

2019 Regular Session

SENATE BILL NO. 127

BY SENATOR LONG

Prefiled pursuant to Article III, Section 2(A)(4)(b)(i) of the Constitution of Louisiana.

DENTISTRY. Provides for a direct primary care agreement with a dental practice. (8/1/19)

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AN ACT

To enact R.S. 37:798, relative to direct primary care agreements with a dental practice; to provide definitions; to set forth the written requirements for direct primary care agreements with a dental practice; to provide that a direct primary care agreement does not constitute health or dental insurance; to provide for prohibited and authorized practices; to provide terms and conditions; and to provide for related matters.

Be it enacted by the Legislature of Louisiana:

Section 1. R.S. 37:798 is hereby enacted to read as follows:

§798. Direct primary care agreement with a dental practice

A. As used in this Section, the following words have the meanings ascribed to them unless the context requires otherwise:

(1) "Board" means the Louisiana State Board of Dentistry.

(2) "Dentist" means a person licensed to practice dentistry in this state.

(3) "Direct primary care agreement" means a written agreement between a direct dental practice and a patient or his or her legal representative whereby the direct dental practice agrees to provide dental services to the

1 patient for an agreed upon fee and period of time.

2 (4) "Direct dental practice" means a dentist or dental practice of a
3 dentist that charges a periodic fee for dental services and which does not bill a
4 third party, including any entity subject to regulation under Title 22 of the
5 Louisiana Revised Statutes of 1950, for any additional fee for services for
6 patients covered under a direct primary care agreement. The per visit charge
7 of the practice shall be less than the monthly equivalent of the periodic fee.

8 B. A direct primary care agreement that complies with the provisions of
9 this Section is not health or dental insurance and is not subject to the provisions
10 or regulations provided for under Title 22 of the Louisiana Revised Statutes of
11 1950.

12 C. A patient or legal representative shall not forfeit any insurance
13 benefits, Medicaid benefits, or Medicare benefits by purchasing healthcare
14 services or products outside the system.

15 D. A direct dental practice offering, marketing, selling, or entering into
16 a direct primary care agreement shall not be required to obtain a certificate of
17 authority or license other than to maintain a current license to practice
18 dentistry in this state.

19 E. To be considered a direct primary care agreement for the purposes
20 of this Section, the agreement shall satisfy all of the following:

21 (1) Be in writing.

22 (2) Be signed by a dentist, or agent of the dentist, and the patient, or his
23 or her legal representative.

24 (3) Allow either party to terminate the agreement upon written notice of
25 at least thirty days to the other party.

26 (4) Describe the scope of dental services that are covered by the periodic
27 fee.

28 (5) Specify the periodic fee and any additional fees outside of the periodic
29 fee for ongoing dental services.

1 (6) Specify the duration of the agreement and any automatic renewal
2 periods and require that no more than twelve months of the periodic fee be paid
3 in advance.

4 (7) Prominently state in writing that is conspicuously visible and in bold
5 font all of the following:

6 (a) The agreement does not constitute health or dental insurance under
7 the laws of this state.

8 (b) Patients insured by health insurance plans that are compliant with
9 the Patient Protection and Affordable Care Act may already have coverage for
10 pediatric dental benefits.

11 (c) Payments made by a patient for services rendered under a direct
12 primary care agreement may not count toward the patient's health insurance
13 deductibles and maximum out-of-pocket expenses.

14 (d) A patient is encouraged to consult with the patient's health insurance
15 plan before entering into the agreement and receiving care.

16 (8) Provide that, upon termination of the agreement by the patient, all
17 unearned fees are to be returned to the patient.

18 F. A direct dental practice may accept payment of periodic fees directly
19 or indirectly from third-parties. A direct dental practice may accept a periodic
20 fee paid by an employer on behalf of an employee who is a direct patient.
21 However, a dental practice shall not enter into a contract with an employer
22 relating to the direct primary care agreements between the direct dental
23 practice and employees of that employer other than to establish the timing and
24 method of the payment of the periodic fee by the employer.

25 G. A direct dental practice shall not decline to accept a new direct
26 primary care patient or discontinue care to an existing patient solely because of
27 a patient's health status, race, religion, national origin, the presence of any
28 sensory, mental or physical disability, education, or economic status. A direct
29 dental practice may decline to accept a patient if either:

1 (1) In the dentist's opinion, the patient's health condition is such that the
2 provider is unable to provide the appropriate level and type of dental services
3 the patient requires.

4 (2) The dental practice has reached its maximum capacity.

5 H. A direct dental practice may discontinue care for patients under the
6 direct primary care agreement under any of the following conditions:

7 (1) The patient fails to pay the periodic fee.

8 (2) The patient has performed an act of fraud concerning the direct
9 primary care agreement.

10 (3) The patient repeatedly fails to adhere to the recommended treatment
11 plan.

12 (4) The patient is abusive or presents an emotional or physical danger to
13 the staff or other patients of the dental practice.

14 (5) The direct dental practice discontinues operation as a dental practice.

15 I. A direct dental practice shall not:

16 (1) Enter into a participating provider contract with any health or dental
17 insurance issuer or with any health or dental insurance issuer's contractor or
18 subcontractor to provide healthcare or dental services through a direct
19 agreement except as set forth in Subsection J of this Section.

20 (2) Submit a claim for payment to any health or dental insurance issuer
21 or any health or dental insurance issuer's contractor or subcontractor for
22 healthcare or dental services provided to direct patients as covered by their
23 direct agreement.

24 (3) Pay for healthcare or dental services covered by a direct agreement
25 rendered to direct patients by providers other than the providers in the direct
26 practice or their employees, except as described in Subsection J of this Section.

27 J. A direct dental practice may:

28 (1) Enter into a participating provider contract with a health or dental
29 insurance issuer for purposes other than payment of claims for services

1 provided to direct patients through a direct agreement. Such dentists shall be
 2 subject to all other provisions of the participating provider contract applicable
 3 to participating providers.

4 (2) Pay for charges associated with:

5 (a) Dispensing, at no additional cost to the direct patient, of prescription
 6 drugs prescribed by the direct provider in accordance with state law and
 7 regulations promulgated by the board.

8 (b) Dental laboratory products ordered for a direct patient.

9 (3) Charge an additional fee to direct patients for supplies, medications,
 10 materials, and devices provided to direct patients that are specifically excluded
 11 under the agreement, provided the direct practice notifies the direct patient of
 12 the additional charge, prior to their administration or delivery.

13 K. The board may promulgate all rules and regulations that are
 14 necessary and proper to effectuate the provisions of this Section.

15 L. A violation of this Section shall constitute unprofessional conduct
 16 under R.S. 37:775 and result in sanctions by the board as authorized in this
 17 Chapter.

The original instrument and the following digest, which constitutes no part of the legislative instrument, were prepared by Morgan B. Robertson.

DIGEST

SB 127 Engrossed

2019 Regular Session

Long

Proposed law provides for a direct primary care agreement with a dental practice. Proposed law defines "board", "dentist", "direct primary care agreement", and "direct dental practice".

Proposed law stipulates that a direct primary care agreement with a dental practice is not health or dental insurance, that a patient shall not forfeit their insurance, Medicaid, or Medicare benefits by purchasing a direct primary care agreement and that a dentist entering into a direct primary agreement is not required to obtain a certificate of authority or license other than to maintain a current license to practice dentistry in this state.

Proposed law provides that a direct primary care agreement must be in writing; be signed by a dentist, or agent of the dentist, and the patient, or his or her legal representative; allow either party to terminate the agreement with 30-days written notice to the other party; describe the scope of the services to be covered by the fee; specify the periodic fee and any additional fees outside of the periodic fee; specify the duration of the agreement and any automatic renewal periods; require that no more than 12 months of the periodic fee be paid in advance; and, provide that upon termination of the agreement by the patient, all unearned fees are to be returned to the patient.

Proposed law provides that the following be prominently stated in writing in the agreement: the agreement does not constitute health or dental insurance; that a patient insured with the Patient Protection and Affordable Care Act may already have coverage for pediatric dental benefits; that payments made may not count toward a patient's health insurance deductibles and maximum out-of-pocket expenses; and, that a patient is encouraged to consult with their insurance plan before entering into the agreement and receiving care.

Proposed law allows a direct dental practice to accept payment of periodic fees for a direct primary care agreement directly or indirectly from third-parties, including employers.

Proposed law prohibits a direct dental practice from declining a new direct primary care patient or discontinuing service because of a patient's health status, race, religion, national origin, the presence of any sensory, mental or physical disability, education, or economic status. Proposed law allows a direct dental practice to refuse care if in the dentist's opinion, a patient's health condition is such that the provider is unable to provide the appropriate level or type of services or if the dental practice has reached maximum capacity. Proposed law allows a direct dental practice to discontinue care if a patient fails to pay the periodic fee, performs an act of fraud concerning the agreement, repeatedly fails to adhere to the recommended treatment plan, is abusive or presents a danger to the staff or other patients, or the direct dental practice discontinues operations.

Proposed law provides for prohibited and authorized practices.

Proposed law authorizes the board to promulgate rules and regulations to effectuate proposed law. Proposed law provides that violations of proposed law constitute unprofessional conduct under R.S. 37:775 and result in sanctions as authorized in present law.

Effective August 1, 2019.

(Adds R.S. 37:798)

Summary of Amendments Adopted by Senate

Committee Amendments Proposed by Senate Committee on Health and Welfare to the original bill

1. Adds prohibited and authorized practices.
2. Makes technical corrections.