



IMPAIRED PRACTITIONER CONSULTANT USER AGREEMENT

This Impaired Practitioner Consultant User Agreement (Agreement) is made and entered into by and between _____ hereinafter referred to as the Consultant and the Florida Department of Health, through its Prescription Drug Monitoring Program hereinafter referred to as the Department. Consultant and Department are jointly referred to as the parties.

I. Purpose of the Agency User Agreement

In accordance with sections 893.055 and 893.0551, Florida Statutes, an impaired practitioner consultant may request controlled substance prescription dispensing information (Information) from the Department's Prescription Drug Monitoring Program (PDMP). A Consultant may request information regarding a referral to or a participant under contract with an impaired practitioner program and who has separately agreed in writing to the Consultant's access to and review of such information. This Agreement sets forth the legal authority; Consultant responsibilities; and information safeguarding requirements.

II. Legal Authority

The Department's PDMP collects and maintains Information in a database pursuant to sections 893.055 and 893.0551, Florida Statutes. The Information maintained in the database is confidential and exempt from public record disclosure and may only be released to an authorized user under specified circumstances.

III. Statement of Work

A. Consultant Responsibilities:

1. Prior to executing this Agreement, the Consultant must review the "Training Guide for Impaired Practitioner Consultants" (DH 8021-PDMP, 7/2018) and complete the Certification Form, certifying that they understand the Information contained therein.
2. Upon approval of the Agreement, the Consultant will provide the Department with a list of authorized users. The Consultant may appoint up to three (3) authorized users who are employees of the approved Consultant to request and receive Information on behalf of the approved impaired practitioner program using an "Impaired Practitioner Program Authorized User Appointment" (DH8022-PDMP, 7/2016). Each authorized user must review the Training Guide for Impaired Practitioner Consultants and complete the Certification Form certifying they understand the information contained therein. A copy must be maintained on file with the Consultant for the duration of the appointment and be made available for examination upon request by the Department's PDMP Manager. The Consultant shall notify the Department's PDMP Manager or support staff by email of authorized user changes.
3. Ensure compliance with this Agreement, the Training Guide for Impaired Practitioner Consultants, and the laws and rules, including sections 893.055 and 893.0551, Florida Statutes, and Chapter 64K-1, Florida Administrative Code which govern the access, use, and dissemination of information received.

4. In the event of disclosure of confidential information, the Consultant must notify in writing the Department and the affected individual following the determination that personal information has been compromised by any unauthorized access, distribution, use, modification, or disclosure as soon as possible, but no later than one business day after making such determination. The statement to the Department must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, as provided in section 501.171, Florida Statutes, the document must contain the following: synopsis of the security breach, policy or incident report, number of affected persons, security policy, recovery steps, services offered to affected individuals, and contact information to obtain additional information regarding the breach.
5. Submit an annual attestation to the Department's PDMP Manager that the Agreement is being complied with and disclose any findings of non-compliance and actions taken to regain compliance.

B. Department Responsibilities:

1. Create a user account for Impaired Practitioner Consultant and authorized user(s).
2. Operate and maintain the electronic PDMP database, E-FORCSE®, throughout the Agreement term.
3. Maintain official copy of this Agreement.
4. Monitor the Agency's compliance with this Agreement.
5. Review and approve requests for Information within three (3) business days.

IV. Safeguarding Information

The Consultant will use and maintain the confidentiality of all information received under this Agreement in accordance with section 893.0551, Florida Statutes. To prevent inadvertent release or disclosure of the confidential and exempt information in the database, pharmacists, prescribers and dispensers should avoid downloading and printing information from the database. Information obtained under this Agreement will NOT be disclosed to any person or entity.

Consultants are prohibited from requesting Information on behalf of another Consultant, entity, or person. Any person who willfully and knowingly violates any of the provisions of this section may be found guilty of a felony which is punishable as provided in section 893.0551, Florida Statutes. The Consultant agrees to the following:

- A. Information provided will not be used for any purposes not specifically authorized by this Agreement. Unauthorized use includes, but is not limited to, requests on behalf of another Consultant, person or entity; requests not related to a legitimate purpose, personal use, and the dissemination, sharing, copying, or passing of this information to unauthorized persons.
- B. Ensure access to the Information is protected in such a way that unauthorized persons cannot review or retrieve the Information.
- C. Certify their understanding of the confidential nature of the Information. These certifications must be maintained in a current status by the Consultant and made available to the Department's PDMP Program Manager upon request.

- D. By signing the Agreement, the respective parties representatives attest to ensure the confidentiality of the Information provided will be maintained.

V. Privacy of Controlled Substance Dispensing Information

- A. All Information disseminated from the PDMP database, E-FORCSE®, in any form to any entity is considered protected health information and any and all applicable federal and state laws, including the Health Insurance Portability and Accountability Act, govern the use of it.
- B. All information provided to a consultant, entity, or individual will be labeled “CONFIDENTIAL: This information obtained from E-FORCSE® contains confidential controlled substance prescription dispensing information.”
- C. It is Consultant’s duty and responsibility to maintain the confidential and exempt status of any Information received from the Department’s PDMP.

VI. Compliance and Control Measures

- A. Internal Control Attestation.
 - 1. This Agreement is contingent upon the Consultant having appropriate internal controls over the Information used by the Consultant to protect the Information from unauthorized access, distribution, use, modification, or disclosure.
 - 2. Upon request from the Department, the Consultant must submit an attestation. The attestation must indicate that the internal controls over personal data have been evaluated and are adequate to protect the personal data from unauthorized access, distribution, use, modification, or disclosure.
- B. Misuse of Confidential Protected Health Information. The Consultant must notify in writing the Department and the affected individual following the determination that personal information has been compromised by any unauthorized access, distribution, use, modification, or disclosure, within 30 days of such determination. The statement to the Department must provide the date and the number of records affected by any unauthorized access, distribution, use, modification, or disclosure of personal information. Further, as provided in section 501.171, Florida Statutes, the document must include: synopsis of security breach, policy or incident report, number of affected persons, security policy, recovery steps, services offered to the affected individual(s), and contact information to obtain additional information.

VII. Performance Standards

The Department reserves the right to impose damages upon the Consultant for failure to comply with the performance standard requirements set forth below. Failure by the Consultant to meet the established minimum performance standards may result in the Department finding the Consultant to be out of compliance, and all remedies provided in this Agreement and under law, will become available to the Department including a corrective action plan (CAP). The CAP procedures are as follows:

- A. Corrective Action Plan
 - 1. If the Department determines that the Consultant is out of compliance

with any of the provisions of this Agreement, the Department may require the Consultant to submit a CAP within a specified timeframe. The CAP will provide an opportunity for the Consultant to resolve deficiencies without the Department invoking more serious remedies, up to and including Agreement termination.

2. In the event the Department identifies a violation of this Agreement, or other non-compliance with this Agreement, the Department will notify the Consultant of the occurrence in writing. The Department will provide the Consultant with a timeframe for corrections.
3. The Consultant will respond by providing a CAP to the Department within the timeframe specified by the Department.
4. The Consultant will implement the CAP only after the Department's approval.
5. The Department may require changes or a complete rewrite of the CAP and provide a specific deadline.
6. If the Consultant does not meet the standards established in the CAP within the agreed upon timeframe, the Consultant will be in violation of the provisions of this Agreement and will be subject to termination.

VIII. Suspension of Authorized Users Access Privileges

If the Department's PDMP Program Manager or staff becomes aware of an alleged failure to comply with this Agreement or section 893.0551(5), Florida Statutes, by the Consultant, the Department's PDMP Manager, within one business day of discovery, shall suspend the access of the Consultant and notify the Consultant of the suspension. The Consultant shall investigate the alleged compliance failure and report the findings to the Department's PDMP Manager. The Program Manager shall determine whether the Consultant's access should be reinstated. Prior to reinstatement, the Consultant must submit proof of completion of the E-FORCSE® Information Security and Privacy Training Course, within 30 days of suspension.

IX. Disclaimers of Warranty and Liability

The Department makes no claims, promises, or guarantees about the accuracy, completeness, or adequacy of the contents of this report, and expressly disclaims liability for errors and omissions in the contents of the Information provided by the Department's PDMP database. The Department's PDMP database records are based on Information submitted by pharmacies and dispensing health care practitioners.

X. Independent Contractors: The parties are independent contracts with respect to each other, and nothing contained herein will be construed to create a relationship of an employer-employee, joint venture, partnership, or association between the parties.

XI. Cooperation with Inspectors General: To the extent applicable, the Parties acknowledge and understand their duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

XII. Governing Law: The terms of this Agreement will be construed and interpreted in accordance with state of Florida law.

XIII. Entire Agreement: This four-page Agreement embodies the entire understanding between the Parties, on the subject herein.

INSTRUCTIONS: This is an adobe fillable form. Once complete, click on the “Submit Form” button in the purple box at the top of the form. Type in your email address and full name and click send.

Consultant Name	
Executive Director/Medical Director Name	Title
Phone Number	Email Address
Signature: <i>(Format for electronic signature: //John F. Doe//)</i>	Date:
Florida Department of Health- Prescription Drug Monitoring Program	
Name	Title
Phone Number	Email Address
Signature: <i>(Format for electronic signature: //John F. Doe//)</i>	Date: