

Delta Dental of Iowa
hawk-i Orthodontic Program
Uniform Regulations

1. **Incorporation by Reference.** These Uniform Regulations are incorporated by reference into, and made a part of, the Delta Dental Participating *hawk-i* Orthodontic Services Agreements (the "Agreements") made between Delta Dental of Iowa ("Delta Dental") and Participating Dentists. These Uniform Regulations do not apply to the Delta Dental Participating Dentist Dental Wellness Plan Agreement.

2. **Terms Defined.**

- (a) "Board of Directors" means the Delta Dental of Iowa Board of Directors.
- (b) "Covered Enrollee" means any dental patient eligible for orthodontic benefits under the *hawk-i* Orthodontic Program.
- (c) "Covered Services" means orthodontic services to which a Covered Enrollee is eligible under the *hawk-i* Orthodontic Program.
- (d) "*hawk-i* Contract" means the "Contract for Dental Care Services Under the Healthy and Well Kids in Iowa (*hawk-i*) 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 and hereafter amended.
- (e) "*hawk-i* Orthodontic Fee Schedule" means the fee schedule for specific limited *hawk-i* Procedure Codes listed in Exhibit A to the Agreements.
- (f) "*hawk-i* Orthodontic Program" means the program which provides to Covered Enrollees a limited number of orthodontic benefits that meet Medical Necessity criteria and are listed in specific *hawk-i* Procedure Codes.
- (g) "*hawk-i* Procedure Codes" means the procedure codes listed in Exhibit A to the Agreements.
- (h) "Medical Necessity" or "Medically Necessary" means a Salzmann Index score of 26 or greater.
- (i) "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, who has entered into a *hawk-i* Orthodontic Services Agreement.

3. **Acceptance of Covered Enrollees.** Participating Dentists shall accept Covered Enrollees covered by the *hawk-i* Orthodontic Program. Participating Dentists shall abide by all the Delta Dental rules and regulations relating to the furnishing of orthodontic dental services to Covered Enrollees, including these Uniform Regulations, as amended from time to time.

4. **Prior Authorization; Medically Necessary.** The Exhibit As to the Agreements set forth the Covered Services that require prior authorization from Delta Dental. In the event a Participating Dentist does not obtain prior authorization for the Covered Services which require prior authorization, Delta Dental shall have no obligation to make payment for such Covered Services, and the Participating Dentist may not collect, or attempt to collect, the Participating Dentist's fees from the Covered Enrollee.

Covered Services shall only include orthodontic procedures which are for handicapping malocclusions. A handicapping malocclusion is a condition that constitutes a hazard to the maintenance of oral health and interferes with the well-being of the recipient by causing:

- Impaired mastication,
- Dysfunction of the temporo-mandibular articulation,
- Susceptibility to periodontal disease,
- Susceptibility to dental caries, and
- Impaired speech due to malpositions of the teeth.

Assessment of the most handicapping malocclusion is determined by the magnitude of the following variables: degree of malalignment, missing teeth, angle classification, overjet and overbite, open bite, and crossbite. A Salzmann Index score of 26 or greater will be used as criteria for Medically Necessary benefits.

Prior authorization for treatment will be assessed in a manner consistent with "Handicapping Malocclusion Assessment to Establish Treatment Priority," by J. A. Salzmann, DDS, American Journal of Orthodontics, October 1968.

A request for prior authorization shall be accompanied by documentation as required by Delta Dental to substantiate Medically Necessary Covered Services.

Post treatment records shall be furnished to Delta Dental upon request.

Prior authorization may be given for a complete comprehensive case of active orthodontic treatment.

Prior to providing a Covered Enrollee with orthodontic services that are not Medically Necessary, the Participating Dentist shall inform the Covered Enrollee of Delta Dental's payment policies and obtain a written acknowledgement from the parent or legal guardian of the Covered Enrollee that he/she has been informed the dental services will not be paid by Delta Dental.

5. **Payment.**

- (a) **Participating Dentist shall be paid according to the terms of the Agreement, including these Uniform Regulations, the *hawk-i* Contract, 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 *hawk-i* Contract (with respect to Covered Services under the *hawk-i* Contract) and (ii) Delta Dental's criteria for payment.**
- (b) Participating Dentists shall not bill Covered Enrollees for amounts provided in the Agreement. Participating Dentists shall only bill Delta Dental for such amounts. Covered Enrollees shall, in no circumstance, 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 Enrollee, any money owed to the Participating Dentist by Delta Dental.
- (c) Delta Dental may elect to pay Participating Dentists prior to the completion of orthodontic services. In the event the orthodontic services are not completed for any reason, a Participating Dentist shall refund to Delta Dental a prorata portion of the fees paid to the Participating Dentist, which prorata portion will be based on the amount of the orthodontic services rendered to the Covered Enrollee.
- (d) Payment for services provided under the *hawk-i* Contract will be limited to Participating Dentists that have contracted with Delta Dental under the *hawk-i* Orthodontic Program Dentist's Agreement and who have also enrolled with Iowa Medicaid Enterprise ("IME") as a Medicaid provider. No payments under the *hawk-i* Contract will be made to the Participating Dentist after July 1, 2018 unless the Participating Dentist has enrolled with IME.
- (e) 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 *hawk-i* Contract to the extent Delta Dental does not receive payment therefor from IME.
- (f) All Covered Services shall be provided to Covered Persons under the *hawk-i* Contract 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 *hawk-i* Contract if Participating Dentist provides Covered Services to Covered Persons under the *hawk-i* Contract.

(g) 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.

6. **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 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 6 shall apply during the term of the Agreements and for a period of not less than seven (7) years from the date of termination of the Agreements (or such longer period of time as required by law).

7. **Non-Liability Of Delta Dental.** Delta Dental shall not have any 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.

8. **Claims Filing.** Participating Dentists shall file claims for all Covered Services furnished to Covered Enrollees at no charge to Delta Dental or the Covered Enrollee. Claims shall be submitted in accordance with the billing instructions of Delta Dental as communicated to Participating Dentist from time to time.

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.

9. **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 6 of these Uniform Regulations) during regular office hours to examine all patient records of Covered Enrollees for the purpose of conducting reviews to determine that charges for Covered Services provided to Covered Enrollees are in accordance with the Participating Dentist's Agreement, and to determine that Covered Services are Medically Necessary.

10. **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 not Medically Necessary, or because of the Participating Dentist's error, Delta Dental's error, or overpayment by Delta Dental, or because the Participating Dentist owes Delta Dental a prorata portion of a fee under Section 5(c) above, 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 10 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.

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.

11. **Coordination of Benefits.** Benefits shall be coordinated with any other coverage the Covered Enrollee may have available to pay Covered Services. In the event a Covered Enrollee is retroactively enrolled in Medicaid, the *hawk-i* Orthodontic Program shall be the primary payor. If a Covered Enrollee is enrolled with other health or dental benefit coverage, the other benefit plan shall be the primary payor and the *hawk-i* Orthodontic Program shall be the payor of last resort.

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

13. **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 four (4) 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 requirements and Centers for Disease Control 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.

14. **Discrimination.** Participating Dentists shall not differentiate or discriminate in the treatment of Covered Enrollees 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 Enrollees who are participants in a program such as under the *hawk-i* Contract.

15. **Compliance with Rules and Regulations.** Participating Dentists shall abide by all Delta Dental rules and regulations. 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 the Participating Dentist's practice in accordance with the principles and ethics of the American Dental Association 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.

16. **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 affect 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.

17. **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 payment pursuant to the Participating Dentist's Agreement 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 Enrollee or Delta Dental.

18. **Changes in Participating Status.** Delta Dental may notify Covered Enrollees when a Participating Dentist's Agreement is terminated. The Participating Dentist must notify Covered Enrollees 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 Enrollee 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 Enrollee regarding a termination of the Participating Dentist's Agreement shall be provided to Delta Dental.

19. **Amendments to Uniform Regulations.** Delta Dental may amend these Uniform Regulations 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.

20. **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.

21. **Termination of Participating Dentist's 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.

22. **Termination of Participating Dentist's Agreement For Cause by Delta Dental.**

Delta Dental may terminate a Participating Dentist's Agreement for cause if the Participating Dentist violates any of the provisions of the Participating Dentist's Agreement or these Uniform Regulations, the Participating Dentist is guilty of unprofessional conduct, the Participating Dentist's license to practice dentistry issued by the IDB is suspended or terminated, other sanctions issued by the IDB, lack of adherence to published national clinical dental standards, or the Participating Dentist is guilty of any other conduct that could be detrimental to Delta Dental or Covered Enrollees. 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 Enrollee alternative methods of treatment.

24. **Termination of a 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 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. 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 such notice to 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 (CSR) 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 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.** In consideration of Delta Dental's acceptance of a Participating Dentist's Agreement, the Participating Dentist waives any and all legal action that the 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 23.
25. **Waiver of Jury Trial.** In consideration of Delta Dental's acceptance of a Participating Dentist's Agreement, Delta Dental and Participating Provider 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.