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**AGREEMENT
TO PROVIDE
FIXED RATE INSURED PRESCRIPTION DRUG MANAGEMENT SERVICES**

THIS AGREEMENT TO PROVIDE FIXED RATE INSURED PRESCRIPTION DRUG MANAGEMENT SERVICES ("Agreement") is effective as of the 1st day of June 2025, by and between BENECARD SERVICES, LLC ("Benecard"), whose principal place of business is 3131 Princeton Pike, Building 5, Suite 105, Lawrenceville, NJ 08648 and City of Atlantic City ("Group"), whose principal place of business is 1301 Bacharach Blvd., City Hall, Room 416, Atlantic City, NJ 08401.

WITNESSETH THAT:

- A. WHEREAS, Group has undertaken to provide certain of its active employees and their dependents and COBRA eligible members with prescription drug benefits, and,
- B. WHEREAS, Group, having determined the scope and extent of its prescription drug benefits and the participant-contribution level, desires that its benefits be administered on a uniform basis for all its cardholders and dependents according to the Group's plan specifications included as Exhibit A, and,
- C. WHEREAS, Benecard is engaged in the business of providing administrative services in connection with prescription drug benefits for various groups, according to each group's plan specifications, and,
- D. WHEREAS, Group desires that Benecard provide such administrative services for Group's prescription drug benefits as part of an arrangement whereby Group becomes a member of the Benecard Association (the "Association") and a certificate holder of an excess loss insurance policy issued by Insurance Carrier and made available to members of the Association;

Upon complete execution hereof, Benecard and Group hereby acknowledge and agree that this Agreement to Provide Fixed Rate Insured Prescription Drug Management Services shall revise and replace in its entirety the existing Agreement to Provide Fixed Rate Insured Prescription Drug Management Services that was originally effective on June 1, 2023 (fully executed November 1, 2023) and most recently revised and updated by the Second Amendment to Agreement to Provide Fixed Rate Insured Prescription Drug Management Services, effective June 1, 2024 (fully executed on June 20, 2024). The terms and conditions of this new Agreement shall govern and shall discharge and supersede the original agreement between the parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, Group and Benecard hereby agree as follows:

ARTICLE I – DEFINITIONS

The following capitalized terms, including their single and plural forms, shall have the meanings set forth below:

BENECARD MAIL ORDER PHARMACY – means the mail service pharmacy contracted by Benecard or Claims Processor to dispense Prescription Drugs via mail or other parcel delivery service to individuals including Members. All other pharmacies are considered retail Providers and not Benecard Mail Order Pharmacies for purposes of this Agreement even if they dispense by mail

order or other parcel delivery. For purposes of this Agreement, the Benecard Mail Order Pharmacy shall not be considered a representative, subcontractor or agent of Benecard or Claims Processor.

BENECARD SPECIALTY PHARMACY - means a specialty service pharmacy location contracted by Benecard or Claims Processor to dispense Specialty Prescription Drugs via mail or other parcel delivery service to individuals including Members. All other pharmacies, with the exception of Benecard Mail Order Pharmacy specialty pharmacies and maintenance pharmacies are considered retail Providers and not Benecard Specialty Pharmacies for purposes of this Agreement even if they dispense by mail order or other parcel delivery. For purposes of this Agreement, the Benecard Specialty Pharmacy shall not be considered a representative, subcontractor or agent of Benecard or Claims Processor.

BRAND DRUG – means a Prescription Drug manufactured and marketed under a trademark by a specific drug manufacturer.

CARDHOLDER – means one of Group's active employees and COBRA eligible members who satisfy all of the eligibility criteria necessary to receive Prescription Drug benefits under the Plan or an Overage Dependent who is identified by Group to Benecard in accordance with the provisions of this Agreement as eligible for such benefits.

CENSUS CATEGORY – means a classification assigned to each Cardholder by Group and used primarily for billing of monthly Program Charges and which defines the spouse or civil union member and Dependent/Overage Dependent ("OAD") eligibility associated with the individual Cardholder. Categories are as follows: SINGLE for one-party (employee only coverage); MEMBER/SPOUSE for two-party (employee plus spouse or plus individual in a legally recognized domestic partnership or civil union with Cardholder); PARENT/CHILD for two-party (employee plus one dependent child); PARENT/CHILDREN for greater than two-party (employee plus two or more dependent children); FAMILY for greater than two-party (employee plus spouse, or plus individual in a legally recognized domestic partnership or civil union with Cardholder plus one or more dependent children), and Overage Dependent.

CLAIM - means a contractual payment request submitted by a Participating Pharmacy dispensing one or more Prescription Drugs and transmitted in accordance with the electronic transaction standards set forth in 45 CFR Parts 160, 162 and 164.

CLAIM PROCESSOR – means Benecard or a prescription benefit management company or other vendor that has entered into an agreement with Benecard to furnish certain services such as Participating Provider network management, eligibility verification, claims processing, formulary management and other program management services.

CLAIM PAYMENTS – The total of all Plan costs including but not limited to: program administration; pharmacy network contracting and management; transmission, processing and payment of claims including but not limited to drug ingredient costs, pharmacy dispensing and transaction fees, quality management programs, cost containment and clinical program expenses, and incurred but unreported claims.

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CONTRIBUTION – means the deductible amount a Member is required to pay before Prescription Drug benefits are available under Group's Plan or the co-payment amount a Member is responsible to pay for each Prescription Drug covered under Group's Plan. Notwithstanding the foregoing, the Member's co-payment will be the lesser of the amount set forth in Exhibit A or the Usual and Customary Price for such covered Prescription Drug at the dispensing pharmacy.

DEPENDENT – means an individual who satisfies all of the eligibility criteria through a Cardholder necessary to receive Prescription Drug benefits under the Plan and is identified by Group to Benecard in accordance with the provisions of this Agreement as eligible for such benefits. Depending upon Plan design, Dependents may include a spouse, individual in a legally recognized civil union with Cardholder and children of such Cardholder up to age 26 as more specifically defined in Exhibit A.

DIRECT REIMBURSEMENT CLAIM – means a manual claim for direct reimbursement of a Prescription Drug expense submitted by a Cardholder in a format acceptable to Benecard.

DOMESTIC PARTNER - means a same gender domestic partner or other domestic partner under applicable law, rule, regulation and as defined by and eligible for coverage under Group's Plan.

FDA – means the United States Food and Drug Administration.

FORMULARY – means one or more lists, made available by Benecard to Cardholders, of Preferred Drugs.

GENERIC DRUG – means a Prescription Drug identified by the FDA as bio-equivalent to a specific Brand Drug. A Generic Drug is usually identified by its chemical name.

GROUP'S PLAN SPECIFICATIONS or PLAN SPECIFICATIONS – means a description of the Group's Plan related to Prescription Drug benefits and limitations thereto, including the framework of policies, interpretations, rules, practices and procedures applicable to such benefits, required by Group and set forth in Exhibit A to this Agreement. The Plan Specifications shall not include any amendments except as provided in Article II.C. of this Agreement.

HIPAA – means the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations.

HIPAA PRIVACY RULE - means the final rules and regulations related to the use and disclosure of patients' Protected Health Information under 45 CFR Parts 160 and 164.

HIPAA SECURITY RULE – means the final rules and regulations establishing security standards for the protection of electronic protected health information under 45 CFR Parts 160 and 164.

IDENTIFICATION CARD – means a card containing specific information concerning a Group, a Cardholder and the Cardholder's Dependents, and the Claim Processor. An Identification Card is not intended, and shall not be construed, to create proof of an individual's eligibility for Prescription Drug benefits.

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INSURANCE CARRIER OR INSURER - means Heartland Fidelity Insurance Company. Heartland Fidelity Insurance Company, Benecard and the Association share common ownership or control; and Heartland Fidelity Insurance Company receives administrative services from Benecard. Heartland Fidelity Insurance Company is licensed pursuant to the laws, rules and regulations of Washington, D.C. as an association captive insurance company for the purpose of providing excess loss insurance coverage, as described herein, through an excess loss policy issued to the Trustee of the Benecard Association Trust. Groups that enter into this form of agreement with Benecard become members of the Association and certificate holders under the excess loss policy.

LIMITED DISTRIBUTION DRUG – means a drug which can only be obtained through either limited distributors, or a restricted channel as mandated by the manufacturer or FDA and/or is in limited supply as determined by Benecard.

MAIL ORDER PRESCRIPTION – means a Prescription Drug dispensed by a Benecard Mail Order Pharmacy.

MAINTENANCE DRUG – means a Prescription Drug prescribed for the treatment of one or more chronic conditions that is taken on a long-term basis, usually for a period of more than 30 days, and that is associated with a maintenance indicator on the MediSpan or other third party pricing source file used by Benecard.

MEMBER - means a Cardholder or a Dependent of such Cardholder to whom Prescription Drug benefits are provided by Group under the Plan, and as identified by Group to Benecard in accordance with the provisions in this Agreement.

NON-PARTICIPATING PROVIDER or NON-PARTICIPATING PHARMACY – means any Provider that is not a Participating Pharmacy.

OVERAGE DEPENDENT (OAD) – means an actively employed Cardholder's child by blood or by law who is age 26 or older and meets the requirements of Exhibit A hereof.

PARTICIPATING PROVIDER or PARTICIPATING PHARMACY – means a Provider that has elected to participate in one or more pharmacy networks, has been assigned a National Association of the Boards of Pharmacy (NABP) number and/or National Provider Identifier (NPI) number and has entered into an agreement with Benecard or its Claim Processor, to dispense retail or mail order Prescription Drugs including Specialty Drugs and Limited Distribution Drugs to individuals including Members. For purposes of this Agreement, no Participating Provider shall be considered a representative, subcontractor or agent of Benecard, the Association, or the Insurance Carrier.

PLAN – means the employer-funded pharmacy benefit plan, which provides benefits to Members as described in Group's plan document.

PREFERRED DRUGS – means Prescription Drugs found on a Formulary. Prescription Drugs identified as Preferred Drugs may be modified from time to time by Benecard at its sole discretion.

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PRESCRIPTION DRUG - means a FDA-approved drug or drug product or a state restricted drug that may, under law, be dispensed only pursuant to a Prescription Order or authorized refill of a Prescription Order.

PRESCRIPTION ORDER – means a directive to dispense a Prescription Drug, issued by a physician or other health care provider duly authorized under law to prescribe such a Prescription Drug.

PROGRAM CHARGES – means the complete charges billed by Benecard to Group for a fixed rate insured Prescription Drug program as described in this Agreement. Program Charges are inclusive of all costs associated with the furnishing of such a program including, but not limited to, Participating Provider network management and claim processing, program administration and care management, drug ingredient costs, pharmacy dispensing fees, Identification Cards for Cardholders, standard Member communication materials, charges for excess loss insurance coverage provided by Insurance Carrier to Group, and brokerage and other professional costs, including Association membership.

PROTECTED HEALTH INFORMATION or PHI – means individually identifiable health information related to the past, present or future physical or mental health or condition of a Member; the provision of health care to a Member; or the past, present or future payment for the provision of health care to a Member, as more fully defined in 45 CFR §160.103.

PROVIDER – means a corporation, partnership or proprietorship that owns or operates a licensed pharmacy.

REPORTS – means one or more reports as defined by Benecard to be made available by Benecard containing program information that may not include Protected Health Information.

SPECIALTY PRESCRIPTION DRUG – means a Prescription Drug which, as determined and communicated by Benecard, may be characterized as a high cost biotechnology drug and/or may be a drug that requires special distribution service, handling and administration procedures. Due to high cost, drug perishability and varying degrees of patient tolerance and side effects associated with the metabolizing of such drugs the dispensing of such medications may be subject to special quantity limitations or limited to distribution by certain Specialty Drug pharmacies.

USUAL AND CUSTOMARY PRICE or U&C – means the retail price charged to the general public by a Participating Pharmacy for a particular drug, strength and quantity on the date the drug is dispensed.

ARTICLE II – PROGRAM SERVICES

A. Compliance with Law: Benecard represents and warrants that it shall comply with all applicable federal and state laws, rules and regulations, including, but not limited to, HIPAA. Group represents and warrants that it shall comply with all applicable federal and state laws, rules and regulations, including, but not limited to, HIPAA.

B. Conditions of Participation: Group understands and agrees to be bound by all the conditions

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and requirements for participation in the Association and the benefits provided through it. Group agrees and understands:

1. By executing this Agreement Group becomes a member of the Association, and agrees to designate and appoint the Secretary of the Association as the Group's proxy, agent and attorney-in-fact to receive all notices of meetings of the Association, to attend and vote on the Group's behalf at any and all meetings of the members of the Association, to execute consents and to otherwise act for Group in the same manner and with the same effect as if Group were present. Group authorizes its proxy to substitute any other person to act under this proxy, to revoke any substitution, and to file this proxy and any substitution or revocation with the Association.
2. Group shall be eligible for coverage under the excess loss insurance policy described in this Agreement, subject to execution of this Agreement by both Benecard and Group.
3. Group has reviewed a copy of the benefits listed in the schedules attached to this Agreement and agrees to pay the Program Charges, which includes charges for excess loss insurance, required for the benefits it elects when they become due.
4. If appropriate, evidence of eligibility of Members must be provided by Group. Information required as evidence of eligibility of Members may include but shall not necessarily be limited to access to or written disclosure of Group's health benefits policy describing Members' eligibility requirements.
5. A Member's benefits are defined by the Plan Specifications as set forth in Exhibit A to this Agreement, a summary of which will be furnished to Cardholders and which, together with the Claim Processor's standard adjudication rules, will constitute the agreement under which Prescription Drug benefits become payable.

C. Plan Specifications: Group represents and warrants that the Plan Specifications set forth in Exhibit A to this Agreement and made a part hereof are true, accurate and complete descriptions of the Prescription Drug benefits in effect for Group's Members. Should a discrepancy arise between any Plan information provided or omitted for the rating or development of the Program Charges of this Agreement and the required administration of Group's Plan, or should the Group require the addition of any benefits or administrative processes which differ from or are in addition to the written Plan information, Benecard reserves the right to adjust the Program Charges accordingly. Group acknowledges that at all times during the rating or re-rating process it shall provide Benecard with all available information necessary for the development of Program Charges.

Group shall retain its discretionary authority to manage and control its Plan and may, at any time, alter or amend the Plan Specifications; provided, however, that Group notifies Benecard in writing of all such proposed changes not less than ninety (90) days prior to the anticipated effective date of such changes. In addition, Group authorizes Benecard to submit to the Insurance Carrier the amended Plan Specifications for approval and acknowledges that any such changes may affect Group's insurance coverage and the Program Charges paid by Group. If Group modifies the Plan Specifications in a manner that materially affects Benecard's duties, obligations or cost of

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performance, or the insurance coverage described under this Agreement, then at the request of Benecard, the parties will work toward mutually acceptable modification of this Agreement or any renewal which will be required before such changes can take effect.

D. Benefits: Except as set out in Section F.4. of this Article II, Group represents and warrants that the Prescription Drug benefits described in this Agreement are provided uniformly to all eligible Cardholders and Dependents on a non-voluntary, contributory basis within the requirements of the public employee benefit laws of New Jersey. Group further represents and warrants that the administration and coverage of the expense for all Prescription Drug benefits provided by the Group are provided exclusively through this Agreement. Group shall notify Benecard in writing if any Prescription Drug benefits become available contemporaneously through other benefit providers or if opt out, re-entry, waiver or other such provisions become available to Members.

E. Program Insurance: In consideration of Group's covenants, representations and warranties in this Agreement, Benecard agrees to facilitate the purchase of sufficient excess loss insurance from the Insurance Carrier based on the Plan Specifications described in this Agreement, payment for which is included in Program Charges. Group acknowledges that the Insurance Carrier requires certain claim, renewal and underwriting information for claim payments, renewal, and underwriting purposes. Group further acknowledges that such information includes, but is not limited to, Members' Protected Health Information (PHI). Group, on behalf of itself and its Plan, authorizes Benecard to submit such information from time-to-time to the Insurance Carrier. All distribution and use of PHI will be in compliance with laws and regulations protecting the privacy of PHI.

F. Eligibility Information:

1. Group will accept all qualifying enrollment and written elections for coverage under the Group's Plan using the same enrollment and entitlement rules as are in the Group's medical plan and will provide Benecard eligibility information in accordance with Exhibit B as set forth below:

(a) Each listing shall identify each individual eligible for Prescription Drug benefits under Group's Plan, and with respect to whom Group desires such benefits be administered in accordance with the provisions of this Agreement.

(b) Such information shall include, but not be limited to, the eligibility date, full name, date of birth, gender, social security number or other identification number in a format acceptable to Benecard, and address for each Cardholder, and identification of each Cardholder who is a COBRA participant or Overage Dependent and the name, date of birth and dependent status for each Dependent.

(c) Group will provide Benecard regular updates of subsequent changes in enrollment, including but not limited to, changes in eligibility status, additions and deletions of Cardholders and Dependents, and termination of benefits, along with the effective date of any such changes, if such changes occur after the effective date of this Agreement, and such other information as may be agreed upon by the parties.

(d) Provided that Group meets Benecard's system and other requirements (as determined by Benecard) and obtains Benecard's approval, Benecard shall permit Group to enter the eligibility information set forth in this section directly into the

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Benecard eligibility system. Group shall be responsible for the accuracy of eligibility information.

(e) Benecard shall have the right to audit Group's employment, payroll and other records to verify the total number of eligible Cardholders and Dependents, upon request.

2. To the extent and in the manner required by law, Group shall notify Cardholders of the right of individuals to continue coverage as Overage Dependents.

3. Group shall notify Benecard in writing and within two (2) business days of any Cardholder enrollment change such as adding a new enrollee, modification to existing coverage, termination or retirement. Termination will be effective on the date specified by the Group. Cardmember and dependent eligibility may be added, modified or terminated up to 60 days retroactively, however a retroactive addition, modification or termination of eligibility will not be made prior to the date of the last claim processed or prior to the beginning of the then-current contract term. Terminated Cardholders and/or Dependents electing coverage under COBRA may continue coverage under the Plan. Benecard does not administer eligibility, directly or indirectly, from COBRA participants or third party administrators.

4. Coverage for a Dependent or Overage Dependent begins as set out on Exhibit A and ends when the Cardholder's coverage ends, or on the last day of the benefit month in which the individual fails to meet the definition of a Dependent or Overage Dependent. Retiree coverage is not provided under this Agreement. Benecard shall have the right to modify the Program Charges should retiree coverage be added.

G. Protected Health Information:

1. Group represents and warrants that it is a Covered Entity bound by the Health Insurance Portability and Accountability Act of 1996 and the final rules and regulations related to the use and disclosure of Members' Protected Health Information under 45 CFR Parts 160 and 164 and the final rules and regulations establishing security standards for the protection of electronic protected health information under 45 CFR Parts 160, 162 and 164. The parties will be bound by the HIPAA Business Associate Agreement set out in Exhibit B hereof.

2. Group further represents and warrants that it has or shall obtain Members' consents and authorizations if required for the services provided in connection with this Agreement.

H. Cardholder Materials: Benecard will provide to each Cardholder an Identification Card in a physical format or accessible in a digital format at the Group's discretion along with standard descriptive plan related materials including web based and mobile application access to such information. Identification Cards will identify the Group's annual prescription maximum out of pocket amount as well as any deductible amounts, if applicable and updated annually as such events occur. Benecard also will make available to Group a supply of Direct Reimbursement Claim forms to be used by Members who have not received or have lost their Identification Cards, or who elect to obtain a Prescription Drug from a Non-Participating Pharmacy if permitted by the Plan. All charges for new Cardholders associated with Benecard's production and distribution of such items are included in the

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monthly Program Charges. Any charges for existing Cardholders associated with Benecard's production and distribution of physical Identification Cards will be billed separately to the Group.

I. Purchase of Prescription Drugs: Members may purchase covered Prescription Drugs from Participating Pharmacies in the Benecard network used by the Group including the Benecard Mail Order Pharmacy and Benecard Specialty Pharmacy, in accordance with the provisions of this Agreement. Members also may purchase covered Prescription Drugs from Non-Participating Pharmacies in accordance with the provisions of this Agreement, including Article III.E.2.

J. Provider Directory: Benecard will provide Group access to a current list of Participating Pharmacies in the Benecard network available to the Group.

K. Other Services: Group agrees that consistent with the HIPAA Privacy Rule, Benecard may contact Members to provide refill reminders or information about treatment alternatives, including, but not limited to Generic Drugs, or other health-related benefits and services that may be of interest to such Members. In connection with these services, Benecard also may provide Participating Providers and physicians information messaging and communications about such alternatives and services.

Benecard may perform coordination of benefits type services on behalf of Group, using coordination of benefits information provided by Group. Group further agrees that Benecard may submit de-identified health information to pharmaceutical manufacturers in exchange for discounts, fees, rebates and reimbursements. Group acknowledges that Benecard may pay a fee to marketers for services provided to Benecard.

L. Reports: Benecard will provide Group with a standard performance report for clients on an annual basis, and ad hoc reports as mutually agreed to between Benecard and the Group. Except as explicitly noted in any performance report, the terms used in the standard performance report will have the meanings set forth in this Agreement. Federal and State regulations requiring reporting on prescription drug programs will be prepared and reported by Benecard in the aggregate and on behalf of all Groups. Reporting regulations which require information not normally provided to Benecard including, but not limited to, employee health care contribution levels, will be requested from the Group in advance of such deadlines. The Group must provide Benecard with the requested information in Benecard's required format and at Benecard's requested time frame to meet such regulatory deadlines.

M. Group's Representatives: Group represents and warrants that any contracted administrator, broker or other person identified by Group to Benecard is and shall be Group's agent and representative (a "Group Representative") on any and all matters in connection with this Agreement, including, but not limited to: (1) additions, deletions and modifications of eligibility listings provided to Benecard; (2) payment to Benecard of Program Charges; (3) plan design and coverage decisions; and (4) the provision and receipt of contractually required or permitted notices; and (5) the CAA Information (as defined elsewhere in this Agreement). Group acknowledges and agrees that Benecard shall be entitled to rely upon any and all such acts and omissions by any such contracted administrator, broker or other person and, further, that any and all such acts and omissions shall be binding upon Group. Group acknowledges that any broker-of-record retained by Group may receive

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a fee, included in Program Charges, in connection with administrative and consultative services provided by broker to Group.

N. Clinical Management Services: Benecard's clinical management programs are a standard function of the prescription benefit administrative services provided and designed to positively impact quality of care, proper drug utilization, reduce unnecessary costs and waste. Our Claim Processor effectively communicates to Participating Providers transmitting Claims, both Clinical Review and advisory messages including but not limited to, identifying potentially harmful drug conflicts, duplicate therapy, excessive utilization, inappropriate or non-FDA approved usage and the frequency with which a Prescription Drug is dispensed. Benecard's standard clinical management programs include:

1. Drug Utilization Review: Benecard will review both concurrently and retrospectively Claims for potential fraud, waste, abuse, and clinical appropriateness. Claims are reviewed daily from the previous day to ensure such Claims are being prescribed based on clinically appropriate and FDA approved guidelines, including but not limited to, duplicate therapy, refill too soon, gender appropriate, age appropriate, cost and quantities. Fraud, waste and abuse Claims are also reviewed retrospectively each calendar quarter, reported and tracked until resolution of the case is completed and when applicable, notified to the Group.
2. Drug Quantity Management Program: Prescription Drugs may have a high risk of side effects when taken above the FDA recommended guidelines. To ensure safe and appropriate use of such Prescription Drugs, if a Member is prescribed quantities above the FDA recommended guidelines, a Clinical Review will be communicated to the Participating Provider transmitting the Claim, requiring the prescribing physician to provide formal response explaining the medical justification(s) for quantities above the FDA recommended guidelines. The decision to prescribe and dispense any Prescription Drug shall be made solely by the prescribing physician or health care provider and the Participating Provider, respectively, and payment shall be subject to the Plan Specifications and the Clinical Review process set forth in this Agreement.
3. Clinical Review: Benecard will confirm with the prescribing physician and other health care providers whether certain Prescription Drugs are being prescribed for medical conditions consistent with FDA-approved indications and labeling. In providing any or all such services, Benecard may rely upon information provided by the Member or such person's representative, the prescribing physician or health care provider, the dispensing pharmacist and other sources deemed reliable by Benecard. Benecard shall not determine medical appropriateness of treatment. In determining if a prescription Claim is payable, Benecard may rely upon protocols established and maintained by commonly recognized medical sources or compendia or an advisory Pharmacy and Therapeutics Committee based upon factors such as safety, availability, potential for misuse and cost in its review of Claims submitted for payment of such Prescription Drugs. Group acknowledges that Benecard may suspend processing of Claims for Prescription Drugs subject to Clinical Review procedures in the event the prescribing physician or health care provider fails to provide any information necessary for the processing of such Claims

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in compliance with such protocols. The decision to prescribe and dispense any drug shall remain within the professional judgment of the physician or health care provider and the pharmacist, respectively.

4. Dose Optimization Program: Encourages safe and appropriate use of once-per-day medications. Prescriptions are reviewed for multiple daily drug doses of a lower strength medication where a higher strength, once daily dose is equally effective. Dose optimization limits are applied to the number of pills per day for certain medications, where the use of multiple pills to achieve a daily dose is not supported by FDA guidelines or medical compendia.
5. Member High Utilization Management Program: Pharmacy Claims (along with supporting medical data) are evaluated on a periodic basis to identify, document and correct or deter cases of excessive or abusive utilization.
6. Specialty Drug Utilization Management Program: Due to high cost, drug perishability and varying degrees of patient tolerance and side effects associated with the metabolizing of such drugs the dispensing of such medications may be subject to special quantity limitations or limited to distribution by certain Specialty Drug providers or Benecard Specialty Pharmacy. These quantity dispensing limitations or network distribution limitations are not subject to general Plan limitations.
7. Clinical Cost Management Patient Education Mailings: Members receive quarterly educational mailings based on their specific and historical drug utilization identifying their potential annual out of pocket costs savings should their physician determine it is appropriate to use one of the recommended therapeutically equivalent lower cost drug alternatives. These mailings are designed to be educational and a Member is not required to use any of the recommended drug alternatives.
8. Specialty Copay Assistance Program: Members will receive periodic mailings about certain specialty medications that are eligible for a zero-dollar copay if they are obtained from Benecard's Specialty Pharmacy or through certain Participating Pharmacies that distribute Limited Distribution Drugs, as further described in Exhibit A (the "Assistance Program"). The Assistance Program is voluntary and optional for a Member. Benecard will notify a Member that the Assistance Program will be provided unless the Member indicates that the Member does not want to participate. A Member may opt out of the Assistance Program at any time, with notice to Benecard. Group agrees to this "opt out" structure. In addition, the Assistance Program is voluntary and optional for the Group.

ARTICLE III – COMPENSATION; CLAIM PROCESSING; AND PAYMENT

A. Compensation: Group acknowledges that it has had an opportunity to review Benecard's qualifications and services in relation to the marketplace and Group's drug expenditures and has determined the reasonableness of the Program Charges in connection with the services provided under this Agreement Group further acknowledges and agrees that Benecard and third parties

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contracted to Benecard may retain interest earnings not in excess of market rates pending clearance of electronic transfers and checks, as well as available manufacturer discounts, fees, rebates and reimbursements, in connection with the payment and processing of Prescription Drug Claims under this Agreement.

B. Program Charges:

1. Group shall have the sole and exclusive right of ownership in its excess loss insurance coverage and agrees that neither the Plan nor the Members shall have any right or claim against, or beneficial interest in, such insurance coverage or the Program Charges received by Benecard. The Trustee of the Benecard Association Trust will be the policyholder of all such insurance policies associated with this Agreement. Group agrees to pay Benecard for services rendered hereunder, the following Program Charges:
For the period June 1, 2025 to May 31, 2026

	Single	Parent/Child	Parent/Children	Member/Spouse	Family
Overage Dependent subgroup 4-98	<u>\$208.45</u>				
Overage Dependent subgroup 5-98	<u>\$208.45</u>				
Overage Dependent subgroup 6-98	<u>\$208.45</u>				
Overage Dependent subgroup 7-98	<u>\$191.77</u>				
Overage Dependent subgroup 8-98	<u>\$191.77</u>				
Overage Dependent subgroup 9-98	<u>\$208.45</u>				
Overage Dependent subgroup 10-98	<u>\$208.45</u>				
Overage Dependent subgroup 11-98	<u>\$208.45</u>				
Overage Dependent subgroup 12-98	<u>\$191.77</u>				
Overage Dependent subgroup 13-98	<u>\$208.45</u>				
Overage Dependent subgroup 14-98	<u>\$292.33</u>				
Overage Dependent subgroup 15-98	<u>\$279.18</u>				
Overage Dependent subgroup 16-98	<u>\$343.50</u>				
Overage Dependent subgroup 17-98	<u>\$343.50</u>				
Overage Dependent subgroup 18-98	<u>\$287.95</u>				
Subgroups 4, 4-99	<u>\$261.33</u>	<u>\$420.73</u>	<u>\$420.73</u>	<u>\$522.65</u>	<u>\$682.05</u>
Subgroups 5, 5-99	<u>\$261.33</u>	<u>\$420.73</u>	<u>\$420.73</u>	<u>\$522.65</u>	<u>\$682.05</u>
Subgroups 6, 6-99	<u>\$261.33</u>	<u>\$420.73</u>	<u>\$420.73</u>	<u>\$522.65</u>	<u>\$682.05</u>
Subgroups 7, 7-99	<u>\$240.42</u>	<u>\$387.07</u>	<u>\$387.07</u>	<u>\$480.84</u>	<u>\$627.49</u>
Subgroups 8, 8-99	<u>\$240.42</u>	<u>\$387.07</u>	<u>\$387.07</u>	<u>\$480.84</u>	<u>\$627.49</u>
Subgroups 9, 9-99	<u>\$261.33</u>	<u>\$420.73</u>	<u>\$420.73</u>	<u>\$522.65</u>	<u>\$682.05</u>
Subgroups 10, 10-99	<u>\$261.33</u>	<u>\$420.73</u>	<u>\$420.73</u>	<u>\$522.65</u>	<u>\$682.05</u>
Subgroups 11, 11-99	<u>\$261.33</u>	<u>\$420.73</u>	<u>\$420.73</u>	<u>\$522.65</u>	<u>\$682.05</u>
Subgroups 12, 12-99	<u>\$240.42</u>	<u>\$387.07</u>	<u>\$387.07</u>	<u>\$480.84</u>	<u>\$627.49</u>
Subgroups 13, 13-99	<u>\$261.33</u>	<u>\$420.73</u>	<u>\$420.73</u>	<u>\$522.65</u>	<u>\$682.05</u>
Subgroups 14, 14-99	<u>\$366.50</u>	<u>\$604.73</u>	<u>\$604.73</u>	<u>\$769.66</u>	<u>\$879.60</u>
Subgroups 15, 15-99	<u>\$350.01</u>	<u>\$577.51</u>	<u>\$577.51</u>	<u>\$735.02</u>	<u>\$840.02</u>
Subgroups 16, 16-99	<u>\$430.64</u>	<u>\$710.56</u>	<u>\$710.56</u>	<u>\$904.34</u>	<u>\$1,033.53</u>
Subgroups 17, 17-99	<u>\$430.64</u>	<u>\$710.56</u>	<u>\$710.56</u>	<u>\$904.34</u>	<u>\$1,033.53</u>
Subgroups 18, 18-99	<u>\$361.00</u>	<u>\$595.65</u>	<u>\$595.65</u>	<u>\$758.11</u>	<u>\$866.41</u>

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These charges will not be changed during the contract period except as provided in this Agreement. Notwithstanding the foregoing, if permitted by state or federal law, Benecard may accept from each Overage Dependent or COBRA recipient the maximum amount allowed by state or federal law. Group agrees that not less than fifty-one (51) Cardholders will participate in the Plan at all times.

2. Benecard shall have the right to modify the Program Charges upon not less than thirty (30) days written notice in the event that any of the following occurs: (1) Group's eligible cardholder population fluctuates by more than 5% from the date the initial or renewal proposal was provided to Group or by more than 10% for any identified subgroup of covered employees; (2) As of the date an affiliated entity ceases to be part of the Group; or (3) Upon the occurrence of any of the following: (a) an amendment to this Agreement; (b) any tax or assessment not included in the underwriting of Program Charges is levied upon Benecard or the Insurance Carrier, the Plan, Program Charges and Claim Payments, or any other criteria by any federal, state or other taxing authority; (c) any provision of law or any government program or regulation including but not limited to the Patient Protection and Affordable Care Act, regulations or government authority directives that increases Benecard's administrative burden or the scope of Covered Services and/or the manner in which they must be provided; (d) a change in another of the Group's health benefit policies or plans to the extent that the change supplements or coordinates with this program and that such change modifies Group's excess loss insurance coverage or Benecard's cost of performance or obligations in connection with this program; or (e) a change in section N of Article II. In the event that the portion of monthly Program Charges attributable to Claim Payments, plus the cost of excess loss insurance, administrative and professional fees, credits, costs and expenses, is below the insurance attachment point for any contract year, then this unrealized value shall be credited to Group within one hundred twenty (120) days of the close of such year, provided that Group renews this Agreement for an additional year at rates to be set pursuant to Article IV, paragraph B.

3. Group shall pay the total Program Charges as quoted and as described herein. In the event that all Claim Payments for the contract period (which includes claims paid by the Insurer) are less than 95% of the Program Charges, Benecard shall return to the Group, as a credit against future Program Charges, an amount equal to the difference as set out below. A reconciliation shall occur after the completion of the contract period. An example of the calculation is as follows: If all Claim Payments fall below 95% of the total Program Charges for the contract period, the Group will receive a credit of the difference between 95% of the total Program Charges paid and the actual Claim Payments for the same time period. The reconciliation will be completed within ninety (90) calendar days after the end of the contract period and the final amount will be credited to the Group on a future invoice on a date mutually agreed to by the parties, but only after the Group's execution of a renewal contract with Benecard. Further, if the Group does not complete the entire term of the renewal contract then the full amount of the credit described in this section will be either (i) retained by Benecard (if not yet credited to the Group as of the early termination date), or (ii) returned to Benecard by the Group (if already credited to the Group before the early termination date).

C. Group Payment: Monthly Program Charges will be based upon the total number of Cardholders in each Census Category under this Agreement during any given month or for any

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portion of a month. The number of Cardholders in each stated Census Category will be multiplied by the corresponding Program Charge to compute monthly Program Charges billed. Group will promptly notify Benecard in accordance with Article II.F. hereof of all deletions from and additions to eligibility. Benecard does not collect Program Charges, directly or indirectly, from Cardholders, COBRA participants or third party administrators. Each monthly invoice shall be based on census data available at the time of the request and shall be adjusted in subsequent months to agree with actual eligible enrolled cardholders totals for that month. On or about the twenty-fifth (25th) day of each month, Benecard shall submit to Group a request for payment of the Program Charges for the upcoming month. Payment by ACH debit/via wire transfer is due from Group on the first day of the month to provide for prompt payment of Participating Providers and Cardholders. Payments unpaid after the end of the grace period, which is the 30-day period after the payment due date, are subject to late payment interest charge. The percentage interest charge will be one and one-half percent per month, but not more than allowed by law. For as long as Benecard continues to provide services under this Agreement, Group shall be responsible for paying all Program Charges through the end of such period and the remainder of the Agreement. If Group fails to make full and complete payment within the grace period, Benecard may in its discretion, upon written notice to Group, suspend performance under this Agreement, including, but not limited to the processing and payment of Claims as of the end of the period for which Program Charges were paid. Benecard shall have the right to continue the suspension of such performance until all outstanding Program Charges and late charges have been paid, or this Agreement is terminated according to the terms herein.

D. Disputed Billings: Group shall notify Benecard and identify disputed billings in writing within thirty (30) days of the billing date. Failure to dispute a billing within that period shall be deemed as the Group's acceptance of the billing. Non-disputed portions of any invoice must be paid as noted herein. Disputed amounts will not be considered delinquent until after such time that Benecard concludes an investigation of the disputed amount and communicates the results in writing to the Group.

E. Claim Processing: Benecard will process all Claims and Direct Reimbursement Claims according to the Plan Specifications and will reimburse Participating Pharmacies, the Benecard Mail Order Pharmacy, Benecard Specialty Pharmacy, and Cardholders for valid Claims and Direct Reimbursement Claims from, as applicable, Program Charges and excess loss insurance. Group authorizes Benecard, as applicable, to submit claims to the excess loss Insurance Carrier and to settle claims on behalf of the Group.

1. Where applicable, Benecard will report the status of all pending or denied Claims and appeals of Direct Reimbursement Claims within the time and in the manner required by law, rule or regulation and will refer to Group all non-routine inquiries and disputes related to the processing of such Claims. Group authorizes Benecard to notify the Insurance Carrier in writing of any objection, notice of legal action or complaint regarding a Claim or Direct Reimbursement Claim subject to excess loss insurance coverage.

2. Direct Reimbursement Claims will be accepted for processing if submitted no later than twelve (12) months following the date the Prescription Drug is dispensed. Upon receipt of a Direct Reimbursement Claim form properly completed by the Cardholder, Benecard shall inspect such Claim and based on eligibility and Plan Specifications at the time the

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prescription was filled, determine whether such Claim is approved for payment. Benecard or the Claim Processor shall compute the amount payable, if any, and shall make payment to the Cardholder in an amount no more than the amount that would have been paid for the prescription had it been a Claim for a prescription processed through a Participating Pharmacy pursuant to the Group's Plan Specifications.

F. Collection Costs: Group shall be responsible for all out-of-pocket expenses of collection and enforcement of judgments, including, but not limited to, attorneys' fees and costs, incurred by Benecard in connection with amounts due and owing under this Agreement. The rights and remedies set forth in this paragraph are in addition to other rights and remedies available to Benecard under law or in equity.

ARTICLE IV – TERM; RENEWAL; NON-RENEWAL; TERMINATION; AND REMEDIES

A. Term: This Agreement is for twelve (12) months, which shall become effective June 1, 2025 and shall continue in full force and effect through May 31, 2026. The anniversary date for this Agreement is June 1, 2026. Group agrees that Benecard shall be the exclusive manager of its prescription drug benefits plan during the term of this Agreement and that it will not contract with any other vendor for similar services to begin before the expiration of this Agreement.

B. Renewal: Benecard shall submit to Group renewal terms to this Agreement at least sixty days (60) prior to the anniversary date. Group shall provide Benecard written notice as to whether or not Group accepts such renewal terms at least thirty days (30) prior to the end of the term. Should Group fail to provide the notice at least thirty (30) days prior to the end of the term, this Agreement will automatically renew under the proposed renewal terms. Provided that Group provides proper notice of non-renewal, Group will not be responsible for Program Charges incurred after the anniversary date. Non-renewal of this Agreement shall not affect the continuing obligation of either party with respect to Claims incurred for Prescription Drugs dispensed to Members while this Agreement is in force.

Notwithstanding the foregoing, Benecard may change the previously provided and/or accepted Program Charges at any point during the initial or any renewal term in the event that Benecard becomes aware of a previously unknown factor, that in Benecard's sole opinion, constitutes a significant, material impact on the risk-expected experience or expenses associated with the related underwriting, including but not limited to, an FDA newly approved drug, or rebates.

C. Termination: In the event of breach (e.g., non-payment of Program Charges) or default, the non-breaching party shall give the other party written notice of a material, substantial and continuing breach of this Agreement. If the breaching party does not cure the said breach within thirty days from the date such notice is sent, this Agreement may be terminated at the option of the non-breaching party. If the amount of time commercially reasonable for the breach to be cured is longer than thirty (30) days, this Agreement may not be terminated by the non-breaching party pursuant to this provision until such commercially reasonable period of time has elapsed, provided however, that in no event shall such period exceed sixty (60) days.

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D. Effect of Termination; Survival: Termination of this Agreement shall not affect the continuing obligation of either party incurred while this Agreement is in effect. Group's excess loss insurance coverage with the Insurance Carrier shall terminate automatically upon termination of this Agreement. Article II.B.1; III.B.2(3)(b); Article V; Article VI; Article VIII; and Sections A., G., H., J. of Article IX and Exhibit B shall survive the termination of this Agreement.

E. Other Remedies: A party's right to terminate this Agreement shall not be exclusive of any other remedies available to the terminating party under this Agreement, at law or in equity.

F. Remedies for Early Termination: The parties agree that should Group terminate this Agreement in violation of this Article IV, because of the difficulty in determining the amount of harm to Benecard in the event of such a breach, Benecard shall be entitled to recover an amount equal to the most recent one month of Program Charges billed by Benecard under this Agreement as liquidated damages and not as a penalty. All amounts payable under this provision shall become immediately due and payable by Group upon notice from Benecard. Failure by the Group to pay all amounts due immediately under this provision may result in immediate suspension of all benefits and services until full payment is received. The parties further agree that the existence of this remedy will not preclude Benecard from seeking or receiving injunctive or other legal relief and that this Section does not give Group termination rights beyond those specified in this Agreement. If applicable, any credits owed to the Group under Article III.B.3 of this Agreement may not be used as a credit against or as a set off to liquidated damages incurred and owed by Group to Benecard pursuant to this section.

ARTICLE V - NON-LIABILITY

Benecard shall under no circumstances be liable for any negligence, wrongful act, error or omission of any health care provider, other person, practitioner, pharmacist, pharmacy, physician, manufacturer or distributor of pharmaceuticals, including but not limited to the Benecard Mail Order Pharmacy, Benecard Specialty Pharmacy or any specialty pharmacies, or their employees, agents, or contractors providing goods or services pursuant thereto, nor shall Benecard assume any responsibility in any manner for any claim, loss or damage sustained by any person as a result of the providing or the failure to provide pharmaceutical services or goods pursuant to the terms of this Agreement. EACH PARTY'S LIABILITY TO THE OTHER HEREUNDER SHALL IN NO EVENT EXCEED THE ACTUAL PROXIMATE LOSSES OR DAMAGES CAUSED BY BREACH OF THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY OR ANY OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST PROFITS RELATING TO A RELATIONSHIP WITH A THIRD PARTY, HOWEVER CAUSED OR ARISING, WHETHER OR NOT THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF THEIR OCCURRENCE.

ARTICLE VI – INDEMNIFICATION

Subject to Article V above and in consideration of Group's covenants, representations and warranties in this Agreement, Benecard agrees to indemnify, defend and hold Group harmless from any and all actions, claims and expenses (including attorneys' fees and costs) arising from a material breach by

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Benecard of its covenants, representations and warranties in this Agreement. In consideration of Benecard's covenants, representations and warranties in this Agreement, Group agrees to the extent permitted by law to indemnify, save, defend and hold Benecard harmless from any and all actions, claims and expenses (including attorneys' fees and costs) arising from (1) a material breach by Group of its covenants, representations and warranties in this Agreement; (2) Group's Plan design; or (3) coverage decisions by Group or its Plan.

ARTICLE VII - RECORDS AND OWNERSHIP

Benecard agrees to maintain and keep true and correct books and records of Group's Program Charges on a format acceptable to Benecard and for a period of not less than seven (7) years from the date payment is made, or such longer period as required by law, whichever is greater. All other books, records, claim forms, programs and other such information pertaining to the services provided by Benecard remain the property of Benecard.

ARTICLE VIII – USE OF RECORDS; CONFIDENTIALITY

A. Protected Health Information: Group acknowledges that Protected Health Information will be obtained by Benecard and third parties contracted to Benecard in providing services under this Agreement (e.g., through processing of Prescription Drug Claims, through drug management programs and in connection with the excess loss insurance coverage provided by the Insurance Carrier) and such PHI will be obtained from and/or distributed to Group, Participating Pharmacies, the Benecard Mail Order Pharmacy, Benecard Specialty Pharmacy, Members' physicians and the Insurance Carrier for drug utilization review and other purposes related to the Prescription Drug program services provided in connection with this Agreement. Subject to Exhibit B, Group hereby permits Benecard or the Claim Processor to use and disclose such data in performance of its duties and obligations in connection with this Agreement.

B. Other Information: Group grants Benecard permission to use, both during and after the term of this Agreement, and/or transfer to third parties de-identified health information (i.e., information that is not individually identifiable) collected by Benecard or third parties contracted to Benecard or provided by Group for research, profiling and other business purposes. Benecard and such third parties shall retain full ownership rights over all resultant data.

C. Confidential Information: Group and Benecard agree not to disclose the other's proprietary and confidential information, or the confidential information of the Association, Insurance Carrier, or any of Benecard's subcontractors ("Confidential Information") to any third party, during or after the termination of this Agreement, except (1) as specifically contemplated by this Agreement, (2) with the other's prior written consent, (3) as required by local, state or federal law, rule or regulation, including any judicial or administrative interpretation thereof, or (4) to the extent such information becomes generally available to the public, through no action or fault of the receiving party. Such Confidential Information shall include, but not be limited to: with respect to Benecard: the terms and conditions of this Agreement and Group's excess loss insurance coverage, the business operations and strategies of Benecard, its reporting packages, and its clinical services; and with respect to Group: its business operations and strategies. Group and Benecard shall cease using the other's

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Confidential Information upon termination of this Agreement or a subsequent agreement between the parties and shall return or destroy such information at the disclosing party's written direction. Notwithstanding the foregoing, any computer records containing Confidential Information that cannot be reasonably deleted (including but not necessarily limited to computer records that have been created pursuant to any automatic archiving or back-up procedures) need not be returned or destroyed provided that the recipient shall not disclose, access, or use any such records or files following the date on which the recipient would have otherwise destroyed or returned the Confidential Information. Further, the recipient may retain one (1) copy of the Confidential Information for its files, but only to the extent required to ensure compliance with law and its bona fide corporate governance, insurance, or audit obligations.

However, notwithstanding any other provision of this Agreement, Benecard shall make disclosures of relevant information to the group health plan in accordance with the provisions in Public Health Service Act ("PHSA") Section 2799A-9 and Section 9824 of the Internal Revenue Code of 1986, as amended (the "Code"), all made pursuant to the Consolidated Appropriations Act, 2021 ("CAA") (the "CAA Information"). The CAA Information to be disclosed will include certain financial and prescription drug information, to the extent that applicable law specifically requires it to be disclosed, but will generally not include individually-identifiable data (i.e., claims information about a specific enrollee). Group acknowledges and agrees that, if the Group is not subject to ERISA, that the Group may be part of a larger number of Benecard clients which are viewed as a single group health plan (including but not limited to a group purchasing arrangement and / or trust) and, thus, the CAA Information may be aggregated with other Benecard clients.

Group acknowledges and agrees that the CAA Information can only be further disclosed to another party (including but not limited to a Group Representative) with Benecard's written consent (pursuant to Code Section 9824(a)(2) and PHSA Section 2799A-9(a)(3)), except for information which is disclosed to a referring provider, an enrollee or an individual eligible to become an enrollee. This is why we provide you with only some fields and not others. In accordance with Code Section 9824(a)(1)(A) and PHSA Section 2799A-9(a)(1)(A). Group acknowledges and agrees that, except for disclosures pursuant to Code Section 9824(a)(1)(A) and PHSA Section 2799A-9(a)(1)(A), Benecard will impose written restrictions on the further use or disclosure of CAA Information. Such restrictions may include, but are not limited to, those contained in PHSA Section 2799A-9, Code Section 9824, HIPAA, the Genetic Information Nondiscrimination Act of 2008, the Americans with Disabilities Act of 1990 and other laws and standards. Group agrees that CAA Information may be confidential and proprietary and that further disclosure of CAA Information in violation of this Agreement may harm Benecard. Group agrees that Benecard may seek immediate relief and remedies (including equitable relief and remedies) for any breach of Group's obligations under this Agreement. Group agrees to provide Benecard with information and cooperation (including, but not limited to, entering into nondisclosure agreements with Benecard and / or third parties which, among other things, may limit the further use and disclosure of such information) that Benecard requests. This cooperation will also include promptly notifying Benecard if Group receives a Freedom of Information Act or similar request for the compelled disclosure of the CAA Information. If an individual enrollee asks for CAA Information data, the data which Benecard provides will only relate to that particular enrollee, except as otherwise required by applicable law.

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Group delegates to Benecard (and Benecard accepts) the responsibility to attest on behalf of Group that, with respect to its prescription drug health plan, Group has not entered into an agreement, from December 27, 2020, through the date that Benecard submits the attestation to the federal government, with a health care provider, network or association of providers, third-party administrator, or other service provider offering access to a network of providers that would directly or indirectly restrict Group's prescription drug health plan from providing, accessing and / or sharing (as provided under applicable law) the information described in Code Section 9824(a)(1), ERISA Section 724(a)(1) and / or PHSa Section 2799A-9(a)(1) (to the extent any or all are applicable to Group and its prescription drug health plan) (the "CAA Attestation"). Group represents and warrants that it is not aware of any facts or contractual language which would make this CAA Attestation false. Group believes that Benecard can provide the CAA Attestation on Group's behalf and that Benecard is not exercising any fiduciary or discretionary authority when it submits the CAA Attestation on Group's behalf.

Group acknowledges that Benecard will only provide the CAA Attestation with respect to a prescription drug plan for which Benecard has been the sole pharmacy benefit manager since December 27, 2020 (or, if later, the date the prescription drug plan was created). Group acknowledges that Benecard will not provide an attestation under the CAA for a separate population of employees or retirees for which Benecard is not now (or, since December 27, 2020, has not been) the pharmacy benefit manager.

Group represents and warrants to Benecard that: (i) any separate population of active employees or retirees which is not administered by Benecard is treated as a separate prescription drug plan and that Group (not Benecard) will conduct the attestation required by the CAA for that plan while Benecard will provide the CAA Attestation for the prescription drug plan that Benecard administers; and (ii) any previous or current use of a different pharmacy benefit manager or administrator will be considered to have occurred with respect to a different prescription drug plan and that Group (not Benecard) will conduct the attestation required by the CAA for that plan, while Benecard will provide the CAA Attestation for the prescription drug plan that Benecard administers.

For example, suppose that Group used a different pharmacy benefit manager (not Benecard) from July 1, 2020 through June 30, 2021. Benecard began working with the Group on July 1, 2021 and was the sole administrator for Group's single prescription drug plan from July 1, 2021 to the present. Benecard will, subject to the terms noted in this Agreement, provide the CAA Attestation for the prescription drug plan which Group had in place from July 1, 2021 to the present. Group will treat the prior prescription drug plan (the one which was administered by a different pharmacy benefit manager) as a separate prescription drug plan. Group, not Benecard, will provide the attestation required by the CAA for that plan. If Group does not agree to this approach, then Group (not Benecard) will provide the attestation required by the CAA.

Group will be solely liable if Group's representations and warranties are incorrect and, as a result, Benecard incurs damages, fees, expenses or penalties from the incorrect attestation. Group understands that Benecard will not be attesting with respect to any other benefit programs of Group, such as a major medical plan or behavioral health plan. Group agrees that it assumes responsibility for any reporting which may be required for such other benefit programs.

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Group agrees to provide any information Benecard requests with respect to the CAA Attestation, in the time and manner requested by Benecard. Group agrees that the information it provides to Benecard will be accurate and complete and that Benecard has no obligation to verify the accuracy and completeness of such information. If Group fails to timely provide the information requested by Benecard, Benecard shall be under no obligation to perform the CAA Attestation on behalf of Group. Benecard will provide the CAA Attestation for Group, under the terms and conditions noted above, for so long as Benecard provides services to Group (but not after Benecard ceases providing services to Group). Group's representations and warranties are ongoing and continuous. If any representation or warranty changes or can no longer be made by Group, Group must immediately notify Benecard.

ARTICLE IX – MISCELLANEOUS

A. Notice: All notices required or permitted under, or related to, this Agreement or the subject matter herein shall be deemed to have been given when tendered for delivery if, and only if, given in writing and sent by first class mail with the United States Postal Service or with a recognized overnight delivery service and addressed to Benecard or Group at the following addresses:

Benecard: Benecard Services, LLC ,
 Attention: Contract Manager
 3131 Princeton Pike
 Building 5, Suite 105
 Lawrenceville, NJ 08648

Group: City of Atlantic City 
 Attention: ~~Alexis Waiters~~ *Shanece Jones, Director*
 1301 Bachrach Blvd, City Hall, Room 416
 Atlantic City, NJ 08401

Either Group or Benecard may change its address for receipt of such notice by providing like written notice to the other party.

B. Similar Services; Exclusivity: Benecard may perform similar services for other organizations and this Agreement shall not prevent Benecard from performing such similar services. Group agrees that Benecard shall be the Group's exclusive provider of the services described in this Agreement and except to the extent otherwise required by law, the Benecard Mail Order Pharmacy shall be the exclusive provider of the internet and mail order pharmacy services described in this Agreement, for Group's Members.

C. Trademarks: Benecard retains all rights, title and interest in and reserves the right to use and control the use of the words Benecard Services, LLC, Benecard, BeneRx, RxTrainer and all symbols, trademarks, logotypes and service marks presently existing or hereafter established by or on behalf of Benecard.

D. Entire Agreement: This Agreement, all exhibits, schedules, appendices or attachments hereto and all policies and procedures referenced herein contain the complete understanding between the parties and supersedes all discussions and writings between the parties that may have occurred before entering into this Agreement. There are no other agreements or undertakings, written or oral, in effect between the parties relating to the subject matter herein.

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E. Amendment: This Agreement may be amended or modified (i) through a writing signed by authorized persons on behalf of both parties (by hand or electronically), or (ii) by Group making any payment of the Program Charges as of the effective date of the amendment.

F. Civil Action: Benecard will not institute any civil suit against any Member without the prior consent and approval of Group. Group will not institute any civil suit against any Participating Pharmacy, Benecard Mail Order Pharmacy, or Benecard Specialty Pharmacy without the prior consent and approval of Benecard. Each party will keep the other fully advised as to the nature of the suit or complaint and all related proceedings.

G. Choice of Law: Without regard to choice of law rules, the laws of New Jersey shall govern all claims arising out of or relating to this Agreement that are based on contract law and all other claims, including without limitation common law tort claims, statutory tort claims, common law breach of warranty claims, and statutory breach of warranty claims.

H. Change in Law: In the event of any change in local, state or federal law, rule or regulation, including any judicial or administrative interpretation thereof, which materially alters the rights, duties or obligations of either party under this Agreement, the parties will work in good faith toward mutually acceptable modifications of this Agreement. Such modifications may include, but are not limited to, changes in the benefit design, drug coverages and to the extent that these changes affect the cost of performance, changes to Program Charges. If Group and Benecard are unable to agree upon mutually acceptable modifications, then either Group or Benecard may terminate this Agreement upon not less than sixty (60) days' prior written notice.

I. Statute of Limitations: Any claim or controversy arising out of or relating to this Agreement, whether based in tort or contract, and whether statutory or common law, must be filed within one (1) year of the date the factual basis for the claim or controversy occurs. Failure to file such a claim within that time period shall bar a party from asserting that claim.

J. Independent Parties: This Agreement is not intended, and shall not be construed, to create any relationship between Group and Benecard other than that of independent contractors. Neither Group nor Benecard shall be construed to be the agent, partner, employee, fiduciary or representative of the other and neither party shall have the right to make any representations concerning the duties, obligations or services of the other except as consistent with the express terms of this Agreement or as otherwise authorized in writing by the other party.

K. No Third Party Beneficiaries: This Agreement is not intended, and shall not be construed, to create third party beneficiary rights in any person, including, but not limited to, any Provider or Member.

L. Delegation of Duties: Group agrees that Benecard may delegate to other parties contracted to Benecard certain administrative functions and services including, but not limited to, Participating Provider network management, eligibility verification, claims processing and payment, formulary management Provider and physician messaging and communication, production and distribution of

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Identification Cards and Member communication materials and other program management services. Benecard shall retain full responsibility for the performance of the delegated service.

M. Force Majeure: Neither party shall be liable in any manner for any delay or failure to perform its obligations hereunder which are beyond the party's reasonable control, including, without limitation, any delay or failure due to strikes, labor disputes, riots, earthquakes, storms, floods, or other extreme weather conditions, fires, explosions, acts of God, embargoes, terrorist acts, war or other outbreak of hostilities, government acts or regulations, or the failure or inability of transporters, suppliers, delivery services, or telecommunication providers to provide services necessary to enable a party to perform its obligations hereunder.

N. Construction; Effect of Invalidity: This Agreement shall be construed and interpreted neutrally and without regard to the party that drafted it. If any part of the Agreement, for any reason, shall be declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

O. Assignment and Binding Effect: Except as otherwise set forth herein, no party shall have any right to assign this Agreement or any or all of its rights and responsibilities under this Agreement without the other party's written consent, which shall not be unreasonably withheld. Benecard shall have the right to assign this Agreement and any or all of its rights and responsibilities under this Agreement to any affiliate, successor-in-interest, an entity under common control with Benecard, or pursuant to an acquisition, merger, consolidation, reorganization, or a sale of substantially all of its assets or stock. Any assignment by Benecard shall not relieve Group of its duties and obligations under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

P. Headings: Article and paragraph headings in this Agreement are for convenience only and are not a part of this Agreement. Such headings shall not affect the meaning or construction of any provision herein.

Q. Waiver: The waiver by either party of a breach or violation of any provision of this Agreement shall in no way constitute a waiver of a breach or violation of any other provision or subsequent breach or violation of that provision. The failure of Benecard to enforce any right it has under this Agreement shall not be construed as a waiver of authority or the ability to enforce such right.

R. Electronic Execution of Documents: The parties agree and understand that their electronic signatures on documents and emails from the respective party are evidence of their intent to create binding obligations by means of electronic execution of documents. All documents electronically executed by the parties shall be considered, in connection with any transaction or this Agreement, to be a "writing" or "in writing" and any such document shall be deemed for all purposes (i) to have been "signed" and (ii) to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business.

S. Counterparts; Facsimile: This Agreement may be executed by the parties in one or more counterparts, all of which together shall constitute only one agreement. This Agreement may be

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executed and delivered by facsimile and upon such delivery the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

T. Acceptance of Terms: Group accepts the terms of this Agreement (including without limitation Article IV) by (i) signing below (by hand or electronically), or (ii) making any payment of the Program Charges.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as set forth herein by their respective duly authorized officers or agents as of the date set forth below.

<p>Signed for BENECARD SERVICES, LLC by</p>	<p>CITY OF ATLANTIC CITY</p>
	
<p>_____ Kevin M. Kroll, Chief Operations Officer</p>	<p>BY NAME TITLE DATE</p>

July 1, 2025

City of Atlantic City

ATTEST:

CITY OF ATLANTIC CITY

By: Paula Geletei
Paula Geletei, City Clerk

By: Marty Small, Sr.
Marty Small, Sr., Mayor

The within Agreement is approved as to form and execution.

Date: 6/2/25

By: Peter T. Saliba
Peter T. Saliba, Esq.
Assistant City Solicitor

Resolution of the City of Atlantic City

No. 334

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Assistant City Solicitor /s/ Karl Timbers

Director of Human Services/s/ Shanece M. Jones

Revised 5/20/2025

Prepared by City Solicitor's Office

Council Members MARSHALL, RANDOLPH, SHABAZZ & BAILEY present the following Resolution:

**RESOLUTION APPROVING BENECARD SERVICES, LLC., FOR THE EMPLOYEE'S
PRESCRIPTION BENEFITS PROGRAM JUNE 1, 2025 THROUGH MAY 31, 2026
IN THE AMOUNT OF \$5,682,494.00**

WHEREAS, the City of Atlantic City requires a Prescription Plan for City of Atlantic City Employees; and

WHEREAS, BENECARD SERVICES LLC., is awarded an Agreement without competitive bidding as an exception to public advertising for bids in accordance with N.J.S.A. 40A:11-5(1)(m) of the Local Public Contracts Law.

WHEREAS, BENECARD SERVICES, LLC has completed and submitted a Business Entity Disclosure Certification which certifies that **BENECARD SERVICES, LLC.**, has not made any reportable contributions to a political or candidate committee in the City of Atlantic City and/or City Council in the previous one year, and that the contract will prohibit **BENECARD SERVICES, LLC.**, from making any reportable contributions through the term of the contract; and

WHEREAS, the Business Disclosure Entity Certification and the Determination of Value shall be placed on file with this resolution.

BE IT RESOLVED that a Certificate from the Chief Financial Officer has been attached showing the availability of funds from account 5-01-23-220-100-PRE in the amount of \$3,314,788.17 (2025) and from account No. 6-01-23-220-100-PRE in the amount of \$2,367,705.83 (2026) for a total amount not to exceed **FIVE MILLION SIX HUNDRED EIGHTY-TWO THOUSAND FOUR HUNDRED NINETY-FOUR DOLLARS (5,682,494.00)**; and

BE IT FURTHER RESOLVED by the City Council that the Mayor is hereby authorized to execute and the City Clerk to attest an Agreement with **BENECARD SERVICES, LLC.**, for an **EMPLOYEE PRESCRIPTION BENEFIT PROGRAM** for the term of one (1) year commencing on **JUNE 1 2025**, through **MAY 31, 2026**.

BE IT FURTHER RESOLVED the Agreement shall be reviewed and approved by the Office of the City Solicitor prior to execution by the Mayor. This Agreement is contingent upon the approval of the Department of Community Affairs.

BE IT FURTHER RESOLVED that a Notice of this Action be published in THE PRESS, pursuant to N.J.S.A. 40A:11-1, et seq.

May 21, 2025

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
BAILEY	X					X	LACCA	X					
CROUCH	X						MARSHALL	X					
DUNSTON				X			SHABAZZ	X				X	
KURTZ	X						TIBBITT	X					
RANDOLPH, PRESIDENT								X					
X-Indicates Vote NV-Not Voting AB-Absent MOT-Motion SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: MAY 21, 2025

Paula Geletei

/s/ Paula Geletei, City Clerk