

2023 COVID-19 Vaccine Bridge Access Program Provider Agreement

The COVID-19 Vaccine Bridge Access Program is a component of the Massachusetts Department of Public Health (MDPH) Immunization Division. To receive publicly funded vaccines at no cost, provided by the MDPH Immunization Division and Vaccine Program, 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 patients 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 and administer publicly purchased and COVID-19 Vaccine Bridge Access Program vaccines only to adults who are at least 19 years of age and meet one of the following categories:
 - (a) Uninsured: A person who does not have health insurance.
 - (b) Underinsured: A person who has health insurance, but the insurance does not include any vaccines; a person whose insurance covers only selected vaccines; a person whose insurance does not provide first-dollar coverage for vaccines.
- 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 COVID-19 Vaccine Bridge Access 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 for the person;
 - (b) The particular requirements contradict state law, including laws pertaining to religious and other exemptions.
- 4) I will maintain all records related to the COVID-19 Vaccine Bridge Access Program for a minimum of three years, or longer if required by state law, and upon request make these records available for review. COVID-19 Vaccine Bridge Access Program records include, but are not limited to, COVID-19 Vaccine Bridge Access Program 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 administer vaccine to eligible persons with publicly purchased vaccine at no charge to the patient for the cost of the vaccine.
- 6) I will not deny administration of a publicly purchased vaccine to an established patient because the individual of record is unable to pay the administration fee.
- 7) I will distribute the current Vaccine Information Statements (VIS) or Emergency Use Authorization (EUA) fact sheet (if applicable) 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).
- 8) 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 the Massachusetts Vaccine Program storage and handling recommendations and requirements;
 - (d) Returning all spoiled/expired public vaccines to CDC's centralized vaccine distributor within six months of spoilage/expiration

9. I agree to operate within the COVID-19 Vaccine Bridge Access 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 COVID-19 Vaccine Bridge Access 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 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. It also includes recipient practices that result in unnecessary cost to the Medicaid program.

10. I will participate in COVID-19 Vaccine Bridge Access Program compliance site visits including unannounced visits, and other educational opportunities associated with COVID-19 Vaccine Bridge Access Program requirements as recommended by Massachusetts Vaccine Program.
11. I will comply with the requirements for vaccine administration data:
- (a) I agree to submit vaccine administration data for all publicly purchased vaccines using Section 317 and state/local funds to the jurisdiction's Immunization Information System (IIS) in accordance with Massachusetts Vaccine Program regulations and reporting timelines.
 - (b) I agree to submit vaccine administration data for all Bridge Access Program purchased vaccines to the jurisdiction's Immunization Information System (IIS) in accordance with CDC documentation and data requirements.
12. I agree to update Vaccines.gov to indicate Bridge Access Program vaccine availability and to make my profile public facing, according to CDC data guidance and timelines.
13. I understand this facility, or the Massachusetts Vaccine 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 the Massachusetts Vaccine Program.

By signing this form, I certify on behalf of myself and all immunization providers in this facility, I have read and agree to the COVID-19 Vaccine Bridge Access Program enrollment requirements listed above and understand I am accountable for compliance with these requirements.

Medical Director's Name (Print): _____

Medical Director's Signature: _____

Vaccine Provider Site Number _____ Date: _____