

Contract Launch Package
PH00123 Branded Pharmaceuticals-
Vaccines

General Information

Contract Effective Date	1/1/2009	Contract Expiration Date	9/30/2017
Contracting Discipline	Pharmacy	Contract Source	Multi-Source
Form Required	Yes		
Alternate Contract Number	PS-278(Legacy Broadlane)		
Class of Trade	340B/DSH Inpatient, 340B/Non-DSH Inpatient, Ambulatory Care Center, Correctional Provider, Home Health Care, Hospital, Long Term Care, Managed Care, Oncology/Cancer Center, Physician Clinic and Office, Surgery Center		

Terms & Conditions

Additional Information

Customer Commitment Form

Members are now required to sign a Customer Commitment Form which acknowledges that by choosing MedAssets, it will only be eligible to purchase products from Sanofi Pasteur Inc. under the contract, which Sanofi Pasteur Inc. has with MedAssets, and will not be eligible to purchase products under any other contract, which Sanofi Pasteur Inc. may have with other buying groups.

A customer is limited to changing its designated buying group once every sixty (60) days.

Vaccine Program
 Eligible Members

Hospital

- General Acute Care Hospital – Provides inpatient services, diagnostic and therapeutic, for a variety of medical conditions, both surgical and non-surgical.
- Rehabilitation and Chronic Disease Hospital – Provides inpatient diagnostic and treatment services to handicapped or disabled individuals requiring restorative and adjustive services.
- Psychiatric Hospital – Provides inpatient diagnostic and treatment services to patients who have psychiatric conditions.

Long Term Care Facilities and Providers (Closed-access Pharmacy)

- Closed Access Pharmacy – On site or off site pharmacy serving patients of a long term care facility defined below. Pharmacy is closed to access by the general public and does not compete with retail class of trade.
- Nursing Home – Provides regular, immediate care for individuals who require assistance in some activities of daily living, but do not require the degree of treatment or care of a skilled nursing unit. (Examples of activities of daily living are: toileting, bathing, eating, getting up from bed, dressing and taking medications.)
- Correctional Facility – Provides regular, intermediate care for patients in a prison population.
- Skilled Nursing Facility - Provides 24-hour medical and nursing care services, therapy and

social services under the supervision of a registered nurse.

- Sub-Acute Facility – Provides skilled nursing care for three or more hours per day for patients needing enteral or parenteral feeding, intravenous therapy, ventilator care and/or respiratory therapy. Subacute care is a level below that of acute care, but above the level of care provided by most long-term care facilities.
- Assisted Living Facility – Provides care for individuals who need assistance in 3 or fewer activities of daily living. Patients take medication independently, but may receive reminders from staff as a part of normal staff-patient interactions.

Ambulatory Care Centers

- Outpatient Center – Provides services to outpatients that may include diagnostic or laboratory testing.
- Surgery Center – Provides scheduled surgical services for patients who do not require an overnight hospital stay.
- Oncology Center – Provides cancer treatment using medication and/or radiation therapy.
- Dialysis Center – Provides outpatient treatment for renal insufficiency.
- Immediate/Urgent Care Center – Provides treatment for immediate situations that do not require the facilities of a trauma center.
- Ambulatory Care Center – Non-acute site that provides primary or specialty care.
- Post Surgical Recovery Center – Provides short term or long term recovery services for patients following a surgical procedure.

Physicians/Clinics

- Physician Medical Group or Physician Clinic – Medical or surgical clinics serving a target population. May be general family practices or specialty clinics. An example is a geriatric clinic that provides services targeted to older adults such as primary geriatric, podiatry and arthritis clinics.
- Physician's Office – Physicians that provide patient care and services in an office or office building.

No Retail or Mail Order

Product Pricing and Terms

The prices are subject to change at any time during the term of this Agreement based upon market conditions and contract performance. MedAssets Supply Chain Systems, Inc. will receive at least thirty (30) days written notice prior to any price changes.

In addition to any changes to prices made pursuant to the preceding paragraph above, Sanofi Pasteur Inc. reserves the right to adjust the prices on Addendum A by product, at any time in the event the total of MedAssets Supply Chain Systems, Inc. Member purchases by product are tracking less than annual estimated quantities listed on Addendum A.

Sanofi Pasteur Inc. reserves the right to limit orders (by NDC) for MedAssets Supply Chain Systems, Inc.'s Members within any given month, to no more than one hundred and fifty percent (150%) of a Member's average monthly purchases and also one hundred and fifty percent (150%) of MedAssets Supply Chain Systems, Inc.'s contract in its entirety, calculated over the previous six months.

MedAssets Supply Chain Systems, Inc. and/or Members shall promptly advise Sanofi Pasteur Inc. of any discrepancies in pricing. Sanofi Pasteur Inc. will process credit adjustment requests due to an

error in pricing, excluding requests based on membership affiliation, upon such notification. Credit adjustments due to membership affiliation will be considered upon written notice to Sanofi Pasteur Inc., and will be limited to the two (2) month period prior to receipt of the written notification.

Sanofi Pasteur Inc. reserves the right to deny credit adjustments based upon incomplete and/or inaccurate documentation.

Sanofi Pasteur Inc. TERMS AND CONDITIONS OF SALE - 2009

Claims for Loss or Damage in Shipments

Claims for loss, shortage, breakage, leakage or other damage occurring in transit must be submitted to sanofi pasteur at its headquarters within 10 days from date of invoice, for replacement or credit of affected product(s), which includes but is not limited to vaccines, in accordance with the Merchandise for Return section. The sole and exclusive remedy of Customer is sanofi pasteur credit or replacement, as applicable, of affected product(s); Customer agrees that no other remedy (including, but not limited to, incidental, consequential, or other damages of any kind) shall be available. Loss, shortage, breakage, leakage or other damage claims must also be accompanied by freight bill with notation by the common carrier of the loss, shortage, breakage or damage, or accompanied by the carrier's concealed loss or damage report where the loss is of a concealed nature. Where loss, shortage, breakage, leakage or other damage has occurred in transit, Customer agrees to cooperate fully with sanofi pasteur in sanofi pasteur's effort to establish a claim against the transportation company. Claims submitted without appropriate documentation will be denied.

Correspondence

All communication relative to order fulfillment should be directed to Customer's sanofi pasteur Representative, or log on to www.vaccineshoppe.com at any time, or call Customer Account Management, toll-free at 1-800-VACCINE (1-800-822-2463), Monday through Friday, between 8 AM and 6:30 PM Eastern Time.

Customer Claims

All claims involving discounts, pricing, credits, returns or accounts receivable issues must be reported to sanofi pasteur's headquarters within one year of the date of invoice for the purchase in question. Inappropriate deductions taken from Customer payments, including but not limited to those made after this deadline, will be reflected against the account and could jeopardize future shipments on open terms. (Claims concerning chargebacks or for loss, shortage, leakage, breakage or other damage occurring in transit are covered elsewhere in these Terms and Conditions and are excluded from this provision.)

Customer Reports

Customer shall comply with all applicable federal and state laws, rules, and regulations. As part of the cost reporting process or otherwise, Customer may be obligated to report and provide information concerning any discounts or rebates provided by sanofi pasteur pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(1), other federal or state laws, or agreements with third party payers.

Contract Customers

In the event that Customer has entered into a written contract with sanofi pasteur, and in the event any of the Terms and Conditions set forth herein conflict with those contained in such contract, the

Terms and Conditions of the contract shall prevail.

Dated Products

All of the products listed in the sanofi pasteur Catalog or supplemental price lists carry an expiration date. Products are not to be used after the expiration date printed on the product label.

Force Majeure

Sanofi pasteur shall not be liable for delays in shipment, reductions of shipment amounts or default in delivery for any cause beyond its reasonable control including, but not limited to (a) an actual or potential national shortage of any product(s), (b) actions by federal, state or local governmental agencies, units, bodies or officials relating to an actual or potential national shortage of any product(s), including but not limited to orders, guidelines, recommendations or requests to limit, alter or change product sales or distribution or to limit the persons who should be vaccinated; (c) government action (to the extent such action is not covered by the preceding subparagraph), public health emergencies, influenza pandemic, war, riots, civil commotion, embargoes, acts of terrorism or martial laws, (d) sanofi pasteur's inability to obtain necessary materials from its usual sources of supply, (e) shortage of labor, raw material, production or transportation facilities or other delays in transit, (f) labor difficulty involving employees of sanofi pasteur or others, (g) fire, flood or other casualty, or (h) other contingencies of manufacture or shipment. In the event of any delay in sanofi pasteur's performance due in whole or in part to any cause beyond its reasonable control, sanofi pasteur shall have such additional time for performance as may be reasonably necessary under the circumstances. If by reason of any such force majeure event, the quantities of any product(s), or any other materials used in the production thereof, reasonably available to sanofi pasteur shall be less than its total needs to fulfill orders or reservations for product(s), sanofi pasteur may allocate its available supply of any such product(s) among its existing or prospective buyers and/or its affiliates in such manner as sanofi pasteur deems proper, without thereby incurring liability for failure to perform under any applicable agreement.

Formulae

The formulae shown in the sanofi pasteur Catalog are those in use at the time of publication. The right is reserved to make changes without notice whenever advances in medical science or therapeutic knowledge justify such action. Such changes and those made necessary by revisions of the U.S.P./N.F. standards make it necessary that Customers be cautioned to rely upon the label statements appearing upon the package rather than the sanofi pasteur Catalog Information.

Limitation of Remedies

Sanofi pasteur shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling or use of the goods, or from any other cause with respect to the product(s) or this agreement, whether such claim is based upon breach of contract, breach of warranty, negligence, strict liability in tort, negligence or any other legal theory.

Merchandise for Return (See Return Goods section)

Orders

- To order or learn more about special offers, please contact a sanofi pasteur Representative, log on to www.vaccineshoppe.com* at any time, or call Customer Account Management, toll-free, at 1-800-VACCINE (1-800-822-2463), Monday through Friday, between 8 AM and 6:30 PM Eastern Time.
- Title to merchandise sold will pass to Customer upon delivery at Customer's

destination. All shipments are made by common carrier, and will incur a \$25 service fee for orders under \$1,500 (in addition to charges related to specially requested overnight shipments). Should Customer have a question regarding Customer shipment, please contact a sanofi pasteur Representative or call Customer Account Management at sanofi pasteur's corporate headquarters, toll-free at 1-800-VACCINE (1-800-822-2463), Monday through Friday, between 8 AM and 6:30 PM Eastern Time.

- If Customer orders within one month for any individual product(s) are in excess of 150% of the Customer's average monthly purchases calculated over the previous six (6) months, then sanofi pasteur reserves the right to reduce, defer, backorder, or not accept such orders.

- If Customer does not have an established ordering pattern of monthly purchases for individual product(s), then sanofi pasteur reserves the right to evaluate the purchase and establish a maximum quantity that will be supplied.

- All orders are subject to acceptance by sanofi pasteur at its corporate headquarters.

- Entire Agreement. Acceptance of orders, whether oral or written, is based on the express condition that Customer agrees to all of the Terms and Conditions contained herein.

Acceptance of delivery by Customer will constitute Buyer's assent to these Terms and Conditions. These Terms and Conditions, together with any terms on the face side hereof [or in any document executed simultaneously by sanofi pasteur and Customer], represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying or otherwise changing the provisions stated herein, including by custom, usage of trade or course of dealing or performance, shall be binding upon sanofi pasteur unless made in writing and signed and approved by an officer of sanofi pasteur. No modification of any of these terms will be effected by sanofi pasteur's shipment of product(s) following receipt of Customer's purchase order, shipping request or similar forms containing printed Terms and Conditions conflicting or inconsistent with the terms herein.

Guaranty (see Warranty section)

Payment Terms

- Invoices should be paid in full within 30 days (or at contract terms, if applicable) of the invoice date. Sanofi pasteur reserves the right to charge a fee of the lesser of 1.5% per month or the maximum permissible rate if payment is not received within terms. Excise tax is not subject to any discounts. Payment may be sent to the remittance address indicated on the invoice. Payment by check is recognized when received at the lock-box address indicated on the invoice. MasterCard®, VISA® and American Express® are accepted as payment for purchases. All accounts shall be paid in United States Dollars.

- Arrangements for establishing payment via Electronic Fund Transfer may be made by contacting Credit Services at 1-800-VACCINE (1-800-822-2463).

- Regardless of sanofi pasteur's terms offered above, if the cash discount due date falls on a Saturday, Sunday or a bank holiday, the discount is considered earned if payment is received no later than the next banking day.

- Customer shall be responsible for paying all applicable Federal, state and local taxes and excises in effect at the time product is shipped by sanofi pasteur.

Prices

- Orders will be invoiced at prices in effect at the time that sanofi pasteur accepts the order, unless a sanofi pasteur program states otherwise.

- All prices are subject to change without notice.

- Please address all requests for price quotations to a sanofi pasteur Representative or call

Customer Account Management at 1-800-VACCINE (1-800-822-2463).

Storage and Handling

Customers taking physical possession of sanofi pasteur product(s) are fully responsible for complying with all applicable federal, state, and local laws and regulations relating to the storage, handling and distribution of such products.

* The purchase of any product(s) that are not manufactured or distributed by sanofi pasteur shall be governed by the then current VaxServe, Inc. Terms and Conditions of Sale, which are available upon request or may be found at www.vaxserve.com.

Return and Recycle Program

You can now send back the vaccine containers for recycling.

This important program can help preserve the environment and contribute to the global community. Together, we can help protect our patients and our environment by reducing plastic waste. To do our part, we have provided you with environmentally safe vaccine containers. Our vaccine containers are made of expanded polystyrene (EPS), which has many benefits not only for our products, but especially for the environment. EPS is environmentally safe for landfills and 100% recyclable. EPS is a lightweight, rigid foam insulation material produced from solid beads of styrene. Unlike other materials, such as paper, EPS does not degrade and will not leach any substances into groundwater, nor will it form harmful gases in the ozone, such as methane gas.

To participate in the Return and Recycle Program, simply empty the vaccine container, seal the container with the provided tape, attach the pre-paid shipping label, and contact a FedEx® carrier for pickup.

We ask that you join us in our growing environmental efforts and consider participating in the Return and Recycle Program. This program is a truly rewarding endeavor, as you will experience the satisfaction of knowing you are helping preserve the environment.

Federal Vaccine Excise Taxes

Brand	NDC	Pkg Size	Type	Fed Tax
ACTHIB	49281-0545-05	5	VIAL	3.75
ADACEL	49281-0400-10	10	DOSE	22.50
ADACEL	49281-0400-15	5	DOSE	11.25
DAPTACEL	49281-0286-10	10	VIAL	22.50
DECAVAC	49281-0291-10	10	SYRINGE	15.00
DECAVAC	49281-0291-83	10	VIAL	15.00

DT PED	49281-0278-10	1	VIAL	15.00
FLUZONE	49281-0006-50	10	SYRINGE	7.50
FLUZONE	49281-0600-10	10	VIAL	7.50
FLUZONE	49281-0378-15	1	VIAL	7.50
FLUZONE PED	49281-0006-25	10	SYRINGE	7.50
IMOGAM RABIES HT	49281-0190-10	1	VIAL	0.00
IMOGAM RABIES HT	49281-0190-20	1	VIAL	0.00
IMOVAX RABIES	49281-0250-51	1	VIAL	0.00
IPOL	49281-0860-10	1	VIAL	7.50
IPOL	49281-0860-55	10	SYRINGE	7.50
JE-VAX	49281-0680-30	3	VIAL	0.00
MENACTRA	49281-0589-05	5	VIAL	3.75
MENOMUNE A/C/Y/W-135	49281-0489-01	1	VIAL	0.75
PENTACEL	49281-0510-05	5	VIAL	18.75
TETANUS TOXOID AD	49281-0820-10	10	VIAL	7.50
THERACYS	49281-0880-01	1	VIAL	0.00
TRIHIBIT	49281-0597-05	1	VIAL	15.00
TRIPEDIA	49281-0298-10	10	VIAL	22.50
TUBERSOL	49281-0752-21	1	VIAL	0.00
TUBERSOL 50 TEST	49281-0752-22	1	VIAL	0.00
TYPHIM VI	49281-1790-51	1	VIAL	0.00
TYPHIM VI	49281-1790-20	1	VIAL	0.00
YELLOW FEVER VACCINE	49281-0915-01	5	VIAL	0.00
YELLOW FEVER VACCINE	49281-0915-05	1	VIAL	0.00

Federal Excise tax subject to change.

Discount Schedule

For more information, please see "Discount Schedule" under the documents section.

Order Placement Instructions

Wholesaler or Sanofi Pasteur
Customer Service: 800-822-2463

Minimum Order Requirements

None

Warranty

WARRANTY

Sanofi pasteur guarantees that any product(s) comprising any shipment or other delivery made by sanofi pasteur shall not be, at the time of such shipment or delivery, adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, as amended and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or local law in which the definitions of adulteration or misbranding are substantially the same as those contained in the Act; and such merchandise is not, at the time of such shipment or delivery, merchandise which may not be introduced into interstate commerce under the provisions of sections 404 or 505 of the Act; and such merchandise is merchandise which may be legally transported or sold under the provisions of any other applicable federal, state or local laws, rules or regulations. Notwithstanding the foregoing, no guarantee is made with respect to merchandise which becomes adulterated or misbranded within the meaning of the Act by reason of causes beyond the control of sanofi pasteur.

THE WARRANTIES DESCRIBED IN THIS SECTION AND IN SANOFI PASTEUR'S TERMS AND CONDITIONS OF SALE FOR PRODUCTS ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SANOFI PASTEUR REGARDING PRODUCTS SOLD HEREUNDER. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

Returned Goods

Merchandise for Return

All returns must comply with federal and state laws and regulations. With the exception of the products listed below, sanofi pasteur offers 100% credit (credit based on the invoice purchase price) upon expiration on all listed sanofi pasteur product(s) purchased directly from sanofi pasteur that are unopened, complete packages returned within one year after the expiration date. All outdated product(s) must be shipped prepaid to sanofi pasteur at Capital Returns, 6101 N. 64th Street, Milwaukee, WI 53218. Collect shipments will not be accepted. Please include Customer name, address and account number inside the return package. Please contact Customer Account Management for instructions on returning product due to physical defect or for purchases not made directly from sanofi pasteur. All product(s) manufactured by sanofi pasteur and returned to sanofi pasteur at Capital Returns will be destroyed. If Customer has any questions regarding the Return Goods Policy, please contact Customer Account Management at sanofi pasteur's headquarters at 1-800-VACCINE (1-800-822-2463).

The Return Goods Policy is subject to change without prior notification, and does not provide any return rights for:

- Any of the Fluzone®, Influenza Virus Vaccines;
- Imogam® Rabies-HT RIG;
- Menactra® Vaccine;
- Japanese Encephalitis (JE-VAX); and
- Menomune®-A/C/Y/W-135 Vaccine.

Direct purchases of non-returnable product(s) may be returned within one year of expiration for Federal Excise Tax credit, if applicable.

Sanofi pasteur reserves the right to designate additional specific products or product configurations as not returnable for exchange or credit.

Further, sanofi pasteur shall not be responsible for, and shall not accept returns of, product(s) adversely affected by force majeure conditions, including but not limited to power outages, flood or other utility or weather related occurrences.

Product(s) not purchased directly from sanofi pasteur should be returned to the site of purchase under their terms of sales. Indirectly purchased product(s) can be returned to sanofi pasteur upon expiration for destruction only.

Sanofi pasteur Representatives are not permitted to deliver or pick up product(s) from Customer for return. They are willing to offer information about the return policy; however, the ultimate decision and the responsibility for selecting the items and making the return rest with the Customer.

Sanofi pasteur product(s) supplied through the federal Vaccines for Children program or any other government program contract where product(s) are purchased under special conditions will not be exchanged or replaced for any reason. Sanofi pasteur will continue to accept these product(s) for proper disposal.

For product(s) not manufactured by sanofi pasteur, product(s) will be accepted for return according to the manufacturer's policy.

Products & Pricing

Product Line A - All Other Products

Tier Number	Description
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- | | |
|---|--|
| 1 | Tier 1: Access Base Pricing (LOD Required) |
| 2 | Tier 2: 90% Market Share (LOC Required) |

Product Line B - Fluzone

Tier Number	Description
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- | | |
|---|---|
| 1 | Tier 1: Access Base Pricing (LOC Required) |
| 2 | Tier 2: 90% Market Share required on other Sanofi Pasteur vaccines (Performance Program) (LOD Required) |

Payment Terms

Net 91 Days / 2.00 % Discount if received within 90 days of Invoice Date

Freight

FOB Point

FOB Destination

Freight Payment Terms	Freight Prepaid and Included
Delivery	Next day and two day delivery
Freight	Freight Prepaid and Included FOB: Destination

Contact Information

MedAssets Contact Please contact your client representative.

Supplier Representatives

Contract Administrator
Mackenzie Fetterman
mackenzie.fetterman@sanofipasteur.com
570-957-3381

National Account Manager
Mike Mazutis
mike.mazutis@sanofipasteur.com
952-221-5181

Contract Mmbrshp Administrator
Kay Bond
kay.bond@sanofipasteur.com
570-957-2805