



DEPARTMENT OF HEALTH DENTAL TREATMENT SERVICES

**AGREEMENT BETWEEN
HEALTH BOARDS AND DENTAL PRACTITIONERS
FOR THE PROVISION OF
DENTAL TREATMENT SERVICES**

January 2000

DEFINITIONS

1) In this agreement the following expressions shall have the meaning hereby assigned to them:

“The Act” means the Health Act 1970.

“The Minister” means the Minister for Health.

“The Chief Executive Officer (C.E.O.)” means a person appointed under Section 13 (I) of the Health Act, 1970.

“The Association” means the Irish Dental Association, being a corporate body incorporated within the State.

“Dental letter and chart” means the form of dental letter and chart prepared by the Minister.

“The Dental Panel” means the list of contracting dentists maintained by the Health Board.

“Dental treatment” has the meaning assigned to the expression “practice of dentistry” in the Dentists Act, 1985.

“Eligible person” means a person aged 16 years or over entitled to dental treatment under the Health Act, 1970 as therein defined at the date of this agreement.

“Qualified person” is an eligible person qualified for a course of routine dental treatment.

“The scale of fees” means the Schedule of agreed fees for dental treatment for the time being in force.

“Treatment Schedule” means the agreed range and types of treatment available to qualified persons.

“Monitoring Committee” is as defined in paragraph 34 of this document.

MUTUAL OBLIGATIONS

- 2) The Minister hereby acknowledges that, for a registered Dental Practitioner, the interests of patients and the satisfactory discharge of duties to these patients are of primary concern. In recognition of the discharge of these duties to patients, in a way which satisfies the professional duties which are owed to such patients, as well as certain obligations that are imposed under this contract for services to a Health Board, the Minister has negotiated with the Association Treatment Schedules which will provide qualified persons with an agreed range of treatments and clinical procedures.
- 3) Initially the scheme will apply to qualified persons in age cohorts to be phased in on an agreed basis to be negotiated between the Minister and the Association. The scheme shall be applied consistently on a National basis.
- 4) In consideration of the CEO including a dentist's name on the dental panel and employing his best efforts to ensure that the dental panel is accurate and up to date, the contracting dentist hereby undertakes to provide dental treatment, on the terms and conditions hereinafter appearing, to qualified persons who may desire to avail themselves of his/her services. The contracting dentist shall provide dental treatment to the best of his/her knowledge and ability and in accordance with currently acceptable professional standards in dentistry, using suitable premises, equipment and instruments and in suitable circumstances. Treatment and surgery arrangements for qualified persons under the agreed schedule will be provided in the same manner and under the same conditions as would be provided to a private patient. The contracting dentist undertakes to provide such treatment personally or by way of a substitute who is a registered dentist and covered by appropriate medical protection insurance. Service will be provided until the treatment is completed.
- 5) The C.E.O. may consider it appropriate not to include the name of an individual dentist on the panel of contracting dentists to provide Dental Treatment Services. In such cases, the CEO shall inform the dentist of the reasons for such non-inclusion. Where the name of a dentist is not included on the panel of contracting dentists, the dentist may appeal the decision under the Appeals procedure at paragraph 30 of the Agreement.
- 6) The contracting dentist undertakes to furnish the CEO with such details as the CEO may require to allow the dental panel to contain necessary details about himself/herself and his/her practice.
- 7) The Association acknowledge the statutory responsibility of the Health Boards for the provision of dental services under the Act and to ensure the management of such services.
- 8) Acceptance of the dentists application for a contract requires that the contracting dentist is available to provide any service agreed under the contract within the Health Board area.

OPERATIONAL PROCEDURES

9) (I) Routine Dental Treatment

- a) A qualified person may choose any participating contracting dentist from the published panel.
- b) The qualified person shall apply to the Health Board to have his/her entitlement under the scheme validated and shall have such validation approved or rejected within one month.
- c) The Schedule of Routine Treatments available to qualified persons is attached at Appendix 1. Where a course of routine treatment is required within 12 months of a previous course of treatment, the prior approval of the Health Board is required. In the normal course it is not expected that many patients would present for routine treatment more often than once in every two years and this aspect will be kept under review by the Monitoring Committee.
- d) Where more than two teeth require restorations as part of a routine course of treatment, prior approval shall be obtained from the Health Board. It has been agreed that this provision will be activated if the overall number of restorations are giving cause for concern. The matter will be raised in the first instance with the Monitoring Committee.
- e) Treatment items numbered 1-6 on the Schedule at Appendix 1 may be provided by the contracting dentist to qualified persons.
- f) The Health Board may make arrangements with contracting dentists for the provision of treatment items 7-11 on the Schedule at Appendix 1. Fees payable for items 7-9 shall be subject to agreement between the Health Board and the contracting dentist, in each case.

10) (ii) Dentures

- a) Arrangements for the provision of dentures by contracting dentists may be made between the Health Board and those practitioners at local level in accordance with National Guidelines. See Appendix 3.
- b) Dentures should not need to be replaced until at least five years after the initial insertion/replacement. If dentures are required more frequently, prior approval shall be obtained from the Health Board.

11) (iii) Emergency Dental Treatment

- a) In pursuance of their statutory obligations to provide dental treatment services to eligible persons under the Act, Health Boards shall arrange for the provision of emergency services in accordance with the Schedule of Emergency Dental Treatment at Appendix 2. Under such arrangements the Health Board shall avail of the panel of contracting dentists to provide emergency services.
 - b) Arrangements for emergencies will be published and notified by the Health Board to eligible persons in its area.
 - c) Where an eligible person seeks emergency dental treatment, the contracting dentist shall satisfy himself/herself that such treatment is genuinely necessary on an emergency basis, and shall provide such treatment in accordance with the Schedule at Appendix 2.
 - d) Other than in exceptional clinical circumstances e.g. an acute traumatic episode, Emergency Dental Treatment will be limited to treatment on one tooth and reimbursed on the basis of one of the treatment procedures set out in Appendix 2.
- 12) Access to the Routine Dental Treatment Scheme, through the Emergency Scheme, by non-qualified persons, will not be permitted. In this context, payment of fees shall not be made by a Health Board in respect of Routine Dental Treatment carried out, unless the qualified person's entitlement has been validated initially by the Health Board. Regular emergency visits by both qualified and non qualified persons will be monitored closely.
- 13) The Emergency Scheme will be monitored and reviewed with a view to ensuring operational efficiency and to ensure that expenditure on the Emergency Scheme is within budget.

Provision of Dental Treatment

- 14) The contracting dentist will ordinarily accept to provide dental treatment as outlined in the Treatment Schedule at Appendices 1, 2 and 3, for qualified persons authorised by the Health Board who request it. In the event of a contracting dentist not being willing to accept an authorised eligible person for treatment services, the contracting dentist, where so requested by the CEO of the Health Board, will give in confidence the reason for his decision to a Dental Practitioner acting on behalf of the Health Board.

Where the CEO of the Health Board does not accept the reason for the refusal, the procedure laid down in paragraph 29 (c) may be followed by the CEO.

Where the Health Board is satisfied that a qualified person has not succeeded in obtaining acceptance by a contracted dentist, the Health Board shall make appropriate alternative arrangements for treatment to be carried out.

Repeated failure by a qualified person to present for treatment will be notified by the contracting dentist to the Health Board. Where a pattern of repeated failures to keep appointments is a cause for concern, the matter will be addressed by the Monitoring Committee.

- 15) The CEO may, on application by the contracting dentist authorise him/her on such terms as he thinks fit to discontinue any treatment which has been commenced, but before doing so he shall consider any representations which the qualified person may wish to make with respect to the contracting dentist's application.
- 16) Subject to clause 14 above, the contracting dentist shall accept a dental letter and chart from any qualified person requiring dental treatment and who is qualified to receive dental treatment under the Scheme. In the case of any of the items 7-9 of the Schedule of Routine Dental Treatment, the contracting dentist shall complete an estimate of these items of dental treatment required under the Scheme and submit this to the Health Board.
- 17) With regard to items 1 to 6 on Appendix 1, the contracting dentist shall sign the certificate of acceptance of the dental letter and chart and forward it to the CEO within one month after the issue thereof or such longer period as the CEO may permit.
- 18) Treatment for any of the items 7 to 11 shall not be provided until the contracting dentist has received back from the CEO, the dental letter and chart authorising the proposed treatment.
- 19) The contracting dentist shall complete the treatment within nine months of the date upon which the dental letter and chart is returned to him/her or within such longer period as the CEO shall permit.
- 20) If, owing to the death, or change of address or change of eligibility status, of the qualified person, or other cause beyond the control of the contracting dentist, any treatment in respect of which an estimate has been approved cannot be completed by him/her, the contracting dentist shall forthwith notify the CEO in writing of the amount of the treatment completed, and of the reason for his/her inability to complete the remainder of the treatment and shall be entitled to payment, according to the scale of fees, of the cost of such treatment as has already been provided.
- 21) Where treatment is not commenced within a period of three months from the date on which the contracting dentist's estimate in respect of items 7 to 11 has been approved, the approval of the estimate shall be deemed to be withdrawn and the contracting dentist shall return the dental letter and chart and shall be entitled to claim the examination fee if not already paid in respect of items 1 to 6 of Appendix 1.
- 22) Within one month after the completion of the treatment the contracting dentist and the patient shall sign the certificate of completion of the treatment contained in the dental letter and chart and claim payment from the Central Payment Agency. Before certifying that the treatment has been completed, the contracting dentist

shall confirm that the details of the treatment are in accordance with the Treatment Schedule and that if any proper reduction has been made in the treatment provided, a corresponding reduction has been made in the amount claimed.

- 23) (a) The contracting dentist shall keep a record of all qualified persons treated by him/her under this agreement and such record shall contain the names of such qualified persons, the dates upon which any treatment was given, the nature of such treatment, details of payments received by the contracting dentist in respect thereof and the dates upon which any such payment was received and shall, if so required, produce such information to any dental adviser appointed by the CEO whenever required to do so.
- (b) The contracting dentist shall keep other records appropriate to his/her practice, including those relating to current statutory requirements and shall if required by the CEO produce such records and/or permit access to such records by a nominee of the CEO.

SCALE OF FEES

- 24) The contracting dentist shall be entitled to payment for dental treatment undertaken by him/her under this Agreement, by reference to a scale of fees agreed between the Minister and the Association.

The agreed scale of fees shall be reviewed by the Minister and the Association to take account of movements in corresponding rates under the Department of Social Welfare Dental Treatment Benefit Scheme. The first such review will take place not later than 1st March 1995.

- 25) The contracting dentist shall not be entitled to suggest, demand or accept from a qualified person or any other person on his behalf the payment of any fee or remuneration in respect of any dental treatment which is available under the scheme and can be provided under this Agreement, in addition to or over the above the charges set cut in accordance with the scale fees in the dental letter and chart.
- 26) Except as herein provided the CEO shall not be responsible for any fees or charges of the contracting dentist unless the estimate has been accepted and authorised on his behalf.
- 27) The following conditions shall apply in respect of materials used in connection with dental treatment provided by the contracting dentist under this agreement:
- a) All restorative materials shall be of accepted quality and of a permanent nature and suitable for each restorative procedure.
- b) All denture materials shall be of accepted quality and standard in respect of strength and durability and shall not be harmful to the patients tissues.

EXAMINATION:

- 28) The CEO may appoint an Examining Dentist who is registered within the meaning of the Dentists Act, 1985 to examine any qualified person in respect of whom a dental letter and chart has been lodged with estimate thereon completed by the contracting dentist and the following provisions shall have effect:
- a) The examination by the Examining Dentist may be made either before, during or after the period of dental treatment.
 - b) The contracting dentist shall be at liberty to attend the examination if he/she so desires and whether the contracting dentist attends or not, he/she shall give to the Examining Dentist all such information and particulars in regard to the dental treatment as the Examining Dentist may require.
 - c) The Examining Dentist may recommend an amendment, alteration or adjustment of the dental treatment and may amend the estimate on the dental letter and chart accordingly. The contracting dentist shall carry out any amendment, alteration or adjustment of the dental treatment so recommended unless he/she find himself/herself in conscience unable to do so. If such circumstances should arise the contracting dentist shall make a report in writing to the CEO who shall allow him/her to withdraw from the case. The contracting dentist shall not make a charge in respect of alteration or adjustment of any dental treatment, which has already been completed by him/her.
 - d) The fees of the Examining Dentist shall be borne by the CEO.
 - e) The contracting dentist shall not charge any fee for attending an examination by the Examining Dentist or furnishing to the Examining Dentist information and particulars regarding the dental treatment.

TERMINATION AND DISPUTES

- 29) Either party may terminate this Agreement at any time:
- a) By giving to the other not less than 3 months prior notice in writing of intention to do so to the other and immediately after such termination the CEO may delete the contracting dentist's name for the dental panel. Any dental letters and charts held by the contracting dentist prior to the expiration of such notice in respect of which the dental treatment has not been commenced shall be deemed to have been cancelled. Treatment which has been sanctioned may be completed.

Or

- b) On the contracting dentist taking up full time employment with the State or Health Board.

Or

c) Where the CEO has reason to believe that the contracting dentist has not complied with the terms of the agreement or has failed to give proper treatment to any qualified persons entitled thereto. The CEO shall notify the dentist by registered post of the reasons for such belief and inform him/her that he will consider any representations in regard to the matter which may be received by him from the dentist within 21 days of the issue of the notification. In the case of a serious breach of the Agreement the CEO may suspend the Agreement pending consideration of any representations which the contracting dentist may make. If the CEO is satisfied that he/she has not complied with the terms of the agreement or has failed to give proper treatment to any qualified person entitled thereto, he shall as he thinks fit:

1) Issue a warning to the contracting dentist;

And/or

2) Require the contracting dentist to pay to him a monetary penalty of €1269.74 which penalty shall be recoverable by reduction from any moneys payable

Or as a simple contract debt,

And/or

3) Terminate the Agreement

And notify the contracting dentist accordingly.

30) a) If the contracting dentist is aggrieved by any action of the CEO in relation to clause 5 or clause 29(c) of this Agreement, he/she may, by giving notice in writing to the CEO, within twenty-one days of the receipt of notice of such action, appeal against such action.

b) As soon as practicable after receiving notice of the contracting dentist's appeal, a Dental Appeals Tribunal shall be convened by the CEO, consisting of one person nominated by the Association and one person nominated by the CEO and an independent chairman who is acceptable to the Association and the CEO. This Tribunal shall have power only in relation to appeals arising from action taken under clauses 5 and 29(c) of this agreement.

c) The Tribunal shall, having considered the submissions made by both parties, issue a recommendation to the CEO which may confirm, vary, alter or rescind the action proposed to be taken under clauses 9 and 29(c).

DRUG PRESCRIPTION

31) Contracting dentists will provide, as required, prescriptions for medication to authorised eligible persons. In prescribing, the contracting dentist will have due regard to the need for economy but will have primary regard for the interests of the patient.

GENERAL

32) Without prejudice to clause 24, this contract will be reviewed jointly by the Minister, the Health Boards and the Association not later than June 1996.

33) This contract will not preclude dental service developments, including any legislative provisions, which may arise from time to time.

MONITORING COMMITTEE

34) A monitoring committee, consisting of representatives of the Department of Health, Health Boards and Irish Dental Association shall be established to monitor the implementation of the scheme/agreement. Such monitoring committee will be constituted within two calendar months of the commencement of the scheme.

CHOICE OF DENTIST SCHEME

ROUTINE TREATMENT SCHEDULE AND SCALE OF FEES

Treatment Item	Fee
1) Oral Examination	£16
<p>A complete oral examination of hard and soft tissue, medical and dental history, recording of missing teeth, diagnosis and treatment plan. The fee for examination includes any necessary intra-oral radiographs.</p> <p>Except on grounds of exceptional clinical necessity, a fee shall not be payable unless a clear interval of not less than 12 months has elapsed since such an examination was last completed (see paragraph 9 (c)).</p>	
2) Prophylaxis	£15
<p>Scaling and treatment of mild gum conditions, including any necessary oral hygiene instruction.</p> <p>This will include the removal of deposits on teeth, polishing of teeth, recontouring of fillings and treatment of mild gum conditions (this includes the treatment of gingivitis where pocketing does not exceed 3.5mm).</p>	
3) Restorations	
Simple/Compound Amalgam Filling	£15
<p>- irrespective of the number of fillings or surfaces in any one tooth or the location of the tooth within the mouth.</p>	
Composite Fillings on 6 Anterior Teeth	£24
<p>- including acid etch – irrespective of the number of fillings or surfaces in any one tooth.</p>	
4) Exodontics	
Extraction of a Tooth Under Local Anaesthetic	£18
<p>- including removal of roots, and where necessary, suturing and control of primary bleeding.</p>	

4) Surgical Extractions

Fee to be determined on a time basis. £17 for each 15 minute unit up to a maximum of £51.

- Removal of tooth or root requiring surgical incision of overlapping soft tissue, elevation of flap and either removal of bone and tooth or sectioning and removal of tooth. Fee to include any necessary radiographs and visit required for post-operative care.

Note – Pre operative radiographs to be submitted to Central Payments Agency when claiming fee payments.

6) Miscellaneous

Biopsy – excision of soft tissue	£10
Haemorrhage – secondary	£10
Pulpotomy	£10
Abscess – re-treatment and incising	£10
Dressings	£10
Dry Socket	£10

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7) Endontics

Root Canal Therapy

(6 upper and lower anterior teeth)

- including where necessary incision draining of abscess, treatment of infection, removal of pulp and root canal contents, preparation and filling of root canals and any necessary radiographs

8) Apicectomy/Amputation of Roots

- including retrograde filling and any necessary root canal therapy.

9) Protracted Periodontal Treatment

This includes treatment listed under Prophylaxis above and shall, as necessary, cover the treatment of periodontal conditions where pocket-depths exceed 3.5mm including root-planing, gingival curettage, gingival surgery, and any other periodontal treatment (including the treatment of acute conditions such as ANUG).

10) Radiographs

Extra-Oral	-	1 film	£12
	-	2 or more films	£18.05
Panoramic			£20

11) Prosthetics (contracting dentist responsible for Laboratory Fees)

Partial Acrylic Denture (From 1-11 teeth)	£110
Full Upper Denture	£150
Full Lower Denture	£150

Includes provision for all necessary post-insertion visits within 8 weeks of insertion.

Reline Dentures

Complete Upper Denture	£60
Complete Lower Denture	£60
Complete Upper and Lower Denture	£60

Includes reclining and re-basing dentures with a material other than one polymerised in the mouth and where necessary, replacement of palate.

APPENDIX 2

SCHEDULE OF EMERGENCY DENTAL TREATMENT SERVICES

Emergency dental treatment is the provision of all necessary treatment to control pain, haemorrhage and the sequelae of trauma (where urgent treatment is needed) (control of pain etc.).

Each emergency treatment item fee below includes all treatment as appropriate including any necessary diagnosis, radiographs etc., or additional visits required to complete the procedures as outlined. Other than in exceptional circumstances, e.g. an acute traumatic episode, Emergency Dental Treatment will be limited to treatment on one tooth and reimbursed on the basis of one of the treatment procedures set out below:

1) Extraction to Control Pain Etc. £28

2) Surgical Extraction to Control Pain Etc.

Fee to be determined on a time basis. £17 for each 15 minute unit up to a maximum of £51.

- Removal of tooth or root requiring surgical incision of overlapping soft tissue, elevation of flap and either removal of bone and tooth or sectioning and removal of tooth. Fee to include any necessary radiographs and visits required for post-operative care.

Note – pre-operative radiographs to be submitted to Central Payments Agency when claiming fee payments.

3) Restorations to Control Pain Etc.

i) Simple/Compound Amalgam Filling **£27**

- irrespective of the number of fillings or surfaces in any one tooth or the location of the tooth within the mouth.

ii) Composite Fillings On 6 Anterior Teeth **£36**

- including acid etch – irrespective of the number of fillings or surfaces in any one tooth.

5) Endodontics Procedure to Control Pain Etc.

(6 upper and lower anterior teeth) **£40**

Diagnosis including radiographs. Decide on treatment. Open up tooth (drill), clean out debris to relieve pain. Place dressing (e.g. to reduce inflammation). End of this stage.

Refer back to the Health Board.

5) Dry Socket/Haemorrhage **£10**
(Subsequent to treatment by another dentist).

6) a) Acute Gum Condition Necessitating the Relief of Pain **£15**

Diagnosis. Provide any necessary irrigation, mouthwash and prescription.
Refer patient to Health Board.

c) Treatment of acute toxicity resulting from boney or soft tissue infection where an extraction does not follow. **£15**

APPENDIX 3

DENTURES

Where the contracting dentist undertakes treatment in his/her own practice premises

Full Upper and Lower Denture **£110**

Fee includes provision for all necessary post-insertion visits within 8 weeks of insertion.

Note:

In the case of dentures the fee above is in respect of clinical work only. Laboratory fees will be paid by the Health Board direct to the Laboratory concerned.

Denture Repairs

- 1) Cracks, fissures, fractures.
- 2) Replacement of teeth.
- 3) Replacement of band or wire.
- 4) Extension of plate.

First item of repair from above list **£22**

Each subsequent item **£7**

Maximum **£36**

DEPARTMENT OF HEALTH
DENTAL TREATMENT SERVICES

AGREEMENT BETWEEN
HEALTH BOARDS AND DENTAL PRACTITIONERS
FOR THE PROVISION OF
DENTAL TREATMENT SERVICES

REVISED PROCEDURES
FOR
DENTAL TREATMENT SERVICES SCHEME

1st January, 2000

INTRODUCTION

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INTRODUCTION

The following terms are proposed following a review of existing arrangements applying to the DTSS.

TREATMENT CEILING/PATIENT CARE PLAN

The Health (Amendment) Act 1996 governs the provision of health services. Health Boards are obliged to live within their monetary allocations.

The I.D.A. acknowledge that, in the light of the above, Health Boards have the right to take whatever measures are necessary to live within budget and statutory obligation.

Prior approval will be necessary in all cases of below the line treatment (including dentures) and delivery.

Treatment can be carried out on above the line treatments without prior approval.

A patient care plan to be completed and submitted for each patient. In cases where prior approval is not required the patient care plan will be submitted with the claim. Where prior approval is required the patient care plan will be submitted in advance.

Prior approval will continue to be required for treatment on all below the line treatments and dentures in accordance with the above. While awaiting approval, above the line treatments can be carried out.

Within one month, participating dentists will be granted approval for below the line denture treatment. In the event of approval being turned down the specific clinical reasons will be given. The Health Board reserves the right to defer approval in certain limited circumstances, in accordance with the provisions of the Health (Amendment) Act 1996.

Where a dentist identifies below the line or denture treatment, a patient care plan must be prepared and submitted to the Health Board for approval, this will be granted within a one month period.

The Health Board will complete and stamp the form indicating the Patient Care Plan approval. The two part set will then be returned to the dentist. A separate approval will not be a feature of the new arrangements.

EXAMINING DENTIST/GP ADVISORY UNIT

An examining dentist/general dental practitioner unit is to be set up in each Health Board, consisting of at least two dentists.

New arrangements to deal with breaches of the agreement will be put in place. These arrangements will include an advisory service provided by the ED/GDP. However, a continual failure to comply with the terms of the agreement will lead to a disciplinary process and the possible application of a range of penalties and sanctions. These will include warning/imposition of prior approval for all treatments/fines or termination of contract. The revised arrangements for terminations and disputes will be incorporated into this document when agreed.

ELIGIBILITY

- Additional Groups will be added to the scheme only with the agreement of the Irish Dental Association.
- It is comprehended that all eligible adult medical card patients who become eligible due to recent changes in the eligibility criteria for medical card holders are included in the DTSS.
- Extra funding is to be allocated to cover the costs of introducing the final cohort.
- Medical card holders who are also entitled to treatment under the D.S.F.C.A. will be identified and their R.S.I. number is to be recorded on the new forms, if available. Claims will not reject in the absence of the R.S.I. number.

HEALTH AMENDMENT ACT 1996 (section dealing with Hepatitis C patients)

As previously notified, any person with established eligibility under the Health (Amendment) Act, 1996, may be treated under the routine element of the scheme, regardless of age (these persons are not medical card holders but have been issued with a blue authorisation card). Further discussions are to take place in relation to the Group between the Department of Health and Children and the Irish Dental Association.

INVALID CLAIMS/RECLAIM LIST SYSTEM

Revised systems will be introduced to disallow invalid claims and improve the reclaim list system, e.g. partial payment of claim.

MONITORING COMMITTEES

In order to facilitate the positive developments of this scheme and to allow for greater involvement of participating dentists, a National Monitoring Committee will be reactivated. Additionally, a Local Monitoring Committee will be reactivated in each Health Board.

The N.M.C. is to meet at the end of each quarter to review the DTSS budget for each Health Board and to prepare submissions to funding requirements for the following years budget. Information to circulate at least two weeks in advance of meeting.

For an initial period of 12 months the L.M.C. in each Health Board will meet on a monthly basis to review the scheme. An agreed monthly report will issue to the N.M.C. from each L.M.C. Information to circulate at least one week in advance of meeting.

APPEAL SYSTEM

A revised appeal system is to be introduced to cover penalties, non approval issues and payment issues.

ACCOUNTABILITY

The operation and implementation of this agreement shall take account of and be in accordance with statutory provisions regarding accountability and sound financial management.

REVIEW

The scheme will be jointly reviewed in September each year. The next review will take place in September 2000.

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29 (a) Either party may terminate this Agreement at any time:

by giving to the other not less than 3 months prior notice in writing of intention to do so to the other and immediately after such termination, the CEO may delete the contracting dentist's name from the dental panel. Any dental letters and charts held by the contracting dentist prior to the expiration of such notice in respect of which the dental treatment has not been commenced shall be deemed to have been cancelled. Treatment which has been sanctioned may be completed.

Or

(b) on the contracting dentist taking up full time employment with the State or Health Board.

30 (a) Whenever, in respect of the contracting dentist, there is, in the opinion of the Chief Executive Officer, reason to believe that the contracting dentist has not complied with the terms of the agreement or has failed to administer proper treatment to any qualified persons entitled thereto, the CEO may suspend operation of the agreement while the alleged non-compliance is being enquired into and any action to be taken by the Chief Executive in regard thereto is being determined.

(b) In order to enquire into the alleged non-compliance (or the alleged failure to administer proper treatment to any qualified persons entitled thereto), referred to in (a) above, the CEO shall notify the contracting dentist in writing of the reasons for his belief and inform him that he will consider any representations made by him or his behalf received within 21 days of the issue of the notification.

(c) Without prejudice to any legal remedies the Chief Executive Officer may have, if the Chief Executive Officer, having considered any representations made by or on behalf of the contracting dentist, is satisfied that the contracting dentist has not complied with the terms of the agreement or has failed to give proper treatment to any qualified person entitled thereto, he may do any or some or all of the following:

(1) Decide in favour of the contracting dentist to the effect that there has not been non-compliance with the terms of the agreement or failure to administer proper treatment to any qualified persons entitled thereto.

(2) Require the contracting dentist to undergo periods of educational training or corrective development coaching. If the contracting dentist fails to adhere or to comply with this requirement within a period of time specified by the Chief Executive Officer may terminate the agreement and notify the contracting dentist accordingly.

- (3) Issue a warning or admonishment.
 - (4) Require the contracting dentist to pay a punitive monetary amount (not exceeding £10,000) which shall be recoverable by deduction from any monies payable or as a simple contract debt.
 - (5) Determine limits for prior approval other than those applying under this agreement.
 - (6) Determine a period during which no treatment can be administered to qualified persons under the agreement without prior approval.
 - (7) Terminate the agreement and notify the contracting dentist accordingly.
- 31 (a) If the contracting dentist is aggrieved by any action of the CEO in relation to clause 5 and/or 30(c) subparagraphs 4 and 7 of this Agreement, he/she may, by giving notice in writing to the CEO, within twenty one days of the receipt of notice of such action, appeal against such action.
- (b) As soon as practicable after receiving notice of the contracting dentist's appeal, a Dental Appeals Tribunal shall be convened by the CEO, consisting of one person nominated by the Association and one person nominated by the CEO and an independent Chairman who is a practising barrister of not less than five years standing and who is acceptable to the Association and the CEO. This Tribunal shall have power only in relation to appeals arising from action taken under clauses 5 and 30 (c) subparagraphs 4 and 7 of this agreement.
- (c) During the conduct of the Tribunal proceedings the Chairman shall have discretion as to the conduct of the proceedings and in particular shall:
- (i) Decide the order of appearance of persons appearing before the Tribunal.
 - (ii) Permit the dentist concerned, or the Chief Executive Officer, to appear in person or to be represented and/or assisted by another person, and
 - (iii) Hear, if he/she thinks fit any person who is not a party to the proceedings including the ED/GDP.
- (d) Any questions arising before the Tribunal shall be decided by the majority of the members of the Tribunal who are present and vote, and, in case of an equality of votes on any question, the Chairman shall have a second or casting vote.
- (e) The Tribunal shall complete its deliberations with all practicable speed.

- (f) The Tribunal shall, having considered the submissions made by both parties, issue its findings to the CEO which may confirm, vary, alter or rescind the action proposed to be taken under clause 5 and/or clause 30 (c) subparagraphs 4 and 7.
- (g) The Tribunal shall make it's findings known in writing to the Chief Executive Officer who shall notify in writing (within seven days), the dentist concerned of the findings.
- (h) Where a finding of the Tribunal is that the agreement be terminated, the Chief Executive Officer shall notify in writing (within seven days of receipt of the Tribunal's findings), the dentist concerned that the agreement shall terminate on behalf of the board after the expiration of a period of twenty one days.
- (i) The Chief Executive Officer may at the same time if appropriate notify in writing the Dental Council of the findings of the Tribunal and shall on request from the Registrar supply such particulars as may be necessary for the Council to consider the matter.

Appendix 1	Examining Dentist/G.P. Unit
Appendix 2	Form Completion Procedure
Appendix 3	Validation Requirements

APPENDIX 1: EXAMINING DENTIST/G.P. UNIT

Appointment of Examining/General Practitioner Unit Dentist

Each C.E.O. shall appoint a number of examining/general practitioner unit Dentists. This appointment will be made following open competition.

The Chief Executive Officer may appoint an examining dentist who is registered within the meaning of the Dentists Act 1995 following an open competition. Appointments will be for a period of three years.

The interview board to be approved by the CEO will include one person from a panel of participating dentists nominated by the Irish Dental Association and IMPACT.

The examining general practitioner unit dentists examining the patients of private practitioners will be limited to private practitioners. However, in exceptional circumstances, e.g. conflict of interest, complexity, a CEO may appoint a dentist who is not engaged in full time private practice to carry out a specific investigation. In such circumstances, the C.E.O. may consult with the President of the I.D.A. regarding the appointment.

Functions:

The primary role of the Examining G.P/ Unit Dentist will be to ensure the probity of the dental claim as well as ensuring that the quality of dental treatment provided meets currently acceptable professional standards within the limitations of the treatment schedule. The examining general practitioner unit dentist remit in this regard shall be confined to clinical examination of the patient and report and recommendations regarding dental treatment only. He/she will normally carry out examinations in the Examining/G.P. Unit Dentist's surgery or a Health Board surgery. Examinations may be carried out in the contracting dentist's surgery solely at the request of the contracting dentist. To ensure probity examining general practitioner unit dentists will have made available to him/her by the contracting dentist, any documentation i.e. records or x-rays, that would be relevant to his/her examination.

The Principal Dental Surgeon will contact the examining general practitioner unit dentist, and together they will make a decision on what course of action is required.

The examining general practitioner unit dentist will present to the Principal Dental Surgeon, an annual report which will contain all of the activities of the unit for the previous 12 months. This report will be presented by the appropriate Principal Dental Surgeon to the L.M.C.

EXAMINING/GENERAL PRACTITIONER UNIT DENTIST

The Examining/G.P. Unit Dentist will have two main roles to perform. They will be:

- 1) An examining Dentist to carry out examinations at the request of the Health Board.

The CEO of a Health Board may appoint an Examining/G.P. Unit Dentist (who is registered within the meaning of the Dentists Act 1985 and fulfils the conditions described in “Appointment of Examining Dentist”) to participate in the monitoring of dental treatment provided in the DTSS.

Examining/G.P. Unit Dentist fees will be at sessional rates but sessional rates plus locum allowance may be agreed while the Examining/G.P. Unit Dentist is away from his/her own surgery. Public service rates will apply for travel and express when away from Examining/G.P. Unit Dentist’s own surgery.

- a) An examination by the Examining/G.P. Unit Dentist may be made either before, during or after the period of dental treatment. The contracting dentist must be advised in writing and given an opportunity to attend.
- b) The contracting dentist shall be at a liberty to attend the examination if he/she desires and whether the contracting dentists attends or not, he/she shall give to the Examining/G.P. Unit Dentist all such information and particulars in regard to the dental treatment as the Examining/G.P. Unit Dentist may require.
- c) The Examining/G.P. Unit Dentist may recommend an amendment, alteration or adjustment of the dental treatment and may amend the estimate on the dental letter and chart accordingly. The contracting dentist shall carry out any amendment, alteration or adjustment of the dental treatment so recommended unless he/she finds himself/herself – in conscience unable to do so. If such circumstances should arise, the contracting dentist shall make a report in writing to the CEO who should allow him/her to withdraw from the case. The contracting dentist shall not make a charge in respect of alteration or adjustment of any dental treatment which has already been completed by him/her. If no agreement is possible between the contracting dentist and the Examining/G.P. Unit Dentist, and the contracting dentist does not wish to withdraw from the case, he/she may, by giving notice in writing to the CEO, within 21 days notice of such action, appeal against the alteration of his/her proposed treatment plan. The Dental Appeals Tribunal would be the same body as in clause 30(b) of the contract. The findings of the Dental Appeals Tribunal will be binding on both parties.
- d) The fees of the Examining/G.P. Unit Dentist shall be home by the Chief Executive Officer of the Health Board.

- e) The contracting dentists shall not charge any fee for attending examination by the Examining/G.P. Unit Dentist or furnishing to the Examining/G.P. Unit Dentist information and particulars regarding the dental treatment.
 - f) The Examining Dentist in the exercise to his/her functions shall follow protocols and attend training programmes, which may be recommended by the Department of Health and Children following consultation and agreement with the National Monitoring Committee.
- (2) To work within the primary care unit, he/she will advise the Principal Dental Surgeon who will retain overall responsibility for the D.T.S.S.
He/she will also:
- visit/contact G.P.'s in his/her area.
 - maintain a record of contacts/visits made.
 - work with the Principal Dental Surgeons and the contracting dentists in relation to patient's complaints.
 - work with and advise outside Consultants to develop standards and guidelines and to facilitate improved accountability and quality initiatives.
 - record any problems that the G.P. has with the scheme in relation to his/her practice.
 - advise G.P.'s who are having difficulty in complying with the terms of the agreement.
 - to act as a conduit for the dental profession operating the scheme in respect of their relationships at Health Board level and with the G.M.S. Board.
 - to assist in the drawing up of reports for management for presentation to the L.M.C. or N.M.C. on the performance of the scheme.
 - to interact with their colleagues in medicine and pharmacy to ensure better co-ordination of responses for patients attending primary care services.
 - promote with G.P.'s all of the health promotion strategies and initiatives and in particular oral health strategies.

It is recognised that training will be required for Examining/G.P. Unit, Principal Dental Surgeons and Local Monitoring Committees representatives funded by the Department of Health and Children.

EXAMINING HEALTH BOARD DENTIST

Appointment of Examining Health Board Dentist

Each CEO shall appoint a number of examining Health Board dentists. The Chief Executive Officer may appoint an examining dentist who is registered within the meaning of the Dentists Act 1995 following an open competition organised by the Health Board. Appointments will be for a period of three years. All examining dentists must be contractors operating the DTSS.

The examining dentists examining the patients of Health Board dentists must themselves be Health Board dentists.

Functions:

The role of the Examining Dentist will be to ensure the probity of the dental claim and accountability of participating dentists. He/she will also ensure that the quality of dental treatment provided meets currently acceptable professional standards within the limitations of the treatment schedule. He/she will carry out examinations in the Health Board surgery. To ensure probity Examining Dentists will have made available to him/her by the contracting dentist any documentation i.e. records or x-rays that would be relevant to his/her examination.

Nothing in the above will diminish or dilute the reporting relationship of Health Board Dentists to the Principal Dental Surgeon.

REDESIGN OF CLAIM FORMS

A most significant difference will be a reduction in the number of forms – the existing four claim forms:

D1 Above the line

D2 Below the line

C Full denture

E Emergency

Will be replaced by one form – o D

The form has been designed for use with the newly issued plastic laminated Medical Card imprinters – dentists are reminded to ensure that the claim form is correctly aligned and secured with the plastic gripper on the imprinter machine prior to imprinting the card details. In circumstances where an imprinter is not being used the patient details must be written in the top left corner of the form followed by the dentists panel number, name and address.

The procedures to be followed when seeking approval or claiming payment using these forms are outlined hereunder.

Form D Claim Form:

All oral examinations must be completed and the results charted using the appropriate codes. The dentist may then claim for above the line items of treatment. Only claims in respect of treatments provided to eligible GMS patients will be paid. Therefore, dentists should satisfy themselves that the person presenting is eligible. On completion of treatment the dentist and patient declarations at the foot of the form must be signed and part 1 of the set forwarded to GMS (Payments) Board for payment processing. Participating dentists must ensure that all details are accurate before signing and submitting the claim form.

Patients Who Fail to Return for Treatment

Procedures to be agreed:

Reclaims

Claims which are rejected for payment because of invalid or insufficient data will continue to be reported on a reclaim listing each month – all necessary corrections and amendments should be inserted on the reclaim listing for submission to this Board for processing. Reclaims may, where necessary, be submitted under separate cover on a date not later than the 10th of the month and every effort will be employed to ensure that these are included for payment in the following month.

Outlined hereunder is a matrix which is hoped will benefit dentists in making claims under the new arrangements – the purpose is to clearly outline the limitations and regulations pertaining to the provision of each type of treatment – where a claim for treatment does not comply with these guidelines, it will be deemed invalid and rejected for payment.

Claims should be forwarded to the Board in a pre-addressed envelope (supplies available on request).

XI Dental Examination:

The completion of the chart is mandatory when making any claim or application or for approval of a Patient Care Plan on this form including claims in respect of full dentures.

The codes under this category are:

- 0 (alpha code) = Decayed
- (hyphen) = Missing
- F (alpha code) = Filled

When a code is not inserted against a tooth the status will be recorded as sound.

X6 Miscellaneous

The codes under this category are:

- H (alpha code) = Haemorrhage
- P (alpha code) = Pulpotomy
- T (alpha code) = Dry Socket
- A (alpha code) = Abscess
- B (alpha code) = Biopsy

The above code(s) should be recorded on the tooth chart and payment will be calculated with reference to the number of teeth indicated.

A space on the form is provided to indicate which treatment was carried out.

X2 Prophylaxis

Claims for prophylaxis will only be paid every six months otherwise state clinical necessity.

When making a claim under the above category dentists will, in the first instance record one or more of the following codes in the appropriate segments of the CPITN (Community Periodontal Index of Treatment Need) Chart.

0 = Healthy gingival tissues with no bleeding after gently probing (using a periodontal probe) around any of the teeth in a given sextant.

1= Bleeding after gentle probing in one or more teeth in a given sextant, no calculus is detected.

2= Calculus – supra or subgingival calculus is detected around one or more teeth in a given sextant.

X9 Protracted Periodontal Treatment

When making a claim under the above category, dentists will, in the first instance record one or more of the following codes in the appropriate segments of the CPITN (Community Periodontal Index of Treatment Need) Chart.

3= Pocketing > 3.5 mm is detected around one or more teeth in a given sextant.

4= Pocketing > 5.5 mm is detected around one or more teeth in a given sextant.

C.P.I.T.N. SEXTANTS

Upper Right	87 654	321 123	45 678	Upper Left
Lower Right	87 654	321 123	45 678	Lower Left

X9 Claim will only be allowed where a 3 or a 4 has been recorded in any of the sextants on CPITN. Having ticked the X9 treatment box, the number of visits required and the estimate of cost must be inserted, the form must then be submitted to the Health Board for approval.

Example 1

2	1	0
1	1	0

The treatment to be claimed will be X2.

Example 2

4	4	4
3	2	2

The treatment to be claimed will be X9 subject to prior approval.

- X3A Amalgam Restoration Code=L
- X3C Composite Restoration (Anterior Teeth) Code=C
- X4 Exodontics Code=N
- X5 Surgical Extraction Code=S
- X12 Urgent First Stage Endodontic (Anterior Teeth) Code=U

In the cases of treatment X3A-X5 inclusive and XI2 the relevant code must be ticked once regardless of the number of teeth treated and the same code should then be inserted against the tooth/teeth number(s) on the chart.

X61 Denture Repairs

This treatment type now includes an additional box for the number of repairs under each category.

Treatments which Require Health Board Approval

When a dentist identifies a treatment need, a Patient Care Plan should be completed on the D form – the results of the Oral Examination must be charted and the proposed treatment including estimates of cost must be entered on the form which must be submitted to a Health Board for approval. Approval will be given within one month. The Health Board will upon approval, return parts 1 and 2 to the dentist and the dentist will forward part 1 only to the GMS (Payments) Board for processing. Part 2 should be retained for record purposes. If the claim is rejected the clinical reasons must be given.

X& Endodontics

Code=E

As there is now no emergency form, endodontics will now be claimed on the D form.

X8 Apicectomy/Amputation of Roots

Code=P

(6 upper and lower anterior teeth only)

In the case of treatments X7 and X8 a tick is required in the treatment code box and the same code letter should be inserted on the treated tooth on the tooth chart, the estimate of cost of treatment should be inserted in the space provided and in the case of X7 you should indicate the number of fees being claimed prior to submission of the form to the Health Board for approval and agreement of fee.

X10 Extra Oral Radiographs

The X10 treatment code box must be ticked and the amount being claimed must be recorded in the space provided. It should be indicated in the spaces provided the number of films being claimed i.e. one film, two or more films or panoramic.

X11 Prosthetics:

This category now incorporates Full Denture Treatment together with partial dentures and relines. You are requested to enter the amount of your claim in the space provided and to indicate either Upper U or Lower L for Full Denture, Partial Denture or Full Reline.

Once all necessary treatment has been completed part 1 of the claim may be submitted to the GMS (Payments) Board for processing.

As stated above, dentists may claim a fee for an Oral Examination in respect of an individual once only in any 12 month period, except on grounds of exceptional clinical necessity.

Should you have any queries regarding the use of these forms you should contact the Board's Dental Unit.

APPENDIX: VALIDATION REQUIREMENTS**DATA****VALIDATION REQUIREMENTS****Dentist Panel Number**

The number quoted must be valid and the Contractor must be participating in the Scheme on the date of treatment.

Medical Card Number

The Medical Card number must be valid and current and be that of the person named on the claim form.

PRSI Number

The patients PRSI number (if applicable) must be shown on the claim form (if available).

XI Dental Examination

Except on grounds of exceptional clinical necessity, a fee for a dental exam is only payable once in a 12 month period for the same person treated by the same dentist/practice. A new range of codes have been assigned under this category. Blank teeth will be recorded as sound.

X a Amalgam Restoration/XC Composite Restoration

A restoration may not be repeated on the same tooth by the same dentist/practice unless the clinical necessity for such treatment accompanies the claim. No additional treatment may be claimed in respect of the same tooth on the same occasion.

X4 Exodontics

An extraction may not be claimed in respect of a tooth which is recorded as missing on the patient chart. No other treatment may be claimed for on the same tooth on the same occasion. Allowance will be made for retained roots and also tooth movement under the reclaim system.

X5 Surgical Extraction

A pre-operative x-ray must be made available if requested.

X6 Miscellaneous

Dry socket Code T will not be paid if the tooth was extracted by the claiming dentist/practice. No other treatment can be claimed on the same tooth on the same occasion.

X6.1 Denture Repairs

The number of repair items must be indicated on the form. A lab receipt must be available for examination if required.

X7 Endodontic Treatment

The fee for treatment must be approved by a Health Board. A post treatment x-ray must be available for examination if requested.

X8 Apicectomy/Amputation of Root

Fee for treatment must be approved by a Health Board. A post treatment x-ray must be available for examination if requested.

X9 Protracted Periodontal Treatment

The treatment must be approved by a Health Board. A status must be indicated against at least one segment of the new six segment chart. Cannot be repeated for the same patient from the same dentist practice within 12 months. Cannot be claimed in conjunction with X2. Claims for X2 and X9 within 12 months of each other will be flagged to Health Boards for any necessary follow-up enquiry.

X10 Radiographs

A fee for panoramic x-ray is only payable for the same patient once every 4 years otherwise clinical necessity must be outlined. This treatment must be approved by a Health Board.

X11 Prosthetics

The treatment must be approved by the Health Board. The category will now incorporate full upper and full lower dentures and partial dentures. Denture treatment cannot be repeated within 5 years, without prior approval.

X12 Urgent 1st Stage Endodontic

This is a treatment item which will facilitate the treatment of patients who require urgent first stage endodontic treatment. Treatment of the same tooth by the same dentist/practice may not be repeated within two years without clinical necessity being stated. A pre-operative x-ray must be made available if requested.

In making claims in respect of X5 Surgical Extractions, X7 Endodontic Treatment, X8 Apicectomy/Amputation of root or X12 Urgent 1st Stage Endodontic, the participating Dentist will confirm as part of a claim that x-rays have been taken and are available. If at the request of the G.M.S. or Health Board the x-rays are not provided within 2 weeks of the request, an amount equivalent to the treatment claimed for may be deducted from monies due to the dentist.

Additionally, the dentist may in future be required to submit x-rays with future claims. In any event, dentists will comply with any request to submit x-rays.

