

Pharmacy Discount Card Marketing Agreement

THIS MARKETING AGREEMENT dated this ____ day of _____, 2009, 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, St. Johns County, Florida 32082, and Santa Barbara County, a California County, hereinafter "COUNTY" with its principal place of business at 105 East Anapamu Street, Santa Barbara, California 93101.

WITNESSETH:

WHEREAS, FMC has created a discount pharmacy card, to-wit: Coast2 Coast Rx Card, which provides discounts on prescription drugs to individuals, families, governmental entities, employers, members of non-profit organizations, associations, groups, financial institutions, marketing entities, business customers and insurance companies at no cost, and

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

WHEREAS, COUNTY is desirous of providing the Coast2Coast Rx discount pharmacy 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 pharmacy 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.

2. **Term.** This Agreement will automatically renew every thirty days (30) for another 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 by FMC as long as its residents continue to fill prescriptions under this program and as long as FMC receives its compensation for those prescriptions and Agreement is not terminated by COUNTY.

FMC's Obligations. FMC will provide to COUNTY the opportunity to provide COUNTY residents its free Coast2Coast Rx discount pharmacy card at no cost and will pay a Royalty to COUNTY based on the use thereof for the Coast 2Coast Rx Card in the

manner described in the Santa Barbara County Pharmacy Discount Card Program Marketing Plan attached hereto as Schedule "B" and incorporated herein by reference.

- a. FMC will print and distribute the pharmacy cards for the COUNTY at FMC's cost. COUNTY will approve the card design prior to FMC's printing of the card.
- b. FMC will handle all administration of the card including providing the COUNTY with monthly usage reports, which COUNTY will have the right to audit upon prior written notice to FMC. FMC will assign a unique Group Code to COUNTY for cards printed by FMC so that COUNTY'S Royalty can be tracked when the card is used at participating pharmacies by COUNTY residents.
- c. 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.
- d. FMC will create a private label website for the COUNTY to link to from its website that will describe the Coast2Coast Rx Card program, and COUNTY residents will have the ability to print a card from such website.
- e. FMC, in conjunction with the COUNTY, will promote the card in all media formats appropriate, including newspaper, radio, and the internet through press releases.

3. COUNTY's Obligations:

- a. COUNTY will provide the opportunity for its residents to receive FMC's Coast2Coast Rx discount pharmacy card, and COUNTY shall receive a Royalty as specifically set forth on Schedule "A" hereof.
- b. COUNTY will conduct itself in such a manner as to reflect only the highest standards of honesty, integrity and responsibility in the promotion and representation of FMC's Coast2Coast Rx Card.
- c. COUNTY agrees to keep all information confidential, to the extent allowable by law, except for information relating to the promotion of the discount prescription card and reports provided to the COUNTY of resident usage and savings with the card.

4. 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 Santa Barbara County.

5. 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.

6. 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. The parties agree that this is a non-exclusive Agreement.

7. FMC agrees to add the COUNTY as an additional insured on its General Liability policy and indemnify the COUNTY from any liability arising from the performance of this Agreement.

8. FMC agrees that the COUNTY Logo can only be used on the Pharmacy Discount Card and related web site. All other uses of the COUNTY Logo shall require prior written approval by the COUNTY.

Agreement for Services of Independent Contractor between the County of Santa Barbara and Financial Marketing Concepts, Inc.

IN WITNESS WHEREOF the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: _____
JOSEPH CENTINO
CHAIR, BOARD OF SUPERVISORS

Date: _____

CONTRACTOR

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____

By: _____
EDWARD D. RAHN
PRESIDENT, Financial Marketing
Concepts, Inc.

Date: _____

Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: Celeste E. Anderson
Deputy County Counsel

Date: 6/26/09

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: Ray Aromatorio

Date: 6/26/09

Schedule "A"

ROYALTY:

1. 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 listed in (2) and (3) below.

2. Royalty Paid to COUNTY. FMC will pay Santa Barbara County fifty cents (\$0.50) for the first 8000 prescriptions filled per month, sixty-five cents (\$0.65) for every filled prescription between 8,000 and 16,000 a month and seventy-five cents (\$0.75) for every filled prescription over 16,000 a month, that is processed using the COUNTY's designated group code and for which FMC is paid by its Pharmacy Benefit Manager.

3. Royalty payments are made to the COUNTY within 30 to 45 calendar days from the last calendar day of the month for which FMC receives its compensation from its Pharmacy Benefits Manager, for those prescriptions filled during that month.

FMC Initials _____

COUNTY Initials _____