

Pharmacy COVID-19 Vaccination Administrator Agreement

I understand this is an agreement between “Organization” and “Pharmacy”. Local, state, and federal governments have put in place immunization plans to allow for the safe and equitable distribution of the vaccine. As part of this effort, the “Pharmacy” has entered into an agreement to be a vaccine provider and as such agreed to certain requirements around the storage, distribution, administration, and reporting of the vaccine.

As part of this agreement, the pharmacy is permitted to coordinate with third party organizations to assist with COVID-19 vaccination administration. In order to ensure the efficient and safe administration of the COVID-19 Vaccine, the “Organization” agrees that it will adhere to the following requirements:

1. Organization must administer COVID-19 Vaccine consistent with all requirements, recommendations, and other guidance of CDC and CDC’s Advisory Committee on Immunization Practices (ACIP).¹
2. Organization must record in the vaccine recipient’s administration record (provided in vaccine kits in Phase 1) and gather required reporting information to relay to the pharmacy for local and state reporting requirements. Required information will be provided on forms supplied by the pharmacy based on the local or state reporting requirements. All information must be relayed to the pharmacy within 4 hours after administration of the vaccine dose in order to allow pharmacy to meet its 24 hours reporting deadline.
3. Organization must not seek any additional reimbursement for COVID-19 Vaccine and any adjuvant, syringes, needles, or other collective supplies or services outside of what is outlined in this agreement (**See Amendment A**).
4. Before administering COVID-19 Vaccine, Organization must provide an approved vaccine information statement (VIS), as applicable, to each vaccine recipient, the adult caregiver accompanying the recipient (if applicable), or other legal representative (if applicable). If the VIS is available electronically, Organization may provide it electronically if each recipient, the adult caregiver accompanying the recipient (if applicable), or other legal representative (if applicable) agrees to accept it electronically in the file format offered by Organization.
5. Organization’s COVID-19 vaccination services must be conducted in compliance with CDC’s Guidance for Immunization Services.²
6. Organization must store and handle COVID-19 Vaccine under proper conditions, including maintaining cold-chain conditions and chain of custody at all times in accordance with the manufacturer’s package insert and CDC guidance in CDC’s Vaccine Storage and Handling Toolkit,³ which will be updated to include specific information related to COVID-19 Vaccine.
7. Organization must report the number of doses of COVID-19 Vaccine and adjuvants that were unused or wasted to the Pharmacy after completion of administrations during the clinic.
8. Organization must report the following adverse events after vaccination to the pharmacy for subsequent reporting to the Vaccine Adverse Event Reporting System (VAERS):

- a. Vaccination administration errors, whether or not associated with an adverse event (AE)
 - b. Severe COVID-19 illness (e.g., resulting in hospitalization)
 - c. Serious AEs regardless of causality. Serious AEs are defined as:
 - i. Death
 - ii. A life-threatening AE
 - iii. Inpatient hospitalization or prolongation of existing hospitalization (due to possible vaccine effects)
 - iv. Persistent or significant incapacity or substantial disruption of the ability to conduct normal life functions
 - v. A congenital anomaly/birth defect
 - vi. Important medical events that may not result in death, be life-threatening, or require hospitalization may be considered serious when, based upon appropriate medical judgment, they may jeopardize the patient and may require medical or surgical intervention to prevent one of the outcomes listed above.
- 9.** Organization must comply with all applicable requirements as set forth by the U.S. Food and Drug Administration.
- 10.** Organization must administer COVID-19 Vaccine in compliance with all applicable federal, state, local, and territorial vaccination laws.
- 11.** Organization must comply with applicable patient assent or consent laws for administration of COVID-19 vaccination.
- 12.** Organization must maintain records for all vaccinating providers, including title and license number of each provider for each vaccination site.
- 13.** Organization shall indemnify, defend and hold harmless Pharmacy and its affiliates and their respective officers, directors, stockholders, employees and agents from and against any and all claims, actions, demands, costs and expenses, including reasonable attorney fees and disbursements, as a result of a breach by Organization of any of its obligations under this Agreement, or otherwise arising out of the negligent act or omission or willful misconduct of Organization.

¹ <https://www.cdc.gov/vaccines/hcp/acip-recs/index.html>

² <https://www.cdc.gov/vaccines/pandemic-guidance/index.html>

³ <https://www.cdc.gov/vaccines/hcp/admin/storage-handling.html>

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Amendment A

The "Pharmacy" will agree to provide the following to the "Organization" as part of the "Organization's" willingness to provide the COVID-19 vaccine to its residents per the terms in the PCA Pharmacy COVID-19 Vaccination Administrator Agreement:

1. Pharmacy agrees to compensate the Organization \$XX.XX for the performance of the administration of the COVID-19 Vaccine along with completion and relaying of all data elements listed in the above agreement.
2. Pharmacy agrees to provide the COVID-19 Vaccine to the facility at a scheduled time.
3. Pharmacy agrees to provide all COVID-19 Vaccine Information Statement paperwork to Organization as required by the local, state, or federal COVID-19 Vaccination Program Provider Agreement.
4. Pharmacy agrees to provide all data collection forms to the Organization at no cost.
5. Pharmacy agrees to provide all required vaccination consent forms per local, state, or federal rules and regulations to Organization at no cost.