

## MEMORANDUM OF UNDERSTANDING

### Between PDMP Registrant And CRISP (Chesapeake Regional Information System for Our Patients) Related to Access to the Prescription Drug Monitoring Program Information

1. Purpose: The purpose of this agreement is to establish the appropriate use of the Prescription Drug Monitoring Program (PDMP) through a separate, dedicated portion of the CRISP portal ("PDMP Access Point"). This agreement details the responsibilities of CRISP and the PDMP Registrant and the requirements that need to be met by the PDMP Registrant per Health-General Article, Title 21, Subtitle 2A, Annotated Code of Maryland ("PDMP Law"), and Code of Maryland Regulations (COMAR) 10.47.07 ("PDMP Regulations").
2. Background: The PDMP program is overseen by the Department of Health and Mental Hygiene (DHMH), Behavioral Health Administration (BHA) and monitors the prescribing and dispensing of drugs that contain controlled dangerous substances (CDS). CDS dispensers, including pharmacies and healthcare practitioners, are required to report to DHMH each time a CDS prescription is dispensed. This CDS information is securely stored and disclosed only to persons or agencies whose access is specifically authorized by state law ("PDMP Registrant"), including prescribers or pharmacists ("Delegators"), as well as licensed and unlicensed staff ("Delegates") of Delegators. DHMH has delegated the provision of Delegator and Delegate access to PDMP data to CRISP. This agreement is separate from any HIE Participation Agreement between CRISP and PDMP Registrant or PDMP Registrant's organization.
3. Responsibilities and Requirements:

CRISP shall provide PDMP Registrant with:

- a) Timely and secure access to the PDMP data through CRISP's web-based portal, subject to normal down-time for maintenance or circumstances beyond CRISP's control.
- b) PDMP data as reported by the dispensing person or entity. CRISP does not review or verify such data.
- c) Audits of access to ensure appropriate access to and use of PDMP data.
- d) Immediate action in suspending, pending investigation, or revoking PDMP Registrant's access to PDMP data upon discovery of a revoked or suspended license, State CDS permit or federal Drug Enforcement Administration (DEA) registration, delegate's severance of affiliation with all delegators, or other violation of this Agreement or Maryland PDMP statute or regulations, as determined by CRISP and/or the DHMH. CRISP shall provide PDMP Registrant with prompt email notification of any such suspension or revocation and may, upon a showing of cure or other satisfactory explanation, reinstate access, in the sole discretion of CRISP and/or the DHMH.

PDMP Registrant shall, as an express condition of this Agreement:

- a) Meet the requirements for accessing the PDMP as defined in COMAR 10.47.07.02 as a Delegator or Delegate.
- b) For Delegators, ensure that any Delegate has been assigned a separate user name and password, through a process established by CRISP.

- c) Delegator will ensure compliance by any Delegate with the terms of this Agreement and exercise due diligence in monitoring Delegate access to and use of PDMP data and reporting any suspected misuse as required by [COMAR 10.47.07.04A\(4\)](#). Delegator will not permit a Delegate to use Delegator's user name and password for the purpose of accessing PDMP data.
- d) Ensure that the individual for whom PDMP data is requested is currently under or requesting medical care of Delegator on whose behalf the Delegate is accessing data.
- e) Acknowledge that knowingly accessing, using or disclosing this information in violation of the PDMP Law may result in criminal prosecution or disciplinary action by the PDMP Registrant's licensing authority, where applicable.
- f) Understand that re-disclosure of PDMP data is prohibited unless intended to facilitate the treatment of the patient and is consistent with all other State and Federal laws and regulations governing the security and confidentiality of protected health information and personal medical records as per [COMAR 10.47.07.09\(D\)](#) and [COMAR 10.47.07.07](#).
- g) Acknowledge that HIPAA and all confidentiality and non-disclosure provisions of Maryland Law cover the PDMP data, and that compliance with such confidentiality laws is the responsibility of the Healthcare Provider, or Delegator.
- h) Agree that while the PDMP delivers useful data points, it does have limitations, and in some circumstances the data will be incomplete or even erroneous. PDMP Registrant should not rely on PDMP alone for consequential medical decisions, and should verify the information with the prescribers and dispensers. PDMP Registrants are solely responsible for clinical decision making, including, where deemed appropriate, consulting medical information other than PDMP data.
- i) Inform CRISP and DHMH immediately upon discovery of any misuse of the PDMP data.
- j) Inform CRISP immediately upon discovery of an expiration, suspension or revocation of a Delegate's license or termination of employment, where applicable, that warrants the suspension or revocation of PDMP access.
- k) Comply with any additional Terms of Use posted on the PDMP Access Point from time-to-time by CRISP, which Terms of Use shall be consistent with the PDMP Law, PDMP Regulations and this Agreement.
- l) PDMP Registrant must provide documentation requested by CRISP in connection with any audit of compliance with this Agreement, including access to and use of PDMP data by a Healthcare Provider, and compliance with the terms of this Agreement by any Delegate.
- m) To the extent that PDMP Registrant is an employee or contractor of a healthcare organization, PDMP Registrant represents that he/she has permission to enter into this Agreement and that healthcare organization will cooperate with any audit of Delegator's and any Delegate's compliance with this Agreement.