

AB#
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46231-26
41235-04

DENTAL CONTRACT

BETWEEN THE

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF CHILDREN AND FAMILY SERVICES
AND**

DR. SARAH BILLESBACH

This contract is entered into by and between the Nebraska Department of Health and Human Services, **DIVISION OF CHILDREN AND FAMILY SERVICES** (hereinafter "DHHS"), and **DR. SARAH BILLESBACH** (hereinafter "Contractor").

PURPOSE. The purpose of this contract is for the provision of Dental Services to the youth committed to the Youth Rehabilitation and Treatment Center – Geneva.

I. TERM AND TERMINATION

- A. TERM. This contract is in effect from October 01, 2009 until June 30, 2010.
- B. TERMINATION. This contract may be terminated at any time upon mutual written consent or by either party for any reason upon submission of written notice to the other party at least Thirty (30) days prior to the effective date of termination. DHHS may also terminate this contract in accord with the provisions designated "FUNDING AVAILABILITY" and "BREACH OF CONTRACT." In the event either party terminates this contract, the Contractor shall provide to DHHS all work in progress, work completed, and materials provided to it by DHHS in connection with this contract immediately.

II. CONSIDERATION

- A. TOTAL PAYMENT. The Department agrees to pay the Contractor the total amount not to exceed \$20,000.00 (Twenty thousand dollars) for the services specified herein.
- B. PAYMENT STRUCTURE.
1. The Department agrees to pay the Contractor based on the attached Medicaid schedule, plus mileage between Omaha, Nebraska and Geneva, Nebraska round trip at the current State rate. The Contractor reserves the right to follow the Medicaid schedule with changes made to the rate schedule during the year 09-10, with proper notification to the Department. When a procedure is not on the Medicaid schedule, charges will not exceed the rates charged to the general public.

each youth, and amount for each service, with a total for services rendered during said month, and the mileage per round trip. Payment will be made within 45 days of receipt of the statement.

III. SCOPE OF SERVICES

- A. The Contractor agrees to perform the following services:
1. All dental care delivered to residents of YRTC-Geneva will be delivered according to standard dental practice, and will be under the direction of duly licensed dentist, but may be provided by duly licensed and qualified employees or associates of the Contractor. Required background checks will be conducted on any staff provided by the Contractor, and services may include all standard dental care for which the Contractor or associates are qualified to perform.
 2. The Contractor shall perform the services required and requested by the Department, complying with all regulatory requirements to meet the standards required in the field of Dentistry.
 3. The Contractor shall maintain medical malpractice insurance coverage in the amount of \$1,00,000.00 per occurrence and \$3,000,000.00 in aggregate.

IV. GENERAL PROVISIONS

A. ACCESS TO RECORDS AND AUDIT RESPONSIBILITIES.

1. All Contractor books, records, and documents regardless of physical form, including data maintained in computer files or on magnetic, optical or other media, relating to work performed or monies received under this contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by DHHS. Contractor shall maintain all records for five (5) years from the date of final payment, except that records that fall under the provisions of the Health Insurance Portability and Accountability Act (HIPAA) shall be maintained for six (6) full years from the date of final payment. In addition to the foregoing retention periods, all records shall be maintained until all issues related to an audit, litigation or other action are resolved to the satisfaction of DHHS. All records shall be maintained in accordance with generally accepted business practices.
2. The Contractor shall provide DHHS any and all written communications received by the Contractor from an auditor related to Contractor's internal control over financial reporting requirements and communication with those charged with governance including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance*. The Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such

Contractor agrees to provide DHHS with a copy of all such written communications immediately upon receipt or instruct any auditor it employs to deliver copies of such written communications to DHHS at the same time copies are delivered to the Contractor, in which case the Contractor agrees to verify that DHHS has received a copy.

3. The Contractor shall immediately correct any material weakness or condition reported to DHHS in the course of an audit and notify DHHS that the corrections have been made.
 4. In addition to, and in no way in limitation of any obligation in this contract, the Contractor shall be liable for audit exceptions, and shall return to DHHS all payments made under this contract for which an exception has been taken or which has been disallowed because of such an exception, upon demand from DHHS.
- B. AMENDMENT. This contract may be modified only by written amendment, executed by both parties. No alteration or variation of the terms and conditions of this contract shall be valid unless made in writing and signed by the parties.
- C. ANTI-DISCRIMINATION. The Contractor shall comply with all applicable local, state and federal statutes and regulations regarding civil rights and equal opportunity employment, including Title VI of the Civil Rights Act of 1964; the Rehabilitation Act of 1973, Public Law 93-112; the Americans With Disabilities Act of 1990, Public Law 101-336; and the Nebraska Fair Employment Practice Act, NEB. REV. STAT. §§ 48-1101 to 48-1125. Violation of said statutes and regulations will constitute a material breach of contract. The Contractor shall insert this provision in all subcontracts.
- D. ASSIGNMENT. The Contractor shall not assign or transfer any interest, rights, or duties under this contract to any person, firm, or corporation without prior written consent of DHHS. In the absence of such written consent, any assignment or attempt to assign shall constitute a breach of this contract.
- E. ASSURANCE. If DHHS in good faith, has reason to believe that the Contractor does not intend to, is unable to, or has refused to perform or continues to perform all material obligations under this contract, DHHS may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at DHHS's option, be the basis for terminating this contract.
- F. BREACH OF CONTRACT. DHHS may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. DHHS may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) days or longer at DHHS's discretion considering the gravity and nature of the default. Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract

does not waive DHHS's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. DHHS may, at its discretion, contract for any services required to complete this contract and hold the Contractor liable for any excess cost caused by Contractor's default. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

- G. CONFIDENTIALITY. Any and all information gathered in the performance of this contract, either independently or through DHHS, shall be held in the strictest confidence and shall be released to no one other than DHHS without the prior written authorization of DHHS, provided, that contrary contract provisions set forth herein shall be deemed to be authorized exceptions to this general confidentiality provision. This provision shall survive termination of this contract.
- H. CONFLICTS OF INTEREST. In the performance of this contract, the Contractor shall avoid all conflicts of interest and all appearances of conflicts of interest. The Contractor shall immediately notify DHHS of any such instances encountered so that other arrangements can be made to complete the work.
- I. DATA OWNERSHIP AND COPYRIGHT. All data collected as a result of this project shall be the property of DHHS. The Contractor shall not copyright any of the copyrightable material produced in conjunction with the performance required under this contract without written consent from DHHS. DHHS hereby reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the copyrightable material for state government purposes. This provision shall survive termination of this contract.
- J. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- K. DOCUMENTS INCORPORATED BY REFERENCE. All references in this contract to laws, rules, regulations, guidelines, directives, and attachments which set forth standards and procedures to be followed by the Contractor in discharging its obligations under this contract shall be deemed incorporated by reference and made a part of this contract with the same force and effect as if set forth in full text, herein.
- L. DRUG-FREE WORKPLACE. Contractor certifies that it maintains a drug-free workplace environment to ensure worker safety and workplace integrity. Contractor shall provide a copy of its drug-free workplace policy at any time upon request by DHHS.
- M. FORCE MAJEURE. Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party

("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of this contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this contract which are reasonably related to the Force Majeure Event shall be suspended, and the affected party shall do everything reasonably necessary to resume performance as soon as possible. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under this contract.

- N. FUNDING AVAILABILITY. DHHS may terminate the contract, in whole or in part, in the event funding is no longer available. Should funds not be appropriated, DHHS may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. DHHS shall give the Contractor written notice thirty (30) days prior to the effective date of any termination. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.
- O. GOVERNING LAW. The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against DHHS or the State of Nebraska regarding this contract shall be brought in Nebraska administrative or judicial forums as defined by Nebraska State law. The Contractor shall comply with all Nebraska statutory and regulatory law.
- P. HOLD HARMLESS.
1. The Contractor shall defend, indemnify, hold, and save harmless the State of Nebraska and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State of Nebraska, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State of Nebraska which directly and proximately contributed to the claims.
 2. DHHS's liability is limited to the extent provided by the Nebraska Tort Claims Act, the Nebraska Contract Claims Act, the Nebraska Miscellaneous Claims Act, and any other applicable provisions of law. DHHS does not assume liability for the action of its Contractors.
- Q. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor and neither it nor any of its employees shall for any purpose be deemed employees of DHHS. The Contractor shall employ and direct such personnel as it requires to perform its obligations under this contract, exercise full authority over its personnel, and comply

with all workers' compensation, employer's liability and other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer providing services as contemplated by this contract.

- R. INVOICES. Invoices for payments submitted by the Contractor shall contain sufficient detail to support payment. Any terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.
- S. INTEGRATION. This written contract represents the entire agreement between the parties, and any prior or contemporaneous representations, promises, or statements by the parties, that are not incorporated herein, shall not serve to vary or contradict the terms set forth in this contract.
- T. NEBRASKA NONRESIDENT INCOME TAX WITHHOLDING. Contractor acknowledges that Nebraska law requires DHHS to withhold Nebraska income tax if payments for personal services are made in excess of six hundred dollars (\$600) to any contractor who is not domiciled in Nebraska or has not maintained a permanent place of business or residence in Nebraska for a period of at least six months. This provision applies to individuals, to a corporation if 80% or more of the voting stock of the corporation is held by the shareholders who are performing personal services, and to a partnership or limited liability company if 80% or more of the capital interest or profits interest of the partnership or limited liability company is held by the partners or members who are performing personal services.

The parties agree, when applicable, to properly complete the Nebraska Department of Revenue Nebraska Withholding Certificate for Nonresident Individuals Form W-4NA or its successor. The form is available at:

http://www.revenue.ne.gov/tax/current/f_w-4na.pdf or
http://www.revenue.ne.gov/tax/current/fill-in/f_w-4na.pdf

- U. NEBRASKA TECHNOLOGY ACCESS STANDARDS. The Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility/tacfinal.html> and ensure that products and/or services provided under the Contract comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the Contract to request that Contract comply with the changed standard at a cost mutually acceptable to the parties.
- V. NEW EMPLOYEE WORK ELIGIBILITY STATUS. The Contractor shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland

Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by NEB. REV. STAT. § 4-108.

W. PROMPT PAYMENT. Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

X. PUBLIC BENEFITS ELIGIBILITY STATUS. If pursuant to this contract and NEB. REV. STAT. §§ 4-108 through 4-114, the Contractor is providing a public benefit including any grant, contract, loan, professional license, commercial license, welfare benefit, health payment or financial assistance benefit, disability benefit, public or assisted housing benefit, postsecondary education benefit, food assistance benefit, or unemployment benefit or any other similar benefit provided by DHHS except, emergency health care services, short term noncash disaster relief, and life safety services, the Contractor shall, or as specifically otherwise agreed herein:

1. Have each applicant for public benefits attest that he or she is a U.S. citizen or qualified alien using the form at www.das.state.ne.us or using the language from this form and placing it in other forms or documents used by the Contractor to process applications for public benefits.
2. If the applicant indicates he or she is an alien, the Contractor shall verify the applicant's lawful presence in the United States using the SAVE Program and retain such documentation, providing a copy upon request by DHHS.

Y. PUBLIC COUNSEL. In the event Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under NEB. REV. STAT. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction

of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

- Z. RESEARCH. The Contractor shall not engage in research utilizing the information obtained through the performance of this contract without the express written consent of DHHS. The term "research" shall mean the investigation, analysis, or review of information, other than aggregate statistical information, which is used for purposes unconnected with this contract.
- AA. SEVERABILITY. If any term or condition of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this contract did not contain the particular provision held to be invalid.
- BB. SUBCONTRACTORS. The Contractor shall not subcontract any portion of this contract without prior written consent of DHHS. The Contractor shall ensure that all subcontractors comply with all requirements of this contract and applicable federal, state, county and municipal laws, ordinances, rules and regulations.
- CC. TIME IS OF THE ESSENCE. Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by DHHS shall not waive any rights of DHHS nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

NOTICES. Notices shall be in writing and shall be effective upon receipt. Written notices, including all reports and other written communications required by this contract shall be sent to the following addresses:

FOR THE DEPARTMENT:

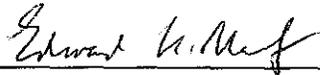
Daniel L. Scarborough
Youth Rehabilitation & Treatment Center
855 North 1st Street
Geneva, NE 68361
402 759-3164

FOR THE CONTRACTOR:

Dr. Sarah Billesbach
3123 North 58th
Omaha, NE 68104
402 397-7799
cell 402 578-2167

IN WITNESS THEREOF, the parties have duly executed this contract hereto, and each party acknowledges the receipt of a duly executed copy of this contract with original signatures.

FOR THE DEPARTMENT:



Signature

Edward H. Matney, Administrator
Policy Section
Division of Children and Family Services
NE Department of Health and Human Services

DATE: 08 October 2009

FOR THE CONTRACTOR:



Signature

Dr. Sarah Billesbach, DDS

DATE: 15 October 2009

471-000-506 Nebraska Medicaid Practitioner Fee Schedule for Dental Services

Steps to Determine the Fee Schedule Allowable:

1. LOCATE THE PROCEDURE CODE. Procedure codes are listed numerically.
2. LOCATE THE MAXIMUM ALLOWABLE FEE FOR THE PROCEDURE CODE. The maximum allowable fee is listed to the right of the procedure code and description. If "BR" or "Fee Determined By Treatment Plan " are listed, go to Step #4 for special pricing.
3. PAYMENT IS THE LOWER OF THE FEE SCHEDULE ALLOWABLE OR THE PROVIDER'S SUBMITTED CHARGE. The provider's submitted charge must reflect their charge to the general public.
4. SPECIAL PRICING. Certain procedure codes will not have a maximum allowable fee:
 - A. "BR" (By Report) - Paid at "reasonable charge" based on the service and circumstances. A complete description of the service (and additional documentation, if applicable) is required for review. The provider's submitted charge must reflect their charge to the general public.
 - B. FEE DETERMINED BY TREATMENT PLAN – Paid at Medicaid prior authorized amount based on the services authorized. A complete description of the services/treatment to be provided is required for prior authorization review. The provider's submitted charge on the prior authorization request must reflect their charge to the general public.

471-000-506 NEBRASKA MEDICAID DENTAL FEE SCHEDULE

Current Dental Terminology, (CDT) (including procedure codes, nomenclature, descriptors and other data contained therein) is copyright by the American Dental Association. © 2002, 2004 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.

<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D0120	periodic oral evaluation	17.00	No	<p><u>Age 20 & Younger:</u> Routine periodic oral evaluation are covered every 6 months Can be seen more frequently if determined necessary by treating dentist.</p> <p><u>Age 21 & Older:</u> Routine periodic oral evaluation are covered 1 time every 12 months.</p> <p><u>Age 21 & Older with Special Needs:</u> Routine periodic oral evaluation are covered at the frequency determined appropriate by the treating dentist. A client with special needs is a client who is unable to care for their mouth properly on their own because of a disabling condition or a pregnant woman.</p> <p><u>Note – All Clients</u> Oral evaluations are covered for new patients, emergency treatment, second opinions and specialists</p>
D0140	limited oral evaluation – problem focused	16.00	No	
D0145	oral evaluation for a patient under 3 years of age & counseling with primary caregiver	27.00	No	
D0150	comprehensive oral evaluation – new or established patient	17.00	No	
D0160	detailed and extensive oral evaluation – problem focused, by report	27.00	No	
D0170	re-evaluation – limited, problem focused (established patient; not post-operative visit	16.00	No	
D0180	comprehensive periodontal evaluation – new or established patient	27.00	No	

PA* - Prior Authorization Required

REV. JULY 1, 2009
MANUAL LETTER # 67-2009

NEBRASKA DEPARTMENT OF
HEALTH AND HUMAN SERVICES

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<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D0210 D0220 D0230 D0240 D0270 D0272 D0273 D0274 D0330	intraoral – complete series (including bitewings) intraoral – periapical first film intraoral – periapical each additional film intraoral – occlusal film (2 ¼ x 3 ¼ size) bitewing – single film bitewings – two films bitewings – three films bitewings – four films panoramic film	45.00 6.00 5.00 7.00 8.00 13.00 15.00 18.00 34.00	No No No No No No No No No	<p><u>Maximum payment of \$45.00 per date of service for any combination of codes D0210 – D0330.</u></p> <p>D0240 occlusal film is 2 ¼ x 3 ¼ size.</p> <p>Bitewings – maximum of 4 per date of service.</p> <p>Intraoral – complete series – covered every three years</p> <p>Panoramic film – covered every 3 years on a routine basis. Covered more frequently if necessary for treatment.</p>
D0340 D0470	cephalometric film diagnostic casts	62.00 46.00	No No	Covered for clients age 20 and younger to diagnosis if treating dentist believes through visual exam that the client may qualify for Medicaid coverage of orthodontic treatment (see 471 NAC 6-005 page 11 of 14)

PA* - Prior Authorization Required

PREVENTIVE

<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D1110 D1120	prophylaxis – adult (age 14 and older) prophylaxis – child (age 13 and younger)	31.00 21.00	No No	<p><u>Age 13 & Younger:</u> Covered at the frequency determined appropriate by the treating dentist with a 6-month prophylaxis considered the standard. BILL ON CODE D1120</p> <p><u>Age 14 through Age 20:</u> Covered at the frequency determined appropriate by the treating dentist with a 6-month prophylaxis considered the standard BILL ON CODE D1110.</p> <p><u>Age 21 & Older:</u> Covered one time per year. BILL ON CODE D1110</p> <p><u>Age 21 & Older with Special Needs:</u> Covered at the frequency determined appropriate by the treating dentist. A client with special needs is a client who is unable to care for their mouth properly on their own because of a disabling condition or a pregnant woman.</p>

PA* - Prior Authorization Required

<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D1203	topical application of fluoride (prophylaxis not included) – child (age 13 and younger)	9.00	No	Covered at the frequency determined appropriate by the treating dentist.
D1204	topical application of fluoride (prophylaxis not included) – adult (age 14 and older)	9.00	No	<u>Age 13 and younger</u> bill on code D1203.
D1206	topical fluoride varnish; therapeutic-application for moderate to high caries risk patients	10.00	No	<u>Age 14 and older</u> bill on code D1204.
D1351	sealant – per tooth	22.00	No	Covered on permanent and primary teeth, children and adults. <u>A re-seal is not covered more often than every 2 years.</u>
D1510	space maintainer – fixed unilateral	110.00	No	<u>Covered for clients age 20 and younger.</u>
D1515	space maintainer – fixed – bilateral	190.00	No	
D1550	recementation of space maintainer	21.00	No	
D1555	removal of fixed space maintainer	21.00	No	

PA* - Prior Authorization Required

RESTORATIVE Operative dentistry fee includes local anesthetic, bases, or insulation and other procedures necessary to complete the case. Pins are billed separately. <u>Maximum fee per tooth for any combination of amalgam or resin restoration procedure codes. The maximum fee is equal to the Medicaid fee for a 4 or more surface restoration.</u>				
Full labial veneers for cosmetic purposes are not covered. Documentation of carious lesions must be present.				
<u>Amalgam Restorations:</u>				
<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D2140	amalgam – one surface, primary	53.00	No	Primary teeth A – T
D2150	amalgam – two surfaces, primary	63.00	No	
D2160	amalgam – three surfaces, primary	75.00	No	
D2161	amalgam – four or more surfaces, primary	75.00	No	
D2140	amalgam – one surface, permanent	53.00	No	Permanent Teeth – 1 – 32
D2150	amalgam – two surfaces, permanent	63.00	No	
D2160	amalgam – three surfaces, permanent	75.00	No	
D2161	amalgam – four or more surfaces, permanent	86.00	No	
<u>Resin-Based Composite Restorations:</u>				
D2330	resin-based composite – one surface, anterior	62.00	No	<u>Primary</u> tooth numbers for anterior restorations – C – H, M – R
D2331	resin-based composite – two surfaces, anterior	77.00	No	
D2332	resin based composite – three surfaces, anterior	88.00	No	
D2335	resin based composite – four or more surfaces or involving incisal-angle (anterior)	103.00	No	<u>Permanent</u> tooth numbers for anterior restorations – 6 – 11, 22 – 27
D2391	resin-based composite – one surface posterior, permanent	63.00	No	Primary tooth numbers for posterior composite restorations – A, B, I, J, K, L, S, T
D2392	resin-based composite – two surfaces, posterior permanent	80.00	No	
D2393	resin-based composite – three surfaces, posterior, permanent	92.00	No	
D2394	resin-based composite – four or more surfaces, posterior, permanent	92.00	No	

PA* - Prior Authorization Required

<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D2391	resin-based composite – one surface posterior, permanent	63.00	No	Permanent tooth numbers for posterior composite restorations – 1 – 5, 12 – 16, 17 – 21, 28 - 32
D2392	resin-based composite – two surfaces, posterior, permanent	80.00	No	
D2393	resin-based composite – three surfaces, posterior permanent	92.00	No	
D2394	resin-based composite – four or more surfaces, posterior, permanent	103.00	No	
D2710	crown - resin – based composite (indirect)	205.00	Yes	Submit x-rays with prior authorization request
D2720	crown - resin with high noble metal	350.00	Yes	
D2721	crown – resin with predominantly base metal	350.00	Yes	Covered for anterior and bicuspid teeth when conventional restoration is not possible. Covered for molar teeth that have been endodontically treated that can not be adequately restored with a stainless steel crown, amalgam or resin restoration
D2722	crown – resin with noble metal	350.00	Yes	
D2740	crown – porcelain/ceramic substrate	350.00	Yes	
D2750	crown – porcelain fused to high noble metal	350.00	Yes	
D2751	crown porcelain fused to predominantly base metal	350.00	Yes	
D2752	crown – porcelain fused to noble metal	350.00	Yes	
D2790	crown – full cast high noble metal	350.00	Yes	
D2791	crown – full cast predominantly base metal	350.00	Yes	
D2792	crown – full cast noble metal	350.00	Yes	
<u>Other Restorative Services:</u>				
D2910	recement inlay, onlay, or partial coverage restoration	21.00	No	
D2915	recement cast or prefabricated post and core	40.00	No	
D2920	recement crown	21.00	No	
D2930	prefabricated stainless steel crown – primary tooth	123.00	No	
D2931	prefabricated stainless steel crown – permanent tooth	123.00	No	
D2932	prefabricated resin crown	110.00	No	Covered for primary anterior teeth
D2933	prefabricated stainless steel crown with resin window	142.00	No	
D2940	sedative filling	34.00	No	
D2950	core buildup, including any pins	78.00	No	
D2951	pin retention – per tooth, in addition to restoration	12.00	No	

PA* - Prior Authorization Required

<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D2954	prefabricated post and core in addition to crown	100.00	No	
D2970	temporary crown (fractured tooth)	78.00	No	
D2980	crown repair, by report	BR	No	A description of treatment provided must be submitted on or in the dental claim. This service is reviewed prior to payment.
D2999	unspecified restorative procedure, by report	BR	No	
ENDODONTICS				
D3220	therapeutic pulpotomy (excluding final restoration)	70.00	No	Covered for primary teeth. Not covered for permanent teeth.
D3230	pulpal therapy (resorbable filling) – anterior primary tooth	85.00	No	
D3240	(excluding final restoration) pulpal therapy (resorbable filling) – posterior, primary tooth (excluding final restoration)	90.00	No	
D3310	root canal therapy – anterior (excluding final restoration)	234.00	Yes	Submit x-rays with prior authorization request.
D3320	root canal therapy – bicuspid (excluding final restoration)	266.00	Yes	Covered for permanent teeth. <u>Age 21 & older:</u> Not covered for maxillary 2 nd molar if 1 st molar is in occlusion.
D3330	root canal therapy – molar (excluding final restoration)	354.00	Yes	
D3346	retreatment of previous root canal therapy – anterior	234.00	Yes	
D3347	retreatment of previous root canal therapy – bicuspid	266.00	Yes	
D3348	retreatment of previous root canal therapy - molar	354.00	Yes	
D3351	apexification/recalcification	BR	Yes	Submit x-rays with prior authorization request.
D3410	apicoectomy	182.00	No	Covered on permanent anterior teeth.
D3999	unspecified endodontic procedure	42.00	No	Covered for emergency treatment to relieve endodontic pain. Include the tooth number on the claim.

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<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
PERIODONTICS				
D4210	gingivectomy or gingivoplasty – four or more contiguous teeth or bonded teeth spaces per quadrant	100.00	No	
D4211	gingivectomy or gingivoplasty – one to three contiguous teeth or bonded teeth spaces per quadrant	76.00	No	
D4341	periodontal scaling and root planning – four or more teeth per quadrant	100.00	Yes	<u>Submit with PA request:</u> 1. PA x-rays 2. Perio charting 3. Health history & medical information about the client 4. Information on how long a patient in dental office..
D4342	periodontal scaling and root planing – one to three teeth per quadrant	55.00	Yes	
D4355	full mouth debridement to enable comprehensive evaluation and diagnosis	60.00	No	<u>Covered in addition to a prophylaxis procedure.</u> (See page 4) <u>Clients with special needs:</u> Cover one-D4355, (maximum of 1) and one prophylaxis procedure <u>per-quadrant</u> (maximum of 4) for clients that have special needs. Special need clients are clients with mental retardation, or clients that must be treated in a hospital outpatient or Ambulatory Surgical Center setting.

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<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D4910	periodontal maintenance	31.00	Yes	<p><u>Submit with PA request:</u></p> <ol style="list-style-type: none"> 1. Date scaling & root planing completed. 2. Health history & medical information about the client. 3. Frequency client must be seen for maintenance procedure <p>Covered for clients that have had periodontal scaling & root planing, and are compliant with home care within their abilities.</p>

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CODE	DESCRIPTION	FEE	PA*	COVERAGE CRITERIA/LIMITATIONS
<p>PROSTHODONTICS (REMOVABLE): A complete prosthetic appliance case includes all materials and necessary adjustments for a period of six months following placement of the prosthesis. Tissue conditioning is covered one time during the first six months following the placement of the prosthesis. (See D5850 and D5851.)</p> <p>Materials used for codes D5110, D5120, D5130, D5140, D5211, D5212, D5213, D5214, D5820 and D5821 must be of a quality that with normal wear the prosthetic appliance will last a minimum of five years.</p>				
D5110 D5120	complete denture – maxillary complete denture - mandibular	570.00 570.00	Yes Yes	Covered 6 months after placement of treatment/interim denture (D5810 and D5811) or as replacement of existing denture that is no longer wearable and can not be made wearable. Relines, rebases and adjustments are not covered for 6 months after placement of the prosthesis. Submit with PA request: 1. Date of previous denture placement 2. Information on condition of existing denture.
D5130 D5140	immediate denture – maxillary immediate denture - mandibular	570.00 570.00	No No	<u>Considered a permanent denture.</u> <u>Covered one time.</u> Relines, rebases and adjustments are not covered for 6 months after placement of the prosthesis.

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<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
PARTIAL DENTURES: (Codes D5211, D5212, D5213, D5214) Covered if client does not have adequate occlusion. Adequate occlusion is defined as 1 st molar to 1 st molar, or a similar combination of anterior and posterior teeth on the upper or lower arch in occlusion. One to three missing anterior teeth should be replaced with a flipper partial (D5820 and D5821).				
D5211	maxillary partial denture – resin base (including any conventional clasps, rests and teeth)	400.00	Yes	Submit with PA request: 1. Chart or list missing teeth. 2. Provide age of any existing partial and condition of that partial 3. X-rays of remaining teeth. Relines, rebases and adjustments are not covered for 6 months after placement of the prosthesis.
D5212	mandibular partial denture – resin base (including any conventional clasps, rests and teeth)	400.00	Yes	
D5213	maxillary partial denture – case metal framework with resin denture bases (including any conventional clasps, rests and teeth)	500.00	No	Coverage limited to clients age 20 and younger. Replaced one time if lost or broken. Relines, rebases and adjustments are not covered for 6 months after placement of the prosthesis.
D5214	mandibular partial denture – case metal framework with resin denture bases (including any conventional clasps, rests and teeth)	500.00	No	
D5410	adjust complete denture – maxillary	21.00	No	Not covered for 6 months following placement of a new prosthesis. After 6 months covered as needed to make prosthetic appliance wearable
D5411	adjust complete denture – mandibular	21.00	No	
D5421	adjust partial denture – maxillary	21.00	No	
D5422	adjust partial denture – mandibular	21.00	No	
D5510	repair broken complete denture base	100.00	No	Covered as needed to make existing prosthetic appliance wearable.
D5520	replace missing or broken teeth – complete denture (each tooth)	***Note	No	
D5610	repair resin denture base	100.00	No	

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*** Note: First tooth \$80.00, each additional tooth \$30.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D5620	repair cast framework	115.00	No	Covered as needed to make existing prosthetic appliance wearable.
D5630	repair or replace broken clasp	115.00	No	
D5640	replace broken teeth – per tooth	***Note	No	
D5650	add tooth to existing partial denture	***Note	No	
D5660	add clasp to existing partial denture	110.00	No	
D5710	rebase complete maxillary denture	196.00	No	Not covered for 6 months following the placement of a new prosthesis. After 6 months, covered as needed to make existing prosthetic appliance wearable.
D5711	rebase complete mandibular denture	196.00	No	
D5720	rebase maxillary partial denture	196.00	No	
D5721	rebase mandibular partial denture	196.00	No	
D5730	reline complete maxillary denture (chairside)	100.00	No	Not covered for 6 months following the placement of a new prosthesis. After 6 months, covered as needed to make existing prosthetic appliance wearable.
D5731	reline complete mandibular denture (chairside)	100.00	No	
D5740	reline maxillary partial denture (chairside)	100.00	No	
D5741	reline mandibular partial denture (chairside)	100.00	No	
D5750	reline complete maxillary denture (laboratory)	165.00	No	
D5751	reline complete mandibular denture (laboratory)	165.00	No	
D5760	reline maxillary partial denture (laboratory)	165.00	No	During the first 6 month period, following placement of a prosthetic appliance, tissue conditioning (D5850 & D5851) are covered. (See page 14 of 20).
D5761	reline mandibular partial denture (laboratory)	165.00	No	
D5810	Interim complete denture (maxillary)	370.00	No	Can be replaced with a complete denture 6 months after placement of the interim denture. Complete dentures require prior authorization. (See page 11).
D5811	Interim complete denture (mandibular)	370.00	No	
				Relines, rebases and adjustments are not covered for 6 months after placement of the prosthesis.

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*** Note: First tooth \$80.00, each additional tooth \$30.00

<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D5820 D5821	interim partial denture (maxillary) (flipper partial) interim partial denture (mandibular) (flipper partial)	250.00 250.00	Yes Yes	Considered a permanent replacement for 1 to 3 missing anterior teeth. Not covered for temporary replacement of missing teeth Relines, rebases and adjustment are not covered for 6 months after placement of the prosthesis. Submit with PA request: 1. Chart or list missing teeth and teeth to be extracted. 2. Age of existing partials. 3. Information on condition of existing partial.
D5850 D5851	tissue conditioning, maxillary tissue conditioning, mandibular	46.00 46.00	No No	Covered one time during the first 6 months following placement of prosthesis. Covered at other times with documentation of medical necessity.
D6930	recement fixed partial denture	42.00	No	
ORAL AND MAXILLOFACIAL SURGERY				
D7111 D7140	extraction, coronal remnants – deciduous tooth (A – T) extraction, erupted tooth or exposed root (elevation and/or forceps removal) (A – T) (1 – 32)	44.00 56.00	No No	Extractions are covered when there is documented medical need in the dental chart for the extraction.
D7210	surgical removal of erupted tooth requiring elevation of mucoperiosteal flap and removal of bone and/or section of tooth.	93.00	No	The Medicaid fee for extractions includes local anesthesia, suturing if needed, and routine postoperative care. (See 471 NAC 6-005, page 9 of 14)
D7220	removal of impacted tooth – soft tissue	122.00	No	
D7230	removal of impacted tooth – partially bony	167.00	No	
D7240	removal of impacted tooth – completely bony	202.00	No	
D7241	removal of impacted tooth – completely bony, unusual surgical complications	212.00	No	

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<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D7250	surgical removal of residual tooth roots (cutting procedure)	88.00	No	(See coverage criteria on page 14 of 20)
D7270	tooth reimplantation and/or stabilization of accidentally evulsed or displaced tooth and/or alveolus	150.00	No	
D7280	surgical access of an unerupted tooth (permanent teeth only)	140.00	No	
D7282	mobilization of erupted or malpositioned tooth to aid eruption	114.00	No	
D7283	placement of device to facilitate eruption of impacted tooth (permanent teeth only)	135.00	No	
D7285	biopsy of oral tissue – hard (bone, tooth)	100.00	No	The Medicaid fee is for the professional component only. The lab must bill the specimen charge.
D7286	biopsy of oral tissue – soft	90.00	No	
D7310	alveoloplasty in conjunction with extractions – four or more teeth or tooth spaces per quadrant	94.00	No	The Medicaid fee for extractions includes routine recontouring of the ridge and/or suturing as necessary. Alveoloplasty is a separate billable procedure. D7310 and D7311 are covered when it is necessary beyond routine recontouring to prepare the ridge for a prosthetic appliance.
D7311	alveoloplasty in conjunction with extractions – one to three teeth or tooth spaces, per quadrant	75.00	No	
D7320	alveoloplasty not in conjunction with extractions four or more teeth or tooth spaces per quadrant	100.00	No	
D7321	alveoloplasty not in conjunction with extractions one to three teeth or tooth spaces, per quadrant	81.00	No	
D7410	radical excision – lesion diameter up to 1.25 cm	BR	No	
D7411	excision of benign lesion greater than 1.25 cm	BR	No	
D7412	excision of benign lesion, complicated	BR	No	
D7413	excision of malignant lesion up to 1.25 cm	BR	No	
D7414	excision of malignant lesion, greater than 1.25 cm	BR	No	
D7415	excision of malignant lesion, complicated	BR	No	

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<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D7440	excision of malignant tumor – lesion diameter up to 1.25 cm	BR	No	
D7441	excision of malignant tumor – lesion diameter greater than 1.25 cm	BR	No	
D7450	removal of benign odontogenic cyst or tumor – lesion diameter up to 1.25 cm	BR	No	
D7451	removal of benign odontogenic cyst or tumor – lesion diam. greater than 1.25 cm	BR	No	
D7460	removal of benign nonodontogenic cyst or tumor – lesion diameter up to 1.25 cm	BR	No	
D7461	removal of benign nonodontogenic cyst or tumor – lesion diam. greater than 1.25 cm	BR	No	
D7465	destruction of lesion(s) by physical or chemical method, by report	BR	No	
D7471	removal of lateral exostosis (maxilla or mandible)	110.00	No	
D7510	incision and drainage of abscess – intraoral soft tissue	42.00	No	
D7880	occlusal orthotic device, by report	BR	No	<p>Occlusal orthotic devices are defined as splints that are provided for treatment of temporomandibular joint dysfunction. The fee includes any necessary adjustments.</p> <p>Document the type of appliance made and medical condition on or in the claim.</p> <p>For treatment of bruxism or for minor occlusal problems, see D9940. (See page 20 of 20).</p>
D7960	frenulectomy (frenectomy or frenotomy) – separate procedure	98.00	No	

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CODE	DESCRIPTION	FEE	PA*	COVERAGE CRITERIA/LIMITATIONS
<p>ORTHODONTICS: Orthodontic treatment is covered for clients age 20 and younger when determined to have a handicapping malocclusion by a Medicaid Dental Consultant. Orthodontic codes restricted to age 20 and younger are D8060 – D8999.</p>				
D8060	<p>interceptive orthodontic treatment of the transitional dentition</p> <p>Procedures covered under code D8060</p> <ul style="list-style-type: none"> • Chrome steel wire clasps-each .036 or minimum .030 • inclined plane (hawley) appliance, bite plane, with clasps • cross-bite appliance, anterior, acrylic • cross-bite appliance, posterior, two bands plus attachments • attachment springs for any orthodontic or pedodontic appliance - each • adjustment of pedodontic and interceptive orthodontic appliances (allowed one per month) • space maintainer – fixed – unilateral, part of interceptive orthodontic treatment plan • space maintainer – fixed – bilateral, part of interceptive orthodontic treatment plan 	<p>Fee determined by treatment plan</p> <p>21.00</p> <p>156.00</p> <p>129.00</p> <p>129.00</p> <p>21.00</p> <p>17.00</p> <p>110.00</p> <p>190.00</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	<p>See 471 NAC 6-005 page 11 of 14 and page 12 of 14 for coverage criteria for orthodontic treatment.</p>

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<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
D8090	comprehensive orthodontic treatment of the adult dentition	Fee determined by treatment plan	Yes	See 471 NAC 6-005 page 11 of 14 and page 12 of 14 for coverage criteria for orthodontic treatment.
	Procedures covered under code D8090:			
	• constructing and placing fixed maxillary appliance, active treatment	350.00	Yes	
	• constructing and placing fixed mandibular appliance, active treatment	350.00	Yes	
	• each one month period of active treatment – maxillary arch	35.00	Yes	
	• each one month period of active treatment – maxillary arch, unusual service (surgical correction case)	51.00	Yes	
	• each one month period of active treatment – mandibular arch	35.00	Yes	
	• each one month period of active treatment – mandibular arch, unusual service (surgical correction case)	51.00	Yes	
	• retainer or retention appliance	95.00	Yes	
	• each one-month period of retention appliance treatment, maxillary arch	19.00	Yes	
	• each one-month period of retention appliance treatment, mandibular arch	19.00	Yes	

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<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
	<ul style="list-style-type: none"> • rapid palatal expander (RPE) or cross-bite correcting (fixed) appliance • herbst appliance • protraction facemask • slow expansion appliance • headgear • inclined plane (hawley) appliance, bite plane, with clasps • orthodontic appliance not listed • orthodontic procedure not listed • space maintainer – fixed – unilateral, part of comprehensive orthodontic treatment plan • space maintainer – fixed – bilateral, part of comprehensive orthodontic treatment plan 	<p>178.00</p> <p>270.00</p> <p>162.00</p> <p>177.00</p> <p>162.00</p> <p>156.00</p> <p>BR</p> <p>BR</p> <p>110.00</p> <p>190.00</p>	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>	(Comprehensive orthodontic treatment continued.)
D8210	removable appliance therapy (includes appliances for thumb sucking and tongue thrusting)	150.00	No	
D8220	fixed appliance therapy (includes appliances for thumb sucking and tongue thrusting)	206.00	No	
D8691	repair of orthodontic appliance	BR	No	Include a description of the repair on or in the claim.
D8692	replacement of lost or broken retainer	95.00	No	Covered if the client is compliant with wearing the appliance.
D8999	unspecified orthodontic procedure, by report	BR	No	Billable for repairs associated with orthodontic treatment when repairs exceed routine repairs associated with orthodontic treatment. Include a description of the repair on or in the claim.

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<u>CODE</u>	<u>DESCRIPTION</u>	<u>FEE</u>	<u>PA*</u>	<u>COVERAGE CRITERIA/LIMITATIONS</u>
<u>ADJUNCTIVE GENERAL SERVICES:</u>				
D9110	palliative (emergency) treatment of dental pain – minor Procedure	23.00	No	Examples: treatment of soft tissue infections, smoothing a fractured tooth. Include a description of the treatment on or in the claim.
D9220	general anesthesia – first 30 minutes	162.00	No	Covered when it is medically necessary to treat the client. Document the medical need in the dental chart.
D9221	general anesthesia – each additional 15 minutes	81.00	No	
D9230	analgesia, anxiolysis, inhalation of nitrous oxide	22.00	No	
D9241	intravenous conscious sedation/analgesia – first 30 minutes	94.00	No	
D9242	intravenous conscious sedation/analgesia - each additional 15 minutes	43.00	No	
D9248	non-intravenous conscious sedation	150.00	No	
D9410	house/extended care facility	35.00	No	Cover <u>one per day per facility</u> regardless of the number of patients seen. Document on or in the claim the name of the facility, or home address where treatment was provided.
D9420	hospital call	80.00	No	
D9440	office visit – after regularly scheduled hours	45.00	No	Covered in addition to exam and treatment provided when treatment is provided after dental office normal office hours.
D9940	occlusal guard, by report	173.00	No	Covered to minimize the effects of bruxism and other occlusal factors. Occlusal guards are defined as removable appliances. Document the medical need in the dental chart.

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