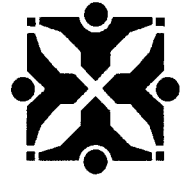


City of Columbia

701 East Broadway, Columbia, Missouri 65201



Agenda Item Number: R 89-15

Department Source: Public Health & Human Services

To: City Council

From: City Manager & Staff

Council Meeting Date: 6/1/2015

Re: VaxCare Corporation Agreement

Documents Included With This Agenda Item

Council memo, Resolution/Ordinance, VAXCARE Services Agreement

Supporting documentation includes: None

Executive Summary

A resolution authorizing the City Manager to sign the services agreement between VaxCare Corporation and the City of Columbia.

Discussion

VaxCare Corporation provides adult and pediatric vaccines to health care providers and acts as the billing agent for commercial insurance policies. This agreement allows the City of Columbia Department of Public Health and Human Services to provide all recommended vaccines, and receive administrative fees without having contracts with every insurance company.

Fiscal Impact

Short-Term Impact: none

Long-Term Impact: none

Vision, Strategic & Comprehensive Plan Impact

Vision Impact: Health, Social Services and Affordable Housing

Strategic Plan Impact: Health, Safety and Wellbeing

Comprehensive Plan Impact: Not Applicable

Suggested Council Action

Should the Council agree with staff recommendations, an affirmative vote is in order.


Legislative History

This is the first such agreement with VaxCare Corporation.

City of Columbia

701 East Broadway, Columbia, Missouri 65201




Department Approved


City Manager Approved

Introduced by _____ Council Bill No. R 89-15

A RESOLUTION

authorizing an agreement with VaxCare Corporation for the provision of adult and pediatric vaccines and claims processing and patient billing services.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with VaxCare Corporation for the provision of adult and pediatric vaccines and claims processing and patient billing services. The form and content of the agreement shall be substantially as set forth in "Attachment A" attached hereto and made a part hereof.

ADOPTED this _____ day of _____, 2015.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT
Between
VAXCARE CORPORATION
And the
CITY OF COLUMBIA, MISSOURI,
On behalf of its
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

This Agreement is entered on the date of the last signatory noted below (hereinafter "Effective Date") by and between VaxCare Corporation, a Florida corporation, with its principal offices at 3113 Lawton Road, Suite 250, Orlando, FL 32803 (hereinafter "VaxCare") and City of Columbia, with its principal offices at 701 East Broadway, Columbia, Missouri, on behalf of its Department of Public Health and Human Services (hereinafter "Administrator"). Administrator and VaxCare are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, Administrator is in need of the services herein described; and

WHEREAS, Administrator has selected VaxCare based upon VaxCare's representations that VaxCare is qualified to provide the services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and intending to be legally bound, the Parties agree as follows:

1. Binding Agreement.

a. Use of Defined Terms. All capitalized terms used anywhere in this Agreement shall have the meanings contained in Section 2 of this Agreement or as otherwise defined herein.

b. Authority to Enter Into Agreement. Administrator represents, warrants and covenants it is duly organized, validly existing, and in good standing under the Regulations of the jurisdiction of its formation as well as the jurisdictions in which it does business. Administrator further represents, warrants and covenants that the execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement, are within Administrator's powers, have been duly authorized and, upon the execution and performance of this Agreement, will comply with all Regulations, charter provisions, and bylaws to which Administrator may be subject.

c. No Oral Modification of This Agreement. Any modification of, or amendment to, this Agreement must be in writing and executed by the Parties.

d. Execution. Administrator agrees that all services offered on or through the VaxCare Site will be governed by the terms of this Agreement, including, without limitation, any

new Program(s) to the extent VaxCare makes such Program(s) available to Administrator and Administrator elects to participate in the Program(s) through a written amendment to this Agreement.

2. Definitions.

a. "Administrator" is as defined in the introductory paragraph of this Agreement. The term Administrator shall include any affiliates and successors in interest of Administrator.

b. "Accepted Insurance(s)" means the insurance companies and/or government programs listed in Exhibit B. These are the insurance companies and third-party administrators with which VaxCare has entered into reimbursement agreements applicable to the Vaccinations contemplated by this Agreement. The Accepted Insurances are the product of ongoing negotiations between VaxCare and various third parties. As such, the list of Accepted Insurances may increase or decrease over time. VaxCare shall notify Administrator of any change in the Accepted Insurances.

c. "Administrative and Vaccine CPT® Codes" means the claims associated with purchasing and administering vaccines that are submitted by a provider to a payer for purposes of reimbursement. Administrative and Vaccine CPT® Codes follow the annual guidelines set forth by the American Medical Association ("AMA"). CPT® is registered trademark of the American Medical Association.

d. "Approved Eligibility Response" means VaxCare has confirmed the Patient has insurance coverage in place on a specific date and time.

e. "Agreement" means this Agreement, including all exhibits and attachments.

f. "Business Associate Agreement" means the Business Associate Agreement terms located in Section 8e of this Agreement or as amended in writing by mutual agreement of the Parties.

g. "CDC" means the United States Center for Disease Control and Prevention.

h. "Compensation" means the financial payments that VaxCare makes to Administrator as defined by Section 6 of this Agreement.

i. "Conforming Vaccination" means a Vaccination that meets each of the criteria defined in Section 6a of this Agreement. For the purposes of reporting, a Conforming Vaccination may also be referred to as Risk-Free Vaccination.

j. "Consent Form" means a form to collect Patient demographic, financial, and authorization information related to one or more Vaccinations. This form may be provided to Administrator or to VaxCare electronically or in a paper format. The content of the form shall be

determined by the Parties, as the Parties reasonably determine what is necessary to comply with applicable Regulations and billing requirements.

k. "DEA" means the United States Drug Enforcement Administration.

l. "Enroll or "Enrollment" means to complete the dialog box at the end of VaxCare's online enrollment process, whereby the Administrator shall place a check mark in the designated space to indicate that they have read this Agreement and agree to the terms and conditions of this Agreement.

m. "FDA" means the United States Food and Drug Administration.

n. "HIPAA" and "HITECH" means Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act and any and all regulations promulgated under each of those acts as may be applicable at any particular time.

o. "Jurisdiction" means the applicable state, county, city or other legally defined area.

p. "License" means any and all applicable licenses, registrations, or certifications required by Regulations necessary for Administrator to perform the duties contemplated by this Agreement in each and every Jurisdiction applicable to the performance of such duties. Such Licenses include, but are not limited to, those issued by any applicable state board of health, state medical board, DEA and any other similar regulatory body.

q. "Licensed" means having all applicable Licenses in good standing.

r. "Non-Billable Vaccination" means a Vaccination provided to a Patient that is not covered by an Accepted Insurance.

s. "Non-Conforming Vaccination" or "At-Risk Vaccination" means a Vaccination that does not meet all of the criteria set forth in Section 6a for a Conforming Vaccination, but that meets each of the criteria set forth in 6c of this Agreement.

t. "Notice of Privacy Practices" means either: (i) the VaxCare Notice of Privacy Practices, which can be found at: <https://abyss.vaxcare.com/Resources/AwarenessForms/VaxCare.Privacy.Policy.081513.pdf>; or (ii) a joint notice of privacy practices covering the organized health care arrangement in which Administration and VaxCare participate, approved in advance by VaxCare, and meeting the requirements of 45 C.F.R. § 164.520(d); or (iii) the Administrator's Notice of Privacy Practices.

u. "Patient" means an individual receiving a Vaccination in conjunction with the VaxCare Program.

v. "Privacy Policy" means the Privacy Policy referenced in the Business Associate Agreement, which is located in Section 8e of this Agreement or as amended by mutual written agreement of the Parties.

w. "Program Materials" means the materials VaxCare deems, in its sole discretion, necessary to effectively implement its Programs, including but not limited to marketing materials, consent forms, medical supplies, and educational materials.

x. "Regulations" means all of the laws, regulations, standards (including but not limited to standards of care), and rules applicable to Administrator and the services contemplated (and any actions taken) under this Agreement, whether currently in effect or enacted during the Term. This includes, without limitation, those issued by any: (i) federal, state, or local government; and (ii) any issued by a government entity including, without limitation, the DEA, CDC or FDA.

y. "Standing Orders" means the standing orders, policies and procedures for providing Vaccinations to Patients as an Administrator in one or more Programs, including but not limited to the Patient or guardian pre-administration counseling, the administration of Vaccine within the specified licensure as set forth by the FDA and the administration of Vaccine according to current recommendations as set forth by the CDC. VaxCare reserves the right to update Standing Orders for each Vaccine from time to time at its sole discretion. All Standing Orders will be posted in the VaxCare Site. To the best of VaxCare's knowledge, these Standing Orders comply with all Regulations and medical best practices. However, it is and shall remain the Administrator's sole responsibility to ensure that all Vaccinations are conducted in full compliance with all Regulations. If the Administrator believes the Standing Orders or Vaccine Materials provided by VaxCare do not comply with all applicable Regulations, the Administrator shall immediately cease the Program and inform VaxCare of such noncompliance.

z. "Term" means the time from the Commencement Date, as defined in Section 7a. until this Agreement is terminated in accordance with the terms of Section 7 of this Agreement.

aa. "Vaccine" means one or more of the products listed in Exhibit A, to the extent such vaccines are available to VaxCare and that VaxCare decides to make the vaccine available to the Administrator under the terms of this Agreement. VaxCare reserves the right, in its sole and absolute discretion to modify the list of vaccines available to the Administrator with notice to be provided either in electronic mail confirmation or as a notice in the VaxCare Site upon Administrator log-in. The Parties agree that changes to Exhibit A require a contract amendment.

bb. "Vaccine Fee" means the cost charged by VaxCare to Administrator for each dose of Vaccine as defined by Sections 6d and 6e(iv).

cc. "Vaccine Storage & Handling" means the standard protocols associated with receiving, storing and managing Vaccines in the Program. Each Vaccine should be received,

stored and handled according to the package inserts. For online access to all package inserts, visit: <http://www.immunize.org/packageinserts/>.

dd. "Vaccination" means the administration of one or more Vaccines by Administrator, or an agent or employee of the Administrator.

ee. "Vaccinator" means any employee, agent, independent contractor, or other person that Administrator allows to provide Vaccinations to Patients.

ff. "Vaccine Portfolio" means the subset of Vaccines from Exhibit A that VaxCare decides to make available to the Administrator.

gg. "VaxCare" means VaxCare Corporation, a Florida Corporation.

hh. "VaxCare Program" means VaxCare's proprietary comprehensive business model for the delivery of a wide range of Vaccines to Patients. This includes, but is not limited to, the VaxStations Program, which includes tools for marketing, ordering, delivering, and billing Vaccines.

ii. "VaxCare Site" means the online technology and resources that VaxCare provides Administrator to access and conduct the VaxCare Program utilizing an Administrator log-in at <http://www.vaxcare.com>.

jj. "VaxHub" means VaxCare's proprietary hardware tablet used in VaxCare's inventory & billing processes.

kk. "VIS" means vaccine information sheets as published by the CDC, which can be found at www.cdc.gov/vaccines/pubs/vis/.

3. Licensing and Compliance.

a. Medical Services Provider. Administrator represents, warrants, and covenants that Administrator is a municipality that has a public health department.

b. Licensing. Administrator represents, warrants and covenants that it as well as any and all contractors, employees, or agents that provide services under this Agreement or utilizing the VaxCare Program are fully Licensed and will remain fully Licensed throughout the Term of this Agreement. Administrator agrees to immediately cease the Program(s) and notify VaxCare in writing if any applicable License is revoked, canceled, suspended or otherwise limited in a way that would impact Administrator's ability to perform the services contemplated by this Agreement.

c. Compliance. Administrator covenants that all Vaccinations provided under the terms of this Agreement shall comply with all applicable Regulations, including but not limited to the guidelines promulgated by the CDC and any guidelines promulgated by the Advisory

Committee on Immunization Practices. Administrator, its employees, and/ or its agents are authorized by Regulations to provide Vaccinations under the terms of this Agreement. Administrator covenants that the Vaccinations shall be administered only at the locations registered and updated from time to time with VaxCare through the use of the VaxCare Site.

d. Insurance. Administrator represents, warrants, and covenants that the Vaccinators providing Vaccinations under the terms of this Agreement are and shall remain in compliance with all financial responsibility and/or professional liability/malpractice insurance requirements applicable to Administrator and/or its employed professionals in any Jurisdiction applicable to the provision of services under this Agreement.

e. Regulations & Regulatory Conflict. The parties to this Agreement agree it is their intent to comply with all applicable Regulations, including, without limitation, the Stark Act (42 U.S.C. 1395nn) and the Anti-Kickback Statute (42 U.S.C. 1320a-7b) and their implementing regulations. If there is any conflict between the terms of this Agreement and any Regulations, the terms of the Regulations shall supersede this Agreement. Each party to this Agreement shall be solely responsible for ensuring their respective compliance with all Regulations.

4. VaxCare's Program Activities. Subject to the terms of this Agreement, VaxCare hereby retains Administrator to provide Vaccinations on behalf of VaxCare utilizing the VaxCare Program(s). The Parties agree that this Agreement specifically excludes the 317 Vaccine Program and the VFC program. To facilitate these Program(s), VaxCare shall:

a. (Reserved).

b. Vaccine Planning & Delivery. Provide access to Vaccines. A VaxCare representative or Administrator shall place orders for Vaccine through the VaxCare Site. VaxCare will arrange for delivery of Vaccine from a designated third-party that has been approved by VaxCare. At its sole discretion, VaxCare reserves the right to approve or adjust order quantities for Vaccine.

c. VaxHub. VaxCare shall furnish Administrator with VaxHub and provide necessary set-up, training and support.

d. Training. VaxCare shall provide or arrange for training and support reasonably necessary to implement the Vaccination Program.

e. On-line Tools. VaxCare shall provide online reporting tools to monitor the Program and review Patient administration activity, including but not limited to reports associated with inventory, administered Vaccinations, and Compensation.

f. Processing. VaxCare shall provide claims processing and patient billing associated with Conforming and Non-Conforming Vaccinations provided to Patients.

g. Compensation. VaxCare shall provide Compensation to Administrator in accordance with Section 6.

h. Support. VaxCare shall provide Program support to Administrator via phone, email, and the VaxCare Site.

i. Vaccine Returns and Processing. VaxCare shall provide support to Administrator to return Vaccine in accordance with Sections 5h, 5i, 7e(iii), and 7e(iv).

j. Full Reporting. VaxCare shall provide Administrator with full access to the detail reporting functions or shall provide Administrator with appropriate reports as determined by the Administrator's accountants.

k. Data Security. VAXCARE's software and services shall at all times comply with the terms of this Agreement, applicable laws, rules and regulations including and not limited to Red Flag and Health Insurance Portability and Accountability Act (HIPAA), and the Health Information Technology and Clinical Health Act (the "HITECH Act"). VAXCARE shall require its subcontractors and the subcontractors' software and services to at all times comply with the terms of this Agreement and applicable laws, rules and Regulations. VaxCare shall comply and shall warrant that the VaxCare's software and services (including any modifications, customizations or interfaces) comply with the Payment Card Industry (PCI) Data Security Standards and the rules and regulations of payment card industry organizations including Visa, Mastercard, Discover, and any other applicable payment card industry organizations. VaxCare shall further warrant that such software and/or modules be in compliance with Good Financial Industry and Accounting Practices; SAS70 auditing standards; NACHA (The Electronic Payments Association) Operating Rules; and the Administrator's Red Flag Policy as applicable. VaxCare shall further require that any subcontractor's software, modules, or upgrades be in compliance with this section in its contracts with those subcontractors or third party software providers. Compliance is required to be maintained with all listed applicable regulations, standards, etc. as they are updated and modified over the time period of the contracts.

VaxCare shall notify Administrator promptly of their failure or subcontractor's failure to maintain such compliance. In addition to VaxCare's hold harmless agreement, VaxCare shall be required to bear the cost of any fees, penalties, or costs accrued to Administrator because of such failure to maintain such compliance.

l. Duty to Report. VAXCARE shall maintain the security of Administrator's content and data and that of Administrator's customers or patients and any user that is stored in or in any way connected with VAXCARE Software Products, applications, and websites or portals (hereinafter, collectively "VAXCARE Software Products"). If either Party believes or suspects that security has been breached or data compromised, whether it be from harmful code or otherwise, the Party shall notify the other Party of the issue or possible security breach within forty-eight (48) hours.

m. Binding Subcontractors and Subsidiaries to Data Security Standards. VAXCARE shall include similar provisions in VAXCARE's agreements with subcontractors and subsidiaries that perform work or services related to these VAXCARE Software Products and have any access to the Administrator's data or that of Administrator's customers or patients contained therein or in the cloud storage.

n. No Harmful Code. VAXCARE warrants that the VAXCARE Software Products do not contain Harmful Code. For purposes of this Agreement, "Harmful Code" is any code containing any program, routine, or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse or trap or back door. VAXCARE shall include in contracts with any subcontractor a provision which prohibits the use of Harmful Code.

o. Data Ownership and Storage. VAXCARE covenants that any data from Administrator, its employees, customers, or patients or any data derived therefrom shall be stored in the United States of America. The data or any information derived therefrom shall not be transferred, moved, or stored to or at any location outside the United States of America. All such data for Non-Billable Vaccinations and any information derived therefrom shall be confidential and proprietary information belonging to either Administrator, Administrator's customers or Administrator's patient or Administrator's other users of the systems. VAXCARE covenants that VAXCARE, its subsidiaries or subcontractors shall not sell or give away any such data or information derived therefrom.

p. Employment of Unauthorized Aliens Prohibited. VAXCARE agrees to comply with Missouri State Statute Section 285.530 in that VAXCARE shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract, VAXCARE shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. VAXCARE shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the performance of the contracted services within the State of Missouri. VAXCARE shall require each subcontractor to affirmatively state in its contract with VAXCARE that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. VAXCARE shall also require each subcontractor to provide VAXCARE with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees who perform work in the State of Missouri are lawfully present in the United States.

5. Administrator's Obligations and Program Activities. Administrator agrees it shall:

a. Receiving. Receive and maintain control of all Program Materials, Vaccines and other supplies or materials provided by VaxCare. Vaccine Storage and Handling shall be conducted as specified in the Vaccine package insert, which can be found at

www.immunize.org/packageinserts/. Administrator will inform VaxCare of Administrator's regular office hours for purpose of scheduling Vaccine delivery and if and when there are changes to those office hours.

b. Training/Guidelines. Implement the Program in accordance with the training and guidelines provided by VaxCare.

c. Consent Forms and Notice of Privacy Practices. Consent Forms and Notice of Privacy Practices. Complete a Consent Form for each Patient receiving a Vaccination and verify all information on the Consent Form. Administrator hereby acknowledges and agrees that the information included on a Consent Form (or excluded from a Consent Form) will impact the billing and payment status of each Vaccination. It is Administrator's responsibility to ensure the accuracy and completeness of each Consent Form returned to VaxCare for processing. Administrator also agrees to either: i). provide Patients with VaxCare's Notice of Privacy Practices; or ii). provide Patients with a Notice of Privacy Practices that includes VaxCare as part of an organized health care arrangement as defined by, and provided for pursuant to, HIPAA; or iii) provide Patients with Administrator's Notice of Privacy Practices.

d. Administration. Ensure that Administrator and all Vaccinators conduct Patient pre-counseling and administer the Vaccination in accordance with, recommended Vaccine use as published by the CDC in the VIS, and Vaccine licensure as issued by the FDA.

e. Co-Payments. Not collect any co-payments or other amounts from insured Patients for Vaccinations. Administrator further agrees that VaxCare shall be entitled to any and all reimbursement or payments for any and all charges associated with the Vaccinations, including, without limitation, both the administration fee and Vaccine fee and Administrator agrees VaxCare shall have the sole right to submit claims to the Patient's third-party payer or insurer for Vaccinations, and that, except as set forth in Section 6e (self-pay or Non-Billable Vaccinations) below, Administrator shall not bill or collect funds of any amount from any person or payer for the Vaccinations, including, without limitation, the administration fee for the Vaccination. Administrator agrees it shall be responsible for the collection of accurate credit card information associated with the Conforming Vaccination requirements defined in Section 6a. In addition, credit card information may be requested for services covered by Medicare D plans. This credit card information is recorded by Administrator but the transaction will be processed by VaxCare.

f. Submit Forms. Return all Consent Forms to VaxCare either electronically (via VaxCare online customer interface or electronic file) or fax within two (2) business day of the Vaccination date or "Check Out" in VaxHub.

g. Planning. Timely notify VaxCare of any approaching or existing need for additional Vaccines or Vaccination Materials. As part of its Programs, VaxCare works to predict each Administrator's need for Vaccines. However, such efforts may not account for unexpected spikes in demand due to Administrator specific programs or factors.

h. Expired Vaccine. Ensure Vaccines are not administered after the applicable expiration date, as determined by the manufacturer and applicable Regulations. Any expired vaccine may be returned to VaxCare without Administrator being charged the Vaccine Fee, as long as Vaccines are in a form accepted by the Vaccine manufacturer for returns. Partially used vials and syringes shall not qualify as acceptable for return to VaxCare. All shipments of expired Vaccine shall be coordinated between both parties. All products licensed to vaccinate against influenza may be returned by Administrator to VaxCare prior to expiration, in accordance with Section 5.i, without being charged the Vaccine Fee.

i. Return Unused Flu Vaccines. Return all unused doses of influenza Vaccine each year by a date mutually agreed upon by both parties in writing, in a form acceptable by Vaccine manufacturer for return credit. Partially used and uncapped vials or syringes shall not qualify as returnable for credit.

j. Administrative and Vaccine CPT® Codes. Except as set forth in Section 6e (Non-Billable Patients), Administrator shall not bill a Patient's insurance company, Patient's 3rd party payer or Patient for the Vaccinations, including, without limitation, the Administrative or Vaccine CPT® Codes. Any violation of this Section 5j is a breach of this Agreement and VaxCare has the option to immediately terminate this Agreement for cause. In case of such a breach, in addition to and without waiving any other remedy available to VaxCare, Administrator shall pay to VaxCare the greater of: (i) any and all reimbursements or payments Administrator receives for the Vaccinations from any source; or (ii) the Vaccine Fee. Administrator is responsible for submitting claims to Patient's insurance company, Patient's 3rd Party payer or Patient for provision of professional covered services other than Vaccinations.

k. Additional Services or Equipment Rental. In connection with VaxCare Services, Administrator may choose to rent one or more pieces of Equipment provided and owned by VaxCare. The rental of Equipment shall be governed by the terms set forth herein and in this Agreement.

1. Equipment Identified. Administrator shall rent the Equipment listed on the attached Exhibit "B".
2. Payment Terms. The rental payments shall be due whether or not the Administrator has received notice of a payment. The payment terms of the rental are defined in Exhibit "B".
3. Own Cost. Administrator shall keep and maintain the rented equipment during the terms of the rental at Administrator's own cost and expense and shall keep the equipment in a good state of repair, normal wear and tear excepted.
4. Lost or Stolen or Damaged. Administrator shall pay the VaxCare full compensation for replacement and/or repair of any equipment which is not

returned because it is lost or stolen or which is damaged due to negligence. The cost of replacement for all equipment will be as follows:

- a. VaxHub replacement cost is \$1,000.00
 - b. VaxVial replacement cost is \$300.00
5. Own and Specific Location Use. Administrator shall not remove the equipment from the address of the Administrator or the location shown herein as the place of use of the equipment without prior written approval of the VaxCare.
 6. Delivered by VaxCare. The equipment shall be delivered to Administrator and returned to VaxCare at VaxCare's expense.
 7. No Waiver. Acceptance of returned equipment by VaxCare does not constitute a waiver of any of the rights VaxCare has under this Agreement. No allowance will be made for any rented equipment or portion thereof which is claimed to have not been used.
 8. Location Access. Administrator shall allow VaxCare to enter Administrator's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment. If Administrator is in default of any of the terms and conditions of this Agreement, VaxCare, and its agents, may repossess the rented equipment.
 9. VaxCare Owned. Administrator shall not pledge or encumber the rented equipment in any way.
 10. Termination. Either Party may terminate the equipment rental with thirty days written notice. If so terminated, Administrator will coordinate with VaxCare to return Equipment at VaxCare's expense.
- I. Nature of Administrator's Obligations. All obligations of Administrator under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.
6. Administrator Compensation.
 - a. Conforming Vaccinations. VaxCare shall only be required to provide compensation to Administrator for Vaccinations that meet each of the following specific criteria (a "Conforming Vaccination"):
 - (i) Administered. The Vaccination was administered to the Patient during the Term of this Agreement by Administrator.

- (ii) Check-In Process Completed. The online Check-In Process is completed using materially accurate information (including information as may be represented on a picture identification and insurance card), to include, but not limited to the following fields:
1. Patient information: first name, last name, home address, telephone number, date of birth, gender;
 2. Guardian information, where applicable: first name, last name;
 3. Insurance information: primary insurance name, member identification, insured first name, insured last name, insured date of birth, insured gender, and relationship to insured.
- (iii). Patient Insurance Coverage Verified. The Patient is covered by one of the Accepted Insurances and the insurance coverage was verified by VaxCare via VaxCare's electronic verification system available through the VaxCare Site, prior to the Vaccination. The following responses and corresponding Administrator actions are required for a Vaccination to qualify as Conforming:
1. For verifications receiving an "Eligible" response in the VaxCare Site, there are not additional Administrator steps.
 2. For verifications receiving an "Eligible with Possible Patient Responsibility" response in the VaxCare Site, Administrator must also collect from Patient valid credit card information and Patient email address (or other contact information sufficient for VaxCare to contact the Patient if the Patient does not have an email address) to be used by VaxCare to collect any patient responsibility associated with the Vaccinations. If the credit card information and email address is electronically captured by Administrator in the VaxCare Site, VaxCare will provide an electronic verification of their collective validity. If the credit card information and email address are manually captured on the Consent Form, VaxCare will perform verification upon receipt of the returned Consent Form from Administrator. VaxCare will update the verification status on the VaxCare Site indicating whether the credit card information and email address are valid within two (2) business day of receipt. For verifications receiving a "Previous Visit Balance" response in the VaxCare site, Administrator must collect from Patient valid credit card information and Patient email address to be used by VaxCare to collect the balance due from the previous visit and/or any Patient Responsibility associated with the current visit.
 3. For verifications receiving a "Not Available" response in the VaxCare site, VaxCare will perform eligibility verification upon receipt of the Consent

Form. VaxCare will update the eligibility verification status on the VaxCare site indicating whether the Patient's insurance coverage is verified within two (2) business days of receipt.

- (iv) Vaccination Within Guidelines. The Vaccination administered to the Patient is one indicated during the Check-In Process or on the Consent Form to be a Conforming Vaccination for the specific patient on the date the Check-In Process is complete.
- (v) Patient Check-Out or Submission of the Consent Form. Administrator will Check-Out the Vaccination on the VaxHub or submit the Consent Form timely as required by Section 5f of this Agreement. To be Conforming, Administrator must provide the full and accurate Vaccination information: Vaccine name(s), Vaccine(s) lot number(s), Vaccination administration date, Vaccination site(s), and Vaccination method(s).

b. Compensation for Conforming Vaccinations. For each Conforming Vaccination, Administrator shall receive compensation equal to the Compensation shown in Exhibit A for the applicable Vaccination. Such compensation shall be due to Administrator by the fifteenth (15th) day of the month following the date of Vaccination without regard to whether VaxCare receives any payment or compensation from the Patient's insurance company, from the Patient's third-party payer, or from the Patient.

c. Non-Conforming Vaccinations. For Vaccinations which do not meet the Conforming Vaccination criteria, as defined in 6a of this Agreement, the Compensation due to the Administrator will be contingent upon the compensation received by VaxCare from the Patient's insurance company, from the Patient's third-party payer, or from the Patient.

d. Compensation for Non-Conforming Vaccinations. For each Non-Conforming Vaccination, Administrator shall receive compensation equal to the lesser of (i) the Compensation Fee shown in Exhibit A for such Vaccination; or (ii) the actual amount collected by VaxCare for that Vaccination, less the Vaccine Fee for such Vaccination, as shown in Exhibit A. If VaxCare collects less than Vaccine Fee for the applicable Vaccination, Administrator shall be liable for such difference (up to the full amount of the Vaccine Fee). In no event shall Administrator be liable for any amount greater than the Vaccine Fee. Payment of all Compensation for Non-Conforming Vaccinations shall be due to Administrator by the fifteenth (15th) day of the month following collection of payment by VaxCare for such Vaccinations.

- (i) VaxCare Efforts. VaxCare shall use commercially reasonable efforts to collect payment from applicable third parties, Patients, and Patient guardians for each Non-Conforming Vaccination. VaxCare's collection efforts shall comply with the requirements of law.

e. **Non-Billable Vaccinations.** Administrator, at Administrator's sole and absolute discretion, may elect to provide Vaccinations which are not billable to one of the Accepted Insurances, including but not limited to, Patients who are self-pay patients, indigent patients, patients covered by insurances that are not part of the Accepted Insurances List set forth in the Accepted Insurances on VaxCare.com, Administrator employees or other patient categories (collectively "Non-billable Patients"). In addition, any and all Vaccinations that do not comply with the Conforming Vaccination criteria found in Section 6a of this Agreement or the Non-Conforming Vaccination criteria in Sections 6c of this Agreement shall be deemed to have been administered to Non-Billable Patients; provided, however, that Administrator, unless Administrator determines to treat the patient as a Non-billable Patient, expressly covenants to use its best efforts to make all Vaccinations a Conforming Vaccination and if not possible to be a Conforming Vaccination a Non-Conforming Vaccination.

- (i) **Non-Billable Vaccination Compensation.** Any Vaccination administered to a Non-Billable Patient will be a Non-Billable Vaccination and VaxCare shall not provide any Compensation to Administrator for such Non-Billable Vaccinations.
- (ii) **Payments for Non-Billable Patients.** Administrator shall be entitled to retain all funds collected for Non-Billable Patient Vaccinations and shall select the self-pay or no-pay payment option or leave the patient payment information section blank on the Consent Form.
- (iii) **Non-Billable Vaccination Accountability.** Administrator shall prepare a Consent Form for all Non-Billable Vaccinations and submit such Consent Form to VaxCare within five (5) business days of Vaccination date.
- (iv) **Non-Billable Vaccination Fee.** Administrator shall pay VaxCare the Vaccine Fee for each Vaccine provided to Non-billable Patients no later than the sixty (60) days following the administration of the Vaccination.

f. **Unaccounted For Vaccines.** VaxCare shall be entitled to conduct Vaccine inventory audits from time to time, at its sole discretion. Administrator agrees VaxCare shall be granted access to the Vaccines within three (3) days of any request by VaxCare for such access. VaxCare also shall be entitled to require Contract Administrator from time to time to conduct an inventory audit of its Vaccines within a reasonable time period. Administrator shall be charged the Vaccine Fee for all doses of Vaccine provided to Administrator and not accounted for during the Vaccine audit. A Vaccine shall be deemed to be accounted for if it is (i) existing in the Administrator's inventory; (ii) included in the Vaccinations referenced in the Check Out Process; or (iii) has been properly returned to VaxCare and is entitled to a credit under the terms of this Agreement. If Administrator fails to grant VaxCare access to the Vaccines or perform an internal inventory audit within the time period required by this Section 6f, all Vaccines that VaxCare's records show are located at Administrator's site shall be deemed not accounted for and Administrator shall be charged the Vaccine Fee for all such Vaccines.

g. Reporting. VaxCare will periodically provide a report to Administrator detailing Vaccine inventory, Consent Forms submitted for processing, and payments for the applicable period. VaxCare may make such information available to Administrator through the VaxCare Site.

h. Reconciliation of Payments to Administrator. In coordination with the payment of the Compensation, VaxCare shall provide to Administrator reports to reconcile all credits and debits associated with the use of the VaxCare Program.

- (i) Timing. Such reconciliation shall occur once per month on a date to occur on or around the 15th day of each month.
- (ii) Amount. The amount paid to Administrator shall be the net difference of all amounts due to Administrator under the terms of this Agreement for the respective period, less all amounts due to VaxCare under the terms of this Agreement.
- (iii) Amount Due to VaxCare. If the sum of all activity occurring since the last reconciliation yields an amount due to VaxCare, VaxCare may, but is not required to, present an invoice to Administrator requesting payment of such amount. If such an invoice is presented, that amount is due and payable under the terms of this Agreement, and Administrator shall pay the amount due within thirty (30) days of the date of the invoice. If VaxCare, in its sole discretion, does not present such an invoice, VaxCare may apply the amount due by Administrator to future Compensation earned by Administrator. Additionally, VaxCare may suspend Vaccine delivery immediately if an amount due to VaxCare from Administrator remains unpaid for more than thirty (30) days. Failure by Administrator to pay any amount due within 30 days of receiving an invoice constitutes a breach of this Agreement and VaxCare shall have the option to terminate this Agreement for cause immediately.
- (iv) Administrator has the right to audit the account and require statements or reports on account activity. VaxCare shall provide Administrator with full access to the detail reporting functions or shall provide Administrator with appropriate reports as determined by Administrator's accountants.

i. Audit. Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made.

7. Term and Termination.

a. Commencement Date. This Agreement shall be binding from and after the Effective Date unless and until this Agreement is terminated pursuant to the terms herein.

b. Notice of Termination. Notwithstanding anything to the contrary in this Agreement, either party may terminate this Agreement without cause upon thirty (30) days prior written notice delivered to the other party. The Termination Date shall be the date that is thirty (30) days after the delivery of the notice to the other party.

c. Termination for Breach. In addition, a non-breaching party may immediately terminate this Agreement for cause if the breaching party fails to cure a breach to the reasonable satisfaction of the non-breaching party within ten (10) days of receiving written notice from the non-breaching party specifying the breach with particularity. Failure to pay an outstanding invoice within ten (10) days of the invoice's due date shall constitute a breach of this Agreement and shall grant the non-breaching party the right, at its sole discretion, to terminate the Agreement at any time thereafter.

d. Administrator Responsibilities following Notice of Termination. Upon notice of termination of this Agreement, Administrator shall:

- (i) Additional Vaccinations. Have the right to continue to provide Vaccinations under the terms of this Agreement until the Termination Date. All Consent Forms for all Vaccinations, whether delivered before or after the notice of termination, shall be delivered to VaxCare on or before the Termination Date.
- (ii) Unused Vaccine. Purchase all unused Vaccine shipped to Administrator prior to the termination notice date, other than flu Vaccine or expired Vaccine, for the Vaccine Fees set forth in Exhibit A, unless VaxCare, in its sole discretion, elects to retain some or all of the Vaccines. If VaxCare elects to retain some or all of the Vaccines, Administrator shall ship the Vaccines being retained back to VaxCare at VaxCare's cost and expense or to allow VaxCare to physically remove the Vaccines, whichever VaxCare, in its sole discretion, elects to do.
- (iii) Expired Vaccine. Return all expired Vaccine to VaxCare in a shipping manner reasonably acceptable to VaxCare and in a form accepted by the Vaccine manufacturer for Vaccine returns. Administrator shall not be charged a Vaccine Fee for any Vaccine that expires prior to the Termination Date and is properly returned under the terms of this Agreement.
- (iv) Flu Vaccine. Either purchase or return, at Administrator's discretion, any flu Vaccine shipped to Administrator prior to the termination notice date. Administrator shall not be charged a Vaccine Fee for any flu Vaccine returned to

VaxCare by the Termination Date in accordance with the terms of this Agreement, including, without limitation, Section 5.i.

- (v) Unaccounted for Vaccine. Administrator shall be charged a Vaccine Fee, as shown in Exhibit A for any vaccine that has not been returned to VaxCare in accordance with Section 7d(iii) or Section 7d(iv), or accounted for in a Consent Form returned to VaxCare on or before the Termination Date. All amounts due to VaxCare, if any, shall be paid within thirty (30) days of the Termination Date.

e. VaxCare's Responsibilities following Termination. Upon termination of this Agreement, VaxCare shall:

- (i) Process Consent Forms. Continue to process all Consent Forms submitted to VaxCare by Administrator.
- (ii) Process Returns. Handle all returns, as described above, and make all payments due to Administrator under the terms of this Agreement. All amounts due to Administrator, if any, shall be paid within thirty (30) days of the Termination Date.

f. No Right to Vaccinations. Nothing in this Agreement shall be deemed or read to entitle Administrator to administer any particular number of Vaccines.

8. Miscellaneous Terms.

a. Headings. The headings in this Agreement are for the convenience of the parties and shall have no impact on the terms of this Agreement.

b. Relationship Between the Parties. The parties to this Agreement have entered into an independent contractor relationship, for the limited purposes and under the terms defined in this Agreement. Nothing in this Agreement shall be read to mean that the parties are in a joint venture, partners, or have any ownership interest in or fiduciary duty to, the other party.

c. Consignment Provisions. VaxCare agrees, subject to the terms of this Agreement, to consign and deliver to the Administrator, and to replenish as requested, a mutually agreeable inventory of Vaccines from those listed on Exhibit "A" attached hereto (collectively, all such Vaccines, now or hereafter delivered to Administrator pursuant to the Agreement, are called the "Vaccine Inventory") for use by Administrator as permitted and contemplated hereunder. VaxCare may change the items available for Vaccine Inventory and listed in Exhibit A at any time. VaxCare and the Administrator intend that this Agreement be treated as a "true" consignment of goods in accordance with the applicable provisions of the Uniform Commercial Code, as adopted in Florida (the "UCC"). The Administrator expressly disclaims and waives any title to or claim of ownership in the Vaccine Inventory, unless and until such Vaccine Inventory has been dispensed to a Non-Billable Patient and the agreed Vaccine Fee paid to VaxCare by the Administrator. Nevertheless, to the extent that delivery of Vaccine Inventory on consignment to the Administrator is (contrary to the intent of the parties) deemed to

transfer any title to or ownership interest in the Vaccine Inventory to the Administrator, the Administrator hereby grants to VaxCare, its successors and assigns, a purchase money security interest of first priority in all of the Administrator's right, title and interest in and to Vaccine Inventory now or hereafter delivered to the Administrator by VaxCare (whether deemed inventory or raw materials under the UCC), together with all accounts (including without limitation healthcare insurance receivables) and payment intangibles arising therefrom, and the products and proceeds of all of the foregoing. The Administrator hereby expressly authorizes VaxCare to file such financing statement or statements (and any related amendments or extensions thereof), in such form and in such jurisdictions, as VaxCare may deem necessary to perfect its rights as consignor, secured party, or both, in the Vaccine Inventory.

d. Confidentiality. The Parties acknowledges that in the performing of each Party's duties under this Agreement, the Parties will have access to and be entrusted with valuable, confidential information of VaxCare, Administrator, or Administrator's patients or customers. Administrator agrees not to use or disclose for any purpose other than to furnish services under this Agreement, or as required by public record law, statute, or regulation, any confidential information. Nothing in this Agreement shall be construed to supercede, conflict with or otherwise defeat any provision of the Missouri Revised Statutes Chapter 610 Governmental Bodies and Records (Missouri Sunshine Law). Should Administrator receive an open records request related to this Agreement and the transactions contemplated by this Agreement, Administrator shall provide VaxCare with written notice so that VaxCare may pursue legal action at VaxCare's sole expense.

e. Obligations and Activities of the Parties related to HIPAA Compliance

(i) VaxCare shall:

1. Not use or disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;
3. Timely report to Administrator any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;
4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of VaxCare agree, in writing, to the same restrictions, conditions, and requirements that apply to VaxCare with respect to such information;

5. Make available protected health information in a designated record set to Administrator as necessary to satisfy Administrator's obligations under 45 CFR 164.524;
6. Make any amendment(s) to protected health information in a designated record set as directed or agreed to by Administrator pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Administrator's obligations under 45 CFR 164.526;
7. Maintain and make available the information required to provide an accounting of disclosures to Administrator as necessary to satisfy Administrator's obligations under 45 CFR 164.528;
8. To the extent VaxCare is to carry out one or more of Administrator's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Administrator in the performance of such obligation(s); and
9. Make its internal practices, books, and records available to the Secretary of U.S. Department of Health and Human Services and to the Administrator for purposes of determining compliance with the HIPAA Rules.

(ii) Permitted Uses and Disclosures by VaxCare

1. VaxCare may only use or disclose protected health information as necessary to perform the services set forth in the Agreement. VaxCare shall not use protected health information to de-identify the information. VaxCare shall not use any information derived therefrom except as necessary to perform the services set forth in the Agreement.
2. VaxCare may use or disclose protected health information as required by law.
3. VaxCare agrees to make uses and disclosures and requests for protected health information consistent with Administrator's minimum necessary policies and procedures which are provided to VaxCare in writing. Administrator reserves the right to amend its policies and procedures at any time. VaxCare shall comply with any amended policy or procedure to which VaxCare shall have notice.
4. VaxCare may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Administrator.

(iii) Provisions for Administrator to Inform VaxCare of Privacy Practices and Restrictions

1. Administrator shall notify VaxCare of any limitation(s) in the notice of privacy practices of Administrator under 45 CFR 164.520, to the extent that such limitation may affect VaxCare's use or disclosure of protected health information.
2. Administrator shall notify VaxCare of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect VaxCare's use or disclosure of protected health information.
3. Administrator shall notify VaxCare of any restriction on the use or disclosure of protected health information that Administrator has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect VaxCare's use or disclosure of protected health information.

f. Designation of Benefits. Unless as otherwise instructed by VaxCare, Administrator shall not bill, charge, or attempt to collect compensation or reimbursement from Patient's insurer for Vaccinations provided to VaxCare in accordance with Sections 6.a and 6.c for insurance billing. To ensure no double-billing occurs for Vaccinations provided in accordance with Sections 6a. and 6c., Administrator agrees to designate all payment of benefits from Patient's insurer to VaxCare.

g. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, VaxCare shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of VaxCare, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with VaxCare or a subcontractor for part of the services), of anyone directly or indirectly employed by VaxCare or by any subcontractor, or of anyone for whose acts VaxCare or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require VaxCare to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This section shall survive the termination of this Agreement for any reason.

h. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

i. Governing Law, Venue and Jurisdiction. This Agreement shall be governed by, interpreted, and enforced in accordance with, the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this

Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

j. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

k. General Laws. VaxCare shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

l. Notices. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

If to Administrator:
City of Columbia Health Department
P.O. Box 6015
Columbia, MO 65205
Attn: Scott Clardy

If to VaxCare:
VaxCare
3113 Lawton Road, Suite 250
Orlando, Florida 32804
Attn: Brett Kenefick

Any notice required by this Agreement to be given in writing or that either Administrator or VaxCare wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

m. No Third Party Beneficiary. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Agreement.

n. Contract Documents. The Contract Documents include this Agreement and the following attachments or exhibits, which are incorporated herein by reference.

<u>Attachment/Exhibit</u>	<u>Description</u>
A	Vaccines, Presentations, Compensation, Vaccine Fees
B	Equipment Rental

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Agreement, the terms of this Agreement control.

o. Complete Understanding. This Agreement constitutes the full and complete understanding of the parties relating to the subject matter herein and supersedes all prior understandings and agreements relating to such subject matter. All previous or

contemporaneous agreements, representations, promises and conditions relating to the services described herein are superseded.

p. Survival. The provisions of this Agreement, including, but not limited to, Sections 5k and 8c through 8k, that are intended to survive the termination of this Agreement, shall so survive termination of this Agreement regardless of the reason for such termination.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Name: Mike Matthes
Title: City Manager
Date: _____

ATTEST:

By: _____
Name: Sheela Amin
Title: City Clerk
Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson
Title: City Counselor
Date: _____

VAXCARE CORPORATION

By: Brett Kempf
Name: Brett Kempf
Title: CEO
Date: 5-6-15

ATTEST:

By: Christie Thomas
Name: Christie Thomas
Title: Bus Development Manager
Date: 05-06-15

Exhibit A: Vaccines, Presentations, Compensation, Vaccine Fees

Antigen	Product	Long Presentation	Total Admin Fee	Loss Fee
Hep B	Recombivax HB - Adult	1 SDV (1mL) (Adult)	\$10.00	\$45.00
HIB	ActHIB	5 SDV (0.5 mL) with diluents	\$10.00	\$21.00
DTaP	Daptacel	10 x 1 SDV (0.5 mL)	\$10.00	\$21.00
DTaP + IPV + HIB	Pentacel	5 X 1 SDV (0.5 mL)	\$10.00	\$65.00
IPV	IPOL	10-dose Vial (5.0mL)	\$10.00	\$23.00
Rotavirus	RotaTeq	Single Dose Tube (2 mL)	\$10.00	\$72.00
Varicella	Varivax	10 x 1 SDV (0.5 mL)	\$10.00	\$101.00
Meningococcal MCV4P	Menactra	5 X 1 SDV (0.5mL)	\$10.00	\$106.00
Tdap	Adacel	5 X 1 PFS (0.5mL)	\$10.00	\$35.00
HPV4	Gardasil	Carton of 1 SDV (0.5mL)	\$10.00	\$140.00
HPV4	Gardasil	Carton of 10 SDV (0.5mL)	\$10.00	\$140.00
Zoster	Zostavax	Pkg. of 10 Single-dose Vials of Lyophilized Vaccine and separate Pkg. of 10 Vials of Diluent	\$10.00	\$185.00
MMR	MMR II	10 SDV (0.5mL) with diluent	\$10.00	\$59.00
Dt	Ped Dt	10 X 1 SDV (0.5mL)	\$10.00	\$38.00
TD	Tenivac	10 x 1 PFS (0.5mL)	\$10.00	\$26.00
TD	Tenivac	10 x 1 SDV (0.5 mL)	\$10.00	\$26.00
PV13	Prenar 13	10 X 1 SDV (0.5mL) (Pediatric)	\$10.00	\$158.00
Hep A	Vaqa- Adult	1 SDV (1 mL) (Adult)	\$10.00	\$70.00
MMRV	ProQuad	10 x 1 SDV (0.5 mL)	\$10.00	\$163.00
Tdap	Boostrix	10 X 1 SDV (0.5mL)	\$10.00	\$34.00
Tdap	Boostrix	10 X 1 PFS (0.5mL)	\$10.00	\$34.00
Hep B	Engerix - Adult	10 x 1 SDV (1 mL) (Adult)	\$10.00	\$57.00
Hep A	Havrix - Adult	10 X 1 PFS (1 mL) (Adult)	\$10.00	\$70.00
Hep A	Havrix - Adult	10 X 1 SDV (1 mL) (Adult)	\$10.00	\$70.00

DTaP	Infanrix	10 Prefilled Syringes	\$10.00	\$24.00
Dtap	Infanrix	10 x 1 SDV	\$10.00	\$24.00
IPV + DTaP	Kinrix	10 x 1 SDV (0.5 mL)	\$10.00	\$48.00
IPV + DTaP	Kinrix	10 x 1 PFS (0.5 mL)	\$10.00	\$48.00
DTaP + IPV + Hep B	Pediarix	10 x 1 PFS (0.5mL)	\$10.00	\$62.00
Hep A + Hep B	Twinrix	10 X 1 PFS (1 mL) (Adult)	\$10.00	\$90.00
Hep A + Hep B	Twinrix	10 X 1 SDV (1 mL) (Adult)	\$10.00	\$90.00
Influenza	Fluzone High Dose PF	10 X 1 PFS (0.5mL)	\$10.00	\$30.00
Influenza	Fluzone Quadrivalent Pediatric PFS	10 X 1 PFS (0.25mL)	\$10.00	\$20.00
Influenza	Fluzone Quadrivalent Standard PFS	10 X 1 PFS (0.5mL)	\$10.00	\$20.00
Influenza	Fluzone Quadrivalent MDV	10-dose vial (5.0mL)	\$10.00	\$20.00
Influenza	Fluzone Trivalent Standard MDV	10-dose vial (5.0mL)	\$10.00	\$15.00
Influenza	Fluzone Trivalent Standard PF	10 X 1 PFS (0.5mL)	\$10.00	\$15.00
Influenza	Fluzone Intradermal PF	10 X 1 PFS (0.1mL)	\$10.00	\$20.00
Influenza	FluMist Quadrivalent Nasal Spray	Nasal (0.2mL)	\$10.00	\$20.00
PPSV23	Pneumovax23	10 x 1 PFS (0.5mL)	\$10.00	\$72.00
Hep A	Vaqa - Pediatric	10 X 1 PFS (0.5mL) (Pediatric/Adolescent)	\$10.00	\$27.00
Hep A	Vaqa- Adult	10 x 1 PFS (1 mL) (Adult)	\$10.00	\$70.00
Hep B	Recombivax HB - Pediatric	10 X 1 PFS (0.5mL) (Pediatric/Adolescent)	\$10.00	\$14.00
Hep B	Recombivax HB - Adult	10 x 1 PFS (1 mL) (Adult)	\$10.00	\$45.00

Exhibit B: Equipment Rental

There will be a \$20 monthly rental fee per VaxHub deducted from each month's compensation payment.