

HealthPartners, Inc.
(called "HealthPartners")

has issued this
MASTER GROUP CONTRACT
(called the "Master Contract")

for
DENTAL BENEFITS

Master Contract Number: 25454

Master Contractholder: *New City Charter School* (called the "Organization"),

contracts with HealthPartners, to provide dental benefits to its eligible persons (called "Employees") and their eligible dependents (called "Dependents") who enroll hereunder in accordance with the terms and conditions of the Master Contract. Considerations for coverage under the Master Contract are the signed and approved applications of the Organization and the Employees and timely payment. Payment in accordance with the "Payment" section constitutes the Organization's acceptance of the terms and conditions of this Contract.

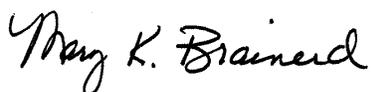
The Master Contract is delivered in the state of Minnesota and governed by its laws.

Master Contract Effective Date: *February 1, 2013*

Master Contract Anniversary Date: *February 1, 2014* (called "Anniversary Date") and annually thereafter.

Master Contract Renewal Dates: the next Anniversary Date, following the Master Contract Effective Date, and monthly renewable thereafter (called "Renewal Date"), subject to the terms and conditions of the Master Contract.

Signed for HealthPartners on the date of issue.



Mary K. Brainerd
President



Andrea M. Walsh
Executive Vice President
Marketing, Member Health and Customer Service

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Prepared by: IJA March 26, 2013

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1. **Benefits:** HealthPartners provides and underwrites coverage of Network Dental Benefits. If the group Membership Contract includes Non-Network Dental Benefits, these benefits are underwritten by HealthPartners Insurance Company, an affiliated company of HealthPartners. The benefits are set forth in the Group Membership Contract(s), Appendices and any attached Amendments or subsequent Group Membership Contract(s), Appendices and any Amendments issued periodically. The Group Membership Contract(s), Appendices and any attached Amendments are hereby incorporated and made fully a part of this Master Contract.
2. **Term:** Benefits and payments shall become effective on the Master Contract's Effective Date. They will continue until the Organization's next Anniversary Date and shall be renewed thereafter on each Renewal Date of the Organization. A thirty-one (31) day advance written notice shall be given by HealthPartners or the Organization to change said benefits and/or payments. HealthPartners reserves the right to terminate benefits, as provided in sections 4. and 11.
3. **Payments:** The amount of each payment due, at the time such payment falls due, is the aggregate of the amounts applicable to each enrolled Employee and Dependent of the Organization according to the notice of rates sent to the Organization prior to the issuance of this Contract. The amount so payable is determined according to the benefits for which each Employee and Dependent is enrolled.

Such payments are due and payable to HealthPartners by the Organization, or its authorized representative, on or before the first day of the month (called "payment due date"), for each month benefits are in force (called "payment period"), for all persons enrolled, at the time such payment falls due.

HealthPartners reserves the right to change the payments on any payment due date. HealthPartners shall give the Organization thirty-one (31) days' advance written notice of any such change. The Organization shall notify each Employee of such change, as necessary.

HealthPartners may adjust plan rates if, due to a merger, acquisition or sale, the total number of eligible Employees changes by more than 20%. Any resulting rate change will be effective on the date of the merger, acquisition or sale.

The Organization's collection of an Employee's payment contribution is solely for the convenience of the Organization and does not create an agency relationship between the Organization and HealthPartners.

The Organization shall give HealthPartners written notice, should the Organization change existing benefits which it provides to any or all of its Employees, no less than thirty-one (31) days before the effective date of such change. Upon receipt of such notice, HealthPartners reserves the right to modify the above payments, thirty-one (31) days after the date of said receipt.

HealthPartners will not extend retroactive coverage, or termination, to Employees or Dependents due to clerical errors by the Organization, for a time period greater than ninety (90) days. In compliance with state or federal law, HealthPartners will extend retroactive enrollment to Employees or Dependents who are eligible for continuation coverage to 115 days after the date coverage under this Contract was terminated due to a qualifying event, and to 160 days if coverage was terminated because of the death of the Employee.

Benefits for a newly enrolled Employee or Dependent (or additional or increased benefits for an already enrolled Employee or Dependent), who is hired or otherwise becomes eligible for benefits hereunder on or before the fifteenth day of any month, shall be provided on the basis of payment for the full month; benefits for a newly enrolled Employee or Dependent (or additional or increased benefits for an already enrolled Employee or Dependent) who becomes eligible for benefits hereunder after the fifteenth day of any month, shall be provided for the balance of such month without additional payment.

When payments are based upon the age of an Employee or Dependent, such payments will be calculated based upon the age of such Employee or Dependent as of the most recent prior birthday date.

4. **Grace Period and Termination:** A grace period of thirty-one (31) days after the payment due date shall be granted for any payment due after the initial payment, provided the Organization has not previously given written notice to HealthPartners that the benefits for all enrolled Employees and Dependents are to be terminated as of the end of the grace period. If the Organization fails to make payment within the grace period, benefits for all enrolled Employees and Dependents shall be terminated, subject to a thirty (30)-day advance written notice of termination by HealthPartners to all Employees of the Organization. The date of termination shall be the end of such grace period, retroactive to the paid-through date, but not more than sixty (60) days prior to the effective date of the notice of termination. The Organization shall be liable to HealthPartners for all payments due and unpaid, including payments for the grace period. If, however, written notice is given by the Organization to HealthPartners during the grace period that the benefits for all enrolled Employees and Dependents are to be terminated before the expiration of the grace period, such benefits shall be terminated as of the date specified by the Organization or the date of receipt of such written notice by HealthPartners, whichever is later, and the Organization shall be liable to HealthPartners for pro-rata payment for the period commencing with the last payment due date and ending with the date of such termination.

The acceptance by HealthPartners of any late payments by the Organization shall not be construed as a waiver of any provisions in this section.

Termination of benefits shall not prejudice any claim incurred prior to the date of such termination.

5. **Participation and Contribution Requirements:** As shown on the rate sheet.

The Company will annually review the Organization's participation to determine if the specified participation requirements were met during the preceding calendar year. The Organization agrees to cooperate with the Company to provide all necessary information relating to participation in accordance with section 13.(e) hereof. In the event the Organization does not meet the participation requirements for any reason, the Company will notify the Organization in writing, and this Contract will be terminated in accordance with section 11.(d) hereof. The Organization shall then have thirty-one (31) days from the date of notice in which to fulfill the participation requirement. If the participation requirement is not fulfilled within such time period, this Contract will be terminated in accordance with section 11. hereof.

6. **Eligibility and Effective Date of Employees:** The Organization's Employees in the following categories are eligible for benefits: *All Employees who work at least 20 hours a week.*

Employees in those categories shall become eligible on: *the date of hire* (called "Eligibility Date") subject to section 3.

An "Employee" is the person who enrolls with the Organization for coverage under this Master Contract.

If the Employee enrolls with the Organization within the thirty-one (31) day period after the Eligibility Date, benefits shall become effective on the Eligibility Date.

An Employee eligible, but not covered on the Eligibility Date, may also apply for Employee and Dependent benefits on a date later than the Eligibility Date, if one of the following life events occur, provided the event causes discontinuation of another employer's or other group contractholder's contribution toward the cost, or termination of, another group contract actually covering the Employee for dental benefits. Life events are limited to the following: an Employee's (1) divorce; (2) spouse's layoff from, or loss of, employment; (3) spouse's death. The Employee must enroll with the Organization for Employee and Dependent benefits within thirty-one (31) days after the date the life event occurs. The effective date of benefits shall be the application date.

No other application made more than thirty-one (31) days after the Eligibility Date shall be accepted unless made during an annual open enrollment period.

The Organization must submit any enrollment information to HealthPartners as soon as possible following receipt of the information. In any case, HealthPartners will not extend retroactive coverage, or termination, to Employees or Dependents due to clerical errors by the Organization, for a time period greater than ninety (90) days. In compliance with state or federal law, HealthPartners will extend retroactive enrollment to Employees or Dependents who are eligible for continuation coverage to 115 days after the date coverage under this Contract was terminated due to a qualifying event, and to 160 days if coverage was terminated because of the death of the Employee.

7. **Eligibility and Effective Date of an Employee's Dependents:** An enrolled Employee with Dependents may enroll a Dependent who is eligible according to the definition of "Eligible Dependents" in the Group Membership Contract and the provisions of this section, provided the Employee enrolls the Dependent with the Organization on or prior to or within thirty-one (31) days of, the date the Dependent is eligible for benefits hereunder and the required payment for that Dependent is made. Benefits for the Dependent shall become effective on the eligibility date.

Newborn infants, including a newborn grandchild of a covered grandparent and a newly adopted child, may be covered regardless of when notice is received by us. However, payment is required from the date of eligibility for a newborn infant, before benefits will be paid. At an Employee's option, an Employee does not have to enroll a Dependent child retroactive to the date of birth or date of placement for adoption if the Employee enrolls the Dependent child prior to age three. If the Employee elects this option, payment does not have to be made retroactive to the date of birth, or date of placement for adoption, and coverage is effective on the first of the month following the date of application.

In addition, an Employee may apply for Dependent benefits in the following situations:

- (a) A Dependent can be added during an open enrollment period. The effective date of benefits shall be the Anniversary Date.
 - (b) A Dependent can be added at the time of a life event if HealthPartners receives written application reasonably acceptable to HealthPartners within thirty-one (31) days from the date of the life event. The effective date for benefits shall be the date of application.
 - (c) A Dependent, who is a disabled child, can be added according to the terms and conditions of the "Disabled Dependent" definition under "Eligible Dependents" in the Group Membership Contract. The effective date of benefits shall be the date HealthPartners receives and approves a properly completed application and the appropriate payment.
8. **Open Enrollment:** After the Effective Date of this Master Contract, an open enrollment period of at least fourteen (14) calendar days will be held once each calendar year. During an open enrollment period, any eligible person of the Organization not covered hereunder, may enroll. An Employee may also enroll eligible Dependents, not covered hereunder, during the open enrollment period. The effective date of benefits for newly covered Employees and Dependents will be the Anniversary Date.
 9. **Changes in Benefits:** The effective date of any change in benefits requested by HealthPartners or the Organization shall be the Anniversary Date, subject to HealthPartners' approval of that change, unless the provision pertaining to that change specifically provides otherwise. Any change in benefits required by state or federal law, shall become effective according to law.

10. Termination of Individual Benefits:

Coverage for benefits of an Employee and Dependent(s) shall terminate on the earliest of the dates shown below:

A. For Employees:

- (a) the date this Master Contract terminates; or
- (b) the last day of any payment period for which payment has been made, should the Organization, or the Employee (or former Employee exercising group continuation privileges) fail to make payment when due, subject to section 4.; or
- (c) the last day of the month, subject to section 3. on which an Employee ceases to be eligible for benefits under this Master Contract, if the Employee does not, within the time limits established by law, elect group continuation privileges as provided under state or federal law; or
- (d) the last day of the eligibility period for group continuation privileges provided under state or federal law; or
- (e) the date following thirty (30) days' advance notice by HealthPartners, in the event the Employee fails to make the copayments required under the Group Membership Contract. HealthPartners will notify the Employee in writing of that failure. If the Employee then does not make payment or fails to disprove the claim within thirty (30) days of the written notice, benefits terminate; or
- (f) if the Employer knowingly gives false information on his/her application for membership or otherwise misrepresents or omits a fact, and if that false information or omission is material to our acceptance of membership, coverage for the Employee will automatically terminate upon thirty (30) days' notice, provided discovery of the false information is made within six months of the date of enrollment.

B. For Dependents:

- (a) the date this Master Contract terminates; or
- (b) the date Dependent benefits under this Master Contract are discontinued for all Dependents; or
- (c) the last day of the month, subject to section 3., on which a person ceases to be eligible to be enrolled as a Dependent, if said Dependent does not, within the time limits established by law, elect group continuation privileges available to the Dependent under state or federal law; or
- (d) the date on which the Employee's benefits terminate, as provided under paragraph A. above, if neither the Employee nor the eligible Dependent elects, within the time limits established by law, group continuation privileges available to the Dependent under state or federal law; or
- (e) the last day of the eligibility period, for group continuation privileges provided under state or federal law; or
- (f) the last day of the payment period for which payment has been made, should the Organization, or the Dependent (or the Employee on the Dependent's behalf) fail to make payment, when due, subject to section 4.

11. Termination of the Master Contract: Coverage for benefits of all the Organization's Employees and Dependents shall terminate on the earliest of the dates described below:

- (a) the last day of the payment period for which payment has been made, if the Organization is in breach of any of the terms and conditions for coverage of this Master Contract. HealthPartners shall give the Organization written notice of its intent to terminate due to the Organization's breach of any said provisions thirty-one (31) days in advance of the termination date. In the event the Organization makes the changes required by HealthPartners to come into compliance with the specified provisions within the thirty-one (31)-day period following notification of termination, this Master Contract may be continued only upon joint agreement of the Organization and HealthPartners; or
- (b) the end of the grace period, as provided in section 4.; or
- (c) any payment due date after the first Anniversary Date, if the Organization gives HealthPartners written notice at least thirty-one (31) days prior to the date of termination; or
- (d) any payment due date after the first Anniversary Date, if HealthPartners gives the Organization at least thirty-one (31) days' advance written notice prior to the date of termination. HealthPartners will return promptly the unearned portion of any payment made by the Organization.

Termination of the Master Contract shall not prejudice any claims incurred prior to the effective date of termination.

Termination by HealthPartners may be retroactive to the last day of the payment period for which payment has been made, subject to section 3.

12. Continuation Rights: HealthPartners agrees to provide continuation coverage, as specified in the Group Membership Contract referenced herein, for an Employee or Dependent who is no longer eligible under the terms of this Master Contract.

13. Standard Provisions:

- (a) Entire Contract; Changes:
This Master Contract, including attached Amendments (if any), the Group Membership Contract(s), including attached Amendments (if any), the application of the Organization, and the individual applications of the Employees constitute the entire contract between the parties. This Master Contract, or any change to this Master Contract, shall be valid only when approved by HealthPartners and the Organization, and such approval is attached hereto or endorsed hereon, or is otherwise acknowledged by the Organization, by making the required payments. No individual who is not an authorized employee of HealthPartners and as such designated by HealthPartners, has authority to change this Master Contract or Group Membership Contract or to waive any of their provisions.
- (b) Effective Time:
The effective time for any dates shall be 12:01 A.M., Central Time. For provisions which are based on a calendar year, calendar year means the period commencing at 12:01 A.M., Central Time, on January 1, to 12:00 midnight of the following December 31.
- (c) Masculine Pronouns:
Masculine pronouns in the Master Contract apply to both sexes.
- (d) Membership Contracts:
A Group Membership Contract for will be issued to each Employee, or to the Organization (for delivery to each Employee). The benefits and coverage terms described in the Group Membership Contract are controlled by the provisions of the Master Contract and are subject to any changes in the Master Contract. The Organization must have the Master Contract available for inspection by Employees at all reasonable times. The terms of the Group Membership Contract may be altered by (1) requirements of state or federal law; or (2) the methods outlined in sections 2., 3. and 9. hereof.

- (e) **Required Information:**
The Organization shall furnish all information required by HealthPartners to compute payments due from the Organization, review the Employee participation, and maintain necessary administrative records. The Organization's records which have a bearing on this agreement shall be available for inspection by HealthPartners at any reasonable time.
 - (f) **Misstatement of Age:**
If the age of any person enrolled under the Master Contract has been misstated, then: (1) the Organization or HealthPartners (whichever is applicable) agree to adjust payments to correspond to the person's true age; and (2) applicable benefits shall be corrected accordingly (in which case the payments adjustment shall take such a correction into account).
 - (g) **Conformity with State Laws:**
Any provision of this Master Contract which, on its Effective Date, is in conflict with the laws of the State of Minnesota, shall be amended to conform to the minimum requirements of such laws.
 - (h) The Organization agrees to include the following information in the employer's plan documents and make such information available to Employees and Dependents as may be required by law: name of employer plan, address of employer plan, plan year, plan fiscal year ending date, eligible classes, waiting periods (if any), employer name and Internal Revenue Service identification number, plan identification number, employer contribution levels and the name and address of the person or entity that should receive notices from enrolled Employees and Dependents under item c. in subsection 3. "Election of Continuation Coverage" of the "Continuation of Group Dental Coverage" section of the Group Membership Contract.
 - (i) Final discretionary authority to construe the terms of the plan and coverage of a claim under the Group Membership Contract is with HealthPartners. This is not intended to abrogate any common law principles on contract construction.
 - (j) **Notice of Change to Self-Insured Coverage:**
If the Organization is terminating the coverage under this Master Contract and replacing it with a self-insured plan, the Organization must notify HealthPartners of such change by the tenth of the month prior to the effective date of the change. If the Organization fails to give HealthPartners such notice, HealthPartners may bill the Organization for any claims incorrectly processed due to late notice.
- 14. Sole Carrier:** The benefits provided under this Master Contract by HealthPartners to the Employees of the Organization shall be the sole benefits offered to such Employees by the Organization.
- 15. Rights Shall Not Vest:** No provision or benefits provided hereunder, shall vest in any Employee rights which would prevent modification or change of such provision or benefits, mutually agreed to by the parties to this Master Contract.
- 16. Request for PDF File:** In response to a specific request, HealthPartners will furnish to the Organization, or an agent of the Organization, an electronic version of the Group Membership Contract or other document in a PDF or comparable format solely for the convenience of the Organization or its agent. The Organization agrees that the sole permissive use is a display of the PDF file on an internal intranet site or individual computer for the exclusive use of Organization or its agent, in a complete and unaltered format. The Organization must display the file in the manner designated by HealthPartners (including any and all disclaimers and introductory text accompanying the Group Membership Contract or other document) and cease using the PDF file immediately upon request by HealthPartners. The Organization agrees to indemnify and hold harmless HealthPartners and its related organizations for any negligent or intentional acts by Organization or its employees, officer or agents which result in damage to HealthPartners or its related organizations in regards to the provision and use of the electronic version of the Group Membership Contract or other document, to include, but not limited to: improper distribution of the PDF file, alteration of the PDF file after delivery by HealthPartners or inaccurate or incomplete information resulting from improper posting and/or maintenance of the PDF file after delivery by HealthPartners. This provision shall be in effect indefinitely throughout the use and possession of the PDF file by Organization or its agent.

- 17. Protected Health Information:** In the event that protected health information is requested by the Organization, HealthPartners may only disclose such information as permitted by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and regulations promulgated thereunder and as amended for purposes including certain plan administrative functions, such as: claims review, quality assurance, auditing, monitoring and management of carve out plans. Information may be disclosed to the Organization only upon receipt of a certification from the Organization that this plan document has been amended to include the following provisions and that the Organization agrees to:
- a. Not use or further disclose information except as listed above or as required or permitted by law;
 - b. Ensure that any agents or subcontractors agree to the same restrictions and conditions that apply to the Organization and that such agents and subcontractors agree to implement reasonable and appropriate security measures to protect electronic protected health information;
 - c. Not use or disclose any information for employment-related actions or decisions;
 - d. Not use or disclose any information in connection with any other employee benefit plan of the Organization;
 - e. Report to HealthPartners any security incident related to electronic protected health information it becomes aware of and any use or disclosure of the information that is inconsistent with the uses or disclosures described above;
 - f. Make information available to fulfill employee rights to access protected health information;
 - g. Make information available for amendment or to incorporate applicable amendments;
 - h. Make information available in order to provide an accounting of disclosures;
 - i. Make internal practices, books and records relating to the use and disclosure of information received from HealthPartners available to Department of Health and Human Services to determine compliance with HIPAA;
 - j. Return or destroy all protected health information received from HealthPartners, if feasible, when use or disclosure is no longer required. If return or destruction is not possible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
 - k. Ensure only certain classes of employees designated by the Organization are permitted access to protected health information for plan administration functions;
 - l. Implement an effective mechanism for handling noncompliance by the employees designated access to protected health information;
 - m. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that is created, received, maintained or transmitted on behalf of the group health plan; and
 - n. Ensure adequate separation between the group health plan and the Organization is supported by reasonable and appropriate security measures.