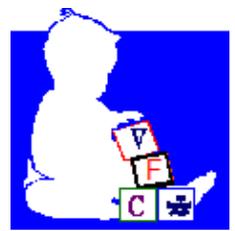


PROVIDER AGREEMENT

To receive publicly purchased vaccines at no cost from the Vaccines for Children (VFC) program, I agree to the following requirements on behalf of myself and all others associated with the pharmacy of which I am the Supervising Pharmacist, Pharmacy Manager, or equivalent:

1.	<p>The pharmacy will screen patients and document VFC eligibility status at each immunization encounter and administer publicly-purchased influenza vaccine only to children who are ages 2 through 18 years and meet one or more of the following:</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 influenza vaccine. 5. Are enrolled in Child Health Plus, the New York State Child Health Insurance Program. <p>Children ages 2 through 18 years who do not meet any of the above are not eligible to receive publicly-purchased vaccine.</p>
2.	<p>For influenza vaccine, the pharmacy will comply with immunization schedules, dosages, and contraindications that are established by the Advisory Committee on Immunization Practices (ACIP) unless:</p> <ol style="list-style-type: none"> a) In the pharmacist's judgment, and in accordance with accepted practice, the pharmacist deems such compliance to be medically inappropriate for the child.
3.	<p>The pharmacy 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, records that verify receipt of vaccine, vaccine ordering records, and vaccine purchase and accountability records.</p>
4.	<p>The pharmacy will immunize eligible children with publicly purchased influenza vaccine at no charge for the cost of the vaccine.</p>
5.	<p>The pharmacy will not charge a vaccine administration fee for children not covered by Medicaid or Child Health Plus that exceeds the administration fee cap of \$17.85 per vaccine dose. For children covered by Medicaid and Child Health Plus, the pharmacy will accept the reimbursement for immunization administration set by the state Medicaid agency or the contracted Medicaid and Child Health Plus health plans.</p>
6.	<p>The pharmacy will not deny administration of a publicly purchased influenza vaccine to a patient because the child's parent/guardian/responsible individual of record is unable to pay the administration fee.</p>
7.	<p>The pharmacy will distribute the current Influenza Vaccine Information Statements (VIS) each time an influenza 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). Attempts will be made to provide the VIS in the primary language of the patient or the child's parent/guardian/responsible individual of record.</p>
8.	<p>The pharmacy will comply with the requirements for vaccine management including:</p> <ol style="list-style-type: none"> a) Ordering vaccine and maintaining appropriate vaccine inventories; b) Separating publicly purchased vaccines from privately purchased vaccines; c) Not storing vaccine in dormitory-style units at any time; d) Storing vaccine under proper storage conditions at all times. Refrigerator and freezer vaccine storage units and temperature monitoring equipment and practices must meet NYC Bureau of Immunization storage and handling requirements; e) Returning all spoiled/expired publicly purchased vaccines to CDC's centralized vaccine distributor within six months of spoilage/expiration



9.	<p>The pharmacy agrees 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: is 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>
10.	The pharmacy will participate in VFC program compliance site visits including unannounced visits.
11.	The pharmacy will agree to replace publicly purchased vaccines that are deemed non-viable due to provider negligence on a <u>dose-for-dose</u> basis.
12.	The pharmacy will comply with NYS Public Health Law 2168 and the NYC Health Code Section 11.07 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.
13.	I understand the pharmacy or the NYC Bureau of Immunization may terminate this agreement at any time. If I choose to terminate this agreement, the pharmacy will properly return any unused federal vaccine as directed by the NYC Bureau of Immunization.

<p><i>By signing this form, I certify on behalf of myself and all immunization providers in the pharmacy, I have read and agree to the VFC requirements listed above and understand I am accountable (and each listed provider is individually accountable) for compliance with these requirements.</i></p>	
Supervising Pharmacist, Pharmacy Manager, or Equivalent Name (print):	
Signature:	Date:
Name (print) <i>Second individual as needed:</i>	
Signature:	Date: