

## **Coast2Coast Rx Card County Marketing Agreement**

**THIS MARKETING AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between **Financial Marketing Concepts, Inc.**, hereinafter "FMC" a Florida corporation, with its principal place of business at: 100 Executive Way, Suite 214, Ponte Vedra Beach, Florida 32082, and **Mendocino County**, a political subdivision in the State of California, hereinafter "COUNTY" with its principal place of business at 501 Low Gap Road, County Courthouse, Ukiah, California 95482.

### **WITNESSETH:**

**WHEREAS**, FMC has created a discount prescription card, to-wit: the **Coast2Coast Rx** Card, which provides discounts on prescription drugs to individuals and families, and

**WHEREAS**, FMC can provide COUNTY the opportunity to offer its **Coast2Coast Rx** discount prescription card to its residents at no cost to the COUNTY, and

**WHEREAS**, COUNTY is desirous of providing the **Coast2Coast Rx** discount prescription card to its residents at no cost to the COUNTY:

**NOW, THEREFORE**, in consideration of the mutual terms, covenants and conditions herein contained, it is agreed as follows:

1. **Benefits.** FMC will provide its **Coast2Coast Rx** discount prescription card at no cost to COUNTY and its residents, and will pay COUNTY a Royalty for each prescription filled that results in a paid claim as listed on Schedule "A" hereof. In addition to the discounts on prescriptions, the card will also offer discounts on dental; vision; veterinary services discounts; hearing; lab and imaging tests; diabetes equipment and supplies and any other complimentary benefits that are added in the future. Furthermore COUNTY's current and retired employees will receive the WellCard Health program ([www.wellcardhealth.com](http://www.wellcardhealth.com)) at no charge to COUNTY and its current and retired employees.

2. **Term.** This Agreement will automatically renew every year for another one (1) year term unless COUNTY gives FMC thirty days (30) written notice to terminate, or unless earlier terminated by default. Royalty to COUNTY will continue to be paid as long as COUNTY's residents continue to fill prescriptions under this program, as long as FMC receives its compensation for those prescriptions, and as long as this Agreement is not terminated by COUNTY. In the event COUNTY terminates this Agreement or endorses another discount Rx card, then Royalty will be paid as listed in paragraph 2 of Schedule "A." In any event COUNTY may cancel this Agreement with thirty days (30) written notice to terminate.

3. **FMC's Obligations.**

a. FMC will provide to COUNTY and its residents the **Coast2Coast Rx** discount prescription card at no cost to its residents or COUNTY, and will pay a Royalty to COUNTY based on the use thereof. The Royalty will be paid at its full rate as listed on Schedule "A" so long as COUNTY has not endorsed another discount prescription card after the execution of this Agreement. In the event COUNTY does execute an agreement with another discount prescription card after the execution of this Agreement, the Royalty will be paid as set forth in paragraph 3 of Schedule "A."

b. FMC will print and distribute the prescription cards for the COUNTY at FMC's cost. COUNTY will approve the card design prior to FMC's printing of the card.

c. FMC will handle all administration of the card including the providing of monthly usage reports to COUNTY. FMC will assign a unique Group Code to COUNTY for cards printed by FMC so that COUNTY's usage can be tracked when the card is used at participating pharmacies.

d. FMC will distribute its **Coast2Coast Rx** Cards to participating pharmacies in the COUNTY and to other such governmental offices (such as libraries, health departments, etc.) designated by the COUNTY.

e. FMC will create a private label website for the COUNTY to link to from its website that will describe the **Coast2Coast Rx** Card program. Using the website, COUNTY residents will have the opportunity to print a card, search for participating pharmacies, and search for the price of their specific medication(s).

f. FMC, with COUNTY's approval, will promote the Rx card in all appropriate media formats, including newspaper, radio, television and internet.

g. FMC and its Pharmacy Benefit Manager will not use any resident's information except as necessary to process prescriptions, and for no other purpose whatsoever. Neither FMC nor its Pharmacy Benefit Manager will contact, transfer or sell resident information to any third party, and both FMC and its Pharmacy Benefit Manager are HIPAA compliant. FMC nor its Pharmacy Benefit Manager will solicit cardholders to use Pharmacy Benefit Manager's mail order unless directed to do so by COUNTY.

4. **Indemnification.** FMC shall indemnify COUNTY and hold the COUNTY harmless from any loss, claim, liability or expense resulting from FMC's negligence.

5. **COUNTY's Obligations:** COUNTY will provide the opportunity for its residents to receive FMC's **Coast2Coast Rx** discount prescription card, and COUNTY shall receive a Royalty as specifically set forth on Schedule "A" hereof.

6. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue for any proceedings shall be in Mendocino County.

7. **Use of County Seal.** For the consideration to be paid by FMC under this Agreement, COUNTY grants to FMC, and FMC accepts, a nonexclusive, nontransferable, limited and revocable license to use the **County Seal** in connection with the **Coast2Coast Rx** Discount card program as described in this agreement, and specifically, but not by way of limitation, that FMC has the right to use the **County Seal** on the discount card, on the private label county website and in FMC's letter provided to participating pharmacies that educates pharmacies about the program.

8. **Notice.** Any notice required by this Agreement shall be in writing, by certified mail, to the address of each party first set forth above, or at such other address as may hereafter be designated by either party in writing.

9. **Entire Agreement.** This Agreement contains all the rights, duties and obligations of each party, and this Agreement may not be modified or amended except in writing, signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**COUNTY OF MENDOCINO**

By \_\_\_\_\_  
John McCowen, Chair and/or  
Dan Hamburg, Vice Chair  
Board of Supervisors

Date: \_\_\_\_\_

**ATTEST:**

CARMEL J. ANGELO, Clerk of said Board

By \_\_\_\_\_  
Deputy

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**HEALTH AND HUMAN SERVICES AGENCY**

By \_\_\_\_\_  
STACEY CRYER, HHSA Director  
And/or DOUG GHERKIN, HHSA CFO

Date: \_\_\_\_\_

Budgeted: ☒ Yes ☐ No

Budget Unit: 4010

Line Item (Acct String): 82-6390

Org/Object Code: PHADMIN

Grant: ☐ Yes ☒ No

Grant No.: \_\_\_\_\_

**INSURANCE REVIEW:**

RISK MANAGER

By \_\_\_\_\_  
KRISTIN McMENOMEY, Director  
General Services Agency

Date: \_\_\_\_\_

**CONTRACTOR/COMPANY NAME**

By \_\_\_\_\_  
Signature

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NAME AND ADDRESS OF CONTRACTOR:**

Financial Marketing Concepts, Inc.  
100 Executive Way, Suite 214  
Ponte Vedra Beach, Florida, 32082

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

**COUNTY COUNSEL REVIEW:**

APPROVED AS TO FORM:

Terry N. Gross, Interim County Counsel

By \_\_\_\_\_

Date: \_\_\_\_\_

**EXECUTIVE OFFICE REVIEW:**

APPROVAL RECOMMENDED

By \_\_\_\_\_  
Carmel J Angelo, Chief Executive Officer

Date: \_\_\_\_\_

**Fiscal Review:**

By: \_\_\_\_\_ Date  
Deputy CEO/Fiscal

**Signatory Authority:** \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors**

**Exception to Bid Process Required/Completed** ☐ **Exception #:** N/A

## Schedule "A" FOR MENDOCINO COUNTY, CALIFORNIA

**Coast2Coast Rx** Card. FMC has offered the opportunity for COUNTY to provide its residents, at no cost to COUNTY or its residents, with FMC's **Coast2Coast Rx** Card, and FMC agrees to pay COUNTY a royalty as follows:

1. As long as this Agreement is in full force, then every time a member purchases a prescription through a participating pharmacy, and FMC receives compensation for that prescription, FMC will pay COUNTY one dollar and twenty-five cents (\$1.25) per paid prescription claim on a monthly basis.
2. In the event COUNTY terminates this Agreement for any reason, from and after the termination date, the Royalty will be paid at the rate of Twenty-five cents (.25) per paid prescription claim that FMC has received compensation for.
3. In the event COUNTY endorses another discount prescription card after the execution of this Agreement, then the Royalty will be paid at the rate of Twenty-five cents (.25) per paid prescription claim that FMC has received compensation for.

FMC Initials \_\_\_\_\_

County Initials \_\_\_\_\_