

Coast2Coast Rx Card Public Benefit Program Agreement

THIS PUBLIC BENEFIT PROGRAM AGREEMENT dated this 28th day of June, 2016, by and between **Financial Marketing Concepts, Inc.**, hereinafter "FMC" a Florida corporation, with its principal place of business at: 1102 A1A North, Suite 202, Ponte Vedra Beach, Florida 32082, and **the County of Tehama**, a political subdivision in the State of California, hereinafter "COUNTY" with its principal place of business at 727 Oak Street, Red Bluff, California 96080.

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, and

WHEREAS, allowing FMC to use COUNTY's name and official seal in connection with the provision of the ***Coast2Coast Rx*** discount prescription card to COUNTY residents will increase residents' access to the ***Coast2Coast Rx*** discount prescription program, and promote and encourage use of the program, and

WHEREAS, encouraging and promoting usage of the ***Coast2Coast Rx*** discount prescription program will meet the social needs of the population of the COUNTY by decreasing residents' healthcare costs and increasing access to affordable healthcare, thereby serving a public purpose of the County of Tehama, and

WHEREAS, this agreement, and the licensing of the County's name and official seal to FMC for consideration hereunder, are consistent with Resolution No. 2015-112, the Tehama County Marketing Plan:

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

1. **Legal Authority.** This Agreement is entered into pursuant to Government Code sections 26110 and 26227 and Tehama County Code section 2.50.010, in order to promote the social needs of the population of Tehama County.
2. **Benefits.** FMC will provide its ***Coast2Coast Rx*** discount prescription card to residents of Tehama County 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 Exhibit "B" hereof. In addition to the discounts on prescriptions, the card will also offer discounts on dental (DenteMax); vision (Outlook Vision); hearing (Newport Audiology); Diabetes Savings Program from Freedom Diabetic Supplies, Inc. and imaging and lab tests through an arrangement with Prepaid Lab, LLC and Prepaid Imaging, LLC.
3. **Term and Termination.** This agreement shall commence on July 1, 2016, and shall terminate on June 30, 2019, unless terminated sooner in accordance with this section. If FMC fails to perform its duties to the satisfaction of COUNTY, or if FMC fails to fulfill in a

timely and professional manner its obligations under this agreement, or if FMC violates any of the terms or provisions of this Agreement, then COUNTY shall have the right to terminate this agreement effective immediately upon COUNTY giving written notice thereof to the FMC. Either party may terminate this agreement without cause on 30 days' written notice. In the event of termination by FMC, Royalty to COUNTY will continue to be paid at the Full Rate set forth in Exhibit "B" as long as COUNTY's residents continue to fill prescriptions under this program, as long as FMC receives its compensation for those prescriptions. In the event of termination by County, Royalty to COUNTY will continue to be paid at the Reduced Rate set forth in Exhibit "B" as long as COUNTY's residents continue to fill prescriptions under this program, as long as FMC receives its compensation for those prescriptions.

4. **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 as set forth in Exhibit "B."

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, at no cost to COUNTY or its residents. 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, that COUNTY may, in its sole discretion, 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. Neither FMC nor its Pharmacy Benefit Manager will solicit cardholders to use Pharmacy Benefit Manager's mail order unless directed to do so by COUNTY.

5. **Indemnification.** FMC shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers ("Tehama Indemnitees") against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, or economic injury of any nature, arising out of FMC's performance of work

hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. FMC shall further defend, hold harmless, and indemnify the Tehama Indemnitees from any loss, claim, liability or expense arising from the administration of the *Coast2Coast Rx* discount prescription card program, including without limitation the allowance or refusal to allow any person to participate in the program, or the termination of any person's participation in the program, or any actions resulting in terminating existing discount card agreements. FMC shall, at its own expense, defend any suit or action founded upon a claim of any of the foregoing.

6. **Insurance.** FMC shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

7. **COUNTY's Obligations.** By entering into this Agreement and allowing FMC to use COUNTY's name and official seal in connection with the provision of the *Coast2Coast Rx* discount prescription card to COUNTY residents, COUNTY has provided the opportunity for its residents to receive FMC's *Coast2Coast Rx* discount prescription card, and COUNTY shall receive a Royalty as specifically set forth in Exhibit "B" hereof. COUNTY shall have no other obligations hereunder.

8. **Governing Law and Venue.** This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of law provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

9. **Use of County Seal.** For the consideration to be paid by FMC under this Agreement and in order to promote and achieve the public benefits set forth herein, during the term of 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.

10. **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.

11. **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.

12. **Nonassignment of Agreement.** Inasmuch as this agreement is intended to secure the specialized services of FMC, FMC may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the COUNTY.

13. **Employment Status.** FMC shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow COUNTY to exercise discretion or control over the professional manner in which FMC performs the services which are the subject matter of this

agreement; provided always, however, that the services to be provided by FMC shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the COUNTY is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. FMC shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of FMC, if FMC were a COUNTY employee. FMC shall not be eligible for coverage under COUNTY's Workers Compensation Insurance Plan nor shall FMC be eligible for any other COUNTY benefit.

14. **Nondiscrimination.** FMC shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

15. **Green Procurement Policy.** Tehama County Resolution No. 49-2002, the Green Procurement Policy (available upon request) supports recycling and waste reduction, and promotes the purchase of products made with recycled materials when product fitness and quality are equal and they are available at no more than the total cost of non-recycled products. FMC is encouraged to conform to this policy.

16. **Compliance with Laws and Regulations.** All services to be performed by FMC under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the COUNTY immediately.

17. **Authority.** Each party, executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18. **Non-exclusive Agreement.** FMC understands that this is not an exclusive agreement, and that COUNTY shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by FMC, or to perform such services with COUNTY's own forces, as COUNTY desires.

IN WITNESS WHEREOF the parties have hereunto signed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

COUNTY OF TEHAMA, CALIFORNIA

Date: JAN 10 2017

BY



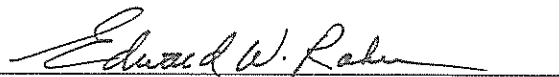
Chairman

Tehama County Board of Supervisors

Financial Marketing Concepts, Inc.

Date: 12/19/16

By:



Edward W. Rahn
President

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

FMC ("Contractor") shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)
\$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

If Contractor operates vehicles in California, Automobile liability insurance shall be obtained in at least the minimum amount required by California law.

Workers' Compensation

If Contractor has employees in California, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, if required by the State of California.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an "occurrence" basis, rather than a "claims made" basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include "Tehama County, its elected officials, officers, employees and volunteers" as an additional insured.

The certificate holder shall be "County of Tehama."

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor's liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that "coverage shall not be reduced or canceled without 30 days' prior written notice certain to the County."

Acceptability of Insurers

Contractor's insurance shall be placed with an insurance carrier holding a current A.M. Best & Company's rating of not less than A:VII unless otherwise acceptable to the County. The County reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Exhibit "B"

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. Full Rate. 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 claim on a monthly basis.

MINUTE ORDER
BOARD OF SUPERVISORS
COUNTY OF TEHAMA, STATE OF CALIFORNIA

C O N S E N T A G E N D A

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Dennis Garton, Supervisor - District 3
SECONDER: Candy Carlson, Supervisor - District 2
AYES: Carlson, Garton, Chamblin, Williams, Bundy

16. DEPARTMENT OF SOCIAL SERVICES

- a) **AGREEMENT** – Approval and authorization for the Chairman to sign the Coast2Coast RX Card Public Benefit Program Agreement with Financial Marketing Concepts, Inc. (FMC) for the provision of a discount prescription card to the residents of Tehama County and FMC's use of the County's name and official seal in connection with the provision of the discount prescription card, effective 7/1/16 and shall terminate on 6/30/19.


(Miscellaneous Agreement #2017-3)

STATE OF CALIFORNIA)
) ss
COUNTY OF TEHAMA)

I, JENNIFER A. VISE, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Tehama, State of California, hereby certify the above and foregoing to be a full, true and correct copy of an order adopted by said Board of Supervisors on the 10th day of January, 2017.

DATED: January 13, 2017

JENNIFER A. VISE, County Clerk and
Ex-officio Clerk of the Board of Supervisors
of the County of Tehama, State of California

 Deputy