COUNTY AGENDA REQUEST

Department:	Human Resources	Presenter(s):	Lewis Patterson
Meeting Date:	Thursday, August 29, 2013	Type of Request:	Consent

Wording for the Agenda:

Approval of staff's request for the Board to approve an agreement with Coast2CoastRx to allow Fayette County employees and citizens to benefit from a discount program for prescriptions and other medical services.

Background/History/Details:

Coast2CoastRx is endorsed by the Association County Commissioners of Georgia (ACCG) and presents no cost, risk or liability to the County. In addition to prescription savings which averaged 61% nationwide in 2012, the program offers discounts on lab work, imaging, dental, vision, hearing, diabetics and veterinary services. The card is provided by Financial Marketing Concepts, Inc. of Ponte Vedra Beach, Florida, and they will do all the marketing, administration and card distribution so no County staff time will be required. The program will pay the County a royalty of $1.25 every time a card holder uses the Coast2Coast Rx Card to fill a prescription.

Additional backup material along with the contract which has been approved by legal is attached for your review.

What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into a one year agreement with Coast2CoastRx Discount Card Program at no cost to the County and to authorize the Chairman to sign the contract and any other necessary documents.

If this item requires funding, please describe:

Not Applicable.

Has this request been considered within the past two years?	No	If so, when?	
Is Audio-Visual Equipment Required for this Request?*	No	Backup Provided with Request?	Yes

**** All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.***

Approved by Finance	Yes	Reviewed by Legal	
Approved by Purchasing	Not Applicable	County Clerk's Approval	Yes
Administrator's Approval			

Staff Notes:

As long as the agreement with Coast2Coast Rx is in full force, then every time a cardholder purchases a prescription through a participating pharmacy using a Coast2Coast Rx Card coded to the County, and Financial Marketing Concepts (FMC) receives compensation for that prescription, FMC will pay Fayette County one dollar and twenty five cents ($1.25) per paid claim on a monthly basis. Staff recommends accounting for all funds received through this program to offset future health contribution costs.

Coast2CoastRx™

Officially Endorsed By: ACCG

Key Points for Georgia Counties

1. There is absolutely no cost, risk or liability to the county or county residents.

2. We have a very simple 3-page contract that has been approved by ACCG counsel. The contract is for a term of one year and the county can terminate the agreement at any time with only a 30-day notice.

3. Our cardholders enjoyed nationwide average annual savings of 55% in 2011 and 61% in 2012! Most of our competitors averaged only 20% to 30%.

4. We are 100% HIPAA compliant. Cardholder information is held in strictest confidence. We do not rent or sell cardholder information under any circumstances. And, we never contact our cardholders for any reason or market any other products to them.

5. No county personnel time is required. Our company does all of the marketing, administration and distribution.

6. Our company pays a $1.25 royalty to counties and a $.40 royalty to ACCG. The royalty does not increase the price cardholders pay for their prescriptions. Other programs that pay a royalty increase the price their cardholders must pay.

7. Counties that have switched to our program from the NACo/Caremark program have experienced an increase in monthly fills by as much as 100 times!

8. Our program provides county residents with other valuable discounts at absolutely no cost and with no limits on usage:

    - Lab – save 50% - 80%
    - Imaging – save 50% - 80%
    - Dental - save up to 50%
    - Vision – save up to 50%
    - Hearing – save up to 35%
    - Diabetics – save up to 50%
    - Veterinary Services – save up to 25%

9. Our program includes, also at no cost, the WellCard Health program (www.WellCardHealth.com) for all full-time, part-time and retired county employees and their families. In addition to the 8 benefits of the *Coast2CoastRx* Card for county residents, it also includes a discount PPO network and six other discounted benefits. This helps any county employee that may not have the county health insurance program and also covers his/her spouse and children.

Coast2CoastRx™

Officially Endorsed By:

Frequently Asked Questions

1. Who is providing the discount card?

Financial Marketing Concepts, Inc. of Ponte Vedra Beach, Florida provides the ***Coast2CoastRx*** Discount Card. More than 59,000 pharmacies, including all chains and most independents, participate in the program.

2. What does a county need to do to participate in the program?

A county that would like to participate in the ***Coast2CoastRx*** Discount Card Program simply needs to:

1. Endorse the program through Board approval.
2. Execute a short 3-page agreement that has been approved by ACCC counsel.
3. Schedule a press conference to announce the launch of the program or ***Coast2CoastRx*** will draft a press release for County approval. Media coverage is crucial for a successful program.

3. How does *Coast2CoastRx* calculate their savings percentage?

Coast2CoastRx calculates their savings percentage by including all claims regardless of if they receive a discount. If a claim does not receive a discount, the claim is figured as a 0% discount and averaged in with all claims that do receive a discount. The average discount in 2012 for all ***Coast2CoastRx*** claims was 61%.

4. Has the *Coast2CoastRx* Program been thoroughly vetted by other counties and state associations?

Yes, the ***Coast2CoastRx*** program has been thoroughly vetted and approved by eight (8) state associations of counties (including ACCG) and more than 300 counties, cities and other governmental agencies. They have spoken with counties and state associations that currently have the ***Coast2CoastRx*** program. They have compared the results of the ***Coast2CoastRx*** program with other programs and also compared pricing at retail pharmacies and not relied on website pricing tools that are unreliable and inaccurate.

5. How will *Coast2CoastRx* transition counties from the NACo/Caremark program?

Coast2CoastRx has already transitioned more than 100 counties from the NACo/Caremark program. The ***Coast2CoastRx*** "Implementation Team" will distribute cards to all participating pharmacies and other locations as directed by the County. These cards are active at the time of placement. Any current cardholder will be able to switch from his or her current card to the ***Coast2CoastRx*** Card. Press releases and press conferences will emphasize that the cards are already in the marketplace. Once all of the distribution locations have been visited, the county will ask NACo to turn off their current card code.

Coast2Coast Rx Card County Participation Agreement

THIS PARTICIPATION AGREEMENT dated this _____ day of _____, 2013, 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 **Fayette County**, a political subdivision in the State of Georgia, hereinafter "COUNTY" with its principal place of business at 140 Stonewall Avenue West, Suite 100, Fayetteville, GA 30214.

WITNESSETH:

WHEREAS, Georgia Counties maintain county boards of health to conduct local health assessment needs and health planning in the areas of public health, mental health, developmental disabilities, and addictive diseases, and

WHEREAS, county residents without access to affordable primary care facilities and preventive medical services including prescriptions often rely upon costly emergency room care for treatment, and

WHEREAS, Georgia Counties are experiencing a growing cost in providing health and human services with their greatest expenditures being for uncompensated and indigent health care costs, followed by emergency medical services, hospitals, public health, and public welfare and social services, and

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*** Card to its residents at no cost to the COUNTY, and

WHEREAS, COUNTY is desirous of providing the ***Coast2Coast Rx*** 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*** 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; hearing; Diabetes Savings Program; imaging and lab tests; discounted veterinary services; and other complimentary discounted services that might be added in the future.

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 long as cardholders with Coast2Coast Rx Cards linked to County's code 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 pharmacy

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*** 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 Coast2Coast Rx Card, search for participating pharmacies, and search for the price of their specific medication(s).

f. FMC, with COUNTY's approval, will promote the Coast2Coast Rx Card in all appropriate media formats, including newspaper, radio, television and internet.

g. FMC and its Pharmacy Benefit Manager will not use any cardholder 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 cardholder 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.

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*** 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 Georgia and venue for any proceedings shall be in Fayette County.

7. **Use of County Seal.** As a program participant with **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*** 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 Coast2Coast Card, on the private label county website described in this Agreement 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 have hereunto signed this Agreement on behalf of the corporate entity for which they have legal authority to enter into.

FAYETTE COUNTY, GA

Date:_____ BY_____

Financial Marketing Concepts, Inc.

Date:_____ By: _____
Edward W. Rahn
President

Schedule "A" FOR FAYETTE COUNTY, GA

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 cardholder purchases a prescription through a participating pharmacy using a Coast2Coast Rx Card coded to County, 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.

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 filled prescription that is coded to County and 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 filled prescription that is coded to County and that FMC has received compensation for.

Name & title of person(s) to receive reports and royalty check every month:

_____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

If County Contact for ongoing matters is different than above, please provide the contact's name:

_____
Name & title of contact

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

FMC Initials _____ County Initials _____

ADDITIONAL DOCUMENTS NEEDED FROM COUNTY:

At the time of execution of the Coast2Coast Agreement, please have the Board Chair or other Board Member sign and title his/her name to the attached Word Document titled "Announcement to County Pharmacies." The person executing the document needs to type in this information, as the letter will be copied to use at all area pharmacies.

This document needs to be returned in Word.

We would appreciate the scanning of the executed agreement and the pharmacy letter so that it can be forwarded via email to Laura Garcia at Coast2Coast: laura@c2crx.com At the same time please send a high resolution of the county seal/logo to Laura in a jpg, tif, eps or similar file (please don't send county seal/logo in Word).

The second document (County distribution form) that Coast2Coast will need is a list of all County Departments, facilities and social/community organizations that Coast2Coast needs to distribute cards. Coast2Coast will distribute to pharmacies and libraries automatically. While we don't need the County distribution form at the time of the execution of the agreement, we do need the County to identify the person that will be completing this form in the near future.

_____

Name & Title of Person Completing the County Distribution Form

_____

Contact's Phone Number & email address