

Administrative Services Only, Inc. (ASO/SIDS) Self-Insured Dental Services Application For Participation

YOU CAN ALSO SUBMIT ONLINE AT WWW.ASONET.COM/DENTISTS

CHECK LIST

- Complete Office Profile
- Complete Dentist Profile for Each Dentist
- □ Sign the Letter of Agreement for Each Dentist
- Complete and Sign the Attestation for Each Dentist
- Provide a copy of a completed W-9 Form for each separate tax identification number
- Provide a copy of your current State License and current State Registration for Each Dentist
- Provide a copy of your Curriculum Vitae for the last five years
- Provide a copy of specialty certificate or American Board Certification, if applicable
- Provide a copy of anesthesiology certificate, if applicable
- Provide a copy of your current Controlled Dangerous Substance Registration, if applicable according to State Law
- Provide a copy of your current DEA Certificate
- Provide a copy of the Declaration Page of your current Malpractice Insurance showing the expiration date and limits of \$1 million/\$3 million

RETURN THIS APPLICATION TO:

Administrative Services Only/ Self-Insured Dental Services Provider Relations Department P.O. Box 9005 303 Merrick Road Lynbrook, N.Y. 11563

If you have any questions, comments or suggestions, please call or fax our Provider Relations Department: Phone: 516-394-9494 Fax: 877-414-4069



TYPE OF PRACTICE

OFFICE PROFILE

Solo Practice	Partnership Other	Group Pract	tice 🔲 Prof. Corp	-		Date Office Opened
Name of Practice						Website
Address						Suite No.
City	Stat	te	Zip		Coun	ty
Phone Number	Fax	x Number		E-Mail		

OFFICE HOURS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

Number of Reception Room Seats	Number of Equipped Operatories	Number of Hand Pieces	Number of Standard X-Ray Units	Number of Panoramic Units	Year of Last Certification
	Number of Full Time	Number of Part Time		anguages Spoken	CPR Certified
Hygienists					
Chairside Assistants					
Clerical Staff					
Lab Technicians					_
	General [IV Sedation [Autoclave 🔲 Dry H Other	leat follow CDC an	our staff routinely nd OSHA guidelines? No
Special Facilities & Is the office handicapped	accessible?	ble By Lo Bus C Subway C	Continuent of Practice Residential Commercial Industrial	Building Professional Store Front Converted House	 Office Shopping Mall Other



Last Name	First Name		Birth Date		
Individual NPI Number	License Number		DEA #		
וויטועומטמו אצו אטוווספו			UEA #	CDS #	
Dental School		Degree		Year Graduated	
SPECIALTY General Endodontics Orthodontics Periodontics] Oral Surgery] Pedodontics	ARE YOU? Board Eligible Board Certified		LIMIT YOUR PRACTICE R SPECIALTY?	
Post Graduate Courses (Dates and De	escription)				
Other Panels That You Are A Membe	r Of	Professional Aff		tv	



FOR EACH "YES" RESPONSE, PLEASE INCLUDE A DETAILED EXPLANATION WITH THIS FORM

1.	In the last five (5) years, have you had any gaps of six (6) months or greater, where you did not work as a practitioner in this current discipline? If "YES," please explain the reason(s) for any gap(s) on a separate page.	🗌 Yes	🗌 No
2.	Has your license to practice in any jurisdiction, whether completed or still pending, been denied, limited, suspended, revoked, not renewed; or have you ever been placed under probation, subjected to disciplinary action or have you voluntarily relinquished any item in anticipation of any of these actions?	🗌 Yes	No No
3.	Has your professional liability insurance ever been denied, suspended, revoked, canceled, or not renewed?	Yes	🔲 No
4.	Has your DEA or State Drug Certificate (Registration) ever been denied, suspended, canceled or not renewed, or subjected to any disciplinary action? (Check "NO" if this does not apply.)	Yes	No No
5.	Has your status as a provider or membership with any professional organization ever been denied, suspended, disciplined, canceled, sanctioned, or are you currently under investigation by any municipal, state, federal or any other governmental agency as well as, HMO, PPO or other prepaid health plan? (e.g. Medicare, Medi-Cal, Medicaid).	🗌 Yes	No No
6.	Are your privileges or memberships at any hospital, institution (Military service) currently under investigation or have they ever been denied, suspended, reduced, disciplined, or not renewed?	🗌 Yes	No No
7.	Are you prevented from performing any procedures within the scope of privileges and duties as a healthcare provider?	🗌 Yes	No No
8.	Do you currently, or did you in the last two years, engage in the unlawful use of drugs, including the improper use of prescription drugs?	🗌 Yes	🗌 No
9.	Do you have any felony or misdemeanor charges pending against you, other than a traffic violation, or have you ever been convicted or pleaded "nolo contendere" to a felony?	Yes	No No
10	• Have you been involved, within the last ten (10) years, or are you currently involved in ANY claims/lawsuits, settlements, or judgments (other than divorce or custody)? If yes, please provide detailed information on a separate sheet of paper including: docket # of the case, location of the court, the names of the parties plaintiff(s) and defendant(s), description of the incident(s), date(s) of the incident(s), .your involvement, current disposition, and the amount of settlement.	Yes Yes	No No

I authorize Administrative Services Only, Inc/Self-Insured Dental Services (A.S.O./S.I.D.S.) to consult with professional liability carriers, and other persons or entities to obtain information concerning my professional qualifications, including competence, ethics and other qualifications. I, the undersigned hereby certify that the information requested by A.S.O./S.I.D.S., is truthful, correct and complete in all respects, and I further understand that the intentional submission of false or misleading information or the withholding of relevant information is grounds for termination as a participating provider with the affiliated organization contracted with A.S.O./S.I.D.S.. The undersigned hereby agrees to notify A.S.O./S.I.D.S. of any changes in the above information.

Signature

(no signature stamps)

Sign Date: _____

License State

License Number

Please Print Name

PARTICIPATING DENTIST AGREEMENT for

This **PARTICIPATING DENTIST AGREEMENT** ("Agreement") is entered into by Administrative Services Only, Inc./Self-Insured Dental Services on behalf of itself and its Affiliates (as defined below) ("ASO") and ______, ("Dentist").

Please Print Dentist Name

WHEREAS, ASO administers Plans (defined below) that provide access to certain dental care services or arranges for the provision of such services to Covered Patients (as defined below) by offering a network of dental service providers; and

WHEREAS, ASO contracts with certain dental providers to provide access to such services under the terms of these benefit plans; and

WHEREAS, Dentist provides dental care services to Covered Patients within the scope of Dentist's licensure or accreditation; and

WHEREAS, ASO and Dentist mutually desire to enter into an arrangement whereby Dentist will become a Participating Dentist and render dental care services to Covered Patients; and

WHEREAS, in return for the provision of health care services by Dentist, ASO will pay Dentist for Eligible Dental Services under the terms of this Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants, promises and undertakings herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

DEFINITIONS

<u>Section 1.1</u> <u>Affiliate</u> means any entity (i) that controls ASO, that is controlled by ASO, or that is under common control with ASO, and (ii) which is in the business of operating and/or administering a program of dental services for Covered Patients (as defined below).

<u>Section 1.2</u> <u>Covered Patient</u> shall mean a person entitled to Eligible Dental Services (1) under any contract that ASO administers or (2) through a network to which ASO allows access, pursuant to a written agreement between a health plan or other payer and an employer, insurer, labor union, local or state or federal agency, or other organization or entity ("Plan").

<u>Section 1.3</u> <u>Eligible Dental Service</u> shall mean (1) a dental service which a Covered Patient is entitled to receive pursuant to a dental insurance contract that ASO administers or (2) dental services provided through a dental provider network to which ASO allows access pursuant to a Plan.

<u>Section 1.4</u> <u>Maximum Allowable Charge</u> shall mean the entire fee and payment in full Dentist may receive for Eligible Dental Services provided under the terms of this Agreement and the applicable Plan, which fee shall be determined by ASO.

<u>Section 1.5</u> <u>Usual and Customary Charge</u> shall mean the amount charged by Dentist and collected by him or her from a majority of his or her patients.

OBLIGATIONS OF THE DENTIST

<u>Section I.1</u> <u>Licensure and Certification</u>. Dentist agrees that, during the entire term of this Agreement, Dentist shall maintain a current, active, unrestricted valid license to practice dentistry in the State(s) where Dentist practices. In addition, where applicable, Dentist shall maintain (a) specialty certifications, (b) certification to provide general anesthesia, (c) certification to provide parenteral sedation and (d) certification to provide parenteral conscious sedation, each granted by the State in which Dentist practices, (e) DEA certification, and (f) medical staff privileges in good standing with at least one hospital in the State in which Dentist practices.

Dentist also agrees that Dentist shall notify ASO immediately if any of the following are voluntarily or involuntarily withdrawn, restricted temporarily or permanently, or suspended actively or stayed, or revoked for any reason:

- (a) Dentist's professional license in any state;
- (b) Dentist's certification(s) to prescribe medication;
- (c) Dentist's specialty certification, certification to provide general anesthesia, certification to provide parenteral sedation or certification to provide parenteral conscious sedation; or
- (d) Dentist's medical staff privileges at applicable hospital(s).

Dentist shall also notify ASO immediately if Dentist fails to maintain required professional liability insurance or general liability insurance under this Agreement, is granted a leave of absence, resigns from the medical staff of any hospital, is arrested, is indicted or convicted of or pleads guilty to a criminal offense regardless of the nature of the offense, or is subject to any disciplinary action by any governmental program, licensing, or hospital privileging authority.

<u>Section I.2</u> <u>Insurance</u>. Dentist agrees that Dentist shall maintain, at Dentist's sole cost, professional liability insurance and general liability insurance in the amount of \$1 million per occurrence and \$3 million annual aggregate, or as otherwise acceptable to ASO. Upon ASO request, Dentist also agrees that Dentist shall furnish ASO, or any ASO designate, with evidence that such insurance coverage is in effect.

<u>Section I.3</u> <u>Policies and Procedures</u>. Dentist agrees that Dentist will abide by ASO policies and procedures including, without limitation, quality assurance and related policies and procedures, as they exist today and as they may exist in the future. Dentist acknowledges that Dentist's failure to abide by ASO policies and procedures shall constitute a breach of this Agreement, allowing ASO to terminate this Agreement or take any other action ASO deems appropriate.

<u>Section I.4</u> <u>Provision of Eligible Dental Services</u>. Dentist agrees to provide Eligible Dental Services to Covered Patients with the same degree of care and skill as customarily provided to Dentist's

patients who are not Covered Patients, according to generally accepted standards of dental practice. Dentist agrees not to discriminate against Covered Patients on the basis of race, ethnicity, gender, creed, ancestry, lawful occupation, age, religion, marital status, sexual orientation, mental or physical disability, medical history, color, national origin, place of residence, health status, claims experience, evidence of insurability (including conditions arising out of acts of domestic violence), genetic information, source of payment for services, cost or extent of Hospital Services required, or any other grounds prohibited by law or this Agreement.

<u>Section I.5</u> <u>Quality of Care</u>. Dentist shall provide the same levels and quality of service, and the same appointment availability, for Covered Patients as Dentist provides for Dentist's other patients. Dentist shall provide services in accordance with the Principles of Ethics and the Code of Professional Conduct of the American Dental Association.

<u>Section I.6</u> <u>Infection Control</u>. Dentist shall maintain levels of infection control consistent with current standards of care as specified by, but not limited to, the State in which Dentist practices, the American Dental Association, the Federal Centers for Disease Control, and the Occupational Safety and Health Administration.

<u>Section I.7</u> <u>Medical Waste; Radiological Equipment</u>. Dentist shall, during the entire term of this Agreement, maintain current, active, unrestricted permits, registrations, and certifications from appropriate state and federal agencies that govern Dentist's storage and generation of medical waste and Dentist operation of radiological equipment.

<u>Section I.8</u> <u>Auxiliary Personnel</u>. Dentist hereby warrants that all auxiliary personnel under Dentist's supervision who render those delegated and supportive dental services permitted by the state in which Dentist practice to Covered Patients, also maintain current, active, and unrestricted valid licenses, registrations and certificates or other applicable credentials. Should any of these licenses, registrations, certifications or other applicable credentials be withdrawn, restricted, temporarily suspended (whether stayed or active) or revoked in any state, for any reason, Dentist agrees to immediately remove said individual from any and all such duties under Dentist's control and supervision.

<u>Section I.9</u> <u>Health Records</u>. Dentist shall keep accurate and current records and files related to services rendered to Covered Patients, in accordance with ASO standards and in accordance with all applicable laws and regulations. The Parties shall comply with the terms of the Health Insurance Portability and Accountability Act ("HIPAA") and other applicable state and federal laws regarding confidentiality of health records, in each case as applicable to that Party. This provision shall survive termination of this Agreement.

<u>Section I.10</u> <u>Covered Patient Approval</u>. Dentist agrees that any service provided to a Covered Patient under this Agreement will be discussed with and approved by the Covered Patient prior to Dentist performance of such service.

<u>Section I.11</u> <u>Access to Records</u>. Consistent with applicable confidentiality laws and regulations, Dentist agrees to allow ASO, ASO designee, or any applicable state or federal agency, during regular business hours and upon reasonable notice, to review and copy records in Dentist's office that pertain to Eligible Dental Services provided by Dentist under this Agreement, or under the terms of any prior Agreement between Dentist and ASO to provide dental services. This provision shall survive termination of this Agreement.

PAYMENT OBLIGATIONS OF ASO

<u>Section I.12</u> <u>Plan Participation</u>. Dentist has been provided information about Plans, and such information is incorporated by reference into this Agreement.

Section I.13 Payment; Charges. Dentist agrees to accept the Maximum Allowable Charge specified in Plan Description and Fee Schedule as payment in full for Eligible Dental Services provided to Covered Patients, less any applicable co-payments or deductibles. If Dentist's Usual and Customary Charge is less than the Maximum Allowable Charge, Dentist shall instead charge for Eligible Dental Services, and be paid by ASO, the Plan, or Covered Patient, on the basis of Dentist's Usual and Customary Charges. Dentist understands and agrees that under the Plans listed on Exhibit A, Covered Patients shall be solely responsible to Dentist for dental services rendered by Dentist, and that neither ASO nor any Plan shall be responsible for, and Dentist shall be solely responsible for, the collection of any such payment owed by Covered Patients to Dentist.

<u>Section I.14</u> <u>Assignment of Benefits</u>. All payments by ASO or a Plan pursuant to this Agreement shall be made directly to Dentist, rather than to Covered Patients, if Dentist has accepted an assignment of benefits from the applicable Covered Patient. Dentist agrees to use best efforts to procure an assignment of benefits from Covered Patients.

<u>Section I.15</u> <u>Hold harmless</u>. Dentist agrees that in no event, including, but not limited to, non-payment by any Plan for Eligible Dental Services rendered to Covered Patients by Dentist, insolvency of Plan, or breach by ASO of any term or condition of this Agreement, shall Dentist bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Covered Patient or persons acting on behalf of the Covered Patient for Eligible Dental Services eligible for reimbursement under this Agreement or any Plan; provided, however, that Dentist may collect from the Covered Patient (i) any copayments, coinsurance, or deductibles applicable to Eligible Dental Services, (ii) charges for services that are not covered as benefits under the Covered Patient's Plan, or (iii) charges for services rendered by Dentist under the Plans listed on Exhibit A. This provision shall survive termination or expiration of the Agreement.

<u>Section I.16</u> <u>Overpayments</u>. Dentist shall promptly refund to ASO any overpayment made by ASO to Dentist. In the event that ASO believes Dentist has not promptly refunded any overpayment, ASO shall have the right to make corrective adjustments to payments to Dentist to offset amounts owed to ASO. ASO also reserves the right to audit, upon reasonable notice, all records and books (including electronic versions of same) related to claims ASO has administered or paid, to pursue recovery of such overpayments. This provision shall survive termination of this Agreement.

TERM AND TERMINATION

Section I.17 Term. The term of this Agreement shall commence as of the Effective Date specified in the first paragraph of this Agreement, and shall continue in effect until terminated as set forth below.

<u>Section I.18</u> <u>Termination without Cause</u>. Either Dentist or ASO may terminate this Agreement by giving 30 days written notice. Upon termination of this Agreement, Dentist shall (i) notify all Covered Patients in such Dentist's care that the Agreement has been terminated prior to provision of further services, (ii) at ASO option, continue to provide, in accordance with the terms of this Agreement, Eligible Dental Services to any Covered Patients in Dentist's care at the time of such termination, until such Covered Patients can be transferred to the care of another dentist by ASO, and (iii) provide copies of patient records, including x-rays and files, as reasonably requested by ASO or Covered Patient's dental services provider other than Dentist, in order to facilitate continuity of treatment in accordance with all applicable laws and regulations pertaining to confidentiality of records.

<u>Section I.19</u> <u>Immediate Termination</u>. ASO may terminate this contract immediately for reasonable cause. Such termination shall be communicated in writing by ASO. Dentist agrees that reasonable cause shall include, but is not limited to: (1) a revocation, active or stayed suspension or restriction placed on Dentist professional license, certification, or registration; (2) Dentist's failure to maintain required professional liability insurance and general liability insurance; (3) Dentist's being subject to a disciplinary action by a governmental program, licensing, professional registration or certification authority, or hospital privileging authority; (4) Dentist's having restrictions placed on Dentist's DEA certificate; (5) ASO having reasonable suspicion that Dentist has committed fraud against ASO; (6) Dentist's having misrepresented information, or Dentist's having omitted information on Dentist's application/attestation or other materials submitted in connection with credentialing/ recredentialing; (7) Dentist's failure to meet or maintain credentialing/recredentialing criteria; (8) Dentist's being arrested, indicted, convicted of, or pleading guilty to a criminal offense; (9) Dentist's failure to abide by the terms and conditions of this Agreement or any policies, rules and procedures established or which may be established by ASO.

<u>Section I.20</u> <u>Continuing Care</u>. Upon termination of this Agreement for any reason, Dentist agrees to continue to provide to any Covered Patient any Eligible Dental Services, which have not been satisfactorily completed at the time of termination for which Dentist has been paid in advance under this Agreement, until such Eligible Dental Services are satisfactorily completed. Both parties also hereby agree that, upon termination, this Agreement shall continue as if it is still in effect with respect to any Covered Patient then receiving ongoing care from Dentist, until such time as the Covered Patient can be transferred to another participating dentist without risk of harm to such Covered Patient. This provision shall survive termination of this Agreement.

GENERAL PROVISIONS

<u>Section I.21</u> <u>Dentist Professional Responsibility</u>. This Agreement is not intended to infringe on Dentist's freedom of choice in accepting a patient. In performing under the terms of this Agreement, Dentist is operating as an independent contractor and ASO shall not exercise any control or direction over services provided by Dentist.

<u>Section I.22</u> <u>Independent Contractors</u>. No provision of this Agreement shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement. Neither of the parties, nor any of their respective employees, shall be construed to be the agent, employee or representative of the other; nor does either party have an express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other party.

<u>Section I.23</u> <u>Liability of the Parties</u>. The rights and obligations of ASO or any Affiliates shall apply to each entity only with respect to that entity's Plans. Dentist acknowledges and agrees that Dentist has not entered into this Agreement based upon representations by any person other than ASO and that no person, entity, or organization other than ASO shall be held accountable or liable to Dentist for any of ASO obligations to Dentist created under this Agreement. Either Party's liability, if any, for damages to the other Party for any cause whatsoever arising out of or related to this Agreement, and regardless of the form of the action, shall be limited to the damaged Party's actual damages. Neither Party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever sustained as a result of a breach of this Agreement or any action, inaction, alleged tortious conduct, or delay by the other Party.

<u>Section I.24</u> <u>No Waiver</u>. The failure of either party to enforce or insist upon compliance with any provisions of this Agreement in any instance shall not be construed as or constitute a waiver of that party's right to enforce or insist upon compliance with such provision, rule or regulation, either currently or in the future.

<u>Section I.25</u> <u>Amendment</u>. This Agreement may be amended at any time upon the mutual written consent of the parties. In addition, this Agreement may be amended by ASO upon 60 days advance written notice to Dentist. Dentist may choose to terminate the Agreement upon notice as specified in Section 4.2, should Dentist not agree to any ASO unilateral amendment or, in the alternative, negotiate an amendment mutually acceptable to ASO and to Dentist.

<u>Section I.26</u> <u>Assignment</u>. ASO reserves the right to subcontract or assign this Agreement or any part thereof, except where prohibited by law, without consent of Dentist. As this Agreement is meant to secure the personal and individual services of Dentist, Dentist may not assign this Agreement without consent of ASO.

<u>Section I.27</u> <u>Enforceability: Invalidity</u>. If any part of this Agreement is held to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

<u>Section I.28</u> <u>Notices</u>. Notices required by the Agreement shall be sent to the addresses of the parties specified below. Notice shall be effective only if given in writing and sent by overnight delivery service with proof of receipt, or by certified mail return receipt requested.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by their duly authorized officers or other person authorized to execute this Agreement, intending to be legally bound hereby.

DENTIST

ASO,INC

By: Print Name, including degree

Dentist's Signature

Tax ID Number

Address for Notice

Address

City

State Zip

By: Print Name

Signature

Title

Address for Notice

Administrative Services Only, Inc 303 Merrick Road, Suite 300 Lynbrook, NY 11563

Attn: Alan Sachs

EXHIBIT A

PLANS

Dentist has initialed, in the chart below, each Plan in which Dentist wishes to Participate under the terms of this Agreement. Dentist acknowledges that Dentist will not be considered for participation in Plans that Dentist has not initialed. Dentist also acknowledges that initialing below constitutes intent to participate in such Plans, but that Dentist shall not actually become a participating dentist for such Plans until satisfactory completion of Dentist's credentialing by ASO, and acceptance of Dentist's participation by both ASO and by the applicable Plan.

INITIALS	PLAN NAME	INITIALS	PLAN NAME
	Farmingdale Federation of Teachers		Doctor's Council Welfare Fund
	Council of Supervisors and Administrators		UCE of FIT Welfare Fund
	New York City District Council of Carpenters Welfare Fund		Local 153 Health Fund
	Sanitation Officers Local 444		Hastings Teachers Association
	Management Labor Local 1730 ILA		Roslyn Teachers Benefit Fund
	Consolidated Edison Co of NY EPO		Teamsters Local 966
	Mount Vernon Federation of Teachers		Pine Bush Teachers Association
	IATSE National Health Fund		MetroDent Dental Plan
	Hastings Auxiliary		MetroDent Premier Dental Plan
	Valley Central Teachers Association		New Rochelle FUSE Welfare Fund
	Organization of Staff Analysts		Citywide Associates of Law Assistants Welfare Fund
	Port Chester Teachers Association		North Shore Schools Federated Employees Benefit Trust Fund
	Metrodent Plus		Metrodent Max