

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute a Memorandum of Understanding with the City of Independence, Missouri, related to the County's Prescription Drug Monitoring Program.

RESOLUTION NO. 19370, February 6, 2017

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, by Ordinance 4912, dated October 17, 2016, the Legislature did enact chapter 73, Jackson County Code, 1984, creating the Jackson County Prescription Drug Monitoring Program (PDMP); and,

WHEREAS, by Resolution 19307, dated November 14, 2016, the Legislature did authorize the execution of a User Agreement with St. Louis County, Missouri, to share costs related to the use of a data management software application for the PDMP; and,

WHEREAS, the City of Independence, Missouri, (the "City") desires to coordinate with the County in the implementation of the PDMP; and,

WHEREAS, the City and the County recommend the execution of a Memorandum of Understanding (MOU) setting out the rights and responsibilities of each party related to implementation of the PDMP; and,

WHEREAS, execution of the attached MOU with the City is in the best interests of the


health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached MOU with the City of Independence, MO, and any other documents required to give effect to this Resolution.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 19370 of February 6, 2017, was duly passed on February 13, 2017 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

2.13.17
Date


Mary Jo Spino, Clerk of Legislature

City of Independence



HEALTH DEPARTMENT • ADMINISTRATION DIVISION
515 SOUTH LIBERTY STREET • P.O. BOX 1019 • INDEPENDENCE, MISSOURI 64051-0519
www.independencemo.org • (816) 325-7986

November 28, 2016

Miriam Hennosy, Executive Assistant
Office of the County Executive
415 E 12th Street Suite 200
Kansas City, MO 64106

Enclosed are two copies of a Memorandum of Understanding (MOU) between Jackson County, Missouri and the City of Independence Health Department for the period January 1, 2017, through December 31, 2017.

This MOU has been signed on behalf of the Independence Health Department by City Manager Zachary Walker, per City Ordinance 16-122. Once the proper signatures have been obtained from County Executive Frank White, please forward the City's copy of the MOU to my attention.

Sincerely,

Andrew Warlen, MPH
Health Director

Enclosures (2)

**MEMORANDUM OF UNDERSTANDING BETWEEN
JACKSON COUNTY, MISSOURI
AND
THE CITY OF INDEPENDENCE, MISSOURI**

This Memorandum of Understanding (MOU) is entered in to between Jackson County, Missouri (“County”) and the City of Independence, Missouri (the “City”) to consent to and implement the County’s Prescription Drug Monitoring Program (PDMP) within the corporate limits of the City of Independence.

WHEREAS, there is an epidemic of dangerous addictions to drugs, including prescription drugs, particularly opioids, in our metropolitan area; and

WHEREAS, a prescription drug monitoring program would be a vital tool to aid in the improvement of public health; and,

WHEREAS, a consolidated & coordinated prescription drug monitoring program within Jackson County including the County and the City is necessary to be effective in addressing the joint goals of combatting prescription drug abuse; and,

WHEREAS, the County has enacted its PDMP for monitoring the prescribing and dispensing of Schedule II, III, and IV controlled substances by professionals licensed to prescribe or dispense such substances (except Veterinarians licensed under Chapter 340), to be in place beginning January 1, 2017; and,

WHEREAS, the parties believe that the best use of the coordinated resources of the City and County toward the reduction of the risks of prescription drug addiction would be for the City to authorize and consent, as required by §7300 of the Jackson County Code, to the County’s implementation of its PDMP within the City’s limits and for the Independence Health Department to cooperate and participate in the program, subject to the ongoing agreement of the City.

NOW, THEREFORE, the parties agree as follows:

I. The County agrees to:

1. Administer the PDMP within the corporate limits of Independence and assume all costs of such administration, effective January 1, 2017.
2. Provide technical assistance and help desk services related to administration of the program.
3. Provide monthly reports regarding PDMP activities both County-wide and Independence-specific.
4. Create a regional PDMP leadership team to monitor the PDMP and to create necessary policies and procedures.

5. Advise of, and seek input from the City concerning, proposed changes to the PDMP and administration thereof.

II. The City agrees to:

1. Consent, as required in §7300 of the Jackson County Code, to the implementation of the PDMP within the City of Independence, under the terms of this MOU.

2. Appoint the Director of the Independence Health Department, or a designee, as the point of contact for questions/issues regarding implementation of the PDMP within Independence and to receive the reports of the program's activities as set out in paragraph I above.

3. Provide a staff member(s) to participate in the regional PDMP leadership team.

III. The City & County jointly agree:

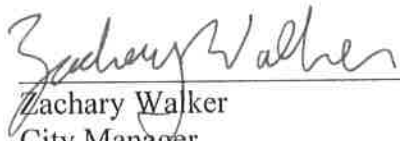
1. **Term** - This MOU and the consent to implement the PDMP within the City is effective with the January 1, 2017 inception of the program and runs through December 31, 2017, unless terminated sooner as set out herein. This agreement may be renewed by the mutual consent of the parties, or replaced by a new agreement.

2. **Amendment** - Any change to this MOU shall be accompanied by a formal amendment, signed by the parties, prior to the effective date of such change.

3. **Termination** - This MOU may be terminated by either party on a minimum of fourteen (14) days written notice prior to the effective date of the termination named by the terminating party. Upon termination the parties shall coordinate on any ancillary matters necessary to effectuate the termination of the agreement.

Frank White, Jr.
County Executive
Jackson County Missouri

Date



Zachary Walker
City Manager
City of Independence, Missouri

11/23/16
Date