

Ameritas Life Insurance Corp.

New Jersey Grievance Procedure and Dispute Resolution

Grievance Procedure

1. Dentist shall cooperate with Covered Persons and Ameritas in resolving any Covered Persons' grievances in order to resolve disputed incorrect or incomplete records or information. Dentist shall provide Ameritas and the Department of Banking and Insurance, if requested, with access to Covered Persons patient records for the purposes of quality oversight and grievance resolution. Dentist and Ameritas agree to adjust any such payments and adjustments which have been calculated by relying on any such incorrect or incomplete records or information so disputed; provided, however, that nothing herein shall be deemed to authorize or require the disclosure of personally identifiable patient information or information related to other individual health care providers or the plan's proprietary data collection systems, soft ware or quality assurance or utilization review methodologies.

2. Ameritas has an internal appeals mechanism to resolve disputes with Dentist relating to payment of claims including those subject to utilization management. This review shall be conducted by employees of Ameritas who shall be personnel other than those responsible for claims payment on a day-to-day basis and shall be provided at no cost to Dentist. To request an appeal, the Dentist shall send a written request to:

Ameritas Life Insurance Corp.
Attn: Quality Control
P.O. Box 82657
Lincoln, NE 68501-2657

Dentist may initiate an appeal on or before the 90th calendar day following receipt by Dentist of Ameritas' claims determination, which is the basis of the appeal, on a form prescribed by the New Jersey Commissioner of Banking and Insurance which shall describe the type of substantiating documentation that must be submitted with the form. Ameritas will conduct a review of the appeal and notify Dentist of its determination on or before the 30th calendar day following the receipt of the appeal form. If Dentist is not notified of Ameritas' determination of the appeal within 30 days, Dentist may refer the dispute to arbitration as provided below.

If Ameritas issues a determination in favor of Dentist, Ameritas will pay the amount of money in dispute, if applicable, with accrued interest at the rate of 12% per annum, on or before the 30th calendar day following the notification of Ameritas' determination on the appeal. Interest shall begin to accrue on the day the appeal was received by Ameritas.

If Ameritas issues a determination against Dentist, Ameritas will notify Dentist of its findings on or before the 30th calendar day following the receipt of the appeal form and will include in the notification written instructions for referring the dispute to arbitration.

Any dispute regarding the determination of an internal appeal may be referred to arbitration with an organization that has contracted with the New Jersey Commissioner of Banking and Insurance to provide this service.

3. Ameritas will review and respond to all other complaints brought to Ameritas by Dentist in a timely fashion. The issues surrounding the complaint will be presented to the Ameritas Quality Management Program Committee for integration within the quality assurance program, as necessary.

Dispute Resolution

Any party may initiate an arbitration proceeding on or before the 90th calendar day following the receipt of the determination which is the basis of the appeal, on a form prescribed by the New Jersey Commissioner of Banking and Insurance. No dispute shall be accepted for arbitration unless the payment amount in dispute is \$1,000 or more, except that Dentist may aggregate his own disputed claim amounts for the purposes of meeting this threshold.

The arbitrator shall conduct the arbitration proceedings pursuant to the rules of the arbitration entity, including rules of discovery subject to confidentiality requirements established by State or federal law.

An arbitrator's determination shall be:

- (i) signed by the arbitrator;
- (ii) issued in writing, in a form prescribed by the Commissioner of Banking and Insurance, including a statement of the issues in dispute and the findings and conclusions on which the determination is based; and
- (iii) issued on or before the 30th calendar day following the receipt of the required documentation.

The arbitration shall be nonappealable and binding on all parties to the dispute. Medical necessity appeals are not subject to arbitration pursuant to this section.

All expenses associated with obtaining and utilizing the services of the arbitrator(s) shall be shared equally by the parties hereto, and the arbitrator(s) shall request payment separately from each party for these expenses. Each party shall bear its own expenses of preparing for and participating in the arbitration, including without limitation attorney and witness fees. The decision or award of the arbitrator shall be final, binding, and enforceable in any court of competent jurisdiction. This subsection shall survive the termination of the Agreement