

**MEMORANDUM OF AGREEMENT  
BETWEEN VIRGINIA DEPARTMENT OF HEALTH  
AND  
\_\_\_\_\_ IN VIRGINIA  
FOR EMERGENCY MEDICAL COUNTERMEASURES**

**I. PARTIES TO THE AGREEMENT:** This Memorandum of Agreement (MOA) is entered into by  
<legal pharmacy name/company> \_\_\_\_\_  
<address> \_\_\_\_\_  
hereinafter called the “Pharmacy” and the Commonwealth of Virginia through the Department of Health, 109 Governor Street, Richmond, Virginia 23219, hereinafter called the “Department”.

**WHEREAS,** the Department must effectively respond to all hazards, including bioterrorism, infectious disease outbreaks and other public health emergencies occurring in the state of Virginia.

**WHEREAS,** the Pharmacy desires to aid and assist with agreed upon emergencies;

**THEREFORE,** in consideration of their respective undertakings, the Department and the Pharmacy hereby covenant and agree to the following terms.

**II. PERIOD OF AGREEMENT:** This agreement shall be in effect for five years from the execution of the last authorized signature. Further, this agreement maybe renewed upon written agreement of both parties for four successive five-year periods under the terms of the current agreement. Either party may provide the other with written notice of its intention to terminate within 90 days prior to the expected termination date.

**III. PURPOSE:** The purpose of this agreement is to establish partnerships between the Department and Virginia pharmacies. The Department realizes that pharmacies play a key role in taking care of the citizens the Commonwealth of Virginia. Further, the Department recognizes that citizens would turn to their familiar, trusted pharmacy for emergency medical countermeasures (MCM), i.e., vaccines, antivirals, and antibiotics. The two parties working together would improve readiness through collaboration, preparing, and planning. The Department wants to partner with pharmacies now, so that pharmacies shall have access to emergency preparedness resources before, during and after an incident or event.

**IV. SCOPE OF SERVICES:**

The Department is focusing on readiness preparation for four different types of emergencies involving MCMs. Preparing and planning for these emergencies comprehensively, would enable us to handle other potential incidents/events as well.

**A. Pharmacy agrees to participate in a Pandemic Influenza Vaccine Emergency Response Network \_\_\_\_\_ (initial)**

The Department shall:

1. Assist the Pharmacy with developing their internal plans and policies to prepare for an emergency dispensing operation. Assist the Pharmacy with training and exercises.
2. Share information with the Pharmacy authorized representative. The Department will share situational reports and give updates of when MCM deliveries will be shipped.
3. Manage public information activities and publicly acknowledge the Pharmacy as a source.
4. Receive vaccine assets and distribute assets to the Pharmacy.
5. Manage all the Pharmacy allocation and replenishment orders.
6. Provide a standing order including detailed guidelines for dispensing.
7. Provide statewide consistent medical screening form(s) to the Pharmacy.
8. Provide educational materials to the Pharmacy for patients. Materials will be located on the external VDH website for the Pharmacy to access and download.
9. Provide arrangements or directives for retrieval or disposal of unused vaccines.

The Pharmacy shall:

1. Maintain required federal, state and local licenses and/or certification for the contract period.
2. Develop internal plans, policies, and training for dispensing and administration of emergency vaccines. The Pharmacy is encouraged to participate in exercises.
3. Share information with the Department authorized representative. Specifics for submission of administration data to VIIS are detailed in #11. In addition, basic information (non HIPPA) will be requested by the Department regarding the number of doses administered per week and the remaining doses on hand.
4. Follow and adhere to guidance on vaccine prioritization and other guidance from the Department and the Center for Disease Control and Prevention (CDC).
5. Sign the Vaccine Provider Agreement Form if required by the CDC.
6. Ensure all vaccine providers are appropriately certified/properly trained to administer vaccinations.
7. The Pharmacy is prohibited from selling the vaccine and ancillary supplies to third parties.
8. Use the screening form provided by the Department. The Pharmacy shall provide educational materials from the Department to each individual receiving the vaccination. The Pharmacy shall also provide patients with an individual shot card for personal documentation. Materials will be located on the external VDH website for the Pharmacy to access and download.
9. Assess the vaccination dose status of an individual before administration of the vaccine.
10. Administer the vaccine via the appropriate route based on the CDC guidelines utilizing the correct vaccine adjuvant if necessary.
11. Submit the administration data for the week prior to the Virginia Immunization Information System (VIIS) by 8:00am each Monday. VIIS data element requirements are set forth in Va. Code Section 32.1-46.01 and in 12 VAC 5-115. *Patient immunization information shall include, but is not limited to, the type of immunization administered using industry standards such as vaccine groups, Health Level 7 codes, or Current Procedural Terminology codes; date the immunization was administered; identity of the health care provider who administered the vaccine; manufacturer; trade name; lot number; and, if present, any contraindications or religious or medical exemptions 12 VAC5-116-60.* Currently within VIIS, every vaccine dose is linked to the organization that entered it into the registry and therefore, the specific provider name can be obtained by contacting the organization. If an adjuvant will be required along with the vaccine; a permanent office log or manual documentation within VIIS will be necessary

for the adjuvant manufacture and lot number. VIIS intends to retain the immunization records indefinitely. Medical records must be made available as requested by the state or local health department to the extent authorized by law. Further, data submitted to VIIS must additionally include all core elements as required for VIIS submission for seasonal influenza vaccine administration as designated by STATE and/or the Association of Immunization Registries of America's (AIRA) core elements (<https://www.cdc.gov/vaccines/programs/iis/core-data-elements.html>). All data submission shall comply with the Health Insurance Portability and Accountability Act (HIPAA), as applicable and any applicable Virginia law.

12. The Pharmacy shall not bill the patients' health insurance plans, or other third party payers for the cost of the vaccines or ancillary supplies provided by the Department. The vaccine shall be supplied free of charge to the patients. The pharmacy is encouraged to administer vaccine to all patients seeking the vaccine in their stores.
13. May be allowed to charge a vaccine administration fee to the patient's health insurance plan, or other third party payer. The administration fee cannot exceed the regional Medicare/Medicaid vaccine administration fee.
14. Utilize the Emergency Prescription Assistance Program (EPAP) if enacted by the Federal Government for use during a Pandemic Influenza response. Eligible individuals are those without third party prescription coverage within the pandemic declared locale. The Pharmacy may submit an administration fee for eligible EPAP individuals who receive the vaccine.  
<https://www.phe.gov/Preparedness/planning/epap/Pages/default.aspx>
15. Report any vaccine adverse events following vaccination to the Vaccine Adverse Event Reporting System. 1-800-822-7967, <http://vaers.hhs.gov/contact.htm>
16. Properly handle and store vaccines following CDC/FDA guidelines. The Pharmacy shall safeguard the vaccines from damage, theft or loss. Vaccines from the Department must be physically kept separate from the Pharmacy's inventory.
17. Secure any unused vaccine until a time when the Department can provide arrangements or directives for retrieval or disposal.

**B. Pharmacy agrees to participate in an Antiviral Emergency Response Network**  
**\_\_\_\_\_ (initial)**

The Department shall:

1. Assist the Pharmacy with developing their internal plans and policies to prepare for an emergency dispensing operation. Assist the Pharmacy with training and exercises.
2. Share information with the Pharmacy authorized representative. The Department will share situational reports and give updates of when MCM deliveries will be shipped.
3. Manage public information activities and publicly acknowledge the Pharmacy as a source.
4. Receive antiviral assets and distribute the assets to the Pharmacy.
5. Manage all the Pharmacy allocations and replenishment orders.
6. Maintain a partnership with Virginia Department of Medical Assistance Services (DMAS) regarding the system established for tracking and reimbursement. Reimbursement shall be contingent upon receipt of funding from federal and/or state resources.
7. Reimburse the Pharmacy, not to exceed the prevailing Medicaid Dispensing Fee for each antiviral medication dispensed, should funding become available.
8. Maintain a partnership with DMAS regarding the call center established to handle pharmacists question about the tracking and reimbursement system.
9. Provide educational materials to the Pharmacy for patients. Materials will be located on the external VDH website for the Pharmacy to access and download.
10. Provide arrangements or directives for retrieval or disposal of unused antivirals.

The Pharmacy shall:

1. Maintain required federal, state and local licenses and/or certification for the contract period.
2. Develop internal plans, policies, and training for dispensing and administration of emergency antivirals. The Pharmacy is encouraged to participate in exercises.
3. Share information with the Department authorized representative. In addition, basic information (non HIPPA) will be requested by the Department regarding the number of doses dispensed per week and the remaining doses on hand.
4. The Pharmacy is prohibited from selling the antivirals to third parties.
5. Dispense in accordance with regulations in effect at the time of dispensing.
6. The pharmacy shall not bill the patients' health insurance plans, or other third party payers for the cost of the antivirals provided at no cost to the Pharmacy by the Department. The antivirals shall be supplied free of charge to the patients.
7. Utilize the DMAS system for tracking and reimbursement established by the Department.
8. Utilize the DMAS call center for questions regarding the DMAS tracking and reimbursement system established by the Department.
9. Properly handle and store antivirals following CDC/FDA guidelines. The Pharmacy shall safeguard them from damage, theft or loss. Antivirals from the Department must be physically kept separate from the Pharmacy's inventory.
10. Secure any unused antivirals until a time when the Department can provide arrangements or directives for retrieval or disposal.

**C. Pharmacy agrees to participate in an Anthrax Emergency Response Network**  
**(50-day supply activity) \_\_\_\_\_ (initial)**  
**Vaccinations for post-exposure (PE) \_\_\_\_\_ (initial)**

The Department shall:

1. Assist the Pharmacy with developing their internal plans and policies to prepare for an emergency dispensing operation. Assist the Pharmacy with training and exercises.
2. Share information with the Pharmacy authorized representative. The Department will share situational reports and give updates of when MCM deliveries will be shipped.
3. Manage public information activities and publicly acknowledge Pharmacy as a source.
4. Receive antibiotic and vaccine assets and distribute these assets to the Pharmacy.
5. Manage all the Pharmacy allocations and replenishment orders.
6. Establish a professional system for tracking oral medications dispensed and vaccines administered.
7. Dispensing fee and administration fee reimbursement shall be contingent upon receipt of funding from federal and/or state resources.
8. Reimburse the Pharmacy, not to exceed the prevailing Medicaid Dispensing Fee for each 50-day supply of antibiotic medication dispensed, should funding become available.
9. Provide statewide consistent medical screening forms to the Pharmacy.
10. Provide educational materials to the Pharmacy for patients. Materials will be located on the external VDH website for the Pharmacy to access and download.
11. Provide arrangements or directives for retrieval or disposal of unused pharmaceuticals.

The Pharmacy shall:

1. Maintain required federal, state and local licenses and/or certification for the contract period.
2. Develop internal plans, policies, and training for dispensing and administration of emergency pharmaceuticals. The Pharmacy is encouraged to participate in exercises.
3. Share information with the Department authorized representative. In addition, basic information (non HIPPA) will be requested by the Department regarding the number of doses dispensed/administered per week and the remaining MCM on hand.
4. Utilize the Department's established system for tracking and reimbursement and/or the Pharmacy shall submit proof to the Department of dispensing using a spread sheet as a backup. Reimbursement for a dispensing fee shall be contingent upon receipt of funding from the federal and/or state resources.
5. The Pharmacy is prohibited from selling the antibiotic, vaccine, and ancillary supplies to third parties.
6. The Pharmacy shall not bill the patients' health insurance plans, or other third party payers for the cost of the pharmaceuticals provided by the Department. The antibiotics and vaccines shall be supplied free of charge to the patients.
7. Properly handle and store pharmaceuticals following CDC/FDA guidelines. The Pharmacy shall safeguard them from damage, theft or loss. Pharmaceuticals from the Department must be physically kept separate from the Pharmacy's inventory.
8. Secure any unused pharmaceuticals until a time when the Department can provide arrangements or directives for retrieval or disposal.
9. Follow and adhere to guidance of the Department and CDC for pharmaceuticals, i.e., antibiotics and vaccines. The Pharmacy shall dispense in accordance with regulations in effect at the time of the dispensing.

I. 50-day supply activity

- A. Screen and dispense within the second phase antibiotics to individuals (50-day supply) as guidelines specify.
- B. Utilize the Department's established system for tracking and reimbursement and/or the Pharmacy shall submit proof to the Department of dispensing using a spread sheet as a backup. Reimbursement for a dispensing fee shall be contingent upon receipt of funding from the federal and/or state resources.

II. Vaccinations for post-exposure

- A. Ensure all vaccine providers are appropriately certified/properly trained to administer vaccinations.
- B. Screen and administer vaccination in accordance with guidance from the Department/CDC on vaccine prioritization.
- C. Assess the vaccination status of an individual before administration of the vaccine.
- D. Use the screening form provided by the Department. The Pharmacy shall provide educational materials from the Department to each individual receiving the vaccination. The Pharmacy shall also provide patients with an individual shot card for personal documentation. Materials will be located on the external VDH website for the Pharmacy to access and download.
- E. Administer the vaccine via the appropriate route utilizing the correct vaccine adjuvant if necessary.
- F. Utilize the Department's established system for tracking and/or the Pharmacy shall submit proof to the Department of dispensing using a spread sheet as a backup.
- G. May be allowed to charge a vaccine administration fee to the patient's health insurance plan, or other third party payer. The administration fee cannot exceed the regional Medicare/Medicaid vaccine administration fee.
- H. Utilize the Emergency Prescription Assistance Program (EPAP) if enacted by the Federal Government for use during an Anthrax exposure response. Eligible individuals are those without third party prescription coverage within the Anthrax exposed locale. The Pharmacy may submit an administration fee for eligible EPAP individuals who receive the vaccine.

<https://www.phe.gov/Preparedness/planning/epap/Pages/default.aspx>

**D. Pharmacy agrees to participate in a Natural Disaster Emergency Response Network  
\_\_\_\_\_ (initial)**

The Department shall:

1. Coordinate services for displaced individuals needing essential pharmaceuticals for acute conditions, maintenance medications, and limited durable medical equipment based on the Emergency Prescription Assistance Program (EPAP) formulary.  
<https://www.phe.gov/Preparedness/planning/epap/Pages/formulary.aspx>
2. Assist the Pharmacy with their roles and responsibilities during an activity, such as a mass care situation.
3. Assist the Pharmacy with training and exercises.
4. Share information with the Pharmacy authorized representative. The Department will share situational reports.
5. Manage public information activities.

The Pharmacy shall:

1. Maintain required federal, state and local licenses and/or certification for the contract period.
2. Develop internal plans and policies for emergency operations. The Pharmacy is encouraged to participate in exercises.
3. Share information with the Department authorized representative. In addition, basic information (non-HIPPA) will be requested by the Department regarding EPAP and non-eligible EPAP dispensing.
4. Utilize the EPAP if enacted by the Federal Government for use during a natural disaster. Eligible individuals are those without third party prescription coverage within the disaster locale. EPAP covers a formulary of essential pharmaceuticals for acute conditions, maintenance medications, and limited durable medical equipment (DME) at no charge to eligible patients. A written prescription, electronic prescription, or prescription bottle are required for filling and dispensing.
5. Coordinate pharmacy services for displaced individuals who are transported to the pharmacy from the shelter or provide mobile pharmacies to the shelter.

**V. REIMBURSEMENT AND METHOD OF PAYMENT:** Reimbursement is contingent upon receipt of funding from federal and/or state resources. Method of payment shall be determined by the Department contingent upon receipt of Federal and/or State funding.

**VI. TERMS AND CONDITIONS:**

**A. AUDIT:**

The Pharmacy shall retain all books, records, and other documents relative to this agreement for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The Department, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

**B. APPLICABLE LAWS AND COURTS:**

This contract agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Department and the Pharmacy are encouraged to resolve any issues in controversy arising from the

award of the agreement or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, §2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The Pharmacy shall comply with all applicable federal, state and local laws, rules and regulations.

**C. AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

**D. CANCELLATION OF AGREEMENT:**

The Department reserves the right to cancel and terminate this MOA upon 30 days written notice to the Pharmacy. The Pharmacy reserves the right to cancel and terminate this MOA upon 30 days written notice to the Department. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

**E. CHANGES TO THE AGREEMENT:**

The parties may agree in writing to modify the scope of the Memorandum of Agreement.

**F. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:**

The Pharmacy assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and will be divulged only in accordance with federal and state law. Pharmacies who utilize, access, or store personally identifiable information as part of the performance of an agreement are required to safeguard this information and immediately notify the Department of any breach or suspected breach in the security of such information.

**G. IMMIGRATION REFORM AND CONTROL ACT OF 1986:**

By entering into a written agreement with the Commonwealth of Virginia, the Contractor certifies that the Pharmacy does not, and shall not during the performance of the agreement for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**J. RENEWAL OF AGREEMENT:**

This agreement may be renewed by the Commonwealth upon written agreement of both parties for four successive five-year periods, under the terms of the current agreement.

**K. CONFIDENTIALITY OF HEALTH RECORDS:**

By signature on this agreement, the Pharmacy agrees to comply with state and federal health records privacy laws, including the Health Records Portability and Accountability Act ("HIPAA").



**L. ANTI-DISCRIMINATION:**

By signing this agreement contractors certify to the Commonwealth that they shall conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the agreement on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that agreement with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

1. During the performance of this agreement, the Pharmacy agrees as follows:
  - a. The Pharmacy shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The Pharmacy, in all solicitations or advertisements for employees placed by or on behalf of the contractor, shall state that such contractor is an equal opportunity employer.
  - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

**M. PAYMENT:**

Reimbursement is contingent upon receipt of funding from federal and/or state resources. Method of payment shall be determined by the Department contingent upon receipt of Federal and/or State funding.

**N. ASSIGNMENT OF AGREEMENT:**

An agreement shall not be assignable by the Pharmacy in whole or in part without the written consent of the Commonwealth.

**O. INSURANCE:**

By signing this agreement, the Pharmacy certifies it shall have the following insurance coverage at the time the agreement is awarded. The Pharmacy further certifies that the contractor and any subcontractors shall maintain this insurance coverage during the entire term of the agreement and that all insurance coverage shall be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Health Care Practitioner - \$2,300,000 per occurrence, \$4,250,000 aggregate (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)

(Limits increase each July 1 through fiscal year 2031, as follows per Code of Virginia § 8.01-581.15.)

*July 1, 2017, through June 30, 2018 \$2.30 million*

**P. WHISTLEBLOWER PROTECTIONS:**

Congress has enacted the whistleblower protection statute 41 U.S.C. Section 4712 to encourage employees to report fraud, waste, and abuse without repercussions. This statute applies to all employees working for contractors, grantees, subcontractors, and sub grantees in accordance with this agreement. All contractors, grantees, sub grantees, and subcontractors for federal grants and contracts are required to:

1. Inform their employees in writing of the whistleblower protections under 41 U.S.C. Section 4712 in the predominant native language of the workforce, to include the specific requirements of the statute, and
2. Include this term and condition in any agreement made with a subcontractor or sub grantee.

The employees' rights under 41 U.S.C. Section 4712 shall survive termination of this agreement.

**Q. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

A Pharmacy organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contact with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**R. NONDISCRIMINATION OF CONTRACTORS:**

A Pharmacy shall not be discriminated against in the award of this agreement because of race, religion, sexual orientation, gender identity, color, sex, national origin, age, political affiliation, disability, veteran status, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the vendor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific agreement is not in its best interest. If the award of this agreement is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this agreement objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative Contractor.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed intending to be bound thereby. This Memorandum of Agreement becomes effective on the date of the last signature.

**Please print the legal PHARMACY name**

\_\_\_\_\_

**VIRGINIA DEPARTMENT OF HEALTH**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Robert P. Mauskapf

Title: \_\_\_\_\_

Director, Office of Emergency Preparedness

Date: \_\_\_\_\_

Date: \_\_\_\_\_

FEIN#: \_\_\_\_\_

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status or any other basis prohibited by state law relating to discrimination in employment.