



Delta Dental of Iowa

Dental Wellness Plan and

Children's Dental Medicaid Plan

Uniform Regulations

1. Incorporation by Reference. These Delta Dental of Iowa Dental Wellness Plan and Children’s Dental Medicaid¹ program Uniform Regulations (“Uniform Regulations”) are incorporated by reference into, and made a part of, the Delta Dental Participating Dentist Dental Wellness Plan Agreement (the "Agreement"), as amended, made between Delta Dental of Iowa ("Delta Dental") and Participating Dentist.
2. Terms Defined.
 - a) “Board of Directors” means the Board of Directors of Delta Dental.
 - b) “Dentally Necessary” has the meaning set forth at Section 12 of these Uniform Regulations.
 - c) Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.
3. Acceptance of Covered Enrollees. Participating Dentist shall accept and provide Covered Services to Covered Enrollees upon the terms and conditions provided herein. If an individual was an existing patient of Participating Dentist under a different Delta Dental product prior to becoming, or when such individual became, a Covered Enrollee, Participating Dentist shall continue to provide dental services to such individual notwithstanding such individual’s enrollment in the Dental Wellness Plan or Children’s Dental Medicaid.
4. Prior Authorization. The Office Manual will provide a listing of dental services that require prior authorization from Delta Dental. In the event a Participating Dentist does not obtain prior authorization for a dental service that requires prior authorization, no payment shall be made or required for such dental service.
5. Payment.
 - a) Participating Dentist shall be paid according to the terms of the Agreement, including these Uniform Regulations, the Dental Wellness Plan or Children’s Dental Medicaid Contract, the Fee Schedule and the Office Manual. 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 Dental Wellness Plan Contract or Children’s Dental Medicaid Contract and (ii) Delta Dental’s criteria for payment.
 - b) Notwithstanding the foregoing or anything in the Agreement or any other Incorporated Document 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 whatsoever to the extent Delta Dental does not receive payment therefor from the Iowa Medicaid Enterprise, if the Participating Dentist is included on the List of Excluded Individuals/Entities maintained by the United States Office of Inspector General, or any other similar list of excluded individual/entities maintained by any regulatory entity.
 - c) Enrollee for or with respect to any Covered Services. Without limiting the generality of the foregoing, Covered Enrollee shall under no circumstances whatsoever, including, without limitation, the insolvency of Delta Dental or the lack of adequate funding from the Iowa Medicaid Enterprise, be liable for Participating Dentist collect, or attempt to collect, from a Covered Enrollee any money owed to Participating Dentist by Delta Dental.

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.

- d) Without limiting Participating Dentist's obligations under Section 12 of these Uniform Regulations, Participating Dentist shall inform Covered Enrollees of all available treatment options and associated financial responsibilities.
- e) Participating Dentist shall not charge greater fees for Covered Services provided to Covered Enrollee than Participating Dentist charges for Participating Dentist's other patients. All Covered Services shall be provided to Covered Enrollees with the same quality and accessibility in terms of timeliness, duration and scope as provided to Participating Dentist's other patients.
- f) 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 the Covered Services and Participating Dentist's compliance with the terms and conditions of the Agreement 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 Enrollees any consents and authorizations necessary in order to provide such records and information to Delta Dental. Participating Dentist's obligations under this Section shall apply during the term of the Agreement and for a period of not less than seven (7) years from the date of service, or in the case of a minor patient or client, for a period consistent with that established by Iowa Code Section 614.1(9), whichever is greater. Participating Dentist and Delta Dental agree that the electronic signatures of the parties on a writing are intended to authenticate the writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

7. Claims Filing. Participating Dentist shall file, at no charge, cost or expense to Delta Dental or the Covered Enrollee, claims for all completed Covered Services furnished to Covered Enrollees. Claims shall be submitted electronically and in accordance with the billing instructions of Delta Dental as communicated to Participating Dentist from time to time.
- a) Claim forms must be signed or submitted by the Participating Dentist. A Participating Dentist may not sign or submit a claim form on behalf of any other dentist, including, without limitation, any non-participating dentist.
 - b) Claims submitted to Delta Dental more than three hundred and sixty-five (365) days after the date the dental services were rendered will be not billable to the member absent a showing of exceptional circumstances by Participating Dentist. Exceptional circumstances will be determined by Delta Dental in its sole discretion on a case-by-case basis, but exceptional circumstances may include, without limitation, claims that include coordination of benefits or

require information from a third-party outside of the Participating Dentist's control. In all events, claims must be completed and finalized within 365 days after the date the dental services were rendered, or they will not be billable to the member.

8. In-Office Records Verification. Delta Dental and its representatives may make periodic examinations of a Participating Dentist's office and records (including, without limitation, the records required to be maintained under Section 6 of these Uniform Regulations) during regular office hours to determine Participating Dentist's compliance with the Agreement. Without limiting the generality of the foregoing, Delta Dental may request, and Participating Dentist shall provide at no cost to Delta Dental, data regarding fees charged to other patients. Participating Dentist understands and agrees that governmental agencies with regulatory authority over the Dental Wellness Plan and Children's Dental Medicaid shall also have access to Participating Dentist's office and records as required or permitted under applicable law.
9. Recoupment. In the event Delta Dental makes payments to a Participating Dentist and the payments are later determined by Delta Dental to have been made in error for any reason, including, without limitation, because the payments were for dental services that were not Covered Services because they were not Dentally Necessary, or because of Participating Dentist's error, Delta Dental's error, overpayment by Delta Dental or Medicaid, or a patient's ineligibility for coverage, Delta Dental may deduct from future payments due Participating Dentist amounts equal to the amount of the incorrect or unearned payments. Nothing in this Section 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 governing the Dental Wellness Plan and Children's Dental Medicaid Coordination of Benefits.
10. Coordination of Benefits. Benefits shall be coordinated with any other coverage the Covered Enrollee may have available to pay Covered Services. If a Covered Enrollee is enrolled with other health or dental benefit coverage, the other benefit plan shall be the primary payor and the Dental Wellness Plan product shall be the payor of last resort. Participating Dentist shall cooperate, to the extent permitted by law, with Delta Dental's coordination of benefits and subrogation efforts, providing to Delta Dental such information as Participating Dentist may obtain regarding other payors. Participating Dentist shall ask prior to the performance of a Covered Service for a Covered Enrollee whether Covered Enrollee has private insurance.
11. Confidentiality; Product Data. All dental records containing specific patient information disclosed to Delta Dental shall be considered confidential to the extent required by applicable 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 Dentist 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 regulations.

To the extent Delta Dental develops or collects information related to its products, including, without limitation, any claims, cost, utilization, outcomes, quality and financial performance information (collectively, "Product Data"), Delta Dental shall be the sole and exclusive owner of all such Product Data, including, without limitation, any Product Data that relates to dental services provided by Participating Dentist to a Covered Enrollee (collectively, such Product Data is referred to as "Dentist

Specific Product Data”). Participating Dentist shall keep all Product Data confidential and shall only use Product Data for the purpose of carrying out Participating Dentist’s obligations hereunder. Upon termination of this Agreement, Participating Dentist shall return to Delta Dental all Product Data that is not Dentist Specific Product Data. To the extent permitted by law, Delta Dental reserves the right to use and disclose, in its discretion, Product Data and information derived from Product Data. Such information may explicitly or implicitly identify Participating Dentist and include, but not be limited to, actual or projected payment levels made to Participating Dentist.

12. Dentally Necessary. In addition to the further terms and conditions of the Agreement, including the Incorporated Documents, Participating Dentist shall furnish and will receive payment only for dental services that are Dentally Necessary. Delta Dental shall not be responsible to pay for dental services that are not Dentally Necessary. Prior to providing a Covered Enrollee with dental services that are not Dentally Necessary, a Participating Dentist shall inform the Covered Enrollee of Delta Dental’s payment policies and obtain a written acknowledgement from the Covered Enrollee that he/she has been informed that the dental services may not be paid by a third party. In the event a payment is made to Participating Dentist by Delta Dental for dental services that are later determined not to be Dentally Necessary, Delta Dental (or the applicable regulatory agency) may recoup payment pursuant to Section 9 above.

A procedure, service or supply shall be considered “Dentally Necessary” if and only if Delta Dental determines that each of the following statements is true with respect to such procedure, service or supply:

- The diagnosis is proper;
- The treatment is necessary to preserve or restore the basic form and the function of the teeth and the health of the gums, bone and other tissues, which support the teeth;
- It is the most appropriate procedure, service or supply for the Covered Enrollee’s individual circumstances; and
- It is consistent with and meets professionally recognized standards of dental care and complies with criteria adopted by Delta Dental.

Participating Dentist acknowledges that payments for alternate dental services in lieu of payments for services submitted as a claim may be made to Participating Dentist if such alternate dental services are equally effective for the treatment or maintenance of the teeth and their supporting structures.

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

13. Availability of Services. Emergency services must be available 24 hours per day, 7 days per week for covered Dental Wellness Plan and Children’s Dental Medicaid members. When Participating

Dentist's office is not open, there must be information publicly available to such members on where to seek such services (i.e., answering machine informing members that the office is closed, and they may seek emergency care at another named provider's office or named urgent care or emergency department).

14. Credentialing; Quality Assurance. Participating Dentist shall furnish Delta Dental all credentialing information requested by Delta Dental, including professional application and profile information, to assist Delta Dental in its evaluation of Participating Dentist's dental practice. In addition to such other information as Delta Dental may request from time to time, Participating Dentist shall provide the following credentialing documents and information: (i) an accurate and complete Professional Application and Credentialing Form at least every four (4) years; (ii) an active state-issued dental license; (iii) evidence of 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; (v) disclosure of any licensing board actions, malpractice claims and other adverse personal matters (including any criminal charges); and (vi) compliance with Occupational Safety and Health Administration requirements and Centers for Disease Control recommended infection control guidelines. Participating Dentist shall notify Delta Dental immediately of any changes to this credentialing information or the occurrence of any matter requiring disclosure. All of Participating Dentist's rights and Delta Dental's obligations under the Agreement, including 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 and non-exclusion status on the HHS-OIG report, or any other exclusion list maintained by any regulatory entity, and the non-occurrence of any event requiring disclosure. So long as Participating Dentist has been and is currently credentialed with Delta Dental his or her name will be included in all directories for the Dental Wellness Plan product. The information furnished by the Participating Dentist relating to or in connection with the Agreement shall remain true, correct and complete with no material omissions at all times during the term of the Agreement. The Agreement has been authorized by all necessary action on behalf of Participating Dentist, is duly executed and delivered, and constitutes a legal and binding obligation of Participating Dentist.

15. Discrimination. Participating Dentist 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, physical or mental disability, political belief, sexual orientation or health status. In addition, Participating Dentist may not discriminate based on payment policies of Delta Dental or against Covered Enrollees who are participants in a publicly financed program, including the Dental Wellness Plan and Children's Dental Medicaid. Participating Dentist also shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

16. Compliance with Laws; ADA and IDB Principles and Ethics. Participating Dentist shall conduct Participating Dentist's practice in accordance with the principles and ethics of the American Dental Association and the Iowa Dental Board. Participating Dentist 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, and the regulations promulgated thereunder.
17. Communications. 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 that may have an adverse effect on Delta Dental. Participating Dentist shall not 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.
18. Safety and Hygiene. Participating Dentist 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 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.
19. Insurance. Participating Dentist shall maintain, at Participating Dentist's expense, professional liability insurance coverage in an amount of not less than \$200,000 per claim and \$500,000 aggregate. If Participating Dentist practices oral surgery, such professional liability insurance coverage shall be in an amount of not less than \$1,000,000 per claim and \$3,000,000 aggregate. The insurance required by this paragraph shall include coverage for any claims related to Covered Services which may arise in connection with Participating Provider's obligations under this Agreement. Participating Dentist shall promptly notify Delta Dental whenever Participating Dentist learns that a Covered Enrollee has filed a claim or notice of intent to commence a claim against Participating Provider in connection with Covered Services. Upon request, Participating Dentist shall provide full details to Delta Dental, to the extent of Participating Dentist's knowledge, regarding the nature, circumstances and disposition of such claims.
20. Changes in Participating Status. Delta Dental may notify Covered Enrollees when the Agreement is terminated. Participating Dentist must promptly notify Covered Enrollees who have been patients of Participating Dentist in the event the Agreement is terminated prior to additional services being rendered. A copy of any form of written communication from Delta Dental to a Covered Enrollee regarding a termination of the Agreement will be provided to Participating Dentist. Similarly, a copy of any written communication from Participating Dentist to a Covered Enrollee regarding a termination of the Agreement shall be provided to Delta Dental.
21. Suspension. Delta Dental may immediately suspend or limit Participating Dentist's participation under the Dental Wellness Plan and/or Children's Dental Medicaid Contract where the failure to take such immediate action could, in Delta Dental's judgment, result in imminent danger to the health of any Covered Enrollee.

22. Termination of Participating Dentist's Agreement for Cause by Delta Dental. Without limiting Delta Dental's right to terminate the Agreement without cause as provided in the Agreement, Delta Dental may also terminate the Agreement if: (i) the Participating Dentist breaches or violates any of the provisions of the Agreement or these Uniform Regulations; (ii), Participating Dentist's license to practice dentistry issued by the Iowa Dental Board is suspended or terminated, or other sanctions are issued by the Iowa Dental Board; (iii) Participating Dentist's lack of adherence to published national clinical dental standards; or (iv) Participating Dentist's conduct is determined by Delta Dental, in Delta Dental's sole discretion, to be unprofessional and/or such conduct could be detrimental to Delta Dental, its contract holders, or Covered Persons.

Any such termination shall be effective on the date designated by Delta Dental in a notice of termination (the "Notice of Termination") provided to Participating Dentist (which may be immediate). 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 as provided in Section 23 of these Uniform Regulations.

23. Termination of Participating Dentist for Cause – Appeal Process.

- a) **Provider Appeals Committee.** The Chair of the Board of Directors (the "Chair") with the approval of the Board of Directors 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 whom 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 and request for a hearing ("Notice of Appeal") by certified mail, return receipt requested to the Chief Executive Officer at Delta Dental's address for notices. A Notice of Appeal must be received by Delta Dental within thirty (30) days after 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 deliver the Notice of Appeal within the thirty (30)-day period noted above shall constitute a waiver of the Participating Dentist's right to the hearing and subsequent review and appeal.
- c) **Appeal May Stay Termination.** Upon timely receipt of a written Notice of Appeal, the Chief Executive Officer may, but is not required to, stay the termination of the 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 after 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 shall not be more than thirty (30) days after such notice is received by the Participating Dentist. The Panel shall conduct an oral hearing on the Notice of Appeal at the offices of Delta Dental.
- f) Conduct of Hearing. A hearing conducted by the Panel shall be presided over by the Panel Chair. The hearing will be reported by a Certified Shorthand Reporter (CSR) authorized to administer oaths within the State of Iowa. The CSR 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 after 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 after 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 after 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 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 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 23(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 and shall be conclusive, final and non-appealable if made in good faith. 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 of the Board of Directors, as provided in the Bylaws of Delta Dental, shall be required for the Board of Directors to conduct the hearing.
- m) Conference Telephone Meetings. Attendance at the hearing may be by means of conference telephone or similar communications equipment through which all persons participating in the hearing can hear each other. Participation in the hearing pursuant to this provision shall constitute presence in person at such hearing.
- n) Continuance. The Provider Appeals Committee Panel and the Board of Directors may grant a continuance on any appeal.
- o) Legal Action. The Participating Dentist waives any and all legal action that the Participating Dentist may have against the Provider Appeals Committee, the Panel, the Board of Directors, and Delta Dental, its officers, agents and employees, arising out of or in the conduct of appeals pursuant to this Section 23.

24. Survival. The requirements contained in the Agreement and these Uniform Regulations that contemplate continued obligations of one or both of the parties, including but not limited to, Sections 6, 8, 9, 11, 17, and 22-24 of these Uniform Regulations shall survive any termination of the Agreement.

Form – DWP/Children's Medicaid
Effective: 1.01.2021