Memorandum of Agreement

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF NEWFOUNLDLAND 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;

WHEREAS: The Minister is desirous of providing publicly funded dental health care to children and youth of the province of Newfoundland and Labrador

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 Children's Dental Health Plan includes the following programs:

a) Children's Dental Program includes all services listed for individuals **under the age of thirteen years**, except where otherwise noted in the **CDHP** Payment Schedule.

b) Youth Income Support Dental Program includes "Basic" Services only, as listed in the **payment schedule in this Memorandum of Agreement** for children 13 to 17 years of age inclusive whose family are recipients of Income Support; and

c) Low Income (Access) Dental Program includes "Basic" Services only, as listed in the **payment schedule in this Memorandum of Agreement** for **youth** who are eligible for and enrolled in the Access Plan of the Newfoundland and Labrador Prescription Drug Program.

NOTE: Dentists 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 Scaling, or other periodontal procedures is not provided in this Plan.

10. PORTABILITY

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

11. LIMITS

Except for root canal or crown/bridge work treatment begun within the appropriate age, claims for treatment beyond the expiry limits of the Programs described will not be accepted for payment

12. FREQUENCY

12.1 **EXAMINATIONS, CLEANINGS, FLUORIDE, X-RAYS AND RESTORATIONS**

12.1.1 Children **under the age of thirteen** are eligible for one examination every 6 months and one dental cleaning and fluoride treatment every 12 months.

Children aged 6 to 12 years are eligible for one fluoride treatment every 12 months

Bitewing x-rays are payable at the rate of two per patient, at two-year intervals when related to routine dental examinations.

Single periapical x-rays may be used if necessary to investigate an emergency situation. Such a situation will require specific and clearly detailed documentation **and will require a Remarks Code or be submitted as IC (Independent Consideration).**

12.1.2 For deciduous teeth, the MCP Payment Schedule is based upon the cost of amalgam fillings. Parents may request composite fillings for deciduous teeth and may pay the variance between MCP Payment Schedule fee code range 86420 to 86450 and the comparable NLDA fee codes that provide for composite fillings.

12.1.3 For fillings of permanent teeth, the use of either amalgam or composite fillings will be at the discretion of the dentist and the **CDHP** rates listed will apply.

13.0 SEALANTS

- **Are** limited to permanent molar teeth and restricted to occlusal surfaces only.
- All Children under the Children's Dental Health Plan (CDHP) aged 5 years to 12 years inclusive are eligible.
- Sealants will be limited to one application per tooth under the CDHP.
- Claims for sealants will be denied if treatment history shows restorations involving occlusal surfaces.

14. YOUTH PROGRAMS

14.1 Persons aged 13 to 17 inclusive, receiving Income Support or whose families are enrolled in the Access Plan of the NLPDP, are eligible for one examination every 24 months (determined from the month in which the last examination was performed) and two bitewing x-rays every 24 months.

A single bitewing or periapical x-ray film may be used if necessary to resolve an emergency situation. Such a situation will require specific and clearly detailed documentation. Claims must be submitted as IC, especially if the clinical situation required more than a single film, and the appropriate Remarks Code is required.

14.2 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.

14.3 **Specific oral examination**

This category is intended to provide for **a follow-up appointment to an emergency when the emergency was the result of trauma.** This fee code requires a Remarks Code.

15. ORTHODONTIC TREATMENT

15.1 Orthodontic service is not included in the Dental Health Plan except if it is essential to the treatment of maxillary clefts of hard tissue - or in other cases **approved following recommendation** by the Dental Monitoring Committee.

15.2 In a situation where a dentist requests MCP 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, **financial need, functionality, pain** and the source of the request for treatment; whether coming from the dentist, the patient, or from the patient's parent(s).

A decision will be made by **the Dental Consultant** as to the necessity of a full orthodontic workup by the **dentist** and its presentation to the Monitoring Committee.

16. FRACTURED PERMANENT ANTERIOR TEETH

16. 1 Payment for Porcelain Crowns, or Porcelain fused to Metal Crowns is restricted to permanent anterior teeth which also require pulpal treatment as a result of traumatic fracture.

16.2 Crowns will not be paid for teeth that required endodontic treatment but damage to the tooth consisted of involvement of two surfaces or less.

16.3 Restoration to seal an access opening is not deemed a surface for the intent of the above position.

17. ENDODONTIC SERVICES

17.1 Limited to permanent anterior teeth

17.2 Root Canal must have been necessitated as a result of trauma

17.3 History of trauma must be documented and include date of trauma, condition tooth prior to trauma and any treatment provided prior to the start of endodontic treatment.

17.4 A Prior Approval is required

18. MISCELLANEOUS

18.1 Deciduous central and lateral incisors are covered only for removal.

18.2 Restorations are payable in all deciduous canines.

18.3 Stainless steel crowns are restricted to deciduous molars.

18.4 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.

18.5 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.

19. PEDODONTIST (PEDIATRIC DENTIST) COVERAGE

19.1 Patients may be referred to a certified Pedodontist by a dentist or physician when the referral is necessitated by the complex nature of the dental problem. The name of the referring practitioner must be retained by the Pedodontist as part of the Patient's Treatment Record.

19.2 Fees for insured procedures, performed by a certified Pedodontist on a non-referred patient, will be those listed in the MCP Dental Health Plan Payment Schedule for general dentists.

Fees for insured procedures, performed by a certified Pedodontist on properly referred patients, will be those listed in the MCP Dental Health Plan Payment Schedule for Dental Specialists.

19.3 Any in-hospital treatment procedures performed by a certified Pedodontist, and which are covered by the MCP Surgical-Dental Program, should be billed to that Program, according to the MCP Surgical-Dental rates, definitions and guidelines.

19.4 Services provided wholly by a licensed Level II assistant or a dental hygienist must be billed at general dentist rates.

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

The DOHCS's Dental Consultant shall be a permanent, non-voting committee member

The DOHCS's MCP Manager of Claims Processing shall be a permanent non-voting member

The 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 member, and the Minister of the DOHCS shall consider such recommendations.

Voting members shall be appointed by the Minister for a three year term.

Whenever possible, to ensure continuity of committee experience, terms for voting members will be staggered.

No voting member shall serve more than two consecutive terms. A voting member may serve subsequent terms provided there is a three year break in service after his/her two consecutive terms.

COMMITTEE CHAIR

The Dental Consultant shall be the chairperson

Meetings will not proceed in the absence of the Chairperson, unless he/she has appointed a DOHCS representative to act in his/her stead.

QUORUM

Three voting members shall constitute a quorum.

MEETING TIMES AND DATES

The committee will meet quarterly.

The dates of the meeting will be made available to the NLDA six months in advance of future DMC meetings.

The NLDA will be informed of any rescheduling of meetings.

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 shall be held under executive privilege.

A Record of Decisions shall be made available to the DOHCS Minister and NLDA Executive Committee following the meeting of the DMC.

The format of the Record of Decisions will be agreed upon by NLDA Executive Committee and the Dental Consultant.

Remuneration

Voting members will be remunerated in accordance with established committee rates as per 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 by majority vote.

3.0 DURATION

3.1 The parties agree that this agreement will be effective April 1, 2018 and will expire March 31, 2022:

A. The first year of the agreement will commence April 1, 2018 and will expire March 31, 2019;

B. The second year of the agreement will commence April 1, 2019 and will expire March 31, 2020;

C. The third year of the agreement will commence April 1, 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 Children's Dental Health Plan are set out in the Children's Dental Health Plan Payment Schedule and appended hereto as Appendix "A". Dentists who accept patients under the Children's Dental Health Plan agree that payment under the Children's Dental Health Plan Payment Schedule will constitute payment in full by DOHCS for services covered under the Children's Dental Health Plan.

4.2 Specialist fees are the negotiated rates for a general dentist plus 20%

4.3 The parties agree that fees paid by DOHCS to NLDA members under the Children's Dental Health Plan Payment Schedule for each service covered under the CDHP will increase according to the following schedule:

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

4.4 Services not covered – For services not covered under the Children's Dental Health Plan, the dentist may enter into a payment arrangement directly with the patient/guardian. In no circumstances will DOHCS be expected or required to pay for services rendered outside of the CDHP. Services adjudicated by the Dental Monitoring Committee will be accepted as recommendations only and coverage will be at the discretion of the Minister.

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 CDHP** according to the **CDHP** 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 the percentage of coverage paid by the insurer and bill the Children's Dental Health Plan 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.

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 AIN OC9
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.

9.3 When the Department of Health and Community Services sends general communication to all members of the NLDA, the NLDA will be copied on same.

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 cons1rued 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.

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:

Colleen Power
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

Dr. Robert Cochran
President

Witness

Dr. Paul Hurley
Vice President

Witness

Anthony Patey
Executive Director

DENTAL HEALTH PLAN

APPENDIX "A"

CDHP Preamble

1. This Payment Schedule has been prepared to assist dentists in the preparation of claims for **eligible** services rendered under the Dental Health Plan, **effective April 1, 2018.**

2. **DEFINITIONS**

2.1 **Fee**

The amount listed in **the CDHP** Payment Schedule for each service covered under the Children's Dental Health Plan.

2.2 **Difference Billing**

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

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

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

(b) Where the private insurance coverage is 80%, if the dentist 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 dentist 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 This Plan provides payment for dental services through:

(a) The Children's Dental Program: All services listed for individuals **under the age of thirteen years**, except where otherwise noted in the Payment Section.

(b) The Income Support Youth Program: "Basic" Services only, as listed in the Payment Schedule, for children ages 13-17 years of age inclusive whose family are recipients of Income Support. 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.

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.

(c) Access Plan Youth Enhancement (Low Income): "Basic" Service only, as listed in the Payment Schedule, for children ages 13-17 **who are enrolled in the Access Plan of the NLPDP**

3.2 Proof of eligibility must be given to the dental office at the time of presentation for treatment

3.3 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.

3.4 Dentists who wish to explore the possibility of other treatment for individuals in this category must contact the Dental Consultant for verification of eligibility in the Dental Health Plan before bringing the request to the **Department of Advanced Education, Skills and Labour**

3.5 Only those dental services listed in this Payment Schedule, **or specifically authorized through the issuance of a Prior Approval,** will be paid through the Dental Health Plan. Those which require Prior Approval are noted as such in the **CDHP** Payment Schedule.

4. **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. **PRIOR APPROVAL**

Certain fee codes require Prior Approval as identified in the CDHP Payment Schedule. For these services a Prior Approval is required before payment.

6. **INDEPENDENT CONSIDERATION**

An I.C. 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. **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. **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 MCP.

8.3 All laboratory procedures must be claimed using fee code 86050.

9. **INCOME SUPPORT PROGRAM**

9.1 The Department of **Advanced Education, Skills and Labour** does not authorize the provision of, or payment for, any dental treatment which is payable by MCP. The Department verifies only the patient's inability to pay for treatment.

9.2 Income Support recipients must have evidence of inability to pay from the Department of **Advanced Education Skills and Labour**. For all recipients the identification number (Income Support Card Number) and the patient's File Number must be noted on the claim form.