

CASA PHYSICIANS ALLIANCE PARTICIPATION AGREEMENT

Sanofi Pasteur Participation Terms

The following vaccines listed are Core Products for the performance of CASA Physicians Alliance Contract with Sanofi Pasteur and should be purchased through Sanofi Pasteur in lieu of equivalent vaccines from any other vendors. Core Products and other vaccine products available with Sanofi Pasteur participation are itemized with the enclosed CASA/Sanofi pricing.

- > Pentacel
- > Quadracel
- > Daptacel
- > IPOL
- > ADACEL
- > ActHIB
- > MenQuadfi

CASA Members

- > Are eligible to receive a 2% discount for paying invoices within 60 days and an additional 1% online discount for ordering thru VaccineShoppe.com
- > Sanofi promotions and discounts are in addition to CASA discounts on all eligible vaccines.
- > Receive discount pricing on all Sanofi Influenza vaccines.

Merck Participation Terms

Merck has CASA Member participation and market share requirements separated into 3 product groups, two of which have market share requirements as follows:

Product Group 1 Includes: Gardasil9, Penumovax23 and Vaxneuvance

CASA Members in aggregate must achieve at least a 50% market share measurement for Pneumococcal vaccines each quarter to receive a 3% discount off Catalogue price for each of the vaccines in the product group. Should CASA Members in aggregate, achieve 80% or more market share the discounts would be 3% on Gardasil9 and Penumovax23, and 5% for Vaxneuvance. Should CASA Members in aggregate achieve less than 50% market share in the Pneumococcal vaccine market no discounts will be available for vaccines in product group 1.

Product Group 2 Includes: M-M-R, ProQuad, Recombivax HB Ped, Recombivax HB Adult, Rotateq, Vaqta Ped and Varivax.

CASA Members in aggregate must achieve at least an 80% market share measurement each quarter for RotaTaq to maintain the discounts/pricing levels in Schedule D attached for RotaTaq and the other vaccines in Product Group 2.

Product Group – Other Vaccines Includes: PedvaxHIB and Vaqta Adult . No market share requirement to receive published pricing for vaccines in this product group.

**** If your patient population does not utilize one or more of the core antigens you are not required to purchase these vaccines for compliance. (example: OB/GYN provider purchasing Gardasil®9 only).**

Best Discount Option: CASA Members are eligible to receive a 2% discount for paying invoices within 60 days and an **additional 1% online discount** for ordering thru www.vaxserve.com or www.vacineshoppe.com (CASA preferred Prime Distributor).

- > Special Merck promotions and discounts are in additions to CASA discounts on all eligible vaccines.

Vaxelis™ Participation Terms

- Vaxelis is a vaccine indicated for active immunization to prevent diphtheria, tetanus, pertussis, poliomyelitis, hepatitis B, and invasive disease due to *Haemophilus Influenzae type b (Hib)*. Vaxelis is approved for use as a 3-dose series in children 6 weeks through 4 years of age (prior to the 5th birthday). Vaxelis was developed in partnership between Merck and Sanofi Pasteur and is available for purchase through our vaccine programs.
- CASA members participating on Sanofi will automatically be enrolled in the Base Offer for Vaxelis™ and may choose to opt into the Performance Offer by completing the attached Vaxelis Letter of Commitment. Upon approval by CASA, Sanofi will add member to the Vaxelis Performance Offer.

Dynavax- Heplisav-B® Participation Terms

Casa Members are eligible and will be automatically enrolled to receive contract pricing on Heplisav-B vaccine from Dynavax, there is NO obligation to purchase Heplisav-B® vaccines from an approved Dynavax distributor once enrolled.

- Best Discount Option: CASA Members are eligible to receive a 2% discount for paying invoices within 60 days and an **additional 1% online discount** for ordering thru VaxServe.com or VaccineShoppe.com (CASA preferred distributor). Approved distributors include AndaMEDS, Besse Medical, Henry Schein, and McKesson Medical.

Pfizer- Trumenba® Participation Terms

Members who participate to receive discounts for Trumenba® should demonstrate buying loyalty by purchasing Trumenba® doses in lieu of equivalent vaccines from any other vendors.

- Members may order Trumenba® directly from Pfizer.
- Members are eligible to receive a discount of 2% for prompt payment of Pfizer invoices within 75 days.

Pfizer- Prevnar 13® and Prevnar 20™ Participation Terms

- Participation to receive discounts on Prevnar 13 and 20 should demonstrate buying loyalty by purchasing those vaccines in lieu of equivalent vaccines from any other vendor.
- Members who participate may order directly from Pfizer.
- Members are eligible to receive a 2% discount for prompt payment of Pfizer invoices within 75 days.

AstraZeneca Pharmaceuticals LP, FluMist® Quadrivalent Influenza Vaccine Live, Intranasal

To participate: Complete the included [AstraZeneca Group Purchasing Declaration Form](#) and return to CASA for processing via fax or email. You will be notified once you have been added to the CASA membership for AstraZeneca.

The completion of CASA Physicians Alliance Program Participation Agreement is **NOT a binding** contract, but an agreement to adhere to compliance requirements described.

- There are no fees to join, participation is **FREE**.
- Participating members may discontinue participation at any time by notifying CASA Physicians Alliance and we will notify our participating vendors on your behalf.

CASA contract pricing should remain confidential for your personal review only.

Please review the included CASA Physicians Alliance Program Terms and Conditions.

CASA PHYSICIANS ALLIANCE PARTICIPATION AGREEMENT

I desire to participate in the CASA Physicians Alliance purchasing group. I understand, accept, and agree to the terms and conditions attached to and incorporated by reference in this Participation Agreement. Check the box(es) indicating desired participation below.

Sanofi Pasteur Acct# _____
Merck DEA/HIN# _____
Pfizer Vaccines Acct#/DEA#/HIN _____
AstraZeneca Complete and Return Included Declaration Form

All information requested below is required for membership. If you do not have a fax number, please put N/A on that line.

| | | |
|----------------------------------|---------------------------------------|-------------------|
| _____ Practice Name | _____ Address | |
| _____ City | _____ State | _____ Zip Code |
| _____ Phone Number | _____ Fax Number | |
| _____ Office Contact | _____ Office Contact Email Address | |
| _____ Provider's Printed Name | _____ DEA and/or HIN number | |
| _____ Provider's Signature | _____ Date | |

*Please email completed form to info@casaalliance.net or
fax to 866-243-9904*

You will be contacted upon receipt of the agreement.

Please attach IRS Form W-9 if you would like to participate in our Incentive Rewards Program.

Please contact us if you have any questions or would like more information about CASA Physicians Alliance, we will welcome the opportunity to discuss the benefits of becoming a CASA member.

Terms and Conditions

Description of Service

Group purchasing programs are and will be established and subsequently communicated to CASA Physicians Alliance members allowing them to purchase directly or indirectly from defined third-party vendors which provide eligible CASA members discounts on specific products and/or services. Utilization of each vendor program by the participant is free of charge and voluntary.

Authority

Participants agree that CASA Physicians Alliance will, on your behalf, negotiate purchasing programs with designated vendors that provide specific discounts to them. Participant agrees that each third-party vendor has the exclusive right to approve or disapprove them as a CASA Member to receive specific discounts. CASA Physicians Alliance does not guarantee that any individual vendor will accept them to participate in any discount buying program offered through CASA Physicians Alliance. CASA will provide the Participant prompt notification of any denied approval by an individual vendor partner to receive discounts that have been requested.

Purpose

CASA Physicians Alliance limits its purpose on behalf of our members to the negotiation of discount program agreements with each vendor partner with which it engages. CASA Physicians Alliance extends membership and the benefits thereof only to Participants that demonstrate eligibility by showing purchasing loyalty as outlined in the Participation Agreement to the vendor partners with whom they have requested to receive purchasing discounts from. CASA agrees to monitor member compliance with the Participation Agreement and determine member eligibility utilizing member purchasing history provided to us by each individual vendor partner. CASA reserves the right to terminate membership to any participant without cause, or with cause due to non-compliance with Participation Agreement.

Eligibility

Member Participants are eligible to receive CASA Member discounts only from the Vaccine Vendor Partners that they have asked to receive discounts from and have been subsequently approved to receive those discounts. Participant Eligibility will be reviewed monthly by CASA Physicians Alliance and determination made as to whether the Participant eligibility will continue or will be terminated. If terminated, notification will be provided to the respective Vaccine Vendor Partner of termination. CASA makes no guarantees that any vendor partner will accept and approve any individual participant to receive CASA member discounts. In some instances, where there are no market share requirements, members will be responsible with any terms and conditions associated with the participation agreement.

Confidentiality

Eligible Participating Members understand and agree that any pricing, benefits, terms, and conditions contained in or being a part of materials provided to the member by CASA and or any of CASA's third-party vendor partners is to be held by the member in a confidential manner and is not disclosed to any outside person or party.

Vendor Agreements

CASA Physicians Alliance makes reasonable efforts to negotiate agreements with third-party vendors with the goal of obtaining favorable terms, conditions, and provisions for eligible members. CASA will notify participating eligible members of terms, conditions, provisions, pricing, discounts and product availability as changes and updates become available in a reasonable time frame to our eligible members via US Mail and/or electronic mail.

Own Use

Eligible members will acknowledge via their Participation Agreements with CASA that all Covered Products purchased under this Agreement are sold to Eligible Members for their “Own Use” and no Covered Products purchased here under may be commercially resold to any other entity or person.

Member Reporting Responsibilities- If Applicable

Eligible CASA Members must report if required to do so, the net effective price of vaccines discounted under this agreement with CASA to the US Department of Health and Human Services, Medicare Part D PDP and MA-PD Plans enrollees and other individuals to the extent required under applicable federal or state law. Without limitation of the foregoing, all discounts paid by Merck under this Agreement, and any other information that must be disclosed under applicable law, shall be disclosed to the Centers for Medicare and Medicaid Services (“CMS”) in accordance with (i) CMS guidance (as it may be revised), (ii) any disclosure requirements in CASA and its Eligible Clinic’s contracts with Medicare Part D plans or other third parties; and (iii) any other disclosures or reporting obligations or requirements imposed by federal or state laws, regulations or guidelines. Confidential treatment shall be requested for any disclosures made to CMS and Medicare Part D Plan D to extent permitted by law.

Member Purchasing Activities

Participant understands and agrees that CASA may solicit, receive, and maintain data concerning the member’s purchasing activities, including summary sales data directly from the Participant, and/or from suppliers and third-party vendors. Information may be used to determine member compliance and purchasing habits. Participant agrees to give CASA permission to receive this information directly from suppliers and third-party vendors that include, but are not limited to Sanofi Pasteur, Merck, Pfizer, VaxServe, AstraZeneca Dynavax. Participant understands and agrees that any disputes that arise between the Participant and any third-party vendor associated with this agreement that include, but not limited to invoices, payments, warranties, product returns, claims or product effectiveness will be resolved directly between the Participant and the applicable third-party vendor.

Costs and Administrative Fees

Participant acknowledges that CASA charges administrative fees to third-party vendors that furnish goods and services under the program-to-program participants. These administrative fees are fixed at three percent or less of the purchase price of goods or services covered by the individual third-party vendor agreements between CASA and the third-party vendors. CASA retains these fees to cover its costs and the Participant is not entitled to any portion of these administrative fees unless otherwise agreed to by CASA.

Safe Harbor Compliance

CASA and Participants intend to comply with the requirements of the group purchasing organization safe harbor and discount safe harbor to the federal Anti-Kickback Statute (42 C.F.R. § (J)) as it relates to conducting business under the Participation Agreement. Participants agree to follow record keeping and reporting requirements by the Local, State and Federal Government as it pertains to vaccine purchases and utilization.

Termination

CASA and Participants AGREE that either party may terminate the Participation Agreement with or without cause, by providing the other party with written notice via U.S. Mail or Electronic Mail.

Participation Effective Date

The effective date for Participation in any of the discount programs offered by CASA is the Effective date that each individual third-party vendor accepts and approves the Participant to receive their respective CASA member discounts.