
CMS Manual System

Pub. 100-04 Medicare Claims Processing

Department of Health &
Human Services (DHHS)
Centers for Medicare &
Medicaid Services (CMS)

Transmittal 43

Date: DECEMBER 19, 2003

CHANGE REQUEST 3003

I. SUMMARY OF CHANGES: This instruction provides the criteria that must be followed in using the American Dental Association's (ADA's) Current Dental Terminology-Fourth Edition (CDT-4) Codes on Contractors' Web Sites and Other Electronic Media. The agreement and the subsequent amendments follow the format of the CMS/American Medical Association (AMA) Amendment. On August 18, 1999, the ADA and CMS entered into a license agreement regarding computer and print use of CDT-4. Additionally, the agreement was modified to provide for Internet and other electronic media use of CDT-4. (Other electronic media meaning disks, tapes, and CD-ROM.) The amendment was recently renegotiated with minor updates. The new effective date of the renegotiated amendment is October 22, 2003.

NEW/REVISED MATERIAL - EFFECTIVE DATE: October 22, 2003

***IMPLEMENTATION DATE: January 20, 2004**

Disclaimer for manual changes only: The revision date and transmittal number apply only to red italicized material. Any other material was previously published and remains unchanged.

II. CHANGES IN MANUAL INSTRUCTIONS:

(R = REVISED, N = NEW, D = DELETED)

R/N/D	CHAPTER/SECTION/SUBSECTION/TITLE
R	23/Table of Contents
R	23/20/20.7 – Use of the American Medical Association's (AMA's) Physicians' Current Procedural Terminology (CPT) Fourth Edition Codes, and Use of the American Dental Association's (ADA's) Current Dental Terminology-Fourth Edition (CDT-4) Codes on Contractors' Web Sites and Other Electronic Media.
N	23/20/20.7.7 – Reserved for Future Use
N	23/20/20.7.8 – Reserved for Future Use
N	23/20/20.7.9 – Reserved for Future Use
N	23/20/20.7.10 – Displaying Material with CDT-4 Codes
N	23/20/20.7.11 – Use of CDT-4 Nomenclature and Descriptors
N	23/20/20.7.12 – Required Notices
N	23/20/20.7.12.1 – ADA Copyright Notice
N	23/20/20.7.12.2 – Point and Click License, and Shrink Wrap License

N	23/20/20.7.13 – Exhibits for ADA-CMS Agreement
N	23/20/20.7.13.1 – Exhibit I – Samples of CDT-4 Nomenclature and Descriptors
N	23/20/20.7.13.2 – Exhibit II – Point and Click License
N	23/20/20.7.13.3 – Exhibit III – Shrink Wrap License

***III. FUNDING:**

These instructions should be implemented within your current operating budget.

IV. ATTACHMENTS:

X	Business Requirements
X	Manual Instruction
	Confidential Requirements
	One-Time Notification

***Medicare contractors only**

Attachment - Business Requirements

Pub. 100-04	Transmittal: 43	Date: December 19, 2003	Change Request 3003
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SUBJECT: Use of the American Dental Association's (ADA's) Current Dental Terminology-Fourth Edition (CDT-4) Codes on Medicare Contractors' Web Sites and Other Electronic Media

I. GENERAL INFORMATION

A. Background: On August 18, 1999, the ADA and CMS entered into a license agreement regarding computer and print use of CDT-4. Additionally, the agreement was modified to provide for Internet and other electronic media use of CDT-4. (Other electronic media meaning disks, tapes, and CD-ROM.) The amendment was recently renegotiated with minor updates. The new effective date of the renegotiated amendment is October 22, 2003.

B. Policy: This instruction provides the criteria that must be followed in using CDT-4 codes on Medicare contractor Web sites and other electronic media. The agreement and the subsequent amendments follow the format of the CMS/American Medical Association (AMA) Amendment. The actual ADA/CMS License Agreement can be viewed by going to <http://www.cms.hhs.gov/contractors>.

The following is a summation of the criteria contained in the ADA/CMS amendments.

- The ADA has developed a publication entitled *Current Dental Terminology, fourth edition (CDT-4)*, for use in dental offices for purposes of keeping patient records, reporting procedures on patients, and processing dental insurance claims.
- The ADA owns all rights, title, and interest (including all copyrights and other intellectual property rights) in CDT-4. CMS, as a licensee of CDT-4, has no proprietary interest in CDT-4.
- CMS has agreed that in using CDT-4 codes, its entities must place the copyright notice on certain materials that contain CDT-4 and on certain printouts of CDT-4 nomenclature and descriptors. The copyright notice may not be removed or obscured. On any printouts containing a portion of CDT-4, the parts of CDT-4 must be identified as belonging to the ADA.

The following copyright notice shall appear on the screen or Web page including or immediately prior to the initial appearance or display of any CDT-4 codes:

Current Dental Terminology, fourth edition (CDT-4) (including procedure codes, definitions (descriptions) and other data) is copyrighted by the American Dental Association. © 2002 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.

The term of this license agreement shall begin on October 22, 2003, and continue until terminated by either party (ADA or CMS). Either party may terminate this License Agreement by providing 60 days prior written notice to the other party.

The grant of this license is being provided at no charge to CMS or its entities.

The ADA reserves the right to modify or change CDT-4 at any time.

The CMS entities have the authority to include CDT-4 codes, nomenclature, and descriptors on their Web sites, and electronic media in the following documents:

- Local medical review policies (LMRP);
- Bulletins/newsletters;
- CMS Manual System and billing instructions;
- Coverage and coding policies;
- Program Integrity bulletins and correspondence;
- Educational/training materials;
- Special mailings containing information that would otherwise be included in the aforementioned publications but, due to time constraints require expedited handling;
- Fee schedules;
- Program/policy handbooks or manuals; and
- Computer-based training materials.

The above types of documents should be designed to convey Medicare specific information to providers and others in the program and not CDT-4 coding advice. Documents should not be designed to substitute for the CDT-4 book with respect to CDT-4 codes, "nomenclature," "descriptors," notes, and/or guidelines for any user.

Document(s), when sent by entities to other Federal and State agencies, must include a statement advising the requesting agency that the documents contain CDT-4, which is copyrighted, and that use of CDT-4 is governed by a licensing agreement with the ADA.

Entities may use CDT-4 descriptors in the above identified documents, provided that use of the CDT-4 descriptors does not exceed 15 percent of the total number of CDT-4 descriptors in the defined Category of Service, e.g., Restorative. The 15 percent limitation on the use of CDT-4 descriptors shall not apply if the subsection of CDT-4 has less than 15 CDT-4 codes. There may be other circumstances where the ADA may waive the 15 percent rule. The ADA and CMS will address requests for waivers on a case-by-case basis. The ADA will respond in writing to any requests for waivers.

CDT-4 "nomenclature" is defined as CDT-4 five-character alphanumeric code numbers and abbreviated procedural descriptions which are typeset in bold in the ADA's CDT-4 Users Manual. CDT-4 "descriptors" are defined as CDT-4 five-character alphanumeric code numbers, nomenclature, and procedural descriptions that include the complete procedural description.

EXAMPLE: CDT-4 Code Nomenclature

D0102 Periodic oral evaluation

EXAMPLE: CDT-4 Code Descriptor

D0102 An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately.

For the purposes of calculating the amount of "use" of CDT-4 descriptors as permitted, each distinct document is evaluated separately.

Fee schedules can include CDT-4 codes and nomenclature but not CDT-4 descriptors.

See Exhibit I for examples of formats that can be used to display CDT-4 as directed in the Amendment.

When selected parts of CDT-4 are made available by CMS entities on Internet Web sites or electronic media, a "point and click" license must be used. This point and click license is similar to the one used when displaying the AMA CPT codes. Point and click license means a license that appears on a computer screen or Web page and includes a computer program or Web page mechanism that requires users to indicate whether they accept the terms of the license by pointing their cursor and signaling, by clicking, that they accept the terms of the license prior to access to CDT-4. An example of the point and click license is attached (see Exhibit II).

The point and click license must appear before initial access to any CDT-4 containing pages at the entities' Web site (i.e., before a section of bulletins or LMRPs) or prior to each document at the entity's option and before each file download containing CDT-4.

You must include a point and click license in any electronic media that you distribute to users outside of your organization if such electronic media contains any documentation that includes CDT-4. However, electronic media containing a limited number of CDT-4 codes (i.e., 6 CDT-4 codes) need not contain a point and click notice. As in the AMA/CMS Amendment, if you are unable to use a point and click license in electronic media that you distribute to users outside your organization, you may use a shrink-wrap license. An example of the shrink-wrap license is attached (see Exhibit III).

E-mail communications containing a limited reference to CDT-4 (e.g., 6 CDT-4 codes) need not contain the copyright notice.

The use of CDT-4 is authorized only for purposes related to participating in CMS programs. Organizations or entities that wish to use CDT-4 for other purposes must obtain a license agreement from the ADA. Distribution of materials containing CDT-4 codes or descriptions that are unrelated to CMS programs or incorporate CDT-4 into commercial products requires a separate license agreement with the ADA.

NOTE: The CMS Medicaid entities use CDT-4 codes more extensively than CMS Medicare contractors. However, since this agreement and its amendments apply to CMS entities, we wanted to make sure you are aware of the ADA criteria in using CDT-4 codes on your Web sites and in other electronic media.

C. Provider Education: None.

II. BUSINESS REQUIREMENTS

"Shall" denotes a mandatory requirement

"Should" denotes an optional requirement

Requirement #	Requirements	Responsibility
3003.1	The updated ADA copyright notice shall be used when publishing CDT-4 codes and descriptors, as described in section I.B. above.	Fiscal Intermediaries and Carriers
3003.2	A "POINT and CLICK" license shall be used for all forms of electronic media (information sent via e-mail, CD-ROM, Web site, tapes, disk, etc.) containing CDT-4 codes and descriptors. Viewers that wish to accept the conditions of the agreement shall click on I ACCEPT, and will be allowed to access and use the software. Those who do not choose to accept the conditions of the agreement shall click on I DO NOT ACCEPT, and exit from the computer screen.	Fiscal Intermediaries and Carriers
3003.3	Medicare contractors shall follow the criteria listed in the policy section (I.B.) of this instruction when using CDT-4 codes on their Web sites.	Fiscal Intermediaries and Carriers

III. SUPPORTING INFORMATION AND POSSIBLE DESIGN CONSIDERATIONS

A. Other Instructions:

X-Ref Requirement #	Instructions
3003.1 and 3003.2	See attached Exhibits I, II, and III.

B. Design Considerations:

X-Ref Requirement #	Recommendation for Medicare System Requirements
	N/A

C. Interfaces: N/A

D. Contractor Financial Reporting /Workload Impact: N/A

E. Dependencies: N/A

F. Testing Considerations: N/A

IV. SCHEDULE, CONTACTS, AND FUNDING

<p>Effective Date: October 22, 2003.</p> <p>Implementation Date: January 20, 2004.</p> <p>Pre-Implementation Contact(s): Kathleen Kersell (for carrier related questions) at 410-786-2033, or Nicole Atkins (for intermediary related questions) at 410-786-8278</p> <p>Post-Implementation Contact(s): The appropriate Regional Office.</p>	<p>These instructions should be implemented within your current operating budget.</p>
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Attachment

EXHIBIT I

Sample CDT-4 Descriptor in a Document

Guidelines for administering the dental benefit - Diagnostic Procedures

Clinical oral evaluations are covered diagnostic procedures that must be distinguished from preventive (e.g., dental prophylaxis) procedures. The following CDT procedure code is most common.

Periodic evaluation is an eligible procedure. Benefits are limited to twice annually for each covered member. The date of service should be the actual date of the examination.

* **D0120 Periodic oral evaluation**

An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This includes periodontal screening and may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately.

* The dental procedure code, nomenclature and descriptor above has been obtained, or appears verbatim, from the *Current Dental Terminology, fourth edition (CDT-4)*. CDT-4 (including procedure codes, definitions (descriptors), and other data) is copyrighted by the American Dental Association. © 2002 American Dental Association. All rights reserved. Applicable FARS/DFARS apply.

Sample CDT-4 Nomenclature In A Fee Schedule

Revised 2003 National Dental Diagnostic Procedures Fee Schedule

<u>* CDT-4 Code</u>	<u>* Nomenclature</u>	<u>Scheduled Amount</u>
D0120	Periodic oral evaluation	40
D0140	Limited oral evaluation-problem focused	50
D0150	Comprehensive oral evaluation-new or established patient	65
D0160	Detailed and extensive oral evaluation – problem focused, by report	100
D0210	Intraoral-complete series (including bitewings)	95
D0220	Intraoral – periapical first film	22
D0230	Intraoral – periapical each additional film	15
D0272	Bitewings – two films	35
D0274	Bitewings – four films	49

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EXHIBIT II

POINT AND CLICK LICENSE FOR USE OF “CURRENT DENTAL TERMINOLOGY”, FOURTH EDITION (“CDT-4”)

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THE LICENSE GRANTED HEREIN IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. BY CLICKING BELOW ON THE BUTTON LABELED “I ACCEPT”, YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREED TO ALL TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

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I ACCEPT

I DO NOT ACCEPT

TEXT FOR X:

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EXHIBIT III

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restrictions of DFARS 252.227-7015(b)(2) (June 1995) and/or subject to the restrictions of DFARS 227.7202-1(a) (June 1995) and DFARS 227.7202-3(a) (June 1995), as applicable for U.S. Department of Defense procurements and the limited rights restrictions of FAR 52.227-14 (June 1987) and/or subject to the restricted rights provisions of FAR 52.227-14 (June 1987) and FAR 52.227-19 (June 1987), as applicable, and any applicable agency FAR Supplements, for non-Department of Defense Federal procurements.

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Medicare Claims Processing Manual

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 - 60.4 - Process for Submitting Revisions to DMEPOS Fee Schedule to CMS
- 70 - Parenteral and Enteral Nutrition (PEN) Fee Schedule
 - 70.1 - Record Layout for PEN Fee Schedule
- 80 - Reasonable Charges as Basis for Carrier/DMERC Payments
 - 80.1 - Criteria for Determining Reasonable Charge
 - 80.2 - Updating Customary and Prevailing Charges
 - 80.3 - The Customary Charge
 - 80.3.1 - Calculating Customary Charge
 - 80.3.1.1 - Equity Adjustments in Customary Charge Screens
 - 80.3.2 - Customary Charge Profile
 - 80.4 - Prevailing Charge
 - 80.4.1 - Rounding of Reasonable Charge Calculation
 - 80.5 - Filling Gaps in Carrier Reasonable Charge Screens

80.5.1 - Use of Relative Value Scale and Conversion Factors for
Reasonable Charge Gap-Filling

80.6 - Inflation Indexed Charge (IIC) for Nonphysician Services

80.7 - Determination of Comparable Circumstances

80.8 - Applying Criteria for Reasonable Charge Determinations

80.8.1 - Waiver of Deductible and Coinsurance

90 - Inherent Reasonableness Used for Payment of Nonphysician Services

Addendum - MPFSDB Record Layouts

2001 File Layout

2002 File Layout

2003 File Layout

20.7 - Use of the American Medical Association's (AMA's) Physicians' Current Procedural Terminology (CPT) Fourth Edition Codes, *and Use of the American Dental Association's (ADA's) Current Dental Terminology-Fourth Edition (CDT-4) Codes*, on Contractors' Web Sites and Other Electronic Media

(Rev. 43, 12-19-03)

PM AB-00-126 (CR1415)

The CMS and the AMA signed an amendment to the original 1983 Agreement on CMS' use of CPT coding. This amendment covers the use of CPT codes, descriptions, and other materials on contractors' Web sites and in other electronic media. (For purposes of this manual, electronic media is defined as tapes, disk, or CD-ROM.).

On August 18, 1999, the ADA and CMS entered into a license agreement regarding computer and print use of CDT-4. Additionally, the agreement was modified to provide for Internet and other electronic media use of CDT-4. (Other electronic media meaning disks, tapes, and CD-ROM.) The amendment was recently renegotiated with minor updates. The new effective date of the renegotiated amendment is October 22, 2003.

Contractors must follow the requirements and guidelines below for any new or revised material used on the Web sites and electronic media.

20.7.7 – Reserved for Future Use

20.7.8 – Reserved for Future Use

20.7.9 – Reserved for Future Use

20.7.10 – Displaying Material With CDT-4 Codes

This section provides the criteria that must be followed in using CDT-4 codes on Medicare contractor Web sites and other electronic media. The agreement and the subsequent amendments follow the format of the CMS/American Medical Association (AMA) Amendment. The actual ADA/CMS License Agreement can be viewed by going to <http://www.cms.hhs.gov/contractors>.

The following is a summation of the criteria contained in the ADA/CMS amendments.

- The ADA has developed a publication entitled Current Dental Terminology, fourth edition (CDT-4), for use in dental offices for purposes of keeping patient records, reporting procedures on patients, and processing dental insurance claims.*
- The ADA owns all rights, title, and interest (including all copyrights and other intellectual property rights) in CDT-4. The CMS, as a licensee of CDT-4, has no proprietary interest in CDT-4.*
- The CMS has agreed that in using CDT-4 codes, its Entities must place the copyright notice on certain materials that contain CDT-4 and on certain printouts of CDT-4 nomenclature and descriptors. The copyright notice may not be removed or obscured. On any printouts containing a portion of CDT-4, the parts of CDT-4 must be identified as belonging to the ADA.*

The CMS entities have the authority to include CDT-4 codes, nomenclature, and descriptors on their web sites, and electronic media in the following documents:

- Local medical review policies (LMRP);*
- Bulletins/newsletters;*
- CMS Manual System and billing instructions;*
- Coverage and coding policies;*
- Program Integrity bulletins and correspondence;*
- Educational/training materials;*
- Special mailings containing information that would otherwise be included in the aforementioned publications but, due to time constraints require expedited handling;*
- Fee schedules;*
- Program/policy handbooks or manuals; and*
- Computer-based training materials.*

The above types of documents should be designed to convey Medicare specific information to providers and others in the program and not CDT-4 coding advice. Documents should not be designed to substitute for the CDT-4 book with respect to CDT-4 codes, "nomenclature," "descriptors," notes, and/or guidelines for any user.

Document(s), when sent by entities to other Federal and State agencies, must include a statement advising the requesting agency that the documents contain CDT-4, which is copyrighted, and that use of CDT-4 is governed by a licensing agreement with the ADA.

Entities may use CDT-4 descriptors in the above identified documents, provided that use of the CDT-4 descriptors does not exceed 15 percent of the total number of CDT-4 descriptors in the defined Category of Service, e.g., Restorative. The 15 percent limitation on the use of CDT-4 descriptors shall not apply if the subsection of CDT-4 has less than 15 CDT-4 codes. There may be other circumstances where the ADA may waive the 15 percent rule. The ADA and CMS will address requests for waivers on a case-by-case basis. The ADA will respond in writing to any requests for waivers.

The use of CDT-4 is authorized only for purposes related to participating in CMS programs. Organizations or entities that wish to use CDT-4 for other purposes must obtain a license agreement from the ADA. Distribution of materials containing CDT-4 codes or descriptions that are unrelated to CMS programs or incorporate CDT-4 into commercial products requires a separate license agreement with the ADA.

***NOTE:** CMS Medicaid entities use CDT-4 codes more extensively than CMS Medicare contractors. However, since this agreement and its amendments apply to CMS entities, we wanted to make sure you are aware of the ADA criteria in using CDT-4 codes on your Web sites and in other electronic media.*

20.7.11 – Use of CDT-4 Nomenclature and Descriptors

CDT-4 "nomenclature" is defined as CDT-4 five-character alphanumeric code numbers and abbreviated procedural descriptions which are typeset in bold in the ADA's CDT-4 Users Manual. CDT-4 "descriptors" are defined as CDT-4 five-character alphanumeric code numbers, nomenclature, and procedural descriptions that include the complete procedural description.

EXAMPLE: CDT-4 Code Nomenclature

D0102 Periodic oral evaluation

EXAMPLE: CDT-4 Code Descriptor

D0102 An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately.

For the purposes of calculating the amount of "use" of CDT-4 descriptors as permitted, each distinct document is evaluated separately.

Fee schedules can include CDT-4 codes and nomenclature but not CDT-4 descriptors.

See Exhibit I for examples of formats that can be used to display CDT-4 as directed in the Amendment.

20.7.12 – Required Notices

20.7.12.1 – ADA Copyright Notice

The following copyright notice shall appear on the screen or Web page including or immediately prior to the initial appearance or display of any CDT-4 codes:

*Current Dental Terminology, fourth edition (CDT-4) (including procedure codes, definitions (descriptions) and other data) is copyrighted by the American Dental Association. © 2002 American Dental Association. All rights reserved.
Applicable FARS/DFARS apply.*

The term of this license agreement shall begin on October 22, 2003, and continue until terminated by either party (ADA or CMS). Either party may terminate this License Agreement by providing 60 days prior written notice to the other party.

The grant of this license is being provided at no charge to CMS or its entities.

The ADA reserves the right to modify or change CDT-4 at any time.

20.7.12.2 – Point and Click License, and Shrink Wrap License

When selected parts of CDT-4 are made available by CMS Entities on Internet Web sites or electronic media, a "point and click" license must be used. This point and click license is similar to the one used when displaying the AMA CPT codes. Point and click license means a license that appears on a computer screen or Web page and includes a computer program or Web page mechanism that requires users to indicate whether they accept the terms of the license by pointing their cursor and signaling, by clicking, that they accept the terms of the license prior to access to CDT-4. An example of the point and click license is attached (see Exhibit II).

The point and click license must appear before initial access to any CDT-4 containing pages at the entities' Web site (i.e., before a section of bulletins or LMRPs) or prior to each document at the entity's option and before each file download containing CDT-4.

You must include a point and click license in any electronic media that you distribute to users outside of your organization if such electronic media contains any documentation that includes CDT-4. However, electronic media containing a limited number of CDT-4 codes (i.e., 6 CDT-4 codes) need not contain a point and click notice. As in the

AMA/CMS Amendment, if you are unable to use a point and click license in electronic media that you distribute to users outside your organization, you may use a shrink-wrap license. An example of the shrink-wrap license is attached (see Exhibit III).

E-mail communications containing a limited reference to CDT-4 (e.g., 6 CDT-4 codes) need not contain the copyright notice.

20.7.13 – Exhibits for ADA-CMS Agreement

20.7.13.1 – Exhibit I – Samples of CDT-4 Nomenclature and Descriptors

Sample CDT-4 Descriptor in a Document

Guidelines for administering the dental benefit - Diagnostic Procedures

Clinical oral evaluations are covered diagnostic procedures that must be distinguished from preventive (e.g., dental prophylaxis) procedures. The following CDT procedure code is most common.

Periodic evaluation is an eligible procedure. Benefits are limited to twice annually for each covered member. The date of service should be the actual date of the examination.

*** D0120 Periodic oral evaluation**

An evaluation performed on a patient of record to determine any changes in the patient's dental and medical health status since a previous comprehensive or periodic evaluation. This includes periodontal screening and may require interpretation of information acquired through additional diagnostic procedures. Report additional diagnostic procedures separately.

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Sample CDT-4 Nomenclature In A Fee Schedule

Revised 2003 National Dental Diagnostic Procedures Fee Schedule

<u>* CDT-4 Code</u>	<u>* Nomenclature</u>	<u>Scheduled Amount</u>
D0120	Periodic oral evaluation	40
D0140	Limited oral evaluation-problem focused	50
D0150	Comprehensive oral evaluation-new or established patient	65

D0160	Detailed and extensive oral evaluation – problem focused, by report	100
D0210	Intraoral-complete series (including bitewings)	95
D0220	Intraoral – periapical first film	22
D0230	Intraoral – periapical each additional film	15
D0272	Bitewings – two films	35
D0274	Bitewings – four films	49

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20.7.13.2 – Exhibit II – Point and Click License

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