

## Memorandum

**To :** Santa Fe Board of County Commissioners

**From :** Steve Shepherd  
SF County Health & Human Services Division

**Date :** June 3, 2011

**Subject:** **Approve a Professional Services Agreement with Financial Marketing Concepts Inc. For the provision of a prescription and other health services and products discount card to the residents of Santa Fe County.**

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### Issue:

Santa Fe County has the opportunity to switch prescription and health services discount card providers. A Professional Services Agreement (PSA) needs to be approved so that a new provider can deliver this service.

### Background:

Santa Fe County has worked with the National Association of Counties to issue a prescription discount card since the last two months of fiscal year 2006. The program has served Santa Fe County residents well. We have achieved an average per prescription price savings of \$ 12.08, and an average per prescription percentage savings of 21.72% over the life of the program. 63,287 plan priced prescriptions have been filled by constituents through April 2011.

Santa Fe County has negotiated with representatives of Financial Marketing Concepts d/b/a the Coast 2 Coast discount card program. They have represented improved benefits to constituents, and the County. Some of the major benefits are:

A 39.5% per prescription savings to the constituent representing an average saving of \$ 24.25. Some counties have achieved saving of 50%+ on covered drugs.

Additional savings are available for Doctor, Dental, Vision, Surgical, Imaging, and Lab services. Savings are also available for Hearing Aids, Diabetic Services and Supplies, Assistance in Understanding Medical Bills, Vitamins and other daily Healthcare Supplies.

The distribution company will work directly with pharmacies to distribute cards

A royalty fee of between \$ 1.25 will be paid to the county per non-generic prescription, depending on volume

The program is very similar to the current program, and should not cause excessive demands on staff to implement

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**Santa Fe Board of County Commissioners**  
**May 23, 2011**  
**Page #2**

**Staff Recommendation:**

Staff recommends that the BCC approve the Professional Services Agreement with Financial Marketing Concepts d/b/a the Coast 2 Coast discount card program.



Comparison between NACO Discount Drug Card\Coast 2 Coast Card			
Comparison Criteria	NACO Discount Card	Coast 2 Coast Discount Card	Notes
Cost to County	FREE	FREE	
Cost To Residents	FREE	FREE	
Card Overs Entire Family	YES	YES	
Average 2010 Savings	24%	39.5-45%	21.70% is the highest annual savings rate we have achieved with the NACO Card
Handles Administration for County	NO	YES	
Distributes Cards to County Pharmacies	NO	YES	
Direct Mails Cards	NO	NO	
Distributes Cards to County Departments	NO	YES	
Requires County Personnel Time			HHS will provide limited distribute via the Mobile Healthcare Van, Mail for Phone Requests, and Senior Centers
Bi-Monthly Contact with Pharmacies	YES	NO	
English Front/Spanish Back on Card (Full)	NO	YES	
Some Pet Medications Covered	YES	YES	
Royalty Paid to County for Filled Prescriptions	NO	YES	
Non-Exclusive Agreement	NO	YES	
Laboratory Services	NO	Up to 60% Discount	Need to fix Laboratory locations.
X-Ray, MRI, and Imaging Services	NO	Up to 70% Discount	Have located Imaging Centers.
Doctor Visits	NO	Up to 25% Discount	
Dental Services	NO	Up to 50% Discount	
Vision Services	NO	Up to 50% Discount	
Surgical Centers	NO	Up to 80% Discount	
Hearing Care Services	NO	Up to 15% Discount	
24/7 Doctor Phone and E-Mail Services to MDs	NO	Up to 65% Discount	
Diabetic Care Services & Supplies	NO	Up to 10% Discount	
Vitamins and Daily Living Products	NO	Up to 10% Discount	
Medical Bill Help	NO	Up to 65% Discount	
Term of Agreement	One Year or More	One Year with 30 Day Termination Clause at Anytime	Our Initial Contract with NACO was for 3-4 Years

**SANTA FE COUNTY  
SERVICES AGREEMENT  
WITH FINANCIAL MARKETING CONCEPTS, INC.  
TO PROVIDE PRESCRIPTION CARD SERVICES**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Santa Fe County, (hereinafter referred to as "the County"), and Financial Marketing Concepts, Inc., a Florida corporation with a principal address located at 100 Executive Way, Suite 214, Ponte Vedra Beach, Florida, 32082, and licensed to do business in New Mexico (hereinafter referred to as he "Contractor").

**WHEREAS**, Contractor has created a discount prescription card, the Coast2Coast RX card, which provides discounts on prescription drugs, lab tests and imaging tests to Santa Fe County residents;

**WHEREAS**, Contractor will provide to the County its Coast2Coast Rx discount prescription card to its residents at no cost to the County;

**WHEREAS**, the County desires to engage the Contractor to render the needed prescription services to the County for use by its residents, and the Contractor is willing to render such services; and

**WHEREAS**, the County requires these services and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

**1. SCOPE OF WORK**

The Contractor shall complete the following as specifically set forth below and upon the contract being fully executed by the parties:

- A. **Benefits.** Contractor shall provide the Coast2Coast RX discount prescription card at no cost to the County, and will pay County a royalty for each prescription filled under its unique code that results in a paid claim as listed on Attachment "A," that is attached and incorporated herein to this Agreement. In addition to the discounts on prescriptions, the card also offers discounts on imaging and lab tests through an arrangement with specified imaging companies located in Santa Fe County. The holders of the discount prescription card may also be eligible for other healthcare discounts as set forth in Attachment "B" to this Agreement.
- B. **Contractor Obligations.** Contractor shall provide to the County the opportunity to provide its residents the Coast2Coast discount prescription card at no cost to the County or to the cardholder, and will pay a royalty to the County based on the use thereof for the Coast2Coast prescription card. The royalty will be paid at its full rate as listed on Attachment "A", attached and incorporated herein, so long as County does not endorse another discount prescription card during the term of this Agreement. In the event the

County does execute an agreement with another discount prescription card after the execution of this Agreement, Contractor will reduce the royalty listed in Schedule "A" to twenty-five cents (\$0.25) for every prescription filled that results in a paid royalty claim to Contractor. The Contractor shall provide and distribute information related to this Agreement on the prescription card, the County website and Contractor's website.

- 1) Contractor shall print and distribute the prescription cards for the County at Contractor's sole expense, provide customer assistance and a toll free phone number for consumers seeking customer assistance or problem resolution related to the prescription cards.
- 2) Contractor shall handle all the distribution, claims and administration of the prescription card including providing monthly usage reports to the County. The usage report will contain the following information: number of utilizing members, net claims, numbers of brand and generic prescription filled, gains in such areas referenced above and other information related to the providing of services under this Agreement, including lab and imaging services. Contractor will assign a unique Group Code to the County for cards printed by Contractor so that County's royalty can be tracked when the card is used at participating pharmacies by County residents. Reports shall be due to the County by Contractor within thirty days following the month where the services were used or received.
- 3) Contractor shall distribute its Coast2Coast Rx cards to all participating pharmacies in the County and to other such governmental offices (such as libraries, health departments, etc.) and as otherwise designated by the County.
- 4) Contractor shall 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 shall have the ability to print the card from such website.
- 5) Contractor, at its sole expense, shall promote the card for the County in all media formats, including newspaper, radio and the internet through press releases and in conjunction with the County's efforts to promote the card to its residents. Contractor shall provide the County with notice of its efforts for such promotion and marketing efforts and consult with the County prior to proceeding with any promotion, marketing and distribution efforts of the card or modifications of such.
- 6) Contractor agrees to keep any information of potential or actual card holders that is or may be obtained in connection with this Agreement confidential and use it only in connection with this Agreement and the purposes intended hereunder. Any information that the card holder has not agreed to release by an explicit written waiver shall also remain confidential. Contractor shall not be provided with any protected health information and agrees that such information is and shall remain confidential if such information is obtained by the Contractor in accordance with applicable state and federal law.

C. County's Obligations: County shall provide the opportunity for its residents to receive Contractor's Coast2Coast Rx discount perception card and will assist Contractor in promoting the card to its residents through local media and through the County's Public Information Officer as deemed appropriate by the County Manger and as budget permits at the sole discretion of the County.

- 1) For the consideration by Contractor under this Agreement, the County grants to Contractor, and Contractor accepts, a nonexclusive, limited and revocable at will license to use the County Seal in connection with the Coast2Coast Rx discount prescription card program as described in this Agreement, and Contractor has the right to use the 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 during the term of this and only with prior County approval for each such use proposed by Contractor.

## 2. COMPENSATION

In consideration of its obligations under this Agreement the County shall be compensated in accordance with Attachment "A" attached and incorporated herein. County shall not pay Contractor for its services under this Agreement but will allow the contractor certain permissions as otherwise provided for in this Agreement.

## 3. EFFECTIVE DATE AND TERM

This Agreement shall, upon due execution by all parties, become effective as of the date the last party to this Agreement signs and when the current prescription card program terminates. After commencement of this contract, this contract shall be for a two year term and terminate two years after its effective date, unless earlier terminated pursuant to Section 4, "TERMINATION," of this Agreement. Royalty to the County will continue to be paid by Contractor as long as its residents continue to fill prescriptions under this program, as long as Contractor receives its compensation for those prescriptions, and as long as this Agreement has not been terminated by County.

## 4. TERMINATION

- A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.
- B. Termination for Convenience of the County. Notwithstanding other provisions in this Agreement, the County may, in its sole discretion, terminate this Agreement at any

time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice.

**5. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use the County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

**6. PERSONNEL**

- A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.
- B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel: (i) shall not be employees of nor have any contractual relationships with the County; and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

**7. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

**8. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

**9. INDEMNITY**

- A. The Contractor shall defend, indemnify, and hold harmless the County and its Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees), whatsoever, resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

- B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.
- C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

#### **10. RECORDS AND INSPECTIONS**

- A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, or this Agreement, the Contractor agrees to: (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP") and permit County to receive copies of any and all records related to this Agreement and created pursuant to this Agreement.
- B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

#### **11. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.



**12. PERMITS, FEES, AND LICENSES**

The Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder. The Contractor shall be authorized to do business in New Mexico and provide the County with the name of its New Mexico registered agent. Proof of such documents shall be provided to the County prior to execution of the Agreement.

**13. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its Elected Officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

**14. CONFIDENTIALITY**

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the County.

**15. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHTS**

- A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.
- B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

**16. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

**17. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1, "SCOPE OF WORK," of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

**18. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**19. EQUAL OPPORTUNITY COMPLIANCE**

- A. The Contractor agrees to abide by all Federal, State, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.
- B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

**20. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

**21. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

- A. In performing its obligation hereunder, the Contractor shall comply with all applicable laws, ordinances, and obligations.
- B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. The Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be the federal and state district courts of New Mexico, located in Santa Fe County.
- C. Contractor warrants that it is licensed to do business in New Mexico and shall provide such proof to the County prior to commencing services.

**22. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Section 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

**23. NO THIRD-PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

**24. FACSIMILE SIGNATURES**

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes and the parties signing this Agreement have full authority to lawfully enter into this Agreement.

**25. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 2, "COMPENSATION AND INVOICING", of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

**26. NEW MEXICO TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, et seq.

**27. INSURANCE**

- A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.
- C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.
- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of

- D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.
- E. Malpractice/Errors and Omissions Insurance. Contractor shall procure and maintain during the life of this Agreement professional liability or errors and omissions insurance in amounts not less than \$1,000,000 per occurrence, \$2,000,000 per aggregate.

**28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

The Contractor hereby represents and warrants that:

- A. It is a corporation duly organized and in good standing under the laws of the State of Florida and licensed to do business and in good standing in New Mexico.
- B. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.
- C. This Agreement and the Contractor's obligations hereunder do not conflict with the Contractor's articles of incorporation or by-laws or any corporate resolution adopted by the Contractor.
- D. Contractor is authorized to do business in the State of New Mexico and is in good standing with the Corporations Bureau of the Public Regulation Commission. It will maintain throughout the life of this Agreement, its registration, licensure to conduct business in the State of New Mexico.

**29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

**30. NOTICES**

All notices required to be given to the County under this Agreement shall be mailed (pre-postage paid) to:

Santa Fe County  
Health and Human Services Division of Community Services Department  
Attn: Stephen Shepherd  
Santa Fe County  
P.O. Box 276  
Santa Fe, NM 87504-0276

AND

Steve Ross, County Attorney  
Santa Fe County Attorney's Office  
P.O. Box 276  
Santa Fe, NM 87504-0276

All notices required to be given to the Contractor under this Agreement shall be mailed (pre-postage paid) to:

Financial Marketing Concepts, Inc.  
Attn: Martin K. Dettelbach, Chief Marketing Officer  
100 Executive Way, Suite 214,  
Ponte Vedra Beach, Florida, 32082

AND

Registered Agent for Contractor

Corporation Service Company  
125 Lincoln Avenue  
Suite 223  
Santa Fe, NM 87501

**31. SURVIVAL**

The provisions of following paragraphs shall survive termination of this Contract; INDEMNITY, RECORDS AND INSPECTION, RELEASE, CONFIDENTIALITY, COPYRIGHT, COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW, NO THIRD-PARTY BENEFICIARIES, NEW MEXICO TORT CLAIMS ACT, INSURANCE, AND SURVIVAL.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as set forth below and in conformance herein.

**SANTA FE COUNTY**

\_\_\_\_\_  
Virginia Vigil, Chairperson  
Santa Fe County Board of Commissioners

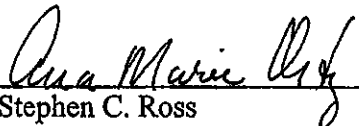
\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Valerie Espinoza, Clerk

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Stephen C. Ross  
Santa Fe County Attorney

6-3-11  
Date

**FINANCE DEPARTMENT APPROVAL**

  
\_\_\_\_\_  
Teresa C. Martinez  
Santa Fe County Finance Director

6/6/11  
Date

**FINANCIAL MARKETING CONCEPTS, INC.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name and title)

**FEDERAL IDENTIFICATION NUMBER: 59-3160459**

**Attachment "A"**  
**ROYALTY**

**1) Coast2Coast Rx Card:**

FMC agrees to pay the COUNTY a royalty as set forth below:

**Royalty Paid to County**

- A) Every time a card member purchases a non-generic prescription through a participating pharmacy using the COUNTY's unique code, and FMC receives compensation for that prescription, FMC shall pay the COUNTY One Dollar and Twenty-Five cents (\$ 1.25). Payment of the royalty will not apply to low cost, generic prescriptions that FMC does not receive compensation for, and the COUNTY will not be paid a royalty for these prescriptions.
- B) In the event the 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 (\$ 0.25) per non-generic prescription that FMC has received compensation for.
- C) In the event the 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 (\$ 0.25) per non-generic prescription that FMC has received compensation for.

Royalties will be paid within Thirty (30) days in the month following the month in which prescriptions were filled, so that prescriptions filled during January will be paid the first week of March and will be paid every month thereafter. Royalty payments will be made out to the County of Santa Fe.

## ATTACHMENT "B"

### COAST2COAST CARD DISCOUNTS OFFERED

1) Discounts Provided:

FMC shall provide the following discounted goods and services to COUNTY resident cardholders:

- A) Prescription Drugs
- B) X-Ray, MRI, and Imaging Services; and
- C) Lab Services

2) FMC may also provide the following discounted goods and services:

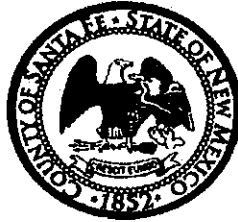
- A) Physician and Ancillary Provider Visits
- B) Dental Fees
- C) Vision Services and Eyewear
- D) Surgical Center Services
- E) Phone and Email Access to Physicians
- F) Hearing Aids
- G) Diabetic Care Services
- H) Vitamins
- L) Help Understanding Medical Bills and Help with Negotiating the Bills
- M) Daily Living Products (Health Related)



Daniel "Danny" Mayfield  
*Commissioner, District 1*

Virginia Vigil  
*Commissioner, District 2*

Robert A. Anaya  
*Commissioner, District 3*



Kathy Holian  
*Commissioner, District 4*

Liz Stefanics  
*Commissioner, District 5*

Katherine Miller  
*County Manager*

Dave Sperling  
*Interim Fire Chief*

**Date:** June 14, 2011  
**To:** Board of County Commissioners  
**From:** David Sperling, Interim Fire Chief *DSAB*  
**Re:** Resolution to Ban the Sale and Use of Certain Fireworks  
Emergency Ordinance Imposing Restrictions on Open Fires

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Due to the extreme drought conditions and high fire danger throughout the County, the fire department requests Board of County Commission approval of a ban on the sale and use of certain fireworks in the unincorporated portions of the county and within wildlands of the county. This ban would be effective immediately and shall remain in place for 30 days. It may be reissued if extreme conditions warrant; it may also be modified or rescinded if weather and drought conditions improve.

This resolution is in addition to the emergency ordinance declaring hazardous fire conditions and restricting open fires and other ignition sources. Once again, the fire department is asking for Board approval to reissue the emergency ordinance for another 30 days. Both of these tools will allow us to reduce the threat of accidental fires through the month of June, normally our busiest month for wildland fires, and through the fourth of July holiday.

Thank you for your consideration.

# SANTA FE COUNTY

## ORDINANCE NO. 2011-\_\_\_\_\_

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### AN EMERGENCY ORDINANCE DECLARING HAZARDOUS FIRE CONDITIONS AND IMPOSING RESTRICTIONS ON OPEN FIRES, SMOKING AND OTHER IGNITION SOURCES

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BE IT ORDAINED by the Board of County Commissioners of Santa Fe County, New Mexico, that because the current dry conditions and fire hazards represent a significant and imminent threat to safety, health and welfare in Santa Fe County, the following prohibitions are hereby **ADOPTED**:

1. Pursuant to NMSA 1978, Section 4-37-1 and NMSA 1978, Section 59A-52-18, the following are prohibited for a period of thirty (30) days commencing on June 14, 2011, within the unincorporated areas of Santa Fe County:
  - a. Campfires;
  - b. Open fires of any kind;
  - c. Open burning of vegetation or rubbish;
  - d. Smoking within a County park, campground or any wild land area except within an enclosed vehicle or building which is specifically authorized for such and is exempt from the NM No Smoking in Public Facilities Act;
  - e. Littering on public roadways/areas with ignited smoking materials;
  - f. Use of off-road vehicles and motor bikes within county parks, campground and wild land areas;
  - g. Issuance of licenses or permits for open burning.
2. Nothing herein shall be construed to limit the authority or responsibilities of the Santa Fe County Fire Marshal or the Santa Fe County Sheriff under the provisions of other ordinances.
3. Any individual, firm, partnership or other entity found violating this emergency ordinance shall be punished by imprisonment for up to ninety (90) days or a fine not to exceed three hundred dollars (\$300.00), or both, plus restitution ordered by a Court for damages caused by the violation of this Ordinance.

This Ordinance shall take effect immediately and shall remain in effect for thirty (30) days.

**APPROVED, ADOPTED AND PASSED** this 14<sup>th</sup> day of June, 2011.

**BOARD OF COUNTY COMMISSIONERS**

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Virginia Vigil, Chair

Attest:

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Valerie Espinoza,  
Santa Fe County Clerk

Approved as to form:



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Stephen C. Ross,  
Santa Fe County Attorney

**SANTA FE COUNTY**  
**Resolution No. 2011-**

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**A RESOLUTION TO PROCLAIM EXTREME OR SEVERE DROUGHT  
CONDITIONS WITHIN SANTA FE COUNTY AND TO BAN THE SALE AND  
USE OF CERTAIN FIREWORKS IN THE UNINCORPORATED PORTIONS OF  
THE COUNTY AND WITHIN WILDLANDS IN THE COUNTY**

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**WHEREAS**, an immediate and present danger of range fires, brush fires, grass fires, forest fires and structure fires exists within Santa Fe County due to persistent drought and lack of moisture;

**WHEREAS**, current fire conditions such as low humidity, dry weather, wind and fire fuel content have resulted in conditions of very high risk of fires;

**WHEREAS**, given these circumstances, the probability of ignition of materials and the spread of fire is very high and poses a severe threat to persons and property;

**WHEREAS**, current drought indices published by the National Weather Service and other relevant information supplied by the United States Forest Service further indicate extreme or severe drought conditions;

**WHEREAS**, the health, safety and welfare of citizens are in danger as a result of such conditions; and

**WHEREAS**, NMSA 1978, § 60-2C-8.1(E) (1999), et seq., provides that the Board of County Commissioners of the County of Santa Fe may, after hearing, declare that extreme or severe drought conditions exist, and proclaim certain restrictions on the sale and use of fireworks.

**NOW, THEREFORE, THE BOARD OF COUNTY COMMISSIONERS  
HEREBY RESOLVES AND PROCLAIMS AS FOLLOWS:**

1. There currently exists within the unincorporated portions of Santa Fe County extreme and severe drought conditions, creating a significant and immediate threat to the life, safety, health and welfare of residents of Santa Fe County, and to public and private property located within Santa Fe County.

2. The sale and use of missile-type rockets, helicopters, aerial spinners, stick-type rockets and ground audible devices are banned within the affected drought area, which includes all unincorporated portions of Santa Fe County.

3. The use of fireworks not listed in Paragraph 2 above is limited to areas that are paved or barren or that have a readily accessible source of water for use by the homeowner or the general public.

4. The use of all fireworks within wildlands in Santa Fe County is banned, the State Forester having been consulted as required by statute and having concurred with such ban.

5. The sale and use of display fireworks are banned within the unincorporated portions of Santa Fe County.

6. Public displays of fireworks as defined by Santa Fe County Ordinance No. 1988-3 shall be permitted.

7. This Resolution and Proclamation shall be effective for 30 days from the date below, but may be reissued if extreme or severe drought conditions warrant. Further, this Resolution and Proclamation may be modified or rescinded within the 30 days of their effectiveness if the Board of County Commissioners, after conducting an emergency hearing, determines that weather conditions have improved.

**PASSED, APPROVED, AND ADOPTED this 14<sup>TH</sup> day of June 2011 by the Board of County Commissioners of the County of Santa Fe.**

**THE BOARD OF COUNTY COMMISSIONERS OF  
THE COUNTY OF SANTA FE**

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**Virginia Vigil, Chairman**

**Attest:**

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**Valerie Espinoza, County Clerk**

**Approved as to form:**



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**Stephen C. Ross, County Attorney**