



AGENCY USER AGREEMENT
between
Prescription Drug Monitoring Program
and



This Agency User Agreement (Agreement) is made and entered into by and between _____ hereinafter referred to as the Agency and the Florida Department of Health, Prescription Drug Monitoring Program hereinafter referred to as the Department, jointly referred to as the “parties.”

I. Purpose of the Agency User Agreement

In accordance with sections 893.055(5) and 893.0551(3), Florida Statutes, local, state, and federal law enforcement, the Department or its relevant health care regulatory boards, the Attorney General for Medicaid fraud cases, and medical examiners may request and receive controlled substance prescription dispensing information (Information) from the Prescription Drug Monitoring Program (PDMP). This Agreement sets forth the legal authority; agency head or designee, administrator and authorized user responsibilities; information safeguarding requirements; compliance and control measures and performance standards.

II. Legal Authority

The 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 under specified circumstances. The terms of this Agreement will be construed and interpreted in accordance with state of Florida law.

III. Statement of Work

A. Agency Responsibilities: The Agency must perform the following:

1. Designate a point of contact to function as the Agency Administrator no later than five (5) days from the date the agreement is executed and notify the PDMP Program Manager in writing.
2. Notify the PDMP Program Manager of any changes to the designated Agency Administrator immediately. Suspend the Agency Administrator’s authority to request and receive Information immediately in the event the position becomes a vacant.
3. Comply with this Agreement, the Training Guide for Law Enforcement and Investigative Agencies, located at www.eforcse.com, and the laws and rules governing the access, use, and dissemination of information received throughout the term of the Agreement.
4. Designate authorized users who may request Information on behalf of the Agency and ensure all authorized users have knowledge and proof of an active investigation prior to submitting a request.
5. Immediately update user access permissions upon separation or reassignment of users or upon discovery of negligent, improper, or unauthorized use or dissemination of information.
6. Immediately report any findings of noncompliance to the PDMP Program Manager by email to e-forcse@flhealth.gov.

B. Department Responsibilities: The Department must perform the following:

1. Operate and maintain the E-FORCSE electronic database throughout the term of this Agreement.

2. Monitor the Agency's compliance with this Agreement.
3. Review and approve requests for Information within three (3) business days.

IV. Safeguarding Information

The Agency will use and maintain the confidentiality of all information received under this Agreement in accordance with section 893.0551, Florida Statutes.

- 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 law enforcement agency, requests not related to a legitimate purpose, personal use, and the dissemination, sharing, copying or passing of this information to unauthorized persons.
- B. All authorized users under the terms of this Agreement will be instructed of, and acknowledge their understanding of, the confidential nature of the Information. This certification will be made during the E-FORCSE registration process.
- C. By signing the Agreement, the representatives of the Department and Agency, on behalf of the respective Parties attest that their respective Agency procedures will 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 in any form to any entity is considered protected health information and any applicable federal and state laws, including the Health Insurance Portability and Accountability Act (HIPAA), govern its use.
- B. Prior to an authorized user disclosing Information to a criminal justice agency, as authorized by section 893.0551(5), Florida Statutes, the authorized user should redact all Information that is not the subject of the investigation.
- C. Prior to the release of information in active investigations or pending civil or criminal litigation involving prescribed controlled substances, the Attorney General or designee must upload evidence of the trial court granting the petition or motion leading to the discovery of admissible evidence.

VI. Compliance and Control Measures

- A. Internal Control Attestation. This Agreement is contingent upon the Agency having appropriate internal controls over the Information used by the Agency to protect the Information from unauthorized access, distribution, use, modification, or disclosure. The Agency shall have an auditable, continuous chain of custody record of the transfer of confidential and exempt Information.
- B. Misuse of Confidential Protected Health Information. The Agency 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/incident report, Number of affected persons, Security policy, Recovery steps, Services offered to individuals, and Contact information to obtain additional information.

VII. Performance Standards

The Department reserves the right to impose damages upon the Agency for failure to comply with the performance standard requirements set forth below. Failure by the Agency to meet the established minimum performance standards may result in the Department finding the Agency 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:

1. If the Department determines that the Agency is out of compliance with any of the provisions of this Agreement, the Department may require the Agency to submit a CAP within a specified timeframe. The CAP will provide an opportunity for the Agency to resolve deficiencies without the Department invoking additional remedies, up to and including Agreement termination.
2. In the event the Department deems the Agency as being non-compliant with the terms of this Agreement, the Department will notify the Agency of the occurrence in writing and provide a timeframe for correction.
3. The Agency will respond to the Department's CAP within the specified timeframe for review and approval. The Department may require changes to the submitted CAP and require the Agency to resubmit it for approval.
4. The Agency will implement the CAP after receiving the Department's approval.
5. If the Agency does not meet the standards established in the CAP within the agreed upon timeframe, the Agreement may be terminated by the Department.

VIII. Terms and Terminations

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

IX. Disclaimers of Warranty and Liability

- A. 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 information provided by the PDMP database.
- B. The PDMP database records are based on Information submitted by pharmacies and dispensing health care practitioners.
- C. Records should be verified with the entity that reported the Information before any law enforcement actions are taken.

X. **Independent Contracts:** The parties to this Agreement are independent contractors 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. **Entire Agreement:** This Agreement embodies the entire agreement and understanding between the Parties, on the subject herein.

FORM 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.

Agency Name	
Agency Head 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: