DEPARTMENT	Advantage Dental From DentaQuest			
	Policy and Procedure			
	Policy Name:	**Emergency Services**	Policy ID:	**PLANCG-20**
	Approved By:	Credentialing, Quality Assurance and Utilization Management Committee	Origination Date:	10/11/2013
	States:	Oregon	Last Revision Date:	07/10/2020
	Application:	Medicaid	Effective Date:	07/15/2020

PURPOSE

To establish guidelines for the Dental Care Organization's (DCO's) emergency call system.

POLICY

1. DCO Emergency Call System

   A. During normal working hours, enrollees can call their Primary Care Dentist (PCD). If the PCD cannot be reached, the enrollee can call the DCO's Member Services Department at 1-866-268-9631.

   B. After business hours and on holidays, enrollees can call the DCO's Member Services Department at 1-866-268-9631. The number will be answered 24 hours a day, seven days a week by a Member Services Representative.

      1) The Member Services Representative will provide triage as directed by the Vice President of Clinical Services or their designee.

      2) In the event of a dental concern when the PCD cannot be reached, the Member Services Representative will contact an on-call dentist if it meets the emergency or urgency guidelines. If the Member Services Representative cannot reach the on-call dentist, they will contact the following, in this order, until a provider can be reached: (1) the back-up on call provider; (2) each provider that participates in the on-call rotation; (3) the Dental Director; and (4) Vice President of Clinical Services.

      3) The Vice President of Clinical Services or their designee, who are licensed dentists and the Clinical Quality Assurance Utilization Management Committee of the DCO, will monitor the emergency call system. The Vice President of Clinical Services or their designee, who are licensed dentists, will supervise training in the emergency call system for the DCO employees.

      4) Each enrollee will be assisted by their assigned PCD and the DCO's Member Services Department on how to access the emergency system and encouraged and instructed in how to prevent dental emergencies.

      5) All Medical Emergencies will be referred to either call 911 or go to the nearest facility providing Medical Emergency Services.

C. Medical Emergency and Medical Post stabilization services are not provided or covered by the DCO. However dental services provided for the purposes of post stabilization are provided by a DCO provider and are covered by the DCO. The DCO is financially responsible for such post-stabilization services obtained within or outside of its provider network that are preapproved by a participating provider or other DCO representative. The DCO shall limit to enrollees for post-stabilization services to an amount no greater than what the DCO would have charged the enrollee had the services been provided by one of the DCO's participating providers. For purposes of cost-sharing, post-stabilization care services begin upon inpatient admission.

D. When an enrollee is seen by the on-call dentist and the on-call dentist is not the enrollee's PCD, a fee is assessed to the DCO. The fee that is assessed will come out of the PCD's withhold if the enrollee is seen by the on-call dentist for an emergency. The on-call dentist will need to fill out an emergency call log to accompany his or her American Dental Association (ADA) claim form in order to be paid for the emergency call.

E. The DCO pays the on-call provider up to $250 per date of service, per enrollee, for dental emergency care.

F. Unless instructed otherwise by the PCD, the Member Services Department always attempts to contact the PCD before the on-call provider is contacted, so the PCD has the opportunity to take care of their own dental emergencies.

G. The DCO will not require pre-authorization for Emergency Services nor limit what constitutes an Emergency Dental Condition on the basis of lists of diagnoses or symptoms.

H. The DCO will not deny payment for treatment obtained when an enrollee has an Emergency Dental Condition, including cases in which the absence of immediate Dental attention would not have had the outcomes specified in the definition of Emergency Dental Condition or Emergency Dental Condition.

I. An enrollee who has an Emergency Dental Condition will not be held liable for payment of subsequent screening and treatment needed to diagnose the specific condition or to stabilize the enrollee.

J. The DCO will not refuse to cover Emergency Services based on any failure of an emergency room provider, hospital, or fiscal agent to notify enrollee's primary care provider of the enrollee's screening and treatment within ten (10) days of presentation for Emergency Services.

K. The DCO will not deny payment for treatment obtained when a representative of the DCO instructs the enrollee to seek Emergency Services.

2. ON-CALL PROVIDER RESPONSIBILITIES

A. It is the on-call provider's responsibility to provide emergency dental services to enrollees during their scheduled on-call time.

B. The on-call provider is required to respond to all emergency calls received by the DCO's Member Services Department within 1 hour. The on-call provider then has 24 hours to address/treat the

enrollee's dental emergency (relieve the enrollee's emergency). An avulsed tooth needs to be re-implanted within 30 minutes.

C. If the on-call provider does not reach the enrollee when the provider calls the enrollee back to address the enrollee's dental concern, the on-call provider will leave the enrollee a message to call the on-call provider back if the enrollee has not gotten the dental concern addressed. This process puts the responsibility back to the enrollee to call back if the dental concern has not been addressed.

D. All providers are furnished with an emergency on-call log book. The on-call provider needs to fill this form out each time an emergency call is received. A copy must be sent to the DCO and the PCD.

E. The on-call provider is responsible for calling in prescriptions. The DCO's Member Services Staff will not call in prescriptions.

F. The on-call provider is responsible for determining when treatment of an emergency or urgent dental condition should be provided in an ambulatory dental office setting and when emergency dental services should be provided in a hospital setting. Dental conditions involving the face and mouth that should be referred to the hospital for immediate medical attention include but are not limited to jaw fractures, serious cuts or lacerations to the face and mouth, severe persistent bleeding or an infection with swelling that affects breathing, swallowing or ability to open the mouth.

3. OUTSIDE THE AREA EMERGENCY SERVICES

See Out of Network Services policy.

4. Transportation Issues:

A. When an enrollee is calling for dental emergency services and/or request for a prescription refill and the PCD is not available, the Member Services Department will forward the information to the on-call provider. The Member Services Representative will inform the provider of the enrollee's transportation situation and let provider know they are not comfortable advising the enrollee that they need to have transportation before the enrollee is sent to the on-call provider. The on-call provider will make the determination if they can assist the enrollee.

5. Ongoing Monitoring:

A. In order to monitor access for emergent and urgent access to care, it will be the process to complete an audit of a random sampling of 1% of the emergency calls routed to the emergency call system in the previous month. The DCO Operations staff shall review the emergency call log and request chart notes from the PCD for the next date of service following the date of the emergency call log, along with a printout of the date the appointment was scheduled and any information related to changes made to the appointment and justification for the changes.

If the PCD office does not meet the scheduling timeframes for emergent/urgent appointments as defined in the DCO's Appointment Scheduling Policy, the DCO shall follow up with the PCD office via a phone call and track the following:

1) Office explanation for scheduling past threshold

2) Office plan to resolve scheduling issues
3) Timeframe in which the DCO may expect the issue to be resolved

B. The DCO shall continue to monitor performance and follow up with the office after the expected resolution to ensure compliance. If the issue is not corrected by the established resolution date, the staff shall report this to the DCO's Credentialing, Quality Assurance and Utilization Management Committee so that they may suggest the next steps, which may include a Corrective Action Plan. A Corrective Action Plan could result in a reduction in membership assignment or even termination if the office cannot meet the timeframes set by the Oregon Health Authority.

C. In order to ensure enrollees have access to care in the event of a dental concern, the DCO shall conduct monthly monitoring of the PCD afterhours message lines.

On a monthly basis, the DCO Operations staff shall call 1/3 of the PCD offices to verify their message line directs enrollees on what to do in case of a dental concern. If the provider does not have directions for afterhours care the DCO's Provider Relations Department will follow up with the office during business hours and instruct them to add an after-hours option for dental concerns which can be the DCO's Member Services phone number.

The provider shall be added to the following month's list of 1/3 of the PCDs to survey to ensure compliance. The DCO shall continue to monitor performance and follow up with the office after the expected resolution to ensure compliance. If the issue is not corrected, the staff shall report this to the DCO's Clinical Quality Assurance Utilization Management Committee so that they may suggest the next steps, which may include a Corrective Action Plan. A Corrective Action Plan could result in a reduction in membership assignment or even termination if the office cannot meet the timeframes set by the Oregon Health Authority.

REFERENCES
42 CFR 438.100; 42 CFR 438.114; OAR 410-141-3140

DEFINITIONS

"Emergency Services" means Covered Services furnished by a Provider that is qualified to furnish these services and that are needed to evaluate or stabilize an Emergency Dental Condition. "Emergency Services" include all inpatient and outpatient treatment that may be necessary to assure within reasonable medical probability that no material deterioration of the patient's condition is likely to result from, or occur during, discharge of the enrollee or transfer of the enrollee to another facility.

"Emergency Dental Condition" means a dental condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate dental attention to result in placing the health of the individual (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions or serious dysfunction of any bodily organ or part. An "Emergency Dental Condition" is determined based on the presenting symptoms (not the final diagnosis) as perceived by a prudent layperson (rather than a Health Care Professional) and includes cases in which the absence of immediate medical attention would not in fact have had the adverse results described in the previous sentence. Emergency Dental Condition may include but is not limited to sever tooth pain, unusual swelling, or an avulsed tooth. Enrollees with emergency dental conditions require emergency dental services. For an emergency dental service, the enrollee must be seen or treated within 24 hours.

“Urgent Care Services” means Covered Services that are Dentally Appropriate and immediately required in order to prevent a serious deterioration of an enrollee’s dental health that results from an unforeseen illness or an injury. Services that can be foreseen by the individual are not considered Urgent Services. For an urgent dental care service, the enrollee must be seen or treated within 7 days, or as indicated in the initial screening.

“Post stabilization Care Services” means covered services related to an emergency medical condition that are provided after an enrollee is stabilized to maintain the stabilized condition or to improve or resolve the enrollee’s condition when the DCO does not respond to a request for pre-approval within one hour, the DCO cannot be contacted, or the DCO’s representative and the treating dentist cannot reach an agreement concerning the enrollee’s care and a DCO dentist is not available for consultation. These services are provided in the facility prior to discharge.

Revision History

Date:	Description
10/11/2013	Approval and adoption.
05/02/2014	Updates based on annual review.
02/23/2015	Updates based on annual review.
02/23/2016	Updates based on annual review.
02/14/2017	Updates based on annual review.
07/12/2017	Updates based on CCO partner audit findings.
03/12/2018	Updates based on annual review.
03/06/2019	Updates based on CCO partner audit findings.
05/28/2019	Updates based on annual review.
11/18/2019	Updates based on - CCO partner audit findings.
12/05/2019	Conversion to revised policy and procedure format and naming convention.
01/01/2013	Updates based on annual review.
7/10/2020	Updates based on annual review.

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