Agency Summary And Certification

421 -- Pharmacy, State Board of

Original Submission X or Rev No. ___ **FY2022 Request** Page ____ of ____ Pages

In accordance with 67-3502, Idaho Code, I certify the attached forms properly state the receipts and expenditures of the department (agency, office, or institution) for the fiscal years indicated. The summary of expenditures by major program, fund source, and standard class is indicated below.

Signature of Department Director : Nicole Chapski Date: 8/27/2020

Function/Activity	FY 2020 Total Appropriation	FY 2020 Total Expenditures	FY 2021 Original Appropriation	FY 2021 Estimated Expenditures	FY 2022 Total Request
Pharmaceutical Regulation	2,148,100	2,095,200	2,882,600	2,882,600	0
Total	2,148,100	2,095,200	2,882,600	2,882,600	0

By Fund Source	Total Appropriation	Actual Expenditures	Original Appropriation	Estimated Expenditures	Total Request
D 0229-00 State Regulatory Fund	2,148,100	2,095,200	2,352,800	2,352,800	0
F 0348-00 Federal Grant	0	0	529,800	529,800	0
Total	2,148,100	2,095,200	2,882,600	2,882,600	0

By Object	Total Appropriation	Actual Expenditures	Original Appropriation	Estimated Expenditures	Total Request
Personnel Costs	1,187,200	1,150,700	1,208,400	1,208,400	0
Operating Expenditures	925,500	904,500	1,674,200	1,674,200	0
Capital Outlay	35,400	40,000	0	0	0
Trustee And Benefit Payments	0	0	0	0	0
Lump Sum	0	0	0	0	0
Total	2,148,100	2,095,200	2,882,600	2,882,600	0
FTP Total	15.00	15.00	15.00	15.00	0.00

AUG 31 2020

Idaho State Board of Pharmacy

5 Board Members
Appointed by the Governor
Richard de Blaquiere, PharmD; Kristina Jonas PharmD; Justin Messenger PharmD; Vacant; Edmund Sperry

Executive Director – *Appointed by the Board*
Nicki Chopski, PharmD
PCN0004 (1.00)

Deputy Executive Director (NC) - *Berkeley Fraser RPh*
(Supervises Compliance Staff, Licensing Staff, Investigator, and Management Assistant)
PCN0008 (1.00)

Compliance Staff

SW Compliance Officer
Amy Hickerson
PCN 0022 (1.00)

E Compliance Officer
Jaime Thompson
PCN0020 (1.00)

NW Compliance Officer
Wendy Shiell
PCN0021 (1.00)

Investigator (NC) – Supervisor
Fred Collings
PCN0019 (1.00)

Program Information Coordinator
Ellen Mitchell
PCN0026 (1.00)

Program Information Coordinator
Teresa Anderson
PCN0018 (1.00)

Management Assistant – Supervisor
Theresa Arnold
PCN0025 (1.00)

Financial Support Technician
Vacant
PCN 0013 (1.00)

Customer Service Representative
Susan Villanueva
PCN0010 (1.00)

Licensing Staff

TRS II – Licensing Specialist
Cathy Hutson
PCN0024 (1.00)

TRS II – Licensing Specialist
Wendy Muir
PCN0007 (1.00)

TRS II – Licensing Specialist
Sarah Kosty
PCN0023 (1.00)

IT Systems Integration Analyst
Erik Sevillano
PCN 0027 (1.00)

FTP 14.0
Vacant 1.0

Decision Unit	Priority	Agency Request FTP	General	Total
Pharmaceutical Regulation				
12.01 Satewide Gateway	0	0.00	0	428,000
12.81 Revenue Adjustments	0	-15.00	0	(2,989,600)
		-15.00	**0**	**(2,561,600)**

FORM B11: REVENUE

Agency/Department: Board of Pharmacy
Program (If applicable)

Request for Fiscal Year: 2022
Agency Number: 421
Budget Unit (If Applicable): SGBB
Function/Activity Number (If Applicable): 10

Original Request Date: 8/27/20
Revision Request Date:

Page: _____ of _____

Fund No.	Fund Detail No.	Fund Name	Significant Assumption Number	Summary Object Code	Revenue Source Description -Summary Level	FY 2018 Actual Revenue	FY 2019 Actual Revenue	FY 2020 Actual Revenue	FY 2021 Estimated Revenue	FY 2022 Estimated Revenue
0229	00	State Regulatory Fund		1001	License Permits & Fees	1,863,400	1,950,900	1,937,400	1,945,400	1,443,500
				1301	Fine Forefit Escheats	104,400	185,700	93,000	90,000	90,000
				1501	Sales of Services	500	600	500	500	500
				1701	Sales of Goods	10,300	0	70	70	70
				1901	Sale of Land Bldg Equip	0	0	0	0	0
				2101	St Grants & Contribution	217,200	95,300	6,000	0	0
				3601	Miscellaneous Revenue	3,900	5,700	1,360	2,000	2,000
0229	**00**	**State Regulatory Fund**		**FUND TOTAL**		**$2,199,700**	**$2,238,200**	**$2,038,330**	**$2,037,970**	**$1,536,070**
0348		Federal Grant						324,900	529,800	0
0348		**Federal Grant**		**FUND TOTAL**		**$0**	**$0**	**$324,900**	**$529,800**	**$0**
				FUND TOTAL		**$0**	**$0**	**$0**	**$0**	**$0**
				FUND TOTAL		**$0**	**$0**	**$0**	**$0**	**$0**
				FUND TOTAL		**$0**	**$0**	**$0**	**$0**	**$0**
				FUND TOTAL		**$0**	**$0**	**$0**	**$0**	**$0**

Fund No.	Fund Detail No.	Fund Name	Significant Assumption Number	Summary Object Code	Revenue Source Description -Summary Level	FY 2018 Actual Revenue	FY 2019 Actual Revenue	FY 2020 Actual Revenue	FY 2021 Estimated Revenue	FY 2022 Estimated Revenue
					GRAND TOTAL	**$2,199,700**	**$2,238,200**	**$2,363,230**	**$2,567,770**	**$1,536,070**

SIGNIFICANT ASSUMPTIONS

Fund No.	Fund Detail No.	Fund Name	Significant Assumption Number	Provide Details for any Significant Assumptions Listed	FY 2022 Estimated Impact
0229	00	Dedicated Fund	01	Possible removal of CS registration	-$546,500
					$0
					$0
					$0
					$0
					$0

FORM B12: ANALYSIS OF FUND BALANCES **Request for Fiscal Year :** 2022

Agency/Department: Board of Pharmacy Agency Number: 421

Original Request Date: August 27,2020 or Revision Request Date: _____ Page _____ of _____

Sources and Uses:

FUND NAME: State Regulatory Fund	FUND CODE: 0229	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	FY 2021 Estimate	FY 2022 Estimate
1. Beginning Free Fund Balance		**2,360,200**	**2,611,400**	**2,984,600**	**2,937,200**	**2,704,600**
2. Encumbrances as of July 1		0	87,700	0	0	0
2a. Reappropriation (Legislative Carryover)		250,000	0	0	0	0
3. Beginning Cash Balance		**2,610,200**	**2,699,100**	**2,984,600**	**2,937,200**	**2,704,600**
4. Revenues (from Form B-11)		2,199,700	2,238,200	2,038,300	1,945,400	1,443,500
5. Non-Revenue Receipts and Other Adjustments	Suspense, borrowing limit	(20,200)	21,400	11,700	12,000	12,000
6. Statutory Transfers in:	Fund or Reference:	0	0	0	0	
7. Operating Transfers in:	Fund or Reference:	0	0	0	0	0
8. Total Available for Year		**4,789,700**	**4,958,700**	**5,034,600**	**4,894,600**	**4,160,100**
9. Statutory Transfers Out:	Fund or Reference:	0	0	0	0	0
10. Operating Transfers Out:	Fund or Reference:	0	0	0	0	0
11. Non-Expenditure Disbursements and Other Adjustments	Refunds, Clearing, P-card pymts	3,100	8,400	2,300	3,000	3,000
12. Cash Expenditures for Prior Year Encumbrances		0	87,700	0	0	0
13. Original Appropriation		*2,049,200*	*2,028,700*	*2,150,400*	*2,187,000*	*2,615,000*
14. Prior Year Reappropriations, Supplementals, Rescissions		*287,300*	*0*	*(2,300)*	*0*	*0*
15. Non-cogs, Receipts to Appropriation, etc		*0*	*0*	*0*	*0*	*0*
16. Reversions and Continuous Appropriations		*(161,300)*	*(150,700)*	*(53,000)*	*0*	*0*
17.Current Year Reappropriation		*0*	*0*	*0*	*0*	*0*
18. Reserve for Current Year Encumbrances		*(87,700)*	*0*	*0*	*0*	*0*
19. Current Year Cash Expenditures		**2,087,500**	**1,878,000**	**2,095,100**	**2,187,000**	**2,615,000**
19a. Budgetary Basis Expenditures (CY Cash Exp + CY Enc)		**2,175,200**	**1,878,000**	**2,095,100**	**2,187,000**	**2,615,000**
20. Ending Cash Balance		**2,699,100**	**2,984,600**	**2,937,200**	**2,704,600**	**1,542,100**
21. Prior Year Encumbrances as of June 30		0	0	0	0	0
22. Current Year Encumbrances as of June 30		87,700	0	0	0	0
22a. Current Year Reappropriation		0	0	0	0	0
23. Borrowing Limit		0	0	0	0	0
24. Ending Free Fund Balance		**2,611,400**	**2,984,600**	**2,937,200**	**2,704,600**	**1,542,100**
24a. Investments Direct by Agency (GL 1203)		0	0	0	0	0
24b. Ending Free Fund Balance Including Direct Investments		**2,611,400**	**2,984,600**	**2,937,200**	**2,704,600**	**1,542,100**
26. Outstanding Loans (if this fund is part of a loan program)						

*Note:

Shaded areas in matrix are calculated. Numbers are rounded to hundreds of dollars. Font set to fit to page.

FY 2022 Agency Budget - Request

Detail Report

Agency: 421 - Pharmacy, State Board of

Function: 10 - Pharmaceutical Regulation

		FTP	Personnel Cost	Operating Expense	Capital Outlay	Trustee/ Benefit	Lump Sum	Total
FY 2020 Total Appropriation								
1.00								
0229-00	Dedicated	15.00	1,187,200	925,500	35,400	0	0	2,148,100
	Total	**15.00**	**1,187,200**	**925,500**	**35,400**	**0**	**0**	**2,148,100**
1.21 Net Object Transfers								
Transferred Operation to Capital Outlay to cover the purchase of 2 laptops and a fingerprint scanning station.								
0229-00	Dedicated	0.00	0	(4,600)	4,600	0	0	0
	Total	**0.00**	**0**	(4,600)	**4,600**	**0**	**0**	**0**
1.61 Reverted Appropriation Balances								
0229-00	Dedicated	0.00	(36,500)	(16,400)	0	0	0	(52,900)
	Total	**0.00**	(36,500)	(16,400)	**0**	**0**	**0**	(52,900)
FY 2020 Actual Expenditures								
0229-00	Dedicated	15.00	1,150,700	904,500	40,000	0	0	2,095,200
	Total	**15.00**	**1,150,700**	**904,500**	**40,000**	**0**	**0**	**2,095,200**
FY 2021 Original Appropriation								
3.00								
0229-00	Dedicated	15.00	1,208,400	906,300	0	0	0	2,114,700
OT 0229-00	Dedicated	0.00	0	238,100	0	0	0	238,100
OT 0348-00	Federal	0.00	0	529,800	0	0	0	529,800
	Total	**15.00**	**1,208,400**	**1,674,200**	**0**	**0**	**0**	**2,882,600**
Expenditure Adjustments								
4.31 Supplemental								
Tenant improvements - Chinden campus								
OT 0229-00	Dedicated	0.00	0	406,300	0	0	0	406,300
	Total	**0.00**	**0**	**406,300**	**0**	**0**	**0**	**406,300**
FY 2021 Total Appropriation								
0229-00	Dedicated	15.00	1,208,400	906,300	0	0	0	2,114,700
OT 0229-00	Dedicated	0.00	0	644,400	0	0	0	644,400
OT 0348-00	Federal	0.00	0	529,800	0	0	0	529,800
	Total	**15.00**	**1,208,400**	**2,080,500**	**0**	**0**	**0**	**3,288,900**

		FTP	Personnel Cost	Operating Expense	Capital Outlay	Trustee/ Benefit	Lump Sum	Total
FY 2021 Estimated Expenditures								
0229-00	Dedicated	15.00	1,208,400	906,300	0	0	0	2,114,700
OT 0229-00	Dedicated	0.00	0	644,400	0	0	0	644,400
OT 0348-00	Federal	0.00	0	529,800	0	0	0	529,800
	Total	**15.00**	**1,208,400**	**2,080,500**	**0**	**0**	**0**	**3,288,900**
Base Adjustments								
8.41 Removal of One-Time Expenditures								
This decision unit removes one-time appropriation for FY 2021								
OT 0229-00	Dedicated	0.00	0	(238,100)	0	0	0	(238,100)
OT 0348-00	Federal	0.00	0	(529,800)	0	0	0	(529,800)
	Total	**0.00**	**0**	**(767,900)**	**0**	**0**	**0**	**(767,900)**
FY 2022 Base								
0229-00	Dedicated	15.00	1,208,400	906,300	0	0	0	2,114,700
OT 0229-00	Dedicated	0.00	0	406,300	0	0	0	406,300
OT 0348-00	Federal	0.00	0	0	0	0	0	0
	Total	**15.00**	**1,208,400**	**1,312,600**	**0**	**0**	**0**	**2,521,000**
Program Maintenance								
10.11 Change in Health Benefit Costs								
This decision unit reflects a change in benefit costs.								
0229-00	Dedicated	0.00	19,200	0	0	0	0	19,200
	Total	**0.00**	**19,200**	**0**	**0**	**0**	**0**	**19,200**
10.12 Change in Variable Benefit Costs								
This decision unit reflects a change in variable benefit costs.								
0229-00	Dedicated	0.00	6,700	0	0	0	0	6,700
	Total	**0.00**	**6,700**	**0**	**0**	**0**	**0**	**6,700**
10.21 General Inflation Adjustments								
The Board of Pharmacy's licensing system maintenance and support is prepaid one fiscal year in advance and increases 3% annully.								
0229-00	Dedicated	0.00	0	2,700	0	0	0	2,700
	Total	**0.00**	**0**	**2,700**	**0**	**0**	**0**	**2,700**
10.31 Repair, Replacement Items/Alterations								
The agency requests $1600 in one-time dedicated fund spending authority for repair and replacement items. We are requesting to replace a laptop that was purchased 6/2016 for our IT Data Systems Analyst.								
OT 0229-00	Dedicated	0.00	0	0	1,600	0	0	1,600
	Total	**0.00**	**0**	**0**	**1,600**	**0**	**0**	**1,600**

Agency: 421 - Pharmacy, State Board of

Function: 10 - Pharmaceutical Regulation

		FTP	Personnel Cost	Operating Expense	Capital Outlay	Trustee/ Benefit	Lump Sum	Total
10.61 Salary Multiplier - Regular Employees								
The agency requests a 1% Change in Employee Compensation.								
0229-00	Dedicated	0.00	10,300	0	0	0	0	10,300
	Total	**0.00**	**10,300**	**0**	**0**	**0**	**0**	**10,300**
10.62 Salary Multiplier - Group and Temporary								
The agency requests a 1% Change in Employee Compensation for group and temporary employees.								
0229-00	Dedicated	0.00	100	0	0	0	0	100
	Total	**0.00**	**100**	**0**	**0**	**0**	**0**	**100**
FY 2022 Total Maintenance								
0229-00	Dedicated	15.00	1,244,700	909,000	0	0	0	2,153,700
OT 0229-00	Dedicated	0.00	0	406,300	1,600	0	0	407,900
OT 0348-00	Federal	0.00	0	0	0	0	0	0
	Total	**15.00**	**1,244,700**	**1,315,300**	**1,600**	**0**	**0**	**2,561,600**
Line Items								
12.01 Satewide Gateway								
Statewide Gateway Operation and Maintenance								
0229-00	Dedicated	0.00	0	428,000	0	0	0	428,000
	Total	**0.00**	**0**	**428,000**	**0**	**0**	**0**	**428,000**
12.81 Revenue Adjustments								
DOPL Revenue Adjustment								
0229-00	Dedicated	-15.00	(1,244,700)	(1,337,000)	(1,600)	0	0	(2,583,300)
OT 0229-00	Dedicated	0.00	0	(406,300)	0	0	0	(406,300)
	Total	**-15.00**	**(1,244,700)**	**(1,743,300)**	**(1,600)**	**0**	**0**	**(2,989,600)**
FY 2022 Total								
0229-00	Dedicated	0.00	0	0	(1,600)	0	0	(1,600)
OT 0229-00	Dedicated	0.00	0	0	1,600	0	0	1,600
OT 0348-00	Federal	0.00	0	0	0	0	0	0
	Total	**0.00**	**0**	**0**	**0**	**0**	**0**	**0**

FORM B8.1: PROGRAM REQUEST BY DECISION UNIT

Agency/Department:	Idaho State Board of Pharmacy	**Request for Fiscal Year :**	2022
Function/Division:		Agency Number:	421
Activity/Program:		Function/Activity Number:	10
		Budget Unit:	229

Original Request Date:	Revision Request Date:	Page:	of
August 27, 2020			

Decision Unit Number: 12.01 **Descriptive Title:** **Statewide Gateway**

Description	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP) PERSONNEL COSTS: 1. Salaries 2. Benefits 3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:** 1.Ongoing Maintenance Cos ntat					
TOTAL OPERATING EXPENDITURES:		**$428,100**			**$428,100**
CAPITAL OUTLAY **by summary object:** 1. Network Hardware 2. 3.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL		**$428,100**			**$428,100**

Attach as many pages as necessary to respond to the following questions:

1. What is being requested and why? Specifically, what problem is this request trying to solve and how does this request address that problem?
   a. If a supplemental request, explain how this request arises to the level of being an emergency for the agency.
2. Indicate the specific source of authority, whether in statute or rule, that supports this request.
3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?
4. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire and terms of service.
   b. Note any existing agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position would have over other employees. Please indicate any requested personnel on the organizational chart submitted with this budget request.
   c. List any additional operating funds and capital items needed and note onetime versus ongoing costs.
   d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the basis for your cost estimates)?
6. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, anticipated grant awards, or anticipated partnerships with other state agencies or other entities.
7. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

1. What is being requested and why? Specifically, what problem is this request trying to solve and how does this request address that problem?

   Total cost to implement Statewide Gateway is $533,000, we currently have $105,000 in our base budget to put towards Statewide Gateway. Our agency is requesting $428,000 in ongoing appropriation for Statewide gateway and NarxCare enterprise.

   Appriss Health developed the NarxCare platform to provide a more comprehensive approach to addressing substance use disorder, and we firmly believe that the delivery of NarxCare is the best way to ensure that prescribers, dispensers, and states support the health and well-being of their patient populations. NarxCare aids care teams in clinical decision· making, provides support to help prevent or manage Substance Use Disorder, and empowers states with the comprehensive platform they need to take the next step in the battle against opioid addiction. NarxCare empowers prescribers and dispensers to identify patients that may be at risk for opioid addiction, overdose and death, and equips clinicians and care teams with the tools and technology they need to help those patients. With NarxCare, clinical decisions can be supported with objective insights into potential drug misuse or abuse, and patients can be provided with the care they need.
   NarxCare aggregates and analyzes prescription information from providers and pharmacies and presents interactive, visual representations of that information, as well as advanced analytic insights, complex risk scores and more to help physicians, pharmacists and care teams to provide better patient safety and better patient outcomes. The platform can also accommodate additional information sources to create more holistic risk models, assessments and alerts.
   However, the identification of patients at risk is only the beginning of a comprehensive platform needed to impact the increasing prevalence of substance use disorder. NarxCare extends beyond information and insights to provide toots and resources to enable care teams to support patient needs. Increasing access to treatment through Medication Assisted Treatment locators, improving patient education and engagement through CDC information sheets and enabling the coordination of care across the continuum through powerful care team communications are key NarxCare features that are widely recognized as critical tools for healthcare professionals. These resources can be used to help patients in need, at the right time, in a meaningful way, quickly and easily, at the point of care.
   This information, insight and functionality is all accessed through the PDMP portal as well as through existing electronic health records (EHR) or pharmacy management systems, so there is no logging in or out of secondary websites or trying to manage usernames or passwords.

   The end goal is to provide all authorized healthcare entities - ambulatory care units, acute care facilities, emergency care units, pharmacies, and others- the ability to integrate ID BOP's PDMP information into their Health IT systems, be they Electronic Medical Records (EMRs), Electronic Health Records (EHRs) or Participating Pharmacy Management Systems. The integrated solution, PDMP Gateway, will allow authorized users to access the same information that is available in the ID PDMP website (PMP AWARxE) within their clinical workflows, including patient prescription history, summary information, and clinical risk indicators.

   a. If a supplemental request, explain how this request arises to the level of being an emergency for the agency. N/A

2. Indicate the specific source of authority, whether in statute or rule, that supports this request.

During the FY20 legislative session the Legislature approved the Support Act grant and in conjunction with the Federal BJA grant the Board of Pharmacy obtained we were able to launch Statewide Gateway and NarxCare enterprise to help combat the opioid epidemic.

3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?

Our staffing level will not change, our agency already offers this service we are only requesting the ongoing funds to continue the program.

4. What resources are necessary to implement this request?

The only necessary resources are the additional funding request.

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire and terms of service. N/A

b. Note any existing agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position would have over other employees. Please indicate any requested personnel on the organizational chart submitted with this budget request. N/A

c. List any additional operating funds and capital items needed and note onetime versus ongoing costs.

$428,000 in additional ongoing appropriation.

d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the basis for your cost estimates)?

Please see the attached contracts/statement of work.

6. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, anticipated grant awards, or anticipated partnerships with other state agencies or other entities. N/A

7. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The citizens of Idaho are being served as we are trying to work with prescribers and dispensers to combat the opioid epidemic.

GATEWAY LICENSE AGREEMENT

This Gateway License Agreement (together with its Exhibits and Attachments, the "Agreement") is made as of the latest of the dates below (the "Effective Date"), by and between Appriss Inc., a Delaware corporation with offices at 9901 Linn Station Road, Suite 500, Louisville, Kentucky 40223 ("Appriss"), and Idaho State Board of Pharmacy, with offices at 1199 Shoreline Ln Suite 303, Boise, ID 83702 (the "Licensee").

Licensee and Appriss agree as follows:

1. DEFINITIONS.

"**Affiliate**" means any entity that directly, or indirectly, is controlled by, is under common control with, or controls, a party. "Control" means the ownership of or exercise of voting control or direction over shares, securities or other voting instruments of such entity carrying fifty percent (50%) or more of the unrestricted voting rights, or ownership or exercise of other rights or powers entitling the holder thereof to direct, cause the direction of, or to manage the business of such entity.

"**Analytics**" means information and analysis services provided by Appriss via the Gateway Service or other designated transmission service based, in whole or in part, on the PMP Data or other information. For clarity, Analytics does not include the PMP Data itself.

"**Authorized Entities**" means Licensee or appropriate Licensee Employees who do not provide patient care but who meet all applicable Requirements and who properly authenticate to the applicable PMP, as required, to facilitate the provision of PMP Data to Authorized Users, or perform administrative or technical functions in connection with the Gateway Service or PMP Data, all in accordance with the terms of this Agreement, the Requirements, and applicable law.

"**Authorized Users**" means pharmacists or health care practitioners within Licensee's organization or health care entities that have a member or client relationship with Licensee, which is described in a valid agreement between such practitioners or entities and Licensee, and that, in accordance with the terms of this Agreement:

1. Comply with applicable Requirements;
2. Are validly licensed;
3. Are validly authorized by the Licensee to access PMP Data in accordance with applicable law;
4. Are authorized by their current patient, as applicable, to access or use PMP Data;
5. Access or use PMP Data for health care decision-making related to such patient, in accordance with applicable law; and
6. Properly authenticate to the applicable PMP, as required, when seeking to query one or more state's PMPs.

"**Confidential Information**" means exempt information as defined under Idaho Public Records Law, Idaho Code title 74, chapter 1, or as otherwise defined by law,. It does not include information that must be disclosed pursuant to the Idaho Public Records Law. Confidential Information of Appriss includes, without limitation, the Gateway Service, all software provided with or utilized by the Gateway Service, the Analytics, and all algorithms, methods, techniques and processes related thereto. Confidential Information does not include information that: (a) was in the possession of, or was rightfully known by, the recipient without an obligation to maintain its confidentiality prior to receipt; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by the recipient from a

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third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by the recipient without reliance in any way on the Confidential Information; (e) under the Health Insurance Portability and Accountability Act (HIPAA) as may be amended from time to time, is protected health information (PHI), in which case the parties agree to handle such health information in accordance with the terms of the Business Associate Agreement (BAA) which is attached to and incorporated into this Agreement as Exhibit A; or (e) is not protected health information, as defined herein, but is defined under applicable law as personal data or personally identifiable information or the like, such as an individual's name and the corresponding social security number, driver's license number, or financial account number, in which case the receiving party agrees to securely maintain such personal data during the term of this Agreement and following its termination if such data is permitted to be retained, to not use or disclose such personal data except as permitted under the terms of this Agreement or as specifically authorized by the individual about whom such data pertains, and to comply with laws applicable to such personal data including but not limited to breach notification and disposal requirements.

"**Documentation**" means the user, installation, technical, and training publications delivered by Appriss as available in conjunction with the Gateway Service.

"**Employee**" means an employee of each party, including contractors engaged to augment staff and/or perform duties traditionally performed by employees under such party's direct supervision.

"**Gateway Service**" means the Gateway application programming interface (API), which is a data communication service that is owned by Appriss and, in conjunction with Third Party Material(s), facilitates the transmission of requests for, and retrieval of, controlled substance use disorder related Services Information, including, as applicable, PMP Data from participating PMPs and/or certain Analytics as specified in Exhibit C, for Authorized Users. The Gateway Service includes Third Party Material(s) that Appriss utilizes in connection with providing the Gateway Service.

"**Home State PMP**" means the PMP of the state in which the Authorized Entity or the Authorized User is physically located.

"**NABP**" means the National Association of Boards of Pharmacy.

"**Order Form**" means the document executed by both parties by which Licensee orders Gateway Service and Service Information provided by Appriss. The Order Form is attached to and incorporated into this Agreement as Exhibit C.

"**PMP" or "PMPs**" means one or more state prescription monitoring programs that collect prescription drug dispensing and other information from entities such as pharmacies, providers, and first responders and permit users who meet applicable state-designated requirements to access such information.

"**PMP Data**" means any data maintained by PMPs, including but not limited to, prescription history information.

"**Requirements**" means applicable laws and/or rules established, from time to time, by a state related to its PMP including, but not limited to, PMP access or permitted use(s) of PMP Data, by the federal government, and/or rules issued by Appriss related to the Gateway Service. "Requirements" may relate to one or more state PMPs, as the context requires.

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"**Service Information**" means data that is input, transmitted, or output via the Gateway Service, including but not limited to user data, search criteria, PMP Data, and Analytics reports, and any other PMP and substance use disorder related data provided by Appriss.

"**Third-Party Material(s)**" means any information, services, software, or goods provided, manufactured or created by a party other than Appriss and that Appriss licenses or utilizes with permission.

2. LICENSE AND USE RESTRICTIONS.

2.1 License Grant. Subject to the terms, conditions and restrictions set forth in this Agreement, Appriss grants to Licensee a limited, non-exclusive, non-transferable license to use the Gateway Service solely for internal use by Licensee and its Authorized Entities or Authorized Users. Any rights not expressly granted in this Agreement are expressly reserved. Use of the Gateway Service or Service Information constitutes the Licensee's agreement to be bound by the terms of this Agreement. Licensee shall only use the Service Information to assist an Authorized Entity or Authorized User in his or her professional health care decision-making with respect to a specific patient encounter at the site(s), if any, listed in Exhibit C; provided, however, that Licensee agrees and acknowledges that under no circumstance shall the Service Information replace an Authorized Entity's or Authorized User's professional judgment.

2.2 Restrictions. Except as otherwise expressly set forth in Exhibit C, Licensee shall not, nor permit any third party to, directly or indirectly: (a) reverse engineer, disassemble, or decompile the Gateway Service or any portion thereof; (b) sublicense, rent, lease or otherwise transfer the Gateway Service, or any portion thereof; (c) use the Gateway Service for any third-party use including, but not limited to, training of third parties, facilities management, time-sharing, service bureau use, or data processing; (d) publish any results of benchmark tests run on the Gateway Service; (e) attempt to circumvent or render inoperative any usage restriction features contained in the Gateway Service; (f) remove, obscure, alter, or move Appriss' and its licensors' proprietary notices or other notices on the Gateway Service or Documentation; or (g) to modify or alter any scores, reports, or information provided via Analytics products.

2.3 Data Format. Appriss shall provide all data in an HTML format, or as otherwise mutually agreed to by the parties.

2.4 Statement of Work. Appriss shall also provide the deliverables and services listed in the Scope of Work, hereto attached and incorporated as Exhibit D.

2.5 State Determinations. Licensee acknowledges that each state determines whether Authorized Entities or Authorized Users may access or utilize the state's PMP Data through the Gateway Service. Licensee agrees to provide the required information, affirmations, and agreements to Appriss and/or the applicable state(s) so that the state(s) may make such determinations. Appriss may provide any information it receives under this Section 2.3 to the applicable state(s). Further, the authorization granted by Appriss when directed by a state PMP to enable Authorized Entities or Authorized Users to access or use the Gateway Service or Service Information does not constitute an endorsement by Appriss or its licensors of such Entities or Users, or the services or products provided by such Entities or Users including, but not limited to, medical services, pharmacy services, or quality of care.

2.6 Access and Use Policies. Licensee will maintain and enforce policies and procedures to limit access and use of the Gateway Service and Service Information as follows:

(i) Only Authorized Entities or Authorized Users may access or use the Gateway Service;
(ii) Authorized Entities may only access or use the Gateway Service and Service Information in accordance with the terms and conditions of this Agreement;
(iii) Authorized Users may only access or use the Gateway Service and patient-related Service Information in accordance with the terms and conditions of this Agreement;
(iv) Licensee shall provide proper training to its Authorized Entities and Authorized Users on accessing and using the Gateway Service and Service Information;
(v) Licensee shall ensure that Gateway Service and Service Information, and its systems used in connection therewith, are accessed and used in a secure manner in accordance with applicable law and the terms of this Agreement; and
(vi) Copies of said policies and procedures shall be provided upon request of a state or Appriss.

2.7 Use of Service Information. Licensee shall not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the Service Information to build or enhance its own database or for any other purpose except as permitted under this Agreement; or (b) copy or otherwise reproduce the Service Information.

2.8 Credentialing and Validation. Licensee shall ensure that its credentialing and identity validation processes adhere to all applicable state and federal laws and rules and Requirements for credentialing and validation of the pharmacists or health care practitioners, their delegates, and entities or users who seek to access or use the Gateway Service or Service Information, and Employees and contractors who do not provide patient care but who seek to access or use the Gateway Service. If state law prohibits health care practitioners' delegates from accessing the PMP or PMP Data, then the credentialing and identity validation processes of Licensee must prevent delegates from accessing the Gateway Service and Service Information.

2.9 Responsibility for Use. Licensee shall be responsible if use of or access to the Gateway Service is improper or illegal or otherwise does not conform to the terms of this Agreement. Appriss is not responsible for any access or use of the Gateway Service or Service Information by Licensee, Authorized Entities, Authorized Users, or any of Licensee's users, pharmacists, practitioners, Employees, patients, affiliates, agents or contractors, or any state employees, agents, affiliates, or contractors.

2.10 Processes. Licensee is responsible for adopting and enforcing reasonable processes designed to confirm Authorized Entities, Authorized Users, and others comply with applicable law and Requirements to access, use, and maintain the security of the Gateway Service and Service Information. Licensee shall be responsible for its and its Employees', staff's, contractors', and affiliates' compliance with the terms of this Agreement.

2.11 Complaints. Licensee agrees to promptly investigate all complaints and claims that a Licensee Employee, agent, contractor, or affiliate failed to comply with laws or rules applicable to Service Information or failed to comply with any Requirement for access or use of the Gateway Service or Service Information. Licensee agrees to promptly report the results of its investigation to Appriss, its Home State PMP, and any requesting state.

2.12 Investigations. Licensee is responsible for investigating all complaints and claims that an Authorized User or Authorized Entity failed to comply with laws or rules applicable to the Gateway Service or Service Information or any Requirement for access or use of Service Information. Licensee acknowledges that states may have the authority to investigate, take action, sanction, or discipline those who improperly access or use the Gateway Service or Service Information, including but not limited to

Authorized Entities or Authorized Users. Licensee agrees to promptly report the results of its investigation to Appriss, its Home State PMP, and any requesting state.

2.13 Point of Contact. Licensee is responsible for designating a contact person(s) to assist Appriss or a state if there are questions about use of the Gateway Service.

2.14 Compliance with Law. Each Party is responsible for compliance with all local, state, and federal laws and rules applicable to PMP Data, personally identifiable information, and health information organizations including, but not limited to, confidentiality, security, registration and licensure requirements.

2.15 Conduct. Licensee shall not engage in, and shall seek discipline as allowed by statute if Licensee Employees, agents, contractors, affiliates, Authorized Entities, and Authorized Users engage in unlawful, objectionable, or malicious conduct or activities related to the Gateway Service, the Gateway Service servers, or Service Information including, but not limited to, the transmission or distribution of viruses, computer worms, Trojan horses, malicious code, denial of service attacks, unsolicited commercial e-mail, or the like; the unauthorized entry to any other machine accessible via the Gateway Service; the unauthorized submission or transmission of data or material protected by a proprietary right of a third party; or the submission of otherwise objectionable information, material, or communications.

2.16 Documentation. Licensee shall comply with all requirements specified in the Documentation concerning access to the Service Information and use or display of Service Information.

2.17 Certification. On Appriss' request, but not more than once per year, Licensee shall furnish Appriss with a signed certification verifying that Licensee's use of the Gateway Service is in accordance with the terms and conditions of this Agreement.

3. SERVICE LEVEL STANDARDS

The Service Level Standards attached to and incorporated into this Agreement as Exhibit B shall apply to Appriss' provision of the Gateway Service. Support for the Gateway Service will be provided by Appriss using commercially reasonable efforts subject to the terms of this Agreement and as modified by Appriss from time to time following prior written approval from Licensee.

4. PAYMENT.

4.1 Fees. Licensee shall pay to Appriss the fees set forth in Exhibit C. Unless otherwise provided in Exhibit C, all fees are due upon the project kickoff date (specified in Exhibit D), and are payable to Appriss within forty five (45) days of the date set forth on each invoice issued by Appriss without set-off, deduction or other withholding. The fees set forth in Exhibit C are non-cancelable and non-refundable. Any fees payable by Licensee hereunder that are not paid when due shall accrue interest at the rate designated by Idaho Code section 67-2302(7). Both Parties agree to pay to the prevailing party all reasonable attorneys' fees and court costs awarded by the court in regards to a dispute over unpaid fees. If any invoice is not paid when due, Appriss may upon ninety (90) days prior written notice disable Licensee's ability to use the Gateway Service until undisputed payments are made in full.

5. PROPRIETARY RIGHTS.

5.1 Ownership. "Appriss Property" means all of the following: (i) the Gateway Service, the Analytics, and the Documentation related thereto (but excluding the PMP Data); (ii) any deliverables and/or work

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product developed while providing the Gateway Service or the Analytics; and (iii) enhancements, modifications or derivative works to the Gateway Service, the Documentation, or the Analytics. Subject only to the licenses expressly granted in this Agreement, as between Appriss and Licensee, Appriss shall be the sole owner of all intellectual property rights in and to the Appriss Property, regardless of whether perfected or recognized under applicable law. Third-Party Materials, including any enhancements, modifications, or derivative works, are and shall remain the exclusive property of Appriss' suppliers or licensors. Appriss may utilize all ideas, suggestions and feedback, or the like that Licensee provides to Appriss or otherwise makes with respect to the Appriss Property without any obligation to Licensee. To the extent that Licensee 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, Licensee 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.

5.2 Protection of Confidential Information. Each party may furnish the other party with Confidential Information. Neither party shall (a) directly or indirectly disclose or cause to be disclosed, or otherwise transfer any Confidential Information of the other party to any third party; or (b) utilize Confidential Information for any purpose, except as expressly contemplated by this Agreement, or otherwise authorized in writing by the other party. Each party will limit the disclosure of the other party's Confidential Information, to Affiliates and Employees with a need-to-know and who have been advised of and have agreed in writing to maintain the confidential nature thereof, or third party consultants with a need-to-know and who have been contractually obligated to maintain such confidentiality through signature of a written nondisclosure agreement acknowledging the non-disclosure obligations of this Agreement; provided, however, that Licensee will obtain Appriss' prior written consent before disclosing any Appriss Confidential Information to any third party. Each party shall provide the other party with copies of any such nondisclosure agreements upon written request. Each party shall be liable for any breach by any Employee, Affiliate, or third party consultant of the confidentiality obligations contained herein. This not withstanding the foregoing, this Section 5.2 is subject to and shall not in any way supersede the Idaho Public Records Law, Idaho Code title 74, chapter 1.

5.3 Required Disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose Confidential Information of the other party, the first party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent possible; and (c) make such disclosure only to the extent so required.

5.4 Return of Information. With the exception of data submitted to the Gateway Service by users, Internet Protocol addresses, and other user-related information, which Appriss will securely retain for System administration and legal purposes following termination of the Agreement, upon termination of this Agreement, the receiving party agrees to promptly deliver to the disclosing party, in a secure and confidential manner, all written materials that are derived from, contain, or reflect any and all Confidential Information (including all copies and reproductions). The disclosing party may elect to authorize receiving party to destroy such written materials, and/or any electronic materials containing Confidential Information, in a secure and confidential manner, in which case the receiving party agrees to provide written confirmation to the disclosing party of its compliance herein.

5.5 De-Identified Data. Upon a reasonable request by Appriss, Licensee agrees to provide aggregated or de-identified data, as defined by the Health Insurance Portability and Accountability Act and its rules, in connection with Licensee or one or more Authorized Users' use of the Gateway Service or Service

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Information, to the extent such data is tracked or collected by Licensee, in order for Appriss to provide such information to a state, enhance its services, and/or for Appriss' and/or NABP's use for research purposes. For example, unless the de-identified data is otherwise connectable to a particular individual or entity, Licensee may provide data regarding the number of patients who visited an Authorized User, such as a hospital, practice, prescriber, and/or pharmacy, whose PMP Data was accessed through the Gateway Service, whether Licensee requires prescribers or dispensers to access the Gateway Service, and/or whether a controlled substance prescription was issued or dispensed to such patients.

6. DISCLAIMER OF WARRANTIES.

APPRISS REPRESENTS THAT THE PRODUCT WILL MATERIALLY PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS OF THIS AGREEMENT. EXCEPT FOR THE FOREGOING, APPRISS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GATEWAY SERVICE OR THE SERVICE INFORMATION, OR ANY SUPPORT OR OTHER SERVICES PROVIDED BY APPRISS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY. APPRISS DOES NOT WARRANT THAT: (a) THE GATEWAY SERVICE WILL OPERATE UNINTERRUPTED; (b) ALL GATEWAY SERVICE ERRORS CAN BE CORRECTED; (c) THE GATEWAY SERVICE MEETS ALL OF LICENSEE'S BUSINESS REQUIREMENTS; OR (d) THE PMP DATA OR ANALYTICS ARE COMPLETE, ACCURATE OR ERROR-FREE.

LICENSEE ACKNOWLEDGES THAT IT HAS ASSESSED FOR ITSELF THE SUITABILITY OF THE GATEWAY SERVICE FOR ITS REQUIREMENTS. LICENSEE ACKNOWLEDGES AND AGREES THAT PMP DATA IS PROVIDED BY THE PMPs. NEITHER APPRISS NOR ITS LICENSORS SHALL HAVE ANY LIABILITY IN THE EVENT THAT A PMP DENIES LICENSEE'S REQUEST TO ACCESS PMP DATA OR REVOKES LICENSEE'S ACCESS TO PMP DATA, OR IF PMP DATA IS UNAVAILABLE FOR ANY REASON.

LICENSEE ACCEPTS THE PMP DATA AND ANY PRESCRIPTION HISTORY SERVICES BASED ON THE PMP DATA ON AN "AS IS" "AS AVAILABLE" BASIS.

7. INDEMNIFICATION

7.1 Indemnification by Appriss. Appriss shall indemnify and defend Licensee against any claim brought against Licensee by third parties alleging the use of the Gateway Service: (a) infringes a patent, copyright or trademark registered to the extent Licensee's use of the Gateway Service is consistent with the terms herein; or (b) misappropriates any third party trade secret (collectively, an "Infringement Claim"); provided that (i) Licensee gives Appriss prompt notification in writing of any such Infringement Claim and reasonable assistance, at Appriss' expense, in the defense of such Infringement Claim; and (ii) Appriss has the sole authority to defend or settle such Infringement Claim as long as such settlement shall not include a financial obligation on Licensee. If an Infringement Claim is or, in Appriss' reasonable belief, is likely to be asserted, (a) Appriss may require Licensee to discontinue use of the applicable Gateway Service immediately; and (b) Appriss will, at its sole option, either (i) procure for Licensee the right to use and exercise its rights with respect to the Gateway Service; (ii) modify the Gateway Service to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by Appriss in its sole discretion, terminate this Agreement or any Order Form, in whole or in part, and pay to Licensee a pro rata refund of any unearned, prepaid fees for the Gateway Service covering the period of time remaining Term of the license during which Licensee was, as a result of Appriss' termination, unable to use the Gateway Service

("Unearned Fees") as well as any reasonable costs incurred by Licensee as a result of re-procuring an alternative and costs incurred due to the unavailability of the Gateway Service. THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF APPRISS TO LICENSEE AND ARE LICENSEE'S SOLE REMEDY WITH RESPECT TO ANY CLAIM OR ALLEGATION OF INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

8. Limitations of Liability.

8.1 Appriss's liability for damages to Licensee for any cause whatsoever (regardless of whether such liability arises from any claims based on indemnity, breach or repudiation of contract, warranty, tort, or otherwise) is limited to Fifteen Million Dollars ($15,000,000); provided, however, that the following shall not be subject to the foregoing limit:

1. Patent and copyright indemnity and Infringement Claims under Section 7 of this Agreement;
2. Claims for personal injury, including death;
3. Claims for damage to real property or tangible or intangible property arising from the Contractor's acts or omissions under the contract;
4. Damages arising from the gross negligence or willful misconduct of the Contractor, its employees, its subcontractors, or its agents; and,
5. Government fines and penalties not imposed by the State.

9. TERM AND TERMINATION.

9.1 Term. Licensee's license to use the Gateway Service will commence on the project kickoff date (specified in Exhibit D) and shall remain in effect for the service term set forth in Exhibit C (the "Initial Term"). Thereafter, Licensee's license to use the Gateway Service shall renew for successive one (1) year terms (each, a "Renewal Period") upon the written agreement of both Parties. The Initial Term together with all applicable Renewal Periods shall be the "Term."

9.2 Termination. In addition to any other remedy available to Appriss under this Agreement, either party may terminate this Agreement if the other party commits a material breach and fails to cure such breach within ninety (90) days of receiving written notice from the non-breaching party.

9.3 Early Termination by Appriss. Licensee acknowledges that the functionality of the Gateway Service depends on Appriss' ability to sufficiently access PMP Data or Third Party Materials. Appriss reserves the right to terminate this Agreement at any time upon 30 days advance notice to Licensee if Third Party Materials needed to provide the Gateway Service become unavailable to Appriss or, in its sole discretion, Appriss determines that the functionality of the Gateway Service is materially impaired due to insufficient availability or unavailability of PMP Data. In the event of such termination by Appriss, Appriss shall refund any Unearned Fees to Licensee and shall pay any reasonable costs resulting from the re-procurement of alternative software or alternatives.

9.4 Effect of Termination. Upon termination or expiration of this Agreement, (a) all amounts due and owing by Licensee to Appriss under Exhibit C will be payable within forty-five (45) days after receipt of a final invoice, and Appriss shall be entitled to retain any and all fees paid by Licensee; (b) use of the

Gateway Service will immediately cease; and (c) all of Appriss' obligations concerning such Gateway Service will cease. Within thirty (30) days of the expiration, Licensee shall destroy all copies of the applicable Documentation, any other Confidential Information, whether such Confidential Information is Appriss' or a third party's, and will certify to Appriss that all copies have been destroyed.

9.5 Survival. The terms of this Agreement that, by their nature should survive termination, shall survive termination, including, without limitation, the provisions concerning protection of Confidential Information, Proprietary Rights, Disclaimer of Warranties, Indemnification and Limitations of Liability.

10. GENERAL PROVISIONS.

10.1 Assignment. Neither this Agreement, nor any rights, duties or obligations set forth herein, maybe assigned, sublicensed, or otherwise transferred, in whole or in part, whether directly or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, and any attempt to do so without the express prior written consent of the other party shall be deemed void.

10.2 Right to Injunctive Relief. Licensee acknowledges that Licensee's breach of its obligations with respect to Appriss' proprietary rights will cause irreparable injury to Appriss and will entitle Appriss to seek injunctive or other equitable relief only after Appriss provides Licensee with a period of thirty (30) days to cure.

10.3 Dispute Resolution Process. Except for claims arising out of the confidentiality obligations hereunder or Appriss' intellectual property rights, neither party will invoke formal dispute resolution procedures other than in accordance with this Section. Any party may give the other party written notice of any dispute not resolved in the normal course of business. Within ten (10) calendar days after delivery of such notice, executives of the parties who have authority to resolve the dispute will meet to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days after the disputing party's notice, or if the executives fail to meet within the ten (10) day period, either party may then seek legal remedies. All negotiations pursuant to this Section will be deemed Confidential Information and treated as compromise and settlement negotiations.

10.4 Third Party Beneficiary. NABP shall be a third party beneficiary to this Agreement and shall have the right to enforce obligations under this Agreement directly against Licensee.

10.5 Independent Contractors. Nothing in this Agreement or in the course of dealing between Appriss and Licensee shall be deemed to create between Appriss and Licensee a partnership, joint venture, association, employment relationship co-ownership or any other relationship other than an independent contractor relationship. Nothing in this Agreement or in the course of dealing between Appriss and Licensee shall be deemed to empower either party to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as entitled to do the same.

10.6 Severability. If any provision of this Agreement is held invalid or unenforceable, the provision shall be deemed modified only to the extent necessary to render it valid or eliminated, as the case may be, and the remainder shall be enforced and construed as if the provision had been included as modified or as if it had not been included, as the case may be.

10.7 Waiver. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver on any other occasion or of any other provision.

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10.8 Counterparts. This Agreement and Exhibit C may be signed in counterparts, each of which shall be deemed an original and which shall together constitute one instrument.

10.9 Insurance. Appriss shall maintain, during the term of this Agreement, the following insurance: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with a limit of $1,000,000 per occurrence; (c) general liability insurance, which insurance shall include bodily injury, personal injury, property damage, contractual liability and completed operations/products liability coverage, and shall be written on an occurrence basis with a combined single limit of $1,000,000 per occurrence and $2,000,000 in the aggregate; (d) errors and omissions insurance with a combined single limit of $1,000,000 per occurrence and in the aggregate; (e) cyber liability insurance with a limit of $10,000,000, and (f) $14,000,000 in umbrella coverage. Appriss shall provide for Licensee's additional insured status under the general liability insurance required hereunder, to the extent of Appriss' indemnification obligations hereunder, and such general liability insurance shall be primary to any insurance which Appriss maintains, but only to the extent of the additional insured status. Appriss shall cause the insurance required hereunder to include a waiver of subrogation in favor of the other party. Appriss shall maintain the insurance required hereunder at its own cost and expense and shall maintain such insurance in full force and effect during the term of this Agreement and for one (1) year after the expiration or termination of this Agreement. Licensee's insurance requirements in the Contract shall be satisfied by the comprehensive liability plan provided through the Risk Management Program established under Idaho Code section 67-5733 et seq. and evidence of participation in workers' compensation provided by the State Insurance Fund. Upon the written request, each party shall provide the other party with a certificate of insurance or participation evidencing the compliance required hereunder.

10.10 Publicity. Appriss shall have the right to identify Licensee as a customer of Appriss as part of Appriss' marketing efforts, including customer lists and press releases.

10.11 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Idaho, without giving effect to its choice of law principles. The parties hereby irrevocably submit to the exclusive jurisdiction of state courts of the State of Idaho, Ada County.

10.12 Restricted Rights. The Gateway Service and any accompanying documentation has been developed at private expense and are deemed to be a "commercial item," as that term is defined in 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. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19(c) or other agency data rights provisions, as may be applicable. Use, duplication, and disclosure by DOD agencies are subject solely to the terms of this Agreement as stated in DFAR 227.7202. All U.S. Government Users license the Gateway Service with only those rights set forth herein, including, without limitation, the following: with the exception of Third Party Materials, which require the prior written consent of an authorized officer of the individual respective owners, Gateway Service may be transferred to the U.S. government only with the prior written consent of an officer of Appriss and solely as restricted computer software as provided in FAR 52.227-19 or subsequent citation (or DFAR 227-7202 or subsequent citation if the transfer is to a defense-related agency).

10.13 Export Control Notice. Licensee agrees not to disclose, use, export or re-export, directly or indirectly, the Gateway Service, any information provided by Appriss, or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such regulations with a limit of $1,000,000 per occurrence. Licensee acknowledges its obligation to comply with all applicable export control laws in its use, export or re-export of the Gateway

Service. Licensee shall defend, indemnify, and hold Appriss and its licensors harmless from and against any and all claims, judgments, awards, and costs (including reasonable legal, including attorneys' fees) arising out of Licensee's noncompliance with applicable export laws.

10.14 Notices. All notices or other communications must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt); or (b) two (2) calendar days after being deposited for delivery with a nationally recognized overnight delivery service and addressed to the appropriate address set forth on the first page of this Agreement (or to such other address as a party may designate by written notice to the other party). All notices to Appriss shall be addressed to the attention of Appriss' Chief Financial Officer with a copy delivered to Appriss' General Counsel.

10.15 Force Majeure. Other than for payments due, neither party will be liable to the other for any failure or delay in performance due to circumstances beyond the reasonable control of the party seeking protection under the terms of this Force Majeure Section including, without limitation, acts of God, labor disruption, war, terrorist threat, unavailability of PMP Data, unavailability of Third Party Materials, equipment or software malfunction or failure of a general nature (e.g., failure of Windows® Operating System or software, the Internet, or similar type of failure), electrical or communications outages, or government action ("Force Majeure Events"); provided that if either party is unable to perform its obligations for one of the foregoing reasons it shall give prompt written notice thereof to the other party and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

10.16 Entire Agreement. This Agreement shall be the complete agreement and understanding between the parties and replace any prior oral or written communications between the parties related thereto, including but not limited to, any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to Appriss regardless of any statement to the contrary contained in any such purchase order or document. In the event of any conflict or discrepancy between the terms and conditions set forth in Exhibit C and the provisions herein, Exhibit C shall control.

LICENSEE

Signature: Nicole Chopski

Printed Name: Nicole Chopski

Title: Executive Director

Date: July 2, 2020

APPRISS INC.

Signature: Robert Cohen

Printed Name: Robert Cohen

Title: President, Appriss Health

Date: 07 / 02 / 2020

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Exhibit A

Business Associate Agreement

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement ("BAA") by and between two business associates ("Party" or collectively "Parties"), Appriss and Licensee, in consideration of the mutual promises herein, is effective as of the earlier of the following dates: the Effective Date of the services or license agreement ("Associated Agreement") or upon the date of commencement of services in which protected health information is acquired, accessed, used or disclosed.

RECITALS and SCOPE

A. Appriss provides services or goods to Licensee under one or more Associated Agreements. Such services or goods may include, without limitation, agreements for information technology, software, products, or professional services, and Protected Health Information, as defined herein, may be disclosed or accessed in connection with such Associated Agreements; and

B. As business associates, Appriss and Licensee desire to comply with the Health Insurance Portability and Accountability Act of 1996 as amended, and its implementing regulations including, but without limitation, the amendments and associated regulations related to the American Recovery and Reinvestment Act of 2009 ("ARRA"), which includes the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") provisions and subsequent HHS regulations, as all of the foregoing may have been or may in the future be amended (collectively, "HIPAA").

NOW THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. ***Definitions.*** For purposes of this Agreement, the following terms have the following definitions:

(a) *Breach.* The acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of 45 CFR part 164 ("Subpart E") which compromises the security or privacy of t h e PHI; however,

(1) Breach excludes: (i) any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Appriss or Licensee, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under Subpart E of this part; (ii) any inadvertent disclosure by a person who is authorized to access PHI at a Covered Entity or Appriss or Licensee to another person authorized to access PHI at the same Covered Entity or Appriss or Licensee, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under Subpart E of this part; and (iii) a disclosure of PHI where a Covered

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Entity or Appriss or Licensee has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information, and (2) except as provided in subparagraph (1) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under Subpart E is presumed to be a breach unless the Covered Entity or Appriss or Licensee, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or viewed; and (iv) the extent to which the risk to the PHI has been mitigated.

(b) *Business Associate.* As qualified herein, business associate means functioning as a business associate of Covered Entity and/or another business associate pursuant an agreement and as such term is defined under HIPAA and the HIPAA Regulations, including, but not limited to, 45 CFR Section 160.103, as may be amended from time to time.

(c) *Covered Entity.* "Covered Entity" shall mean an entity functioning as a covered entity under HIPAA and as such term is defined including, but not limited to, under 45 CFR Section 160.103, as may be amended from time to time.

(d) *HHS Privacy Regulations.* "HHS Privacy Regulations" means HIPAA's implementing regulations (45 Code of Federal Regulations part 160 and part 164, subparts A and E) as such may have been or may in the future be amended.

(e) *Individual.* "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g), and as may be amended from time to time.

(f) *Protected Health Information.* "Protected Health Information" ("PHI") shall have the same meaning as the term "protected health information" in 45 CFR 160.103, as may be amended from time to time, and relates to information created or received by business associate from or on behalf of another business associate or a Covered Entity.

(g) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or her designee.

(h) *HHS Security Regulations.* "HHS Security Regulations" mean the security standards at 45 CFR part 164, subpart C, and as have been or may in the future be amended.

2. ***Obligations and Activities of Appriss and Licensee related to PHI or HIPAA.***

(a) The Parties agree not to use or further disclose PHI other than as permitted or required by the Associated Agreement, this BAA, or as permitted or required by law or regulation.

(b) The Parties agree to use reasonable safeguards to prevent use or disclosure of PHI in violation of this BAA, the Associated Agreement, or the applicable law, regardless of the form of PHI or whether PHI was received from or created or received by one Party on

behalf of the other or a Covered Entity.

(c) The Parties agree to mitigate, to the extent practicable, any harmful effect that is known to a Party of a use or disclosure of PHI by such Party in violation of the requirements of the Associated Agreement and/or BAA.

(d) The Parties agree to notify the other, in writing, of any unauthorized disclosure or Breach of unsecured PHI of which a Party becomes aware without unreasonable delay, but in no event later than fifteen days after a Party's discovery of such unauthorized disclosure or Breach, in accordance with applicable law. Such notification shall include any available information that a Party is required to include in a notification to a Covered Entity or an Individual whose unsecured PHI has been Breached pursuant to HIPAA, including, but not limited to, the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been accessed, acquired, or disclosed during such Breach. In the event that such information is not available at the time that a Party notifies the other of any unauthorized disclosure or Breach, such Party shall provide such information to the other promptly as such information becomes available.

(e) The Parties agree to ensure that any agent or contractor to whom a Party provides PHI under this BAA, agrees to the same restrictions and conditions that apply through this BAA to the Parties with respect to such information.

(f) To the extent required by applicable law, the Parties agree to make their internal practices, books, and records relating to the use and disclosure of PHI received from the other, or created or received by or on behalf of a Covered Entity or business associate, available to the other Party or Covered Entity, or at the request of a Party or Covered Entity to the Secretary, in a time and manner designated by a Party, Covered Entity, or the Secretary, for purposes of the Secretary determining a Party's or the Parties' compliance with HIPAA.

(g) To the extent required by applicable law, the Parties agree to document such disclosures of PHI and information related to such disclosures as would be required for a Covered Entity, or a business associate required to report to a Covered Entity, to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with HIPAA.

(h) To the extent, if any, that the Parties maintain PHI of an Individual in a designated record set, a Party shall (i) provide an Individual, or Covered Entity, with access to such Individual's PHI in accordance with HIPAA but only to the extent permitted by and in accordance with applicable law; and (ii) make available PHI for amendment and incorporate any amendment to PHI in accordance with HIPAA but only to the extent permitted by and in accordance with applicable law.

(j) A Party shall report to the other any of its use or disclosure of PHI that is not provided for by the Associated Agreement, this BAA, or the law of which it becomes aware.

3. ***Permitted Uses and Disclosures of PHI by Licensee.*** Except as otherwise permitted in this BAA, the Parties may use or disclose PHI on behalf of, or to provide services to, the other as specified

in an Associated Agreement or a Covered Entity pursuant to a valid business associate agreement, provided that such use or disclosure would not violate HIPAA if done by the disclosing Party as follows:

(a) Except as otherwise limited in this BAA, the receiving Party may disclose PHI to carry out its legal responsibilities, provided that disclosures are permitted or required by law, or such Party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person agrees in writing to abide by the same terms and conditions described herein, including immediate notification to such Party of any instances of which it is aware in which the confidentiality of the information has been Breached.

(b) Receiving Party may use PHI to provide Data Aggregation services to the other or a Covered Entity, as permitted under HIPAA, to the extent specifically required under the Associated Agreement or business associate agreement with a Covered Entity.

4. ***Obligations of the Parties to Inform the Each Other of Privacy Practices and Individual Restrictions.***

To the extent provided to a Party by a Covered Entity, a Party agrees to provide the other with the following, which shall be binding upon the receiving Party:

(a) A Covered Entity's Notice of Privacy Practices that it produces in accordance with HIPAA. To the extent a Party is notified by a Covered Entity, such Party agrees to notify the receiving Party of any limitations in a Covered Entity's notice of privacy practices in accordance with HIPAA, to the extent that such limitation may affect the receiving Party's use or disclosure of PHI.

(b) Any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes affect the receiving Party's permitted or required uses or disclosures.

(c) Any restriction on the use or disclosure of PHI that Covered Entity has agreed to and about which Covered Entity has notified a Party in accordance with HIPAA.

5. ***Permissible Requests.***

Except as specifically provided in this BAA, neither Party shall request the other Party to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the other Party.

6. ***HHS Security Regulations.*** In compliance with the HHS Security Regulations:

(a) With respect to electronic PHI, the Parties will implement security standards; administrative, physical, and technical safeguards; and reasonable policies and procedures to limit access, train staff, and prevent, detect, contain, and correct security violations, in accordance with applicable provisions of HIPAA.

(b) The Parties will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the other Party or Covered Entity as required by applicable HHS Privacy Regulations and/or HHS Security Regulations. The Parties will ensure that any agent or contractor to whom it provides such information agrees to implement reasonable and appropriate

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safeguards to protect it.

(c) The Parties authorize termination of the Associated Agreements(s) and this BAA if a Party determines that the other has violated a material term of this BAA, specifically including Section 6.

(d) Nothing in the provisions of Section 6 shall relieve a Party of any obligation to PHI created, used, or accessed pursuant to the Associated Agreement, other applicable contractual provisions, or requirements of applicable law, regulation, or industry practices or standards.

7. ***Term and Termination.***

(a) *Return or Destruction of PHI at Termination.* Upon termination of the Associated Agreement or this BAA, the Parties shall destroy PHI received from the other, regardless of form, and retain no copies of such PHI except as provided herein, or, if such return or destruction is infeasible and to the extent permitted by applicable state law, extend the protections of this BAA and the Associated Agreement to such PHI, so long as the Party retains such PHI, and limit further uses and disclosures to those purposes that make the return or destruction of such PHI infeasible.

(b) *Termination for Cause.* Upon a Party's knowledge of a material breach by the other Party or if a Party knows of a pattern of activity or practice of the other Party that constitutes a material breach of the terms or obligations under this BAA, then the non-breaching Party shall:

(1) Provide a reasonable opportunity for the breaching Party to cure the breach or end the violation in the manner provided in the Associated Agreement for a material breach thereof, as applicable, or if there is no such provision, in a manner designated by the non-breaching Party. In either event, the non-breaching Party may terminate the Associated Agreement and this BAA if the breaching Party does not cure the breach or end the violation within the time specified;

(2) Notwithstanding the foregoing Section (b) (1), the non-breaching Party may immediately terminate the Associated Agreement and the BAA if the breaching Party has breached a material term of this BAA and the non-breaching Party determines that cure is not possible; or

(3) Notwithstanding the foregoing Section (b) (1) or (2), if the non-breaching Party determines that neither cure, as specified in Section (b) (1) above, nor termination, as specified in Section (b) (2) above, is feasible, the non-breaching Party shall report the violation to the Secretary.

(c) *Termination of the Associated Agreement.* Termination of the Associated Agreement results in termination of the BAA.

8. ***Miscellaneous.***

(a) *Regulatory References.* A reference in this BAA to a section in the HHS Privacy Regulation or HHS Security Regulation means the section as in effect or as amended, and for which compliance is required.

(b) *Amendment*. The Parties agree that the this BAA shall be automatically amended, as is necessary, to incorporate new or modified requirements of HIPAA, HITECH, the HHS Privacy Regulations, or the HHS Security Regulations, as may be enacted or promulgated from time to time, and that no written amendment to this BAA is required in order to bind the Parties to its terms, as amended. For all other amendments to this BAA, the Parties agree to adhere to the terms for amendment as described in the Associated Agreement.

(c) *Survival*. The respective rights and obligations of the Parties under Recitals and Scope paragraph A, Sections 1, 2(a), 7(a), 8(a), and 8(c) through and including 8(g) of this BAA shall survive the termination of the BAA.

(d) *Interpretation*. Any ambiguity in this BAA shall be resolved in favor of a meaning that permits the Parties to comply with applicable provisions of HIPAA, HITECH, and the HHS Privacy and Security Regulations.

(e) Nothing herein shall be construed to add any additional rights or responsibilities to either Party that are not specifically required by HIPAA, as applicable.

Exhibit B

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 – (Aggregated Unpermitted Downtime ÷ Aggregate Monthly Minutes) = 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 Licensee 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 Licensee);

(c) any Licensee circuits or equipment;

(d) Licensee'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 Licensee;

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

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

Exhibit C
ORDER FORM

LICENSEE INFORMATION	
Name:	Phone:
Address:	Fax:
Contact Name and Title:	E-Mail:

LICENSEE ACCOUNTS PAYABLE INFORMATION	
A/P Contact Name:	Phone:
Billing Address:	Fax:
	E-Mail:

Product	Initial Term (Year 1)	Renewal Period (Year 2)
Statewide PMP Gateway Service	**$335,000**	**$364,750**

Additional Terms:

- Appriss shall have the right to identify Licensee as a customer of Appriss as part of Appriss' marketing efforts and press releases to promote patient safety and reduce prescription drug diversion. Any use of Licensee's name shall require Licensee's prior written approval.
- Licensee agrees to serve as a reference.

TITLE	ID Gateway
FILE NAME	ID PMP Gateway Li...Nicole signed.pdf
DOCUMENT ID	9cb23f34d9aa6ae9aa0225bb4229365364983753
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

Document History

SENT	**07 / 02 / 2020** 17:29:46 UTC-5	Sent for signature to Authorized Signer (rcohen@apprisshealth.com) from ehoward@apprisshealth.com IP: 170.75.208.5
VIEWED	**07 / 02 / 2020** 18:17:48 UTC-5	Viewed by Authorized Signer (rcohen@apprisshealth.com) IP: 23.117.220.246
SIGNED	**07 / 02 / 2020** 18:18:42 UTC-5	Signed by Authorized Signer (rcohen@apprisshealth.com) IP: 23.117.220.246
COMPLETED	**07 / 02 / 2020** 18:18:42 UTC-5	The document has been completed.

APPRISS® HEALTH

Change Order	
Description:	ID NarxCare Enterprise
Appriss Service (the "Service"):	PMP AWARxE: The Service shall be considered completed upon delivery in production
Date Created:	7/16/2019
Billing Agent:	Idaho Board of Pharmacy
Billing Address:	1199 Shoreline Lane Suite 303 Boise, ID 83702
Billing Contact:	Teresa Anderson 208-334-2356 Teresa.Anderson@bop.idaho.gov
Customer Relationship Manager:	Nicole Dubree ndubree@apprisshealth.com

Description of Enhancement:

An enterprise license to Appriss Health's NarxCare platform, which will deploy NarxCare analytics, visualizations, and clinical interventions in the following scenarios:

- To users accessing Idaho PDMP AWARxE through the web portal
- To users accessing Idaho PDMP AWARxE content and functionality through the PMP Gateway clinical workflow integration service

NarxCare Value

Appriss Health developed the NarxCare platform to provide a more comprehensive approach to addressing substance use disorder, and we firmly believe that the delivery of NarxCare is the best way to ensure that prescribers, dispensers, and states support the health and well-being of their patient populations. NarxCare aids care teams in clinical decision-making, provides support to help prevent or manage SUD, and empowers states with the comprehensive platform they need to take the next step in the battle against opioid addiction.

NarxCare empowers prescribers and dispensers to identify patients that may be at risk for opioid addiction, overdose and death, and equips clinicians and care teams with the tools and technology they need to help those patients. With NarxCare, clinical decisions can be supported with objective insights into potential drug misuse or abuse, and patients can be provided with the care they need.

NarxCare aggregates and analyzes prescription information from providers and pharmacies and presents interactive, visual representations of that information, as well as advanced analytic insights, complex risk scores and more to help physicians, pharmacists and care teams to provide better patient safety and

better patient outcomes. The platform can also accommodate additional information sources to create more holistic risk models, assessments and alerts.

However, the identification of patients at risk is only the beginning of a comprehensive platform needed to impact the increasing prevalence of substance use disorder. NarxCare extends beyond information and insights to provide tools and resources to enable care teams to support patient needs. Increasing access to treatment through MAT locators, improving patient education and engagement through CDC information sheets and enabling the coordination of care across the continuum through powerful care team communications are key NarxCare features that are widely recognized as critical tools for healthcare professionals. These resources can be used to help patients in need, at the right time, in a meaningful way, quickly and easily, at the point of care.

This information, insight and functionality is all accessed through the PDMP portal as well as through existing electronic health records (EHR) or pharmacy management systems, so there is no logging in or out of secondary websites or trying to manage usernames or passwords.

NarxCare Description

The advantages of the NarxCare platform include:

The Narx Report

The Narx Report includes a patient's NarxScores, Overdose Risk Score, Risk Considerations, Rx Graph, detailed PDMP Data, and access to Resources and Care Team Communications, all in a single, easy-to-use interface.

- *The NarxScores.* Every Narx Report includes type-specific use scores for narcotics, sedatives, and stimulants. These scores are based on a complex algorithm factoring in numbers of prescribers, morphine milligram equivalents (MME), pharmacies, and overlapping prescriptions. Scores are quantified representations of the data in the PDMP and range from 000-999 with higher scores equating to higher risk and misuse, with the last digit always representing the number of active prescriptions.

- *The Overdose Risk Score.* This composite overdose risk score found in NarxCare incorporates relevant data from the PDMP (as well as non-PDMP data sources, if available) into an advanced and customized predictive model to calculate a patient's risk of overdose. Additional composite scores predicting other adverse outcomes may be developed as well. Should Idaho make additional data available, Appriss Health will build custom predictive models for Idaho PDMP AWARxE using controlled substance prescription history as well as these additional data elements. Examples of non-PDMP data sets may include history of overdose, drug court participation, medical claims data, electronic health records, EMS data, criminal justice data, and more. These predictive models will provide users with objective and easily-understood risk stratification beyond anything that exists in the country today.

  - *The Risk Considerations*. NarxCare has a Risk Considerations section dedicated to the presentation of multiple, fully configurable and customizable data points that may inform risk. The current data within the Idaho PDMP AWARxE system allows for the creation of Risk Considerations based on a patient's current and historical prescription activity. In addition, these Risk Considerations can be configured based on non-PDMP data if Idaho chooses to

incorporate additional data sources into the platform. Non-PDMP data sets may include history of overdose, drug court participation, medical claims data, electronic health records, EMS data, criminal justice data, and more. Non-PDMP data Risk Considerations are not obligatory and can be created and configured at the discretion of the Idaho PDMP AWARxE Program. Whether PDMP- or non-PDMP based, a Risk Consideration, or a combination of Risk Considerations, may indicate a patient's risk of unintentional overdose or other adverse events.

- *The Rx Graph.* The Rx Graph is simple, clear, and comparative. The interactive display allows users to view all the information they need, analyze data, and click into specific data points to see more detail. Users can easily visualize and understand patterns in prescribing and usage behaviors, as well as identify overlapping prescriptions.

- *The PDMP Data.* The PDMP Report is the definitive source for controlled substance data, a critical component to any SUD strategy, through its access to multi-state PDMP data. The PDMP Report aggregates two years of historical prescription data from providers and pharmacies, including quantities and active prescriptions.

The Resources

The NarxCare Resources module equips clinicians and care teams with the tools needed to increase access to treatment and improve patient education and engagement. The medication-assisted treatment (MAT) locator automatically finds convenient locations for treatment and enables clinicians to help patients in need. The CDC Resources enable clinicians to educate and engage patients by providing context-sensitive information when patients need it most. All content is fully configurable, enabling states, health systems and pharmacies to include custom treatment options or information sources. All features are accessible with a single click and automatically contextualized to an individual patient's demographics.

The Care Team Communications

Perhaps the most powerful tool in the prevention and treatment of substance use disorder is collaboration and coordination of care. NarxCare takes advantage of the pervasiveness of the PDMP and its prominent role in controlled substance use to enable messaging, including the transmission of documents, among clinicians and care team members across the continuum of care.

Messaging enables coordination of care among physicians, pharmacists, care managers, behavioral health providers and other professionals caring for patients. These professionals can share care plans and pain contracts, highlight gaps in care, refer patients for support or treatment and improve integration of behavioral health and primary care.

Additionally, NarxCare enables care notes and clinical alerts, allowing providers or the PDMP to add critical patient information to the platform such as history of non-fatal overdose, history of drug court participation, specific medication restrictions, caregiver support or other relevant clinical or social information. The platform can also display automatically-generated clinical alerts triggered by customizable algorithms based on PDMP and non-PDMP data. Once added, this information can be viewed by treating providers, pharmacists and care teams in line with the PDMP data to enable the best possible care.

APPRISS®
HEALTH

Fees and Conditions	
This Change Order form must be signed, and returned by the expiration date to move forward with this request. Once a signed Change Order is received, the task will be planned for estimated completion month listed below. All Fees are payable to Appriss Inc. as set forth in the Agreement without set-off, deduction, or other withholding. The fees are non-cancelable and non-refundable. Unless otherwise modified herein, the terms of the Agreement remain in place and unmodified.	
Estimated Completion Month	August 2019
Fee(s)	$168,250 annually
Form Expiration Date	8/31/2019

Appriss Inc.

Robert Cohen
President, Appriss Health

Idaho Board of Pharmacy

Authorized Signatory

APPRISS® HEALTH

NARXCARE ENTERPRISE
TERMS AND CONDITIONS

1. DEFINITIONS.

"**Analytics**" means information and analysis services provided by Appriss via NarxCare Enterprise or other designated transmission service based, in whole or in part, on the PMP Data or other information. For clarity, Analytics does not include the PMP Data itself.

"Documentation" means the user, installation, technical, and training publications delivered by Appriss as available in conjunction with NarxCare Enterprise.

"**NarxCare**" means: (i) the web-based substance use disorder management software product consisting of advanced risk Analytics, data, and related resources that is expressly marketed and sold by Appriss under the NarxCare brand (including any applicable fixes, updates, or upgrades) as specifically identified in an Order Form (collectively, the "NarxCare Software"); (ii) any materials generated or provided through use of the NarxCare Software relating to prescription medication history or monitoring, substance use disorder clinical decision support and patient support, or other PDMP Data (including, without limitation, the NARx Score and NARx Report); and (iii) any Documentation that Appriss makes generally available for the NarxCare Software (the "Documentation"').

"Order Form" means the document executed by both parties by which Subscriber orders NarxCare provided by Appriss.

"**PMP" or "PMPs**" means one or more state prescription monitoring programs that collect prescription drug dispensing and other information from entities such as pharmacies, providers, and first responders and permit Users who meet applicable state-designated requirements to access such information.

"**PMP Data**" means any data maintained by PMPs, including but not limited to, prescription history information.

"**Third-Party Material(s)"** means any information, services, software, or goods provided, manufactured or created by a party other than Appriss and that Appriss licenses or utilizes with permission.

All other defined terms shall have the meanings ascribed to them in the Contract.

2. LICENSE USE AND RESTRICTIONS.

2.1 License Grant. Subject to the terms, conditions and restrictions set forth in the Contract (which includes these Terms and Conditions), Appriss grants to Subscriber a limited, non-exclusive, non-transferable license to use NarxCare Enterprise solely for use by Subscriber and its Users as set forth in the Contract. Any rights not expressly granted in these are expressly reserved. Subscriber shall only use NarxCare Enterprise in their role as the administrator of PMP AWARxE to assist a User in his or her professional health care decision-making with respect to a specific patient encounter; provided, however, that Subscriber agrees and acknowledges that under no circumstance shall the NarxCare Enterprise replace a User's professional judgment.

2.2 Restrictions. Except as otherwise expressly set forth in an Order Form or within the Contract, Subscriber shall not, or permit any third party to, directly or indirectly: (a) reverse engineer, disassemble, or decompile NarxCare Enterprise, the Analytics, or any portion thereof; (b) disable or alter any functionality present in NarxCare Enterprise or the Analytics; (c) sublicense, rent, lease or otherwise transfer NarxCare Enterprise, the Analytics, or any portion thereof; (d) use NarxCare Enterprise or the Analytics for any third-party use including, but not limited to, training of third parties, facilities management, time-sharing, service bureau use, or data processing; (e) publish any results of benchmark tests run on the NarxCare Enterprise or the Analytics; (f) attempt to circumvent or render inoperative any usage restriction features contained in the NarxCare Enterprise or the Analytics (g) remove, obscure, alter, or move Appriss' and its licensors' proprietary notices or other notices on the NarxCare Enterprise, the Analytics, or Documentation; or (h) to modify or alter any scores, reports, or information provided via Analytics products, including NarxCare Enterprise.

2.3 Use of Analytics. Subscriber shall not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the Analytics to build or enhance its own database or for any other purpose except as permitted under these Terms and Conditions; or (b) copy or otherwise reproduce the Analytics.

2.4 Responsibility for Use. Users shall be responsible if use of or access to the NarxCare Enterprise is improper or illegal or otherwise does not conform to the terms of the Contract. Appriss is not responsible for any access or use of the NarxCare Enterprise or Analytics by Subscriber, Users, or any of Subscriber's employees, affiliates, agents or contractors.

3. SERVICE LEVEL STANDARDS

The Service Level Standards attached to and incorporated into these Terms and Conditions shall apply to Appriss' provision of the NarxCare Enterprise. Support for NarxCare Enterprise will be provided by Appriss using commercially reasonable efforts and subject to the terms of this Contract and as modified by Appriss from time to time following prior written notification to Subscriber.

4. PROPRIETARY RIGHTS.

4.1 Ownership. "Appriss Property" means all of the following: (i) the Analytics, NarxCare Enterprise and the Documentation related thereto (but excluding the PMP Data); (ii) any deliverables and/or work product developed while providing the NarxCare Enterprise or the Analytics; and (iii) enhancements, modifications or derivative works to the Documentation, NarxCare Enterprise or the Analytics. Subject only to the licenses expressly granted in these Terms and Conditions, as between Appriss and Subscriber, Appriss shall be the sole owner of all intellectual property rights in and to the Appriss Property, regardless of whether perfected or recognized under applicable law. Third-Party Materials, including any enhancements, modifications, or derivative works, are and shall remain the exclusive property of Appriss' suppliers or licensors. Appriss may utilize all ideas, suggestions and feedback, or the like that Subscriber or Users provide to Appriss or otherwise make with respect to the Appriss Property without any obligation to Subscriber or Users. 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.

4.2 Protection of Confidential Information. Subject to the Idaho Public Records Act, strict standards of confidentiality of records and information must be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication: (i) provided to Appriss by Subscriber; (ii) acquired by Appriss on behalf of Subscriber; (iii) provided to Subscriber or Users by Appriss; or (iv) acquired by Subscriber or Users on behalf of Appriss, must be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy and ethical standards, or as otherwise set forth in the Contract. Confidential information of Appriss includes, but is not limited to, NarxCare. Each party will limit the disclosure of the other party's confidential information to affiliates and employees with a need-to-know and who have been advised of and have agreed in writing to maintain the confidential nature thereof, or third party consultants with a need-to-know and who have been contractually obligated to maintain such confidentiality through signature of a written nondisclosure agreement acknowledging the non-disclosure obligations of the Contract; provided, however, that Subscriber will obtain Appriss' prior written consent before disclosing any Appriss confidential information to any third party.

4.3 Required Disclosures. In the event a party is required under applicable law, rule, regulation, court or administrative order to disclose confidential information of the other party, the first party shall use commercially reasonable efforts to: (a) give at least ten (10) days prior written notice of such disclosure to the other party; (b) limit such disclosure to the extent possible; and (c) make such disclosure only to the extent so required.

4.4 Return of Information. With the exception of data submitted to the NarxCare Enterprise by Users, Internet Protocol addresses, and other user-related information, which Appriss will securely retain for System administration, legal purposes, and/or permissible uses by Law following termination of the Contract, upon termination of the Contract, the receiving party agrees to promptly deliver to the disclosing party, in a secure and confidential manner, all written materials that are derived from, contain, or reflect any and all confidential information (including all copies and reproductions). The disclosing party may elect to authorize receiving party to destroy such written materials, and/or any electronic materials containing confidential information, in a secure and confidential manner, in which case the receiving party agrees to provide written confirmation to the disclosing party of its compliance herein.

4.5 De-Identified Data. Upon a reasonable request by Appriss, Subscriber agrees to provide aggregated or de-identified data, as defined by the Health Insurance Portability and Accountability Act and its rules, in connection with Subscriber or one or more Users' use of the NarxCare Enterprise or Analytics, to the extent such data is tracked or collected by Subscriber, in order for Appriss to provide such information to a state, enhance its services, and/or for Appriss' and/or NABP's use for research purposes.

5. DISCLAIMER OF WARRANTIES.

EXCEPT AS OTHERWISE SET FORTH IN THE CONTRACT INCLUDING THE SERVICE LEVEL STANDARDS ATTACHED HERETO, APPRISS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE NARXCARE ENTERPRISE OR THE ANALYTICS, OR ANY SUPPORT OR OTHER SERVICES PROVIDED BY APPRISS INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, AND APPRISS EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES. APPRISS DOES NOT WARRANT THAT: (a) THE

NARXCARE ENTERPRISE WILL OPERATE UNINTERRUPTED; (b) ALL NARXCARE ENTERPRISE ERRORS CAN BE CORRECTED; OR (c) THE PMP DATA OR ANALYTICS ARE COMPLETE, ACCURATE OR ERROR-FREE. SUBSCRIBER ACCEPTS ANY ANALYTICS BASED ON THE PMP DATA ON AN "AS IS" "AS AVAILABLE" BASIS EXCEPT AS OTHERWISE SET FORTH IN THE CONTRACT.

6. INDEMNIFICATION

6.1 Indemnification by Subscriber. Subscriber shall indemnify and defend Appriss and each of their respective officers, directors, employees, members, contractors, parents, subsidiaries, and affiliates, (the "Appriss Parties") against any third party claim, including costs and reasonable attorneys' fees, in which any of the Appriss Parties are named as a result of: (a) the breach of any material term or condition of these Terms and Conditions by Subscriber, Subscriber employees, agents, contractors, or affiliates, or Users; (b) any access or use of the NarxCare Enterprise or Analytics by Subscriber or Users; (c) any act or omission of negligence or willful misconduct of Subscriber or its affiliates; or (d) violations of applicable law by Subscriber or Users.

6.2 Indemnification by Appriss. Appriss shall indemnify and defend Subscriber against any claim brought against Subscriber by third parties alleging the use of the NarxCare Enterprise: (a) infringes a patent, copyright or trademark registered to the extent Subscriber's use of the NarxCare Enterprise is consistent with the terms herein; or (b) misappropriates any third party trade secret (collectively, an "Infringement Claim"); provided that (i) Subscriber gives Appriss prompt notification in writing of any such Infringement Claim and reasonable assistance, at Appriss' expense, in the defense of such Infringement Claim; and (ii) Appriss has the sole authority to defend or settle such Infringement Claim as long as such settlement shall not include a financial obligation on Subscriber. If an Infringement Claim is or, in Appriss' reasonable belief, is likely to be asserted, (a) Appriss may require Subscriber to discontinue use of the applicable NarxCare Enterprise immediately; and (b) Appriss will, at its sole option, either (i) procure for Subscriber the right to use and exercise its rights with respect to the NarxCare Enterprise; (ii) modify the NarxCare Enterprise to make it not infringing while retaining substantially similar functionality; or (c) if the remedies set forth in clauses (b)(i) and (b)(ii) are not commercially feasible, as determined by Appriss in its sole discretion, terminate the provision of the NarxCare Enterprise portion of the Contract or any Order Form, in whole or in part, and pay to Subscriber a pro rata refund of any unearned, prepaid fees for the NarxCare Enterprise covering the period of time remaining in the Term of the license during which Subscriber was, as a result of Appriss' termination, unable to use the NarxCare Enterprise ("Unearned Fees"). THE PROVISIONS OF THIS SECTION STATE THE SOLE, EXCLUSIVE, AND ENTIRE LIABILITY OF APPRISS TO SUBSCRIBER, AND ARE SUBSCRIBER'S SOLE REMEDY WITH RESPECT TO, ANY CLAIM OR ALLEGATION OF INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT.

7. LIMITATIONS OF LIABILITY.

7.1 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.

7.2 EXCEPT FOR CLAIMS ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID OR PAYABLE BY SUBSCRIBER UNDER THIS CONTRACT. NOTWITHSTANDING THE FOREGOING, THE AGGREGATE LIABILITY

OF APPRISS AND EACH OF ITS AFFILIATES, IN EACH CASE UNDER THIS CONTRACT (AND WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON INDEMNITY, BREACH OR REPUDIATION OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), OR OTHERWISE) SHALL NOT EXCEED FIVE MILLION U.S. DOLLARS ($5,000,000).

7.3 EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES AND THAT APPRISS WOULD NOT ENTER INTO THESE THIS CONTRACT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. NOTWITHSTANDING THE FOREGOING, SECTIONS 7.1 AND 7.2 SHALL NOT APPLY TO LIABILITIES THAT CANNOT BE LIMITED BY LAW.

APPRISS® HEALTH

Service Level Standards

This describes the service levels offered by Appriss for the NarxCare Enterprise.

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 – (Aggregated Unpermitted Downtime ÷ Aggregate Monthly Minutes) = 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 https://narx.appriss.com/hc/en-us/requests/new. 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 NarxCare Enterprise 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	1

	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.	
2	The NarxCare Enterprise 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 NarxCare Enterprise 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 NarxCare Enterprise 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.**

APPRISS® HEALTH

ORDER FORM

SUBSCRIBER INFORMATION	
Name:	Phone:
Address:	Fax:
Contact Name and Title:	E-Mail:

SUBSCRIBER ACCOUNTS PAYABLE INFORMATION	
A/P Contact Name:	Phone:
Billing Address: [subscriber address]	Fax:
	E-Mail:

Product	Annual License Fee	Initial Term	Initial Term Fee
NarxCare Enterprise	**$168,250**	**12 months**	**$168,250**
Total	**$168,250**	**12 months**	**$168,250**

Additional Terms:

- Option to renew at 1-year terms
- NarxCare annual subscription fee of $168,250 will be billed in full upon the go-live date of the NarxCare pop-up in the ID PDMP environment.
- Appriss shall have the right to identify Subscriber as a customer of Appriss as part of Appriss' marketing efforts and press releases to promote patient safety and reduce prescription drug diversion.
- Any use of Subscriber's name shall require Subscriber's prior written approval.
- Subscriber agrees to serve as a reference.

FORM B8.1: PROGRAM REQUEST BY DECISION UNIT

Agency/Department:	Idaho State Board of Pharmacy	**Request for Fiscal Year :**	2022
Function/Division:		Agency Number:	421
Activity/Program:		Function/Activity Number:	10
		Budget Unit:	229

Original Request Date:	Revision Request Date:	Page: of
August 27, 2020		

Decision Unit Number: 12.01 **Descriptive Title:** **Tenant Improvement Buildout Chinden Campus**

Description	General	Dedicated	Federal	Other	Total
FULL TIME POSITIONS (FTP)					
PERSONNEL COSTS:					
1. Salaries					
2. Benefits					
3. Group Position Funding					
TOTAL PERSONNEL COSTS:					
OPERATING EXPENDITURES **by summary object:**					
1. Tenant Improvements Chinden Campus					
TOTAL OPERATING EXPENDITURES:		**$406,300**			**$406,300**
CAPITAL OUTLAY **by summary object:**					
1. Network Hardware					
2.					
3.					
TOTAL CAPITAL OUTLAY:					
T/B PAYMENTS:					
LUMP SUM:					
GRAND TOTAL		**$406,300**			**$406,300**

Attach as many pages as necessary to respond to the following questions:

1. What is being requested and why? Specifically, what problem is this request trying to solve and how does this request address that problem?
   a. If a supplemental request, explain how this request arises to the level of being an emergency for the agency.
2. Indicate the specific source of authority, whether in statute or rule, that supports this request.
3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?
4. What resources are necessary to implement this request?
   a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire and terms of service.
   b. Note any existing agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position would have over other employees. Please indicate any requested personnel on the organizational chart submitted with this budget request.
   c. List any additional operating funds and capital items needed and note onetime versus ongoing costs.
   d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the basis for your cost estimates)?
6. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, anticipated grant awards, or anticipated partnerships with other state agencies or other entities.
7. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

1. What is being requested and why? Specifically, what problem is this request trying to solve and how does this request address that problem?

   Tenant improvements to the Chinden campus so or agency can relocate along with the other State agencies of the newly created IDOPL. Executive order 2020-10.

   a. If a supplemental request, explain how this request arises to the level of being an emergency for the agency.
   With the creation of IDOPL, executive order 2020-10, our agency has been directed to move to the state owned Chinden campus.

2. Indicate the specific source of authority, whether in statute or rule, that supports this request.

   Executive order 2020-10 establishes a plan to coordinate the move of boards assigned to the DOPL to provide a central location for the citizens of Idaho.

3. What is the agency staffing level, OE, or CO for this activity currently and how much funding, by source, is in the Base?

   The tenant improvements will be paid for out of our OE. We will not add additional staffing.

4. What resources are necessary to implement this request?

a. List by position: position titles, pay grades, full or part-time status, benefit eligibility, anticipated dates of hire and terms of service. n/a

b. Note any existing agency human resources that will be redirected to this new effort, how existing operations will be impacted, and anticipated oversight the position would have over other employees. Please indicate any requested personnel on the organizational chart submitted with this budget request. n/a

c. List any additional operating funds and capital items needed and note onetime versus ongoing costs.

This will be a onetime operating fund supplemental.

d. What is the basis for the requested resources? How were PC, OE, or CO needs projected? Was an RFI done to project estimated costs (if so, please attach a copy of the basis for your cost estimates)?

Costs were provided by Division of Public Works.

6. Provide additional detail about the request, including one-time versus ongoing. Include a description of major revenue assumptions, for example, whether there is a new customer base, fee structure changes, anticipated grant awards, or anticipated partnerships with other state agencies or other entities.

Our agency tenant improvement buildout will be a one-time request paid for with our cash fund. The Governor's executive order 2020-10 combined multiple agencies. The additional agencies are Board of accountancy, Board of Dentistry, Board of Engineers and Land Surveyors, Board of Medicine, Division of Occupational and Professional Licenses, Real Estate Commission, Outfitters & Guides Licensing Board, Board of Veterinary Medicine, and Division of Building Safety.

7. Who is being served by this request and what are the expected impacts of the funding requested? If this request is not funded who and what are impacted?

The citizens of Idaho will be positively impacted by having multiple State agencies at one location. The Board of Pharmacy is self-funded and we will pay for our agency's buildout with our cash fund, no money will be drawn from the State general fund.

FORM B6: WAGE & SALARY RECONCILIATION

Agency/Department:	Self-Governing Agencies	Agency Number:	421
Function/Division:	Medical Boards	Function/Activity Number:	0010
Activity/Program:	Board of Pharmacy	Budget Unit:	SGBB
		Fiscal Year:	2022
Original Request Date:	8/27/2020	Fund Name: State Regulatory	Fund Number: 0229-00
Revision Date:	Revision #:	Budget Submission Page #	of

PCN	CLASS CODE	DESCRIPTION	Indicator Code	FTP	FY 2021 SALARY	FY 2021 HEALTH BENEFITS	FY 2021 VAR BENEFITS	FY 2021 TOTAL	FY 2022 CHG HEALTH BENEFITS	FY 2022 CHG VAR BENEFITS	TOTAL BENEFIT CHANGES
		Totals from Wage and Salary Report (WSR):									
		Permanent Positions	1	15.00	817,731	174,750	175,100	1,167,581	19,200	6,734	25,934
		Board & Group Positions	2		7,900	0	611	8,511			
		Elected Officials & Full Time Commissioners	3	0.00	0	0	0	0	0	0	0
		TOTAL FROM WSR		15.00	825,631	174,750	175,711	1,176,092	19,200	6,734	25,934
		FY 2021 ORIGINAL APPROPRIATION	1,208,400	15.00	848,312	179,550	180,538	1,208,400			
		Unadjusted Over or (Under) Funded:	Est Difference	0.00	22,680	4,800	4,827	32,308	Calculated overfunding is 2.7% of Original Appropriation		
		Adjustments to Wage & Salary: Add Funded / Subtract Unfunded - Vacant or Authorized - Positions:									
		Retire Cd **Adjustment Description / Position Title**									
9937	50907	Due to COVID Board Pay was less in FY19, adj	2	0.00	4,000	0	338	4,338	0	0	0
0010	01121	Hire in new CSR after later CSR to FST position	1	0.00	600	0	130	730	0	5	5
0013	04250	Lateral transfer of CSR to FST adjust wage to 87	1	0.00	300	0	65	365	0	3	3
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
		Other Adjustments:									
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
				0.00	0	0	0	0	0	0	0
		Estimated Salary Needs:									
		Permanent Positions	1	15.00	818,631	174,750	175,295	1,168,676	19,200	6,742	25,942
		Board & Group Positions	2	0.00	11,900	0	949	12,849	0	0	0
		Elected Officials & Full Time Commissioners	3	0.00	0	0	0	0	0	0	0
		Estimated Salary and Benefits		15.00	830,531	174,750	176,244	1,181,526	19,200	6,742	25,942
		Adjusted Over or (Under) Funding:	Orig. Approp	0.00	18,900	4,000	4,000	26,900	Calculated overfunding is 2.2% of Original Appropriation		
			Est. Expend	0.00	18,900	4,000	4,100	27,000	Calculated overfunding is 2.2% of Estimated Expenditures		
			Base	0.00	18,900	4,000	4,100	27,000	Calculated overfunding is 2.2% of the Base		

Personnel Cost Reconciliation - Relation to Zero Variance --->

DU			Original Appropriation	FTP	FY 21 Salary	FY 21 Health Ben	FY 21 Var Ben	FY 2021 Total	FY 22 Chg Health Bens	FY 22 Chg Var Bens	Total Benefit Change
3.00		FY 2021 ORIGINAL APPROPRIATION	1,208,400	15.00	849,422	178,725	180,253	1,208,400			

		Rounded Appropriation		**15.00**	**849,400**	**178,700**	**180,300**	**1,208,400**			
		Appropriation Adjustments:									
4.11		Reappropriation		0.00	0	0	0	0			
4.31		Supplemental		0.00	0	0	0	0			0
5.00		**FY 2021 TOTAL APPROPRIATION**		**15.00**	**849,400**	**178,700**	**180,300**	**1,208,400**			
		Expenditure Adjustments:									
6.31		FTP or Fund Adjustment		0.00	0	0	0	0			0
6.51		Transfer Between Programs		0.00	0	0	0	0			0
7.00		**FY 2021 ESTIMATED EXPENDITURES**		**15.00**	**849,400**	**178,700**	**180,300**	**1,208,400**			
		Base Adjustments:									
8.31		Transfer Between Programs		0.00	0	0	0	0			0
8.41		Removal of One-Time Expenditures		0.00	0	0	0	0			0
8.51		Base Reduction		0.00	0	0	0	0			0
				FTP	**FY 22 Salary**	**FY22 Health Ben**	**FY 22 Var Ben**	**FY 2022 Total**			
9.00		**FY 2022 BASE**		**15.00**	**849,400**	**178,700**	**180,300**	**1,208,400**			
10.11		Change in Health Benefit Costs				**19,200**		19,200			
10.12		Change in Variable Benefits Costs					**6,700**	6,700			
								0			
		Subtotal CEC Base:	Indicator Code	15.00	849,400	197,900	187,000	1,234,300			
10.51		Annualization			0	0	0	**0**			
10.61		CEC for Permanent Positions	1.00%		8,400		1,900	**10,300**			
10.62		CEC for Group Positions	1.00%		100		0	**100**			
10.63		CEC for Elected Officials & Commissioners			0		0	**0**			
11.00		**FY 2022 PROGRAM MAINTENANCE**		**15.00**	**857,900**	**197,900**	**188,900**	**1,244,700**			
		Line Items:									
12.01								**0**			
12.02								**0**			
12.03								**0**			
13.00		**FY 2022 TOTAL REQUEST**		**15.00**	**857,900**	**197,900**	**188,900**	**1,244,700**			

Form B4: Inflationary Adjustments

Agency: Pharmacy Board | Agency Number: 421 | FY 2022 Request

Function: Board of Pharmacy | Function/Activity Number: ___10_____ | Page _____ of _____

Activity: _____ | Original Submission __x__ or Revision No ____

(1)	(2)	(3)	(4)	(5)	FY 2019 to FY 2020		(8)	(9)	(10)
Operating Expenditures Summary Object	FY 2017 Actual	FY 2018 Actual	FY 2019 Actual	FY 2020 Actual	(6) Change	(7) % Change	FY 2021 Approp	FY 2021 Exp. Adj.	FY 2021 Est. Exp.
Communication Costs	33,936	30,919	24,338	14,871	(9,467)	-38.92%	30,000	-	30,000
Employee Development Costs	5,388	11,875	10,687	11,242	554	5.19%	15,000	-	15,000
General Services	4,429	3,778	4,689	5,211	523	11.14%	4,000	-	4,000
Professional Services	100,192	98,270	84,935	104,992	20,057	23.61%	133,000	-	133,000
Repair & Maintenance Services	13,975	26,032	14,416	253,961	239,545	1661.81%	20,000	80,000	100,000
Administrative Services	20,857	15,467	3,587	8,250	4,663	129.63%	20,000	-	20,000
Computer Services	190,465	286,987	360,160	524,678	164,517	45.68%	598,300	(87,600)	510,700
Employee Travel Costs	49,004	56,387	46,053	48,427	2,374	5.15%	65,000		65,000
Administrative Supplies	5,622	7,180	6,432	5,144	(1,289)	-20.03%	10,000		10,000
Fuel & Lubricant Costs	5,263	5,619	5,081	3,689	(1,392)	-27.40%	7,000		7,000
Computer Supplies	2,317	2,647	400	1,239	839	209.87%	4,800		4,800
Repair & Maintenance Supplies	3,272	5	253	309	55	21.87%	1,200		1,200
Specific Use Supplies	206	287	-	645	645	#DIV/0!	500	700	1,200
Insurance	931	1,088	990	1,463	473	47.74%	1,200	200	1,400
Rentals & Operating Leases	97,976	103,398	105,328	107,882	2,555	2.43%	104,000	2,000	106,000
Miscellaneous Expenditures	90,795	107,808	137,068	133,195	(3,883)	-2.84%	130,400	-	135,000
Total	624,628	755,747	804,448	1,225,208	420,760	52.30%	1,144,400	-	1,144,300
FundSource									
General	-	-	-	-	-	#DIV/0!	-	-	-
Dedicated	624,628	755,747	804,448	904,480	100,032	12.43%	1,144,400	-	1,144,400
Federal	-	-	-	320,728	320,728	#DIV/0!	529,800	-	529,800
Total	624,628	755,747	804,448	1,225,208	420,760	52.30%	1,674,200	-	1,674,200

* pre-paid $239,400 for anticipated move to chinden. We anticipate owing another $80,000 in FY22

(11)	(12)	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)
Part B: Operating Expenditures Summary Object	FY 2021 Est. Exp	Remove One Time Funding	SWCAP, Nondisc., Rent	FY 2022 Base	General Inflation (DU 10.21)	% Change	Medical Inflation (DU 10.22)	% Change	FY2022 Total
Communication Costs	30,000	-	-	30,000	-	0.00%	-	0.00%	30,000
Employee Development Costs	15,000	-	-	15,000	-	0.00%	-	0.00%	15,000
General Services	4,000	-	-	4,000	-	0.00%	-	0.00%	4,000
Professional Services	133,000	-	-	133,000	-	0.00%	-	0.00%	133,000
Repair & Maintenance Services	100,000	-	-	100,000	-	0.00%	-	0.00%	100,000
Administrative Services	20,000	-	-	20,000	-	0.00%	-	0.00%	20,000
Computer Services	510,700	(238,100)	-	272,600	2,700	0.99%	-	0.00%	275,300
Employee Travel Costs	65,000	-	-	65,000		0.00%	-	0.00%	65,000
Administrative Supplies	10,000	-	-	10,000	-	0.00%	-	0.00%	10,000
Fuel & Lubricant Costs	7,000	-	-	7,000	-	0.00%	-	0.00%	7,000
Computer Supplies	4,800	-	-	4,800	-	0.00%	-	0.00%	4,800
Repair & Maintenance Supplies	1,200	-	-	1,200	-	0.00%	-	0.00%	1,200
Specific Use Supplies	1,200	-	-	1,200	-	0.00%	-	0.00%	1,200
Insurance	1,400	-	-	1,400	-	0.00%	-	0.00%	1,400
Rentals & Operating Leases	106,000	-	-	106,000		0.00%	-	3.00%	106,000
Miscellaneous Expenditures	135,000	-	-	135,000	-	0.00%	-	0.00%	135,000
Total	1,144,300	(238,100)	-	906,200	2,700	0.30%	-	-	908,900
FundSource									
General	-	-	-	-	-	#DIV/0!	-	0.00%	-
Dedicated	1,144,400	-	-	1,144,400	-	0.00%	-	0.00%	1,144,400
Federal	529,800		-	529,800	-	0.00%	-	0.00%	529,800
Total	1,674,200	-	-	1,674,200	-	0.00%	-	-	1,674,200

Form B4: Part C - Contract Inflation

Agency: Board of Pharmacy
Division:
Program:

Agency Number: 421
Function/Activity Number: 10

Request **2022**
Page _____ of _____
Original Submission __x__ or Revision No. ____

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
Part C: Contract (identify who and what)	**FY 2018 Actual**	**FY 2019 Actual**	**FY 2020 Actual**	**FY 2021 Est. Exp.**	**Contract Date**	**Term of Contract (Year x of x)**	**FY 2022 Contractual % Change**	**FY 2022 Change**	**FY 2022 Total**
System Automation	224,850	103,476	103,476	106,100	11/2017	3 of 3	2.50%	2,700	108,800
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
								-	-
Total	224,850	103,476	103,476	106,100			2.54%	2,700	108,800
FundSource							**Proportion**		
General	-	-	-	-			40.0%	1,100	43,500
Dedicated	-	-	-	-			30.0%	800	32,600
Federal	-	-	-	-			30.0%	800	32,600
Total	-	-	-	-			100.00%	**2,700**	**108,700**

Notes: System Automation has 4 optional renewal years once the contract has been fulfilled.

Agency/Department: 421
Program (if applicable)

Original Request Date: 8/27/20

Revision Request Date:

Request for Fiscal Year: 2022
Agency Number: 421
Function/Activity Number:

Page: ____ of ____

Priority Order	Program	OU	Fund	Sub-object Code	Item/Description	Mileage	Date Acquired	Quantity in Stock	Request Quantity Desired	Request Unit Cost	Request Total Cost	Gov's Rec. Fund	Gov's Rec. Quantity	Gov's Unit Cost	Governor's Recommendation
1	421	10.3	0229	6420	Standard Laptop		6/26/2016	1	1	1,600	1,600	0229	1	1,600	1,600
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
											0	0000	0	0	0
Grand Total by Program										Subtotal of filtered items:	$1,600				$1,600
	01										0				$0
	02										0				0
	03										0				0
	04										0				0
Grand Total by Organizational Unit											$1,600				$1,600
		10.3									1,600				1,600
											0				0
											0				0
											0				0
Grand Total by Fund Source											$1,600				$0
			0229								1,600				0
											0				0
											0				0
											0				0
Grand Total by Category								1	1		$1,600				$1,600
				6420				1	1		1,600				1,600
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0
								0	0		0				0

Governor's Recommendation

This section to be completed by DFM only.

1. How does this request conform with the agency's individual IT plan? Has your IT plan been approved by the Office of Information Technology Services (ITS)? Does the request align with the state's IT plan and all other state standards? Attach any supporting documents about this request that you got from ITS or the Idaho Technology Authority.

Our agency goal is to replace laptops when they reach end of life (5 years). The laptop our IT Data System Analyst currently uses was purchased in 6/2016. The replacement laptop will ensure they are able to complete their duties. Request was submitted to ITS and approval was granted 8/13/2020.

Theresa Arnold

From: Mark Mayer
Sent: Thursday, August 13, 2020 12:37 PM
To: Theresa Arnold
Subject: RE: FY22 Budget request

Theresa,
The FY22 Budget Request you submitted for the replacement laptop has been approved. Let me know if you have any questions – thanks!

Mark

From: Mark Mayer
Sent: Thursday, August 13, 2020 8:56 AM
To: Theresa Arnold <Theresa.Arnold@bop.idaho.gov>
Subject: FY22 Budget request

Theresa,
Thanks for submitting the follow up ticket on the status of your budget request. We will review you FY22 today and should have a response back to by COB tomorrow. Let me know if that is soon enough.

Sorry for the delay in responding to your request. Let me know if you have any questions – thanks!

Mark

Close

Agency	Pharmacy, Board of
Request for the Purchase of	Standard Laptop
Agency Purchasing Representative	Theresa Arnold
Agency Purchasing Representative Email Address	theresa.arnold@bop.idaho.gov
Total Value of Request	$1,600.00
Comments	Replacement for dell laptop E5470 XCTO that has been inservice since 6/22/2016. Please let me know if you need any further information. Thank you!!
ITS Comments	Mark Mayer (8/13/2020 11:30 AM): Approved for FY22 budget
Analyst Comments	
ITS Approval Status	Reviewed & Recommended
Attachments	B_8.2.xlsx B_8.2_Questions.docx Cost Justificaiton.pdf

Version: 8.0
Created at 7/21/2020 12:06 PM by Theresa Arnold
Last modified at 8/13/2020 11:32 AM by Mark Mayer

Close

FIVE-YEAR FACILITY NEEDS PLAN, pursuant to IC 67-5708B

AGENCY INFORMATION

AGENCY NAME:	Board of Pharmacy	Division/Bureau:	
Prepared By:	Theresa Arnold	E-mail Address:	theresa.arnold@bop.idaho.gov
Telephone Number:	(208) 334-2356	Fax Number:	(208) 334-3536
DFM Analyst:	Misty Lawrence	LSO/BPA Analyst:	Christine Otto
Date Prepared:	8/3/2020	For Fiscal Year:	2021

FACILITY INFORMATION (please list each facility separately by city and street address)

Facility Name:	River Park Building 3rd Floor				
City:	Boise	County:	Ada		
Street Address:	1199 W Shoreline Lane Suite 303			Zip Code:	83702
Facility Ownership (could be private or state-owned)	Private Lease: ☑	State Owned:	☐	Lease Expires:	6/30/2026

FUNCTION/USE OF FACILITY

COMMENTS

The Board of Pharmacy will be relocating to the Chinden campus. We currently do not have a move date.

WORK AREAS

FISCAL YR:	ACTUAL 2020	ESTIMATE 2021	REQUEST 2022	REQUEST 2023	REQUEST 2024	REQUEST 2025
Total Number of Work Areas:	15	15	15	15	15	15
Full-Time Equivalent Positions:	13	13	13	13	13	13
Temp. Employees, Contractors, Auditors, etc.:	2	2	2	2	2	2

SQUARE FEET

FISCAL YR:	ACTUAL 2020	ESTIMATE 2021	REQUEST 2022	REQUEST 2023	REQUEST 2024	REQUEST 2025
Square Feet:	5696	TBD	TBD	TBD	TBD	TBE

FACILITY COST

(Do NOT use your old rate per sq ft; it may not be a realistic figure)

FISCAL YR:	ACTUAL 2020	ESTIMATE 2021	REQUEST 2022	REQUEST 2023	REQUEST 2024	REQUEST 2025
Total Facility Cost/Yr:	$103,800.00	TBD	TBD	TBD	TBD	TBD

SURPLUS PROPERTY

FISCAL YR:	ACTUAL 2020	ESTIMATE 2021	REQUEST 2022	REQUEST 2023	REQUEST 2024	REQUEST 2025
	☐	☐	☐	☐	☐	☐

IMPORTANT NOTES:

1. Upon completion, please send to Leasing Assistant at the Division of Public Works via email to Melissa.Broome@adm.idaho.gov. Please e-mail or call 208-332-1933 with any questions.

2. If you have five or more locations, please summarize the information on the Facility Information Summary Sheet and include this summary sheet with your submittal.

3. Attach a hardcopy of this submittal, as well as the Facility Information Summary Sheet, if applicable, with your budget request. DPW LEASING DOES NOT NEED A COPY OF YOUR BUDGET REQUEST, JUST THIS FORM.

AGENCY NOTES:

Federal Funds Inventory Form
As Required by Idaho Code 67-1917

Reporting Agency/Department: Board of Pharmacy
Contact Person/Title: Theresa Arnold / Management Assistant

STARS Agency Code: 421
Contact Phone Number: 208.334.2356

Fiscal Year: 2022
Contact Email: theresa.arnold@bop.idaho.gov

1

CFDA#/Cooperative Agreement # /Identifing #	Grant Type	Federal Granting Agency	Grant title	Description	Date of Expiration - If Known	Total Grant Amount	Pass Through Federal Money From Other State Agency	FY 2020 Available Funds	FY 2020 Actual Expenditures	FY 2021 Estimated Available Funds	FY 2022 Estimated Available Funds	State Approp [Y] Yearly or [C] Continuous	MOE or MOU (67-1917(1)(d)requirements? [Y] Yes or [N] No If Yes answer question 2.	Known Reductions; Plan for 10% or More Reduction	Will this Grant be reduced by 50% or more from the previous years funding? [Y] Yes or [N] No If yes then answer question 3.
16.838	C	U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance	Harold Rogers Prescription Monitoring Program (PDMP) Implementation and Enhancement grant.	Goals: The goals of the Comprehensive Opioid Abuse Site-based Program are twofold. First, the program aims to reduce opioid misuse and the number of overdose fatalities. Second, the program supports the implementation, enhancement, and proactive use of Prescription Drug Monitoring Programs to support clinical decision-making and prevent the misuse and diversion of controlled substances. Objectives: To address these goals, the Comprehensive Opioid Abuse Site-Based Program, administered by BJA, provides funding through a competitive grant program to encourage and support comprehensive cross-system planning and collaboration among officials who work in law enforcement, pretrial services, the courts, probation and parole, child welfare, re-entry, PDMPs, emergency medical services and healthcare providers, public health partners, and agencies who provide substance misuse treatment and recovery support services.	9/30/2021	$870,000		$424,400.00		$529,800.00	$0.00	Y	Y	Y	N
Total								$0.00	$0.00	$529,800.00	$0.00				

Total FY 2020 All Funds Appropriation (DU 1.00)	$2,574,800
Federal Funds as Percentage of Funds	16.00%

*** Report must be submitted to the Division of Financial Management and Legislative Services Office as part of your budget request.

2. Identify below for each grant any obligatons, agreements, joint exercise of powers agreements, maintenance of efforts agreements, memoranda of understanding that may be impacted by federal or state decisions regarding federal receipts, include any state matching requirements.

CFDA#/Cooperative Agreement # /Identifing #	Agreement Type	Explanation of agreement including dollar amounts.

3. Provide a plan for each grant if notice of a reduction in federal funding of 50% of more from the previous year's funding to either reduce or eliminate the services provided through the grant or to continue the services without a shift to state resources.

CFDA#/Cooperative Agreement # /Identifing #	Plan for reduction or elimination of services.

Part I – Agency Profile

Agency Overview

The Idaho Board of Pharmacy's charge is to promote, preserve and protect the health, safety and welfare of the public by and through the effective control and regulation of the practice of pharmacy. The agency is governed by a five member board appointed by the Governor, consisting of four pharmacists and one public member who, in turn, employ an executive director to manage the everyday operations of the agency. The Board has a staff of fifteen persons, with the main office located in Boise. The Board employs one compliance officer located in north Idaho, one in east Idaho, and one in southwest Idaho. The Board employs a Deputy Executive Director and a Chief Controlled Substance Investigator, who is responsible for the State's Prescription Drug Monitoring Program and investigations concerning controlled substances. Both are located in the Board's Boise office.

The key divisions of the Board include compliance, regulation, licensing & registration, customer service, Prescription Drug Monitoring Program, and controlled substance authority. The majority of funding for the Board is generated through licensing & registration; additional funds come from fines, fees and sale of printed material, with no monies appropriated from the General Fund. The earliest minutes for the Board on record are from 1911; however, the Board does possess a copy of Board of Pharmacy license No. 3 issued February 26, 1889 in Boise City, Idaho Territory.

The Board maintains a web site, https://bop.idaho.gov, allowing access to relevant Sections of Idaho Code and administrative rules, Board minutes, newsletters, notices of Board meetings and continuing education, registration forms, an interactive license and registration on-line verification program and on-line renewal of licenses and registrations.

The Board offices are located at 1199 Shoreline Lane, Suite #303, Boise, Idaho 83702 and can be reached by phone at (208) 334-2356 or Fax (208) 334-3536.

Core Functions/Idaho Code

Pharmacist licensure requires meeting standards in education, internship, and examination, as well as continuing education to maintain licensure. The Board may also refuse to issue or renew, suspend, revoke or restrict licensure as set forth in Idaho Code. The Board regulates and licenses pharmacists and wholesalers and regulates and registers non-resident pharmacists, technicians, student pharmacists, and drug outlets, including retail, institutional, manufacturing, wholesaling, limited service, veterinary, mail service pharmacy, non-resident central drug outlets, and outsourcing drug facilities, pursuant to Title 54, Chapter 17.

The Board is also responsible for enforcement of the Uniform Controlled Substances Act, pursuant to Title 37, Chapter 27, registering all persons who manufacture, distribute, dispense (which includes prescribe and administer), or conduct research with controlled substances. The Board is also Idaho's Controlled Substance Authority, responsible for maintaining the schedule of controlled substances. The Board maintains a Prescription Drug Monitoring Program, in which the Board receives certain data on controlled substances dispensed and collates the data into patient profiles, available for use by authorized users, such as pharmacists, prescribers, and law enforcement. The purposes of the Prescription Drug Monitoring Program are to assist in identifying illegal activity related to the dispensing or obtaining of controlled substances and to provide information to patients, practitioners and pharmacists, thus assisting in the effective prescribing of controlled substances.

The Board is also responsible for the Idaho Wholesale Drug Distribution Act and its rules including licensure of wholesale distributors that distribute in or into Idaho and enforcement of practice standards. In FY 2014 the federal Drug Quality and Security Act was enacted by Congress, which preempts some Idaho law and changes registration parameters. Various provisions of the act take effect over various portions of the next decade, mandating periodic, scheduled changes to Idaho Code.

Revenue and Expenditures

Revenue	FY 2017	FY 2018	FY 2019	FY 2020
Federal Grant Fund	$0	$0	$0	$324,900
State Regulatory Fund	$2,016,600	$2,199,700	$2,028,700	$2,038,300
Total	**$2,016,600**	**$2,199,700**	**$2,2028,700**	**$2,363,200**
Expenditures	**FY 2017**	**FY 2018**	**FY 2019**	**FY 2020**
Personnel Costs	$1,137,300	$1,136,200	$1,070,500	$1,150,700
Operating Expenditures	$624,600	$755,700	$804,500	$1,225,200
Capital Outlay	$17,500	$195,600	$3,000	$40,000
Trustee/Benefit Payments	$0	$0	$0	$0
Total	**$1,779,400**	**$2,087,500**	**$1,878,000**	**$2,415,900**

Profile of Cases Managed and/or Key Services Provided

Cases Managed and/or Key Services Provided	FY 2017	FY 2018	FY 2019	FY 2020
License/Registrations Issued	22,048	22,922	18,667	17556
Board Orders	94	65	60	82
Controlled Substance Prescriptions Reported	3,050,789	2,959,683	2,885,781	2,831,513
Patient Profiles Provided	3,695	3,066	1,848	2,300
24/7 Online Request	1,295,574	7,150,629	21,004,238	55,651,815
CE Presentations	14	22	27	12
Board Meeting Open to the Public	7	9	12	11

Licensing Freedom Act

Agencies who participate in licensure must report on the number of applicants denied licensure or license renewal and the number of disciplinary actions taken against license holders.

	FY 2017	FY 2018	FY 2019	FY 2020
PHARMACIST				
Total Number of Licenses	*2680*	*2841*	*2979*	*2,192*
Number of New Applicants Denied Licensure	*NA*	*NA*	*0*	*0*
Number of Applicants Refused Renewal of a License	*NA*	*NA*	*0*	*0*
Number of Complaints Against Licensees	*NA*	*NA*	*26*	*35*
Number of Final Disciplinary Actions Against Licensees	*58*	*18*	*6*	*8*
NON RESIDENT PIC				
Total Number of Licenses	*713*	*735*	*709*	*588*
Number of New Applicants Denied Licensure	*NA*	*NA*	*0*	*0*
Number of Applicants Refused Renewal of a License	*NA*	*NA*	*0*	*0*
Number of Complaints Against Licensees	*NA*	*NA*	*0*	*3*
Number of Final Disciplinary Actions Against Licensees	*NA*	*NA*	*0*	*1*
PHARMACIST INTERN				
Total Number of Licenses	*495*	*442*	*358*	*352*
Number of New Applicants Denied Licensure	*NA*	*NA*	*0*	*0*
Number of Applicants Refused Renewal of a License	*NA*	*NA*	*0*	*0*
Number of Complaints Against Licensees	*NA*	*NA*	*1*	*1*
Number of Final Disciplinary Actions Against Licensees	*0*	*0*	*1*	*1*

	FY 2017	FY 2018	FY 2019	FY 2020
CERTIFIED TECHNICIAN				
Total Number of Licenses	1041	2108	2068	1295
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	8	7
Number of Final Disciplinary Actions Against Licensees	10	2	5	4
PHARMACY TECHNICIAN				
Total Number of Licenses	1027	1000	793	876
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	1	6
Number of Final Disciplinary Actions Against Licensees	3	8	1	5
STUDENT TECHNICIAN				
Total Number of Licenses	N/A	N/A	19	68
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	0	0
Number of Final Disciplinary Actions Against Licensees	0	0	0	0
PRACTITIONER CS				
Total Number of Licenses	8379	8940	8836	9197
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	23	35
Number of Final Disciplinary Actions Against Licensees	23	29	10	13
DRUG OUTLET				
Total Number of Licenses	696	716	587	570
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	62	97
Number of Final Disciplinary Actions Against Licensees	10	12	28	34
WHOLESALE LICENSE				
Total Number of Licenses	539	552	521	495
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	3	4
Number of Final Disciplinary Actions Against Licensees	0	1	3	1

	FY 2017	FY 2018	FY 2019	FY 2020
WHOLESALE REGISTRATION				
Total Number of Licenses	223	241	203	195
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	0	0
Number of Final Disciplinary Actions Against Licensees	4	1	0	0
CENTRAL DRUG OUTLET				
Total Number of Licenses	46	47	50	35
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	0	0
Number of Final Disciplinary Actions Against Licensees	0	0	0	0
MAIL SERVICE PHARMACY				
Total Number of Licenses	716	740	696	557
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	9	26
Number of Final Disciplinary Actions Against Licensees	4	5	4	10
DME OUTLET				
Total Number of Licenses	448	482	432	368
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	6	11
Number of Final Disciplinary Actions Against Licensees	0	0	2	3
MANUFACTURER				
Total Number of Licenses	476	504	549	543
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	0	2
Number of Final Disciplinary Actions Against Licensees	1	0	0	0
VETERINARY DRUG OUTLET				
Total Number of Licenses	9	10	122	117
Number of New Applicants Denied Licensure	NA	NA	0	0
Number of Applicants Refused Renewal of a License	NA	NA	0	0
Number of Complaints Against Licensees	NA	NA	0	5
Number of Final Disciplinary Actions Against Licensees	0	0	0	2

Red Tape Reduction Act

Each agency shall incorporate into its strategic plan a summary of how it will implement the Red Tape Reduction Act, including any associated goals, objectives, tasks, or performance targets. This information may be included as an addendum.

	As of July 1, 2019	As of July 1, 2020
Number of Chapters	1	1
Number of Words	12,311	11,052
Number of Restrictions	149	123

Part II – Performance Measures

Performance Measure (New)[1,5]		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
Goal 1 *Maintain and refine Idaho pharmacy law to ensure it facilitates innovation while protecting public safety*						
1. Attend all NABP meetings to identify opportunity for improvement in laws and rules	actual	100% attendance	100% attendance	100% attendance	100%	
	target	*Attend 100% of NABP meetings annually (NABP Annual, District 7-9, Executive Officers Forum, Compliance Officers Forum)*	*Attend 100% of NABP meetings annually (NABP Annual, District 7-9, Executive Officers Forum, Compliance Officers Forum)*	*Attend 100% of NABP meetings annually (NABP Annual, District 7-9, Executive Officers Forum, Compliance Officers Forum)*	*Attend 100% of NABP meetings annually (NABP Annual, District 6-8, Executive Officers Forum, Compliance Officers Forum*	
Goal 2 *Educate licensees and registrants on Idaho pharmacy law and impending changes*						
2. Number of standalone CE programs on law updates	actual	14 sessions	22 sessions	25 sessions	12 sessions	
	target	*Host at least five (5) sessions annually throughout the state*	*Host at least five (5) sessions annually throughout the state*	*Host at least five (5) sessions annually throughout the state*	*Host at least five (5) sessions annually throughout the state*	
Goal 3 *Protect public safety by effectively regulating the practice of pharmacy.*						
3. Timely processing of technician-in-training applications[6]	actual	18 days	15 days	17 days	69%	
	target	*<18 days (inclusive of weekends and other factors outside of staff control)*	*<18 days (inclusive of weekends and other factors outside of staff control)*	*<18 days (inclusive of weekends and other factors outside of staff control)*	*Greater than 95% of applications processed within 18 calendar days each fiscal year (inclusive of weekends and other factors outside of staff control[6]*	

Performance Measure (New)[1,5]		FY 2017	FY 2018	FY 2019	FY 2020	FY 2021
4. Timely processing of pharmacist license reciprocity applications[7]	actual	*85 days*	76 Days	26 days	82%	----------
	target	*<90 days (inclusive of weekends and other factors outside of staff control)*	*<90 days (inclusive of weekends and other factors outside of staff control)*	*<90 days (inclusive of weekends and other factors outside of staff control)*	*Greater than 95% of applications processed within 45 calendar days each fiscal year (inclusive of weekends and other factors outside of staff control)[7]*	
5. Timely inspection of all pharmacies located in Idaho[2]	actual	104% of goal	98% of goal[4]	159% of goal	157% of goal	----------
	target	*100% of facilities inspected in an 18-month period*	*100% of facilities inspected in an 18-month period*	*100% of facilities inspected in an 18-month period*	*100% of facilities inspected in an 18-month period*	
6. Timely inspection of all prescriber drug outlets located in Idaho[2]	actual	108% of goal	84% of goal[4]	155% of goal	123% of goal	----------
	target	*100% of facilities inspected in an 18-month period*	*100% of facilities inspected in an 18-month period*	*100% of facilities inspected in an 18-month period*	*100% of facilities inspected in an 18-month period*	
7. Timely resolution for complaints under the Board's jurisdiction that avoid the need for hearing.[8]	actual	----------	----------	----------	100% of goal	----------
	target	*New goal for FY20. No available data for this timeframe*	*New goal for FY20. No available data for this timeframe*	*New goal for FY20. No available data for this timeframe*	*Greater than 90% of cases the agency acted upon will be resolved by means other than hearing*	
Goal 4 *Optimize the use and functionality of the state's Prescription Drug Monitoring Program (PDMP)*						
8. Number of educational programs on appropriate PDMP use[9]	actual	----------	----------	----------	10	----------
	target	*New goal for FY20. No available data for this timeframe*	*New goal for FY20. No available data for this timeframe*	*New goal for FY20. No available data for this timeframe*	*At least three (3) programs hosted annually*	
9. Percentage of controlled substance prescriptions that pharmacists check PDMP on prior to dispensing[10]	actual	25%	52.1%	55%	134%	----------
	target	*Baseline: 6.7% checked; work toward 20% over life of strategic plan*	*30% checked*	*50% checked*	*50% checked*	
10. Percentage of controlled substance prescriptions that the Top 100 prescribers check PDMP[11]	actual	38.6%	37%	37%	42%	----------
	target	*Baseline: 35% checked; work toward 50% over life of strategic plan*	*Work toward 50% over life of strategic plan*	*Work toward 50% over life of strategic plan*	*Work toward 50% over life of strategic plan*	

Performance Measure Explanatory Notes

1 - In January 2016, the Board launched a new Performance Dashboard to more transparently communicate its performance on key measures articulated in the agency's strategic plan throughout the year. The Board reviews

performance on these measures at each regular Board meeting, and makes recommendations or takes corrective action as needed.

2 - With a January 2016 launch of the Board Dashboard, the data presented herein covers the time period from January through July 2016; it is logistically difficult to calculate these measures prior to the official launch of the Dashboard.

3 - Given the time period the measure is reported (January through July), Board staff inspected more facilities than the goal, resulting in a percentage >100%.

4 – The Board was without 1 of its 3 compliance officers from mid-January to early-May.

5 – Following four years of tracking the "new" measures launched in January 2016, the Board reviewed and established a new Performance Dashboard on July 1, 2019 to more transparently communicate its performance on key measures articulated in the agency's current strategic plan throughout the year. The Board reviews performance on these revised measures at each regular Board meeting and makes recommendations or takes corrective action as needed.

6 – This measurement was retained for FY20 but restated with the benchmark set as a percentage with a higher number indicating better performance.

7 - This measurement was retained for FY20 but restated with the benchmark set as a percentage with a higher number indicating better performance. The benchmark time measurement was also cut in half making this a more challenging goal for the agency to attain.

8 – This is a new measurement that more accurately reflects the direction of the Board Members.

9 – This is a new measurement specifically targeted to reach the controlled substance prescribers, which differentiates it from performance measure #1 which primarily targets pharmacists/technicians/interns.

10 – The benchmark for this measurement picks up where the same measure left off. Baseline is now 35%, the average of the previous four years, and the target is now to maintain 50% with emphasis on improvement from that point – a more challenging goal.

11- This measurement was retained and modified by removing "prior to prescribing" to be a more accurately measured element.

For More Information Contact

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Director Attestation for Performance Report

In accordance with *Idaho Code* 67-1904, I certify the data provided in the Performance Report has been internally assessed for accuracy, and, to the best of my knowledge, is deemed to be accurate.

Department: Board of Pharmacy

Nicki Chapski
Director's Signature

8/27/2020
Date

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