

## Delta Dental of Washington

### Member Dentist Rules and Regulations

The Member Dentist Rules and Regulations of Delta Dental of Washington (DDWA) establish the responsibilities and obligations of Member Dentists and the requirements and expectations that are placed on them by DDWA.

The following Member Dentist Rules and Regulations have been adopted by the DDWA Board of Directors:

#### Article 1 - Dental Care Furnished to Enrolled Persons

1. Member Dentist will provide all Enrolled Persons to whom the Member Dentist has agreed to provide services with service and treatment in accordance with the standards of the dental profession in his/her community, without regard to the particular group plan in which the Enrolled Person may be enrolled, whether privately or publicly financed. "Enrolled Person" is any person enrolled under a DDWA dental care plan.
2. Member Dentist agrees to submit to DDWA the actual fees being charged for treatment performed. Member Dentist agrees to accept as payment in full for covered services provided to any Enrolled Person under a contracted program, the fees filed by Member Dentist and approved by DDWA, or, when no fee is on file, the Maximum Allowable Amount for the procedure as determined by DDWA. Member Dentist further agrees to charge the Enrolled Person no more than the filed fee or Maximum Allowable Fee for covered services when no payment is issued because the patient is over the plan maximum.
3. DDWA reserves the right to accept or reject fees submitted to DDWA for filing, based on criteria established by the Provider Compensation Committee, which has authority and responsibility within DDWA for matters concerning compensation paid by the corporation to Member Dentists and other dentists. Member Dentist may initiate changes to fees on file with DDWA according to procedures and standards established by the Provider Compensation Committee.
4. Member Dentists shall not separate a dental procedure into component parts with each part having a charge so that the cumulative charge of the components is greater than the total charge to patients for the complete or more comprehensive covered procedure. Nor shall the Member Dentist charge a DDWA Enrolled Person any fee for a component part of a service that exceeds that dentist's filed fee with DDWA for the more comprehensive service if the component is part of a covered benefit.
5. Prepayment, interest, or service charges may not be charged to an Enrolled Person for that portion of the services for which DDWA is responsible.
6. Member Dentist agrees to take reasonable steps to collect his/her total fee as approved by DDWA. This includes the patient's copayment liability. Member Dentists shall not waive copayments required under any Delta Dental plan or any other contracted plan.
7. Member Dentist shall disclose, as appropriate under state or federal laws and regulations, an Enrolled Person's health information to DDWA as needed to facilitate treatment, payment, and health care operations.

8. Member Dentist will cooperate with DDWA Dental Director(s) and selected consultants designated by DDWA in the administration of dental benefits for claims submitted on behalf of Enrolled Persons under DDWA dental plans or any plan administered by DDWA.
9. Member Dentist will work with all DDWA staff in a professional manner, including treating staff with courtesy, not using harassing or badgering language, not demeaning the person or the position that is held, nor demonstrating any other overt negative behavior directed toward the individual.
10. Member Dentist will abide by the current Member Dentist Rules and Regulations, as updated from time-to-time, in providing dental care to the Enrolled Person. Member Dentist and DDWA agree that neither shall, on the basis of race, color, creed, national origin, sex, age, sexual orientation, marital status or physical disability deny any individual aid, care, service or other benefit provided by a program; deny any individual aid, care, service or other benefit which is different in any manner from that provided to others under a program; treat an individual differently from others in determining eligibility or other requirements or conditions which individuals must meet to receive the benefits under the program; deny any individual an opportunity to participate in a program or afford him or her an opportunity which is different from that afforded others under the program.
11. Member Dentists agree to provide dental care to all patients consistently. This applies but is not limited to the type and scope of treatment rendered, the hours scheduled and available for routine treatment, and for emergency care availability. Member Dentists shall provide initial appointments to all Enrolled Persons upon request within a reasonable time. In non-emergency cases, a reasonable time shall not be more than three weeks.
12. In the event that an Enrolled Person is also covered under any policy of group or individual insurance or other prepayment program which provides benefits for services that are within the scope of services covered by DDWA, Member Dentist agrees that any payment that Member Dentist receives under the terms of such other policy or plan shall be credited first to reduce any copayment obligation which the Enrolled Person may have under the applicable plan.
13. Member Dentist may, within the framework of professional ethics, reject any Enrolled Person seeking his or her professional services as a patient in the event that:
  - (a) Enrolled Person fails to make payments or copayments required to be made by the Enrolled Person to Member Dentist under the terms of the applicable plan;
  - (b) Enrolled Person exhibits intemperance or misconduct while in the office of Member Dentist, as documented in the patient records; or
  - (c) In Member Dentist's professional judgment the service cannot properly be rendered to the Enrolled Person within generally accepted standards of dental practice.
14. Member Dentist agrees to render all dental services to each Enrolled Person if such services are within the scope of coverage of the Enrolled Persons plan, are within Member Dentist's specialty, and are necessary in Member Dentist's professional judgment, exercised in accordance with generally accepted standards of dental practice.
15. Member Dentist represents and warrants that all dentists rendering professional services at their office are fully licensed to render dental services to Enrolled Persons; and that the personnel required to be licensed or certified to render treatment or operate that equipment are so licensed or certified.

16. Member Dentist shall maintain the dentist/patient relationship with each Enrolled Person and shall be solely responsible to the patient for dental advice and treatment. Member Dentist is an independent contractor. Subject to general credentialing and quality assurance requirements, DDWA will not have any dominion or control over Member Dentist's delivery of professional services to any particular Enrolled Person. It is understood that the identification of Member Dentist as a Delta Dental Member Dentist is not a recommendation of Member Dentist by DDWA.
17. Member Dentist shall defend and hold harmless DDWA and its directors, officers, employees, agents and representatives from all claims and losses that may arise out of an act of commission or omission in the dental services performed by Member Dentist or any dentist or employee associated with or employed by Member Dentist. Member Dentist will immediately notify DDWA of any such claim.

## **Article II - Claims Processing**

1. Member Dentists shall comply with the terms and conditions of any agreement under which DDWA has contracted to provide services relating to the delivery of dental care, including but not limited to DDWA individual and group dental care agreements and individual and group dental care agreements offered by entities with whom DDWA has a contractual relationship to arrange for the delivery of dental services in the geographical area(s) served by DDWA/Delta Dental. Member Dentists shall be subject to the terms and conditions of a capitated agreement only if Member Dentists have executed a capitated agreement.
2. Member Dentist will submit claims for completed treatment for Enrolled Persons under DDWA group dental plans on DDWA-approved, American Dental Association claim forms. Member Dentist shall provide supporting documentation, and copies of dental records, including but not limited to, diagnostic images, at no charge, as may be requested by DDWA.
3. DDWA may disallow payment of a claim for services that is submitted more than six months after the date the services were provided, or that is submitted without prior authorization, if prior authorization is required. Furthermore, such disallowed claims may not be charged to Enrolled Persons.
4. DDWA has up to one year from the treatment date to re-adjudicate a claim and request reimbursement. Reimbursements from re-adjudicated claims must be paid or disputed by the Member Dentist to DDWA within sixty (60) days of the request for reimbursement. This one year limitation does not apply to reimbursements required based on fraud and abuse findings or quality of care issues.
5. Member Dentist will not submit claims for payment of treatment for Enrolled Persons until such procedures are fully completed. Charges for dental procedures requiring multiple treatment dates shall be considered incurred and shall be applied to the program maximum on the date the service is completed.
6. A Member Dentist who is employed by a dental clinic may submit claim forms to DDWA for reimbursement on behalf of the dental clinic, provided that the Member Dentist is responsible for any other provider on whose behalf a claim is submitted, including but not limited to credentialing such provider and assuring that the claims are not in violation of these Member Dentist Rules and Regulations.
7. A Member Dentist shall not submit a rendering dentist's statement for services performed by another provider, whether an employee or individual having an interest in the dental practice or facility, such as an owner, partner, shareholder or manager, if the rendering dentist is: (a) a dentist who is subject to mandatory prior authorization; (b) a Member Dentist who is not in compliance with any portion of these rules; (c) a non-member dentist whose billing or dental practices or policies would violate any portion of these rules; (d) a dentist whose Member Dentist Agreement application has been denied; or (e) a dentist whose Member Dentist Agreement has been terminated.

8. A Member Dentist shall be responsible for the accuracy of all information submitted to DDWA on any claim form or supporting any claim form submitted to DDWA on his/her behalf, whether or not the form is actually signed by the Member Dentist or Enrolled Person. A Member Dentist agrees to hold DDWA harmless from any loss or liability incurred by reason of the inaccuracy of any information submitted on his/her behalf.
9. A Member Dentist shall ensure that all services rendered to any Enrolled Person, whether by the Member Dentist, a rendering dentist or any other dentist or licensed provider employed or subcontracted by the Member Dentist shall be performed under the terms of the Member Dentist Agreement and these Member Dentist Rules and Regulations.
10. A Member Dentist can obtain an Enrolled Person's eligibility or benefit information through a variety of methods. For the most current means of receiving an Enrolled Person's eligibility or benefit information, Member Dentists should refer to the DDWA website at [www.DeltaDentalWA.com](http://www.DeltaDentalWA.com), utilize DDWA e-services, or contact a DDWA Customer Service representative.
11. Member Dentist will collect from each Enrolled Person the copayment amounts for covered services described in the written material sent by DDWA identifying the plan benefits. Member Dentist will look solely to the Enrolled Person for copayment amounts payable by an Enrolled Person under the plan. It is also specifically understood and agreed that Member Dentist may perform dental services for Enrolled Persons that are not covered by the plan. If Member Dentist provides any dental service(s) that are not covered under the plan, any charges for such procedures will be the Enrolled Person's responsibility. The Enrolled Person will be required to sign an informed consent acknowledging and accepting "non-covered services".
  - a. Disclaimer. DDWA will not be liable to Member Dentist for payment of compensation for any services rendered to person not identified by DDWA as an Enrolled Person as provided herein. DDWA will institute specific procedures to assist Member Dentist in determining whether a person is an Enrolled Person before services are provided.

### **Article III - Credentialing, Records and Audits, and Insurance**

1. A Dentist applying for membership and Member Dentists are required to provide requested information necessary for credentialing and re-credentialing. Failure to provide requested information may impact membership status and claims payment processing.
2. Member Dentist shall keep accurate and complete patient, diagnostic, treatment, and financial records ("Records") for all Enrolled Persons. Financial records include anything relating to the Member Dentist's usual fees charged to Enrolled Persons, to the out- of-pocket charges levied against an Enrolled Person, and to payments received by the Member Dentist from such Enrolled Persons (or from others on their behalf).
3. Upon request, DDWA shall have access to the Records consistent with Washington State regulations. Access shall be during normal business hours at the Member Dentist's service location. Member Dentist shall make Records available to appropriate state and federal authorities involved in assessing the quality of care or investigating the grievances or complaints of Enrolled Persons.

4. All Records shall be retained for at least ten years from creation. Any Record created for purposes of an audit or complaint from a state or federal agency shall be retained for ten years from completion of any audit or complaint. Any Record created to support an appeal of a termination of the Member Dentist Agreement shall be retained for 10 years from the appeal. All Records retained under the Member Dentist Agreement shall be provided to DDWA upon request at Member Dentist's expense.
5. In the event of termination of a patient/provider relationship, Member Dentist agrees to provide all patient records and diagnostic images for any Enrolled Person to the Enrolled Person's designated provider as soon as is reasonably practical, but no later than 15 working days from the date of the request. If special or unusual circumstances cause a delay in providing the patient records beyond the 15 working days, Member Dentist must inform the patient of the delay in writing, stating the reasons for the delay and specifying a date the records will be provided, which can be no later than 21 working days from the date of the request. If Member Dentist initiated the termination, the cost of record transfer will not be charged to the Enrolled Person, the Enrolled Person's new dentist or DDWA. If the Enrolled Person initiated the termination, a transfer fee of up to \$35 may be charged. If DDWA initiated the termination, DDWA will pay a transfer fee of up to \$35.
6. All obligations for Record retention under this Section 3 shall survive termination of the Member Dentist Agreement.
7. Upon request, Member Dentist shall have access at reasonable times, to the books, records, and papers of DDWA relating to Member Dentist's fees, payments by DDWA to Member Dentist, and Member Dentist's claims for which payment has been denied by DDWA.
8. Member Dentist shall maintain in full force and effect a professional liability policy or policies of insurance with a responsible commercial insurance carrier, naming Member Dentist, each dentist associated with Member Dentist and Member Dentist's employees and agents as insureds, with coverage in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. Upon request, Member Dentist shall provide DDWA with a certificate of insurance or other documentation requested by DDWA as evidence of such insurance coverage. Member Dentist shall immediately notify DDWA of any cancellation, expiration or termination of such insurance coverage. As an alternative to maintaining professional liability insurance, Member Dentist may post a bond in the amount of \$3,000,000 with surety to be approved by DDWA and conditioned as required by DDWA to, among other things, pay any professional liability claim or judgment.
9. Member Dentist shall maintain the standards of professional quality and professional conduct as determined by the Dental Director appointed by DDWA, and will collect and report accurate and complete information and data to DDWA as required by the Dental Director or his or her designee.
10. Member Dentist shall perform all obligations in accordance with the standards of care for the community and the concern for the welfare and needs of the Enrolled Person and in accordance with the "Principles of Ethics of the American Dental Association," the laws of the state of Washington, and these Member Dentist Rules and Regulations.

#### **Article IV - Termination**

1. The Member Dentist Agreement and any supplemental provider agreement shall automatically terminate upon the retirement from active practice or the death of the Member Dentist, where a Member Dentist's license is forfeited, suspended, revoked, surrendered, or not renewed. Termination shall be without a hearing upon receipt by DDWA of notification that the Member Dentist's license has been forfeited, suspended, revoked, surrendered or not renewed.

The Member Dentist Agreement or any supplemental provider agreement may be terminated for cause upon the occurrence of any of the following:

- (a) Violation of any state or federal law, rule, agency determination, official guideline or regulation relating to the practice of dentistry or the payment for dental services.
  - (b) Unprofessional conduct as defined by the laws of the State of Washington or by regulations adopted pursuant to the Washington Administrative Code.
  - (c) Submission to DDWA of a false claim, claims, or false or misleading information for the purpose of obtaining claim reimbursement.
  - (d) Aiding or abetting the submission of a false claim to DDWA.
  - (e) Willful violation of any material obligation of the Member Dentist under a contract entered into with DDWA.
  - (f) Failure of the professional services provided by the Member Dentist to meet the standards of dentistry in the Member Dentist's area.
  - (g) Any practice inconsistent with DDWA Member Dentist Rules and Regulations or with any other agreement between a Member Dentist and DDWA.
  - (h) Overtreatment/unnecessary treatment/overutilization.
  - (i) Undertreatment.
2. When DDWA determines that cause exists to terminate the Member Dentist Agreement or any supplemental provider agreement, the Member Dentist shall be notified in writing by certified mail, fax or any other form of communication agreed upon by the parties. The termination shall be final unless appealed in accordance with Section 8 of the Member Dentist Rules and Regulations concerning Fair Dispute Resolution Process.
  3. DDWA will provide written notification to affected Enrolled Persons within 15 days of the Member Dentist's termination. In addition, the Member Dentist shall advise Enrolled Persons that he or she is no longer a participant in the plan for a period of one year following termination.

#### **Article V - Standards of Conduct**

1. Member Dentist will cooperate with the Contract Compliance, Quality Management and Utilization Review programs.

2. Member Dentist will comply with applicable state and federal requirements regarding the delivery of dental care, including but not limited to applicable state and federal laws and regulations governing confidentiality, privacy and security of health care information, and any applicable Medicare laws, regulations, and Centers for Medicare and Medicaid Services (CMS) instructions for dental services provided to Medicare beneficiaries under any agreement between DDWA and a Medicare Advantage Organization.

#### **Article VI - Changes in Member Dentist Rules and Regulations**

DDWA will give Member Dentists not less than 60 days prior written notice of any changes or amendments to these Member Dentist Rules and Regulations and any other administrative policies and programs that affect Member Dentists' compensation or dental care service delivery unless changes to federal or state law or regulations make such advance notpractical, in which case notice shall be provided as soon as feasible. A Member Dentist may terminate his or her Member Dentist Agreement without penalty upon 60 days prior written notice if the Member Dentist does not agree with the changes or amendments to these Member Dentist Rules and Regulations. No change or amendment will be retroactive without the express consent of the Member Dentist.

#### **Article VII - Provisions Required by the Office of Insurance Commissioner**

1. The following provisions and the language used are required by the Washington Insurance Commissioner (WAC 284-170-421(3)).
  - (a) Member Dentist hereby agrees that in no event, including, but not limited to nonpayment by DDWA, DDWA's insolvency or breach of this contract shall Member Dentists bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against a covered person or person acting on their behalf, other than DDWA, for services provided pursuant to this contract. This provision shall not prohibit collection of deductibles, copayments, co-insurance, and/or non-covered services, which have not otherwise been paid by a primary or secondary carrier in accordance with regulatory standards for coordination of benefits, from covered persons in accordance with the terms of the covered person's dental plan.
  - (b) Member Dentist agrees, in the event of DDWA's insolvency, to continue to provide the services promised in this contract to covered persons of DDWA for the duration of the period for which premiums on behalf of the covered person were paid to DDWA or until the covered person's discharge from inpatient facilities, whichever time is greater.
  - (c) Notwithstanding any other provision of this contract, nothing in this contract shall be construed to modify the rights and benefits contained in the covered person's dental plan.
  - (d) Member Dentists may not bill the covered person for covered services (except for deductibles, copayments or co-insurance) where DDWA denies payments because the provider or facility has failed to comply with the terms of the Member Dentist Agreement.

- (e) Member Dentist further agrees (i) that the above provisions (a), (b), (c) and (d) of this subsection shall survive termination of this contract regardless of the cause giving rise to termination and shall be construed to be for the benefit of DDWA's covered persons, and (ii) that this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Member Dentist and covered persons or persons acting on their behalf.
  - (f) If Member Dentist contracts with other providers or facilities who agree to provide covered services to covered persons of DDWA with the expectation of receiving payment directly or indirectly from DDWA, such providers or facilities must agree to abide by the above provisions (a), (b), (c), (d), and (e) of this subsection.
2. The following provision is required by the Washington Insurance Commissioner (WAC 284-170-421 (4)): Member Dentists are informed that participating providers and facilities collecting or attempting to collect an amount from a covered person knowing that collection to be in violation of the participating provider or facility contract constitutes a Class C felony under RCW 48.80.030(5).

#### **Article VIII - Fair Dispute Resolution**

1. Informal Dispute Resolution.

DDWA shall work with a Member Dentist to informally resolve any disputes that may arise between them. Informal dispute resolution processes may include but are not limited to the Member Dentist meeting with the Dental Director, review of disputes by consulting dentists, and any other informal process upon which both DDWA and the Member Dentist agree. However, if informal processes are not successful in resolving the matter then any controversy, claim or dispute between Member Dentist and DDWA, including any breach or termination of the Member Dentist Agreement or any supplemental provider agreement between DDWA and the Member Dentist, and any appeal of termination of membership in DDWA shall be subject to the procedures in these Member Dentist Rules and Regulations.

2. Member Dentist Appeal From Membership Termination or Provider Agreement Termination.

Provided that a Member Dentist has timely appealed from the termination of membership in DDWA or termination of a supplemental provider agreement, the procedures set out in this Section 8.2 shall apply:

- (a) An appeal shall be timely if it is received by the Dental Director of DDWA within 30 days of receipt of the notice of termination.
- (b) When a Member Dentist has appealed from both termination of membership in DDWA and termination of a supplemental provider agreement, such appeals shall be resolved simultaneously by the Appeal Panel in a single appeal proceeding.



- (c) When timely appealed, termination of membership in DDWA or of a supplemental provider agreement for cause shall not be effective until the Appeal Panel notifies the Member Dentist of its decision under subsection (d)(vi) of this Section 8.2, unless patient health or safety is affected in which case the termination shall be effective immediately and any appeal shall be handled on an expedited basis. If a termination for cause is not appealed, it shall be effective as of the date provided in the Notice of Termination. Termination of a provider agreement without cause in accordance with the terms of the provider agreement shall be effective as of the date provided in the Notice of Termination.
- (d) Within 14 days after timely receipt of a Member Dentist's notice of appeal from a decision to terminate a Member Dentist's membership in DDWA or a supplemental provider agreement, the Chairperson of the Board of Directors shall convene an Appeal Panel to hear the appeal. The panel shall hear the matter as soon as practicable in accordance with the following procedures:
  - (i) The Chairman of the Board shall appoint a panel of three members, which shall include at least two Member Dentists. Members of the Appeal Panel shall be selected from individuals who have received Appeal Panel training in accordance with Section 8.6 of these Member Dentist Rules and Regulations. This Appeal Panel shall review the matter de novo in accordance with any format or guidelines adopted by the Board of Directors. The Chairman of the Board shall designate one of the Appeal Panel members as a Hearing Officer who will rule on all evidentiary matters and act as Chairperson of the Panel.
  - (ii) DDWA shall present evidence supporting the termination of the Member Dentist's membership in DDWA and/or supplemental provider agreement(s).
  - (iii) The Member Dentist shall present evidence on his or her own behalf and in refutation of the termination.
  - (iv) DDWA shall present rebuttal evidence supporting the termination.
  - (v) The burden shall be on the Member Dentist to show by a preponderance of the evidence that the decision by DDWA to terminate the Member Dentist's membership and/or supplemental provider agreement(s) was clearly erroneous or arbitrary and capricious.
  - (vi) The Appeal Panel shall review all the evidence. By a majority vote, it shall make findings for or against a Member Dentist and shall uphold or set aside the termination of the Member Dentist's Membership in DDWA and/or supplemental provider agreement(s). The Member Dentist and the Dental Director of DDWA shall be notified of the decision of the Appeal Panel by certified mail, fax, or any other form of communications agreed upon by the involved parties.

### 3. Other Disputes

- (a) Disputes not involving termination of membership in DDWA or termination of supplemental provider agreement(s) shall be handled according to the procedure set out in this Section 8.3.

- (b) To pursue a dispute under these procedures, a Member Dentist must give the Dental Director of DDWA a written notice of appeal no later than 30 calendar days following the date of DDWA's act or omission on which the dispute is based. The notice of appeal must set forth a clear and concise statement of DDWA's acts and/or omissions on which the Member Dentist bases the dispute, the specific provisions of the Member Dentist Rules and Regulations, Member Dentist Agreement, or supplemental provider agreement that are alleged to have been violated, and a statement of the remedy requested by the Member Dentist.
- (c) Within 10 days after timely receipt of a Member Dentist's notice of appeal, the Chairman of the Board shall appoint an Appeal Panel to hear the dispute. The Appeal Panel shall hear the matter within 14 days of its appointment, unless both DDWA and the Member Dentist agree to a different hearing date in accordance with the following procedures:
  - (i) The Chairman of the Board shall appoint a panel of three members, which shall include at least two Member Dentists. The Appeal Panel shall review the matter de novo in accordance with any format or guidelines adopted by the Board of Directors. Members of the Appeal Panel shall be selected from individuals who have received Panel training in accordance with Section 8.6 of these Member Dentist Rules and Regulations. The Chairman of the Board shall designate one of the members as the Hearing Officer who will rule on all evidentiary matters and act as chairman of the panel.
  - (ii) The Member Dentist shall submit evidence to support his or her claim.
  - (iii) DDWA shall present evidence to support its defense.
  - (iv) The burden shall be on the Member Dentist to substantiate his or her claim by a preponderance of the evidence.
  - (v) The Appeal Panel shall review all the evidence. By a majority vote, it shall make findings for or against the Member Dentist and shall specify the remedy, if any, to be provided.
- (d) Within five days after the decision, the Member Dentist and the Dental Director shall be notified of the action of the Appeal Panel by certified mail, fax, or any other form of communications agreed upon by the involved parties. The entire process from receipt of notification of the dispute from the Member Dentist to receipt by the Member Dentist of notice of the action of the Appeal Panel shall not exceed 30 days unless both DDWA and the Member Dentist agree that additional time is required. If DDWA fails to provide notice of action to the Member Dentist within 30 days, the Member Dentist may proceed as if the dispute had been rejected.

#### 4. Member Dentist Rules and Regulations Applicable to All Appeals

- (a) The Member Dentist may be represented by counsel at the Member Dentist's own expense. The Appeal Panel shall have the power to require the exclusion of any witness, other than a party or other essential person, during the testimony of any other witness. The Appeal Panel shall have the power to determine the propriety of and may prohibit the attendance at the hearing of any person other than the attendance of the Member Dentist and his or her counsel and DDWA and its representatives and counsel.
- (b) DDWA and the Member Dentist may offer only such evidence as is relevant and material to the dispute and shall produce such evidence as the Appeal Panel may deem necessary to gain an understanding and render a determination of the dispute.
- (c) Witnesses for each party shall submit to questions from the Appeal Panel and the adverse party.
- (d) Conformity to legal rules of evidence shall not be necessary. The Hearing Officer shall determine the admissibility, relevance, and materiality of the evidence offered and may exclude evidence deemed by the Hearing Officer to be cumulative or irrelevant or immaterial.
- (e) A court reporter shall be present and shall record the proceedings. The cost of the court reporter shall be evenly divided between the Member Dentist and DDWA. The cost of any transcript prepared shall be paid by the party requesting the transcript.
- (f) The parties are encouraged to exchange information and documents related to the dispute prior to the hearing. At the request of either party or at the discretion of the Hearing Officer, the Hearing Officer may direct the production of documents and other information. Four business days prior to the hearing, the parties shall identify witnesses to be called and exchange copies of all exhibits they intend to submit at the hearing. The Hearing Officer is authorized to resolve any disputes concerning exchange of information or the identification of witnesses.
- (g) The Hearing Officer shall set the date, time and place for the hearing. The parties shall cooperate in scheduling the hearing date and adhering to the established hearing schedule.
- (h) The parties may agree to waive oral hearings in any appeal and submit the appeal in writing to the Appeal Panel.

#### 5. Appeals of Appeal Panel Decisions

The decision of the Appeal Panel shall be final and binding on the Member Dentist involved and on DDWA, unless the Member Dentist or DDWA timely delivers a notice of appeal as set forth below. A decision of an Appeal Panel under either Section 8.2 or Section 8.3 of these Member Dentist Rules and Regulations may be appealed by either the Member Dentist or DDWA through either nonbinding arbitration or by judicial review subject to the following conditions:

- (a) The appealing party must deliver the notice of appeal to the Dental Director and the opposing party within 30 days of the date of the Appeal Panel's decision. Each appeal may be resolved by nonbinding arbitration unless the appellant at the time of delivering the notice of appeal or the other party, not later than 30 days after receipt of the notice of appeal, elects to have the appeal resolved by judicial review.
- (b) Resolution of an appeal of the Appeal Panel's decision by arbitration shall be in accordance with the applicable Commercial Arbitration Rules of the American Arbitration Association as limited by this Section 8.5 and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration must be initiated by the appealing party by filing with the American Arbitration Association a demand for arbitration within 30 days of the date of the Appeal Panel's decision, and stating the grounds for review, the amount involved, if any, and the remedy sought. The arbitration shall be conducted in Seattle, Washington.
- (c) If either party elects to have the appeal of the decision of the Appeal Panel resolved by a court, the party so electing shall file an action with the King County Superior Court within 30 days of the date of the Appeal Panel's decision.

#### 6. Standing Members of Appeal Panel

DDWA shall identify at least six individuals who shall serve as standing members of Appeal Panels. These individuals shall be trained in handling dispute resolution and shall include Member Dentists, consumers and purchasers. Standing members of the Appeal Panel shall be instructed by appropriate counsel so as to be able to conduct a speedy, fair and impartial hearing.