

**AGREEMENT**

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **FINANCIAL MARKETING CONCEPTS, INC. dba, COAST2COAST RX DISCOUNT CARD PROGRAM**, a Florida corporation authorized to do business in the State of California, whose address is 1102 A1A North, Suite 202, Ponte Vedra Beach, Florida, 32082, hereinafter referred to as "CONTRACTOR".

**WITNESSETH:**

WHEREAS, COUNTY, through its Department of Public Health (DPH), is in need of a Prescription Drug Discount Program to benefit COUNTY's uninsured and underinsured Fresno County residents; and

WHEREAS, CONTRACTOR, has created a discount prescription card program, the "Coast2Coast Rx Discount Card Program", which provides discounts on the retail price of prescription drugs to individuals and families; and

WHEREAS, CONTRACTOR can provide COUNTY the opportunity to offer its Coast2Coast Rx discount pharmacy card to its residents at no cost to the COUNTY or COUNTY's residents; and

WHEREAS, CONTRACTOR, is qualified and is willing to provide such services, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

**1. CONTRACTOR'S RESPONSIBILITIES**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 17-061 dated March 3, 2017, Addendum One (1) to COUNTY's RFP No. 17-061 dated March 22, 2017, (hereinafter collectively referred to as RFP No. 17-061) and CONTRACTOR's Response to said RFP dated April 6, 2017 all incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: 1) to this Agreement, including Exhibit A; 2) to RFP No. 17-061; 3) to the Response to RFP. A copy

1 of COUNTY's RFP No. 17-061 and CONTRACTOR's Response shall be retained and made available  
2 during the term of this Agreement by COUNTY's Internal Services Department, Purchasing Division.

3 B. CONTRACTOR shall perform all services and fulfill all responsibilities  
4 identified in Exhibit A, attached hereto and by this reference incorporated herein, at no cost to the  
5 COUNTY.

6 C. CONTRACTOR shall pay COUNTY a royalty for each prescription filled under  
7 COUNTY's unique Group Code that results in a paid claim pursuant to Paragraph Four (4) herein.

8 **2. TERM**

9 The term of this Agreement shall be for a period of three (3) years,  
10 commencing on the 1<sup>st</sup> day of July 2017 through and including the 30<sup>th</sup> day of June, 2020. This  
11 Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon written  
12 approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12) month  
13 extension period. The COUNTY's DPH Director or his or her designee is authorized to execute such  
14 written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

15 **3. TERMINATION WITHOUT CAUSE**

16 This Agreement may be terminated by COUNTY upon the giving of thirty (30) days  
17 advance written notice of an intention to terminate to CONTRACTOR.

18 **4. COMPENSATION**

19 Beginning one (1) month after implementation, CONTRACTOR agrees to pay  
20 COUNTY and COUNTY agrees to receive compensation for Royalties at the rate of One and 25/100  
21 Dollars (\$1.25) per prescription filled by a participating pharmacy using COUNTY's assigned unique  
22 code that results in a paid claim to the CONTRACTOR. Royalties shall be paid on a monthly basis  
23 based on the usage reports submitted to the COUNTY. Royalties paid shall not increase the final cost  
24 of medication or services provided to Fresno County residents.

25 CONTRACTOR will pay said royalty as listed above, so long as COUNTY has not  
26 endorsed another discount prescription card after the execution of this Agreement. In the event  
27 COUNTY endorses another discount prescription card, then the Royalty amount will be paid at the  
28 rate of Twenty-Five Cents (\$0.25) per prescription filled by a participating pharmacy using

COUNTY's assigned unique code that results in a paid claim to the CONTRACTOR.

In the event this Agreement is terminated by CONTRACTOR or COUNTY for any reason, from and after the termination date, the Royalty will be paid at the rate of Twenty-Five Cents (\$0.25) per prescription filled by a participating pharmacy using COUNTY's assigned unique code that results in a paid claim to the CONTRACTOR. Such Royalty payments will continue for as long as CONTRACTOR makes its Coast2Coast Rx Discount Card Program available to Fresno County residents.

Royalty payments by CONTRACTOR to COUNTY shall be paid in arrears, within forty-five (45) days, for prescriptions filled and paid by the Fresno County residents during the preceding month.

##### **5. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of CONTRACTOR's officers, agents, and employees, including its pharmacy benefit manager (WellDyneRx, Inc.), and participating pharmacies will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,

1 including compliance with Social Security, withholding, and all other regulations governing such  
2 matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be  
3 providing services to others unrelated to the COUNTY or to this Agreement.

4 **6. MODIFICATION**

5 Any matters of this Agreement may be modified from time to time by the written  
6 consent of all the parties without, in any way, affecting the remainder.

7 **7. NON-ASSIGNMENT**

8 Neither party shall assign, transfer or subcontract this Agreement nor their rights or  
9 duties under this Agreement without the prior written consent of the other party. This section shall not  
10 apply to CONTRACTOR's pharmacy benefit management company, WellDyneRx, Inc. Such service  
11 shall be subcontracted by CONTRACTOR to WellDyneRx, Inc. This section shall also not apply to  
12 CONTRACTOR's subcontractors who provide ancillary medical services including lab testing,  
13 imaging services, vision, and hearing. Notwithstanding the above, CONTRACTOR shall remain  
14 liable for all duties and responsibilities under this Agreement, including pharmacy benefit  
15 management services and said ancillary services.

16 **8. HOLD-HARMLESS**

17 CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY's request,  
18 defend the COUNTY, its officers, agents and employees from any and all costs and expenses,  
19 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to  
20 COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its officers,  
21 agents or employees, including its pharmacy benefit manager (WellDyneRx, Inc.) and participating  
22 pharmacies, under this Agreement, and from any and all costs and expenses, including attorney fees  
23 and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or  
24 corporation who may be injured or damaged by the performance, or failure to perform, of  
25 CONTRACTOR, its officers, agents or employees, including its pharmacy benefit manager  
26 (WellDyneRx, Inc.) and participating pharmacies, under this Agreement.

27 **9. INSURANCE**

28 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR

1 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the  
2 following insurance policies throughout the term of this Agreement:

3 A. Commercial General Liability

4 Commercial General Liability Insurance with limits of not less than One Million  
5 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million  
6 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.  
COUNTY may require specific coverage including completed operations,

7 product liability, contractual liability, Explosion, Collapse, and Underground  
8 (XCU), fire legal liability or any other liability insurance deemed necessary  
because of the nature of the Agreement.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits for bodily injury of  
11 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five  
12 Hundred Thousand Dollars (\$500,000) per accident and for property damages of  
13 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a  
14 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage  
should include owned and non-owned vehicles used in connection with this  
Agreement.

15 C. Professional Liability

16 If CONTRACTOR employs licensed professional staff (e.g. Ph.D., R.N.,  
17 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with  
18 limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three  
Million Dollars (\$3,000,000) annual aggregate.

19 D. Worker's Compensation

20 A policy of Worker's Compensation Insurance as may be required by the  
21 California Labor Code.

22 CONTRACTOR shall obtain endorsements to the Commercial General Liability  
23 insurance naming the County of Fresno, its officers, agents, and employees, individually and  
24 collectively, as additional insured, but only insofar as the operations under this Agreement are  
25 concerned. Such coverage for additional insured shall apply as primary insurance and any other  
26 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees shall be  
27 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein.  
28 This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance



1 written notice given to COUNTY.

2           Within thirty (30) days from the date CONTRACTOR executes this Agreement,  
3 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the  
4 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box  
5 11867, Fresno, California, 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance  
6 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and  
7 employees will not be responsible for any premiums on the policies; that such Commercial General  
8 Liability insurance names the County of Fresno, its officers, agents and employees, individually and  
9 collectively, as additional insured, but only insofar as the operations under this Agreement are  
10 concerned; that such coverage for additional insured shall apply as primary insurance and any other  
11 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be  
12 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein;  
13 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days  
14 advance, written notice given to COUNTY.

15           In the event CONTRACTOR fails to keep in effect at all times insurance coverage as  
16 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate  
17 this Agreement upon the occurrence of such event.

18           All policies shall be with admitted insurers licensed to do business in the State of  
19 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating  
20 of A FSC VII or better.

21           **10. CONFIDENTIALITY**

22           All services performed by CONTRACTOR under this Agreement shall be in strict  
23 conformance with all applicable Federal, State of California and/or local laws and regulations relating  
24 to confidentiality.

25           **11. NON-DISCRIMINATION**

26           During the performance of this Agreement, CONTRACTOR shall not unlawfully  
27 discriminate against any employee or applicant for employment, or recipient of services, because of  
28 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status pursuant to all applicable State of California and Federal statutes and regulations.

**12. USE OF COUNTY SEAL**

COUNTY grants to CONTRACTOR, and CONTRACTOR accepts, a nonexclusive, nontransferable, limited and revocable license to use the Fresno County Seal in connection with the Coast2Coast Rx discount prescription card program as described in this Agreement, and specifically, but not by way of limitation, that CONTRACTOR has the right to use the Fresno County Seal on the discount card, the private label website for the COUNTY created by CONTRACTOR, and in CONTRACTOR's marketing materials, including the letter to participating pharmacies and pick up locations. Upon termination of this Agreement, the CONTRACTOR's license to use the COUNTY Seal will be revoked.

**13. REPORTS**

CONTRACTOR shall submit to COUNTY's Department of Public Health monthly usage reports covering the services provided to Fresno County residents in accordance with the terms and conditions of this Agreement, including the Reporting Requirements set forth in Exhibit A.

**14. AUDITS AND INSPECTIONS**

CONTRACTOR shall at any time during business hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data with respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure CONTRACTOR's compliance with the terms of this Agreement.

If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

**15. NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement include the following:

COUNTY

Director, County of Fresno  
Department of Public Health  
P.O. Box 11867  
Fresno, CA 93775

CONTRACTOR

Edward W. Rahn, President/CEO  
Financial Marketing Concepts, Inc.  
1102 A1A North, Suite 202  
Ponte Vedra Beach, FL 32082

Any and all notices between the COUNTY and the CONTRACTOR provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such party.

**16. GOVERNING LAW**

The parties agree, that for the purposes of venue, performance under this Agreement is to be in Fresno County, California.

The rights and obligations of the parties and all interpretation and performance of this Agreement shall be governed in all respects by the laws of the State of California.

**17. SEVERABILITY**

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in the Agreement shall not affect the other provisions.

**18. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the term of this agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions that they are a party to while CONTRACTOR is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit B and incorporated herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or immediately thereafter.



1           **19.    SURVIVAL**

2           Upon termination of this Agreement in accordance with Section Two (2) and Three (3)  
3    hereinabove, the parties' obligations under this Agreement shall terminate, except for those obligations  
4    set forth in Section Four (4) related to Royalty payments and Section Thirteen (13) related to reporting  
5    requirements, as otherwise provided in this Agreement, which shall survive termination hereof and  
6    continue in effect in perpetuity.

7           **20.    ENTIRE AGREEMENT**

8           This Agreement, including all Exhibits, COUNTY's RFP No. 17-061, and  
9    CONTRACTOR's response thereto, constitutes the entire agreement between the CONTRACTOR  
10   and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement  
11   negotiations, proposals, commitments, writings, advertisements, publications, and understanding of  
12   any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the  
2 day and year first hereinabove written.

3  
4 **CONTRACTOR:**  
5 **FINANCIAL MARKETING CONCEPTS, INC.**  
6 **dba COAST2COAST RX DISCOUNT**  
7 **CARD PROGRAM**

**COUNTY OF FRESNO:**

8 By Edward W. Rahn

9 By N. Paul  
Chairman, Board of Supervisors

10 Print Name: Edward W. Rahn

Date: 6/20/2017

11 Title: President  
Chairman of the Board, or  
President, or any Vice President

12 Date: May 26, 2017

BERNICE E. SEIDEL, Clerk  
Board of Supervisors

13  
14 By Edward W. Rahn

15 Print Name: Edward W. Rahn

By Shirley A. DePuy

16 Title: Corporate Secretary  
17 Secretary (of Corporation), or  
18 any Assistant Secretary, or  
19 Chief Financial Officer, or  
any Assistant Treasurer

Date: 6/20/2017

20 Date: May 26, 2017

**PLEASE SEE ADDITIONAL  
SIGNATURE PAGE ATTACHED**

21  
22  
23  
24 Mailing Address:  
25 1102 A1A North, Suite 202  
26 Ponte Vedra Beach, Florida 32082  
27 Phone #: (904) 285-4944  
28 Fax #: (904) 285-8787  
Contact: Edward W. Rahn, President/CEO

1 APPROVED AS TO LEGAL FORM:  
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3  
4  
5 By 

6 APPROVED AS TO ACCOUNTING FORM:  
7 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/  
8 TREASURER-TAX COLLECTOR

9  
10 By 

11  
12 REVIEWED AND RECOMMENDED FOR APPROVAL:

13  
14 By 

15 David Pomaville, Director  
16 Department of Public Health

17  
18  
19  
20 Fund/Subclass: 0001/10000  
21 Organization: 56201500  
22 Account #: 4895

23 JW  
24  
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26  
27  
28

## SCOPE OF WORK

CONTRACTOR shall provide a Discount Prescription Drug Card Program, called the Coast2Coast Rx Card Program, at no cost to the COUNTY or Fresno County residents. The Program shall include County-wide outreach and education about the Program as well as assistance to residents in obtaining the necessary card through enrollment activities with an emphasis on reaching the uninsured and underinsured residents of Fresno County. Outreach, education, and application services shall be provided in English and Spanish.

CONTRACTOR shall not charge any fee to the applicant/card holder or to Fresno County to provide the service.

CONTRACTOR shall provide discounts off the regular retail price of brand name and generic prescription drugs, offer a discount of a wide range of over-the-counter medications and supplies, provide pharmaceutical counseling, and offer mail-order services.

In addition to discounted prescription services, CONTRACTOR may also offer significant discounts to Fresno County residents on other ancillary medical services including lab tests, imaging services, vision, hearing, dental and veterinarian services, and bulk diabetic supplies at no cost to the County.

### Program Requirements

#### A. General Service Requirements

1. CONTRACTOR shall set policies and procedures that allow for the maximum number of County residents to utilize the Program.
2. CONTRACTOR must maximize and pass a predetermined set percentage of the financial savings (discount) on to enrollees to achieve the greatest possible set of discounts.
3. CONTRACTOR shall agree that there are no annual discount limits for subscribers. Any resident may use the card program as often as needed and for as many prescriptions as needed.
4. CONTRACTOR shall agree to disclose any and all rebate revenue sources related to prescription medications and any other extended services that are provided through the Program.
5. CONTRACTOR shall not charge any startup, administrative, or other fee to the COUNTY. CONTRACTOR shall bear responsibility to start, maintain, and administer the Program with oversight provided by the COUNTY. **There shall be no direct cost to the County of Fresno.**
6. CONTRACTOR shall not charge any enrollment, subscriber, processing, or other fee to Fresno County residents. **There shall be no additional costs to the**

**subscriber other than the price paid for the discounted medications and/or other offered services contained in this Agreement.**

**B. Pharmacy Network**

1. CONTRACTOR has partnered with WellDyneRx, Inc., their pharmacy benefit manager, which maintains a pharmacy network of over 59,000 participating pharmacies nationwide, including every major chain pharmacy and many independents which are able to consistently deliver prescription drug services to individuals and families that are enrolled in the Coast2Coast Rx Card Program.
2. The provider network shall include pharmaceutical providers in the various cities and rural areas of Fresno County to include the cities of Caruthers, Clovis, Coalinga, Firebaugh, Fowler, Fresno, Friant, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Prather, Reedley, Riverdale, San Joaquin, Sanger, and Selma.
3. CONTRACTOR shall provide COUNTY with thirty (30) days prior written notice before making any additions, deletions, and/or revisions to the pharmacy network.
4. CONTRACTOR's pharmacy network will dispense prescription drugs in quantities as prescribed and ordered, up to a ninety (90) day supply, at retail pharmacy locations or through WellDyneRx, Inc.'s mail-order facilities.

**C. Covered Prescription Drugs/Other Services**

1. CONTRACTOR shall maintain an Open Formulary program and all medication with an NDC code is eligible for a discount through this program.
2. CONTRACTOR shall provide the retail price, applicable percentage off discount, and the final discount price on other ancillary services provided including bulk diabetic supplies, lab tests, dental, vision, hearing, imaging and veterinarian services.

**D. Eligibility**

1. CONTRACTOR shall enroll all eligible persons who are residents of Fresno County and who choose to participate, regardless of age, income, medical history or other criteria.
2. CONTRACTOR shall provide language assistance for enrollment activities for Spanish-speaking clients as well as in English.

**E. Education and Outreach**

1. CONTRACTOR shall develop a program of education and outreach to the community to include communication material and other materials describing the benefits of the Program and how to obtain a prescription discount card. At a minimum, these communications and materials shall be provided in English and



Spanish. The education and outreach plan shall be utilized during implementation and during the entire term of the Agreement.

2. CONTRACTOR shall submit any and all promotional, enrollment, and educational materials in any media (i.e., print, digital, electronic, video, audio) and receive advance written approval from COUNTY prior to distribution, dissemination, publication, broadcast, and/or internet posting of said materials.
3. CONTRACTOR shall provide a link to its website: [www.coast2coastrx.com](http://www.coast2coastrx.com) on all promotional materials and program cards so residents and family member can go online to print a card, search for participating pharmacies, and look up additional benefits available through the Coast2CoastRx program.
4. The goals of the education and outreach program shall be to:
  - a. Identify potential beneficiaries who are likely to be either uninsured or underinsured.
  - b. Educate Fresno County residents about the opportunities to save money on prescription benefits.
  - c. Maximize the number of Fresno County residents aware of, and have access to, the benefits and discounts offered.
  - d. Encourage Fresno County residents to seek further assistance with enrollment and assure residents that no personal information will be collected and therefore their privacy is protected.

**F. Customer/Beneficiary Services**

1. CONTRACTOR shall provide comprehensive customer service (in English and Spanish) between the hours of 8:30 a.m. to 5:30 p.m. EST Monday through Friday to Fresno County residents that are subscribers. After hours and on weekends, or for languages other than English or Spanish, customer service calls shall be transferred to a call center, where they will be answered live in multiple languages. Customer service shall include enrollment assistance and pharmaceutical counseling.
2. CONTRACTOR shall continue to maintain and adequately staff their established and publicized toll-free customer service call center (available 24 hours a day) regarding both retail pharmacy and mail-order customer service issues.
3. CONTRACTOR shall establish, maintain, and publicize customer complaint and resolution procedures and will promptly record, track, investigate, and resolve subscribers' complaints about any aspect of the discount Prescription Drug Card Program. Such log detailing any problems that any resident may have, including the resident's name, phone number, nature of complaint, and resolution shall be available for inspection by COUNTY at its request.

G. Reporting Requirements and Monitoring

1. All discounts, rebates, and other pass-through reimbursements that are secured for brand, generic, mail order, over-the-counter, and other ancillary services must be recorded, tracked, audited, and reported to COUNTY by category to determine whether measurable savings have reached projected levels.
2. CONTRACTOR shall establish a reporting process mechanism which confirms guaranteed lowest available discount price, maximum allowable cost, and the pharmacy's customary cash price.
3. On a monthly basis, CONTRACTOR must provide usage reports for brand, generic, mail order, over-the-counter, and other ancillary services to the COUNTY including the:
  - a. Average number of discounts on brand name and generic pharmaceuticals;
  - b. Maximum allowable costs for all prescription drugs that are commonly used by residents of Fresno County;
  - c. Total amount of savings provided by these discounts;
  - d. Actual usage data to include number of prescriptions filled, number of subscribers utilizing the Program, type of services provided, retail price of services received, discounted price of services received, amount and percentage saved;
  - e. Amount of royalties to be paid to the COUNTY for that given month.
4. CONTRACTOR shall establish an internal performance monitoring program for verification of discounts, customer service, pharmacy network, mail order, and extended supply operations.
5. CONTRACTOR shall provide COUNTY with a detailed complaint log, which includes complainant's contact information, date and nature of complaint, and resolution details.

H. Program Cards

1. CONTRACTOR shall design, produce, and distribute, at its own expense, subscriber program prescription cards, the Coast2Coast Rx Card, which shall be subject to prior written approval by COUNTY before printing and distribution of the card.
2. CONTRACTOR shall distribute subscriber program cards to all eligible participants using a uniform methodology. Said methodology and distribution plan shall be subject to prior written approval by COUNTY prior to implementation and distribution.

3. CONTRACTOR shall be accountable for establishing written procedures for recording and tracking any and all subscriber program cards including, but not limited to, distribution, replacement, and recovery. Said written procedures shall be subject to prior written approval by COUNTY prior to implementation.
4. CONTRACTOR shall assign a unique Group Code to COUNTY for cards printed by CONTRACTOR so COUNTY's royalties can be tracked when the card is used at participating pharmacies anywhere in the United States by Fresno County residents.
5. CONTRACTOR will distribute its Coast2Coast Rx cards to participating pharmacies in the COUNTY and to other such governmental offices (such as libraries, the COUNTY Department of Public Health, other health clinics, and unemployment offices, etc) as designated by the COUNTY. CONTRACTOR shall follow-up with such locations to ensure an adequate supply of cards and to answer any questions anyone may have about the Program.
6. CONTRACTOR shall also make cards available to be printed from the private label website linked to COUNTY's Department of Public Health website.

I. Program Manager

1. CONTRACTOR shall designate and maintain a dedicated Program Manager throughout the term of the Program. The Program Manager shall be responsible for the daily ongoing operations of the Program and will serve as the primary contact and liaison between the COUNTY and the CONTRACTOR.

J. Implementation Plan

1. CONTRACTOR shall prepare a comprehensive Program design and implementation plan describing all set-up details, marketing procedures, data collection processes, and operations and reporting details. The implementation plan shall be sufficiently detailed to ensure that all operational steps are performed in a logically sequenced and timely manner along with the efficient use of resources.
2. CONTRACTOR shall submit, for COUNTY approval, a final work plan within thirty (30) days of the execution of this Agreement.
3. CONTRACTOR shall promote the Coast2Coast card for the COUNTY in all media formats, including television, newspaper, radio, and the internet through press releases (in both English and Spanish) and in conjunction with the COUNTY's efforts to promote the card to its residents.

K. Confidentiality of Subscriber Information

1. CONTRACTOR shall establish and maintain procedures and controls that are acceptable to COUNTY to protect the privacy of subscribers' information. CONTRACTOR shall not sell, transfer, convey or disclose any information concerning any subscriber who is enrolled in the Program, other than aggregate

information that does not identify a subscriber, without the subscriber's written consent. Unless the CONTRACTOR has obtained the subscriber's prior written consent, the CONTRACTOR shall not use any personally identifiable information collected throughout the Program to promote or sell a program, service, or product not related to the administration of the Program.

L. Health Insurance Portability and Accountability Act

1. CONTRACTOR shall comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) along with any and all Federal, State, and local regulations that are applicable to the CONTRACTOR's operations.

M. Website

1. CONTRACTOR shall create a private label website for the COUNTY to link to from COUNTY's Department of Public Health website that will describe the Coast2Coast Rx Card Program.
2. Fresno County residents shall have the ability to print a card from such website.
3. CONTRACTOR shall provide a pharmacy locator and a link to search for the discount prices of medications for each participating pharmacy on such website.

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the Corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).



<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	