

## **310-D1 EMERGENT DENTAL SERVICES FOR MEMBERS 21 YEARS OF AGE AND OLDER**

**REVISION DATE:** 4/26/2023

**EFFECTIVE DATE:** October 1, 2019

**REFERENCES:** A.R.S. § 36-2907, A.R.S. § 14-5101; A.A.C. R9-22-207;  
AMPM 310-D2

### **PURPOSE**

This policy applies to the Division’s Administrative Services Subcontractors (AdSS) and establishes requirements for the provision of medically necessary dental services for Members of the Division of Developmental Disabilities (Division) who are age 21 and older.

### **DEFINITIONS**

1. “Dental Emergency” means an acute disorder of oral health resulting in severe pain or infection due to pathology or trauma.
2. “Dental Provider” means an individual licensed under A.R.S. Title 32, Chapter 11, whose scope of practice allows the individual to:
  - a. Independently engage in the practice of dentistry as defined in A.R.S. §32-1202,
  - b. A dentist as defined in A.R.S. §32-1201,

- c. A dental therapist as defined in A.R.S. §32-1201,
  - d. A dental hygienist as defined in A.R.S. §32-1201,
  - e. An affiliated practice dental hygienist as defined in A.R.S. §32-1201.
3. “Informed Consent” means a process by which the provider advises the Responsible Person of the diagnosis, proposed treatment and alternate treatment methods with associated risks and benefits of each, as well as the associated risks and benefits of not receiving treatment.
4. “Member” means the same as “Client” as defined in A.R.S. § 36-551.
5. “Physician Service” means medical assessment, treatments, and surgical services provided by licensed allopathic or osteopathic physicians within the scope of practice.
6. “Responsible Person” means the parent or guardian of a minor with a developmental disability, the guardian of an adult with a developmental disability or an adult with a developmental

disability who is a member or an applicant for whom no guardian has been appointed.

7. "Simple Restoration" means silver amalgam or composite resin fillings, stainless steel crowns or preformed crowns.

## **POLICY**

### **A. GENERAL COVERED DENTAL SERVICES**

1. The AdSS shall cover the following dental services provided by a licensed dentist for Members who are 21 years of age or older:
  - a. Emergency dental services up to \$1,000 per Member per contract year (October 1st to September 30th) as specified in A.R.S. § 36-2907.
  - b. Medical and surgical services furnished by a dentist when:
    - i. The services may be performed under state law either by a physician or by a dentist, and
    - ii. The services would be considered a Physician Service if furnished by a physician.
2. The AdSS shall cover services related to treatment of the following medical conditions:

- a. Acute pain,
  - b. Infection, or
  - c. Fracture of the jaw.
3. The AdSS shall ensure covered services include:
- a. Limited problem focused examination of the oral cavity,
  - b. Required radiographs,
  - c. Complex oral surgical procedures such as treatment of maxillofacial fractures,
  - d. Administration of an appropriate anesthesia, and
  - e. Prescription of pain medication and antibiotics.
4. The AdSS shall not cover the diagnosis and treatment of Temporomandibular Joint Dysfunction (TMJ) except for reduction of trauma, under the emergent dental benefit.
5. The AdSS shall not subject services outlined in subsection (3) and (4) of this section to the \$1,000 adult emergency dental limit.

6. The AdSS shall cover the following limited dental services for Members needing medically necessary dental services as a prerequisite to Division-covered organ or tissue transplantation:
  - a. Elimination of oral infections and the treatment of oral disease, which include:
    - i. Dental cleanings,
    - ii. Treatment of periodontal disease,
    - iii. Medically necessary extractions, and
    - iv. Provision of Simple Restorations.
7. The AdSS shall cover services outlined in subsection (6) of this section only after a transplant evaluation determines that the Member is an appropriate candidate for organ or tissue transplantation.
8. The AdSS shall cover prophylactic extraction of teeth in preparation for radiation treatment of cancer of the jaw, neck or head.

9. The AdSS shall not subject services outlined in subsection (3), (4), (6), and (8) of this section to the \$1,000 adult emergency dental limit.
10. The AdSS shall cover cleanings for Members who are in an inpatient hospital setting and experiencing the following:
  - a. Placed on a ventilator, or
  - b. Physically unable to perform oral hygiene.

**B. EMERGENCY DENTAL SERVICES COVERAGE FOR MEMBERS AGE 21 AND OLDER**

1. The AdSS shall cover medically necessary emergency dental care and extractions for Members age 21 years and older who meet the criteria for a Dental Emergency.
2. The AdSS shall cover the following services and procedures as emergency dental services:
  - a. Emergency oral diagnostic examination;
  - b. Radiographs and laboratory services, limited to the symptomatic teeth;

- c. Composite resin due to recent tooth fracture for anterior teeth;
- d. Prefabricated crowns, to eliminate pain due to recent tooth fracture only;
- e. Recementation of clinically sound inlays, onlays, crowns, and fixed bridges;
- f. Pulp cap, direct or indirect plus filling;
- g. Root canals and vital pulpotomies when indicated for the treatment of acute infection or to eliminate pain;
- h. Apicoectomy performed as a separate procedure, for treatment of acute infection or to eliminate pain, with favorable prognosis;
- i. Immediate and palliative procedures, including extractions if medically necessary, for relief of pain associated with an oral or maxillofacial condition;
- j. Tooth reimplantation of accidentally avulsed or displaced anterior tooth, with favorable prognosis;

- k. Temporary restoration which provides palliative or sedative care limited to the tooth receiving emergency treatment;
  - l. Initial treatment for acute infection including:
    - i. Periapical and periodontal infections, and
    - ii. Abscesses by appropriate methods.
  - m. Preoperative procedures and anesthesia appropriate for optimal patient management; and
  - n. Cast crowns limited to the restoration of root canal treated teeth only.
3. The AdSS shall cover follow-up procedures needed to stabilize teeth due to the emergency services and subject to the \$1,000 limit.

**C. ADULT EMERGENCY DENTAL SERVICES LIMITATIONS FOR MEMBERS AGE 21 YEARS AND OLDER**

- 1. The AdSS shall not cover the following adult dental services:
  - a. Maxillofacial dental services provided by a dentist, except to the extent prescribed for the reduction of trauma,



including reconstruction of regions of the maxilla and mandible;

- b. Diagnosis and treatment of temporomandibular joint dysfunction, except for the reduction of trauma;
- c. Routine restorative procedures and routine root canal therapy;
- d. Treatment for the prevention of pulpal death and imminent tooth loss, except:
  - i. Non-cast fillings,
  - ii. Crowns constructed from pre-formed stainless steel,
  - iii. Pulp caps, and
  - iv. Pulpotomies only for the tooth causing pain or in the presence of active infection.
- e. Fixed bridgework to replace missing teeth; and
- f. Dentures.

#### **D. AdSS and FFS PROGRAM RESPONSIBILITIES**

- 1. The AdSS shall provide the following:

- a. Coordination of covered dental services for enrolled Division Members;
  - b. Documentation of current valid contracts with dentists who practice within the AdSS service area(s);
  - c. Primary care provider to initiate Member referrals to dentist(s) when the Member is determined to need emergency dental services, or Members may self- refer to a dentist when in need of emergency dental services;
  - d. Monitoring of the provision of dental services and reporting of encounter data to the Division; and
  - e. Assurance that copies of adult emergency dental policies and procedures have been provided to contracted dentist(s).
2. The AdSS shall ensure the annual \$1,000 adult emergency dental limit is Member specific and remains with the Member if the Member transfers:
- a. Between one AdSS to another, or
  - b. Between Fee-For-Service and an AdSS.

3. The AdSS shall ensure dental services provided to American Indian/Alaska Native Members within an IHS/638 Tribal facility are not subject to the \$1,000 adult emergency dental limit.
4. The AdSS or Tribal Case Manager shall notify the accepting entity regarding the current balance of the dental benefit.
5. The relinquishing AdSS shall use the ALTCS Enrollment Transition Information (ETI) (DDD-1541A) and Division Medical Policy 520 for reporting dental benefit balance to the receiving AdSS that meet the following requirements:
  - a. All services are subject to retrospective review to determine whether they satisfy the criteria for a Dental Emergency. Services determined to not meet the criteria for a Dental Emergency are subject to recoupment;
  - b. The Member is not permitted to carry-over unused benefit from one year to the next; and
  - c. A year begins on October 1st and ends September 30th.

6. The AdSS shall not require prior authorization for emergency dental services for Members enrolled with either FFS or Managed Care.

**E. NOTIFICATION REQUIREMENTS FOR CHARGES TO MEMBERS**

1. The AdSS shall cover emergency dental services of \$1,000 per contract year for Division Members age 21 years and older. Billing of Division Members for emergency dental services in excess of the \$1000 annual limit is permitted only when the provider meets the requirements of A.A.C R9-22-702 for acute Members, and A.A.C. R9-28-701.10 for ALTCS Members.
2. The AdSS shall ensure providers who bill Members for emergency dental services exceeding the \$1,000 limit conduct the following:
  - a. The provider must first inform the Member in a way they understand, that the requested dental service exceeds the \$1,000 limit and is not covered by the Division,
  - b. The provider must furnish the Member with a document to be signed in advance of the service, stating that the

Member understands that the dental service will not be fully paid by the Division,

- c. The document shall contain information describing the type of service to be provided and the charge for the service.
- d. The Member agrees to pay for the amount exceeding the \$1,000 emergency dental services limit, as well as services not covered by the Division, and
- e. The Member must sign the document before receiving the service in order for the provider to bill the Member.

#### **F. FACILITY AND ANESTHESIA CHARGES**

- 1. The AdSS shall ensure facility and anesthesia charges are subject to the \$1,000 emergency dental limit when:
  - a. A Member has an underlying condition which necessitates that services provided under the emergency dental benefit be provided in:
    - i. An ambulatory service center, or
    - ii. An outpatient hospital.
  - b. Anesthesia is required as part of the emergency service.

2. The AdSS shall ensure dentists performing General Anesthesia (GA) on Members shall bill using dental codes and the cost will count towards the \$1,000 emergency dental limit.
3. The AdSS shall ensure Physicians performing GA on Members for a dental procedure shall bill medical codes and the cost shall count towards the \$1,000 emergency dental limit.

#### **G. INFORMED CONSENT**

1. The AdSS shall ensure providers complete the appropriate Informed Consents and treatment plans for Members, in order to provide quality and consistent care.
2. The AdSS shall ensure Informed Consents for oral health treatment include the following:
  - a. A written consent for examination or any treatment measure, which does not include an irreversible procedure;
  - b. The consent is completed at the time of initial examination and is updated at each subsequent six-month follow-up appointment;
  - c. A separate written consent is completed for the following:

- i. Irreversible procedures,
  - ii. Invasive procedures,
  - iii. Dental fillings or
  - iv. Pulpotomies.
- d. Consent is used in a manner that protects the Member and is easily understood by the:
- i. Member,
  - ii. Guardian, or
  - iii. Responsible Person.
- e. A written treatment plan must be reviewed and signed by the Responsible Person, with the Member;
- f. Consents and treatment plans must be:
- i. In writing, and
  - ii. Signed and dated by both the provider and the Member, or Responsible Person, if:
    - 1) The Member is under 18 years of age, or

- 2) The Member is 18 years of age or older and considered an incapacitated adult as specified in A.R.S. §14-5101.
  - g. The Responsible Person receives a copy of the complete treatment plan; and
  - h. Extends to all Contractor mobile unit providers.
3. The AdSS shall ensure completed consents and treatment plans are maintained in the Members chart and are subject to audit.

Signature of Chief Medical Officer:   
[Anthony Dekker \(Apr 24, 2023 15:01 PDT\)](#)  
Anthony Dekker, D.O.