

CASA PHYSICIANS ALLIANCE PARTICIPATION AGREEMENT

Sanofi Pasteur Participation Terms

The following vaccines listed are **Core Products** to the performance of the 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 schedule.

PERTUSSIS – (Pentacel, Daptacel)

HIB (ActHib, Pentacel)

IPV - IPOL

Tdap - Adacel

MCV4 - Menactra

- CASA Members can receive a discount of 2% for paying invoices within 90 days, and an additional 1% online discount for using VaccineShoppe.com
- Special Sanofi promotions and discounts are in addition to CASA discounts on all eligible vaccines.
- Utilizing the Sanofi Pasteur VaxMax® program, CASA members will receive significant additional savings. (Contact your Sanofi Pasteur Vaccine Specialist for more details.)

Merck Participation Terms

The following vaccines listed are **Core Products** to the performance of the CASA Physicians Alliance Contract with Merck and should be purchased through Merck or one of the Prime Distributors approved by Merck in lieu of equivalent vaccines from any other vendors. **Core Products** and other vaccine products available with Merck participation are itemized on the enclosed CASA/Merck pricing schedule.

VAQTA – (Hep A pediatric/adolescent formulation)

RECOMBIVAX HB – (Hep B pediatric/adolescent formulation)

RotaTeq

VAQTA – (Hep A adult formulation)

RECOMBIVAX – (Adult Hep B formulation)

****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 can receive a discount of 2% for paying invoices within 90 days, and an additional 1% online discount for ordering thru VaxServe.com or VaccineShoppe.com. (CASA preferred Prime Distributor)
- Additionally, members have the option of ordering Merck vaccines “directly” from the manufacturer or purchasing them “indirectly” from a Prime Distributor.
- Special Merck promotions and discounts are in addition to CASA discounts on all eligible vaccines.
- It is important, when ordering through a Prime Distributor, that prior to placing the order that you confirm that it is currently authorized by Merck and that you are properly set up in their system to receive CASA contract pricing.
- Other Merck Prime Distributors are listed at: www.merckvaccines.com

Pfizer - Trumenba® Participation Terms

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

- Members must order Trumenba® directly from Pfizer.
- Members can receive a discount of 2% for paying invoices within 75 days.

CASA PHYSICIANS ALLIANCE PARTICIPATION AGREEMENT

The completion of the CASA Physicians Alliance Program Participation Agreement is not a binding contract but an agreement to comply with member compliance requirements described.

- > There are no fees to join, participation is free.
- > Participating members may discontinue participation at any time by notifying CASA who will in turn notify our participating vendors of your decision.

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

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

Account Set Up For -Sanofi -Merck -Pfizer

Sanofi - Go to: www.vaccineshoppe.com to apply for a Sanofi account or call **1-800-822-2463**.

Merck (Indirect) CASA Preferred Prime Distributor - Go to www.vaxserve.com to set up a VaxServe account or use your Sanofi account number to shop thru www.vaccineshoppe.com for your Merck vaccines AND Sanofi vaccines. CASA members receive an additional 1% online discount when using www.vaxserve.com or www.vaccineshoppe.com for their Merck AND Sanofi vaccines.

Merck (Indirect) – Other Merck Prime Distributors can be found by visiting www.merckvaccines.com

Merck (Direct) - Go to www.merckvaccines.com to apply for a direct purchase account or call **1-800-637-2590**.

Important Merck account note:

- > *CASA members for Merck must check the Merck box on the CASA Participation Agreement.*
- > *Provide a Merck direct purchase account number if ordering vaccines directly from Merck.*
- > *Provide DEA number if choosing to shop indirectly utilizing a Merck Prime Distributor.*

Pfizer – Go to www.pfizerprime.com to apply for a Pfizer account or call **1-800-666-7248**.

Please contact us if you have any questions or would like more information about our physician's alliance, we would welcome the opportunity to discuss the benefits of becoming a CASA member.

Sincerely,



Joseph D. Dixon,
President CASA Physicians Alliance

CASA PHYSICIANS ALLIANCE PARTICIPATION AGREEMENT

I desire to participate in the CASA Physicians Alliance Group 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.

I understand that my clinic must be enrolled in *both* the Sanofi Pasteur and Merck programs to qualify for the CASA Incentives Reward Program which provides performance rewards in addition to other program discounts.

Sanofi Pasteur

Sanofi Account Number
(Required for Participation)

Pfizer

Pfizer Account Number
(Required for Participation)

Merck

Acct.#

Merck Direct Account Number (Required for participation to purchase *directly* from Merck thru Merck vaccines.com or by calling Merck at: 1-800-637-2590)

DEA:

DEA Number (Required for participation to purchase Merck vaccines *indirectly* thru a Prime Distributor listed on merckvaccines.com. (a Merck direct account is not necessary if purchasing indirectly)

Important Note: CASA members receive an additional 1% online discount and 2% prompt payment discount in addition to CASA pricing when ordering Sanofi Pasteur AND/OR Merck vaccines online thru VaccineShopper.com or VaxServe.com. (CASA Preferred Prime Distributor)

Practice Name

Number of Physicians NP's PA's Specialty

Address

City State Zip Code

(Area Code) Phone Number

(Area Code) Fax Number

Contact Person

Email Address

Doctor's Printed Name

DEA Number (Required)

Doctor's Signature

Date

**Please Fax completed form to: 866-243-9904 OR scan and email to: info@casaalliance.net
We will contact you to confirm receipt of agreement.**

Also, please attach IRS FORM W-9 if you would like to participate in our Incentive Rewards Rebate Program.

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 that 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

Participant agrees that CASA Physicians Alliance will on their 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 their 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 the 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 , and have been subsequently approved to receive those discounts from. 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, the Participant will be notified via Certified U.S. Mail of termination and notification will be provided to the respective Vaccine Vendor Partner of the termination. CASA makes no guarantees that any vendor partner will accept and approve any individual participant to receive CASA member discounts.

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 be 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 timeframe to our eligible members via U.S. Mail, and or Electronic Mail.

Own Use

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

Member Purchasing Activities

Participant understands and agrees that CASA may solicit, receive and maintain data concerning the members 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 and Medimmune.

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 be 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 the 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. Casa reserves the right to share a portion of the administrative fees collected with its eligible members under certain terms and conditions. By law, records of administrative fees collected by Casa from each third party vendor will be disclosed at least annually to all Program Participants and, upon request to the Secretary of the United States Department of Health and Human Services.

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. § 1001.952 (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 Participant 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. CASA does not guarantee the acceptance and subsequent approval of any Participant by any third party vendor involved in the program/s.