

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

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

The National Practitioner Databank (NPDB) was established pursuant to the Health Insurance Portability and Accountability Act of 1996 (Act).

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 who 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 Letter of 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 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 that:

1. It will timely submit to NABP all final adverse actions as defined in the Act and 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. It will submit to NABP all reporting errors, omissions, revisions, and whether the action is on appeal (45 CFR, part 60, Section 60.6).

NABP will:

1. Submit to the NPDB in a timely manner, under the electronic format required by NPDB, the information submitted by the Board.
2. Advise the Board of any rejections of reports when so advised 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 our Board services through the NABP Clearinghouse program and/or acting as the Board agent in regard to the NPDB, the Board authorizes NABP to use the data submitted under this Letter of 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 the public health and welfare. This includes, but is not limited to, the use of this data in regard to the maintenance of the NABP Clearinghouse 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 to the NPDB and agrees to abide by the terms and conditions of this letter and applicable law.

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Title

\_\_\_\_\_

Date

\_\_\_\_\_

Lemrey "Al" Carter  
Executive Director/Secretary

\_\_\_\_\_

Date