

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 populations served by my practice/facility. 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.	<p>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:</p> <p>A. Federally Vaccine-eligible Children (VFC eligible)</p> <ol style="list-style-type: none"> 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). 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. <p>B. State Vaccine-eligible Children</p> <ol style="list-style-type: none"> 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 (including 317 funded doses) to such children. <p>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.</p>
3.	<p>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:</p> <ol style="list-style-type: none"> 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; 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.	<p><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.</p> <p><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.</p>
7.	<p>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.</p>
8.	<p>I will distribute the current Vaccine Information Statement (VIS) (or Immunization Information Statement for nirsevimab) 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).</p> <p>Note: <i>Until a COVID-19 Vaccine Information Statement (VIS) becomes available, provide information prior to vaccination as follows: EUA Fact Sheet for Recipients, Emergency Use Instructions (EUI), or BLA package insert, as applicable.</i></p> <p><i>For nirsevimab when not co-administered with other vaccines, report all suspected adverse reactions to MedWatch. Report suspected adverse reactions following co-administration of nirsevimab with any vaccine to the Vaccine Adverse Event Reporting System (VAERS).</i></p>
9.	<p>I will comply with the requirements for vaccine management including:</p> <ol style="list-style-type: none"> a) Order vaccine and maintain appropriate vaccine inventories; b) Not store vaccine in dormitory-style 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 New York City Department of Health and Mental Hygiene, Bureau of Immunization storage and handling recommendations and requirements; d) Return all spoiled/expired public vaccines to CDC's centralized vaccine distributor within six months of spoilage/expiration
10.	<p>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:</p> <p>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.</p> <p>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.</p>

11.	I will participate in VFC program compliance site visits, including unannounced visits and other educational opportunities associated with VFC program requirements.
12.	<p>For specialty providers, such as pharmacies, urgent care, school-located vaccine clinics, or birthing hospitals, I agree to:</p> <ul style="list-style-type: none"> 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. <p>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.</p>
13.	I agree to replace vaccine purchased with state and federal funds (VFC, 317) that are deemed non-viable due to provider negligence on a <u>dose-for-dose</u> basis.
14.	<p>For providers with a signed deputization Memorandum of Understanding between a FQHC or RHC and the New York City Department of Health and Mental Hygiene, Bureau of Immunization to serve underinsured VFC-eligible children, I agree to:</p> <ul style="list-style-type: none"> a) Include “underinsured” as a VFC eligibility category during the screening for VFC eligibility at every visit; b) Vaccinate “walk-in” VFC-eligible, underinsured children; and <p>Submit required deputization reporting data</p> <p>Note: “Walk-in” in this context refers to any underinsured child who presents requesting a vaccine, not just established patients. “Walk-in” does not mean that a provider must serve underinsured 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 underinsured patients as well. “Walk-in” may also include VFC-eligible newborn infants at a birthing facility.</p>
15.	I will comply with NYS Public Health Law 2168 and the NYC Health Code Section 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.	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.



Vaccines for Children Program
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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: