EDUCATIONAL DENTAL GROUP ENTERPRISE (EDGE)
FIXED RATE PARTICIPATION AGREEMENT

Whereas, SAN LEANDRO USD (hereinafter called "Participating Member") will be enlisting the services of Alameda County Schools Insurance Group (hereinafter called "ACSIG") as a Participating Member of the Education Dental Group Enterprise (hereinafter called "EDGE"), and whereas Participating Member agrees that ACSIG/EDGE has entered into an Administrative Services Agreement with Delta Dental in order to provide eligibility data, forwarding of payments for rates, claims and administrative costs, and to act as a single contract source for all Participating Members who heretofore would have otherwise provided these services independently and directly to Delta Dental; therefore, Participating Member desires to enter into a Participation Agreement (Agreement) with ACSIG/EDGE effective DECEMBER 1, 2020 under the following terms and conditions:

I. ACSIG/EDGE'S RESPONSIBILITIES

ACSIG/EDGE shall have the following responsibilities during the term of this Agreement:

A. Enrollment and Eligibility

ACSIG/EDGE or its designated entity will be responsible for initial and subsequent enrollment of each Participating Member of ACSIG/EDGE consistent with the eligibility provisions of the Dental Care Service Contract ("Delta Contract") issued to Participating Member. ACSIG/EDGE or its designated entity will also provide Delta with a monthly list or tape of eligible employees of Participating Member on or before the 10th day of each month.

B. Eligibility Listings

ACSIG/EDGE or its designated entity will provide Participating Member with an individual listing of Enrolled Employees of Participating Member on, or about, the last day of the month covering eligibility for the following month.

II. PARTICIPATING MEMBER RESPONSIBILITIES

A. Eligibility Listings

Participating Member will provide complete eligibility listings and enrollment information to ACSIG/EDGE or its designated entity, along with any necessary changes to employee status (additions, deletions, changes of family status) prior to the 20th day of the month prior to month for which the transactions are effective.

B. Payments for Rates, Claims and Administrative Services

1. The Participating Member will transmit to ACSIG/EDGE the full amount of the rates/premium contribution as determined by ACSIG/EDGE by check or by deposit, or by using other agreed upon methods, that will be deposited into the trust account designated by ACSIG/EDGE.

2. The Participating Member will remit the rates/premium contribution in the fee Schedule attached hereto. ACSIG/EDGE or its designated entity, will invoice the Participating Member for the established premium contribution rates, and shall be paid by the 15th day of the month for which the enrollment applies. Each following month's invoice will reflect monthly activity including additions or deletions for the previous month's eligibility.

C. COBRA Eligible Members

Participating Member shall be responsible for its employees and/or dependents that may elect to maintain benefits under federal or state COBRA provisions. All letters, notifications, election forms and payment tracking required by COBRA and related laws, shall be provided by the Participating Member. Eligible COBRA employees and/or dependents shall be reported to ACSIG/EDGE in the same manner as other eligible employees, with the Participating Member maintaining the responsibility of tracking the various time limits of eligibility.

III. COVERAGE SEGMENTS

A. Fixed Rate Preferred Provider Organization (PPO) Pooled Segment

B. Fully-Insured Dental Health Maintenance Organization (DHMO) Segment

IV. COVERAGE

A. PPO coverage under this program shall be identical to coverage being provided by Delta Dental under the contract from which the district is transferring, or as shall be established with Delta Dental.

B. DHMO coverage under this program shall consist of specified primary DeltaCare USA plans as established with Delta Dental.

C. A district may elect to alter their level of benefits. Should such changes result in an increase in the scope of coverage, the ACSIG/EDGE Dental and Vision Committee will adjust the premium rate to reflect this increased risk.

V. DENTAL TRUST FUND

A dental trust fund shall be established and used to make disbursements for payment of all costs and expenses relating to the ACSIG/EDGE Dental program.

Separate reserves shall be maintained for the dental benefit program. Reduction of excess reserves shall only be accomplished by the Board through the reduction of future fixed rate contributions. No cash rebate (dividend) shall be made to participating districts.

Warrants shall be drawn on funds only in accordance with procedures established by the Board. The Board may delegate the authority to draw warrants.

VI. RATES/PREMIUM CONTRIBUTION

Districts entering the ACSIG/EDGE pool as a Fixed Rate PPO member will have a fixed rate contribution established reflecting the expected level of claims and administrative expense for each individual district's demographic makeup and level of benefits. Contribution rates adequate to cover anticipated claims and attendant expenses of the program shall be established by the ACSIG/EDGE Dental/Vision Committee. All such calculations shall be made by the Executive Director in a reasonable and prudent manner and approved by the ACSIG/EDGE Dental/Vision Committee. Claims experience for all districts entering the ACSIG/EDGE program on this basis is pooled. All fixed rate contributions are adjusted on the contract anniversary date of OCTOBER 1st. Changes in benefits desired by a participating member within the larger group will result in an adjustment of the fixed rate contributions effective on the date of the benefit change. The fixed rate contribution adjustment will reflect the additional exposure to the participating member and the pool.

Districts entering the ACSIG/EDGE pool as a Fully Insured DHMO member will have a fully insured rate established reflecting the DeltaCare USA regional rates and administrative expense for each individual district's region and level of benefits. Rates shall be established by Delta Dental and attendant expenses of the program shall be established by ACSIG/EDGE Dental/Vision Committee. All such calculations shall be made by the Executive Director in a reasonable and prudent manner and approved by the ACSIG/EDGE Dental/Vision Committee. Claims experience for all districts renewing with the ACSIG/EDGE program on this basis

is pooled. All rates are adjusted on the contract anniversary date of OCTOBER 1st. Changes to selection of the primary plan desired by a participating member within the larger group will result in an adjustment of the rates effective on the date of the benefit change. The rate adjustment will reflect the primary plan selected.

VII. TERM OF CONTRACT AND TERMINATION

A. The term of this Agreement shall commence on DECEMBER 1, 2020 and continue through SEPTEMBER 30, 2021 or upon cessation of the ACSIG/EDGE contract with Delta Dental, whichever is earlier. The Agreement will renew for one year periods of time on OCTOBER 1st of each subsequent year subject to the cancellation provisions of the Agreement. Rates, claims and administration costs that are incurred during the term of this contract are the responsibility of the Participating Member.

B. Either party may cancel this Agreement by giving 90 days written notice prior to the October 1st renewal date to the other party without cause, or upon 30 days' notice if a breach of this agreement occurs and is unresolved within 15 days. Cause means a material breach of any provision of this Participation Agreement.

C. Should either party fail to meet the financial obligation of this Agreement, either party may cancel this Agreement by giving five (5) days notice. Any such cancellation shall be made pursuant to the notice provisions of this Agreement.

D. Participating Members will be given 30 days notice of a change in fee schedule.

E. In the event the Participating Member in the Fixed Rate PPO or Fully Insured DHMO program terminates participation in ACSIG/EDGE, the ACSIG/EDGE will only be responsible for rates/claims that have been incurred prior to the date of termination. The Participating Member will be invoiced by ACSIG/EDGE for all rates/claims that are submitted to ACSIG/EDGE by Delta Dental for rates/claims that occur after the date of termination in ACSIG/EDGE. The Participating Member will also be responsible for the administration fee that Delta Dental charges ACSIG/EDGE and this fee will be included on the invoice from ACSIG/EDGE.

F. The withdrawing Participating Member must give a minimum of ninety (90) days written notice of intention to withdraw prior to the October 1st renewal date and is not eligible to again participate in the ACSIG/EDGE program until a period of five years has elapsed from the date of withdrawal. The

five year provision may be waived by a vote of the ACSIG/EDGE Dental/Vision Committee.

VIII. RESERVES

Claim reserves for fixed rate groups are established based upon recommendations by Delta Dental. At all times an appropriate reserve will be maintained. Reserves are not allocated to individual districts; rather the reserve fund for the entire covered group is pooled. No individual District equity is calculated or contemplated. All reserve funds are the sole property of the ACSIG/EDGE program.

IX. VIII. LIABILITY – DISSOLUTION

In the event the ACSIG/EDGE dental program is dissolved in its entirety, surplus assets will be distributed among current participating JPA-member districts on a pro-rata basis. A pro-rata share shall be determined by the percentage at which the total individual district premium paid compares to the total JPA group premium payable during the immediate preceding twelve months. In the event outstanding liabilities remain at the time of dissolution, participating JPA member districts shall retain responsibility for these liabilities on the same pro-rata basis.

X. DENTAL/VISION COMMITTEE

The Dental/Vision Committee shall be made up of members of the ACSIG/EDGE Board of Directors and shall be responsible for matters relating to the administration and operation of the ACSIG/EDGE program. The Committee shall be composed of a minimum of three representatives plus the ACSIG/EDGE Executive Director.

XI. AGREEMENT REVISIONS

This agreement may be revised at any time by mutual agreement of both parties. Should no agreement be possible, termination of participation shall occur as outlined in Section F.

XII. INDEMNIFICATION AND DISPUTE RESOLUTION

A. The ACSIG/EDGE who is an independent contractor shall not be liable for the payment of any unpaid rates/claims or for denial of payment of any rates/claims under the Plan. It is understood and agreed that in the absence of gross negligence the ACSIG/EDGE will not be liable for any error in payment of rates/claims and while the ACSIG/EDGE will attempt to recover any such erroneous payment, it is not required to initiate legal process for recovery.

B. The ACSIG/EDGE shall use ordinary care and reasonable diligence in the performance of its duties under this Agreement but shall not be liable for any mistake in judgment or other action taken in good faith. In the performance of its duties under this Agreement, the ACSIG/EDGE agrees to indemnify the Participating Member and hold it harmless against any and all loss, damage, and expense resulting from or arising out of the ACSIG/EDGE's gross negligence or dishonest, fraudulent or criminal acts. The ACSIG/EDGE shall maintain adequate errors and omissions coverage.

C. The sole remedy for resolving any and all disputes arising with respect to or in connection with this Agreement, including any disputes regarding the cancellation or rescission of this Agreement, shall be arbitration as herein provided:

(1) All issues for arbitration shall be referred to three disinterested arbitrators, one being chosen by the ACSIG/EDGE one being chosen by the Participating Member and the third chosen by the aforesaid arbitrators. In the event that the first two arbitrators so chosen do not agree as to the third arbitrator within 30 days after both have been appointed as arbitrators, the third arbitrator shall be chosen by the American Arbitration Association. Should either party hereto fail to choose its arbitrator within 30 days after receipt of written notice from the other party requesting it to do so, the requesting party shall name both arbitrators and they shall proceed in all respects as above stipulated. Each party shall present its case to the arbitrators within 30 days following the date of appointment of the third arbitrator.

(2) The arbitrators shall consider this Agreement an honorable engagement rather than merely a legal obligation, and they are relieved of all judicial formalities and may abstain from following the strict rules of law. The decision and award of the majority of the arbitrators shall be final and binding upon the ACSIG/EDGE and the Participating Member. Judgment may be entered upon the award of arbitrators in any Court having jurisdiction.

(3) The arbitrators shall be active or retired (i) insurance agents or (ii) officers of insurance companies, and not under the control or management of either party to this Agreement. Arbitration shall take place in San Francisco, California, unless the ACSIG/EDGE and the Participating Member agree otherwise. The United States Federal Arbitration Act applies to this Agreement.

(4) Each party shall bear the expense of its own chosen arbitrator, and shall jointly and equally bear with the other the expense of the third arbitrator and of the arbitration. In the event that the two arbitrators are chosen by one party, as above provided, the expense of all the arbitrators and the arbitration shall be equally divided between the two parties.

(5) This Provision concerning arbitration shall survive the termination, cancellation or rescission of the Agreement.

XIII. XII. GENERAL PROVISIONS

A. ACSIG/EDGE is and shall remain at all times an independent contractor with respect to the services being performed pursuant to this Agreement and shall not be considered or otherwise deemed to be an employee or agent of the Participating Member.

B. This Agreement is legally enforceable solely between ACSIG/EDGE and Participating Member, and shall not be considered or otherwise deemed to create any rights or legal relationship between ACSIG/EDGE and any participant or beneficiary under the Plan.

C. No waiver or modification of any terms of this Agreement shall be effective unless in writing and duly executed by the party to be charged therewith. Waiver of any breach hereof shall not operate as a waiver of any subsequent breach, nor may the same be asserted in any proceeding as an estoppel against the party asserting such subsequent breach.

D. This Agreement shall in all respects be governed by the laws of the State of California. Venue of any suit or other proceeding hereunder shall be properly placed in Alameda County and both parties waive any objection to venue of any such proceeding therein.

E. If any action be brought by either party to enforce or seek damages for breach of any provision of this Agreement, the prevailing party in such action, if there be a prevailing party, shall be entitled to recover, in addition to costs of suit, such reasonable attorneys' fees as the tribunal determining the action may award.

F. If any term, condition, or provision of this Agreement shall be found to be illegal or unenforceable to any extent for any reason, such provision shall be modified or deleted so as to make the balance of this Agreement, as modified, valid or enforceable to the fullest extent permitted by law.

G. Any notices or other communication required or permitted hereunder shall be in writing, and shall be deemed to have been given, upon being

personally delivered, or two days after being placed in the United States mail, postage prepaid, addressed as follows: Alameda County Schools Insurance Group, P.O. Box 2487, Dublin, CA 94568.

IN WITNESS WHEREOF, the Participating Member, SAN LEANDRO USD, and Alameda County Schools Insurance Group have caused this Agreement to be signed by duly authorized representatives on this _____ day of _____, 2020.

SAN LEANDRO USD

By: _____

Title: _____

By: _____

Title: _____

ALAMEDA COUNTY SCHOOLS INSURANCE GROUP

By: _____

Title: Kimberly Dennis, Executive Director

Appendix I

Fee Schedule

SAN LEANDRO USD

FIXED RATE PPO DENTAL

Monthly Fixed Rates		
	0052, 0053, 1052	**0111, 0112, 0113, 0114**
EE	$58.80	$70.60
EE + 1	$120.90	$125.40
EE + Family	$174.30	$175.40

FULLY INSURED DHMO DENTAL

	Monthly Rates
EE	$19.57
EE + 1	$32.29
EE + Family	$47.76

These rates are guaranteed from DECEMBER 1, 2020 to SEPTEMBER 30, 2021.

All rates, as established by ACSIG and Delta, are subject to change on OCTOBER 1st of each year, and will be guaranteed for a 12 month period of time. Participating Member will be invoiced for such rates in accordance with the provisions of the Participation Agreement.

Appendix II

Ownership of Records

Any employer and employee lists furnished by participating member to ACSIG/EDGE are the sole property of the participating member and will be provided to ACSIG/EDGE only for the purpose of adjudicating claims and gathering statistical data for underwriting and related purposes. All reports, documents and claims data prepared specifically for participating member in connection with this Agreement shall be the property of the participating member. ACSIG/EDGE agrees that its use of such data will be restricted to such purposes and that ACSIG/EDGE will gain no proprietary interest in said lists, reports, documents and claims data because of its use. In the event of the expiration or termination of this agreement, ACSIG/EDGE shall, upon request, return all files to participating member except as may otherwise be agreed to in writing.

Appendix III

Conflict of Interest Code

ACSIG/EDGE has adopted a Conflict of Interest Code, and formally reconsiders it prior to October 1 of all even numbered years, and oversees any required filings of the Statements of Economic Interest with the Fair Political Practices Commission or the designated filing agent. ACSIG/EDGE has a duty to disclose conflicts of interest including but not limited to other sources of Income and has a process to ensure the designated employees have disclosed any conflict of interests. The categories relative to the types of interests that must be disclosed are based upon the types of financial interests relevant to the ACSIG business, which is confined to providing various types of insurance coverage to local public entities.