

**IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI**

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

**RESOLUTION NO. 19417**, March 13, 2107

**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 Kansas City, 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, the City has also agreed to provide office space within the Kansas City Health

Department located at 2400 Troost Avenue for the County's PDMP Coordinator; and,

WHEREAS, the attached Memorandum of Agreement (MOA) sets out the rights and responsibilities of each entity related to use of this office space, at no cost to the County ;  
and,

WHEREAS, execution of the attached MOU and MOA with the City are 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 and MOA with the City of Kansas City, 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. 19417 of March 13, 2107, was duly passed on March 20, 2017 by the Jackson County Legislature. The votes thereon were as follows:

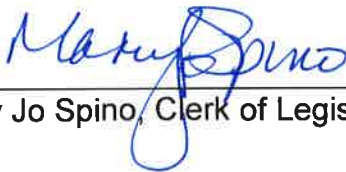
Yeas 8

Nays 0

Abstaining 0

Absent 1

3/20/17  
Date

  
Mary Jo Spino, Clerk of Legislature



Health Department  
Community Engagement, Policy and  
Accountability  
2400 Troost Avenue, Suite 1200  
Kansas City, Missouri 64108  
Office (816) 513-6221  
Fax (816) 513-6292



Public Health

Res. 19417

### Memorandum of Agreement

This Memorandum of Agreement (MOA), made on this first day of February, 2017 is established between the City of Kansas City, Missouri, through its Community Engagement, Policy and Accountability (CEPA) Division of the Kansas City, Missouri Health Department ("City") and Jackson County, Missouri ("County").

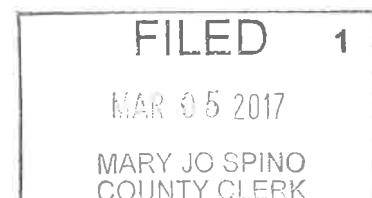
#### PURPOSE AND SCOPE

City hereby agrees to provide County with office space in the City of Kansas City, Missouri Health Department, located at 2400 Troost Avenue, ("Premises"). County is to use Premises as an office space for its Prescription Drug Monitoring (PDMP) Coordinator to support the following objectives:

1. To respond to inquiries from PDMP participating pharmacies and physicians in Jackson County, Missouri, the majority of which reside in Kansas City, Missouri;
2. To create a seamless transition to a functioning PDMP, including outreach and troubleshooting;
3. To prevent or reduce the number of opioid related overdoses and deaths through strengthening the effectiveness of the PDMP; and
4. To ensure communication between County and CEPA statisticians to monitor the prevalence of PDMP use, opioid overdoses and deaths.

#### AGREEMENT IS AS FOLLOWS

1. **Term.** The term for this MOA shall be for the period of one year beginning February 1<sup>st</sup> 2017 and ending January 31<sup>st</sup>, 2018, subject to the provisions of this MOA.
2. **Rent.** No rent will be required for the provision of office space.
3. **Use of Premises.** The use of the Premises is for the PDMP coordinator and no other use unless specifically authorized in writing by City.
4. **Acceptance, Maintenance and Repair.** County has inspected and knows the condition of Premises and accepts the same in its present condition (subject to ordinary wear, tear). County will return Premises and its inventory to City, "broom clean" and undamaged except for reasonable wear and tear.
5. **Quiet Enjoyment.** County shall lawfully, peacefully and quietly hold, occupy and enjoy said Premises during the term without hindrance, objection or molestation.
6. **City Right of Entry.** City may enter the premises at reasonable hours to examine the same, to do anything which City may deem necessary for the good of the Premises or the entire facility.
7. **Utilities and Services.** City shall furnish and pay for all electricity, water or any utilities used in connection with the Premises, unless otherwise herein expressly provided. City shall provide



- trash and refuse removal. County shall be responsible for any communications connectivity desired. County shall be solely responsible for copier and other administrative services desired.
8. **Security Services.** City shall furnish facility security during regular business hours
  9. **Alterations.** County shall not make any alterations or additions in or to the Premises, without the prior written consent of City.
  10. **Signs and Advertisements.** County shall not put upon, nor permit to be put upon, any part of the Premises, any signs, billboards or advertising whatsoever, without prior written consent of City and City's Director of Health.
  11. **Recycling.** It is the established policy of the City of Kansas City Missouri and the Health Department to promote environmentally sound business practices. County agrees, where reasonable and practicable, to incorporate similar practices in operation on the Premises including, but not limited to, encourage recycling.
  12. **Access.** Premises will be made available for routine office use as follows:

**Monday – Friday 8:00am-5:30pm**

County staff access to the Premises is limited to the office hours when CEPA staff is present in Suite 4000. Premises will not be available to County during the following holidays observed by City:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving and the Day after Thanksgiving
- Christmas Day

City will provide identification and security badges. County staff shall wear identification prominently any time they are in the Health Department building.


City will not provide a key to the Suite within which the Premises are located; rather County and PDMP staff shall rely on CEPA staff or City security at the Health Department to access Premises. Security badges will only grant County PDMP staff access to the employee entrance of the Health Department building and the employee parking lot. Any lost, misplaced, or stolen security badges should be reported immediately to the CEPA Division Manager. County will also notify City of the end or termination of employment of any PDMP staff person who was issued a security badge in order, so City can deactivate building access for that individual.

13. **Meeting With Clients.** PDMP staff are not permitted to bring individuals, including PDMP clients or prospective clients, into Suite 4000. If, and when it is necessary for PDMP Staff to meet with clients at the Health Department, they should do so in one of the department conference rooms located on the Health Department's third and fourth floor.
14. **Present and On-call.** PDMP staff will be present and/or "on call" a minimum of three days per week, Monday through Friday. For shortened work weeks, the number of days PDMP staff will be present at the Premises will be at the County's discretion, but staff shall be present a minimum of one (1) day during a shortened work week.
15. **Parking.** County's PDMP staff shall park in the areas identified as employee parking or the employee overflow parking lots. County and PDMP staff shall enter the building through the employee entrance located on the west side of the Health Department building.
16. **Safety.** County's PDMP staff will follow all facility and safety policies promulgated by City and the Health Department. County agrees to pay any charged fees generated as a result of PDMP Staff setting off the facility security alarm.
17. **Client Privacy.** County's PDMP staff will follow all requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) and all successor updates as they relate to privacy and security of patient health information. County and its staff also agree to comply with all other laws involving privacy and confidentiality, including state law. All PDMP staff working at Premises shall review the Kansas City, Missouri Health Department confidentiality policy and sign the KCHD Confidentiality Statement prior to move-in.
18. **Compliance with all other laws.** County's PDMP will follow all other local, state and federal laws while on the Premises.
19. **Termination of Agreement.** City and County reserve the right to terminate this agreement with 30 days prior notice. City reserves the right to remove PDMP staff, with or without prior notice, if they become disruptive to the Health Department patients, clients, employees or visitors and/or if County or PDMP staff are deemed to be a security risk.
20. **Premise; Inventory.** Premises shall consist of a portion of a fourth floor suite, the specific work station which will be assigned by City.


**Furnishings provided:**

- 1 Standard work station consisting of desk area with locking file drawers, storage compartments, and overhead bookshelves.
- 1 free-standing file and storage cabinet
- 1 trash can
- 1 recycle bin
- 1 dry erase/ bulletin board
- 1 office chair

The undersigned parties do enter into this agreement with the intent to support the implementation of the PDMP through the objectives and terms identified in this document.

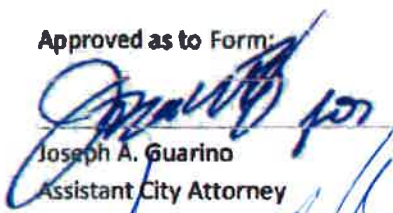
  
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Tracie McClendon-Cole, JD, MPA  
Deputy Director of Health  
City of Kansas City, MO, Health Department (City)

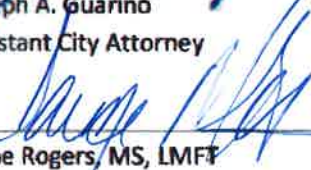
3/2/17  
Date

  
\_\_\_\_\_  
Sarah Martin-Anderson, PhD, MPP, MPH  
Division Manager CEPA  
City of Kansas City, MO, Health Department (City)

4/5/17  
Date

Approved as to Form:

  
\_\_\_\_\_  
Joseph A. Guarino  
Assistant City Attorney


  
\_\_\_\_\_  
Jaime Rogers, MS, LMFT  
Chief Health Officer  
Jackson County (County)

3/29/17  
Date

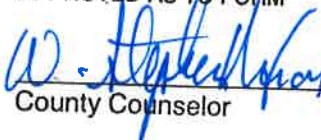
  
\_\_\_\_\_  
Frank White  
County Executive  
Jackson County (County)

3/29/17  
Date

ATTEST:

  
\_\_\_\_\_  
Clerk of the County Legislature

APPROVED AS TO FORM

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



**Memorandum of Understanding  
Between  
The City of Kansas City Missouri  
And  
Jackson County, Missouri**



**Public Health**

This memorandum of Understanding (MOU) is entered into between Jackson County, Missouri ("County") and the City of Kansas City, Missouri, acting through its Health Department ("City") to consent to and implement the County's Prescription Drug Monitoring Program (PDMP) within the corporate limits of the City.

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

**WHEREAS**, a prescription 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 City is necessary to be effective in addressing the joint goals of combating 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 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 Kansas City, Missouri Health Department to cooperate and participate in the program, subject to the ongoing agreement of the City; and

**WHEREAS**, the City Council passed Ordinance No. 160831 creating a Kansas City, Missouri Prescription Drug Monitoring Program and authorizing the coordination of such programs with other jurisdictions;

**NOW, THEREFORE**, the parties agree as follows:

I. County agrees to:

1. Administer the PDMP within the corporate limits of Kansas City, Missouri 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 Kansas City, Missouri-specific.
4. Create regional PDMP leadership team to monitor the PDMP and to create necessary policies and procedures.



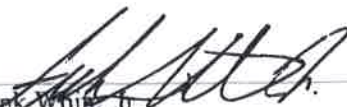
5. Advise of, and seek input from City concerning, proposed changes to the PDMP and administration thereof.

II. City agrees to:

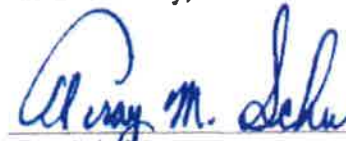
1. Consent, as required in 7300 of the Jackson County Code, to the implementation of the PDMP within the City of Kansas City Missouri, under the terms of this MOU.
2. Appoint the Director of the Kansas City, Missouri Health Department, or a designee, as the point of contact for questions / issues regarding implementation of the PDMP within Kansas City, Missouri 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.

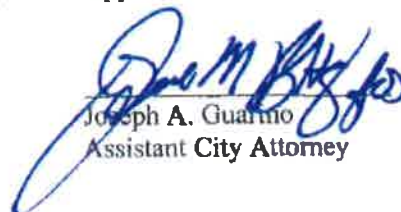
  
Frank White, Jr.  
County Executive  
Jackson County, Missouri

3/29/17  
Date

  
Troy Schulte  
City Manager  
City of Kansas City, Missouri

2/24/17  
Date

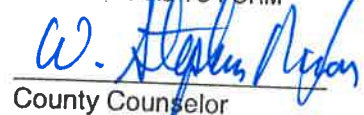
Approved as to Form

  
Joseph A. Guarino  
Assistant City Attorney

ATTEST:

  
Clerk of the County Legislature

APPROVED AS TO FORM

  
County Counselor