I. Public Stockpile Antiviral Program Goal

The goal of the Florida Public Antiviral Stockpile Program is to ensure that all Florida residents and visitors who have been prescribed antiviral medications for influenza-like-illness have access to these medications regardless of their ability to pay.

II. Public Stockpile Antiviral Use

A. Public stockpile antiviral medication should be prescribed based on Centers for Disease Control and Prevention recommendations. The September 8, 2009, the Updated Interim Recommendations for the Use of Antiviral Medications in the Treatment and Prevention of Influenza for the 2009-2010 Season recommend the use of antiviral medication for the following groups:

- Treatment is recommended for all hospitalized patients with confirmed, probable or suspected 2009 H1N1 or seasonal influenza.
- Treatment generally is recommended for patients who are at higher risk for influenza-related complications.
- Treatment should be initiated empirically when the decision is made to treat patients who have illnesses that are clinically compatible with influenza. Treatment should not await laboratory confirmation because laboratory testing can sometimes delay treatment and because a negative rapid test does not rule out influenza.

These recommendations should be used together with clinical judgment in making treatment decisions for both patients who are at higher risk for influenza-related complications and patients who are not at higher risk.

B. Guidance may change, so consult the most recent information at http://www.cdc.gov/h1n1flu/recommendations.htm.
III. Antiviral Supply and Demand

A. Antiviral medications are available through the following mechanisms:

- **Retail Pharmacy Sector**: The quantity of antiviral medication available in the retail sector in Florida at any given time is unknown.

- **Private Stockpiles**: Business and industries may have established private stockpile of antiviral medications as part of pandemic influenza preparedness efforts. The extent to which this has been done is unknown.

- **Florida Antiviral Stockpile**: The FDOH Bureau of Statewide Pharmaceutical Services has established stockpiles of select drugs, including antiviral medications for influenza, as part of the state’s public health preparedness effort. Additional information is available at [http://dohiws/Divisions/Pharmacy/Forms/PHPPrograms.pdf](http://dohiws/Divisions/Pharmacy/Forms/PHPPrograms.pdf)
  
  - As of August 2009, the state influenza stockpile included two products from a class of drugs known as neuraminidase inhibitors. Tamiflu® (oseltamivir) is manufactured by Roche as oral capsules or liquid suspension. Relenza® (zanamivir) is manufactured by GlaxoSmithKline as a powder and administered via a respiratory inhaler.
  
  - As of August 2009, Florida has 900,000 courses of antiviral medication on hand to treat adults and children.

- **Strategic National Stockpile**: The Department of Health and Human Services has established a national stockpile of antiviral medications as part of the pandemic influenza preparedness efforts. As of September 10, there are 2,533,259 courses allocated to Florida. Additional details about the National Antiviral Stockpile can be found at [http://www.flu.gov/professional/states/antivirals.html](http://www.flu.gov/professional/states/antivirals.html)

B. To date, antiviral medications have been shown to be effective in the treatment of the H1N1 virus. The demand for antiviral medication is contingent on the:

- Prevalence of influenza-like-illness in population groups for whom antiviral medication is recommended for influenza-like-illness treatment,

- Number of persons in population groups for whom antiviral medication is recommended who seek medical care for influenza-like-illness, and

- Portion of those persons who seek medical care that receive a prescription for antiviral medications.

The demand for antiviral medications from the public stockpile is contingent upon the following factors:

- Availability of antiviral medications within the retail sector for those persons who have a prescription and have the ability to pay.

- Number of persons without the ability to pay who have a prescription for antiviral medication from their healthcare provider.

- Accessibility of the public antiviral stockpile.
IV. Antiviral Storage, Inventory and Ordering

A. The Bureau of Statewide Pharmaceutical Services (BSPS) is responsible for management of the Public Antiviral Stockpile for pandemic influenza.
   - The BSPS uses established departmental procedures to order, store, and inventory antiviral medications.
   - The BSPS uses established procedures to accept orders and distribute antiviral medications to County Health Departments.
   - *The Statewide Pharmaceutical Services Policies and Procedures for County Health Departments* (DOHP 395-1-08) is available at [http://dohiws/Divisions/Pharmacy/Forms/DOHP395108FORM.pdf](http://dohiws/Divisions/Pharmacy/Forms/DOHP395108FORM.pdf).

B. The Bureau of Statewide Pharmaceutical Services has established supplemental procedures specific to the Public Antiviral Stockpile to support the distribution of antiviral medications to non-County Health Department pharmacies and health care entities.
   - The BSPS has developed an order process for county health departments to request antiviral medications from the public stockpile. The order form is located at [http://dohiws/Divisions/Pharmacy/Forms/PHPBulkorderformsforCHDs.xl](http://dohiws/Divisions/Pharmacy/Forms/PHPBulkorderformsforCHDs.xl).
   - County Health Departments may distribute public stockpile antiviral medications to health care entities including hospital pharmacies within their jurisdictions using the procedures found in Attachment B to this document.

V. Antiviral Dispensing Options

A. County Health Department Clients
   - CHD healthcare providers should prescribe antiviral medication to their clients based on CDC guidelines for treatment of influenza-like-illness. The latest CDC treatment guidelines can be found at [http://www.cdc.gov/h1n1flu/recommendations.htm](http://www.cdc.gov/h1n1flu/recommendations.htm)
   - For CHDs with established pharmacies, the public stockpile antivirals may be dispensed to CHD clients using established pharmacy procedures.
   - For CHDs without pharmacies, the public stockpile antivirals may be dispensed using established procedures.
   - For CHDs where a physician is not present, public stockpile antiviral medication can be dispensed under the Nurse Issuance Technical Assistance Guidelines and Standard of Care, as amended on 9/10/09. These guidelines are available at [http://dohiws/Divisions/PHNursing/SPNS/Policies/Policies.htm](http://dohiws/Divisions/PHNursing/SPNS/Policies/Policies.htm)
   - CHD clients may be provided a prescription and be directed to access points for public stockpile antivirals. See Section V (B) below.
B. Non-County Health Department Clients

In order to meet the goal of Florida’s Public Antiviral Stockpile Program, dispensing options for the public antiviral stockpile have been expanded to include the following:

1. Retail pharmacies may dispense public stockpile antivirals for persons without the ability to pay.

Under 64F-12.011(1)(j) FAC, DOH may partner with retail pharmacies to dispense public stockpile antivirals with terms and conditions documented in a written agreement. Florida Administrative Code 64F-12.011(1) was amended through an emergency administrative rulemaking process to include subsection (j). This subsection is effective on 9/11/09 for 90 days. Extension of this provision beyond the 90 day period is contingent upon formal rule making process.

See attachment A to this document for additional detail on this option.

2. Retail pharmacies may dispense public stockpile antivirals to persons with the obligation to pay in the event of localized sport shortages.

Under 64F-12.011(1)(a) FAC, DOH may transfer public stockpile antivirals to commercial pharmacies to support a localized spot shortage. However, it is a one-way transfer under existing rule, there is no ability for receiving entity to return the unused product.

See attachment A to this document for additional detail on this option.

3. Hospital pharmacies may dispense public stockpile antivirals to non-clients with a valid prescription.

Under F.S. 465.019(2)(b) and with the existing Federal Public Health Emergency Declaration, hospital pharmacies or other institutional pharmacies (ordinarily “closed pharmacies”) may dispense a full course of pharmaceuticals. If the hospital or institutional pharmacy suffers a temporary shortage of antivirals, a County Health Department may transfer public stockpile antivirals under 64F-12.011(1)(h), FAC to the closed pharmacy. The transfer will require a signed Tamiflu/Relenza Requisition Form.

See Attachment D for additional detail on this option.

4. Private providers may dispense public stockpile antivirals to persons without the ability to pay.
Under 64F-12.011(1) (h) and (i) FAC and with Federal Public Health Emergency Declaration, County Health Departments may transfer public pharmaceuticals to health care entities including hospital pharmacies or licensed medical directors of government health care entities. The transfer will require a signed *Tamiflu/Relenza Requisition Form*.

See Attachment D for additional detail on this option.

VI. Antiviral Record Keeping and Recovery

The requestor(s), pharmacy, and/or CHD are responsible to maintain records of antiviral inventory and dispensing which is sufficient to accurate audit trails.

**Retail Pharmacies**

As outlined in the MOU, Retail Pharmacies that partner with the Florida Department of Health must maintain and produce immediately for inspection all records of movement or transfer of all the public asset antivirals transferred to it under this MOU, including, but not limited to, the records of receipt and disposition of public asset antivirals.

Each location of Pharmacy dispensing or administering these public asset antivirals must maintain and produce records documenting the dispensing or administration. Records that are required to be maintained include, but are not limited to, a perpetual inventory itemizing drugs received and drugs dispensed by prescription number or administered by patient identifier, which must be submitted to the agency or entity quarterly.

**Hospitals and Private Providers**

Hospitals and Private Providers much complete the *Tamiflu/Relenza Requisition Form* to request public stockpile antivirals from the department through the County Health Departments. Hospital and private provider partners must report of public asset antiviral dispensed to the County Health Department at least weekly.

**County Health Departments**

County Health Departments shall order public stockpile Antivirals using the New Bulk Pharmaceutical Request form. The on-line order form is available on the Department of Health BSPS SharePoint site at: [http://dsh.sharepoint.doh.ad.state.fl.us/pharm/DrugOrderRequest/Forms/AllItems.aspx](http://dsh.sharepoint.doh.ad.state.fl.us/pharm/DrugOrderRequest/Forms/AllItems.aspx)

County Health Departments are responsible to maintain antiviral dispensing records for public stockpile antivirals dispensed either by the CHD or Healthcare entity partners.

CHD will report the total antiviral utilization (*what was dispensed to the patient at the CHD, Hospital, and Private provider’s office*) to BSPS every Thursday using
the *Antiviral Perpetual Inventory Form* located on the BSPS intranet site at [http://dohiws/Divisions/Pharmacy/H1N1.htm](http://dohiws/Divisions/Pharmacy/H1N1.htm).

**Recovery of Public Stockpile Antivirals**

In the event, that the recovery of unused or expired antivirals from county health department, retail pharmacies or health care entities is warranted, the transaction will be documented using the *Tamiflu/Relenza Requisition Form*. (See attachment D)
64F-12.011 Wholesale Distribution of Prescription Drugs - Exceptions and Specific Distributions Authorized.

(1) The exemption from the definition of wholesale distribution in Section 499.012(1)(a)2.b., F.S., for “emergency medical reasons” includes:

(a) Transfers of a prescription drug between health care entities or from a health care entity to a retail pharmacy to alleviate a temporary shortage of a prescription drug arising from delays in or interruption of regular distribution schedules, and should not occur between the parties so as to amount to the health care entity regularly and systematically supplying that drug;

(b) Transfers of prescription drugs by a health care entity to an emergency transport vehicle which is under the direction of a medical director of an emergency medical service provider licensed under Chapter 401, F.S., for use in the treatment of persons transported to that health care entity to immediately restock a licensed vehicle or an emergency medical kit for prescription drugs used on that person or to immediately restock prescription drugs on the vehicle which have become unsuitable for use. This exception does not extend to the stocking of supply inventory or for warehousing of prescription drugs used by emergency medical service providers;

(c) Emergency transfers of prescription drugs as authorized in Rule 59A-4.112, F.A.C., for nursing homes or Rule 64B16-28.6021, F.A.C., of the Florida Board of Pharmacy; or

(d) Transfers of prescription drugs by a retail pharmacy to another retail pharmacy or to a health care entity to alleviate a temporary shortage, but not for the regular and systematic supplying of that prescription drug;

(e) Transfers of prescription drugs in an emergency declared pursuant to Section 252.36, F.S., until the state of emergency is lifted, under the following conditions:
   1. The manufacturer, wholesaler, or other person supplying the prescription drugs is authorized by Florida law to distribute prescription drugs in or into Florida; and
   2. The prescription drugs are delivered to a temporary emergency medical station, officially designated by the state emergency operation center as a Disaster Medical Assistance Team or State Medical Response Team site;
   3. The prescription drugs are delivered to a Pharmacy licensed under Chapter 465, F.S.;

(f) Transfers of prescription drugs from a health care entity to a pharmacy or other end-user practitioner for a named patient to treat or prevent a serious medical condition when a shortage of the product is documented by the manufacturer; but does not include regular and systematic sales of prescription drugs to licensed practitioners that will be used for routine office procedures.

(g) Transfers of prescription drugs by or on behalf of the Department of Health to the medical director of an advanced life support service provider, licensed under Chapter 401, Part III, F.S., and for further distribution to an emergency transport vehicle operated by the advanced life support services provider, for use in the treatment of persons in need of emergency medical services;
(h) Transfers of prescription drugs by or on behalf of the Department of Health to a health care entity authorized to purchase prescription drugs, for storage and use in the treatment of persons in need of emergency medical services, including controlling communicable diseases or providing protection from unsafe conditions that pose an imminent threat to public health;

(i) Transfers of prescription drugs by or on behalf of the Department of Health to the licensed medical director of a government agency health care entity, authorized to purchase prescription drugs, for storage and use in the treatment of persons in need of emergency medical services, including controlling communicable diseases or providing protection from unsafe conditions that pose an imminent threat to public health.

(j) Transfers of prescription drugs, during the pendency of a declared emergency, by or on behalf of the Department of Health to a community pharmacy authorized to purchase prescription drugs, for dispensing to persons in need of emergency medical services, including controlling communicable diseases or providing protection from unsafe conditions that pose an imminent threat to public health, provided that the community pharmacy returns un-dispensed prescription drugs to the Department of Health Central Pharmacy as described in a written agreement.
Attachment B
Description of DOH Agreement with Retail Pharmacies for Dispensing of Public Stockpile Antivirals

In order to meet the goal of Florida’s Public Antiviral Stockpile Program, dispensing options for the public antiviral stockpile have been expanded to include the following:

1. Participating retail pharmacies may dispense public stockpile antivirals for persons without the ability to pay.

   Under 64F-12.011(1)(j) FAC, DOH may partner with retail pharmacies to dispense public stockpile antivirals with terms and conditions documented in a written agreement. Florida Administrative Code 64F-12.011(1) was amended through an emergency rule executive to include subsection (j). This subsection is effective on 9/11/09 for 90 days. Extension of this provision beyond the 90 day period is contingent upon formal rule making process.

2. Participating retail pharmacies may dispense public stockpile antivirals to persons with the ability to pay in the event of localized spot shortages.

   Under 64F-12.011(1)(a) FAC, DOH may transfer public stockpile antivirals to commercial pharmacies to support a localized spot shortage. However, it is a one-way transfer under existing rule, there is no ability for receiving entity to return the unused product.

The Florida Department of Health, Bureau of Statewide Pharmaceutical Services (BSPS), may form partnerships via executed Memoranda of Understanding (MOU) with retail pharmacy providers to fill prescriptions for persons who have the inability to pay. Additionally, these relationships will allow BSPS to support retail pharmacy providers who may experience spot supply chain distribution shortages. BSPS will be the signatory for all retail pharmacy agreements to participate in this process.

The BSPS will negotiate directly with retail pharmacy system partners which have large numbers of outlets throughout the state. Information about state level agreements will be provided to County Health Departments upon execution.

Smaller, localized pharmacies may be identified based on local needs. If a CHD identifies a pharmacy who wishes to participate, the CHD should provide the pharmacy name and contact information to BSPS for execution for the formal agreement.

For additional information on the terms and conditions of these relationships, please see the Model Memorandum of Understanding in Attachment C of this document.
Whereas, HHS Secretary Michael O. Leavitt issued a Declaration for the Use of the Public Readiness and Emergency Preparedness Act (“PREP Act”) dated January 26, 2007 (“Original Declaration”), as amended on November 30, 2007 and October 17, 2008 with respect to certain avian influenza viruses, and,

Whereas, on April 26, 2009, Acting HHS Secretary Charles Johnson determined that a nationwide Public Health Emergency existed, with potential to affect national security, and,

Whereas, on June 11, 2008 the WHO Director-General Dr Margaret Chan issued a statement raising the level of pandemic influenza alert to Phase 6, beginning the 2009 Influenza Pandemic, and,

Whereas, on June 19, 2008 the Secretary issued a PREP Act declaration identifying the pharmaceuticals Tamiflu and Relenza as “covered countermeasures” to address the threat of or actual human influenza that results from the infection of humans with highly pathogenic avian influenza A viruses including the swine H1N1 virus, and,

Whereas, on June 25, 2009 the Secretary issued a PREP Act declaration similarly identifying the 2009 H1N1 vaccines as a “covered countermeasure” for that same purpose, and,

Whereas, on July 14, 2009 the FDA issued an Emergency Use Authorization letter expanding uses of Tamiflu for treatment and prophylaxis of influenza, and,

Whereas, following her confirmation by the Senate as Secretary of HHS, on July 24, 2009 Secretary Kathleen Sebelius (the “Secretary”) renewed that Public Health Emergency declaration,

Whereupon, the Parties agree as follows:

I. Parties

The Parties to this Memorandum of Understanding are the Florida Department of Health (“DOH”) and [INSERT PHARMACY/PHARMACY CHAIN/CORPORATION NAME] (“Pharmacy”). DOH will implement this Memorandum of Understanding consistent with Chapters 465 and 499, Florida Statutes and Rule 64F-12, F.A.C.

II. Purpose

DOH is an executive branch agency of the government of the State of Florida. Among its duties is the preparation for the possibility of an H1N1 pandemic during the coming months (2009/2010). ___________(Pharmacy) is a corporation properly licensed to do business in the state of Florida, operating a retail pharmacy in Florida. As it is in the mutual interest of FDOH and Pharmacy to properly and efficiently distribute antivirals in this state, they have entered into the following agreement to provide the “covered countermeasure” pharmaceuticals Tamiflu, Relenza, and 2009 H1N1 vaccines to Florida citizens ill with Influenza Like Illness (ILI) despite inability to pay for the same. This MOU establishes the terms, conditions, and responsibilities between the parties for deployment, management, and maintenance of these covered countermeasures which have been delivered into Florida by the federal government and its agents.
III. Legal Authority for MOU

Sections 381.0011(5), (11); and sections 381.003(1)(d), (1)(e), Florida Statutes.

IV. Definition of Terms

Covered countermeasures – Oseltamivir Phosphate (Tamiflu\textsuperscript{reg}) and Zanamivir (Relenza\textsuperscript{reg}), as identified in June 19, 2009 PREP Act declaration; and 2009 H1N1 vaccines, as identified in the June 25, 2009 PREP Act declaration.

Public Asset Antivirals – the countermeasures Tamiflu and Relenza which are or were delivered into Florida by the federal government and its agents from the CDC’s Strategic National Stockpile.

Transfer – a movement of pharmaceuticals in Florida pursuant to Rule 64F-12.011, F.A.C. (exemptions to the Florida Wholesale Distribution statute, sec. 499.012(1)(a)2.b., Florida Statutes) for emergency medical reasons.

V. Intended Beneficiaries, No Private Right Created

The parties to this Agreement further agree and covenant that this Memorandum of Understanding is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below, and does not create or confer any right or benefit on any other person or party, private or public. Nothing in this Memorandum of Understanding is intended to restrict the authority of either signatory to act as provided by law or regulation, or to restrict any agency from enforcing any laws within its authority or jurisdiction.

VI. Mutual Exchange of Promises

DOH Responsibilities:

DOH will ship public asset antivirals from the DOH Central Pharmacy to Pharmacy in amounts determined by mutual agreement of the parties.

DOH Central Pharmacy may ship either to Pharmacy’s central warehouse or to Pharmacy’s individual retail pharmacy locations, as is specified in Attachment A (captioned as “Service Area”).

DOH shall work with Pharmacy locations on Attachment A to streamline reporting and to ensure that Pharmacy’s ordinary reporting method is utilized to the maximum degree possible, as mutually agreed by Pharmacy and DOH.

- DOH will provide Pharmacy a 24-hour Point Of Contact for pharmacy questions, for communication and information needed by DOH and/or Pharmacy.

Pharmacy Responsibilities:

Pharmacy will receive a stock of public asset antivirals from DOH deemed appropriate for Pharmacy.

Pharmacy will be allowed to dispense the public asset antivirals through normal pharmacy operations subject to the following conditions.
Pharmacy will receive the public asset antiviral from the state’s antiviral cache at no charge.

These public asset antivirals will be dispensed at no charge to patients who present valid prescriptions and specify they are unable to pay for antivirals.

A dispensing fee, maximum of $10 per prescription, may be charged by the dispensing Pharmacy. However, the Pharmacy is willing to waive this fee if the patient states he/she is not able to pay this fee.

The main criteria for selection of pharmacies will be geographic location, population demographics, and absence of other pharmacies participating in this DOH program in the county. Pharmacy must accept public asset antivirals from the state cache only in the specific store location(s) mutually agreed upon by Pharmacy and DOH. The Pharmacy locations so agreed upon are attached to this MOU as Attachment A (captioned “Service Area”) hereto.

Pharmacy shall not distribute or transfer public asset antivirals covered by this agreement to any other location without written agreement of DOH.

Public asset antivirals in the control of Pharmacy may not leave the State of Florida under any circumstances.

Pharmacy shall maintain the public asset antivirals inventory physically separate from the Pharmacy’s other pharmaceutical inventory. Public asset antivirals may be used in place of Pharmacy’s antivirals stock at any time, but Pharmacy will restore such “borrowed” antivirals to DOH if they are not dispensed under this agreement to persons unable to pay for same. Pharmacy agrees to keep and maintain detailed records of such use of public asset antivirals.

Pharmacy may use its stock to substitute for public asset antivirals stock, but no reimbursement will be available from DOH or any other state agency or subdivision for such substitution(s).

Pharmacy shall maintain the public asset antivirals in a safe and secure location during all receiving, storage and dispensing steps.

Pharmacy shall submit reports about quantities of public asset antivirals dispensed and on-hand. The frequency of these reports may vary based on information needs corresponding to the developments in the H1N1 pandemic outbreak, such as severity.

Pharmacy will provide, at Attachment A (captioned “Service Area”), a 24-hour Point Of Contact for each Pharmacy location, for communication and information needed by DOH and/or Pharmacy.

Confidentiality: All information provided to Pharmacy by DOH regarding public asset antivirals is strictly confidential under provisions of state law. This includes, but is not limited to, any information about state stock antiviral medication supply, storage, distribution, and dispensing. All information provided by locations listed on Attachment A (i.e. levels of public asset antivirals dispensed and on-hand, distribution channels, etc.) will remain strictly confidential, subject to the same provisions of state law. This information will only be shared by DOH with key emergency response professionals and will be done so under strict confidence as required by law.

If, in the opinion of DOH, Pharmacy fails to adhere to the conditions above, Pharmacy shall upon written demand of DOH immediately return all undispensed antivirals to DOH. Failure to adhere to these conditions may disqualify Pharmacy from participating in this and future pharmaceutical distribution efforts. DOH reserves the right to pursue other remedies allowed by law for failure to adhere to these conditions.

VII. Record-Keeping & Audit Cooperation

PHARMACY must maintain separate and apart from other prescription drug inventory any public asset antivirals of the DOH transferred to it under this MOU and in its possession.
PHARMACY must maintain and produce immediately for inspection all records of movement or transfer of all the public asset antivirals transferred to it under this MOU, including, but not limited to, the records of receipt and disposition of public asset antivirals. Each location of PHARMACY dispensing or administering these public asset antivirals must maintain and produce records documenting the dispensing or administration. Records that are required to be maintained include, but are not limited to, a perpetual inventory itemizing drugs received and drugs dispensed by prescription number or administered by patient identifier, which must be submitted to the agency or entity quarterly.

PHARMACY may administer or dispense the public asset antivirals only to persons unable to pay for antivirals, or must return the public asset antivirals for or to the agency or entity. PHARMACY must require proof from each person seeking to fill a prescription or obtain treatment that the person is unable to pay for the public asset antivirals, and must, at a minimum, maintain a copy of this proof as part of the records of PHARMACY as required above.

VIII. No Indemnification

Any party who is a state agency or subdivision, as defined in section 768.28, F.S., agrees to be fully responsible to the extent provided by section 768.28, F.S., for the negligent acts or omissions or tortious acts of its own employees, agents or principals which result in claims or suits against the other party (parties), and agrees to be liable for any damages proximately caused by said acts or omissions or torts. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Memorandum of Understanding.

Any indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Memorandum of Understanding or the termination of this Memorandum of Understanding for any reason.

IX. Insurance

Each Party, at his/her expense, shall maintain ordinary property and liability insurance.

X. Assignment or Sub-Contracting

No party shall assign, transfer, pledge, or dispose of this Memorandum of Understanding or any interest therein, whether as security for any of its indebtedness or otherwise. Subject to the foregoing, this Memorandum of Understanding inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

XI. Waiver

No failure of any party to enforce any term hereof shall be deemed to be a waiver.

XII. Dispute Resolution

Any dispute arising from this Agreement is to be resolved according to Florida law, which controls same, and such disputes may be litigated only in the Second Judicial Circuit of Florida courts. In any such legal action, venue lies in Leon County Florida. The parties agree to engage in mediation of all legal actions arising from this Agreement, the cost of mediation
services to be divided equally among the parties. If any provision of this Agreement is determined by settlement or by judgment of a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect notwithstanding.

XIII. Severability & Survivability

If any provision of this Memorandum of Understanding is determined by settlement or by judgment of a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect notwithstanding.

XIV. Venue and Choice of Law

Any dispute arising from this Memorandum of Understanding is to be resolved according to Florida law, which controls same, and such disputes may be litigated only in the Second Judicial Circuit of Florida courts. In any such legal action, venue lies in Leon County, Florida.

XV. Amendment

All terms and conditions of this Agreement are fully set forth in this document. There are no other terms or other agreements outside this document. This agreement may be amended at any time by a writing setting out the signed mutual agreement of the parties. This MOU is the complete agreement of the parties. There are no other agreements, written or otherwise.

XVI. Effective Date, Term & Termination

This Memorandum of Understanding shall become effective upon the signature of both parties and shall remain in effect until otherwise agreed to by the parties. This Agreement may be terminated by either party without cause upon no less than 30 days written notice to the other party, unless a lesser time is mutually agreed upon in writing by both parties. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

XVII. Authority to Bind Principals

The persons executing this Memorandum of Understanding on behalf of their respective agency parties hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this Memorandum of Understanding on behalf of the agency for which they sign.
Attachment D
County Health Department Public Stockpile Antiviral Transfer Procedures

The following procedures should be used to transfer of public stockpile Antivirals from a County Health Department to local healthcare entities:

1. The healthcare entity shall request public stockpile Antivirals using the using the *Tamifl/Relenza Requisition Form*. The County Health Department may develop supplemental forms or information sheets to convene county specific details as necessary.

2. The healthcare entity may fax, hand-deliver or email the request to the County Health Department designated point of contact.

3. CHD personnel will fill requests and prepare for delivery or pickup based on county procedures.

4. The healthcare entity will sign for receipt of public stockpile antivirals upon delivery or pickup.

5. A copy of the receipt will be supplied with each order to the healthcare entity. The CHD will retain copies of all transactions.

6. Medications provided are subject to audit for proper use in the future. Detailed records of distribution must be maintained by the healthcare entity.

7. The healthcare entity shall report at least weekly to the CHD on public stockpile Antivirals that have been dispensed.
Requesting/Receiving Entity:

FACILITY: __________________________________________
ADDRESS: __________________________________________
PHONE#: __________________ FAX#: ________________

PHARMACY / PROVIDER: __________________
PERMIT/LICENSE #: ________________
DIRECTOR OR DESIGNEE (Print) ____________________________
(Sign) __________________________________

QTY REQUESTED: QTY ISSUED:

TAMIFLU  75mg Capsules, Blister of 10 Capsules ___ Cases (3 Max) ___ Cases Lot #
TAMIFLU  30mg Capsules, Blister of 10 Capsules ___ Cases (3 Max) ___ Cases Lot #
TAMIFLU  45mg Capsules, Blister of 10 Capsules ___ Cases (1 Max) ___ Cases Lot #
TAMIFLU  300mg Oral Suspension, 300mg ___ Cases (1 Max) ___ Cases Lot #
RELENZA  Diskhaler system 5mg ___ Cases (1 Max) ___ Cases Lot #

RECEIVED BY: (Print): __________________________ (Sign): __________________________ DATE: ________________

**FOR USE BY RECEIVING PERSONNEL ONLY**

QUANTITY RETURNED: Lot#

TAMIFLU  75mg Capsules __________ __________ RECEIVED BY: (Print): __________________________
TAMIFLU  30mg Capsules __________ __________
TAMIFLU  45mg Capsules __________ __________
TAMIFLU  300mg Oral Suspension __________ __________ ISSUED BY: (Print) __________________
RELENZA  Diskhaler system 5mg __________ __________ (Sign) __________________ DATE: __________

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