

Alpha Dental Programs, Inc.
1701 Shoal Creek, Suite 240
Highland Village, TX 75077
(800) 422-4234

MULTI-STATE RIDER to
GROUP DENTAL SERVICE CONTRACT
(AFFILIATED DENTAL PLANS)

Issued to Tarrant County ("Applicant")

Alpha Dental Programs, Inc. ("Alpha Dental") has entered into a Group Dental Service Contract ("Contract") with the Applicant in Texas, to make dental benefits available for all eligible employees of the Applicant and their eligible dependents residing there. Applicant also has employees in the states named below who are eligible for benefits, and who wish to obtain dental benefits offered by Applicant. In order to provide dental benefits to enrolled eligible employees ("primary enrollees") and their eligible dependents, collectively hereinafter referred to as "enrollees", a Group Dental Service Contract will be issued to Applicant in each of those states by the Affiliate of Alpha Dental listed in the attached Table of Affiliates. Such Affiliate Contracts shall bind the Affiliate and the Applicant upon execution of the Contract with Alpha Dental. The Contract issued to Applicant by each Affiliate may be inspected by Applicant prior to executing the Contract with Alpha Dental and will be provided to Applicant upon written request.

Benefits: The benefits which will be provided by each Affiliate are shown in the evidence of coverage or other document which the Affiliate will deliver to each primary enrollee who resides in the state(s) for whose residents it has undertaken to provide benefits. A copy of each such evidence of coverage or other document is attached to, and shall form a part of, this Rider. Due to state-specific regulatory requirements, it may not be possible for Affiliates to provide benefits which exactly duplicate those in the Contract; however, Affiliates agree to provide benefits which most closely approximate those benefits in the Contract.

Affiliate Addendum: In the event an Affiliate is subject to state-specific legal requirements that affect the Contract and/or the Applicant, the affected provisions of the Contract are stipulated in an Affiliate Addendum ("Addendum") which are attached to, and form a part of, this Rider. Provisions included in the Addendum will not duplicate those in the evidence of coverage or other document noted above. The terms of the Affiliate Contract and Affiliate Addendum shall take precedence over any similar terms contained in the Contract issued to Applicant by, Alpha Dental with respect to coverage of enrollees in a particular state. A full copy of the Group Dental Service Contract issued to the Applicant by any Affiliate will be made available to Applicant upon written request to:

Delta Dental Insurance Company
Attn: Contracts, Mail Stop 6F
1130 Sanctuary Parkway, Suite 600
Alpharetta, GA 30009

Premiums: Applicant agrees to pay premiums on behalf of enrollees in accordance with the Contract. Applicant shall remit a single check as described in Group Variables and Premiums Schedule(s) of this Rider along with a list of all enrollees grouped according to the states in which they reside.

Effective Date: This Rider shall take effect as of the Effective Date set forth below, and shall remain in effect as long as the Contract issued by Alpha Dental remains in effect, subject to other termination provisions set forth in an Affiliate Addendum for a specific state.

This Rider is hereby attached to, and shall form a part of, the Contract identified by the contract number below.

Effective Date: January 1, 2022

Contract Number: 79483

Group Number(s): See Appendix

Plan: 14I

State(s): Alabama, Missouri, Oklahoma, Oregon, Tennessee, Wisconsin

IN WITNESS WHEREOF, the parties have caused this Rider to be executed on the dates indicated below.

(Date)

See Appendix
(Group Number)

Tarrant County
(Applicant)

By: _____
(Authorized Signature)

(Title)

Date: March 10, 2022

Alpha Dental Programs, Inc.
1701 Shoal Creek, Suite 240
Highland Village, TX 75077



Michael G. Hankinson, Esq., President

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APPENDIX

<u>Division #</u>	<u>Division Name</u>
01001	Tarrant County
08001	Tarrant County
08002	Tarrant County
09001	Tarrant County

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GROUP VARIABLES AND PREMIUMS SCHEDULE

A.	Client Name:	Tarrant County
B.	Group Number:	See Appendix
C.	Effective Date:	January 1, 2022
D.	Contract Term:	60 Months
E.	Eligible Present Employees:	As defined by the Applicant.
	Eligible New Employees:	As defined by the Applicant.
F.	Premiums	per Month:
	Plan Type:	TX14I
		1/1/2022 Thru 12/31/2024
	Texas Primary Enrollee:	\$11.94
	Texas Primary Enrollee Plus Spouse:	\$20.34
	Texas Primary Enrollee Plus Child(ren):	\$26.84
	Texas Primary Enrollee Plus Spouse Plus Child(ren):	\$34.30

Not to Exceed Rates

	1/1/2025 Thru 12/31/2025
*Texas Primary Enrollee:	\$12.60
*Texas Primary Enrollee Plus Spouse:	\$21.46
*Texas Primary Enrollee Plus Child(ren):	\$28.32
*Texas Primary Enrollee Plus Spouse Plus Child(ren):	\$36.19
	1/12/2026 Thru 12/31/2026
*Texas Primary Enrollee:	\$13.29
*Texas Primary Enrollee Plus Spouse:	\$22.64
*Texas Primary Enrollee Plus Child(ren):	\$29.88
*Texas Primary Enrollee Plus Spouse Plus Child(ren):	\$38.18

G. Remit Premium Payment to: Attn: Accounts Receivable
 Delta Dental Insurance Company
 P.O. Box 647006
 Dallas, TX 75264-7006

H. Wash Language: Employees added on or prior to the 15th of the month are payable for that month; employees added after the 15th of the month are not payable for that month. Terminations received prior to the 16th of the month are not payable for that month; terminations received on or after the 16th of the month are payable for that month.

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TABLE OF AFFILIATES

<u>AFFILIATE</u>	<u>STATE(S) IN WHICH BENEFITS WILL BE PROVIDED</u>
ALPHA DENTAL OF ALABAMA, INC. 1130 Sanctuary Parkway Alpharetta, GA 30009	AL
ALPHA DENTAL PROGRAMS, INC. 1701 Shoal Creek, Suite 240 Highland Village, TX 75077	MO
DELTA DENTAL INSURANCE COMPANY 1130 Sanctuary Parkway Alpharetta, GA 30009	TN
DENTEGRA INSURANCE COMPANY 560 Mission Street, Suite 1300 San Francisco, CA 94105	OK, OR, WI

AFFILIATE ADDENDUM
AFFILIATE: ALPHA DENTAL OF ALABAMA, INC. ("ALPHA")
STATE: ALABAMA

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of **Alabama**:

- (1) Applicant has the right to request information about how ALPHA operates its care delivery system and an explanation of benefits to which enrollees are entitled under the terms of the Alabama contract. This information is available by contacting the administrator at (800) 422-4234 or by written request to the address shown below.

Delta Dental Insurance Company
Attn: Contracts, Mail Stop 6F
1130 Sanctuary Parkway, Suite 600
Alpharetta, GA 30009

AFFILIATE ADDENDUM
AFFILIATE: ALPHA DENTAL PROGRAMS, INC. ("ALPHA")
STATE: MISSOURI

The attached Missouri Evidence of Coverage addresses all state-specific legal requirements.

AFFILIATE ADDENDUM
AFFILIATE: DENTEGRA INSURANCE COMPANY ("Dentegra")
STATE: OKLAHOMA

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of **Oklahoma**:

1. ANY MEMBER IN A PREPAID DENTAL PLAN IS FREE TO SELECT ANY LICENSED DENTAL PRACTITIONER TO PROVIDE DENTAL SERVICES. HOWEVER, THIS CONTRACT PROVIDES BENEFITS THAT DIFFER DEPENDING ON WHETHER TREATMENT IS RECEIVED FROM A NETWORK DENTIST OR A NON-NETWORK DENTIST. Please refer to *Article 4* and *Schedule A, Description of Benefits and Copayments*, for a complete description of Benefits.
2. In the absence of fraud, all statements made by the Applicant or by any persons covered shall be deemed representations and not warranties. No statement by an Enrollee in his or her application shall void the Contract or be used in any legal proceeding thereunder, unless such application or an exact copy thereof is included in or attached to this Contract.

AFFILIATE ADDENDUM
AFFILIATE: DENTEGRA INSURANCE COMPANY ("Dentegra")
STATE: OREGON

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of **Oregon**:

- (1) In the absence of fraud, all statements made by applicants, the policyholder or an insured person shall be deemed representations and not warranties, and no statement made for the purpose of effecting insurance shall avoid the insurance or reduce benefits unless contained in a written instrument signed by the policyholder or the insured person, a copy of which has been furnished to the policyholder or to the person or the beneficiary of the person.

AFFILIATE ADDENDUM
AFFILIATE: DELTA DENTAL INSURANCE COMPANY ("Delta Dental")
STATE: TENNESSEE

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of **Tennessee**:

- (1) The Tennessee contract shall mean the agreement between Delta Dental and Applicant including the application, any attached schedules, appendices, endorsements, riders and individual applications of the enrollees. The contract shall constitute the entire agreement between the parties.
- (2) Eligible Tennessee dependents include the spouse (unless legally separated or divorced) and unmarried children from birth up to age 26.
- (3) The Tennessee contract, the contract application, and any attached schedules, appendices, endorsements, riders and the individual applications of enrollees, constitute the entire agreement between Delta Dental and Applicant. No agent has authority to amend the contract or waive any of its provisions. No amendment to the Contract shall be valid unless approved by an executive officer of Delta Dental and evidenced by endorsements. All statements made in such applications shall, in the absence of fraud, be deemed, representations and not warranties. No such statement shall be used in defense of a claim under the contract unless it is contained in a written application.

AFFILIATE ADDENDUM
AFFILIATE: DENTEGRA INSURANCE COMPANY ("Dentegra")
STATE: WISCONSIN

The provisions outlined below apply only to coverage provided for Applicant's enrollees in the state of **Wisconsin**:

1. Applicant shall have a grace period of 31 days for Premium payment during which this Contract shall remain in force. Delta will furnish Benefits during a grace period and Applicant shall remain responsible for Premiums incurred during this period.
2. This Contract may be terminated by Dentegra upon Applicant's failure (i) to furnish Dentegra with the names of eligible Enrollees as required by *Article 2*, or (ii) to pay Premiums before the expiration of the 31-day grace period, and in the amount and manner required by *Article 3*, provided Applicant has been notified of such failure and at least 15 days have elapsed since such notification.