



ARROWHEAD REGIONAL MEDICAL CENTER 2024-2025 INFLUENZA VACCINE PURCHASE AGREEMENT BETWEEN ARROWHEAD REGIONAL MEDICAL CENTER AND SANOFI PASTEUR INC. ("SANOFI")

Group Name:	San Bernardino County on behalf Arrowhead Regional Medical Center (hereinafter "Arrowhead Regional Medical Center")
Address:	400 North Pepper Ave
	Colton, CA 92324
Primary Contact & Title:	Theodoric Moy-Director of Pharmacy
Email of Primary Contact:	MoyTh@armc.sbcounty.gov
Group Purchasing Organization:	Vizient

Influenza Vaccine Purchase Agreement for Arrowhead Regional Medical Center

Arrowhead Regional Medical Center is defined to include any office locations ("Practice Locations"), through which **Arrowhead Regional Medical Center** carries out professional services. Practice Locations are listed in Exhibit B. References to **Arrowhead Regional Medical Center** include its Practice Locations. **Arrowhead Regional Medical Center**, inclusive of its Practice Locations, is considered a single legal entity under this Agreement, and a single "buyer" for purposes of the Anti-Kickback Statute discount exception, 42 U.S.C. § 1320a-7b(b)(3)(A), and safe harbor, 42 C.F.R. § 1001.952(h).

According to its immunization protocol, **Arrowhead Regional Medical Center**, a Member of **Vizient** (for itself and, as applicable, its participating Practice Locations) commits to the terms and conditions set forth below: To the extent of any inconsistencies between this Influenza Vaccine Purchase Agreement and the terms of the Supplier Agreement ("GPO Agreement") between Vizient and Sanofi Pasteur Inc., the terms of the GPO Agreement shall control:

Influenza Vaccine Terms:

- 1) **Arrowhead Regional Medical Center** must sign and date the Agreement by May 7, 2024 and return it by May 20, 2024, in order to be eligible for the pricing and shipping terms presented below.
- 2) Contract pricing, products, payment terms and shipping commitment timelines are indicated below in Exhibit A (as modified by Exhibit C) for the 2024-2025 influenza season. Terms are valid for requests placed by **Arrowhead Regional Medical Center** for the 2024-2025 formula vaccines only. Shipping commitment timelines and percentages of total confirmed influenza vaccine reservation will be based only on confirmed reservations as of May 7, 2024.

Arrowhead Regional Medical Center may earn a rebate as shown in Exhibit A and Exhibit A.1 provided **Arrowhead Regional Medical Center** achieves the market share and prior year volume as defined in Exhibit A and Exhibit A.1. If Option 3 is selected Sanofi will notify **Arrowhead Regional Medical Center** upon request or signature no earlier than January 12, 2024, of the Prior Year Volume dose numbers shipped to **Arrowhead Regional Medical Center's** Practice Locations in the previous influenza season as of December 31, 2023. Influenza vaccine doses purchased as of December 31, 2024 may count towards performance benchmarks. The rebate percentage will apply towards total invoiced dollar purchases, exclusive of excise tax and returns for influenza vaccine purchases made by December 31, 2024. Sanofi's commitment to reserve and/or ship doses is expressly conditioned upon there being adequate nationwide supplies of influenza vaccine and the Centers for Disease Control and Prevention (CDC) not having implemented preferential immunization or taken other steps impacting the distribution of vaccine supplies. Any rebates for influenza vaccine earned in the current influenza season shall be paid by Sanofi on or before May 31, 2025.

- 3) **Arrowhead Regional Medical Center** shall purchase influenza vaccine products hereunder from Sanofi on a direct purchase basis only. Any Fluzone® or Flublok® influenza vaccine orders placed through a wholesaler or distributor will not be credited to **Arrowhead Regional Medical Center's** contract.



- 4) If Sanofi does not meet the Shipping Commitments set forth in Exhibit A, and a Practice Location purchases a competitor's injectable influenza vaccine at a price greater than the Contract Price set forth in Exhibit A, then Sanofi will issue a credit of \$1.00 per dose of competitor's injectable influenza vaccine purchased, up to the number of influenza vaccine committed doses not meeting the Shipping Commitments. This credit shall be the sole and exclusive remedy to **Arrowhead Regional Medical Center** for any failure of Sanofi to meet the Shipping Commitments. The credit issued may only be applied to a future purchase by the Practice Location of Sanofi influenza products. Any such future purchases must be made within ten (10) days of the date(s) committed by Sanofi. All claims for shipping commitment credit, together with appropriate documentation (proof of purchase), must be received by Sanofi, no later than December 1, of each contract year.
- 5) For direct purchases from Sanofi for the 2024-2025 influenza season, **Arrowhead Regional Medical Center** may return a limited number of unused and expired doses for credit as follows:
- Up to fifteen (15) percent of each presentation of influenza vaccine shipped to **Arrowhead Regional Medical Center** during the 2024-2025 influenza season may be returned for full credit.
 - Sanofi will accept. expired influenza vaccine returns beginning May 1 of each contract year, and must be returned by July 31, of the following contract year. Returns received outside of this window will not be accepted.
 - Credit can be applied to any future direct purchases of Sanofi vaccines.

Additional Terms:

- 6) The term of this Agreement is eight (8) months, beginning May 7, 2024 and ending December 31, 2024.
- 7) **Arrowhead Regional Medical Center** shall (1) provide Sanofi with a complete list of Practice Locations participating in this Agreement, and (2) promptly advise Sanofi of any changes, additions or deletions to the list as they occur. All such information must be submitted via email in the electronic format indicated in Exhibit B. Sanofi will process any changes, additions and deletions relating to Exhibit B within forty-five (45) days of receipt. Sanofi reserves the right to exclude certain proposed Practice Locations from coverage due to retail class of trade or currently accessing another flu contract under this Agreement. In such event, Sanofi agrees to provide thirty (30) days' written notice to **Arrowhead Regional Medical Center** and work with **Arrowhead Regional Medical Center** during said period to resolve any issues.
- 8) Either **Arrowhead Regional Medical Center** or Sanofi shall have the right to cancel this Agreement upon thirty (30) days written notice. Any benefit earned through the date of cancellation will be issued as specified by the Agreement.
- 9) **Arrowhead Regional Medical Center** shall promptly advise Sanofi of any discrepancies in pricing. Credit Adjustment requests due to an error in pricing will be considered upon written notice to Sanofi and will be limited to the six (6) month period. Sanofi reserves the right to deny credit adjustments.
- 10) Pursuant to Contract #RX80240, and in consideration of **Arrowhead Regional Medical Center's** designated group purchasing organization, **Vizient**, providing various administrative services, Sanofi shall pay an Administrative Fee to **Vizient**.
- 11) **Arrowhead Regional Medical Center** represents and warrants that (1) Products sold to **Arrowhead Regional Medical Center** under this Agreement shall be dispensed to patients, physicians and/or employees of **Arrowhead Regional Medical Center** and (2) **Arrowhead Regional Medical Center** is operating in each instance, both on the effective date of this Agreement and on the date Products are dispensed, either as:
- (i) the exclusive provider of the Products to patients, physicians or employees; or
 - (ii) a nonprofit institution, eligible for all purposes under the Nonprofit Institutions Act, 15 U.S.C. § 13c, for which purchases of the Products are made for **Arrowhead Regional Medical Center's** "own use"; or
 - (iii) a for-profit organization, for which purchases of said product are made for **Arrowhead Regional Medical Center** "own use."
- 12) **Arrowhead Regional Medical Center** further represents and warrants that it:
- a. Will store and handle all Products as described in each Product's approved labeling.
 - b. Will inspect Products upon receipt, immediately notify Sanofi of any Product that is damaged or unusable, and return such

Product to Sanofi in accordance with Sanofi's General Terms and Conditions of Sale.

- c. Will permit Sanofi or its authorized representatives to examine or replace inventory as mutually agreed upon and shall permit Sanofi or its authorized representatives access to the Practice Locations in order to provide information or service materials.
- d. Will make itself available to meet with representatives from Sanofi once each calendar quarter to review contract compliance and performance.

- 13) **Arrowhead Regional Medical Center** and Sanofi shall maintain the confidentiality of any confidential and/or proprietary information of the other party, including, but not limited to, any confidential pricing, marketing or product information; information on invoices and reports; the existence of a dispute and any information generated pursuant to same; and any other non-public information or documents provided by one party to the other hereunder (collectively "Confidential Information"). Such Confidential Information shall not be disclosed by the receiving party to any third party or used by or for the benefit of such party or any third party, directly or indirectly, except as may be necessary to carry out or enforce this Agreement. Neither party shall use the name of the other party, including any tradename or trademark, in any advertising or promotional materials or in any communication without the prior written consent of such other party; provided, however, that **Arrowhead Regional Medical Center** may reference Sanofi and the Products in product informational communications. The foregoing notwithstanding, these restrictions shall not apply to information: (a) required to be disclosed by law, (b) which the receiving party can show was known to it prior to the disclosure by the other party, (c) which is or becomes public knowledge through no fault of the receiving party, or (d) which is lawfully disclosed to the receiving party by a third party. Such obligation of confidentiality shall survive the termination or expiration of this Agreement.
- 14) With respect to any promotional programs or offers, Sanofi shall have the sole right and responsibility for establishing and modifying the terms and conditions with respect to the sale of the Products, including any terms and conditions relating to or affecting the price at which the Products will be sold, any discounts attributable to payments on receivables, distribution of the Products, credit to be granted or refused, and the like.
- 15) All sales of Product hereunder are subject to Sanofi's Terms and Conditions of Sale in effect at the time of shipment, copies of which are available upon request or at www.vaccineshop.com. In the event of any conflict between those Terms and Conditions and the terms set forth herein, the terms of this Agreement shall control. In the event of any conflict between the Terms and Conditions and the terms in the Vizient GPO Agreement, the terms of the GPO Agreement shall control.
- 16) Neither party may assign or transfer its rights nor obligations under this Agreement without the prior written consent of the other party hereto, provided that, Sanofi may assign this Agreement to any affiliate or to a third party which purchases all, or substantially all, of the assets of the business to which this Agreement relates with written notice to **Arrowhead Regional Medical Center**. Notwithstanding the foregoing, Sanofi Pasteur Inc. may not assign or transfer its rights or obligations under this Agreement to any affiliate or third-party that is or has been convicted of any criminal offense related to health care or is or has been debarred, excluded, or otherwise ineligible for participation in any federal or state government program, including Medicare and Medicaid.
- 17) In addition to any indemnification obligations set forth in the GPO Agreement, Sanofi shall indemnify, defend, and hold harmless **Arrowhead Regional Medical Center** against and in respect of any and all third-party claims, losses, costs, expenses, liabilities, and damages, (including reasonable attorneys' fees) to the extent they are in connection with, arising out of, or based upon (i) any breach by Sanofi of any of its representations, warranties, covenants, or agreements contained in this Agreement; or (ii) an alleged defect in any of the products supplied hereunder, except to the extent that any such claim is caused by **Arrowhead Regional Medical Center's** negligence, recklessness, or willful misconduct, or from breach of any of **Arrowhead Regional Medical Center's** representations, warranties, or certifications. As a condition to Sanofi's indemnification, **Arrowhead Regional Medical Center** shall give Sanofi notice of any claims (including a copy of any such claim served upon **Arrowhead Regional Medical Center**) promptly after such claims are served and shall cooperate with Sanofi and provide all such information to Sanofi as shall be reasonably necessary for the defense (or settlement) of such claims. **Arrowhead Regional Medical Center** agrees to cooperate with Sanofi in all respects with the conduct of the defense of such claims and shall not compromise or otherwise settle any such claims without Sanofi's prior written consent.
- 18) The terms and conditions of the **Vizient** GPO Agreement shall apply to this Agreement. In the event of any conflict between this Agreement and the **Vizient** agreement, the terms of this Agreement shall control.
- 19) Unless otherwise notified in writing to the contrary, any notice or written disclosure required or permitted by the terms hereof to be given any party hereto shall be effectively delivered for all purposes if delivered personally, electronically, or if mailed, upon deposit in the United States mail, postage prepaid, and if directed to **Arrowhead Regional Medical Center** or any of its Practice Locations, properly addressed to **Arrowhead Regional Medical Center** at the address listed in this document on page 1 to the attention of its



"Hospital Director". If directed to Sanofi, properly addressed to: Sanofi, 1 Discovery Drive, Swiftwater, PA 18370, ATTN: Senior Director, Contract Development and Analytics EMAIL:contract.administration@sanofi.com.

- 20) This Agreement and Exhibits A, A.1, B, C, and D, attached hereto, constitute the final written expression of all terms and conditions of the Agreement relating to the transactions described herein. This Agreement and its Exhibits supersede all previous communications, representations, and agreements, promises, or statements, either written or verbally communicated, with respect to such transactions. No addition to or modification of any provision of this Agreement and its Exhibits will be binding unless made in writing and signed by the parties to the agreement or their authorized representatives.
- 21) **Campaign Contribution Disclosures (SB1439).** Sanofi has disclosed to **Arrowhead Regional Medical Center** using Exhibit D, attached hereto, Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the San Bernardino County ("County") Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the 12 months before the date this Agreement was approved by the County Board of Supervisors. Sanofi acknowledges that under Government Code section 84308, Sanofi is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of this Agreement.

In the event of a proposed amendment to this Agreement, Sanofi will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of Sanofi or by a parent, subsidiary or otherwise related business entity of Sanofi.

- 22) This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year so indicated below, with full authorization to do so.

Initial one selected option below:

Option 1 (Initial below)	Option 2 (Initial below)	Option 3 (Initial below)
TM		

Arrowhead Regional Medical Center's initials below indicate that **Arrowhead Regional Medical Center** has opt-in for the Flublok Growth Rebate Program for the 2024-2025 influenza season:

	Flublok Growth Rebate Program (Initial below)
Opt-In to program	

**SAN BERNARDINO COUNTY ON BEHALF OF
ARROWHEAD REGIONAL MEDICAL CENTER**

SANOFI PASTEUR INC.

By: _____

By: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

		Option 1	Option 2	Option 3
Performance & Prior Year Volume Component	Market Share/ Performance Expectation *(Fluzone QIV, Flublok QIV)	80% QIV Market Share	50% QIV Market Share	No Market Share Requirement
		&	&	&
	QIV Prior Year (PY) Volume *(Fluzone QIV, Flublok QIV)	No PY Volume Component	No PY Volume Component	90% PY Volume
		&	&	&
	Market Share/ Performance Expectation (HD QIV, Flublok QIV)	90% QIV Market Share	90% QIV Market Share	No Market Share Requirement
		&	&	&
	HD and/or Flublok Prior Year (PY) Volume	No PY Volume Component	No PY Volume Component	90% PY Volume
Contract Pricing	Fluzone Quadrivalent vaccine 5-ml multidose vial 49281-0641-15	\$160.47	\$160.48	\$161.89
	Fluzone Quadrivalent vaccine 0.5-mL prefilled syringe 49281-0424-50	\$170.10	\$170.12	\$171.65
	Fluzone High-Dose Quadrivalent vaccine 0.7 mL prefilled syringe 49281-0124-65	\$613.47	\$619.60	\$625.73
	Flublok Quadrivalent vaccine 0.5-mL prefilled syringe 49281-0724-10	\$613.47	\$619.60	\$625.73
Rebates	**QIV Rebate	2%	1%	0%
	HD and Flublok Rebate	2%	2%	2%
Shipping Commitments Direct	Fluzone High-Dose Quadrivalent and Flublok Quadrivalent vaccines	August 31 st – 25% of doses shipped September 30 th – 75% of doses shipped October 31 st – 100% of doses shipped	September 30 th – 75% of doses shipped October 31 st – 100% of doses shipped	
	Fluzone Quadrivalent vaccines	August 31 st – 25% of doses shipped September 30 th – 60% of doses shipped October 31 st – 100% of doses shipped	September 30 th – 60% of doses shipped October 31 st – 100% of doses shipped	

* Does not include Fluzone High-Dose Quadrivalent vaccine

** Does not include Fluzone High-Dose Quadrivalent vaccine and Flublok Quadrivalent vaccine

Prices do not include Federal Excise Tax of \$7.50 per unit (\$.75 per dose)

Sanofi payment terms are 2% 90, net 91 days.

Exhibit A.1

Flublok Rebate: When entering into a Health System Agreement with Sanofi, a Vizient Health System may opt in to earn an additional rebate on Flublok purchases for the 2024-2025 influenza season. Two potential rebates are detailed below. Calculations will be based on the total Health System purchases of Flublok and Fluzone High Dose in the 2024-2025 influenza season. A Health System may earn the rebate based on the criteria below, or no rebate if the benchmarks are not met. For clarity, only one rebate will be paid, if earned; a Health System will not qualify for both growth rebates set forth below. Flublok Rebate is measured on purchases between January 1, 2024 and December 31, 2024. If the Flublok Growth Rebate Program is selected Sanofi will notify **Arrowhead Regional Medical Center** upon signature no earlier than January 12, 2024, the Fluzone High Dose prebooked doses numbers as of 07/01/2023.

Flublok Rebate >10%: A Health System and its Practice Locations, in the aggregate, must retain at least 95% Prior Year Volume of Fluzone High Dose prebooked as of 07/01/2023 and Flublok Market Share for 2024-2025 season must represent at least 10% or more of the following: total Flublok doses divided by total Flublok, Flucelvax, Afluria, Fluarix, Flulaval, Fluzone, and Flumist doses. If a Health System meets these two benchmarks, Sanofi will issue a rebate calculated at \$2.00 per dose of total Flublok purchased.

Flublok Rebate >20%: A Health System and its Practice Locations, in the aggregate, must retain at least 95% Prior Year Volume of Fluzone High Dose prebooked as of 07/01/2023 and Flublok Market Share for 2024-2025 season must represent at least 20% or more of the following calculation: total Flublok doses divided by total Flublok, Flucelvax, Afluria, Fluarix, Flulaval, Fluzone, and Flumist doses. If a Health System meets these two benchmarks, Sanofi will issue a rebate calculated at \$5.00 per dose of total Flublok purchased.

		Option 1	Option 2	Option 3
Performance & Prior Year Volume Component	Market Share/ Performance Expectation *(Fluzone QIV, Flublok QIV)	80% QIV Market Share	50% QIV Market Share	No Market Share Requirement
		&	&	&
	QIV Prior Year (PY) Volume *(Fluzone QIV, Flublok QIV)	No PY Volume Component	No PY Volume Component	90% PY Volume
		&	&	&
	Market Share/ Performance Expectation (HD QIV, Flublok QIV)	90% QIV Market Share	90% QIV Market Share	No Market Share Requirement
		&	&	&
	HD and/or Flublok Prior Year (PY) Volume	No PY Volume Component	No PY Volume Component	90% PY Volume
Flublok Growth Rebate Performance Expectations		&	&	&
	HD Prior Year (PY) Volume	95% PY Volume	95% PY Volume	95% PY Volume
		&	&	&
	Flublok QIV Market Share	10% or 20%	10% or 20%	10% or 20%
Health System Rebates	**QIV Rebate	2%	1%	0%
	HD and Flublok Rebate	2%	2%	2%
Flublok Growth Rebate	Flublok MS > 10%	\$2 per dose		
	Flublok MS > 20%	\$5 per dose		

*Does not include Fluzone High-Dose Quadrivalent vaccine

**Does not include Fluzone High-Dose Quadrivalent vaccine and Flublok Quadrivalent vaccine



Exhibit B

Practice Location Information

Required

Sanofi Customer Number: 70006537

HIN: 43FJ7AM00, DEA: [REDACTED], and GLN: n/a

Customer Segment: pediatric, FP, IM, etc.

Name: Arrowhead Regional Medical Center

Address: 400 N Pepper Ave.

City: Colton

State: CA

Zip: 92324

Appendix A

Influenza Vaccine Presentations and Pricing				Option 1	Option 2	Option 3
		NDC	Available Discount (varies by option)	Price without Excise Tax	Price without Excise Tax	Price without Excise Tax
Contract Price	Fluzone QIV 5 mL multidose vial	49281-0641-15		\$160.47	\$160.48	\$161.89
	Fluzone QIV 0.5 mL prefilled syringe	49281-0424-50		\$170.10	\$170.12	\$171.65
	Fluzone High-Dose QIV 0.7 mL prefilled syringe	49281-0124-65		\$613.47	\$619.60	\$625.73
	Flublok 0.5 mL prefilled syringe	49281-0724-10		\$613.47	\$619.60	\$625.73
* Flu Direct Savings Discount	Fluzone QIV 5 mL multidose vial	49281-0641-15	2%	\$157.26	\$157.27	\$158.65
	Fluzone QIV 0.5 mL prefilled syringe	49281-0424-50	2%	\$166.70	\$166.72	\$168.22
	Fluzone High-Dose QIV 0.7 mL prefilled syringe	49281-0124-65	0%	\$613.47	\$619.60	\$625.73
	Flublok 0.5 mL prefilled syringe	49281-0724-10	0%	\$613.47	\$619.60	\$625.73
Less Web Discount Direct	Fluzone QIV 5 mL multidose vial	49281-0641-15	1%	\$155.69	\$155.70	\$157.07
	Fluzone QIV 0.5 mL prefilled syringe	49281-0424-50		\$165.03	\$165.05	\$166.53
	Fluzone High-Dose QIV 0.7 mL prefilled syringe	49281-0124-65		\$607.34	\$613.40	\$619.47
	Flublok 0.5 mL prefilled syringe	49281-0724-10		\$607.34	\$613.40	\$619.47
Less Prompt Pay	Fluzone QIV 5 mL multidose vial	49281-0641-15	2%	\$152.57	\$152.58	\$153.92
	Fluzone QIV 0.5 mL prefilled syringe	49281-0424-50		\$161.73	\$161.75	\$163.20
	Fluzone High-Dose QIV 0.7 mL prefilled syringe	49281-0124-65		\$595.19	\$601.14	\$607.08
	Flublok 0.5 mL prefilled syringe	49281-0724-10		\$595.19	\$601.14	\$607.08
** Performance Rebate	Fluzone QIV 5 mL multidose vial	49281-0641-15	0% - 2%	\$3.15	\$1.57	\$0.00
	Fluzone QIV 0.5 mL prefilled syringe	49281-0424-50	0% - 2%	\$3.33	\$1.67	\$0.00
	Fluzone High-Dose QIV 0.7 mL prefilled syringe	49281-0124-65	2%	\$12.27	\$12.39	\$12.51
	Flublok 0.5 mL prefilled syringe	49281-0724-10	2%	\$12.27	\$12.39	\$12.51
** Flublok Growth Rebate	Flublok MS >10%	49281-0724-10	\$2 per dose	\$20.00	\$20.00	\$20.00
	Flublok MS >20%	49281-0724-10	\$5 per dose	\$50.00	\$50.00	\$50.00
*** Net Price (Per Unit)	Fluzone QIV 5 mL multidose vial	49281-0641-15		\$149.43	\$151.01	\$153.92
	Fluzone QIV 0.5 mL prefilled syringe	49281-0424-50		\$158.40	\$160.08	\$163.20
	Fluzone High-Dose QIV 0.7 mL prefilled syringe	49281-0124-65		\$582.92	\$588.74	\$594.57
	Flublok 0.5 mL prefilled syringe	49281-0724-10		\$582.92	\$588.74	\$594.57
	Flublok MS >10%	49281-0724-10		\$562.92	\$568.74	\$574.57
	Flublok MS >20%	49281-0724-10		\$532.92	\$538.74	\$544.57
*** Net Price (Per Dose)	Fluzone QIV 5 mL multidose vial	49281-0641-15		\$14.94	\$15.10	\$15.39
	Fluzone QIV 0.5 mL prefilled syringe	49281-0424-50		\$15.84	\$16.01	\$16.32
	Fluzone High-Dose QIV 0.7 mL prefilled syringe	49281-0124-65		\$58.29	\$58.87	\$59.46
	Flublok 0.5 mL prefilled syringe	49281-0724-10		\$58.29	\$58.87	\$59.46
	Flublok MS >10%	49281-0724-10		\$56.29	\$56.87	\$57.46
	Flublok MS >20%	49281-0724-10		\$53.29	\$53.87	\$54.46

*Discount applies to all direct orders reserved by May 7, 2024

**Performance rebate percentages can be referenced in Exhibit A and Exhibit A.1

***Net price per unit/dose reflects all available discounts and rebates

EXHIBIT C

Exhibits A and A.1 and Appendix A of the Agreement are modified as follows:

- 1) All references are hereby replaced as follows:
 - All references to "Fluzone® High-Dose Quadrivalent Vaccine" are replaced with "Fluzone® High-Dose Trivalent Vaccine",
 - All references to "Flublok® Quadrivalent Vaccine", are replaced with "Flublok® Trivalent Vaccine",
 - All references to "QIV", or "Quad", are replaced with "TIV".

An exception is any reference to the Prior Year QIV Benchmarks contained in the current Exhibits A and A.1.

- 2) In addition, the Fluzone High-Dose vaccine fill volume will change from 0.7ml to 0.5ml.



EXHIBIT D

Campaign Contribution Disclosure (SB 1439)

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Contractors must respond to the questions on the following page. All references to "Contractor" in this Exhibit refer to Sanofi. If a question does not apply respond N/A or Not Applicable.

1. Name of Contractor: Sanofi Pasteur Inc.
2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?
Yes ☐ If yes, skip Question Nos. 3-4 and go to Question No. 5 No ☐X
3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A
4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):N/A
5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
N/A	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and//or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	



9. Was a campaign contribution, of more than \$250, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No ☒ If **no**, please skip Question No. 10.

Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members or other County elected officers to whom anyone listed made campaign contributions.

By signing the Agreement, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Agreement is being considered and for 12 months after a final decision by the County.