

Aetna Health Inc.

Group agreement

The **group agreement** is by and between

Aetna Dental Inc.

(**Aetna**®, we, us, or our)

and

Windmill Health Products, LLC

(**Contract holder**, you, or your)

Group agreement number: GP-0251955-E

Date of issue: December 23, 2024

Effective date: January 1, 2025

Renewal date: January 1, 2027

Contract holder situs Arizona

This **group agreement** takes effect on the **effective date** if we have received your signed group application and the initial **premium**. It remains in force until terminated.

Term of the **group agreement**: The initial term shall be 24 consecutive months starting on the **effective date**. Subsequent terms shall be 12 consecutive months starting with the **renewal date**.

Premium due dates: The **effective date** and the first day of each succeeding calendar month.

Signed at **Aetna's**® Home Office 1425 Union Meeting Road, Blue Bell, Pennsylvania 19422.

This **group agreement** is non-participating.

This **group agreement** is governed by applicable federal law and the laws of Arizona.



Angela Meoli
President
Aetna Health Inc.
(A Stock Company)



Edward C. Lee
Vice President and Corporate Secretary

Table of contents

	Page
The group agreement	5
If you want to discuss your coverage.....	5
Glossary.....	6
Premium	7
Fees for special services.....	9
Some of our other responsibilities.....	10
Some of your other requirements and responsibilities	11
Termination	13
Intentional deception	15
Responsibility for conduct	16
General provisions	17
Final rates schedule	22

The group agreement

The **group agreement** consists of several documents taken together. These documents are:

- Your group application
- This **group agreement**
- The certificate of coverage (certificate)
- The schedule of benefits
- Any riders and amendments to the **group agreement**, the certificate, and the schedule of benefits

All **group agreement** attachments and certificate documents that are part of the complete **group agreement** are on file with the **contract holder** and us.

If you want to discuss your coverage

If you have questions about your coverage under the **group agreement**, contact your agent. If you have questions, you may contact us at:

Aetna
1425 Union Meeting Road
Blue Bell, Pennsylvania 19422
1-877-238-6200
<https://www.aetna.com/>

Please have your **group agreement** number available when you contact us. It is on the cover page of this **group agreement**.

Glossary

You will see some words in bold type in the **group agreement**. The bold type means we have defined those words.

Applicable laws

Applicable laws mean all federal and state laws that apply to the matters covered by the **group agreement**. Federal and state law means statutes, regulations, official agency direction and guidance, and judicial decisions and orders, as they may be passed or issued, or as they may be amended, from time to time.

Contract holder

Windmill Health Products, LLC and entities associated with it for the purpose of coverage under this **group agreement**.

Covered person

An employee or a dependent of an employee for whom all of the following applies:

- The person is eligible for coverage as defined in the certificate.
- The person has enrolled for coverage and paid any required **premium** contribution.
- The person's coverage has not ended.

Dates:

Effective date

Date your coverage begins under this **group agreement**.

Final rates and fees schedule effective date

The date stated on the Final rates schedule.

Premium due date

The **effective date** and the 1st day of each succeeding calendar month.

Renewal date

A date that is 24 months after the **effective date** and each 12 months after that.

Termination date

The date coverage ends according to the *Termination* section.

Premium

Premium – rates and amount due

The **premium** rates are stated in the *Final rates schedule* section. You will receive a new Final rates schedule when the **premium** rates change. Any new schedule will state its effective date.

We charge **premium** based on the **premium** rates in effect on the **premium due date**. The **premium** due on any **premium due date** is the total of the **premium** charges for your coverage. When we calculate **premium** due, we will use our records to determine who is a **covered person**.

You owe **premium** for a **covered person** starting with the first **premium due date** on or after the day the person's coverage starts. You stop paying **premium** for a **covered person** as of the first **premium due date** on or after the day the person's coverage ends.

Premium – changes in rates

We may change the **premium** rates as of a **premium due date** during the initial term only if:

- There is a change in factors that materially affects the risk we assumed with this coverage. We will explain these changes in factors in our rate quote to you.
- There is a change in **applicable law**, or there is a judicial decision, that materially affects the cost of providing coverage.

We may change the **premium** rates as of a **premium due date** during any following term. We will let you know in writing of any change in premium rates 30 days before they take effect.

Premium – implementation credit

We may issue an implementation credit to offset expenses incurred by you in changing coverage from another carrier or for implementing new insurance coverage. The implementation credit is part of the **premium** for the purposes of **premium** tax.

If we issue an implementation credit, we may return the amount of the credit to you:

- By electronic fund transfer
- By applying the amount to the **premium** due in the current or next plan year

By any other manner that we and you agree to

Premium – when due

Premium is due on the **premium due date**. You have a payment grace period of 31 days immediately following the **premium due date**. The **group agreement** will remain in force during the grace period. If we have not received all **premiums** due by the end of the grace period, this **group agreement** will automatically terminate at the end of the grace period. Refer to the *Termination* section.

Premium – how billed and paid

We may bill you electronically. You shall pay **premium** due by electronic fund transfer or check. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

We may choose not to accept **premium** that is paid for the **contract holder** by someone else unless we are required to by law.

Premium – overdue amounts

If you don't pay your premium on time, we will charge you interest on the total **premium** amount that is overdue. Overdue **premium** includes amounts due but not yet paid during the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid **premium**, including reasonable attorney fees and court costs.

Premium – eligibility corrections

We will retroactively drop a **covered person** from coverage and credit your **premium** payments if:

- The eligibility information included a person who was not eligible for coverage
- You request that we retroactively drop the person from coverage

If you ask us to retroactively drop coverage, we will consider that as your statement that the person did not pay the required **premium** contribution for the period.

We will retroactively cover eligible persons who were not included in the eligibility information you provided us. We will cover them retroactively no more than 30 days before the date you both notify us and pay all applicable past **premium**.

Premium – waiver

Payment of premiums

We may waive up to one month's billed **premium** payments during any **group agreement** term.

The **premium** waiver will not apply for those employees who were added or removed from the plan after we billed you for that month's **premium**. For that month of coverage, additional **premium** will be due or credited.

Repayment of the waived premium

We may require you to pay back the **premium** waived if the **group agreement** is terminated within 12 months of your original **effective date or renewal date**. We will give 10 days prior written notice to you of the requirement for the repayment of the waived **premium**.

Fees for special services

Special services

You may request that we provide special services beyond the routine administration of this **group agreement**. We will charge you a fee for each special service.

The special services are:

- We bill you for amounts due in a non-electronic medium.
- We accept payment of amounts due from you other than by electronic fund transfer. If you pay us by check, the check does not constitute payment until it is honored by a bank.
- We handle your check returned to us due to insufficient funds. We may return the check to you without a second attempt to cash it.
- We reinstate the **group agreement** according to the *Termination* section.
- Any other special service you request and we agree to provide.

Special services - fees

The Final rates schedule lists the special service fees. We may change any fee with 30 days advance notice to you. We will provide you with a new Final rates schedule if the amount of any fee changes. The new schedule will state its effective date.

Fees - when due

Fees are due on the **premium due date** immediately following our invoicing you.

Fees - how billed and paid

We may bill you electronically. You shall pay fees by electronic fund transfer. Payment occurs when we receive good funds.

We may accept a partial payment but this does not waive our right to collect the entire amount due.

Fees - overdue amounts

You shall pay us interest on the total amount of fees that is overdue. Overdue fees include amounts due but not paid during the grace period. The interest rate will be up to 1 1/2% per month for each month or partial month an amount due remains unpaid.

We may also recover from you the costs of collecting any unpaid fees, including reasonable attorney fees and court costs.

Some of our other responsibilities

We will prepare the certificate and schedule of benefits that are part of the **group agreement**, as required by **applicable laws**. We will provide them to you in electronic form. We will also provide them to you in paper form if you request it.

We will provide the coverage stated in the certificate and schedule of benefits that are part of the **group agreement**. We will administer the coverage as required by the **group agreement** and **applicable laws**.

We will protect the personal health information of **covered persons** as required by **applicable laws**. We will use it and share it with others as needed for their care and treatment. We will also use and share it to help us process **providers'** claims and otherwise help us administer the **group agreement**. For a copy of our Notice of Privacy Practices, log in to <https://www.aetna.com/> or call us.

Our duties in this section survive termination of the **group agreement**.

Some of your other requirements and responsibilities

Participation and contribution

You must comply with our participation and contribution requirements.

Distribution – certain Employee Retirement Income Security Act (ERISA) of 1974 requirements

You are responsible for creating and distributing all reports and disclosures required by ERISA. These include:

- Summary plan descriptions
- Summary of material modifications
- Summary annual reports

Distribution – certificate and schedule of benefits

You will distribute the certificate and schedule of benefits that we provide you, as required by **applicable laws**.

Information – access

You shall make payroll and other records directly related to a person's coverage under this **group agreement** available to us for inspection. This will occur:

- Upon our reasonable advance request
- At our expense
- At your office
- During regular business hours

Your duties and our rights in the Information – access provision survive termination of the **group agreement**.

Information – enrollment

You shall send us enrollment information we request to administer the **group agreement**. We will request the information monthly or as otherwise required. You will send us the information on our form, or through such other means, as we require.

The enrollment information includes but is not limited to data needed to:

- Enroll your employees and their dependents
- Process terminations
- Make changes in family status

By sending the information to us, you represent that it is correct. You acknowledge that we can and will rely on the information.

You shall:

- Maintain a reasonably complete record of the information you send us for at least seven years, and until the final rights and duties under the **group agreement** have been resolved
- Send us information you sent us before, upon request

We will not start covering a person under the **group agreement** until you send us the information to enroll that person. Subject to **applicable laws** and the **group agreement**, we will not stop covering a person until you send us the information to terminate coverage.

You shall notify us within 15 business days of the date in which:

- An employee's employment ceases
- A dependent loses eligibility under the **group agreement**

You must notify us when a request for retroactive termination is a result of a **covered person**:

- Performing an act or omission that constitutes fraud
- Making an intentional misrepresentation of material fact to get coverage or to get a benefit under the **group agreement**

Your duties and our rights in this Information – eligibility provision survive termination of the **group agreement**.

Notices – termination of coverage

You shall notify **covered persons** in writing, of their rights when coverage stops.

In particular, you shall notify all eligible **covered persons** of their right to continue coverage pursuant to the *Special coverage options after your plan coverage ends* provisions in the certificate and **applicable laws**. Your notification will include:

- A description of plans available
- **Premium** rates
- Application forms

You will give the notification within 15 calendar days to a person becoming eligible for continuation coverage.

Your duties and our rights in this provision survive termination of the **group agreement**.

Workers' compensation coverage

You must comply with workers' compensation coverage laws applicable to your employees covered by the **group agreement**. Prior to the **effective date** and upon our request after the **effective date** you will provide us reasonable evidence of your satisfying applicable workers compensation coverage laws.

You will provide us with monthly reports of all workers' compensation coverage cases. The report will list for each case the:

- Employee name
- Identifying number
- Date of loss
- Diagnosis

Termination

Automatic termination

This **group agreement** and all coverage end as of the last day of the grace period if you have not paid us all **premiums** and fees due as of the start of the grace period. The *Premium* section has a description of the grace period.

Termination by you

You may end coverage under this **group agreement** if you give us 30 days advance written notice. Your termination notice may apply to all classes or any class of your employees covered under the **group agreement**. You can send us a termination notice during a period for which you have paid **premium**, but your **termination date** must be after that period.

Termination by us

We may end the **group agreement** and all coverage it provides:

- Immediately upon notice to you:
 - If you perform any act or practice that constitutes fraud or if you make any intentional misrepresentation of a material fact relevant to the coverage
 - If you are a member of an association and your membership in the association ceases
 - If you no longer have any employees that live, work or reside in the **service area**. The **service area** is the geographic area where **in-network providers** for this plan are located. **In-network providers** are listed in the directory which can be found on our self-service website. See the *If you want to discuss your coverage* section for details.
- Upon 30 days written notice to you:
 - If you breach a provision of the **group agreement** and you do not cure the breach within the notice period
 - If you cease to be a group as defined under **applicable law**
 - If you fail to meet our contribution or participation requirements applicable to this **group agreement**
 - If you do not certify your compliance with our policies and procedures upon request
 - If you change your eligibility or participation requirements without our consent
- Upon 60 days written notice to you (or such longer notice period as **applicable laws** require,) if we cease to offer the product lines provided by this **group agreement**.
- Upon 60 days written notice to you (or such longer notice period as **applicable laws** require,) if we act as required by **applicable laws** for uniform termination of coverage.

Non-renewal for failure to respond

We may request that you tell us whether you intend to renew the **group agreement**. You must reply:

- Within two weeks of your receipt of the request
- Within 15 days prior to the **renewal date**

whichever is later.

Your reply must be in writing unless we authorize an oral reply. If you do not reply, we will not continue coverage on and after the **renewal date** and:

- You will owe us any unpaid **premium**
- We will owe you a refund if you overpaid **premium**

Effective time of termination

The **group agreement** and its coverage end at 11:59 p.m. on the day of termination.

Effect of termination

You, **covered persons**, and we continue to be responsible following termination for the duties we each incur prior to the termination of the **group agreement**. One of your duties includes payment of **premium** due for coverage through any grace period up to the day of termination. You, **covered persons**, and we also continue to be responsible for your, their, and our duties that the **group agreement** states are to occur following termination.

You, **covered persons**, and we have the rights and duties following termination of the **group agreement**, as stated specifically in the **group agreement**.

You shall notify **covered persons** of the termination of the **group agreement**. Your notice will comply with **applicable laws**. We have the right to notify employees of termination of the **group agreement**.

Reinstatement

You may request that we reinstate the **group agreement** and coverage after we end it. You must make the request within 30 days of the **termination date**. We will reinstate the **group agreement** as of the **termination date** upon payment of all amounts due, and you giving us reasonable assurances that you can, and will fulfill, all of your obligations under the **group agreement**.

Intentional deception

If we learn that you or a **covered person** defrauded us or that a **covered person** intentionally misrepresented material facts, we can and may take actions that can have serious consequences for coverage. These serious consequences include, but are not limited to:

- Loss of coverage, starting at some time in the past. If we paid claims for past coverage, we are entitled to receive money back.
- Loss of coverage going forward
- Denial or termination of benefits
- Recovery of amounts we already paid

We also may report fraud to law enforcement.

Responsibility for conduct

Employees and agents

We are responsible to you for what our employees and other agents do.

We are not responsible to you for what is done by others, such as **providers**. They are not our employees or agents. **Providers** in our network are what the law calls our independent contractors. That simply means we have a business relationship with them and they are not our employees or agents.

Indemnification – in general

We agree to indemnify and hold you harmless against that portion of your liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by our willful misconduct, criminal conduct or material breach of this **group agreement**.

You agree to indemnify and hold us harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by your:

- Negligence
- Breach of the **group agreement**
- Breach of **applicable laws**
- Willful misconduct
- Criminal conduct
- Fraud
- Breach of a fiduciary responsibility in the case of an action under ERISA, related to or arising out of this **group agreement** or your role as employer or plan sponsor, as defined by ERISA

These indemnification obligations end with the **group agreement**, except as to any matter concerning a claim that has been made in writing within 365 days after termination.

Indemnification – federal law requirements

You shall indemnify us and hold us harmless for our liability that is directly caused by your:

- Negligence
- Breach of the **group agreement**
- Breach of **applicable laws**
- Willful misconduct

and your act or failure to act was related to or arose out of your obligation to deliver the Summary of benefits and coverage and Notices of material modification.

Your and our rights and duties in this section survive termination of the **group agreement**.

General provisions – content and interpretation of the group agreement

Compliance with law

You and we shall interpret the **group agreement** so it complies with **applicable laws**.

If the **group agreement** omits or misstates any right or duty under **applicable laws**, you and we shall implement the **group agreement** as though the right or duty is stated correctly in the **group agreement**.

If any provision of the **group agreement** is invalid or illegal, you and we shall implement the **group agreement** as though the provision is not in the **group agreement**.

Changes to the group agreement

The **group agreement** may be amended by mutual consent and in writing.

We may change or end some or all coverage under this **group agreement** by notice, if we act as required by **applicable laws** for uniform modification of coverage and uniform termination of coverage.

We may amend the **group agreement** by notice. We must give you 30 days advance written notice. Our amendment will not:

- Reduce benefits or coverage
- Eliminate benefits or coverage
- Increase benefits or coverage with a concurrent increase in **premium** during the current **group agreement** term, other than increased benefits or coverage required by **applicable law**.

Payment of the applicable **premium** on the effective date of any amendment is your consent to any amendment requiring your consent.

Changes to the **group agreement** do not require the consent of any employee or of any other person. All agreements made by us are signed by an authorized executive officer of **Aetna**. Only an authorized officer of **Aetna** may change or waive any of the **group agreement** terms or make any agreement binding us.

The **group agreement** shall be deemed to be automatically amended to conform with the provisions of **applicable laws**. You will not have to give written agreement of a change in the **group agreement** if:

- You asked for the change and we have agreed to it
- The change is needed to correct an error in the **group agreement**, including any certificate issued to anyone
- The change is needed so that the **group agreement** will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this **group agreement** or the Federal Government
- We initiated the change and this will not result in either a reduction or elimination in benefits or coverage or an increase in **premium**

You will have to give written agreement of a change in the **group agreement**:

- That reduces or eliminates benefits or coverage
- That increases benefits or coverage with a concurrent increase in **premium** during the term of the **group agreement**, except if the increased benefits or coverage is required by law.

Payment of the applicable **premium** after notice of the proposed changes will be deemed to constitute your written agreement of those changes on behalf of all persons covered under this **group agreement**.

Entire group agreement

The **group agreement** replaces and supersedes:

- All other prior group policies of dental coverage between us
- Any other prior written or oral understandings, negotiations, discussions or arrangements between us related to this dental coverage

Waiver

Only an officer of **Aetna** may waive a requirement of the **group agreement**.

We may fail to implement or fail to insist upon compliance with a provision of the **group agreement** at any given time or times. Our failure to implement or to insist on compliance is not a waiver of our right to implement or insist upon compliance with that provision at any other time or times.

General provisions – administration of the group agreement

Aetna name, symbols, trademarks and service marks

We control the use of our name and of our symbols, trademarks and service marks presently existing or subsequently established. You shall not use any of them in advertising or promotional materials or in any other way without our prior written consent. You shall stop any and all use immediately upon our direction or upon termination of the **group agreement**.

Assignment and delegation

You shall not assign any right or delegate any duty under the **group agreement** unless we approve it in writing in advance.

We may delegate some of our functions under the **group agreement** to third parties. We may also change or end these delegations. We do not need to give you advance notice to enter into, change or end these arrangements, and we do not need your consent.

Claim determinations – ERISA claim fiduciary (Applies to employer-based ERISA plans. It doesn't apply to government or church plans and other plans not subject to ERISA.)

We are a fiduciary for the purpose of section 503 of Title 1 of the Employee Retirement Income Security Act of 1974. We have complete authority to review all denied claims for benefits under this **group agreement**. In exercising this fiduciary responsibility, we have discretionary authority:

- To determine whether and to what extent **covered persons** are entitled to benefits
- To construe any disputed or doubtful terms under the **group agreement**. We shall be deemed to have properly exercised our authority unless we abuse our discretion by acting arbitrarily and capriciously.

Our review of claims for benefits may include the use of software and other tools to take into account factors such as:

- An individual's claim history
- A **provider's** billing patterns
- Complexity of the service or treatment
- Amount of time and degree of skill needed
- The manner of billing

Correcting our administrative errors

A clerical error in keeping records or a delay in making an entry will not alone determine whether there is coverage. We will determine the facts and decide if coverage is in force and its amount. We will make a fair adjustment in **premium** if correction of the error or delay changes coverage.

We may correct, withdraw, or replace the **group agreement**, any certificate, any schedule of benefits and any other document issued with an error or issued in error.

Correcting your honest mistakes

If you or any employee make an honest mistake of fact, we may make a fair change in **premium**. If the misstatement affects the existence or amount of coverage, we will use the true facts to determine whether coverage is or remains in effect and its amount.

Discrimination prohibited

You shall not encourage or discourage enrollment in the coverage provided by the **group agreement** based on health status or health risk.

You shall act so as not to discriminate unfairly between persons in like situations at the time of the action.

Financial Sanctions Exclusions

If coverage provided by this **group agreement** violates or will violate any economic or trade sanctions, the coverage is immediately considered invalid. For example, we cannot make payments for health care or other claims or services if it violates a financial sanction regulation. This includes sanctions related to a blocked person or a country under sanction by the United States, unless permitted under a valid written Office of Foreign Assets Control (OFAC) license. For more information, visit <http://www.treasury.gov/resource-center/sanctions/Pages/default.aspx>.

Incontestability

We will not use a statement you make to void this **group agreement** after it has been in force for 2 years from its **effective date**.

We will use only a statement in writing that you or a **covered person** makes, to do any of the following:

- To void coverage of the **covered person**
- To deny coverage of the **covered person**
- To deny a claim for benefits by the **covered person**

We will not use a statement by a **covered person** to deny a claim for benefit more than 2 years after the statement was made.

Notices

The **group agreement** requires or permits notice to each other. These notices shall be in writing.

Notice may be delivered:

- In person, and is effective upon delivery
- By United States mail, sent first class, postage prepaid, and is effective three U.S. Postal Service delivery days following the date of mailing
- By commercial carriers UPS and FedEx, effective upon delivery
- By e-mail, facsimile or other electronic means, effective upon sending

Notice sent to us by mail and commercial carrier shall be sent to:

Aetna

1425 Union Meeting Road
Blue Bell, Pennsylvania 19422

Notice sent to you by mail and commercial carrier shall be sent to:

Name of **contract holder** - **Windmill Health Products, LLC**

10 Henderson Drive
West Caldwell, NJ 07006

You and we must designate specific e-mail addresses, fax numbers or other electronic means in writing for purpose of notices.

Policies and procedures

We have the right to adopt reasonable policies, procedures, rules, and interpretations of the **group agreement** in order to promote orderly and efficient administration. You and all **covered persons** are bound by and shall comply with them. You will certify your compliance with them upon our request or as required specifically by the **group agreement**.

Third party rights

This **group agreement** does not give any rights or impose any duties on third parties except as specifically stated.

Final rates schedule

Dental coverage

Final rates and fees schedule effective date: January 1, 2025

The current **premium** rates for the coverage provided under this **group agreement** are on record with the **contract holder** and us.