

# North Dakota Prescription Monitoring Program End User License Agreement

Updated: 10/08/2019

## **Authority:**

The North Dakota Board of Pharmacy (NDBOP) was given authority under North Dakota Century Code (NDCC) Chapter 19-03.5 and ND Administrative Code Chapter 61-12 to establish and maintain a program for the monitoring of controlled substances and drugs of concern to the PDMP, hereafter referred to as the PDMP. Each dispenser shall submit daily by electronic means information regarding each prescription dispensed for a controlled substance, unless a waiver is granted. The NDBOP contracted with Appriss to provide a software solution (PMP AWARxE).

## **Access to prescription information:**

Prescription information is confidential and may only be requested as provided by in accordance with section 19-03.5-03 of the ND Century Code. Access is individual specific only. The PDMP will not grant umbrella access to clinics, hospitals, pharmacies or any other healthcare facility. The PDMP maintains a record of each person who requests information and may use the records to document and report statistics and outcomes. These records of requests can be supplied to a regulatory agency, or local, state, and federal law enforcement.

## **Information Errors:**

The information accessed from the PDMP database may contain errors and omissions and should not be used as a sole resource in determining treatment options. The records are based on information submitted by dispensers. System account holders should discuss information from the system with their patients or confirm information with the dispenser.

## **Care Team Communication Disclaimers:**

Warranty. The PDMP is provided to you for your information only. We do not warrant or represent that the content or the user content is fair, accurate, or complete. When using the PMP AWARxE Care Team Communications, information will be transmitted in such a way that may be beyond our control. As such, we make no warranty concerning the user content or information transmitted in connection with the Care Team Communications. You expressly agree that the use of the PMP AWARxE Care Team Communications is at your sole risk.

Indemnification. You agree to defend, indemnify, and hold harmless the PDMP/North Dakota Board of Pharmacy and directors, employees, and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses, and costs (including attorneys' fees) assessed or incurred by us, directly or indirectly, with respect to or arising out of your failure to comply with this end user license agreement (EULA), your breach of your obligations under this EULA, your use of the rights granted hereunder, including without limitation any claims made by any third parties and/or any claim that your communications caused damage to a third party.

Responsibilities. You are responsible for establishing such procedures as you deem appropriate to verify the accuracy of data transmitted hereunder (and we will have no obligation to verify the accuracy of such data). You acknowledge and agree that by providing the PMP AWARe Care Team Communications hereunder, we are not rendering medical or other health care services, we are not engaged in the practice of medicine and shall not be liable to any party for any act or failure to act relating thereto, in addition to any limitation of liability provisions contained in this agreement. In connection with your entry of data in the Care Team Communications, you acknowledge and agree that there are no guarantees we will make any payments to you as a result of your submission of data.

Limitation of liability. In no event will we be liable for your direct, indirect, incidental, special, exemplary, punitive, or consequential damages arising from your use of or inability to use the Care Team Communications in PMP AWARe and/or the user content provided for any claim related in any way to your use of the PMP AWARe Care Team Communications. Additionally, we shall not be liable for negative repercussions to any party based on the use or inability to use the Care Team Communications, including but not limited to lost goodwill or lost profits. We are not liable for any personal injury, including death, or property damage caused by your use or misuse of the content. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states or jurisdictions our liability will be limited to the greatest extent permitted by application law.

Responsibilities. You shall be solely responsible for your user content, and the consequences of posting or publishing it. You represent and warrant that you own or have the necessary licenses, rights, consents, and permissions to use, and to authorize us and other users of the PMP AWARe Care Team Communications to view such user content, all patent, trademark, trade secret, copyright, or other proprietary rights in and to any and all user content, and to enable inclusion of the user content on the PMP AWARe Care Team Communications to other healthcare providers caring for your patient.

You acknowledge that we reserve the right to pre-screen user content and that we shall have the right (but not the obligation) in our sole discretion to refuse, move, and/or remove any user content that is available on or through the Care Team Communications. You also consent that all user content that you post to the Care Team Communications will at all times be available to us for the purposes mentioned above. Without limiting the foregoing, we shall have the right to remove any user content that violates this EULA. You agree that you will not upload, post, email, transmit or otherwise make available user content that is unlawful, harmful, threatening, abusive, harassing, bullying, tortious, false, defamatory, vulgar, obscene, pornographic, sexually explicit, libelous, invasive on another's privacy, hateful, or

racially, ethnically or otherwise objectionable, harm minors in any way, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity. You will not upload, post, email, or transmit any content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You are not authorized to post materials considered promotional, spam, phishing, or any form of solicitation. We may preserve user content and may also disclose if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary.

Termination. We reserve the right to terminate your access to the Care Team Communications at any time, without notice, for conduct that we believe violates this EULA and or is harmful to other users of the Care Team Communications.

**Login and Password:**

Login information to the PDMP is prohibited from being shared. Access is specific to one individual and should never be shared with anyone including medical assistants, staff, co-workers, healthcare providers and pharmacists; even if they have their own access. Do not save your password on public computers and take measures to safe-guard your login from getting into someone else's possession. The information is HIPAA protected and should be treated so.

**Unlawful Disclosure:**

Any person who intentionally makes an unauthorized disclosure of information contained in or obtained from the PDMP database will be subject to reporting to their respective board for disciplinary actions and/or appropriate civil and criminal penalties. The data from the PDMP is protected health information and any information accessed must be treated as confidential. System users must implement appropriate administrative, physical, and technical safeguards to reasonably ensure the privacy and security of the controlled substance prescription information pertaining to their patients.

**Contact Information:**

PDMP Software Support  
[Submit a Request](#) or 1-855-563-4767

PDMP Support  
[pdmp@ndboard.pharmacy](mailto:pdmp@ndboard.pharmacy) or 1-701-877-2410

**Account Agreement:**

- I understand that my access to data from the North Dakota PDMP online system is granted only with the authority and rights allowed under [NDCC 19-03.5](#) and/or [NDAC 61-12](#).
- I understand that I am responsible for all use of my login and password and that I am prohibited from sharing my access information with any other individual or entity including medical assistants, staff, co-workers, healthcare providers and pharmacists.
- I understand that, my delegate(s) if applicable, and I may only request information from the PDMP system as established and allowed under [NDCC 19-03.5-03 "Access to prescription information"](#) and have reviewed and understand our access.
- I understand that patients are allowed by law to obtain a copy of their own information retained in the PDMP. Therefore, information is not to be copied and provided directly by me or by a member of my care team to patients.
- I understand that the PDMP may conduct auditing activities to monitor for unusual or potentially unauthorized use of the system and retain search history for this purpose.
- I agree to treat any information accessed as confidential and will reasonably ensure the privacy and security of the controlled substance prescription information pertaining to patients and protect against improper disclosure.
- I understand that I am required to report to the PDMP any suspected breach of the system or unauthorized access within 24 hours.
- I understand that inappropriate access and disclosure of information received from the PDMP is a violation of NDCC 19-03 and may result in criminal, civil, or administrative sanctions, including disciplinary action by the appropriate licensing board as well as undisputable revocation of database access privileges.
- I understand that the information I access from the PDMP may contain errors and omissions. Additionally, I understand that information in system reports may need to be verified before any clinical decisions are made or actions are taken.
- I understand that I may be asked additional information related to my account in order to access to the PDMP and will notify the PDMP of any changes to my account contact information within 10 business days.
- I understand that I must notify the PDMP when: my license or DEA registration has been limited, revoked, or voluntarily retired; I change employment or my employment has been terminated; or I no longer need access to the PDMP.
- I understand that I must have an active account in order to delegate access to a member of my care team. I further understand that I am responsible for the use or misuse of the information accessed by my delegates and will establish reasonable intermittent audits of their search history.
- I understand that when a delegate for any reason is no longer authorized to access the system on my behalf; I must revoke the delegation or notify the PDMP.
- I affirm that all information on this registration form is true and that all requests made pursuant to approval of this registration will be used for legitimate purposes. All data obtained from the PDMP will be treated as protected health information and handled in accordance with federal and state laws. I agree to abide by all the Terms & Conditions above.