

PA CHILDREN'S ACCESS TO ROUTINE & ESSENTIAL SHOTS PROGRAM PROVIDER AGREEMENT

This PA Children's Access to Routine & Essential Shots ("PA CARES") Program Provider Agreement is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Health ("Department"), and ("Provider").

The Department is the executive Commonwealth agency responsible to protect the health of the people of this Commonwealth, and to determine and employ the most efficient and practical means for the prevention and suppression of disease. The Administrative Code of 1929, Act of Apr. 9, 1929, P.L. 177, No. 175 ("Act"), 71 P.S. §§ 51 *et seq.* Among other things, the Department implements the federal Vaccines for Children ("VFC") program within Pennsylvania that provides vaccines to children that do not have insurance that fully covers vaccinations.

The VFC program provides vaccines recommended by the Advisory Committee on Immunization Practices ("ACIP"), the federal committee responsible for developing recommendations on vaccine use in the United States. However, there are other competent authorities and sources that make recommendations for vaccines that may be relied upon by health care providers, including the American Academy of Pediatrics ("AAP"), the American College of Obstetricians and Gynecologists ("ACOG") and the American Academy of Family Physicians ("AAFP"). The Department has recommended that Pennsylvanians follow the vaccine recommendations of AAP, ACOG, and AAFP. Moreover, the State Board of Medicine, State Board of Osteopathic Medicine, and State Board of Nursing have strongly supported the Department's vaccine guidance. On September 3, 2025, the State Board of Pharmacy also unanimously approved AAP, ACOG, and AAFP as competent authorities pursuant to 49 Pa. Code § 27.403(e), allowing pharmacists to administer vaccines in accordance with AAP, ACOG, and AAFP. Accordingly, vaccines recommended by AAP, ACOG, and AAFP will be efficient and practical means of preventing disease in Pennsylvania. As a result, the Department has established the PA CARES program to ensure that individuals 18 years of age or younger, who do not have health insurance that fully cover vaccinations, will have access to AAP, ACOG, and AAFP recommended vaccines through their VFC providers.

The Provider is a VFC provider who wishes to enroll in the PA CARES program. Through the program, the Provider will receive vaccines not covered by the VFC program for administration to eligible individuals

The Department now wishes to set forth the terms and conditions under which it, through its contracted vendor, will deliver vaccines to the Provider for the administration to the Provider's eligible patients.

The parties, intending to be legally bound, agree as follows:

1. PA CARES Program. Subject to the availability of the vaccines, the Department, through its contracted vendor, will provide AAP, ACOG, and AAFP recommended vaccines not covered by the VFC program ("PA CARES Vaccine") to the Provider for the Provider's continued administration of those vaccines to individuals 18 years of age or younger that do not have health insurance that fully cover vaccinations. The Department's provision of available PA CARES

Vaccine to the Provider will be dependent on various factors, including the availability of funds, federal changes to the VFC program in Pennsylvania, and the Department's prioritization of resources.

2. Provider Representations and Warranties. The Provider represents and warrants that it:

- a. is qualified, licensed, and certified, as appropriate, in its respective disciplines as required by the Commonwealth of Pennsylvania.
- b. is enrolled as a VFC provider, in good standing.

3. Patient Services.

a. Patient screening. The Provider shall screen each patient to determine if they meet the following requirements prior to administering a PA CARES Vaccine:

- i. Patient is 18 years of age or younger.
- ii. In accordance with VFC program eligibility requirements, Patient is, one or more of the following:
 - 1. An American Indian or Alaska Native;
 - 2. Enrolled in Medicaid;
 - 3. Has no health insurance;
 - 4. Underinsured and receives vaccines through a Federally Qualified Health Center, Rural Health Clinic, or under an approved deputization agreement. For the purposes of this agreement, the term "Underinsured" includes the following:
 - a. having health insurance, but the coverage does not include vaccines or having insurance that covers only selected vaccines, or
 - b. having private insurance that does not provide first dollar coverage, which includes copays, coinsurance, or deductibles, for the cost of recommended vaccines or has a fixed dollar limit or cap for payment. The patient is considered underinsured once the family's policy reaches the fixed dollar amount; or
 - 5. A newborn and the insurance through their covered parent under Pennsylvania law would make the patient underinsured under Sections 3(a)(ii)(4)(a) or 3(a)(ii)(4)(b).
- iii. Administration of the PA CARES Vaccine to patient is not covered by the VFC program at the time of administration.

b. Vaccine Information Sheets. The Provider shall distribute the then-current vaccine information sheet for the vaccine to the patient's parent or guardian each time a PA CARES Vaccine is administered and maintain the patient's vaccination records in accordance with the National Vaccine Injury

Compensation Program (“VICP”), which includes the date of administration, vaccine manufacturer, vaccine lot number, name and title of the person who administered the vaccine, address of the facility where the permanent record will reside, edition date of the vaccine information sheet, date the vaccine information sheet was provided, and reporting clinically significant adverse events to the Vaccine Adverse Event Reporting System (“VAERS”).

- c. Administration. The Provider shall administer the PA CARES Vaccine consistent with the customary standards of professional practice, including medical judgement in accordance with accepted medical practice that deems PA CARES Vaccine to be medically appropriate for the patient.

4. Records.

- a. PA CARES Records. The Provider shall maintain all records related to this agreement for a minimum of three years, and upon request by the Department, make these records available for the Department’s review. These records include, but are not limited to, screening and eligibility documentation, billing records, medical records that verify receipt of vaccine, vaccine ordering records, and vaccine purchase and accountability records.
- b. Immunization Information System. The Provider shall report or submit, as applicable, the following into the Pennsylvania Immunization Electronic Registry System (“PIERS”), if located outside of the City of Philadelphia, or into PhilaVax, if located inside the City of Philadelphia:
 - i. Provider’s administration information as set by the applicable immunization information system for all PA CARES Vaccines within two weeks of administration.
 - ii. Requests for PA CARES Vaccine from the Department.
 - iii. Provider’s PA CARES Vaccine inventory and its updated inventory at the time of each request for PA CARES Vaccines from the Department.
- c. VFC Records. The Department may access and utilize information and records under the VFC program, including, but not limited to, information on the Provider’s facility, medical director, vaccine coordinator, and providers practicing at the facility.
- d. Delivery. The Provider shall provide written notice of hours of operation and any changes to those hours of operation to the Department. The Department shall ensure that its contracted vendor delivers PA CARES Vaccines during the Provider’s hours of operation. The Provider shall sign or acknowledge delivery of PA CARES Vaccine, as requested by the package carrier and the Department.

5. Charges.

- a. Charge for PA CARES Vaccine. The Provider shall not charge a patient for any PA CARES Vaccine administered to the patient.
- b. Administration Fee. The Provider shall not charge a vaccine administration fee to non-Medicaid federally-vaccine eligible children that exceeds the administration fee cap set by the Centers for Medicare & Medicaid Services, which at the time of executing this agreement is \$23.14 per vaccine dose. The Provider shall accept the reimbursement for immunization administration set by the state Medicaid agency or the contracted Medicaid health plans for Medicaid children.
- c. Patient Not Able to Pay Administration Fee. The Provider shall not deny administration of a PA CARES Vaccine to an established patient because the patient's parent, guardian, or individual of record is unable to pay the administration fee. The Provider shall only issue one bill for the administration fee. The Provider shall not send unpaid administration fees to collections.

6. Storage and Handling.

- a. Storage. At all times, the Provider shall store all PA CARES Vaccines under proper storage conditions. The Provider, if located outside the City of Philadelphia, shall comply with Pennsylvania Immunization Program storage and handling requirements located on the Department's website, including, but not limited to, using refrigerator and freezer vaccine storage units and temperature monitoring equipment. The Provider, if located within the City of Philadelphia, shall comply with the storage and handling requirements located on the website of the Philadelphia Department of Public Health.
- b. Transport. The Provider shall transport PA CARES Vaccines under proper storage and handling conditions. The Provider, if located outside the City of Philadelphia, shall comply with Pennsylvania Immunization Program storage and handling requirements, including with the use of refrigerator and freezer vaccine storage units and temperature monitoring equipment. The Provider, if located within the City of Philadelphia, shall comply with the storage and handling requirements of the Philadelphia Department of Public Health.

7. Vaccine Availability. The Department shall notify the Provider of the availability of PA CARES Vaccines through email communication. The Provider shall review the Department's email communications to determine the availability of a specific PA CARES Vaccine. For the avoidance of doubt, the Department does not guarantee the availability of PA CARES Vaccines.

8. Term. The term of this agreement will commence on the date of the last Commonwealth signature and will remain in effect for ten years ("Term"), unless sooner terminated in accordance with section 13. This agreement is not binding in any way, nor will the

Commonwealth or the Department be legally bound, until this agreement has been fully executed and the Provider has received a fully executed copy. The agreement is deemed fully executed when the Provider and all legally required Commonwealth signatures have been affixed.

9. Extension of Term. The Department may extend the Term for up to 90 days by providing written notice of extension to the Provider without the need to amend this agreement. Any extension of the Term in excess of 90 days must be accomplished through a formal amendment to this agreement.

10. Compliance with Applicable Law. The Provider shall comply with all applicable federal, state, and local laws, regulations, policies, or directives, including Pennsylvania Department of State laws and regulations regarding licensing, including the Medical Practice Act of 1985, Act of Dec. 20, 1985, P.L. 457 and its regulations. It is the affirmative, non-delegable duty of the Provider and its employees, contractors, or other agents to maintain competency in and abide by all statutory, regulatory, and policy obligations imposed by the acceptance and expenditure of state funds received under this agreement.

11. Indemnification. Neither the Provider nor the Commonwealth assumes any liability for each other. As to liability to each other for injury or death to persons, or damages to property, the Commonwealth and the Provider do not waive any defenses as a result of entering into this agreement. This provision may not be construed to limit the Commonwealth's rights, claims or defenses, which arise as a matter of law pursuant to any provisions of this agreement. This provision may not be construed to limit the sovereign immunity of the Commonwealth.

12. Audit Rights. The Commonwealth, including the Pennsylvania Office of Attorney General and the Pennsylvania Office of Inspector General, shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the Provider, including, but not limited to, screening and eligibility documentation, billing records, medical records, and PIERS or PhilaVax administration reports, to the extent that the books, documents, and records relate to PA CARES Vaccine.

13. Termination.

- a. Termination for Convenience. The Department may terminate this agreement at any time for its convenience by providing written notice of termination to the Provider. Any such termination will be effective on the date set forth in the notice.
- b. Non-Appropriation. If the Term exceeds one year and funds are not appropriated or otherwise made available to the Department to support the Program in a subsequent year, the Department may terminate this agreement by providing written notice of termination to the Provider. Any such termination will be effective on the date set forth in the Department's notice.
- c. Termination for Cause. The Department may terminate this agreement for cause by providing written notice of termination to the Provider. The termination will be effective on the date set forth in the notice. Grounds for cause include, but

are not limited to, the following:

- i. Submitting false or fraudulent records to the Department.
- ii. Failure to comply with this agreement.
- iii. Removal from the VFC program.
- iv. Conviction of a Medicaid or Medicare related offense.
- v. Conviction of an offense under state or federal law relating to services covered by this agreement.
- vi. License suspension or revocation by a licensing or certifying authority following disciplinary action entered against the Provider or the Provider's health care professionals who provide services under this agreement.
- vii. Failure to report within the prescribed time any change, suspension, revocation, or withdrawal in the Provider's Drug Enforcement Agency Registration.
- viii. Suspension, revocation, or withdrawal in the Provider's Drug Enforcement Agency Registration.
- ix. Refusal to permit authorized offices or their agents from examining the Provider's medical, fiscal, or other records as necessary to verify claims made to the Department under this agreement.

14. Amendments and Modifications. Except as provided in section 9, no alterations or variations to this agreement are valid unless they are made in writing and signed by the parties with the same formality as this agreement.

15. Independent Parties. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the parties, or as constituting the Provider as the representative or general agent of the Department for any purpose whatsoever.

16. Americans with Disabilities Act. Pursuant with the Americans with Disabilities Act 42 U.S. Code § 12101, *et seq.*, the Provider shall not exclude a qualified individual with a disability, on the basis of the disability, from participating in this agreement or from activities provided under this agreement.

17. Applicable Law and Forum. This agreement is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or

proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Provider, and the Provider consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

18. Right to Know Law. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 101-1304 applies to this agreement.

19. Worker Protection and Investment. The Provider shall comply with applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and
- m. Inspection of Employment Records Law.

20. Severability. The provisions of this agreement are severable. If any provision of this agreement is held to be unenforceable by an authority with proper jurisdiction in the matter, that provision is severed, and the remainder of this agreement will remain binding upon the parties.

21. No Waiver. No delay or failure of the Department or the Commonwealth to enforce any provision of this agreement or to exercise any right or remedy under this agreement may be construed as a waiver by the Department or the Commonwealth of the provision or its right or remedy.

22. Integration and Merger. When fully executed by the parties, this agreement will be the final and complete agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises, and agreements pertaining to the subject matter of this agreement made prior to or at the time this agreement is executed are superseded by this agreement, unless specifically accepted by any other term or provision of this agreement. There are no conditions precedent to the performance of this agreement, except as expressly set forth in this agreement.

23. Counterparts. This agreement may be executed in counterparts, each of which is deemed to be an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together constitute one and the same instrument.

24. Electronic Signatures. This agreement may be signed electronically in accordance with the Pennsylvania Electronic Transactions Act, Act 69 of 1999, 73 P.S. § 2260.301 et seq.

[SIGNATURE PAGE FOLLOWS.]

The parties, through their authorized representatives, have signed this agreement on the dates indicated below.

Provider's Legal Name:

Signature

Date

Name (Print)

Title (Print)

*** If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer, or Chief Operating Officer must sign; if a sole proprietor, the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, a member must sign, unless it is a managed by a manager, in which case, the manager must sign; otherwise a resolution indicating authority to bind the provider must be attached to this agreement.**

Provider, please complete the information box below.

VFC PIN:**Office Address:****City:****State:****Zip:****County:****Phone Number:****COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HEALTH**_____
Agency Head or Designee_____
Date

APPROVED AS TO FORM AND LEGALITY:

Office of Chief Counsel Date

<<10-FA-25.0>>

Office of General Counsel Date

<<10-FA-25.0>>

Office of Attorney General Date