DELTA DENTAL®

Delta Dental of Iowa Uniform Regulations

July 1, 2025

Delta Dental of Iowa Premier, PPO and Hawki Programs

The following rules shall apply to Participating Dentists in the Delta Dental of Iowa Premier, PPO and Hawki Programs:

1. **Incorporation by Reference.** Delta Dental of Iowa ("Delta Dental") was organized for the purpose of securing the benefits of dental services through the establishment of dental service programs for individuals and groups of individuals. These Uniform Regulations are incorporated by reference into the Delta Dental Premier Participating Dentist's Agreement and the Delta Dental Premier/PPO Participating Agreement (the "Agreements" made between Delta Dental and Participating Dentists). These Uniform Regulations do not apply to the Delta Dental Participating Dentist Dental Wellness Plan Agreement.

2. **Acceptance of Dental Patients.** Participating Dentists shall abide by all the Delta Dental rules and regulations relating to the furnishing of dental services to Covered Persons, including these Uniform Regulations, as amended from time to time. Participating Dentists shall accept patients covered by policies issued by other policies and programs approved by, and benefit plans administered by, Delta Dental. The Delta Dental Board of Directors may approve benefit plans or programs administered by Delta Dental Member Companies (e.g., Delta Dental National Coverage) and other dental programs, and Participating Dentists shall accept eligible patients for dental services, subject to the processing policies and guidelines of such other dental benefit plans and programs. Except as provided in Section 13 [Discrimination], nothing in these Uniform Regulations requires a Participating Dentist to accept patients for any particular plan or program.

3. **Terms Defined.**

   a. "ALLOWED AMOUNT" means the total dollar amount allowed for a specific Covered Service including the amounts payable by the Covered Person (i.e., deductibles, copayments and coinsurance), under the payment arrangement stipulated by the specific dental plan or discount program of the Covered Person, determined as specified in the Agreement signed by the Participating Dentist.

   b. "CONTRACTHOLDER" means an individual, sole proprietorship, partnership, Limited Liability Company, corporation, association, group, or other legal entity that has contracted with Delta Dental for a dental insurance plan or the administration of a dental plan.

   c. "COVERED PERSON" means any dental patient eligible for dental benefits under a dental program that is insured or administered by Delta Dental (or by a Delta Dental Member Company).

d. "COVERED SERVICES" means dental services to which a Covered Person is eligible as a result of being insured by, or included under a dental plan administered by, Delta Dental (or by a Delta Dental Member Company).

e. "DELTA DENTAL MEMBER COMPANY" means a company that is an active member or affiliate member of Delta Dental Plans Association, as defined in the Delta Dental Plans Association Bylaws.

f. "HAWKI CONTRACT" means the Contract for Dental Care Services under the Healthy and Well Kids in Iowa (Hawki) Program dated January 1, 2005, between the State of Iowa acting by and through the Iowa Department of Human Services and Delta Dental of Iowa, as heretofore amended and as may hereafter be amended from time to time.

g. "NON-PARTICIPATING DENTIST" means a dentist who has not entered into an Agreement with Delta Dental.

h. "PARTICIPATING DENTIST" means a dentist who holds a current license to practice dentistry under Chapter 153, Code of Iowa, with an office located in the State of Iowa, or a dentist practicing in Iowa pursuant to Chapter 147G, Code of Iowa, who has entered into an Agreement with Delta Dental.

4. **Payment.**

(a) **Terms of Payment.** Delta Dental will pay Participating Dentists according to the terms of the Agreement signed by the Participating Dentist. The Allowed Amount, together with the patient deductible, copayment, and coinsurance, will be used to determine the compensation due the Participating Dentist from Delta Dental. Payments up to the Allowed Amount may come in full or part from Delta Dental and the Covered Person.

(b) **Eligibility.** Any dentist meeting the definition of "Participating Dentist" as set forth in Section 3(h) shall be eligible to receive payment in accordance with Section 4(c). Any person meeting the definition of "Covered Person" as set forth in Section 3(c) shall be eligible to receive payment in accordance with Section 4(d).

(c) **Payment to Participating Dentists.** Except as may otherwise be provided in particular contracts between Contract holders and Delta Dental, Participating Dentists shall only bill Covered Persons for such amounts as are provided in the Agreement signed by the Participating Dentist. Participating Dentist shall be paid according to the terms of the Agreement, including these Uniform Regulations, the Hawki Contract and Medicare Advantage, and the applicable fee schedule and office manual that form a part of the Agreement. In connection with the foregoing, Participating Dentist acknowledges

and agrees that what is considered a Covered Service will be determined, in part, by (i) Delta Dental's interpretation of the Hawki Contract or Medicare Advantage (with respect to Covered Services under the Hawki Contractor Medicare Advantage) and (ii) Delta Dental's criteria for payment.

Covered Person shall, in no circumstances, including insolvency, be liable for money owed to a Participating Dentist by Delta Dental and in no event shall a Participating Dentist collect, or attempt to collect, from a Covered Person, any money owed to the Participating Dentist by Delta Dental.

Participating Dentists shall collect applicable coinsurance, copayments and deductibles from Covered Persons. Participating Dentists shall inform Covered Persons of all available treatment options and associated financial responsibilities. Participating Dentists shall not waive any deductibles, coinsurance or copayments required under any Delta Dental benefit plan.

A Participating Dentist shall not charge greater fees for Covered Services provided to Covered Persons than the Participating Dentist charges for Participating Dentist's other patients. A Participating Dentist may offer services at less than Participating Dentist's fees (a discount) for indigent patients, Medicaid patients or to other non-Covered Persons to whom a professional courtesy discount may be appropriately granted, provided records are maintained by the Participating Dentist in order to verify compliance with the Participating Dentist's Agreement. Any discounted fee or procedure offered to Covered Persons must be included when submitting claims to Delta Dental.

Payment for services provided under the Hawki Contract and Medicare Advantage will be limited to Participating Dentists that have contracted with Delta Dental under the Delta Dental Premier® Participating Dentist's Agreement and, under the Hawki Contract, who have also enrolled with Iowa Medicaid as a Medicaid provider. No payments under the Hawki Contract will be made to the Participating Dentist unless the Participating Dentist has enrolled with Iowa Medicaid.

Notwithstanding the foregoing or anything in the Agreement or in these Uniform Regulations that is or may appear to be to the contrary, Participating Dentist understands that Delta Dental shall not be liable for and shall have no obligation to pay for any dental services in connection with the Hawki Contract and Medicare Advantage to the extent Delta Dental does not receive payment therefor from IME or the Medicare Advantage Organization.

All Covered Services shall be provided to Covered Persons under the Hawki Contract and Medicare Advantage with the same quality and accessibility in terms of timeliness, duration and scope as provided to Participating Dentist's other patients. Participating Dentist shall comply with all of the terms and conditions of the Hawki Contract and Medicare Advantage if Participating Dentist provides Covered Services to Covered Persons under the Hawki Contract or Medicare Advantage.

Participating Dentist shall accept payment from Delta Dental by electronic funds transfer (direct deposit) to an account designated by Participating Dentist. Participating Dentist shall provide Delta Dental with all appropriate documents in order to set up such direct deposit.

(d) **Payments for Non-Participating Dentists.** Unless otherwise required by law, payments for dental services provided to Covered Persons by Non- Participating Dentists shall be made directly to the Covered Persons in accordance with the policies and procedures approved from time to time by Delta Dental.

(e) **Information and Records.** Participating Dentist shall furnish information to Delta Dental accurately and on a timely basis, using applicable reporting forms or other means of transmittal supplied or approved by Delta Dental, and in accordance with instructions issued by Delta Dental. Participating Dentist shall prepare, retain and preserve in accordance with prudent record-keeping practices and procedures and otherwise as required by law, legible dental, financial and other records and data with respect to the Covered Services and Participating Dentist's compliance with the terms and conditions of the Agreements, these Uniform Regulations, and applicable law, including dental records, claim forms and other evidence that sufficiently documents charges for all Covered Services. Participating Dentist shall make available to Delta Dental and any regulatory authority or other agency or body with oversight over Delta Dental or Participating Dentist upon request all such records. Participating Dentist shall obtain from Covered Persons any consents and authorizations necessary in order to provide such records and information to Delta Dental. Participating Dentist's obligations under this Section 4(e) shall apply during the term of the Agreements and for a period of not less than ten (10) years from the date of termination of the Agreements (or such longer period of time as is required by law).

(f) **Non-Liability of Delta Dental.** Delta Dental shall not assume by contract, a Covered Person's certificate, or otherwise, liability for the wrongful or negligent acts or omissions of any Participating Dentist arising from or in any way connected with the dentist-patient relationship.

5. **Claims Filing.** Participating Dentists shall file claims for all completed Covered Services furnished to Covered Persons at no charge to Delta Dental or the Covered Person. Claims shall be submitted in accordance with the billing instructions of Delta Dental as communicated to Participating Dentist from time to time. These billing instructions may include pretreatment review of certain procedures prior to the providing of such Covered Services.

   Participating Dentists shall not require the Covered Persons to prepay any portion of Covered Services except the deductible, coinsurance or copayment, if any.

   Claim forms must be signed or submitted by the Participating Dentist. A Participating Dentist may not sign or submit a claim form on behalf of any other dentist, including Non-Participating Dentists.

   Claims that are not paid by Delta Dental because they are submitted more than 365 days after the date Covered Services were rendered are not billable to the patient.

6. **In-Office Records Verification.** Delta Dental may make periodic examinations of a Participating Dentist's office (including, without limitation, the records required to be maintained under Section 4(e) of these Uniform Regulations) during regular office hours to examine the dental records of Covered Persons for the purpose of conducting reviews of patient records to determine that charges for Covered Services provided to Covered Persons are in accordance with the Participating Dentist's Agreement, are no greater than the charges for the same dental services provided to the Participating Dentist's other patients, and to determine that Covered Services are dentally necessary and dentally appropriate. Delta Dental may request, and the Participating Dentist shall provide at no cost to Delta Dental, deidentified data regarding fees charged to other patients.

   Participating Dentist understands and agrees that governmental agencies with regulatory authority over the Hawki Contract and Medicare Advantage shall also have access to Participating Dentist's office and records as required or permitted under applicable law.

7. **Recoupment: Overpayments.** In the event Delta Dental makes payments to a Participating Dentist and the payments are later determined to have been made in error, or were for dental services not Covered Services because they were cosmetic, elective, not dentally necessary or dentally appropriate, or because of Participating Dentist's error, Delta Dental's error, overpayment by Delta Dental, or a patient's ineligibility for coverage, Delta Dental may deduct from future payments due the Participating Dentist amounts equal to the amount of the incorrect or unearned payments. Nothing in this Section 7 shall be deemed to be a

limitation on Delta Dental's or any regulatory agency's ability to recover from Participating Dentist any amounts recoverable by Delta Dental or the regulatory agency under applicable law. Delta Dental shall comply with any such laws relating to recoupment of overpayments.

Participating Dentist shall within forty-five (45) days after Participating Dentist has identified an overpayment hereunder, in accordance with Delta Dental mechanisms and policies that may be established from time to time, report and return the overpayment to Delta Dental, indicating the reason for the overpayment and providing such other information with respect to the overpayment as Delta Dental may request.

Participating Dentists may appeal an overpayment recovery or overpayment recovery request by Delta Dental. The appeals process is documented in the DDIA Office Manual.

8. **Coordination of Benefits.** When Delta Dental is primary under applicable coordination of benefits rules, Delta Dental shall pay benefits as set forth in these Uniform Regulations, without regard to the obligations of a secondary payer. When Delta Dental is determined to be secondary to any other payer, Delta Dental will pay its secondary liability under the Contract holder's contract, but not to exceed the Allowed Amount. If another carrier pays the difference between the Participating Dentist's billed charge and the Allowed Amount, such Allowed Amount limitation is not applicable. However, if this difference is not covered by the other dental benefits plan, the amount over the Allowed Amount cannot be billed to the Covered Person.

   If a Covered Person is enrolled with government sponsored health or dental plan, such as pursuant to the Hawki Contract or Medicare Advantage, the other (commercial group) benefit plan shall be the primary payer and the government-sponsored plan shall be the payer of last resort.

   Participating Dentist shall cooperate, to the extent permitted by law, with Delta Dental's coordination of benefits and subrogation efforts, providing to Delta Dental such information as Participating Dentist may obtain regarding other payers. Participating Dentist shall ask prior to the performance of a Covered Service for a Covered Person under the Hawki Contract or Medicare Advantage whether the Covered Person has private insurance.

9. **Confidentiality.** All dental records containing specific patient information disclosed to Delta Dental shall be considered confidential to the extent required by law. Upon request of the Covered Person or the Covered Person's legal representative, Participating Dentist shall transfer or copy such Covered Person's treatment records. Participating Dentists may

charge a nominal fee for duplication of the records but may not refuse to transfer records for nonpayment of any fees, in accordance with applicable Iowa Dental Board (IDB) regulations.

10. **Availability of Services.** For dentists participating with the Hawki and Medicare Advantage programs, emergency services must be available 24 hours per day, 7 days per week. When the dental office is not open, there must be information on where to seek such services (i.e., - answering machine informing members that the office is closed, and they can seek emergency care at another named provider's office or a named urgent care/emergency department).

11. **Dental Necessity and Dental Appropriateness of Care.** Participating Dentist shall furnish and will receive payment only for Covered Services that meet Delta Dental's criteria for dental necessity and dental appropriateness of care as defined in the applicable Covered Person's benefit plan and in these Uniform Regulations. Interpretation of these contract provisions by Delta Dental will determine if the service is dentally necessary, dentally appropriate, and eligible for payment by Delta Dental. Delta Dental is not responsible to pay for dental services that are cosmetic, elective or not dentally necessary or dentally appropriate. Prior to providing a Covered Person with dental services that are cosmetic, elective or not dentally necessary or dentally appropriate, a Participating Dentist shall inform the Covered Person of Delta Dental's payment policies and obtain a written acknowledgement from the Covered Person that he/she has been informed that the dental services may not be paid by Delta Dental. In the event Delta Dental makes payment to a Participating Dentist for dental services that are later determined to be cosmetic, elective or not dentally necessary or dentally appropriate, Delta Dental may recoup payment pursuant to Section 7 above.

    Each of the following must be true for a procedure, service, or supply to be considered dentally necessary:
    - The diagnosis is proper; and
    - The treatment is necessary to preserve or restore the basic form and the function of the teeth and the health of the gums, bone, and other tissues, which support the teeth.

    Each of the following must be true for a procedure, service, or supply to be considered dentally appropriate:
    - It is the most appropriate procedure for the Covered Person's individual circumstances; and
    - It is consistent with and meets professionally recognized standards of dental care and complies with criteria adopted by Delta Dental.

Participating Dentist acknowledges that Delta Dental may provide payments for alternate dental services, if such alternate dental services are equally effective for the treatment or maintenance of the teeth and their supporting structures.

Notwithstanding the foregoing and in all events Participating Dentist shall exercise his or her independent professional judgment in providing dental services. Nothing herein shall be construed to (a) interfere with or otherwise affect the rendering of dental services by Participating Dentist in accordance with Participating Dentist's independent professional judgment, or (b) prohibit or otherwise restrict Participating Dentist, acting within the lawful scope of his or her profession, from discussing with a Covered Person the Covered Person's health status and dental care or treatment options.

12. **Credentialing; Quality Assurance.** Participating Dentists shall furnish Delta Dental necessary credentialing information, including professional application and profile information, to assist Delta Dental in its evaluation of the Participating Dentist's dental practice. Participating Dentists shall provide the following credentialing elements: (i) an accurate and complete Professional Application and Credentialing Form at least every three (3) years; (ii) an active state-issued dental license; (iii) malpractice liability coverage in amounts required by Delta Dental; (iv) disclosure of any termination, suspension, limitation, surrender or restriction on Participating Dentist's license, accreditation, certification, permit or other governmental authorization, including, without limitation, any exclusion under any applicable government list; (v) disclosure of any licensing board actions, malpractice claims and other adverse personal matters; and (vi) compliance with Occupational Safety and Health Administration (OSHA) requirements and Centers for Disease Control (CDC) recommended infection control guidelines. Participating Dentists shall notify Delta Dental immediately of any changes to this credentialing information. All of the Participating Dentist's rights and Delta Dental's obligations under the Agreements and these Uniform Regulations are conditioned upon Participating Dentist's continued maintenance of such credentialing requirements including, but not limited to, licenses and professional liability insurance, with no restrictions placed thereon.

13. **Discrimination.** Participating Dentists shall not differentiate or discriminate in the treatment of Covered Persons or in the quality of service because of race, sex, color, creed, national origin, age, religion, place of residence, physical or mental disability, political belief, sexual orientation, or health status. In addition, a Participating Dentist may not discriminate based on payment policies of Delta Dental or against Covered Persons who are participants in a government-sponsored program, such as under the Hawki Contract and Medicare Advantage.

14. **Compliance with Rules and Regulations.** Participating Dentists shall abide by all Delta Dental rules and regulations including, without limitation, rules and regulations relating to Delta Dental national coverage programs (e.g., Delta Dental National Coverage). Such rules and regulations include, but are not limited to, those rules and regulations governing credentialing, quality assurance and utilization management

    A Participating Dentist shall conduct Participating Dentist's practice in accordance with the principles and ethics of the American Dental Association (ADA) and the IDB. Participating Dentists shall comply with all applicable state and federal laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended.

15. **Communications.** A Participating Dentist shall not make, publish, disseminate, or circulate, directly or indirectly, or aid, abet, or encourage the making, publishing, disseminating, or circulating of any oral or written statement or pamphlet, circular, article, or literature that is false or maliciously critical of Delta Dental and which may have an adverse effect on Delta Dental. Participating Dentist shall not materially misrepresent the provisions, terms, or requirements of policies approved by and plans administered by Delta Dental.

    Nothing herein shall prohibit a Participating Dentist from reporting to state or federal authorities any act or practice by Delta Dental that jeopardizes patient health or welfare.

16. **Safety and Hygiene.** Participating Dentists shall comply with and be responsible for any and all applicable legal requirements related to dental practice safety and hygiene. Infection control is an integral part of all dental procedures. Delta Dental's Allowed Amount includes reimbursement to the Participating Dentist for infection control costs and, therefore, infection control may not be billed separately from other dental procedures to either the Covered Person or Delta Dental.

17. **Changes in Participating Status.** Delta Dental may notify Covered Persons when a Participating Dentist's Agreement is terminated. The Participating Dentist must notify Covered Persons who have been patients of the Participating Dentist in the event the Participating Dentist's Agreement is terminated prior to additional services being rendered. A copy of any written communication from Delta Dental to a Covered Person regarding a termination of a Participating Dentist's Agreement will be provided to the Participating Dentist. Similarly, a copy of any written communication from the Participating Dentist to a Covered Person regarding a termination of the Participating Dentist's Agreement shall be provided to Delta Dental.

18. **Amendments to Uniform Regulations and Delta Dental Office Manual.** Delta Dental may amend these Uniform Regulations, the Delta Dental Office Manual and other rules and regulations from time to time. If an amendment to these Uniform Regulations, the Delta Dental Office Manual or other rules and regulations is required by applicable law, the amendment shall become effective when required by applicable law, and Participating Dentists shall be given notice of such amendment within sixty (60) days (except in the case of the Delta Dental Office Manual, which shall be within thirty (30) days), unless such notice is impractical, in which case notice will be given as soon as is practical. Except as provided above, Participating Dentists shall be given notice of any amendment of these Uniform Regulations or other rules and regulations and such amendments shall become effective the later of: (i) sixty (60) days from the date of Delta Dental's notice, or (ii) the effective date specified in such notice. Except as provided above, Participating Dentists shall be given notice of any amendment in the Delta Dental Office Manual and such amendments shall become effective the later of: (i) thirty (30) days from the date of Delta Dental's notice, or (ii) the effective date specified in such notice.

19. **Notices of Termination: Other Notices.** Any notice of termination ("Notice of Termination") required or permitted to be given to a Participating Dentist under these Uniform Regulations shall be in writing and shall be deemed given when delivered personally, placed in the U.S. mail (postage prepaid) and sent certified or registered, return receipt requested, or delivered to a recognized overnight courier service for next day delivery (delivery charges prepaid), and addressed to the Participating Dentist at the address set forth on the Participating Dentist's Agreement, or to such other address for Notices of Termination as provided in writing to Delta Dental by the Participating Dentist. Any other notices to Participating Dentist under these Uniform Regulations shall be effective as of the date set forth in such notice upon placing the notice in the U.S. mail (postage prepaid) addressed to the Participating Dentist at the address set forth on the Participating Dentist's Agreement, or to such other address for such notices as provided in writing to Delta Dental by the Participating Dentist.

20. **Termination of Participating Dentist Agreement Without Cause by Delta Dental.** Delta Dental may terminate a Participating Dentist's Agreement at any time by sending a Notice of Termination, which termination will be effective sixty (60) days or more after the date of such Notice of Termination, as designated in the Notice of Termination.

21. **Termination of Participating Dentist Agreement For Cause by Delta Dental.** Delta Dental may terminate a Participating Dentist's Agreement for cause, including, but not limited to, if Participating Dentist breaches or violates any of

the provisions of the Participating Dentist's Agreement or these Uniform Regulations, Participating Dentist's license to practice dentistry issued by the Iowa Dental Board or similar authority of another state is suspended or terminated or other sanctions are issued by the Iowa Dental Board, lack of adherence to published national clinical dental standards, Participating Dentist commits any act of fraud, waste or abuse, Participating Dentist pleads guilty, nolo contendere to or is convicted of any crime, Participating Dentist's professional liability insurance is cancelled or expires, or Participating Dentist's conduct is determined by Delta Dental to be unprofessional and/or such conduct could be detrimental to Delta Dental, its Contract holders, or Covered Persons.

22. **Effective Date of Termination.** Any such termination shall be effective on the date designated by Delta Dental. in the Notice of Termination (which may be immediate), as determined by Delta Dental. The Notice of Termination will state the reasons for such termination and that the Participating Dentist has a right to request a hearing on the termination.

23. **Reasons for Not Terminating.** A Participating Dentist shall not be terminated for cause for the sole reason that the Participating Dentist expressed disagreement with Delta Dental's decision to deny or limit benefits, or sought reconsideration of treatment, or discussed with a Covered Person alternative methods of treatment or policy provisions of a plan, or a Participating Dentist's personal recommendation regarding selection of a benefit plan based on the Participating Dentist's personal knowledge of the clinical needs of the patient.

24. **Termination of Participating Dentist For Cause - Appeal Process.**

(a) **Provider Appeals Committee.** The Chair of the Board of Directors (the "Chair") with the approval of the Board of Directors of Delta Dental shall appoint a Provider Appeals Committee to hear appeals from Participating Dentists whose Agreements with Delta Dental have been terminated for cause. The Provider Appeals Committee shall consist of not more than twelve (12) persons, none of who may be current members of the Board of Directors. When an appeal is filed by a Participating Dentist who has been terminated for cause, such appeal shall be determined as set forth hereafter.

(b) **Request For Appeal.** Any Participating Dentist who has been served with a Notice of Termination that Delta Dental has terminated or intends to terminate the Participating Dentist's Agreement for cause may appeal the Notice of Termination. A Participating Dentist who has been served with a Notice of Termination for cause shall begin the appeal process by sending a written notice of appeal ("Notice of Appeal") by certified mail, return receipt requested to the Chief Executive Officer at Delta Dental's address. A Notice of Appeal must

be received by Delta Dental within thirty (30) days from the date of the Notice of Termination. The Notice of Appeal shall state the grounds for appeal and the reasons the Participating Dentist believes Delta Dental should not terminate the Agreement. Failure to request a hearing within the specified time shall constitute a waiver of the Participating Dentist's right to the hearing and subsequent review and appeal.

(c) **Appeal May Stay Termination.** Upon receipt of a timely sent written Notice of Appeal, the Chief Executive Officer may, but is not required to, stay the termination of the Participating Dentist's Agreement until the appeal process is completed.

(d) **Provider Appeals Committee Panel.** The Chief Executive Officer shall appoint a panel (the "Panel") comprised of no fewer than three (3) members of the Provider Appeals Committee to hear and decide an appeal filed by a Participating Dentist. The Panel shall be comprised of at least one (1) person who is a Participating Dentist and two (2) persons who are representatives of Contract holders. A Participating Dentist appointed to the Panel shall not be in direct economic competition with the Participating Dentist who has filed an appeal. The Chief Executive Officer shall select one member of the Panel to serve as chair of the Panel (the "Panel Chair") who shall preside over the hearing and the deliberations incident to said appeal. The Panel Chair shall have a vote in the proceedings.

(e) **Setting a Hearing Date.** Within thirty (30) days of receiving the Notice of Appeal, the Panel Chair shall set the date of the hearing and so notify the Participating Dentist. The date of the hearing will not be more than thirty (30) days after the date of receipt of such notice by the Participating Dentist. The Panel shall conduct an oral hearing on the Notice of Appeal at the offices of Delta Dental.

(f) **Conduct of Hearing.** A hearing conducted by the Panel shall be presided over by the Panel Chair. The hearing will be reported by a Certified Shorthand Reporter authorized to administer oaths within the State of Iowa. The reporter shall administer the oath to all witnesses. At such hearing, Delta Dental shall state its grounds for terminating the Participating Dentist's Agreement. The Participating Dentist shall then be allowed to state the reasons why the Agreement should not be terminated. The Participating Dentist and Delta Dental may be represented by counsel and each party may call witnesses. Each party shall be responsible for any costs associated with its presentation. The personal presence of the Participating Dentist for whom the hearing has been scheduled shall be required. A Participating Dentist who fails without good cause to appear and proceed at such hearing shall be deemed to have waived the right to appeal the termination and to have accepted the termination.

Postponement of hearings beyond the time set forth in these Uniform Regulations shall be made only with the approval of the Panel. The granting of such postponements shall only be for good cause shown and shall be in the sole discretion of the Panel. If either party is to have counsel present, that party shall inform the other party of the name and address of such counsel no less than ten (10) days prior to the hearing. Nothing contained herein shall preclude Delta Dental and the Participating Dentist from resolving the matter prior to the time scheduled for the hearing.

(g) **Decisions by Provider Appeals Committee Panel.** At the conclusion of the hearing, the Panel shall deliberate in executive session. Decisions by the Panel shall be reached by a majority vote of the members present at the hearing. The decision shall be in writing and a copy shall be mailed to the Participating Dentist within ten (10) days of the oral hearing.

(h) **Review of Appeal of Provider Appeals Committee Panel Decisions.** Decisions made by the Panel may be appealed to the Board of Directors for review ("Review of Appeal") by sending a written Notice of Appeal by certified mail, return receipt requested to the Chair of the Board of Directors at Delta Dental's corporate offices, which must be received by the Chair of the Board of Directors within thirty (30) days from the date of the Panel's decision. No new or additional matters not raised during the original hearing and not otherwise reflected in the record shall be introduced at the Board of Directors Review of Appeal unless the Board of Directors shall, in its sole discretion, allow such new matters to be offered. Participating Dentist shall not be entitled to more than one hearing and one Board of Directors Review of Appeal of a termination. Failure of the Panel or Board of Directors to comply with a time limit specified herein shall not invalidate their actions. Failure to appeal the Panel's decision within the time and in the manner herein provided shall be a waiver of the Participating Dentist's right to such an appeal.

(i) **Board of Directors Review of Appeal.** Within thirty (30) days of receiving the Notice of Appeal, the Board of Directors shall review the Notice of Appeal and the proceedings before the Panel and shall either schedule an oral hearing or decide the matter based on the record of proceedings before the Panel. The Participating Dentist may submit a written statement on Participating Dentist's behalf by sending it to the Board of Directors through Delta Dental's Chief Executive Officer by certified mail, return receipt requested, at least five (5) days prior to the scheduled date for the review of the appeal.

(j) **Conduct of Hearing.** If the Board of Directors elects to hold a hearing, the hearing shall be conducted in the following manner. The hearing shall be presided over by the Chair of the Board of Directors

and shall be held at the offices of Delta Dental. Delta Dental shall state its grounds for terminating the Agreement. The Participating Dentist shall then be allowed to state the reasons why the Agreement should not be terminated. The Participating Dentist's presentation must comply with Section 24(h). The Participating Dentist and Delta Dental may be represented by counsel and each party may call witnesses. Each party shall be responsible for any costs associated with its presentation. The personal presence of the Participating Dentist for whom the hearing has been scheduled shall be required. A Participating Dentist who fails without good cause to appear and proceed at such hearing shall be deemed to have waived the Participating Dentist's rights to appeal the termination to the Board of Directors and to have accepted the termination.

(k) **Decisions by Board of Directors.** Decisions by the Board of Directors shall be reached by a majority vote of the members present at the hearing. The Board of Directors shall notify the Participating Dentist within ten (10) days of its decision on the appeal.

(l) **Quorum of the Board of Directors.** A quorum for the conduct of the hearing by the Board of Directors shall be a quorum thereof as provided in the Bylaws of Delta Dental.

(m) **Conference Telephone Meetings.** Attendance at the hearing may be by means of conference telephone or similar communications equipment through which all persons participating in the hearing can hear each other. Participation in the hearing pursuant to this provision shall constitute presence in person at such hearing.

(n) **Continuance.** The Provider Appeals Committee Panel and the Board of Directors may grant a continuance on any appeal.

(o) **Legal Action.** The Participating Dentist waives any and all legal action that Participating Dentist may have against the Provider Appeals Committee, the Panel, the Board of Directors, and Delta Dental, its agents and employees, arising out of or in the conduct of appeals pursuant to this Section 24. Any and all claims of any kind, known or unknown, against Delta Dental by Participating Dentist arising out of or relating to the Provider Agreement must be brought within two (2) years after the date the claim arose or accrued, regardless of any other limitations period.

(p) **Waiver of Jury Trial.** Delta Dental and Participating Dentist irrevocably and unconditionally waive all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to these Uniform Regulations.

Delta Dental of Iowa Medicare Advantage Program and Delta Dental of Iowa Dual Special Needs Plan

In addition to the Rules set forth above (unless inconsistent with or superseded by any of the following rules) the following rules apply to Delta Dental of Iowa Medicare Advantage Program and Delta Dental of Iowa Dual Special Needs Plan with respect to services provided to Medicare Advantage Enrollees, these rules shall supersede and replace any inconsistent provisions of any other agreement or Rules between Delta Dental of Iowa ("DDIA") and Participating Dentist to ensure compliance with provisions required by the Centers for Medicare and Medicaid Services.

1. **Definitions:**

   (a) **Centers for Medicare and Medicaid Services ("CMS"):** the agency within the Department of Health and Human Services that administers the Medicare program.

   (b) **Clean Claim:** a claim that has no defect, impropriety, lack of any required information or substantiating documentation or particular circumstance requiring special treatment that prevents timely payment.

   (c) **Downstream Entity:** any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA Organization or Part D Sponsor (or applicant) and a First-Tier Entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services. For purposes of these Rules, Participating Dentist is a Downstream Entity.

   (d) **Final Contract Period:** the final term of the contract between CMS and the MA Organization.

   (e) **First Tier Entity:** any party that enters into a written arrangement, acceptable to CMS, with an MA Organization, Part D Sponsor or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

   (f) **Medicare Advantage ("MA"):** an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

   (g) **Medicare Advantage Organization ("MA Organization"):** a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

   (h) **Medicare Services:** those administrative or health care service activities and

responsibilities under the Agreement with respect to which Wellmark has contracted with Vendor. The Medicare Services are summarized in **Attachment 1** to this Exhibit.

(i) **Medicare Sponsor:** an MA Organization and/or a Part D Sponsor.

(j) **Member or Enrollee:** an eligible individual who has enrolled in or elected coverage in a Medicare Advantage Plan or Part D products.

(k) **Part D Sponsor:** a nongovernmental entity that is certified as meeting the requirements under 42 C.F.R. Part 423 and offers one or more Medicare Part D Prescription Drug products.

(l) **Provider:** (1) any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

(m) **Related Entity:** any entity that is related to a Participating Dentists by common ownership or control and (1) performs some of the Participating Dentist's functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the Participating Dentist at a cost of more than $2,500 during a contract period.

(n) Dual Special Needs plan (D-SNP): an insurance plan where enrollees have both Medicaid and Medicare, often referred to as dual eligibles.

2. **Responsibility and Oversight.** Delta Dental will monitor, audit, evaluate, and oversee Participating Dentist's performance under the Agreement on an ongoing basis. Participating Dentist shall maintain accurate records of its compliance with these Rules in accordance with recognized accounting and document retention practices and in a format that will permit monitoring and auditing and will comply with applicable Delta Dental policies and procedures and respond to DDIA's monitoring and oversight requests.

3. **Access to Records.** Participating Dentist acknowledges and agrees that DDIA, the MA Organization or Part D Sponsor, HHS, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any pertinent information for any particular contract period, including, but not limited to, any books, contracts, computer or other electronic systems (including medical records and documentation of the First Tier Entities, Downstream Entities, and Related Entities related to any CMS Contract through ten (10) years from the final date of the Final Contract Period of the applicable CMS Contract or from the date of completion of any audit, whichever is later.

4. **Direct Access.** HHS, the Comptroller General, or their designees have the right to audit, evaluate, collect, and inspect any records related to the Section 2 directly

from any First Tier Entity, Downstream Entity, or Related Entity. For records subject to review under this paragraph except in exceptional circumstances, CMS will provide notification to the Medicare Sponsor that a direct request for information has been initiated.

5. **Member Records.** Participating Dentist will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable Federal or State law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them.

   Participating Dentist will maintain electronic information and data available for Members in a manner that is compliant with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and any other electronic accessibility standards established by CMS for its contractors.

6. **Continuation of Benefits.** Participating Dentist shall require contracted Providers to provide for the continuation of services for all Members for the duration of any CMS Contract period for which CMS payments have been made under the relevant agreement, and for Members who are hospitalized on the date an MA Organization's CMS Contract terminates, or in the event of an insolvency of an MA Organization, through the date of the Member's discharge.

7. **Hold Harmless.** Enrollees will not be held liable for payment of any fees that are the legal obligation of the Medicare Sponsor.

8. **Dual Eligibles.** For all enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Participating Dentists will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Participating Dentist may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX of the Social Security Act if the individual were not enrolled in such a plan. Participating Dentists will: (1) accept the Medicare Sponsor payment as payment in full, or (2) bill the appropriate State source.

9. **Compliance with CMS Contract.** Any services or other activity performed in accordance with a contract or written agreement by Participating Dentist are consistent and comply with the Medicare Sponsor's contractual obligations.

10. **Payment to Providers.** Delta Dental shall pay Clean Claims within 30 days of receipt and if a Clean Claim is not paid within 30 days Delta Dental shall pay interest in accordance with applicable prompt pay regulations. Participating Dentist shall abide by the prohibition on payments for provider-preventable conditions, as set

forth in federal regulation at 42 C.F.R. § 447.26.[1]

11. **Compliance with Law and Vendor Code of Conduct.** Participating Dentist and any Downstream Entities or Related Entities will comply with all applicable Medicare laws, regulations, and CMS instructions, including, but not limited to, Participating Dentist shall comply with the most recent Wellmark Vendor Code of Conduct incorporated herein by reference and available upon request and any applicable Molina Healthcare Codes. Participating Dentist shall institute, operate and maintain an effective compliance program that complies with applicable law, including CMS requirements. An effective compliance program includes training on compliance, privacy and security and fraud, waste and abuse (FWA). Participating Dentist agrees to flow down all applicable clauses to any Downstream Entities.

12. **Exclusion from Participation in Federal Programs.** Participating Dentist is not excluded or precluded from federal health program participation. Further, Participating Dentist shall review the A) Department of Health and Human Services Office of the Inspector General (OIG) List of Excluded Individuals and Entities (LEIE list) and B) General Services Administration (GSA) System for Award Management (SAM) prior to hiring or contracting any new employee, temporary employee, volunteer, consultant, governing body, or Downstream Entity who is to provide Medicare Services and monthly thereafter to ensure that none of these persons or entities are excluded from federal health program participation. Participating Dentist shall notify Delta Dental immediately of any excluded individual or entity assigned to perform Medicare Services and shall remove such excluded individuals or entities from performing Medicare Services.

13. **Off-Shore Contracting.** Participating Dentist and its subcontractors will not receive, process, transfer, store, or access beneficiary information in any form outside the United States of America, without prior written consent from DDIA. If consent is provided and off-shoring permitted, Participating Dentist and any related subcontractors agree to comply with CMS and Medicare Sponsor's requirements for reporting, auditing, and monitoring, including, but not limited to, those set forth in these Rules. Participating Dentist shall notify Delta Dental no less than 45 days prior to the effective date of any agreement or arrangement to perform any Medicare Services in a location outside of the United States. If off-shoring is permitted: (1) Delta Dental may, in its discretion, immediately terminate the Agreement, the Medicare Services, and/or any applicable Statement of Work upon discovery of a significant security breach; (2) Participating Dentist and his, her or its subcontractors, as applicable, will only be provided access to data necessary to complete the applicable services under the Agreement; and (3) Medicare Sponsor and Delta Dental and its auditors shall be permitted annually to audit Participating Dentist and its subcontractors at the locations of any offshore Medicare Services, and the results of all such audits may be delivered to CMS.

[1] Under existing law, examples of a provider preventable condition are the wrong surgical or other invasive procedure performed on a patient, surgical or other invasive procedure performed on the wrong body part, surgical or other invasive procedure performed on the wrong patient, and uunintended retention of a foreign object.

14. **Preclusion List.** Participating Dentist shall not employ or contract with individuals or entities to perform Medicare Services who are listed on the CMS preclusion list as defined in 42 C.F.R. § 422.2 and 42 C.F.R. § 423.100. To the extent applicable to Medicare Services under these Rules, Participating Dentist will not be eligible for payment and will be prohibited from pursuing payment from Members after the expiration of the 60-day period specified in 42 C.F.R. § 422.222. Provider will hold financial liability for services, items, and drugs that are furnished, ordered or prescribed after the expiration of such 60-day expiration period. In the event any individual or entity employed or contracted by Participating Dentist to perform Services under these Rules appears on the CMS preclusion list, Participating Dentist agrees to notify Delta Dental immediately after Participating Dentist becomes aware of the individual's or entity's preclusion.

15. **Data and Reporting.** As applicable, Participating Dentist agrees to comply with applicable CMS reporting requirements, including those specified at 42 C.F.R. §§ 422.310 (risk adjustment data), 422.516 (informational data), 423.505(f) (disclosure of information), 422.2460 (medical loss ratio), 423.514 (validation of Part D Reporting Requirements), and 423.329(b) (risk adjustment data), 423.2460 (medical loss ratio).

16. **Amendments.** Participating Dentist acknowledges that Medicare Advantage is governed by Federal law, regulation and guidance issued by Center for Medicare and Medicaid Services. Participating Dentist understands that the specific terms of these Uniform Regulations are subject to amendment in accordance with changes to the Medicare Advantage program effectuated by statute, regulation or guidance from Centers for Medicare and Medicaid Services. An amendment required for compliance therewith shall not require the consent of Participating Dentist and will be effective when any such change is made. Delta Dental's goal is to provide notice to Participating Dentist thirty (30) days before the effective date of any of any changes to the Medicare Advantage program. Participating Dentist understands and agrees that these Uniform Rules shall be deemed automatically amended as necessary to comply with any applicable state or federal regulation, or any applicable provision of the Managed Care Organization's or Medicare Sponsor's contract with the Centers for Medicare and Medicaid Services.

17. **Federal Funds.** Participating Dentist acknowledges that payments made under these Rules may be made, in whole or in part, from Federal funds. If Participating Dentist generates data used to determine payment, including, but not limited to, data used to identify possible overpayments, Participating Dentist agrees to certify (based on best knowledge, information, and belief) the accuracy, completeness, and truthfulness of the data and acknowledge that the data will be used for the purpose of obtaining Federal reimbursement.

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