

## **Memorandum of Agreement Regarding Private Medication Centers**

This Memorandum of Agreement (“Agreement” or “MOA”) is entered into by and between the Tacoma-Pierce County Health Department (“TPCHD”) and Pierce County Public Transportation Benefit Authority (“Business” or “Government Agency”).

### **1. Recitals**

TPCHD and its Health Officer coordinate and direct health and medical response during a declared emergency. Rapid or widespread dispensing of antibiotics, vaccines, or antiviral medications (“Pharmaceuticals”) in response to biological, chemical, or technical incidents may be necessary during a declared emergency. TPCHD may provide multiple access points for individuals to receive Pharmaceuticals that support mitigation strategies and response actions to prevent illness and death.

The Health Officer, as a physician authorized by law to prescribe Pharmaceuticals, may delegate authority during a declared emergency to Business or Government Agency through specific written guidelines or protocols for Business or Government Agency to rapidly dispense Pharmaceuticals. Medical personnel are not required to dispense Pharmaceuticals during a declared emergency.

A Medication Center (“MC”) is a location where individuals receive Pharmaceuticals. Multiple MC types may be activated for rapid or widespread dispensing of Pharmaceuticals within Pierce County under the direction of the TPCHD Health Officer. Public MCs and some Private MCs will operate using a non-medical model. Private MCs, which are closed to the general public and are operated by businesses or governmental agencies, provide rapid dispensing of Pharmaceuticals to Business or Government Agency employees and their family members and their patients.

This Agreement identifies the responsibilities of TPCHD and Business or Government Agency with regard to establishment of a Private MC at Business or Government Agency location, transporting and storing Pharmaceuticals, and dispensing Pharmaceuticals to employees and their families and their patients during a declared emergency.

The parties understand and agree that participation in Pharmaceutical dispensing activities is purely voluntary and will occur based on mutual agreement.

### **2. Purpose**

The purpose of this Agreement is to establish a process by which Business or Government Agency receives and administers Pharmaceuticals to employees and their family members and patients at the direction and under the authority of TPCHD’s Health Officer when TPCHD needs additional surge capacity during a declared emergency.

### 3. Term

The effective date of this Agreement shall be upon the date of signature by TPCHD. This Agreement will remain in effect until terminated by either party as provided in Section 14.

### 4. Activation

TPCHD may request Business or Government Agency participation in accordance with this Agreement when considering initiation of Pharmaceutical dispensing. Business or Government Agency will provide confirmation in writing of its willingness to participate as soon as possible after receiving a request from TPCHD in response to:

- a) A local or state declared emergency, under chapter 38.52 RCW, requiring a public health and medical response; and
- b) The issuance of an event mission number by the Emergency Management Division of the State Military Department for a public health and medical response or
- c) A declaration of "Public Health Emergency" made by the Secretary of the Department of Health and Human Services under the Public Readiness and Emergency Preparedness Act (PREP Act), 42 U.S.C.A. §247d-6d

### 5. TPCHD Responsibilities

TPCHD will:

- a) Provide planning and technical assistance to Business or Government Agency including but not limited to supply lists, MC layouts, fact sheets, and dispensing algorithms;
- b) Provide medical screening forms to Business or Government Agency as guidance for implementing dispensing operation;
- c) Provide technical assistance and training, as mutually agreed upon by TPCHD and Business, Government Agency, or Pharmacy;
- d) Activate community-wide mass dispensing plans as necessary;
- e) Notify Business or Government Agency that MC dispensing plans should be implemented;
- f) Request appropriate amounts and type of Pharmaceuticals from local, state or federal sources, including use of Strategic National Stockpile resources;
- g) Request the Washington State Department of Health to deliver Pharmaceuticals to specific addresses as determined by Business, Government Agency, or Pharmacy;
- h) Provide Business or Government Agency with medical protocols regarding dispensing activities including but not limited to, dosing and follow-up procedures;
- i) Provide Business or Government Agency with coordinated messaging regarding the public health emergency situation;
- j) Manage public information activities with regard to the overall health and medical response;
- k) Provide educational materials to Business or Government Agency for the purposes of distributing to all persons receiving Pharmaceuticals in the MCs, which includes but is not limited to documentation related to vaccination storage/handling protocols;
- l) Make arrangements to retrieve any unused medications from Business or Government Agency and collect documentation forms; and
- m) Obtain mission number.

## **6. Business or Government Agency Responsibilities**

Business or Government Agency will procure and maintain for the duration of this Agreement Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 aggregate and Public Officials' Legal with limits not less than \$1,000,000 each occurrence and \$3,000,000 aggregate. Business shall provide Certificates of Insurance to TPCHD from an insurer with a current A.M. Best rating of not less than A:VII and executed by an authorized insurance agent evidencing coverage and limits at least as broad as specified above. In the case of a Government Agency the Government agency may maintain an appropriate program of self insurance in an amount sufficient to satisfy its liabilities as if it had maintained commercial insurance consistent with the requirements of this section.

Business or Government Agency will:

- a) Identify the approximate number of Pharmaceutical doses that could be administered by Business or Government Agency in a specified time period and communicate that information to TPCHD in writing;
- b) Identify Business or Government Agency site to receive Pharmaceutical deliveries and communicate site to TPCHD;
- c) Receive and appropriately store Pharmaceutical deliveries at Business or Government Agency identified facility during incidents;
- d) Ensure that Business or Government Agency MCs are open to employees and family members and agency patients;
- e) Based on protocols provided by TPCHD, conduct medical screening of individuals receiving Pharmaceuticals to identify potential contraindications;
- f) Based on protocols provided by TPCHD, dispense Pharmaceuticals;
- g) Provide and/or administer Pharmaceuticals free of charge;
- h) Maintain accurate records of Pharmaceuticals dispensed and remaining inventory;
- i) Track contact information and age of individuals receiving Pharmaceuticals;
- j) Communicate to TPCHD daily during incidents information regarding Pharmaceuticals dispensed and contact information of recipients;
- k) Provide education materials, supplied by TPCHD, to all individuals receiving Pharmaceuticals;
- l) Secure and appropriately store any unused Pharmaceuticals until a time when TPCHD can make arrangements for retrieval;
- m) Participate, as appropriate, in TPCHD sponsored mass dispensing training and exercises; and
- n) Qualify and maintain qualification of all Business or Government Agency personnel working under this Agreement as Emergency Workers within the TPCHD jurisdiction pursuant to chapter 38.52 RCW and any other applicable statute, regulation or law in order to obtain liability and workers compensation protection.

## **7. Cost and Payment**

Business or Government Agency shall not charge for Pharmaceuticals or services provided under this Agreement.

## **8. Immunity, Indemnifications, and Limitations.**

If this Agreement has been triggered as provided in Section 4, 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 do 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.

If the above paragraph does not apply, each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents or employees to the fullest extent required by law, and agrees to save, indemnify, defend and hold the other party harmless from any such tort liability. In the case of negligence or wrongful acts by both the Local Health Jurisdiction and the business, government agency or pharmacy, any damages allowed shall be levied in proportion to the percentage of fault attributable to each party, and each party shall have the right to seek contribution from the other party. The indemnification by each of the parties does not cover the negligent or wrongful acts of third parties.

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.

## **9. Information Sharing**

Business or Government Agency will provide TPCHD with information TPCHD deems necessary for documentation of the actions taken and services provided under this Agreement, all of which is available under the public health exemption of HIPAA, 45 CFR §164.512(b), and the Health Care Information Act, RCW 70.02.050(2)(a).

TPCHD will advise Business or Government Agency of the information needed to protect the public health and to prevent or control disease, injury or disability and will only request the information necessary to protect the public health and to prevent or control disease, injury or disability.

## **10. Audit**

TPCHD retains the right to audit all documentation related to Pharmaceutical storage and administration in accordance with TPCHD storage/handling and administration protocols.

## **11. No Third Party Beneficiaries**

This Agreement is entered into solely for the mutual benefit of the parties. This Agreement is not entered into with the intent that it shall benefit any other person or entity and no other such person or entity shall be treated as a third-party beneficiary of this Agreement.

## **12. Severability**

The provisions of this Agreement are hereby declared to be separate and severable, and the invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Agreement or the invalidity of its application to any person or circumstance shall not affect the validity of its application to other persons and circumstances.

## **13. Dispute Resolutions**

If a dispute between the parties to this Agreement arises out of or related to this Agreement, or the breach thereof, and if the dispute cannot be settled through direct discussions, the Parties agree to first endeavor to settle the dispute in an amicable manner by mediation. If this Agreement has been immediately terminated due to a breach, the termination remains in effect unless and until the dispute resolution is resolved favorably for the breaching party. This Agreement shall be governed by and construed according to the laws of the State of Washington. Venue shall be in Pierce County Superior Court.

## **14. Termination**

Either party can terminate this Agreement by providing written notice to the other party no less than thirty (30) calendar days prior to the desired termination date.

## **15. Notices**

Whenever this Agreement requires notice to be provided by one party to the other, such notice shall be in writing and directed to the authorized representative(s) identified below (or such successor authorized representative as a party may later identify in writing):

On behalf of TPCHD

Cindy Miron  
3629 South D Street  
Tacoma, WA 98418-6813  
Phone: (253) 798-6556  
Fax: (253) 798-7627

On behalf of the Business, Government Agency, or Pharmacy

Name: Jason Hovde, Safety Officer  
Address: 3701 96th Street SW  
Lakewood, WA 98499  
Phone: (253) 589-6371

Business or Government Agency agrees to appoint and provide contact information for a designated authorized representative to serve as liaison to TPCHD for all purposes under this Agreement. Business or Government Agency further agrees to notify TPCHD in writing of name and/or address changes for the authorized representative.

**16. Assigning or Subcontracting**

Business or Government Agency shall not assign, transfer, subcontract, or encumber any rights, duties, or interest accruing from this Agreement without the express written consent of TPCHD, which consent may be withheld in the sole discretion of TPCHD.

**17. Independent Contractor**

Business or Government Agency is and shall be at all times during the term of this Agreement an independent contractor.

**18. Entire Agreement/Modifications**

This Agreement, together with attachments or addenda, represents all the terms and conditions agreed upon by the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

Date 7/27/15

Date 7/14/15

Tacoma-Pierce County Health Department

Pierce County Public Transportation Benefit Authority



Anthony L-T Chen, MD, MPH  
Director of Health/Health Officer

By: Sue Dreier  
Its: Chief Executive Officer

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