

DELTA DENTAL OF ARKANSAS PARTICIPATION REVIEW PANEL PROCEDURES

1. **Incorporation by Reference.** These Participation Review Panel Procedures are incorporated by reference into the Participation Agreement, including the Uniform Requirements thereto, between Delta Dental and Participating Dentists.

2. **Termination of Participating Dentist For Cause – Review Process.**
 - (a) **Participation Review Panel.** The Chair of the Delta Dental Board of Directors (the “Chair”) with the approval of the Board of Directors of Delta Dental shall appoint a Participation Review Panel to hear a request from a Participating Dentist whose Participation Agreement with Delta Dental has been terminated for cause. The Participation Review Panel shall consist of not more than five (5) persons, all of whom will be current members of the Delta Dental Board of Directors. The Panel shall be comprised of at least three (3) individuals who are a Participating Dentist¹. A Participating Dentist appointed to the Panel shall not be in direct economic competition with the Participating Dentist who has filed the Request for Review. When a Participating Dentist whose Participation Agreement has been terminated by Delta Dental for cause requests to have the termination reviewed, such request for review shall be determined as set forth herein.

 - (b) **Request For Review.** A Participating Dentist who receives a notice from Delta Dental that the Participating Dentist’s Participation Agreement with Delta Dental has been or will be terminated by Delta Dental for cause may request a review of the termination. A Participating Dentist who has been served with a notice of termination for cause shall begin the review process by sending a written notice requesting a review (“Request for Review”) to Delta Dental’s Chief Executive Officer at Delta Dental’s address. A Request for Review must be received by Delta Dental within thirty (30) calendar days from the date of Participating Dentist’s receipt of the notice of termination. The Request for Review shall state the grounds for the request and the reasons the Participating Dentist believes Delta Dental should not terminate the Participation Agreement. Failure to request a review within the specified time shall constitute a waiver of the Participating Dentist’s right to the review and any subsequent appeal described herein.

 - (c) **Request for Review May Stay Termination.** Upon receipt of a timely submitted written Request for Review, the Chief Executive Officer may, but is not required to, stay the termination of the Participating Dentist’s Agreement until the review process is completed.

 - (d) **Setting a Hearing Date.** Within thirty (30) calendar days of receiving the Request for Review from the Participating Dentist whose Participation Agreement has been terminated, the Panel Chair shall set the date of the review hearing and notify the Participating Dentist. The date of the review hearing will not be more than thirty (30) calendar days after such notice to the Participating Dentist. The Panel shall conduct an oral hearing on the Request for Review at the offices of Delta Dental.

¹ In the event there are not at the time three (3) Participating Dentists who are Directors or for whatever reason three (3) Participating Dentists cannot participate on the Panel (e.g., conflict of interest), the Chair has discretion to either appoint a Board member to the Panel who is not a Participating Dentist or alternatively elect to have less than five (5) Panel members.

- (e) **Conduct of Hearing.** The Chair shall select one member of the Panel to serve as chair of the Panel for the review hearing (the “Panel Chair”). The Panel Chair shall preside over the review hearing and the deliberations incident to said Request for Review. The Panel Chair shall have a vote in the proceedings. The Panel Chair shall administer the oath to all witnesses and the proceedings shall be transcribed or tape recorded. At such review hearing, Delta Dental shall state its grounds for terminating the Participating Dentist’s Participation Agreement. The Participating Dentist shall then be allowed to state the reasons why the Participation 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 review hearing shall be deemed to have waived the right to have the termination reviewed and to have accepted the termination. Postponement of hearings beyond the time set forth in these Policies shall be made only with the approval of the Panel. The granting of such postponements shall only be for good cause shown, and is in the sole discretion of the Panel. If either party is to have counsel present, that party electing to have counsel present shall inform the other party of the name and address of such counsel no less than ten (10) calendar days prior to the review hearing. Nothing contained herein shall preclude Delta Dental and the Participating Dentist from resolving the matter prior to the time scheduled for the hearing.
- (f) **Decisions by Participation Review Panel.** At the conclusion of the review hearing, the Panel shall deliberate in executive session. Decisions by the Panel shall be reached by a majority vote of the Panel members present at the hearing. The decision shall be in writing and a copy shall be mailed to the Participating Dentist within ten (10) calendar days of the oral hearing.
- (g) **Review of Appeal of Participation Review Panel Decisions.** Decisions made by the Panel may be appealed to the Delta Dental Board of Directors (“Appeal”) by sending a written notice (“Notice of Appeal”) to the Chair of the Board of Directors at Delta Dental’s corporate offices within thirty (30) calendar days from the date of the Panel’s decision. No new or additional matters not raised during the original review hearing before the Panel and not otherwise reflected in the record shall be introduced at the Board of Directors Appeal hearing 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 review hearing and one Board of Directors 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.
- (h) **Board of Directors Review of Appeal.** Within thirty (30) calendar 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) calendar days prior to the scheduled date for the review of the Appeal.
- (i) **Request for Appeal May Stay Termination.** Upon receipt of a timely received written Request for Appeal, the Chair of the Delta Dental Board may, but is not required to, stay the termination of the Participating Dentist’s Agreement until the Appeal process is completed.

- (j) **Conduct of Hearing.** Only if the Board of Directors elects to hold an Appeal 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 2(g) of these Procedures. 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 Appeal 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.
 - (l) **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) calendar days of its decision on the Appeal. The decision of the Board of Directors will be final and binding on both Delta Dental and the Participating Dentist.
 - (m) **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.
 - (n) **Conference Telephone Meetings.** Attendance at the Appeal hearing may be by means of conference telephone or similar communications equipment through which all persons participating in the Appeal hearing can hear each other. Participation in the Appeal hearing pursuant to this provision shall constitute presence in person at such hearing.
 - (o) **Continuance.** The Board of Directors may grant a continuance on any Appeal.
 - (p) **Legal Action.** The Participating Dentist waives any and all legal action that Participating Dentist may have against the Participation Review Panel, the Board of Directors, and Delta Dental, its agents and employees, arising out of or in the conduct of reviews and Appeals pursuant to these Procedures.
3. **Waiver of Jury Trial.** 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 Procedures.