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Testimony NFNA to L.D. 1800

An Act to Prohibit Health Care Entities Providing Dental Plans from Requiring Dentists to Charge Fees for Uncovered Services

May 6, 2025

Senator Bailey, Representative Mathieson, and Members of the Health Coverage, Insurance, and Financial Services Committee.

My name is Dan Demeritt, the Executive Director of the Maine Association of Health Plans. Insurance coverages offered or administered by our member plans provide access to care and better outcomes for many of the Mainers who receive coverage through an employer plan or the individual market.

The Maine Association of Health Plans is appearing neither-for-nor-against L.D. 1800 to learn more about the proposal. We also wish to share information about dental insurance and examples of how plan and provider agreements deliver value for members.

Consumers get more value and better outcomes when their health insurance plan negotiates with providers to establish reimbursement rates on covered services and special pricing on packages of services that may or may not be covered by the plan. Negotiated discounts for non-covered services is an additional benefit to our members.

Providers agree to join carrier networks and offer preferred pricing to gain market visibility, patient volume, and the financial stability that comes from a steadier stream of business.

Dental Insurance Differences

Special or packaged pricing is especially important because of the ways that dental insurance differs from medical and behavioral health insurance. The current State of Maine Employee Dental Plan has a \$1,500 per year coverage cap for services provided by a Participating Network Dentist (PPO) and limits on how frequently a service will be covered.

A comprehensive oral evaluation and comprehensive periodontal evaluation are a covered benefit once in a lifetime, for example. My testimony includes a copy of the Classes of Benefits and the Dental Benefits Summary sections from the state employee's Dental Plan Description.¹

¹ https://www.maine.gov/bhr/oeh/sites/maine.gov.bhr.oeh/files/inline-files/00601-00602_StateofMaineEmployeeDentalPlan_1CDPD.pdf p.9-13

Not Billable to the Eligible Person

The Coverage “A” *Exclusions and Limitations* in the included Dental Benefits Summary includes 24 procedures or services that are not payable by the plan or collectable from the eligible person from a participating dentist.

These 24 references are highlighted for your convenience in the Dental Benefits Summary and include:

- Oral evaluations for eligible persons under the age of three (3) when performed on the same date of service as a comprehensive evaluation.
- Pre-visit screenings.
- Payments for additional imaging performed within 30-days of a comprehensive series.
- Payments for less inclusive, same-day oral pathology laboratory services.

We are concerned that the provisions of L.D. 1800 would prevent health plan from securing these 24 different billing prohibitions in contract negotiations with providers.

Thank you for your consideration.



V. Classes of Benefits

Important - Eligible Persons shall be entitled to ONLY those Covered Benefits listed in the Dental Benefits Summary (see Section VI., beginning on page 10).

	State of Maine Employees PPO Network		Delta Dental Participating Network		Non-participating	
Coverage A	100%	} State of Maine Employees Table of Allowance	100%	} State of Maine Employees Table of Allowance	90%	} State of Maine Employees Table of Allowance
Coverage B	90%		80%		70%	
Posterior Composites	80%		70%		60%	
Coverage C	60%		50%		40%	
Calendar Year Maximum	\$1,500		\$1,250		\$900	
Coverage D	60%		50%		40%	
Life Maximum Coverage D	\$1,500		\$1,200		\$900	
Please refer to Section IV, No.4 for a description of how payments are determined or call Customer Service at 800-832-5700.						

VI. Dental Benefits Summary

Diagnostic & Preventive Benefits (Coverage A)

Diagnostic: Evaluation and radiographic images to determine required dental treatment.
Limited oral evaluation.

Oral Evaluation: two (2) times in a period of twelve (12) months. This can be a comprehensive or periodic evaluation provided by a specialist or a general Dentist.

Radiographic Images: Comprehensive series or panoramic image once in any period of five (5) years, bitewing images one (1) time in any period of twelve (12) months, images of individual teeth as necessary.

Brush biopsy - once in a twelve (12) month period.

Preventive: Specific procedures employed to prevent the occurrence of dental disease.

Cleaning (prophylaxis): two (2) times in any period of twelve 12 months (child cleaning through age thirteen (13); adult cleaning thereafter). This can be a routine prophylaxis or a full mouth debridement under Diagnostic and Preventive (Coverage A), or periodontal maintenance under Basic Benefits (Coverage B).

Fluoride treatment- one (1) time in any period of twelve (12) months to age nineteen (19).

Space Maintainers

Sealants.

NOTE: *As a participant in Northeast Delta Dental's Health through Oral Wellness' (HOW') program, you may be eligible for additional preventive benefits, subject to the annual maximum, deductible, co-insurance and/or co-pays and other standard policy provisions. These additional preventive benefits may include more frequent prophylaxis (cleanings), fluoride treatments, sealants, periodontal maintenance and full mouth debridement, and availability of caries susceptibility tests, oral hygiene instruction, nutritional counseling, and tobacco cessation counseling.*

Time limitations are measured from the date the services were most recently performed.

Coverage A Exclusions and Limitations:

- If the fee for a procedure or service is "Not Billable to the Eligible Person," it is not payable by the plan, nor collectable from the Eligible Person by a participating dentist. Participating dentists agree not to charge a separate fee.
- If the fee for a procedure or service is "Denied," it is not payable by the plan, but is chargeable to the Eligible Person as the procedure or service is not a benefit under the plan.
- 1. Oral evaluations of any kind are Not Billable to the Eligible Person if performed within ninety (90) days after periodontal surgery by the same Dentist/dental office.
- 2. Comprehensive oral evaluation and comprehensive periodontal evaluation are a covered benefit once in a lifetime (unless there is history of no care for three (3) years and is counted toward your oral evaluation benefits. Subsequent comprehensive oral evaluations are covered as a periodic oral evaluation and are subject to frequency limitations.
- 3. Detailed and extensive oral evaluations are a covered benefit once per Dentist/dental office and is counted toward your oral evaluation benefit. Comprehensive, detailed and extensive oral evaluations performed on children under the age of three (3) will be payable as an oral evaluation. The difference in fees is Not Billable to the Eligible Person.

4. Oral evaluations for Eligible Persons under age three (3), when performed on the same date of service by the same Dentist/dental office as a comprehensive evaluation, are Not Billable to the Eligible Person.
5. Pre-diagnostic services, such as a screening or an assessment of an Eligible Person, are covered benefits once in a period of twelve (12) months and crosscheck for time limitations. Payment for a screening or assessment are Not Billable to the Eligible Person if billed on the same date of service or billed with an oral evaluation.
6. Pre-visit screening of an Eligible Person is not a covered benefit. The fee for a pre-visit screening is Not Billable to the Eligible Person.
7. A panoramic radiographic image is a Covered Benefit once in a five (5) year period for Eligible Persons.
8. Benefits are limited to either a panoramic radiographic image or an intraoral comprehensive series radiographic images once in a period of five (5) years.
9. Payment for additional periapical, bitewing and/or occlusal radiographic images within a thirty (30) day period of a comprehensive series, unless there is evidence of trauma, is Not Billable to the Eligible Person.
10. Routine working and final treatment radiographic images taken for endodontic therapy by the same Dentist/dental office are considered a component of the complete treatment procedure and separate fees are Not Billable to the Eligible Person on the same date of service.
11. Bitewing images for children under the age of ten (10) are limited to two (2) bitewing images in a twelve (12) month period. Three (3) or more images will be covered as two (2) bitewing images and any difference in fees is Not Billable to the Eligible Person.
12. If the fee for bitewings, periapicals, intraoral occlusal and extraoral radiographic images is equal to or exceeds the fee for a comprehensive series, it is considered a comprehensive series for payment purposes and time limitations. Any fee in excess of the fee for the comprehensive series is Not Billable to the Eligible Person on the same date of service.
13. Intraoral tomosynthesis - comprehensive series, image capture only, received on the same day as an intraoral tomosynthesis comprehensive series by the same Dentist/dental office is Not Billable to the Eligible Person.
14. Intraoral tomosynthesis - periapical images, image capture only, received on the same day as an intraoral tomosynthesis periapical series by the same Dentist/dental office is Not Billable to the Eligible Person.
15. Intraoral tomosynthesis - bitewing images, image capture only, received on the same day as an intraoral tomosynthesis bitewing radiographic image by the same Dentist/dental office is Not Billable to the Eligible Person.
16. Fees for additional bitewings (including vertical bitewings) done by the same Dentist/dental office within six (6) months of a comprehensive series is Not Billable to the Eligible Person. If performed by a different Dentist/dental office, the fee is Denied.
17. If an extra oral posterior dental radiographic image is performed within five (5) years of a prior extra oral posterior dental radiographic image by the same Dentist/dental office, the fee is Not Billable to the Eligible Person.
18. Fees for additional radiographic images taken by the same Dentist/dental office within sixty (60) days of vertical bitewings are Not Billable to the Eligible Person.
19. The fee for a full mouth debridement is Not Billable to the Eligible Person when performed by the same Dentist/dental office on the same date of service as a comprehensive periodontal evaluation.

20. Cone beam imaging and interpretation are covered benefits once in a period of twelve (12) months. Cone beam image capture only, received on the same day as a cone beam image capture and interpretation, by the same Dentist/dental office is **Not Billable to the Eligible Person**.
21. Cephalometric images and oral/facial photographic images are not a Covered Benefit.
22. Oral cancer screening, except brush biopsy, is not a Covered Benefit.
23. Oral Pathology laboratory services are a covered benefit when accompanied by a pathology report. If more than one of these procedures is billed for the same tooth site on the same day, by the same Dentist/dental office, payment is allowed for the most inclusive procedure and the less inclusive procedure is **Not Billable to the Eligible Person**.
24. A cleaning done on the same date by the same Dentist/dental office as a periodontal maintenance, or scaling and root planing is considered to be part of and included in those procedures, and the fee is **Not Billable to the Eligible Person**.
25. Laboratory tests for caries susceptibility are not a covered benefit and are Not Billable to the Eligible Person when billed with an oral evaluation for children under the age of three (3).
26. Caries risk assessment is a covered benefit once in a period of twelve (12) months for Eligible Persons age three (3) and older. Benefits for caries risk assessment are **Not Billable to the Eligible Person** if billed for children under the age of three (3), if billed within twelve (12) months by the same Dentist/dental office, or if performed with other risk assessments by the same Dentist/dental office.
27. Sealant benefit limitation:
 - (a) Sealant benefit is provided only to Eligible Dependents fourteen (14) years of age or younger.
 - (b) Sealant benefit includes the application of sealants only to caries-free (no decay) and restoration-free permanent molars.
 - (c) Sealant benefit is provided no more than one (1) time in a three (3) year period per tooth.
 - (d) Sealants are **Not Billable to the Eligible Person** within two (2) years of initial placement on the same tooth by the same Dentist/dental office. A sealant is **Not Billable to the Eligible Person** if performed by the same Dentist/dental office, on the same date of service as a restoration which includes the occlusal surface.
28. Pulp vitality tests are a Covered Benefit only when done in conjunction with a radiographic image, limited oral evaluations; palliative treatment; or a protective restoration. Payment is otherwise **Not Billable to the Eligible Person**.
29. Genetic test for susceptibility to diseases is not a Covered Benefit.
30. Space maintainers are a Covered Benefit for Eligible Dependents fifteen (15) years of age or younger when a space is being maintained for an erupting permanent tooth.
31. The replacement or repair of space maintainers is not a covered benefit, unless performed by a Dentist who did not do the original placement.
32. Removal of a space maintainer is included as part of the total treatment. Charges for removal of a space maintainer are **Not Billable to the Eligible Person** if performed by the same Dentist/dental office as the initial placement or if performed with the recementation of a space maintainer.
33. Distal shoe space maintainers are a Covered Benefit for Eligible Persons age eight (8) and younger. Fees for distal shoe space maintainers performed on Eligible Persons nine (9) and older are Denied.
34. Nutritional counseling, tobacco counseling and oral hygiene instruction are not Covered Benefits except for participants in Delta Dental's Health through Oral Wellness' (HOW') program.

35. Application of caries arresting medicament is a covered benefit twice per tooth in a twelve (12) month period. If the application of caries arresting medicament is placed by the same Dentist/dental office on the same day as a restoration, it is not a covered benefit and is Not Billable to the Eligible Person.
36. Fees for restorations on the same tooth by the same Dentist/dental office performed within sixty (60) days of the application of caries arresting medicament are Denied. The Eligible Person is responsible for the fee.
37. HbA1c and blood glucose testing are not covered benefits and fees are Denied. If blood glucose level testing is performed on the same day as an HbA1c test, fees for the blood glucose testing are Not Billable to the Eligible Person.
38. Assessment of salivary flow is a covered benefit once in a three (3) year period. Additional assessments are Not Billable to the Eligible Person within twelve (12) months of initial assessment. Assessments performed between twelve (12) months and three (3) years are Denied and the Eligible Person is responsible for the fee.