

Memorandum of Agreement Adult Dental Program

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNDLAND AND LABRADOR**, as represented by the Minister of Health and Community Service ("the Minister")

AND: **THE NEWFOUNDLAND AND LABRADOR DENTAL ASSOCIATION ("NLDA")**

(collectively referred to as the "Parties")

WHEREAS: The NLDA represents dentists of the province of Newfoundland and Labrador;

AND WHEREAS: The Minister is desirous of providing dental health care to beneficiaries of the Foundation program of the Newfoundland and Labrador Prescription Drug Program (NLPDP);

THEREFORE, the Parties agree to the conditions and provisions stipulated in the following Memorandum of Agreement.

1.0 DEFINITION

1.1 "Dentist" includes for the purposes of this Agreement, a **dental** specialist.

2.0 PURPOSE

2.1 The Adult Dental Program covers all beneficiaries aged eighteen years and older who are enrolled in the Foundation Plan of the NLPDP, but does not include the denture component of the Adult Dental Program.

2.2 The Dentist will ensure that the patient presents the necessary documentation indicating eligibility for dental services **and that the documentation is valid and effective for the date of delivery of services.**

3.0 DURATION

3.1 The Parties agree that this Agreement will be effective April 01, 2018 and will expire March 31, 2022



- A. The first year of the Agreement will commence April 01, **2018** and will expire March 31, 2019
 - B. The second year of the Agreement will commence April 01, **2019** and will expire March 31, **2020**
 - C. The third year of the Agreement will commence April 01, **2020** and will expire March 31, **2021**
 - D. The fourth year of the Agreement will commence April 1, **2021** and will expire March 31, **2022**
- 3.2 The NLDA will inform DOHCS in writing within six (6) months prior to expiry of this Agreement of its intention to negotiate a new Agreement.

4.0 FEES

- 4.1 The maximum allowable fees for dental services covered under the Adult Dental Program are set out in the **Adult Dental Plan (ADP)** Payment Schedule and appended hereto as Appendix "A". Dentists who accept patients under the Adult Dental Program agree that payment under the **ADP** Payment Schedule will constitute payment in full by DOHCS for services covered under the Adult Dental Program.
- 4.2 The Parties agree that fees paid by DOHCS to NLDA members under the **ADP** Payment Schedule for each service covered under the Adult Dental Program will increase according to the following schedule:

Year 1	Year 2	Year 3	Year 4
0%	0%	0%	0%

- 4.3 **Effective April 1, 2018 the annual cap for basic and restorative services under the ADP will be \$300**
- 4.4 **Services not covered** - For services not covered under the Adult Dental Program, the dentist may enter into a payment arrangement directly with the patient. In no circumstances will the DOHCS be expected or required to pay for services rendered outside of the Adult Dental Program **unless a Prior Approval has been assigned for those services.**
- 4.5 For services provided beyond the patient's annual cap, the patient and provider may enter into a payment agreement for these services. Fees may be based on the NLDA Suggested Fee Guide.



5.0 PAYER OF LAST RESORT

- 5.1 The Parties agree that the DOHCS is payer of last resort.
- 5.2 The dentist will ask the patient prior to the provision of services whether they have dental insurance and have the patient fill out and sign a form indicating yes or no to private insurance coverage.
- (a) If patient does not have dental insurance, the dentist will invoice the ADP according to the ADP Dental Health Plan Payment Schedule for the full amount of the listed fee for that service. The patient will not be invoiced any amount for any service.
- (b) If a parent/guardian has dental insurance, the dentist will identify/determine the percentage of coverage paid by the insurer and bill the Adult Dental Program fee to the insurer. The third party insurance policy can be billed 100% of the fee listed in this Memorandum of Agreement in anticipation of receiving back an amount equal to the percentage of the service indicated in the third party insurance policy. For example, for a \$100 service and a 80/20 insurance policy, 20% will be billed to MCP and paid at \$20, while \$100 will be billed to the insurer and paid at \$80.

6.0 CLAIMS INTEGRITY

- 6.1 Claims submitted to MCP are subject to audit by the Audit Division of MCP using the same policy/procedures employed in the audit of the Surgical Dental Program.
- 6.2 The dentist is responsible for record keeping. In the event of a request for services provided or audit, those services not itemized and described are deemed not to have been provided.
- 6.3 Government agrees to publish the steps followed in an audit on their website under Provider Information

7.0 DENTAL MONITORING COMMITTEE

- 7.1 The Dental Monitoring Committee is continued as per the Terms of Reference attached hereto as Appendix "B".

8.0 DENTAL LIAISON COMMITTEE

- 8.1 The Dental Liaison Committee is continued.


3


9.0 NOTICES

- 9.1 Any notice to be given by one party to the other according to this Agreement shall be delivered personally or by courier; electronic mail; or mailed by prepaid registered post to the following address:

to the NLDA:

Mr. Anthony W. Patey, Executive Director
Newfoundland and Labrador Dental Association
Suite 102, 1 Centennial St.
Mt. Pearl, NL A1N 0C9
nfdental@nfld.net

to the Minister:

Dr. E.J. Williams, Dental **Consultant**
Department of Health & Community Services
Government of Newfoundland and Labrador
P. O. Box 8700
St. John's, NL A1B 4J6

Or such other address that the Parties may advise in writing from time to time.

- 9.2 The parties agree to provide written notice to each other in the event that their contact information changes.

10.0 AMENDMENTS IN WRITING

- 10.1 This Agreement can only be amended in writing when signed by each of the parties, following which such written amendment will be attached to, and form part of this Agreement.

11.0 ENTIRE AGREEMENT

- 11.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications and other agreements.
- 11.2 The Parties agree that nothing in this Agreement derogates from the Parties' legislated responsibilities or the Minister's ability, at his sole discretion, to make operational, program or policy changes.

12.0 WAIVER

- 12.1 The failure of a Party to insist upon or enforce in any instance strict performance by the other Party of any terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of that Party's right to assert or rely upon any such terms or rights on any future occasion.


13.0 GENERAL

- 13.1 If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.
- 13.2 The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- 13.3 This Agreement shall ensure to the benefit of, and be binding upon, the respective successors and permitted assigns of the Parties.
- 13.4 This Agreement shall be governed and construed in accordance with the laws of the Province of Newfoundland and Labrador.
- 13.5 **Dental Health Program statistics will be shared with the NLDA. These statistics will include fee codes by capacity as well as other statistics as agreed upon by the NLDA and government. Statistics will be cleaned of any personal /private information.**


5


IN WITNESS WHEREOF the parties have executed this agreement on the day of **March**,
2018

SIGNED on behalf of Her Majesty the Queen in Right of Newfoundland & Labrador by the Honourable John Haggie, Minister of Health & Community Services, in the presence of the witness hereto subscribing:



Witness


Hon. John Haggie

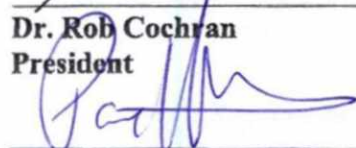
SIGNED on behalf of the Newfoundland & Labrador Dental Association by its proper officers in the presence of the witness hereto subscribing:

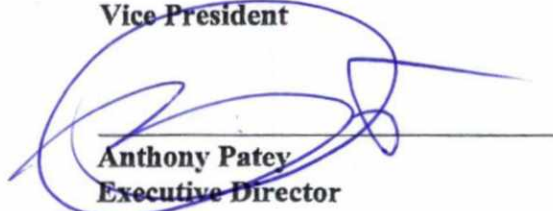
Witness

Witness

Witness


Dr. Rob Cochran
President


Dr. Paul Hurley
Vice President


Anthony Patey
Executive Director

Appendix "A"

ADULT DENTAL HEALTH PROGRAM

PREAMBLE TO THE ADULT DENTAL HEALTH PLAN PAYMENT SCHEDULE

1.0 This Payment Schedule has been prepared to assist providers in the preparation of claims for **eligible** services rendered under the Adult Dental Program, effective April 1st, 2018

2.0 DEFINITIONS

2.1 Fee

The amount listed in this Payment Schedule for each service covered under the Adult Dental Program.

2.2 Difference Billing

2.2.1 This definition only applies to patients who have dental insurance.

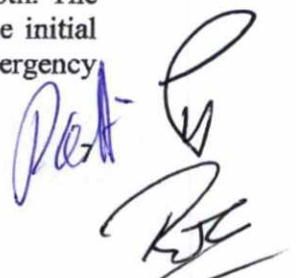
2.2.2 The provider will invoice the insurer or the patient the full 100% **of the ADP fee as listed in the ADP Payment Schedule** for services provided. There are two possible scenarios:

(a) Where the private insurance coverage is 80%, if the provider invoices the insurer directly and the insurer provides payment that is less than 80% of the Dental Health Plan rate, the provider may invoice the patient for the difference. This amount is called Difference Billing.

(b) Where the private insurance coverage is 80%, if the provider invoices the patient directly, the patient will pay the dentist the total 80% of the Dental Health Plan rate and will seek reimbursement from their insurer for the amount permitted under their policy. If there is a difference between what the patient pays the provider and what they receive from their insurer, the patient will be responsible for this amount.

2.3 Emergency Exam

2.3.1 Refers to a situation where a dentist sees a patient on an emergency basis, diagnoses the presenting complaint and provides treatment. The patient must be seen on an urgent basis as a result of pain, infection or trauma (Remarks Codes 63, 64 or 65). Patients presenting with an infection may qualify for an emergency exam if treatment consists of prescribing an antibiotic for future extraction/treatment of the tooth. The subsequent extraction/treatment must be performed within one month of the initial presentation. The extraction/treatment appointment does not qualify for an emergency



exam. Emergency exams are not eligible on the day of service when treatment is performed in a scheduled hospital (Operating Room) environment. Follow-up appointments to an emergency presentation cannot be billed as an emergency appointment.

3.0 ELIGIBILITY

3.1 (a) Adult Dental Program: "Basic Services" only as listed in the Adult Dental Program Payment Schedule.

- (i) Limited to clients enrolled under the Foundation Plan of the Newfoundland and Labrador Prescription Drug Program (NLPDP).
- (ii) Dental Health Plan coverage, for eligible adults, as listed in the Adult Payment Schedule.
- (iii) No preventive services (no cleanings and/or fluorides)
- (iv) Proof of eligibility required. For adults enrolled in the Foundation Plan from the Department of Advanced Education Skills and Labour (AESL): an MCP number, AESL PIN number and File number are required for billing purposes. This will be the vast majority of cases.

For adults enrolled in The Foundation Plan but NOT transferred from AESL (e.g. ambulance cards from Regional Health Authorities), confirmation of enrolment should be obtained from NLPDP offices.

To aid assessors on RHA eligible patients, a note on your submission for payment, indicating "RHA Coverage" will help prevent TADs.

Eligibility letters for beneficiaries not transferred from AESL will have the designation RHA on top right of the body of the letter.

Confirmation of eligibility by dental offices can be done via a toll free number: 1-888-859-3535. **A valid MCP number will be required for purposes of identification.**

3.2 For existing programs, as well as any formally announced expansions to the Dental Health Plan, the **dentist** should ensure that the patient presents the necessary documentation indicating eligibility for dental services.

3.3 Providers who wish to explore the possibility of other treatment for individuals in this category should contact the Dental **Consultant** for verification of eligibility under the Dental Health Plan. For extraordinary cases, these requests may be placed before the Dental Monitoring Committee for adjudication and recommendation to the DOHCS Minister.


8

- 3.4 Only those dental services listed in this Payment Schedule, or specifically itemized in a Prior Approval will be paid through the Dental Health Plan. Those which require Prior Approval are noted as such in the Payment Schedule.

4.0 REMARKS CODES

Fee codes that require Remarks Codes are identified in the Payment Schedule by an asterisk (*). A listing of these codes is shown in the **Dental** Information Manual.

- 4.1 63: Patient seen as a result of pain
4.2 64: Patient seen as a result of infection
4.3 65: Patient seen as a result of trauma

5.0 PRIOR APPROVAL

A "Prior Approval" Number is no longer required for basic services. In cases where treatment costs are greater than the patient's annual cap, Prior Approval may be requested through MCP offices in Grand Falls -Windsor.

6.0 INDEPENDENT CONSIDERATION

An Independent Consideration (IC) form may be used to explain a claim made without a required Prior Approval Number or where an adequate Remarks Code is not available.

7.0 TIME LIMITS

Claims must be submitted within 120 days from the date services are completed. Late claims should be sent as a separate batch apart from regular claims. A letter referring to the batch number, giving a full explanation for the delay should be sent to the Claims Processing Manager.

8.0 LABORATORY PROCEDURES

- 8.1 A laboratory procedure done in-office may be claimed at a fee comparable to a Newfoundland commercial laboratory fee **and to a maximum of 2/3 of the service fee requiring the laboratory work.**
- 8.2 For laboratory procedures, a billing statement is not routinely required, but verification of the claimed amount must be available upon request by the Dental Health Plan.
- 8.3 All laboratory procedures must be claimed using fee code 86050.

9
RJE

9.0 INCOME SUPPORT PROGRAM

9.1 The Department of Advanced Education Skills and Labour (AESL) does not authorize the provision of, or payment for, any dental treatment. The Department verifies only the patient's inability to pay for treatment.

9.2 All recipients of Income Support are enrolled in the Foundation Plan. A valid MCP number, AESL identification number, AESL file number (Income Support Card) must be noted on the claim form.

NOTE: Providers should verify the date/validity of these numbers and be prepared to substantiate that validity for the date of the dental service rendered.

9.3 Fees payable by the Dental Health Plan are as listed in the Payment Schedule.

9.4 Scaling and/or other periodontal procedures are not eligible under the Adult Dental Program.

10.0 PORTABILITY

Benefits of this Plan are not portable outside the Province of Newfoundland and Labrador

11.0 LIMITS

Claims for treatment provided while patient was not eligible under the Foundation, Plan at the time of delivery of treatment and claims for treatment provided after expiration of a Prior Approval, will not be accepted for payment.

12.0 FREQUENCY

12.1 EXAMINATIONS, X-RAYS AND RESTORATIONS

12.1.1 Persons aged 18 years and older and covered under the Foundation Plan will be eligible for an examination and two bitewing x-rays every 36 months. Basic restorations as listed in the Adult Dental Payment Schedule are eligible once every 36 months. Cleanings and fluorides are not eligible under the Adult Dental Program.

12.1.2 Emergency examination: An emergency examination is payable when the patient is seen **on an urgent basis** as a result of pain, infection or trauma. A Remarks Code is required for this fee code. (See 2.3.1)

13.0 ORTHODONTIC TREATMENT

13.1 Orthodontic service is not included in the Dental Health Plan except if essential to the treatment of maxillary clefts of hard tissue or in other cases approved following

recommendation by the Dental Monitoring Committee.

Decision of approval for payment **shall** be made by the DOHCS upon recommendation of the Dental Monitoring Committee.

- 13.2 In a situation where a provider requests approval of payment for Orthodontic Treatment, the provider should obtain a "Prior Approval" for payment for study models. These models should be forwarded to the Dental **Consultant**, together with a detailed report of the malocclusion and its sequelae. Information should include details on **financial need, functionality, pain**, and the source of the request for treatment; whether coming from the provider, the patient or the patient's parent(s).

A decision will be made by the Dental health Plan as to the necessity of a full orthodontic workup by the provider and its presentation to the Monitoring Committee.

14.0 MISCELLANEOUS

- 14.1 Deciduous central and lateral incisors are covered only for removal.
- 14.1.2 Restorations are payable in all deciduous canines.
- 14.1.3 Stainless steel crowns are restricted to deciduous molars.
- 14.1.4 Restorations redone within a 5 month interval are not payable at full fees except if the repeat restoration was the result of trauma. A claim should be submitted as IC with an explanation.
- 14.1.5 A full fee for a permanent restoration is not payable if a sedative dressing (86400) was placed the same day or in the previous 42 days.
- 14.1.6 Services costing in excess of the annual basic services cap for beneficiaries may be billed at NLDA rates.
- 14.1.7 Effective April 1, 2018 and until further notice the annual cap for basic services will be \$ 300
- 14.1.8 Notifications to NLDA members about any changes made to the Adult Dental Program will be distributed by DOHCS via Dental Newsletter.

11



April 1st, 2018

Appendix "B"

DENTAL MONITORING COMMITTEE

TERMS OF REFERENCE

PURPOSE

- The Committee shall be assigned the responsibility of reviewing and making recommendations to the DOHCS Minister regarding complex dental claims which are referred to the Committee by the DOHCS Dental Consultant.

MEMBERSHIP

- The Dental Monitoring Committee shall consist of:
 - Five voting members, all of whom shall be dentists licensed to practice in Newfoundland and Labrador;
 - DOHCS' Dental Consultant shall be a permanent, non-voting committee members;
 - DOHCS' MCP Manager of Claims Processing shall be a permanent, non-voting committee member;
 - DOHCS may appoint one administrative support position as a permanent, non-voting committee member.
- The NLDA may recommend individuals as candidates for the position of voting members, and the Minister of DOHCS shall consider such recommendations.
- Voting members shall be appointed by the DOHCS Minister for a three year term.
- Whenever possible, to ensure continuity of committee experience, terms for voting members will be staggered.
- No voting members will serve more than two consecutive terms. A voting member may serve subsequent terms, provided that there is a three year break in service after two consecutive terms.

COMMITTEE CHAIR

- The Dental Consultant will be Chairperson.
- Meetings shall not proceed in the absence of the Chairperson, unless he has appointed a DOHCS representative to act in his stead.

QUORUM

- Three voting members are necessary for a quorum.

MEETING TIMES AND DATES

- The Committee will meet quarterly.
- The dates of the meeting will be posted on the NLDA website six months in advance.
- Any adjustment to the meeting schedule will be broadcast to all members who could potentially submit a case to the Committee.
- Additional meetings may be called at the discretion of the Chairperson.

RECORDS OF DECISIONS

- A Record of Decisions shall be kept by the Chairperson for all meetings.
- All discussions will be held under executive privilege, therefore there will be no records of such discussions.
- A Record of Decisions shall be available to the DOHCS Minister, Deputy Minister, and Executive and to the NLDA Executive Committee.

REMUNERATION

- Voting members will be remunerated in accordance with established Committee rates as per current Government policy.
- Out of town voting members will be reimbursed for travel expenses as per current Government policy.

VOTING

- All decisions of the Committee shall be made by majority vote.



17