Vaccines for Children Program
NYC DOHMH Bureau of Immunization
42-09 28th Street, 5th Floor, CN-21
Queens, New York, 11101-4132
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PROVIDER AGREEMENT

To receive publicly funded vaccines at no cost, I agree to the following conditions on behalf of myself and all the practitioners, nurses, and others associated with the health care facility of which I am the medical director or practice administrator or equivalent:

1.	I will annually submit a provider profile representing the VFC-eligible populations served by my practice/facility and the privately insured (i.e., non-VFC eligible) population I plan to vaccinate. I will submit more frequently if 1) the number of children served changes or 2) the status of the facility changes during the calendar year.
2.	I will screen patients and document eligibility status at each immunization encounter for VFC eligibility (i.e., federally or state vaccine-eligible) and administer VFC-purchased vaccine by such category only to children who are 18 years of age or younger who meet one or more of the following categories: A. Federally Vaccine-eligible Children (VFC eligible) 1. Are an American Indian or Alaska Native; 2. Are enrolled in Medicaid; 3. Have no health insurance; 4. Are underinsured: A child who has health insurance, but the coverage does not include vaccines; a child whose insurance covers only selected vaccines (VFC-eligible for non-covered vaccines only); a child whose insurance does not include first-dollar coverage for a vaccine. Underinsured children are eligible to receive VFC vaccine only through a Federally Qualified Health Center (FQHC), or Rural Health Clinic (RHC) or under an approved deputization agreement. B. State Vaccine-eligible Children a) In addition, to the extent that my state designates additional categories of children as "state vaccine-eligible," I will screen for such eligibility as listed in the addendum to this agreement and will administer state-funded doses to such children. Children aged 0 through 18 years that do not meet one or more of the federal vaccine eligibility categories (VFC-eligible), are **not** eligible to receive VFC-purchased vaccine.
3.	For the vaccines identified and agreed upon in the provider profile, I will comply with immunization schedules, dosages, and contraindications that are established by the Advisory Committee on Immunization Practices (ACIP) and included in the VFC program unless: a) In the provider's medical judgment, and in accordance with accepted medical practice, the provider deems such compliance to be medically inappropriate for the child; and b) The particular requirements contradict state law, including laws pertaining to religious and other exemptions.
4.	I will maintain all records related to the VFC program for a minimum of three years, and upon request, make these records available for review. VFC records include, but are not limited to, VFC screening and eligibility documentation, billing records, medical records that verify receipt of vaccine, vaccine ordering records, and vaccine purchase and accountability records.
5.	I will immunize eligible children with publicly supplied vaccine at no charge to the patient for the vaccine.

6.	<u>VFC Vaccine Eligible Children</u> I will not charge a vaccine administration fee to non-Medicaid federally-vaccine eligible children that exceeds the administration fee cap of $25.10 per vaccine dose. For Medicaid children, I will accept the reimbursement for immunization administration set by the state Medicaid agency or the contracted Medicaid health plans. <u>Non-VFC Vaccine Eligible Children</u> I will not charge a vaccine administration fee to non-Medicaid state vaccine-eligible children that exceeds the fee cap of $17.85 per vaccine dose.
7.	I will not deny administration of a publicly purchased vaccine to an established patient because the child's parent/guardian/individual of record is unable to pay the administration fee.
8.	I will distribute the current Vaccine Information Statement (VIS) or Immunization Information Statement (IIS) each time a vaccine is administered and maintain records in accordance with the National Vaccine Injury Compensation Program (VICP), which includes reporting clinically significant adverse events to the Vaccine Adverse Event Reporting System (VAERS). Note: *For any ACIP recommended vaccine or immunization product that does not yet have a Vaccine (or Immunization) Information Statement available, a provider may use the manufacturer's package insert, written FAQs, or any other document – or produce their own information materials – to inform patients about the benefits and risks of that vaccine. Once a VIS is available it should be used; but providers should not delay use of a vaccine because of the absence of a VIS. If the vaccine is under an Emergency Use Authorization (EUA), the EUA Fact Sheet for Recipients should be made available.* *For VFC monoclonal antibody immunizing products (e.g., nirsevimab), when not co-administered with other vaccines, report all suspected adverse reactions to MedWatch. Report suspected adverse reactions following co-administration of a VFC monoclonal antibody immunizing products (e.g., nirsevimab) with any vaccine to the Vaccine Adverse Event Reporting System (VAERS).*
9.	I will comply with the requirements for vaccine management including: a) Order vaccine and maintain appropriate vaccine inventories; b) Not store vaccine in dormitory-style units OR in the freezer compartment of household combination units at any time; c) Store vaccine under proper storage conditions at all times. Refrigerator and freezer vaccine storage units and temperature monitoring equipment and practices must meet the New York City Department of Health and Mental Hygiene, Bureau of Immunization storage and handling recommendations and requirements; and d) Return all spoiled/expired public vaccines to CDC's centralized vaccine distributor within six months of spoilage/expiration

10.	I agree to operate within the VFC program in a manner intended to avoid fraud and abuse. Consistent with "fraud" and "abuse" as defined in the Medicaid regulations at 42 CFR § 455.2, and for the purposes of the VFC Program: **Fraud:** an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable federal or state law. **Abuse:** provider practices that are inconsistent with sound fiscal, business, or medical practices and result in an unnecessary cost to the Medicaid program, (and/or including actions that result in an unnecessary cost to the immunization program, a health insurance company, or a patient); or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes recipient practices that result in unnecessary cost to the Medicaid program.
11.	I will participate in VFC program compliance site visits, including unannounced visits and other educational opportunities associated with VFC program requirements.
12.	Should my staff, representative, or I access VTrckS, I agree to: a) Be bound by CDC's terms of use for interacting with the online ordering system. I further agree to be bound by any applicable federal laws, regulations, or guidelines related to accessing a CDC system and ordering publicly funded vaccines, and b) In advance of any VTrckS access by my staff, representative or myself, I will identify each member of my staff or representative who is authorized to order vaccines on my behalf. In addition, I will maintain a record of each staff member who is authorized to order vaccines on my behalf. If changes occur, I will inform the New York City Department of Health and Mental Hygiene, Bureau of Immunization within 24 hours of any change in status of current staff members or representatives who are no longer authorized to order vaccines, or the addition of any new staff authorized to order on my behalf. I certify that my identification is represented correctly on this provider enrollment form.
13.	For specialty providers, such as pharmacies, urgent care, school-located vaccine clinics, or birthing hospitals, I agree to: a) Vaccinate all "walk-in" VFC-eligible children; and b) Will not refuse to vaccinate VFC-eligible children based on a parent's inability to pay the administration fee. Note: *"Walk-in" refers to any VFC-eligible child who presents requesting a vaccine, not just established patients. "Walk-in" does not mean that a provider must serve VFC patients without an appointment. If a provider's office policy is for all patients to make an appointment to receive vaccinations, then the policy would apply to VFC patients as well. "Walk-in" may also include VFC-eligible newborn infants at a birthing facility.*
14.	I agree to replace vaccine purchased with state/city/territorial immunization program and/or federal funds that are deemed non-viable due to provider negligence on a dose-for-dose basis.

15.	I will comply with NYS Public Health Law 2168 and the NYC Health Code Sections 11.07 and 11.11(d) for reporting to the Citywide Immunization Registry (CIR) all doses of vaccines administered to children <19 years of age regardless of insurance status or VFC eligibility. I will ensure that my Site Security Administrator, staff and I will not share Citywide Immunization Registry (CIR) Online Registry usernames and passwords. Each user must sign a Confidentiality Statement and agree to the Acceptable Use Protocol, including log in separately to report immunizations, add or look up patients, and for all other activities performed online. Further, I will ensure that Online Registry accounts for staff who have left my facility are inactivated promptly.
16.	For providers that plan to vaccinate any non-VFC eligible population according to their provider profile, I agree to purchase and maintain a separate vaccine inventory to vaccinate my non-VFC-eligible population. Non-VFC-eligible populations include: a) Fully insured children b) Other underinsured children (served by a provider/facility that is not a FQHC/RHC or a deputized provider) c) Enrolled in CHIP
17.	I understand this facility, or the New York City Department of Health and Mental Hygiene, Bureau of Immunization, may terminate this agreement at any time. If I choose to terminate this agreement, I will properly return any unused federal vaccine as directed by the New York City Department of Health and Mental Hygiene, Bureau of Immunization.

By signing this form, I certify on behalf of myself and all immunization providers in this facility, I have read and agree to the Vaccines for Children enrollment requirements listed above and understand I am accountable (and each listed provider is individually accountable) for compliance with these requirements.

Medical Director or Equivalent Name (print):

Signature:	Date: