

# VFC Program Enrollment

## 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 healthcare facility of which I am the medical director 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. 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)**
    - i. Are a Native American or Alaska Native
    - ii. Are enrolled in Medicaid
    - iii. Have no health insurance
    - iv. 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.
  - b. **State Vaccine-Eligible Children**

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. Children aged 0 through 18 years who do not meet one or more of the eligibility federal vaccine 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 judgement, 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. VFC Vaccine Eligible Children**

I will not charge a vaccine administration fee to non-Medicaid federal vaccine eligible children that exceeds the administration fee cap of \$23.14 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.

**Non-VFC Vaccine Eligible Children**

I will not charge a vaccine administration fee to non-Medicaid state vaccine eligible children that exceeds the administration fee cap of \$23.14 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 Statements (VIS) each time a vaccine is administered and maintain records in accordance with the National Childhood Vaccine Injury Act (NCVIA), which includes reporting clinically significant adverse events to the Vaccine Adverse Event Reporting System (VAERS).
9. I will comply with the requirements for vaccine management including:
- a. Ordering vaccine and maintaining appropriate vaccine inventories.
  - b. Not storing vaccine in dormitory-style units at any time.
  - c. Storing vaccine under proper storage conditions at all times. Refrigerator and freezer vaccine storage units and temperature monitoring equipment and practices must meet Philadelphia Department of Public Health's Immunization Program storage and handling requirements.
  - d. Returning 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 healthcare. 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. I agree to replace vaccine purchased with federal funds (VFC, 317) that are deemed non-viable due to provider negligence on a **dose-for-dose** basis.
13. I understand that immunization administration is a reportable event as per the Philadelphia Health Code § 6-210. I will make information on immunizations administered to all patients available to the Division of Disease Control's KIDS Plus IIS.
14. I understand this facility or Philadelphia Department of Public Health's Immunization Program 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 Philadelphia Department of Public Health's Immunization Program.

# 2026-2027 Provider Agreement Addendum

This section of the Provider Agreement specifies additional requirements for the Vaccines for Children (VFC) and Vaccines for Adults at Risk (VFAAR) programs. To receive federally funded vaccines from the Philadelphia Department of Public Health (PDPH) Immunization Program your site must comply with the following requirements:

## **Vaccine Administration Fee**

As of 01/01/2019, vaccine administration fees for VFC and VFAAR vaccines can only be collected on the day of service. Providers can no longer bill for the administration fee after the date of service. The administration fee must be waived if the patient or parent is unable to pay the fee when the service is received and cannot be billed to the patient/parent later. Unpaid administration fees may not be sent to collections, and as a VFC/VFAAR provider you may not refuse to vaccinate an eligible patient who has unpaid vaccine administration fees. You may continue to bill for office visits, and unpaid bills related to office visit fees or other fees (e.g., labs) may be sent to collections.

## **Storage and Handling**

These storage & handling policies are in place for all VFC and VFAAR providers:

- All VFC/VFAAR provided vaccine must be monitored by a certified, calibrated digital data logger (DDL) from the time that the vaccine arrives at your site until it is administered to a patient. This includes during routine storage in your storage units and when vaccines need to be transported.
- Temperature data must be submitted every month (30 days). Sites who do not submit their temperature data will be suspended from ordering until their temperature data is received.

### **Prescribing Clinicians**

All providers with prescribing authority at VFC/VFAAR sites must be legally able to work in Pennsylvania. This means:

- Being in good standing with the Office of the Inspector General (OIG) of the US Department of Health and Human Services
- Having an active license in the state of Pennsylvania

Changes in the status (i.e., license suspensions, employment status, etc) of any providers at a site must be reported to the VFC/VFAAR program immediately.

### **VFC/VFAAR Vaccine Management**

The Medical Director is responsible for ensuring that any changes at the site that impacts the ability to maintain the VFC/VFAAR vaccine are communicated to the PDPH Immunization Program in a timely manner. This includes, but is not limited to, staff changes, storage unit temperature issues, relocation of the site and changes in patient population.

Each site must identify two (2) individuals to serve as the primary vaccine coordinator and back-up vaccine coordinator. These individuals must complete all required Immunization Program trainings as directed by PDPH Immunization staff. The vaccine coordinators oversee all vaccine management within the facility, including, but not limited to:

- Developing and maintaining the Vaccine Management Plan
- Completing a monthly (every 30 days) reconciliation whether the site is placing an order that month or not
- Monitoring storage and handling and vaccine administration practices in the facility
- Overseeing vaccine ordering and accounting for any vaccine that is deemed non-viable
- Ensuring and documenting annual vaccine management training for designated staff, as well as training new staff upon hire
- Storing all required documentation for a minimum of three years

Staff changes that occur throughout the year must be shared with the PDPH Immunization Program as soon as possible to avoid interruption in vaccine ordering at the site and maintain communication with the site.

**By electronically signing this form, I verify that I have read the PROVIDER AGREEMENT ADDENDUM, I understand the PDPH Immunization Program policies listed above, and acknowledge that I am responsible for compliance with these requirements.**