



**Authorization for Pharmacist-Administered Vaccines**

This Authorization (**Agreement**) is made effective as January 1, 2022 (“Effective Date”), by and between Elisa Melendez-Eisman (**Authorizing Physician**), a physician licensed in and actively practicing in the State of Colorado, and **Genoa Healthcare, LLC (Pharmacy)**, a Colorado licensed pharmacy, for the purpose of setting forth the terms under which a pharmacist (**Pharmacist**), who is employed by Pharmacy, may administer vaccines without a prescription.

**1. Pharmacist Qualifications.** Pharmacy must ensure that Pharmacist meets the following requirements prior to administering a vaccine to an individual under this Agreement.

- a. Relationship with Pharmacy.** Pharmacist must be an employee of Pharmacy. If Pharmacist’s employment with Pharmacy ends, Pharmacist’s authorization to administer vaccines under this Agreement is immediately terminated.
- b. Training.** Pharmacist must have successfully completed the following training and certification and must post proof of completion at Pharmacy<sup>1</sup>:
  - i.** Pharmacy--based immunization delivery course of at least twenty (20) hours of training, including didactic and live hands-on training that is either accredited by the Accreditation Council for Pharmacy Education (ACPE) or provided by an ACPE accredited school or college of pharmacy as part of obtaining a pharmacy degree;<sup>2</sup> and
  - ii.** Basic cardiopulmonary resuscitation (CPR) certification issued by the American Heart Association or the American Red Cross or a basic cardiac life support certification.<sup>3</sup>
- c. Continuing Competency.** Pharmacist must maintain current CPR or BLCS certification.<sup>4</sup>
- d. License in Good Standing.** Pharmacist must be licensed and in good standing with the Colorado Board of Pharmacy.

**2. Pharmacy Duties.**

- a. Contraindications and Precautions.** Pharmacy must ensure that professional judgment is exercised in determining whether a vaccine is appropriate for an individual. Decisions concerning the administration of a vaccine must be made in compliance with the current recommendations of the Advisory Committee on Immunization Practices (ACIP) published by the Centers for Disease Control and Prevention (CDC) and the protocol for the vaccine (available in Exhibit A). The individual record must include the patient responses to screening questions for indications/contraindications.<sup>5</sup>
- b. Informed Consent.** Pharmacy must obtain written informed consent from each individual (or if the individual is a minor, the individual’s parent or guardian) prior to administering a vaccine.<sup>6</sup>
- c. Vaccines and Emergency Medications that may be Administered.** The following vaccines and immunizations may be administered in compliance with 3-719-1 CCR 19.01.10, 3-719-1 CCR 19.01.20, 3-719-1 CCR 19.01.30, 3-719-1 CCR 19.01.40, 3-719-1 CCR 19.01.50, CDC guidelines, the recommendations of the ACIP, and the attached protocol for the vaccine available in Exhibit A.<sup>7</sup>
  - i. Children under nineteen (19) years of age.**
    - 1. DTaP.....(Exhibit A-21)
    - 2. HepA.....(Exhibit A-5)
    - 3. HepB.....(Exhibit A-7)
    - 4. Hib.....(Exhibit A-1)

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<sup>1</sup> 3-719-1 CCR 19.01.10(b).  
<sup>2</sup> 3-719-1 CCR 19.01.10(b)(1).  
<sup>3</sup> 3-719-1 CCR 19.01.10(b)(2).  
<sup>4</sup> *Id.*  
<sup>5</sup> 3-719-1 CCR 19.01.40(a)(2).  
<sup>6</sup> [3-719-1 CCR 19.01.30\(c\)](#).  
<sup>7</sup> [3-719-1 CCR 19.01.10\(b\)\(3\)](#).



- 5. HPV.....(Exhibit A-9)
- 6. Influenza.....(Exhibit A-2)
- 7. IPV.....(Exhibit A-19)
- 8. MenACWY, MenB.....(Exhibits A-13, A-15)
- 9. MMR.....(Exhibit A-11)
- 10. PPSV, PCV.....(Exhibits A-16, A-17)
- 11. RV.....(Exhibit A-20)
- 12. Tdap/Td.....(Exhibit A-22)
- 13. Varicella.....(Exhibit A-24)
- 14. COVID-19.....(Exhibit A-34)

**ii. Adults who are nineteen (19) years of age and older.**

- 1. HepA.....(Exhibit A-6)
- 2. HepB.....(Exhibit A-8)
- 3. Hib.....(Exhibit A-3)
- 4. HPV.....(Exhibit A-10)
- 5. Influenza.....(Exhibit A-4)
- 6. MenACWY or MPSV4, MenB.....(Exhibits A-14, A-15)
- 7. MMR.....(Exhibit A-12)
- 8. PCV13, PPSV23.....(Exhibit A-18)
- 9. Tdap/Td.....(Exhibit A-23a, A-23b)
- 10. Varicella.....(Exhibit A-25)
- 11. Zoster (>50 years old).....(Exhibit A-26)
- 12. COVID-19.....(Exhibit A-34)

**iii. Emergencies or Disasters.** In the event that a governmental agency declares a disaster or emergency and grants pharmacists expanded scope of practice to administer vaccines in addition to those set forth in this Agreement, Pharmacy may authorize Pharmacist to administer those vaccines in accordance with the governmental guidelines.

**d. Documentation.** All vaccines administered must be properly documented.

**i. Vaccine Information Statement.** The current Vaccine Information Statement (VIS) for each vaccine to be administered must be discussed and provided to each individual (or if the individual is a minor, the individual’s parent or guardian).<sup>8</sup> The VIS is available at <http://www.cdc.gov/vaccines/hcp/vis/>.

**ii. Individual Records.** Pharmacy must maintain an individual record of administration including: individual name, address and date of birth; individual responses to screening questions; administration date, vaccine given, site of injection, dose, manufacturer, lot number, expiration date; signed informed consent form; date VIS was provided and version of VIS provided; and signature or identifiable initials of person administering vaccine.<sup>9</sup> Pharmacy must maintain all required records in a manner that is uniformly maintained, readily retrievable, and available for inspection for a period of three (3) years.<sup>10</sup> Immunization records must be maintained separately from other records at Pharmacy.<sup>11</sup>

**e. Emergency Procedures for Adverse Reactions.** Allergic, anaphylactic, or other emergency conditions must be managed according to the emergency protocol (Exhibits A-31, A-32).<sup>12</sup>

**f. Reporting.**

**i. State.** Pharmacy may report the administration of vaccines to the Colorado Immunization Information System (CIIS), unless the individual (or in the case of a minor, the individual’s

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<sup>8</sup> [3-719-1 CCR 19.01.30\(c\)](#).  
<sup>9</sup> [3-719-1 CCR 19.01.40\(a\)](#).  
<sup>10</sup> [3-719-1 CCR 19.01.40\(a\); \(c\)](#).  
<sup>11</sup> [3-719-1 CCR 19.01.40\(b\)](#).  
<sup>12</sup> [3-719-1 CCR 19.01.30\(b\)](#).



parent or guardian) chooses to exclude the individual's immunization information from the CIIS.<sup>13</sup>

ii. **Adverse Events.** Pharmacy must report adverse events to the Vaccine Adverse Events Reporting System (VAERS) and the primary care provider identified by the patient within ten (10) days of the adverse event.<sup>14</sup>

g. **References.** Pharmacy must maintain a copy of this Agreement, including all Exhibits, written policies and procedures for handling and disposal of used and contaminated equipment and supplies, and a current hard copy or electronic copy of the CDC reference "Epidemiology and Prevention of Vaccine-Preventable diseases" at all places where Pharmacist administers vaccines.<sup>15</sup>

h. **Delegation.** Pharmacy may delegate administration of a vaccine to an intern provided that:

i. The intern is under the direct supervision of Pharmacist;<sup>16</sup> and

ii. The intern has completed all necessary training.<sup>17</sup>

### 3. **Authorizing Physician Duties.**

a. **Availability.** Authorizing Physician must be available for consultation, questions about contraindications or precautions, and advice in the event of an adverse reaction.

b. **Protocol Review.** Authorizing Physician will review the services provided under the Agreement on an annual basis.

4. **Term and Termination.** Unless rescinded earlier in writing by either party for any reason, the term of this Agreement shall commence on the Effective Date and shall continue in effect for one (1) year (the "Term") for activities performed by Pharmacist in Pharmacy. If Pharmacist's employment with Pharmacy ends, Pharmacist's authorization under this Agreement is automatically terminated.

### 5. **Miscellaneous.**

a. **Changes to Agreement.** This Agreement may be modified only by a written instrument signed by both Parties.

b. **Entire Agreement.** This Agreement, the Protocols and any Exhibits constitute the entire understanding of the Parties regarding the subject matter hereof, and supersede any prior agreements, writings or understandings, whether oral or written. This Agreement may be executed in multiple counterparts, all of which will constitute one and the same agreement. Each Party intends the facsimile of its signature printed by a receiving fax machine to be an original signature.

c. **Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado, without reference to its conflict of law provisions.

d. **Headings.** The headings to the sections and subsections of this Agreement must be disregarded in its interpretation.

e. **Assignment.** This Agreement is binding upon the Parties and their successors and permitted assigns. Neither Party must assign its rights or delegate or subcontract its duties under this Agreement without prior written consent of the other Party.

f. **Notice.** All notices required or permitted hereunder will be deemed sufficiently given if hand-delivered or sent by certified mail or by facsimile, with confirmation receipt, addressed as follows:

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<sup>13</sup> [CO Dep't of Public Health & Environment, CO Immunization Information System.](#)

<sup>14</sup> [3-719-1 CCR 19.01.30\(d\).](#)

<sup>15</sup> [3-719-1 CCR 19.01.30\(b\)](#), [3-179-1 CCR 19.01.10.](#)

<sup>16</sup> [3-719-1 CCR 19.01.10\(a\).](#)

<sup>17</sup> [3-719-1 CCR 19.01.20.](#)



If to Pharmacy:

**Name:** Genoa Healthcare, LLC.  
**Address:** 707 S. Grady Way, Suite 700  
Renton, WA 98057  
**Facsimile:** (253) 218-0336

If to Authorizing Physician:

**Name:** Elisa Melendez-Eisman  
**Facsimile:** 303-673-1500

**g. Privacy of Medical Records.** The Parties will treat all medical records or other health and enrollment information as confidential and protected against unauthorized disclosure so as to comply with all state and federal laws regarding the privacy, security, confidentiality and disclosure of individuals' health information. The Parties must allow each other to use medical records as necessary to provide appropriate individual care.

**h. Exclusion from Federal Health Care Programs.**


- i. Pharmacy.** Pharmacy hereby represents that neither Pharmacy, nor, to the best of Pharmacy's knowledge, Pharmacist, Pharmacy's employees, agents or independent contractors involved in the provision of services have been excluded from participation in any Federally-funded health care programs, including, but not limited to, Medicare and Medicaid.
- ii. Physician.** Authorizing Physician hereby represents that neither Authorizing Physician, the company under which Authorizing Physician submits claims to Medicare (Group Practice) nor, to the best Authorizing Physician's knowledge, Group Practice's employees, agents or independent contractors involved in the provision of services have been excluded from participation in any Federally-funded health care programs, including, but not limited to, Medicare and Medicaid.

**i. Independent Contractors.** Each Party is an independent entity and nothing in this Agreement must be construed to establish an employer/employee or principal/agent relationship or any fiduciary or other relationship other than independent parties contracting with each other for the purpose of carrying out the duties and obligations of this Agreement.

**j. Severability and Waiver.** The invalidity or unenforceability of any term or provision of this Agreement must in no way affect the validity or enforceability of any other term or provision. The waiver by either Party of a breach of any provision of this Agreement must not operate as or be construed as a waiver of any subsequent breach thereof.

The undersigned represent that they are duly authorized to execute this Agreement on behalf of the party for whom they sign; and such party shall be bound by the terms of this Agreement.

*[Signature Page Follows]*

<p><b>Authorizing Practitioner Signature:</b></p> <p>Signature: </p> <p>Print Name: <u>Elisa G Meléndez</u></p> <p>Address: <u>1181 East 120th Ave</u></p> <p>City/State/Zip: <u>Thornton, CO 80233</u></p>	<p><b>Genoa Healthcare, LLC:</b></p> <p>Signature: </p> <p><small>73AD77DEC82C40C...</small></p> <p>Print Name: <b>Amr Elebiary, Pharm.D., MBA</b></p> <p>Title: Regional VP of Operations – West Division</p> <p>Address: 707 S. Grady Way, Suite 700</p>
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Medical License#: <u>46156</u>	City/State/Zip: <u>Renton, WA 98057</u>
Phone#: <u>303-673-1500</u>	Phone#: <u>(888) 436-6279</u>
Date: <u>1/5/22</u>	Date: <u>11/19/2021   9:37 AM PST</u>

**Exhibit A: Protocols**

Exhibit A-1	Haemophilus influenzae type b (Hib) – Children	<a href="http://www.immunize.org/catg.d/p3083a.pdf">www.immunize.org/catg.d/p3083a.pdf</a>
Exhibit A-2	Influenza inactivated and live intranasal – Children	<a href="http://www.immunize.org/catg.d/p3074a.pdf">www.immunize.org/catg.d/p3074a.pdf</a>
Exhibit A-3	Haemophilus influenzae type b (Hib) – Adults	<a href="http://www.immunize.org/catg.d/p3083.pdf">www.immunize.org/catg.d/p3083.pdf</a>
Exhibit A-4	Influenza inactivated and live intranasal – Adults	<a href="http://www.immunize.org/catg.d/p3074.pdf">www.immunize.org/catg.d/p3074.pdf</a>
Exhibit A-5	Hepatitis A – Children	<a href="http://www.immunize.org/catg.d/p3077a.pdf">www.immunize.org/catg.d/p3077a.pdf</a>
Exhibit A-6	Hepatitis A – Adults	<a href="http://www.immunize.org/catg.d/p3077.pdf">www.immunize.org/catg.d/p3077.pdf</a>
Exhibit A-7	Hepatitis B – Children	<a href="http://www.immunize.org/catg.d/p3076a.pdf">www.immunize.org/catg.d/p3076a.pdf</a>
Exhibit A-8	Hepatitis B – Adults	<a href="http://www.immunize.org/catg.d/p3076.pdf">www.immunize.org/catg.d/p3076.pdf</a>
Exhibit A-9	HPV – Children	<a href="http://www.immunize.org/catg.d/p3090.pdf">www.immunize.org/catg.d/p3090.pdf</a>
Exhibit A-10	HPV – Adults	<a href="http://www.immunize.org/catg.d/p3091.pdf">www.immunize.org/catg.d/p3091.pdf</a>
Exhibit A-11	MMR – Children	<a href="http://www.immunize.org/catg.d/p3079a.pdf">www.immunize.org/catg.d/p3079a.pdf</a>
Exhibit A-12	MMR – Adults	<a href="http://www.immunize.org/catg.d/p3079.pdf">www.immunize.org/catg.d/p3079.pdf</a>
Exhibit A-13	Meningococcal (MenACWY) – Children	<a href="http://www.immunize.org/catg.d/p3081a.pdf">www.immunize.org/catg.d/p3081a.pdf</a>
Exhibit A-14	Meningococcal (MenACWY) – Adults	<a href="http://www.immunize.org/catg.d/p3081.pdf">www.immunize.org/catg.d/p3081.pdf</a>
Exhibit A-15	Meningococcal B (MenB) – Children and Adults	<a href="http://www.immunize.org/catg.d/p3095.pdf">www.immunize.org/catg.d/p3095.pdf</a>
Exhibit A-16	Pneumococcal polysaccharide vaccine (PPSV) – Children	<a href="http://www.immunize.org/catg.d/p3075a.pdf">www.immunize.org/catg.d/p3075a.pdf</a>
Exhibit A-17	Pneumococcal conjugate vaccine (PCV) – Children	<a href="http://www.immunize.org/catg.d/p3086.pdf">www.immunize.org/catg.d/p3086.pdf</a>
Exhibit A-18	Pneumococcal (PPSV23 and PCV13) – Adults	<a href="http://www.immunize.org/catg.d/p3075.pdf">www.immunize.org/catg.d/p3075.pdf</a>
Exhibit A-19	Polio (IPV) – Children	<a href="http://www.immunize.org/catg.d/p3071.pdf">www.immunize.org/catg.d/p3071.pdf</a>
Exhibit A-20	Rotavirus (RV) – Children	<a href="http://www.immunize.org/catg.d/p3087.pdf">www.immunize.org/catg.d/p3087.pdf</a>
Exhibit A-21	Tetanus-diphtheria toxoids & pertussis (DTaP) – Children	<a href="http://www.immunize.org/catg.d/p3073.pdf">www.immunize.org/catg.d/p3073.pdf</a>
Exhibit A-22	Tetanus-diphtheria toxoids & pertussis (Tdap/Td) – Children	<a href="http://www.immunize.org/catg.d/p3078a.pdf">www.immunize.org/catg.d/p3078a.pdf</a>
Exhibit A-23a	Tetanus-diphtheria toxoids & pertussis (Tdap/Td) – Adults	<a href="http://www.immunize.org/catg.d/p3078.pdf">www.immunize.org/catg.d/p3078.pdf</a>
Exhibit A-23b	Tetanus-diphtheria toxoids & pertussis (Tdap/Td) – Pregnant Women	<a href="http://www.immunize.org/catg.d/p3078b.pdf">www.immunize.org/catg.d/p3078b.pdf</a>
Exhibit A-24	Varicella (Chicken Pox) – Children	<a href="http://www.immunize.org/catg.d/p3080a.pdf">www.immunize.org/catg.d/p3080a.pdf</a>
Exhibit A-25	Varicella (Chicken Pox) – Adults	<a href="http://www.immunize.org/catg.d/p3080.pdf">www.immunize.org/catg.d/p3080.pdf</a>
Exhibit A-26	Zoster – Adults CDC Guidance (>50 yr)	<a href="http://www.immunize.org/catg.d/p3092.pdf">www.immunize.org/catg.d/p3092.pdf</a>
Exhibit A-27	Japanese Encephalitis – Children and Adults	<a href="https://bula-docs.s3.amazonaws.com/immunization-cpas/vaccine-protocols/japanese-encephalitis-standing-order-9-2015.docx">https://bula-docs.s3.amazonaws.com/immunization-cpas/vaccine-protocols/japanese-encephalitis-standing-order-9-2015.docx</a>
Exhibit A-28	Rabies – Children and Adults	<a href="https://bula-docs.s3.amazonaws.com/immunization-cpas/vaccine-protocols/rabies-vaccine-standing-order-9-2015.docx">https://bula-docs.s3.amazonaws.com/immunization-cpas/vaccine-protocols/rabies-vaccine-standing-order-9-2015.docx</a>
Exhibit A-29	Typhoid – Children and Adults	<a href="https://bula-docs.s3.amazonaws.com/immunization-cpas/vaccine-protocols/typhoid-vaccine-standing-order-9-2015.docx">https://bula-docs.s3.amazonaws.com/immunization-cpas/vaccine-protocols/typhoid-vaccine-standing-order-9-2015.docx</a>
Exhibit A-30	Yellow Fever – Children and Adults	<a href="https://bula-docs.s3.amazonaws.com/immunization-cpas/vaccine-protocols/yellow-fever-standing-order-9-2015.docx">https://bula-docs.s3.amazonaws.com/immunization-cpas/vaccine-protocols/yellow-fever-standing-order-9-2015.docx</a>
Exhibit A-31	Medical Management of Vaccine Reactions in Adult Patients	<a href="http://www.immunize.org/catg.d/p3082.pdf">www.immunize.org/catg.d/p3082.pdf</a>
Exhibit A-32	Medical Management of Vaccine Reactions in Children and Teens	<a href="http://www.immunize.org/catg.d/p3082a.pdf">www.immunize.org/catg.d/p3082a.pdf</a>
Exhibit A-34	COVID-19 Vaccines	Moderna:

**Exhibit A: Protocols**

		<p><a href="https://www.cdc.gov/vaccines/covid-19/info-by-product/moderna/downloads/standing-orders.pdf">https://www.cdc.gov/vaccines/covid-19/info-by-product/moderna/downloads/standing-orders.pdf</a></p> <p><b>Pfizer-BioNTech:</b></p> <p><a href="https://www.cdc.gov/vaccines/covid-19/info-by-product/pfizer/downloads/standing-orders.pdf">https://www.cdc.gov/vaccines/covid-19/info-by-product/pfizer/downloads/standing-orders.pdf</a></p> <p><b>Janssen, Inc (Johnson &amp; Johnson):</b></p> <p><a href="https://www.cdc.gov/vaccines/covid-19/info-by-product/janssen/downloads/Janssen-Standing-Orders.pdf">https://www.cdc.gov/vaccines/covid-19/info-by-product/janssen/downloads/Janssen-Standing-Orders.pdf</a></p>
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