

**VIRGINIA DEPARTMENT OF HEALTH  
Office of Emergency Preparedness  
109 Governor Street  
Richmond, VA 23219**

**MEMORANDUM OF AGREEMENT (MOA) BETWEEN VIRGINIA DEPARTMENT OF HEALTH AND  
**NAME OF PHARMACY** FOR COVID-19 VACCINATION PARTNERSHIP**

- I. **PARTIES TO THE AGREEMENT:** This Memorandum of Agreement (MOA) is entered into by **NAME OF PHARMACY, ADDRESS OF PHARMACY**, 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**, when COVID-19 vaccines become available, pharmacies will be key partners in ensuring the success of the COVID-19 Vaccination Program in Virginia;

**WHEREAS**, on December 1, 2020, the Advisory Commission on Immunization Practices (ACIP) made recommendations on who should be offered COVID-19 vaccination in the initial phase of the U.S. COVID-19 vaccination program while there is limited vaccine supply;

**WHEREAS**, ACIP will meet again after the U.S. Food and Drug Administration (FDA) has authorized or approved specific COVID-19 vaccines and will make recommendations for the use of individual vaccines at that time;

**WHEREAS**, the Department seeks to ensure that COVID-19 vaccines can be provided to residents of the Commonwealth as efficiently as possible once the vaccines are authorized or approved by the FDA and recommended by the ACIP;

**WHEREAS**, many pharmacies have the capabilities and processes in place to support mass vaccination efforts. Further, the Pharmacy desires to assist the Department and local health districts with ensuring access to vaccine for targeted populations during early phases of the vaccination campaign when vaccine supply is anticipated to be limited;

**WHEREAS**, The Pharmacy desires to perform such services;

**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 MOA shall be in effect for five years from the execution of the last authorized signature unless earlier terminated pursuant to the terms of this MOA. Further, this MOA may be renewed upon written agreement of both parties for four

successive five-year periods under the terms of the current MOA. Either party may provide the other with written notice of its intention to terminate within 30 days prior to the expected termination date.

**III. PURPOSE:** The purpose of this agreement is to establish partnerships between the Department and pharmacies in Virginia to expand access to COVID-19 vaccine. The Department realizes that pharmacies play a key role in providing care to Virginians.

**IV. SCOPE OF SERVICES:**

*The Pharmacy shall:*

- Establish and operate points of dispensing (POD) in order to vaccinate identified populations in collaboration with the local health district.
- Provide VDH with contact information for the Pharmacy point(s) of contact who will collaborate with the local health district to coordinate vaccination events.
- Provide VDH with the geographical service area the Pharmacy is willing and able to provide vaccination services within.
- Maintain required federal, state and local licenses and/or certification for the contract period.
- Ensure all vaccine providers have completed a practical training program approved by the Accreditation Council for Pharmacy Education (ACPE), which includes hands-on injection technique and the recognition and treatment of emergency reactions to vaccines.
- Ensure all providers have a current certificate in basic cardiopulmonary resuscitation.
- Ensure personnel follow all OSHA and CDC PPE requirements for COVID-19 vaccine delivery and follow Standard and Transmission Based infection control protocols (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/infection-control-recommendations.html>).
- Develop policies and protocols to execute vaccine event coordination.
- Ensure the Quality Control (QC) of vaccine administration by performing and documenting QC reviews of one event per month.
- Complete the provider enrollment process set by VDH and CDC to receive vaccine.
- Follow and adhere to vaccine prioritization/allocation as defined by the local health district.
- Handle all logistics including scheduling/setting up PODs, provision of staff for PODs, vaccine storage and inventory, ancillary vaccine supplies.
- Follow CDC [Guidance for Planning Vaccination Clinics Held at Satellite, Temporary, or Off-Site Locations](#) and CDC [Considerations for Planning Curbside/Drive-Through Vaccination Clinics](#), as applicable.
- Administer vaccine to only those eligible based on need identified by health district.
- Report vaccines administered to VIIS within 24 hours of administration.
- Provide regular report to local health district(s) and maintain communication with health districts on number of doses administered, number of closed PODs planned, travel ability, issues faced, etc.
- Assist with second dose management and scheduling as requested by health districts.

- Notify VDH as soon as possible and not less than 30 days prior to the Pharmacy's decision to stop providing COVID-19 vaccination services to targeted populations in collaboration with the local health district.

*The Department shall:*

- Ensure completion of the provider enrollment process for each site that will receive vaccine.
- Determine and control allotment to pharmacies based on need.
- Identify areas/locations of need and track geographical locations where the pharmacy can provide service.
- Define the groups and criteria eligible for vaccination during Phase 1.
- Provide support and guidance to pharmacies, as needed.
- Manage public information activities and publicly acknowledge the Pharmacy as a source, subject to Pharmacy's prior written authorization of the Department's use of Pharmacy's name and brand.
- Organize state-level communications with pharmacy partners to provide situation updates.

**V. TERMS AND CONDITIONS:**

**A. AUDIT:**

The Pharmacy shall retain all books, records, and other documents for services provided under this MOA for five (5) years, 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 MOA 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 MOA 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 and Department shall comply with all applicable federal, state and local laws, rules and regulations.

**C. 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 or termination 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.

**D. CHANGES TO THE AGREEMENT:**

The parties may agree in writing to modify the scope of the Memorandum of Agreement (duly executed by an authorized representative).

**E. 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 MOA, and will be divulged only in accordance with federal and state law. As required by applicable law, pharmacies who utilize, access, or store personally identifiable information as part of the performance of this agreement are required to safeguard this information and immediately notify the appropriate authority which may include the Department, in the event of any breach or suspected breach in the security of such information.

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

Pharmacy certifies, to the extent applicable to Pharmacy in its performance of services under this MOA, that the Pharmacy does not, and shall not during the performance of the MOA for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**G. RENEWAL OF AGREEMENT:**

This MOA may be renewed by the Commonwealth upon written agreement of both parties (duly executed by an authorized representative) for four successive five-year periods, under the terms of the MOA.

**H. CONFIDENTIALITY OF HEALTH RECORDS:**

By signature on this MOA, the Pharmacy agrees to comply with state and federal health records privacy laws in performance of its obligations and services under this MOA, including the Health Records Portability and Accountability Act ("HIPAA").

**I. ANTI-DISCRIMINATION:**

By signing this MOA, the Pharmacy certifies to the Commonwealth that, to the extent applicable to Pharmacy in its performance of services under this MOA, it 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 contract 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 sexual orientation, gender identity, or national origin and shall be subject to the same rules as other organizations that contract 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).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this MOA, the Pharmacy agrees as follows:

a. The Pharmacy will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, 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 Pharmacy. The pharmacy 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, will state that such Pharmacy 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 the requirements of this section.

d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**J. PAYMENT:**

**The Commonwealth will not provide state or federal funding to the Pharmacy for services performed under this Agreement.**

Vaccine and certain ancillary supplies will be provided at no cost to the Pharmacy by the federal government. The vaccines must be administered by the Pharmacy at no cost to vaccine recipients.

Providers that participate in the CDC COVID-19 Vaccination Program contractually agree with CDC to administer a COVID-19 vaccine regardless of an individual's ability to pay and regardless of their coverage status, and also may not seek any reimbursement, including through balance billing, from a vaccine recipient. Providers who have questions about billing or reimbursement of vaccine administration for patients covered by private insurance or Medicaid should contact the respective health plan or state Medicaid agency. People without health insurance or whose insurance does not provide coverage of the vaccine can also get COVID-19 vaccine at no cost.

Providers administering the vaccine to people without health insurance or whose insurance does not provide coverage of the vaccine can request reimbursement for the administration of the COVID-19 vaccine through the Provider Relief Fund. Additional information is available from the U.S. Centers for Medicare and Medicaid Services (CMS) at: <https://www.cms.gov/covidvax-provider>.

Additionally, the National Council for Prescription Drug Programs (NCPDP) Emergency Preparedness Task Group approved a guidance document for the industry related to the administration of the COVID-19 vaccines. For details, refer to the [NCPDP EMERGENCY PREPAREDNESS GUIDANCE – COVID-19 VACCINES](#) document on the [NCPDP.org website](https://www.ncdpd.org).

**K. ASSIGNMENT OF AGREEMENT:**

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

**L. INSURANCE:**

By signing this MOA, the Pharmacy certifies it shall self-insure and/or have the following insurance coverage at the time this MOA is duly executed. The Pharmacy further certifies that the Pharmacy and any subcontractors shall self-insure and/or maintain this insurance coverage during the entire term of this MOA and that, in the event Pharmacy does not self-insure, all third party insurance coverage maintained by Pharmacy shall be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Health Care Practitioner - \$2,450,000 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) as updated in accordance with applicable law. Limits increase each July 1 through fiscal year 2031, as follows per Code of Virginia § 8.01-581.15 (<https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/>).

**M. 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 MOA. To the extent required by law, 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.

**N. 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 contract 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.

**O. NONDISCRIMINATION OF CONTRACTORS:**

A Pharmacy shall not be discriminated against in the award of this MOA 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 MOA is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this MOA 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 MOA to be duly executed intending to be bound thereby. This Memorandum of Agreement becomes effective on the date of the last signature.

**NAME OF PHARMACY**

**VIRGINIA DEPARTMENT OF HEALTH**

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

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

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

R.P. Mauskopf, MPA

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.