

MASTER GROUP CONTRACT

Issued by
AMERICAN DENTAL PLAN OF WISCONSIN, INC.
1221 John Q. Hammons Drive
Madison, WI 53717

(Herein referred to as ADP)

Section I

DEFINITIONS

"ALTERNATE DENTIST" means any Dentist who has entered into an agreement with the Designated Dentist to provide emergency care within the limitations as specified in the Contract.

"AMALGAM" is a metal alloy used in restorative dentistry (silver filling).

"CAPITATION" means an arrangement whereby ADP pays each Participating Dentist a fixed, predetermined amount for each Covered Person who received Dental Services from such Dentist or who selects such Dentist as his/her Designated Dentist.

"COMPLAINT" means dissatisfaction about an insurer or contracted providers expressed by an enrollee.

"CONTRACT" means this Master Group Contract, application and addenda signed by both ADP and the Enrolling Unit, which constitutes the entire agreement regarding the benefits, exclusions and other conditions between ADP and the Enrolling Unit.

"CONTRACT CHARGE" means the sum of the Dental Services Fees for all Enrollees and Family Dependents.

"CONTRACT YEARS" and **"CONTRACT MONTHS"** are determined from the effective date of the Contract, or as otherwise specified in the application or addenda.

"COPAYMENT CHARGE" means the charge, in addition to the Dental Service Fee, which a Covered Person is required to pay for certain Dental Services provided under the Contract based on the providers actual fee for that service.

"COVERED PERSON" means either the Enrollee or a Family Dependent, but applies only while coverage of such person under the Contract is in effect.

"DENTAL NECESSITY" means dental services which, in the judgment of Professional Dental Plan's dental directors, are: (1) appropriate and consistent with the diagnosis and which, in accordance with accepted dental standards, could not have been omitted without adversely affecting the patient's condition or quality of dental care; (2) not primarily custodial; (3) not cosmetic nor solely for the convenience of the patient, or his family, or the provider of the service or supplies; (4) the least costly of the alternative supplies or levels of service which can be safely and effectively provided to the patient and (5) not primarily for research or data accumulation. The fact that a participating dentist may prescribe, order, recommend or approve a service or supply does not, of itself, make the charge a coverable expense. ADP will not pay for a service or supply which is not a Dental Necessity, even though it is not specifically listed as an exclusion.

"DENTAL SERVICES" means dental care services, supplies and related expenses as described and listed in the Contract.

"DENTAL SERVICES FEE" means the monthly fee required for each Covered Person in accordance with the terms of the Contract.

"DENTAL SURGERY" means any surgical procedure which involves the hard and soft tissues of the mouth.

"DENTIST" means any Doctor of Dental Surgery (D.D.S.) or Doctor of Medical Dentistry (D.M.D.) who is duly licensed and qualified under the law of the jurisdiction in which treatment is received.

"DESIGNATED DENTAL SPECIALIST" means any Dentist who has entered into a service agreement with ADP to provide certain specialized Dental Services to Covered Persons.

"DESIGNATED DENTIST" means any Dentist who has entered into a service agreement with ADP to provide Dental Services to Covered Persons for a Capitation, and who is designated on a Covered Person's enrollment application as the Dentist through whom all Dental Services will be obtained.

"DIAGNOSTIC SERVICES" are dental services which include the necessary procedures which aid the dentist to evaluate conditions and determine the dental care or treatment required.

"ELIGIBLE DEPENDENT" means a dependent of an Eligible Person who meets the eligibility requirements specified in the application and all other provisions of the Contract.

"ELIGIBLE PERSON" means a member of, or a permanent, active, full-time employee of the Enrolling Unit who meets the eligibility requirements specified in the application and other provisions of the Contract.

"EMERGENCY" means a serious dental condition caused by dental disease or accident arising suddenly which, if not treated immediately, would result in jeopardy to the dental health of a Covered Person.

"ENDODONTICS" are dental services necessary for the treatment of disease of the pulp chamber or pulp canals.

"ENROLLEE" means any employee or member of the Enrolling Unit who (1) is eligible on his or her own behalf, and not by virtue of being an Eligible Family Dependent, to participate in the Dental Services provided under the Contract, and (2) is enrolled for coverage under the Contract.

"ENROLLING UNIT" means membership association, sole proprietorship, partnership, corporation, or other entity with whom the Contract is made.

"FAMILY DEPENDENT" means a person enrolled for coverage under the Contract who is (1) the Enrollee's spouse, (2) an unmarried dependent child of either the Enrollee or the Enrollee's spouse up to 19 years of age who is legally dependent upon the Enrollee for support and maintenance, (3) the child of an unmarried dependent child of the Enrollee or the Enrollee's spouse until the unmarried dependent child of the Enrollee or the Enrollee's spouse reaches age 18, or 4) an adopted child or a child placed for adoption. The definition of "Family Dependent" is subject to the following conditions and limitations:

1. The term "**FAMILY DEPENDENT**" shall not include any unmarried dependent child 19 years of age or older (but less than 23 years of age) unless:

- A. Such child is not regularly employed on a full-time basis;
- B. Such child is a full-time student in an accredited institution for higher education, and evidence thereof satisfactory to ADP is furnished upon its request; and
- C. The child is primarily dependent upon the Enrollee for support and maintenance, and evidence of such dependency satisfactory to ADP is furnished upon its request.

"**GEOGRAPHICAL SERVICE AREA**" means the geographic area as defined by the following Wisconsin counties: Dane, Jefferson, Iowa, Sauk and Walworth and such other areas as may be requested by ADP and approved by the Office of the Commissioner of Insurance from time-to-time.

"**GRIEVANCE**" is any dissatisfaction with the administration or claims practices of or provision of service by American Dental Plan of Wisconsin, Inc. which is expressed in writing by or on behalf of a Covered Person.

"**INITIAL ELIGIBILITY PERIOD**" means the period of time specified in the application during which Eligible Persons may make application for enrollment in ADP.

"**INJURY**" means bodily damage requiring Dental Services or Dental Surgery and is resulting from an accident (excluding medical or dental malpractice). Injuries include all related dental conditions and recurrent symptoms.

"**OPEN ENROLLMENT PERIOD**" means a period of time subsequent to the Initial Eligibility Period, determined periodically by ADP and the Enrolling Unit, during which Eligible Persons may enroll themselves and Eligible Dependents under the Contract.

"**ORAL SURGERY**" means dental procedures necessary for simple extractions and other dental surgery not requiring hospitalization.

"**ORTHODONTIC SERVICES**" means orthodontic services or supplies as covered under the Contract.

"**OUT-OF-AREA SERVICES**" are Dental Services provided by a non-ADP dentist located over a 50-mile radius from the Designated Dentist.

"**PARTICIPATING DENTIST**" means any Dentist who has entered into a service agreement with ADP to provide or arrange for Dental Services to Covered Persons.

"**PARTICIPATING PROVIDER**" means a Participating Dentist and any other Dental Service Provider who/which has entered into a service agreement with ADP to provide Dental Services to Covered Persons.

"**PERIODONTICS**" are necessary dental procedures for treatment of disease of gums and bones supporting teeth.

"**PHYSICIAN**" means any Doctor of Medicine (M.D.) who is duly licensed and qualified under the law of the jurisdiction in which treatment is received.

"PREVENTIVE TREATMENT" means dental procedures which prevent oral disease.

"PROSTHETICS" are artificial replacements for missing natural teeth.

"RESTORATIVE SERVICES" are dental services which restore teeth to normal function; reconstruction; the replacement of missing parts.

"SICKNESS" means physical or mental illness.

"URGENT CARE" is a medical condition that would be adversely affected if you do not receive immediate care.

"URGENT CARE GRIEVANCE" is any dissatisfaction with the administration or claims practices of or provision of service by American Dental Plan of Wisconsin, Inc. in connection with treatment which requires immediate dental attention. Such grievance must be delivered to American Dental Plan of Wisconsin, Inc. by or on behalf of the Covered Person: (1) in writing; (2) in person, or (3) by telephone.

Section II

ENROLLMENT AND EFFECTIVE DATE OF INDIVIDUAL COVERAGE

Enrollment

Eligible Persons may enroll themselves and their Eligible Dependents during the Initial Eligibility Period by making application on a form provided or approved by ADP. As a part of this process, Enrollees must designate in writing, from a list of available Participating Dentists maintained by ADP, the Participating Dentist who will be the Designated Dentist to provide Dental Service for the Eligible Enrollee and all Eligible Dependents (if any). Enrollees may not change Designated Dentist during the Contract Year unless permitted in writing by ADP.

If an Eligible Person is also the dependent of another Eligible Person of the same Enrolling Unit, the Eligible Person may elect coverage as an Enrollee, or be covered as a Family Dependent, but not both. When both husband and wife are Enrollees, their Eligible Family Dependent children may be covered as Family Dependents of either spouse, but not both.

If an enrollee has single coverage and wishes to change to family coverage to add a new Eligible Family Dependent because of the birth of a natural child to Enrollee or the adoption of a child by the Enrollee, notification shall be made to American Dental Plan of Wisconsin, Inc. using American Dental Plan of Wisconsin, Inc.'s application and any additional Dental Services Fee shall be paid to American Dental Plan within 60 days of birth or placement in the home. If application is not made and the additional Dental services fee is not paid within 60 days of birth or placement in the home, coverage will be refused, unless within one year of the date of birth or placement in the home Enrollee makes all past due payments including interest at the rate of 5 1/2% per year.

The Enrolling Unit shall notify ADP in writing within 60 days of the effective date of enrollments, terminations or changes, in the coverage classification of any Enrollee. ADP may, at its sole discretion, accept or reject such applications for coverage of any Eligible Person or Eligible Dependent whose application is received more than 60 days after their Initial Eligibility Period has expired, except when made during an Open Enrollment Period.

Effective Date of Coverage

The coverage of Eligible Persons and Eligible Family Dependents shall take effect on the later of (1) the date the Contract takes effect, or (2) unless otherwise specified in the Enrolling Unit's application, as follows:

1. Coverage for Eligible Person or Eligible Dependent shall take effect on the first of the month following the date of eligibility specified in the application for Master Group Contract.
2. Eligible Persons have sixty (60) days from the date they become eligible to make application for coverage.
3. If the Enrollee properly applies for coverage to add a newborn or adopted child within 60 days of the date of birth or adoption as required under this section, the effective date for coverage will be the date of birth or adoption. American Dental Plan of Wisconsin, Inc. may refuse to continue coverage beyond the 60-day period if the Enrollee's application for coverage is not received within that 60-day period. The date of adoption is (1) the date that

a court makes final order granting adoption of the child by the Enrollee, or (2) the date that the child is placed for adoption with the subscriber, whichever occurs first.

4. If an Eligible Family Dependent (other than a newborn or adopted child) is acquired by an Enrollee, ADP coverage shall take effect on the date the Family Dependent is legally acquired, provided that the appropriate coverage classification is in effect and ADP is notified by the Enrollee within 31 days of such date. If the appropriate coverage classification is not in effect, written application for the appropriate classification must be made through the Enrolling Unit within 60 days of such date. If the date that the Eligible Person's coverage with ADP is to take effect is not a normal work day for the Enrolling Unit, coverage with ADP will take effect on the scheduled date if the Eligible Person was actively at work on the last work day immediately preceding thereto.

If the Eligible Family Dependent that is acquired by Enrollee is a newborn or adopted child, coverage shall take effect on the date of birth or on the first to occur of (a) the grant of final adoption order by a court or (b) the date the child is placed for adoption with Enrollee provided Enrollee has given the notification for newborns and adopted children required in Section II.

5. Employee/s and/or dependent/s may not disenroll until the contract anniversary date (unless employment is terminated or the dependent is no longer a dependent). Employees voluntarily terminating may not re-enroll for a period of two years.

Except as provided elsewhere in the Contract, if an Eligible Person is not actively at work or is not an active member in good standing with the Enrolling Unit on the date his or her coverage would otherwise take effect, coverage shall take effect on the date of the Eligible Person's return to active full-time work or on the date that the Eligible Person is reinstated as a member in good standing of the Enrolling Unit.

In no event shall the Eligible Family Dependents of any Eligible Person be covered under the Contract unless and until the Eligible Person's coverage becomes effective.

Section III

DENTAL SERVICES RENDERED BY DESIGNATED DENTISTS

A Covered Person shall be entitled to the Dental Services described in this Contract or in any addendum to this Contract if provided by or under the direction of his or her Designated Dentist. These Dental Services are subject to (1) the limitations stated and the exclusions and other provisions of the Contract and (2) payment of all Dental Services Fees required for coverage of such Covered Person under the Contract.

Dental Services rendered by a Dentist other than the Designated Dentist on a Covered Person's enrollment form are subject to the provisions of Section IV of the Contract entitled, "Referral Dental Services Rendered by Non-Designated Dentists," and to Section V of the Contract entitled, "Emergency Dental Services Rendered by Non-Designated Dentists."

Appointment for Service

Services will be provided by appointment only with appointments made on the following order of priority:

1. Emergency care for relief of pain.
2. Examinations and x-rays of teeth.
3. Regular appointments to complete non-emergency dental care.

All reasonable effort will be made to give appointments within 30 days of request.

Changing Your Designated Dentist

The selection of a Designated Dentist may be changed up to twice per calendar year. This change must be accomplished in writing through the American Dental Plan of Wisconsin, Inc. office. The change would become effective the first of the month after written notice has been received by American Dental Plan of Wisconsin, Inc. Notification of change approval from American Dental Plan of Wisconsin, Inc. will be sent in two forms: 1) Confirmation Letter, and 2) New Membership Cards identifying the new Designated Dentist.

Section IV

REFERRAL DENTAL SERVICES RENDERED BY NON-DESIGNATED DENTISTS AND DESIGNATED DENTAL SPECIALISTS

1. Referral to Non-Designated Dentist: If the Dental Services covered under this Contract cannot be provided by or through a Designated Dentist, a Covered Person shall be entitled to obtain such Dental Services from a non-Designated Dentist. The Covered Person must be referred by the Covered Person's Designated Dentist to the non-Designated Dentist who will provide the Dental Services. The Covered Person will be responsible for any Co-payment Charge on covered Dental Services and for any expenses which are not Covered Dental Services.

2. Referral to Designated Dental Specialists: A Covered Person shall be entitled to coverage for covered Dental Services obtained through a Designated Dental Specialist after:

- a) referral by the Covered Person's Designated Dentist, and
- b) prior authorization by American Dental Plan of Wisconsin, Inc.

The Covered Person's Designated Dentist shall apply to American Dental Plan of Wisconsin, Inc. for prior authorization of such services. The Covered Person will be responsible for any Co-payment Charge on covered Dental Services and for any expenses which are not Covered Dental Services.

Section V

EMERGENCY DENTAL SERVICES RENDERED BY NON-DESIGNATED DENTISTS

In-area Emergency Services

Each Participating Dentist shall designate an Alternative Dentist who shall be available to render Emergency care to Covered Persons during normal office hours in the event that the Designated Dentist is not available to render such treatment.

Except as provided in this Section and Section IV of the Contract, Covered Persons are entitled to receive Dental Services under the Contract only by or through the Covered Person's Designated Dentist. Any dental treatment provided by a non-Designated Dentist which does not constitute Dental Services under the Contract shall be the financial responsibility of the Covered Person, and shall not be paid for by ADP or the Covered Person's Designated Dentist.

Out-of-area Emergency Services

In the event emergency treatment is necessary outside the geographical area serviced by the Designated Dentist, ADP will directly reimburse the Eligible Person or Eligible Dependent for actual costs incurred subject to a \$25.00 maximum. For the purposes of this paragraph, "outside the geographical area" shall be defined as the area outside of a 50-mile radius from the location of the Designated Dentist.

Section VI

GENERAL EXCLUSIONS

The Contract does **NOT** cover any of the following:

1. Any Dental Services to the extent any benefits, settlement, award or damages are received or payable (or could reasonable be expected to be received or payable if claim were made) by reason of, or following any claim under, any Worker's Compensation, Employer's Liability Insurance Plan, Automobile(except for automobile medical payments coverage), "No Fault" Insurance or similar act or law.
2. Any Dental Services resulting from war or any act of war (declared or undeclared) or service in the armed forces of any country to the extent that the Covered Person is entitled to coverage for such Dental Services through any governmental plan or program.
3. Charges for any related services not specifically covered under the Contract -- including any hospital charges or prescription drug charges.
4. Dental Services not provided by or under the direction of a Designated Dentist except as provided for under Sections IV and V of this Contract.
5. Dental Services rendered to the Covered Person outside of the Service Area, except as defined under Section V of this Contract "Out-of-area Emergency Services."
6. Dental or Orthodontic Services related to programs of treatment which were commenced prior to the date the Covered Person became eligible to receive Dental Services under the Contract. This includes active Orthodontia treatment with full banded Orthodontia appliances started prior to the effective date of coverage. This exclusion may be waived when carrier replacement is involved and previous coverage included Orthodontia. This exclusion does not apply to programs of treatment for an adopted child of an Enrollee covered under this Contract if family coverage under the Contract was in effect for the Enrollee on either (a) the date that the court made a final order granting adoption of the child by the Enrollee, or (b) the date that the child is placed for adoption with the subscriber, whichever occurred first.
7. Any Dental Services after the Covered person ceases to be eligible except for:
 - A. Dental procedures begun prior to and completed in one visit within 31 days following termination of coverage (e.g., root canal or crown); and
 - B. Prosthetic devices which were ordered and fitted prior to and completed within 60 days following termination of coverage.
8. Replacement of teeth missing prior to the date the Covered Person became eligible to receive Dental Services under the Contract. Abutment teeth that are restorable only by crown are a covered benefit upon review of the Dental Director. This exclusion does not apply to programs of treatment for an adopted child of an Enrollee covered under this Contract if family coverage under the Contract was in effect for the Enrollee on either (a) the date that the court made a final order granting adoption of the child by the Enrollee, or (b) the date that the child is placed for adoption with the subscriber, whichever occurred first.

9. Replacement of prosthetic or orthodontic appliances that are damaged, misplaced, lost or stolen.
10. Dental services performed for cosmetic/aesthetic or elective reasons.
11. Retreatment of prior orthodontic problems, if applicable.
12. Treatments of patients with severe medical disabilities which may prevent satisfactory orthodontic results.
13. Dental Services for reconstruction caused by malignancies, cysts, or neoplasms.
14. General Anesthesia.
15. Any charges for hospital services or treatment related to covered dental procedures when performed in a hospital.
16. Any treatment, whether surgical or otherwise, of temporomandibular joint and/or myofascial pain disorders or dysfunctions.
17. Cases in which, in the professional judgment of the attending Dentist a satisfactory result cannot be obtained, such as situations in which the patient has poor bone structure or short roots.
18. Dispensing of drugs not normally supplied in a dental office.
19. Treatment, services and supplies that Our Dental Director deems, based on Specific Evidence to be experimental or investigational. The types of procedures or services that may fall into this category, but not limited to, are:
 - A. New medical or dental technology;
 - B. New surgical methods or techniques;
 - C. Acupuncture or similar methods.
20. Restorations necessary to increase vertical dimension or restore occlusion.
21. Any charges for failure to keep a scheduled appointment.

Section VII

SUBROGATION

Subrogation

If a Covered Person is injured and has the right to recover damages from the responsible person, ADP benefits still cover the Covered Person. However, ADP has the right to receive whatever amount is recoverable from the responsible person with respect to the Dental Services received by such Covered Person. ADP shall be subrogated to all of the rights of the Covered Person, or the personal representative of a deceased Covered Person, to the extent of the fair market value of Dental Services provided by ADP. ADP's subrogation rights shall be limited to the excess of the amount required to make whole the Covered Person. ADP shall have no right to recover from a Covered Person if the Covered Person has not been made whole, after taking into consideration the Covered Person's comparative negligence. The Covered Person or the representative of the Covered Person shall cooperate fully with ADP in effecting collection from the person causing injury to a Covered Person.

If reasonable collection costs and legal fees have been incurred by the Covered Person, or the Covered Person's legal guardian, at the request of ADP in recovering sums which benefit both the Covered Person and ADP, there shall be an equitable apportionment of such costs.

**Section VIII
GRIEVANCE PROCEDURE**

If a Covered Person has a grievance concerning the provision of Dental Services or benefits under the Contract, a written grievance may be directed to American Dental Plan of Wisconsin, Inc. The grievance procedure shall be as follows:

1. Urgent Care Situations:

a) Method of Notification: Notice of an Urgent Care Grievance will be accepted by American Dental Plan of Wisconsin, Inc. if made by a Covered Person or a Covered Person's representative in writing, in person, or by telephone directed to:

American Dental Plan of Wisconsin, Inc.
P.O. Box 44966
Madison, WI 53744-4966
(608) 831-1047

b) Resolution Process: If the Urgent Care Grievance cannot be resolved through informal discussions, consultations or conferences during the first two (2) business days after American Dental Plan of Wisconsin, Inc.'s receipt of the Urgent Care Grievance, the Covered Person or a designated representative may appear before the American Dental Plan of Wisconsin, Inc.'s Grievance Committee to present written or oral information with the right to ask questions before the Grievance Committee.

c) Time Limitation for Resolution: An Urgent Care Grievance will be resolved, whether informally or by the Grievance Committee, within 72 hours of its receipt by American Dental Plan of Wisconsin, Inc.

2. All Grievance Situations Not Including Urgent Care:

a) Method of Notification: Notice of a Grievance will be accepted by American Dental Plan of Wisconsin, Inc. if made by a Covered Person or a Covered Person's representative in writing directed to:

American Dental Plan of Wisconsin, Inc.
P.O. Box 44966
Madison, WI 53744-4966
(608) 831-1047

b) Resolution Procedure: American Dental Plan of Wisconsin, Inc. shall acknowledge the Grievance within 5 days of its receipt by American Dental Plan of Wisconsin, Inc. American Dental Plan of Wisconsin, Inc. shall attempt to resolve the Grievance through informal discussions, consultations or conferences. In the event that the Grievance remains unresolved, the Covered Person or the Covered Person's representative has the right to appear before the American Dental Plan of Wisconsin, Inc.'s Grievance Committee to present written or oral information and to question the Grievance Committee. The Committee shall advise the Covered Person or the Covered Person's representative of the time and place of the meeting at least seven (7) calendar days before the meeting.

c) Time Limitations for Resolution: American Dental Plan of Wisconsin, Inc. will attempt to resolve the Grievance within 30 days after its receipt by American Dental Plan of Wisconsin, Inc. American Dental Plan of Wisconsin, Inc. will inform the Covered Person of its decision in writing identifying the specific reasons for the decision and the specific policy provisions, if any, on which the decision is based.

If the Grievance cannot be resolved within thirty (30) days from receipt by American Dental Plan of Wisconsin, Inc., American Dental Plan of Wisconsin, Inc. will notify the Covered Person or the Covered Person's representative in writing that it intends to extend the period of time for resolution an additional thirty (30) days. The notification will state when resolution may be expected and the reasons for the additional time needed.

All Grievances will be resolved within 60 days from date of receipt by American Dental Plan of Wisconsin, Inc.

American Dental Plan of Wisconsin, Inc.'s Grievance Committee shall consist of three participating dentists, a representative of American Dental Plan of Wisconsin, Inc. management, and, if available, one American Dental Plan of Wisconsin, Inc. participant.

You may resolve your problem by taking the steps in American Dental Plan of Wisconsin, Inc.'s grievance procedure outlined above. You may also contact the **OFFICE OF THE COMMISSIONER OF INSURANCE**, a state agency which enforces Wisconsin's insurance laws, and file a complaint. You can contact the **OFFICE OF THE COMMISSIONER OF INSURANCE** by writing to:

OFFICE OF THE COMMISSIONER OF INSURANCE
Complaints Department
P.O. Box 7873
Madison, WI 53707-7873

or you can call 1-800-236-8517 outside of Madison or 266-0103 in Madison, and request a complaint form.

Section IX

TERMINATION OF INDIVIDUAL COVERAGE

Coverage of the Covered Person under the Contract shall automatically terminate on the earliest of the following dates:

1. The date the Contract is terminated.
2. Expiration of the period for which the contribution, if any, required of the Enrollee or the Enrolling unit or both is last paid; subject, however, to the Grace Period provision described in Section XII of this Contract.
3. The date specified by ADP, after at least sixty (60) days prior written notice to the Enrollee, that all coverage under the Contract will terminate, because the Enrollee knowingly provided ADP with false, material information relating to the Enrollee's dental status or that of any Family Dependent.
4. The date the Enrollee is retired or pensioned, unless a specific coverage classification is specified for retired or pensioned individuals in the application attached to the Contract.
5. The date the Covered Person enters into active military duty, except temporary duty of thirty (30) days or less.
6. The last day of the Contract Month in which the Covered Person ceases to be eligible as an Enrollee or Family Dependent.
7. The date on which the Enrollee ceases full-time employment with the Enrolling Unit.
8. The last day of the Contract Month in which the Covered Person resides within the Geographic Service Area of ADP.
9. The last day of the Contract Month following demonstration by ADP that the enrollee is unable to establish or maintain a satisfactory provider-patient relationship. ADP shall inform the Enrollee that he/she may file a grievance in this matter.
10. Employee/s and/or dependent/s may not disenroll until the contract anniversary date (unless employment is terminated or the dependent is no longer a dependent). Employees voluntarily terminating may not re-enroll for a period of two years.

If Enrollee's coverage was terminated under Paragraph 3, 8, or 9, ADP shall make arrangements to provide similar insurance coverage to Enrollee until Enrollee is able to find similar coverage or until the next opportunity to change insurers, whichever comes first.

Section X

RELATIONSHIP BETWEEN PARTIES

The relationship between ADP, Participating Dentists and Enrolling Units are contractual relationships between independent contractors. Participating Dentists and Enrolling Units are not agents or employees of ADP nor is ADP or any employee of ADP an agent or employee of Participating Dentists or Enrolling Units.

The relationship between a participating Dentist and any Covered person is that of Dentist and patient. The Participating Dentist is solely responsible for the Dental Services provided to any Covered Person.

The relationship between an Enrolling Unit and any Covered Person is that of employer and employee or Family Dependent. The Enrolling Unit is solely responsible for the enrollment, coverage changes, including termination of a Covered Person's coverage through ADP and the timely payment of Contract Charges to ADP.

Section XI

CONTRACT CHARGES

Computation of Contract Charges

Each monthly Contract Charge shall be calculated on the basis of ADP's records as to the number of Enrollees in each coverage class at the time of calculation, at the rates then in effect. The initial rates are shown in the Master Group application, and/or any addendum applicable thereto.

Retroactive adjustments may be made for any additions or terminations of Enrollees and changes in coverage classification not reflected in ADP's records at the time the Contract Charge is calculated by ADP. However, no retroactive credit shall be granted for any change occurring more than sixty (60) days prior to the date ADP was notified of the change by the Enrolling Unit. ADP reserves the right to change the schedule of rates for Dental Services Fees (1) on the first renewal date specified in the application or on any monthly due date thereafter, or (2) on any date that the provisions of the Contract are amended. Written notice of any such change in rates shall be given by ADP to the Enrolling Unit at least thirty-one (31) days prior to the effective date of the change if the change results in an increase in rates of less than 25% and at least sixty (60) days prior to the effective date of the change if the change results in an increase in rates of 25% or more.

American Dental Plan of Wisconsin, Inc. requires payment for the entire month regardless of the effective date for new enrollees. (Example: Effective date of coverage may be 1/27/90, yet premium is collected for the entire month of January.)

This policy applies to termination as well. Enrollee's premiums are due for the entire month and coverage is effective to the last day of the month in which they terminate.

Payment of Contract Charges

All Contract Charges are payable monthly in advance by the Enrolling Unit to ADP at its offices in Madison, Wisconsin. The first Contract Charge is due and payable on the effective date of the Contract. Subsequent Contract Charges are due and payable no later than the first day of each Contract Month thereafter that the Contract is in effect.

Section XII

TERMINATION OF CONTRACT

Grace period

A grace period of thirty-one (31) days will be granted for the payment of any Contract Charge, during which time the Contract shall continue in force. In no event shall any grace period extend beyond the date the Contract terminates.

Automatic Termination

The Contract shall automatically terminate (1) as of the last date for which payment of Contract Charges was made, or (2) as of the date during any grace period that ADP receives written notice of termination from the Enrolling Unit.

Optional Termination

ADP may terminate the Contract at the last day of any Contract Month by giving the Enrolling Unit written notice of termination sixty (60) days prior to the effective date of termination. Termination of the Contract shall be without prejudice to any claim originating prior to the effective date of termination.

Upon termination of the Contract, the Enrolling unit shall be liable to ADP for the payment of any and all Dental Services Fees which are accrued and unpaid at the time of termination, including a pro rata fee for any period the Contract was in force during the grace period, if any, preceding the termination.

Section XIII

GENERAL PROVISIONS

Entire Contract

The Master Group Contract, the application of the Enrolling Unit and the individual applications, if any, of the Enrollees shall constitute the entire Contract of coverage between parties. All statements made by the Enrolling Unit or by an Enrollee shall, in the absence of fraud, be deemed representations and not warranties. No such statement shall void or reduce coverage under the Contract or be used in defense to a claim unless it is contained in a written application.

Time Limit on Certain Defenses

No statement, except a fraudulent statement, made by the Enrolling Unit shall be used to void the Contract after it has been in force for a period of two (2) years.

Alteration

No alteration of the Contract and no waiver of any of its provisions shall be valid unless evidenced by an endorsement or an amendment attached to the Contract which is signed by an executive officer of ADP. No agent has authority to change the Contract or to waive any of its provisions.

Records

The Enrolling Unit shall furnish ADP with all information and proofs which ADP may reasonably require with regard to any matters pertaining to the Contract. All documents furnished to the Enrolling Unit by an individual in connection with the coverage, together with the Enrolling Unit's payroll and any other records which may have a bearing on the coverage under the Contract, shall be open for inspection by ADP at any reasonable time.

Each Covered Person authorizes and directs any person or institution that has attended, examined or treated the Covered Person, to furnish ADP at any reasonable time, upon its request, any and all information and records or copies of records relating to attendance, examination or treatment rendered to the Covered Person. ADP agrees that such information and records will be considered confidential. ADP shall have the right to submit any and all records concerning episodes of dental care for Covered Persons to appropriate dental review bodies and/or Physicians or Dentists.

In the event of a question or dispute concerning the provision of Dental Services or payment for such services under the Contract, ADP may also reasonably require that a Covered Person be examined, at ADP expense, by a Participating Dentist mutually acceptable to ADP and the Covered Person.

Clerical Error

Clerical error shall not deprive any individual of coverage under the Contract. Neither shall failure to report the termination of coverage continue such coverage beyond the date it is scheduled to terminate according to the terms of the Contract. Upon discovery of a clerical error, an appropriate adjustment in Dental Services Fees shall be made. However, no such adjustment in Dental Services Fee or coverage shall be granted by ADP to the Enrolling Unit for more than sixty (60) days of coverage prior to the date ADP was notified of such clerical error.

Notice

Notice given by ADP to an authorized representative of the Enrolling Unit shall be deemed notice to all affected Enrollees in the administration of the Contract or the termination of individual coverage.

Covered Benefits

In no event shall any Covered Person be responsible to pay for benefits received in accordance with the Contract except as otherwise provided in the Contract.

Certificates

ADP will issue to each ADP Enrollee, or to the Enrolling Unit for delivery to each ADP Enrollee, an individual certificate describing the coverage to which the Enrollee is entitled, together with a statement as to when and where this Contract, or a copy thereof, may be inspected.

Worker's Compensation

The coverage provided under the Contract is not in lieu of and does not affect any requirements for coverage by Worker's Compensation Insurance.

Pronouns

All personal pronouns used in the Contract shall include either gender unless the context indicates otherwise.

Conformity with Statutes

Any provision of the Contract which, on its effective date, is in conflict with the statutes of the jurisdiction in which it is delivered, is hereby amended to conform to the minimum requirements of such statutes.