

**SCHOOL CAFETERIA EMPLOYEES UNITE HERE
LOCAL NO. 634 HEALTH & WELFARE FUND**

REIMBURSEMENT AGREEMENT

THIS AGREEMENT, by and between the Board of Trustees ("Trustees") of the School Cafeteria Employees Unite Here Local No. 634 Health & Welfare Fund (the "Fund") and The School District of Philadelphia (the "School District");

WHEREAS, the Trustees of the Fund believe that it is in the best interests of the Fund and its Participants to continue the reimbursement agreement with the School District for insulin and other pharmacological agents for controlling blood sugar; and

NOW, THEREFORE, effective as of the date signed below it is agreed as follows:

1. The School District will reimburse the Fund for the fees incurred by BeneCard ("Reimbursement") to provide insulin and other pharmacological agents for controlling blood sugar ("Diabetic Medications") for all Fund Participants and dependents who are both eligible and enrolled in the School District's medical plan ("Eligible Group") as set forth in this Agreement.
2. The School District will provide, through secure protocols, the Fund with the names of all Local 634 members who are in the Eligible Group only by the 15th of each month.
3. The Fund will direct BeneCard to:
 - a. Establish a separate subgroup for the Eligible Group;
 - b. Generate a separate invoice for all Diabetic Medications filled for the Eligible Group; and
 - c. Provide a quarterly report of the Diabetic Medications filled for the Eligible Group.
4. The Fund will forward the invoice to the School District and the School District will pay the full amount of the invoice within 30 days of receipt of the invoice to the Fund.
5. The Diabetic Medications for the Eligible Group are subject to all of the terms and conditions, including cost management, of the existing agreement between BeneCard and the Fund.

6. The Fund shall instruct BeneCard or any subsequent PBM to provide a file of Diabetic Medication usage by the Eligible Group to Independence Blue Cross (IBC) for the purpose of supporting their "Better Health Liaison Program" to enhance the disease management tools and strategies to support members through all stages of their health care journey. Timing and frequency of the file and procedures for secure transfer of will be coordinated between BeneCard and IBC. The School District will pay reasonable costs for the implementation (start-up) to receive the data.

7. This Agreement is not an acknowledgement that the School District is liable for the Reimbursement and this Agreement or payment of the Reimbursement may not be used as evidence of past practice in the event that there is a legal or contractual dispute concerning the School District's responsibility for covering these fees.

8. Notwithstanding anything to the contrary, this Agreement shall remain in effect until the expiration of the current collective bargaining agreement between the Fund and the School District, September 30, 2023, or the extension of such collective bargaining agreement, if later.

IN WITNESS, WHEREOF, and as evidence of the agreement between the parties, the Trustees of the Fund and the School District have caused this Agreement to be executed by their duly authorized officer.

**SCHOOL CAFETERIA EMPLOYEES
UNITE HERE LOCAL NO. 634
HEALTH & WELFARE FUND**

**THE SCHOOL DISTRICT
OF PHILADELPHIA**

Date: October __, 2021

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