

**Delta Dental of Illinois
Delta Dental PPO Agreement
For State and National Programs**

_____		_____	
Dentist Name		Office Name (DBA name to be listed in the directory)	
_____		_____	
Office Address		Business Owner Name (as listed with the IRS)	
_____		_____	
City	Zip	Telephone	
_____		_____	
General License Number		Business EIN or SSN	
_____		_____	
Specialty	Specialty License Number	Professional Liability Carrier	Amount
_____	_____	_____	_____

PLEASE BE AWARE THAT YOU WILL ONLY BE A MEMBER OF THE DELTA DENTAL PPO DENTAL PLAN AT THE LOCATIONS LISTED ON THIS CONTRACT. IF YOU CHANGE, DELETE OR ADD LOCATIONS PLEASE NOTIFY OUR PROFESSIONAL RELATIONS DEPT. BY CALLING (630) 718-4990 OR 1-800-323-1743.

This Agreement is entered into by and between DELTA DENTAL OF ILLINOIS (hereinafter referred to as "Delta Dental") and _____ (hereafter referred to as "Provider").

1. **Purpose of Agreement.** The purpose of this Agreement is to establish the terms and conditions upon which Provider, as defined below, will participate in the various Delta Dental PPO Dental Plans, including but not limited to Delta Dental PPO USA Program, underwritten and/or administered by Delta Dental.
2. **Delta Dental PPO Provider.** Upon execution of this Agreement, the undersigned Dentist shall become a Delta Dental PPO Provider ("Provider") in Delta Dental PPO Dental Plans subject to the Bylaws of Delta Dental and the duly authorized rules and regulations. The Provider agrees to provide services pursuant to the terms and conditions of these Delta Dental PPO Dental Plans as set forth herein and as amended from time to time. The Provider shall be bound by any contract entered into by or administered by Delta Dental insofar as it regulates the services to be rendered to Plan Patients, the fees to be paid therefor, and any other matter pertaining to the obligations of Delta Dental and/or the Provider to Plan Patients. The Provider is not precluded from being a member of any other dental delivery system or providing dental care to anyone else.
3. **Dental Care.** The Provider agrees to provide dental care to persons who are covered as Plan Patients. The Provider agrees to provide services for Plan Patients with the same care and attention, office schedules and physical setting the Provider customarily provides for his or her patients who are not Plan Patients.
4. **Fees.** The Provider agrees to provide dental care to the Plan Patients in accordance with the fee schedules as set forth in attached Exhibit A. Any modifications or additions to the fee schedule in Exhibit A shall be published by Delta Dental from time to time, and the Provider so advised. Provider may elect not to participate in any Delta Dental PPO Program whose fees are less than the fees in the attached Fee Schedule within fourteen (14) days of receipt of said fees by notifying Delta Dental of his/her election not to accept that Fee Schedule. Provider agrees to submit claims using his/her standard office fees. Delta Dental shall make all of its fee payments directly to Providers.
5. **Claim Submission.** All claims (statements and bills from the Provider for dental care) for Plan Patients shall be submitted by the Provider to Delta Dental for processing and payment. Delta Dental shall promptly process the claims and issue payment in accordance with this Agreement and the respective Delta Dental PPO Dental Plans.
6. **Required Documentation.** The Provider agrees to submit to Delta Dental x-rays, records, data and documents as required by the terms of the Delta Dental PPO Dental Plans.
7. **Records.** The Provider shall maintain accurate, complete and detailed patient treatment and financial records for all Patients and make them available to Delta Dental for review and/or copying during normal business hours upon request, and the Provider shall cooperate with all Delta Dental quality control procedures with respect to utilization and quality audits and with any grievance procedures that may follow. Such records shall be preserved for at least seven years after the last date of service and shall be made available to Delta Dental whether or not this Agreement remains in effect at the time of Delta Dental's request to review and/or copy such records. Provider shall comply with all applicable laws and regulations regarding the privacy and confidentiality of all records maintained pursuant to this Agreement.
8. **Liability Insurance.** The Provider agrees at his or her cost and expense to procure and maintain such policies of general liability, professional liability and other insurance as may be necessary to insure against any liability, claims or damages arising by reason of personal injuries or death, occasioned directly or indirectly by the Provider, his/her agents or employees in connection with the practice of dental care under this Agreement. The amount of coverage shall be customary and reasonable in light of the Provider's subspecialty, if any, and the prevailing practices in the region in which the Provider practices.



9. **Directory.** It is understood that Delta Dental shall list the Provider, his or her professional address, telephone number and dental specialty in various publications describing its Delta Dental PPO Dental Plans; however, Delta Dental does not represent or guarantee to the Provider in any way any number of Plan Patients or amount of dental work. A list of all Providers will be made available to the Provider upon request. Provider will not promote or publicize his/her status under this Agreement without the prior written consent of Delta Dental.

10. **Independent Contractor.** It is agreed that in the performance of their obligations under this Agreement, Delta Dental and the Provider and their agents and employees are at all times acting and performing as independent contractors. Neither Delta Dental nor the Provider shall have or exercise any control or direction over the method by which the other performs or carries out its obligations and responsibilities under this Agreement.

11. **Representations of Dentist.**

- A. The Provider represents that he/she is authorized to practice dentistry under the laws of the State of Illinois with no restrictions imposed on his/her rights to do so.
- B. The Provider recognizes that participation under this Agreement is dependent upon his/her professional competence, ethical practice and willingness to participate and adhere to the standards of Delta Dental.
- C. Provider hereby releases from liability all representatives of Delta Dental for their acts performed in good faith in connection with evaluating the provider's practices and hereby releases from liability any and all individuals and organizations who provide information to Delta Dental.

12. **Miscellaneous.**

- A. **Assignment.** Provider shall not subcontract or assign any of his/her rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Delta Dental.
- B. **Binding Effect.** The provisions of this Agreement, subject to the foregoing limitation on assignment shall extend to and be binding upon the successors and assigns of each party.
- C. **Severability and Choice of Law.** In the event that any provision of this Agreement becomes invalid and unenforceable or any reason, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be interpreted under the laws of the State of Illinois.
- D. **Waiver.** A waiver by either Delta Dental or the Provider of one or more defaults on the part of the other shall not be construed to operate as a waiver of any subsequent defaults.

13. **Termination.** The Provider may terminate this Agreement by giving written notice to Delta Dental at any time. Such termination shall become effective only on the publication date (May 1/November 1) of the directory of Providers participating in Delta Dental PPO Dental Plans.

Delta Dental may terminate this Agreement upon at least 30 days' written notice to the Provider, given at any time without cause.

This Agreement shall automatically terminate upon the Provider's loss of his/her right to practice dentistry in Illinois either through the suspension, revocation or surrender of his/her dental license.

Delta Dental shall not be liable for payment or collection of any dental fees beyond its obligation as expressed herein.

THIS AGREEMENT SHALL BE EFFECTIVE UPON APPROVAL BY DELTA DENTAL OF ILLINOIS AS INDICATED BELOW.

Dentist Signature	Date	Delta Dental of Illinois	Approved Date
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ADDITIONAL OFFICES:

Office Name	Office Name
Address	Address
City	City
Zip	Zip
Phone	Phone
EIN or SSN	EIN or SSN

Please return to: Delta Dental of Illinois
ATTN: Professional Relations Department
111 Shuman Blvd.
Naperville, IL 60563