# STATE OF NEVADA DIVISION OF PUBLIC & BEHAVIORAL HEALTH

Immunization Program • 4150 Technology Way • Suite 210 • Carson City • Nevada • 89706

Vaccines for Children (VFC) Program and 317 Birth Dose Hepatitis B March 2018 – March 2019 Agreement to Participate

FACILITY INFOR	MATION				
Facility Name:			VFC Pin: (Leave blank if new)		
Shipping Address:					
City:	County:		State:	Zip:	
Telephone:	I		Fax:		
Mailing Address (ij	different than shipp	oing address):			
City:	County:		State:	Zip:	
<b>Instructions:</b> The regpediatric vaccines unde	gistered health care pr er state law who will a onsible conditions out	ovider signing th lso be held accou	he agreement mus entable for compli	L PROVIDERS ON PAGE 2)  It be a practitioner authorized to prescribe ance by the entire organization and its VFC greement. The individual listed here must	
Last Name, First, M		Title:		Specialty:	
Email: License No.:  VFC VACCINE COORDINATOR		Medicaid or NPI No.:		Employer Identification No. (optional):	
Primary Vaccine C					
Telephone:		Email:	Email:		
Completed annual training: O Yes O No		Type of tra	Type of training received:		
Back-Up Vaccine (	Coordinator Name	:			
Telephone:		Email:	Email:		
Completed annual training: O Yes O No		Type of tra	Type of training received:		

# PROVIDERS PRACTICING AT THIS FACILITY

**Instructions:** List below all licensed health care providers (MD, DO, NP, PA, pharmacist) at your facility who have prescribing authority.

Provider Name	Title (MD, DO)	License No.	Medicaid or NPI No.	EIN (Optional)
				,

#### 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 equivalent:

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.

I will screen patients and document VFC eligibility status at each immunization encounter (i.e., federal 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. Children through 18 years of age who meet at least one of the following criteria are eligible to receive VFC vaccine:

- 1. **Are Medicaid-eligible**: A child who is eligible for the Medicaid Program. For the purpose of the VFC program, the terms "Medicaid-eligible" and "Medicaid enrolled" are used interchangeably and refer to children who have health insurance covered by a state Medicaid program;
- 2. Uninsured: A child who has no health insurance coverage;
- 3. **American Indian or Alaska Native (AI/AN):** As defined by the Indian Health Care Improvement Act (25 U.S.C. 1603);
- 4. Underinsured:
  - a) A child who has health insurance, but the coverage does not include vaccines; or
  - b) A child whose insurance does not cover all Advisory Committee on Immunization Practices (ACIP) recommended vaccines. The child would be eligible to receive those vaccines not covered by the insurance. 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
  - 1. 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 that do not meet one or more of the <u>federal</u> eligibility vaccine categories (VFC-eligible), are <u>not</u> eligible to receive VFC-purchased vaccine.

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 <u>for the child</u>;
- b) The particular requirements contradict state law, including laws pertaining to religious and other exemptions.
- I will maintain all records related to the VFC program for a minimum of three (3) 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, vaccine storage temperature data, 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.

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I will not charge a vaccine administration fee to non-Medicaid federal vaccine eligible children that exceeds the 6. administration fee cap of \$22.57 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. I will not deny administration of a publicly purchased vaccine to an established patient because the child's 7. parent/guardian/individual of record is unable to pay the administration fee. 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 8. reporting clinically significant adverse events to the Vaccine Adverse Event Reporting System (VAERS). I will comply with the requirements for vaccine management and accountability 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 9. storage units and temperature monitoring equipment and practices must meet Nevada State Immunization Program storage and handling requirements; d) Returning all spoiled/expired public vaccines to CDC's centralized vaccine distributor within six (6) months of spoilage/expiration. 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: 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 10. 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. Abuse also includes recipient practices that result in unnecessary cost to the Medicaid program. I will participate in VFC program compliance site visits including unannounced Storage and Handling visits 11. and other educational opportunities (e.g., AFIX visits) associated with VFC program requirements. For pharmacies, urgent care, or school located vaccine clinics, 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 12. 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 immunizations then the policy would apply to VFC patients as well. I agree to replace vaccines purchased with state or federal funds (VFC, 317) that are deemed non-viable due to 13. provider negligence on a dose-for-dose basis.

14.	For providers with a signed deputization Memorandum of Understanding (MOU) between a FQHC or RHC and the Nevada State Immunization Program to serve underinsured VFC-eligible children, I agree to:  a) Include "underinsured" as a VFC eligibility category during the patient's screening for VFC eligibility at every visit;  b) Vaccinate "walk-in" VFC-eligible underinsured children; and  c) Report required usage data  Note: "Walk-in" 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 immunizations then the policy would apply to underinsured patients as well.
15.	I will record all vaccines that our office administers to children and adults into Nevada's immunization information system (NV WebIZ) unless the patient has chosen to not participate. In order for a patient to optout of NV WebIZ, a form must be completed and sent to the NV WebIZ Help Desk. Providers with an undue hardship (i.e., no internet access) can comply by completing a NV WebIZ paper reporting form and mailing to the NV WebIZ Program. Please contact the NV WebIZ Help Desk for this form. These requirements are in reference to Nevada Revised Statutes (NRS) 439.265 and corresponding Nevada Administrative Code (NAC) R094-09A.
	View these laws at:  NRS: www.leg.state.nv.us/NRS/NRS-439.html#NRS439Sec265
	<ul> <li>NAC: <a href="http://www.leg.state.nv.us/NAC/NAC-439.html#NAC439Sec870">http://www.leg.state.nv.us/NAC/NAC-439.html#NAC439Sec870</a></li> <li>WebIZ: <a href="http://dpbh.nv.gov/Programs/WebIZ/WebIZ">http://dpbh.nv.gov/Programs/WebIZ/WebIZ</a> - <a href="http://dpbh.nv.gov/Programs/WebIZ/WebIZ">Home/</a></li> </ul>
16.	I understand this facility or the Nevada State Immunization Program may terminate this agreement at any time. If I choose to terminate this agreement, then I will properly return any unused federal vaccine as well as any equipment provided to the facility as directed by the Nevada State Immunization Program.

By signing this form, I certify on behalf of myself and all immunization providers in this facility that I have read and agree to the Vaccines for Children Program enrollment requirements listed above and understand that I am accountable (and each listed provider is individually accountable) for compliance with these requirements.			
Medical Director or Equivalent Name (print):			
Signature:	Date:		

### Nevada State Immunization Program Vaccines for Children (VFC) Provider Profile Form

All health care providers participating in the Vaccines for Children (VFC) program must complete this form annually or more frequently if the number of children served changes or the status of the facility changes during the calendar year. Date: \_\_\_ /\_\_ VFC PIN: \_\_\_\_ **FACILITY INFORMATION** Provider's Name: **Facility Name:** Vaccine Delivery Address: Zip: City: State: Telephone: Email: **FACILITY TYPE** (select facility type) **Private Facilities Public Facilities** ☐ Private Hospital ☐ Public Health Department Clinic ☐ STD/HIV ☐ Private Practice (solo/group/HMO) ☐ Public Health Department Clinic as agent for ☐ Family Planning ☐ Private Practice (solo/groups as agent for ☐ Juvenile Detention Center FQHC/RHC-deputized FQHC/RHC-deputized) ☐ Public Hospital ☐ Correctional Facility ☐ Public Hospital
☐ FQHC/RHC (Community/Migrant/Rural)
☐ Community Health Center (non-FQHC) ☐ Community Health Center □ Drug Treatment Facility ☐ Pharmacy ☐ Migrant Health Facility ☐ Birthing Hospital ☐ Tribal/Indian Health Services Clinic ☐ Refugee Health Facility ☐ School-Based Clinic ☐ School-Based Clinic ☐ Woman. Infants and Children □ Other \_\_\_\_ ☐ Adolescent Only Provider □ Adolescent Only □ Other VACCINES OFFERED (select only one box) □ All ACIP Recommended Vaccines ☐ Offers Select Vaccines (This option is only available for facilities designated as <u>Specialty Providers</u> by the VFC Program) A "Specialty Provider" is defined as a provider that only serves (1) a defined population due to the practice specialty (e.g., OB/GYN; STD clinic; family planning) or (2) a specific age group within the general population of children ages 0-18. Local health departments and pediatricians are not considered specialty providers. The VFC Program has the authority to designate VFC providers as specialty providers. At the discretion of the VFC Program, enrolled providers such as pharmacies and mass vaccinators may offer only influenza vaccine. **Select Vaccines Offered by Specialty Provider:** O DTaP O Meningococcal Conjugate O TD O Hepatitis A O MMR O Tdap O Pneumococcal Conjugate O Hepatitis B O Varicella O Pneumococcal Polysaccharide O HIB O Other, specify: O HPV O Polio

O Rotavirus

O Influenza

#### **PROVIDER POPULATION**

Provider Population is based on patients seen during the previous 12 months. Report the number of children who received vaccinations at your facility, by age group. Only count a child <u>once</u> based on their status at the last immunization visit, regardless of the number of visits made. The following table documents how many children received VFC vaccine, by category, and how many received non-VFC vaccine.

V50 V	# of children who received VFC Vaccine by Age Category			
VFC Vaccine Eligibility Categories	<1 Year	1-6 Years	7-18 Years	Total
Enrolled in Medicaid				
No Health Insurance				
American Indian/Alaska Native				
Underinsured in FQHC/RHC or Deputized Facility <sup>1</sup>				
Total VFC:				
Non-VFC Vaccine Eligibility Categories	# of children who received non-VFC Vaccine by Age Category			
	<1 Year	1-6 Years	7-18 Years	Total
Insured (health insurance covers vaccines)				
Other Underinsured <sup>2</sup>				
Children's Health Insurance Program (NV Check-Up) <sup>3</sup>				
Total Non-VFC:				
<b>Total Patients</b> (must equal sum of Total VFC + Total Non-VFC)				
<sup>1</sup> Underinsured includes children with health insurance that does not include vaccines, caps vaccine coverage or only covers specific vaccine types.				

<sup>1</sup>Underinsured includes children with health insurance that does not include vaccines, caps vaccine coverage or only covers specific vaccine types. Children are only eligible for VFC-funded vaccines that are not covered by insurance. In addition, to receive VFC vaccine, underinsured children must be vaccinated through a Federally Qualified Health Center (FQHC) or Rural Health Clinic (RHC) or under an approved deputized provider. The deputized provider must have a written agreement with an FQHC/RHC and the Nevada State Immunization Program in order to vaccinate these underinsured children.

<sup>2</sup>Other underinsured are children that are underinsured but are <u>not eligible</u> to receive federal vaccine through the VFC program because the provider or facility is not a FQHC/RHC or a deputized provider. However, these children may be served if vaccines are provided by the state program to cover these non-VFC eligible children.

<sup>3</sup>CHIP – Children enrolled in the State Children's Health Insurance Program (NV Check-Up). These children are considered insured and are not eligible for vaccines through the VFC program. Each state provides specific guidance on how CHIP vaccine is purchased and administered.

TYPE OF DATA USED TO DETERMINE PROVIDER POPULATION (choose all that apply)			
O Benchmarking	O Doses Administered		
O Medicaid Claims	O Provider Encounter Data		
O IIS	O Billing System		
O Other (must describe):			



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### Nevada State Addendum for 317 Birth Dose Hepatitis B March 2018 - March 2019 Agreement to Participate

	Pin:
17.	I will maintain clients' immunization records for a period specified by NRS 629.051 "Health care records: Retention; disclosure to patients concerning destruction of records; exceptions; regulations. #1: Each provider of health care shall retain the health care records of his or her patients as part of his or her regularly maintained records for 5 years after their receipt or production. Health care records may be retained in written form, or by microfilm or any other recognized form of size reduction, including, without limitation, microfiche, computer disc, magnetic tape, and optical disc Health care records may be created, authenticated and stored in a computer system which limits access to those records. #7: A provider of health care shall not destroy the health care records of a person who is less than 23 years of age on the date of the proposed destruction of the records. The health care records of a person who has attained the age of 23 years may be destroyed in accordance with this section for those records which have been retained for at least 5 years or for any longer period provided by federal law." If requested, I will make such records available to the Nevada Department of Health and Human Services and/or the Federal Department of Health and Human Services. I will make such records available to the health authority and/or designee, if requested (per NAC 441A.750). This includes the collection of data for quality improvement assessments.  http://www.leg.state.nv.us/NRS/NRS-629.html#NRS629Sec051
18	I understand birth dose Hepatitis B comes from a blended stock of VFC funded doses and 317 funded doses which is managed at the state level. I agree to vaccinate all newborns.
19.	Notify the Nevada State Immunization Program of all changes immediately as they occur including, but not limited to:  O Change of address; O Change of shipping hours; O Change of Primary or Back-up vaccine coordinators; O Change of telephone, fax number, or e-mail; O Additions/deletions of physicians, PA's and nurse practitioners to the provider site
20.	I will not move any publicly supplied vaccines unless I have prior approval from the Nevada

State Immunization Program (NSIP).

20.

I agree to use the continuous digital monitoring devices provided by the NSIP to monitor vaccine storage units storing publicly funded vaccines. The NSIP will provide at least 2 Log Tag Tred30-7R continuous monitoring devices with the following capabilities: Alarm for out-of-range temperatures Displays current, minimum and maximum temperatures Low battery indicator Accuracy of +/- 1° F (0.5°C), has memory storage of at least 4000 readings 21. A detachable bio-safe glycol-encased probe that measures liquid temperatures Certificate of calibration accredited by an ILAC MRA signatory body or meets ISO/IEC 17025 international standards. I understand it is the clinic's responsibility to pay for the biennial recalibration of the data loggers. If I cannot use the digital monitoring devices supplied by the NSIP, then I will use a NSIP approved temperature monitoring device. I agree to return all equipment supplied to my clinic through State or Federal funds to the Nevada State Immunization Program upon terminating from the VFC Program. I agree to purchase at least one backup data logger with a valid and current certificate of calibration accredited by an ILAC MRA signatory body or that meets ISO/IEC 17025 international standards, capable to alarm (visually or audibly) for out of range temperatures, provide current temperatures, minimum and maximum temperatures, low battery indicator, accuracy of +/- 1°F (0.5°C), used in conjunction with a detachable biosafe glycol-encased probe that measures liquid temperatures and have it readily available to ensure that twice a day 22. temperature assessment and recordings can be performed. In the event the NSIP Program Manager, Vaccine Manager, Provider Quality Assurance Manager, and/or the Vaccine Storage & Handling Coordinator recommends to my Primary Vaccine Coordinator and/or myself, the Medical Director, that I purchase stand-alone refrigerator and freezer units as a result of reviewing long-term temperature monitoring information, and the office does not purchase the recommended storage unit type, then I WILL be held accountable for replacing all VFC vaccine doses (at private cost on a dose-per dose basis) that are spoiled or wasted as a result of temperature excursions in the non-recommended unit. I agree to order and administer all Advisory Committee on Immunization Practices (ACIP)

- For providers new to the VFC program or those replacing a vaccine storage unit or opening
  - I agree to purchase a freezer-less stand-alone refrigerator and a stand-alone freezer. I understand that I cannot use a combination style refrigerator/freezer or dorm style refrigerators for storage of publicly funded vaccines.

additional offices:

recommended vaccines to VFC eligible children.

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25.	I agree to have at least one key staff member attend one training opportunity such as medical assistant immunization training or other provider educational event focused on immunizations. Additionally, if my office does not receive a VFC compliance visit in 2018, then I agree that the Primary and Back-Up Vaccine Coordinators will complete the CDC-sponsored 2018 "You Call the Shots -VFC Requirements" and 2018 "You Call the Shots - Storage and Handling" modules and fax the Certificates of Completion to the NSIP.
26.	I agree to have all staff who enter data into NV WebIZ receive the appropriate training prior to obtaining a username and password, entering data, or receiving public stock vaccine. I also agree to have the Primary and Back-up Vaccine Coordinators complete in-person training for inventory management and reconciliation of my inventory; and complete online training for ordering and returning publicly funded vaccine using NV WebIZ after the clinic has been designated a Type 3 (managing inventory in real-time and reconciling end of month inventory) user.
27.	I understand that vaccine funding source information must be included in the vaccine administration data that is documented in NV WebIZ. If vaccine administration data is transmitted from my practice's EMR to NV WebIZ via HL7 messaging, the vaccine funding source information must be included.
28.	I will not borrow VFC vaccine to administer to non-VFC eligible patient's) unless a rare unplanned situation exists. In the event an unplanned situation occurs that requires borrowing of VFC vaccine to administer to a non-VFC eligible patient, or vice versa, then I will be required to complete the "Vaccine Borrowing Report" to document borrowed and replaced doses. I will submit this form with monthly reports for the month in which the borrowing occurred.

Explanation of each item listed in this agreement is outlined in the "Vaccines for Children Program Protocol –2018." Protocol can be found at: <a href="http://dpbh.nv.gov/Programs/VFC/VFC">http://dpbh.nv.gov/Programs/VFC/VFC</a> – <a href="https://dpbh.nv.gov/Programs/VFC/VFC">https://dpbh.nv.gov/Programs/VFC/VFC</a> –			
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### VACCINATION SHIPPING HOURS

## **IMPORTANT** – Days and times the clinic is open to accept delivery of vaccines:

Day Of The Week	Time Office Open for Delivery	Closed for LUNCH from/to	Time Office Closes
MONDAY:			
TUESDAY:			
WEDNESDAY:			
THURSDAY:			
FRIDAY:			

Notify the Nevada State Immunization Program (in writing) of any changes, e.g., clinic closures or changes in hours of operation. In order for McKesson to be able to deliver vaccine, you must have appropriate staff available to receive the vaccine at least one day a week (other than Monday) for at least four (4) consecutive hours during that day.