

**City of Carson City  
Agenda Report**

**Date Submitted:** September 11, 2012

**Agenda Date Requested:** September 20, 2012

**Time Requested:** Consent

**To:** Carson City Board of Supervisors

**From:** Health & Human Services Department (Marena Works)

**Subject Title:** For Possible Action: Action to accept a grant in the amount of \$20,000 in wages for a part time employee and up to \$10,000 to cover other expenses for one year from NeedyMeds. This grant will be effective as of October 15, 2012. The purpose of this grant is to hire an Advocate to promote the NeedyMeds drug discount card and to assist the residents of Carson City to find, apply to and benefit from various programs that assist individuals with their medicine and healthcare costs.

**Staff Summary:** NeedyMeds is a 501(c)(3) non-profit information resource devoted to helping people in need find assistance programs to help them afford their medications and costs related to health care. With the free NeedyMeds Drug Discount Card individuals can save up to 80% off the price of their prescription medications. The card may be used by those without insurance and by those who decide not to use their insurance. Carson City is being offered this demonstration grant to see if an impact can be realized in the number of people using a drug discount card. This card is valid on name brand and generic drugs.

**Type of Action Requested:** (check one)  
 Resolution  Ordinance  
 Formal Action/Motion  Other (Specify) Information Only

**Does This Action Require A Business Impact Statement:**  Yes  No

**Recommended Board Action:** I move to approve the acceptance grant in the amount of \$20,000 in wages for a part time employee and up to \$10,000 to cover other expenses for one year from NeedyMeds. This grant will be effective as of October 15, 2012. The purpose of this grant is to hire an Advocate to promote the NeedyMeds drug discount card and to assist the residents of Carson City to find, apply to and benefit from various programs that assist individuals with their medicine and healthcare costs.

**Explanation for Recommended Board Action:** This program fits into the 10 Essential Public Health Services in the area of *Monitor* health status to identify and solve community health problems and Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

**Applicable Statute, Code, Policy, Rule or Regulation:**

**Fiscal Impact:** N/A

**Explanation of Impact:** N/A

**Funding Source:** NeedyMeds

**Alternatives:** Do not approve

**Supporting Material:** Grant Agreement

**Prepared By:** Marena Works, MSN, MPH, APN

**Reviewed By:** Marena Works  
(Department Head)

Date: 9/11/12

[Signature]  
(City Manager)

Date: 9/11/12

[Signature]  
(District Attorney)

Date: 9/11/12

Nancy Paulson  
(Finance Director)

Date: 9/11/12

**Board Action Taken:**

Motion: \_\_\_\_\_

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

Aye/Nay

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Vote Recorded By)

## COMMUNITY ACCESS TO MEDICATION PROGRAM PARTNERSHIP AGREEMENT

This Agreement is entered into as of 10/15/2012 (the "Effective Date") between NeedyMeds, Inc., P.O. Box 219, Gloucester, MA 01931 (hereinafter "NeedyMeds") and Carson City Health and Human Services (hereinafter "Partner"), 900 E Long Street Carson City Nevada 89706.

### DEFINITIONS

**"Advocate"** refers to an employee of the Partner whose function is to inform the community of the components of CAMP, provide public education of the CAMP components via interviews, public speaking engagements, appearances in the media, and other appropriate means.

**"Community Access to Medication Program"** (CAMP or Program) refers to a program designed by NeedyMeds to improve the residents of a defined geographic area ability to find, apply to, and benefit from various programs that assist individuals with their medicine and healthcare costs.

**"Drug Discount Card"** refers to card (plastic, paper, or electronic format) that offers a discount on prescription drugs, over-the-counter medicines and medical supplies, and pet prescription drugs purchased at a pharmacy.

**"PAPTracker"** refers to web-based software owned by NeedyMeds that simplifies and automates the processing of patient assistance program applications.

**"Patient Assistance Programs"** (PAPs) refers to programs established and operated by pharmaceutical manufacturers that provide free or low-cost medications to individuals who meet their program eligibility guidelines.

**"Presentation"** refers to the use of the drug discount card to determine the savings for a specific drug. The information on presentations is supplied to NeedyMeds by Argus Health Systems and accepted as true, complete and accurate.

**"Transaction"** refers to the use of the drug discount card to purchase a product. The information on transactions is supplied to NeedyMeds by Argus Health Systems and is accepted as true, complete and accurate.

### FULFILLMENT

NeedyMeds will:

1. Provide Partner with a one-year grant of \$20,000 to cover the cost of a part-time employee ("Advocate"). Payment will be made in four quarterly payments of \$5,000 each with the first payment on 10/15/2012 and subsequent payments on 01/15/2013, 04/15/2013 and 07/15/2013.
2. Provide Partner with up to \$10,000 to cover other expenses (printing, travel, office supplies, use of PAPTracker, etc.) Expenses must be pre-approved by NeedyMeds and will be paid monthly based on submitted receipts, invoices, etc.
3. Provide Partner at no cost custom designed drug discount cards with identification numbers for tracking usage.
4. Provide Partner and Advocate with appropriate training and administrative support for the successful execution of the CAMP.

5. Provide monthly reporting to the Partner's director and Advocate on PAPTracker and drug discount card use, savings and other statistics as mutually agreed upon. Drug discount card reporting will be sent within 60 days of the end of the month and PAPTracker reporting will be sent within 30 days of the end of month
6. Provide copies of written material to support the Advocate's activities.
7. Provide Partner 25¢ for each completed drug discount card transaction payable within 60 days of the end of the month
8. Jointly with Partner evaluate the performance of the Advocate
9. Not actively search for other partners within the services area of the Partner
10. Work with Partner to develop promotional and publicity material and participate in such efforts.

Partner will:

1. Find, employ and supervise the Advocate
2. Provide an appropriate workplace including basic support such as a desk, chair, computer with Internet access, telephone and other office supplies and equipment necessary to function in this role
3. Provide NeedyMeds with monthly statistics on the activities of the Advocate including, but not limited to:
  - a. Log of activities including presentations, outreach efforts, volunteer training, and other activities related to promoting the CAMP
  - b. Locations in community distributing the card or utilizing PAPTracker
  - c. Hours worked per week
4. Submit to NeedyMeds for approval all material prepared to further CAMP
5. Add to the Partner's website information on the drug discount card with a downloadable version of the drug discount card.
6. Agree not to charge for the drug discount card or any services offered as part of CAMP
7. Agree not to offer or promote any competing PAP application software
8. Agree to participate in publicity related to this CAMP and CAMPs in general, as part of any NeedyMeds' efforts to promote CAMPs in other areas of the country.

**INTELLECTUAL PROPERTY:** NeedyMeds retains all right, title, and interest in and to its Program and Offers, including all intellectual property rights relating thereto, all code, trademarks, trade names, logos and branding associated therewith, and all systems and technology connected with its Program and Offers. Except as expressly provided in this Agreement, Partner, do not acquire any right, title, or interest in or to the Program.

**INDEPENDENT CONTRACTOR:** NeedyMeds is an independent contractor and not an agent, partner, franchisee, distributor or participant of a joint venture of Partner. Neither NeedyMeds nor Partner, nor any agent or employee of either party, is the representative of the other party for any purpose and neither party has the power or authority as agent, employee, or any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

**TERM and TERMINATION:** The initial term of this Agreement shall commence on the Effective Date and continue for one (1) year (the "**Initial Term**"). Renewal of this Agreement is dependent on the success of the Program and the availability of funding. Even if the Program is not renewed, Partner retains the right to continue to distribute the drug discount card.

**ASSIGNMENT:** Partner may assign this Agreement, in whole or in part, only with both parties' written consent.

**REPRESENTATIONS AND WARRANTIES:** NeedyMeds represents and warrants that: (a) it has full power to enter into this Agreement, to carry out its obligations hereunder and to grant the rights herein granted to Partner; (b) the Information is original to NeedyMeds or NeedyMeds has full and sufficient rights to grant to Partner the rights and licenses granted hereunder, without the necessity of any payment or attribution by Partner of any type to any third party; and (c) the Information and the Marks, and Partner's use of the same in any manner contemplated hereunder, does not and will not infringe upon or violate the intellectual property rights of any third party, including without limitation, any copyright, trademark, service mark, trade secret, patent, or right of privacy.

**INDEMNIFICATION:** The parties shall, at their sole cost and expense, indemnify, defend and hold harmless each other, and their respective officers, directors, employees, agents, independent contractors, successors and assigns, from and against all third-party claims, suits, demands, liabilities, losses, damages, costs and expenses, arising from or relating to a claim or allegation that is a result of: (i) a breach of their obligations pursuant to this Agreement, including but not limited to a breach of their representations or warranties; or (ii) a claim that the Information, or any portion thereof, infringes any patent, copyright, trade secret, or any other third party personal or proprietary right within NeedyMeds' control. NeedyMeds shall have no obligation pursuant to the foregoing indemnification provision to the extent that any claim is based on or related to, or arises from, any use of the Information in breach of this Agreement or the unauthorized alteration, modification or unauthorized use of the Information by Partner.

The parties shall promptly give each other notice of any such claim, demand or suit and shall cooperate and provide reasonable assistance in connection therewith. The parties shall defend or settle any such suit, except that a settlement requiring action or inaction shall require both parties' prior approval. Each party may participate in its own defense with counsel of its own choosing, at its own expense.

**LIMITATION OF LIABILITY:** Except for indemnification claims hereunder, under no circumstances shall either party be liable to the other for indirect, incidental, consequential, special or exemplary damages (even if advised of the possibility of such damages) such as, but not limited to, loss of revenue or anticipated profits or lost business. Each party acknowledges that the other party has entered into this Agreement relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. Each party has had the opportunity to consult with counsel about this Agreement.

**CONFIDENTIALITY.** Each party agrees to keep confidential, except as otherwise required by law, all information belonging to the other obtained through the performance of this Agreement that constitutes business, technical, or financial information that is proprietary, confidential, or non-public in nature and that is designated as confidential or proprietary, or which, under the circumstances, reasonably ought to be treated as such. Confidential Information includes, but is not limited to, the specific terms of this Agreement. The foregoing obligations of non-use and non-disclosure shall not apply to, and a party's proprietary rights as outlined hereunder shall not apply to, any materials or information (i) that the receiving party can show is in the public domain through no fault of the receiving party, (ii) that was properly known by the receiving party without obligations of confidentiality prior to disclosure by the disclosing party, (iii) that was independently developed by the receiving party without reference to the Confidential Information of the disclosing party, or (iv) which is publicly disclosed to the receiving party by a third party without obligations of confidentiality.

**GOVERNING LAW:** A party seeking to enforce this contract shall be subject to the laws of the state in which the other party is headquartered and the venue for any claims shall be in the county where the other party is headquartered.

**ENTIRE AGREEMENT; AMENDMENTS:** This Agreement and all exhibits and attachments are the complete and exclusive Agreement between the parties with respect to the subject matter hereof. Amendments to this Agreement must be made in writing and signed by both parties unless otherwise specified in the Agreement. The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**NOTICES:** Any notice by a party under this Agreement shall be in writing and either personally delivered, delivered by facsimile or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the preamble or such other address of which either party may from time to time notify the other in accordance with this Section 11. A copy of all notices to Partner shall be simultaneously sent to: Partner LLC, 111 Eighth Avenue, New York, NY 10013, Attn: General Counsel. All notices shall be in English and shall be deemed effective upon mailing.

**SEVERABILITY:** If any provision herein is held unenforceable, then such provision will be modified to reflect the parties' intention, and the remaining provisions of this Agreement will remain in full force and effect.

**FORCE MAJEURE:** Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authority, fires, floods, earthquakes, environmental conditions, riots, wars, sabotage, strikes or labor disputes, failure of power, cyber attacks, theft, failure of telecommunications lines or compliance with any law, regulation, or order (whether valid or invalid) of any governmental body.

All rights not expressly granted hereunder are reserved by NeedyMeds and Partner.

NeedyMeds

\_\_\_\_\_  
Richard J. Sagall, M.D., President

\_\_\_\_\_  
Date

Partner

\_\_\_\_\_  
Date