

MEMORANDUM OF AGREEMENT
BETWEEN THE
VIRGINIA DEPARTMENT OF EDUCATION
VIRGINIA DEPARTMENT OF HEALTH PROFESSIONS
VIRGINIA BOARD OF PHARMACY
AND THE
VIRGINIA DEPARTMENT OF LABOR AND INDUSTRY

PARTIES

This Memorandum of Agreement (MOA) is entered into by the Virginia Department of Education (VDOE), Virginia Department of Health Professions (DHP), Virginia Board of Pharmacy (Board) and Virginia Department of Labor and Industry (DOLI), for the purpose of assuring the workplace safety and health of high school students under the age of 18 that participate in Pharmacy Technician I and II Career and Technical Education (CTE) Clinical Experiences in participating licensed Virginia pharmacies.

STATEMENT OF AUTHORITY

Statutory authority to undertake the responsibilities and perform the activities described in this MOA is conveyed to DOLI under [Va. Code §40.1-100.A.4](#), [Va. Code § 40.1-103](#), and [Va. Code §40.1-89](#).

Statutory authority to undertake the responsibilities and perform the activities described in this MOA is conveyed to VDOE under [Va. Code § 22.1-227.01](#), et seq. Statutory authority to undertake the responsibilities and perform the activities described in this MOA is conveyed to DHP under [Va. Code § 54.1-2500](#), et seq.

Statutory authority to undertake the responsibilities and perform the activities described in this MOA is conveyed to the Board under [Va. Code §§ 54.1-2400, 54.1-3307 and 54.1-3321](#).

STATEMENT OF INTENT

This MOA represents a cooperative understanding between the Parties, as indicated by the representative signatures below. It is entered into for the mutual benefit of the Parties with regard to their respective missions and in furtherance of assuring the workplace safety and health of high school students under the age of 18 that participate in Pharmacy Technician I and II CTE Clinical Experiences in participating Virginia pharmacies.

STATEMENT OF WORK

The Parties will work cooperatively to develop and implement policies and procedures designed to provide a safe and healthy work environment for Pharmacy Technician I and II CTE students under the age of 18 who engage in Clinical Experiences at participating Virginia pharmacies. Students must be at least 16 years old to participate.

Special focus will be placed on those students under the age of 18 who during a Clinical Experience engage in job tasks at a pharmacy involving the direct handling (e.g., counting, measuring, compounding, etc.) of prescription drugs.

VDOE and DOLI agree to include the following provisions in VDOE's Pharmacy Clinical Affiliation Agreement and DOLI's Work-Training Program Written Agreement respectively:

- The Clinical Experience workplace ratio of supervisor to student shall be 1:1. Provided that the school division supervisor (a registered pharmacy technician) is present and provides "direct and close supervision" to the student or assures that the pharmacist designates a licensed pharmacist or registered pharmacy technician to "provide direct and close supervision" to meet a one-to-one ratio of supervisors to students, DOLI would consider such an arrangement to comply with [Va. Code § 40.1-89](#).
- All students enrolled in Pharmacy Technician I or II courses shall undergo a criminal background check before being permitted by a school division to participate in a Clinical Experience at a participating pharmacy. A [Juvenile Records Request](#) submitted by the parent/guardian of the student through the Virginia Department of Juvenile Justice (VDJJ) will be deemed to meet this requirement. The process will be repeated if the student changes pharmacies. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks. The results of the request will be provided to the school prior to the student's Clinical Experience placement.

- School divisions shall be required to inform the Clinical Coordinator/Director and CTE Director of any CTE Pharmacy Technician I or II student under the age of 18 who has committed any felonious conduct involving alcohol, marijuana, a controlled substance, imitation controlled substance, or an anabolic steroid (reporting non-felony offenses involving these are subject to the principal's discretion). [Va. Code § 22.1-279.3:1\(A\)\(iii\)](#). The school shall immediately remove the student from any Clinical Experience at the pharmacy.
- Prior to permitting a student under the age of 18 to participate in Clinical Experience (and on a quarterly basis thereafter), the school division shall check the DHP [License Lookup](#) webpage for the prior three calendar years of licensing, inspection, violation and penalty history of the host pharmacy, pharmacist(s) and pharmacy technician(s) for significant violations of the Board's statutes and regulations; and license probations, suspensions or revocations. A record of the searches shall be maintained for a period of three years.

NOTE: "Significant violations of the Board's statutes and regulations" includes, but is not limited to, instances of drug diversion, drug theft, and the appearance of a pattern of behavior indicative of systemic problems with inventory control.

Should the check of DHP's License Lookup prior to student placement result in the identification of significant violations, license, registration, or permit probations, suspensions or revocations, the school division shall conduct an assessment of whether the pharmacy meets the high operational and ethical standards necessary to warrant inclusion in the Clinical Experience. The assessment shall be in writing and provided to DOLI, the student and the student's parents/guardian prior to the student being allowed to start a Clinical Experience at the pharmacy.

Notification to DOLI shall be sent to:

Assistant Director
Division of Labor and Employment Law
Virginia Department of Labor and Industry
North Run Business Park
1570 East Parham Road
Richmond, Virginia 23228

If the above assessment does not result in the initial placement of the student in a Clinical Experience with the subject pharmacy, no notification to the student, the student's parents/guardian or DOLI is required.

Should a quarterly check of DHP's License Lookup result in the identification of significant violations, license, registration or permit probations, suspensions or revocations, the school division shall immediately remove the student from the Clinical Experience at the pharmacy and conduct an assessment of whether the

pharmacy meets the high operational and ethical standards necessary to warrant inclusion in the Clinical Experience.

The assessment shall be in writing and provided to DOLI, the student and the student's parents/guardian prior to the student being allowed to return to a Clinical Experience at the pharmacy. Notification to DOLI shall be sent to the contact information referenced above.

- The school division and participating pharmacy shall limit Clinical Experience job tasks involving direct handling of unpackaged prescription drugs assigned to Pharmacy Technician II students under the age of 18 to Schedule VI drugs. Pharmacy Technician I students shall not engage in the direct handling of unpackaged prescription drugs.
- Participating pharmacies shall immediately notify (but within no later than three business days of the pharmacy's receipt of final determination) the pharmacy program Clinical Coordinator/Director and CTE Director if the license of a pharmacist or registration of a pharmacy technician is put on probation, suspended or revoked. Upon receiving such notification, the school division shall immediately remove the student from the Clinical Experience at the pharmacy and conduct an assessment of whether the pharmacy meets the high operational and ethical standards necessary to warrant inclusion in the Clinical Experience.

The assessment shall be in writing and provided to DOLI, the student and the student's parents/guardian prior to the student being allowed to return to the Clinical Experience at the pharmacy. Notification to DOLI shall be sent to the contact information referenced above.

- Participating pharmacies shall immediately notify (but within no later than three business days of the pharmacy's receipt of final inspection results) the pharmacy program Clinical Coordinator/Director and CTE Director of the final results of DHP inspections, including any violations issued, penalties assessed and the terms of any consent orders. Should the inspection results indicate the presence of significant violations, license probations, suspensions or revocations, the school division shall immediately remove the student from the Clinical Experience at the pharmacy and conduct an assessment of whether the pharmacy meets the high operational and ethical standards necessary to warrant inclusion in the Clinical Experience.

The assessment shall be in writing and provided to DOLI, the student and the student's parents/guardian prior to the student being allowed to return to the Clinical Experience at the pharmacy. Notification to DOLI shall be sent to the contact information referenced above.

- Participating pharmacies shall immediately notify (but within no later than three business days) the pharmacy program Clinical Coordinator/Director and CTE Director of drug diversions or drug thefts. The school division shall immediately inform affected students and their parents/guardian of the notification. Upon receipt of such notification, the school division shall immediately remove the student from the Clinical Experience at the pharmacy and conduct an assessment of whether the pharmacy meets the high operational and ethical standards necessary to warrant inclusion in the Clinical Experience.

The assessment shall be reduced to writing and provided to DOLI, the student and the student's parents/guardian prior to the student being allowed to return to the Clinical Experience at the pharmacy. Notification to DOLI shall be sent to the contact information referenced above.

RESPONSIBILITY OF PARTIES

VDOE

VDOE will inform in writing school divisions, Pharmacy Technician students under the age of 18 and their parents/guardian, and participating pharmacies of DOLI'S requirement to enter into a Work-Training Program Written Agreement (based on [Va. Code §40.1-89](#)) with DOLI in order participate in a Pharmacy Technician Clinical Experience. Though not limited as such, this requirement can be met by posting the information on the agency's website.

VDOE will develop, with input from the parties, and implement Pharmacy Clinical Experience Forms, including the Pharmacy Clinical Affiliation Agreement, specific to the Pharmacy Technician I and II courses for use in the fall semester of 2022.

BOARD OF PHARMACY

The Board will inform in writing Pharmacy Technician Trainee registrants under the age of 18 and their parents/guardian of DOLI'S requirement to enter into a Work-Training Program Written Agreement (based on [Va. Code §40.1-89](#)) with DOLI in order to undertake job tasks that could involve the direct handling of prescription drugs. This requirement can be met by posting the information on the agency's website.

The Board will work with DOLI, DHP and VDOE to develop a DOLI Compliance Officer training program specific to conducting child labor inspections in pharmacies.

DHP

DHP will conduct inspections in accordance with its laws, standards, regulations and procedures of participating pharmacies in response to complaints, referrals and as part of a planned inspection program.

DHP will work with DOLI, the Board and VDOE to develop a DOLI Compliance Officer training program specific to conducting child labor inspections in pharmacies.

DOLI

DOLI will develop and implement a DOLI Work-training Program Written Agreement (based on [Va. Code §40.1-89](#)) to be used by Pharmacy Technician II students under the age of 18 and their parents/guardian, the school division, and participating pharmacies for use in the fall semester of 2022.

DOLI will conduct child labor inspections in accordance with its laws, standards, regulations and procedures of participating pharmacies in response to complaints, referrals and as part of a planned inspection program.

DOLI will work with DHP, the Board and VDOE to develop a DOLI Compliance Officer training program specific to conducting child labor inspections in pharmacies.

DOLI will pursue promulgation of a permanent regulation addressing VDOE CTE Pharmacy Technician Training Programs and DOLI Work-Training Program Written Agreements in accordance with [Va. Code §40.1-89](#).

CONFIDENTIALITY AND SECURITY OF RECORDS

All personnel assigned by the Parties to work in accordance with the terms of this MOA shall be knowledgeable of and abide with the provisions of federal and state laws and regulations, pertaining to the confidentiality and security of information, that apply to student, pharmacy, agency inspection and agency investigation records created under this MOA.

RECORDS RETENTION

Each Party is responsible for ensuring agency specific records retention legal requirements are met.

IMPASSE RESOLUTION

The Parties agree to communicate openly and directly and that every effort will be made to resolve any problems or disputes in a cooperative manner. For disputes regarding the provisions of this agreement that cannot be resolved through communication, the Parties will document the negotiations and efforts that have taken place to resolve the issue and the signatories will meet to seek a resolution.

BREACH OF MOA

The agencies agree that each Party shall fulfill its responsibilities under this agreement in accordance with applicable federal and state laws and regulations that govern their activities.

This agreement does not negate any operating procedures in effect. If at any time a Party is unable to perform its functions under this agreement, such Party shall immediately provide written notice to the other Party(s) describing its inability to fulfill the requirements of the agreement and establish a date at the earliest convenience, but no more than 30 days, to mutually resolve the issue.

The signatories may direct appropriate staff to meet at agreed upon intervals to discuss and plan activities to satisfy requirements of this MOA and to ensure efficient and effective implementation of this MOA. However, failure of any Party to abide by this agreement is basis for termination by the other Party(s).

DURATION, MODIFICATION, OR CANCELATION OF THE MOA

This understanding shall be effective upon signature of the authorizing parties. It shall remain in effect for a period of twenty-four (24) months, or until canceled by the parties. This understanding may be revised during the initial period it is in effect or extended at the end of the initial period by the parties in writing upon mutual agreement. If any part of this MOA is found to be null and void, or is otherwise stricken, the rest of this MOA will remain in effect until renegotiated or rewritten.

NO PRIVATE RIGHT CREATED

This is an internal Government MOA between the Parties and is not intended to confer any right or benefit to a private person or party.

SIGNATURES

In witness whereof, the parties hereby execute this Memorandum of Agreement:

By  Date: 10/26/22
Gary G. Pan
Commissioner
Virginia Department of Labor and Industry

By _____ Date: _____
Dicky Shanor
Chief of Staff
Virginia Department of Education

By David E Brown
David E. Brown, DC
Director
Virginia Department of Health Professions

Date: 10/26/2022

By Juran Caroline dpv56892 Digitally signed by Juran Caroline
dpv56892
Date: 2022.10.26 13:11:36 -04'00' Date: _____
Caroline Juran
Executive Director
Virginia Board of Pharmacy