Benefits Provided by SafeGuard Health Plans, Inc., a MetLife company
200 Park Avenue, New York, New York 10166

SafeGuard Health Plans, Inc. ("SafeGuard"), a Texas corporation, will provide the benefits specified in the Exhibits of this contract subject to the terms and provisions of this contract. The Schedule of Exhibits lists each Exhibit to this contract, to whom it applies and its effective date.

**Organization:** Pearland Independent School District

**Group Contract No.:** 278141

**EFFECTIVE DATE**

This contract will take effect on September 1, 2026.

**CONTRACT ANNIVERSARIES**

Contract anniversaries will be September 1, 2027 and each subsequent September 1.

**PREPAYMENT FEES**

This contract is issued in return for the payment of required Prepayment Fees by covered Members of the Organization. Prepayment Fees are payable at the home office of SafeGuard or to its authorized agent. The first Prepayment Fee is due on and must be paid by this contract's effective date. Any later Prepayment Fees are due monthly in advance on the first day of each Contract Month. These dates are the Prepayment Fee Due Dates.

**CONTRACT SITUS**

This contract is issued for delivery in and governed by the laws of Texas.

Signed as of this contract's effective date at SafeGuard's home office in Irvine, California.



Alan Hirschberg, President

**GROUP DENTAL PLAN**

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## DEFINITIONS

As used in this contract, the terms listed below will have the meanings defined below. When defined terms are used in this contract, they will appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

**Contract Anniversary** is defined on page 1.

**Contract Month.** The first Contract Month will begin on the effective date shown on page 1. Subsequent Contract Months will begin on the same day of each subsequent calendar month.

**Contribution** means the amount the Organization may require the Member to pay toward the total Prepayment Fee that MetLife charges for the benefits provided by this contract.

**Contributory Benefits** means benefits for which the Organization may require the Member to pay at least part of the Prepayment Fee.

**Covered Person** means a Member and/or a Dependent as set forth in the Exhibit which applies to the Member.

**Dependent** is defined in the Exhibit which applies to the Member.

**Member** means the person, usually the employee, who represents the family unit in relation to the dental benefits.

**Noncontributory Benefits** means benefits for which the Organization may not require the Member to pay any part of the Prepayment Fee.

**Prepayment Fee** means the amount the Organization must pay to SafeGuard for all the benefits provided under this contract.

**Prepayment Fee Due Date** is defined on page 1.

**Selected General Dentist** means a SafeGuard contracted dentist who agrees in Writing to provide dental services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

**Selected General Dental Office** means a dental office contracted with SafeGuard consisting of dentists who agree in Writing to provide dental services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

**Service Area** means the geographical area in which Safeguard has a panel of Selected General Dentists and Specialty Care Dentists who have agree to provide care to SafeGuard customers. To enroll in the SafeGuard plan, a Covered Person (except Dependent children) must, reside, live, or work in the Service Area.

**Signed** means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

**Specialty Care Dentist** means a SafeGuard contracted dentist who agrees in Writing to provide Specialty Care services under special terms, conditions and financial reimbursement arrangements with SafeGuard.

**Written** or **Writing** means a record which is on or transmitted by paper or electronic media, and which is consistent with applicable law.

## SCHEDULE OF BENEFITS

The schedules of benefits which apply under this contract are set forth in the Exhibits.

## ELIGIBILITY AND EFFECTIVE DATES OF BENEFITS

The Eligibility and Effective Dates of Benefits provisions that apply under this contract are set forth in the Exhibits.

## CONTRIBUTIONS

The Organization will not require a Member to contribute to the cost of Noncontributory Benefits.

The maximum amount that a Member may be required to contribute to the cost of Contributory Benefits will not exceed the Prepayment Fee charged for the amounts of such benefits.

## PREPAYMENT FEES

The Organization will continue to pay the Prepayment Fee for a Member until the end of the month that SafeGuard is notified in Writing that the Member's coverage is terminated and the Member is removed from eligibility records provided to Safeguard.

### Initial Prepayment Fee

The initial Prepayment Fee is shown in the Exhibits.

### Frequency of Prepayment Fee Payment

Prepayment Fees for this contract will be paid as shown on page 1. SafeGuard and the Organization may agree that payment be made in advance every 3, 6, or 12 months.

### Computation of the Prepayment Fee

The Prepayment Fee due on any Prepayment Fee Due Date is determined by the total amount of benefits provided by this contract on such Prepayment Fee Due Date, multiplied by the appropriate Prepayment Fee which is then in effect subject to any Prepayment Fee adjustments, if applicable.

SafeGuard may use any reasonable method that complies with Texas law to compute Prepayment Fees due under this contract.

### Prepayment Fee for Changes in Benefits

For benefits that take effect after the first day of a Contract Month, the Prepayment Fee will be charged from the first day of the next Contract Month. However, if a contract amendment is required for such benefits, the Prepayment Fee will be charged as of the date such benefits take effect.

If this contract ends, the Prepayment Fee will be charged to the date benefits end. If benefits end for other reasons, the Prepayment Fee will be charged to the end of the Contract Month in which benefits end.

### Right to Change the Prepayment Fee

SafeGuard may change Prepayment Fees for changes which materially affect the risk assumed for the benefits provided by this contract, as follows:

1. when this contract is amended or endorsed;

2. when a class of eligible persons is added to or deleted from this contract for any reason including corporate restructuring, acquisition, spin-off or similar situations;

**Right to Change the Prepayment Fee (continued)**

3. when the Organization's subsidiary, affiliate, division, branch or other similar entity is added to or deleted from this contract for any reason including corporate restructuring, acquisition, spin-off or similar situations;

4. when there is a significant change in the geographic distribution of Covered Persons;

5. when applicable law requires a change in:

    a. the benefits provided by this contract; and/or
    b. the class of persons eligible for benefits under this contract; or

6. when a Prepayment Fee Due Date coincides with or next follows:

    a. a change greater than 10% in the number of Covered Persons since the later of the contract Effective Date and the last date that the Prepayment Fee was changed; or

    b. a change greater than 5% in the amount of benefits provided by this contract since the later of the contract Effective Date and the last date that the Prepayment Fee was changed.

In addition, SafeGuard may change the Prepayment Fee:

1. except as may be stated in Exhibits, on any date on or after the first Contract Anniversary; this will be done no more frequently than every 12 months and only if SafeGuard notifies the Organization, in Writing, at least 60 days before such change; and

2. on any other date agreed to by SafeGuard and the Organization.

The new Prepayment Fee will apply only to a Prepayment Fee due on or after the date the rate change takes effect.

**GRACE PERIOD**

Each Prepayment Fee due after the Effective Date of this contract may be paid up to 30 days after its Prepayment Fee Due Date. This period is the grace period. The benefits provided by this contract will stay in effect during this period. SafeGuard will notify the Organization in Writing that, if the Prepayment Fee is not paid by the end of the grace period, this contract will end at the end of the last day of the grace period. If SafeGuard fails to give Written notice to the Organization, this contract will continue in effect until the date such notice is given. If payment is not received within the 30 days, the terminated members may be liable for the cost of services received during the grace period.

**Organization's intent to end this contract during the grace period**. The Organization may notify SafeGuard in Writing prior to the end of the grace period of its intent to end this contract before the end of the grace period. In this case, this contract will end on the later of:

1. the date stated in the notice; or
2. the date SafeGuard receives the notice.

If the Organization replaces this contract with another group contract but does not give SafeGuard notice of intent to end this contract, the grace period provisions will apply.

## END OF BENEFITS PROVIDED BY THIS CONTRACT

The Organization can end this contract as follows:

1. By giving 30 days advance Written notice to SafeGuard if SafeGuard makes a material change in any provisions requiring disclosure;

2. By giving 120 days advance Written notice to SafeGuard. The contract will end on the later of:

    a. the date stated in the notice; or
    b. the date SafeGuard receives the notice.

SafeGuard can end this contract as follows:

1. on the date the Prepayment Fee is not paid when due, subject to the Grace Period provisions; or
2. on any Prepayment Fee Due Date, by giving the Organization 120 days advance Written notice, if, for a period of at least six consecutive months less than:
    a. for benefits for Members, 65% of persons eligible under this contract are covered for Contributory Benefits;
    b. for benefits for Dependents, 75% of persons eligible under this contract who are not waiving coverage due to coverage elsewhere, are covered for Contributory Benefits;
    c. 100% of persons eligible under this contract are covered for Noncontributory Benefits; or
    d. 10 Members are covered by this contract.
3. on any Prepayment Fee Due Date, by giving the Organization 30 days advance Written notice, if the Organization fails to provide information on a timely basis or perform any obligations required by this contract or any applicable law; or
4. on any Contract Anniversary, except during a Rate Guarantee Period as may be provided in the Exhibits, by giving the Organization 30 days advance Written notice;
5. 15 days after we provide Written notice, if the Organization engages in fraud; or
6. Membership of an Employer in an association ceases, coverage may be cancelled after 30 days Written notice. This provision applies only if coverage is terminated uniformly without regard to the health status of the Covered Person; or
7. on any Prepayment Fee Due Date, by giving the Organization 30 days advance Written notice, if no Member covered under this contract resides, lives, or works in the Service Area.

This contract will end on the date on which the last evidence of coverage in effect under this contract ends.

If this contract ends, all Prepayment Fees due must be paid. If SafeGuard accepts a Prepayment Fee after the date this contract ends, such acceptance will not act to reinstate the contract. SafeGuard will refund any unearned Prepayment Fee.

## GENERAL PROVISIONS

**Entire Contract.** The entire contract is made up of the following:

1. this contract, including its Exhibits; and
2. the Organization's Group Application and Enrollment Form.

These documents constitute entire contract between the parties and that, to be valid, any change in the forms must be approved by an officer of SafeGuard and attached to the affected form and that no agent has the authority to change the form or waive any of the provisions.

**Contract Changes or Waivers.** The terms and provisions of this contract may be changed, at any time, without the consent of the Covered Persons or anyone else with a beneficial interest in it. SafeGuard will issue amendments and endorsements to effect such changes. SafeGuard will only make changes that are consistent with applicable law. An amendment or endorsement will not affect the benefits provided under evidences of coverage issued before the effective date of the change, unless retroactivity is consistent with applicable law.

An officer of SafeGuard must approve in Writing any change or waiver of the terms and provisions of this contract. A sales representative, or other SafeGuard employee, who is not an officer of SafeGuard, does not have SafeGuard's authority to approve such changes or waivers. A change or waiver will be evidenced by an amendment Signed by an officer of SafeGuard and the Organization or an endorsement Signed by an officer of SafeGuard. A copy of the amendment or endorsement will be provided to the Organization for attachment to this contract.

**Incontestability: Statements Made by the Organization.** Any statement made by the Organization will be considered a representation and not a warranty. SafeGuard will not use such statement to avoid or reduce benefits or defend a claim unless it is contained in a Written application.

**Incontestability: Statements Made by Covered Persons.** Any statement made by a Covered Person will be considered a representation and not a warranty. SafeGuard will not use such statement to avoid or reduce benefits or defend a claim unless the following requirements are met:

1. the statement is in a Written application or enrollment form;
2. the Covered Person has Signed the application or enrollment form; and
3. a copy of the application or enrollment form has been given to the Covered Person or his beneficiary.

SafeGuard will not use such statements to contest an increase or benefit addition after the increase or benefit has been in force for 2 years during his life, unless the statement is fraudulent.

**Subscriber Certificate/Evidence of Coverage.** SafeGuard will issue an evidence of coverage to the Organization for delivery to each Covered Person, as appropriate. The evidence of coverage will describe the Covered Person's benefits and rights under this contract. "Evidence of coverage" includes any of SafeGuard's Schedules of Benefits, notices or other attachments to the Evidence of Coverage. Any direct conflict between this contract and the evidence of coverage will be resolved according to the terms which are most favorable to the Covered Person. The Evidence of Coverage is part of this Group Contract as if fully incorporated herein. Andy direct conflict between this Group Contract and the Evidence of Coverage will be resolved according to the terms which are most favorable to the subscriber.

**Participating Providers.** The Directory of Participating Providers contains a complete listing of Selected General Dental Offices. Selected General Dental Offices may also be located by accessing www.metlife.com/mybenefits to view Selected General Dental Offices by zip code.

SafeGuard will maintain a contractual relationship with dental facilities at appropriate locations to provide services to Covered Persons. The Organization recognizes that the establishment maintenance and location of all dental facilities are within the sole discretion of SafeGuard; and SafeGuard shall make the sole determination of the location and establishment of a contractual relationship with all such dental facilities. SafeGuard agrees to promptly notify Covered Persons and the Organization in writing of the termination, breach of contract by, inability to perform of, or closure of any participating dental facility and to transfer Covered Persons to existing or alternate dental facilities.

**Assignment.** The rights and benefits under this contract are not assignable prior to a claim for benefits, except as required by law or as permitted by SafeGuard.

**Data Needed.** The Organization will provide SafeGuard with all the data needed to compute the Prepayment Fee and carry out the terms of this contract. SafeGuard may examine such data at any reasonable time. If SafeGuard or the Organization make a clerical error in keeping the data, the Prepayment Fee and/or benefits will be adjusted according to the correct data. An error will not end benefits validly in effect, nor will it continue benefits validly ended.

**Misstatement of Age.** If a Covered Person's age is misstated, the correct age will be used to determine if benefits are in effect and, as appropriate, adjust the Prepayment Fee and/or benefits.

**Non-Dividend Paying.** This contract does not pay dividends.

**Conformity with Law.** If the terms and provisions of this contract do not conform to any applicable law, this contract shall be interpreted to so conform.

**SCHEDULE OF EXHIBITS**

| Exhibit Number | Exhibit Type | Applies To | Effective Date |
|---|---|---|---|
| 1 | Prepayment Fee Schedule | All Covered Persons | September 1, 2026 |
| 2 | Evidence of Coverage | All Covered Persons | September 1, 2026 |
| 3 | Schedule of Benefits | All Covered Persons | September 1, 2026 |

**EXHIBIT 1**

**PREPAYMENT FEE SCHEDULE**

The initial monthly Prepayment Fee for the benefits provided by this contract are determined as follows:

**Rate Guarantee Period**

Subject to the Right to Change the Prepayment Fee provision on page 5, the Prepayment Fee for Group Dental Plan Benefits will be in effect from September 1, 2026 through August 31, 2028.

Group Dental Plan Benefits:

| | Amount per unit for Group Dental Plan Benefits in force hereunder |
|---|---|
| Member Only | $11.20 |
| Member and One Dependent | $22.20 |
| Member and Family | $39.49 |

**EXHIBIT 2**

**EVIDENCE OF COVERAGE FORMS**

| EOC Number | EOC Form | Applies To | Effective Date |
|---|---|---|---|
| 1 | GCERT2011-DHMO-EOC-TX | All Covered Persons | September 1, 2026 |

**EXHIBIT 3**

**SCHEDULE OF BENEFITS**

| SOB Number | SOB Form | Applies to | Effective Date |
|---|---|---|---|
| 1 | GCERT2012-DHMO-SOB | All Covered Persons – MET290 | September 1, 2026 |