

**NEW JERSEY PRESCRIPTION MONITORING PROGRAM ("NJ PMP")  
TERMS AND CONDITIONS AGREEMENT**

**WHEREAS**, N.J.S.A. 45:1-44 et seq. established a prescription monitoring program located in and administered by the New Jersey Division of Consumer Affairs in the Department of Law and Public Safety in order to monitor controlled dangerous substances ("CDS") and other substances that are dispensed in or into New Jersey by a pharmacist in an outpatient setting; and

**WHEREAS**, the New Jersey Prescription Monitoring Program ("NJ PMP") collects certain information from pharmacies regarding prescriptions issued for CDS and other substances; and

**WHEREAS**, N.J.S.A. 45:1-46.1, requires prescribers to access the PMP in certain situations; and

**WHEREAS**, the NJ PMP's contracted entity, Appriss Health, has developed PMP Gateway as a universal connector for electronic medical records ("EMR") software to integrate with the NJ PMP in order to enable a prescriber to obtain a patient report from NJ PMP directly through the EMR as opposed to the current process which requires a prescriber to access the NJ PMP website which is outside of the EMR system. The integration will require the use of PMP Gateway, an Appriss, Inc. product.

This Agreement is entered into between (insert medical group/hospital/prescriber name) ("Health Care Entity"), and **the NJ PMP**.

The Health Care Entity's EMR software company is (name of software company). NJ PMP is aware of the Gateway Agreement signed by the (Health Care Entity) and Appriss on \_\_\_\_\_. A copy of which is attached.

In addition to the provisions of the Gateway Agreement that may be applicable to the actions of the Health Care Entity's vendor, \_\_\_\_\_ and the State's software provider, Appriss, and in exchange for the NJ PMP providing the Health Care Entity with access to the NJ PMP data, the Health Care Entity shall establish and monitor compliance with policies and procedures to ensure the following:

1. Every prescriber or delegate of the prescriber within the Health Care Entity who accesses the NJ PMP through the EMR system must be registered with the NJ PMP and

comply with all requirements of the NJ PMP registration;

2. Every prescriber or delegate of a prescriber within the Health Care Entity who accesses the PMP must do so for health care decision making relating to a specific patient of the Health Care Entity in accordance with applicable law;
3. The Health Care Entity has adopted safeguards that are commercially reasonable to ensure the security of the NJ PMP information. The Health Care Entity, upon entering into this Agreement, will provide to the NJ PMP a copy of any and all written safeguards that they have implemented to ensure the security. The Health Care Entity agrees to provide to the NJ PMP administrator, within 5 business days, copies of any written changes to its safeguards;
4. The Health Care Entity regularly audits and is responsible for compliance by its employees, staff, contractors, and affiliates with the terms of this Agreement;
5. The Health Care Entity regularly audits and is responsible for compliance with all local, State, and federal laws applicable to prescription monitoring information, personal identifiable information and personal health information ("PHI") including, but not limited to confidentiality, security, and registration;
6. The Health Care Entity agrees to maintain the confidentiality of the prescription monitoring information contained within the NJ PMP by not receiving, disseminating, creating, using or disclosing the NJ PMP information except as allowed under the New Jersey State and federal Law, including the Health Insurance Portability and Accountability Act of 1996 and the federal health privacy rules set forth at 45 C.F.R. Parts 160 and 164;
7. The Health Care Entity agrees to provide timely notice to NJ PMP of any inappropriate activity pertaining to prescription monitoring information, personal identifiable information or personal health information, whether made by internal or external

individual(s) or source(s), irrespective of whether the activity was successful or not. This may include possible breaches of the PMP system, possible inappropriate access, possible inappropriate review of NJ PMP information, and/or any violations of the PMP statute, N.J.S.A. 45:1-44 et. seq., and the rules established pursuant thereto. Notice shall be provided to the NJ PMP within 24 hours and must be in writing to the Administrator of the NJ PMP. Notice shall be provided irrespective of whether the Health Care Entity is still investigating the possible inappropriate NJ PMP activity. The report shall contain the following:

- a. What data elements were involved, the extent of the data involved in the incident, and the identification of affected individuals, if applicable;
  - b. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI, or to have been responsible for the incident;
  - c. A description of where the PHI is believed to have been improperly transmitted, sent, or utilized, if applicable;
  - d. A description of the probable causes of the incident or the circumstances that allowed the breach or inappropriate activity to occur;
  - e. A description of the proposed plan for preventing similar future incidents, including an ongoing risk remediation plan; and
  - f. Whether the Health Care Entity believes any federal or state laws requiring notifications to affected individuals are triggered.
8. The Health Care Entity will coordinate with the NJ PMP to determine additional, specific actions that will be required for mitigation of the breach, which may include notification to the affected individuals,

entities or other authorities. Notifications, if any, will be made at the direction of the NJ PMP or as otherwise required by law;

9. The Health Care Entity agrees to mitigate, to the extent practicable, any harmful effect that is known to the Health Care Entity of a use or disclosure of PHI by the Health Care Entity in violation of the requirements of this Agreement, and report its mitigation activity to the NJ PMP. The Health Care Entity shall preserve evidence and cooperate with any investigation undertaken by the NJ PMP;
10. The Health Care Entity shall bear all costs associated with the incident involving PHI under its care, custody, or control that arise out of a material breach of the obligations under this Agreement. This may include, but not be limited to, costs associated with notifying affected individuals if required by law. It also may include, if required by law, the cost of investigation, remediation, and assistance to affected individuals, including services such as a standard level of credit-monitoring;
11. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq., and appropriations and the availability of funding, the NJ PMP shall be responsible, at its own expense, to defend itself against, and hereby releases the Health Care Entity for any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission by the NJ PMP, its employees, representatives, agents, independent contractors or invitees, related to this Agreement;
12. The Health Care Entity shall be responsible, at its own expense, to defend itself against, and hereby releases NJ PMP for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Health Care Entity, its employees, representatives, agents, independent contractors or invitees, related to this Agreement;

13. The Health Care Entity understands and acknowledges that this agreement only permits access, via EMR, to NJ PMP data inputted by New Jersey licensed pharmacies. Prescribers and pharmacists will not be able to access prescription monitoring information maintained by another state or jurisdiction, via the EMR system, unless the other state or jurisdiction allows access to its PMP information via the EMR system. The other state or jurisdiction may require additional agreements or impose other requirements than that of the NJ PMP in order to access its State's PMP information via the EMR system;
  
14. This Agreement shall be effective upon the signature of both parties and shall expire one year after its effective date. The Parties agree that 30 days prior to the expiration of the term, they shall review the terms and conditions. Based on this review, the parties may mutually agree to extend Agreement for one year;
  
15. Notwithstanding Paragraph 14:
  - a. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.
  
  - b. NJ PMP may terminate this Agreement if at any time it determines that the Health Care Entity has violated a material term of this Agreement. In the alternative, the NJ PMP may, at its sole discretion, take any action provided in this Agreement, may suspend this Agreement, or may allow the Health Care Entity a reasonable period of time to cure before termination, when such action is determined to be in the NJ PMP's best interest.
  
16. Upon termination or expiration of this Agreement, use of the Gateway Service will immediately cease. The Health Care Entity understands that it will no longer be permitted to access the PMP Gateway on or after the date of termination or expiration;

17. The obligations to safeguard the confidentiality, privacy and security of PHI imposed herein shall survive the termination of this Agreement;

18. All terms as used herein shall have the same meaning as in N.J.S.A. 45:1-44 et seq. and the rules established pursuant thereto. In the context of this Agreement, prescription monitoring information is defined as information from pharmacies regarding prescriptions issued for controlled dangerous substances and other substances that has been submitted to the Division of Consumer Affairs in the Department of Law and Public Safety.

The Terms and Conditions have been read and understood by the persons whose signatures appear below, and shall become effective upon execution by all Parties.

NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY

Division of Consumer Affairs

\_\_\_\_\_  
Paul R. Rodriguez  
Acting Director

\_\_\_\_\_  
Date

APPROVED AS TO FORM

GURBIR S. GREWAL  
ATTORNEY GENERAL OF NEW JERSEY

\_\_\_\_\_  
By: Sharon Joyce  
Director, NJ-CARES

\_\_\_\_\_  
Date

Health Care Entity

\_\_\_\_\_  
Name

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Date