

**UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT**

MARY CARR, et al., individually and on	:	CIVIL ACTION NO.
behalf of all other persons similarly	:	
situated,	:	
<i>Plaintiffs</i>	:	3:00 CV 1050 (AVC)
	:	
v.	:	
	:	
PATRICIA WILSON-COKER, in her	:	
official capacity as Commissioner of	:	
the State of Connecticut,	:	
Department of Social Services	:	
<i>Defendant</i>	:	April 29, 2008

**SETTLEMENT AGREEMENT**

WHEREAS, the named plaintiffs and all others similarly situated, as low-income recipients of the Connecticut "HUSKY A" Medicaid program, commenced this action against defendant PATRICIA WILSON-COKER, in her official capacity as Commissioner of the State of Connecticut Department of Social Services, for DSS' alleged failure to comply with federal law that allegedly requires her to implement policies and procedures designed to ensure the meaningful access of plaintiffs to oral health care provided by participating Medicaid dentists, in alleged violation of Title XIX of the Social Security Act, 42 U.S.C. § 1396, et seq., including the Early and Periodic Screening, Diagnosis and Treatment program, and implementing federal regulations promulgated by the Centers for Medicare and Medicaid Services of the U.S. Department of Health and Human Services, 42 C.F.R. § 431.1, et seq.; and

WHEREAS, Defendant denies the allegations but has determined that settlement of the action on mutually acceptable terms is in the best interest of all parties; and

WHEREAS, Michael P. Starkowski succeeded Patricia Wilson-Coker as the Commissioner of the Department of Social Services following the commencement of this action, and currently remains in that position; and

WHEREAS, the parties intend, through this Settlement Agreement, to maintain significant and substantial improvement to the procedures by which children and adults in Connecticut who receive Medicaid assistance may access dental health care services in a network of providers maintained and administered by the Department of Social Services; and

WHEREAS, the parties desire to settle this action on terms and conditions that are just and fair to all parties.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties, as represented below, as follows:

**I. General Recitals**

1. The parties believe that resolving this matter through negotiation rather than adversarial litigation is in the best interests of both plaintiffs and defendant. The agreement to settle this case, subject to the approval of the Court in accordance with Rule 23(e) of the Federal Rules of Civil Procedure, is the outcome of negotiations and bargaining by the parties. Each party has made concessions the party believed were necessary in light of the facts of this action. In addition, each party has been able to obtain favorable concessions and agreements potentially beyond the reach of that party if this action had been decided by the Court, instead of being resolved through negotiations.

2. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter contained herein. The parties hereby declare and represent that no promise, inducement, or agreement has been made other than those contained in this document,

and the parties acknowledge that the terms and conditions of this agreement are contractual and not a mere recital.

3. This Settlement Agreement is contingent upon approval by the Connecticut legislature in accordance with the provisions of Conn. Gen. Stat. § 3-125a, and by the Court after the Court holds such “fairness hearings” as may be dictated by the Federal Rules of Civil Procedure, the Local Rules of Civil Procedure of the U.S. District Court for the District of Connecticut, and the Rulings of this Court.

4. This Settlement Agreement shall become effective, final and binding upon the parties, their successors and assigns, only at such time as it is approved by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

5. No portion of this Settlement Agreement is severable and no portion of this Settlement Agreement is enforceable unless and until approval by the Connecticut General Assembly pursuant to Conn. Gen. Stat. § 3-125a and a subsequent, final and complete approval by the Court.

6. In reaching this settlement, defendant expressly does not admit liability, or violation of the law, as to any claims raised or which could have been raised, by plaintiffs pertinent to events giving rise to this lawsuit. Similarly, the plaintiffs do not admit that the relief agreed to herein by way of compromise agreement is necessarily all that is required by the terms of the Medicaid Act.

## **II. Definitions**

7. The following definitions apply to this Settlement Agreement:

- a. “Children” refers to all persons under the age of 21.
- b. “CMS” refers to the Centers for Medicare and Medicaid Services.

c. "Defendant" means the named defendant, Commissioner of the State of Connecticut Department of Social Services, in this action and his successors and assigns.

d. "The Department of Social Services," "DSS" or "the Department" means the State of Connecticut Department of Social Services, or any successor agency, its officers, administrators, staff, employees, agents and assigns, and all persons acting in concert therewith.

e. "Early and Periodic, Screening, Diagnostic and Treatment (EPSDT) program" refers to the provision of medical services, including dental health care, diagnostic and treatment services, as a benefit that is available to children under the Medicaid HUSKY A program, pursuant to 42 U.S.C. §§ 1396a(a)(43)(A) and (B); 1396d(r)(1), (3) and (5), and regulations promulgated by the Centers for Medicare and Medicaid Services, U.S. Department of Health and Human Services. The term "provision" as used in this definition refers to the term as it is used in the EPSDT statute, taking into account the roles and responsibilities of the state Medicaid agency under Medicaid law.

f. "Managed Care Organizations" or "MCOs" refers to the organization or organizations which contract with DSS to provide covered medical services to their enrolled members under the HUSKY Medicaid managed care waiver program.

g. "Medicaid" or "HUSKY A", for purposes of this Settlement Agreement, refers to the program of medical assistance benefits provided to eligible families that contain a pregnant woman or at least one child under the HUSKY Medicaid managed care waiver program.

h. "Plaintiffs" refers to the named plaintiffs in this action, the certified plaintiff class, and the certified plaintiff subclass, as certified by order of the Court on March 3, 2001.

i. "Plaintiffs' Counsel" refers to counsel for the plaintiffs from Greater Hartford Legal Aid, Inc., Connecticut Legal Services, Inc., Updike, Kelly and Spellacy, P.C., and Shipman and Goodwin, LLP.

j. "Safety Net" facilities refers to non-profit providers of dental services, including Federally Qualified Health Centers ("FQHCs"), hospital-based dental clinics, dental clinics operated by non-profit corporations that are not FQHCs or hospital-based, and school-based providers of dental services that are either provided directly by a municipality or by a non-profit organization under contract to the municipality.

k. "Screening" means dental screening as defined by the EPSDT provisions of Medicaid law.

l. "Urgent Care" means dental care of relief of acute pain or elimination of acute infection.

### **III. Class Certification**

8. In an Order entered March 30, 2001, this Court granted plaintiffs' motion for class certification and certified the following plaintiff class:

"all individuals in Connecticut who are or will be eligible for Medicaid managed care HUSKY A benefits and are or will be seeking dental health services."

The Court further certified a subclass consisting of:

[a]ll children in Connecticut who are now or will be under the age of 21, are or will be seeking dental health services, and are or will be eligible for Medicaid managed care Husky A benefits.

For purposes of this Settlement Agreement, the parties agree that these definitions are the sole definitions of the plaintiff class and the plaintiff subclass.

### **IV. Scope of Litigation/Settlement Agreement**

9. The parties agree that this lawsuit concerns the ability of plaintiffs and the members of the certified class and certified subclass to access dental services that are covered benefits in Connecticut's HUSKY Medicaid managed care waiver program. The parties intend to conclude the issues raised in the lawsuit by this Settlement Agreement. The parties agree that there are a number of other issues related to the provision of medical assistance for the cost of covered dental services that are outside the scope of this litigation, which other issues are not the subject of this litigation and are not concluded by this Settlement Agreement. Examples of issues that are not addressed in this litigation/Settlement Agreement include the ability of the Department to adopt definitions of medical necessity/utilization review procedures, the ability of the Department to adopt amount, scope, or duration limitations on covered dental services, and the ability of the Department to entirely withdraw coverage of dental services for adults as a covered medical assistance benefit.

#### **V. Term of Settlement Agreement**

10. This Settlement Agreement is binding upon the parties. The term of the Settlement Agreement is defined as beginning on the date that the Settlement Agreement is finally approved by the Court, after approval of the Connecticut Legislature pursuant to Conn. Gen. Stat. § 3-125a, and after the Court holds a fairness hearing pursuant to Rule 23 (e) of the Federal Rules of Civil Procedure. The term of the Settlement Agreement shall end four years after the date of its commencement, and will be of no effect after that date.

11. This settlement agreement conclusively resolves all claims that were asserted, or could have been asserted, that are related to claims or defenses regarding the subject matter of the litigation, by the parties during the term of the Settlement Agreement. The parties retain the right to assert whatever claims and defenses they may have under state and federal law after the

expiration of the terms of the Settlement Agreement with respect to any claim concerning the adequacy of the defendant's implementation of any of the requirements of federal law related to the provision of dental services as a covered benefit under the Connecticut Medicaid program. In any dispute that arises after the expiration of the term of this Settlement Agreement, the provisions of the Settlement Agreement may not be looked to for guidance as to the meaning of any requirements of federal or state Medicaid law.

#### **VI. Limited Applicability as to Adults Enrolled in HUSKY Managed Care**

12. The parties acknowledge that dental services are "optional" services which are covered for adults at state option under the terms of the federal Medicaid Act, and that the federal Medicaid EPSDT statutory provisions do not apply to adults. The parties further acknowledge that dental services are required services that must be covered as "medical assistance" benefits for eligible children as a result of federal EPSDT Medicaid statutory requirements. To the extent the Department continues to provide optional dental services to adults, the parties further acknowledge that the only provisions of this Settlement Agreement that impose obligations on the defendant with respect to adults who are class members because they are or will be eligible to participate in the HUSKY Medicaid managed care program are Paragraphs 13 and 14. In all other respects, the terms of this Settlement Agreement shall be construed as imposing obligations on the defendant only with respect to the coverage of dental services for children who are members of the plaintiff subclass.

#### **VII. Carve Out of Dental Care**

13. The Department agrees to "carve" dental services out of Medicaid managed care and to administer coverage of the dental services benefits directly, with the assistance of a single contracted Administrative Services Organization (ASO"), no later than July 1, 2008. The ASO

will be solely responsible for assisting the Department for all administrative purposes related to the provision of dental services for HUSKY A members (who will continue to receive other medical services through managed care), including developing policy and regulations, setting provider credentialing requirements, setting billing requirements, setting utilization review requirements, conducting prior authorization and other utilization reviews, and conducting audits of provider compliance. Upon the Department's assumption of the administration of dental coverage, the MCOs will not be responsible for providing covered dental services for their assigned members under HUSKY A managed care. The Department will be directly responsible for administering the dental services benefit, including reimbursing participating providers for providing covered dental services to class members, acting on its own behalf, or with the assistance of an ASO or other contracted fiscal agents. The cost of providing dental services as a Medicaid benefit will be an obligation of the Department. The ASO shall not be "at risk".

### **VIII. Fee Schedules**

14. The Department agrees that effective July 1, 2008, after carve out, it will directly reimburse participating providers for providing covered dental services to class members and child subclass members at levels that are at least equal to the fee schedule that is attached hereto as Exhibit A. Exhibit A is the fee schedule that will apply to child subclass members. As indicated on that schedule, dental services for adults will be reimbursed at 52 % of the fee for children. The Department further agrees that it will ensure that enrolled providers of dental services are reimbursed no less than the fees set forth in Exhibit A for services provided to enrolled members on or after July 1, 2008 whether or not the Department fully complies with its obligation under Paragraph 13 to "carve out" dental services from managed care, effective July 1, 2008. In the event that the Department, in its discretion, elects to increase the fees for child

dental services higher than the fees listed in Exhibit A, it is under no obligation to continue to reimburse dental services for adults at 52% of the new, higher child fee schedule.

15. Paragraph 14 shall not be construed as preventing the Department, in its discretion, from reimbursing selected providers, who were previously paid at higher levels by the MCOs, at levels that are higher than the levels that are set in the attached Exhibit A fee schedules.

16. The establishment of minimum fee levels for identified procedures in accordance with Paragraph 14 shall not be construed as limiting the discretion of the Department to limit the amount, scope, or duration of covered dental services for adult class members or as limiting the discretion of the Department under federal law to entirely eliminate coverage of optional dental services for adults.

17. Beginning in the state fiscal year that first commences after the Court's approval of this Settlement Agreement but no sooner than the state fiscal year that begins July 1, 2008, the Department agrees that it will expend at least \$20 million dollars more per year in additional expenditures for the coverage of dental services to covered children in comparison to the amount that was expended for that purpose in the state fiscal year that commenced on July 1, 2006. In the event that the Department's total expenditures for dental services to children do not meet the requirements of this Paragraph in any state fiscal year covered by the term of this Settlement Agreement, the Department agrees to develop a plan, with input from plaintiffs' counsel, for the expenditure of the unspent funds on measures to improve access to oral health care.

#### **IX. Provider Recruitment**

18. The Department, with the assistance of its contracted ASO, shall engage in an aggressive program of provider recruitment that is designed to encourage dentists, dental hygienists, and clinics and hospitals that provide dental services, to participate in the Medicaid

program as participating providers. The Department will endeavor to enlist the cooperation and support of the Connecticut Dental Association, the Connecticut Society of Pediatric Dentists, the Connecticut Dental Hygienists Association, the Connecticut Oral Health Initiative, the Connecticut Primary Care Association, the Connecticut Association of School-Based Health Clinics, and the Yale University/Yale New Haven Hospital and University of Connecticut Dental Schools' graduating classes and/or dental residency programs, in its provider recruitment efforts. Provider recruitment shall be conducted in a variety of formats, including direct mailing of informational material to licensed dentists and the holding of informational seminars at various locations throughout the state where information is verbally presented to interested dentists on the advantages of participating in the program. At least once annually, the Department will request that each of the organizations allow the Department or its representatives time on their meeting agendas to inform providers about participation in the HUSKY A Medicaid program and about the coverage of dental care services under EPSDT. The defendant or his designee will begin these outreach activities within one month from the entry of the Court's provisional approval of the Agreement. Defendant or his designee will work with the Dental Advisory Committee and the other entities described in Paragraph 35 to identify ongoing methods for increasing dentists' participation in the Medicaid EPSDT/HUSKY A program.

19. Effective July 1, 2008, the Department's panel of participating dental providers will be open to all willing and qualified providers who agree to participate in the program and to accept the Medicaid payment paid by the Department as payment in full for covered dental services provided to class members and sub-class members. The "open panel" provisions of this paragraph shall not be construed as (1) limiting the discretion of the Department to set credentialing requirements defining which dental providers are qualified to participate, (2)

preventing the Department from requiring interested providers to sign the required provider agreement, or (3) from refusing to execute a provider agreement with particular providers if the Department determines that it is not in the best interest of the program to allow the provider to participate for reasons that include, but are not limited to, program integrity concerns.

#### **X. Notice of the Availability of EPSDT Dental Services**

20. Effective July 1, 2008, the Department shall amend the notice that it currently provides to HUSKY A eligible families when they are determined eligible for assistance, or shall develop a new notice, which shall inform HUSKY A families of the availability and of the importance of EPSDT dental services, including the recommended periodicity schedule for eligible children to receive preventive and diagnostic EPSDT screening dental services and of the availability of coverage for any necessary dental treatment services. The notice shall inform HUSKY A families: (1) how to obtain the identity of dental providers who participate in the program; (2) of the availability of assistance in scheduling dental appointments and in obtaining medical transportation, and shall state how scheduling and transportation assistance can be obtained; and (3) of the availability of case management services, and shall state how case management services can be obtained. The Department shall consult with counsel for plaintiffs in developing the terms of said notice, and shall accept the recommendations of counsel for plaintiffs as to the content of the notice if they are determined to be reasonable by the Department.

21. The notice(s) referenced in Paragraph 20 shall be mailed by the Department to the supervising adult member of the HUSKY A family when the family is initially determined eligible for assistance and periodically thereafter whenever the family is redetermined eligible for HUSKY A Medicaid assistance.

22. In addition to providing written notices, the Department, through its contracted ASO, will provide for the provision of oral notice to HUSKY families concerning the importance and availability of EPSDT dental services to the extent the provision of oral notice is determined to be reasonable by the Department.

#### **XI. Reminder Notices**

23. Effective September 1, 2008, the Department or the ASO acting on behalf of the Department shall electronically monitor the receipt of dental services by child members of the plaintiff subclass based upon the submission (or lack of submission) of claims for reimbursement by participating providers, and shall cause a reminder notice to be automatically issued to the family if the child subclass member does not receive covered dental services within the recommended EPSDT periodicity schedule. The reminder notice shall inform the HUSKY A adult supervisory relative that a child in the family (specifically named) is overdue for dental services, that the periodic receipt of dental services is important for the child's health and development, and that scheduling and transportation assistance is available from the Department or its contractors at provided phone numbers. The Department shall consult with counsel for plaintiffs on the development of the text of the required reminder notices, and shall accept the recommendations of counsel for plaintiffs as to the content of the notice if they are determined to be reasonable by the Department.

#### **XII. Provision of Scheduling Assistance**

24. Effective July 1, 2008, with the "carve out" of dental services from HUSKY A managed care, the Department, acting by and through its contracted ASO, shall provide "scheduling assistance" to any HUSKY A family who requests assistance in obtaining an appointment for dental services for a child subclass member.

25. The Department shall develop protocols which shall guide member services staff employed by the ASO in asking the family if it wishes to be provided a listing of participating dental providers so the family can make its own dental appointment directly with participating dental providers, or if it wishes the member services staff to actually make an appointment for the child with a participating provider.

26. The Department shall ensure that a HUSKY A family that requests the Department, through its ASO, to schedule a dental appointment for a HUSKY A child actually receives an appointment with a participating dental provider. The appointment will generally be scheduled on a date that is no more than two business days after the request for scheduling assistance in the case of urgent care, and not more than eight weeks in the case of requests for assistance in scheduling non-emergency dental care. The HUSKY A family will generally be notified within ten days that an appointment has been scheduled. Appointments with primary care dentists/general dentists shall generally be scheduled with a participating provider who is located within a twenty (20) mile radius. The 20 mile radius for purposes of this provision shall be measured from the town line of the HUSKY A family to the town line of the participating dental provider. In cases where the HUSKY A family has no working phone, notice will be given via mail. If DSS has taken the steps noted above, DSS will not be determined to be out of compliance with its obligations under this paragraph in cases where the HUSKY A family is unreasonably restrictive as to the child's availability for an appointment, unreasonably fails to accept an offered appointment, has a history of repeatedly missing appointment making scheduling a new appointment difficult, or does not receive services as a result of the child's failure to attend a scheduled appointment. In accordance with Paragraph 46, DSS' compliance

with this and with all other paragraphs shall be determined by reference to the substantial compliance standard with respect to the class and to the subclass as a whole.

27. In cases where a HUSKY A family member, in the opinion of the Department, has a history of skipping or being late for dental appointments, Paragraph 24 shall not be construed as limiting the discretion of the Department in selecting the identity of the participating provider when scheduling assistance is requested. Specifically, the Department may limit the provision of scheduling assistance to making appointments with any FQHC or other participating provider who agrees to schedule appointments in blocks of time for a number of individuals, not all of whom are reasonably expected to appear as scheduled.

28. The Department will propose a regulation, through the Uniform Administrative Procedures Act (“UAPA”), that makes the failure of the Department, acting through its ASO, to assist a HUSKY family, upon request, in obtaining an appointment for a HUSKY child with a participating dental provider a “denial” of assistance that is appealable through the Department’s fair hearing process. Pending the adoption of a formal regulation pursuant to the UAPA, the Department agrees to operate under its proposed regulation, giving it the force of law pursuant to Conn. Gen. Stat. § 17b-10. The parties agree that nothing contained herein shall limit the authority of the Attorney General or the Legislative Regulations Review Committee to comply with their statutory authority with respect to reviewing the proposed regulation.

### **XIII. Provision of Transportation Assistance**

29. Upon request and in accordance with the Department’s current policies and procedures, including the limitations contained in current policy, the Department shall provide medical transportation to HUSKY A families who request medical transportation for dental care to be provided in order for a HUSKY child to receive covered dental services. As provided

under current policy, HUSKY families will be entitled to request administrative fair hearings if they are aggrieved by the Department's denial of a request for medical transportation for dental care.

#### **XIV. EPSDT Dental Case Management**

30. The Department shall cover EPSDT dental case management services as a covered service for HUSKY A children when a HUSKY A child has a complicated dental condition and another co-morbid condition such that the provision of dental services needs to be coordinated with either the provision of other specialty dental services or the provision of medical services. In order to be covered, the need for EPSDT dental case management services must be identified by a dentist in conducting a dental examination. Coverage of EPSDT dental case management services is subject to prior authorization by the Department, or the ASO acting on behalf of the Department, of the medical necessity of such services. In requesting prior authorization to provide covered EPSDT case management services, the participating dentist must describe the child's dental condition, must describe the child's co-morbid condition(s), and must describe why it is necessary to coordinate the provision of dental services with the other services that are required by the child. The need for routine EPSDT services, such as appointment and transportation assistance, is not sufficient to justify EPSDT case management services. Furthermore, a referral to a specialty dental or other medical provider, such as an orthodontist, is insufficient to justify the provision of EPSDT dental case management services unless the dentist's provision of dental services must be closely coordinated on an ongoing basis with the other dental or medical services that are necessary to be provided for the child. By requesting authorization to provide EPSDT dental case management services, the participating dentist undertakes to provide such services on behalf of the child, and to document the extent of care

coordination services that are provided in the child's dental records. Case management requires coordination of care with a specialty dentist or with a physician. Dentists will be reimbursed for authorized EPSDT case management services based on a fixed per member per month fee to be set by the Department. Any prior authorization period shall be limited to not more than six months, after which time the participating provider must file a renewed prior authorization request demonstrating the need for ongoing EPSDT dental case management services. Any denial of a request for authorization to provide EPSDT dental case management services shall be appealable through the Department's fair hearing process. Notice of the availability of dental case management services, how to obtain prior authorization for those services, and the fee provided for those services, will be included in appropriate Policy Transmittals, periodic updates, and other communications provided to dental providers concerning EPSDT Medicaid dental services.

#### **XV. FQHC Expansion**

31. The parties acknowledge that the Department has assisted in the provision of state bond and private demutualization grant funds that have enabled the Federally Qualified Health Centers ("FQHCs") to open at least one new, stand alone dental clinic, to substantially increase the space allotted for the provision of dental services at their existing (expanded) locations, and to replace or to install over 100 dental chairs and related equipment.

32. The parties further acknowledge that FQHCs will not be limited in their reimbursements to the fee schedules referenced in Paragraph 14, but that the FQHCs are entitled to receive full Medicaid dental encounter rate reimbursement from the Department of Social Services, in accordance with the requirements of federal law.

33. The parties acknowledge that the bond funds and the demutualization grants have significantly increased the capacity of the FQHCs to provide dental services to individuals that include members of the plaintiff class and the plaintiff subclass.

**XVI. Establishment of Dental Policy Advisory Committee**

34. The Department shall re-establish its Dental Policy Advisory Committee (DPAC) to provide input, guidance, and recommendations to the Department of Social Services regarding additional measures that may be helpful in eliminating barriers to access to dental care, and on the development of an outreach and education program to HUSKY recipients emphasizing the importance of prevention and patient compliance with scheduling and treatment recommendations.

35. The DPAC will be chaired by a representative of the Department of Social Services. The Committee will include representatives from the Connecticut State Dental Association, the Pediatric, Endodontic, Periodontic, Orthodontic, Oral Surgical, and the Prosthodontic Dental Associations, the Association of Dental Hygienists, the UCONN School of Dental Medicine, the Connecticut Oral Health Initiative, the Connecticut Health Foundation, the Connecticut Primary Care Association, the Connecticut Hospital Association, the Office of Policy and Management, the Department of Public Health, counsel for plaintiffs, and the Department of Social Services. DSS will convene full meetings of the DPAC on a quarterly basis. The responsibility of DSS is limited to inviting representatives of the foregoing organizations to attend the DPAC meetings. DSS is not responsible for ensuring the participation of a representative from each organization. The role of the DPAC shall be advisory only. The Department is not required to implement any of its recommendations as a result of this Settlement Agreement.

## **XVII. Client Outreach Education Program**

36. With the advice of its Dental Policy Advisory Committee, the Department shall develop and implement a program of client education for families enrolled in the HUSKY managed care program concerning the importance of obtaining regular, routine dental exams at periodic intervals, keeping scheduled appointments on time, following the treatment recommendations of the dental practitioner, and engaging in appropriate office waiting room behavior. The program may include such a combination of written, oral, radio, and television public service material as the Department deems appropriate.

## **XVIII. Implementation of ABC Program**

37. The Department agrees to implement its "ABC Program" whereby pediatricians and other primary care providers who have participated in required training can be reimbursed under Departmental policy, for providing oral health services to young HUSKY children, under age three. Elements of the program qualifying for reimbursement include an oral examination, the application of topical fluoride, and education of the supervisory adult of the importance of the child receiving dental care from a dentist before age three.

## **XIX. Amendment of Departmental Dental and Clinic Policies**

38. The Department agrees to take such diligent good faith efforts that are in its control to amend its policies and regulations applicable to Medicaid coverage of dental services by FQHCs by allowing the FQHCs to enter into provider agreements, and to claim reimbursement in their own names, without requiring the performing dentist or hygienist to also be enrolled in the Medicaid program as a participating provider.

39. This article shall not limit the ability of the Department to require the performing dentist or hygienist from first passing credentialing requirements or from requiring the FQHC to disclose the identity of the non-participating, performing provider on its claim submission. Any FQHC that enters into a provider agreement in its own name must agree to be fully responsible to the Department for all services that are provided on its behalf by a non-enrolled dentist or hygienist, with the FQHC being responsible for audit, record retention and disclosure, and the repayment of over-payment requirements.

#### **XX. SFY' 08 Expenditures for Program Expansion**

40. The Department agrees to expend \$5 million dollars in SFY'08, by making grants, as set forth below, for purposes of promoting access to care in this state fiscal year, prior to the implementation of increased rates of reimbursement on July 1, 2008. The agreed grant expenditures are one-time in SFY'08 and are understood to be non-recurring in future years.

a. **Non-FQHC Safety Net** – The Department will provide grant support to non-FQHC safety net facilities to help them with operating expenses and/or infrastructure or capital improvements. The total amount targeted for this initiative is \$4.5 million.

b. **Provider Outreach** – The Department will sponsor an information and public relations campaign of regional meetings with community providers to raise awareness about the reforms enacted as part of this Settlement and to increase provider enrollment. The amount for this project is \$250,000.

c. **E-Dental Health** -- The Department will provide grants to Medicaid enrolled safety net providers to support purchase of hardware and software to enhance the automation of dental treatment records and billing. The total for this initiative is \$150,000.

d. **Connecticut State Dental Association's "Increasing Access to Dental Care" Service Project.** - The Department shall co-sponsor the "Increasing Access to Dental Care" service project sponsored by the CT State Dental Association (CSDA). The Department will invest up to \$100,000 to support this project.

#### **XXI. Performance Reporting and Monitoring**

41. The Department shall report in writing, the information listed below on the HUSKY A dental program to counsel for plaintiffs and to the members of the Dental Policy Advisory Committee referenced in Paragraph 35. The term "reporting period" for the purposes of this Paragraph shall refer to each succeeding annual twelve month period, or to the six month semi-annual period, calculated by reference to the carve out of dental services on July 1, 2008. The term "timely filing period" means the period of time allowed under Department of Social Services policy for the participating provider to submit a claim for reimbursement for services provided to HUSKY A families.

**A. Semi-Annual Reports**

The following written report will cover the reporting periods of July through December and January through June of each year, and shall be produced with a time lag equal to the timely filing period plus two months.

1. Total expenditures in the HUSKY A dental program in the reporting period broken down for children and adults;
2. for each billing provider, total payments made and related billed amounts;
3. number of children treated and encounters for HUSKY children for any preventive and treatment services as defined by CMS in its Medicaid 416 instructions for Lines 12a, b, c;
4. the unduplicated number of children enrolled at any time during the reporting period;
5. the amount billed by and paid to each billing provider for services provided to HUSKY children;
6. the unduplicated number of dentists who were enrolled as billing providers any time in the six month period;
7. by month, the distribution of billing providers by numbers of unduplicated children treated, numbers of dental visits provided, and amount of payments. Number of enrolled providers who did not bill for any services. Primary sort

will be type of provider (safety-net and non-safety net). Secondary sort will be amount paid in descending order;

8. Provider Turnover Report with the following data elements: unduplicated number of enrolled performing providers as of the beginning of the reporting period, number of performing providers enrolled during the reporting period, number of performing providers disenrolled during the reporting period number of enrolled performing providers on the last day of the six month reporting period;

9. the dental participation level for HUSKY A children as determined by DSS employing CMS EPSDT reporting methodology for any visit, prevention visit, and treatment visit (CMS Form 416 Lines 12a, b, c);

10. the number of HUSKY A children who were sent overdue reminder notices in the reporting period;

11. the number of requests for scheduling assistance for HUSKY A children in the reporting period and whether the request was for a) a list of participating providers, or b) assistance in obtaining an appointment;

12. the number of appointments scheduled for HUSKY A children where assistance was requested in the form of assistance in obtaining an appointment; and;

13. the number of HUSKY A children who were authorized to receive dental case management services.

#### **B. Annual Reports**

The following written reports will be produced annually. Annual reports shall be produced annually covering the reporting period of the previous state fiscal year, and shall be produced with a time lag equal to the timely filing period plus three months.

1) The unduplicated number of children enrolled during the reporting period;

2) the number of children continuously enrolled during the reporting period (as defined by HEDIS as children enrolled for 12 months with no more than a 45 day gap in coverage and having coverage on the last day of the year);

3) the unduplicated number of children enrolled during the reporting period who obtained one or more dental visits;

- 4) the number of children continuously enrolled (as defined by HEDIS) during the reporting period who obtained one or more dental visits;
- 5) the total number of visits for the unduplicated number of children enrolled at any time during the reporting period; and
- 6) the total number of visits for the continuously enrolled children during the reporting period;
- 7) the aggregate number of procedures covered for enrolled HUSKY children in the reporting period.

42. The Department will, biannually, in the State fiscal years that commence in July, 2009, and in July, 2011, produce a "Mystery Shopper" study, using a scientifically valid instrument and sampling numbers and techniques, to determine the availability of dental appointments to the plaintiff class.

43. The Department will, biannually, in the State fiscal years commencing in July, 2009, and in July, 2011, survey a statistically valid number of the families of the plaintiff class to determine whether they have sought, but been unable to obtain, EPSDT dental services in the defendant's EPSDT program.

44. Upon request, the Department will meet quarterly with counsel for plaintiffs to discuss the status of its implementation of any of its undertakings specified in this Settlement Agreement. DSS will provide additional reasonable information to plaintiffs within two months of their request.

## **XXII. Binding Effect**

45. The counsel of record signing this Settlement Agreement represent that they have the authority to enter into it on behalf of their respective clients including, but not limited to, the certified class and subclass, and that this Settlement Agreement shall be binding upon, and inure to the benefit of, all parties to this Settlement Agreement and to their successors.

### **XXIII. Enforcement**

46. During the term of this Settlement Agreement, plaintiffs may bring a motion before the Court seeking enforcement or contempt only if the defendant fails to substantially comply with the terms of this Settlement Agreement. Substantial compliance shall be determined by reference to the adequacy of the defendant's efforts to implement the requirements of this Settlement Agreement with respect to the class, and to the subclass, as a whole, and not solely by reference to the individual circumstances of any one individual plaintiff or class or subclass member.

47. Prior to bringing an action for enforcement, plaintiffs shall provide at least seventy-five (75) days advance written notice of the facts and circumstances that allegedly warrant the filing of a motion seeking enforcement or contempt against the Defendant Commissioner of Social Services. The parties agree to meet informally in an effort to resolve any dispute as to the adequacy of implementation before a motion for enforcement or contempt is filed.

### **XXIV. Attorneys' Fees and Costs**

48. The defendant shall pay the sum of Three Hundred Thousand (\$300,000.00) Dollars representing payment in full for all attorneys' fees (\$190,000.00) and costs (\$110,000.00) payable through the date of final court approval of this Settlement Agreement. Plaintiffs' counsel shall certify how the amount of Three Hundred Thousand (\$300,000.00) Dollars shall be apportioned between counsel for the plaintiffs, and the defendant may rely upon such certification in paying the fees and costs agreed to herein.

49. Except as provided in the following paragraph, plaintiffs shall not be entitled to payment of any additional attorneys' fees or costs for activities related to monitoring the defendant's implementation of this Settlement Agreement.

50. Plaintiffs may be awarded additional attorneys fees and costs by the Court, in its discretion, only if plaintiffs bring a motion seeking enforcement or contempt and the Court adjudicates the motion finding the defendant in contempt. Any such additional fees or costs shall be reasonable in amount, as determined by the Court, shall be limited to the time reasonably and necessarily spent in pursuing enforcement commencing on the date when the motion was filed with the Court and shall not include any time expended in providing the notice and meetings and preparation thereof as set forth in Paragraph 47.

#### **XXV. Jurisdiction**

51. The United States District Court shall retain jurisdiction of this settlement only with respect to the obligations of the Defendant under paragraphs 8, 10, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29, 30, 40, 41, and 46.

52. The United States District Court shall not have jurisdiction over any aspect of this agreement provided for in any other paragraph not specifically stated above. This Article shall not prevent the Court from reviewing any of the paragraphs of this Settlement Agreement for purposes of construing the defendant's obligations; however, any enforcement action in this Court may only be based upon an alleged violation of a paragraph listed in Paragraph 51 of this Settlement Agreement.

53. Disputes concerning eligibility for Medicaid benefits or services for any member of the plaintiff class or subclass that could be the subject of any administrative fair hearing process, are excluded from jurisdiction of the U.S. District Court and can not be the subject of any enforcement action of this Settlement Agreement.

54. The United States District Court shall not have jurisdiction to entertain any motions or requests for relief that are filed after the term of the agreement expires pursuant to Paragraph



\_\_\_\_\_  
Anne Louise Blanchard  
Connecticut Legal Services  
Fed. Bar No. CT08718

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kristen Noelle Hatcher  
Connecticut Legal Services  
Fed. Bar No. CT27002

\_\_\_\_\_  
Date

## MEDICAL ASSISTANCE POLICY FEE SCHEDULE

## DENTAL SERVICES

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PROC CODE	DESCRIPTION OF SERVICE	FEE
<b>DIAGNOSTIC</b>		
D0120	PERIODIC ORAL EVALUATION - ESTABLISHED PATIENT	35.00
D0140	LIMITED ORAL EVALUATION - PROBLEM FOCUSED	48.00
D0150	COMPREHENSIVE ORAL EVALUATION - NEW OR ESTABLISHED PATIENT	65.00
D0210	INTRAORAL-COMPLETE SERIES (INCLUDING BITEWINGS)	101.00
D0220	INTRAORAL-PERAPICAL-FIRST FILM	19.00
D0230	INTRAORAL-PERAPICAL-EACH ADDITIONAL FILM	17.00
D0240	INTRAORAL-OCCLUSAL FILM	19.00
D0272	BITEWINGS-TWO FILMS	32.00
D0310	SIALOGRAPHY	92.00
D0321	OTHER TEMPOROMANDIBULAR JOINT FILMS, BY REPORT	350.00
D0330	PANORAMIC FILM	87.00
<b>PREVENTIVE</b>		
D1110	PROPHYLAXIS-ADULT	64.00
D1120	PROPHYLAXIS-CHILD	46.00
D1203	TOPICAL APPLICATION OF FLUORIDE (PROPHYLAXIS NOT INCLUDED)-CHILD	29.00
D1204	TOPICAL APPLICATION OF FLUORIDE (PROPHYLAXIS NOT INCLUDED)-ADULT	28.00
D1351	SEALANT-PER TOOTH	40.00
D1510	SPACE MAINTAINER-FIXED UNILATERAL	215.00
D1515	SPACE MAINTAINER-FIXED BILATERAL	328.00
D1525	SPACE MAINTAINER-REMOVABLE BILATERAL	350.00
<b>RESTORATIVE</b>		
D2140	AMALGAM-ONE SURFACE, PRIMARY OR PERMANENT	95.00
D2150	AMALGAM-TWO SURFACES, PRIMARY OR PERMANENT	114.00
D2160	AMALGAM-THREE SURFACES, PRIMARY OR PERMANENT	145.00
D2161	AMALGAM-FOUR OR MORE SURFACES, PRIMARY OR PERMANENT	200.00
D2330	RESIN-ONE SURFACE, ANTERIOR	100.00
D2331	RESIN-TWO SURFACES, ANTERIOR	136.00
D2332	RESIN-THREE SURFACES, ANTERIOR	170.00
D2335	RESIN-FOUR OR MORE SURFACES OR INVOLVING INCISAL ANGLE (ANTERIOR)	210.00
D2391	RESIN-BASED COMPOSITE - ONE SURFACE, POSTERIOR	130.00
D2392	RESIN-BASED COMPOSITE - TWO SURFACES, POSTERIOR	160.00
D2393	RESIN-BASED COMPOSITE - THREE SURFACES, POSTERIOR	200.00
D2751	CROWN-PROCELAIN FUSED TO PREDOMINANTLY BASE METAL	585.00

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MEDICAL ASSISTANCE POLICY FEE SCHEDULE

DENTAL SERVICES

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PROC CODE	DESCRIPTION OF SERVICE	FEE
2791	CROWN-FULL CAST PREDOMINANTLY BASE METAL	805.00
2910	RECEMENT INLAY, ONLAY OR PARTIAL COVERAGE RESTORATION	26.00
2920	RECEMENT CROWN	42.00
2930	PREFABRICATED STAINLESS STEEL CROWN-PRIMARY TOOTH	230.00
2931	PREFABRICATED STAINLESS STEEL CROWN-PERMANENT TOOTH	239.00
2940	SEDATIVE FILLING	50.00
2950	CORE BUILD-UP, INCLUDING ANY PINS	124.00
2951	PIN RETENTION-PER TOOTH, IN ADDITION TO RESTORATION	35.00
2954	PREFABRICATED POST AND CORE IN ADDITION TO CROWN	230.00
2999	UNSPECIFIED RESTORATIVE PROCEDURE, BY REPORT	M.P.
<b>ENDODONTICS</b>		
3110	PULP CAP-DIRECT (EXCLUDING FINAL RESTORATION)	104.00
3220	THERAPEUTIC PULPOTOMY (EXCLUDING FINAL RESTORATION) REMOVAL OF PULP CORONAL TO THE DENTINOCEMENTAL JUNCTION AND APPLICATION OF MEDICAMENT	133.00
3310	ANTERIOR (EXCLUDING FINAL RESTORATION)	589.00
3320	BICUSPID (EXCLUDING FINAL RESTORATION)	758.00
3330	MOLAR (EXCLUDING FINAL RESTORATION)	875.00
3351	APEXIFICATION/RECALCIFICATION-INITIAL VISIT (APICAL CLOSURE/CALCIFIC REPAIR OF PERFORATIONS, ROOT RESORPTION, ETC.)	253.00
3410	APICOECTOMY/PERIRADICULAR SURGERY-ANTERIOR	400.00
3950	CANAL PREPARATION AND FITTING OF PREFORMED DOWEL OR POST	136.00
3999	UNSPECIFIED ENDODONTIC PROCEDURE, BY REPORT	M.P.
<b>PERIODONTICS</b>		
4210	GINGIVECTOMY OR GINGIVOPLASTY - FOUR OR MORE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	401.00
4211	GINGIVECTOMY OR GINGIVOPLASTY - ONE TO THREE CONTIGUOUS TEETH OR BOUNDED TEETH SPACES PER QUADRANT	105.00
<b>PROSTHODONTICS</b>		
5110	COMPLETE DENTURE - MAXILLARY	504.00
5120	COMPLETE DENTURE - MANDIBULAR	504.00
5211	UPPER PARTIAL-RESIN BASE (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	999.00
5212	LOWER PARTIAL-RESIN BASE (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	970.00
5213	MAXILLARY PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	1197.00

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MEDICAL ASSISTANCE POLICY FEE SCHEDULE

NATAL SERVICES  
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ROC	DESCRIPTION OF SERVICE	FEE
ODE		
5214	MANDIBULAR PARTIAL DENTURE - CAST METAL FRAMEWORK WITH RESIN DENTURE BASES (INCLUDING ANY CONVENTIONAL CLASPS, RESTS AND TEETH)	1176.00
5510	REPAIR BROKEN COMPLETE DENTURE BASE	184.00
5520	REPLACE MISSING OR BROKEN TEETH-COMLETE DENTURE (EACH TOOTH)	57.00
5610	REPAIR RESIN DENTURE BASE	150.00
5620	REPAIR CAST FRAMEWORK	62.00
5630	REPAIR OR REPLACE BROKEN CLASP	135.00
5640	REPLACE BROKEN TEETH-PER TOOTH	124.00
5650	ADD TOOTH TO EXISTING PARTIAL DENTURE	91.00
5660	ADD CLASP TO EXISTING PARTIAL DENTURE	120.00
5730	RELINE COMPLETE MAXILLARY DENTURE (CHAIRSIDE)	104.00
5740	RELINE LOWER COMPLETE MANDIBULAR DENTURE (CHAIRSIDE)	104.00
5741	RELINE MAXILLARY PARTIAL DENTURE (CHAIRSIDE)	104.00
5750	RELINE MANDIBULAR PARTIAL DENTURE (CHAIRSIDE)	104.00
5751	RELINE COMPLETE MAXILLARY DENTURE (LABORATORY)	188.00
5760	RELINE COMPLETE MANDIBULAR DENTURE (LABORATORY)	188.00
5761	RELINE MAXILLARY PARTIAL DENTURE (LABORATORY)	180.00
5899	RELINE MANDIBULAR PARTIAL DENTURE (LABORATORY)	180.00
5931	UNSPECIFIED REMOVABLE PROSTHODONTIC PROCEDURE, BY REPORT	M.P.
5932	OBTURATOR PROSTHESIS, SURGICAL	1078.00
6930	OBTURATOR PROSTHESIS, DEFINITIVE	2069.00
	RECEMENT BRIDGE	26.00
<b>ORAL SURGERY</b>		
7140	EXTRACTION, ERUPTED TOOTH OR EXPOSED ROOT (ELEVATION AND/OR FORCEPS REMOVAL)	115.00
7210	SURGICAL REMOVAL OF ERUPTED TOOTH REQUIRING ELEVATION OF MUCOPERIOSTEAL FLAP AND REMOVAL OF BONE AND/OR SECTION OF TOOTH	200.00
7220	REMOVAL OF IMPACTED TOOTH-SOFT TISSUE	228.00
7230	REMOVAL OF IMPACTED TOOTH-PARTIALLY BONY	288.00
7240	REMOVAL OF IMPACTED TOOTH-COMPLETELY BONY	375.00
7241	REMOVAL OF IMPACTED TOOTH-COMPLETELY BONY, WITH UNUSUAL SURGICAL COMPLICATIONS	419.00
7260	ORAL ANTRAL FISTULA CLOSURE	600.00
7270	TOOTH REIMPLANTATION AND/OR STABILIZATION OF ACCIDENTALLY EVULSED OR DISPLACED TOOTH	M.P.
7272	TOOTH TRANSPLANTATION (INCLUDES REIMPLANTATION FROM ONE SITE TO ANOTHER AND SPLITTING AND/OR STABILIZATION)	150.00
7280	SURGICAL ACCESS OF AN UNERUPTED TOOTH	352.00
7286	BIOPSY OF ORAL TISSUE - SOFT	131.00
7320	ALVEOLOPLASTY NOT IN CONJUNCTION WITH EXTRACTIONS - FOUR OR MORE TEETH OR TOOTH SPACES, PER QUADRANT	189.00

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ROC ODE	DESCRIPTION OF SERVICE	FEE
7410	EXCISION OF BENIGN LESION UP TO 1.25 CM	88.00
7411	EXCISION OF BENIGN LESION GREATER THAN 1.25 CM	225.00
7412	EXCISION OF BENIGN LESION, COMPLICATED	288.00
7413	EXCISION OF MALIGNANT LESION UP TO 1.25 CM	194.00
7414	EXCISION OF MALIGNANT LESION GREATER THAN 1.25 CM	259.00
7415	EXCISION OF MALIGNANT LESION, COMPLICATED	326.00
7440	EXCISION OF MALIGNANT TUMOR-LESION DIAMETER UP TO 1.25 CM	259.00
7441	EXCISION OF MALIGNANT TUMOR-LESION DIAMETER GREATER THAN 1.25 CM	325.00
7450	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR-LESION DIAMETER UP TO 1.25 CM	M.P.
7451	REMOVAL OF BENIGN ODONTOGENIC CYST OR TUMOR-LESION DIAMETER GREATER THAN 1.25 CM	M.P.
7460	REMOVAL OF BENIGN NONODONTOGENIC CYST OR TUMOR-LESION DIAMETER UP TO 1.25 CM	M.P.
7461	REMOVAL OF BENIGN NONODONTOGENIC CYST OR TUMOR-LESION DIAMETER GREATER THAN 1.25 CM	M.P.
7465	DESTRUCTION OF LESION(S) BY PHYSICAL OR CHEMICAL METHODS, BY REPORT	126.00
7471	REMOVAL OF LATERAL EXOSTOSIS (MAXILLA OR MANDIBLE)	99.00
7472	REMOVAL OF TORUS PALATINUS	497.00
7473	REMOVAL OF TORUS MANDIBULARIS	497.00
7485	SURGICAL REDUCTION OF OSSEOUS TUBEROSITY	169.00
7510	INCISION AND DRAINAGE OF ABSCESS-INTRAORAL SOFT TISSUE	69.00
7511	INCISION AND DRAINAGE OF ABSCESS - INTRAORAL SOFT TISSUE - COMPLICATED (INCLUDES DRAINAGE OF MULTIPLE FASCIAL SPACES)	94.00
7520	INCISION AND DRAINAGE OF ABSCESS-EXTRAORAL SOFT TISSUE	214.00
7521	INCISION AND DRAINAGE OF ABSCESS - EXTRAORAL SOFT TISSUE - COMPLICATED (INCLUDES DRAINAGE OF MULTIPLE FASCIAL SPACES)	95.00
7530	REMOVAL OF FOREIGN BODY FROM MUCOSA, SKIN, OR SUBCUTANEOUS ALVEOLAR TISSUE	41.00
7540	REMOVAL OF REACTION-PRODUCING FOREIGN BODIES-MUSCULOSKELETAL SYSTEM	62.00
7550	PARTIAL OSTECTOMY/SEQUESTRECTOMY FOR REMOVAL OF NON-VITAL BONE	99.00
7560	MAXILLARY SINUSOTOMY FOR REMOVAL OF TOOTH FRAGMENT OR FOREIGN BODY	676.00
7630	MANDIBLE-OPEN REDUCTION (TEETH IMMOBILIZED IF PRESENT)	675.00
7640	MANDIBLE-CLOSED REDUCTION (TEETH IMMOBILIZED IF PRESENT)	880.00
7670	ALVEOLUS - CLOSED REDUCTION, MAY INCLUDE STABILIZATION OF TEETH	206.02
7671	ALVEOLUS - OPEN REDUCTION, MAY INCLUDE STABILIZATION OF TEETH	416.00
7710	MAXILLA-OPEN REDUCTION	450.00
7720	MAXILLA-CLOSED REDUCTION	127.00
7730	MANDIBLE-OPEN REDUCTION	975.00
7740	MANDIBLE-CLOSED REDUCTION	675.00
7750	MALAR AND/OR ZYGOMATIC ARCH-OPEN REDUCTION	450.00
7760	MALAR AND/OR ZYGOMATIC ARCH-CLOSED REDUCTION	75.00
7780	FACIAL BONES-COMPLICATED REDUCTION WITH FIXATION AND MULTIPLE SURGICAL APPROACHES	975.00
7810	OPEN REDUCTION OF DISLOCATION	728.00

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PROC CODE	DESCRIPTION OF SERVICE	FEE
07820	CLOSED REDUCTION OF DISLOCATION	75.00
07840	CONDYLECTOMY	1125.00
07865	ARTHROPLASTY	123.00
07910	SUTURE OF RECENT SMALL WOUNDS UP TO 5 CM	138.00
07911	COMPLICATED SUTURE-UP TO 5 CM	389.00
07912	COMPLICATED SUTURE-GREATER THAN 5 CM	104.00
07940	OSTEOPLASTY-FOR ORTHOGNATHIC DEFORMITIES	1330.00
07941	OSTEOTOMY - MANDIBULAR RAMI	1330.00
07943	OSTEOTOMY - MANDIBULAR RAMI WITH BONE GRAFT; INCLUDES OBTAINING THE GRAFT	1330.00
07944	OSTEOTOMY-SEGMENTED OR SUBAPICAL	1330.00
07945	OSTEOTOMY-BODY OF MANDIBLE	1200.00
07946	LEFT I (MAXILLA-TOTAL)	1389.00
07947	LEFT I (MAXILLA-SEGMENTED)	1389.00
07948	LEFT II OR LEFT III (OSTEOPLASTY OF FACIAL BONES FOR MIDFACE HYPOPLASIA OR RETRUSION)-WITHOUT BONE GRAFT	1389.00
07949	LEFT II OR LEFT III-WITH BONE GRAFT	1389.00
07960	FRENULECTOMY (FRENECTOMY OR FRENOTOMY)-SEPARATE PROCEDURE	266.00
07970	EXCISION OF HYPERPLASTIC TISSUE-PER ARCH	149.00
07971	EXCISION OF PERICORONAL GINGIVA	284.00
07972	SURGICAL REDUCTION OF FIBROUS TUBEROSITY	127.00
07980	SIALOLITHOTOMY	311.00
07983	CLOSURE OF SALIVARY FISTULA	600.00
07990	EMERGENCY TRACHEOTOMY	421.00
07997	APPLIANCE REMOVAL (NOT BY DENTIST WHO PLACED APPLIANCE), INCLUDES REMOVAL OF ARCHBAR	600.00
07999	UNSPECIFIED ORAL SURGERY PROCEDURE, BY REPORT	M.P.
00470	<b>ORTHODONTICS</b>	
08080	DIAGNOSTIC CASTS	98.00
08660	COMPREHENSIVE ORTHODONTIC TREATMENT OF THE ADOLESCENT DENTITION	596.23
08670	PRE-ORTHODONTIC VISIT	34.32
08692	PERIODIC ORTHODONTIC TREATMENT VISIT (AS PART OF CONTRACT)	93.80
08999	REPLACEMENT OF LOST OR BROKEN RETAINER	101.03
	UNSPECIFIED ORTHODONTIC PROCEDURE, BY REPORT	197.08
	<b>ADJUNCTIVE SERVICES</b>	
09110	PALLIATIVE (EMERGENCY) TREATMENT OF DENTAL PAIN-MINOR PROCEDURES	90.00
09220	DEEP SEDATION/GENERAL ANESTHESIA-FIRST 30 MINUTES	255.00
09221	DEEP SEDATION/GENERAL ANESTHESIA-EACH ADDITIONAL 15 MINUTES	123.00

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ROC	DESCRIPTION OF SERVICE	FEE
ODE	HOUSE/EXTENDED CARE FACILITY CALL	23.00
9410	BEHAVIOR MANAGEMENT, BY REPORT	M.P.
9920	OCCLUSAL GUARDS, BY REPORT	342.00
9940	UNSPECIFIED ADJUNCTIVE PROCEDURE, BY REPORT	M.P.
9999		

**FEDERALLY QUALIFIED HEALTH CENTER**

1015	CLINIC VISIT/ENCOUNTER, ALL-INCLUSIVE	PSR
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**SURGICAL**

2011	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 2.5 CM OR LESS	45.01
2013	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 2.6 CM TO 5.0 CM	65.23
2014	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 5.1 CM TO 7.5 CM	65.23
2015	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 7.6 CM TO 12.5 CM	65.23
2016	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 12.6 CM TO 20.0 CM	65.23
2017	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 20.1 CM TO 30.0 CM	65.23
2018	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; OVER 30.0 CM	65.23
2031	LAYER CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES (EXCLUDING HANDS AND FEET); 2.5 CM OR LESS	104.38
2032	LAYER CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES (EXCLUDING HANDS AND FEET); 2.6 CM TO 7.5 CM	130.01
2041	LAYER CLOSURE OF WOUNDS OF NECK, HANDS, FEET AND/OR EXTERNAL GENITALIA; 2.5 CM OR LESS	104.38
2042	LAYER CLOSURE OF WOUNDS OF NECK, HANDS, FEET AND/OR EXTERNAL GENITALIA; 2.6 CM TO 7.5 CM	130.01
2051	LAYER CLOSURE OF WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 2.5 CM OR LESS	104.38
2052	LAYER CLOSURE OF WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 2.6 CM TO 5.0 CM	104.38
2053	LAYER CLOSURE OF WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 5.1 CM TO 7.5 CM	130.01
2054	LAYER CLOSURE OF WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 7.6 CM TO 12.5 CM	104.38

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PROC CODE	DESCRIPTION OF SERVICE	FEE
14040	ADJACENT TISSUE TRANSFER OR REARRANGEMENT, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, GENITALIA, HANDS AND/OR FEET; DEFECT 10 SQ CM OR LESS	521.92
14041	ADJACENT TISSUE TRANSFER OR REARRANGEMENT, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, GENITALIA, HANDS AND/OR FEET; DEFECT 10.1 SQ CM TO 30.0 SQ CM	750.26
14060	ADJACENT TISSUE TRANSFER OR REARRANGEMENT, EYELIDS, NOSE, EARS AND/OR LIPS; DEFECT 10 SQ CM OR LESS	728.05
14061	ADJACENT TISSUE TRANSFER OR REARRANGEMENT, EYELIDS, NOSE, EARS AND/OR LIPS; DEFECT 10.1 SQ CM TO 30.0 SQ CM	900.31
14300	ADJACENT TISSUE TRANSFER OR REARRANGEMENT, MORE THAN 30 SQ CM, UNUSUAL OR COMPLICATED, ANY AREA	1043.84
15000	SURGICAL PREPARATION OR CREATION OF RECIPIENT SITE 77 EXCISION OF OPEN WOUNDS, BURN ESCHAR, OR SCAR (INCLUDING SUBCUTANEOUS TISSUES), OR INCISIONAL RELEASE OF SCAR CONTRACTURE; FIRST 100 SQ CM OR 0	600.21
15120	SPLIT-THICKNESS AUTOGRAFT, FACE, SCALP, EYELIDS, MOUTH, NECK, EARS, ORBITS, GENITALIA, HANDS, FEET, AND/OR MULTIPLE DIGITS; FIRST 100 SQ CM OR LESS, OR ONE PERCENT OF BODY AREA OF INFANTS AND CHIL	570.14
15121	SPLIT GRAFT, FACE, SCALP, EYELIDS, MOUTH, NECK, EARS, ORBITS, GENITALIA, HANDS, FEET AND/OR MULTIPLE DIGITS; EACH ADDITIONAL 100 SQ CM, OR EACH ADDITIONAL ONE PERCENT OF BODY AREA OF INFANTS AND CHIL	105.05
15240	FULL THICKNESS GRAFT, FREE, INCLUDING DIRECT CLOSURE OF DONOR SITE, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, GENITALIA, HANDS, AND/OR FEET; 20 SQ CM OR LESS	624.04
15241	FULL THICKNESS GRAFT, FREE, INCLUDING DIRECT CLOSURE OF DONOR SITE, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, GENITALIA, HANDS, AND/OR FEET; EACH ADDITIONAL 20 SQ CM (LIST SEPARATELY IN	105.05
15260	FULL THICKNESS GRAFT, FREE, INCLUDING DIRECT CLOSURE OF DONOR SITE, NOSE, EARS, EYELIDS, AND/OR LIPS; 20 SQ CM OR LESS	750.26
15261	FULL THICKNESS GRAFT, FREE, INCLUDING DIRECT CLOSURE OF DONOR SITE, NOSE, EARS, EYELIDS, AND/OR LIPS; EACH ADDITIONAL 20 SQ CM (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	105.05
15574	FORMATION OF DIRECT OR TUBED PEDICLE, WITH OR WITHOUT TRANSFER; FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, GENITALIA, HANDS OR FEET	416.03
15576	FORMATION OF DIRECT OR TUBED PEDICLE, WITH OR WITHOUT TRANSFER; EYELIDS, NOSE, EARS, LIPS, OR INTRAORAL	431.08
15620	DELAY OF FLAP OR SECTIONING OF FLAP (DIVISION AND INSET); AT FOREHEAD, CHEEKS, CHIN, NECK, AXILLAE, GENITALIA, HANDS, OR FEET	247.59
15732	MUSCLE, MYOCUTANEOUS, OR FASCIOCUTANEOUS FLAP; HEAD AND NECK (EG, TEMPORALIS, MASSETER MUSCLE, STERNOCLIDOMASTOID, LEVATOR SCAPULAE)	897.07
15840	GRAFT FOR FACIAL NERVE PARALYSIS; FREE FASCIA GRAFT (INCLUDING OBTAINING FASCIA)	1182.04
10000	INCISION OF SOFT TISSUE ABSCESS (EG, SECONDARY TO OSTEOMYELITIS); SUPERFICIAL	30.01
10005	INCISION OF SOFT TISSUE ABSCESS (EG, SECONDARY TO OSTEOMYELITIS); DEEP OR COMPLICATED	75.03

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## MEDICAL ASSISTANCE POLICY FEE SCHEDULE

## DENTAL SERVICES

THIS FEE SCHEDULE LISTS THE FEES FOR A CLIENT UNDER THE AGE OF 21.  
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ROC	DESCRIPTION OF SERVICE	FEE
ODE 0670	REMOVAL OF IMPLANT; SUPERFICIAL, (EG, BURIED WIRE, PIN OR ROD) (SEPARATE PROCEDURE)	194.74
0680	REMOVAL OF IMPLANT; DEEP (EG, BURIED WIRE, PIN, SCREW, METAL BAND, NAIL, ROD OR PLATE)	391.44
1025	EXCISION OF BONE (EG, FOR OSTEOMYELITIS OR BONE ABSCESS); MANDIBLE	99.18
1034	EXCISION OF MALIGNANT TUMOR OF MAXILLA OR ZYGOMA	375.13
1040	EXCISION OF BENIGN TUMOR OR CYST OF MANDIBLE, BY ENUCLEATION AND/OR CURETTAGE	250.08
1044	EXCISION OF MALIGNANT TUMOR OF MANDIBLE;	1125.40
1060	MENISCECTOMY, PARTIAL OR COMPLETE, TEMPOROMANDIBULAR JOINT (SEPARATE PROCEDURE)	1125.40
1160	RECONSTRUCTION MIDFACE, LEFORT III (EXTRA AND INTRACRANIAL) WITH FOREHEAD ADVANCEMENT (EG, MONO BLOC), REQUIRING BONE GRAFTS (INCLUDES OBTAINING AUTOGRAFTS); WITH LEFORT I	1500.53
1193	RECONSTRUCTION OF MANDIBULAR RAMI, HORIZONTAL, VERTICAL, C, OR L OSTECTOMY; WITHOUT BONE GRAFT	1330.16
1194	RECONSTRUCTION OF MANDIBULAR RAMI, HORIZONTAL, VERTICAL, C, OR L OSTECTOMY; WITH BONE GRAFT (INCLUDES OBTAINING GRAFT)	1330.16
1210	GRAFT, BONE; NASAL, MAXILLARY OR MALAR AREAS (INCLUDES OBTAINING GRAFT)	675.25
1215	GRAFT, BONE; MANDIBLE (INCLUDES OBTAINING GRAFT)	1500.53
1230	GRAFT; RIB CARTILAGE, AUTOGENOUS, TO FACE, CHIN, NOSE OR EAR (INCLUDES OBTAINING GRAFT)	1050.36
1260	PERIORBITAL OSTECTOMIES FOR ORBITAL HYPERTELORISM, WITH BONE GRAFTS; EXTRACRANIAL APPROACH	1500.53
1270	MALAR AUGMENTATION, PROSTHETIC MATERIAL	810.30
1275	SECONDARY REVISION OF ORBITOCRANIOFACIAL RECONSTRUCTION	727.25
1280	MEDIAL CANTHOPEXY (SEPARATE PROCEDURE)	475.46
1310	CLOSED TREATMENT OF NASAL BONE FRACTURE WITHOUT MANIPULATION	45.02
1315	CLOSED TREATMENT OF NASAL BONE FRACTURE; WITHOUT STABILIZATION	75.03
1320	CLOSED TREATMENT OF NASAL BONE FRACTURE; WITH STABILIZATION	260.96
1325	OPEN TREATMENT OF NASAL FRACTURE; UNCOMPLICATED	375.13
1330	OPEN TREATMENT OF NASAL FRACTURE; COMPLICATED, WITH INTERNAL AND/OR EXTERNAL SKELETAL FIXATION	600.21
21335	OPEN TREATMENT OF NASAL FRACTURE; WITH CONCOMITANT OPEN TREATMENT OF FRACTURED SEPTUM	884.06
21337	CLOSED TREATMENT OF NASAL SEPTAL FRACTURE, WITH OR WITHOUT STABILIZATION	94.55
21338	OPEN TREATMENT OF NASOETHMOID FRACTURE; WITHOUT EXTERNAL FIXATION	283.66
21339	OPEN TREATMENT OF NASOETHMOID FRACTURE; WITH EXTERNAL FIXATION	472.76
21340	PERCUTANEOUS TREATMENT OF NASOETHMOID COMPLEX FRACTURE, WITH SPLINT, WIRE OR HEADCAP FIXATION, INCLUDING REPAIR OF CANTHAL LIGAMENTS AND/OR THE NASOLACRIMAL APPARATUS	472.76
21343	OPEN TREATMENT OF DEPRESSED FRONTAL SINUS FRACTURE	555.24

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## MEDICAL ASSISTANCE POLICY FEE SCHEDULE

## DENTAL SERVICES

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PROC CODE	DESCRIPTION OF SERVICE	FEE
1345	CLOSED TREATMENT OF NASOMAXILLARY COMPLEX FRACTURE (LEFORT II TYPE), WITH INTERDENTAL WIRE FIXATION OR FIXATION OF DENTURE OR SPLINT	465.95
1346	OPEN TREATMENT OF NASOMAXILLARY COMPLEX FRACTURE (LEFORT II TYPE); WITH WIRING AND/OR LOCAL FIXATION	750.26
1347	OPEN TREATMENT OF NASOMAXILLARY COMPLEX FRACTURE (LEFORT II TYPE); REQUIRING MULTIPLE OPEN APPROACHES	889.26
1365	OPEN TREATMENT OF COMPLICATED (EG, COMMINUTED OR INVOLVING CRANIAL NERVE FORAMINA) FRACTURE(S) OF MALAR AREA, INCLUDING ZYGOMATIC ARCH AND MALAR TRIPOD; WITH INTERNAL FIXATION AND MULTIPLE SURG	975.35
1385	OPEN TREATMENT OF ORBITAL FLOOR BLOWOUT FRACTURE; TRANSANTRAL APPROACH (CALDWELL-LUC TYPE OPERATION)	856.82
1386	OPEN TREATMENT OF ORBITAL FLOOR BLOWOUT FRACTURE; PERIORBITAL APPROACH	1267.84
1387	OPEN TREATMENT OF ORBITAL FLOOR BLOWOUT FRACTURE; COMBINED APPROACH	1267.84
1390	OPEN TREATMENT OF ORBITAL FLOOR BLOWOUT FRACTURE; PERIORBITAL APPROACH, WITH ALLOPLASTIC OR OTHER IMPLANT	1156.93
1395	OPEN TREATMENT OF ORBITAL FLOOR BLOWOUT FRACTURE; PERIORBITAL APPROACH WITH BONE GRAFT (INCLUDES OBTAINING GRAFT)	756.41
1400	CLOSED TREATMENT OF FRACTURE OF ORBIT, EXCEPT BLOWOUT; WITHOUT MANIPULATION	52.50
1401	CLOSED TREATMENT OF FRACTURE OF ORBIT, EXCEPT BLOWOUT; WITH MANIPULATION	975.35
1406	OPEN TREATMENT OF FRACTURE OF ORBIT, EXCEPT BLOWOUT; WITHOUT IMPLANT	1150.31
1407	OPEN TREATMENT OF FRACTURE OF ORBIT, EXCEPT BLOWOUT; WITH IMPLANT	1150.31
1431	CLOSED TREATMENT OF CRANIOFACIAL SEPARATION (LEFORT III TYPE) USING INTERDENTAL WIRE FIXATION OF DENTURE OR SPLINT	468.28
1432	OPEN TREATMENT OF CRANIOFACIAL SEPARATION (LEFORT III TYPE); WITH WIRING AND/OR INTERNAL FIXATION	750.26
1433	OPEN TREATMENT OF CRANIOFACIAL SEPARATION (LEFORT III TYPE); COMPLICATED (EG, COMMUNUTED OR INVOLVING CRANIAL NERVE FORAMINA), MULTIPLE SURGICAL APPROACHES	777.78
1435	OPEN TREATMENT OF CRANIOFACIAL SEPARATION (LEFORT III TYPE); COMPLICATED, UTILIZING INTERNAL AND/OR EXTERNAL FIXATION TECHNIQUES (EG, HEAD CAP, HALO DEVICE, AND/OR INTERMAXILLARY FIXATION)	750.26
1452	PERCUTANEOUS TREATMENT OF MANDIBULAR FRACTURE, WITH EXTERNAL FIXATION	280.02
1454	OPEN TREATMENT OF MANDIBULAR FRACTURE WITH EXTERNAL FIXATION	675.25
1461	OPEN TREATMENT OF MANDIBULAR FRACTURE; WITHOUT INTERDENTAL FIXATION	675.25
1465	OPEN TREATMENT OF MANDIBULAR CONDYLAR FRACTURE	675.25
1480	CLOSED TREATMENT OF TEMPOROMANDIBULAR DISLOCATION; INITIAL OR SUBSEQUENT	75.03
1485	CLOSED TREATMENT OF TEMPOROMANDIBULAR DISLOCATION; COMPLICATED (EG, RECURRENT REQUIRING INTERMAXILLARY FIXATION OR SPLINTING); INITIAL OR SUBSEQUENT	75.03
1490	OPEN TREATMENT OF TEMPOROMANDIBULAR DISLOCATION	728.10
1501	INCISION AND DRAINAGE, DEEP ABSCESS OR HEMATOMA, SOFT TISSUES OF NECK OR THORAX;	182.01
0000	DRAINAGE ABSCESS OR HEMATOMA, NASAL, INTERNAL APPROACH	30.01

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MEDICAL ASSISTANCE POLICY FEE SCHEDULE

NTAL SERVICES

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ROC CODE	DESCRIPTION OF SERVICE	FEE
0020	DRAINAGE ABSCESS OR HEMATOMA, NASAL SEPTUM	37.62
0100	BIOPSY, INTRANASAL	39.14
0110	EXCISION, NASAL POLYP(S), SIMPLE	105.05
0115	EXCISION, NASAL POLYP(S), EXTENSIVE	521.92
0140	SUBMUCOUS RESECTION INFERIOR TURBINATE, PARTIAL OR COMPLETE, ANY METHOD	391.44
0300	REMOVAL FOREIGN BODY, INTRANASAL; OFFICE TYPE PROCEDURE	52.00
0320	REMOVAL FOREIGN BODY, INTRANASAL; BY LATERAL RHINOTOMY	130.47
0520	SEPTOPLASTY OR SUBMUCOUS RESECTION, WITH OR WITHOUT CARTILAGE SCORING, CONTOURING OR REPLACEMENT WITH GRAFT	1043.84
0540	REPAIR CHOANAL ATRESIA; INTRANASAL	150.05
0545	REPAIR CHOANAL ATRESIA; TRANSPALATINE	900.31
0560	LYSIS INTRANASAL SYNECHIA	30.01
0600	REPAIR FISTULA; ORONASAL	300.10
0801	CAUTERY AND/OR ABLATION, MUCOSA OF INFERIOR TURBINATES, UNILATERAL OR BILATERAL, ANY METHOD; SUPERFICIAL	43.86
0802	CAUTERY AND/OR ABLATION, MUCOSA OF TURBINATES, UNILATERAL OR BILATERAL, ANY METHOD, (SEPARATE PROCEDURE); INTRAMURAL	43.86
0901	CONTROL NASAL HEMORRHAGE, ANTERIOR, SIMPLE (LIMITED CAUTERY AND/OR PACKING) ANY METHOD	52.19
0905	CONTROL NASAL HEMORRHAGE, POSTERIOR, WITH POSTERIOR NASAL PACKS AND/OR CAUTERY, ANY METHOD; INITIAL	130.47
0906	CONTROL NASAL HEMORRHAGE, POSTERIOR, WITH POSTERIOR NASAL PACKS AND/OR CAUTERY, ANY METHOD; SUBSEQUENT	30.01
0915	LIGATION ARTERIES; ETHMOIDAL	450.16
1000	LAVAGE BY CANNULATION; MAXILLARY SINUS (ANTRUM PUNCTURE OR NATURAL OSTIUM)	30.01
1070	SINUSOTOMY FRONTAL; EXTERNAL, SIMPLE (TREPINE OPERATION)	300.10
1075	SINUSOTOMY FRONTAL; TRANSORBITAL, UNILATERAL (FOR MUCOCELE OR OSTEOOMA, LYNCH TYPE)	600.21
1080	SINUSOTOMY FRONTAL; OBLITERATIVE WITHOUT OSTEOPLASTIC FLAP, BROW INCISION (INCLUDES ABLATION)	900.88
1090	SINUSOTOMY, UNILATERAL, THREE OR MORE PARANASAL SINUSES (FRONTAL, MAXILLARY, ETHMOID, SPHENOID)	1200.43
11200	ETHMOIDECTOMY; INTRANASAL, ANTERIOR	416.03
11225	MAXILLECTOMY; WITHOUT ORBITAL EXENTERATION	1500.53
11230	MAXILLECTOMY; WITH ORBITAL EXENTERATION (EN BLOC)	1500.53
11320	LARYNGOTOMY (THYROTOMY, LARYNGOFISSURE); DIAGNOSTIC	525.20
11500	INTUBATION, ENDOTRACHEAL, EMERGENCY PROCEDURE	105.05
11510	LARYNGOSCOPY, INDIRECT; WITH BIOPSY	78.00
11530	LARYNGOSCOPY, DIRECT, OPERATIVE, WITH FOREIGN BODY REMOVAL;	546.03
11600	TRACHEOSTOMY, PLANNED (SEPARATE PROCEDURE);	300.10
11601	TRACHEOSTOMY, PLANNED (SEPARATE PROCEDURE); UNDER TWO YEARS	300.10

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ROC	DESCRIPTION OF SERVICE	FEE
ODE		
1820	SURGICAL CLOSURE TRACHEOSTOMY OR FISTULA; WITHOUT PLASTIC REPAIR	375.13
1825	SURGICAL CLOSURE TRACHEOSTOMY OR FISTULA; WITH PLASTIC REPAIR	375.13
1830	REVISION OF TRACHEOSTOMY SCAR	375.13
7600	LIGATION; EXTERNAL CAROTID ARTERY	600.21
8300	DRAINAGE OF LYMPH NODE ABSCESS OR LYMPHADENITIS; SIMPLE	45.02
8500	BIOPSY OR EXCISION OF LYMPH NODE(S); OPEN, SUPERFICIAL	130.47
8510	BIOPSY OR EXCISION OF LYMPH NODE(S); OPEN, DEEP CERVICAL NODE(S)	200.73
8520	BIOPSY OR EXCISION OF LYMPH NODE(S); OPEN, DEEP CERVICAL NODE(S) WITH EXCISION SCALENE FAT PAD	312.02
8550	EXCISION OF CYSTIC HYGROMA, AXILLARY OR CERVICAL; WITHOUT DEEP NEUROVASCULAR DISSECTION	291.30
8700	SUPRAHYOID LYMPHADENECTOMY	750.26
8720	CERVICAL LYMPHADENECTOMY (COMPLETE)	1200.43
0490	BIOPSY OF LIP	45.02
0500	VERMILIONECTOMY (LIP SHAVE), WITH MUCOSAL ADVANCEMENT	600.21
0510	EXCISION OF LIP; TRANSVERSE WEDGE EXCISION WITH PRIMARY CLOSURE	375.13
0520	EXCISION OF LIP; V-EXCISION WITH PRIMARY DIRECT LINEAR CLOSURE	375.13
0525	EXCISION OF LIP; FULL THICKNESS, RECONSTRUCTION WITH LOCAL FLAP (EG, ESTLANDER OR FAN)	567.30
0527	EXCISION OF LIP; FULL THICKNESS, RECONSTRUCTION WITH CROSS LIP FLAP (ABBE-ESTLANDER)	567.30
0530	RESECTION OF LIP, MORE THAN ONE-FOURTH, WITHOUT RECONSTRUCTION	375.13
0650	REPAIR LIP, FULL THICKNESS; VERMILION ONLY	378.20
0652	REPAIR LIP, FULL THICKNESS; UP TO HALF VERTICAL HEIGHT	378.20
0654	REPAIR LIP, FULL THICKNESS; OVER ONE-HALF VERTICAL HEIGHT, OR COMPLEX	520.03
0700	PLASTIC REPAIR OF CLEFT LIP/NASAL DEFORMITY; PRIMARY, PARTIAL OR COMPLETE, UNILATERAL	1050.36
0701	PLASTIC REPAIR OF CLEFT LIP/NASAL DEFORMITY; PRIMARY BILATERAL, ONE STAGE PROCEDURE	1350.48
0702	PLASTIC REPAIR OF CLEFT LIP/NASAL DEFORMITY; PRIMARY BILATERAL, ONE OF TWO STAGES	900.31
0720	PLASTIC REPAIR OF CLEFT LIP/NASAL DEFORMITY; SECONDARY, BY RECREATION OF DEFECT AND RECLOSURE	1050.36
0761	PLASTIC REPAIR OF CLEFT LIP/NASAL DEFORMITY; WITH CROSS LIP PEDICLE FLAP (ABBE-ESTLANDER TYPE), INCLUDING SECTIONING AND INSERTING OF PEDICLE	1323.72
0800	DRAINAGE OF ABSCESS, CYST, HEMATOMA, VESTIBULE OF MOUTH; SIMPLE	45.02
0801	DRAINAGE OF ABSCESS, CYST, HEMATOMA, VESTIBULE OF MOUTH; COMPLICATED	113.46
0804	REMOVAL OF EMBEDDED FOREIGN BODY, VESTIBULE OF MOUTH; SIMPLE	75.63
0805	REMOVAL OF EMBEDDED FOREIGN BODY, VESTIBULE OF MOUTH; COMPLICATED	113.46
0808	BIOPSY, VESTIBULE OF MOUTH	45.02
0810	EXCISION OF LESION OF MUCOSA AND SUBMUCOSA, VESTIBULE OF MOUTH; WITHOUT REPAIR	75.63

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PROC CODE	DESCRIPTION OF SERVICE	FEE
10812	EXCISION OF LESION OF MUCOSA AND SUBMUCOSA, VESTIBULE OF MOUTH; WITH SIMPLE REPAIR	103.17
10814	EXCISION OF LESION OF MUCOSA AND SUBMUCOSA, VESTIBULE OF MOUTH; WITH COMPLEX REPAIR	141.82
10816	EXCISION OF LESION OF MUCOSA AND SUBMUCOSA, VESTIBULE OF MOUTH; COMPLEX, WITH EXCISION OF UNDERLYING MUSCLE	170.19
10818	EXCISION OF MUCOSA OF VESTIBULE OF MOUTH AS DONOR GRAFT	141.82
10830	CLOSURE OF LACERATION, VESTIBULE OF MOUTH; 2.5 CM OR LESS	56.73
10831	CLOSURE OF LACERATION, VESTIBULE OF MOUTH; OVER 2.5 CM OR COMPLEX	94.55
11100	BIOPSY OF TONGUE; ANTERIOR TWO-THIRDS	52.00
11105	BIOPSY OF TONGUE; POSTERIOR ONE-THIRD	75.03
11108	BIOPSY OF FLOOR OF MOUTH	161.99
11110	EXCISION OF LESION OF TONGUE WITHOUT CLOSURE	75.63
11112	EXCISION OF LESION OF TONGUE WITH CLOSURE; ANTERIOR TWO-THIRDS	450.16
11113	EXCISION OF LESION OF TONGUE WITH CLOSURE; POSTERIOR ONE-THIRD	141.82
11115	EXCISION OF LINGUAL FRENUM (FRENECTOMY)	113.46
11116	EXCISION, LESION OF FLOOR OF MOUTH	141.82
11120	GLOSSECTOMY; LESS THAN ONE-HALF TONGUE	600.21
11130	GLOSSECTOMY; HEMIGLOSSECTOMY	600.21
11135	GLOSSECTOMY; PARTIAL, WITH UNILATERAL RADICAL NECK DISSECTION	1040.07
11140	GLOSSECTOMY; COMPLETE OR TOTAL, WITH OR WITHOUT TRACHEOSTOMY, WITHOUT RADICAL NECK DISSECTION	1050.36
11145	GLOSSECTOMY; COMPLETE OR TOTAL, WITH OR WITHOUT TRACHEOSTOMY, WITH UNILATERAL RADICAL NECK DISSECTION	1323.72
11150	GLOSSECTOMY; COMPOSITE PROCEDURE WITH RESECTION FLOOR OF MOUTH AND MANDIBULAR RESECTION, WITHOUT RADICAL NECK DISSECTION	1486.38
11153	GLOSSECTOMY; COMPOSITE PROCEDURE WITH RESECTION FLOOR OF MOUTH, WITH SUPRAHYOID NECK DISSECTION	1826.73
11155	GLOSSECTOMY; COMPOSITE PROCEDURE WITH RESECTION FLOOR OF MOUTH, MANDIBULAR RESECTION, AND RADICAL NECK DISSECTION (COMMANDO TYPE)	3500.86
11250	REPAIR OF LACERATION 2.5 CM OR LESS; FLOOR OF MOUTH AND/OR ANTERIOR TWO-THIRDS OF TONGUE	66.18
11251	REPAIR OF LACERATION 2.5 CM OR LESS; POSTERIOR ONE-THIRD OF TONGUE	94.55
11252	REPAIR OF LACERATION OF TONGUE, FLOOR OF MOUTH, OVER 2.6 CM OR COMPLEX	189.10
11500	FIXATION OF TONGUE, MECHANICAL, OTHER THAN SUTURE (EG, K-WIRE)	247.96
11510	SUTURE OF TONGUE TO LIP FOR MICROGNATHIA (DOUGLAS TYPE PROCEDURE)	220.45
11520	FRENOPLASTY (SURGICAL REVISION OF FRENUM, EG, WITH Z-PLASTY)	203.70
11800	DRAINAGE OF ABSCESS, CYST, HEMATOMA FROM DENTOALVEOLAR STRUCTURES	30.01
11805	REMOVAL OF EMBEDDED FOREIGN BODY FROM DENTOALVEOLAR STRUCTURES; SOFT TISSUES	47.27
11806	REMOVAL OF EMBEDDED FOREIGN BODY FROM DENTOALVEOLAR STRUCTURES; BONE	113.46
11823	EXCISION OF OSSEOUS TUBEROSITIES, DENTOALVEOLAR STRUCTURES	169.00

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41825	EXCISION OF LESION OR TUMOR (EXCEPT LISTED ABOVE), DENTOALVEOLAR STRUCTURES; WITHOUT REPAIR	86.98
41826	EXCISION OF LESION OR TUMOR (EXCEPT LISTED ABOVE), DENTOALVEOLAR STRUCTURES; WITH SIMPLE REPAIR	170.19
41827	EXCISION OF LESION OR TUMOR (EXCEPT LISTED ABOVE), DENTOALVEOLAR STRUCTURES; WITH COMPLEX REPAIR	189.10
42000	DRAINAGE OF ABSCESS OF PALATE, UVULA	30.01
42100	BIOPSY OF PALATE, UVULA	45.01
42104	EXCISION, LESION OF PALATE, UVULA; WITHOUT CLOSURE	94.55
42106	EXCISION, LESION OF PALATE, UVULA; WITH SIMPLE PRIMARY CLOSURE	141.82
42120	RESECTION OF PALATE OR EXTENSIVE RESECTION OF LESION	600.21
42140	UVULECTOMY, EXCISION OF UVULA	45.02
42180	REPAIR, LACERATION OF PALATE; UP TO 2 CM	173.76
42182	REPAIR, LACERATION OF PALATE; OVER 2 CM OR COMPLEX	141.82
42200	PALATOPLASTY FOR CLEFT PALATE, SOFT AND/OR HARD PALATE ONLY	900.31
42205	PALATOPLASTY FOR CLEFT PALATE, WITH CLOSURE OF ALVEOLAR RIDGE; SOFT TISSUE ONLY	1200.43
42210	PALATOPLASTY FOR CLEFT PALATE, WITH CLOSURE OF ALVEOLAR RIDGE; WITH BONE GRAFT TO ALVEOLAR RIDGE (INCLUDES OBTAINING GRAFT)	1418.27
42215	PALATOPLASTY FOR CLEFT PALATE; MAJOR REVISION	900.31
42220	PALATOPLASTY FOR CLEFT PALATE; SECONDARY LENGTHENING PROCEDURE	1050.36
42225	PALATOPLASTY FOR CLEFT PALATE; ATTACHMENT PHARYNGEAL FLAP	900.31
42226	LENGTHENING OF PALATE, AND PHARYNGEAL FLAP	945.51
42227	LENGTHENING OF PALATE, WITH ISLAND FLAP	585.63
42235	REPAIR OF ANTERIOR PALATE, INCLUDING VOMER FLAP	450.16
42260	REPAIR OF NASOLABIAL FISTULA	661.86
42280	MAXILLARY IMPRESSION FOR PALATAL PROSTHESIS	128.87
42281	INSERTION OF PIN-RETAINED PALATAL PROSTHESIS	118.59
42325	FISTULIZATION OF SUBLINGUAL SALIVARY CYST (RANULA);	75.63
42326	FISTULIZATION OF SUBLINGUAL SALIVARY CYST (RANULA); WITH PROSTHESIS	94.55
42400	BIOPSY OF SALIVARY GLAND; NEEDLE	75.03
42405	BIOPSY OF SALIVARY GLAND; INCISIONAL	75.03
42408	EXCISION OF SUBLINGUAL SALIVARY CYST (RANULA)	189.10
42409	MARSUPIALIZATION OF SUBLINGUAL SALIVARY CYST (RANULA)	521.92
42420	EXCISION OF PAROTID TUMOR OR PAROTID GLAND; TOTAL, WITH DISSECTION AND PRESERVATION OF FACIAL NERVE	1050.36
42425	EXCISION OF PAROTID TUMOR OR PAROTID GLAND; TOTAL, EN BLOC REMOVAL WITH SACRIFICE OF FACIAL NERVE	900.31
42426	EXCISION OF PAROTID TUMOR OR PAROTID GLAND; TOTAL, WITH UNILATERAL RADICAL NECK DISSECTION	1144.00
42440	EXCISION OF SUBMANDIBULAR (SUBMAXILLARY) GLAND	486.20

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 # NOTE: PAYMENT FOR THIS CODE WILL FOLLOW THE PRICING METHODOLOGY FOR ADULTS AND WILL PAY AT 52% OF THE FEE LISTED

MEDICAL ASSISTANCE POLICY FEE SCHEDULE

DENTAL SERVICES

THIS FEE SCHEDULE LISTS THE FEES FOR A CLIENT UNDER THE AGE OF 21.  
 THE FEE FOR A CLIENT 21 YEARS OF AGE AND OLDER IS 52% OF THE FEE LISTED ON THIS SCHEDULE.

PROC CODE	DESCRIPTION OF SERVICE	FEE
42450	EXCISION OF SUBLINGUAL GLAND	468.00
42500	PLASTIC REPAIR OF SALIVARY DUCT, SIALODUOCHOPLASTY; PRIMARY OR SIMPLE	525.20
42505	PLASTIC REPAIR OF SALIVARY DUCT, SIALODUOCHOPLASTY; SECONDARY OR COMPLICATED	750.26
42507	PAROTID DUCT DIVERSION, BILATERAL (WILKE TYPE PROCEDURE);	395.56
42508	PAROTID DUCT DIVERSION, BILATERAL (WILKE TYPE PROCEDURE); WITH EXCISION OF ONE SUBMANDIBULAR GLAND	603.59
42509	PAROTID DUCT DIVERSION, BILATERAL (WILKE TYPE PROCEDURE); WITH EXCISION OF BOTH SUBMANDIBULAR GLANDS	686.21
42510	PAROTID DUCT DIVERSION, BILATERAL (WILKE TYPE PROCEDURE); WITH LIGATION OF BOTH SUBMANDIBULAR (WHARTON'S) DUCTS	570.06
42550	INJECTION PROCEDURE FOR SIALOGRAPHY	15.01
42600	CLOSURE SALIVARY FISTULA	600.21
42650	DILATION SALIVARY DUCT	15.01
42660	DILATION AND CATHETERIZATION OF SALIVARY DUCT, WITH OR WITHOUT INJECTION	53.04
42665	LIGATION SALIVARY DUCT, INTRAORAL	75.63
42700	INCISION AND DRAINAGE ABSCESS; PERITONSILLAR	78.29
42720	INCISION AND DRAINAGE ABSCESS; RETROPHARYNGEAL OR PARAPHARYNGEAL, INTRAORAL APPROACH	150.05
42725	INCISION AND DRAINAGE ABSCESS; RETROPHARYNGEAL OR PARAPHARYNGEAL, EXTERNAL APPROACH	312.02
42800	BIOPSY; OROPHARYNX	45.02
42802	BIOPSY; HYPOPHARYNX	75.03
42804	BIOPSY; NASOPHARYNX, VISIBLE LESION, SIMPLE	75.03
42806	BIOPSY; NASOPHARYNX, SURVEY FOR UNKNOWN PRIMARY LESION	113.46
42808	EXCISION OR DESTRUCTION OF LESION OF PHARYNX, ANY METHOD	100.89
42809	REMOVAL OF FOREIGN BODY FROM PHARYNX	130.10
42810	EXCISION BRANCHIAL CLEFT CYST OR VESTIGE, CONFINED TO SKIN AND SUBCUTANEOUS TISSUES	225.08
42815	EXCISION BRANCHIAL CLEFT CYST, VESTIGE, OR FISTULA, EXTENDING BENEATH SUBCUTANEOUS TISSUES AND/OR INTO PHARYNX	260.02
42900	SUTURE PHARYNX FOR WOUND OR INJURY	300.10
42970	CONTROL OF NASOPHARYNGEAL HEMORRHAGE, PRIMARY OR SECONDARY (EG, POSTADENOIDECTOMY); SIMPLE, WITH POSTERIOR NASAL PACKS, WITH OR WITHOUT ANTERIOR PACKS AND/OR CAUTERY	105.05
61586	BICORONAL, TRANSZYGOMATIC AND/OR LEFORT I OSTEOTOMY APPROACH TO ANTERIOR CRANIAL FOSSA WITH OR WITHOUT INTERNAL FIXATION, WITHOUT BONE GRAFT	450.16
64734	TRANSECTION OR AVULSION OF; INFRAORBITAL NERVE	406.98
64736	TRANSECTION OR AVULSION OF; MENTAL NERVE	352.20
64738	TRANSECTION OR AVULSION OF; INFERIOR ALVEOLAR NERVE BY OSTEOTOMY	441.84
64740	TRANSECTION OR AVULSION OF; LINGUAL NERVE	423.73

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MEDICAL ASSISTANCE POLICY FEE SCHEDULE

MENTAL SERVICES

THIS FEE SCHEDULE LISTS THE FEES FOR A CLIENT UNDER THE AGE OF 21.  
 THE FEE FOR A CLIENT 21 YEARS OF AGE AND OLDER IS 52% OF THE FEE LISTED ON THIS SCHEDULE.

PROC CODE	DESCRIPTION OF SERVICE	FEE
99221	INITIAL HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT WHICH REQUIRES THESE THREE KEY COMPONENTS: A DETAILED OR COMPREHENSIVE HISTORY; A DETAILED OR COMPREHENSIVE EXAMINATION; SUBSEQUENT HOSPITAL CARE, PER DAY, FOR THE EVALUATION AND MANAGEMENT OF A PATIENT, WHICH REQUIRES AT LEAST TWO OF THESE THREE KEY COMPONENTS: A PROBLEM FOCUSED INTERVAL HISTORY; A PROBLEM FOCUSED OFFICE CONSULTATION FOR A NEW OR ESTABLISHED PATIENT, WHICH REQUIRES THESE THREE KEY COMPONENTS: A PROBLEM FOCUSED HISTORY; A PROBLEM FOCUSED EXAMINATION; AND STRAIGHTFORWARD MEDICAL DECISION MAK	58.28
99231		28.98
99241		42.88

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