

Attachment “A”

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

THIS AMENDMENT effective November 1, 2014 is entered into by and between **Benecard Services, LLC** ("**Benecard**") and **Township of West Orange** ("**Group**") and amends and modifies the Agreement to Provide Fixed Rate Insured Prescription Drug Management Services effective November 1, 2013 (the "Agreement") by and between the parties.

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

1. All capitalized terms not defined herein shall have the meanings given them in the Agreement.

2. Section B, Program Charges of ARTICLE III – COMPENSATION; CLAIM PROCESSING; AND PAYMENT, the last sentence of first paragraph is hereby deleted and replaced in its entirety by the following:

Group agrees to pay Benecard for services rendered hereunder the following monthly rates by specified Coverage Category for the period indicated:

For the period November 1, 2014 to October 31, 2015

		Single	Parent/Child	Parent/Children	Member/Spouse	Family
Overage Dependent subgroup	1098	<u>\$156.45</u>				
Overage Dependent subgroup	2098	<u>\$156.45</u>				
Overage Dependent subgroup	3098	<u>\$143.32</u>				
Overage Dependent subgroup	4098	<u>\$143.32</u>				
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Subgroups 1000/1099		<u>\$196.15</u>	<u>\$480.16</u>	<u>\$480.16</u>	<u>\$392.29</u>	<u>\$745.37</u>
Subgroups 2000/2099		<u>\$196.15</u>	<u>\$480.16</u>	<u>\$480.16</u>	<u>\$392.29</u>	<u>\$745.37</u>
Subgroups 3000/3099		<u>\$179.69</u>	<u>\$439.90</u>	<u>\$439.90</u>	<u>\$359.40</u>	<u>\$682.86</u>
Subgroups 4000/4099		<u>\$179.69</u>	<u>\$439.90</u>	<u>\$439.90</u>	<u>\$359.40</u>	<u>\$682.86</u>
Subgroups 5000/5099		<u>\$179.69</u>	<u>\$439.90</u>	<u>\$439.90</u>	<u>\$359.40</u>	<u>\$682.86</u>
Subgroups 7100/8100		<u>\$231.44</u>	<u>\$566.54</u>	<u>\$566.54</u>	<u>\$462.86</u>	<u>\$879.44</u>
Subgroups 9100		<u>\$231.44</u>	<u>\$566.54</u>	<u>\$566.54</u>	<u>\$462.86</u>	<u>\$879.44</u>

3. Add the following to Section B, Program Charges of ARTICLE III – COMPENSATION; CLAIM PROCESSING; AND PAYMENT:

3. Sponsor shall pay the program rates as quoted on a monthly basis as described herein. In the event that actual annual Claim Payments are less than 95% of the fully funded program costs billed by Benecard, Benecard shall return to the Sponsor, as a credit against future program costs, an amount equal to the difference as set out below. This reconciliation shall occur on an annual basis as of the completion of the proposed program year. An example of the calculation is as follows: Total Program Costs Billed and the actual Claim Payments will be reported to the Sponsor. Should actual Claim Payments fall below 95% of the total Program Costs Billed for the contract period, the Sponsor will be entitled to a credit of the full difference between 95% of the Total Program Costs Billed and the actual Claim Payments.

November 1, 2014

Township of West Orange

Benecard Services, Inc. • 3131 Princeton Pike • Building 2B, Suite 103 • Lawrenceville, NJ 08648
(609) 219-0400 • Fax (609) 219-1788 • www.benecard.com

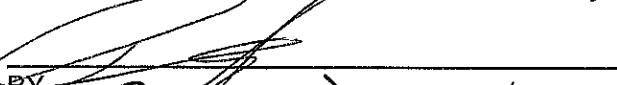
4. Amend ARTICLE IV – TERM; RENEWAL; NON-RENEWAL; TERMINATION; AND REMEDIES as follows:

A. Term: This Agreement is for twelve (12) months, which shall become effective November 1, 2014 and shall continue in full force and effect through October 31, 2015. The anniversary date for this Agreement is November 1, 2015. 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.

5. All provisions not changed by this Amendment shall remain as stated in the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as set forth herein by their respective duly authorized officers or agents as of the date first above written. Group understands and accepts the terms of this Amendment by (i) signing below (by hand or electronically), or (ii) making any payment of the Program Charges after the effective date of this Amendment.

Signed for TOWNSHIP OF WEST ORANGE by:



BY

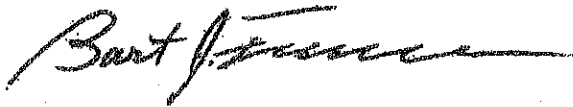
Robert D. Parisi

NAME

Mayor

TITLE

Signed for BENECARD SERVICES, LLC by



Bart J. Francescone, Executive Vice President

November 1, 2014

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