

## VACCINATION PROGRAM ADDENDUM TO CLOUD SERVICES AGREEMENT

The Cloud Services Agreement, entered into on or about January 8, 2018, by and between CareDox, Inc. ("CareDox") and Raytown School District ("Customer") (the "Agreement") is supplemented by this Vaccination Program Addendum (the "Addendum"), effective as of the last signature date below, (the "Addendum Effective Date") as follows:

1. **Vaccination Program.** As part of an initiative to improve public health and ensure that recommended vaccinations are available to all school-age children and school staff, the parties have entered into this Addendum. CareDox, through its licensed healthcare workers, provides vaccination services, including the vaccine. Customer wishes to engage the services of CareDox to provide licensed healthcare workers, support staff, and supplies to administer the vaccine to Customer's students, as described in this Addendum (the "Vaccination Program"). The following vaccinations shall be provided in connection with this Schedule: TBA.

### 2. **CareDox Obligations.**

2.1 **Supplies.** CareDox will supply all needed medical supplies, including syringes, needles, isopropyl alcohol, gloves, band aids and sharps biohazard containers for proper disposal.

2.2 **Vaccine.** CareDox will supply the vaccine as identified by the CDC as appropriate for that treatment year. At all times, CareDox will have exclusive ownership and control over its vaccine supply.

2.3 **Vaccine Control.** CareDox will transport, store and handle the vaccine in accordance with the Vaccine Storage and Handling Recommendations promulgated by the Department of Health and Human Services (DHHS) and CDC and Prevention Recommendations for Storage and Handling of Selected Biologicals. CareDox shall handle the vaccine in accordance with the package insert provided with the vaccine including compliance with cold chain requirements at vaccination sites.

2.4 **Information Sheet.** CareDox will provide a current Vaccine Information Sheet to each individual before vaccination and answer questions about the benefits and risks of vaccination for all individuals or their guardians.

2.5 **Administration of Vaccine.** CareDox will administer the vaccine according to the recommendations and guidance issued by the CDC and vaccine manufacturer.

2.6 **Records.** CareDox will keep a record of the administration by individual name, date, site, vaccine type and lot number, and name of immunization provider for the vaccines it administers. CareDox will record the administration of the vaccine into its cloud Services and make such records available for access by Customer. CareDox will also maintain records of the Informed and Express Consent to Treatment Form for each individual that has received services. Records must be kept for a minimum of three years following vaccination.

2.7 Publicity. CareDox will obtain the approval of Customer prior to distributing any documents, consent forms, announcements, emails, advertising posters or documents regarding any vaccination event or any document indicating the approval by or involvement with Customer. CareDox shall also provide its contact information for the use of parents and/or guardians.

2.8 No Re-Use. CareDox acknowledges that vaccines, syringes, or needles cannot be reused.

2.9 Licensure Required. CareDox healthcare professionals that administer vaccinations must be licensed in the relevant state.

2.10 Background Screening. CareDox will comply with all applicable laws and regulations, including those relating to background screenings for all CareDox staff at CareDox's cost. All CareDox staff who will perform any services under this Addendum will, at a minimum, be subject to a background check at least as thorough as that required of volunteers who may be left alone with a single child pursuant to the Customer's Board Policy GBEB.

2.11 Digital Platform. CareDox will provide its cloud Services for parent outreach, parent sign up and clinic management.

### 3. **Customer Obligations.**

3.1 Locations for vaccine administration shall be determined by Customer Superintendent or his/her designee. Site locations will be given to the CareDox no later than TBA with Schedule.

3.2 CareDox shall not be responsible for any costs for the use of the school facility so long as the CareDox complies with the hours previously agreed upon by the parties and causes no damage to the facility.

3.3 The facilities shall be used by the CareDox, its staff, and Customer's staff as a point of distribution for dispensing the vaccine and related materials as a measure to protect the public health.

3.4 Access to all enrolled students (excluding those students who have opted out of the Vaccination Program) will be granted to CareDox by Customer Superintendent for the Customer vaccination event.

3.5 Customer will assist CareDox in the marketing and outreach for the vaccination program to Customer families.

3.6 Connecting CareDox digital platform to Customer's Student Information System.

4. **Eligibility.** CareDox will only administer vaccines to individuals who present a signed Informed and Express Consent to Treatment Form. Minors must have said consent form

signed by their custodial parent or legal guardian including any information regarding third party payor coverage. CareDox will provide vaccinations to individuals in accordance with CDC guidelines and accepted standards of medical practice. Individuals will not be refused due to lack of insurance or inability to pay.

5. **No Fees.** CareDox will perform and provide the Vaccination Program at no cost to Customer. CareDox may contact and bill any appropriate third-party payer, including, but not limited to commercial insurance carriers or Medicaid as identified on the Informed and Express Consent to Treatment Form.

6. **Applicable Terms.** In addition to the terms of this Addendum, the following Sections of the Agreement shall be deemed to include the Services in the definition of Services: 7 (Privacy), 8 (Family Educational Rights and Privacy), 9 (Information Security), 11 (Proprietary Rights), 12 (Customer Data), 14 (Deidentified Data), 15 (Feedback), 17 (Warranties), 19 (Indemnification), 20 (Confidentiality), 21 (Limitation of Liability and Damages), 22 (Termination), 23 (Assignment), and 24 (General Provisions). The term of this Addendum will be co-extensive with the Agreement.

7. **General.** Capitalized terms, not otherwise defined herein, shall have the meanings assigned to them in the Agreement. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this Addendum and the Agreement, the terms of this Addendum shall control. No amendment or modification of this Addendum shall be effective unless signed by authorized representatives of both parties. This Agreement, as amended, constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior oral and written agreements, representations and understandings between the parties concerning such subject matter.

**CUSTOMER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CAREDOX, INC.**

By: ~~\_\_\_\_\_~~  
Name: HESKY KUTSCHER  
Title: CEO / FOUNDER  
Date: 01/08/18