DELTA DENTAL®

Participation application checklist

Checklist for general dentists, pediatric dentists and prosthodontists

Thank you for your request to become a Delta Dental participating dentist. Please review the list of credentialing documents below and include all that apply to your application. Completed applications can be emailed to **ProfessionalRelations@deltadentalva.com** or faxed to 540.491.9709.

- ☐ Individual Practitioner Profile
- ☐ Legible copy of Drug Enforcement Administration license (Controlled Substance Registration Certificate) or signed DEA Waiver
- ☐ Proof of professional malpractice insurance showing coverage dates
- ☐ Five-year work history
- ☐ National Provider Identifiers (NPIs)
- ☐ Delta Dental Premier® Participating Dentist Agreement
- ☐ Delta Dental PPO™ Participating Dentist Agreement, *if joining*
- ☐ Delta Dental Medicare Advantage™ Participating Dentist Agreement, *if joining*
- ☐ Treating Location Form
- ☐ Facility Profile, *if location is not already on file*
- ☐ W-9 Form, *if TIN is not already on file*
- ☐ Direct Deposit Enrollment Form, *if location is not already enrolled*
- ☐ Specialty Documentation, *if applicable*
- ☐ Proof of Anesthesia Education and ACLS certificates, *if applicable*

DELTA DENTAL®

Participation application checklist

Checklist for dental anesthesiologists, endodontists, periodontists, oral surgeons and orthodontists

Thank you for your request to become a Delta Dental participating dentist. Please review the list of credentialing documents below and include all that apply to your application. Completed applications can be emailed to **ProfessionalRelations@deltadentalva.com** or faxed to 540.491.9709.

- ☐ Individual Practitioner Profile
- ☐ Legible copy of Drug Enforcement Administration license (Controlled Substance Registration Certificate) or signed DEA Waiver
- ☐ Proof of professional malpractice insurance showing coverage dates
- ☐ Five-year work history
- ☐ National Provider Identifiers (NPIs)
- ☐ Specialty Documentation
- ☐ Delta Dental Specialist Agreement
- ☐ Delta Dental Medicare Advantage™ Participating Dentist Agreement, *if joining*
- ☐ Treating Location Form
- ☐ Facility Profile, *if location is not already on file*
- ☐ W-9 Form, *if TIN is not already on file*
- ☐ Direct Deposit Enrollment Form, *if location is not already enrolled*
- ☐ Proof of Anesthesia Education and ACLS certificates, *if applicable*

DELTA DENTAL®

Delta Dental networks

Since Delta Dental is the largest dental carrier in the country, many of your patients are likely already covered by Delta Dental. However, when your patient says, "*I am covered with Delta Dental*," it is important to ask them under which program they have (**this can be found in the upper right-hand corner of their ID card**). Delta Dental offers a variety of networks and a variety of plan types based on network. Determining in advance the plan your patients are covered under will help avoid any misunderstandings.

DELTA DENTAL NATIONAL COVERAGE

When you sign a Delta Dental of Virginia Participating Dentist Agreement, your participation is honored throughout the national Delta Dental system. Please keep in mind that if your patient is covered under a Delta Dental National Coverage plan, claims must be submitted to the appropriate Delta Dental member company for processing. You are still guaranteed direct payment and Virginia's plan allowances for these claims.

DELTA DENTAL PREMIER®

Delta Dental Premier is our traditional fee-for-service program. You are guaranteed direct reimbursement. Members with Delta Dental Premier plans experience lower out-of-pocket costs when visiting a Delta Dental Premier participating dentist.

DELTA DENTAL PPO™

Delta Dental PPO is our preferred dentist network. This reduced fee-for-service program guarantees participating providers direct reimbursement. Employers actively encourage their employees to select Delta Dental's PPO network dentists because their out-of-pocket expenses may be lower.

DELTA DENTAL MEDICARE ADVANTAGE™

This network serves Medicare Advantage members, primarily those aged 65 and older. Dentists can join by emailing **ProfessionalRelations@deltadentalva.com** and by signing the participating dentist agreement in the Participation Packet, located in the Credentialing Forms section at **DeltaDentalVA.com/dentists/resources**.

Reimbursement will be based on the dentist's current Delta Dental network participation fee schedule (Delta Dental PPO™ or Delta Dental Premier®).

DELTACARE® USA

DeltaCare USA is a Managed Care program (DHMO), and reimbursement is based on capitation and patient co-pays. All claims, claim questions, eligibility and complaint issues must be handled directly by DeltaCare USA. Call 866.774.5595 for Provider Relations or email@deltadentalins.com. The mailing address is PO Box 1803 Alpharetta, GA 30023. Delta Dental of Virginia no longer sells, processes, or provides benefits for DeltaCare USA, you must contact DeltaCare USA directly.

DELTA DENTAL®

Individual practitioner profile

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

First name | Middle name | Last name | Date of birth

Other names used, if applicable

Gender: ☐ Female ☐ Male ☐ Private ☐ Nonbinary

Race/ethnicity: ☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Hispanic or Latino ☐ Native Hawaiian or Other Pacific Islander ☐ White ☐ Prefer not to disclose

Virginia Dental License Number | National Provider Identifier Number (NPI)

Dentist email address

Office email address

Recredentialing email address

Dental school attended | Year of graduation

Name of specialty, if applicable | Specialty program completed | Year of graduation

Are you a Board Certified specialist? ☐ Yes ☐ No **(Certificate is required — please attach a copy)**

Do you administer any level of anesthesia other than local anesthetic or nitrous oxide sedation? ☐ Yes ☐ No **(Anesthesia Permit is required — please attach a copy)**

The American Academy of Pediatric Dentists defines special health care needs to be any physical, developmental, mental, sensory, behavioral, cognitive, or emotional impairment or limiting condition that requires medical management, health care intervention, and/or use of specialized services or programs.

Do you treat children who are intellectually disabled or have special needs? ☐ Yes ☐ No

Do you treat adults who are intellectually disabled or have special needs? ☐ Yes ☐ No

Continued on next page

DELTA DENTAL®

INDIVIDUAL PRACTITIONER PROFILE (CONTINUED)

1. Have any malpractice claims or suits ever been filed against you? ☐ Yes ☐ No

2. Has your professional license in any state ever been denied, revoked, limited, suspended, put on probation or voluntarily relinquished? ☐ Yes ☐ No

3. Has your DEA permit ever been denied, revoked, limited, suspended, or voluntarily relinquished? ☐ Yes ☐ No

4. Have you ever been convicted of a felony or criminal offense? ☐ Yes ☐ No

5. Have you ever been disciplined by a state board of dental examiners or a misconduct board? ☐ Yes ☐ No

6. Have you ever been subject to peer review action? ☐ Yes ☐ No

7. Are you addicted to, or do you excessively use alcohol, drugs or toxic or foreign agents that tend to limit or adversely affect the performance of your professional duties and responsibilities? ☐ Yes ☐ No

8. Do you have any mental or physical condition that results in an inability to perform the essential functions of your profession, with or without accommodation? ☐ Yes ☐ No

9. Do you now or have you ever had any sanctions against you by the Office of Inspector General (OIG), Medicare and/or Medicaid? ☐ Yes ☐ No

10. Are you eligible for DEA or CDS certification? ☐ Yes ☐ No

11. If applicable, are your hospital privileges in good standing? ☐ Yes ☐ No

12. Does your office use infection control and barrier techniques according to CDC standards? ☐ Yes ☐ No

13. Does your office clean and heat sterilize high-speed, air-driven hand pieces and prophy angles after each patient? ☐ Yes ☐ No

14. Do your patients complete an initial medical/dental history with periodic updates taken either electronically or via paper form? ☐ Yes ☐ No

15. Do you routinely use a dental or medical consent form for treatment? ☐ Yes ☐ No

If you answered "yes" to questions one through seven, please provide dates, circumstances and dispositions on a separate sheet of paper.

I hereby certify that the information provided and the answers to the questions on this profile are accurate and complete. I agree to immediately notify Delta Dental of Virginia in writing of any changes, including any changes to my professional liability insurance. I hereby give Delta Dental permission to request information from other entities regarding my professional credentials and qualifications. This release of information will not remain valid in the event the Participating Dentist Agreement is terminated.

_____ _____/_____/_____

Signature Date

DELTA DENTAL®

National Provider Identifier (NPI) form

Do you have your National Provider Identifier (NPI) yet?

The NPI is part of the required credentialing material necessary for participating Delta Dental of Virginia dentists. Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709. If your practice has multiple locations, copy this form and submit a separate form for each practice location/Tax ID number.

If you do not have an NPI, visit this website for your number: https://nppes.cms.hhs.gov/NPPES/Welcome.do

PRACTICE NPI					
Practice name					
Correspondence address			Physical address		
City	State	Zip	City	State	Zip
Business Phone ( )	Fax Number ( )		Email		
Type II — NPI (facility) number			Tax ID number		

INDIVIDUAL DENTIST NPIs		
I confirm that I have the NPI number stated below: Dentist name:	Dentist signature	
Type I — NPI (individual) number:	License number	Date
I confirm that I have the NPI number stated below: Dentist Name:	Dentist signature	
Type I — NPI (individual) number:	License number	Date
I confirm that I have the NPI number stated below: Dentist name:	Dentist signature	
Type I — NPI (individual) number:	License number	Date

DELTA DENTAL®

Practitioner five year work history*

Complete this form in its entirety.

Provider Name _____ Virginia Dental License Number _____

Practice/Employer Name _____

Employer Address _____

Date of employment, from _____/_____/_____ to _____/_____/_____

Practice/Employer Name _____

Employer Address _____

Date of employment, from _____/_____/_____ to _____/_____/_____

Practice/Employer Name _____

Employer Address _____

Date of employment, from _____/_____/_____ to _____/_____/_____

Practice/Employer Name _____

Employer Address _____

Date of employment, from _____/_____/_____ to _____/_____/_____

Explanation for gaps in work history:

_____

_____

_____

_____

*Curriculum vitae, résumé or other documents stating work history are acceptable, as long as gaps in work history are explained within those documents or submitted separately on this form.

DELTA DENTAL®

Facility profile form

Please complete a facility profile for each office location. If you have more than one location, copy or print additional copies of this page. Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Location name _____

Tax ID Number (TIN) _____ Type 2 facility NPI _____

Business name (**as recorded with IRS on Form 941)** _____

Main office email address (dentist newsletters, fee schedules, etc.) _____

Credentialing email address (for recredentialing notices) _____

Physical address _____

Payment address (for checks only, if different from physical address) _____

_____

Correspondence address (X-rays, provider updates and information other than checks)

_____

Phone_____ Fax _____

Office hours: Mon_____ Tues_____ Wed_____ Thurs_____ Fri_____ Sat_____ Sun_____

Are you accepting new patients? ☐ Yes ☐ No

Languages spoken (other than English)_____

Does this location have wheelchair access? ☐ Yes ☐ No

Public transit accessibility? ☐ Yes ☐ No

Treats physically disabled adults? ☐ Yes ☐ No Treats physically disabled children? ☐ Yes ☐ No

Offers telehealth/teledentistry services? ☐ Yes ☐ No

Are emergency services available 24 hours a day? ☐ Yes ☐ No

If yes, please check the type of service available: ☐ Home/cell phone number ☐ Another local dentist

Are all permits and filings required by law and regulation current and valid (i.e., radiographic equipment)? ☐ Yes ☐ No

Are all staff members trained in CPR? ☐ Yes ☐ No

Are all individuals treating patients fully licensed? ☐ Yes ☐ No

DELTA DENTAL®

Delta Dental PPO™ participating dentist agreement

AMENDED AND RESTATED JANUARY 1, 2027

This Agreement ("Agreement") is between Dentist and Delta Dental of Virginia ("Delta Dental"). It is effective on the date that Delta Dental accepts it (as evidenced by Delta Dental's entry to that effect on the last page of the Agreement) and will remain in effect until either party terminates it in the manner provided for in the "Termination" section of the "General Terms and Conditions" attachment. This Agreement applies specifically to general dentists, pediatric dentists, and prosthodontists and supersedes all prior agreements between Delta Dental and Dentist.

DELTA DENTAL'S PAYMENTS AND PPO PROGRAM REQUIREMENTS

In our Delta Dental PPO™ program, we base our payments on Delta Dental PPO Allowances. You agree to accept Delta Dental PPO Allowances as payment in full for Covered Benefits that you provide to Delta Dental PPO Enrollees. Delta Dental reduces its payments by Patient Payment Amounts, as that term is defined in the "General Terms and Conditions" attachment. Capitalized terms not otherwise defined herein will have meanings set forth in the General Terms and Conditions. In this Agreement, the following terms have these meanings:

1. **Delta Dental PPO Allowance** means the lowest of (a) the fee that Dentist bills Delta Dental, or (b) the fee that Delta Dental of Virginia has established in the Delta Dental PPO Fee Schedule for the Dental Service that the Delta Dental PPO Enrollee receives. For the purposes of this Delta Dental PPO Agreement, when the term "Plan Allowance" is used in the "General Terms and Conditions" attachment, it means the Delta Dental PPO Allowance.
2. **Enrollee** means an individual who, on the date Dental Services are provided, is properly enrolled in, or otherwise eligible to receive, Covered Benefits under a Delta Dental PPO, Delta Dental PPO-only, Delta Dental Premier, Delta Dental PPO Plus Premier, or Delta Dental EPO™ contract issued by any Delta Dental Member Company to a group or individual. Dentist shall verify an Enrollee's eligibility and benefits with Delta Dental before rendering Dental Services or making any representation concerning the Enrollee's coverage or benefits.

Incorporation and Governing Order. The following documents are hereby incorporated by reference into this Agreement and, in the event of a conflict, shall govern in the order listed:

1. This Agreement
2. The Delta Dental PPO Fee Schedule
3. The General Terms and Conditions to this Agreement
4. The Delta Dental of Virginia Participating Dentists' Handbook

INSTRUCTIONS FOR THE DELTA DENTAL PPO DENTIST

To participate in Delta Dental's PPO network, Dentist must:

1. Sign and return to Delta Dental of Virginia the signature page found below; and
2. Provide the information that we request for credentialing purposes.
3. **Be accepted by Delta Dental of Virginia (a confirmation of participation will be sent to the email address provided on the signature page).**

DELTA DENTAL®

Delta Dental PPO™ — participating dentist agreement signature page

Dentist, acting directly or by Dentist's authorized representative, has executed this Delta Dental PPO Agreement. Likewise, Delta Dental of Virginia, acting by its authorized representative, has accepted Dentist's application for participation in its Delta Dental PPO network and executed this Agreement.

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Dentist

Signature _____ Date _____

Printed name _____ Dentist email _____

Phone number _____ Office email _____

National Provider Identifier (NPI) _____

License Number _____

Select your provider type

☐ General dentist ☐ Pediatric dentist ☐ Prosthodontist

Delta Dental of Virginia

By:_____

To be completed by Delta Dental of Virginia upon receipt of signature page:

Date accepted:_____

Representative initials:_____

DELTA DENTAL®

Delta Dental Premier® participating dentist agreement

AMENDED AND RESTATED JANUARY 1, 2027

This Agreement ("Agreement") is between Dentist and Delta Dental of Virginia ("Delta Dental"). It is effective on the date that Delta Dental accepts it (as evidenced by Delta Dental's entry to that effect on the last page of the Agreement) and will remain in effect until either party terminates it in the manner provided for in the "Termination" section of the "General Terms and Conditions" attachment. This Agreement applies specifically to general dentists, pediatric dentists, and prosthodontists and supersedes all prior agreements between Delta Dental and Dentist.

DELTA DENTAL'S PAYMENTS AND PREMIER PROGRAM REQUIREMENTS

In our Delta Dental Premier® network, we base our payments on Delta Dental Premier Allowances. You agree to accept our Delta Dental Premier Allowances as payment in full for Covered Benefits that you provide to our Delta Dental Premier Enrollees. Delta Dental reduces its payments by Patient Payment Amounts. Capitalized terms not otherwise defined herein will have meanings set forth in the General Terms and Conditions. In this Agreement, the following terms have these meanings:

1. **Delta Dental Premier Allowance** means lowest of (a) the fee that Dentist bills Delta Dental, or (b) the fee that Delta Dental of Virginia has established in the Delta Dental Premier Fee Schedule for the Dental Service that our Enrollee receives. For the purposes of this Delta Dental Premier Agreement, when the term Plan Allowance is used in the "General Terms and Conditions" attachment, it means the Delta Dental Premier Allowance.
2. **Enrollee** means an individual who, on the date Dental Services are provided, is properly enrolled in, or otherwise eligible to receive, Covered Benefits under a Delta Dental Premier or Delta Dental PPO Plus Premier contract issued by any Delta Dental Member Company to a group or individual.

Individuals enrolled in:

- Delta Dental PPO plans: may be eligible for Covered Benefits when services are rendered by a Delta Dental Premier Dentist;
- Delta Dental PPO-only and Delta Dental EPO™ plans: are not eligible for Covered Benefits when services are rendered by a Delta Dental Premier Dentist.

Dentist shall verify an Enrollee's eligibility and benefits with Delta Dental before rendering Dental Services or making any representation concerning the Enrollee's coverage or benefits.

Incorporation and Governing Order. The following documents are hereby incorporated by reference into this Agreement and, in the event of a conflict, shall govern in the order listed:

1. This Agreement
2. The Delta Dental Premier Fee Schedule
3. The General Terms and Conditions to this Agreement
4. The Delta Dental of Virginia Participating Dentists' Handbook

INSTRUCTIONS FOR THE DELTA DENTAL PREMIER DENTIST

To participate in Delta Dental's Premier network, Dentist must:

1. Sign and return to Delta Dental of Virginia the signature page found below;
2. Provide the information that we request for credentialing purposes; and
3. **Be accepted by Delta Dental of Virginia (a confirmation of participation will be sent to the email address provided on the signature page)**

DELTA DENTAL®

Delta Dental Premier® participating dentist agreement signature page

Dentist, acting directly or by Dentist's authorized representative, has executed this Delta Dental Premier Participating Dentist Agreement. Likewise, Delta Dental of Virginia, acting by its authorized representative, has accepted Dentist's application for participation in its Delta Dental Premier network and executed this Agreement.

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Dentist

Signature _____ Date _____

Printed name _____ Dentist email _____

Phone number _____ Office email _____

National Provider Identifier (NPI) _____

License Number _____

Select your provider type

☐ General dentist ☐ Pediatric dentist ☐ Prosthodontist

Delta Dental of Virginia

By: _____

To be completed by Delta Dental of Virginia upon receipt of signature page:

Date accepted: _____

Representative initials: _____

DELTA DENTAL®

Delta Dental Specialist participating dentist agreement

AMENDED AND RESTATED JANUARY 1, 2027

This Agreement ("Agreement") is between Dentist and Delta Dental of Virginia ("Delta Dental"). It is effective on the date that Delta Dental accepts it (as evidenced by Delta Dental's entry to that effect on the last page of the Agreement) and will remain in effect until either party terminates it in the manner provided for in the "Termination" section of the "General Terms and Conditions" attachment. This Agreement applies to dental anesthesiologists, endodontists, oral surgeons, orthodontists, and periodontists and supersedes all prior agreements between Delta Dental and Dentist.

DELTA DENTAL'S PAYMENTS AND PROGRAM REQUIREMENTS

Under this Agreement we base our payments on the Delta Dental Specialist Allowance. You agree to accept the Delta Dental Specialist Allowance as payment in full for Covered Benefits that you provide to Enrollees. Delta Dental reduces its payments by Patient Payment Amounts, as that term is defined in the General Terms and Conditions attachment. Capitalized terms not otherwise defined herein will have meanings set forth in the General Terms and Conditions.

1. **Delta Dental Specialist Allowance** means the lowest of (a) the fee that Dentist bills Delta Dental, or (b) the fee that Delta Dental of Virginia has established in the Delta Dental Specialist Fee Schedule for the Dental Service that the Enrollee receives. For the purposes of this Agreement, when the term "Plan Allowance" is used in the General Terms and Conditions attachment, it means the Delta Dental Specialist Allowance.
2. **Enrollee** means an individual who, on the date Dental Services are provided, is properly enrolled in, or otherwise eligible to receive, Covered Benefits under a Delta Dental PPO, Delta Dental PPO Plus Premier™ or Delta Dental EPO™ contract issued by any Delta Dental Member Company to a group or individual. Dentist shall verify an Enrollee's eligibility and benefits with Delta Dental before rendering Dental Services or making any representation concerning the Enrollee's coverage or benefits.

Incorporation and Governing Order. The following documents are hereby incorporated by reference into this Agreement and, in the event of a conflict, shall govern in the order listed:

1. This Agreement
2. The Delta Dental Specialist Fee Schedule
3. The General Terms and Conditions to this Agreement
4. The Delta Dental of Virginia Participating Dentists' Handbook

INSTRUCTIONS FOR DENTIST

To participate with Delta Dental, Dentist must:

1. Sign and return to Delta Dental of Virginia the signature page found below;
2. Provide the information that we request for credentialing purposes; and
3. **Be accepted by Delta Dental of Virginia (a confirmation of participation will be sent to the email address provided on the signature page).**

DELTA DENTAL®

Delta Dental Premier® participating dentist agreement signature page

Dentist, acting directly or by Dentist's authorized representative, has executed this Delta Dental Participating Specialist Agreement. Likewise, Delta Dental of Virginia, acting by its authorized representative, has accepted Dentist's application for participation in its Delta Dental Premier and Delta Dental PPO networks and executed this Agreement.

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Dentist

Signature _____ Date _____

Printed name _____ Dentist email _____

Phone number _____ Office email _____

National Provider Identifier (NPI) _____

License Number _____

Select your provider type

☐ Dental anesthesiologist ☐ Endodontist ☐ Oral surgeon ☐ Orthodontist ☐ Periodontist

Delta Dental of Virginia

By:_____

To be completed by Delta Dental of Virginia upon receipt of signature page:

Date accepted:_____

Representative initials:_____

DELTA DENTAL®

Delta Dental Medicare Advantage™ participating dentist agreement

AMENDED AND RESTATED JANUARY 1, 2027

This Agreement ("Agreement") is between Dentist and Delta Dental of Virginia ("Delta Dental"). It is effective on the date that Delta Dental accepts it (as evidenced by Delta Dental's entry to that effect on the last page of the Agreement) and will remain in effect until either party terminates it in the manner provided for in the "Termination" section of the "General Terms and Conditions" attachment. This Agreement applies specifically to Delta Dental's Delta Dental Medicare Advantage program and supersedes all prior agreements between Delta Dental and Dentist.

DELTA DENTAL'S PAYMENTS AND OTHER DELTA DENTAL MEDICARE ADVANTAGE PROGRAM REQUIREMENTS

As a Delta Dental Medicare Advantage network dentist, you will be reimbursed pursuant to your current commercial Delta Dental Participating Agreement (e.g., Delta Dental PPO™ , Delta Dental Premier® or Delta Dental Specialist) and agree to accept such reimbursement as payment in full for Covered Benefits that you provide to Delta Dental Medicare Advantage Enrollees. You agree to accept the applicable Plan Allowance, as set forth in your current Delta Dental Participating Agreement, as payment in full for Covered Benefits that you provide to Delta Dental Medicare Advantage Enrollees. Delta Dental reduces its payments by Patient Payment Amounts, as that term is defined in the "General Terms and Conditions" attachment.

In this Agreement, terms have the same meaning as provided for in your Delta Dental PPO Participating Agreement, your Delta Dental Premier Participating Agreement or your Delta Dental Specialist Participating Agreement, as applicable based on your participation.

Incorporation and Governing Order. The following documents are hereby incorporated by reference into this Agreement and, in the event of a conflict, shall govern in the order listed below. If Dentist also participates in the Delta Dental PPO network, Delta Dental Premier network or Delta Dental Specialist network, the terms of the Medicare Advantage Terms and Conditions will control in the event of a conflict and with respect to Medicare Advantage Enrollees.

1. This Agreement
2. Your current applicable Delta Dental commercial network fee schedule
3. The Medicare Advantage Terms and Conditions
4. The General Terms and Conditions to this Agreement
5. The Delta Dental Participating Dentists' Handbook

INSTRUCTIONS FOR THE DELTA DENTAL MEDICARE ADVANTAGE DENTIST

To participate in Delta Dental's Medicare Advantage network, Dentist must:

1. Sign and return to Delta Dental of Virginia the signature page found below;
2. Provide the information that we request for credentialing purposes; and
3. **Be accepted by Delta Dental of Virginia (a confirmation of participation will be sent to the email address provided on the signature page).**

DELTA DENTAL®

Delta Dental Medicare Advantage™ participating dentist agreement signature page

Dentist, acting directly or by Dentist's authorized representative, has executed this Delta Dental Medicare Advantage™ Agreement. Likewise, Delta Dental of Virginia, acting by its authorized representative, has accepted Dentist's application for participation in its Delta Dental Medicare Advantage network and executed this Agreement.

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Dentist

Signature	Date
Printed name	Dentist email
Phone number	Office email

National Provider Identifier (NPI)

License Number

Delta Dental of Virginia

By:_____

To be completed by Delta Dental of Virginia upon receipt of signature page:

Date Accepted by Delta Dental of Virginia:_____

Delta Dental of Virginia Representative Initials:_____

DELTA DENTAL®

Participating dentist agreement terms and conditions

SECTION I: DEFINITIONS, PAYMENT FOR COVERED BENEFITS, DENTIST PORTAL

1. Definitions

As used in this Agreement, the following terms have the following meanings:

a. **Benefit Maximum** is the maximum dollar amount that we will pay for Covered Benefits during the benefit period specified in the Enrollee's Dental Services plan (a calendar year, for example).

b. **Claim** is any bill, claim, or proof of loss made by or on behalf of the Enrollee or You to Delta Dental (or Delta Dental's intermediary, administrator or designated representative) under the Agreement for payment for Dental Services under any program of Dental Services that Delta Dental insures; however, a "claim" shall not include a request for payment of a capitation fee or withholding.

c. **Clean Claim** means a claim that contains all information and supporting documentation required for the applicable procedure, as set forth in the Handbook, and for which no additional information, correction, or clarification is necessary to adjudicate the claim and make applicable payment(s). A claim shall also be deemed a Clean Claim if Delta Dental fails to timely notify the person submitting the claim of any defect, impropriety, or missing information in accordance with this Agreement.

d. **Coinsurance** is a fixed percentage of the Plan Allowance that Enrollee must pay for a Covered Benefit. Coinsurance reduces the amount that we would otherwise pay for a Covered Benefit.

e. **Copayment** means a fixed dollar amount of the Plan Allowance that Enrollee must pay for a Covered Benefit. A Copayment reduces the amount that we would otherwise pay for a Covered Benefit.

f. **Covered Benefits** means the Dental Services for which benefits are available to an Enrollee under the applicable Plan as of the date the Dental Services are rendered, subject to the Benefit Plan's eligibility requirements, coverage provisions, limitations, exclusions, predeterminations, coordination of benefits provisions, and other applicable terms and conditions, as administered in accordance with applicable law. Nothing in this Agreement authorizes the imposition, collection, or retention of a fee, charge, or other amount to the extent prohibited by applicable law.

g. **Deductible** is a fixed dollar amount that an Enrollee must pay for Covered Benefits before we begin to pay for Covered Benefits. A Deductible reduces the amount that we would otherwise pay for Covered Benefits.

h. **Delta Dental Member Company** means any company licensed to use the Delta Dental name and service mark which has entered into a "DeltaUSA Interplan Participating Agreement" or a

Continued on next page

successor agreement that is in effect on the date on which the Dental Services are provided. As used herein, the term "Delta Dental" may refer to Delta Dental of Virginia or any Delta Dental Member Company, as applicable.

i. **Dental Service(s)** mean care and procedures provided for the diagnosis, treatment of dental disease or injury, and services provided to promote overall oral health and well-being. Not all Dental Services are Covered Benefits.

j. **Dentally-Necessary or Dental Necessity** means those Dental Services that a dentist or other qualified dental professional, exercising prudent clinical judgment, would provide to a patient for the purpose of preventing, evaluating, diagnosing or treating a dental injury, disease or its symptoms. Dentally Necessary services must be (a) in accordance with generally accepted standards of dental practice; (b) clinically appropriate, in terms of type, frequency, extent, site and duration, and considered effective for the patient's injury or disease; (c) not primarily performed for the convenience of the patient, the dentist, other dental professional or health care provider; and (d) not more costly than an alternative service at least as likely to produce equivalent therapeutic or diagnostic results as to the diagnosis or treatment of the patient's injury or disease.

   "Dental Necessity" includes (without limitation) treatments involving dental structures and pathology which, while rarely "medically" necessary, are essential to resolve the condition of dental disease or pathosis.

   A "medically" necessary situation as it relates to dental therapies is one in which failure to provide the Dental Services would result in deleterious effects to the patient's overall health status or are necessary to sustain the patient's life.

   For these purposes, "generally accepted standards of dental practice" mean standards that are credible, scientific, evidence-based and published in peer-reviewed dental literature generally recognized by the relevant dental community, or otherwise consistent with the applicable dental specialty association's recommendations and the views of practitioners in the relevant clinical areas.

k. **Dentist, You, or Your** means the individual dentist who has entered into the Agreement and which Delta Dental of Virginia has accepted as a Delta Dental of Virginia Participating Dentist. Whenever the term "You" or "Your" is used in the Agreement, it means the dentist and any other dental care professional, employee or subcontractor who provides Dental Services to our Enrollees under the Dentist's supervision.

l. **Enrollee** has the same meaning as set forth in your applicable Participating Dentist Agreement.

m. **Handbook** means the Delta Dental of Virginia Participating Dentists' Handbook, as made available by Delta Dental to Dentist through the secure Dentist Portal.

n. **Our, Us or We** means Delta Dental of Virginia or the applicable Delta Dental Member Company as the context of use warrants, whether such terms are capitalized or not.

Continued on next page

Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

o. **Participating Dentist** means a dentist who has entered into a Participating Dentist Agreement with Delta Dental of Virginia, which is in effect on the date on which the Dental Service is provided. As a Participating Dentist with Delta Dental of Virginia, You, also participate as a Participating Dentist with all other Delta Dental Member Companies across the country.

p. **Patient Payment Amounts** mean Coinsurance, Copayments, Deductibles, and other charges for Covered Benefits for which our Enrollees are responsible under their group or individual Dental Services contracts with Delta Dental Member Companies.

q. **Plan(s)** means the Enrollee's policy of benefits for which Covered Benefits are considered for reimbursment based on Dentist's applicable Participating Dentist Agreement.

r. **Plan Allowance** means the contracted fee as represented in the fee schedule applicable to the network-specific agreement under which you are a Participating Dentist and is the maximum amount on which Delta Dental's payment is based.

s. **Retroactive Denial** of a previously paid claim or retroactive denial of payment means any attempt by Delta Dental to retroactively collect payments already made to you with respect to a claim by reducing other payments currently owed to you, by withholding or setting off against future payments, or in any other manner reducing or affecting the future claim payments to you.

2. Payment for Covered Benefits

a. **Terms Applicable to the Delta Dental Specialist and Delta Dental PPO™ Networks.** Delta Dental agrees to compensate Dentists pursuant to the Delta Dental Specialist Participating Dentist Agreement and/or the Delta Dental PPO Participating Dentist Agreement, as may be applicable, in the following manner:

i. The submitted charge for any Covered Benefit will be compared to the Plan Allowance. The lesser of the submitted charge or the Plan Allowance (the "Delta Dental PPO Allowance") will be used to compute the patient copayment or coinsurance and compensation due to Dentist from Delta Dental. Dentist agrees to accept the Delta Dental PPO Allowance as payment in full for Covered Benefits that You provide to our Delta Dental PPO™ Plan Enrollees. Delta Dental reduces its payment by Patient Payment Amounts. For all Covered Benefits, Dentist agrees that it will not collect from any Enrollee any amount greater than the Delta Dental PPO Allowance.

ii. Subject to the foregoing, Delta Dental agrees to pay Dentist or Dentist's designee for Covered Benefits performed by Dentist for any Enrollees enrolled in the Delta Dental PPO™ Plan in accordance with the Delta Dental PPO or Delta Dental Specialist Fee Schedule, as applicable.

iii. If Dentist participates in the Delta Dental Premier® network and the Delta Dental PPO™ network and/or the Delta Dental Specialist network, then Delta Dental shall pay Dentist or Dentist's designee for Covered Benefits performed by Dentist for any Enrollees enrolled in either the Delta Dental PPO™ Plan or the Delta Dental PPO Plus Premier™ Plan in accordance with the Delta Dental PPO or Delta Dental Specialist Fee Schedule, as applicable.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

b. Terms Applicable to the Delta Dental Premier® Network. Delta Dental agrees to compensate Dentists enrolled in the Delta Dental Premier Network in the following manner:

i. The submitted charge for any Covered Benefit will be compared to the Plan Allowance. The lesser of the submitted charge or the Plan Allowance (the "Delta Dental Premier Allowance") will be used to compute the patient copayment and compensation due to Dentist from Delta Dental. Dentist agrees to accept the Delta Dental Premier Allowance as payment in full for Covered Benefits that You provide to our Delta Dental Premier® Plan Enrollees. Delta Dental reduces its payment by Patient Payment Amounts. For all Covered Benefits, Dentist agrees that it will not collect from any Enrollee any amount greater than Delta Dental Premier Allowance.

ii. Subject to the foregoing, Delta Dental agrees to pay Dentist or Dentist's designee for Covered Benefits performed by Dentist on any Enrollees enrolled in the Delta Dental Premier® Plan in accordance with the Premier Fee Schedule.

iii. If Dentist participates in the Delta Dental Premier® network (and not the Delta Dental PPO™ network or Delta Dental Specialist network), then Delta Dental shall pay Dentist or Dentist's designee for Covered Benefits performed by Dentist on any Enrollees enrolled in either the Delta Dental PPO™ Plan or the Delta Dental Premier™ Plan in accordance with the Premier Fee Schedule.

c. Term Applicable to all Networks.

i. Dentist shall ensure that claims are submitted for payment in a manner and format required by Delta Dental (a clean claim). Failure to submit claims for payment in the manner and format required by Delta Dental shall constitute grounds for the denial of such claim.

ii. Where an Enrollee is covered by more than one insurance or dental benefits policy, Dentist shall submit claims to the carrier for each policy in accordance with applicable law concerning coordination of benefits and the Handbook.

iii. Dentist or Dentist's designee shall receive payments from Delta Dental via Dentist's chosen payment method. In the event Dentist has not selected an electronic payment method, as offered by Delta Dental and selected by Dentist (i.e. ACH, EFT or virtual credit card), Dentist will receive payments via paper check.

iv. Enrollees shall not, under any circumstances, be liable to Dentist for any amount owed by Delta Dental and Dentist shall not bill, charge, collect, or attempt to collect from an Enrollee, any money owed by Delta Dental. Dentist may, however, collect applicable Deductibles and Coinsurance amounts from Enrollees prior to or on the date of service for Covered Services, in accordance with the applicable Plan.

v. Dentist shall not waive any deductibles, coinsurance, or co-payments required under any Plan.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

vi. It is the responsibility of Dentist to collect applicable coinsurance, copayments, or deductibles from Enrollees pursuant to the evidence of coverage within 12 months of the completion of the respective Dental Services.

vii. Dentist agrees to submit claims on behalf of Enrollees to Delta Dental within 12 months of completion of the respective Dental Services.

viii. Dentist affirmatively waives its right to reimbursement (1) by Delta Dental for Delta Dental's share of the service and (2) by the Enrollee for Enrollee's share of the service, and agrees not to attempt to collect reimbursement for such service from Delta Dental or Enrollee if any of the following events occur:

1. If a claim is not submitted to Delta Dental within 12 months of completion of the respective Dental Service;

2. If Dentist fails to collect the appropriate coinsurance, co-payment or other Enrollee's share from an Enrollee within 12 months of completion of the respective Dental Service;

3. If Dentist fails to provide Delta Dental with any information requested by Delta Dental relating to a claim;

4. If Dentist is not properly and actively licensed, credentialed and covered by the requisite liability insurance as set forth herein at the time of service; or

5. If Dentist is not in full compliance with their representations and warranties, and all other terms and conditions of this Agreement.

ix. Subject to Section III, 8, entitled "Retroactive Denials; Limitations", any adjustments to claims required as a result of underpayment or overpayment by the Dentist or Delta Dental shall be limited to 12 months from the original date of payment or denial.

x. Delta Dental will comply with the prompt payment requirements and applicable interest payment requirements set forth by the Commonwealth of Virginia to the extent such requirements apply to the applicable Plan.

xi. Dentist acknowledges and agrees that the reimbursement payments from Delta Dental to Dentist hereunder are reasonable and not nominal or de minimis.

3. Dentist Portal. Once Delta Dental of Virginia has completed its credentialing process and has approved Dentist's participation in the network, Dentist will be granted access to Delta Dental of Virginia's secure web portal for Dentists (the "Dentist Portal") for the purpose of viewing information, including member benefit information, claims payment status, fee schedules, Dentist documentation and claims submission. Dentist's access to and use of the Dentist Portal is subject to Delta Dental of Virginia's discretion, the terms of this Agreement, and any other terms and conditions applicable to the Dentist Portal (as provided by Delta Dental of Virginia to Dentist within the Dentist Portal or otherwise).

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

a. Dentist is solely responsible for managing access through its account to the Dentist Portal, for securing its username and password, and for any violation of the terms and conditions applicable to the Dentist Portal by Dentist or anyone accessing the Dentist Portal through Dentist's username and password. Delta Dental of Virginia shall not be liable for Dentist's failure to properly secure its usernames and passwords.

b. Dentist shall be solely responsible for all access to its account in the Dentist Portal, and for the accuracy and completeness of all data entered by Dentist in the Dentist Portal.

c. Dentist acknowledges that the Dentist Portal permits access to Protected Health Information ("PHI") as that term is defined by the Health Insurance Portability and Accountability Act ("HIPAA"). Dentist certifies that, when using the Dentist Portal, it will abide by the provisions of HIPAA and all other applicable law. Dentist shall not use the Dentist Portal for any purpose other than viewing the information therein for its own business use in compliance with applicable law.

d. Delta Dental of Virginia reserves the right to suspend Dentist's access to the Dentist Portal at any time to prevent or mitigate any real or potential security threat or vulnerability, or if Delta Dental of Virginia reasonably suspects that Dentist is in violation of any provision of this Agreement or applicable law, or that Dentist's username and password has been compromised. Dentist agrees to notify Delta Dental of Virginia immediately at any time that Dentist suspects any of the foregoing.

e. Dentist acknowledges and agrees that Delta Dental of Virginia (or its licensors) retains sole title, right and interest in the intellectual property rights of the Dentist Portal including, but not limited to, any applicable patents, trademarks and/or copyrights. Dentist shall not attempt to reproduce, modify, reverse assemble, reverse compile, or reverse engineer the source code of the Dentist Portal.

f. Dentist acknowledges and agrees that Delta Dental of Virginia may employ certain web tracking technologies on the Dentist Portal to track Dentist's use of and engagement with the Dentist Portal and certain functional components therein. By signing this Agreement and using the Dentist Portal, Dentist consents and agrees to Delta Dental of Virginia's use of such tracking technologies.

SECTION II: DENTIST'S OBLIGATIONS

1. License, Certificates, and Authorizations. You are a duly qualified and practicing dentist who holds a valid and unrestricted license to practice dentistry in the Commonwealth of Virginia and any other jurisdiction in which you provide Dental Services to Enrollees. You must maintain, in good standing, all licenses, specialty certificates, and other authorizations of any kind that are required to conduct Your practice. You must immediately, but in no event later than five business days, notify Delta Dental of Virginia of any adverse action relating to any of these licenses, certificates or authorizations by any licensing board, certifying board or other organization.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

2. Credentialing and Re-Credentialing. Delta Dental of Virginia has established a credentialing program to ensure that Participating Dentists meet our standards for licensure, certification, provision of Dental Services, and require liability insurance coverage. You must cooperate fully with our credentialing and re-credentialing program. We require credentialing documentation at the time that You apply to become a Participating Dentist. The types of documentation we require includes, without limitation, a current valid license; specialty certification (if applicable); practice or work history for the prior five years; current, adequate malpractice insurance coverage; and malpractice claims history for at least the prior five years. You must notify us at least 14 business days prior to any changes to Your previously submitted credentialing documentation, including but not limited to, Your practice's name, address, phone number, or type of practice, and within three business days after You are notified in writing of any malpractice claim filed against You or Your practice or any revocation, suspension or probationary action involving your license to practice dentistry.

3. Dentist/Patient Relationship. This Agreement does not alter Your professional relationship with Your patients, including those patients which are also our Enrollees. You are solely responsible to Enrollees for Your diagnosis, care, and treatment. Any decision concerning the provision of a Dental Service is Your decision and any decision concerning the receipt of a Dental Service is the Enrollee's decision, regardless of whether the service is a Covered Benefit. You are an independent contractor, and neither Delta Dental nor any health plan through which Your patient is enrolled will have any control over Your practice and/or Your relationship with Your patients. Our decision to include you as a Participating Dentist does not constitute an endorsement of your qualifications, fitness, or suitability to perform any service.

4. Complying with Laws, Rules, Regulations, and Ordinances. You will comply with all federal, state, and local laws, rules, regulations, and ordinances that are applicable to Your practice, including (without limitation) the United States Department of Health and Human Services' rules and regulations; OSHA rules and regulations; Center for Disease Control rules, regulations and guidelines; the Health Insurance Portability and Accountability Act (HIPAA) and other applicable privacy rules; applicable requirements of the Department of Health, Board of Dentistry, and equivalent bodies in the state or other jurisdiction in which Dental Services are provided.

5. Standards of Care. Dentist agrees to provide Dental Services to Enrollees who are eligible for benefits under the Plan in accordance with this Agreement and the Handbook. Dentist shall provide Dental Services to Enrollees in accordance with applicable law, licensure requirements, and generally accepted professional standards applicable to Dentist's type of practice, specialty, or subspecialty. Dentist shall ensure that the quality and availability of Dental Services provided to Enrollees are not less than the quality and availability of Dental Services provided to other patients to whom Dentist provides services. Nothing in this Agreement limits, restricts, or otherwise prohibits Dentist from fully discussing or disclosing all Dental Service treatment options to Enrollees, whether or not such treatment options are Covered Benefits, when Dentist determines that such options are clinically appropriate and in the Enrollee's best interest.

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Participating dentist agreement terms and conditions (continued)

Dental Services that are (a) demonstrably below generally accepted standards of dental practice; (b) clinically inappropriate in terms of type, frequency, extent, site, or duration; or (c) generally considered ineffective for the diagnosis or treatment of the patient's injury or disease are considered services not billable to Enrollees. You may not bill or otherwise collect from our Enrollees any fee for Dental Services of this type, and You will promptly refund to our Enrollees any Patient Payment Amounts that have been collected for these services.

6. Claims and Payments.

a. Filing Claims. Except as provided herein, You must submit claims to us for all Dental Services and procedures as described and set forth in the current edition of the American Dental Association's Code on Dental Procedures and Nomenclature ("CDT"), regardless of whether such Dental Service constitutes a Covered Service, that You provide to our Enrollees within 12 months after (i) the date on which the Dental Service is completed or (ii) the last day on which the last Dental Service in a series of related Dental Services is completed (if a series is required). Completion dates include the seating date for crowns and bridges, delivery of partial or complete dentures, and final fill for root canal treatment. There is a different timely filing period for orthodontic services. You must file claims for orthodontic services after banding or initial placement of an orthodontic device. Delta Dental then makes periodic payments according to the applicable Plan documents for orthodontic services over the entire course of orthodontic treatment up to the Benefit Maximum under the Enrollee's Dental Services Plan. For all Dental Services, You must submit claims on standard claim forms or by another means of reasonable, timely, and accurate claims submission (including electronic submission) to which Delta Dental of Virginia has agreed in advance. You must identify Dental Services provided to our Enrollees using dental nomenclature from the current edition of the CDT publication. Amounts that You bill us will not exceed amounts that you typically charge the general public for Dental Services. If you discount Your usual fees for Dental Services, whether as a professional courtesy to the patient or as part of a commercial arrangement that provides for discounted fees, You agree to bill us no more than the discounted fee for the Dental Service that You provide to our Enrollee. Claims for Dental Services should be submitted directly to the Enrollee's respective Delta Dental Member Company if that company is other than Delta Dental of Virginia.

You agree to bill us for Dental Services using the CDT procedure codes that most accurately describe the Dental Services that You provide to our Enrollees. We base our payment on our determination of the most accurate CDT procedure code. You must not bill for Dental Services using multiple CDT procedure codes if there is a single, more comprehensive CDT code for the Dental Service(s). We base our payment on the Plan Allowance for the more comprehensive code, not on the Plan Allowances for the underlying component codes. For information regarding these and other uniform claims processing policies and procedures, please refer to the Handbook.

b. Fee Adjustments. We recognize that there are special circumstances that may make some Enrollees' dental treatment more complicated than others. In these circumstances, You may request that we consider an adjustment to the Plan Allowance. Your request must include a written

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description of the special circumstances and reasons for the adjustment. You may make the request in a separate letter attached to the claim form or as part of a request for reconsideration. Timely filing rules described in Paragraph 6.a. in this section also apply to fee adjustment requests.

c. Optional Treatment. After consulting with You, an Enrollee may select a Dental Service that is different from, or more costly than, the Dental Service that we determine to be Dentally Necessary for the diagnosis or treatment of the Enrollee's condition ("Optional Treatment"). Delta Dental of Virginia's payment for any Optional Treatment shall be limited to the Plan Allowance for the Covered Benefit that Delta Dental of Virginia determines is Dentally Necessary for the diagnosis or treatment of the Enrollee's condition. The Enrollee is responsible for the difference between the Plan Allowance for the Optional Treatment and the Plan Allowance for the Dentally Necessary Covered Benefit.

d. Enrollee's Payments. Except as otherwise specifically provided in this Agreement, You will not bill or otherwise collect from our Enrollees the differences between Your charges for Dental Services and the Plan Allowances for these services. In the special circumstances described in paragraph 6.b. and 6.c. of this section, You will not bill or otherwise collect from our Enrollees the differences between Your charges for Dental Services and the Plan Allowance(s) associated with the Optional Treatment. You agree not to waive Patient Payment Amounts, and You will make reasonable efforts to collect Patient Payment Amounts. You may request these amounts in advance or at the time of treatment. You will not bill us or otherwise collect from our Enrollees any amount for any service that is not a Dental Service, including without limitation, a charge to complete a claim form, copy records or respond to our request for additional information. You will not charge our Enrollees, either in advance or otherwise, for any part of Your bill that is payable by a Delta Dental Member Company, including Delta Dental of Virginia.

7. Contract Compliance — Audit and Enforcement.

a. You agree to maintain legible, accurate and complete patient treatment, financial and accounting records in accordance with generally accepted dental office management practices and the Handbook. Without limiting the scope of the preceding requirement, You agree to retain these records during the term of the Agreement and for at least six years after its termination. You agree to provide verification that the fees charged to Enrollees are in accordance with the applicable network fee schedule, and that You will allow upon request, a representative of Delta Dental of Virginia to examine such records as necessary to provide this proof.

b. You agree to cooperate fully in our quality and post-treatment claims review programs. You agree to furnish, without charge, copies of our Enrollees' dental records, including X-rays and written or electronic patient records that we reasonably request, for a period of up to six years after (a) the date on which the Dental Service is completed or (b) the last day on which the last Dental Service in a series of related Dental Services is completed (if a series is required). You must provide us with access, during your regular business hours and upon reasonable advance notice, to records that relate to Your compliance with the terms of this Agreement, the Dental Services

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provided to our Enrollees as well as charges to and payments from our Enrollees in sufficient form and quality (as reasonably requested by Delta Dental). Your obligation to keep and provide these records to us will not terminate upon the termination of this Agreement, regardless of the reason for termination.

c. Dentist agrees, to the extent any payment delivered to Dentist by Delta Dental was delivered in error, or as the result of fraud, waste, or abuse by Dentist, Dentist will fully cooperate and comply with any investigation of such error, fraud, waste, or abuse, and that Delta Dental is authorized to withhold from subsequent payment any amounts determined in Delta Dental's sole and absolute discretion, to have been the result of error, fraud, waste or abuse.

d. Dentist agrees to cooperate with and participate in all Delta Dental quality improvement activities to improve the quality of care and services and member experience.

e. Dentist agrees to allow Delta Dental of Virginia to access and use all performance data it collects related to Dentist's volume or quality of Dental Services delivered to Enrollees for quality improvement purposes or any other reasonable business purpose.

8. Uniform Policies and Procedures. You agree to abide by Delta Dental's uniform policies and procedures as provided for in the Handbook. These include our billing procedures, utilization review standards, and quality assurance programs for Delta Dental Participating Dentists. In addition, You must cooperate fully with utilization review and quality assurance programs that are implemented for our Enrollees' benefit. Upon reasonable advance request, You may be asked to complete and provide us with periodic quality assurance surveys.

9. Confidential and Proprietary Information. You will maintain the confidentiality of Enrollee records in accordance with applicable federal and state laws and regulations and Delta Dental of Virginia's uniform policies and procedures as set forth in the Handbook. In addition, the terms of this Agreement, including any associated Exhibits, Amendments, Addendums, Appendices, Fee Schedules and the like, customer names and addresses, the Handbook and other descriptions of utilization and quality review programs, internal operations, and reimbursement methodologies, and any other documents and materials provided to You under this Agreement which are not otherwise available to the public, are our confidential and proprietary documents. Except as otherwise required by law, You will maintain the confidentiality of these documents and, at our request, return them to us after termination of the Agreement.

10. Insurance. You will, at Your cost and expense, procure and maintain policies of general liability, malpractice and other insurance necessary to insure against liability, claims or damages arising by reason of personal injuries or death to our Enrollees, occasioned directly or indirectly by Your acts or omissions ("Insurance Coverage"). The amount of this Insurance Coverage must be customary and reasonable for Your type of practice, specialty or subspecialty, and the prevailing practices in the area in which You practice. Upon request, You must provide us with a certificate of insurance or other documentation which confirms that Insurance Coverage is in force. You must notify us immediately

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Participating dentist agreement terms and conditions (continued)

of the cancellation of Insurance Coverage. If, during the period in which You provide Dental Services to our Enrollees, You maintain professional liability insurance on a "claims incurred" basis, You must maintain in force sufficient "tail" insurance to assure full and continuing coverage through the policy's extended reporting period.

11. Non-discrimination. You may not discriminate in the treatment or quality of Dental Services provided to Enrollees on the basis of race, color, religion, sex, sexual orientation, age, disability, national origin, Vietnam-era veteran's status, ancestry, health status or need for health services of these Enrollees and without regard to source of payments made for health services rendered to these Enrollees. You will make your professional services accessible to Enrollees during the same hours and with the same intensity as You make those services available to non-Enrollees.

Dentist shall comply with all applicable federal, state, and local laws governing nondiscrimination, equal employment opportunity, and accessibility, including, as applicable, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and their implementing regulations. To the extent applicable to Dentist and the Dental Services furnished under this Agreement, Dentist shall comply with the U.S. Department of Health and Human Services' regulations at 45 C.F.R. Part 84 and applicable CMS and state Medicaid managed-care requirements, including 42 C.F.R. Parts 417 and 434. Dentist shall provide reasonable access to covered services for individuals with disabilities as required by applicable law. You may not discriminate against any Enrollee solely due to the Enrollee's status as a litigant in pending litigation or a potential litigant due to being involved in a motor vehicle accident in accordance with the Code of Virginia §38.2-3407.15.B.13.

12. Hold Harmless. You agree that in no event, including but not limited to non-payment by Delta Dental or a carrier that has embedded a Delta Dental dental services plan as part of its qualified medical plan (for purposes of this Section 12, the latter hereinafter "Plan"), insolvency of Delta Dental or Plan, or breach of this Agreement, will You bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against Enrollees or persons other than Delta Dental and/or Plan for Covered Benefits provided pursuant to this Agreement, provided however that this provision shall not prohibit collection of applicable Patient Payment Amounts billed in accordance with this Agreement and the terms of the applicable Enrollee contracts or policies.

You agree that (i) this provision shall survive the termination of this Agreement regardless of the cause giving rise to such termination and shall be construed for the benefit of Enrollees; and that (ii) this provision supersedes any oral or written agreement to the contrary now existing or hereafter entered into between Delta Dental or Plan and You and the Enrollee or persons acting on the Enrollee's behalf.

13. Anti-Disparagement. Neither Dentist nor Dentist's staff or agent(s) nor any person employed by or otherwise acting on behalf of Dentist shall make, publish, disseminate, or circulate directly or indirectly, or aid, abet, or encourage the making, publishing, disseminating or circulating of any oral or written statement or pamphlet, circular, article, or literature concerning Delta Dental that is false

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or maliciously critical of Delta Dental and/or is calculated to cause harm to Delta Dental or Delta Dental's image or reputation. Any oral or written statement, or pamphlet, circular, article, or literature distributed by Dentist's staff or agent(s) shall be deemed to be made or distributed by Dentist. A violation of this Section 13 shall be deemed a breach of this Agreement by Dentist for which Delta Dental will have, and may in its sole discretion exercise, a right to terminate this Agreement immediately upon written notice to Dentist.

14. Contact and Payment Information. Dentist acknowledges and agrees that it is Dentist's sole responsibility to provide Delta Dental of Virginia with current, up to date contact information, including email addresses, and current, up to date electronic payment information. Dentist agrees that it will notify Delta Dental of Virginia of any changes to its contact information, including email address and electronic payment information, including by updating its profile through Delta Dental of Virginia's secure website portal, as applicable. Dentist acknowledges and agrees that Delta Dental of Virginia will not be responsible for undelivered and/or unreceived notifications or communications that result from a failure of Dentist to provide Delta Dental of Virginia with and/or maintain current contact information. Furthermore, Dentist acknowledges and agrees that Delta Dental of Virginia will not be responsible for misdirected, undelivered and/or unreceived electronic payments that result from Dentist's failure to provide Delta Dental of Virginia with and/or maintain current electronic payment information.

15. Fair Dealing. Dentist may elect to close their practice to new patients; however, Dentist must provide prior written notice to Delta Dental of such decision in accordance with the notice provisions of this Agreement. Any decision to discontinue accepting new patients must apply uniformly to all prospective patients, regardless of payer, benefit plan, or network affiliation. Dentist shall not selectively refuse to accept new patients based solely on their enrollment in a Delta Dental Plan. Limiting acceptance of new patients to exclude Delta Dental members while continuing to accept other new patients is prohibited and shall be considered a discriminatory practice inconsistent with Dentist's obligations and a material breach of this Agreement.

16. Dentist's Representatives and Authorizations.

a. Third Parties. Dentist represents and warrants that, in the event Dentist engages a third party to engage Delta Dental on their behalf (i.e. automated callers), Dentist has entered into proper contractual agreements with the third party, has performed proper due diligence to ensure the third party is HIPAA compliant and has granted the third party with proper authorization to act on their behalf in the capacity engaged.

b. Appeals. By submitting an appeal on behalf of an Enrollee, Dentist represents and warrants that it has obtained all consents and authorizations necessary to pursue the appeal on the patient's behalf.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

SECTION III: DELTA DENTAL'S OBLIGATIONS

1. Timely Filing. Except as otherwise provided in this Agreement, we will pay a claim for Covered Benefits if it is filed with us in accordance with Section II, 6(a) of this Agreement.

[Explanatory Note: Virginia Code § 38.2-3407.15 requires that the following paragraphs 2 through 12 be part of the Agreement. Paragraphs 2 through 12 apply to each Claim made under Dental Services plans that Delta Dental of Virginia insures directly. The terms and conditions of paragraphs 2 through 12 do not apply to services under any plan that an employer or other group self-insures. They do not apply to any other Delta Dental Member Company's plan. Delta Dental of Virginia's uniform policies and procedures for Delta Dental Participating Dentists, as set forth in the Handbook, and the terms and conditions of our Enrollees' dental plans, to the extent these terms and conditions may differ, apply to and supersede Paragraphs 2 through 12 for all plans to which Virginia Code § 38.2- 3407.15 does not apply.]

2. Claims Payments. Delta Dental of Virginia will pay any Claim for Covered Benefits submitted by You or on Your behalf within 40 days after receipt of the Claim except where either of the following circumstances exist:

a. Delta Dental of Virginia has determined that the Claim is not a Clean Claim due to a good faith determination or dispute regarding (i) the manner in which the Claim form was completed or submitted, (ii) the eligibility of a person for coverage, (iii) the responsibility of another carrier for all or part of the Claim, (iv) the amount of the Claim or the amount currently due under the Claim, (v) the benefits covered, or (vi) the manner in which services were accessed or provided; or

b. The Claim was submitted fraudulently.

3. Delta Dental of Virginia's Claims Records. Delta Dental of Virginia will maintain a written or electronic record of the date of receipt of a Claim. The person submitting the Claim will be entitled to inspect this record and to rely on the record or on any other admissible evidence as proof of the fact of receipt of the Claim, including (without limitation) electronic or facsimile confirmation of receipt of the Claim.

4. Requests for Additional Claims Information. Delta Dental of Virginia will, within 30 days after receipt of a Claim, notify the person submitting the Claim of the defect or impropriety that prevents Delta Dental of Virginia from deeming the Claim a Clean Claim and will request the information and documentation that Delta Dental of Virginia reasonably believes will be required to process and pay the Claim. Upon receipt of the additional information requested under this paragraph necessary to make the original Claim a Clean Claim, Delta Dental of Virginia will make the payment of the Claim in compliance with this section. Delta Dental of Virginia will not refuse to pay a Claim for Dental Services rendered pursuant to this Agreement, which are Covered Benefits, if Delta Dental of Virginia fails to timely notify or attempt to notify the person submitting the Claim of the matters identified above unless such failure was caused in material part by the person submitting the Claim.

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Participating dentist agreement terms and conditions (continued)

DELTA DENTAL®

However, nothing herein will preclude Delta Dental of Virginia from imposing a retroactive denial of payment of such a Claim if the time that has elapsed since the date of the payment of the original Claim does not exceed 12 months. Nothing in this section will require Delta Dental of Virginia to pay a Claim that is not a Clean Claim or to pay for Dental Services that are not Covered Benefits. All notifications and provision of information required under this section shall be delivered electronically in accordance with Section III, 2 below, entitled "Notices; Electronic Signatures and Communications".

5. Interest. Any interest owing or accruing on a Claim under Section 38.2-3407.1 or Section 38.2-4306.1 in Title 38.2 of the Code of Virginia, under any Dentist contract or under any other applicable law, shall, if not sooner paid or required to be paid, be paid, without necessity of demand, at the time the Claim is paid or within 60 days thereafter. [Explanatory Note: For payments made on or after January 1, 2019 for insured or "risk" claims only, no dental or optometric services plan, including Delta Dental of Virginia, is required to pay interest computed under Virginia Code Section 38.2-3407.1 if the total interest is less than $5.00. The Virginia claims "interest" statute does not apply to self-insured plan Claims].

6. Access to Predetermination Review, Authorization and Delta Dental of Virginia's Policies and Procedures.

a. Delta Dental of Virginia has established and implemented reasonable policies to permit You (i) to confirm in advance during normal business hours by free telephone or electronic means if available whether the Dental Services to be provided are Dentally Necessary and Covered Benefits; and (ii) to determine Delta Dental of Virginia's requirements that apply to You or the type of Dental Services that You have contracted to provide under the Agreement for (a) predetermination or authorization of coverage decisions; (b) retroactive reconsideration of a predetermination or authorization of coverage decision or retroactive denial of a previously paid Claim; (c) dentist-specific payment and reimbursement methodology, coding levels and methodology, down-coding and bundling of Claims; and (d) other dentist-specific, applicable Claims processing and payment matters necessary to meet the terms and conditions of the Agreement, including determining whether a Claim is a Clean Claim.

b. Under certain circumstances, Delta Dental of Virginia may notify You in writing that You must submit some or all required Dental Services to Delta Dental of Virginia for prior authorization. In the event You fail to submit a Covered Benefit in accordance with Delta Dental of Virginia's written notification, Delta Dental of Virginia may deny, in whole or in part, Claims for Covered Benefits submitted without this authorization. You may not charge our Enrollee for any such denied amount.

c. Delta Dental of Virginia will make available to You, within 10 business days of receipt of Your request, copies of or reasonable electronic access (if available) to all such policies that apply to You or the particular Dental Services that You have identified. In the event the provision of the

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entire policy would violate any applicable copyright law, Delta Dental of Virginia may instead comply with this paragraph by timely delivering to you a clear explanation of the policy as it applies to You or the particular Dental Services that You have identified.

7. Predetermination of Claims. Delta Dental of Virginia will pay a Claim if it has previously determined that the Enrollee's Dental Service is a Covered Benefit or has advised you or the Enrollee in advance of the provision of Dental Services that the Dental Services are Dentally Necessary and Covered Benefits, unless:

a. The documentation for the Claim provided by the person submitting the claim clearly fails to support the claim as originally authorized; or

b. Delta Dental of Virginia's refusal is because (i) another payer is responsible for the payment; (ii) we have already paid the Claim for Dental Services; (iii) the Claim was submitted fraudulently or the authorization was based in whole or material part on erroneous information that you provided to Delta Dental of Virginia, the Enrollee, or another person not related to Delta Dental of Virginia; or (iv) the person receiving the Dental Services was not eligible to receive them on the date of service and Delta Dental did not know, and with the exercise of reasonable care could not have known, of the person's eligibility status.

8. Retroactive Denials; Limitations. Delta Dental of Virginia will not impose any retroactive denial of a previously paid Claim unless it has provided the reason for the retroactive denial and (a) the original claim was submitted fraudulently; (b) the original Claim payment was incorrect because the Dental Services identified on the Claim have already been paid or you did not deliver the Dental Services identified on the Claim; or (c) the time that has elapsed since the date of the payment of the original challenged Claim does not exceed 12 months. Delta Dental of Virginia will notify you at least 30 days in advance of any retroactive denial of a previously paid Claim. All written communications, explanations, notifications, and related dentist responses applicable to this Section 8 shall be delivered electronically in accordance with Section IV, 2 below, entitled "Notices; Electronic Signatures and Communications".

9. Retroactive Denials; Identification. The provisions of the immediately preceding paragraph notwithstanding, Delta Dental of Virginia will not impose any retroactive denial of payment or in any other way seek recovery or refund of a previously paid Claim unless Delta Dental of Virginia specifies in writing the specific Claim or Claims for which it has imposed the retroactive denial or the recovery or refund is sought. Delta Dental of Virginia will include, in the written communication, an explanation why the Claim is being retroactively adjusted.

10. Access to Reimbursement and Other Information. Delta Dental of Virginia's reimbursement policies that apply to You and Delta Dental of Virginia's statement as to the manner in which Claims will be calculated and paid, which apply to You, are included in this Agreement and/or set forth in the Handbook. Furthermore, all material addenda, schedules and exhibits thereto and any policies

Continued on next page

(including those referred to in Subsection 6 of this Section III) that apply to you or the range of Dental Services that you are reasonably expected to provide under the Agreement are included as part of this Agreement.

11. Copyright Laws. In the event that Delta Dental of Virginia's provision of a policy as required under Subsections 6 or 10 of this Section III would violate any applicable copyright laws, Delta Dental of Virginia may instead comply with this section by providing a clear, written explanation of the policy as it applies to You.

12. Payment Method. Delta Dental of Virginia may utilize a third-party payment service provider. Depending on the payment method selected by Dentist, a transaction fee may apply. Alternative payment methods that do not impose a transaction fee will also be available.

SECTION IV: GENERAL PROVISIONS

1. Term. The term of this Agreement shall commence on the later of (a) the Effective Date set forth above or (b) the date on which Delta Dental of Virginia approves Dentist's credentialing, and shall continue until otherwise terminated pursuant to Section 14 below.

2. Notices; Electronic Signatures and Communications.

a. Notices. Any notice, demand, or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes on the business day following delivery by electronic means pursuant to Subsection (c) below. Dentist agrees that Delta Dental of Virginia will not be responsible for undelivered and/or unreceived notifications or communications that result from a failure of Dentist to provide Delta Dental of Virginia with and/or maintain current contact information pursuant to Subsection (c) below. Communications from Dentist shall be sent to Delta Dental of Virginia's attention at: ProfessionalRelations@deltadentalva.com

b. Consent to Electronic Signatures. Dentist and Delta Dental of Virginia agree to the use of electronic signatures (including the email exchange of any .PDF or the use of any authenticated electronic signature technology such as DocuSign or Adobe Sign) for this Agreement and any other agreements or documentation entered into or delivered pursuant to this Agreement or in connection with this Agreement. Dentist understands that its electronic signature (and any copy of its wet ink signature delivered via electronic means) has the same effect as a hard copy wet ink signature.

c. Consent to Electronic Communications. Dentist further agrees to receive any communications and notices hereunder by email. Dentist represents to Delta Dental of Virginia that its email address as set forth on the signature page hereto is its correct email address as of the date hereof.

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Participating dentist agreement terms and conditions (continued)

Dentist shall promptly provide Delta Dental of Virginia with any changes to its contact information so that at all times Delta Dental of Virginia has on file an accurate email address where Dentist can receive notices and other communications hereunder electronically.

3. Changes to the Agreement. Delta Dental of Virginia may amend this Agreement at any time by providing You with a written copy of the amendment. No amendment to this Agreement or any addendum, schedule, exhibit or policy thereto (or new addendum, schedule, exhibit or policy) that applies to You (or the range of Dental Services that You are reasonably expected to provide to our Enrollees) will be effective as to You, unless (a) you have been notified in writing of the applicable portion of the proposed amendment (or the proposed new addendum, schedule, exhibit or policy) at least 60 calendar days before its effective date and (b) You have failed to notify Delta Dental of Virginia within 30 calendar days after receipt of the document(s) that you will terminate the Agreement at the earliest date thereafter permitted under the Agreement. The preceding provisions in this paragraph notwithstanding, this Agreement may be amended immediately upon written notice from Delta Dental of Virginia so that we may comply with applicable laws, regulations or other government directives.

4. Assignment. Neither party may assign, subcontract, delegate or transfer its duties or obligations under this Agreement unless the other party expressly consents in writing in advance. Any attempted assignment, subcontract, delegation or transfer not in accordance with the terms of this paragraph is void. There are three exceptions: (a) Delta Dental of Virginia may assign its duties or obligations to any entity that controls, is controlled by, or is under common control with Delta Dental of Virginia now or in the future; (b) Delta Dental of Virginia may assign its duties and obligations to any entity that succeeds Delta Dental of Virginia by merger or other reorganization; and (c) Dentist may delegate clinical responsibilities, as permitted by applicable professional standards and as contemplated under the definition of "Dentist" in Section I.

5. Third Party Beneficiaries. With the exception of (i) Section II, 12, entitled "Hold Harmless" and as such Section 12 pertains to Enrollees, and (ii) any other provision in this Agreement which is expressly stated for the benefit of Enrollees, this Agreement is entered into by and among the parties hereto solely for their benefit. The parties have not created or established any third party beneficiary status or rights in any person or entity that is not a party to this Agreement including, without limitation, any other dentist not subject to this Agreement, other provider, subcontractor or third party. Any individual or entity that is not a party to this Agreement does not have the right to enforce any term or condition of this Agreement or enjoy any benefit of this Agreement.

6. Non-Exclusive Agreement. This Agreement is not an exclusive agreement. In other words, we may enter into similar agreements with other dentists and dental practices, and You are not expected to limit your practice to our Enrollees.

7. Use of Name. By entering into this Agreement, you authorize us to include your name and/or the name of your practice, office address, telephone number, type of practice and other pertinent information of any dental facility or organization at which Dentist delivers Dental Services to

Continued on next page

Participating dentist agreement terms and conditions (continued)

Enrollees in our listing of dentists participating in our Dental Services network(s). We may distribute these listings to (without limitation) Enrollees, groups, other Delta Dental Member Companies, participating dentists, and regulatory agencies. You authorize us to release other identifying information about you that is required by federal or state law or by covered groups subject to applicable confidentiality provisions.

8. Force Majeure. Neither party is in violation of this Agreement for failure to comply with the Agreement's terms and conditions if that failure is due to matters beyond the non-complying party's reasonable control (such as acts of God, insurrection, strike, fire, or power outages), provided that the failure is not caused in material part by the non-complying party.

9. Waiver. Either party's waiver of a breach of this Agreement will not be construed to be a waiver of any subsequent breach. Failure to exercise any right or remedy under this Agreement is not a waiver of the right or remedy. All remedies provided in this Agreement are cumulative.

10. Governing Law. The validity, enforceability, construction, and interpretation of this Agreement or any clause of this Agreement shall be governed by the applicable laws of the Commonwealth of Virginia in effect at the time of such construction or enforcement, except the Commonwealth's choice of laws requirements and federal laws that expressly preempt state laws.

11. Invalid or Unenforceable Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision is fully severable. If the severed provision is not material to this Agreement's overall purpose and operation, this Agreement will be construed and enforced as if the illegal, invalid or unenforceable provision had never been part of this Agreement. In this case, the remaining provisions will remain in full force and effect. If the severed provision is material to this Agreement's overall purpose and operation, the Agreement will automatically terminate upon its severance.

12. Liability for Acts and Omissions. Except as otherwise provided herein, each party (the "responsible party") is solely responsible for all direct, compensatory, punitive, indirect, consequential, non- economic or other damages of every type, which are assessed against and/or incurred by the responsible party, whether by verdict, settlement or otherwise, and which arise out of or result from: (a) the acts or omissions of the responsible party and/or the responsible party's employees or subcontractors (provided that under no circumstances will we be liable for a dentist's care for, advice to, or treatment of any Enrollee); (b) the responsible party's breach of any duty or obligation arising under the Agreement; or (c) any violation by the responsible party of any federal, state or local statute, regulation, ordinance, ruling and/or judicial or administrative order that applies to the responsible party or its employees or subcontractors.

13. Resolving Disputes.

a. Arbitration and Resolution. In the event of a dispute under the Agreement, which cannot be satisfactorily resolved between the parties' designated representatives, the dispute must be resolved by arbitration in accordance with the rules and regulations of the American Arbitration

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Association, as then in effect. Either party may initiate arbitration by making a written demand for arbitration on the other party within 60 days of the time the dispute arises. Within 30 days of this demand (or as soon thereafter as reasonably practical), the parties shall each designate an arbitrator and give written notice of such designation to the other party. Within 30 days after receipt of such notices (or as soon thereafter as reasonably practical), the two designated arbitrators shall select a third arbitrator and give notice of the selection to both parties hereto. If the dispute involves Dental Necessity or requires professional dental judgment, at least two of the arbitrators will be dentists who have experience with or dental expertise in the subject matter at issue. The three arbitrators shall hold a hearing and decide the matter within 90 days (or as soon thereafter as reasonably practical). The result of the arbitration shall be final and binding upon the parties to the same extent that the parties would have been bound by a legally enforceable judgment with respect to the matter in dispute. Each party will bear the expenses of its designated arbitrator, and the parties shall share equally the expenses of the third arbitrator.

b. Exceptions. Notwithstanding the foregoing provisions of this "Resolving Disputes" paragraph, the following matters are not subject to arbitration or the operation of this arbitration clause: (a) any suit or action, including any counterclaim, cross-claim or third-party claim, in any suit against you pursuant to the Agreement or Delta Dental of Virginia, for indemnity or contribution arising out of the services provided under the Agreement; and (b) "for cause" termination of your participation as a Delta Dental Participating Dentist. The mandatory process for resolving disputes that result from "for cause" termination of a dentist's participation as a Delta Dental Participating Dentist are in the document entitled "Dentist Appeal of Termination," which is attached to and made a part of the Agreement.

c. Limitations on Actions. Each party must provide at least 30 days prior notice to the other party before initiating arbitration or bringing any other legal action against the other party, its officers, employees, agents or representatives. This notice must specify the nature of the dispute and/or causes of action. No arbitration proceeding or other legal action may be brought more than one year after the date on which the causes of action first arose. Damages available as a result of arbitration or any other legal action under the Agreement are limited to the claimant's actual damages that result from the claims asserted. In no event are punitive, indirect, consequential or non-economic damages or damages for emotional distress or mental anguish available under the Agreement.

14. Termination.

a. Termination For Cause. Except as outlined in this section, either party may terminate the Agreement "for cause" if the party seeking termination (i) provides the other party with written notice specifying the nature of the defect giving rise to termination and (ii) affords the other party at least 30 days within which to cure the defect. If, in the judgment of the party seeking termination, the defect cannot be cured within this 30-day period, the effective date

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Participating dentist agreement terms and conditions (continued)

of termination will be the date specified in the notice. In the event your professional license is surrendered, forfeited, or revoked or if you are placed on suspension or fail to renew your professional license within the timeframes required, the Agreement will terminate upon the date of such event.

b. Termination Without Cause. Either party may terminate the Agreement at any time and for any reason by providing at least 90 days prior written notice to the other party.

c. Notice of Termination. You must notify, in writing, all of our Enrollees who are your patients that you are no longer a Delta Dental Participating Dentist. Each of these Enrollees must receive the notice at least 30 days before the Enrollee's next visit after the effective date of termination. If, during the first year following termination of the Agreement, you fail to notify our Enrollee in the manner provided for in this paragraph, you are bound by the terms and conditions of the Agreement for Dental Services provided prior to the Enrollee's receipt of the required notice, including (without limitation) the prohibition against balance-billing the differences between (i) your charges and (ii) the Plan Allowances for the services provided.

d. Obligations after Termination. Termination of the Agreement in whole, or as it relates to any Delta Dental of Virginia program in which you participate, shall have no effect upon the rights or obligations of the parties arising out of any transactions occurring prior to the effective date of termination and the continuing obligations after termination provided for in the Agreement. Termination will not change your obligations under the Agreement for any Enrollee who has begun a course of dental treatment with you. Our Enrollee will continue to receive the benefits of his or her individual or group Delta Dental contract, including (without limitation) your commitment to accept our Plan Allowances as payment in full for Covered Benefits, through the end of his or her course of dental treatment.

13. Appeal of Termination. Any other provision of the Agreement to the contrary notwithstanding, if your participation as a Delta Dental Participating Dentist is terminated "for cause," you must use Delta Dental of Virginia's mandatory appeal process before you take any further legal or administrative action. The document entitled "Dentist Appeal of Termination" describes this mandatory appeal process. Delta Dental will provide more specific information about the appeal process with the notice of termination or upon request.

14. Binding Effect. The Agreement shall be binding upon and inure to the benefit of the parties to the Agreement and their respective heirs, successors and permitted assigns.

15. Independent Contractor. Dentist is an independent contractor. None of the provisions of this Agreement are intended to create or to be construed as creating any employee-employer relationship between Delta Dental of Virginia and Dentist. Dentist shall not subcontract rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Delta Dental of Virginia.

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DELTA DENTAL®

Medicare Advantage amendment to the participating dentist agreement

The following terms and conditions apply to Dentists who have entered into a Delta Dental Medicare Advantage Participating Dentist Agreement with Delta Dental of Virginia. These terms and conditions are incorporated by reference into the Delta Dental Medicare Advantage Participating Dentist Agreement and, together with all other applicable documentation as referenced in the Delta Dental Medicare Advantage Participating Dentist Agreement, will be referred to herein as the "Agreement".

Dentist agrees that in addition to the terms and conditions set forth in the Agreement with Delta Dental, Dentist will comply with the following regulatory requirements for any enrollees that are covered under a Delta Dental Medicare Advantage™ dental plan. Please note, as identified below some additional regulatory requirements may only apply to certain types of dental plans.

1. Dentist agrees to comply with all applicable Medicare Advantage program and/or contractual requirements, reporting requirements, laws, regulations or instructions, the Medicare Advantage Provider Manual and any other applicable state and federal laws and regulations, as may be amended from time to time, including, without limitation: (1) applicable provisions of federal criminal law, (2) the False Claims Act (31 U.S.C 3729, et. seq.), (3) the anti-kickback statute (section 1128B(b) of the Social Security Act), (4) the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") administrative simplification rules at 45 CFR parts 160, 162, and 164; (5) Title VI of the Civil Rights Act of 1964, (6) the Age Discrimination Act of 1975, (7) the Americans with Disabilities Act, (8) the Rehabilitation Act of 1973; and (9) any reporting requirements to Centers for Medicare and Medicaid Services ("CMS") under 42 C.F.R. § 422.310, to the extent applicable. [42 C.F.R. § 422.504 (i)(4)(v)]

2. Dentist's performance of services under this Agreement shall be consistent and in compliance with Delta Dental's contractual obligations under its Medicare Advantage contract(s). Dentist agrees to cooperate with and assist Delta Dental in its efforts to comply with its Medicare Advantage contract(s) and/or Medicare Advantage rules and regulations and to assist Delta Dental in complying with corrective action plans necessary for Delta Dental to comply with such rules and regulations. Dentist further agrees that nothing in this Agreement shall be construed as relieving Delta Dental of its responsibility for performance of duties agreed to through its Medicare Advantage contracts existing now or entered into in the future with CMS.

3. Dentist acknowledges that Delta Dental has delegated to Dentist responsibility to provide the services set forth in Delta Dental's program requirements. Dentist agrees that he/she may only delegate such responsibilities to another individual or entity upon prior written approval from Delta Dental of a subcontract between Dentist and such provider that: (1) requires the provider to comply with the terms and conditions of the Agreement and this Amendment; (2) specifies the delegated activities and reporting responsibilities applicable to the provider; (3) provides for termination of the subcontract upon notice that the provider failed to comply with this Agreement ; and (4) notifies the

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Medicare Advantage amendment (continued)

provider that the performance of this Agreement is monitored by Delta Dental on an ongoing basis. Dentist acknowledges that Delta Dental, its health partners and/or CMS have the responsibility of monitoring the parties' obligations under this Agreement. [42 C.F.R. § 422.504 (i)(4) and (5)]

4. Delta Dental will make available to, and Dentist agrees to comply with, any applicable policies and procedures relating to its Medicare Advantage program, In addition, Dentist agrees to complete on an annual basis Delta Dental's Fraud, Waste and Abuse & Compliance Training as well as any other training that may be required. Dentist agrees to report any actual or suspected compliance concerns or fraud, waste and abuse to Delta Dental. Dentist further agrees to cooperate with the activities and/or requests of any independent quality review and improvement organization utilized by and/or under contract with Delta Dental as related to the provision of services to Medicare Advantage Members.

5. Dentist will comply with the confidentiality and enrollee record accuracy requirements, including: (1) abiding by all federal and state laws regarding confidentiality and disclosure of medical records, or other health and enrollment information, (2) ensuring that medical information is released only in accordance with applicable federal or state law, or pursuant to court orders or subpoenas, (3) maintaining the records and information in an accurate and timely manner, and (4) ensuring timely access by enrollees to the records and information that pertain to them. Dentist will safeguard enrollee's privacy and confidentiality and ensure the accuracy of enrollee's health records. Dentist further agrees to safeguard the privacy of any information that identifies a particular enrollee and have procedures that specify: (i) for what purposes the information will be used within the Dentist's organization; and (ii) to whom and for what purposes it will disclose the information outside the Dentist's organization. [42 C.F.R. §§ 422.504(a)(13), 422.504(l)(3),and 422.118]

6. Dentist agrees to maintain complete and accurate records, books, documents and papers related to the provision of services to Medicare Advantage Members and/or as related to Dentist's obligations under this Agreement (the "Records"). Dentist agrees to maintain these Records for a period of at least 10 years from the later of: (1) the date of termination or expiration of the Medicare Advantage agreement between Delta Dental and CMS, and any amendments or extensions thereto; or (2) the final date of completion of any audit. Upon request by Delta Dental, Delta Dental's health partners, CMS, HHS, the Comptroller General, other federal or state regulatory agencies, or their designees, Dentist shall provide timely access to these Records. Dentist understands that by participating in this network, these entities or individuals have the right to audit, evaluate, and inspect their books, contracts, computer or other electronic systems, including medical records and documentation. Dentist agrees to fully cooperate with any such audits or document requests. [42 C.F.R. §§ 422.504(i)(2)(i) and (ii)]

7. Dentist agrees to provide Delta Dental with all information and data necessary for Delta Dental to meet its reporting requirements under any applicable Medicare Advantage program, including any reports on complaints or grievances. Dentist shall certify the accuracy, completeness, and truthfulness of all information submitted to Delta Dental.

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Medicare Advantage amendment (continued)

8. Should Delta Dental become insolvent or discontinue operations, or should Dentist's Agreement be terminated (except for instances where Delta Dental has terminated this Agreement for cause), Dentist agrees to continue to provide covered services to enrollees to complete dental procedures that were already commenced but not finished prior to the insolvency, discontinuance of operations or termination of this Agreement. Delta Dental shall reimburse Dentist for all services rendered pursuant to this section at the rate specified in the applicable Agreement and Dentist shall accept such payment, together with any authorized coinsurance, deductible, or co-payment, as payment in full.

9. Dentist agrees to schedule enrollees and provide dental treatment according to the applicable standards of the dental profession. The services provided to enrollees shall be determined solely by professional standards of care and shall be made without regard to the enrollee's eligibility for dental benefits. Dentist shall not discriminate or differentiate in the treatment of, charges to, or the quality of service to any enrollees because of race, gender, gender identity, color, age, sexual orientation, religion, national origin, ancestry, disability, handicap, place of residence, health status, or source of payment. Dentist agrees to not impose any limitations on the acceptance of treatment of enrollees not imposed on other patients. Dentist shall contact Delta Dental if an enrollee requests or requires interpretive services and such services shall be arranged by Delta Dental at no cost to the enrollee or Dentist.

10. Dentist agrees to verify enrollee's eligibility to receive covered services on the day of treatment and shall be responsible for informing enrollees of potential risks and/or benefits of recommended treatment and available alternatives prior to rendering such services. In addition, prior to rendering any non-covered services to any Medicare Advantage enrollee, Dentist shall comply with the procedures and CMS requirements for billing a Medicare Advantage Enrollee for non-covered services.

11. Dentist agrees that in no event (including but not limited to nonpayment by Delta Dental, insolvency by Delta Dental, or breach of this Agreement), shall the Dentist bill, charge, collect a deposit from, seek payment or reimbursement from, or have any recourse against an enrollee, or person acting on behalf of the enrollee, for covered services provided pursuant to this Agreement. This does not prohibit the Dentist from collecting for any non-covered Services, or coinsurance, deductibles, or copayments as specifically provided for in the enrollee's Dental Benefits Handbook. Further, Dentist shall not hold an enrollee liable for any payment or fees that are the legal obligation of Delta Dental, or the payor issuing the dental benefits contract administered by Delta Dental. Dentist further agrees that: (i) this provision shall survive the expiration or termination of this Agreement regardless of the cause giving rise to expiration or termination and shall be construed to be for the benefit of the Member; (ii) this provision supersedes any oral or written contrary agreement now existing or hereafter entered into between Dentist and Member or persons acting on their behalf; and (iii) this provision shall apply to all employees, agents, trustees, assignees, subcontractors, and independent contractors of Dentist, and Dentist shall obtain from such persons specific agreement to this provision. Dentist further acknowledges and agrees that any payment

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Medicare Advantage amendment (continued)

received from Delta Dental for services provided to Medicare Advantage members is derived, in whole or in part, from federal funds received by Delta Dental from CMS. [42 C.F.R. §§ 422.504(i)(3)(i) and 422.504(g)(1)(i)]

12. Dentist certifies that neither he or she, nor any of his or her employees, subcontractors or independent contracts are on the CMS Preclusion List, HHS_OIG LEIE, or the System for Award Management (SAM.gov) Exclusions. Further, Dentist agrees that he or she does not have any state or federal sanctions pending against him or her. In the event Dentist violates any provisions contained within this section, this Agreement will no longer be applicable and Delta Dental may, at its discretion, terminate this Agreement immediately. The termination shall be effective as of the date of such occurrence. Any payments made to Dentist for covered services under this Amendment provided after the effective date of the termination shall be promptly returned to Delta Dental.

13. On all claims for payment, Dentist shall submit: 1) Type 1 NPI (Rendering); 2) if applicable, Type 2 NPI (Billing), 3) TIN; and 4) Service office address. Note: NPI 2 is required for group practices and/or incorporated solo providers.

14. Dentist shall abide by the prohibition on payments for provider-preventable conditions, as set forth in the Medicare Advantage Provider Manual and federal regulation at 42 C.F.R. § 447.26.

15. If Dentist treats an enrollee in a hospital, he/she agrees to maintain clinical privileges in good standing at the hospital designated as the admitting facility and as the site of delivery for dental care performed by Dentist.

16. Delta Dental shall reimburse all Clean Claims (defined below) submitted by Dentist within thirty (30) days of the date Delta Dental receives the Clean Claim from Dentist. A Clean Claim is a claim that has no defect, impropriety, lack of any required substantiating documentation or particular circumstance requiring special treatment that prevents timely payment.

17. Delta Dental shall defend, indemnify, and hold harmless Dentist from any claims, losses, damages, costs, expenses or liabilities arising out of or related to Delta Dental's breach of Agreement or violation of any applicable state or federal law. Dentist shall defend, indemnify, and hold harmless Delta Dental, its employees, officers, directors, or agents, from any claims, losses, damages, costs, expenses or liabilities arising out of or related to Dentist's breach of this Agreement or violation of any applicable state or federal law. A party seeking indemnification shall (i) promptly notify the indemnifying party in writing of the claim, suit or proceeding for which indemnification is sought; (ii) permit the indemnifying party to control the defense or settlement of the claim, suit or proceeding; (iii) reasonably cooperate with the indemnifying party (at the indemnifying party's expense); and (iv) have the right to provide for its separate defense at its own expense. In no event, shall the indemnifying party settle a claim, suit or proceeding without first obtaining the written consent of the other party. Any release obtained as a result of settlement must contain a release of all claims against the non-indemnifying party as well as its officers, directors and employees.

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Medicare Advantage amendment (continued)

18. This Agreement may be terminated as follows:

a. Immediately, by Delta Dental, upon termination or expiration of the Medicare Advantage Agreement between Delta Dental and CMS.

b. Upon 10 days' written notice to Dentist, by Delta Dental for any of the following causes: (1) failure of Dentist to maintain licenses or certifications required to operate in conformity with this Agreement; (2) Dentist's breach of this Agreement; (3) failure of Dentist to refund amounts which are due to Delta Dental as a result of overpayment within thirty (30) days of the date Delta Dental notifies Dentist of the overpayment; (4) inclusion of Dentist on the CMS Preclusion List, HHS_OIG LEIE, or the System for Award Management (SAM.gov) Exclusions; or (5) Dentist's failure to comply with any applicable federal or state laws, rules or regulations, or Medicare policies.

c. Upon 10 days' written notice to Delta Dental, by Dentist for any of the following causes: (1) failure of Delta Dental to make payments required under this Agreement within thirty (30) days of Dentist's written notice to Delta Dental identifying the unremitted payments and clear proof that the payments are due and owing; (2) failure of Delta Dental to maintain licenses or certifications required to operate in conformity with this Agreement; or (3) Delta Dental's material breach of this Agreement.

d. Without cause, by either party, upon 60 days' prior written notice to the other party. Notwithstanding notice of termination of this Agreement, the Dentist is obligated to provide services to Covered Persons in accordance with the terms of this Agreement until the effective date of such termination of this Agreement.

19. Delta Dental may unilaterally amend this Agreement, and or its policies and procedures at any time to comply with changes in laws or regulations applicable to this Agreement and the services provided by Dentist for enrollees. Delta Dental will use its best efforts to provide written or electronic notice to Dentist at least forty-five (45) days in advance of the effective date of the change unless a shorter time frame is required under applicable state or federal law. Unless otherwise required by federal or state regulatory authorities, the signature of Dentist will not be required for any such amendment

DELTA DENTAL®

Delta Dental of Virginia provider appeal of termination

POLICY

In an effort to provide Delta Dental of Virginia's Participating Dentists with a means to resolve grievances that arise from "for cause" terminations of participation in Delta Dental of Virginia's provider networks, Delta Dental of Virginia provides the dentist whose participation in a Delta Dental of Virginia provider network has been terminated with a means to appeal the decision and obtain a reversal (if appropriate).

This process is designed to give the Participating Dentist a better understanding of the circumstances giving rise to termination, an opportunity to be heard on the issue(s) that resulted in termination and obtain a reversal if determined to be appropriate in Delta Dental of Virginia's sole discretion. This process is a firm prerequisite to legal action, meaning that the Participating Dentist must avail himself or herself of this process before bringing any action or seeking any redress in the courts.

APPEAL PROCESS

A Participating Dentist, whose participation in one or more of Delta Dental of Virginia's provider networks is terminated by Delta Dental of Virginia, may submit a written request to appeal the termination decision within 30 days after the date of Delta Dental of Virginia's termination letter. The appeal letter should include sufficient detail for Delta Dental of Virginia to evaluate the merits of the appeal. All documentation that supports a reversal should be included.

Delta Dental of Virginia will evaluate the appeal and furnish the appealing Participating Dentist a written decision on the outcome of the appeal within 30 calendar days following receipt of the appeal. Delta Dental of Virginia may extend the time within which to respond by notifying the appealing Dentist of the anticipated date of the appeal determination.

DELTA DENTAL®

EFT direct deposit form

Complete this form in its entirety and **email it to ProfessionalRelations@deltadentalva.com** or fax it to 540.491.9709.

Reason for submission:

☐ **New EFT/ERA authorization**: complete A, B, C, D, E and H ☐ **Cancel EFT/ERA**: complete A and G

☐ **Changes to an existing EFT/ERA authorization**: complete A, B, C, E, F and H

A. Office information

Provider's complete legal name	Practice name		
Address	City	State	Zip
Phone ( )	Fax ( )		
Name of office contact	Email address for payment notifications		
Provider National Provider Identifier (NPI), if applicable	Office Tax Identification Number (TIN)		
Provider license number	Issuing state		

Please indicate which locations you would like to have this Direct Deposit Form include:

☐ Only this location ☐ All locations ☐ I will attach the address of the locations

B. Banking/financial institution information (please print or type)

Financial institution's name	Account number	Routing number	
Address	City	State	Zip
Phone ( )	Type of account: ☐ Checking ☐ Savings		

C. EFT/ERA enrollments

☐ Opt-in to National EFT/ERA: Receive electronic payments from Delta Dental of Virginia and all other Delta Dental member companies.

☐ Opt-out to National EFT/ERA: Receive electronic payments from Delta Dental of Virginia only. If you select this option, you will receive paper checks from all other Delta Dental member companies.

D. EFT/ERA consent

In consideration for the provision of direct deposit services, by signing below, and notwithstanding any language to the contrary herein, you hereby acknowledge and agree that (i) any information you have provided, including but not limited to, the information you supplied under the heading "Banking/Financial Institution Information" above, may be transferred, shared or otherwise provided by us to or with any entity that is an affiliate of Delta Dental, as defined above, with other Delta Dental member companies and their affiliates, and with Delta Dental Plans Association, for use in connection with funds to be deposited to your account, (ii) any election to discontinue enrollment in this direct deposit program will take 30 business days to process, and may not be effective to halt any deposits that were initiated while your enrollment in this direct deposit program was in effect, and (iii) in the absence of gross negligence or willful misconduct, neither we, any of our members and affiliates, other Delta Dental member companies and their affiliates, or Delta Dental Plans Association, will be responsible for any damages, or for any fee, charge or other expense assessed against the Bank Account identified above, in connection with this direct deposit program. Further, by signing below, you represent and warrant that (i) all of the information you supplied is true and accurate, (ii) the information provided under the heading "Banking/Financial Institution Information," above, identifies a bank account held by the Business you identified above, and (iii) the signatory to this Direct Deposit Enrollment Form ("Form") has all necessary power and authority to execute this Form. Contact your financial institution to arrange for the delivery of the CORE-related Minimum CCD+ Data Elements necessary for successful re-association of the EFT payment with the ERA remittance advice.

CONTINUED ON NEXT PAGE

E. New authorization

I authorize and request Delta Dental of Virginia to send the net claims check directly to my bank or other financial institution as specified in Section B of this form. I understand that by doing this, I will begin receiving an ERA statement as an Explanation of Benefits (EOB). I understand I may terminate this agreement at any time by completing another "Direct Deposit Authorization" or in any event by sending a 30 day written notice to terminate (with new request/instructions for future payment).

Dentist Signature_____ Date signed_____

F. Change authorization statement

I authorize and request Delta Dental of Virginia to make the changes indicated on this form. I will allow Delta Dental of Virginia 30 days from date of receipt of this document to accomplish these changes.

Dentist Signature_____ Date signed_____

G. Cancellation statement

I authorize and request Delta Dental of Virginia to terminate authorized direct deposits to my account. By doing this, I understand that I will no longer receive an Explanation of Benefits (EOB) through an ERA statement. I understand that all future payments will be made via a paper check and that ERA statements will come in the form of a paper EOB. I will allow Delta Dental of Virginia a 30 day notice from receipt date of this document to accomplish these changes. Unless otherwise noted, upon such cancellation, (future) payments will be made to the participating dentist.

Dentist Signature_____ Date signed_____

H. This step is EXTREMELY important and required for your application to process.

To complete your application, attach one of the below:

☐ Voided check ☐ Letter from your bank (on letterhead) with account and routing numbers

FOR INTERNAL USE ONLY

Phone number	Contact name
Date	Time
☐ Pay to email	☐ System match
☐ New bank name	☐ New account number, last 4 digits:
☐ Prior bank name	☐ Prior account number, last 4 digits:
Pay to address:	
Professional Relations representative	
Auditor	Audit date

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

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; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and 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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

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

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

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 their 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 their 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, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, 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 instructions for Part II 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, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

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 are no longer 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

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. 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 line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

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 U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] 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 reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, 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 SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 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/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. 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, 4, or 5 below indicates 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 line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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 made in settlement of payment card and third-party network transactions, 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. 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
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] 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.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] 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.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

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, 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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 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*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* 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. commonwealths and territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.