

## PROVIDER APPLICATION

Please complete **ALL** blanks. If not applicable, please put "N/A." Any changes must be lined through, initialed and dated.  
DO NOT USE WHITEOUT. Incomplete applications will delay processing.

Provider Name: \_\_\_\_\_

NPI# \_\_\_\_\_

### PLAN ELECTION SECTION:

The dental plan options are listed below. Please choose the plan(s) in which you are interested in participating  
(Your application may be delayed if all boxes that apply are not checked off):

#### **FCL DENTAL / PDP**

**(Any State Licensed To Do Business In)**

FCL PDP (Provider Dental Plans)

#### **FCL DENTAL (Texas Only)**

- OraQuest Dental Plan - Dental HMO  
 Kelsey Care Advantage (Medicare Advantage)  
 Texas Children's Health Plan CAP Plan (Adult Medicaid)  
 Community Health Choice CAP Plan (Adult Medicaid)  
 Community Health Choice (DSNP)

#### **FCL DENTAL / DENTAL SOURCE**

**(Kansas and Missouri Only)**

- Dental Source - Dental HMO Plan E  
 Dental Source - Dental HMO Plan H  
 Free Access Plan (FAP)  
 Safeguard

#### **FCL DENTAL / DENTAL SOLUTIONS PLUS**

**(Tennessee and Mississippi Only)**

- Dental Solutions Plus Discount Plan

#### **DINA / GUARANTY ASSURANCE (Louisiana Only)**

- DINA PPO  
 DINA Pre-Paid  
 Ochsner Health Plan (Medicare Advantage)

#### **MEDICARE / MEDICAID PLANS**

**(Any State Licensed To Do Business In)**

- Medicare Plans  
 Medicaid Plans (CAP Plan)

#### **OPT OUT OF ZELIS / THIRD PARTY COMPANIES**

- Yes  
 No

Fill out the application materials to join our networks and return them to us. Be sure to include copies of appropriate licenses and certifications as indicated on the application. Additional documentation may be sent to and/or requested from you.

Your application materials will be reviewed and, if you are accepted as a participating dentist, you will receive notification from us welcoming you into our network.

We look forward to your participation. If you have any questions about which plans are in your state or need additional forms, please call the Dentist Provider line at **1-877-493-6282** from 8 a.m. – 5 p.m. ET, Monday – Friday or email us at [pr@fcl dental.com](mailto:pr@fcl dental.com).

### ITEMS REQUIRED FOR PROVIDER APPLICATION TO BE CONSIDERED:

- Signed Dental Provider Agreement(s)
  - Completed Provider Application with Work History (CV or Resume are acceptable)
  - Legible Copy of Dental License (for all states in which you are licensed)
  - Copy of Dental School Diploma
  - Copy of Board Certifications and Hospital Privileges Letters (if applicable)
  - Legible Copy of Professional Liability Insurance Declaration Page (with Expiration Date)
  - Legible Copy of DEA Controlled Substance Certificate
  - Legible Copy of State Controlled Substance Certificate (if applicable in your state)
- If you do not have a narcotics license please include a signed statement indicating the name of the credentialed provider that will be available to write any necessary narcotic prescriptions.**
- Copy of Radiation Certificate or Inspection Letter for **Texas Providers ONLY**
  - W-9 Form
  - Copy of CPR certificate

# PROVIDER APPLICATION

Please complete ALL blanks. If not applicable, please put "N/A." Any changes must be lined through, initialed and dated. DO NOT USE WHITEOUT. Incomplete applications will delay processing.

**(STATE STANDARDIZED APPLICATION CAN BE SUBSTITUTED)**

- New Applicant (Includes Adding a New Associate)
- Recredentialing

## PROVIDER INFORMATION

DDS  DMD  \_\_\_\_\_

Male  Female

\_\_\_\_\_  
Last Name                      First Name                      Middle                      Date of Birth

\_\_\_\_\_  
Social Security Number                      NPI (Individual)                      Medicaid Number                      Attested with TMHP?  Yes  No

**Specialty/Type of Practice:**  General Dentist  Endodontist  Periodontist  Prosthodontist  Pedodontist  Oral Surgeon  Orthodontist

**Secondary Specialties:**  Endodontist  Periodontist  Prosthodontist  Pedodontist  Oral Surgeon  Orthodontist

## HOSPITAL AFFILIATIONS (INCLUDE ADDITIONAL PAGE IF NECESSARY)

Do you have hospital privileges?  Yes  No

\_\_\_\_\_  
Hospital at which you have admitting privileges                      City                      State                      Restrictions  Yes  No  N/A

\_\_\_\_\_  
Hospital at which you have admitting privileges                      City                      State                      Restrictions  Yes  No  N/A

## PROFESSIONAL TRAINING, EDUCATION

\_\_\_\_\_  
Name of Dental School

\_\_\_\_\_  
City                      State                      Country                      Degree                      Month/Year Graduated

## IF FOREIGN GRADUATE, PLEASE LIST USA/ADA ACCREDITATION SCHOOL

\_\_\_\_\_  
Name of Dental School

\_\_\_\_\_  
City                      State                      Country                      Degree                      Month/Year Graduated

## RESIDENCY TRAINING

\_\_\_\_\_  
Institution Name

\_\_\_\_\_  
City                      State                      Country                      Residency Program Name                      Month/Year Graduated

\_\_\_\_\_  
Institution Name

\_\_\_\_\_  
City                      State                      Country                      Residency Program Name                      Month/Year Graduated

## BOARD CERTIFICATION (IF APPLICABLE) (SPECIALIST ONLY)-ADA RECOGNIZED DENTAL SPECIALTY CERTIFYING BOARDS

Board Certified? (Specialist Only)  Yes  No \_\_\_\_\_  
Board Specialty                      Date Certified                      Date Recertified                      Status/Expiration Date



# PROVIDER APPLICATION

Please complete **ALL** blanks. If not applicable, please put "N/A." Any changes must be lined through, initialed and dated.  
DO NOT USE WHITEOUT. Incomplete applications will delay processing.

**LICENSING AND PROFESSIONAL INFORMATION (PLEASE INCLUDE ALL LICENSE(S) AND CERTIFICATES IN ALL STATES WHERE YOU ARE CURRENTLY OR HAVE PREVIOUSLY BEEN LICENSED). INCLUDE ADDITIONAL PAGE IF NECESSARY.**

Professional License Number \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Are you currently or **have you been previously** licensed in any additional states?  Yes  No

Additional Professional License Number \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_ Additional Professional License Number \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Additional Professional License Number \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_ Additional Professional License Number \_\_\_\_\_ State \_\_\_\_\_ Expiration Date \_\_\_\_\_

Federal DEA Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ State Controlled Substance (if applicable) \_\_\_\_\_ Expiration Date \_\_\_\_\_

Professional Liability Carrier \_\_\_\_\_ Policy Number \_\_\_\_\_ Expiration Date \_\_\_\_\_ \$ Per Occurrence \_\_\_\_\_ \$ Per Aggregate \_\_\_\_\_

Do you perform any procedures in the office setting using conscious sedation or any anesthesia (other than oral analgesic)?  Yes  No

**WORK HISTORY**

Chronologically list ALL previous and present work history related to dental practice within the past 5 years in **Month/Year format**. Please explain **ANY employment gaps longer than 6 months**. Please include the month, year, and locations. (Optional: Attach CV or Resume)

Current Practice Name/Address: \_\_\_\_\_

Start Date (MM/YYYY): \_\_\_\_\_ End Date (MM/YYYY): \_\_\_\_\_

Practice Name/Address: \_\_\_\_\_

Start Date (MM/YYYY): \_\_\_\_\_ End Date (MM/YYYY): \_\_\_\_\_

Practice Name/Address: \_\_\_\_\_

Start Date (MM/YYYY): \_\_\_\_\_ End Date (MM/YYYY): \_\_\_\_\_

Practice Name/Address: \_\_\_\_\_

Start Date (MM/YYYY): \_\_\_\_\_ End Date (MM/YYYY): \_\_\_\_\_

Practice Name/Address: \_\_\_\_\_

Start Date (MM/YYYY): \_\_\_\_\_ End Date (MM/YYYY): \_\_\_\_\_

**WORK HISTORY GAPS**

Please explain ANY Employment gaps longer than 6 months.

Start Date (MM/YYYY): \_\_\_\_\_ End Date (MM/YYYY): \_\_\_\_\_ Explanation: \_\_\_\_\_

Start Date (MM/YYYY): \_\_\_\_\_ End Date (MM/YYYY): \_\_\_\_\_ Explanation: \_\_\_\_\_



# PROVIDER APPLICATION

Please complete **ALL** blanks. If not applicable, please put "N/A." Any changes must be lined through, initialed and dated.  
DO NOT USE WHITEOUT. Incomplete applications will delay processing.

**OFFICE INFORMATION (LIST ADDITIONAL OFFICES ON PAGE 5 OF 5)**

Name of Practice \_\_\_\_\_  Solo  Partnership  Corporation  Other \_\_\_\_\_

Treating Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code + 4 \_\_\_\_\_ County \_\_\_\_\_

Office Phone \_\_\_\_\_ Office Fax \_\_\_\_\_ Email \_\_\_\_\_ **Credentialing Contact** \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

Organizational NPI \_\_\_\_\_ Listed Organization Name (if Different from Name of Practice) \_\_\_\_\_

Billing/Mailing Address (if different from Treating Location) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Correspondence Address (Credentialing/Re-credentialing Documents) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Corporation Name/Billing Entity (Exactly as Listed with IRS) \_\_\_\_\_  SSN  EIN/TIN  
SSN/TIN (For Billing Purposes) \_\_\_\_\_

Office Hours Mon \_\_\_\_\_ Tues \_\_\_\_\_ Wed \_\_\_\_\_ Thurs \_\_\_\_\_ Fri \_\_\_\_\_ Sat \_\_\_\_\_ Sun \_\_\_\_\_

Are you accepting new patients?  Yes  No Is your office open after normal business hours (Monday through Friday, 9 am – 5 pm)?  Yes  No

After Hours/Emergency Coverage:  Answering Machine  Answering Service  Pager  Coverage by another office  None

Emergency Telephone \_\_\_\_\_ Accommodations are adequate for disabled patients (Meets ADA Standards)?  Yes  No

Patient Age Limits Minimum Age \_\_\_\_\_ Maximum Age \_\_\_\_\_ Claims Submitted Electronically  Yes  No

Languages Spoken (Staff)  English  Spanish  Other \_\_\_\_\_ Languages Spoken (Dentist)  English  Spanish  Other \_\_\_\_\_

**COMPLETE SECTION ONLY IF PROVIDER TREATS CHILDREN**

**Please indicate if you have experience in treating the following:**

Children with Sexual Abuse: <input type="checkbox"/> Yes <input type="checkbox"/> No	Children with Development Disabilities: <input type="checkbox"/> Yes <input type="checkbox"/> No
Children with Physical Abuse: <input type="checkbox"/> Yes <input type="checkbox"/> No	Children with Post-Traumatic Stress Disorders: <input type="checkbox"/> Yes <input type="checkbox"/> No

**ITEMS REQUIRED FOR PROVIDER APPLICATION TO BE CONSIDERED-**

- Signed Dental Provider Agreement(s)
- Completed Provider Application with Work History (CV or Resume are Acceptable)
- W-9 Form
- Legible Copy of Dental License (for all states in which you are licensed)
- Legible Copy of Professional Liability Insurance Declaration Page (with Expiration Date)
- Legible Copy of DEA Controlled Substance Certificate
- Legible Copy of State Controlled Substance Certificate (If applicable in your state)
- If you do not have a narcotics license please include a signed statement indicating the name of the credentialed provider that will be available to write any necessary narcotic prescriptions.**
- Copy of Radiation Certificate or Inspection Letter

# PROVIDER APPLICATION

Please complete **ALL** blanks. If not applicable, please put "N/A." Any changes must be lined through, initialed and dated.  
DO NOT USE WHITEOUT. Incomplete applications will delay processing.

## PROFESSIONAL QUESTIONS AND ATTESTATION

**\*\*\* PLEASE PROVIDE AN EXPLANATION FOR ANY QUESTION ANSWERED YES\*\*\***

1. Do you have any medical condition or use any chemical substance that would impair or limit your ability to practice dentistry with reasonable skill and safety?  Yes  No
2. Are you or have you engaged in the unlawful use of drugs, including the improper use of prescription drugs?  Yes  No
3. Has your license to practice ever been denied, limited, suspended, subjected to disciplinary action, placed on probation, revoked, voluntarily relinquished, or not renewed?  Yes  No
4. Has your status as a provider ever been denied, suspended, disciplined, canceled, sanctioned by, or are you currently under investigation, by any municipal, state, federal or any other governmental agency as well as, HMO, PPO or other prepaid health plan? (e.g. Medicare, Medicaid).  Yes  No
5. Has your professional liability insurance ever been denied, suspended, revoked, canceled, or not renewed?  Yes  No
6. Has your DEA or State Drug Certificate ever been denied, suspended, revoked, voluntarily relinquished or subjected to any disciplinary action?  Yes  No
7. Are your privileges at any hospital currently under investigation or have they ever been denied, suspended, reduced, disciplined, voluntarily relinquished or not renewed?  Yes  No
8. Do you have any felony or misdemeanor charges pending against you, or have you ever been convicted or pleaded "nolo contendere" to a felony?  Yes  No
9. Have you had any malpractice actions within the past ten (10) years (pending, settled, arbitrated, mediated or litigated)?  Yes  No

## CERTIFICATION SECTION

I authorize First Continental Life & Accident Insurance Company (FCL Dental), its affiliates and agents to consult with professional liability carriers, and other persons or entities to obtain information concerning my professional qualifications, including competence, ethics and other qualifications. I agree that FCL Dental and all of its companies and agents acting in good faith pursuant to this release shall not be liable for any action or omission related to the evaluation or verification of information provided in or in connection with this document. I, the undersigned hereby certify that the information requested by FCL Dental, is truthful, correct and complete in all respects, and I further understand that the intentional submission of false or misleading information or the withholding of relevant information is grounds for termination as a participating provider with FCL Dental. The undersigned hereby agrees to notify FCL Dental of any changes in the above information.

\_\_\_\_\_  
Printed Name of Provider

\_\_\_\_\_  
Provider's Handwritten Signature  
(No signature stamps)

\_\_\_\_\_  
Date Signed

# PROVIDER APPLICATION

Please complete **ALL** blanks. If not applicable, please put "N/A." Any changes must be lined through, initialed and dated. DO NOT USE WHITEOUT. Incomplete applications will delay processing.

**ADDITIONAL OFFICE INFORMATION (IF APPLICABLE)**

Treating Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code + 4 \_\_\_\_\_ County \_\_\_\_\_

Office Phone \_\_\_\_\_ Office Fax \_\_\_\_\_ Email \_\_\_\_\_ **Credentialing Contact** \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

Office Name \_\_\_\_\_ Organizational NPI \_\_\_\_\_

Billing/Mailing Address (if different from Treating Location) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Corporation Name/Billing Entity (Exactly as Listed with IRS) \_\_\_\_\_ SSN/TIN (For Billing Purposes) \_\_\_\_\_  SSN  EIN/TIN

Correspondence Address (Credentialing/Re-credentialing Documents) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Office Hours Mon \_\_\_\_\_ Tues \_\_\_\_\_ Wed \_\_\_\_\_ Thurs \_\_\_\_\_ Fri \_\_\_\_\_ Sat \_\_\_\_\_ Sun \_\_\_\_\_

Are you accepting new patients?  Yes  No Is your office open after normal business hours (Monday through Friday, 9 am – 5 pm)?  Yes  No

After Hours/Emergency Coverage:  Answering Machine  Answering Service  Pager  Coverage by another office  None

Emergency Telephone \_\_\_\_\_ Accommodations are adequate for disabled patients (Meets ADA Standards)?  Yes  No

Patient Age Limits Minimum Age \_\_\_\_\_ Maximum Age \_\_\_\_\_ Claims Submitted Electronically  Yes  No

Languages Spoken (Staff)  English  Spanish  Other \_\_\_\_\_ Languages Spoken (Dentist)  English  Spanish  Other \_\_\_\_\_

**ADDITIONAL OFFICE INFORMATION (IF APPLICABLE)**

Treating Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code + 4 \_\_\_\_\_ County \_\_\_\_\_

Office Phone \_\_\_\_\_ Office Fax \_\_\_\_\_ Email \_\_\_\_\_ **Credentialing Contact** \_\_\_\_\_ Title \_\_\_\_\_ Phone \_\_\_\_\_

Office Name \_\_\_\_\_ Organizational NPI \_\_\_\_\_

Billing/Mailing Address (if different from Treating Location) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Corporation Name/Billing Entity (Exactly as Listed with IRS) \_\_\_\_\_ SSN/TIN (For Billing Purposes) \_\_\_\_\_  SSN  EIN/TIN

Correspondence Address (Credentialing/Re-credentialing Documents) \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_

Office Hours Mon \_\_\_\_\_ Tues \_\_\_\_\_ Wed \_\_\_\_\_ Thurs \_\_\_\_\_ Fri \_\_\_\_\_ Sat \_\_\_\_\_ Sun \_\_\_\_\_

Are you accepting new patients?  Yes  No Is your office open after normal business hours (Monday through Friday, 9 am – 5 pm)?  Yes  No

After Hours/Emergency Coverage:  Answering Machine  Answering Service  Pager  Coverage by another office  None

Emergency Telephone \_\_\_\_\_ Accommodations are adequate for disabled patients (Meets ADA Standards)?  Yes  No

Patient Age Limits Minimum Age \_\_\_\_\_ Maximum Age \_\_\_\_\_ Claims Submitted Electronically  Yes  No

Languages Spoken (Staff)  English  Spanish  Other \_\_\_\_\_ Languages Spoken (Dentist)  English  Spanish  Other \_\_\_\_\_

**For each location added, please attach Radiation Certificate/X-Ray Inspection Letter (if applicable) and Corresponding W-9**





## DENTAL PROVIDER AGREEMENT

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the two parties ("Parties") First Continental Life and Accident Insurance Company (FCL DENTAL) a Texas life, health, and accident insurance Company, and \_\_\_\_\_ ("Dentist").

### WITNESSETH:

WHEREAS FCL DENTAL has organized a life, health, and accident insurance company under the laws of the State of Texas and desires to make contractual arrangements for its Members (hereinafter defined) under which Dentist (hereinafter defined) agrees to furnish dental and related services to Members; and

WHEREAS, Dentist is willing to enter into this Agreement with FCL DENTAL and furnish dental and related services to Members of FCL DENTAL upon the terms and conditions herein contained;

NOW, THEREFORE, in consideration of the premises and the mutual terms, covenants, and conditions hereinafter set forth, the parties mutually agree as follows:

This Agreement, together with the Provider Application Form constitutes the entire agreement of the parties.

### ARTICLE I - DEFINITIONS

**1.1 ACT** shall mean the Texas Health Maintenance Organization Act (Texas Insurance Code Chapter 20A) and the applicable rules and regulations promulgated under or pursuant thereto.

**1.2 FEE-FOR-SERVICE** shall mean a method of payment for dental services rendered. Fee-for-service is the traditional payment system under which providers receive a payment for each procedure provided rather than a capitation payment for each recipient.

**1.3 CLEAN CLAIM** shall mean a claim which does not require outside development or any further investigation and can be processed immediately. A claim does not meet the definition of "clean" if any additional information must be requested from the beneficiary, Dentist, supplier or other outside services. This includes routine data omitted from the bill, dental information, or information to resolve discrepancies.

**1.4 PROVIDER (DENTIST)** : (1) any individual who is engaged in the delivery of dental / health care services in a State and is licensed or certified by the State Board of Dental Examiners to engage in that activity in the State in which the Provider practices, and has a contract in effect with FCL Dental to furnish dental services to eligible members /enrollees ; and (2) any entity that is engaged in the delivery of dental/ health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.

**1.5 DENTAL DIRECTOR** shall mean the individual or group of individuals appointed by FCL DENTAL to maintain professional standards for the dentists contracting with FCL DENTAL.

**1.6 DENTAL PLANS** shall mean various plans outlining terms of coverage for Individuals and Groups as defined in the Fee Schedules attached hereto.

**1.7 DENTAL SERVICE AGREEMENT** shall mean the agreement between FCL DENTAL and an organization for dental services, or in the case of an individual, the agreement between a Member and FCL DENTAL. This agreement will include, but is not limited to, a schedule of benefits offered to the Member.

**1.8 DENTIST USUAL AND CUSTOMARY RATES (Dentist UCR)** shall mean the normal rates charged by Dentist's office for services.

**1.9 FIRST CONTINENTAL LIFE AND ACCIDENT INSURANCE COMPANY (FCL Dental)** shall mean a life, health, and accident insurance company domiciled in the state of Texas, operating pursuant to the Act which arranges for dental/ health care services to Members that are set forth herein. Should FCL DENTAL elect to contract the administration of its services to a third party, then references to FCL DENTAL can mean the third party administrator.

**1.10 EMERGENCY DENTAL CARE or EMERGENCY DENTAL SERVICES** shall mean emergency dental services provided in a dentist's office, dental clinic, or other comparable facility, to evaluate and stabilize dental conditions of a recent onset and severity accompanied by excessive bleeding, severe pain, or acute infection that would lead a prudent layperson possessing an average knowledge of dentistry to believe that immediate care is needed.

**1.11 MEMBER or ENROLLEE** shall mean an Enrolled Subscriber or Enrolled Dependent in an FCL DENTAL Plan.

**1.12 DENTAL SERVICES** shall mean the dental procedures, which FCL DENTAL includes in its marketed products.

**1.13 SPECIALTY DENTAL SERVICES** shall mean all dental procedures, in which the Dentist normally refers to a Specialist.

**1.14 NECESSARY DENTAL SERVICE** shall mean a dental procedure(s) which the Dental Director determines is necessary to establish or maintain the oral health of a Member.

**1.15 CENTERS FOR MEDICARE AND MEDICAID SERVICES ("CMS")** shall mean the agency within the Department of Health and Human Services that administers the Medicare program.

**1.16 COMPLETION OF AUDIT** shall mean completion of audit by the Department of Health and Human Services, the Government Accountability Office, or their designees of a Medicare Advantage Organization, Medicare Advantage Organization contractor or related entity.

**1.17 DOWNSTREAM ENTITY** shall mean any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the MA benefit, below the level of the arrangement between an MA organization (or applicant) and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services.



**1.18 FINAL CONTRACT PERIOD** shall mean the final term of the contract between CMS and the Medicare Advantage Organization.

**1.19 FIRST TIER ENTITY** shall mean any party that enters into a written arrangement, acceptable to CMS, with an MA organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the MA program.

**1.20 MEDICARE ADVANTAGE (“MA”)** shall mean an alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.

**1.21 MEDICARE ADVANTAGE ORGANIZATION (“MA organization”):** a public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.

**1.22 RELATED ENTITY:** any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.

## **ARTICLE II - RELATIONSHIP OF PARTIES**

**2.1 Basic Relationship.** FCL DENTAL and the Dentist are separate and independent entities. Dentist shall render his/her services under this Agreement as an independent contractor. As independent contracting parties, FCL DENTAL and the Dentist maintain separate and independent management, and each has full unrestricted authority and responsibility regarding its own organization and structure. Nothing contained herein shall be deemed or construed to make Dentist, or any of his/her employees or other persons acting under his/her direction or control, an agent, employee, servant, partner, or joint venture of or with FCL DENTAL.

## **ARTICLE III - DUTIES OF DENTAL PROVIDER**

### **3.1 Dentist agrees to:**

**A.** Provide those dental services set forth in the provided Fee Schedule and/or in the applicable plan Product Attachment for all Members selecting a Dentist, subject to any Exclusions and Limitations.

**B.** Render the services provided by this Agreement in a timely manner consistent with the professional and ethical standards of the American Dental Association ("ADA"). All such services shall be provided in the best possible manner in light of the technology and medical knowledge which is available at the time the services are rendered.

**C.** Refer Members for appropriate specialty care, where needed, and not provided by Dentist. Any such referrals for specialty care must be in compliance with FCL DENTAL's specialty care referral system as set forth in the FCL DENTAL Provider Manual. Provide twenty-four (24) hour emergency services and treat emergency patients within 24 hours at the office or the hospital Emergency Room. Dentist shall inform eligible Members how to contact Dentist for the delivery of such services in accordance with the Dentist's normal office policy.

**D.** Conduct his/her relationship with FCL DENTAL and FCL DENTAL Members in a professional and positive manner, and not make untruthful statements regarding his/her relationship with FCL DENTAL, FCL DENTAL Members or FCL DENTAL's business, nor conduct himself in any fashion that could be detrimental to the business of FCL DENTAL, as solely determined by FCL DENTAL.

**E. Complaint Notice** Dentist shall post in Dentist's office(s) a notice to Members regarding the process for resolving complaints with FCL DENTAL. This notice must include the State specific Department of Insurance toll-free telephone number for filing complaints.

**D.** The Network Dentist understands and agrees that OIG, CMS, and/or HHSC reserves the right and retains the authority to make reasonable inquiry and to conduct investigations into Provider and Member complaints.

**3.2 Discrimination.** Dentist shall not differentiate or discriminate in the treatment of his/her patients by reason of sex, race, nationality, religion, health or economic status.

**3.3 Administrative.** To enable FCL DENTAL to implement appropriate quality assurance and utilization review programs and to comply with Federal and State rules and regulations thereunder, Dentist shall:

**A.** Agree to provide to FCL DENTAL an accurate description of all services rendered to FCL DENTAL Members on ADA claim forms, electronic or written. The forms shall be completed and submitted to FCL DENTAL as services are performed, but in no case less frequently than 95 days after date of service.

**B.** Cooperate with FCL DENTAL in maintaining and providing such dental, administrative, and other records relating to a Member as may be requested by FCL DENTAL. When provided to FCL DENTAL, these records shall maintain the confidential nature they had while in the possession of Dentist.

**C.** Cooperate and participate with FCL DENTAL in service standards, quality assurance, peer review and audit systems, on-site inspections, and grievance procedures, as set forth by FCL DENTAL. Dentist shall comply with all final determinations rendered by the peer review process, or as set forth within the FCL DENTAL provider manual.

**D.** Cooperate with FCL DENTAL by providing updated copies of state licenses, DEA Controlled Substances Certificates, Controlled Substances Certificates (if applicable), Radiation Certifications, and Malpractice Insurance Policies as these certificates and policies renew.

**E.** Cooperate with FCL DENTAL in maintaining records and files relating to Dentist by informing FCL DENTAL in writing of any changes to the information provided to FCL DENTAL on the Dentist Application.

**3.4 Confidentiality.** Dental records of Member shall be treated as confidential in order to comply with all federal and state laws and regulations regarding the confidentiality of patient records. Dentist agrees to maintain the confidentiality of the Member's records and enrollment information and prevent unauthorized disclosure.

**3.5 Inspection.** Dentist agrees to allow inspection, during normal business hours, of books and records to the extent of its dealings with FCL DENTAL under this contract by FCL DENTAL, and authorized authorities of the State in which the provider practices.

**3.6 Extended Leave.** Whenever Dentist is on vacation or is to be absent for any extended period, Dentist shall refer all members to FCL DENTAL. Failure to meet the terms of this paragraph may result in adjustments to reimbursements. Not applicable to open access programs.

**3.7 Subcontracting.** Both parties agree that neither can assign nor subcontract their rights, duties or obligations under this Agreement, in whole or in part without prior written consent.

A. Leasing of Network. Network Provider acknowledges that (a) Network's arrangements with its Customers for access to the Contract Rate described in this Agreement may be deemed to be network "rental," "lease," or "sale" arrangements under some state or federal laws, and (b) some state or federal laws require specific disclosure of such arrangements. Accordingly, to the extent that the terms "rent," "lease," or "sale" apply to Network's Customer arrangements as contemplated under this Agreement, Network and Network Provider agree that Network and its affiliates may lease, sell, rent or otherwise grant access to Network Provider's Contract Rate to third parties, including other preferred provider organizations. Each Customer's entitlement to the Contract Rate under this Agreement is subject to such Customer's compliance with the applicable terms of this Agreement.

**3.8 Acceptance of New Members.** Dentist agrees to accept all Members referred by FCL DENTAL. In the event the Dentist chooses to no longer accept additional new patients, dentist may request FCL DENTAL to inactivate his/her practice. FCL DENTAL may accept such inactivation immediately or within a time period that Dentist and FCL DENTAL may mutually agree; however, in no event shall Dentist be required to wait more than 90 days to be inactivated. Prior to the effective date of any such inactivation approval by FCL DENTAL, Dentist shall accept any and all new Members referred to a Dentist and shall render treatment and services to all new Members subject to the terms of this contract. After inactivation, Dentist's name will then be removed from all future printings of FCL DENTAL materials and Dentist may only then refuse to accept new Members or those Members other than those who have already selected, or been assigned to him/her. Not applicable to open access programs.

**3.9 Patient Relationship.** Subject only to the quality assurance standards set forth in this agreement, the Dentist shall be solely responsible for all dental advice and services rendered to a Member.

**3.10 Transfer of Patients.** Because the dentist-patient relationship is personal and may become unacceptable to either party, Member or Dentist may request in writing to FCL DENTAL that the Member be transferred to another Dentist. Such transfers will be made by FCL DENTAL after consulting with its client.

**3.11 Refusal of Services.** Dentist shall have the right to refuse services to any Member who habitually has broken appointments or has behaved in a grossly discourteous manner toward Dentist, Dentist's employees and/or other patients. Dentist shall promptly report to FCL DENTAL all such instances where Dentist refuses services to a Member.

**A. Wait Timeframes.** Dentist must provide services to members within specified appointment timeframes that are applicable to regulatory requirements and benefits.

**3.12 Member Hold Harmless Clause** (as required by the State Board of Insurance). Dentist hereby agrees that in no event, including, but not limited to non-payment by FCL DENTAL, FCL DENTAL insolvency or breach of this agreement, shall Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or persons other than FCL DENTAL acting on their behalf for services provided pursuant to this Agreement and to the attached applicable Dental Plans. Dentist further agrees that (1) this provision shall survive the termination of this Agreement regardless of the cause giving rise to termination and shall be construed to be for the benefit of the FCL DENTAL Member, and that (2) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Dentist, Member or persons acting on their behalf.

Any modifications, addition, or deletion to the provisions of this section shall become effective on a date no earlier than 15 days after the Commissioner of Insurance has received written notice of such proposed changes.

**3.13 Insurance.** Dentist shall secure and maintain such policies of general and professional liability insurance as shall be necessary to insure Dentist, and his/her employees and other persons acting under his/her direction and control, against any liability, claim or claims for damages arising by reason of injury or death, occasioned directly or indirectly, in connection with the performance or nonperformance of any service by Dentist, his/her employees or other persons acting under his/her direction and control, under this Agreement. Dentist shall maintain minimum coverage limits for professional liability insurance of \$100,000 per occurrence and \$300,000 in the aggregate.

**3.14 Evidence of Insurance.** Dentist shall deliver to FCL DENTAL satisfactory evidence of such insurance coverage during each year of this agreement and shall further notify FCL DENTAL immediately of any and all substantial changes in or cancellation of said insurance coverage. The failure of Dentist to secure and maintain such professional liability insurance shall constitute a breach of this Agreement.

**3.15 Indemnity.** FCL DENTAL shall not be liable for any act or omission by Dentist or any of his/her personnel in connection with or arising solely out of the negligent performance of dental services by Dentist or any of his/her personnel with regard to FCL DENTAL Members. For such act or omission, Dentist agrees to defend, indemnify, and hold FCL DENTAL, its officers, agents, and employees, harmless from any claims, demands, liabilities, damages, losses, suits or judgments against any or all of those parties.

Dentist shall not be liable for any act or omission by FCL DENTAL or any of its personnel in connection with or arising solely out of the negligent performance of its responsibilities under the terms of this Agreement. For such act or omission, FCL DENTAL agrees to defend, indemnify, and hold Dentist and

employees, harmless from any claims, demands, liabilities, damages, losses, suits or judgments against any or all of those parties.

**3.16 Radiology Equipment.** If the Dentist utilizes radiology or radiographic equipment at his/her facility in rendering services pursuant to this Agreement, the Dentist shall have such equipment regularly checked by local or state health authorities or a radiation physicist to insure that such equipment is environmentally safe and technologically accurate. Any hazards identified by such inspections or at any time shall be promptly corrected. The Dentist shall maintain equipment maintenance and calibration records and all inspection certificates or reports which shall be available for review by FCL DENTAL upon request.

**3.17 Clinical Laboratory.** In the event Dentist has a need to use the services of a clinical laboratory for services rendered to a FCL DENTAL Medicaid/Medicare Member, then Dentist shall use a Medicare/Medicaid Certified Independent Laboratory or Medicare/Medicaid Certified Hospital Laboratory.

#### **ARTICLE IV - DENTAL DIRECTORY; ELIGIBILITY INFORMATION**

**4.1 Dental Directory.** FCL DENTAL agrees to list the Dentist and any affiliated dentists in its materials to Members, and Dentist hereby agrees to allow FCL DENTAL to so list them.

**4.2 Eligibility of Members.** Eligible Members will carry the appropriate membership identification; however, dentists can call FCL DENTAL to verify eligibility of Enrolled Members seeking dental services prior to beginning treatment. If the eligibility of a Member cannot be verified, Dentist can render treatment at Dentist's usual fees; provided, however, upon receipt of verification of coverage, and receipt of reimbursement from FCL DENTAL, Dentist shall reimburse Member the difference between the amount charged at the time of treatment and the amount which would have been due under Membership terms had eligibility been verified.

#### **ARTICLE V - QUALITY ASSURANCE**

**5.1 Standards.** Dentist agrees to perform services for Members with the same professional and ethical standards of care, skill, and diligence as generally promulgated by the American Dental Association and in accordance with the policies and procedures established by FCL DENTAL as noted within the FCL DENTAL provider manual.

**5.2 Quality Assurance.** FCL DENTAL, in consultation with its Dental Director, shall develop, implement and maintain a quality assurance program, policies and procedures and service standards. Dentist shall be bound by and comply with such policies and procedures and service standards as set forth in the Provider Manual.

Dentist hereby releases from liability all representatives of FCL DENTAL for their acts performed in good faith and without malice in connection with evaluating Dentist's practice and hereby releases from liability any and all individuals and organizations who provide information to FCL DENTAL.

## ARTICLE VI - COMPENSATION

**6.1 Applicable Dental Plans.** This Agreement will provide for compensation to Dentist based on Dentist's agreement to provide services to FCL DENTAL Members. The compensation due Dentist will be based on each FCL DENTAL Plan under this Agreement. Specifications of each plan are attached.

**6.2 Fees for Services.** In exchange for the provision of services to Members, Dentist shall be due the amounts collectively shown in the provided Fee Schedule.

**6.3 Payment.** All FFS payments due and payable by FCL DENTAL under this Article VI (Compensation) shall be sent within the applicable State claim prompt payment requirement upon receipt of clean claim or FCL DENTAL shall notify Dentist in writing of reasons for denial of claim. Failure to report discrepancies with monthly FCL DENTAL data, if any, within one hundred twenty (120) days of receipt by Dentist shall signify to FCL DENTAL full agreement and acceptance thereof by Dentist.

A. FCL DENTAL will provide the Network Provider at least 90 days' notice prior to implementing a change in the claims guidelines, unless the change is required by statute or regulation in a shorter timeframe.

**6.4 Prompt Payment.** FCL DENTAL agrees to pay Provider in accordance with applicable Prompt Payment laws by state and product type for services provided to Plan Members. For purposes of this provision, a clean claim (see definition for additional clarity) shall mean a claim for Provider services that has no defect or impropriety requiring special treatment that prevents timely payment by FCL DENTAL.

**6. 5 Coordination of Benefits.** The value of any benefits or services provided under this Agreement may be coordinated with any other Third Party Administrator or coverage under governmental programs pursuant to the requirements of the State Insurance Code and rules promulgated by the State Board of Insurance and the Health and Human Service Commission.

**6. 6 Co-payment Limits and Member Charges.** Co-payment limits and member charges for noncovered services, no deductibles, or co- payments are permitted for covered services unless specified by plan design. Provider must inform Members of the costs for non-covered services prior to rendering such services and must obtain a signed private pay form from such a Member. Provider is responsible for collection at the time of service any applicable co-payments or deductibles in accordance with cost-sharing limitations. Co-payments and deductibles are the only amounts Providers may collect from Members except the costs associated with unauthorized non-emergency serviced provided to a Member by out-of- network providers for non-covered services. For purposes of this section noncovered services are services not covered under the plan, services which are provided in the absence of appropriate authorization and services which are provided out-of-network unless otherwise specified in the contract, policy or regulation.

## ARTICLE VII - TERM AND TERMINATION OF AGREEMENT

**7.1 Term.** The effective date of this Agreement shall be the date first written above and have an initial term of 3 years. This Agreement shall continue in effect from year-to-year thereafter upon each and all of the terms and conditions herein contained, unless and until terminated as hereinafter provided.

### 7.2 Termination.

**A.** This Agreement may be terminated without cause by Dentist by written notice sent by registered or certified mail, at least 90 days in advance of the proposed termination date. Dentist's name will be removed from all future printings of FCL DENTAL materials, subsequent to the effective date of such notice. Prior to the effective date of any such notice and during that 90-day notice period, Dentist shall accept any and all new Members selecting Dentist, and shall provide treatment and services to all Members subject to the terms of this contract. FCL DENTAL may transfer Members subsequent to the termination notice and prior to the termination effective date, after so informing the Dentist.

**B.** FCL DENTAL may terminate this Agreement by written notice at least 90 days in advance of the effective date of termination, except in the case of imminent harm to patient health, action against license to practice, or fraud, in which case termination may be immediate.

**C.** Dentist shall have the right to terminate this Agreement immediately in the event FCL DENTAL ceases to hold a certificate of authority to operate as a single health care service plan under the Act and applicable State law.

**D.** FCL DENTAL may inactivate Dentist from further participation if FCL DENTAL determines that it needs to do so to investigate Dentist compliance with the terms of this Agreement.

**E.** Prior to termination FCL DENTAL will provide a written explanation to Dentist of the reason(s) for termination. Upon request and before the effective date of the termination, Dentist shall be entitled to a review of FCL DENTAL's proposed termination by the FCL DENTAL Peer Review Committee within a period not to exceed sixty (60) days, except in cases in which there is imminent harm to patient health, an action by a state dental licensing board or other governmental agency against the Dentist's license practice dentistry, or in cases of fraud. The Peer Review Committee shall include at least one representative in the Dentist's same or similar specialty. The decision of the Peer Review Committee will be made available to the Dentist and will be considered but will not be binding on FCL DENTAL.

### 7.3 Effect of Termination.

**A.** Notwithstanding any other provision in this contract, any termination of this Agreement shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination and any continuing obligations after termination as set forth herein.



**B.** In the event of the termination of this Agreement, Dentist shall complete work started prior to the effective date of termination as follows:

1. If an impression has been taken, Dentist will complete a partial or denture.
2. On every tooth upon which work has been started.
3. If a Member is undergoing Orthodontia treatment at the time of termination, dentist will complete this work at the agreed upon discount in the schedule of benefits.
4. If, at the time the Dentist receives notice of termination, the Dentist is treating a Member with Special Circumstances, then FCL DENTAL shall reimburse the Dentist at no less than the contract rate for that Member's dental care in exchange for continued treatment by that Dentist, unless the Dentist has been terminated due to a lack of dental competence or professional behavior. FCL DENTAL shall reimburse a terminated Dentist for ongoing treatment of Members with Special Circumstances for up to 90 days after the effective date of termination, or for up to 9 months in the case of a Member who has been diagnosed with a terminal illness at the time of termination. The treating Dentist is responsible for identifying Special Circumstances. The treating Dentist is responsible for requesting continued treatment under the Dentist's care. The treating Dentist is responsible for submitting disputes regarding the necessity of continued treatment to the FCL DENTAL advisory review panel.

**C.** In the event of termination of this Agreement, Dentist agrees, at no cost to Member or FCL DENTAL, to forward to the Member's newly-assigned Dentist, at the request of the Member or newly-assigned Dentist, copies of all patient records and copies of x-rays, within 30 days after such request. Dentist further agrees to return all FCL DENTAL materials to FCL DENTAL, including the Quality Assurance and Procedures Manual, upon FCL DENTAL's request.

**D.** In the event of termination of this Agreement for any reason, Dentist shall be paid any outstanding FFS payment as specified in this Agreement 60 days following the effective date of termination of this Agreement. FCL DENTAL shall be entitled to make any adjustments in such final payment as may be necessary as determined by FCL DENTAL.

**E.** Dentist agrees to notify Members who may continue to seek treatment from Dentist, subsequent to the Dentist's termination date, that Dentist is no longer a participating FCL DENTAL provider, prior to rendering any service. If such notice is not given to the Member, Dentist agrees to charge the Member no more for his/her services than would have been payable by the Member had this Agreement not terminated.

## **ARTICLE VIII - GENERAL PROVISIONS**

**8.1 Waiver.** The waiver by either party to this Agreement of any breach of any provision hereof on the part of the other shall not be construed to operate as a waiver of any other or subsequent breach of the same or any other term, condition or covenant contained in this Agreement.

**8.2 Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter hereof. All



amendments or modifications hereto shall be mutually agreed to in writing by FCL DENTAL and Dentist, except as specified in Section 8.14.

**8.3 Confidentiality.** The Dentist agrees to keep confidential the terms and conditions of this participation Agreement.

**8.4 Invalidity.** The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

**8.5 Assignment.** This Agreement shall not be assigned in whole or in part without the written consent of FCL DENTAL which consent shall not be unreasonably withheld.

**8.6 Terms.** For simplicity of expression, pronouns and other terms are sometimes expressed in one number and gender, but where appropriate to the context these terms shall be deemed to include each of the other numbers and genders.

**8.7 Headings.** The bold faced headings are for convenience and shall not affect interpretation.

**8.8 Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the applicable State governance , and shall have as its exclusive venue the State of Texas, County of Harris and City of Houston for legal proceedings of any kind that may arise by reason of this Agreement.

**8.9 Compliance with Medicaid Plan's Obligations.** Program violations arising out of performance of the contract are subject to administrative enforcement by the Health and Human Services Commission Office of Inspector General (OIG).

**8.10 Financial Records.** Dentist and FCL DENTAL shall cooperate in keeping financial and statistical records which may be necessary for the proper administration of FCL DENTAL or as required by state or federal laws and regulations. Such records shall be retained for a period of 5 years. Such obligations shall not terminate upon termination of this Agreement whether by rescission or otherwise.

**8.11 Surcharges.** Dentist is not permitted to surcharge any Member for covered services and shall, whenever a surcharge has erroneously occurred, upon notice by that Member or FCL DENTAL, refund such charge within 5 days.

**8.12 Patient Records.** Dentist shall maintain up-to-date records in accordance with accepted professional standards, sound dental accounting procedures and sound internal practices. Said records shall reflect the date each Member was seen, the procedures followed and the name, address and specialty of each specialist or other dentist to whom he was referred. Such records shall be made available for inspection by FCL DENTAL during regular business hours and other reasonable times. FCL DENTAL shall from time to time provide forms for keeping certain records, which shall be submitted to FCL DENTAL as requested by FCL DENTAL.

**8.13 Communications.** Any written mass communication relating to FCL DENTAL or its Dental Plans (whether or not FCL DENTAL is specifically named) directed to Members by Dentist must be reviewed

and approved by FCL DENTAL prior to mailing. If Dentist fails to submit such communication to FCL DENTAL for prior approval, FCL DENTAL may terminate this Agreement immediately.

**8.14 Retaliation.** FCL DENTAL shall not retaliate against the Dentist because the Dentist has reasonably filed a complaint, on a Member's behalf, against FCL DENTAL. Retaliation includes cancellation of or refusal to renew a contract.

**8.15 Provider Communications.** FCL DENTAL shall not prohibit, attempt to prohibit, or discourage Dentist from discussing with or communicating to a current, prospective, or former Member, or a party designated by Member with respect to (1) information or opinions regarding Member's dental care, including the Member's medical or dental condition or treatment options, (2) information regarding the provisions, terms, requirements, or services of the dental plan as they relate to the dental needs of the member, (3) the fact that Dentist's contract with FCL DENTAL has terminated or that Dentist will no longer be providing dental services under FCL DENTAL's dental plans, or (4) the fact that, if medically necessary covered services are not available through network dentists, FCL DENTAL must, upon request of a network dentist and, within time appropriate to the circumstances relating to the delivery of the services and condition of the patient, but in no event to exceed five (5) business days after the receipt of reasonable requested documentation, allow referral to a non-network dentist.

**8.16 Additional Plans.** FCL DENTAL may, from time to time, amend, delete or add to its various Dental Plans. In such an event, FCL DENTAL shall notify Dentist of these changes to reflect those amendments, deletions or additions. If Dentist does not accept such changes, Dentist shall notify FCL DENTAL in writing by registered or certified mail within 10 days of his/her receipt of such notification from FCL DENTAL and in such event, those Exhibits shall not become part of this Agreement. If Dentist does not accept such changes then FCL DENTAL has the right to terminate this Agreement, subject to ninety (90) days prior notice. If Dentist does not so notify FCL DENTAL, then those changes shall become part of this Agreement.

**8.17 Medicare Advantage (MA) Plans.** FCL DENTAL participates on various commercial and MA plans. Please see the Article X – Medicare Advantage Program Requirements for additional information regarding the specifics of an MA plan.

## ARTICLE IX - MEDIATION

**9.1 Dispute Resolution Process.** It is the Agreement of the Parties to encourage the peaceable resolution of any disputes arising under this Agreement including the use of voluntary settlement procedures.

**9.2 Mediation.** In the event of any dispute, claim or controversy between the parties arising out of our relating to this Agreement, or any of the documents executed pursuant to this Agreement, whether in contract, tort, equity or otherwise, and whether relating to the meaning, interpretation, effect, validity, performance or controversy the parties agree to submit such controversy to mediation before a mediator duly qualified in accordance with the applicable State Statutes then in effect. In the event the parties cannot agree on a mediator, each party shall submit the name of two mediators, so qualified, and the four names shall be submitted to a sitting State District Court Judge in Harris County, Texas. Said judge may select from the list of four submitted names or may select a mediator not listed. Following selection of the mediator, the controversy shall be mediated by the parties within 30 days.

## ARTICLE X - Medicare Advantage Program Requirements

The following language pertains only to plans designated as Medicare Advantage (MA) with respect to Members who are participants of those MA plans:

**10.1 Books and Records; Governmental Audits and Inspections.** Provider shall permit the Department of Health and Human Services (“HHS”), the Comptroller General, or their designees to inspect, evaluate and audit all books, records, contracts, documents, papers and accounts relating to Provider’s performance of the Agreement and transactions related to the applicable regulatory agency contract (collectively, “Records”). The right of HHS, the Comptroller General or their designees to inspect, evaluate and audit Provider’s Records for any particular contract period under the CMS Contract shall exist for a period of ten (10) years from the later to occur of (i) the final date of the contract period for the CMS Contract or (ii) the date of completion of the immediately preceding audit (if any) (the “Audit Period”). Provider shall keep and maintain accurate and complete Records throughout the term of the Agreement and the Audit Period.

**10.2 Privacy and Confidentiality Safeguards.** Provider shall safeguard the privacy and confidentiality of Members and shall ensure the accuracy of the health records of Members. Provider shall comply with all state and federal laws and regulations and administrative guidelines issued by CMS pertaining to the confidentiality, privacy, data security, data accuracy and/or transmission of personal, health, enrollment, financial and consumer information and/or medical records (including prescription records) of Members, including, but not limited, to the Standards for Privacy of Individually Identifiable Information promulgated pursuant to the Health Insurance Portability and Accountability Act.

**10.3 Member Hold Harmless.** Provider shall not, in any event (including, without limitation, non-payment by FCL DENTAL or breach of the Agreement), bill, charge, collect a deposit from, seek compensation or remuneration or reimbursement from or hold responsible, in any respect, any Member for any amount(s) that FCL DENTAL may owe to Provider for services performed by Provider under the Agreement. This provision shall not prohibit Provider from collecting supplemental charges, co-payments or deductibles specified in the Benefit Plans. Provider agrees that this provision shall be construed for the benefit of the Member and shall survive expiration, non-renewal or termination of the Agreement regardless of the cause for termination.

**10.4 Delegation of Activities or Responsibilities.** To the extent activities or responsibilities under a CMS Contract are delegated to Provider pursuant to the Agreement (“Delegated Activities”), Provider agrees that (i) the performance of the Delegated Activities and responsibilities thereof shall be subject to monitoring on an ongoing basis by the MA Plan ; and (ii) in the event that the MA Plan or CMS determine that Provider has not satisfactorily performed any Delegated Activity or responsibility thereof in accordance with the CMS Contract, applicable laws and regulations and CMS instructions, then the MA Plan shall have the right, at any time, to revoke the Delegated Activities by terminating the Agreement in whole or in part, and shall have the right to institute corrective action plans or seek other remedies or curative measures as contemplated by the Agreement. Provider shall not further delegate any activities or requirements without the prior written consent of the MA Plan. To the extent that the Delegated Activities include professional credentialing services, Provider agrees that the credentials of medical professionals affiliated or contracted with Provider will either be (i) directly reviewed by the MA Plan, or (ii) Provider’s credentialing process will be reviewed and approved by the MA Plan and the MA Plan shall audit Provider’s credentialing process on an ongoing basis.

Provider acknowledges that the MA Plan retains the right to approve, suspend or terminate any medical professionals, as well as any arrangement regarding the credentialing of medical professionals.

**10.6 Reporting Requirements.** Provider must have an effective procedure to develop, compile, evaluate, and report to CMS, to its enrollees, and to the general public, at the times and in the manner that CMS requires, and while safeguarding the confidentiality of the doctor-patient relationship, statistics and other information with respect to the following:

- (1) The cost of its operations.
- (2) The patterns of utilization of its services.
- (3) The availability, accessibility, and acceptability of its services.
- (4) To the extent practical, developments in the health status of its enrollees.
- (5) Information demonstrating that the MA organization has a fiscally sound operation.
- (6) Other matters that CMS may require if Provider generates any data submitted to CMS by MA Plan, upon MA Plan's request, Provider shall certify (based on Provider's best knowledge, information and belief) the accuracy, completeness and truthfulness of the data.

**10.7 Compliance with MA Plan's Obligations, Provider Manual, Policies and Procedures.**

Provider shall perform all services under the Agreement in a manner that is consistent and compliant with MA Plan's contract(s) with CMS (the "CMS Contract"). Additionally, Provider agrees to comply with the MA Plan Provider Manual and all policies and procedures relating to MA Benefit Plans.

**10.8 Subcontracting.** The MA plan maintains ultimate accountability for adhering to and otherwise fully complying with all terms and conditions of its contract with CMS. Provider shall not subcontract for the performance of Covered Services under this Agreement without the prior written consent of MA Plan. Every subcontract between Provider and a subcontractor shall (i) be in writing and comply with all applicable local, State and federal laws and regulations; (ii) be consistent with the terms and conditions of this Agreement; (iii) contain the MA Plan and Member hold harmless language as set forth in Section 3 hereof; (iv) contain a provision allowing MA Plan and/or its designee access to such subcontractor's books and records as necessary to verify the nature and extent of the Covered Services furnished and the payment provided by Provider to subcontractor under such subcontract; and (v) be terminable with respect to Members or Benefit Plans upon request of MA Plan.

**10.9 Compliance with Laws.** Provider shall comply with all laws, regulations and instructions from CMS applicable to Provider's performance of services under the Agreement. Provider shall maintain all licenses, permits and qualifications required under applicable laws and regulations for Provider to perform the services under the Agreement. Without limiting the above, Provider shall comply with Federal laws designed to prevent or ameliorate fraud, waste and abuse, including but not limited to applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.) and the anti-kickback statute (section 1128B(b) of the Social Security Act).

**10.10 Program Integrity.** Provider represents and warrants that Provider (or any of its staff) is not and has not been (i) sanctioned under or listed as debarred, excluded or otherwise ineligible for participation in the Medicare program or any Federal program involving the provision of health care or prescription drug services, or (ii) criminally convicted or has a civil judgment entered against it for fraudulent activities.

Provider shall notify FCL DENTAL immediately if, at any time during the term of the Agreement, Provider (or any of its staff) is (i) sanctioned under or listed as debarred, excluded or otherwise ineligible for participation in the Medicare program or any Federal program involving the provision of health care or prescription drug services, or (ii) criminally convicted or has a civil judgment entered against it for fraudulent activities.

Provider acknowledges that Provider's participation in the MA Plans shall be terminated if Provider (or any of its staff) is debarred, excluded or otherwise ineligible for participation in the Medicare program or any Federal program involving the provision of health care or prescription drug services.

**10.11 Continuation of Benefits.** Provider shall continue to provide services under the Agreement to Members in the event of (i) MA Plan's or FCL DENTAL's insolvency, (ii) MA Plan's or FCL DENTAL discontinuation of operations or (iii) termination of the CMS Contract, throughout the period for which CMS payments have been made to MA Plan, and, to the extent applicable, for Members who are hospitalized, until such time as the Member is appropriately discharged.

**10.12 Incorporation of Other Legal Requirements.** Any provisions now or hereafter required to be included in the Agreement by applicable Federal or state laws and regulations or by CMS shall be binding upon and enforceable against the parties to the Agreement and be deemed incorporated herein, irrespective of whether or not such provisions are expressly set forth in the this Addendum or elsewhere in the Agreement.

**10.13 Provider Incentive Plans.** The MA organization makes no specific payment, directly or indirectly, to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to any particular enrollee. Indirect payments may include offerings of monetary value (such as stock options or waivers of debt) measured in the present or future. To the extent that an incentive plan is administered for services provided by providers under an agreement, the provider/physician incentive plan shall meet the requirements of CMS 42 CFR, §§422.208, where and if applicable.

**10.14 Hold Harmless of Dual Eligible Members.** With respect to those members who are designated as Dual Eligible Members for whom the State Medicaid agency is otherwise required by law, and/or voluntarily has assumed responsibility in the State Medicaid Plan to cover those Medicare Part A and B Member Expenses identified and at the amounts provided for in the State Medicaid Plan, Provider acknowledges and agrees that it shall not bill Members the balance of ("balance-bill"), and that such Members are not liable for, such Medicare Part A and B Member Expenses, regardless of whether the amount Provider receives is less than the allowed Medicare amount or Provider charges due to limitations on additional reimbursement provided in the State Medicaid Plan. Provider agrees that it will accept Health Plan's payment as payment in full or will bill the appropriate State source if Health Plan has not assumed the State's financial responsibility under an agreement between Health Plan and the State. [42 C.F.R. § 422.504(g)(1)(iii)]. FCL DENTAL shall inform providers of Medicare and Medicaid benefits and rules for Members eligible for Medicare and Medicaid.

**ARTICLE XI - NOTICES**

All notices required to be given hereunder shall be in writing, and all such notices and documents to be delivered hereunder shall be either delivered in person to any signatory hereof or mailed by certified mail, return receipt requested. Until notice of a change of address is given, all such notices and documents shall be given or addressed:

**A. To:** FCL DENTAL  
101 Parklane Boulevard, Suite 301  
Sugar Land, Texas 77478

**B. To Dentist,** it shall be addressed as indicated in the Application.

THIS AGREEMENT is executed in several counterparts. Each is hereby declared to be an original; however, all shall constitute but one and the same Agreement.

IN WITNESS WHEREOF the parties have duly executed this Agreement on the day and year first written above.

Dentist Signature: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

Individual NPI #:  
(Print) \_\_\_\_\_

**FOR INTERNAL USE ONLY**

**First Continental Life and Accident Insurance Company  
(FCL DENTAL)**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

#### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

**Disregarded entity.** Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.



**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

#### Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.