



**NABP**

National Association of  
Boards of Pharmacy

1600 Feehanville Dr  
Mount Prospect, IL 60056

1.847.391.4406  
help@nabp.pharmacy

**TO:** Executive Officer – \_\_\_\_\_ Board of Pharmacy

**RE:** Letter of Agreement – Clearinghouse and **NPDB**

The National Practitioner Data Bank (NPDB) was established pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (Act), and requires certain Board of Pharmacy (Board) information to be reported to the NPDB. To support this reporting, NPDB created a “reporting agent” designation that permits a Board to authorize a third party to act as the reporting agent to NPDB. The National Association of Boards of Pharmacy® (NABP®) is willing to act as the NPDB reporting agent for the Board if the Board wishes to voluntarily engage these services as described in this Letter of Agreement (Agreement).

As NABP collects and provides essentially the same data through the NABP Clearinghouse program, the Association offers to report final adverse actions to NPDB as the authorized agent of those boards of pharmacy that wish to engage such services. The reporting will be provided at no charge to participating boards and will be made under the terms and conditions of this Agreement.

The primary responsibility for reporting adverse actions to the NPDB within the required time limits rests with the boards. Boards are responsible for the information submitted to NABP, including its accuracy and completeness. NPDB officials advise that reports that are submitted with insufficient information will be rejected and emphasize the necessity for full compliance.

References to the Code of Federal Regulations (CFR) are set forth below to help the Board and Board Counsel in determining the information that must be supplied to the NPDB and the time restrictions for submitting the data.

The Board agrees to:

1. Timely submit to NABP all final adverse actions as defined in the Act and applicable rules (45 CFR Section 60.1, *et seq*), along with the accompanying data as required under the Act and rules (see, in particular, 45 CFR, part 60, Sections 60.1, 60.2, 60.3, 60.5, and 60.9).
2. Submit to NABP all reporting errors, omissions, revisions, and whether the action is on appeal (45 CFR, part 60, Section 60.6).
3. Grant permission, when requested, to NPDB to release all actions, as described in paragraphs 1 and 2, submitted by the Board prior to the date of last signature below. Release of these actions

provides an adverse action history that can be synced between NPDB and the NABP Clearinghouse.

4. Notify NABP on a monthly basis if no actions, as described under paragraphs 1 and 2, have been taken against any licensees within its jurisdiction during the previous month.
5. Timely renew and maintain its NPDB Data Bank ID every two (2) years on the NPDB website. In the event that the Board fails to timely renew its Data Bank ID, the Board shall immediately notify NABP of such non-renewal.

NABP will:

1. Submit to the NPDB in a timely manner, under the electronic format required by NPDB, the information submitted by the Board as described in paragraphs 1 and 2 above.
2. Inform the Board of any rejections of reports when so required by NPDB.
3. Be the liaison between NPDB and the Board to help the Board successfully complete all submission requirements for the NPDB compliance audits.

In consideration of NABP providing services to the Board through the NABP Clearinghouse program and acting as the Board agent in regard to the NPDB, the Board authorizes NABP to use the data submitted under this Agreement in programs of the Association in furtherance of NABP's purposes to aid boards of pharmacy in carrying out their duties and responsibilities to protect public health. This includes, but is not limited to, the use of these data in regard to the maintenance of the NABP Clearinghouse that may be used by the boards for the purpose of determining eligibility for licensure transfer.

The \_\_\_\_\_ Board of Pharmacy hereby designates NABP as its authorized agent for purposes of reporting final adverse actions and corrections to the NPDB, as set forth in this Agreement, and agrees to abide by the terms and conditions of this Agreement and applicable law.

\_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lemrey "Al" Carter, PharmD, MS, RPh  
Executive Director/Secretary

\_\_\_\_\_  
Date