

**SOUTH CAROLINA  
DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL  
CONTROLLED SUBSTANCES REGISTRATION VERIFICATION DATA**

**TERMS OF USE**

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These Terms of Use govern access by Data User identified below to certain web accessible Controlled Substances Registration Verification information (herein referred to as “Active Registry”) developed and maintained by the South Carolina Department of Health and Environmental Control (“DHEC”), a South Carolina state government agency located at 2600 Bull Street, Columbia, South Carolina 29201 as authorized by S.C. Code Section 44-53-300. This Terms of Use becomes effective when the Data User is granted access.

ACCESS TO THIS ACTIVE REGISTRY IS PROVIDED AS A COURTESY. THIS IS NOT A CONTRACT. THESE TERMS OF USE DO NOT CREATE ANY RIGHTS FOR DATA USER OR IMPOSE ANY OBLIGATIONS ON DHEC.

**I. PURPOSE AND AUTHORIZED USES**

- A.** The Controlled Substances Registration Verification is a statewide, computerized database of the controlled substances registration of facilities and providers registered in South Carolina.
- B.** The purpose of this Terms of Use is to facilitate access to the Active Registry, which contains certain Controlled Substances Registration Verification data collected and maintained by the DHEC Healthcare Quality Division to enable the Data User to determine, or provide access to determine, in an efficient and cost-effective manner whether a facility or provider is authorized by his/her registration to manufacture, distribute, or dispense a particular controlled substance.
- C.** The Active Registry is not the official version. Real time Controlled Substances Registration Verification information is available on DHEC’s website.
- D.** The data provided pursuant to this Terms of Use may be used for controlled substances registration verification only. Every other use is prohibited.
- E.** Pursuant to S.C. Code 30-2-50, obtaining or using public records or personal information obtained from a state agency, including the Active Registry data, for commercial solicitation directed to any person in the State of South Carolina is prohibited. Any solicitation to persons outside South Carolina is also prohibited.
- F.** Data User also agrees not to sell the Active Registry data or conduct data mining.
- G.** The Active Registry is secured by an agency-issued user identification and password. A password is required for each Data User to log in and access the Active Registry data. Access is controlled by the DHEC Healthcare Quality Division and is restricted to authorized entities for purposes of verifying a facility or provider is authorized to manufacture, distribute, or dispense one or more controlled substances.

## II. STATUTORY AUTHORITY AND JUSTIFICATION FOR DATA RELEASE

- A. Section 44-53-290 of the South Carolina Code of Laws requires a person who manufactures, distributes or dispenses any controlled substance or who proposes to engage in the manufacture, distribution or dispensing of any controlled substance must obtain a registration issued by DHEC. S.C. Code Ann. Section 44-53-300 requires DHEC to register an applicant to manufacture, distribute, or dispense controlled substances included in Schedules I - V if it determines that the issuance of such registration is consistent with the public interest.
- B. DHEC has determined that the limited sharing of data with Data User described below is in compliance with the statutory and regulatory requirements for disclosure and use of such data.

## III. DEFINITIONS

- A. **Authorized User** means an individual employee or agent of Data User who is permitted to access DHEC Data on behalf of Data User.
- B. **Data User** is the other party identified in the first paragraph on this Terms of Use. Data User must sign up with a business email address.
- C. **DHEC Data** or Active Registry means the data elements identified in Section VI of this Terms of Use and includes information on active registrants only.

## IV. TERM

These Terms of Use shall remain in effect at all times when Data User or Data User's employees or agents have access to the Active Registry data, unless otherwise amended or suspended or terminated as provided below.

## V. TERMINATION

- A. DHEC may suspend or terminate Data User's access to the Active Registry immediately upon written notice for cause, default, or negligence on the part of the Data User or for material breach of this Terms of Use by Data User. This includes, but is not limited to: a) violation of any of these Terms of Use or of DHEC statutes and regulations; or b) improper access to or use of the Active Registry by Data User or Data User's employees or agents. Termination shall not affect the restrictions of this Terms of Use on use and disclosure of information or Data User's obligations in case of unauthorized use or disclosure, which shall survive termination. DHEC may, at its option, allow Data User a reasonable time to cure the default before termination.
- B. If funds are not appropriated or otherwise available to DHEC to fund activities under this Terms of Use, it shall terminate upon written notice to Data User without any further obligation by DHEC. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Terms of Use.
- C. DHEC may terminate this Terms of Use for any other reason by providing Data User

thirty (30) calendar days written notice of termination.

## **VI. DESCRIPTION**

- A.** Certain DHEC Data on active registrants in the Controlled Substances Registration Verification will be made available. The Active Registry will include the following data fields:
1. Practitioner name and Professional license type
  2. Practitioner's practice name when available
  3. Office address (city, state, zip) IF publicly displayed on DHEC's website
  4. Controlled substance registration number
  5. Registration issue date
  6. Registration expiration date
  7. Drug schedule
- B.** The Active Registry provided to Data User will include active registrants' data only. No data will be provided on inactive or expired registrants.
- C.** DHEC will transmit Active Registry data into a comma delimited text file with read-only rights to be available to Data User on a nightly basis in a secure manner using a Secure File Transfer Protocol connection except as stated in VI.F.
- D.** DHEC will provide Data User access to download the Active Registry data in machine-readable format.
- E.** DHEC will remove the prior text file nightly.
- F.** DHEC is not obligated to transmit Active Registry data nightly when impracticable or system or technical difficulties occur. This determination is in DHEC's sole discretion.

## **VII. SCOPE OF RESPONSIBILITIES**

### **A. Data User**

Data User agrees to:

1. Provide and maintain appropriate internet service and computer systems required for Active Registry access.
2. Ensure that Data User and Data User's employees and agents with access to the Active Registry review this Terms of Use and any instructions provided by DHEC on the proper use of the Active Registry before gaining access to the Active Registry, and as required by DHEC for continued access.
3. Ensure that the Active Registry data is not accessed or disclosed by any of Data User's employees or agents except for the Purposes and Authorized Uses in Section I of this Terms of Use.
4. Immediately notify DHEC Healthcare Quality Division upon learning of any actions

of an employee or agent that may constitute breach of these Terms of Use, including but not limited to unauthorized access, sharing identification access or passwords, or improper disclosure of Active Registry data.

5. Immediately notify DHEC Healthcare Quality Division if there is any reason to believe that the security of any user's access identification and password has been compromised.
6. Notify DHEC Healthcare Quality Division within ten (10) business days after an employee or agent who is an Authorized User leaves employment or is no longer authorized to access the Active Registry on behalf of the Data User.
7. Notify DHEC Healthcare Quality Division if the Data User no longer requires or needs Active Registry access.
8. Obtain express written authorization from the Director of DHEC Healthcare Quality Division prior to compiling any aggregate data or statistics from the Active Registry.
9. Assist DHEC as requested to investigate and mitigate potential harm resulting from any improper or unauthorized disclosure.
10. Direct all questions regarding proper use of the Active Registry data, disclosure of Active Registry data, or response to possible breaches or misuse of the Active Registry to the DHEC Healthcare Quality Division.

## **VIII. NOTICE**

All notices under this Terms of Use may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail (postage prepaid, return receipt requested), or FedEx or other common express delivery service, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery service.

Director, Bureau of Drug Control  
South Carolina Department of Health and Environmental Control  
Healthcare Quality Division  
2600 Bull Street  
Columbia, South Carolina 29201  
Fax: 803-896-0627  
Email: bdc@dhec.sc.gov

The Data User contact information used in their access request will constitute the Data User's NOTICE information.

## **IX. TERMS AND CONDITIONS**

- A.** Unless otherwise indicated in this Terms of Use, the Standard Terms and Conditions in Exhibit A apply and are incorporated by reference.

## **CERTIFICATION AND ACCEPTANCE**

Data User agrees by requesting access to the Active Registry they have read and accept these Terms of Use.

I certify that I am a healthcare facility or provider, or making Active Registry data available solely to healthcare facilities or providers or other Data User approved by DHEC to access the Active Registry or I am in direct support of, have authority to bind, and make this certification and acceptance of behalf of the healthcare facility or provider or other approved Data User.

I certify that I will use the statewide Controlled Substances Registration Verification data that is made available (“Active Registry”) solely to verify controlled substances registration to promote operational efficiency as or for other purposes approved in writing by DHEC.

I certify that I understand access to the Active Registry is to be limited to only those persons in my employ who require access. Employees granted access by the State will be monitored. Employees who fail to comply with the Terms of Use or fail to access the Active Registry (i.e. log on) at a minimum of every 45 days will have their access suspended or terminated.

I certify that I understand that access to the Active Registry implies that I will use the Controlled Substances Registration Verification data that is made available as authorized under these Terms of Use.

## **EXHIBIT A STANDARD TERMS AND CONDITIONS**

### **A. DATA OWNERSHIP**

DHEC grants to Data User and Authorized Users a non-exclusive and non-transferable authorization to access DHEC Data and to use it solely for the purposes expressly authorized herein during the Terms of Use. No other use is permitted under this Terms of Use. At all times throughout the term of this agreement and after its termination, DHEC shall maintain ownership of the data it makes available in connection with this Terms of Use. Other than as is expressly stated in this agreement, nothing herein grants Data User, any Authorized User, or any third party any rights, title, or interest to/in such data.

### **B. NO WARRANTY AND DISCLAIMER OF LIABILITY**

DHEC provides data on an “as is” basis and makes no claims or warranty to the accuracy or completeness of DHEC Data and undertakes no responsibility to discover errors.

DHEC SHALL HAVE NO LIABILITY TO DATA USER OR ITS AGENTS OR EMPLOYEES FOR ANY CLAIMS, DEMANDS, EXPENSES, DAMAGES, LIABILITIES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH DATA USER’S USE OF THE REGISTRATION DATA OR USE OF INFORMATION OBTAINED FROM THE DATABASE, OR FROM ANY INACCURACY IN ANY OF THE INFORMATION CONTAINED IN THE DATABASE. DHEC SHALL HAVE NO LIABILITY TO DATA USER OR ITS AGENT OR EMPLOYEES FOR ANY DAMAGE OR CORRUPTION TO DATA USER’S COMPUTER HARDWARE, SOFTWARE, SYSTEMS, OR DATA ARISING FROM DATA USER’S ACCESS TO AND USE OF THE REGISTRATION DATA.

**C. GEOGRAPHIC LOCATION**

Data User shall not transmit, store, process, backup or replicate any DHEC Data, either in whole or part, outside the contiguous United States.

**D. CHOICE OF LAW/DISPUTES**

The Agreement, any dispute, claim or controversy relating to the Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. All disputes, claims or controversies relating to the Agreement shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division.

1. DHEC may terminate immediately upon written notice for cause, default, or negligence on the part of the Data User or for material breach of this Agreement by Data User.

**E. SEVERABILITY**

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.