

# WASHINGTON STATEWIDE PHARMACY-LOCAL HEALTH JURISDICTION

## MEMORANDUM OF UNDERSTANDING

This Washington Statewide Pharmacy-Local Health Jurisdiction Memorandum of Understanding (“MOU”) is made and entered into by the signatory Health Department or signatory Health District, or signatory County within the State of Washington that operates a public health department or division within its county government, (“Local Health Jurisdiction” or “LHJ”) and each signatory pharmacy entity licensed in the State of Washington (“Pharmacy”), individually, and with all other signatory LHJs and signatory Pharmacies.

### ARTICLE I

#### PURPOSE

The purpose of this MOU is to utilize existing Pharmacy infrastructure to assist in addressing health and medical needs of an affected population during a Public Health Incident, Emergency or Disaster (“Incident”), using coordinated and standardized protocols statewide. The Washington State Department of Health (“DOH”) supports the development of this MOU.

### ARTICLE II

#### DEFINITIONS

**Local Health Jurisdiction:** A signatory health department, health district, or county within the State of Washington that operates a public health department or division within its county government, pursuant to authority granted under Chapters 70.05, 70.08, 70.46 RCW or other applicable law. Each signatory party shall designate a representative for purposes of accepting requests for assistance and notice.

**Pharmacy:** A signatory to this MOU who meets the definition of a pharmacy as that term is defined in RCW 18.64.011.

**Plan:** a written Operation Plan or procedure developed pursuant to this MOU.

**Public Health Incident, Emergency, or Disaster (“Incident”):** Any occurrence, or threat thereof, whether natural or caused by man, in war or in peace, to which an LHJ may respond pursuant to its authority under chapter 70.05, 70.08 or 70.46 RCW, or other applicable law, and that, in the judgment of the LHJ, results or may result in circumstances sufficient to exceed the day to day operational capabilities of immediate local or regional public health response.

## ARTICLE VI

### RESPONSIBILITIES OF LOCAL HEALTH JURISDICTIONS

Local Health Jurisdictions responsibilities includes:

- Coordinate with DOH and/or signatory pharmacies to ensure statewide consistency with screening forms, tracking, training and other Pharmacy requirements if applicable.
- Provide planning and technical assistance to Pharmacy, including but not limited to, supply lists, fact sheets, dispensing algorithms, and applicable requirements
- Provide statewide consistent medical screening forms to Pharmacy as a guidance for implementing dispensing operations
- Provide technical assistance and training, as mutually agreed upon by LHJ and Pharmacy
- Activate community-wide mass vaccination and dispensing plans as necessary
- Notify Pharmacy that community dispensing plans should be implemented
- Request appropriate amounts and type of medication or vaccine, and available supplies, from local, state or federal sources, including use of SNS resources
- Facilitate a discussion with Pharmacy regarding the most appropriate locations for distribution
- Request DOH to deliver, or have delivered medications to distribution centers as determined by the local health jurisdiction in consultation with the DOH and Pharmacy
- Provide Pharmacy with statewide consistent medical protocols regarding the Pharmacy's response including, but not limited to, dosing and follow-up procedures
- Provide Pharmacy with releasable information regarding the public health emergency situation
- Manage public information activities with regard to the overall health and medical response across the LHJ's jurisdiction
- Provide educational materials, if appropriate, to Pharmacy for the purposes of distributing to all persons in emergencies impacting the public's health
- Make arrangements to retrieve or dispose of any unused medications from Pharmacy facilities and collect documentation forms in coordination with DOH
- Provide guidance and criteria to Pharmacy for tracking levels of activity, supplies and inventory, as applicable to the response and consistent across signatory LHJ jurisdictions

If no statewide mission number has been issued by the State Emergency Management Division, Pharmacy and Local Health Jurisdiction agree that prior to invoking this Agreement during emergencies, Local Health Jurisdiction, through the local department of emergency management, will request the issuance of a mission number from the Washington Military Department, Emergency Management Division.

- Participate, as appropriate, in LHJ-sponsored mass vaccination or medication dispensing or administration training and exercises
- Register and maintain qualifications of all Pharmacy personnel working under this Agreement as Emergency Workers within the Local Health Jurisdiction pursuant to Chapters 38.52 RCW et seq., Chapters 18-04 WAC et seq., and any other applicable statute, regulation or law in order to obtain immunity from liability and the benefits of workers compensation protection to the extent allowed by law.

## ARTICLE VIII

### COST AND PAYMENT

Local Health Jurisdiction shall provide the medications that are to be dispensed or administered by Pharmacy as specified in this Agreement at no cost to Pharmacy. Pharmacy shall dispense or administer these medications to patients or customers at no charge to the patient or customer except for an administrative fee not to exceed the lesser of that reimbursed by the Medicare Part D schedule, or emergency federal or state current guidance at the time. Pharmacy agrees to waive this fee if required by then current federal or state guidance. Pharmacy may also, in its discretion, waive this fee for patients or customers who demonstrate an inability to pay.

All other costs incurred by either Local Health Jurisdiction or Pharmacy through implementation of this Agreement shall be borne by each respective agency.

## ARTICLE IX

### IMMUNITY, INDEMNIFICATIONS AND LIMITATIONS

The Parties acknowledge that if this Agreement has been triggered after a federal public health emergency declaration by the Secretary of the Department of Health and Human Services under the PREP Act, immunity under state and federal law will extend to covered persons involved in dispensing, distributing, and administering countermeasures/prophylaxis under 42 U.S.C.A. §247d-6d. Immunity under the PREP Act does not apply to willful misconduct or acts conducted outside the scope of the declaration.

The Parties further acknowledge that if this Agreement has been triggered after a locally or state declared emergency under chapter 38.52 RCW or after the issuance of an event mission number by the Emergency Management Division of the Military Department, immunity and indemnification are provided under RCW 38.52.180 for activities within the scope of assigned responsibilities and under the direction of the local emergency management organization. Immunity and indemnification does not apply to gross negligence, willful or wanton misconduct, or acts outside the scope of the assigned responsibilities or not under the direction of the local emergency management organization.

this Agreement as between the remaining Pharmacies and Local Health Jurisdictions so long as at least one Pharmacy and one Local Health Jurisdiction remain.

Either Local Health Jurisdiction or Pharmacy may terminate this Agreement for convenience with written notification to all of the other signatories to the Agreement no less than thirty (30) calendar days in advance of the termination date.

## ARTICLE XII

### AMENDMENTS

No provision of this Agreement may be modified, altered or rescinded by any individual Pharmacy or Local Health Jurisdiction without the unanimous concurrence of the other Pharmacies and Local Health Jurisdictions. Modifications to this Agreement must be in writing and will become effective upon the approval of the modification by all Pharmacies and Local Health Jurisdictions. Modifications must be signed by each Pharmacy and Local Health Jurisdiction.

## ARTICLE XIII

### INDEPENDENT CAPACITY

The employees or agents of Pharmacy or Local Health Jurisdiction who are engaged in whole or in part in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of any other party to this Agreement.

## ARTICLE XIV

### SEVERABILITY

If any provision of this Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

not limited to mass dispensing of antibiotics, antiviral medications or vaccines to the general public during times of health and medical disasters, then, at such time that said Pharmacy and said Local Health Jurisdiction both execute this Agreement, such prior written agreement between them shall become null and void and of no further force and effect.

Notwithstanding the above provision in this Article XIX, any Pharmacy and/or Local Health Jurisdiction may enter into other agreements with other Pharmacies and/or Local Health Jurisdictions provided such other agreements govern subject matter not governed by this Agreement

## ARTICLE XX

### GOVERNING LAW

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Washington.

## ARTICLE XXI

### EXECUTION IN COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed to be an original.

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each Pharmacy and each Local Health Jurisdiction as herein provided.



Signature

David Fleming, MD, Director and Health Officer  
Print Name and Title

December 7, 2012

Date: