

MEMORANDUM OF UNDERSTANDING
On Use of California State Department of Public Health (CDPH)
Medical Countermeasure (MCM) Resources: Medication/Vaccine/Pharmaceutical

This Memorandum of Understanding (MOU) establishes an agreement by and between the County of San Benito, through the Public Health Division of its Health & Human Services Agency (hereafter COUNTY PUBLIC HEALTH) and (Name of Pharmacy) (hereafter PHARMACY) for the purpose of dispensing Medical Countermeasure (MCM) medication, vaccine or other pharmaceutical provided to PHARMACY from the Strategic National Stockpile (SNS) in the event of a proclamation issued by the Governor of the State of California to confront a disease which will include use of a specified MCM medication, vaccine or other pharmaceutical for prophylaxis and/or treatment of this condition.

RECITALS

WHEREAS,

- a. COUNTY PUBLIC HEALTH is a department of the County of San Benito and is overseen by the San Benito County Board of Supervisors;
- b. COUNTY PUBLIC HEALTH is responsible for distribution of MCM medication, vaccine or other pharmaceutical from SNS in order to provide the community with medication and/or prophylaxis during a public health emergency; and
- c. PHARMACY is a licensed facility with the capacity to serve as a point of distribution to provide the community with MCM medication, vaccine or other pharmaceutical during a public health emergency; and
- d. This MOU allows COUNTY PUBLIC HEALTH and PHARMACY to proactively establish a method for distribution and/or administration of MCM medication, vaccine or other pharmaceutical in an efficient and expedited manner in the event a proclamation is issued.

THEREFORE, COUNTY PUBLIC HEALTH and PHARMACY hereto mutually agree as follows:

1. **TERM.** This MOU shall commence as of the date it has been signed by both parties and remain in effect until terminated in accordance with Provision 9.
2. **DESIGNATED REPRESENTATIVE.** *(Position or Title)* is the representative of COUNTY PUBLIC HEALTH and will administer this MOU for COUNTY PUBLIC HEALTH. *(Name)* is the designated representative for PHARMACY. Changes in designated representatives shall occur only by advance written notice to the other party.

3. **SCOPE.** It is understood by both parties that this MOU would be applicable in the event of a proclamation issued by the Governor of the State of California to confront a disease which will include use of a specified MCM medication, vaccine, or other pharmaceutical for prophylaxis and/or treatment of this condition and provides to COUNTY PUBLIC HEALTH MCM medication, vaccine or other pharmaceutical to be distributed as directed by the San Benito County Public Health Officer in response to the outbreak.
4. **ACTIVATION.** The MOU may only be activated by COUNTY PUBLIC HEALTH. Upon requesting PHARMACY assistance under the MOU, COUNTY PUBLIC HEALTH shall contact the designated representative of PHARMACY either in writing or verbally.
5. **COUNTY PUBLIC HEALTH** agrees to do the following:
 - A. Provide MCM medication, vaccine or other pharmaceutical to PHARMACY at no cost.
 - B. Complete a MCM Delivery/Receipt Voucher to PHARMACY (Attachment A) indicating the medication, lot number, and quantity of MCM medication, vaccine or other pharmaceutical delivered to PHARMACY.
 - C. Replenish PHARMACY with MCM medication, vaccine or other pharmaceutical as needed, as long as the COUNTY PUBLIC HEALTH has sufficient stock on hand. During weekends and off-hours PHARMACY can access Public Health Duty Officer through the name and number provided to request additional MCM medication, vaccine or other pharmaceutical.
 - D. Issue Health Officer authorized protocols or algorithms when delivering MCM medication, vaccine or other pharmaceutical to PHARMACY.
 - E. Notify PHARMACY in writing at the time the protocols or algorithms for dispensing MCM medication, vaccine or other pharmaceutical are updated or revised.
 - F. Notify PHARMACY in writing when to discontinue dispensing MCM medication, vaccine or other pharmaceutical and return any remaining unused stock to COUNTY PUBLIC HEALTH.
6. **PHARMACY.** PHARMACY hereby acknowledges its intent to serve as a point of distribution for dispensing MCM medication, vaccine or other pharmaceutical for treatment of infected persons or prophylaxis of exposed persons during a public health emergency where a proclamation is issued by the Governor of the State of California and agrees to:
 - A. Dispense or administer MCM following the protocols or algorithms provided by COUNTY PUBLIC HEALTH when there is a shortage of the specified

medication, vaccine or other pharmaceutical and it is not available through other means or if patients would not otherwise be able to obtain the medication, vaccine or other pharmaceutical because they are uninsured, not covered by private insurance for these medications or unable to pay for medication. When dispensing or administering MCM, PHARMACY may not bill Medicare, Medi-Cal, or private insurance for the vaccine.

- B. It is understood that as circumstances change, the MCM protocols or algorithms may be revised and, should that occur, COUNTY PUBLIC HEALTH will notify PHARMACY of the updated protocols/algorithms in writing. In the event that PHARMACY is unable or unwilling to follow the updated protocols/algorithms, it will immediately cease to dispense MCM medication, vaccine or other pharmaceutical, notify COUNTY PUBLIC HEALTH, and return any remaining MCM stock to COUNTY PUBLIC HEALTH along with a completed MCM Return Voucher (Attachment C).
- C. Upon receipt of MCM medication, verify medication, lot number, and quantities delivered and sign the MCM Delivery/Receipt Voucher to Pharmacy (Attachment A) accepting deliver of the MCM medication.
- D. PHARMACY may dispense or administer MCM medication, vaccine or other pharmaceutical if patient presents a valid prescription and/or per a Health Officer authorized protocol or algorithm which would be issued with the MCM.
- E. PHARMACY will dispense or administer MCM using licensed pharmacists at the pharmacy site and/or other designated central point of dispensing (POD) site if needed.
- F. PHARMACY will store the supply of MCM medication, vaccine or other pharmaceutical separate from other medications and in a secure location, maintaining appropriate storage and handling procedures and in accordance with established California State Board of Pharmacy requirements.
- G. PHARMACY will follow all national, state and local regulations applicable to pharmaceutical dispensing, including labeling requirements.
- H. PHARMACY will track MCM medication, vaccine or other pharmaceutical usage daily using the Medication Dispensing Report form (Attachment B) or other method specified in a Health Officer authorized protocol and submit to San Benito County Public Health Department as directed.
- I. PHARMACY will provide each patient the appropriate patient information sheet (and/or Emergency Use Authorization patient drug information sheet) provided by COUNTY PUBLIC HEALTH with each dispensed prescription.

- J. PHARMACY will report any adverse events to the Food and Drug Administration's Medwatch program (<http://www.fda.gov/medwatch/getforms>.) and inform patient to call doctor if needed for advice about side effects.
- K. PHARMACY will perform the services required by this agreement in accordance with the industry and/or professional standards applicable to services provided.
- L. PHARMACY will comply with CDPH and/or local COUNTY Public Health Services guidelines and/or protocols for use of MCM medication, vaccine or other pharmaceutical including updated criteria for use should it be necessary to make changes due to the evolving situation.
- M. Discontinue dispensing MCM medication, vaccine or other pharmaceutical when emergency activities cease or when directed to by COUNTY PUBLIC HEALTH and return all unused MCM medication, vaccine or other pharmaceutical in the same condition as they were delivered along with a completed MCM Return Voucher (Attachment C), upon request of COUNTY PUBLIC HEALTH or termination of this MOU.
7. **DEFENSE AND INDEMNITY.** Notwithstanding any other agreements, PHARMACY agrees to defend, hold harmless and indemnify COUNTY against any legal liability in respect to bodily injury or death arising from the negligence, willful act or omission of PHARMACY during its filling of prescribed MCM medication, vaccine or other pharmaceutical from COUNTY.
8. **MODIFICATIONS.** Any changes to this MOU must be mutually agreed upon between COUNTY PUBLIC HEALTH and PHARMACY, incorporated in written amendment to this MOU and effective upon approval by COUNTY PUBLIC HEALTH and PHARMACY.
9. **TERMINATION.** Either party may terminate this MOU upon providing thirty (30) days written notice prior to the effective date of such termination to the other party.
10. **ENTIRE AGREEMENT.** This MOU contains all the terms and conditions agreed upon by the parties. No other understandings or representations, or otherwise, regarding this agreement shall be deemed to exist or to bind any of the parties hereto.
11. **NOTICES.** Any notice required or permitted to be given under this MOU shall be in writing and mailed or personally delivered to:

County Public Health:

(Name)

(Address)

XXXXXX

XXXXXXX

XXXXXXXX

Pharmacy:

(Name)

(Address)

XXXXXXX

XXXXXXXXX

XXXXXXXXXX

The parties to the Agreement hereby agree to any and all provisions as stipulated above.

San Benito County HHSA

(Name of Pharmacy)

James Rydingsword, Director

Pharmacy Manager/Representative

Date

Date

Approved as to Legal Form
San Benito County Counsel



Deputy County Counsel

2-14-17

Date

ATTACHMENT A

**SAN BENITO COUNTY HEALTH & HUMAN SERVICES AGENCY
PUBLIC HEALTH DIVISION
MCM Delivery/Receipt Voucher to Pharmacy**

Pharmacy/Agency:			Contact Phone No:	
Receiver Name/Title:			Fax Number:	
Address:			E-mail Address:	
City & Zip:			Delivered by:	
Medication	Dosage	Quantity Received	Lot Number	Expiration Date

The receiving authority accepts full responsibility for the materials entrusted into its possession and agrees to abide by the terms, conditions, and responsibilities of all applicable agreements between San Benito County Health & Human Services Agency, Public Health Division, and local authorities, as well as all applicable federal and state laws and regulations.

Received by: _____
Signature

Date Received: _____

Time Received: _____

ATTACHMENT B
Medical Countermeasure (MCM) Dispensing Report Form
Medication/Vaccine/ Pharmaceutical: _____
For Pharmacy Use

Pharmacy Name: _____
 Pharmacy Address: _____
 Please fax this information weekly to: _____

Date Dispensed	Patient Name	Patient Birthdate	Medication & Dosage & Qty	Lot Number	Expiration Date	Prescriber or Protocol	Notes

ATTACHMENT C

SAN BENITO COUNTY HEALTH & HUMAN SERVICES AGENCY PUBLIC HEALTH DIVISION MCM Return Voucher from Pharmacy

Pharmacy/Agency:		Contact Phone No:		
Receiver Name/Title:		Fax Number:		
Address:		E-mail Address:		
City & Zip:		Delivered by:		
Medication	Dosage	Quantity Received	Lot Number	Expiration Date

The receiving authority accepts full responsibility for the materials entrusted into its possession and agrees to abide by the terms, conditions, and responsibilities of all applicable agreements between San Benito County Health & Human Services Agency, Public Health Division, and local authorities, as well as all applicable federal and state laws and regulations.

Received by: _____
Signature

Date Received: _____

Time Received: _____