabilities:

	Flexible data submission options	To meet the needs of dispensers regardless of their IT sophistication
	Support for Multiple Data Formats	ASAP 4.0, 4.1, and 4.2 (4.0 and higher)
	Convenience for Large, Multi-state Dispensing Organizations	By providing the organizations with a single account to comply with data submission requirements to all the states that utilize the PMP AWARe software. The resulting benefit for DPH is that many of the dispensers operating in St. Louis County are already familiar with PMP Clearinghouse and submitting data to it.
	Immediate, Online Feedback	To dispensers on any records with errors

	Easy-to-use Online Facility for Dispensers	To be able to correct and resubmit records
	Automated Follow-up Workflows with Dispensers	To ensure that files are submitted on-time and that all errors are corrected.
	Transparency and Visibility	To administrators or dispensers that are delinquent in meeting their data submission obligations.

2.1.2.2 Reporting – PMP Insight

Appriss' PMP AWAxRxE's business intelligence module, PMP Insight, provides a graphical user interface that allows non-technical users the ability to explore data, build queries utilizing drag-and-drop functionality, and use a number of data visualization tools including charts and graphs to define the exact display of the report. The tool is one of the leading business intelligence platforms utilized by diverse industries to help meet the business needs of non-technical users. PMP Insight will allow DPH to perform ad hoc queries on live data following submission and provides a mechanism to download or create reports from the data.

2.1.2.3 PMP AWAxRxE Feature Detail

The table below lists DPH's requirements and Appriss' PMP AWAxRxE product features.

Real-time data collection, storage, and reporting capabilities	<p>PMP AWAxRxE is designed for ease-of-access by prescribers and dispensers. The solution has been designed to reduce time and effort needed to obtain a patient's history seamlessly and in as close to real-time as possible.</p> <p>Appriss offers real-time data collection premium web service as an enhancement (see pricing, Section 6.d). We are currently supporting real-time data submission in the state of Tennessee on a limited basis. Appriss will also be supporting real-time data submission as part of our current Oklahoma PMP implementation project.</p>
Interface with interstate data sharing or health information exchanges	<p>Appriss developed and operates PMP InterConnect (PMPi), an interstate data sharing hub that utilizes PMIX and is sponsored and owned by the National Association of Boards of Pharmacy (NABP) and is guided by its participating member states in a steering committee. PMP AWAxRxE will automatically provide DPH with the ability to share data with other states connected to PMPi, and any state that shares data with DPH through PMPi will automatically appear in PMP AWAxRxE as an option for authorized users to query. For data sharing, DPH would need to exercise this PMPi functionality (which is available at no additional cost to PMP AWAxRxE customers through NABP) and receive authorization from other states for access.</p>

**Consistent with the standards of
ASAP 2011**

PMP AWARxE is consistent with the standards of ASAP 2011. Appriss supports submissions through ASAP 4.0 and above.

**Comply with HIPAA as it pertains to
PHI and EPHI and all other relevant
state and federal privacy and
security laws and regulations**

PMP AWARxE complies with HIPAA as it pertains to PHI and EPHI and all other relevant state and federal privacy and security laws and regulations. Appriss has a comprehensive Information Security Program that complies with HIPAA and HITECH regulations. Appriss utilizes NIST 800-53 moderate standards to guide the company's program in ensuring the protection of PHI and PII.

2.1.3 Current Technical Environment

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Section 4.3

The County's present computing architecture is composed of an enterprise data center and file/print servers and appliances located at various other locations within the County. Most County locations have 10/100 Mb/s Ethernet Local Area Networks, using Category 5/5e/6 cabling.

✓ Appriss acknowledges and affirms the above-described current technical environment of the County. As previously stated, Appriss' PMP AWARxE product is a scalable Software as a Service (SaaS) solution hosted by Appriss and Amazon Web Services (AWS). Appriss is responsible for maintenance associated with the computer hardware and software needed to provide data collection and reporting services.

2.1.4 Application Capabilities

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Section 4.4

1. *Application must be a platform agnostic, web browser-based, highly available application service.*
2. *Application must have the ability to interface with interstate data sharing or health information exchanges, including but not limited to, the Prescription Monitoring Information Exchange (PMIX) National Architecture. Vendor must provide description of experience interfacing with interstate data sharing or health information exchanges and demonstrate Prescription Monitoring Information Exchange (PMIX) National Architecture certification for interstate data sharing services. Vendor must provide a list of compatible EHR systems.*
3. *Application must be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) as it pertains to protected health information (PHI), and electronic protected health information (EPHI), and all other relevant state and federal privacy and security laws and regulations. Vendor must provide annual documentation to support compliance with Health Insurance Portability and Accountability Act (HIPAA) as it pertains to protected health information (PHI), and electronic protected health information (EPHI). Documentation must include at a minimum, internal and independent security audits, proof of an Application Security Assessment including information regarding audit trails, and detection of inappropriate access or requests.*
4. *Application must have the ability to expand user capacity, as necessary.*
5. *Application must have the flexibility of exporting all customer data to an industry accepted format with functional specifications to ensure customer usability after export.*
6. *Application must have the ability to perform data cleaning, standardization, and normalization of patient data to ensure information integrity.*

✓ Appriss complies with the above-referenced RFP requirements, as detailed below.

2.1.4.1 Application must be a platform agnostic, web browser-based, highly available application service.

PMP AWARxE is platform agnostic, accessible via a zero-client web browser. In other words, the solution operates without any browser-specific plug-ins. The application is compatible with Internet Explorer version 8 and above, as well as the latest versions of Chrome, Safari, and Firefox. PMP AWARxE also runs on mobile Safari and mobile Chrome for tablets.

2.1.4.2 Application must have the ability to interface with interstate data sharing or health information exchanges, including but not limited to, the Prescription Monitoring Information Exchange (PMIX) National Architecture. Vendor must provide description of experience interfacing with interstate data sharing or health information exchanges and demonstrate Prescription Monitoring Information Exchange (PMIX) National Architecture certification for interstate data sharing services. Vendor must provide a list of compatible EHR systems.

PMP InterConnect (PMPi)

Appriss' solution has the ability to interface with interstate data sharing and health information exchanges including, but not limited to, the Prescription Monitoring Information Exchange (PMIX) National Architecture. Appriss developed and operates PMP InterConnect (PMPi), an interstate data sharing hub that utilizes PMIX and is sponsored and owned by the National Association of Boards of Pharmacy (NABP) and is guided by its participating member states in a steering committee. PMP AWARxE will automatically provide DPH with the ability to share data with other states connected to PMPi, and any state that shares data with DPH through PMPi will automatically appear in PMP AWARxE as an option for authorized users to query. For data sharing, DPH would need to exercise this PMPi functionality (which is available at no additional cost to PMP AWARxE customers through NABP) and receive authorization from other states for access.

Experience Interfacing with Interstate Data Sharing or HIE

Appriss developed and operates the PMPi interstate data sharing hub that utilizes PMIX, which is sponsored and owned by the National Association of Boards of Pharmacy (NABP) and is guided by its participating member states in a steering committee. Currently, PMPi supports interstate data sharing among 33 states. An additional 11 states are anticipated to join the national network of PMPs in 2016, bringing the total to 44. Unlike other vendors' solutions, PMP AWARxE is able to reflect the addition of any new states instantly within the solution, thereby enabling faster access to interstate data and positively impacting the fight against prescription drug abuse.

PMP InterConnect also works seamlessly with complementary technologies such as PMP Gateway to facilitate interoperability of data directly into clinical and pharmacy workflows through hospitals, pharmacies, HIEs, and other authorized healthcare systems.

PMIX Compliant

Through the PMPi inter-state data sharing hub, Appriss offers a service that interoperates with PMIX architecture. The documents used to exchange data are NIEM PMIX IEPD XML documents. All nodes services communicating with the hub are required to authenticate. All communications to and from PMPi are conducted over SSL. This includes all communications between a user's browser and the administrative console. It also includes all communications from a PMP to the hub and from the hub to downstream PMPs. The payload with Private Health Information (PHI) is also encrypted using key encapsulation with AES (Advanced Encryption Standard) and RSA (Rivest, Shamir and Adleman) encryption algorithms.

PMPi connectivity is an out-of-the-box functionality included in the cost of our PMP AWARxE solution. Please note that connectivity to RxCHECK is an enhanced service subject to an additional cost and timeline.

List of Compatible EHR Systems

Appriss' PMP AWARxE solution is compatible with all EHR systems as the systems are coded to our Gateway API. Appriss is currently working toward integration with Allscripts software. To illustrate our experience integrating with EHR systems, the table below lists completed, current, and future integration efforts associated with commonly used EHR and pharmacy management solutions. Other EHR and pharmacy management software solutions can be integrated on an as-needed basis.

Major EHR and Pharmacy Management Software	Compatible with PMP AWARxE	Completed	In-process Integrations	Planned future
Allscripts	✓		✓	
Athenahealth	✓		✓	
Cerner (Enterprise integration. Any Millenium EHR client has access to PMP Gateway/NARxCHECK)	✓	✓		
DrFirst	✓		✓	
eClinicalWorks	✓		✓	
eMD	✓			✓
Epic (each Epic hospital must program their respective integration)	✓	✓		
GE	✓			✓
Greenway	✓			✓
McKesson (EMR)	✓		✓	
McKesson (Pharmacy Enterprise)	✓		✓	
MDCloud	✓		✓	
Medent	✓		✓	
Medicity	✓	✓		
Meditech	✓	✓		
NewCropRx	✓			✓

Major EHR and Pharmacy Management Software	Compatible with PMP AWARxE	Completed	In-process Integrations	Planned future
NextGen	✓		✓	
PDX	✓		✓	
PioneerRx	✓		✓	
ProComp	✓	✓		
QS1	✓		✓	
Rx30	✓	✓		
Speedscript	✓		✓	

2.1.4.3 Application must be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) as it pertains to protected health information (PHI), and electronic protected health information (EPHI), and all other relevant state and federal privacy and security laws and regulations. Vendor must provide annual documentation to support compliance with Health Insurance Portability and Accountability Act (HIPAA) as it pertains to protected health information (PHI), and electronic protected health information (EPHI). Documentation must include at a minimum, internal and independent security audits, proof of an Application Security Assessment including information regarding audit trails, and detection of inappropriate access or requests. PMP AWARxE complies with HIPAA as it pertains to PHI and EPHI and all other relevant state and federal privacy and security laws and regulations. Appriss has a comprehensive Information Security Program that complies with HIPAA and HITECH regulations. Appriss utilizes NIST 800-53 moderate standards to guide the company's program in ensuring the protection of PHI and PII.

Appriss will provide annual documentation to support compliance with HIPAA as it pertains to PHI and EPHI. Documentation will include at a minimum, internal and independent security audits, proof of an Application Security Assessment including information regarding audit trails, and detection of inappropriate access or requests.

2.1.4.4 Application must have the ability to expand user capacity, as necessary.

PMP AWARxE has the ability to expand user capacity, as necessary. Appriss has more than 20 years of experience providing highly scalable, web-based solutions in highly sensitive areas such as public safety, criminal justice, regulatory compliance, and the insurance and healthcare sectors. Appriss' solution has the capability to expand and is able to accommodate the city of St. Louis and/or other Missouri counties.

Appriss offers the fully operational and hosted PMP AWARxE solution through its partnership with Amazon Web Services' (AWS) cloud computing center. AWS cloud computer center is a secure and

durable technology platform which allows us to quickly and easily scale capacity in response to our customers' needs.

2.1.4.5 Application must have the flexibility of exporting all customer data to an industry accepted format with functional specifications to ensure customer usability after export.

The PMP AWARe solution has the flexibility of exporting all customer data to an industry accepted format (specifically a standard .CSV file) with functional specifications to ensure customer usability after export.

2.1.4.6 Application must have the ability to perform data cleaning, standardization, and normalization of patient data to ensure information integrity.

PMP AWARe provides the ability to perform data cleaning, standardization, and normalization of patient data to ensure information integrity. All data imported into PMP AWARe first goes through our data processing and management module, PMP Clearinghouse. This module checks for mandatory fields and performs data validations, data cleansing, and data normalization utilizing data sources such as NDC, DEA, NCPDP, and/or NPI. Once data is imported, it is available to authorized users to query and view through various reports within the system. In addition, this data is processed into PMP Insight, our advanced business intelligence tool that provides PMP administrators with analysis and data mining capabilities.

2.1.5 Vendor Tasks/Services

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Section 4.5

1. Vendor must provide registration support, including recruitment and technical support to users.
2. Vendor must provide online and in-person community and provider engagement and education.
3. Vendor must provide a help desk and user support to DPH staff and dispensers with 24 hours a day, 7 days of week coverage.
4. Vendor must provide itemized list and description of standardized reports (including but not limited to, utilization, grant reporting, history, and threshold reports) and five monthly customizable reports. Pricing description should be stratified based on reporting capabilities, reporting access, and availability timelines.
5. Vendor must provide data access for DPH PDMP program staff, epidemiologists, and biostatisticians for the purpose of public health prevention, surveillance, and early warning systems.

✓ Appriss complies with the above-referenced RFP requirements, which are described below.

2.5.1.1 Vendor must provide registration support, including recruitment and technical support to users.

Appriss will provide DPH with registration support, including recruitment and technical support to users. PMP AWARxE's registration is completely online for all users including requestors, dispensers, and agency personnel. Appriss provides a step-by-step registration tutorial and technical support.

Appriss provides continuing technical assistance through the Appriss Customer First Center (CFC). The CFC is a technical support contact center that operates on a 24 hours per day, 7 days per week, and 365 days per year basis. The CFC is the first line of contact to resolve issues such as user errors. All issues that cannot be resolved by the CFC that need additional technical support are escalated to our Tier 2 support team, which can work with users to troubleshoot and further investigate issues. All issues that are identified as system/application issues are escalated to our Tier 3 support team that works very closely with our product development team to resolve issues with the application. Appriss also assigns a Client Relationship Manager (CRM) to every PMP AWARxE implementation to work closely with PMP administrators. The CRM also provides status updates for any open issues that come through Appriss' CFC.

2.5.1.2 Vendor must provide online and in-person community and provider engagement and education.

Appriss will provide online and in-person community and provider engagement and education. Appriss offers a comprehensive training program for customers which includes specific user training materials such as web resources and videos. Appriss utilizes a 'train the trainer' approach which offers many solutions to fit varying learning needs. Training sessions are created and facilitated using interactive and engaging techniques.

Appriss' training will include in-person training of key staff and advisors in order to proceed with the implementation. Appriss will use education/engagement materials that have been developed for PMP AWARxE training purposes and can assist in the quality of the implementation.

As part of the provider engagement and education process, Appriss will work with the St. Louis County Department of Public Health to create a communication plan designed to announce and promote the new PMP to the provider community. As with all of our state PMP implementations, having a focused and comprehensive communication plan directed towards the provider community and key stakeholders is a critical component of the implementation process and a key success metric.

The screenshot examples below illustrate Appriss' web-based Patient Search Tutorial, Registration Process Tutorial, and Partial Search Tutorial.

Patient Search Tutorial



Request Patient Rx Report

1 of 7

Log In

Email



Password

Forgot Password



Login

Create an Account

Request a Patient Rx Report

This tutorial steps through how to request a patient Rx report from PMP AWARE and how to access the previous requests you made using the system.

This Tutorial Covers how to:

- Access the Patient Request Screen
- Search for a Patient
- Access other PMP Interconnect States
- Getting Results
- Access Patient Request History

Tutorial best viewed in
Acrobat Reader



Registration Process Tutorial



Registration Process

1 of 10

Log In

Email



Password

Forgot Password



Login

Create an Account

Register for a New Account

This tutorial steps through the process of registering for a new account in PMP AWARE. You can create an account, but it must be approved by your state PMP Administrator (validation requirements may apply).

This Tutorial Covers how to:

- Create an Account
- Select your Role
- Complete the Application Process
- Check for Validation Requirements
- Submit Validation Documentation



Tutorial best viewed in
Acrobat Reader

Next

Partial Search Tutorial

PMP AWARE 123 Main St
Louisville, KY 40298
(502)555-1234

Home Data RxSearch Insight Admin Settings User Profile Help PMP AWARE

RxSearch Requests History Requests Processing MyRx

Patient Request

Video Tutorial: How to make an Rx Patient Request

Patient Info	Patient Location	PMP Interconnect Search
First Name* <small>Partial spelling</small>	City	Appriss Training
Last Name* <small>Partial spelling</small>	State/Province	Colorado PMP
DOB	State Select	Illinois
Phone Number	Zip Code	Nevada
Social Security Number	Prescription Fill Dates	New Jersey Test
Drivers License Number	From*	North Dakota
	To*	Oklahoma
		South Carolina
		Utah PMP

I agree to the terms of the acknowledgement

Search

2.5.1.3 Vendor must provide a help desk and user support to DPH staff and dispensers with 24 hours a day, 7 days of week coverage.

As stated above, Appriss provides a Customer First Center (CFC) which provides live operator support 24 hours per day, 7 days per week, and 365 days per year. The CFC will provide help desk and user support to DPH staff and dispensers 24/7/365.

2.5.1.4 Vendor must provide itemized list and description of standardized reports (including but not limited to, utilization, grant reporting, history, and threshold reports) and five monthly customizable reports. Pricing description should be stratified based on reporting capabilities, reporting access, and availability timelines.

Appriss will provide the standard reports, which are detailed below, in addition to five monthly customizable reports. See Section 6.d for our pricing, which is stratified based on reporting capabilities, reporting access, and availability timelines.

PMP AWARxE has two "classes" of reports available: reports that have been developed as features of the PMP AWARxE application and reports that have been built on top of PMP Insight, the business intelligence tool. The main differences between the two are (a) the user group that needs access to the reports and (b) the level of variability needed in a given report.

System administrators can grant access to the following reports (also built as features into PMP AWARxE) to users based on their roles (physician, law enforcement, etc).

Patient Request Report	Patient prescription history
Requests History	List of all patients a user has searched (including those of a user's delegate if applicable)
Prescriber Activity Request	Summary of prescriptions prescribed by specified DEA number and the corresponding patient and pharmacy information
Dispenser Activity Request	Summary of prescriptions dispensed at specified location and the corresponding patient and prescriber information.
MyRx	History of a prescriber's prescriptions reported to the PMP

The following have been built-in as features of PMP AWARxE and are available to System Administrators:

Delinquent Pharmacies Report	Report of pharmacies that are not complying with the given data submission requirements
Pharmacy Analysis	Trend reporting of a pharmacy's data submissions
Unsolicited/Threshold Report	Report identifying patients above set parameters for number of prescriptions, prescribers, and/or dispensers within a date range

Patient History Request	List of all AWARe users requesting a report on the identified patient
Hal Rogers Grants Reporting Metrics	All metrics needed for Hal Rogers grants (note that this information is delivered as requested and not currently available as a user run report)

In addition, the reports listed below have been built-in as features of PMP AWARe, and the information is immediately available to System Administrators on their Dashboard.

AWARe Response Time	Response time of Patient Request Reports
Patient Request Report Metrics	Number of in-state or out-of-state Patient Request Reports
Users	Total users, daily active users, monthly active users

All the reports described above (also known as feature reports) are programmed and maintained by Appriss personnel. Consequently, any changes required by the state will be accommodated using the Appriss change request process. A written proposal reflecting the requested change and estimated effort will be presented to the state. Upon written approval, work is then scheduled and delivered through one of the monthly product releases.

The reports below are available through PMP Insight, Appriss' business intelligence tool. Each of these is available to System Administrators. These are part of a catalog of reports and queries that is reviewed and adjusted on a regular basis for relevance to state PMP agencies. Additionally, authorized users can use the 'ad hoc' ability of Insight to create state specific reports and queries. Appriss also offers additional PMP analysis reporting as an add-on feature, or states can request assistance in creating customized reports and queries at an additional cost.

Top Drugs	Top prescribed drugs by ingredient or by label name during defined time period
Top Prescribers	Prescribers who have written the most prescriptions within a specific time frame
Top Dispensers	Dispensers who have dispensed the most prescriptions within a specific time frame
Prescription Counts by Drug and Month	Prescription counts by drug and month

2.5.1.5 Vendor must provide data access for DPH PDMP program staff, epidemiologists, and biostatisticians for the purpose of public health prevention, surveillance, and early warning systems.

At the request of PMP staff, Appriss will provide access to PMP Insight for the purpose of providing data access for DPH PDMP program staff, epidemiologists, and biostatisticians for public health prevention, surveillance, and early warning systems.

PMP AWAxRE offers the ability to perform on-demand data querying. The business intelligence tool, PMP Insight, provides the ability to create reports 'on the fly' and schedule recurring reports for program management purposes. This capability helps administrators be much more responsive to requests from policy makers, research organizations, and other agencies for statistics and key operating metrics.

2.1.6 Additional Requirements

1. Vendor must provide current list of compatible browsers and specify backward compatibility to older versions.
2. Vendor must provide secure data storage.
3. Vendor must provide description of disaster recovery capacity, business continuity plans, and evidence of remote back-up sites. Include information regarding software, hardware, and personnel.
4. Proposal must include an overview of data collection, storage, and reporting services, including an action plan with deliverables and timelines.
5. Vendor must provide itemized description of all implementation costs including but not limited to staffing, software, and reference files.
6. Vendor must provide itemized description of operational costs including but not limited to annual maintenance, help desk, reference files, and community and provider engagement and education opportunities. Vendor must include specific information regarding support for user help, system availability times, change requests, and error resolution. Pricing description should be stratified based on data collection capabilities, dispenser reporting frequency timelines (e.g., real-time, 24 hours, 3-7 days), and any other applicable stratified pricing structures.
7. Vendor must provide itemized description of optional PDMP enhancements and associated costs including, expansion of system to accommodate additional users (i.e., itemized cost for St. Louis County providers, itemized cost for St. Louis City providers, itemized costs for additional users), ad hoc reports and data requests, and unsolicited report creation and dissemination.
8. Vendor must provide a list of PDMPs under contract as references.

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Section 4.6

✓ Appriss complies with the above-referenced RFP requirements, which are described below.

2.1.6.1 Vendor must provide current list of compatible browsers and specify backward compatibility to older versions.

PMP AWAxRE is accessed via a zero-client web browser. In other words, it operates without any browser-specific plug-ins. Below, please find a list of compatible browsers.

Internet Explorer	Version 8 and above
Chrome	Latest version and mobile Chrome
Safari	Latest version and mobile Safari
Firefox	Latest version

2.1.6.2 Vendor must provide secure data storage.

Appriss offers the fully operational hosted PMP AWAxRE solution through its partnership with Amazon Web Services' (AWS) cloud computing center. Amazon's AWS cloud computing center is a secure, durable technology platform with industry-recognized certifications and audits. AWS services and data centers have multiple layers of operational and physical security to ensure the integrity and safety of data.

2.1.6.3 Vendor must provide description of disaster recovery capacity, business continuity plans, and evidence of remote back-up sites. Include information regarding software, hardware, and personnel.

Appriss processes millions of sensitive records every month. The company takes this responsibility seriously and goes to great lengths to ensure that data is safe. Appriss leverages Amazon AWS cloud computing for storage, compute, and database. The databases and applications are replicated and redundant via the separate centers with the back-up location on hot standby. The configuration settings, databases, and file systems are encrypted and backed-up to Amazon S3 for real-time access and recovery.

Disaster Recovery Capacity, Business Continuity Plans, and Evidence of Remote Back-up Sites

Appriss has a Business Continuity and Disaster Recovery Strategy which describes Appriss' anticipation of an emergency and how such crisis will impact operations. The document also includes a data processing strategy, identifies contingency teams, preparedness procedures, notification maintenance, and plan maintenance.

Appriss services including PMP AWAxRE operate in the AWS US East (N. Virginia) region, housed in a Virtual Private Cloud. Each AWS region contains multiple distinct locations called Availability Zones (AZ). Each zone is engineered to be isolated from failures in other zones and provide inexpensive, low-latency network connectivity to other zones in the same region. By launching instances in separate Availability Zones, applications are protected from the failure of a single location.

- Data Backups are stored at multiple AWS Availability Zones.
- In addition to the daily automated backup, Amazon RDS archives database change logs. This enables the recovery of the database to any point in time during the backup retention period, up to the last 10 minutes of database usage.
- Also Amazon RDS stores multiple copies of your data. If for any reason a Single-Availability Zone Database instance becomes unusable, a point-in-time recovery can be used to launch a new DB instance with the latest restorable data.

This process will restore the database to a state within 10 minutes at the point of failure.

Software, Hardware, and Personnel

Appriss' SaaS architecture provides many advantages. The solution allows DPH to focus on administering the PMP while Appriss manages the software, hardware, bandwidth, development, maintenance, and delivery of the solution. This often leads to cost savings realized since no additional staff is needed to host, operate, and support the system.

Appriss employs more than 450 technical resources directly engaged in managing, developing, hosting, supporting, and maintaining public safety technology solutions. This allows Appriss unmatched access to resources such as database administrators (DBA), application software engineers, network, hosting, training and documentation, usability specialists, and security specialists from the company's shared technology services group. The Appriss team brings the necessary resources to the DPH project and is shown in the organization chart and qualifications described in Section 3, Key Personnel.

2.1.6.4 Proposal must include an overview of data collection, storage, and reporting services, including an action plan with deliverables and timelines.

Appriss' proposal response includes an overview of data collection, storage, and reporting services, including an action plan with deliverables and timelines. For a description of PMP AWAxRE's data collection, storage, and reporting, please refer to Section 2.1.2. In addition, Appriss has included a project plan with deliverables and timelines within Section 2.2.

2.1.6.5 Vendor must provide itemized description of all implementation costs including but not limited to staffing, software, and reference files.

Appriss has enclosed an itemized description of all implementation costs, including but not limited to staffing, software, and reference files as Section 6.d, Price Proposal Form.

2.1.6.6 Vendor must provide itemized description of operational costs including but not limited to annual maintenance, help desk, reference files, and community and provider engagement and education opportunities. Vendor must include specific information regarding support for user help, system availability times, change requests, and error resolution. Pricing description should be stratified based on data collection capabilities, dispenser reporting frequency timelines (e.g., real-time, 24 hours, 3-7 days), and any other applicable stratified pricing structures.

Appriss has enclosed the itemized cost descriptions required as Section 6.d, Price Proposal Form.

2.1.6.7 Vendor must provide itemized description of optional PDMP enhancements and associated costs including, expansion of system to accommodate additional users (i.e., itemized cost for St. Louis County providers, itemized cost for St. Louis City providers, itemized costs for additional users), ad hoc reports and data requests, and unsolicited report creation and dissemination.

Appriss has enclosed the itemized cost descriptions required as Section 6.d, Price Proposal Form.

2.1.6.8 Vendor must provide a list of PDMPs under contract as references.

Please refer to Section 1.2, Client Listing for a list of PDMPs under contract. References for other PMP AWARxE implementation projects are provided in Section 4, References.

2.2 Timeline / Project Plan

On the following pages, please find a sample implementation plan which itemizes the specific steps that will be followed in order to perform the Statement of Work detailed previously in Section 2.1 of this response.

St. Louis County PMP AWARxE Implementation

ID	Task Name	Duration	Start	Finish	Predecessors
1	St. Louis County PMP AWARxE Implementation	147 days	Wed 8/3/16	Thu 2/23/17	
2	Project Kickoff	14 days	Wed 8/3/16	Mon 8/22/16	
3	Internal Kickoff Meeting with Appriss Project Team	1 day	Wed 8/3/16	Wed 8/3/16	
4	External Kickoff Meeting with St. Louis County	1 day	Thu 8/4/16	Thu 8/4/16	3
5	Create Initial Implementation plan	3 days	Fri 8/5/16	Tue 8/9/16	4
6	Communicate Implementation Plan with Stakeholders	1 day	Tue 8/9/16	Tue 8/9/16	5FF
7	Incorporate Feedback	3 days	Wed 8/10/16	Fri 8/12/16	6
8	PMP AWARxE Demo with St. Louis County	1 day	Fri 8/12/16	Fri 8/12/16	4FS+5 days
9	Finalize Implementation Plan	6 days	Mon 8/15/16	Mon 8/22/16	7
10	Provision St. Louis County PMP AWARxE Instance	44 days	Mon 8/15/16	Thu 10/13/16	
11	Create St. Louis County PMP AWARxE environment	15 days	Mon 8/15/16	Fri 9/2/16	
12	Add St. Louis County to PMP Clearinghouse	10 days	Mon 9/5/16	Fri 9/16/16	11
13	Configure Clearinghouse Validations	7 days	Mon 10/3/16	Tue 10/11/16	32
14	St. Louis County Program Admin Users Register for AWARxE	5 days	Mon 9/5/16	Fri 9/9/16	11
15	Make St. Louis County visible in Clearinghouse	2 days	Tue 11/8/16	Wed 11/9/16	12,59SS-2 days
16	Conduct AWARxE Training with St. Louis County Program Admin(s)	3 days	Mon 9/12/16	Wed 9/14/16	14
17	Configure User Administration and Reporting	21 days	Thu 9/15/16	Thu 10/13/16	
18	St. Louis County Program Admin configures PMP AWARxE	10 days	Thu 9/15/16	Wed 9/28/16	16
19	Discuss any issues reported by St. Louis County (as needed)	5 days	Tue 9/27/16	Mon 10/3/16	18FS-2 days
20	User Application Configurations Completed	0 days	Tue 10/4/16	Tue 10/4/16	19FS+1 day
21	Appriss review of AWARxE configurations	7 days	Wed 10/5/16	Thu 10/13/16	20



St. Louis County PMP AWARxE Implementation

ID	Task Name	Duration	Start	Finish	Predecessors
22	User, Dispenser and Guide Review	39 days	Mon 8/22/16	Thu 10/13/16	
23	Users & Dispensers	27 days	Mon 8/22/16	Tue 9/27/16	
24	Collect List of Provider and Pharmacy email addresses For Communications	10 days	Mon 8/22/16	Fri 9/2/16	
25	St. Louis County to provide list of pharmacies (DEA #) required to report	7 days	Mon 9/5/16	Tue 9/13/16	24
26	Appriss to review list of pharmacies required to report	10 days	Wed 9/14/16	Tue 9/27/16	25
27	Dispensation Guide	30 days	Mon 8/22/16	Fri 9/30/16	
28	Create 1st draft of Dispensation Guide	15 days	Mon 8/22/16	Fri 9/9/16	
29	Conduct Dispensation Guide Review with St. Louis County	5 days	Mon 9/12/16	Fri 9/16/16	28
30	Incorporate Feedback from St. Louis County	7 days	Mon 9/19/16	Tue 9/27/16	29
31	Finalize Dispensation Guide	2 days	Wed 9/28/16	Thu 9/29/16	30
32	Dispensation Guide for AWARxE approved by St. Louis County	0 days	Fri 9/30/16	Fri 9/30/16	31F5+1 day
33	User Registration and Support Guides	9 days	Mon 10/3/16	Thu 10/13/16	
34	Draft user registration and support guides	3 days	Mon 10/3/16	Wed 10/5/16	32
35	Update guides to reflect site configurations	2 days	Thu 10/6/16	Fri 10/7/16	34
36	St. Louis County reviews user guides (i.e. user roles and delegates)	2 days	Mon 10/10/16	Tue 10/11/16	35
37	Appriss incorporate feedback from St. Louis County	2 days	Wed 10/12/16	Thu 10/13/16	36
38	Provide finalized user guides to St. Louis County	0 days	Thu 10/13/16	Thu 10/13/16	37
39	Program Communications	122 days	Mon 8/15/16	Tue 1/31/17	
40	Data Submitter (Pharmacy) Communications	42 days	Mon 8/15/16	Tue 10/11/16	
41	Provide communication templates to St. Louis County for review	5 days	Mon 8/15/16	Fri 8/19/16	
42	Update communication with St. Louis County feedback	7 days	Mon 10/3/16	Tue 10/11/16	41,32



St. Louis County PMP AWARxE Implementation

ID	Task Name	Duration	Start	Finish	Predecessors
43	Send 1st communication to data submitters (announcing PMP, info about reporting etc.)	1 day	Wed 10/12/16	Wed 10/12/16	42
44	Send 2nd communication to data submitters (Clearinghouse registration open, link to Disp Guide, requirements for reporting etc.)	1 day	Thu 11/10/16	Thu 11/10/16	43FS+20 days
45	Send 3rd communication to data submitters - REMINDER	1 day	Fri 12/9/16	Fri 12/9/16	44FS+20 days
46	Send 4th communication to data submitters - REMINDER	1 day	Mon 1/9/17	Mon 1/9/17	45FS+20 days
47	Send 5th communication to data submitters - REMINDER	1 day	Tue 1/31/17	Tue 1/31/17	46FS+15 days
48	Send final communication to data submitters (Go-live approaching etc.)	1 day	Wed 2/1/17	Wed 2/1/17	47
49	Users Communications	125 days	Mon 8/15/16	Fri 2/3/17	
50	Provide communication templates to St. Louis County for review	5 days	Mon 8/15/16	Fri 8/19/16	
51	Update communication with St. Louis County feedback	10 days	Mon 8/22/16	Fri 9/2/16	50
52	Send 1st communication to users (announcing PMP, target timeline etc.)	1 day	Mon 9/5/16	Mon 9/5/16	51
53	Send 2nd communication to users (highlight features of system, requirements for use etc.)	1 day?	Tue 10/25/16	Tue 10/25/16	52FS+35 days
54	Send 3rd communication to users - REMINDER	1 day?	Wed 12/14/16	Wed 12/14/16	53FS+35 days
55	Send final communication to users (how to access, search etc.)	1 day	Tue 1/31/17	Tue 1/31/17	54FS+33 days
56	Deployment	70 days	Thu 11/10/16	Wed 2/15/17	
57	PMP Clearinghouse Deployment Launch	60 days	Thu 11/10/16	Wed 2/1/17	
58	Data Submitter Registration for Clearinghouse Open	0 days	Thu 11/10/16	Thu 11/10/16	59SS
59	Data Submitter Registration with PMP Clearinghouse	58 days	Thu 11/10/16	Mon 1/30/17	



St. Louis County PMP AWARe Implementation

ID	Task Name	Duration	Start	Finish	Predecessors
60	State Admin to approve or reject all pending data submitter registrations	1 day	Mon 1/30/17	Mon 1/30/17	59FS-1 day
61	PMP Clearinghouse go-live for data submitters	0 days	Mon 1/30/17	Mon 1/30/17	60
62	PMP AWARe Deployment Launch	11 days	Wed 2/1/17	Wed 2/15/17	
63	PMP AWARe go-live for users	1 day	Wed 2/1/17	Wed 2/1/17	
64	Post-Production Review with St. Louis County	10 days	Thu 2/2/17	Wed 2/15/17	63
65	Project Closeout	4 days	Thu 2/16/17	Tue 2/21/17	
66	Project signoff	0 days	Thu 2/16/17	Thu 2/16/17	64
67	Turnover to support	4 days	Thu 2/16/17	Tue 2/21/17	66



2.2 Transition Plan

To the St. Louis County DPH project, Appriss brings specialized expertise in the area of data conversion and system transition. Specific to PMP AWARxE, we have already migrated approximately 80 million records during the implementation of seven states (Kansas, Mississippi, Nevada, Idaho, South Dakota, South Carolina, and North Dakota). With these states, Appriss will have migrated well over 150 million dispensation records from myriad systems – home grown and commercial, off-the-shelf.

Appriss has successfully converted historical data from six state PMPs across three different PMP software platforms. We are currently migrating two other PMPs - one from a vendor from which we have already migrated and another from a system homegrown by the state. Our experience with PMP data conversion has allowed us to create tools best practices for successfully migrating PMP data. Our data conversion plan includes all of these best practices. We will provide and execute a comprehensive historical data migration plan that will ensure data from the legacy system is normalized and available for use in the new system.

The complexity of converting PMP data to a new system requires very thoughtful planning based on prior experience. The overall objective is to provide full transparency by communicating the following:

- Overall process and milestones with converting the PMP data
- Data expected to be received
- Data received
- Data conversion processes
- Data exceptions while processing
- Data exception mitigations
- QA of data in test application
- Data loaded into production
- User acceptance testing of data in production

Our goal with the transparency of the conversion is to provide a complete audit of every record received through the load to production to eliminate any questions or concerns about the migration.

2.4 Estimate of Hours for Services

Appriss is a SaaS company that operates using a SaaS business and pricing model. As such, the number of hours required for performance of each task in the proposal is not applicable.

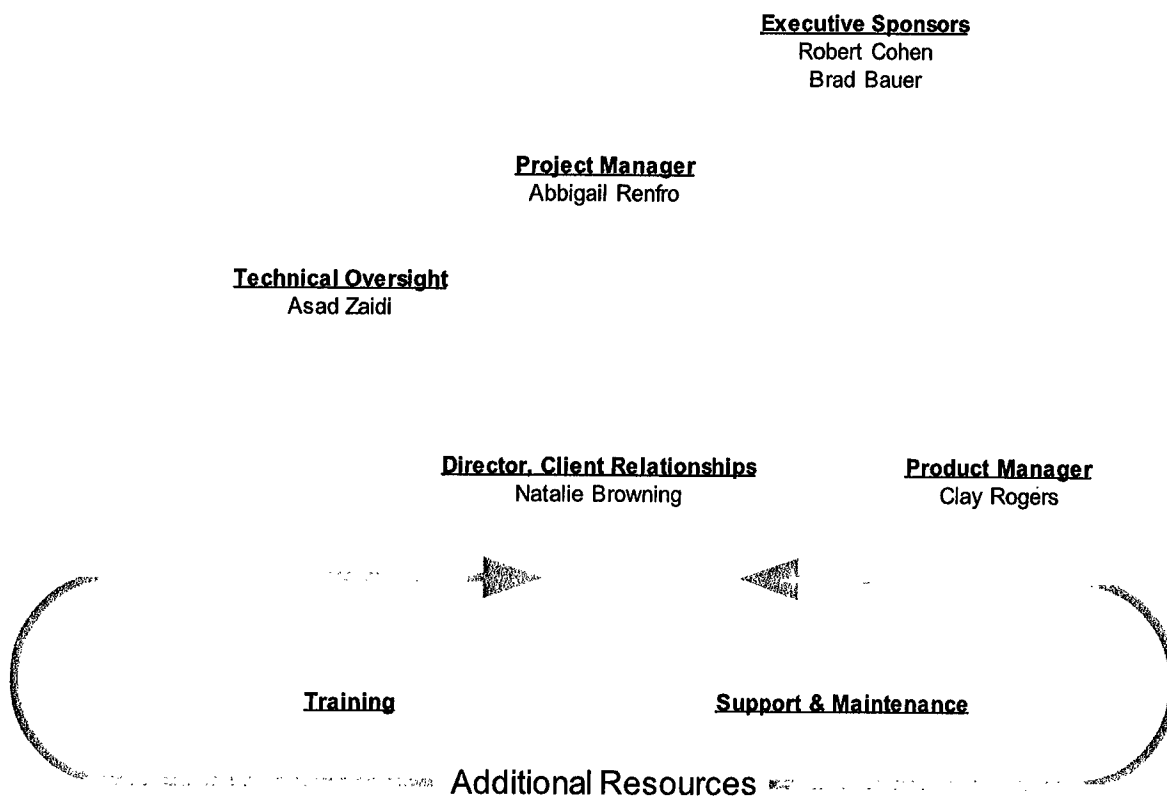
3 | KEY PERSONNEL

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List key personnel who would be assigned to work with the County. Please include professional resumes, the location of their home office, a description of the extent of staff experience, expertise with similar contracts and work related to Project, and proposed role on the project team.

3.1 Key Personnel Assigned

Appriss employs more than 450 technical resources directly engaged in managing, developing, hosting, supporting, and maintaining statewide and federal public safety technology solutions. This allows Appriss unmatched access to resources such as database administrators (DBA), application software engineers, network, hosting, training and documentation, usability specialists, and security specialists from the company's shared technology services group. The Appriss team brings the necessary resources to the St. Louis DPH project, as shown in the organization chart below.



The project will be led by **Project Manager, Abbigail Renfro** – an experienced project manager with experience overseeing new project implementations for the array of Appriss healthcare solutions. Abbi will serve as the single point of contact for all activities under this contract, responsible for developing and coordinating work plans and activities, allocating and managing project staff, reviewing and approving deliverables, and managing project schedules. Supporting Abbi will be:

- **Clinical Solutions and Government Affairs Director - Carl Flansbaum**
Carl brings experience in PMP administration and the healthcare environment. He has been a registered pharmacist for more than 20 years and has extensive experience developing and working with healthcare data systems and applications. Prior to working at Appriss, he served as the Director of the New Mexico Board of Pharmacy's Prescription Monitoring Program, where he became deeply knowledgeable of all aspects of state PMPs. Carl has participated in many national discussions regarding PMPs and their operational challenges and serves as Appriss' liaison with a number of national organizations and government associations focused on PMP issues. Carl works with the Appriss team and state clients in developing PMP related clinical and analysis solutions.
- **Product Manager - Clay Rogers**
Clay brings 13 years of experience in information technology solutions and is responsible for the ongoing evolution of our healthcare solutions including PMP AWAxRxE. As the Product Manager, Clay will work with stakeholders to prioritize, design, develop, and deliver enhancements to the healthcare solutions.
- **Director of Client Relationships – Natalie Browning**
Natalie has over 10 years of experience related to account management and focus on customer needs. Natalie oversees a group of Client Relationship Manager (CRM) resources within the Appriss Health Information Solutions division. For the St. Louis County PMP project, Natalie will be responsible for assigning a dedicated and experienced CRM to coordinate training sessions and serve as the primary point of contact following the implementation period.

Mr. Asad Zaidi, Appriss' Vice President of Healthcare Engineering, will provide technical oversight to the St. Louis County PMP project. Asad brings over 25 years of professional IT experience in healthcare, financial services, logistics, airlines and consulting with Fortune 500 companies.

3.2 Professional Resumes

Professional resumes for the key staff proposed are included in the following section.

KEY STAFF RESUMES



Location of Home Office:

- 10401 Linn Station Road, Louisville, KY 40223

Extent of Staff Experience:

- ✓ 9 years of related professional experience; 5 years of experience with Appriss' public safety products

Expertise with Similar Contracts and Work Related to Project:

- ✓ Served as the PMP AWAxRE Project Manager for statewide implementations in South Dakota, South Carolina, Massachusetts, and Pennsylvania

Proposed Role on Team: Project Manager

Abbigail Renfro has experience in client relations and project management. She has excellent communication skills and an exceptional level of attention to detail. Her responsibilities include overseeing new project implementations for the array of healthcare solutions at Appriss. Abbi will serve as the single point of contact for implementation of all activities under this contract, responsible for developing and coordinating work plans and activities, allocating and managing project staff, reviewing and approving deliverables, and managing project schedules and finances.

EDUCATION

Bachelor of Science, Communication, University of Kentucky (2006)

PROFESSIONAL EXPERIENCE

Appriss Inc., Louisville, KY (2014-present) – Project Manager

- Coordinate all aspects of a product or service offering(s) project for a client, from inception to installation
- Facilitate installations of capitalized equipment or enterprise software systems, system integration or consulting projects/engagements
- Interact extensively with sales, systems engineering, product development, and other members of cross-functional teams
- Focus on the delivery of new or enhanced products to improvement of customer satisfaction through the use of technology
- Manage resources and oversee schedules and budgets to ensure goal attainment
- Document all aspects of project implementation including business needs, project plans and status updates

Appriss Inc., Louisville, KY (09/2011 – 09/2014) – Client Relationship Manager

- Provide ongoing support for SAVIN/VINE victim notification systems for the following sites: California, Illinois, Minnesota, New Jersey, Pennsylvania, and Virginia
 - Provide ongoing technical status updates
 - Coordinate new interface development between customer site and Appriss Project Team
 - Document technical inquiries and facilitate research among Appriss resources
- Protect ongoing revenue and assist with funding strategies as needed
- Work with lobbyists to generate/protect funding streams
 - California funding secured in 2012 & 2014 for two consecutive two year grants

ABBIGAIL RENFRO | resume

- Pennsylvania funding secured in 2014
- Generate revenue from new business opportunities
- Identify customer needs and utilize resources to meet and/or exceed customer and company expectations
- Serve as an advocate and liaison between the customer and Appriss
- Assist clients with reporting and tracking technical support issues
- Lead new initiatives to improve processes
 - CRM Team Project Manager for Missed Notification Automation Project
 - CRM Team Project Coordinator for AWACS roll-out
 - CRM Team support role for EOL Automation Project
 - CRM training support for CHOICE product
- Attend law enforcement and victim services conferences to promote the VINE program and create relationships with system users
- Facilitate ongoing conference calls with customers, support team leads and project management team to address all technical aspects of site
- Engage the Appriss training staff to develop ongoing training plans for customers
- Facilitate meetings with Appriss Product Team to communicate customer product enhancement requests and assist in identifying a solution

IdentiSys, Inc. (11/2009 – 09/2011) – District Sales Manager

- Facilitate the sale of Identification and Security products to commercial customers; Products include, but not limited to: Photo ID Systems, Access Control and CCTV, Instant Issuance and Embossing Machines for Financial Market, Shredders etc.
- Make cold calls to prospective clients both on the telephone and in person
- Meet with prospective clients and assess their ID and security system needs
- Develop marketing campaigns to reach prospective clients (email blasts, direct mail etc.)
- Develop and maintain client relationships in order to establish rapport
- Maintain/Expand current accounts and generate new business
- Awards and Accolades:
 - Met and exceeded target unit goal for 2010
 - Awarded Bonus/Incentives for meeting 2010 unit goal

Clear Channel Radio (11/2007 – 10/2009) – Sales & Marketing

- Make cold calls to prospective clients both on the telephone and in person
- Meet with prospective clients and assess their marketing goals/needs
- Develop advertising campaign and marketing strategies for clients
- Develop and maintain client relationships in order to establish rapport
- Maintain current accounts and generate new business
- Awards and Accolades:
 - #1 in New Business sales for Account Executives 2 yrs. and under; Q1 2009
 - Surpassed budget Q1 and Q2; 2009
 - Awarded Bonus for New Business sales; August 2008
 - \$90,000 in new business sales; 2008
 - Total Sales 2008-\$175,000
 - #1 in training class for New Business Annual Sales

Location of Home Office:

- 10401 Linn Station Road, Louisville, KY 40223

Extent of Staff Experience:

- ✓ 13 years of related professional experience; 10 years of experience at Appriss
- ✓ Experience as a Product Manager for the PMP Interconnect (Secure State PMP Data Exchange), Appriss Health Information Solutions

Expertise with Similar Contracts and Work Related to Project:

- ✓ Served as the PMP AWARe Product Manager for statewide implementations in Idaho, Nevada, North Dakota, Mississippi, and Kansas

Proposed Role on Team: Product Manager

Mr. Clay Rogers brings 13 years of related professional experience, which includes 9 years of experience at Appriss. Since 2013, Clay has been involved in Appriss' Health Information Solutions division as a product manager with responsibility for PMP AWARe and PMP Interconnect.

EDUCATION

Master of Science, Applied Information Technology, Bellarmine University, Louisville, KY (2006);
Bachelor of Science, Finance/Economics and Political Science Minor, Georgetown College, Georgetown, KY (2000)

SKILLS

SDLC, SCRUM, Product Management, Strategic Planning, Integrations, Project Management, Management, IT Service Management, Security, Business Analysis.

APPLICATIONS

MS Office, MS Project, MS Access, MS Visio

PROJECT EXPERIENCE

Prescription Monitoring Program (PMP) AWARe, Appriss Health Information Solutions, Louisville, KY (2013-present) – Product Manager

Product manager responsible for all aspects of product development for PMP AWARe solutions. Manages product strategy, product requirements and product roadmap. Drives strategic engagement and projects including interoperability demonstration projects with ONC. Directly responsible for implementation and onboarding of early adopter states including Idaho, Kansas, Mississippi, Nevada and North Dakota.

PMP Interconnect (Secure State PMP Data Exchange), Appriss Health Information Solutions, Louisville, KY (2013-present) – Product Manager

33 state PMPs, 2 hospital networks and 1 HIE connected. The hub currently supports nearly 3 million interstate requests each month.

G. CLAY ROGERS | resume

Appriss Health Information Solutions, Louisville, KY (2013-present) – Product Manager

Evaluate business opportunities to define and optimize the product portfolio through analysis and understanding of targeted markets, market trends, new technology, customer business issues, and the competitive environment. Use technical expertise and extensive industry experience to formulate product strategies and identify new product opportunities. Collaborate with research and development to create products and validate early product definitions. Manage entire business line of health information products through cross-functional teams consisting of development, sales, marketing, delivery, support, and account management. Apply broad knowledge of product capabilities and service offerings with in-depth analysis of market position to create and expand the portfolio of products and solution alternatives.

Appriss, Louisville, KY (2007 – 2013) – Manager, Professional Services

Managed portfolio of projects and project teams that deliver our products and services. Led team of integration engineers, systems analysts, business analysts, and project managers.

Services provided: API integrations; web automation and web scraping development; analysis, design, and documentation for new application development; reverse engineer complex data sources; adapter development. ETL extract, transform, and load; and project management.

Projects include:

- Design, development, and delivery of PMP AWA RxE. Next generation Prescription Monitoring Program.
- Design, development, and delivery of PMP Interconnect. Nation's first secure data exchange for state prescription monitoring programs.
- Development of web scraping and web automation platform.
- Adapter development for external companies.
- Development of a web application (ICOTS) Interstate Compact Offender Tracking System that went live with 30,000 users.
- Implementation of MethCheck to all pharmacies in the state of Kentucky.
- Photo enhancements in five states.
- Data extractions for customers.
- Interface development for customers.

Appriss, Louisville, KY (2006 – 2007) – Project Manager

Managed statewide implementations for our VINE service in Iowa and Idaho, while also managing other miscellaneous projects. Defined and analyzed client requirements. Served as the point of contact for all site-related project activities. Implemented and maintained project budgets and schedule controls. Worked with state program managers, vendors, and individual agencies. Created and managed all project related documentation.

Bank of America Merchant Services, Louisville, KY (2004 – 2006) – Implementation Consultant / Project Manager

Managed projects for corporate merchants ensuring resources are maximized, expenses are controlled and client's expectations are met. Led and facilitated project meetings with internal and external team members. Gathered project requirements from corporate clients. Proactively identified and resolved issues. Prepared detailed project plans utilizing MS Project. Performed quality control, verifying all systems are correct prior to conversions. Performed post monitoring of projects. Produced documentation to close projects, ensuring smooth transitions to operations and relationship management.

Location of Home Office:

- 10401 Linn Station Road, Louisville, KY 40223

Extent of Staff Experience:

- ✓ Over two decades of experience in both the healthcare and web application sectors
- ✓ Over three years of direct experience involved in the PMP community
- ✓ Active in national organizations focused on PMP issues

Expertise with Similar Contracts and Work Related to Project:

- ✓ Involved in PMP projects in Louisiana, Connecticut, Rhode Island, Texas, Alaska, and South Carolina

Proposed Role on Team: Clinical Solutions and Government Affairs Director

Carl brings experience in PMP administration and the healthcare environment. He has been a registered pharmacist for more than 20 years and has extensive experience developing and working with healthcare data systems and applications. Prior to working at Appriss, he served as director of the New Mexico Board of Pharmacy's Prescription Monitoring Program, where he became deeply knowledgeable of all aspects of state PMPs. Carl has participated in many national discussions regarding PMPs and their operational challenges and serves as Appriss's liaison with a number of national organizations and government associations focused on PMP issues. Carl works with the Appriss team and state clients in developing PMP related clinical and analysis solutions.

EDUCATION

- B.S., Pharmacy, University of Pittsburgh, PA (1989)

CERTIFICATIONS / LICENSURE

- New Mexico Pharmacist License: RP00007918 (active)
- Washington Pharmacist License: PH00019398 (previous)
- California Pharmacist License: 43266 (previous)

RELEVANT PROJECT EXPERIENCE

Involvement as Client Relationships Director providing direct involvement or oversight of current contract obligations and new enhancements for all PMP state accounts (25 states)

Direct Client Relationships Manager for selected states

Involvement as Client Relationships Director in implementations of PMP AWAxR for:

- State of Louisiana; Board of Pharmacy
- State of Connecticut, Drug Control Division, Department of Consumer Protection
- State of Rhode Island, Department of Health
- State of Texas, Board of Pharmacy
- State of Alaska, Department of Commerce, Community, and Economic Development
- State of South Carolina, Department of Health and Environmental Control (DHEC)

CARL FLANSBAUM | resume

Involvement as Director of Client Relationships and Government Affairs regarding oversight of implementation of NABP PMP InterConnect v4 API rollout to selected states

PROFESSIONAL EXPERIENCE

Appriss, Louisville, KY (April 2016 - Present) – Director of Clinical Solutions and Government Affairs

Focused on developing, implementing and maintaining clinical and analytical enhancements to the Health Care product line. Works with states regarding functionality requirements as well as on large scale projects and initiatives. Primary liaison with government and national organizations regarding PMP issues.

Appriss, Louisville, KY (2015 – April 2016) – Director of Client Relationships and Government Affairs

Primarily responsible for oversight of account management of state Prescription Monitoring Program (PMP) clients for multiple company products. Primary liaison with government and national organizations regarding PMP issues. Heavily involved in future strategy and product evolution of the company's Healthcare sector.

New Mexico Board of Pharmacy, Albuquerque,
Prescription Monitoring Program Director

NM March 2013 – June 2015

St. Joseph Medical Center/Peacehealth, Bellingham, WA
Clinical Pharmacist

December 2001 – August 2012

Datacist, Inc., Bellingham, WA
Business Owner, Web Application Developer

June 2010 – June 2012

Planet C. Publishing (Studio C & Cyber Cyclery), Bellingham, WA
Business Owner, Web Site Developer

January 1995 – 2001

University of Washington Medical Center, Seattle, WA
Staff Pharmacist

October 1993 – May 1996

Location of Home Office:

- 10401 Linn Station Road, Louisville, KY 40223

Extent of Staff Experience:

- ✓ 16 years of professional experience which includes 10 years of experience in various roles at Appriss focused on customer needs.
- ✓ Demonstrated expertise in implementing strategies that improve client satisfaction
- ✓ Solid foundation in account management and is sharply focused on meeting customer needs

Expertise with Similar Contracts and Work Related to Project:

- ✓ Involved in PMP projects in Kansas, Idaho, Mississippi, North Dakota, South Dakota, Nevada, and Ohio

Proposed Role on Team: Director, Client Relationships

Natalie has 16 years of professional experience which includes 10 years of experience in various roles at Appriss focused on customer needs. Natalie oversees a group of Client Relationship Manager (CRM) resources within the Appriss Health Information Solutions division. For the DPH project, Natalie will be responsible for assigning a dedicated and experienced CRM to coordinate training sessions and serve as the primary point of contact following the implementation period.

EDUCATION

Business Management, Sullivan University. – Louisville, KY

RELEVANT PROFESSIONAL EXPERIENCE

Appriss Inc., Louisville, KY

Director of Client Relationships, Health Information Solutions

Director of Client Relationships, Information Services

Manager of Account

Account Manager

May 2006 – present

Jan 2014 – present

Jun 2012 – Jan 2014

Jan 2009 – Jun 2012

May 2006 – Jan 2009

Services

- Leading key initiatives for direct clients and national channel partners in multiple healthcare industries including Ambulatory, E-Prescribing, Pharmacy, etc.
- Effectively driving efforts to grow existing revenue base, strengthen relationships, align business objectives with c-levels, negotiate contracts, and successfully accomplish strategic goals.
- Maximize the combination of healthcare direction with our product road map to enhance revenue and maintain our status as pioneers in the industry through creative c-level conversations, marketing, business development, and proactive vision and brainstorming sessions.
- Continue to ensure consistent delivery of white-glove service for multiple client bases over tenure including Government, Commercial Data Services and Healthcare to guarantee a positive Client experience.

NATALIE BROWNING | resume

- Align internal resources to provide and ensure effective communication between departments to solve any client pain points/escalations as needed and drive progress.
- Created and managed client strategy for national pharmacy chains such as CVS, Rite Aid, Kroger and Wal-Mart. Maintained 100% retention rate from 2009 to 2014.

United Parcel Service (UPS), Louisville, KY

Account Executive

Business Development Associate

Human Resources, Program Supervisor

International Call Center Representative

May 1998 – May 2006

Jan 2005 – May 2006

Jan 2003 – Jan 2005

May 2000 – Jan 2003

May 1998 – 2000

- Responsible for growing and servicing 100 small to medium size business accounts concentrating on UPS logistics, freight and mail segments.
- Cultivated multi-level customer relationships to address the specific operational needs of key decision-makers up to Owners, CEO, CFO and General Managers.
- Integrated customized technology solutions to retain and further penetrate client expedited mail needs and coordinated cross functional support with UPS Operations, Finance and Solutions.
- Accountable for retaining account base while ensuring a high level of customer satisfaction which includes responding to customer concerns, developing solutions, providing follow-up on client matters, coordinating contract implementations.
- Responsible for coordinating all aspects of customer visits to UPS Worldport in Louisville, Kentucky which included negotiating vendor contracts, preparing agendas, managing budgets, and facilitating the flow of information and services.
- Acted as a primary liaison between UPS Public Relations and various UPS internal/external customers.
- Conducted presentations to UPS management, customers, vendors, and community organizations.

Location of Home Office:

- 10401 Linn Station Road, Louisville, KY 40223

Extent of Staff Experience:

- ✓ Over 25 years of professional IT experience in Healthcare, Financial Services, Logistics, Airlines and Consulting with Fortune 500 companies.
- ✓ 14 years of combined Healthcare experience with Humana, Trover Solutions, and Appriss
- ✓ Experienced in leading Application Development, Support, Project Management, Quality Assurance, Infrastructure, and Vendor engagement

Proposed Role on Team: Technical Oversight

Asad is an experienced IT leader who has successfully delivered, implemented and supported complex Web, Mobile, Collaboration and large volume transaction processing applications. He has proven people management, and business relationship skills. Asad is an experienced leader with the ability to set direction, and align and motivate a global team (state-side and offshore).

4 | REFERENCES

RFP Page 9
Section 6.3(4)

In this section also include five (5) references of organizations that used proposer for implementation of PDMPs within the last five (5) years. Each reference must include the organization's name, mailing address, contact name, contact telephone, email information, and the specific service(s) provided by the Proposer.

Below, please find five (5) references of organizations that used Appriss for the implementation of PDMPs within the last five (5) years.

***** CLAIM OF CONFIDENTIALITY REQUESTED BELOW *****

Appriss respectfully requests that the information contained below be exempted from Chapter 610 of the Revised Statutes of Missouri and treated as confidential, business trade secret information.

Contact Name	Mark J. Hardy, Pharm D, Executive Director
Name of Agency and Mailing Address	North Dakota Board of Pharmacy 1906 East Broadway Avenue Bismarck, ND 58501
Contact Telephone Number	(701) 328-9535
Email Address	ndbophpdmp@btinet.net
Services Provided by Appriss	Appriss provides the PMP system for the North Dakota Board of Pharmacy. The system processes roughly 1.3 million records per year and has more than 3,000 users.

Contact Name	Alexandra Blasi, JD, MBA, Executive Secretary
Name of Agency and Mailing Address	Kansas State Board of Pharmacy 800 SW Jackson, Ste. 1414 Topeka, KS 66612

Contact Telephone Number (785) 296-4056

Email Address alexandra.blasi@ks.gov

Services Provided by Appriss Implemented in 2013 and currently live, Appriss provides the PMP solution for the Kansas State Board of Pharmacy. The system processes roughly 6 million records annually and has over 7,800 users.

Contact Name YenH Long, Pharm.D., BCACP

Name of Agency and Mailing Address Nevada Board of Pharmacy
431 W. Plumb Lane
Reno, NV 89509

Contact Telephone Number (775) 687-5694

Email Address ylong@pharmacy.nv.gov

Services Provided by Appriss Appriss provides PMP AWARe for the Nevada State Board of Pharmacy.

Contact Name Dana Crenshaw, Program Director

Name of Agency and Mailing Address Mississippi Board of Pharmacy
6360 I-55 North, Suite 400
Jackson, MS 39211

Contact Telephone Number (601) 899-0138

Email Address dcrenshaw@mbp.ms.gov

Services Provided by Appriss Appriss provides the PMP system for the Mississippi State Board of Pharmacy. The system processes roughly 7.2 million records per year and has more than 10,000 users.

Contact Name Angela Birt, Chief Investigator

Name of Agency and Mailing Address State of Alaska, Division of Corporations, Business & Professional Licensing
550 West 7th Avenue, Suite 1500
Anchorage, Alaska 99501-3567

Contact Telephone Number (907) 269-4964

Email Address angela.birt@alaska.gov

Services Provided by Appriss Appriss recently transitioned Alaska from a previous PMP solution to PMP AWARe. Appriss' PMP is now live and providing prescription drug monitoring services to Alaskans through this contract with the Division of Corporations, Business & Professional Licensing.

***** CLAIM OF CONFIDENTIALITY REQUESTED ABOVE *****

5 | SUPPLEMENTAL SERVICES

*RFP Page 9
Section 6.3(5)* **Supplemental Services (optional) – any other related and recommended products or services not specified in this RFP which may be considered when deemed in the best interest of the County for the Project.**

Appriss has been delivering statewide mission-critical public safety technology solutions since 1994. Appriss' primary mission is to provide technology solutions that help to *keep communities safe and informed*. Since inception twenty years ago, Appriss has delivered over 100 different statewide public safety technology solutions across all 50 states including Missouri.

Appriss is a diversified, growing, financially strong and profitable privately held company. Appriss' partner agencies entrust us to deliver, host, support and secure some of their most important solutions while protecting sensitive information.

In addition to our Health Information Solutions division, Appriss' products and services are focused around public safety, insurance, and risk and compliance. The timeline on the following page provides a high-level overview of other Appriss services.

The company's Victim Information Notification Everyday (VINE®) solution is the nation's leading automated victim notification solution. JusticeXchange® provides access to the nation's largest near real-time data network of incarcerated persons, helping law enforcement more easily find wanted individuals.

Appriss provides the technology for NPLEx® (National Precursor Log Exchange), an electronic tracking service that monitors and blocks the illegal sale of over-the-counter cold medicines containing pseudoephedrine, a key ingredient in the manufacture of methamphetamine.

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



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NPLeX® (National Precursor Log Exchange), an electronic tracking service that monitors and blocks the illegal sale of over-the-counter cold medicines containing pseudoephedrine

then, 4

U.S. have solutions.



JusticeXchange® provides access to the nation's largest near real-time data network of incarcerated persons.



Appriss introduced our Prescription Monitoring Program (PMP) **AWARxE** which helps states promote health and safety and mitigate fraud and abuse of controlled substances.

Kentucky's Open Portal Solution (KyOPS) evolved from its beginning to a robust statewide law enforcement field reporting and RMS.

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6 | REQUIRED FORMS

- RFP Page 9
Section 6.3(6)*
- a. Work Authorization Affidavit for Business Enterprise Entities Pursuant to 285.530 R.S.Mo. (see Attachment 1)*
 - b. Authorized Signatures (see Attachment 2)*
 - c. Exceptions to Section 8.0 (see Attachment 3)*
 - d. Price Proposal Form (see Attachment 4)*
 - e. Addendum Acknowledgement Forms (to be included when addenda are issued)*

Enclosed in this section, please find the requested forms:

- 6.a Work Authorization Affidavit for Business Enterprise Entities (Attachment 1)**
- 6.b Authorized Signatures (Attachment 2)**
- 6.c Exceptions to Section 8.0 (Attachment 3)**
- 6.d Price Proposal Form (Attachment 4)**
- 6.e Addendum Acknowledgement Forms**

**Work Authorization Affidavit
(Attachment 1)**



**ATTACHMENT 1
E-VERIFY IMMIGRATION LAWS AFFIDAVIT IN EXCESS OF \$5000.00
INSTRUCTIONS FOR COMPLIANCE WITH SECTION 285.530(2) R.S. Mo.**

Missouri Revised Statutes Section 285.530(2) requires recipients of St. Louis County contracts in excess of \$5,000 to provide an affidavit and documentation showing that the contracting party participates in a federal work authorization program with respect to employees working on the contracted services:

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530(2) R.S.Mo.

Business Entities

Pursuant to 285.530(2) R.S.Mo., business entities awarded St. Louis County contracts in excess of \$5,000 must affirm their enrollment and participation in a federal work authorization program with respect to the employees working on the contracted services by:

- (1) Submitting a completed, notarized copy of the WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES form, and
- (2) Providing documentation affirming the business entity's enrollment and participation in a federal work authorization program (see below) with respect to the employees that are working in connection with the contracted services.

A Federal work authorization program is an electronic verification of work authorization program or any equivalent federal work authorization program operated by the United States Department of Homeland Security. The E-Verify program is an internet-based work authorization program and is a widely-used worker verification program offered by the Department of Homeland Security.

Information on the E-Verify program can be found at www.uscis.gov/e-verify or at www.uscis.gov/portal/site/uscis by clicking on the E-Verify icon on the left side of the screen. The E-Verify Memorandum of Understanding ("MOU") can be found at www.gov/files/nativedocuments/MOU.pdf.

Acceptable documents to show enrollment and participation in the E-Verify program consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the employer, and (2) a valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division.

Individuals or Sole Proprietorships

Pursuant to 208.009 R.S.Mo., no alien who is unlawfully present in the United States shall receive any contract from local governments, including St. Louis County. Accordingly, individuals or sole proprietorships awarded any contract with St. Louis County must complete a WORK AUTHORIZATION CERTIFICATION FOR INDIVIDUALS form and choose one of the three options listed. The required documents must be attached to the form indicating which option you choose in order to show compliance with Section 208.009 R.S.Mo. If you choose option two (#2), then you must also complete and return a WORK AUTHORIZATION AFFIDAVIT FOR INDIVIDUALS form.

Failure to Comply

Compliance with Section 285.530(2) R.S.Mo. is required for any contract with St. Louis County in excess of \$5,000. If a business entity that is awarded a contract does not complete and return the required documents and/or affidavits to St. Louis County as part of the contract, this failure will be deemed a breach of the terms of such contract. St. Louis County, Missouri has the right to refuse to honor any contracts or orders, both present and future, with any business entity that does not provide the affidavits and/or documents required by 285.530(2) R.S.Mo. to St. Louis County. Pursuant to Section 208.009 R.S.Mo., no contract for any amount shall be awarded to any individual by St. Louis County without documents showing proof of that person's citizenship or lawful presence, or by individual affidavit averring to the individual's citizenship or lawful presence in the United States.



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**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF
UNDERSTANDING FOR EMPLOYERS USING A E-VERIFY EMPLOYER AGENT**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), **Appriss Inc** (Employer), and **The Ultimate Software Group, Inc** (E-Verify Employer Agent) regarding the Employer's and E-Verify Employer Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the E-Verify Employer Agent. References to the Employer include the E-Verify Employer Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer (through the E-Verify Employer Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the E-Verify Employer Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

E-Verify



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3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer (through the E-Verify Employer Agent) access to selected data from DHS's database to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and E-Verify Employer Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to make available to the Employer (through the E-Verify Employer Agent), at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the E-Verify Employer Agent) anti-discrimination



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notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the E-Verify Employer Agent a user identification number and password that will be used exclusively by the E-Verify Employer Agent, on behalf of the Employer, to verify information provided by employees with DHS's databases.
6. DHS agrees to safeguard the information provided to DHS by the Employer (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.
7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government workdays of the initial inquiry.
8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS (through the E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish



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identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
 6. The Employer agrees to initiate E-Verify verification procedures (through the E-Verify Employer Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification, through the E-Verify Employer Agent, by notating the Form I-9 in circumstances where the



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employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer (through the E-Verify Employer Agent) performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

7. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify (through its E-Verify Employer Agent) for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.
8. The Employer (through its E-Verify Employer Agent) agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
9. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work, or otherwise mistreating an employee) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final



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nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the E-Verify Employer Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.



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D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.
 - a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.
 - b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.
 - c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and then selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.
 - d. Employer that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days



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after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

- e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II, part D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local, tribal governments, and sureties.
- f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.
- g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause (through their E-Verify Employer Agent) may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with Article II.C.4, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.4, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.4, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.4, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent



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to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.4, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

E. RESPONSIBILITIES OF THE E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures.
3. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of the program.
4. The E-Verify Employer Agent agrees to obtain the necessary equipment to utilize E-Verify.
5. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.4 above.
6. The E-Verify Employer Agent agrees to initiate E-Verify procedures on behalf of the Employer in accordance with the E-Verify Manual and E-Verify Web-Based Tutorial. The E-Verify Employer Agent will query the automated system using information provided by the Employer and will immediately communicate the response back to the Employer. If the automated system to be queried is temporarily unavailable, the 3-day



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time period is extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. In all cases, the E-Verify Employer Agent will use the SSA verification procedures first, and will use DHS verification procedures only as directed by the SSA verification response.

7. The E-Verify Employer Agent agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer (through the E-Verify Employer Agent), will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer (through the E-Verify Employer Agent) within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

Page 10 of 15 | E-Verify MOU for Employer (Client) using a E-Verify Employer Agent | Revision Date 09/01/09
www.dhs.gov/E-Verify



Company ID Number: 116278
Client Company ID Number: 618211

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.
5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer (or the E-Verify Employer Agent) will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:
 - Scanning and uploading the document, or
 - Sending a photocopy of the document by and express mail account (paid for at employer expense).
7. If the Employer (through the E-Verify Employer Agent) determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.4 with the image generated in E-Verify, the Employer (through the E-Verify Employer Agent) must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

ARTICLE IV

SERVICE PROVISIONS



Company ID Number: 116278
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The SSA and DHS will not charge the Employer or the E-Verify Employer Agent for verification services performed under this MOU. DHS is not responsible for providing the equipment needed to make inquiries. A personal computer with Internet access is needed to access the E-Verify System.

ARTICLE V

PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors, or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the E-Verify Employer Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the E-Verify Employer Agent, the Employer, or their agents, officers, or employees.



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- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the E-Verify Employer Agent or the Employer.
- F. Participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
- G. The foregoing constitutes the full agreement on this subject between DHS, the Employer and the E-Verify Employer Agent.

Appriss Inc (Employer) hereby designates and appoints The Ultimate Software Group, Inc (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out Appriss Inc (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.



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The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent and DHS respectively.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Appriss Inc

Robin Coffey
Name (Please Type or Print)

Human Resources Coordinator
Title

[Signature]
Signature

12/19/12
Date

E-Verify Employer Agent The Ultimate Software Group, Inc

Denese Carpenter
Name (Please Type or Print)

Title

Electronically Signed
Signature

11/18/2012
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

12/19/2012
Date

**Information Required
For the E-Verify E-Verify Employer Agent Program**

Information relating to your Company:

Company Name: Appriss Inc



Company ID Number: 116278
Client Company ID Number: 618211

Company Facility Address: 10401 Linn Station Road

Suite 200

Louisville, KY 40223

County or Parish: JEFFERSON

**Employer Identification
Number: 611371324**

**North American Industry
Classification Systems
Code: 541**

Administrator:


Number of Employees: 100 to 499

**Authorized Signatures
(Attachment 2)**



**ATTACHMENT 2
 AUTHORIZED SIGNATURES**

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

		Title Senior VP, Product Strategy
		Title President of Healthcare
		Title VP Finance and Administration
		Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title

poses and says that the foregoing is a true statement of facts
 n, co-partnership or joint venture herein named, as of the date


Appriss Inc.

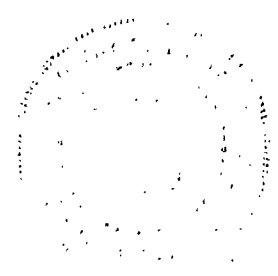
Sworn to before me

day of this June 22nd, 2016

Authorized
Signature(s)

Corporate Seal(s)

Notary Public

 Notary Seal
CRYSTAL L. RAMSEY
 NOTARY PUBLIC
 Kentucky, State At Large
 ID # 556382
 My Commission Expires 5/4/2020



**Exceptions to Section 8
(Attachment 3)**



**ATTACHMENT 3
EXCEPTIONS TO SECTION 8**

No exceptions are taken.*

Paragraph No.	Proposer's alternative language
----------------------	--

* Appriss does not take exception to Section 8 of the RFP; however, Appriss respectfully requests additional language added to the Contract Requirements. Specifically, Appriss would like the following language to Section 8:

Contractor's standard license agreement shall be attached as attachment 7-1 and incorporated herein by reference.

**Price Proposal Form
(Attachment 4)**



**ATTACHMENT 4
PRICE PROPOSAL AND SCHEDULE**

Proposer shall submit a not to exceed price for all materials, equipment, and services necessary for performance of the services under this RFP.

Proposer shall specify an hourly rate, inclusive of all administrative, travel, report production, general overhead, profit and related expenses. Proposer shall estimate the number of hours required for performance of each task in the proposal.

Proposer shall also submit a proposed schedule for the performance of the requirements of the RFP, including proposed implementation of recommendations resulting from Proposer's analysis.

See Pricing on following page.

6.d.1 Not-to-Exceed Price

RFP Page 18 Proposer shall submit a not to exceed price for all materials, equipment, and services
Attachment 4 necessary for performance of the services under this RFP.

Appriss' pricing is provided below. All pricing includes 99.9% update and reporting capabilities specified within the RFP and in this proposal response. Also included in our price is access to Appriss' PMP Insight which is our Business Intelligence tool allowing St. Louis County to run ad-hoc reports.

St. Louis County Pricing

Year 1 (Annual SaaS license with maintenance and support for weekly data collection)	\$53,500.00
Year 2 (Annual SaaS license with maintenance and support for weekly data collection)	\$53,500.00
Year 3 (Annual SaaS license with maintenance and support for weekly data collection)	\$53,500.00
TOTAL FOR THREE YEAR BASE PERIOD	\$160,500.00
Option Year 4* (Annual SaaS license with maintenance and support for weekly data collection)	\$54,837.50
Option Year 5* (Annual SaaS license with maintenance and support for weekly data collection)	\$56,208.44

**An annual 2.5% escalation rate applies to option year 4 and 5.*

is Count – Annual SaaS License with Maintenance and Support for Daily Data Collection

Year 1 (Annual SaaS license with maintenance and support for daily data collection)	\$54,750.00
Year 2 (Annual SaaS license with maintenance and support for daily data collection)	\$54,750.00
Year 3 (Annual SaaS license with maintenance and support for daily data collection)	\$54,750.00
TOTAL FOR THREE YEAR BASE PERIOD	\$164,250.00
Option Year 4* (Annual SaaS license with maintenance and support for daily data collection)	\$56,118.75
Option Year 5* (Annual SaaS license with maintenance and support for daily data collection)	\$57,521.72

**An annual 2.5% escalation rate applies to option year 4 and 5.*

Year 1 (Annual SaaS license with maintenance and support for real-time data collection)	\$78,500.00
Year 2 (Annual SaaS license with maintenance and support for real-time data collection)	\$78,500.00
Year 3 (Annual SaaS license with maintenance and support for real-time data collection)	\$78,500.00
TOTAL FOR THREE YEAR BASE PERIOD	\$235,500.00
Option Year 4* (Annual SaaS license with maintenance and support for real-time data collection)	\$80,462.50
Option Year 5* (Annual SaaS license with maintenance and support for real-time data collection)	\$82,474.06

**An annual 2.5% escalation rate applies to option year 4 and 5.*

St. Louis City Pricing

Basis of Pricing for St. Louis City:

- Please note that the pricing shown below for the City of St. Louis is predicated upon St. Louis County implementing the PMP AWARxE solution and the City of St. Louis implementing on the same instance as St. Louis County.

Year 1 (Annual SaaS license with maintenance and support for weekly data collection)	\$14,500.00
Year 2 (Annual SaaS license with maintenance and support for weekly data collection)	\$14,500.00
Year 3 (Annual SaaS license with maintenance and support for weekly data collection)	\$14,500.00
TOTAL FOR THREE YEAR BASE PERIOD	\$43,500.00
Option Year 4* (Annual SaaS license with maintenance and support for weekly data collection)	\$14,862.50
Option Year 5* (Annual SaaS license with maintenance and support for weekly data collection)	\$15,234.06

**An annual 2.5% escalation rate applies to option year 4 and 5.*

Year 1 (Annual SaaS license with maintenance and support for daily data collection)	\$15,500.00
Year 2 (Annual SaaS license with maintenance and support for daily data collection)	\$15,500.00
Year 3 (Annual SaaS license with maintenance and support for daily data collection)	\$15,500.00
TOTAL FOR THREE YEAR BASE PERIOD	\$46,500.00
Option Year 4* (Annual SaaS license with maintenance and support for daily data collection)	\$15,887.50
Option Year 5* (Annual SaaS license with maintenance and support for daily data collection)	\$16,284.69

**An annual 2.5% escalation rate applies to option year 4 and 5.*

- Annual SaaS License with Maintenance and Support for Real-time Data Collection

Year 1 (Annual SaaS license with maintenance and support for real-time data collection)	\$39,500.00
Year 2 (Annual SaaS license with maintenance and support for real-time data collection)	\$39,500.00
Year 3 (Annual SaaS license with maintenance and support for real-time data collection)	\$39,500.00
TOTAL FOR THREE YEAR BASE PERIOD	\$118,500.00
Option Year 4* (Annual SaaS license with maintenance and support for real-time data collection)	\$40,487.50
Option Year 5* (Annual SaaS license with maintenance and support for real-time data collection)	\$41,499.69

**An annual 2.5% escalation rate applies to option year 4 and 5.*

Additional Registered Users

Additional registered users from jurisdictions outside of St. Louis County and St. Louis City will be charged a fee of \$7 per registered user per year.

6.d.2 Hourly Rate

RFP Page 18 *Proposer shall specify an hourly rate, inclusive of all administrative, travel, report*
Attachment 4 *production, general overhead, profit and related expenses. Proposer shall estimate*
the number of hours required for performance of each task in the proposal.

Appriss' hourly rate for all professional services is **\$150 per hour**. This is inclusive of all administrative, travel, report production, general overhead, profit and related expenses.

Appriss is a SaaS company that operates using a SaaS business and pricing model. As such, the number of hours required for performance of each task in the proposal is not applicable.

6.d.3 Schedule

RFP Page 18 *Proposer shall also submit a proposed schedule for the performance of the*
Attachment 4 *requirements of the RFP, including proposed implementation of recommendations*
resulting from Proposer's analysis.

Appriss has included a schedule for the performance of requirements of the RFP which include proposed implementation of recommendations resulting from our analysis. See Section 2.2.

Addendum Acknowledgement Forms



Steven V. Stenger
County Executive




Pamela J. Reitz, CPFO
Director of Administration

Toreen T. Parker, CPPB
Director of Procurement

REVISED

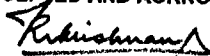
June 20, 2016

ADDENDUM #1

To: All Proposers
From:  St. Louis County, Patti Gentry Procurement Contract Administrator
Subject: Request For Proposal #2016-13-PG
Prescription Drug Monitoring Program Services
Department of Public Health

Please see attached questions from a potential Proposer and the County's response.

ACCEPTED AND ACKNOWLEDGED



Krishnan Sastry, Executive Vice President

Authorized Signature for Company Name Appriss Inc.

Date: 06/22/2016

Final Addendum for Prescription Drug Monitoring Program (RFP 2016-13PG)

Q. Is the proposed budget part of legislation submitted to County Council?

A. Yes, the proposed budget will be included in the legislative request submitted to the St. Louis County Council.

Q. Is the budget not set until after the Request for Proposals and proposal review process is complete?

A. Budgets will be determined based on proposals and funding capacity of St. Louis County and the Department of Public Health.

Q. What percentage of providers do you anticipate to enroll in the PDMP?

A. The ordinance requires dispensers to enroll and report. We anticipate 100% enrollment of dispensers. Provider training and education will be conducted to facilitate provider enrollment and utilization of the PDMP.

Q. Please provide an explanation of St. Louis City provider and dispenser numbers included in the RFP.

A. The St. Louis County ordinance is written to include the ability to scale-up and expand to include additional jurisdictions.

Q. Is it the expectation that the county will have access to consolidated data? [Clarification of question needed] Who will have access to PDMP data?

A. Prescribers, dispensers, and St. Louis County Department of Public Health designated staff will have access to PDMP data.

Q. Is this program modeled after another program?

A. St. Louis County PDMP is modeled after numerous state-level models. Brandeis University provided technical assistance.

S.No	Question	Reference
	What are the EHR systems currently available with ST. L COUNTY DEPARTMENT OF PUBLIC HEALTH	
1	DPH uses Allscripts as its EHR system	Page 6,7
	What are the Health Information Exchanges with with data will be exchanged by ST. LOUIS COUNTY DEPARTMENT OF PUBLIC HEALTH	
2	To be determined.	Page 6,7
	Are the participating organisations currently exchanging data, if yes what are the various formats in which data is exchanged?	
3	No.	Page 6,7
	What is the technology stack and total number of records currently available with DPH	
	No records pertaining to PDMP are available. The EHR system has records for approximately 32,000 registered patients.	
4	Are you looking for an on-premise or cloud hosted solution?	Page 6,7
5	Cloud hosted.	
	What is the connectivity between DPH, HIE and participating organisations?	
6	The PDMP program does not exist yet.	Page 6,7
	What is the estimated budget allocated to this project?	
7	To be determined based on responses to RFP.	
	How many and what roles of users are you envisioning for this platform, i.e. Coding Reviewers, Administrative, Financial etc.	
8	Physicians & Pharmacists in St. Louis County and DPH staff	
	Can we submit the Work Authorization Affidavit for Business Enterprise Entities Pursuant to 285.530 R.S.Mo at the time of award of contract?	
9	No. it must be submitted with the proposal.	Page 9
	Is data currently being exchanged with Prescription Monitoring Information Exchange (PMIX), if yes what are the various formats of data exchange	
10	No.	Page 7
	Vendor must provide registration support, including recruitment and technical support to users. Can you please share more information on recruitment?	
	Recruitment of all prescribers and dispensers of Schedule 2, 3, 4 drugs in St. Louis County. Ongoing technical support to trouble shoot access issues and data transmission issues.	
11		Page 7

Steven V. Stenger
County Executive




Pamela J. Reitz, CPFO
Director of Administration

Toreen T. Parker, CPPB
Director of Procurement

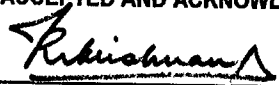
June 20, 2016

ADDENDUM #2

To: All Proposers
From:  St. Louis County, Patti Gentry Procurement Contract Administrator
Subject: Request For Proposal #2016-13-PG
Prescription Drug Monitoring Program Services
Department of Public Health

Please see attached questions from a potential Proposer and the County's response.

ACCEPTED AND ACKNOWLEDGED


Krishnan Sastry, Executive Vice President
Authorized Signature for Company Name Appriss Inc.

Date: 06/22/2016

Secondary Addendum for Prescription Drug Monitoring Program (RFP 2016-13PG)

- Q: The RFP states that the "Vendor must provide online and in-person community and provider engagement and education." Would the County please define "in-person community and provider engagement and education"?
- A: Please describe the available training and engagement materials that are available for the PMP. The County prefers at least some in-person training of key staff and advisors in order to proceed with implementation and the use of education/engagement materials that have been developed for this purpose can assist in the quality of this implementation.
- Q: Would the County please clarify the requirement to "demonstrate Prescription Monitoring Information Exchange (PMIX) National Architecture certification for interstate data sharing services" with regard to a state PMP application?
- A: The County is requesting that all applicants describe their relationship with the PMIX exchange and provide documentation that details the appropriate exchange of information/
- Q: Does the "274 pharmacies operating and 4,440 prescribers (physicians, physician assistants, dentists) practicing in St. Louis County" include the 80 pharmacies and 2,485 prescribers in St. Louis City?
- A: The numbers given for St. Louis County are not inclusive of the providers in the City. The County is requesting a tiered pricing structure that details the costs for St. Louis County, then with the addition of St. Louis City, and then potential increases thereafter based on the addition of providers from other jurisdictions.
- Q: It is stated that "The proposed system must provide real-time data collection, storage, and reporting capabilities." However, Section 3, Item #2 of the Board Bill #36 indicates PMP data submission should be made within seven (7) business days of dispensation of a Schedule II, III and IV drug.
- a) Would St. Louis County please clarify the process for PMP data collection?
- b) Does the County require real-time data collection, or collection every seven (7) business days?
- A: The County understands that the timeliness of data provision is both critical to optimum performance for the PMP, but is also associated with differential costs. Please provide information about the timeliness of data delivery based on real-time, 24 hours, and 7 day delivery of data.
- Q: Under criteria, "Incentive expansion for other jurisdictions" is listed.
- a) Would the County please define the "other jurisdictions" referenced?
- b) Would the "other jurisdictions" include other Missouri Counties that may wish to be included with the St. Louis County PMP?
- A: Other jurisdictions could be Missouri Counties or municipalities that have the authority to pass appropriate legislation and be prepared to support the infrastructure necessary for expansion into their jurisdiction.

Q: Under criteria, "Transition plan for Missouri PDMP" is listed. Does the County require a transition plan to a Missouri state level PDMP in the event state PDMP legislation is successfully passed?

A: Given the nature of the structure for this PMP, there is the potential for a transition to a Missouri state level system in the event that takes place. While details of a transition plan would be difficult without a timeline or identified vendor, the need for this proposal is to demonstrate the capacity for bridging the proposed PMP system to a state system if that need occurs.

Q: Does the County require separate pricing for only St. Louis County providers, St. Louis City providers and other providers outside of St. Louis County?

A: Yes, this is an explicit requirement.

Q: Per Board Bill #36, is the St. Louis County PMP designed to be a voluntary use AND voluntary registration system? Meaning, will both PMP system registration and use be a voluntary function or will the County mandate registration, use or both at any point during the initial three-year contract term?

A: The PMP is designed to be voluntary for prescribers and mandatory for dispensers.

7 | APPENDICES

- 7-1 PMP AWA_Rx_E Standard Service Agreement**
- 7-2 Sample Certificate of Insurance**
- 7-3 Point-by-Point Response to RFP**

**7-1 PMP AWA_Rx_E Standard Service
Agreement**



PMP AWAARxE LICENSE AGREEMENT

This PMP AWAARxE™ License Agreement (together with its Exhibits, the "LA") is made as of the latest of the dates below (the "Effective Date"), by and between Appriss, Inc., a Delaware corporation with offices at 10401 Linn Station Road, Suite 200, Louisville, Kentucky 40223, and _____, with offices at _____ (the "Subscriber").

This Agreement contains terms and conditions that will apply to Subscriber's use of the PMP AWAARxE Service (AWAARxE Service).

Subscriber and Appriss agree as follows:

1. DEFINITIONS.

"Authorized Personnel" means Subscriber's employees and staff augmentation contractors under Subscriber'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 Appriss includes, without limitation, the AWAARxE 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 LA; (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 Appriss regarding the AWAARxE Service.

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

"Implementation" means services provided by Appriss consisting of Appriss' standard implementation of the AWAARxE Service based on Appriss' then-current implementation procedures.

"Subscription Order Form" means the order form relating to the provision of the AWAARxE Service by Appriss to Subscriber that is attached to and incorporated into this LA as Exhibit B.

"AWAARxE Service" means the online application licensed pursuant to the Subscription Order Form to be used by Subscriber's Authorized Personnel and End Users to record and monitor prescription and drug data as authorized by state law. The AWAARxE Service licensed pursuant to this LA shall be more specifically identified in the Subscription Order Form.

2. LICENSES AND RESTRICTIONS.

(a) Right to Use AWAARxE Service. Appriss grants to Subscriber, during the Term (as defined herein), a limited, non-exclusive, non-transferable, non-sublicensable license to use the AWAARxE Service for the prescription monitoring program in

Subscriber's jurisdiction only and to authorize usage of the AWAARxE Service by End Users solely for authorized purposes established by Subscriber and as described herein. Subscriber may grant access to Authorized Personnel subject to the terms and conditions of this LA including the usage limitations set forth in the Subscription Order Form. Subscriber 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 AWAARxE Service.

(b) Restrictions. Except as expressly authorized herein, Subscriber shall not (i) resell, broker, redistribute, republish, transfer, sublicense, or relicense the AWAARxE Service; (ii) cause or permit the reverse engineering, disassembly, or de-compilation of the AWAARxE Service; or (iii) modify or otherwise create any derivative works of or from the AWAARxE Service. Subscriber will not, and will not permit any Authorized User or third party to (i) allow any access to or use of the AWAARxE 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 Appriss or its licensors from the AWAARxE Service; (iii) access, use, reproduce, display, copy or use the AWAARxE Service for the benefit of any person or entity other than for Subscriber's use; (iv) use the AWAARxE 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 AWAARxE Service. Any and all rights not expressly granted to Subscriber hereunder are reserved by Appriss. Nothing set forth in this LA is intended to be, or is, a grant to Subscriber of any other intellectual property rights of Appriss. Subscriber shall require that all data that will be uploaded into the AWAARxE Service is in an Appriss-approved format. Additional professional service fees shall apply if Subscriber requests assistance from Appriss in connection with the conversion of data into an Appriss-approved format, including where Subscriber is migrating to the AWAARxE Service from a third party vendor or custom software solution and requires a custom data feed.

(c) Security; Compliance with Law. Subscriber acknowledges that it is Subscriber's duty to keep secure and hold in the strictest confidence all user identification codes and passwords for the AWAARxE Service (the "User IDs"). Accordingly, Subscriber 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 AWAARxE Service or the data contained therein, whether the same is in electronic form or hard copy, by any third party.

Subscriber agrees that any End User or other third party requesting information from the AWA^Rx^E Service must use approved interfaces for accessing such information. Subscriber agrees that its and the Authorized Personnel's use of the AWA^Rx^E Service, including data contained in the AWA^Rx^E 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. Subscriber 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. Appriss shall provide its standard AWA^Rx^E Service Documentation to Subscriber in an electronic format.

3. MAINTENANCE AND IMPLEMENTATION.

(a) Maintenance. Appriss will provide technical support for the AWA^Rx^E Service ("Maintenance"). Maintenance will be provided by Appriss using commercially reasonable efforts and subject to the terms of this Agreement and Appriss' applicable maintenance and support policies as modified by Appriss from time to time following prior written notification to Subscriber.

(b) Implementation. Appriss will provide the Implementation using commercially reasonable efforts. Any requests that are beyond the scope of what is described in the Documentation shall be subject to Appriss' then-current change request procedure.

4. OWNERSHIP.

(a) "Appriss Property" means all of the following: (i) the AWA^Rx^E Service and the Documentation thereto; (ii) any deliverables and/or work product developed while providing the AWA^Rx^E Service under this LA; and (iii) enhancements, modifications or derivative works to the AWA^Rx^E Service. Subject only to the licenses expressly granted in this LA, as between Appriss and Subscriber, Appriss shall be the sole owner of all intellectual property rights in and to the Appriss Property. Appriss may utilize all ideas, suggestions and feedback, or the like that Subscriber provides to Appriss or otherwise makes with respect to the Appriss Property without any obligation to Subscriber. To the extent that Subscriber has or later obtains any intellectual property rights in and to the Appriss Property, or any future enhancement or modification thereto or any part thereof, by operation of law or otherwise, Subscriber hereby disclaims such rights, and assigns and transfers such rights exclusively to Appriss, and agrees to provide reasonable assistance to Appriss to give effect to such assignment and to protect, enforce and maintain such rights.

(b) Appriss acknowledges that End Users will use the AWA^Rx^E Service to submit prescription history information (the "Prescription History Information"). Appriss acknowledges that End Users may use the AWA^Rx^E Service to request Prescription History Information. Subscriber owns all right, title, and interest in and to the Prescription History Information.

5. FEES AND PAYMENT.

(a) Fees. The Subscriber shall pay to Appriss the annual license fees in the amounts set forth on the Subscription Order Form (the "Annual Fees"). Subscriber shall also pay any other applicable fees (including any fees for Implementation) and pre-approved expenses specified in the Subscription Order Form. Unless

otherwise noted on the Subscription Order Form, the Annual Fees shall be payable in advance and shall be nonrefundable. The Annual Fees, together with any expenses and other fees due and payable under the Subscription Order Form, constitute the "Fees." All Fees are non-cancellable and non - refundable.

(b) Invoices and Payment. Appriss will invoice Subscriber for all Fees incurred by Subscriber. Each invoice from Appriss will state the basis for any Fees included therein. Subscriber will pay all amounts set forth on each such invoice in immediately available U.S. funds within thirty (30) days of the date of invoice. In addition to the payments required hereunder, Subscriber will be responsible and reimburse Appriss for all applicable sales, use, and other taxes, fees, or duties, whether federal, state, or local, however designated, that are levied or imposed by reasons of the transactions contemplated hereby (other than any taxes based on Appriss' net income). All undisputed unpaid fees and late payments will bear interest at a rate of 18% per annum. Appriss may suspend Subscriber's access to the AWA^Rx^E Service in the event of non-payment and/or late payment.

6. TERM AND TERMINATION.

(a) Term. Subscriber's subscription to the AWA^Rx^E Service will commence on the Effective Date and shall remain in effect for the service term set forth in the Subscription Order Form (the "Initial Term"). Thereafter, Subscriber's subscription to the AWA^Rx^E Service shall automatically renew for successive one (1) year terms (each, a "Renewal Period"), unless notice of non-renewal is given by either party no less than ninety (90) days before the expiration of the Initial Period or then-current Renewal Period. The Initial Term together with all applicable Renewal Periods shall be the "Term."

(b) Termination by Appriss. In addition to any other remedy available to Appriss under this LA, Appriss may terminate this LA and/or Subscriber's subscription to the AWA^Rx^E Service (in whole or in part) if Subscriber commits a material breach and fails to cure such breach within thirty (30) days of receiving written notice from Appriss. This LA 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 AWA^Rx^E service is used. Provisions hereof relating to limits on liability, indemnification, license to use Prescription History Information, payment for the AWA^Rx^E Service, audits, and disclaimers of warranties shall survive the termination of this LA.

(c) Early Termination by Subscriber. Subscriber may terminate its license for convenience at any time during the Term upon at least one hundred eighty (180) days prior written notice. Upon such termination, Subscriber shall pay to Appriss, on or prior to the effective date of termination, the early termination amount set forth in the Subscription Order Form. The early termination amount set forth in the Subscription Order Form is the best estimate of the parties as to the damages that Appriss will suffer in the event of early termination and is not intended as a penalty.

(d) Effects of Termination. Immediately upon the effective date of the termination of this LA for any reason, all of Subscriber's rights granted hereunder will cease to exist. Subscriber will, at Appriss' sole discretion, return to Appriss or destroy the Documentation and all copies thereof and certify in writing Subscriber's compliance with such obligation. Within thirty (30) days of termination of this Agreement, Appriss will provide Subscriber with a pipe delimited file containing the Prescription

History Information and other files as agreed by the parties. Following Subscriber's confirmation of receipt and extraction of data from such file, Appriss will provide certification that it has destroyed all Prescription History Information and other files in its possession. Additional professional service fees shall apply if Subscriber requests assistance from Appriss in connection with extraction of Prescription History Information.

7. WARRANTIES; DISCLAIMER.

(a) Appriss warrants that the AWA_Rx_E 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"). Subscriber must notify Appriss in writing of any claim under the Application Warranty prior to the end of the Application Warranty Period (the "Application Warranty Notice"). Appriss' sole obligation under the Application Warranty shall be to provide corrections of, or avoidance procedures for, the defect identified in the Application Warranty Notice.

(b) Appriss 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 Subscriber alleges were not performed consistent with the Implementation Warranty. Appriss' sole obligation under the Implementation Warranty shall be to re-perform the specific services which were not as warranted.

(c) THE AWA_Rx_E SERVICE, THE IMPLEMENTATION, THE MAINTENANCE, AND ALL RESULTS DERIVED THEREFROM, ARE PROVIDED TO SUBSCRIBER AND AUTHORIZED PERSONNEL STRICTLY "AS IS," AND APPRISS AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD TO THE AWA_Rx_E 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 APPRISS, ITS EMPLOYEES OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTIES OR CREATE ANY NEW WARRANTIES. APPRISS DOES NOT WARRANT THAT: (a) THE AWA_Rx_E SERVICE WILL OPERATE UNINTERRUPTED; (b) ALL AWA_Rx_E SERVICE ERRORS CAN BE CORRECTED; (c) THE APPLICATIONS CONTAINED IN THE AWA_Rx_E SERVICE ARE DESIGNED TO MEET ALL OF SUBSCRIBER'S BUSINESS REQUIREMENTS; OR (d) THE INFORMATION OR DATA PROVIDED BY APPRISS IS ACCURATE OR ERROR-FREE. SUBSCRIBER ACKNOWLEDGES THAT IT HAS ASSESSED FOR ITSELF THE SUITABILITY OF THE AWA_Rx_E SERVICE FOR ITS REQUIREMENTS.

(d) NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE PRESCRIPTION HISTORY INFORMATION SUBMITTED BY AUTHORIZED PERSONNEL.

8. INDEMNIFICATION.

(a) Indemnification by Appriss. Appriss will indemnify and defend Subscriber 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 AWA_Rx_E Service, when used in accordance with this LA during the Term, infringe any U.S. copyrights or misappropriate any trade secrets (any such claim, suit or proceeding, a "Claim"). If the AWA_Rx_E Service (or any portion thereof) become, or in Appriss' opinion are likely to become, the subject of a Claim, then Appriss may, at Appriss' option and expense, either: (i) procure for Subscriber the right to continue exercising the rights licensed to Subscriber in this LA, (ii) replace or modify the AWA_Rx_E Service (or portion thereof) so that the AWA_Rx_E Service (or such portion thereof) become non-infringing, or (iii) terminate this LA by written notice to Subscriber and refund any prepaid Fees not earned by Appriss as of the date of termination. Notwithstanding the foregoing, Appriss will have no obligation under this LA or otherwise with respect to any Claim based upon: (A) any unauthorized use, reproduction, or distribution of the AWA_Rx_E Service; (B) any access, use, reproduction, or distribution of the AWA_Rx_E Service after Appriss provides Subscriber 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 AWA_Rx_E Service by any person other than Appriss or its licensors, suppliers, authorized agents or contractors. This Section 8(a) states Appriss' entire liability and Subscriber's sole and exclusive remedy for infringement claims and actions.

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

9. LIMITATIONS ON LIABILITY.

(a) EXCEPT FOR CLAIMS ARISING OUT OF (A) BREACH OF CONFIDENTIALITY; (B) BREACH OF APPRISS' INTELLECTUAL PROPERTY RIGHTS; OR (C) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOODWILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EXCEPT FOR CLAIMS ARISING OUT OF (A) BREACH OF CONFIDENTIALITY; (B) BREACH OF APPRISS' INTELLECTUAL PROPERTY RIGHTS; OR (C) GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF

THE FEES PAID OR PAYABLE BY SUBSCRIBER TO APPRISS UNDER THIS LA.

10. **FOR U. S. GOVERNMENT END USERS.** The AWAxRE 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 AWAxRE Service with only those limited rights set forth therein.

11. **THIRD PARTY LICENSORS AS THIRD PARTY BENEFICIARIES.** Subscriber acknowledges and agrees that certain rights licensed and certain services provided to Subscriber under this LA may be subject to rights held by third party providers (the "Third Party Licensors"). Subscriber acknowledges and agrees that any such Third Party Licensor shall be a third party beneficiary under this LA and may, with Appriss or independently, bring an action directly against Subscriber in the event of a breach by Subscriber of this LA or otherwise enforce on its own behalf and for its own benefit the terms and conditions of this LA in so far as they affect the right of such Third Party Licensor.

12. **EXPORT CONTROL NOTICE.** Subscriber acknowledges the AWAxRE Service, or any part thereof, is being released or transferred to Subscriber in the United States and is therefore subject to United States export control laws. Subscriber acknowledges its exclusive obligation to ensure that its exports are in compliance with all applicable export control laws. Subscriber shall defend, indemnify, and hold Appriss and its licensors harmless from and against any and all claims, judgments, awards, and costs (including Subscriber's noncompliance with applicable export laws with respect to the use or transfer of the AWAxRE Service outside the United States by Subscriber or the Authorized Personnel.

13. **RELATIONSHIP OF THE PARTIES; PUBLICITY.** Subscriber and Appriss are independent contractors of one another. Neither party shall at any time represent that they are authorized agents or representatives of one another. Appriss may, upon notice to Subscriber, issue press releases relating to Subscriber's status as a subscriber of the AWAxRE Service and display Subscriber's name in Appriss's customer lists.

14. **AUDIT.** Appriss will maintain books and records applicable to its performance under this Agreement. Subscriber shall have the right during the term of this Agreement, at Subscriber's expense (including for hours expended by Appriss in connection therewith) and upon reasonable written notice and during normal business hours and subject to Appriss' security policies, to audit and inspect such books and records of Appriss in order to verify compliance with the terms of this Agreement. Audits will be made no more than once in any twelve (12) month period.

15. **FORCE MAJEURE.** Excluding Subscriber'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.

16. **CONFIDENTIALITY.** Each party may furnish the other party with Confidential Information. The parties agree that, during the Term and thereafter, each party shall not (a) directly or indirectly use, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party (except as expressly contemplated by this LA), or (b) utilize Confidential Information for any purpose, except as expressly contemplated by this LA or authorized in writing by the other party. Subscriber will limit the disclosure of Appriss' Confidential Information, to Authorized Personnel with a need-to-know. Subscriber shall be liable for any breach of the confidentiality obligations herein by any Authorized User or any third party to whom Subscriber discloses Appriss' Confidential Information.

17. **GENERAL.** This LA may be executed in counterparts and/or by facsimile, each of which shall constitute an original together its Exhibits and attachments, constitute a single document and agreement. This LA will be governed by the laws of the state in which Subscriber is located based on Subscriber's address above, without regard to or application of conflicts of law rules. The parties explicitly disclaim the application of the UN Convention on the Sale of Goods. If any provision of this LA is held to be unenforceable, that provision will be reformed in order to comply with the law and to the extent possible give effect to the original intent and economic impact of the original provision, and the remaining provisions will remain in full force. The failure of either party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter, nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. No rights or obligations of Subscriber under this LA, may be assigned, delegated or transferred by either party (in whole or in part and including by sale, merger, or operation of law) without the prior written approval of other party. This LA, together with all Exhibits and attachments, comprise the complete and exclusive statement of the agreement between the parties, and shall supersede any proposal or prior agreement, oral or written, and any other communications between the parties in relation to the subject matter hereof. This LA will not be modified except by a subsequently dated written instrument signed by both parties by their duly authorized representatives. This LA shall control over any inconsistent provision contained in any purchase order or other documentation submitted by Subscriber in connection herewith, except for those terms accepted by Appriss in writing.

[SUBSCRIBER NAME]
Signature:
Printed Name:
Title:
Date:

APPRISS INC.
Signature:
Printed Name:
Title:
Date:



Exhibit A
Service Level Standards

This Exhibit describes the service levels offered by Appriss for the Gateway Service.

I. AVAILABILITY

Availability Target. Appriss 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"). Appriss 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) Appriss scheduled maintenance, when Subscriber is provided with advanced notice of no less than one business day;
- (b) Appriss' standard weekly maintenance window from 4:00am to 6:00am Eastern Time each Wednesday (Appriss reserves the right to change its standard weekly maintenance window at any time upon reasonable advance notice to Subscriber);
- (c) any Subscriber circuits or equipment;
- (d) Subscriber'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 Subscriber;
- (f) Force Majeure Events; or
- (g) Unavailability of state PMPs or PMP Data or systems used to access PMP Data, or Third Party Materials.

II. REQUESTS FOR SUPPORT

Support Requests. Appriss will provide support to Subscriber'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 Subscriber's users via email phone as described in Appriss' support policies. Appriss 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 creation of service ticket by CFC)
1	The PMP 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 Subscriber.	1
2	The PMP 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 Subscriber acceptable work-around or missing minor functionality.	2
3	The PMP 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 Subscriber acceptable workaround. Failures assigned this priority level cause no delays in production.	8
4	The PMP 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.	24

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

**Exhibit B
 SUBSCRIPTION ORDER FORM**

SUBSCRIBER INFORMATION

Name: [subscriber legal entity name]
 Address: [subscriber address]
 Contact Name and Title:

Phone:
 Fax:
 E-Mail:

SUBSCRIBER ACCOUNTS PAYABLE INFORMATION

A/P Contact Name:
 Billing Address: [subscriber address]

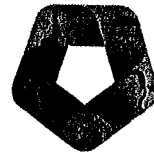
Phone:
 Fax:
 E-Mail:

Product	Unit Fee	Number of Units Licensed	Minimums (if any)	Initial Term
<ENTER NAME>	SKU <ENTER PRICE>	UNIT <ENTER NUMBER OF UNITS>	<ENTER MINIMUM UNITS IF APPLICABLE. ELSE LEAVE BLANK>	<ENTER TERM IN YEARS>

Early Termination Amount:

Subscriber agrees to provide the necessary technical and administrative resources to effect a Production Date within sixty (60) days of the Effective Date of the Agreement. Subscriber is solely responsible for the development and maintenance of connecting to the AWA_Rx_E Service.

7-2 Sample Certificate of Insurance



Appriss agrees to the County's insurance requirements (per Section 3 of the RFP). Enclosed in this section, please find our sample Certificate of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such

PRODUCER

CONTACT
 NAME:
 PHONE
 (A/C, No, Ext)
 EMAIL
 ADDRESS:

FAX
 (A/C, No)

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED

INSURER A
 INSURER B
 INSURER C
 INSURER D
 INSURER E
 INSURER F

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION RIGHTS WAIVED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Per occurrence) MED EXP (Any one person) PERSONAL & AUTO INJURY GENERAL AGGREGATE PRODUCTS COMPOUND ANNUAL
	COMMERCIAL GENERAL LIABILITY					
	GEN AGGREGATE LIMIT APPLIES PER POLICY					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Per accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	ANY AUTO ALLOWED AUTOS					
	SCHEDULED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE ANNUAL PER POLICY
	EXCESS LIAB					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUS PER OCCURRENCE PER ACCIDENT PER DISEASE - EMPLOYEE PER DISEASE - POLICY LIMIT
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks/Schedule, if more space is required)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks/Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bruce W Ferguson

ACORD 25 (2010/05)

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7-3 Point-by-Point Response to RFP



**ST. LOUIS COUNTY DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR PROPOSALS FOR
PRESCRIPTION DRUG MONITORING PROGRAM SERVICES**

RFP 2016-13-PG

Proposal Due Date: June 24, 2016 2:00 p.m. Prevailing Central Time

Submit Proposals To: Division of Procurement,
St. Louis County Government
8th Floor, 41 S. Central Ave.
Clayton, MO 63105

Submit: 1 (one) printed, signed original proposal
8 additional copies of the original proposal

Signed by: 
Krishnan Sastry
Executive Vice President
Appriss Inc.

Date: 06/22/2016

Important Notice:

Effective immediately upon release of this Request for Proposals (RFP), and until notice of contract award, all official communications from Proposers regarding the requirements of this RFP shall be directed to the Director, Division of Procurement, 8th floor, 41 S. Central Avenue, Clayton, MO 63105 at purchasing@stlouisco.com. The Director, Division of Procurement, or designee shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this RFP by posting the same to the St. Louis County website with the RFP. Any other information of any kind from any other source shall not be considered official, and Proposers relying on other information do so at their own risk.

**ST. LOUIS COUNTY DEPARTMENT OF PUBLIC HEALTH
REQUEST FOR PROPOSALS FOR
PRESCRIPTION DRUG MONITORING SYSTEM SERVICES**

SECTION 1: THE PROJECT *Appriss understands and affirms RFP Section 1.*

St. Louis County Department of Public Health (DPH) is soliciting proposals to acquire and implement an Application Service Provider for a Prescription Drug Monitoring Program (PDMP) 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. The state of Missouri does not currently have a Prescription Drug Monitoring System in place to collect or report on this data.

The purpose of this ordinance is not to interfere with the legitimate medical use of controlled substances; however residents, patients, and providers of St. Louis County are in need of and will benefit from a privacy-protected PDMP. An effective and well-managed PDMP has been part of a cohesive strategy for heroin and opiate overdose prevention.

Currently, there are 274 pharmacies operating and 4,440 prescribers (physicians, physician assistants, dentists) practicing in St. Louis County. There are 80 pharmacies operating and 2,485 prescribers (physicians, physician assistants, dentists) practicing in St. Louis City.

Acronyms and Abbreviations

Definitions for acronyms and abbreviations found within this RFP:

- DPH- St. Louis County Department of Public Health
- EPHI- Electronic Protected Health Information
- PHI- Protected Health Information
- SFTP - Secure File Transfer Protocol
- HIPAA- Health Insurance Portability and Accountability Act
- PDMP- Prescription Drug Monitoring Program

SECTION 2: RFP SCHEDULE, INSTRUCTIONS AND COMMUNICATIONS

Appriss understands and affirms RFP Section 2 and 2.1.

2.1 Listed below are the milestone dates of activities related to this RFP. In the event these dates change, Proposers will be notified via addendum posted on the St. Louis County ("County") website. It is County's goal to meet the dates specified.

Milestone	Estimated Date
RFP Issuance	06/01/16
Pre-Proposal Conference	06/10/16
Deadline for Questions & Clarifications	06/17/16
Issuance of final addendum	06/21/16

Proposals Due	06/24/16
Formal vendor presentations	07/11/16-07/15/16
Recommendation to County Executive	07/26/16
County Council Review	08/02/16

2.2 Instructions *Appriss complies with RFP instructions, Section 2.2.*

1. Direct all inquiries and correspondence in writing to,

St. Louis County Division of Procurement
ATTN: Director of Procurement
41 S. Central Ave, 8th Floor
St. Louis, MO 63105
E-mail: purchasing@stlouisco.com

2. Contact with any representative, other than that outlined herein, concerning this RFP is prohibited. "Representative" shall include, but not be limited to, all elected and appointed officials, and employees of County and the agencies within St. Louis County. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the County Director of Procurement.
3. Any questions regarding the RFP shall be submitted in writing by June 17, 2016 at 2:00 p.m. Prevailing Central Time, to allow time for posting of any necessary addenda before the submission deadline. Questions may be submitted via email at purchasing@stlouisco.com.
4. A pre-proposal conference to review the RFP will be held on June 10, 2016 at 9:00 a.m. Prevailing Central Time in the 8th floor conference room, 41 S. Central, St. Louis, MO. Attendance at the pre-proposal conference is strongly encouraged but not required. Those unable to attend the conference in person may participate via telephone by calling (314) 615-7075, passcode 123456.

2.3 Submission and Opening of Proposals *Appriss understands and complies with RFP Section 2.3.*

1. Proposals shall be submitted in a sealed envelope labeled "Prescription Drug Monitoring Program – RFP 2016-13-PG". Proposers using commercial carriers shall ensure that the proposal is marked on the outermost wrapper. The proposal, in the form of one original and 8 copies shall be received by 2:00 p.m. Prevailing Central Time on June 24, 2016 at the St. Louis County Division of Procurement, 41 S. Central, 8th Floor, St. Louis, Missouri, 63105. Any proposals received after the time specified for the receipt of proposals shall not be considered unless the Proposer provides and County accepts reasons demonstrating good cause for the delay. It is the responsibility of the Proposer to ensure that the package is received at the right location and before 2:00 p.m. Prevailing Central Time.
2. County reserves the right to accept or reject any or all proposals and to waive any irregularities in the proposals if such waiver does not substantially change the offer or provide a competitive advantage to any Proposer.

3. No proposals submitted by email or facsimile, or any modifications to previously submitted proposals, made by email or facsimile, shall be considered. If a proposal is sent by mail, allowance shall be made by the Proposer for the time required for such transmission.
 4. A legally authorized representative of the Proposer shall sign the proposal. All Proposers must complete and submit Attachment 2 – Authorized Signatures.
 5. No responsibility shall be attached to any person for premature opening of a Proposal not properly identified.
 6. County is subject to Chapter 610 of the Revised Statutes of Missouri. The contents of proposals submitted in the RFP process, with selected exceptions, shall be open records and be open to inspection by interested parties after a contract is executed.
 7. All opened proposals become the property of County.
 8. No corrections are permitted after the proposal submission deadline. If a correction is required, the Proposer shall submit an amendment to the original proposal identifying the section, article, and page number(s) of the change made in a sealed envelope entitled AMENDMENT and labeled with the RFP number, title, Proposer name, and proposal due date.
 9. Failure of the Proposer to comply with the requirements of this RFP or evidence of unfair proposal practices are causes for rejection of the proposal.
 10. Non-acceptance of a proposal shall mean that one proposal was deemed more advantageous to County or that all proposals were rejected. Companies whose proposals are not accepted shall be notified after a binding agreement between County and the selected Proposer exists, or after County has rejected all proposals.
 11. Unnecessarily elaborate brochures and other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork or expensive paper and bindings are neither necessary nor desired.
 12. This RFP does not commit County to make an award, nor shall County pay any costs incurred by Proposers in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.
 13. After proposals are submitted, County may request presentations and/or demonstrations of the solutions proposed in response to the RFP. County shall contact proposers to schedule such presentations/demonstrations. All presentations/demonstrations shall be at a County facility.
- 2.4 Formation of Agreement *Appriss undersands and complies with RFP Section 2.4.*

1. County intends to enter into negotiation in an effort to reach a mutually satisfactory agreement, which represents a contractual obligation and shall be executed by both County and the Proposer. The language contained in Section 8

of this RFP, "Contract Requirements" shall be included in the negotiated agreement. The agreement shall be based on the proposal documents, the proposal submitted by the selected Proposer and items resulting from the associated negotiations.

2. County reserves the right to award based on the Proposal determined to be in the best interest of County.

2.5 Modification or Withdrawal of Proposal *Appriss undersands and complies with RFP Section 2.5.*

1. Proposals may be withdrawn any time prior to the proposal submission deadline; no proposal may be modified or withdrawn for a period of one-hundred twenty (120) calendar days thereafter.
2. Proposers are responsible for submitting proposals, and any modifications or revisions, so as to reach the County Division of Procurement by the time specified in the RFP documents. Any proposal, modification, or revision received at the County Division of Procurement after the exact time specified for receipt of offers is "late" and shall not be considered and shall be returned unopened.
3. Prior to the date and time designated for receipt of proposals, proposals submitted early shall be withdrawn only by written notice to County. Such notice shall be received by County prior to the designated date and time for receipt of proposals.
4. Withdrawn proposals may be resubmitted up to the time designated for receipt of proposals provided that they are then fully in conformance with this RFP.

2.6 If an emergency or unanticipated event interrupts normal County business or processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent County requirements preclude amendment of the RFP, the time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal County business resume.

Appriss undersands and affirms RFP Section 2.6.

SECTION 3: COUNTY INSURANCE REQUIREMENTS

Professional Liability Insurance

Appriss will comply with RFP Section 3, County Insurance Requirements. Appriss has included a Certificate of Insurance in its response as Appendix 7-2.

The successful proposer 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 work under any contract resulting from this RFP ("contract").

Commercial General Liability Insurance: (CGL) The proposer shall maintain CGL and if necessary, Commercial Excess or Umbrella insurance with limits of not less than \$2,800,000 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: Successful proposer shall agree to maintain for the duration of the contract 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 one million dollars 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: Proposer shall maintain in force for the duration of the contract Professional Liability Insurance appropriate to the Consultant'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 Proposer'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 Consultant's work on the project, and Proposer shall cause the same to remain in effect for a period of two (2) years after the final acceptance of the project or termination of the contract by the County.

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

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

SECTION 4: SCOPE OF WORK *Appriss understands and complies with the RFP Section 4. Appriss has responded to each Scope of Work item in its response as Section 2 - Approach.*

4.1 Proposers are required to provide a platform agnostic, highly available (99.9% uptime) Application Service, vendor hosted PDMP system to be operational within six months of execution of a contract. Proposals must include a project plan detailing actions, deliverables, and associated timelines for each action. The successful proposer will work closely with designated DPH staff.

4.2 The proposed system must provide real-time data collection, storage, and reporting capabilities. The system must interface with interstate data sharing or health information exchanges. The system must be consistent with standards of the American Society for Automation in Pharmacy (ASAP 2011). The electronic system must also comply with the Health Insurance Portability and Accountability Act (HIPAA) as it pertains to protected health information (PHI), and electronic protected health information (EPHI), and all other relevant state and federal privacy and security laws and regulations.

4.3 Current Technical Environment

1. The County's present computing architecture is composed of an enterprise data center and file/print servers and appliances located at various other locations within the County. Most County locations have 10/100 Mb/s Ethernet Local Area Networks, using Category 5/5e/6 cabling.

4.4. Application Capabilities

1. Application must be a platform agnostic, web browser-based, highly available application service.
2. Application must have the ability to interface with interstate data sharing or health information exchanges, including but not limited to, the Prescription Monitoring Information Exchange (PMIX) National Architecture. Vendor must provide description of experience interfacing with interstate data sharing or health information exchanges and demonstrate Prescription Monitoring Information Exchange (PMIX) National Architecture certification for interstate data sharing services. Vendor must provide a list of compatible EHR systems.
3. Application must be in compliance with the Health Insurance Portability and Accountability Act (HIPAA) as it pertains to protected health information (PHI), and electronic protected health information (EPHI), and all other relevant state and federal privacy and security laws and regulations. Vendor must provide annual documentation to support compliance with Health Insurance Portability and Accountability Act (HIPAA) as it pertains to protected health information (PHI), and electronic protected health information (EPHI). Documentation must include at a minimum, internal and independent security audits, proof of an Application Security Assessment including information regarding audit trails, and detection of inappropriate access or requests.
4. Application must have the ability to expand user capacity, as necessary.
5. Application must have the flexibility of exporting all customer data to an industry accepted format with functional specifications to ensure customer usability after export.
6. Application must have the ability to perform data cleaning, standardization, and normalization of patient data to ensure information integrity.

4.5 Vendor Tasks/Services

1. Vendor must provide registration support, including recruitment and technical support to users.
2. Vendor must provide online and in-person community and provider engagement and education.
3. Vendor must provide a help desk and user support to DPH staff and dispensers with 24 hours a day, 7 days of week coverage.
4. Vendor must provide itemized list and description of standardized reports (including but not limited to, utilization, grant reporting, history, and threshold reports) and five monthly customizable reports. Pricing description should be stratified based on reporting capabilities, reporting access, and availability timelines.
5. Vendor must provide data access for DPH PDMP program staff, epidemiologists, and biostatisticians for the purpose of public health prevention, surveillance, and early warning systems.

4.6 Additional Requirements

1. Vendor must provide current list of compatible browsers and specify backward compatibility to older versions.
2. Vendor must provide secure data storage.
3. Vendor must provide description of disaster recovery capacity, business continuity plans, and evidence of remote back-up sites. Include information regarding software, hardware, and personnel.
4. Proposal must include an overview of data collection, storage, and reporting services, including an action plan with deliverables and timelines.
5. Vendor must provide itemized description of all implementation costs including but not limited to staffing, software, and reference files.

6. Vendor must provide itemized description of operational costs including but not limited to annual maintenance, help desk, reference files, and community and provider engagement and education opportunities. Vendor must include specific information regarding support for user help, system availability times, change requests, and error resolution. Pricing description should be stratified based on data collection capabilities, dispenser reporting frequency timelines (e.g., real-time, 24 hours, 3-7 days), and any other applicable stratified pricing structures.
7. Vendor must provide itemized description of optional PDMP enhancements and associated costs including, expansion of system to accommodate additional users (i.e., itemized cost for St. Louis County providers, itemized cost for St. Louis City providers, itemized costs for additional users), ad hoc reports and data requests, and unsolicited report creation and dissemination.
8. Vendor must provide a list of PDMPs under contract as references.

SECTION 5: SCHEDULE AND TERM OF THE CONTRACT

Appriss understands and complies with RFP Section 5. Appriss has included a Project Plan / Timeline in its response as Section 2.2.

DPH is seeking technically proven, cost efficient, hosted service providers that can provide a fully operational, customizable PDMP within six months after the execution of a contract.

It is anticipated that the contract resulting from this RFP would extend from execution of contract, through implementation, to a period of on-going hosting, maintenance, and support. The contract will be a three year term with the option for renewal for up to two additional one year terms.

SECTION 6: PROPOSAL CONTENTS

Appriss understands and complies with RFP Section 6.

- 6.1 Each Proposal shall include a description of the Proposer's capacity to meet the RFP requirements including but not limited to the financial capacity of the firm, the size of the technical staff, and the ability to perform the desired work within the defined time period. *See Appriss proposal, Section 1.*
- 6.2 Proposer shall submit a detailed pricing proposal for the services to be provided. See Attachment 4. The Proposal Price should include a "not to exceed" fee for the project, inclusive of worked time in hours for the completion of each task and items which are normally referred to as reimbursable expenses, i.e., travel, meals, and lodging. This will be the cost to be used in determining point scores for cost evaluation purposes. If Proposer includes any optional deliverables, such deliverables shall be individually priced for key personnel and clearly labeled as optional. Proposal shall also identify the hourly rate for any additional services requested by County for implementation of Proposer's recommendations. Pricing proposed must apply to each term of the contract. *See Appriss proposal, Section 6.d.*
- 6.3 Proposal Requirements: In order to standardize submissions and assist in evaluation, proposals shall be submitted in the following format: *See Appriss proposal which follows the required organization.*
 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.

2. Section 2. Describe the firm's proposed approach for providing the proposed services. This section should include a detailed breakdown and description of the specific steps that will be followed in order to perform the Statement of Work listed above. Proposers may elect to include in this section any innovative methods or concepts that might be beneficial to the County as long as the requirements established in this RFP are met. Proposer shall also include an estimate, in hours, for each service to be provided.
3. Section 3. List key personnel who would be assigned to work with the County. Please include professional resumes, the location of their home office, a description of the extent of staff experience, expertise with similar contracts and work related to Project, and proposed role on the project team.
4. Section 4. In this section also include five (5) references of organizations that used proposer for implementation of PDMPs within the last five (5) years. Each reference must include the organization's name, mailing address, contact name, contact telephone, email information, and the specific service(s) provided by the Proposer.
5. Section 5. Supplemental Services (optional) – any other related and recommended products or services not specified in this RFP which may be considered when deemed in the best interest of the County for the Project.
6. Section 6. Required forms:
 - a. Work Authorization Affidavit for Business Enterprise Entities Pursuant to 285.530 R.S.Mo. (see Attachment 1)
 - b. Authorized Signatures (see Attachment 2)
 - c. Exceptions to Section 8.0 (see Attachment 3)
 - d. Price Proposal Form (see Attachment 4)
 - e. Addendum Acknowledgement Forms (to be included when addenda are issued)

SECTION 7: EVALUATION OF PROPOSALS *Appriss understands and affirms RFP Section 7.*

- 7.1 Evaluation of proposals shall be performed by an Evaluation Committee in compliance with Section 107.132 SLCRO.
- 7.2 Proposals: Proposals may not be considered, and may be rejected as non-responsive, unless the proposal includes or is accompanied by a signed and fully completed response to the RFP including all references and point-by-point responses to the RFP.
- 7.3 Proposal Evaluation:
 1. Award shall be made to the Proposer whose proposal is in the best interests of the County.
 2. The proposals shall be evaluated by an evaluation committee according to the following criteria:

<u>Criteria</u>	<u>Weight Total</u>
<i>Pricing</i>	
Fixed price, 3 year contract	40%
Incentive expansion for other jurisdictions	5%
<i>Application Capabilities</i>	
Degree to which proposal meets software capabilities list	20%
<i>Vendor Services</i>	
Degree to which proposal meets vendor tasks and services capabilities list	15%
Access to data for public health prevention and surveillance	5%
<i>Schedule and Terms</i>	
Degree to which proposal meets deliverable and timeline requirements	5%
Degree to which proposal exceeds deliverable and timeline requirements	5%
Transition plan for Missouri PDMP	5%

7.4 Additional information *Appriss understands and affirms RFP Section 7.4.*

County will evaluate the written proposals and may additionally evaluate:

- a. Information from formal presentations
- b. Reference feedback
- c. Agreement on the contract terms as evidenced by the absence of exceptions.

SECTION 8: CONTRACT REQUIREMENTS

Appriss complies with RFP Section 8. As required, Appriss has responded with Attachment 3 (response Section 6.e) which does not propose any exceptions. As noted in Attachment 3, Appriss respectfully requests the addition of our standard PMP AWARxE Agreement.

8.1 Contract Terms: The following contract terms, in addition to requirements and services identified herein, shall be included in the contract entered into by the County and the successful Proposer.

A response this section is required. Proposer shall acknowledge acceptance of the contract terms or state "Take Exception" to each specific term and offer alternative language. Proposer shall specifically list any exceptions taken (*by number*) in Attachment 3. If no exceptions are taken, Proposer may acknowledge acceptance of the contract terms by stating such position on Attachment 3.

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

8.1.2 Conflict of Interest: The Proposer 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.

8.1.3 Non-Discrimination of Employment: The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, gender, sexual orientation, gender identity or national origin, age, marital status, or disability. Proposer 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 or 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 Proposer's noncompliance with the provisions of this paragraph, the contract may be terminated or suspended in whole or in part and Proposer may be declared ineligible for further County contracts.

- 8.1.4 Obligations and Subcontracts:** The Proposer 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 Proposer or a subcontractor on behalf of the Proposer.
- 8.1.5 Changes in Contract:** The Contract may be changed only upon the written agreement of the parties.
- 8.1.6 Governing Law:** This Contract is made and entered into in St. Louis County, Missouri, and the laws of the State of Missouri shall govern the construction of this contract and any action or causes of action arising out of this contract. Any and all claims or causes of action arising out of this contract shall be litigated in the Twenty-First Judicial Circuit Court of the State of Missouri.
- 8.1.7 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 Proposer. After receipt of such notice, the contract shall automatically terminate without further obligation of the parties. Proposer must provide 90 days written notice to County of intent to terminate this contract.
- 8.1.8 Funding Out:** This contract 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.
- 8.1.9 Wording Conflicts:** Should there be a conflict in wording between the contract and the Proposer's RFP response, the contract shall prevail. The Proposer's RFP response shall be attached and incorporated into the contract.
- 8.1.10 Indemnification:** Proposer 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 Proposer, its subcontractors, agents, servants or employees.
- 8.1.11 Contingent Fee:** Proposer warrants that no agreement has been made with any person or agency to solicit or secure this Agreement upon an understanding for a gratuity, percentage, brokerage or contingent fee in any form to any person excepting bona fide employees of Proposer or bona fide established commercial or sales agencies. For breach of this Warranty County may by written notice terminate the right of the Proposer to proceed under this Agreement, and will be entitled to pursue the same remedies against the contractor as it could pursue in the event of a breach of this Agreement. As a penalty in addition to any other damages to which it may be entitled to by law. County may recover exemplary damages in an amount to be determined by the County, which amount will not be less than three (3) nor more than ten (10) gratuity, commission, percentage, brokerage or contingent fee. The rights and remedies of County as provided

in this Paragraph will not be exclusive and are in addition to any other rights or remedies as provided by law.

8.1.12 Contract Period: Any contract derived from this RFP shall have a term of three years from the execution of the contract. The parties may elect to renew the contract for up to two additional one year terms.

8.1.13 Contract Fees: The fees quoted by the successful Proposer shall remain firm during the contract term.

ATTACHMENT 1

See Appriss' proposal response, Section 6.a.

E-VERIFY IMMIGRATION LAWS AFFIDAVIT IN EXCESS OF \$5000.00 INSTRUCTIONS FOR COMPLIANCE WITH SECTION 285.530(2) R.S. Mo.

Missouri Revised Statutes Section 285.530(2) requires recipients of St. Louis County contracts in excess of \$5,000 to provide an affidavit and documentation showing that the contracting party participates in a federal work authorization program with respect to employees working on the contracted services:

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Section 285.530(2) R.S.Mo.

Business Entities

Pursuant to 285.530(2) R.S.Mo., business entities awarded St. Louis County contracts in excess of \$5,000 must affirm their enrollment and participation in a federal work authorization program with respect to the employees working on the contracted services by:

- (1) Submitting a completed, notarized copy of the WORK AUTHORIZATION AFFIDAVIT FOR BUSINESS ENTITIES form, and
- (2) Providing documentation affirming the business entity's enrollment and participation in a federal work authorization program (see below) with respect to the employees that are working in connection with the contracted services.

A Federal work authorization program is an electronic verification of work authorization program or any equivalent federal work authorization program operated by the United States Department of Homeland Security. The E-Verify program is an internet-based work authorization program and is a widely-used worker verification program offered by the Department of Homeland Security.

Information on the E-Verify program can be found at www.uscis.gov/e-verify or at www.uscis.gov/portal/site/uscis by clicking on the E-Verify icon on the left side of the screen. The E-Verify Memorandum of Understanding ("MOU") can be found at www.gov/files/nativedocuments/MOU.pdf.

Acceptable documents to show enrollment and participation in the E-Verify program consists of the following two pages of the E-Verify Memorandum of Understanding (MOU): 1) a valid, completed copy of the first page identifying the employer, and (2) a valid, completed copy of the signature page signed by the employer and the Department of Homeland Security – Verification Division.

Individuals or Sole Proprietorships

Pursuant to 208.009 R.S.Mo., no alien who is unlawfully present in the United States shall receive any contract from local governments, including St. Louis County. Accordingly, individuals or sole proprietorships awarded any contract with St. Louis County must complete a WORK AUTHORIZATION CERTIFICATION FOR INDIVIDUALS form and choose one of the three options listed. The required documents must be attached to the form indicating which option you choose in order to show compliance with Section 208.009 R.S.Mo. If you choose option two (#2), then you must also complete and return a WORK AUTHORIZATION AFFIDAVIT FOR INDIVIDUALS form.

Failure to Comply

Compliance with Section 285.530(2) R.S.Mo. is required for any contract with St. Louis County in excess of \$5,000. If a business entity that is awarded a contract does not complete and return the required documents and/or affidavits to St. Louis County as part of the contract, this failure will be deemed a breach of the terms of such contract. St. Louis County, Missouri has the right to refuse to honor any contracts or orders, both present and future, with any business entity that does not provide the affidavits and/or documents required by 285.530(2) R.S.Mo. to St. Louis County. Pursuant to Section 208.009 R.S.Mo., no contract for any amount shall be awarded to any individual by St. Louis County without documents showing proof of that person's citizenship or lawful presence, or by individual affidavit averring to the individual's citizenship or lawful presence in the United States.

ATTACHMENT 2 *See Appriss' proposal response, Section 6.b.*
AUTHORIZED SIGNATURES

List the name and title of those individuals in your organization who are authorized to execute proposals, contracts, and other documents and/or instruments on behalf of the organization. Specify if more than one signature is required.

	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title
Name (Typed)	Signature	Title

poses and says that the foregoing is a true statement of facts
co-partnership or joint venture herein named, as of the date

Name of Firm - Be Exact

Sworn to before me this
day of

Authorized
Signature(s)

Notary Public

Corporate Seal(s)

Notary Seal

ATTACHMENT 3 *See Appriss' proposal response, Section 6.c.*

EXCEPTIONS TO SECTION 8

__ No exceptions are taken.

Paragraph No.

Proposer's alternative language

ATTACHMENT 4 *See Appriss' proposal response, Section 6.c*
PRICE PROPOSAL AND SCHEDULE

Proposer shall submit a not to exceed price for all materials, equipment, and services necessary for performance of the services under this RFP.

Proposer shall specify an hourly rate, inclusive of all administrative, travel, report production, general overhead, profit and related expenses. Proposer shall estimate the number of hours required for performance of each task in the proposal.

Proposer shall also submit a proposed schedule for the performance of the requirements of the RFP, including proposed implementation of recommendations resulting from Proposer's analysis.