SECOND AMENDMENT

To the Group Agreement Between LIBERTY Dental Plan of California, Inc. and County of Santa Clara

THIS SECOND AMENDMENT (the “Amendment”) to the Group Agreement executed by and between LIBERTY Dental Plan of California, Inc. (“LIBERTY”) and County of Santa Clara (“Group”) (each individually a “Party” and together, the “Parties”) on June 19, 2017 (the “Agreement”) is hereby entered into by the Parties, effective as of May 12, 2020 (the “Effective Date”).

WHEREAS, LIBERTY and Group are Parties to the Agreement, pursuant to which LIBERTY provides, or arranges for, the provision of certain Covered Services to Subscribers; and

WHEREAS, LIBERTY and Group wish to modify the dates for which the updated Premium rates apply;

NOW, THEREFORE, in consideration of the mutual covenants and terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Recitals. The Recitals set forth above are incorporated in this Amendment and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Paragraph 1.

2. Defined Terms. Except as otherwise set forth herein, capitalized terms shall have the same meaning set forth in the Agreement.

3. Changes to Attachment B. Attachment B (“Premiums”) is hereby deleted in its entirety and replaced with the new Attachment B attached to this Amendment.

4. Agreement Remains in Full Force and Effect. Except as specifically amended by this Amendment, the Agreement shall continue in full force and effect.

5. Headings. The headings of the sections of this Amendment are for convenience only and may not in any way affect the meaning or interpretation of this Amendment.

6. Counterparts. This Amendment may be executed in several counterparts (including by facsimile or by an electronic scan delivered by electronic mail) that together shall constitute a single agreement.

IN WITNESS WHEREOF, the Parties have agreed to and executed this Amendment by their duly authorized signatories to be effective as of the Effective Date.

LIBERTY Dental Plan of California, Inc. (“LIBERTY”)  

Authorized Signature  

John Carvelli  

Print Name  

Executive Vice President  

County of Santa Clara (“Group”)  

Authorized Signature  

Print Name  

Title  

Approved as to Form and Legality  

Deputy County Counsel
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<tbody>
<tr>
<td>Fully Insured, Non-Participating</td>
<td>Monthly Composite Rate Per Employee (with or without dependents)</td>
<td>$43.59</td>
<td>$43.12</td>
<td>$43.12</td>
<td>$40.96</td>
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*Upon expiration of the initial terms of this Agreement, at the County’s option, the Agreement may be extended for one additional one-year period (2022-2023 plan year). Rate cap for the additional one-year period shall not exceed 4% over the previous year.