



# New Zealand Gazette

OF THURSDAY, 6 NOVEMBER 2003

---

WELLINGTON: FRIDAY, 7 NOVEMBER 2003 — ISSUE NO. 151

---

## DISTRICT HEALTH BOARDS

### ADVICE NOTICES TO ORAL HEALTH PROVIDERS

PURSUANT TO SECTION 88 OF THE  
NEW ZEALAND PUBLIC HEALTH AND  
DISABILITY ACT 2000

**INDEX**

Page

General Dental Benefits.....	4217
Special Dental Benefits.....	4248

# ORAL HEALTH SERVICES

## General Dental Benefits

This Notice is issued by all District Health Boards and is effective  
from 1<sup>st</sup> January 2004

**CONTENTS OF THIS NOTICE**

	<b>Page Number</b>
<b>Contents of this Notice</b>	4218
<b>Schedule A: Application and Term of this Notice</b>	4219
<b>Schedule B: Interpretation and Definitions</b>	4221
<b>Schedule C: General Terms and Conditions</b>	4226
<b>Schedule D: Provider Quality Specifications (PQS)</b>	4234
<b>Schedule E: Business Rules</b>	4236
<b>Schedule F: Service Specification – General Dental Benefits</b>	4241
<b>Schedule G: Service Pricing</b>	4246

**ADVICE NOTICE TO ORAL HEALTH PROVIDERS UNDER  
SECTION 88 OF THE NEW ZEALAND PUBLIC HEALTH  
AND DISABILITY ACT 2000**

**SCHEDULE A: APPLICATION AND TERM OF THIS NOTICE**

**A1 PURPOSE**

- A1.1 This is a Notice issued by all District Health Boards, namely Auckland DHB, Bay of Plenty DHB, Canterbury DHB, Capital & Coast DHB, Counties Manukau DHB, Hawke's Bay DHB, Hutt DHB, Lakes DHB, MidCentral DHB, Nelson Marlborough DHB, Northland DHB, Otago DHB, South Canterbury DHB, Southland DHB, Tairāwhiti DHB, Taranaki DHB, Waikato DHB, Wairarapa DHB, Waitemata DHB, West Coast DHB and Whanganui DHB, under section 88 of the New Zealand Public Health and Disability Act 2000 ("the Act").

This Notice sets out the terms and conditions for the provision of General Dental Benefits. Special Dental Benefits are not covered in terms of this Notice and a separate Notice is applicable to any services provided for Special Dental Benefits.

- A1.2 This Notice consequentially revokes and replaces the four regional section 88 notices for Dental Benefits, namely:

- a. the Section 51 Advice Notice to Dentists issued by the Northern Regional Health Authority with effect from 1 July 1993;
- b. the Section 51 Advice Notice to Dentists issued by the Midland Regional Health Authority with effect from May 1996;
- c. the Section 51 Advice Notice to Dentists issued by the Central Regional Health Authority with effect from 1 July 1995; and
- d. the Section 51 Notice issued by the Southern Regional Health Authority with effect from 1 July 1993

(issued under section 51 of the Health and Disability Services Act 1993 and deemed to have been issued under section 88 of the New Zealand Public Health and Disability Act 2000) by means of which Dentists received payment for their services.

The purpose of this Notice is to introduce nationally consistent terms and conditions for General Dental Benefits in New Zealand. This clause is included in fulfilment of section 89(5) of the Act.

- A1.3 When providing General Dental Benefits, if you accept any payment under this Notice you are deemed by section 88 of the Act to be bound by the terms and conditions of this Notice. Before you may claim for payment you must comply with clause E2.1.

**A2 DURATION OF THIS NOTICE**

- A2.1 This Notice will apply from 1 January 2004 and thereafter until further Notice from us.

**A3 OUR RESPONSIBILITIES**

- A3.1 We agree to pay you for the Services you provide to Patients under this Notice in accordance with the payment terms set out in Schedule G of this Notice.

**A4 YOUR RESPONSIBILITIES**

- A4.1 You agree to meet the provider quality specifications set out in Schedule D and comply with the further requirements in Schedule F when providing the Services under this Notice.
- A4.2 You may claim for the Services which you have provided in accordance with clause A4.1, at the prices specified in Schedule G.
- A4.3 You agree to comply with the business rules set out in Schedule E when providing Services under this Notice.

**A5 ANNUAL REVIEW**

- A5.1 Both of us will have a right, once every 12 months (in your case through a Representative Body), to raise issues relating to this Notice that either of us wishes to address in accordance with the following review process.
- A5.2 The initiating party will Consult the other party on any issues or proposals relating to or connected with this Notice for review for a period of 6 weeks following receipt of notification in writing of the issues or proposals from the initiating party. Any agreed outcome from the review process may result in either no further action being taken, or some administrative or other action being taken, or either party proposing a variation to this Notice under clause C19. Clause C16.1 will not apply to any dispute arising from a review of this Notice.
- A5.3 This review process is intended to be a review of a discrete number of issues. It is not to be a review of the Notice as a whole or whole parts of the Notice. We reserve the right to combine one or more issues notified to us by one or more Representative Bodies into a single review, and to prioritise those issues as resources permit and according to the degree of their national application.

## **SCHEDULE B: INTERPRETATION AND DEFINITIONS**

### **B1 INTERPRETATION**

#### **B1.1 In this Notice:**

- a. “we”, “us” and “our” means the relevant District Health Board from within whose geographical area (as defined in Schedule 1 of the Act) you are providing Services;
- b. “you” and “your” means an Oral Health Provider claiming payment under this Notice;
- c. “both of us”, “each of us”, “either of us” and “neither of us” refers to both the parties and, where necessary, includes our predecessors;
- d. terms given a defined meaning in this Notice have that meaning;
- e. where the context permits, words referring to the singular are to include the plural and the reverse;
- f. any reference to any of the parties includes that party’s board, board members, employees, agents, executors, or administrators, or, if a company, its successors;
- g. everything expressed or implied in this Notice which involves more than one person binds and benefits those persons jointly and severally;
- h. clause headings are for reference purposes only;
- i. a reference to a statute includes:
  - i. all regulations made under that statute that are in force;
  - ii. all amendments made to that statute that are in force; and
  - iii. any statute substituted for that statute;
- j. all periods of time exclude the days on which they are given and include the days on which they expire; and
- k. all references to “including” are to be read as “including without limitation”.

### **B2 DEFINITIONS**

#### **B2.1 In this Notice the following terms have the stated meanings:**

Term	Meaning
Act	The New Zealand Public Health and Disability Act 2000.
Advisory Committee	A committee established by us to advise on complaints or issues about claiming and performance under the Notice.
Complaints Body	<p>Any one of the following bodies who deal with complaints or other issues relating to the funding or provision of the Services under this Notice:</p> <ul style="list-style-type: none"> <li>a. a disciplinary tribunal established under the Dental Act 1988; or</li> <li>b. a Professional Conduct Committee established under the Health Practitioners Competence Assurance Bill when it becomes an enactment in force in New Zealand; or</li> <li>c. the Health and Disability Commissioner established under the Health and Disability Commissioner Act 1994; or</li> <li>d. the Health Practitioners Disciplinary Tribunal established under the Health Practitioners Competence Assurance Bill when it becomes an enactment in force in New Zealand; or</li> <li>e. the Occupational Safety and Health Service (a division of the Department of Labour) or any successor body; or</li> <li>f. an Advisory Committee set up by us under this Notice.</li> </ul>
Completion	The date on which you complete, in respect of each Patient, provision of the Services as more particularly described in Schedule F of this Notice.
Code of Consumers' Rights	The Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996.
Consult/Consultation	<p>Each of us agree to:</p> <ul style="list-style-type: none"> <li>a. fully state our proposals and views to the other and carefully consider each response to them;</li> <li>b. act in good faith and not predetermine any matter; and</li> <li>c. give the other adequate opportunity to consult any other interested party.</li> </ul> <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>



Crown	Her Majesty the Queen in right of her Government in New Zealand, all her Ministers and departments of State, including the Ministry.
DCNZ	The Dental Council of New Zealand established under the Dental Act 1988 or and includes any successor body.
Dental Officer of the District Health Board	A Dentist appointed to that position by us or a Dentist engaged, contracted or authorised to act on behalf of us.
Dentist	A dentist who is registered under the Dental Act 1988 or who is, or is deemed to be registered under the Health Practitioners Competence Assurance Bill when it becomes an enactment in force in New Zealand.
District Health Board	An organisation established by section 19 of the Act and as set out in Schedule 1 of the Act.
Eligible People	Has the same meaning as defined in section 6(1) of the Act and includes any equivalent direction issued under the Health and Disability Services Act 1993 which is continued in force by section 112(1) of the Act, so long as the direction remains in effect, and includes a person who meets the criteria set out in clause F6 of this Notice.
Eligible Person	Has a corresponding meaning to Eligible People.
General Dental Benefits	The oral health Services set out in Schedule F of this Notice.
LEADR	An Australasian, not-for-profit membership organisation formed in 1989 to serve the community by promoting and facilitating the use of consensual dispute resolution processes generally known as Alternative Dispute Resolution or ADR.
Ministry	The Ministry of Health (by whatever name known) and any successor department of state and includes the Minister of Health and Director-General of Health and any of his, her or their delegates.
NZDA	The New Zealand Dental Association Incorporated and includes any successor body.
Notice	This Notice between both of us for the funding and provision of the Services, and includes each Schedule to this Notice.
Operational Guidelines	The guidelines, as amended from time to time, entitled: "Health Funding Authority Southern Region, Dental Benefits Guideline Notes January 1998."

Oral Health Provider	A provider of oral health Services who has met the requirements set out in clause E2.1 and who has claimed payment.
Patient	Any Eligible Person who is designated under clause F6 to be an Eligible Person for the purposes of this Notice and where relevant for consent, includes the parent or guardian of that Patient.
Payment Agent	Our payment and reporting agent, Health Payments, Agreements and Compliance (HealthPAC), a business unit of the Ministry and includes any successor body.
Pharmaceutical Schedule	The Pharmaceutical Schedule published by the Pharmaceutical Management Agency (Pharmac) (the entity established pursuant to section 46 of the Act including any successor body).
Representative Body	A body or bodies that either we or Oral Health Providers consider to be representative of the interests of Oral Health Providers collectively.
Services	The Services as defined in Schedule F of this Notice.
Uncontrollable Event	An event which is beyond the reasonable control of either one of us but does not include: <ul style="list-style-type: none"> <li>a. any risk or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a reasonable risk management process; or</li> <li>b. a lack of funds for any reason.</li> </ul>
Working Day	A day on which your bank, our bank and our Payment Agent's bank are open for business.
Year	Means calendar year unless otherwise specified in this Notice.

### **B3 EXPLANATION OF MĀORI PRINCIPLES/TIKANGA**

Wairua	Spirit or spirituality	Recognition that the Māori view of spirituality is inextricably related to the wellbeing of the Māori consumer.
Aroha	Compassionate love	The unconditional acceptance that is the heart of care and support.

Turangawaewae	A place to stand	The place the person calls home, where their origins are. This must be identified for all Māori consumers who wish it.
Whanaungatanga	The extended family	Which takes responsibility for its members and must be informed of where its member is.
Tapu/Noa	Sacred/profane	The recognition of the cultural means of social control envisaged in tapu and noa, including its implications for practices in working with Māori consumers.
Mana	Authority, standing	Services must recognise the mana of Māori consumers.
Manaaki	To care for and show respect to	Services show respect for Māori values, traditions and aspirations.
Tangata Whenua	Hapu or iwi that holds mana whenua over an area	In relation to a particular area, means the hapu, or iwi, that is Māori and holds mana whenua or customary authority over that area.
Kawa	Protocol of the marae, land, iwi	Determines how things are done in various circumstances. Respect for kawa is very important. If the kawa is not known the tangata whenua should be consulted.

## **SCHEDULE C: GENERAL TERMS AND CONDITIONS**

### **C1 GOVERNMENT OBJECTIVES FOR ORAL HEALTH**

- C1.1 Oral health has been identified as a priority area in the New Zealand Health Strategy (NZHS). A key oral health policy goal is to:

*Improve, promote and protect the oral health of New Zealanders.*

- C1.2 Both of us agree to work together in order to further develop and implement this goal.

### **C2 TREATY OF WAITANGI**

- C2.1 The Treaty of Waitangi establishes the unique and special relationship between iwi Māori and the Crown. We consider the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which our internal organisation responds to Māori health issues. Therefore all providers, whose clientele may include Māori, will have policies practices and processes as part of their organisation to ensure that service delivery benefits its Māori clientele.

- C2.2 In providing the Services to Māori you agree to recognise the principles set out under the “*Explanation of Māori Principles/Tikanga*” in clause B3 of this Notice.

### **C3 RELATIONSHIP PRINCIPLE**

- C3.1 Both of us agree that the following principle will guide both of us in our dealings with each other in relation to the operation of this Notice:

*Both of us agree to foster a long-term co-operative and collaborative relationship to enable both of us to achieve our respective objectives efficiently and effectively.*

### **C4 PROVISION OF SERVICES**

- C4.1 Subject to clause D4.3, you agree to provide the Services as set out in Schedule F of this Notice and conduct your practice or business in a prompt, efficient, professional and ethical manner.

### **C5 PAYMENTS**

- C5.1 We agree to pay you for providing Services at the prices specified in Schedule G of this Notice.

C5.2 If we overpay you for providing the Services, as soon as you become aware of such overpayment, you agree to immediately notify us in writing of that overpayment. You agree to repay any overpayment to our Payment Agent within ten Working Days of:

- a. You notifying our Payment Agent under this clause C5.2; or
- b. Our Payment Agent notifying you of any overpayment that we become aware of, unless you can clearly demonstrate that it was not an overpayment.

If you do not repay the overpayment in accordance with this clause we may set off that amount against any amount that we owe you, provided that we give you 20 Working Days written notice of this.

C5.3 Where you owe us any amount under this Notice, including:

- a. In the case of overpayment under clause C5.2; and
- b. Where you are obliged to indemnify us under clause C13,

we may exercise our right of set-off as described in clause C5.2.

## **C6 INTEREST ON LATE PAYMENTS**

C6.1 Subject to clause C6.6, where we do not pay any amount due to you under this Notice within 23 Working Days of receipt of a valid claim by our Payment Agent, you may charge us default interest on the unpaid amount.

C6.2 Subject to clauses C6.1 and C6.3, interest will accrue on a daily basis from 20 Working Days of receipt of a valid claim by our Payment Agent.

C6.3 You agree not to charge default interest where the late payment under clause C6.1 is due to a query by us arising from a claim or claims. We will pay you within 20 Working Days of resolution of the query if the claim is valid. If we do not pay you within 23 Working Days of resolution you may charge us default interest in accordance with this clause C6.

C6.4 The default interest rate will be 2% per annum above the index lending rate charged by the Westpac Banking Corporation.

C6.5 Where you intend to claim default interest under clause C6.1 you will send us written notice of your intention to do so within 20 Working Days after the payment was due.

C6.6 This clause C6 does not apply to payments where we have exercised our right to set-off described in clause C5.2 and does not apply to amounts owed to you of \$50 or less.

C6.7 No default interest is payable under this Notice on claims received prior to the commencement of this Notice.

**C7 OTHER ARRANGEMENTS**

- C7.1 You agree not to enter into any contract or arrangement that will prejudice your ability to meet your obligations under this Notice.

**C8 TRANSFERRING YOUR RIGHTS AND OBLIGATIONS**

- C8.1 You may not transfer any of your rights or obligations and/or responsibilities under this Notice.

**C9 SUBCONTRACTING**

- C9.1 You may not subcontract any of your rights, obligations and/or responsibilities under this Notice.

**C10 RECORDS**

- C10.1 You agree to keep secure, legible, complete and accurate records of the Services you provide under this Notice for which you claim payment, and make them available to us or our auditors in accordance with our reasonable instructions. You agree that any information you submit to us or to be retained by you pertaining to this Notice will be able to be verified by audit.
- C10.2 You agree to take all care to ensure that in the event of ceasing to provide the Services, your records are properly preserved in accordance with the provisions of the Health (Retention of Health Information) Regulations 1996, and that they are also accessible to us.

**C11 FINANCIAL MANAGEMENT**

- C11.1 You agree to operate sound financial management systems and procedures.

**C12 INSURANCE**

- C12.1 You agree to effect and maintain such insurance, as we reasonably require from time to time in relation to performance of your obligations under this Notice.

**C13 INDEMNITY**

- C13.1 You indemnify us against all claims, damages, penalties, losses and costs (whether direct or indirect) which we incur as the result of your providing the Services or from your failure to comply with your obligations under this Notice.

**C14 NOTIFICATION OF PROBLEMS**

- C14.1 You agree to advise us promptly in writing of anything which may, or is likely to, materially reduce or affect your ability to provide the Services, including anything relating to any premises or equipment used by you or your key personnel, and anything which may have high media or public interest.
- C14.2 You agree to have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters or things covered by this clause C14, and you agree to provide us with full details of those plans if we request them.

**C15 PUBLIC STATEMENTS AND ADVERTISING**

- C15.1 Neither of us may, during or after this Notice, either directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other in good faith and in a co-operative and constructive manner.
- C15.2 You agree not to use our name or logo without our prior written consent and then only in accordance with our instructions.

**C16 DISPUTE RESOLUTION**

- C16.1 Subject to clause C16.2 and C16.3 below, if either of us has any dispute with the other in connection with this Notice, then:
- a. both of us agree to use our best endeavours to act in good faith to settle the dispute between us;
  - b. if the dispute is not settled by agreement between both of us within 30 days of the other party being notified of the dispute, then, unless both of us agree otherwise, either of us may (by written notice to the other) require that the dispute be submitted for mediation by a single mediator agreed by both of us, or if both of us cannot agree on a mediator, a mediator nominated by LEADR or if LEADR no longer exists or is unable to nominate a mediator, the president for the time being of the New Zealand Law Society. In the event of any such submission to mediation:
    - i. the mediator will not be deemed to be acting as an expert or an arbitrator;
    - ii. the mediator will determine the procedure and timetable for the mediation;
    - iii. the cost of the mediation will be shared equally between both of us (unless otherwise agreed);
  - c. neither of us will initiate any court proceedings during the dispute resolution process unless proceedings are necessary to preserve that party's rights; and

- d. both of us agree to continue to comply with all our obligations under this Notice until the dispute is resolved, but payments may be withheld to the extent that they are disputed.

C16.2 Clause C16.1 will not apply to any dispute:

- a. as to whether or not any person is an Eligible Person;
- b. concerning any negotiation in relation to a variation of this Notice under clause C19;
- c. directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs otherwise; or
- d. arising from a review of this Notice under clause A5.

C16.3 If we determine that a dispute under clause C16.1 is of general or national application, then we may choose to address that dispute with a Representative Body, in accordance with the same procedure as is set out in clause C16.1.

## **C17 OUR LIABILITY**

C17.1 We are not liable to you for any claims, damages, penalties, losses or any other costs you may incur in providing the Services.

## **C18 UNCONTROLLABLE EVENTS**

C18.1 Where either of us is affected by an Uncontrollable Event either party will not be in default under the terms and conditions of this Notice if the default is caused by that Uncontrollable Event. The party affected agrees to:

- a. promptly give written notice to the other specifying:
  - i. the cause and extent of that party's inability to perform any of that party's obligations; and
  - ii. the likely duration of the non-performance;
- b. in the meantime take all reasonable steps to remedy or reduce the impact of the Uncontrollable Event.

C18.2 Neither of us is obliged to settle any strike, lock-out or other employment disturbance.

C18.3 We both agree that performance of any obligation affected by an Uncontrollable Event will be resumed as soon as is reasonably possible after the Uncontrollable Event ends or its impact is reduced.

C18.4 If you are unable to provide any Services as a result of an Uncontrollable Event we may make alternative arrangements suitable to us after we Consult with you.



**C19 VARIATION OF THIS NOTICE**

C19.1 Subject to clause C19.3 this Notice may be varied by us using the following process:

- a. We will notify the NZDA (and other dental representative bodies if we consider it appropriate) in writing, of a proposal to vary this Notice.
- b. An initial meeting or teleconference will be held between us, the NZDA, (and other dental representative bodies if we consider it appropriate), to agree the timeframe and discuss the process for Consultation on the proposed change. Failing agreement, the timeframe will be 12 weeks.
- c. Within the applicable timeframe, we will hold meetings with the NZDA (and other dental representative bodies if we consider it appropriate) to take their views into account when we make a decision on the proposed change. The parties undertake to give priority to arranging meetings for this purpose.
- d. Following this Consultation, if we decide to vary this Notice, you will receive at least four weeks written notice of any variation.

C19.2 A proposal to vary this Notice may also be made by the NZDA, and other dental representative bodies as appropriate. The Consultation process in clause C19.1 will apply.

C19.3 We may vary the terms of this Notice to give effect, where applicable, to:

- a. any Ministerial direction or requirement under section 32 or 33 of the Act; or
- b. any obligations under a Crown funding agreement pursuant to section 10 of the Act; or
- c. comply with the requirements of the Public Finance Act 1989; or
- d. be consistent with any change in law;

by giving you six weeks written notice.

Where we intend to vary the terms of this Notice under this clause C19.3 we agree to endeavour to propose amendments that will have the least adverse impact, financial or otherwise, on Oral Health Providers while also giving effect to the relevant direction, obligation or change.

**C20 YOUR FAILURE TO MEET YOUR OBLIGATIONS**

C20.1 Where you have, in our opinion (such opinion based on reasonable grounds), committed a breach of your obligations under this Notice we may, unless such breach is due to an Uncontrollable Event:

- a. Withhold some or all of our payments to you until you have remedied the breach or until we are satisfied that you have taken appropriate steps to ensure that a breach of that nature will not happen again;
- b. Take action ourselves to remedy the breach, and recover the reasonable costs (including reasonable legal expenses if any) from you, including by deducting such costs and expenses from payments due under this Notice in accordance with clause C5.

C20.2 If there are serious concerns that the safety of Patients will be compromised by the continuation of your Services whilst a complaint process is resolved, your right to provide Services under this Notice may be suspended pending the outcome of the investigation.

C20.3 You may initiate dispute resolution under clause C16 in respect of any action taken by us under this clause C20, but we are not required to delay or suspend any such action while dispute resolution is proceeding.

## **C21 TERMINATION OF YOUR RIGHT TO PROVIDE SERVICES UNDER THIS NOTICE**

C21.1 You may withdraw from providing Services under this Notice at any time by giving us not less than four weeks written notification. Termination will not affect our rights where there has been a prior breach of this Notice by you, or your rights, where payment is outstanding.

C21.2 We may terminate your right to provide Services under this Notice where:

- a. you have breached the terms and conditions of this Notice and have not remedied the breach after being given reasonable opportunity by us to do so; or
- b. in our opinion (such opinion based on reasonable grounds), your conduct demonstrates an inability or unwillingness to meet the terms and conditions of this Notice.

In such situations, we will notify you in writing of our intention to terminate your right to provide Services under this Notice with our reasons for termination. You will have 20 Working Days from receipt of such notification to rectify any problems that may exist or to demonstrate to us that such problems do not exist. If at the end of the 20 Working Day period, we are not satisfied with the response from you we may give final Notice of 20 Working Days of termination of your right to provide Services under this Notice.

C21.3 Despite clause C21.1, we may terminate your right to provide Services under this Notice immediately on written notice to you when:

- a. you have not claimed payment under this Notice for a period of two years or more; or

- b. the Advisory Committee or other Complaints Body so recommends; or
- c. you are convicted of any dishonesty offence and in particular any dishonesty offence relating to any claim for payment for Services of the same or a similar nature to the Services provided pursuant to this Notice; or
- d. any material adverse finding is made against you by any Complaints Body.

C21.4 Your right to provide Services under this Notice will terminate immediately:

- a. in the event of your bankruptcy; or
- b. if you are a company and are placed in receivership or liquidation or are another type of entity and you become insolvent.

C21.5 Termination of your right to provide Services under this Notice will not affect:

- a. our rights, where there has been a prior breach of this Notice by you; or
- b. your rights, where payment is outstanding.

## **C22 TERMINATION OF THIS NOTICE**

C22.1 This Notice may be terminated in accordance with section 88(2) of the Act.

**SCHEDULE D: PROVIDER QUALITY SPECIFICATIONS (PQS)****D1 PROVIDER QUALITY SPECIFICATIONS APPLY TO ALL SERVICES**

- D1.1 You agree that your Services will comply with the provider quality specifications outlined in this Schedule, insofar as these are reasonably achievable within the amount of funding provided.
- D1.2 If you are unable to meet any of these provider quality specifications you agree to notify us in writing and identify the reasons for your inability to comply.

**D2 QUALITY IMPROVEMENT**

- D2.1 You agree to have systems and processes for the ongoing development of service quality.
- D2.2 You agree to have processes to bring the perspectives of Māori to the planning and development of your Services. These processes will be suited to the scope and location of the Services provided and their impact on Māori.

**D3 CONSUMER RIGHTS**

- D3.1 You agree that Services provided by you will meet all requirements of the Code of Consumers' Rights. This includes ensuring that the Code of Consumers' Rights is prominently displayed and copies are readily available to Patients using the Services.

**D4 ENTRY TO SERVICES**

- D4.1 You agree to ensure that access and eligibility criteria for the Services as stipulated in this Notice are met.
- D4.2 You agree to ensure that adequate and accurate information about the Services is available to referrers or Patients or potential Patients to facilitate Patient access to Services, including after-hours Services as applicable.
- D4.3 Where Patients are eligible for Services under this Notice and are declined, you agree to ensure that processes are in place to ensure the immediate safety of the Patient and others including:
- a. sufficient preliminary assessment to ensure that the Patient does not require the Service; and
  - b. advising the Patient and/or their family and/or whanau of alternative Services and if necessary formally referring the Patient to an alternative Oral Health Provider; and
  - c. advising the Patient of the reasons for declining to provide the Services.

**D5 SERVICE PROVISION**

- D5.1 You agree that Services will be provided in a timely, equitable and efficient manner to meet Patients' assessed needs.
- D5.2 You agree that your provision of the Services will reflect current good practice and be provided by sufficient numbers of suitably skilled and qualified personnel.
- D5.3 You agree that consumer records and related administrative processes will meet generally accepted professional standards in addition to any statutory or regulatory requirements.
- D5.4 You agree that you will have safe and timely referral and transfer practices.
- D5.5 You agree that you will maintain a range of linkages with and co-operate with other providers and community agencies to promote effective service delivery.

**D6 STAFF MANAGEMENT**

- D6.1 You agree to have staff management processes consistent with good human resource practice, including access to adequate supervision and training to ensure that personnel are and remain competent to meet the requirements of their positions and the appropriate supervision of trainees, volunteers and other such staff.
- D6.2 You agree to ensure that staff providing the Services are clearly identified to Patients.

**D7 FACILITIES**

- D7.1 You agree to ensure that at all times all buildings, plant and equipment are adequately maintained, fit for their purpose, maintained in safe working order and all legislative, regulatory and other relevant standards are met.

## **SCHEDULE E: BUSINESS RULES**

### **E1 REPORTING OF INFORMATION**

- E1.1 You agree to comply with the information requirements outlined in the service specifications contained in Schedule F of this Notice.
- E1.2 You agree that all information which you are required to provide under this Notice will:
- a. be submitted on the appropriate forms provided by us or our Payment Agent for the purpose or on any forms approved by us, including computer forms; and
  - b. be sent to our Payment Agent, at the location we advise to you from time to time, within the reporting times identified in the service specifications contained in Schedule F of this Notice. If you use computer forms, then you agree to send a duplicate copy to our Payment Agent.
- E1.3 The fees paid to you under this Notice include these information supply costs.

### **E2 CLAIMS FOR PAYMENT**

- E2.1 If you are not currently claiming for General Dental Benefits then before you can commence claiming for payment under this Notice you will complete an application form provided by us or our Payment Agent giving the necessary details to allow for payment. All the details in this clause E2.1 will be provided by you. These details are:
- a. your legal name and the name of a contact person in your organisation (if different from your legal name);
  - b. your physical address and your contact details, including postal address and phone numbers;
  - c. your bank account number and GST registration number; and
  - d. the name of the lead Dentist in your organisation (if different from your legal name) and his/her DCNZ registration number and year of graduation.

If you are currently claiming for General Dental Benefits you are deemed to have already met these requirements and will not be required to provide this information.

- E2.2 You may only claim payment for the provision of Services to a Patient.
- E2.3 All claims for payment should be made within three months from the date the Services to the Patient to which the claim relates, are completed. No claims for

payment will be accepted after 18 months from the date the Services to the Patient to which the claim relates, are provided.

E2.4 Payment for Services specified in this Notice will be made by direct credit to your nominated bank account, within 20 Working Days from the receipt of a valid claim by our Payment Agent.

E2.5 A claim for payment may not be approved for payment if:

- a. we have reason to believe that the information you have submitted for or in support of your claim is erroneous; or
- b. we have reason to believe that the Services you have provided are not in accordance with the service specifications contained in Schedule F of this Notice; or
- c. you have not obtained the necessary prior approval under clause G3.2 to provide the Services.

We agree to advise you in writing of the reasons for any non-approval of payment.

E2.6 You agree to sign and verify all claims for payment made by you and you agree to certify that:

- a. the Services for which payment is claimed, have been provided in accordance with the provisions of this Notice, and
- b. all information supporting the claim is true and correct in every respect.

E2.7 If you fail to comply with clause E2.6 or the reporting requirements set out in Schedule F and elsewhere in this Notice, we may at our discretion, withhold 10% of any payments owing to you until such requirements are met.

E2.8 You cannot claim payment under any other contract, or notice, for the Services you provide under this Notice. You cannot claim payment under this Notice for the services you provide under any other contract or notice.

### **E3 NO CHARGES TO PATIENTS FOR SERVICES**

E3.1 The prices set out in Schedule G represent the full payment to be received by you for providing the relevant Services and you agree not to charge the Patient for any of the Services provided under this Notice.

### **E4 AUDITS GENERALLY**

E4.1 You agree to provide us and our authorised agents with access to:

- a. all records related to the provision of the Services;

- b. the premises where Services are performed;
- c. the premises where the records are kept;

and you agree to allow the auditors to interview any staff and Patients (including the guardian or caregiver of such Patients) to whom you provide Services, for the purposes of carrying out an audit of compliance with the terms of this Notice. Such access will usually be requested on at least 24 hours notice, or a shorter period on reasonable notice.

- E4.2 Our right to audit under this Notice continues after this Notice ends but only to the extent that it is relevant to the period during which this Notice was in force.
- E4.3 A report on the results of any audit instigated under this Notice will be forwarded to you.

## **E5 REASONS FOR INSTIGATING AN AUDIT**

- E5.1 For the purpose of ensuring that provisions of this Notice are met we, or our authorised agents, may perform an audit of your practice in circumstances where we have reason to believe or are made aware of:
  - a. that you may be in breach of your obligations under this Notice; or
  - b. any other complaint that, in our opinion, warrants enquiry.

## **E6 RANDOM AUDITS**

- E6.1 Each year we, or our authorised agents, will perform a number of random audits of Oral Health Providers. These audits may cover audits of claims or practices of Oral Health Providers or both. The selection of Oral Health Providers for these audits will be undertaken on a random basis. If you are chosen to participate in a random audit you agree to comply with the terms and conditions of this Schedule E.

## **E7 RECOVERY OF OVERPAYMENTS**

- E7.1 In the event that an audit identifies that a payment or payments have been inappropriately claimed and paid to you, then these payments may be recovered in accordance with clause C5.
- E7.2 We may seek to recover the costs of an audit that identifies payments have been inappropriately claimed by you.
- E7.3 We agree not to seek the recovery of costs where the inappropriate claiming is the result of occasional error, oversight or genuine mistake and the total amount inappropriately claimed is of minor consequence.



- E7.4 In the event that an audit identifies you have been under-claiming this will be noted in the audit report and you should seek approval from the approving Dental Officer of the District Health Board for reimbursement.

## **E8 OUTCOMES OF AN AUDIT**

- E8.1 If, as a result of an audit we have reason to believe that you have not met your obligations set out in this Notice, in addition to any other rights we have under this Notice, we may refer your case to a Complaints Body for investigation.
- E8.2 In addition to clause E8.1 we may require that you obtain the approval of the Dental Officer of the District Health Board, in every case, before claiming for payment for any Services outlined in this Notice.

## **E9 ADVISORY COMMITTEE**

- E9.1 We may use an Advisory Committee at any time to advise us on any complaints or issues regarding any aspect of this Notice, including any claiming or payment matters or any aspect of your performance of your obligations under this Notice or your delivery of the Services.
- E9.2 The Advisory Committee will comprise a chairperson appointed by us and an even number of members:
- a. half of whom are to be appointed by us or our agent from nominations made by DHBs and the Ministry, half of these members being Dentists; and
  - b. half of whom are Dentists who hold a current annual practising certificate and who are to be appointed by us or our agent from nominations made by the New Zealand Dental Association.
- E9.3 We agree to meet the costs of the Advisory Committee.
- E9.4 Any referral by us to an Advisory Committee is without prejudice to, and does not amount to a waiver of, any other right we have under this Notice. We may withdraw a matter from consideration by an Advisory Committee at any time if the matter becomes subject to an investigation by another Complaints Body or becomes the subject of court proceedings. We will consider any advice or recommendation of an Advisory Committee with an open mind but are not bound to follow any advice or recommendation given.
- E9.5 Where any complaint or dispute is referred to the Advisory Committee, both of us agree to assist the Advisory Committee in its enquiry by answering questions, providing information and otherwise. You agree to make available to the Advisory Committee any item which is material to the enquiry, whether or not that item is specifically requested by the Advisory Committee. Any requirement to make available the clinical records of a Patient will comply with the provisions of the Privacy Act 1993 and the Health Information Privacy Code 1994.

**E10 PHARMACEUTICALS**

E10.1 We will, through Pharmac, make available to you the Pharmaceutical Schedule. The Pharmaceutical Schedule sets out the terms and conditions under which pharmaceuticals are supplied to Patients and practitioners by us. You agree to comply with the terms and conditions of the Pharmaceutical Schedule.

E10.2 You agree that all prescriptions issued by you, whether electronic or hard copy will include the following details:

- a. referrer's type;
- b. referrer's DCNZ number;
- c. referrer's name;
- e. the date prescribed;
- f. the Patient's name and address;
- g. the Patient's National Health Index (NHI) number (where available);
- h. the Patient's date of birth (where no NHI number) and where the Patient is under 13 years of age;
- i. the Patient's gender (where no NHI number);
- j. the Patient's category;
- k. the Patient's community services card status;
- l. the Patient's high user health card status;
- m. the name of the pharmaceutical;
- n. the dose;
- o. the frequency of dose;
- p. the quantity or total days supply;
- q. any special instructions (if applicable);
- r. the referrer's signature.

E10.3 If we believe that you, as identified in an audit, have unnecessarily, inappropriately or excessively prescribed any pharmaceutical for any person we may, without prejudice to our other rights under this Notice, refer the matter to a Complaints Body to address and/or determine the matter. If the Complaints Body so recommends, we may require that you pay to us the amount of the cost or loss suffered by reason of the practice or matter investigated by the Complaints Body. We may deduct any such amounts against amounts that are currently or may become payable to you.

**E11 ENROLMENT REGISTERS**

E11.1 In order to become a Patient an Eligible Person must meet the criteria in clause F6 and must complete, accurately and in full, the enrolment form supplied by our Payment Agent. You must countersign this form and return the relevant section to our Payment Agent.

E11.2 You agree to enter each enrolled Patient on a register retained for this purpose by you.

E11.3 If you decide to remove a Patient from your register you agree to use reasonable endeavours to inform the Patient in writing. You agree to copy this written notice to our Payment Agent. This notice must include the Patient's name and date of birth.

E11.4 A Patient may at any time, in writing, request us to remove his or her name from your register. On receipt of such a request we will advise you that the Patient's name has been removed from your register.

**SCHEDULE F: SERVICE SPECIFICATION:****SERVICE SPECIFICATION  
GENERAL DENTAL BENEFITS****F1 DESCRIPTION OF THE SERVICES**

General Dental Benefits are detailed in clause F2 below and encompass a range of dental services to assist the maintenance of a functional natural dentition. They include chair-side education and some treatments for oral disease and the restoration of tooth tissue.

General Dental Benefits are closely related to but distinct from:

- a. child dental services (school dental services);
- b. Special Dental Benefits;
- c. hospital dental services; and
- d. emergency dental services for low income adults.

**F2 SERVICE COMPONENTS**

All Patients will receive one annual consultation per calendar year. Additional consultations may be approved on the basis of need.

Chair-side education should, at the first examination, include advice on brushing, flossing and the use of mouth guards, with any necessary follow-up at subsequent visits. All Patients should have a good understanding of these three areas.

All treatments should be scheduled within two months of the initial examination date of each yearly consultation.

All Patients leaving the Services will be actively encouraged to seek continuing oral health services from an oral health provider. At their final examination Oral Health Providers will re-iterate to a Patient the benefits of seeking regular oral health services and will also outline the possible consequences, both in terms of oral health status and cost, should the Patient choose not to seek oral health services.

Further definitions of particular treatments are outlined in the Operational Guidelines.

**F2.1 General Dental Benefits Not Requiring Prior Approval**

General Dental Benefits Not Requiring Prior Approval consist of a range of dental services that will be provided where required. These services may be provided without prior approval from a Dental Officer of the District Health Board.

The following Services will be purchased on a fee-for-service basis.

- a. Consultation with examination and prophylaxis (once in respect of each complete treatment period and including bitewing x-rays when required for diagnostic purposes);
- b. Emergency consultations in normal practice hours;
- c. Emergency consultations outside normal practice hours;
- d. Periapical radiographs where required (each film);
- e. One surface amalgam restorations in posterior teeth (including the anterior and posterior pit and all buccal, palatal and lingual fissure extensions of molars);
- f. Two surface (mesio-occlusal or distal-occlusal) restorations in posterior teeth;
- g. Three surface (mesio-occlusal-distal) restorations in posterior teeth;
- h. Complex coronal reconstructions in amalgam (including restoration of one or more cusps);
- i. Simple non-metallic restorations in anterior teeth and buccal surfaces of premolars;
- j. More than one surface non-metallic restorations in anterior teeth;
- k. Extractions (excluding extractions for orthodontic purposes) with local anaesthetic;
- l. Preparation and obturation of root canals in permanent teeth;
- m. Pulp removal and root fillings in deciduous teeth;
- n. Pulpotomy in deciduous teeth;
- o. Emergency Dressings;
- p. Re-cement inlay or crown.

## **F2.2 General Dental Benefits Requiring Prior Approval**

General Dental Benefits Requiring Prior Approval consist of a range of dental services that will be provided where required and with the prior approval of a Dental Officer of the District Health Board.

The following Services will be purchased on a fee-for-service basis:

- a. Minor surgical operations and other time based procedures;
- b. Calculus-scaling (not associated with routine prophylaxis);
- c. Acrylic partial dentures;
- d. Lingual bar;
- e. Precision-cast metal partial dentures;
- f. Gold inlay (MI, DI or incisal);
- g. Gold inlay (MID);
- h. Facing for inlay;
- i. Stainless steel crowns;
- j. Acrylic jacket crowns;
- k. Porcelain-bonded-to-metal-crown;
- l. Full coverage composite crowns;
- m. Three-quarter composite crowns;
- n. Porcelain jacket crowns;
- o. Cast post and core;
- p. Stainless steel post;
- q. Preformed post and core;

- r. Porcelain veneer;
- s. Labial composite veneers;
- t. Multiple extractions of permanent teeth;
- u. Panoramic radiographs;
- v. Occlusal radiographs;
- w. Second consultation (where approved).

### **F3 LOCATION AND SETTING**

General Dental Benefits will be provided in a dental facility that complies with the following conditions at all times:

- a. All buildings, plant and equipment are adequately maintained, fit for their purpose and maintained in safe working order. Legislative, regulatory and other relevant standards are met;
- b. All equipment and supplies, required to provide General Dental Benefits, are readily available, including necessary arrangements for the management of emergencies;
- c. Safety and emergency equipment and information is clearly displayed and accessible;
- d. Legislative and regulatory standards for accessible facilities are met.

### **F4 LINKAGES WITH OTHER SERVICES**

Oral Health Providers are required to demonstrate effective links with the following services:

- a. the local school dental service;
- b. the local hospital dental services;
- c. dental professional organisations where appropriate (e.g. DCNZ, NZDA, New Zealand Māori Dental Association);
- d. consumer advocacy services, including Māori advocacy services;
- e. any service funded by us to coordinate and increase access to subsidised dental care for adolescents.

### **F5 MĀORI HEALTH REQUIREMENTS**

Oral Health Providers will note that oral health is a Government Māori health gain priority area.

### **F6 ELIGIBILITY CRITERIA**

Eligible People, who are adolescents under the age of 18 years and who are not eligible for enrolment with a child oral health provider (e.g. at a school dental clinic) and who are not receiving treatment under the adolescent oral health services agreement, may enrol for General Dental Benefits.

Eligibility for General Dental Benefits ceases on an Eligible Person's 18<sup>th</sup> Birthday.

## **F7 EXCLUSIONS**

The following treatments or services are not available under this Notice as General Dental Benefits:

- a. dental services for children (age 0 to Year 8 schooling); or
- b. adolescents requiring treatment beyond the scope of practice of the Oral Health Provider. These Patients will be referred to an appropriate provider, who will have a contract with the relevant funder, and can undertake the necessary treatment (e.g. hospital dental department); or
- c. orthodontic treatment; or
- d. Patients who are eligible for treatment funded by Accident Compensation Corporation (ACC). If a Patient's required treatment is due to an accident, which is covered by ACC, then the Patient must register the accident with the ACC.

## **F8 SERVICE SPECIFIC QUALITY REQUIREMENTS**

The following service specific quality requirements will apply to General Dental Benefits:

- a. Oral Health Providers will keep clinical records containing sufficient documentation to clearly demonstrate all Services provided to individual Patients. This will include:
  - i. records relating to informed consent, medical history, referral and follow-up processes;
  - ii. health education provided for individual Patients;
  - iii. Patient recalls including appointments not attended;
  - iv. results of special tests, including biopsy and laser diagnostic aids;
  - v. as required by individual Patients, radiographs of satisfactory quality to:
    - demonstrate sufficient definition in the radiograph to distinguish and identify any disease process;
    - show radiographic detail as would be expected in a radiograph;
- b. Oral Health Providers will provide to all Patients the Services to which the Patients are reasonably entitled under this Schedule F. Oral Health Providers will not provide an unduly large number of Services to a Patient. Services provided should be based on Patient need and aligned to recognised good practice within dentistry.

- c. Oral Health Providers will establish a system for identification of high risk Patients using the guideline below:
  - i. high risk Patients are those who require 6-monthly recall and who:
    - have a DMFT (decayed, missing, filled teeth) score of 10 or more at the time of enrolment; and/or
    - have had five or more restorations in the past 12 months; or
    - have special circumstances approved by a Dental Officer of a DHB.
  - ii. Patients placed on the high-risk category should be re-assessed annually to evaluate their continuing need for 6-monthly recall.
- d. Oral Health Providers will comply with all quality guidelines and codes of practice developed by DCNZ and NZDA.

## **F9 INFORMATION AND REPORTING REQUIREMENTS**

- a. Oral Health Providers will provide enrolment information on your Patients by complying with and completing enrolment forms issued by our Payment Agent.
- b. Oral Health Providers will provide service delivery information by complying with and completing the claim forms issued by our Payment Agent.
- c. Oral Health Providers will record the number of decayed, missing and filled teeth for all Patients at their examination immediately prior to their 16<sup>th</sup> birthday and report this information to us annually in accordance with our instructions.

## **F10 OPERATIONAL GUIDELINES**

District Health Boards or their Payment Agent will provide Oral Health Providers with a copy of the Operational Guidelines. These Guidelines provide guidance to Oral Health Providers in setting out the standard definitions of treatments that will be used when interpreting the provision of Services and auditing an Oral Health Provider.

## SCHEDULE G: SERVICE PRICING

### G1 GEOGRAPHICAL AREAS

- G1.1 You agree to only claim payment from us for Services provided within the geographical areas for which we are responsible as specified in Schedule 1 to the Act, whether or not a Patient is resident within our geographical area.
- G1.2 If you provide Services from a facility located in another District Health Board's geographical areas, then you agree not to claim for payment from us. Instead, it will be your responsibility to claim for payment from the relevant District Health Board.

### G2 SCHEDULE OF PRICES FOR GENERAL DENTAL BENEFITS NOT REQUIRING PRIOR APPROVAL

- G2.1 The payments you will receive, per service provided, for the Services referred to in clause F2.1 are as follows:

Item	Price (GST excl.)
Consultation with examination and prophylaxis (once in respect of each complete treatment period and including bitewing x-rays when required for diagnostic purposes)	\$34.98
Emergency consultation in normal practice hours	\$16.09
Emergency consultation outside normal practice hours	\$32.09
Periapical radiograph where required (each film)	\$7.41
One surface amalgam restoration in posterior teeth (including the anterior and posterior pit and all buccal, palatal and lingual fissure extensions of molars);	\$22.02
Two surface (mesio-occlusal or distal-occlusal) restoration in posterior teeth	\$32.19
Three surface (mesio-occlusal-distal) restoration in posterior teeth	\$39.60
Complex coronal reconstruction in amalgam (including restoration of 1 or more cusps)	\$58.80
Simple non-metallic restoration in anterior teeth and buccal surfaces of premolars	\$29.32
More than one surface non-metallic restoration in anterior teeth	\$43.98
Extraction of a single permanent tooth or deciduous quadrant (excluding extractions for orthodontic purposes) with local anaesthetic	\$36.68
Subsequent extraction of a permanent tooth (maximum 4 teeth) or deciduous quadrant (excluding extractions for orthodontic purposes)	\$18.39
Preparation and obturation of a root canal in a permanent tooth (per canal treated)	\$109.96
Pulp removal and root filling in a deciduous tooth (maximum fee per deciduous tooth treated)	\$87.96
Pulpotomy in a deciduous tooth	\$56.42
Emergency dressing	\$20.88
Re-cement inlay or crown	\$10.12



G2.2 Payment for these Services will be based on the information reported by you as required by clause E1.2.

### **G3 SCHEDULE OF PRICES FOR GENERAL DENTAL BENEFITS REQUIRING PRIOR APPROVAL**

G3.1 The payments you will receive, per service provided, for the Services referred to in clause F2.2 are as follows:

<b>Item</b>	<b>Price (GST excl.)</b>
Minor surgical operation or other time based procedure (each half hour or part thereof)	\$47.44
Calculus-scaling (not associated with routine prophylaxis)	\$24.35
Acrylic partial denture	\$250.00
Acrylic partial denture – each extra tooth	\$28.89
Acrylic partial denture – each clasp	\$15.00
1 lingual bar	\$14.88
Precision-cast metal partial denture	\$575.00
Precision-cast metal partial denture – each extra tooth	\$28.85
Gold inlay (MI, DI or incisal)	\$170.71
Gold inlay (MID)	\$256.22
Facing for inlay	\$21.69
Stainless steel crown	\$51.44
Acrylic jacket crown	\$298.14
Porcelain-bonded-to-metal-crown	\$512.17
Full coverage composite crown	\$96.76
Three-quarter composite crown	\$64.53
Porcelain jacket crown	\$426.82
Cast post and core	\$127.39
Stainless steel post	\$45.16
Preformed post and core	\$73.33
Labial composite veneer	\$53.78
Porcelain veneer	\$299.20
Multiple extractions of permanent teeth - extraction of more than 4 permanent teeth	\$105.64
Multiple extractions of permanent teeth - single jaw clearance	\$105.64
Multiple extractions of permanent teeth - extraction of more than 12 teeth involving both jaws	\$197.75
Panoramic radiograph	\$29.37
Occlusal radiograph	\$19.64
Second consultation (where approved)	\$22.89

G3.2 Payment for these Services will be based on the information reported by you as required by clause E1.2. These additional Services may only be provided with the prior approval of a Dental Officer of the District Health Board. Where the prior approval of a Dental Officer of the District Health Board is not sought but an application is made subsequently and not approved, then neither the Patient nor we will be liable to pay for those Services.

# ORAL HEALTH SERVICES

## Special Dental Benefits

This Notice is issued by all District Health Boards and is effective  
from 1<sup>st</sup> January 2004

**CONTENTS OF THIS NOTICE**

	<b>Page Number</b>
<b>Contents of this Notice</b>	4249
<b>Schedule A: Application and Term of this Notice</b>	4250
<b>Schedule B: Interpretation and Definitions</b>	4252
<b>Schedule C: General Terms and Conditions</b>	4257
<b>Schedule D: Provider Quality Specifications (PQS)</b>	4265
<b>Schedule E: Business Rules</b>	4267
<b>Schedule F: Service Specification – Special Dental Benefits</b>	4272
<b>Schedule G: Service Pricing</b>	4276

**ADVICE NOTICE TO ORAL HEALTH PROVIDERS UNDER  
SECTION 88 OF THE NEW ZEALAND PUBLIC HEALTH  
AND DISABILITY ACT 2000**

**SCHEDULE A: APPLICATION AND TERM OF THIS NOTICE**

**A1 PURPOSE**

- A1.1 This is a Notice issued by all District Health Boards, namely Auckland DHB, Bay of Plenty DHB, Canterbury DHB, Capital & Coast DHB, Counties Manukau DHB, Hawke's Bay DHB, Hutt DHB, Lakes DHB, MidCentral DHB, Nelson-Marlborough DHB, Northland DHB, Otago DHB, South Canterbury DHB, Southland DHB, Tairāwhiti DHB, Taranaki DHB, Waikato DHB, Wairarapa DHB, Waitemata DHB, West Coast DHB and Whanganui DHB, under section 88 of the New Zealand Public Health and Disability Act 2000 ("the Act").

This Notice sets out the terms and conditions for the provision of Special Dental Benefits. General Dental Benefits are not covered in terms of this Notice and a separate Notice is applicable to any services provided under General Dental Benefits.

- A1.2 This Notice consequentially revokes and replaces the four regional section 88 notices for Dental Benefits, namely:

- a. the Section 51 Advice Notice to Dentists issued by the Northern Regional Health Authority with effect from 1 July 1993;
- b. the Section 51 Advice Notice to Dentists issued by the Midland Regional Health Authority with effect from May 1996;
- c. the Section 51 Advice Notice to Dentists issued by the Central Regional Health Authority with effect from 1 July 1995; and
- d. the Section 51 Notice issued by the Southern Regional Health Authority with effect from 1 July 1993

(issued under section 51 of the Health and Disability Services Act 1993 and deemed to have been issued under section 88 of the New Zealand Public Health and Disability Act 2000) by means of which Dentists received payment for their services.

The purpose of this Notice is to introduce nationally consistent terms and conditions for Special Dental Benefits in New Zealand. This clause is included in fulfilment of section 89(5) of the Act.

- A1.3 When providing Special Dental Benefits, if you accept any payment under this Notice you are deemed by section 88 of the Act to be bound by the terms and conditions of this Notice. Before you may claim for payment you must comply with clause E2.1

**A2 DURATION OF THIS NOTICE**

- A2.1 This Notice will apply from 1<sup>st</sup> January 2004 and thereafter until further Notice from us.

**A3 OUR RESPONSIBILITIES**

- A3.1 We agree to pay you for the Services you provide to Patients under this Notice in accordance with the payment terms set out in Schedule G of this Notice.

**A4 YOUR RESPONSIBILITIES**

- A4.1 You agree to meet the provider quality specifications set out in Schedule D and comply with the further requirements in Schedule F when providing the Services under this Notice.
- A4.2 You may claim for the Services which you have provided in accordance with clause A4.1, at the prices specified in Schedule G.
- A4.3 You agree to comply with the business rules set out in Schedule E when providing Services under this Notice.

**A5 ANNUAL REVIEW**

- A5.1 Both of us will have a right, once every 12 months (in your case through a Representative Body), to raise issues relating to this Notice that either of us wishes to address in accordance with the following review process.
- A5.2 The initiating party will Consult the other party on any issues or proposals relating to or connected with this Notice for review for a period of 6 weeks following receipt of notification in writing of the issues or proposals from the initiating party. Any agreed outcome from the review process may result in either no further action being taken, or some administrative or other action being taken, or either party proposing a variation to this Notice under clause C19. Clause C16.1 will not apply to any dispute arising from a review of this Notice.
- A5.3 This review process is intended to be a review of a discrete number of issues. It is not to be a review of the Notice as a whole or whole parts of the Notice. We reserve the right to combine one or more issues notified to us by one or more Representative Bodies into a single review, and to prioritise those issues as resources permit and according to the degree of their national application.

## **SCHEDULE B: INTERPRETATION AND DEFINITIONS**

### **B1 INTERPRETATION**

#### **B1.1** In this Notice:

- a. “we”, “us” and “our” means the relevant District Health Board within whose geographical area (as defined in Schedule 1 of the Act) you are providing Services;
- b. “you” and “your” means an Oral Health Provider claiming payment under this Notice;
- c. “both of us”, “each of us”, “either of us” and “neither of us” refers to both the parties and, where necessary, includes our predecessors;
- d. terms given a defined meaning in this Notice have that meaning;
- e. where the context permits, words referring to the singular are to include the plural and the reverse;
- f. any reference to any of the parties includes that party’s board, board members, employees, agents, executors, administrators, or, if a company, its successors;
- g. everything expressed or implied in this Notice which involves more than one person binds and benefits those persons jointly and severally;
- h. clause headings are for reference purposes only;
- i. a reference to a statute includes:
  - i. all regulations made under that statute that are in force;
  - ii. all amendments made to that statute that are in force; and
  - iii. any statute substituted for that statute;
- j. all periods of time exclude the days on which they are given and include the days on which they expire; and
- k. all references to “including” are to be read as “including without limitation”.

### **B2 DEFINITIONS**

#### **B2.1** In this Notice, the following terms have the stated meanings:

Term	Meaning
Act	The New Zealand Public Health and Disability Act 2000.
Advisory Committee	A committee established by us to advise on complaints or issues about claiming and performance under the Notice.
Complaints Body	<p>Any one of the following bodies who deal with complaints or other issues relating to the funding or provision of the Services under this Notice:</p> <ol style="list-style-type: none"> <li>disciplinary tribunal established under the Dental Act 1988; or</li> <li>Professional Conduct Committee established under the Health Practitioners Competence Assurance Bill when it becomes an enactment in force in New Zealand; or</li> <li>the Health and Disability Commissioner established under the Health and Disability Commissioner Act 1994; or</li> <li>the Health Practitioners Disciplinary Tribunal established under the Health Practitioners Competence Assurance Bill when it becomes an enactment in force in New Zealand; or</li> <li>the Occupational Safety and Health Service (a division of the Department of Labour) or any successor body; or</li> <li>an Advisory Committee set up by us under this Notice.</li> </ol>
Completion	The date on which you complete, in respect of each Patient, provision of the Services as more particularly described in Schedule F of this Notice.
Code of Consumers' Rights	The Health and Disability Commissioner (Code of Health and Disability Services Consumers' Rights) Regulations 1996.
Consult/Consultation	<p>Each of us agree to:</p> <ol style="list-style-type: none"> <li>fully state our proposals and views to the other and carefully consider each response to them;</li> <li>act in good faith and not predetermine any matter; and</li> <li>give the other adequate opportunity to consult any other interested party.</li> </ol> <p>The obligation of either of us to Consult will be discharged if the other refuses or fails to Consult.</p>

Crown	Her Majesty the Queen in right of her Government in New Zealand, all her Ministers and departments of State, including the Ministry.
DCNZ	The Dental Council of New Zealand established under the Dental Act 1988 and includes any successor body.
Dental Officer of the District Health Board	A Dentist appointed to that position by us or a Dentist engaged, contracted or authorised to act on behalf of us.
Dentist	A dentist who is registered under the Dental Act 1988 or who is, or is deemed to be registered under the Health Practitioners Competence Assurance Bill when it becomes an enactment in force in New Zealand.
District Health Board	An organisation established by section 19 of the Act and as set out in Schedule 1 of the Act.
Eligible People	Has the same meaning as defined in section 6(1) of the Act and includes any equivalent direction issued under the Health and Disability Services Act 1993 which is continued in force by section 112(1) of the Act, so long as the direction remains in effect and includes a person who meets the criteria set out in clause F6 of this Notice.
Eligible Person	Has a corresponding meaning to Eligible People.
LEADR	An Australasian, not-for-profit membership organisation formed in 1989 to serve the community by promoting and facilitating the use of consensual dispute resolution processes generally known as Alternative Dispute Resolution or ADR.
Ministry	The Ministry of Health (by whatever name known) and any successor department of state and includes the Minister of Health and Director-General of Health and any of his, her or their delegates.
NZDA	The New Zealand Dental Association Incorporated and includes any successor body.
Notice	This Notice between both of us for the funding and provision of the Services, and includes each Schedule to this Notice.
Operational Guidelines	The guidelines, as amended from time to time, entitled: "Dental Advice Notice Operational Guidelines Applicable to Section 88 Advice Notices for Special Dental Benefits."



Oral Health Provider	A provider of oral health Services who has met the requirements set out in clause E2.1 and who has claimed payment.
Patient	Any Eligible Person who is designated under clause F6 to be an Eligible Person for the purposes of this Notice and where relevant for consent, includes the parent or guardian of that Patient.
Payment Agent	Our payment and reporting agent, Health Payments, Agreements and Compliance (HealthPAC), a business unit of the Ministry and includes any successor body.
Pharmaceutical Schedule	The Pharmaceutical Schedule published by the Pharmaceutical Management Agency (Pharmac) (the entity established pursuant to section 46 of the Act including any successor body).
Representative Body	A body or bodies that either we or Oral Health Providers consider to be representative of the interests of Oral Health Providers collectively.
Services	The Services as defined in Schedule F of this Notice
Special Dental Benefits	The oral health Services set out in Schedule F of this Notice.
Uncontrollable Event	<p>An event which is beyond the reasonable control of either one of us but does not include:</p> <ul style="list-style-type: none"> <li>a. any risk or event which the person claiming could have prevented or overcome by taking reasonable care including having in place a reasonable risk management process; or</li> <li>b. a lack of funds for any reason.</li> </ul>
Working Day	A day on which your bank, our bank and our Payment Agent's bank are open for business.
Year	Means calendar year unless otherwise specified in this Notice.

### **B3 EXPLANATION OF MĀORI PRINCIPLES/TIKANGA**

Wairua	Spirit or spirituality	Recognition that the Māori view of spirituality is inextricably related to the wellbeing of the Māori consumer.
--------	------------------------	---

Aroha	Compassionate love	The unconditional acceptance that is the heart of care and support.
Turangawaewae	A place to stand	The place the person calls home, where their origins are. This must be identified for all Māori consumers who wish it.
Whanaungatanga	The extended family	Which takes responsibility for its members and must be informed of where its member is.
Tapu/Noa	Sacred/profane	The recognition of the cultural means of social control envisaged in tapu and noa, including its implications for practices in working with Māori consumers.
Mana	Authority, standing	Services must recognise the mana of Māori consumers.
Manaaki	To care for and show respect to	Services show respect for Māori values, traditions and aspirations.
Tangata Whenua	Hapu or iwi that holds mana whenua over an area	In relation to a particular area, means the hapu, or iwi, that is Māori and holds mana whenua or customary authority over that area.
Kawa	Protocol of the marae, land, iwi	Determines how things are done in various circumstances. Respect for kawa is very important. If the kawa is not known the tangata whenua should be consulted.

## **SCHEDULE C: GENERAL TERMS AND CONDITIONS**

### **C1 GOVERNMENT OBJECTIVES FOR ORAL HEALTH**

- C1.1 Oral health has been identified as a priority area in the New Zealand Health Strategy (NZHS). A key oral health policy goal is to:

*Improve, promote and protect the oral health of New Zealanders.*

- C1.2 Both of us agree to work together in order to further develop and implement this goal.

### **C2 TREATY OF WAITANGI**

- C2.1 The Treaty of Waitangi establishes the unique and special relationship between iwi Māori and the Crown. We consider the Treaty of Waitangi principles of partnership, proactive protection of Māori health interests, co-operation and utmost good faith, to be implicit conditions of the nature in which our internal organisation responds to Māori health issues. Therefore all providers, whose clientele may include Māori, will have policies, practices and processes as part of their organisation to ensure that service delivery benefits its Māori clientele.

- C2.2 In providing the Services to Māori you agree to recognise the principles set out under the “*Explanation of Māori Principles/Tikanga*” in clause B3 of this Notice.

### **C3 RELATIONSHIP PRINCIPLE**

- C3.1 Both of us agree that the following principle will guide both of us in our dealings with each other in relation to the operation of this Notice:

*Both of us agree to foster a long-term co-operative and collaborative relationship to enable both of us to achieve our respective objectives efficiently and effectively.*

### **C4 PROVISION OF SERVICES**

- C4.1 Subject to clause D4.3, you agree to provide the Services as set out in Schedule F of this Notice and conduct your practice or business in a prompt, efficient, professional and ethical manner.

### **C5 PAYMENTS**

- C5.1 We agree to pay you for providing Services at the prices specified in Schedule G of this Notice.

C5.2 If we overpay you for providing the Services, as soon as you become aware of such overpayment you agree to immediately notify us in writing of that overpayment. You agree to repay any overpayment to our Payment Agent within ten Working Days of:

- a. You notifying our Payment Agent under this clause C5.2; or
- b. Our Payment Agent notifying you of any overpayment that we become aware of, unless you can clearly demonstrate that it was not an overpayment.

If you do not repay the overpayment in accordance with this clause we may set off that amount against any amount that we owe you, provided that we give you 20 Working Days written notice of this.

C5.3 Where you owe us any amount under this Notice, including:

- a. In the case of overpayment under clause C5.2; and
- b. Where you are obliged to indemnify us under clause C13,

we may exercise our right of set-off as described in clause C5.2.

## **C6 INTEREST ON LATE PAYMENTS**

C6.1 Subject to clause C6.6, where we do not pay any amount due to you under this Notice within 23 Working Days of receipt of a valid claim by our Payment Agent, you may charge us default interest on the unpaid amount.

C6.2 Subject to clauses C6.1 and C6.3, interest will accrue on a daily basis from 20 Working Days of receipt of a valid claim by our Payment Agent.

C6.3 You agree not to charge default interest where the late payment under clause C6.1 is due to a query by us arising from a claim or claims. We will pay you within 20 Working Days of resolution of the query if the claim is valid. If we do not pay you within 23 Working Days of resolution you may charge us default interest in accordance with this clause C6.

C6.4 The default interest rate will be 2% per annum above the index lending rate charged by the Westpac Banking Corporation.

C6.5 Where you intend to claim default interest under clause C6.1 you will send us written notice of your intention to do so within 20 Working Days after the payment was due.

C6.6 This clause C6 does not apply to payments where we have exercised our right to set-off under clause C5.3 and does not apply to amounts owed to you of \$50 or less.

C6.7 No default interest is payable under this Notice on claims received prior to the commencement of this Notice.

**C7 OTHER ARRANGEMENTS**

- C7.1 You agree not to enter into any contract or arrangement that will prejudice your ability to meet your obligations under this Notice.

**C8 TRANSFERRING YOUR RIGHTS AND OBLIGATIONS**

- C8.1 You may not transfer any of your rights or obligations and/or responsibilities under this Notice.

**C9 SUBCONTRACTING**

- C9.1 You may not subcontract any of your rights, obligations and/or responsibilities under this Notice.

**C10 RECORDS**

- C10.1 You agree to keep secure, legible, complete and accurate records of the Services you provide under this Notice for which you claim payment, and make them available to us or our auditors in accordance with our reasonable instructions. You agree that any information you submit to us or to be retained by you pertaining to this Notice will be able to be verified by audit.
- C10.2 You agree to take all care to ensure that in the event of ceasing to provide the Services, your records are properly preserved in accordance with the provisions of the Health (Retention of Health Information) Regulations 1996, and that they are also accessible to us.

**C11 FINANCIAL MANAGEMENT**

- C11.1 You agree to operate sound financial management systems and procedures.

**C12 INSURANCE**

- C12.1 You agree to effect and maintain such insurance, as we reasonably require from time to time in relation to performance of your obligations under this Notice.

**C13 INDEMNITY**

- C13.1 You indemnify us against all claims, damages, penalties, losses and costs (whether direct or indirect) which we incur as the result of your providing the Services or from your failure to comply with your obligations under this Notice.

**C14 NOTIFICATION OF PROBLEMS**

- C14.1 You agree to advise us promptly in writing of anything which may, or is likely to, materially reduce or affect your ability to provide the Services, including anything relating to any premises or equipment used by you or your key personnel, and anything which may have high media or public interest;
- C14.2 You agree to have in place realistic and reasonable risk management processes and contingency plans to enable you to continue to provide the Services on the occurrence of any of the matters or things covered by this clause C14, and you agree to provide us with full details of those plans if we request them.

**C15 PUBLIC STATEMENTS AND ADVERTISING**

- C15.1 Neither of us may, during or after this Notice, either directly or indirectly criticise the other publicly, without first fully discussing the matters of concern with the other in good faith and in a co-operative and constructive manner.
- C15.2 You agree not to use our name or logo without our prior written consent and then only in accordance with our instructions.

**C16 DISPUTE RESOLUTION**

- C16.1 Subject to clause C16.2 and C16.3 below, if either of us has any dispute with the other in connection with this Notice, then:
- a. both of us agree to use our best endeavours to act in good faith to settle the dispute between us;
  - b. if the dispute is not settled by agreement between both of us within 30 days of the other party being notified of the dispute, then, unless both of us agree otherwise, either of us may (by written notice to the other) require that the dispute be submitted for mediation by a single mediator agreed by both of us, or if both of us cannot agree on a mediator, a mediator nominated by LEADR or if LEADR no longer exists or is unable to nominate a mediator, the president for the time being of the New Zealand Law Society. In the event of any such submission to mediation:
    - i the mediator will not be deemed to be acting as an expert or an arbitrator;
    - ii the mediator will determine the procedure and timetable for the mediation;
    - iii the cost of the mediation will be shared equally between both of us (unless otherwise agreed);
  - c. neither of us will initiate any court proceedings during the dispute resolution process unless proceedings are necessary to preserve that party's rights; and

- d. both of us agree to continue to comply with all our obligations under this Notice until the dispute is resolved, but payments may be withheld to the extent that they are disputed.

C16.2 Clause C16.1 will not apply to any dispute:

- a. as to whether or not any person is an Eligible Person;
- b. concerning any negotiation in relation to a variation of this Notice under clause C19;
- c. directly or indirectly arising from any matter which has been referred to a Complaints Body unless the Complaints Body directs otherwise; or
- d. arising from a review of this Notice under clause A5.

C16.3 If we determine that a dispute under clause C16.1 is of general or national application, then we may choose to address that dispute with a Representative Body, in accordance with the same procedure as is set out in clause C16.1.

## **C17 OUR LIABILITY**

C17.1 We are not liable to you for any claims, damages, penalties, losses or any other costs you may incur in providing the Services.

## **C18 UNCONTROLLABLE EVENTS**

C18.1 Where either of us is affected by an Uncontrollable Event either party will not be in default under the terms and conditions of this Notice if the default is caused by that Uncontrollable Event. The party affected agrees to:

- a. promptly give written notice to the other specifying:
  - i. the cause and extent of that party's inability to perform any of that party's obligations; and
  - ii. the likely duration of the non-performance;
- b. in the meantime take all reasonable steps to remedy or reduce the impact of the Uncontrollable Event.

C18.2 Neither of us is obliged to settle any strike, lock-out or other employment disturbance.

C18.3 We both agree that performance of any obligation affected by an Uncontrollable Event will be resumed as soon as is reasonably possible after the Uncontrollable Event ends or its impact is reduced.

C18.4 If you are unable to provide any Services as a result of an Uncontrollable Event we may make alternative arrangements suitable to us after we Consult with you.

**C19 VARIATION OF THIS NOTICE**

C19.1 Subject to clause C19.3 this Notice may be varied by us using the following process:

- a. We will notify the NZDA (and other dental representative bodies if we consider it appropriate) in writing, of a proposal to vary this Notice.
- b. An initial meeting or teleconference will be held between us, the NZDA, (and other dental representative bodies if we consider it appropriate), to agree the timeframe and discuss the process for Consultation on the proposed change. Failing agreement, the timeframe will be 12 weeks.
- c. Within the applicable timeframe, we will hold meetings with the NZDA (and other dental representative bodies if we consider it appropriate) to take their views into account when we make a decision on the proposed change. The parties undertake to give priority to arranging meetings for this purpose.
- d. Following this Consultation, if we decide to vary this Notice, you will receive at least four weeks written notice of any variation.

C19.2 A proposal to vary this Notice may also be made by the NZDA, and other dental representative bodies as appropriate. The Consultation process in clause C19.1 will apply.

C19.3 We may vary the terms of this Notice to give effect, where applicable, to:

- a. any Ministerial direction or requirement under section 32 or 33 of the Act; or
- b. any obligations under a Crown funding agreement pursuant to section 10 of the Act; or
- c. comply with the requirements of the Public Finance Act 1989; or
- d. be consistent with any change in law;

by giving you six weeks written notice.

Where we intend to vary the terms of this Notice under this clause C19.3 we agree to endeavour to propose amendments that will have the least adverse impact, financial or otherwise, on Oral Health Providers while also giving effect to the relevant direction, obligation or change.

**C20 YOUR FAILURE TO MEET YOUR OBLIGATIONS**

C20.1 Where you have, in our opinion (such opinion based on reasonable grounds), committed a breach of your obligations under this Notice we may, unless such breach is due to an Uncontrollable Event:



- a. Withhold some or all of our payments to you until you have remedied the breach or until we are satisfied that you have taken appropriate steps to ensure that a breach of that nature will not happen again;
- b. Take action ourselves to remedy the breach, and recover the reasonable costs (including reasonable legal expenses if any) from you, including by deducting such costs and expenses from payments due under this Notice in accordance with clause C5.

C20.2 If there are serious concerns that the safety of Patients will be compromised by the continuation of your Services whilst a complaint process is resolved, your right to provide Services under this Notice may be suspended pending the outcome of the investigation.

C20.3 You may initiate dispute resolution under clause C16 in respect of any action taken by us under this clause C20, but we are not required to delay or suspend any such action while dispute resolution is proceeding.

## **C21 TERMINATION OF YOUR RIGHT TO PROVIDE SERVICES UNDER THIS NOTICE**

C21.1 You may withdraw from providing Services under this Notice at any time by giving us not less than four weeks written notification. Termination will not affect our rights where there has been a prior breach of this Notice by you, or your rights, where payment is outstanding.

C21.2 We may terminate your right to provide Services under this Notice where:

- a. you have breached the terms and conditions of this Notice and have not remedied the breach after being given reasonable opportunity by us to do so; or
- b. in our opinion (such opinion based on reasonable grounds), your conduct demonstrates an inability or unwillingness to meet the terms and conditions of this Notice.

In such situations, we will notify you in writing of our intention to terminate your right to provide Services under this Notice with our reasons for termination. You will have 20 Working Days from receipt of such notification to rectify any problems that may exist or to demonstrate to us that such problems do not exist. If at the end of the 20 Working Day period, we are not satisfied with the response from you we may give final Notice of 20 Working Days of termination of your right to provide Services under this Notice.

C21.3 Despite clause C21.1, we may terminate your right to provide Services under this Notice immediately on written notice to you when:

- a. you have not claimed payment under this Notice for a period of two years or more; or

- b. the Advisory Committee or other Complaints Body so recommends; or
- c. you are convicted of any dishonesty offence and in particular any dishonesty offence relating to any claim for payment for Services of the same or a similar nature to the Services provided pursuant to this Notice; or
- d. any material adverse finding is made against you by any Complaints Body.

C21.4 Your right to provide Services under this Notice will terminate immediately:

- a. in the event of your bankruptcy; or
- b. if you are a company and are placed in receivership or liquidation or are another type of entity and you become insolvent.

C21.5 Termination of your right to provide Services under this Notice will not affect:

- a. our rights, where there has been a prior breach of this Notice by you; or
- b. your rights, where payment is outstanding.

## **C22 TERMINATION OF THIS NOTICE**

C22.1 This Notice may be terminated in accordance with section 88(2) of the Act.

**SCHEDULE D: PROVIDER QUALITY SPECIFICATIONS (PQS)****D1 PROVIDER QUALITY SPECIFICATIONS APPLY TO ALL SERVICES**

- D1.1 You agree that your Services will comply with the provider quality specifications outlined in this Schedule, insofar as these are reasonably achievable within the amount of funding provided.
- D1.2 If you are unable to meet any of these provider quality specifications you agree to notify us in writing and identify the reasons for your inability to comply.

**D2 QUALITY IMPROVEMENT**

- D2.1 You agree to have systems and processes for the ongoing development of service quality.
- D2.2 You agree to have processes to bring the perspectives of Māori to the planning and development of your Services. These processes will be suited to the scope and location of the Services provided and their impact on Māori.

**D3 CONSUMER RIGHTS**

- D3.1 You agree that Services provided by you will meet all requirements of the Code of Consumers' Rights. This includes ensuring that the Code of Consumers' Rights is prominently displayed and copies are readily available to Patients using the Services.

**D4 ENTRY TO SERVICES**

- D4.1 You agree to ensure that access and eligibility criteria for the Services as stipulated in this Notice are met.
- D4.2 You agree to ensure that adequate and accurate information about the Services is available to referrers or Patients or potential Patients to facilitate Patient access to Services, including after-hours Services as applicable.
- D4.3 Where Patients are eligible for Services under this Notice and are declined, you agree to ensure that processes are in place to ensure the immediate safety of the Patient and others including:
- a. sufficient preliminary assessment to ensure that the Patient does not require the Service; and
  - b. advising the Patient and/or their family and/or whanau of alternative Services and if necessary formally referring the Patient to an Oral Health Provider; and
  - c. advising the Patient of the reasons for declining to provide the Services.

**D5 SERVICE PROVISION**

- D5.1 You agree that Services will be provided in a timely, equitable and efficient manner to meet Patients' assessed needs.
- D5.2 You agree that your provision of the Services will reflect current good practice and be provided by sufficient numbers of suitably skilled and qualified personnel.
- D5.3 You agree that consumer records and related administrative processes will meet generally accepted professional standards in addition to any statutory or regulatory requirements.
- D5.4 You agree that you will have safe and timely referral and transfer practices.
- D5.5 You agree that you will maintain a range of linkages with and co-operate with other providers and community agencies to promote effective service delivery.

**D6 STAFF MANAGEMENT**

- D6.1 You agree to have staff management processes consistent with good human resource practice, including access to adequate supervision and training to ensure that personnel are and remain competent to meet the requirements of their positions and the appropriate supervision of trainees, volunteers and other such staff.
- D6.2 You agree to ensure that staff providing the Services are clearly identified to Patients.

**D7 FACILITIES**

- D7.1 You agree to ensure that at all times all buildings, plant and equipment are adequately maintained, fit for their purpose, maintained in safe working order and all legislative, regulatory and other relevant standards are met.

## **SCHEDULE E: BUSINESS RULES**

### **E1 REPORTING OF INFORMATION**

- E1.1 You agree to comply with the information requirements outlined in the service specifications contained in Schedule F of this Notice.
- E1.2 You agree that all information which you are required to provide under this Notice will:
- a. be submitted on the appropriate forms provided by us or our Payment Agent for the purpose or on any forms approved by us, including computer forms; and
  - b. be sent to our Payment Agent, at the location we advise to you from time to time, within the reporting times identified in the service specifications contained in Schedule F of this Notice. If you use computer forms, then you agree to send a duplicate copy to our Payment Agent.
- E1.3 The fees paid to you under this Notice include these information supply costs.

### **E2 CLAIMS FOR PAYMENT**

- E2.1 If you are not currently claiming for Special Dental Benefits then before you can commence claiming for payment under this Notice you will complete an application form provided by us or our Payment Agent giving the necessary details to allow for payment. All the details in this clause E2.1 will be provided by you. These details are:
- a. your legal name and the name of a contact person in your organisation (if different from your legal name);
  - b. your physical address and your contact details, including postal address and phone numbers;
  - c. your bank account number and GST registration number; and
  - d. the name of the lead Dentist in your organisation (if different from your legal name) and his/her DCNZ registration number and year of graduation.

If you are currently claiming for Special Dental Benefits you are deemed to have already met these requirements and will not be required to provide this information.

- E2.2 You may only claim payment for the provision of Services to a Patient.
- E2.3 All claims for payment should be made within three months from the date the Services to the Patient to which the claim relates, are completed. No claims for

payment will be accepted after 18 months from the date the Services to the Patient to which the claim relates, are provided.

E2.4 Payment for Services specified in this Notice will be made by direct credit to your nominated bank account, within 20 Working Days from the receipt of a valid claim by our Payment Agent.

E2.5 A claim for payment may not be approved for payment if:

- a. we have reason to believe that the information you have submitted for or in support of your claim is erroneous; or
- b. we have reason to believe that the Services you have provided are not in accordance with the service specifications contained in Schedule F of this Notice; or
- c. you have not obtained the necessary prior approval under clause G3.2 to provide the Services,.

We agree to advise you in writing of the reasons for any non-approval of payment.

E2.6 You agree to sign and verify all claims for payment made by you and you agree to certify that:

- a. the Services for which payment is claimed, have been provided in accordance with the provisions of this Notice, and
- b. all information supporting the claim is true and correct in every respect.

E2.7 If you fail to comply with clause E2.6 or the reporting requirements set out in Schedule F and elsewhere in this Notice we may at our discretion, withhold 10% of any payments owing to you until such requirements are met.

E2.8 You cannot claim payment under any other contract, or Notice, for the Services you provide under this Notice. You cannot claim payment under this Notice for the services you provide under any other contract or notice.

### **E3 NO CHARGES TO PATIENTS FOR SERVICES**

E3.1 The prices set out in Schedule G represent the full payment to be received by you for providing the relevant Services and you agree not to charge the Patient for any of the Services provided under this Notice.

### **E4 AUDITS GENERALLY**

E4.1 You agree to provide us and our authorised agents with access to:

- a. all records related to the provision of the Services;

- b. the premises where Services are performed;
- c. the premises where the records are kept;

and you agree to allow the auditors to interview any staff and Patients (including the guardian or caregiver of such Patients) to whom you provide Services, for the purposes of carrying out an audit of compliance with the terms of this Notice. Such access will usually be requested on at least 24 hours notice, or a shorter period on reasonable notice.

- E4.2 Our right to audit under this Notice continues after this Notice ends but only to the extent that it is relevant to the period during which this Notice was in force.
- E4.3 A report on the results of any audit instigated under this Notice will be forwarded to you.

## **E5 REASONS FOR INSTIGATING AN AUDIT**

- E5.1 For the purpose of ensuring that provisions of this Notice are met we, or our authorised agent, may perform an audit of your practice in circumstances where we have reason to believe or are made aware of:
  - a. that you may be in breach of your obligations under this Notice; or
  - b. any other complaint that, in our opinion, warrants enquiry.

## **E6 RANDOM AUDITS**

- E6.1 Each year we, or our authorised agent, will perform a number of random audits of Oral Health Providers. These audits may cover audits of claims or practices of Oral Health Providers or both. The selection of Oral Health Providers for these audits will be undertaken on a random basis. If you are chosen to participate in a random audit you agree to comply with the terms and conditions of this Schedule E.

## **E7 RECOVERY OF OVERPAYMENTS**

- E7.1 In the event that an audit identifies that a payment or payments have been inappropriately claimed and paid to you, then these payments may be recovered in accordance with clause C5.
- E7.2 We may seek to recover the costs of an audit that identifies payments have been inappropriately claimed by you.
- E7.3 We agree not to seek the recovery of costs where the inappropriate claiming is the result of occasional error, oversight or genuine mistake and the total amount inappropriately claimed is of minor consequence.

- E7.4 In the event that an audit identifies you have been under-claiming this will be noted in the audit report and you should seek approval from the approving Dental Officer of the District Health Board for reimbursement.

## **E8 OUTCOMES OF AN AUDIT**

- E8.1 If, as a result of an audit we have reason to believe that you have not met your obligations set out in this Notice, in addition to any other rights we have under this Notice, we may refer your case to a Complaints Body for investigation.
- E8.2 In addition to clause E8.1 we may require that you obtain the approval of the Dental Officer of the District Health Board, in every case, before claiming for payment for any Services outlined in this Notice.

## **E9 ADVISORY COMMITTEE**

- E9.1 We may use an Advisory Committee at any time to advise us on any complaints or issues regarding any aspect of this Notice, including any claiming or payment matters or any aspect of your performance of your obligations under this Notice or your delivery of the Services.
- E9.2 The Advisory Committee will comprise a chairperson appointed by us and an even number of members:
- a. half of whom are to be appointed by us or our agent from nominations made by DHBs and the Ministry, half of these members being Dentists; and
  - b. half of whom are Dentists who hold a current annual practising certificate and who are to be appointed by us or our agent from nominations made by the NZDA.
- E9.3 We agree to meet the costs of the Advisory Committee.
- E9.4 Any referral by us to an Advisory Committee is without prejudice to, and does not amount to a waiver of, any other right we have under this Notice. We may withdraw a matter from consideration by an Advisory Committee at any time if the matter becomes subject to an investigation by another Complaints Body or becomes the subject of court proceeding. We will consider any advice or recommendation of an Advisory Committee with an open mind but are not bound to follow any advice or recommendation given.
- E9.5 Where any complaint or dispute is referred to the Advisory Committee, both of us agree to assist the Advisory Committee in its enquiry by answering questions, providing information and otherwise. You agree to make available to the Advisory Committee any item which is material to the enquiry, whether or not such an item is specifically requested by the Advisory Committee. Any requirement to make available the clinical records of a Patient will comply with the provisions of the Privacy Act 1993 and the Health Information Privacy Code 1994.



**E10 PHARMACEUTICALS**

E10.1 We will, through Pharmac, make available to you the Pharmaceutical Schedule. The Pharmaceutical Schedule sets out the terms and conditions under which pharmaceuticals are supplied to Patients and practitioners by us. You agree to comply with the terms and conditions of the Pharmaceutical Schedule.

E10.2 You agree that all prescriptions issued by you, whether electronic or hard copy will include the following details:

- a. referrer's type;
- b. referrer's DCNZ number;
- c. referrer's name;
- e. the date prescribed;
- f. the Patient's name and address;
- g. the Patient's National Health Index number (NHI) (where available);
- h. the Patient's date of birth (where no NHI number) and where the Patient is under 13 years of age;
- i. the Patient's gender (where no NHI number);
- j. the Patient's category;
- k. the Patient's community services card status;
- l. the Patient's high user health card status;
- m. the name of the pharmaceutical;
- n. the dose;
- o. the frequency of dose;
- p. the quantity or total days supply;
- q. any special instructions (if applicable);
- r. the referrer's signature.

E10.3 If we believe that you, as identified in an audit, have unnecessarily, inappropriately or excessively prescribed any pharmaceutical for any person we may, without prejudice to our other rights under this Notice, refer the matter to a Complaints Body to address and/or determine the matter. If the Complaints Body so recommends, we may require that you pay to us the amount of the cost or loss suffered by reason of the practice or matter investigated by the Complaints Body. We may deduct any such amounts against amounts that are currently or may become payable to you.

**SCHEDULE F: SERVICE SPECIFICATION:****SERVICE SPECIFICATION  
SPECIAL DENTAL BENEFITS****F1. DESCRIPTION OF THE SERVICE**

Special Dental Benefits are detailed in clause F2 below and encompass a range of dental services to assist the maintenance of a functional natural dentition. They include some treatments for oral disease and the restoration of tooth tissue that are beyond the scope of a dental therapist and some treatment for children and adolescents who cannot access their regular oral health provider.

Special Dental Benefits are closely related to but distinct from:

- a. child dental services (school dental services);
- b. adolescent dental services (e.g. General Dental Benefits);
- c. hospital dental services; and
- d. emergency dental services for low income adults.

**F2. SERVICE COMPONENTS****F2.1 Special Dental Benefits Not Requiring Prior Approval**

Special Dental Benefits Not Requiring Prior Approval consist of a range of dental services that will be provided where required. These services may be provided by you without prior approval from a Dental Officer of the District Health Board.

The following Services will be purchased on a fee-for-service basis.

- a. Initial oral consultation for school dental clinic patients referred for special dental benefits or for school dental clinic patients or adolescents who are not able to access their regular oral health provider in an emergency during normal practice hours;
- b. Emergency consultations outside normal practice hours;
- c. Periapical or bitewing radiographs where required (each film);
- d. One surface restorations in posterior teeth (including the anterior and posterior pit and all buccal, palatal and lingual fissure extensions of molars);
- e. Two surface (mesio-occlusal or distal-occlusal) restorations in posterior teeth;
- f. Three surface (mesio-occlusal-distal) restorations in posterior teeth;
- g. Complex coronal reconstructions in amalgam (including restoration of one or more cusps);
- h. Simple non-metallic restorations in anterior teeth and buccal surfaces of premolars;
- i. More than one surface non-metallic restorations in anterior teeth;

- j. Extractions (excluding extractions for orthodontic purposes) with local anaesthetic;
- k. Extractions (excluding extractions for orthodontic purposes) with general anaesthetic;
- l. Preparation and obturation of root canals in permanent teeth;
- m. Pulp removal and root fillings in deciduous teeth;
- n. Pulpotomy in deciduous teeth;
- o. Emergency dressings;
- p. Re-cement inlay or crown.

## **F2.2 Special Dental Benefits Requiring Prior Approval**

Special Dental Benefits Requiring Prior Approval consist of a range of dental services that will be provided where required and with the prior approval of a Dental Officer of the District Health Board.

The following Services will be purchased on a fee-for-service basis:

- a. Minor surgical operations and other time based procedures;
- b. Acrylic partial dentures;
- c. Stainless steel crowns;
- d. Acrylic jacket crowns;
- e. Complex reconstructions in composite resin;
- f. Cast post and core;
- g. Preformed post and core;
- h. Labial composite veneer;
- i. Panoramic radiographs;
- j. Occlusal radiographs;
- k. Dentures full upper or lower;
- l. Dentures upper and lower;
- m. Apexification.

Further definitions of particular treatments are outlined in the Operational Guidelines.

## **F3. LOCATION AND SETTING**

Special Dental Benefits will be provided by you in a dental facility that complies with the following conditions at all times:

- a. All buildings, plant and equipment are adequately maintained, fit for their purpose and maintained in safe working order. Legislative, regulatory and other relevant standards are met;
- b. All equipment and supplies, required to provide Special Dental Benefits, are readily available, including necessary arrangements for the management of emergencies;
- c. Safety and emergency equipment and information is clearly displayed and accessible;
- d. Legislative and regulatory standards for accessible facilities are met.

**F4. LINKAGES WITH OTHER SERVICES**

Oral Health Providers are required to demonstrate effective links with the following services:

- a. the local school dental service;
- b. the local hospital dental services;
- c. dental professional organisations where appropriate (e.g. DCNZ, NZDA, New Zealand Māori Dental Association);
- d. consumer advocacy services, including Māori advocacy services.

**F5. MĀORI HEALTH REQUIREMENTS**

Oral Health Providers will note that oral health is a Government Māori health gain priority area.

**F6. ELIGIBILITY CRITERIA**

Eligible People, as defined in clause B2.1, who meet the following criteria may access Special Dental Benefits:

- a. Children and adolescents under the age of 18 years who:
  - i. are enrolled with a school dental service and are referred to you by a dental therapist employed by the School Dental Service for the purpose of dental treatment that is beyond the scope of a dental therapist; or
  - ii. refer themselves to you for urgent treatment at times when they are not able to access the Oral Health Provider with whom they are enrolled; or
  - iii. refer themselves to you for urgent treatment when they are not enrolled with an Oral Health Provider.
- b. Eligibility for Special Dental Benefits ceases on an Eligible Persons' 18<sup>th</sup> birthday.

**F7. EXCLUSIONS**

The following treatments or services are not available under this Notice as Special Dental Benefits:

- a. dental services for children in year 8 schooling or younger that are within the scope of practice of a dental therapist, except at times where the child cannot access the local school dental service; or
- b. dental services for adolescents, except at times where they are not able to access the oral health provider with whom they are enrolled; or

- c. Patients requiring treatment beyond the scope of practice of the of the Dental Provider. These Patients will be referred to an appropriate provider, who will have a contract with the relevant funder, and can undertake the necessary treatment (e.g. hospital dental department); or
- d. orthodontic treatment; or
- e. Patients who are eligible for treatment funded by the Accident Compensation Corporation (ACC). If a Patient's required treatment is due to an accident, which is covered by ACC, then the Patient must register the accident with the ACC.

#### **F8. SERVICE SPECIFIC QUALITY REQUIREMENTS**

The following service specific quality requirements will apply to Special Dental Benefits:

- a. Oral Health Providers will keep clinical records containing sufficient documentation to clearly demonstrate all services provided to individual Patients. This will include but is not limited to:
  - i. records relating to informed consent, medical history, referral and follow-up processes;
  - ii. results of special tests, including biopsy and laser diagnostic aids;
  - iii. as required for individual Patients, radiographs of satisfactory quality to demonstrate sufficient definition in the radiograph to distinguish and identify any disease process and show radiographic detail as would be expected in a radiograph;
- b. Oral Health Providers will provide to all Patients the services to which the Patients are reasonably entitled under this Schedule F. Services provided should be based on Patient need and aligned to recognised good practice within dentistry.
- c. Oral Health Providers will comply with all quality guidelines and codes of practice developed by DCNZ and NZDA.

#### **F9 INFORMATION AND REPORTING REQUIREMENTS**

Oral Health Providers will provide Patient information and service delivery information by complying with and completing the claim forms issued by our Payment Agent.

#### **F10 OPERATIONAL GUIDELINES**

District Health Boards or their Payment Agent will provide Oral Health Providers with a copy of the Operational Guidelines. These Guidelines provide guidance to Oral Health Providers in setting out the standard definitions of treatments that will be used when interpreting the provision of Services and auditing a Dental Provider.

## SCHEDULE G: SERVICE PRICING

### G1 GEOGRAPHICAL AREAS

- G1.1 You agree to only claim payment from us for Services provided within the geographical areas for which we are responsible as specified in Schedule 1 to the Act, whether or not a Patient is resident within our geographical area.
- G1.2 If you provide Services from a facility located in another District Health Board's geographical areas, then you agree not to claim for payment from us. Instead, it will be your responsibility to claim for payment from the relevant District Health Board.

### G2 SCHEDULE OF PRICES FOR SPECIAL DENTAL BENEFITS NOT REQUIRING PRIOR APPROVAL

- G2.1 The payments you will receive, per service provided, for the Services referred to in clause F2.1 are as follows:

Item	Price (GST excl.)
Initial oral consultation for school dental clinic patients referred for Special Dental Benefits or for school dental clinic patients or adolescents who are not able to access their regular oral health provider in an emergency during normal practice hours	\$29.56
Emergency consultation outside normal practice hours	\$45.21
Periapical or bitewing radiograph where required	\$8.23
One surface restoration in posterior teeth (including the anterior and posterior pit and all buccal, palatal and lingual fissure extensions of molars)	\$43.16
Two surface (mesio-occlusal or distal-occlusal) restoration in posterior teeth	\$45.72
Three surface (mesio-occlusal-distal) restoration in posterior teeth	\$55.46
Complex coronal reconstruction in amalgam	\$69.86
Simple non-metallic restoration in anterior teeth	\$40.07
More than one surface non-metallic restoration in anterior teeth	\$55.99
Extraction of a single permanent tooth or deciduous quadrant (excluding extractions for orthodontic purposes) with local anaesthetic	\$48.80
Extraction of a single permanent tooth or deciduous quadrant (excluding extractions for orthodontic purposes) with general anaesthetic	\$73.20
Subsequent extraction of a permanent tooth (maximum 4 teeth) or deciduous quadrant (excluding extractions for orthodontic purposes)	\$24.14
Preparation and obturation of a root canal in a permanent tooth (per canal treated)	\$145.35
Pulp removal and root filling in a deciduous tooth (maximum fee per deciduous tooth treated)	\$117.13
Pulpotomy in a deciduous tooth	\$75.13
Emergency dressing	\$22.15
Re-cement inlay or crown	\$19.35

G2.2 Payment for these Services will be based on the information reported by you as required by clause E1.2.

### **G3 SCHEDULE OF PRICES FOR SPECIAL DENTAL BENEFITS REQUIRING PRIOR APPROVAL**

G3.1 The payments you will receive, per service provided, for the Services referred to in clause F2.2 are as follows:

<b>Item</b>	<b>Price (GST excl.)</b>
Minor surgical operation or other time based procedures (first half hour)	\$66.45
Minor surgical operation, periodontal treatment or other time based procedures (each additional quarter hour)	\$33.22
Acrylic partial denture	\$250.00
Acrylic partial denture – each extra tooth	\$28.89
Acrylic partial denture – each clasp	\$15.00
Stainless steel crown	\$54.03
Acrylic jacket crown	\$312.88
Complex reconstruction in composite resin	\$120.03
Cast post and core	\$133.30
Preformed post and core	\$77.47
Labial composite veneer	\$59.65
Panoramic radiograph	\$32.01
Occlusal radiograph	\$21.54
Denture full upper or lower	\$528.00
Dentures upper and lower	\$783.22
Apexification	\$117.13

G3.2 Payment for these Services will be based on the information reported by you as required by clause E1.2. These additional Services may only be provided with the prior approval of a Dental Officer of the District Health Board. Where the prior approval of a Dental Officer of the District Health Board is not sought but an application is made subsequently and not approved, then neither the Patient nor we will be liable to pay for those Services.