

The Outreach Program

for Vaccine Series Completion

**Notifying appropriate patients
that they need to complete a
vaccine series**

The Program includes:

- Postage-prepaid postcards or recorded telephone reminder calls sent on your behalf to patients you deem appropriate
- A downloadable roster to help you track your patients' responses
- Short surveys upon enrollment and as follow-up (for your completion) to provide important feedback

Please review the details of the Program and the enclosed Terms and Conditions.

Visit vaccineoutreach.com or contact the
Outreach Program Support Center at **1-877-VAX-6646**.

Overview

Reminding your appropriate patients to complete a vaccine series is important.

The Outreach Program for Vaccine Series Completion was created to help you notify appropriate patients (or their parents/guardians) whom you've identified as needing to complete doses in a previously started vaccination series to contact you and find out if an appointment is needed.

Before enrollment, please review the following details of the Program and the Terms and Conditions.

If you have any questions, please contact the Outreach Program Support Center at **1-877-VAX-6646**.

Review and Enroll

1

Review materials



First, visit vaccineoutreach.com to review the sample reminder mailer and reminder telephone call transcript (both available in English and Spanish). Also, be sure to read the Program Terms and Conditions.

Join the Program



Then, enroll your practice at vaccineoutreach.com.

You will need to agree to the Terms and Conditions, provide basic practice information, and complete a 2-question survey.

Participation in the Program is open to eligible US health care professionals who will implement the Program in accordance with the Terms and Conditions. At enrollment, a HIPAA Business Associate agreement with the Program administrator must be executed.

Identify and Upload

2

Identify appropriate patients



Reminders can be sent to your eligible current patients whom you identify as needing to complete doses in a vaccination series they previously started, regardless of who manufactures the vaccine. For reminders by telephone, eligible patients must have visited your office within the past 12 months. Include as many patients in the Program as you would like.

Upload patient information



Within 30 days of your enrollment, enter patient information at vaccineoutreach.com.

Required information to send reminders by mail includes patient name and address. Required information to send reminders by telephone includes patient name, residential telephone number (cell phone or other wireless numbers cannot be used), and date of last office visit.

Need help? Please contact the Outreach Program Support Center at **1-877-VAX-6646** for assistance with uploading the patient information.

Merck shall have the right to establish limits on the quantity of reminders provided for any participating health care provider.

Neither reminders by mail nor reminders by telephone are available to be sent to patients in California, Florida, or Maine. In addition, reminders by telephone are not available to be sent to patients in Arizona, Arkansas, Colorado, Georgia, Massachusetts, New Mexico, North Carolina, Oklahoma, Tennessee, Washington, Wisconsin, or Wyoming.

Follow Up

3

Track patient response



Download the roster at vaccineoutreach.com to:

- List the eligible patients you've identified
- Track those who contact you about an appointment
- Indicate those who received subsequent vaccination(s)

Provide important feedback



To share whether the reminders sent under this Program have helped your patients to follow up, please complete the simple survey that will be e-mailed to you approximately 3 months after patient information is uploaded to vaccineoutreach.com.

Please complete the survey within 4 weeks of receipt and within 12 months of enrollment. Your feedback may help improve future programs.

The feedback survey will not seek information that directly identifies any patient. Survey responses will be used by the Program administrator to compile de-identified, aggregate analysis and feedback about the Program.

Terms and Conditions

Program Description

The Outreach Program for Vaccine Series Completion (the "Program") is offered by Merck Sharp & Dohme Corp. ("Merck"), a subsidiary of Merck & Co., Inc., to support the efforts of health care professionals ("HCP") to notify appropriate patients (or their parents/caregivers) that they may need to complete a vaccine series, regardless of who manufactures the vaccine. The vaccine does not need to be manufactured by Merck.

The Program provides postage-prepaid postcards ("Mail Reminders") or recorded telephone reminder calls ("Call Reminders") on behalf of enrolled HCPs. The Program, which is paid for by Merck and operated and administered by ClientTell, Inc. ("Administrator"), is subject to the Terms and Conditions below.

I. Program Participants, Administration, and Questions

For purposes of the Program and these Terms and Conditions, the term "Participant" includes, unless expressly stated otherwise, the health care practice/organization identified in the enrollment process, including such health care practice/organization's employees, agents, subcontractors and/or any individual or entity acting on behalf of the Participant and/or the Participant's health care practice/organization in connection with the Program.

Merck has contracted with Administrator to operate and administer the Program. Participant questions regarding the Program should be directed to the Outreach Program Support Center operated by the Administrator at 1-877-VAX-6646.

II. Participant Eligibility Criteria

Participation in the Program is open to eligible U.S. HCPs who will implement the Program in accordance with these Terms and Conditions. HCPs in California, Florida, or Maine, or those who are eligible to receive enhanced payments (or any other thing of value) as a result of achieving certain vaccination rates, are **not** eligible to participate in the Program. Additionally, HCPs who are obligated by law or contract to send vaccine information to patients, parents or caregivers are **not** eligible to participate in the Program.

III. How to Enroll in the Program

If you are interested in enrolling in the Program as a Participant, please review the following additional Program Terms and Conditions, and enroll at vaccineoutreach.com.

Please call the Outreach Program Support Center at 1-877-VAX-6646 if you have any questions about the Program.

IV. Program Details

- A. Reminders:** The Administrator, at Merck's expense, will provide the following:
- a. Delivery of Mail Reminders, available in both English and Spanish, to appropriate patients as determined and directed by Participant; or
 - b. Delivery of Call Reminders, available in both English and Spanish, to appropriate patients as determined and directed by Participant; followed with a report of attempted, completed, and failed Call Reminders.
- B. Mail Reminders vs. Call Reminders:** Eligible Participants who enroll in the Program will select whether to send their patients Mail Reminders or Call Reminders. The content of Mail Reminders and Call Reminders is available for review by Participants at www.vaccineoutreach.com. Participants should review these materials before determining whether to enroll in and use the Program.

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C. Exclusions:

- a. Neither Mail Reminders nor Call Reminders are available to be sent to patients in California, Florida, and Maine. In addition, Call Reminders are not available to be sent to patients in Arizona, Arkansas, Colorado, Georgia, Massachusetts, New Mexico, North Carolina, Oklahoma, Tennessee, Washington, Wisconsin, and Wyoming.
- b. Neither Mail Reminders nor Call Reminders are available to be sent to anyone other than current patients of the Participant. Additionally, Call Reminders are not available to be sent to any patient who was last seen in Participant's office/clinic more than twelve (12) months prior to the date on which Participant provides the patient's contact information to the Administrator.
- c. Neither Mail Reminders nor Call Reminders are available to be sent to anyone who has notified Participant that they no longer wish to receive such communications from Participant.
- d. Call Reminders are not available to be sent to cellular or wireless telephone numbers.

D. Quantity Limits: Merck shall have the right to establish limits on the quantity of Mail Reminders and Call Reminders provided for any Participant.

V. Participant Responsibilities

A. Requirements: As conditions of participation in the Program, Participants agree to do the following:

- a. Complete all Program enrollment materials.
- b. Identify appropriate, current patients who have started but not yet completed a vaccine series to whom (or to the parents/guardians of whom) they would like Mail Reminders or Call Reminders communicated. Participants shall undertake reasonable measures to ensure that they identify only patients who have started but not yet completed a vaccine series.
- c. Provide information about Participant requested by Administrator in order to implement the Program, including Participant's full, registered name, address, telephone number, and e-mail address.
- d. Subject to the exclusions identified in Section IV.C of these Terms and Conditions, upload the required patient data at www.vaccineoutreach.com within 30 days. Participants who have elected to have Mail Reminders sent must include patient names and mailing addresses. Participants who have elected to have Call Reminders sent must include patient names and residential (non-cellular and non-wireless) telephone numbers, and date of last office visit.
- e. Immediately notify Administrator if Participant receives an opt-out request from a patient, parent or guardian whose information Participant has provided to Administrator.
- f. Track the number of patients who subsequently schedule an appointment, and who are administered follow-up doses of a vaccination series after receiving Mail Reminders or Call Reminders. To assist with tracking, a "Patient Roster" form is available for download at www.vaccineoutreach.com.
- g. Answer questions about the Program that Participant receives from its patients to whom it has had Call Reminders or Mail Reminders sent. A Program "frequently asked questions" document will be available for reference by Participants at www.vaccineoutreach.com.
- h. Complete two surveys providing feedback about the Program. The first survey will be provided as part of the Program enrollment process. Administrator will email the second survey to Participant approximately 3 months after Participant uploads patient data to vaccineoutreach.com. The Participant agrees to complete the second survey within 4 weeks of receipt, but in no event later than 12 months after Program enrollment. Surveys will not seek information that directly identifies any patient. Survey responses will be used by Administrator to provide Merck with de-identified, aggregate analysis and feedback about the Program.
- i. If Participant is a "Covered Entity" as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and regulations issued thereunder ("HIPAA") and provides "individually identifiable health

Terms and Conditions continue on the next page.

information” or “protected health information” (each as defined by HIPAA) to Administrator as Participant’s “Business Associate” (as defined by HIPAA), then a Business Associate Agreement between Administrator and Participant applies and is incorporated into these Terms and Conditions by reference. The Business Associate Agreement is presented during Program registration. Call Reminders are available only to Covered Entities and are subject to the Business Associate Agreement.

- B. Participant Direction to Communicate with Patients: Participant understands and agrees that by enrolling in the Program and providing patient contact information to the Administrator, Participant has had the opportunity to review the content of Mail Reminders or Call Reminders (as applicable) and is directing Administrator to deliver such content to Participant’s patients.**
- C. Participant Determination of Appropriate Patients:** Participant is solely responsible for determining which patients will receive any Mail Reminders or Call Reminders and which patients will receive any vaccine. Neither Merck nor Administrator is responsible for any action taken by a Participant in regard to selecting patients to receive any Mail Reminders or Call Reminders, and/or in regard to determining whether a vaccine is appropriate for a particular patient.
- D. Representations and Warranties:** In connection with the Program, Participant represents and warrants as follows:
- a. That Participant’s participation in the Program and activities in connection therewith do not conflict with any contractual, legal, or regulatory obligation, or professional or ethical standard applicable to Participant, including without limitation those related to privacy or security of medical records and individually identifiable health information, notice and consent.
 - b. That Participant is, or is acting on behalf of, a professional duly licensed to provide health care products and/or services in the jurisdiction(s) where they conduct such activities.
 - c. That Participant’s participation in the Program and activities in connection therewith are consistent with all notices Participant has provided to its patients, including without limitation Participant’s Notice of Privacy Practices.
 - d. That patients whose contact information Participant selects to receive Mail Reminders or Call Reminders have been seen in the Participant’s office/clinic within the twelve (12) months prior to the date on which Participant provides patient contact information to the Administrator.
 - e. That all telephone numbers provided to Administrator by Participant will be residential phone numbers only. No cellular or other wireless phone numbers may be provided. Administrator reserves the right not to deliver Call Reminders to any telephone number subsequently identified as a cellular or other wireless number.
 - f. That Participant is a Covered Entity under HIPAA, if Participant has requested that Call Reminders be placed.
 - g. That the Participant shall not take participation in this Program, or any service provided by Merck in connection with the Program, into account in making any decision regarding the prescribing, purchasing, ordering, administration, or recommending of any Merck product.
 - h. That the Participant has reviewed these Terms and Conditions and that the Participant shall at all times comply with all applicable Terms and Conditions.
- E. Refusal of Services:** Notwithstanding the foregoing, Participant understands that Administrator may refuse to deliver Mail Reminders or Call Reminders where inconsistent with Program requirements or exclusions.

VI. Program Changes and Termination

- A.** At any time, Merck may limit the overall number of Participants in the Program.
- B.** Merck reserves the right to terminate and/or make changes to the Terms and Conditions and/or the content of the Mail Reminders and Call Reminders at any time upon notice to the Participant. In the event of any material change to the Terms and Conditions, and/or the content of the Mail Reminders and/or the Call Reminders, the Participant may immediately withdraw from the Program by contacting the Outreach Program Support Center at 1-877-VAX-6646 within 10 days of notification of the relevant change.

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- C. Unless the Program is terminated or the Participant withdraws pursuant to the Terms and Conditions, the term of the Program shall be the greater of 1 year from the Participant's enrollment in the Program or when the Participant submits the final completed survey.

VII. General Provisions

- A. Enrollment Application:** Participants, through their duly authorized representatives, must agree to the Terms and Conditions and Business Associate Agreement and submit the Enrollment Application as a condition of participation in the Program. Submission of the Enrollment Application does not guarantee participation in the Program. The Administrator shall inform HCP upon acceptance of HCP's participation in the Program. Any individual who submits an Enrollment Application on behalf of a Participant must be authorized to act for the Participant (including all HCPs, health care business professionals, and other employees, staff members, providers, subcontractors or agents who initiate or otherwise facilitate implementation of the Program on behalf of the Participant) and to bind the Participant to these Terms and Conditions.
- B. Data:** No protected patient-identifiable information, or other information that is protected from disclosure by applicable law, will be disclosed to Merck, except as required by or expressly permitted by and in accordance with law, regulation, or judicial or administrative order. De-identified patient data, including summarized or aggregated data collected from Participant's use of the Program, may be shared with Merck. Additionally, data about Participants and their use of the Program may be shared with Merck in identifiable form and thereafter may be used by or on behalf of Merck for any lawful purpose. All such identifiable information provided to Merck will be used in accordance to the Merck Global Data Practices Commitment to Health Care Professionals (available at www.merck.com/policy/pdf/global_data_practices_2009.pdf). Both Administrator and Merck may use third parties to assist them in connection with these Terms and Conditions.

Participant is responsible for ensuring that all Participant and patient information provided to Administrator is complete and accurate as of the time provided and is updated, as needed, in a timely fashion. Neither Administrator nor Merck shall be liable or responsible for any incorrect or incomplete information to the extent resulting from Participant's failure to provide complete and accurate information.

- C. Program Impact:** Merck and the Participant agree that an improvement in vaccination series completion rates may, but are not guaranteed to, result from this Program.
- D. Third Party Beneficiaries:** Nothing in these Terms and Conditions shall confer any benefits or rights on any person or entity other than to Merck, the Administrator, or the Participant.
- E. Independence of Participant:** The Participant agrees to at all times act solely as an independent party. The Participant is not, and shall not hold itself out as, an employee or agent of Merck or Administrator.
- F. Notices:** All notices relating to the Terms and Conditions shall be in writing and delivered to the party designated below either in person or by electronic mail, facsimile, US Mail, or by overnight courier service with tracking capability. Notices delivered by electronic mail, facsimile, overnight courier, or in person shall be deemed given upon delivery; notices sent by US Mail shall be deemed given 2 days after posting thereof.

If to Participant:

Utilize Name, Address,

E-mail and Telephone

On Enrollment Application

Terms and Conditions continue on the next page.

If to Merck or Administrator:

ClientTell, Inc.

Attn: Outreach Program for Vaccine Series Completion

119 N. Patterson St.

Valdosta, GA 31601

Telephone: 1-877-VAX-6646

Fax: 1-229-244-9192

E-mail: support@vaccineoutreach.com

- G. Communications with Participant:** Participant consents to receive communications in connection with the Program from or on behalf of Administrator via the mailing address, telephone number, e-mail address, or other contact information provided by Participant. Participant represents and warrants that it is authorized to give such consent with regard to the use of this contact information.
- H. Participant Responsibility for Own Software/Hardware and Network Security:** Participant shall provide the necessary computer equipment, operating system software and other necessary application software required for Participant to upload and receive patient data in connection with use of the Program, and shall be responsible for related software or hardware updates that may be needed from time to time. Neither Administrator nor Merck shall be liable to the extent that any of software or hardware owned or operated by Participant impacts or hinders the operation of the Program. In connection with Participant's transmittal of patient data to Administrator or receipt of patient data from Administrator, Participant must maintain adequate technical, physical, and procedural access controls and system security requirements and devices to ensure data privacy, confidentiality, integrity, authorization, authentication, nonrepudiation, virus detection and eradication, and other data and network security.
- I. Additional Participant Obligations:** Participant shall not do any of the following:
- a. Use the Program for any purpose or in any manner not specifically authorized by these Terms and Conditions.
 - b. Submit false or misleading information to Administrator.
 - c. Use the Program to gain or attempt to gain unauthorized access to (i) any services for which Participant does not have expressed permission, or (ii) software or computer systems belonging to any third party that has access to Program.
 - d. Attempt to do or assist any party in attempting to do any of the foregoing.
 - e. Refer to the Program and/or use Administrator's or Merck's name or logo in any materials or communications except as expressly described herein without their express written permission.
- J. No Assignment:** The Participant shall not assign to any person or entity, in whole or in part, any obligation of the Participant without Merck's written consent.
- K. Entire Agreement:** These Terms and Conditions, along with the accompanying Business Associate Agreement between Administrator and Participant, constitute the entire agreement between the parties concerning the subject matter herein. Such Terms and Conditions can only be modified by a written communication from Merck, to the extent permitted by law.
- L. Severability:** If any term or provision of the Terms and Conditions is declared illegal or unenforceable, or in conflict with any law or regulation, the validity of any other Term or Condition shall not be affected thereby.
- M. Audits:** Participant shall allow Merck (or its authorized agent) to conduct periodic audits of the Participant's records solely to ensure compliance with the Terms and Conditions. Any such audit shall take place only upon reasonable advance notice and shall be conducted during regular business hours. Merck or its authorized agent shall be required to enter into an appropriate agreement with the Participant regarding disclosure to protect individuals' medical privacy.

