

NABP

National Association of
Boards of Pharmacy

www.nabp.pharmacy

1600 Feehanville Drive
Mount Prospect, IL 60056

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AGREEMENT
Between the National Association of Boards of Pharmacy
and the
County of St Louis Relating to Its Prescription Drug Monitoring Program

Purpose

The purpose of this Agreement is to describe the terms under which the National Association of Boards of Pharmacy® (NABP®), located at 1600 Feehanville Drive, Mount Prospect, IL 60056, will provide the NABP PMP InterConnect System® (System) services to St. Louis County, Missouri (County).

Recitals

The County prescription monitoring program (PMP) collects prescription drug dispensing or prescribing information and permits authorized users (End Users) to access prescription drug information for controlled substance prescriptions that are dispensed to patients (PMP Data). The purpose of this program is to monitor the prescribing and dispensing of controlled substances Schedules II-IV, identify prescription drug abuse, prevent diversion, prevent the entrance of dangerous diseases into the County, and protect public health and safety.

The State of Missouri does not currently operate a PMP. The County created a PMP and will utilize the System to further support the lawful purposes of its PMP.

NABP is a 501(c)(3) nonprofit organization that assists its member boards and jurisdictions, as well as regulatory and law enforcement governmental organizations for the purpose of protecting the public health and safety.

NABP is the sole and exclusive owner of the System. NABP makes its System available to governmental PMPs in furtherance of its mission.

NABP has partnered with a solution provider, currently Appriss, Inc., to develop and maintain the System. The System permits End Users to access information in one or more governmental prescription monitoring programs.

NABP Responsibilities

1. NABP is responsible for developing and maintaining the functionality of the System. The System allows individuals who meet County-designated requirements ("Requirements") to access the County's PMP information. The System also allows authorized individuals in the County, and in other jurisdictions, who meet the Requirements, to access PMP information. Such persons are collectively referred to as "End Users."
2. NABP is responsible for developing and maintaining the System in accordance with the Requirements, industry standards, and laws and rules applicable to protected health information and personally identifiable information.
3. NABP is responsible for insuring access to a basic reporting functionality in the System so the County may access statistical reports regarding usage of County PMP information.
4. NABP may work with one or more solution providers, now or in the future, to discharge its responsibilities under this Agreement.
5. NABP and its solution provider(s) will not access or use any protected health information and/or personally identifiable patient information that is transmitted through the System for any purpose, except as specifically authorized by the County in writing.

6. NABP agrees to enable County to enforce County requirements for access to and use of the County PMP information.
7. NABP is responsible for designating a contact person(s) to assist the County if there are questions about the System and to provide technical support.
8. With the exception of County and County contractors, NABP is responsible for any complaints, investigations, lawsuits, losses, or damages relating to claims that an NABP employee, agent, or contractor failed to comply with state, federal, or other governmental jurisdiction laws or rules applicable to PMP information in the performance of this Agreement or failed to comply with any requirement for access or use of PMP information through the System in his or her performance of this Agreement, whether the requirement was established by the County, another jurisdiction, state, or NABP.
9. Except as otherwise agreed to herein, NABP is not responsible for any access to or use of the System or PMP information by any user, whether state, municipal, or county-authorized users, any End User, or any employees, agents, or contractors of the County, or another county, political subdivision, or municipality of the State of Missouri, the State of Missouri, or any state.
10. NABP will cover all costs associated with the development of the System, including upgrade costs to the System.
11. NABP will cover all annual participation costs for County participation in the System and maintenance costs for the System, until NABP terminates or assigns this Agreement.
12. Subject to County's compliance with the terms of this Agreement, NABP grants County a limited, non-exclusive, non-transferrable, non-sublicensable, royalty-free license to access and use the System in the United States and in accordance with the terms of this Agreement. Except as specifically set forth in this Agreement, no right, title, interest, or ownership in the System is granted to County.

County Responsibilities

1. County is responsible for completely and accurately implementing the County's Requirements into the System, as set forth in Attachment A, which is hereby incorporated into and made a part of this Agreement. County agrees to promptly provide NABP with all revisions or amendments to its Requirements.
2. County is responsible for enforcing the Requirements for access to and use of the County PMP information.
3. County is responsible for maintaining records and audit trails of any protected health information or personally identifiable patient information that is transmitted through the System.
4. County is responsible for ensuring that County, its PMP, and its Requirements for access to and use of PMP information comply with all applicable County, State of Missouri, and federal ordinances, regulations, laws and rules including, without limitation, laws and regulations applicable to protected health information and personally identifiable information.
5. County is responsible for ensuring that it, its employees, agents, contractors, and affiliates comply with all ordinances, regulations, laws, and rules applicable to the County's participation in and use of the System and counties', states', and other jurisdictions' PMP information.
6. County is responsible for any complaints, investigations, claims, lawsuits, losses, damages, and the like, relating to claims that a County employee, agent, contractor, or affiliate failed to comply with County, other jurisdictions', state, or federal laws or rules applicable to PMP information in the performance of this Agreement or failed to comply with any requirement for access or use of PMP information through the System in his or her performance of this Agreement, whether the requirement was established by the County, state, another jurisdiction, or NABP.
7. County is responsible for handling any complaints, investigations, or the like, and any disciplinary or enforcement matters concerning claims that an End User failed to comply with ordinances, regulations, laws, or rules applicable to PMP information accessed through the System or any requirement for access to or use of PMP information through the System.
8. County is responsible for ensuring that no state's PMP information is added to any County information system or database except for an image of state PMP information that has been validly requested through the System. The County will securely store such image online and it will be securely available to the authorized requestor for up to 30 days. Thereafter, the County may retain the image indefinitely in a secure database with access restricted to only those authorized County employees or staff who have a legitimate County need to access or use such image.

9. If a state, municipality, or another county files a complaint against an End User for failure to comply with applicable ordinances, regulations, laws, or rules or fails to otherwise comply with any requirement for access or use of PMP information, or the System requirements, County agrees to investigate such complaint and is responsible for the cost of such investigation.
10. County agrees to collaborate with NABP to implement County Requirements for access to and use of County PMP information.
11. County is responsible for designating a contact person(s) to assist NABP if there are questions about County Requirements for access to or use of County's PMP information.
12. Provision of non-County PMP Data obtained through the System:
 - a. County may provide or otherwise make available non-County PMP Data lawfully obtained through the System only to individuals registered with the County PMP or to another PMP that participates in PMP InterConnect for subsequent delivery to individuals registered with that PMP.
 - b. Except as legally required pursuant to a valid subpoena or court order and only in accordance with applicable law, County is prohibited from providing non-County PMP Data obtained through the System:
 - i. To a county, municipality, or state that does not participate in the System; or
 - ii. To any entity that relays, transmits, or generates requests or responses in connection with PMP data including, without limitation, a health information exchange, health information organization, or any intermediary such as a hospital system, electronic medical records vendor, or pharmacy dispensing software or software vendor.
13. Prior to authorizing an End User to access to PMP information, County is responsible for requiring all End Users to agree to an End User License Agreement (EULA), Attachment B. Attachment B is hereby incorporated into and made a part of this Agreement. The EULA conveys the severity of accessing the PMP and requires End User acknowledgement before PMP access is granted. If County wishes to make any changes to the EULA, prior to making the changes, County agrees to provide the changes to the EULA to NABP for approval. Approval shall not be unreasonably withheld.
14. Prior to entering an agreement with a county, municipality, or political subdivision of government (Subscriber) located in the State of Missouri, in connection with the County PMP, County is responsible for requiring all Subscribers to agree with the following provision
 National Association of Boards of Pharmacy® (NABP®) provides St. Louis County access to the NABP PMP InterConnect System® (System). Subscriber agrees NABP shall not be liable to Subscriber (i) for any actions and or decisions made by St. Louis County, any political subdivision of government located in the State of Missouri including a Subscriber jurisdiction, or any state; (ii) in the event one or more state PDMPs do not allow the End User to access PDMP Data or revoke End User's permission concerning access to or use of PDMP Data; or (iii) if PDMP Data is not available or inaccessible due to failure of software, the Internet, communications, power, or due to another event.
15. County agrees to notify the Missouri Board of Pharmacy or any other applicable State of Missouri regulatory board or agency responsible for licensing an End User if County becomes aware of PMP Data being accessed or used in violation of the law, rules, or requirements of St Louis County, a county, municipality, or state.

Information Disclaimer

PMP information that is accessed through the System is provided "as is," meaning as it is maintained or provided by a particular county, municipality, or state. NABP disclaims all guarantees and warranties in connection with PMP information including any guarantee or warranty that PMP information is complete, accurate, current, or reliable.

Representations and Warranties

County makes the following representations and warranties:

1. County is a legally constituted entity or political subdivision of the State of Missouri and is validly existing under the laws of Missouri;
2. County has all requisite legal right, power, and authority to create and operate a PMP, as set forth in St. Louis County, Missouri Revised Code §602.800-602.808;

3. County has all requisite legal right, power, and authority to consolidate and coordinate PMP services with the City of St Louis (City), and other counties and jurisdictions located in the State of Missouri, and to operate the County PMP;
4. County has all requisite legal right, power, and authority to enter and perform its obligations under this Agreement;
5. County orders, ordinances, rules, and regulations in connection with the PMP will not and do not conflict with any rules or regulations of the Missouri Department of Health and Senior Services or Missouri Department of Social Services, or their successor departments, or any State of Missouri law, rule, or regulation;
6. County has all requisite legal authority to require pharmacies, dispensers of controlled substances, and other individuals and entities, to provide County, and its PMP, with data in connection with dispensed controlled substances;
7. County has the requisite legal authority to access, receive, use, disclose, provide, and maintain PMP Data; and
8. County will not engage in any act that interferes with NABP ownership of the System or otherwise attempt to assert any ownership or other rights, including but not limited to intellectual property rights, in the System, NABP software, or NABP marks or intellectual property.

County agrees that any violation of the terms of its representations or warranties constitutes a material breach of this Agreement.

Term and Termination

1. This Agreement is effective as of the date of last signature, below, and remains in effect for one year from the effective date. Thereafter, the Agreement will automatically renew for consecutive one-year periods on the anniversary of the effective date until either Party provides the other with 30 days' prior written notification of termination.
2. The County or NABP may terminate this Agreement at any time by providing 30 days' prior written notice of termination.
3. In the event of a material breach of this Agreement, or suspected breach of PMP information, either Party may immediately terminate this Agreement and will provide written notice of termination to the other Party.
4. If the State of Missouri begins operating a PMP, County agrees that this Agreement terminates on the first day that the State of Missouri begins operating the PMP, or such other time as mutually agreed upon by the Parties.

No Waiver of Sovereign Immunity

Each Party to this Agreement shall be responsible for the negligent acts and/or omissions of its officers, agents, employees, and contractors. This section is not intended to be construed as a waiver of sovereign or official immunity.

Audit

NABP shall have the right during the term of this Agreement and for up to one (1) year after the termination of this Agreement, upon reasonable written notice and during normal business hours, to audit and inspect such books and records of County, excluding patient protected health information and personally identifiable information, in order to verify compliance with the terms of this Agreement. If an audit reveals County is utilizing the PMP in a manner not permitted by this Agreement, County agrees to take, at County's expense, all reasonable corrective action requested by NABP unless otherwise contested by County.

Assignment

Neither Party shall assign the whole or any part of this Agreement without the other Party's prior written consent, except that NABP may assign this Agreement to any of its affiliates with common ownership, or a solution provider in addition to or to replace Appriss, Inc. NABP shall notify County in writing within 30 days of any such assignment.

Force Majeure

Neither Party shall be liable for delay or failure in performance of any of its obligations under this Agreement when such delay or failure arises from events or circumstances beyond the reasonable control of such Party, including, without limitation, acts of God, fire, flood, war, explosion, sabotage, terrorism, embargo, civil commotion, acts or omissions of any government entity or political subdivision, supplier delays, labor disputes, communications or power

failure that are not caused by NABP or its contractors, equipment or software malfunction not caused by NABP or its contractors and which are of a general nature (i.e., a general failure of the Windows operating system, software, the Internet, or similar type of failure).

Third Party Beneficiary

NABP shall be a third-party beneficiary to the EULA and shall have the right to enforce obligations under the EULA directly against County or the End Users.

Notice

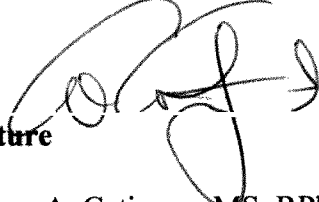
All notices, requests, or demands under this Agreement shall be in writing and shall be delivered by hand or mailed by certified mail, return receipt requested, postage prepaid to the other Party's address. Notice is effective upon receipt.

Miscellaneous

1. This Agreement, including all accompanying Attachments, constitutes and expresses the entire Agreement and understanding between the Parties regarding all the matters herein referred to, all previous discussions, promises, representations, and understandings relative thereto, if any, between the Parties regarding the subject matter herein.
2. The Parties may amend or revise this Agreement so long as such changes are agreed to in writing by the Parties and executed by the Parties.
3. Under this Agreement, Parties agree that NABP will perform as an independent contractor, and not as an agent or employee of the County.
4. NABP and the County bind their agents and designees to all the terms and conditions of this Agreement.
5. The invalidity of any section, subsection, clause, or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses, or provisions of this Agreement.
6. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.
7. Waiver of either Party of a breach or default of the other Party or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

The undersigned warrant that they are authorized representatives of their respective entities and that they are authorized to enter into this Agreement and, by their signatures below, hereby bind their respective entities to the terms and conditions of this Agreement.

National Association of Boards of Pharmacy

Signature 

Carmen A. Catizone, MS, RPh, DPh
Printed Name

Executive Director/Secretary
Title

19. April. 17
Date _____

STATE OF ILLINOIS
COUNTY OF COOK

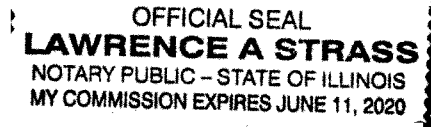
On this 19th day of April, 2017, before me appeared Carmen Catizone, to me personally known, who being by me duly sworn, did say that he is Executive Director/Secretary of National Association of Boards of Pharmacy, and that the above Contract was signed on behalf of said corporation, by authority of its Executive Committee and said Carmen Catizone acknowledged said Contract to be the free act and deed of said National Association of Boards of Pharmacy.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my official seal in the County and State aforesaid, the day and year above written.

Lawrence A Strass
Notary Public
My Commission Expires: 06/11/2020

ST. LOUIS COUNTY MISSOURI

See attached



By: _____
County Executive

Attest:

Administrative Director

Approved:

Director, Department of Public Health

Approved as to legal form:


County Counselor

Approved:

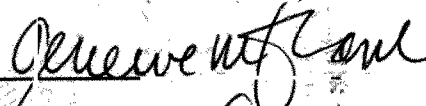
Accounting Officer

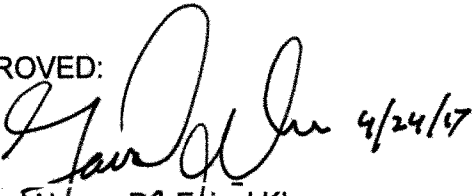
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ST. LOUIS COUNTY, MISSOURI 20.711 (2017)

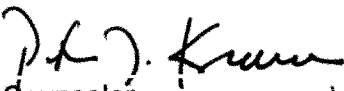
By: 
Printed Name: Steven V. Stenger
Title: County Executive


ATTEST:


Printed Name: Genevieve M. From
Title: County Clerk

APPROVED:  4/24/17
Printed Name: Dr. Faisal Khan
Title: Director of Public Health

Approved as to legal form:


County Counselor 4-27-17

Approved: 
Accounting Officer

Attachment A – County Requirements

St. Louis County, Missouri - Code of Ordinances TITLE VI - PUBLIC HEALTH AND WELFARE CHAPTER 602 - PUBLIC HEALTH

602.800 - Title of act; scope; certain persons exempt.

1. Sections 602.800 through 602.808 shall be known as the "St. Louis County Narcotics Control Act ("NCA")."
2. In order to enhance the public health and prevent the entrance of disease in St. Louis County, the provisions of this chapter shall apply in all unincorporated parts of St. Louis County and in all incorporated areas except any municipality having a population of seventy-five thousand (75,000) or more people and which maintains an organized health department.
3. The provisions of the NCA shall not apply to persons licensed pursuant to Chapter 340 RSMo.
(O. No. 26352, 3-1-16)

602.801 - Definitions.

As used in Sections 602.800 through 602.808, the following terms shall have the meanings ascribed to them, thus:

- (1) "Controlled substance" means a drug, substance or immediate precursor in Schedules I through V as set out in Chapter 195 RSMo.
- (2) "Department" means the St. Louis County Department of Public Health ("DPH").
- (3) "Director" means the Director of DPH, or the person or persons duly designated by the Director to carry out the duties of the Director specified in the NCA.
- (4) "Dispenser" means a person who delivers a Schedule II, III or IV controlled substance to a patient. However, the term does not include:
 - (a) A hospital as defined in Section 197.020 RSMo that distributes such substances for the purpose of inpatient care or dispenses prescriptions for controlled substances at the time of discharge from such facility;
 - (b) A practitioner or other authorized person who administers such a substance; or
 - (c) A wholesale distributor of a Schedule II, III or IV controlled substance.
- (5) "Patient" means a person who is the ultimate user of a drug for whom a prescription is issued or for whom a drug is dispensed, not including a hospice patient enrolled in a Medicare-certified hospice program who has controlled substances dispensed to him or her by such hospice program;
- (6) "Schedule II, III or IV controlled substance" means a controlled substance listed in Schedules II, III or IV as set out in Chapter 195 RSMo or the Controlled Substances Act, 21 U.S.C. Section 812.
(O. No. 26352, 3-1-16)

602.802 - Establishment of monitoring program by DPH.

1. The Director of the Department of Public Health shall establish and maintain a program for monitoring the prescribing and dispensing of all Schedule II, III and IV controlled substances by professionals licensed to prescribe or dispense such substances in St. Louis County, and may implement such departmental rules which in the opinion of the Director are necessary to implement such program. The program established and maintained by the Director shall operate so as to be consistent with federal law concerning regulation of narcotics and with privacy of lawful users of same. The rules may provide for the Director to suspend the requirement of reporting a particular category of information pursuant to subsection 2 of this section, if the Director determines that so reporting will conflict with collection of other reported information by the collection management system of the monitoring program. The rules shall be effective upon approval of the County Council and shall be filed with the Administrative Director.

2. Within seven business days of having dispensed a Schedule II, III or IV controlled substance, the dispenser of same shall submit to DPH by electronic means information regarding such dispensing. The information submitted for each dispensing shall at minimum include:

- (1) The pharmacy's Drug Enforcement (DEA) number;
- (2) The date of dispensation;
- (3) If dispensed via a prescription,
 - (a) The prescription number or other unique identifier;
 - (b) Whether the prescription is new or a re-fill;
 - (c) The prescriber's DEA or National Provider Identifier (NPI) number;
 - (d) The National Drug Code (NDC) of the drug dispensed;

(e) The quantity and dosage of the drug dispensed;

(f) An identifier for the patient to whom the drug was dispensed, including but not limited to any one of the following: a driver's license number; the patient's government-issued identification number; the patient's insurance cardholder identification number; or the patient's name, address and date of birth.

3. The dispenser's submission of the required information to DPH shall be in accordance with transmission standards established by the American Society for Automation in Pharmacy or any of its successor organizations.

4. The Director is authorized to issue a waiver of the electronic transmission requirement to a dispenser demonstrably unable to comply with the requirement. A waiver shall expire one year from the date of its issuance. Required information submitted under a waiver shall be submitted within the same time frame as is required herein for electronic transmission.

5. A dispenser who has not received a waiver of the electronic submission requirement but who, due to unforeseen circumstances, is temporarily unable to transmit dispensation information electronically may upon application to the Director receive an extension of up to ten business days in which to submit the required dispensation information by electronic transmission, which extension may be renewed upon subsequent showing of need by the applicant dispenser.

6. The Director shall make a decision concerning an application for a waiver or extension within three business days of receipt thereof. An applicant for a waiver or extension who has been aggrieved by a decision of the Director may appeal the decision according to law within three business days of the Director's decision.

(O. No. 26352, 3-1-16)

602.803 - Dispensation information to be closed pursuant to law.

1. Except when provided to persons or agencies authorized by this chapter to receive such information, dispensation information submitted to DPH is a closed record and not subject to public disclosure except as provided by law. No person shall provide such information to any person or agency not authorized by this chapter to receive it. A request for dispensation information made under Chapter 610 RSMo shall be referred to the County Counselor, who shall take all reasonable and lawful steps to ensure non-disclosure of the information.

2. The Director shall develop and maintain procedures to ensure that the privacy and confidentiality of patients and personal information collected, recorded, transmitted and maintained are not disclosed to persons not authorized by this chapter to receive dispensation information.

(O. No. 26352, 3-1-16)

602.804 - Use of the monitoring system by dispensers not located in St. Louis County.

1. The Director may permit dispensers located in counties other than St. Louis County to transmit dispensing information to DPH, either on a voluntary basis or pursuant to local or state law. Permission shall be conditional upon the dispenser complying in all respects with the provisions of this chapter.

(O. No. 26352, 3-1-16)

602.805 - Director to notify law enforcement or regulatory agency upon reasonable belief of a law or professional standards violation.

The Director shall review dispensation information transmitted to DPH, and if the Director develops a reasonable belief that a violation of law has occurred, or develops a reasonable belief that a breach of professional standards has occurred, the Director shall notify the appropriate law enforcement agency or the appropriate professional licensing, certification or regulatory agency. The Director may provide any dispensation information requested by such entities when advised that such information is required for conduct of an official investigation.

(O. No. 26352, 3-1-16)

602.806 - Persons authorized to be provided dispensation information.

1. Dispensation information and other data compiled by DPH in connection with monitoring program established by the Director may be provided to the following persons upon a duly made request:

(1) Persons, whether in or out of the State of Missouri, who are authorized to prescribe or dispense controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing medical or pharmaceutical care for a patient;

(2) Persons who request their own dispensation information in accordance with law;

- (3) The State Board of Pharmacy;
- (4) Any state board charged with regulating a professional authorized to prescribe or dispense controlled substances, and which has duly requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board. Only information related to the subject professional shall be provided by the Director.
- (5) Local, state and federal law enforcement or prosecutorial officials, both in or outside of Missouri, who are engaged in the administration, investigation or enforcement of laws governing prescription drugs based on a specific case and under a subpoena issued pursuant to court order.
- (6) The MO HealthNet division of the Missouri Department of Social Services regarding MO HealthNet program recipients.
- (7) A judge or other judicial officer under a subpoena issued pursuant to court order.

2. In addition to the above-specified persons, the Director may provide dispensation information and data to public or private entities for statistical or education purposes; however, the Director shall first delete any information that could reasonably be thought usable to identify individual persons.

(O. No. 26352, 3-1-16)

602.807 - Pharmacists or prescribers not required to obtain information from the Department of Public Health.

This chapter shall not be construed or interpreted to require a pharmacist or prescriber to obtain dispensation information possessed or maintained by the Department of Public Health.

(O. No. 26352, 3-1-16)

602.808 - Obedience to law required.

1. No person, absent lawful authority, shall knowingly access or disclose prescription or dispensation information maintained by DPH pursuant to the NCA, or knowingly violate any other provision of the NCA.

2. Any person convicted of violating this section shall be punished by a fine of up to one thousand dollars (\$1,000.00) or up to one (1) year in jail, or both.

(O. No. 26352, 3-1-16)

Attachment B
End User License Agreement (EULA)

Attachment B: End User License Agreement

TERMS AND CONDITIONS FOR USE OF THE ST. LOUIS COUNTY PRESCRIPTION DRUG MONITORING PROGRAM (as of 04/05/2017)

By utilizing the St. Louis County Prescription Drug Monitoring Program (PDMP), administered by the St. Louis County Department of Public Health (Department), you agree to abide by the requirements governing the PDMP in Chapter 602 of the St. Louis County Revised Ordinances (SLCRO) and any other applicable laws and requirements, including, but not necessarily limited to:

- 1) Section 602.806 SLCRO defines Authorized Users of the PDMP. You attest that you meet the requirements for at least one of the Authorized User categories below. Upon a duly made request, the following Authorized Users may access the PDMP:
 - a. Persons, in the State of Missouri, who are authorized to prescribe or dispense controlled substances, if the requesting person demonstrates that the request is made for the purpose of providing medical or pharmaceutical care for a patient.
 - i. For Authorized Users in this category, you attest:
 1. You are licensed to prescribe or dispense controlled substances in at least one of the Schedules I through V. You also agree to promptly notify the Department of any change or proposed change in licensure or registration status.
 2. You may only request the prescription history for your patients for the purpose of providing medical or pharmaceutical care.
 - ii. Persons authorized to prescribe or dispense controlled substances may also supervise and delegate access to the PDMP but maintain all liability.
 1. Where applicable – You attest that you are health care staff registering with the PDMP for the purpose of assisting a registered professional authorized to prescribe or dispense controlled substances who has designated you as a “delegate.” You further attest that as a delegate user, you understand that your activities are monitored and supervised by the prescriber or dispenser delegating their authority to you. You also agree to promptly notify the Department of any change or proposed change in licensure or registration status.
 - b. The Missouri Board of Pharmacy, who is responsible for regulation of a professional authorized to dispense controlled substances and which has requested the information or data in the course of a current and open investigation into the acts of said professional under the jurisdiction of the state board.
 - c. Any State Board responsible for regulation of a professional authorized to prescribe dispense controlled substances and which has requested the information or data in the course of a current and open investigation into the acts of a professional under the jurisdiction of the state board.
 - d. Local, state, and federal law enforcement or prosecutorial officials, engaged in the administration, investigation, or enforcement of laws governing prescription drugs based on a specific case and under a subpoena issued pursuant to court order.
 - e. MO HealthNet division of the Missouri Department of Social Services regarding MO HealthNet recipients.
 - f. A judge or judicial officer under a subpoena issued pursuant to court order.
- 2) You further attest that you are duly enrolled to use the PDMP, and you have not provided nor will provide your login credentials, including username, password, or any other security information provided through the PDMP to anyone else. You are responsible for promptly notifying the Department of any compromise of your login credentials or changes to your enrollment information, including but not limited to changes to name, business or email address, license or registration number.
- 3) You attest that the Department does not guarantee the accuracy or completeness of the information contained in the database. You also attest that there may be multiple persons with the same name and date of birth in the database so additional information such as phone number and address can be provided to distinguish your patient from others.
- 4) You agree to comply with all local, state, and federal laws and rules applicable to PDMP data including but not limited to laws and rules in connection with personally identifiable information, protected health information,

personal health information data security, data retention, and PDMP registration and licensure requirements. You agree to use and disclose of PDMP data only as permitted by applicable local, state, and federal laws, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).

- 5) You attest that you, and your delegates, are prohibited from caching or otherwise storing PDMP data, except in connection with maintenance of a medical record of an individual patient, and from providing unauthorized access to, selling, reusing, or reproducing PDMP data.
- 6) You acknowledge that you are aware that you must promptly notify the Department of any potential violation of confidentiality or use of the data in a manner contrary to the regulations or applicable professional standards.
- 7) You attest that usage of the PDMP is recorded and monitored and that your right to use the system may be revoked at any time at the discretion of the Department.
- 8) You further acknowledge that you are aware that your access to the PDMP may be suspended or terminated and that a referral may be made for criminal prosecution or disciplinary action for any of the following:
 - a. a request, use, or disclosure of data that involves a willful failure to comply with the standards in Chapter 602 SLCRO for request, transmission, or disclosure of data;
 - b. a failure to reasonably protect data in accordance with the requirements of Chapter 602 SLCRO or other applicable local, state, or federal law; or
 - c. an attempt to obtain data through fraud or deceit.
- 9) You acknowledge that the PDMP may participate in the National Association of Boards of Pharmacy (NABP) interstate exchange, PMP InterConnect.
 - a. You attest that NABP does not guarantee the accuracy or completeness of the information contained in the database.
 - b. You agree NABP shall not be liable for:
 - i. for any actions and/or decisions made by St. Louis County, any political subdivision of government located in the State of Missouri, or any state;
 - ii. in the event one or more state PDMPs do not allow you to access their PDMP data or revoke your access to or use of their PDMP data; or
 - iii. if PDMP data is not available or inaccessible due to failure of software, the Internet, communications, power, or due to another event.
 - c. You will defend, indemnify, and hold harmless NABP, and their directors, officers, employees, contractors, members, and affiliates from and against any and all third party claims arising out of violations by you or your delegates of applicable law; any breach of any requirement or term in connection with the PDMP by you or your delegates; any access, use, or non-use of PDMP data; any access or use of the NABP PMP InterConnect; or any act or omission of negligence or willful misconduct by you or your delegates in connection with the use of the PDMP.
- 10) You attest that the Department may revise these Terms and Conditions from time to time. You will be notified of any change, and your continued use of the PDMP after such notice shall constitute your acceptance of the new Terms and Conditions.
- 11) You are responsible for any access to or use of PDMP Data, whether by you or your employee(s), staff, contractor(s), or affiliate(s) (individually and collectively "Staff") and for Staff's compliance with applicable law.

I hereby certify that the information on this application is true to the best of my knowledge, and that I will comply with the laws of the St. Louis County and all applicable rules and regulations promulgated by the Department. I also certify that I have read and agree to the TERMS AND CONDITIONS FOR USE OF THE ST. LOUIS COUNTY PRESCRIPTION DRUG MONITORING PROGRAM.

I acknowledge these terms and conditions of use under the pains and penalties of perjury.