



DELTA DENTAL
PARTICIPATING DENTIST’S DENTAL WELLNESS PLAN
and CHILDREN’S DENTAL MEDICAID PLAN AGREEMENT¹

This Participating Dentist’s Dental Wellness Plan Agreement (this “Agreement”) is made by and between Delta Dental of Iowa, an Iowa not-for-profit corporation (“Delta Dental”), and the undersigned individual licensed to engage in the practice of dentistry in the State of Iowa in accordance with Chapter 153 of the Iowa Code (“Participating Dentist”) and shall be effective when accepted by Delta Dental.

RECITALS:

- A. Delta Dental has entered agreements with the State of Iowa acting by and through the Iowa Department of Human Services to administer certain dental benefits to Covered Enrollees (as such term is defined below).

- B. Participating Dentist wishes to enter into this Agreement to provide dental services to Covered Enrollees.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. The following terms shall have the following meanings when used in this Agreement:
 - a) "Covered Enrollee" means an individual eligible to receive dental services under the Dental Wellness Plan or Children’s Dental Medicaid Contract* through Delta Dental.
 - b) "Covered Services" means dental services that meet both of the following requirements: (i) a Covered Enrollee is eligible to receive the dental services under the Dental Wellness Plan or Children’s Dental Medicaid Contract; and (ii) Participating Dentist is entitled to payment for the dental services under the terms and conditions of this Agreement.
 - c) “Contracts for Dental Care Services” means the Dental Wellness Plan Contract and the Children’s Dental Medicaid Contract between the State of Iowa acting by and through the Iowa Department of Human Services and Delta Dental, as the same may be amended or restated from time to time.

2. Entire Agreement; Applicability. This Agreement, together with the Incorporated Documents (as defined below), constitute the complete agreement between Participating Dentist and Delta Dental concerning the Contracts for Dental Care Services and supersede all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings between them in connection with the subject matters hereof. All the

¹ The State of Iowa may use a different name to refer to the Medicaid program for children or its contract with Delta Dental. The parties intend “Children’s Dental Medicaid” to refer to that program and contract.

Incorporated Documents are incorporated into this Agreement as if set forth in their entirety and constitute a part hereof. This Agreement applies only to Contracts for Dental Services. This Agreement does not apply to any other product of Delta Dental, including, without limitation, any product described in any Delta Dental Premier Participating Dentist's Agreement, any Delta Dental PPO Agreement Supplement to any Delta Dental Premier Participating Dentist's Agreement or any Delta Dental Participating Hawk-i Orthodontic Services Agreement that may now or hereafter be in effect between Delta Dental and Participating Dentist from time to time, and any such agreement shall be unmodified by this Agreement and shall remain in full force and effect.

3. Incorporated Documents. "Incorporated Documents" means all of the following documents and agreements, as the same may be amended or restated from time to time: (i) all documented rules and regulations of Delta Dental relating to the Dental Wellness Plan and Children's Dental Medicaid products, including, without limitation, the Delta Dental of Iowa Dental Wellness Plan and Children's Dental Medicaid Uniform Regulations (the "Uniform Regulations"); (ii) the Delta Dental of Iowa Dental Wellness Plan and Children's Dental Medicaid Office Manual (the "Office Manual"); (iii) any documented utilization, pre-treatment, pre-determination, post-treatment, office audit, focused review or other programs, and any Dental Wellness Plan and Children's Dental Medicaid incentive or bonus program, established and implemented by Delta Dental; (iv) the Dental Wellness Plan and Children's Dental Medicaid Fee Schedule (the "Fee Schedule"); and (v) the Contracts for Dental Services. Delta Dental shall make all Incorporated Documents accessible to Participating Dentist by posting the same to Delta Dental of Iowa's provider Internet site promptly after the Incorporated Documents are completed, amended or restated by, or are otherwise made available to, Delta Dental. Delta Dental may amend or restate this Agreement or the Incorporated Documents or may add or remove documents and agreements to or from the definition of Incorporated Documents from time to time without the consent of Participating Dentist. Any such amendment, restatement, addition or removal shall be effective immediately upon notice to Participating Dentist unless a later effective date is set forth in such notice. No such amendment, restatement, addition or removal shall retroactively apply to dental services provided prior to the effective date of such amendment, restatement, addition or removal, unless such retroactive application is required by law. In the event of a conflict between the terms of this Agreement and the terms of an Incorporated Document (other than the mandatory provisions of the Contracts for Dental Services), the terms of this Agreement shall control. In the event of a conflict between the mandatory provisions of the Contracts for Dental Services and the terms of this Agreement or any other Incorporated Document, the mandatory provisions of the Contracts for Dental Services shall control.
4. Obligations of Participating Dentist; Indemnification. Participating Dentist agrees to abide by and comply with (a) all applicable federal and state laws, rules and regulations, and (b) the terms and conditions of all Incorporated Documents, including, without limitation, the credentialing requirements contained therein. Participating Dentist shall immediately notify Delta Dental in writing of any breach or non-compliance by Participating Dentist of this Section. Delta Dental shall not be responsible or liable in any manner whatsoever for any act or omission of Participating Dentist, including, without limitation, Participating Dentist's noncompliance with this Section or Participating

Dentist's negligent or wrongful acts. Participating Dentist shall defend, indemnify and hold Delta Dental, its affiliates, and their respective officers, directors, agents and employees harmless from and against any and all claims, demands, liabilities, losses, damages, actions, judgments, costs, expenses, fines and reasonable attorneys' fees incurred by any of them arising out of or relating to any breach of this Agreement by Participating Dentist, Participating Dentist's negligent acts, omissions or willful misconduct or any violation by Participating Dentist of any applicable federal or state law, rule or regulation.

5. Payment. Subject in all events to the terms and conditions of this Agreement and all Incorporated Documents, including, without limitation, Section 5 of the Uniform Regulations, Participating Dentist shall accept from Delta Dental as payment in full for Covered Services the lesser of: (i) the applicable amount set forth in the Fee Schedule or (ii) Participating Dentist's standard fees for such Covered Services. Participating Dentist shall not bill the Covered Enrollee for the balance, if any, between Participating Dentist's standard fees for such Covered Services and the applicable amount paid under the Fee Schedule.
6. Termination. Either party may terminate this Agreement, with or without cause, by giving the other party at least sixty (60) days prior notice. In addition, Delta Dental may terminate this Agreement for cause as provided in the Uniform Regulations. This Agreement will automatically terminate upon the death of Participating Dentist.
7. Notice.
 - a) All notices, demands, requests, and other communications desired or required to be given hereunder, shall be in writing and shall be given by: (i) hand delivery to the applicable address for notices set forth below; (ii) delivery by overnight courier service to the applicable address for notices set forth below; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the applicable address for notices set forth below. In addition to the foregoing, Delta Dental may provide notice to Participating Dentist of any amendment or restatement of this Agreement or of an Incorporated Document, or any addition or removal of an agreement or document to or from the definition of Incorporated Documents by e-mailing such notice to Participating Dentist.
 - b) All notices shall be deemed given and effective upon the earliest to occur of: (i) the hand delivery of such notice to the applicable address for notices set forth below; (ii) one business day after the deposit of such notice with an overnight courier service by the time deadline for next day delivery addressed to the applicable address for notices set forth below; or (iii) three business days after depositing the notice in the United States mail as set forth in (a)(iii) above addressed to the applicable address for notices set forth below. E-mail notices from Delta Dental to Participating Dentist permitted under Section 7(a) above shall be deemed given and effective on the date and at the time sent by Delta Dental, and no acknowledgement of receipt shall be required to make any such e-mail notice effective.
 - c) Notices to Delta Dental shall be provided to Delta Dental of Iowa, 9000 Northpark Drive, Johnston, Iowa 50131, Attn: Professional Relations, or to such other address

as may be updated from time to time by Delta Dental informing Participating Dentist of the same. Notices to Participating Dentist shall be provided to the address or e-mail address, as applicable set forth on the signature page to this Agreement, as the same may be updated by Participating Dentist from time to time by Participating Dentist providing notice to Delta Dental of the same. Participating Dentist shall ensure that Delta Dental has at all times an updated e-mail address for Participating Dentist.

8. Non-Exclusivity. Nothing herein shall preclude Participating Dentist from contracting with other insurance companies or carriers related to dental services. Nothing herein shall preclude Delta Dental from contracting with other dentists and providers to provide Covered Services to Covered Enrollees. Delta Dental may establish networks limited to certain dentists and provide financial and other incentive programs that may cause a Covered Enrollee to use the services of dentists or other providers other than Participating Dentist. Participating Dentist may not be eligible for such networks and programs, and such networks and programs may not be offered to all dentists.

9. General Provisions. Participating Dentist is an independent contractor of Delta Dental and none of the provisions of this Agreement are intended to create or to be construed as creating any employee-employer or agency relationship between them. Participating Dentist may not assign, delegate or subcontract Participating Dentist's rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Delta Dental, which consent Delta Dental may withhold in its sole and unfettered discretion. Any assignment not in accordance with this Agreement shall be null and void. No failure or delay on the part of any party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise. Except as provided in Sections 3(c) and 7(a) of this Agreement, no amendment, modification, supplement, termination or waiver of or to any provision of this Agreement, nor consent to any departure therefrom, shall be effective unless the same shall be in writing and signed by or on behalf of the party to be charged with the enforcement thereof. Any amendment, modification or supplement of or to any provision of this Agreement, any waiver of any provision of this Agreement, and any consent to any departure from the terms of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be enforceable and it shall be enforced to that extent. This Agreement may be executed by the parties to this Agreement on any number of separate counterparts (including by facsimile or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer

upon any party other than the parties hereto (and their respective heirs, successors, legal representatives and permitted assigns) any rights, remedies, liabilities or obligations under or by reason of this Agreement. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to provisions thereof relating to conflicts of law.
11. Venue. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of any United States or Iowa District Court sitting in Des Moines, Iowa in any action or proceeding arising out of or relating to this Agreement, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Each of the parties irrevocably waives any objection, including without limitation, any objection to the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any such action or proceedings in such respective jurisdictions. Each of the parties irrevocably consents to the service of any and all process in any such action or proceeding brought in any court in or of the State of Iowa by the delivery of copies of such process to each party, at its address specified for notices to be given hereunder.
12. Actions and Jury Trial Waiver. Participating Dentist may not bring any legal or equitable action on or with respect to any claim arising out of or relating to this Agreement more than two (2) years after the cause of action arises. DELTA DENTAL and Participating Dentist each hereby voluntarily, irrevocably and unconditionally waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.

[Signature page follows]

<p>Accepted by:</p> <p>Delta Dental of Iowa on this _____ day of _____,</p> <p>_____</p> <p>Chief Dental Officer, Delta Dental of Iowa</p> <p>_____</p> <p>President and CEO, Delta Dental of Iowa</p>	<p>Participating Dentist:</p> <p>Signature _____</p> <p>(Name of Participating Dentist)</p> <p>Print Name _____</p> <p>Address _____</p> <p>City/Zip _____</p> <p>Email _____</p> <p>Tax ID Number _____</p> <p>Date _____</p>
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Effective: 1.01.2021