



---

# Dental Credit Card Debt: California Advocates Toolkit

By Michelle Lilienfeld

---

## ***Introduction***

Oral health is critically important to overall health, but for many low-income individuals it can be difficult to access dental services. In California, there have been efforts to improve this, including the full restoration of adult dental benefits under Medi-Cal effective January 1, 2018. Despite these changes, advocates in California continue to see a growing number of cases involving dental credit card debt. This fact sheet provides an overview of dental credit cards, including some of the common issues and consumer protections that apply, as well as desk reference tools for advocates.

## ***Dental Credit Card Overview<sup>1</sup>***

Dental credit cards are different from other credit cards in a few ways. First, they are offered in a health care setting, which is not the typical place a person considers applying for credit. In addition, although the financial relationship is between the cardholder and the credit card lender, the dental provider's office staff generally completes the credit card application

---

<sup>1</sup> This fact sheet refers to medical credit cards offered in dental offices as "dental credit cards".

process, and is responsible for explaining the terms of the credit card agreement. Also, dental credit cards usually have high interest rates, but advertise special financing options that may involve no interest if the amount charged is paid in full within the promotional period.<sup>2</sup> This type of *deferred interest* credit card is different from a *no interest* card because interest accrues during the promotional period. If the debt is not paid in full by the end of the promotional period, then the accrued interest is added to the remaining balance.

- *Deferred Interest Example:* Laura charges a \$1000 dental procedure to a credit card with a “no interest if paid in six-months” promotional period. This means she will pay no interest only if the full amount charged is paid off within six months. If Laura pays \$40 a month for those first six months for a total of \$240, there will be a \$760 remaining balance. Since this is a deferred interest credit card, during the six-month promotional period interest was accruing (generally at a high interest rate, e.g., 26.99% APR for CareCredit).<sup>3</sup> So at the end of the promotional period Laura’s remaining balance will be \$760 **plus** the accrued interest from the prior six months. And, moving forward, that high interest rate will apply to the amount owed until it is paid off, which oftentimes makes the debt unaffordable.

In 2013, the [Consumer Financial Protection Bureau](#) (CFPB), a government agency that protects consumers from unfair, deceptive, or abusive practices, ordered General Electric Capital Retail Bank and its affiliate, CareCredit, to refund up to \$34.1 million to potentially more than 1 million consumers who were victims of deceptive credit card enrollment tactics at providers’ offices nationwide.<sup>4</sup> Among other things, the investigation showed inadequate disclosures by provider staff, which led consumers to misunderstand the card’s terms and the steps to avoid deferred interest, penalties, and fees.<sup>5</sup> As a result, CFPB ordered the Respondents to enhance training for enrolled providers.<sup>6</sup> Yet there is still confusion around dental credit cards, and some consumers believe they have a payment plan with the dental provider’s office, and are surprised when they get the credit card and first billing statement in the mail.

---

<sup>2</sup> See CareCredit’s Terms & Conditions, <https://www.carecredit.com/YourTerms/June2017.pdf>, (last visited Dec. 12, 2018).

<sup>3</sup> *Id.*

<sup>4</sup> *CFBP Orders GE CareCredit to Refund \$34.1 Million for Deceptive Health-Care Credit Card Enrollment*, Consumer Financial Protection Bureau (Dec. 10, 2013), <https://www.consumerfinance.gov/about-us/newsroom/cfpb-orders-ge-carecredit-to-refund-34-1-million-for-deceptive-health-care-credit-card-enrollment/>.

<sup>5</sup> GE Capital Retail Bank, 2013-CFPB-0009 (2013), p.5, [https://files.consumerfinance.gov/f/201312\\_cfpb\\_consent-order\\_ge-carecredit.pdf](https://files.consumerfinance.gov/f/201312_cfpb_consent-order_ge-carecredit.pdf).

<sup>6</sup> *Id.* at 10.

## ***Special consumer protections that apply to dental credit cards***

In response to predatory-lending involving dentists and dental credit cards, [AB 171](#) (Jones) was enacted and became effective January 1, 2010, establishing special consumer protections that apply to dental credit cards.

### Written Notice Requirements

The provider cannot arrange for or establish a dental credit card account without first giving the consumer written or electronic notice of their rights and purpose of the credit application, and obtaining the patient's signature acknowledging receipt of the notice.<sup>7</sup> For patients who are non- or limited-English-speakers, this notice **must be provided** in the individual's primary language, if it is one of the Medi-Cal threshold languages (Arabic, Armenian, Khmer, Chinese, Farsi, Hmong, Korean, Russian, Spanish, Tagalog, and Vietnamese).<sup>8</sup>

In addition, before arranging for any credit or loan, the provider must give the patient a written treatment plan covering each anticipated service and estimated cost for each service. If the patient is covered by private insurance or Medi-Cal, then the plan should provide the patient's estimated private insurance or Medi-Cal Share of Cost (if applicable) for each service.<sup>9</sup>

### Future Service Charges and Refunds for Unfurnished Services

Dentists and their staff cannot charge to a credit card (arranged for or established in the dental office) dental services that have not been rendered, without first providing the patient with a treatment plan (as discussed above) and a list of the services that are being charged in advance of rendering or incurring of costs.<sup>10</sup> Additionally, within **15 business days** of a patient's request, the dental office must refund to the lender any payment received through credit that was arranged for or established in the dentist's office for services the dentist has not provided or costs that have not been incurred.<sup>11</sup>

### Prohibitions on Credit Arrangement

Dentists and their staff are prohibited from arranging credit for patients who are under the influence of general anesthesia, conscious sedation or nitrous oxide.<sup>12</sup>

---

<sup>7</sup> Cal. Bus. & Prof. Code § 654.3(d).

<sup>8</sup> Cal. Bus. & Prof. Code § 654.3(f).

<sup>9</sup> Cal. Bus. & Prof. Code § 654.3(e); Cal. Health & Safety Code § 1395.7(a).

<sup>10</sup> Cal. Bus. & Prof. Code § 654.3(b).

<sup>11</sup> Cal. Bus. & Prof. Code § 654.3(c).

<sup>12</sup> Cal. Bus. & Prof. Code § 654.3(g).

### ***Additional language access protections***

If the dentist or dental office staff discuss the dental credit card agreement with a consumer primarily in Spanish, Chinese, Tagalog, Vietnamese, or Korean they must give the consumer a written translation of the proposed contract in the language used in negotiations.<sup>13</sup> Otherwise, the contract is not enforceable under California law.

### ***General Credit Card Protections***

Among general credit card protections that may apply to dental credit card debt are chargeback rights that allow consumers to dispute the charges on their credit card bill with the company that issued the credit card. There are two ways to dispute a charge.

#### Billing Errors

Billing errors include unauthorized charges, charges for the wrong amount, and charges for services not received. The dispute must be made within **60 days** of the issuance date of the first bill that shows the disputed charge. Disputes should be sent in writing via certified mail to the credit card company's "billing inquiries and errors" address, along with copies of any supporting documentation. The credit card company has 30 days to confirm it received the letter and 90 days to investigate the dispute.

#### Claims and Defenses

Consumers can assert "claims and defenses" with the credit card company if there is an issue with the quality of the item or services provided. In order to assert "claims and defenses" all of the following must be true:

1. The disputed amount is over \$50;
2. The dental office where the initial transaction occurred was in California, or, if not within California, then within 100 miles from the cardholder's current designated address in California;
3. There was a good-faith effort to fix the issue with the dental office; and
4. The full amount of the disputed charge has not been paid.<sup>14</sup>

In order to assert "claims and defenses," a letter should be sent via certified mail to the credit card company's "billing inquiries and errors" address within **one year** of the issuance date of the first bill that shows the disputed charge. Only unpaid portions of the debt can be disputed under "claims and defenses".

---

<sup>13</sup> Cal. Civ. Code § 1632(b).

<sup>14</sup> See Cal. Civ. Code § 1747.90.

For more information about both disputing billing errors and asserting “claims and defenses”, please see the [California Office of the Attorney General’s](#) website. And for additional information about other general credit card protections, see *Appendix 1, Section D* of this fact sheet.

### ***Medi-Cal Dental Coverage***

There are more than 13 million Medi-Cal beneficiaries in California.<sup>15</sup> With the restoration of adult dental benefits in Medi-Cal as of January 1, 2018, many dental services that were not previously covered are now covered benefits, including:

- Laboratory Processed Crowns
- Root Canals in Back Teeth
- Partial Dentures
- Partial Denture Adjustments, Repairs, and Relines
- Periodontics (Scaling and Root Planing)

Therefore, it is critical to ensure that Medi-Cal accepting dental providers bill Medi-Cal for covered dental services. This includes pursuing Medi-Cal authorization of dental treatment, including dental services for children under the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) benefit. Importantly, the governor recently signed [SB 1287](#) (Hernandez), which amends the state’s statute to clarify that the EPSDT medical necessity standard that is applied to children under age 21, must comply with federal law. The EPSDT benefit is more robust and designed to ensure children get the health care they need when they need it, so that health problems are treated as early as possible. Under EPSDT, children must receive benefits and services necessary to “correct or ameliorate defects and physical and mental illnesses and conditions.”<sup>16</sup>

For more information about general Medi-Cal and Denti-Cal rules that may apply in dental credit card cases, see *Appendix 1, Sections E and F*. In addition, see *Appendix 2* for a reference sheet on how to navigate the Denti-Cal Provider Handbook, which lists Denti-Cal covered services and the requirements for each service.

---

<sup>15</sup> Cal. Dep’t of Health Care Servs., *Medi-Cal at a Glance*, (2018), [https://www.dhcs.ca.gov/dataandstats/statistics/Documents/Medi-Cal\\_at\\_a\\_Glance\\_June2018\\_ADA.pdf](https://www.dhcs.ca.gov/dataandstats/statistics/Documents/Medi-Cal_at_a_Glance_June2018_ADA.pdf).

<sup>16</sup> 42 USC § 1396d(r)(5).

***Other Legal Theories of Non-Liability***

Additional legal theories may apply in dental credit card cases, including contract law and the Unfair Business Practices Act. See *Appendix 1, Section G* for more information about these theories and *Appendix 1, Section A* for information about the statute of limitations for medical bills.

***Conclusion***

This fact sheet provides an overview of dental credit cards and the consumer protections that apply. It also includes two appendices to serve as desk references for California advocates working on dental credit card debt cases. If you encounter issues with dental credit cards please contact the [National Health Law Program](#).

---

## Appendix 1

### Dental Credit Card Desk Reference<sup>17</sup>

This desk reference provides an outline of applicable statutes and regulations to help California advocates handling dental credit card debt cases.

B&P = Business & Professions Code

CC = California Civil Code

CCP = California Code of Civil  
Procedure

CCR = California Code of Regulations

CFR = Code of Federal Regulations

H&S = California Health & Safety Code

USC = United States Code

WIC = California Welfare & Institutions  
Code

### Table of Contents

Topic	Page Number
Statute of Limitations on Medical Bills	8
Special Protections for Dental Credit Cards	8
Additional Language Access Protections	9
General Credit Card Protections	9
General Medi-Cal Rules	11
General Denti-Cal Rule	13
Other Legal Theories of Non-Liability With Examples	13

<sup>17</sup> Parts of this document are drawn from the Health Consumer Alliance's *Medical Debt Cheat Sheet*.

## A. Statute of Limitations (SOL) on Medical Bills

1. CCP § 337 for almost all contracts: 4 years from the date of the bill or the last payment if payments were made.
  - *Example:* There is a bill dated May 31, 2012, but the last payment was made January 31, 2015. The SOL is now January 31, 2019.
2. The “book account” exception allows old debts to be combined with new debts to extend the SOL.
  - *Example:* There is a bill for services going back to 2012. If there are other services on that bill that are within the SOL, all items on the bill are within the SOL under the “book account” exception. So will need to show there is a regular contract, not a book account. CCP § 337a.

## B. Special Protections for Dental Credit Cards

In response to predatory-lending involving dentists and dental credit cards, [AB 171](#) (Jones) was enacted and became effective January 1, 2010, requiring that dentists and their staff, among other things, provide patients with a written notice of credit, written treatment plan, estimate of costs, and signed acknowledgment that the patient’s rights and responsibilities were provided in the appropriate threshold language. B&P § 654.3. Willful violations of this law entitle patients to relief under the Consumer Legal Remedies Act (CC § 1780). B&P § 654.3(h).

### 1. Written Notice Requirements for Dental Credit Card Billing

#### a. Written Notice of Credit

- (1) The provider cannot arrange for or establish a dental credit card account without first giving the consumer written or electronic notice of their rights and purpose of the credit application, and obtaining the patient’s signature acknowledging receipt of the notice. B&P § 654.3(d).
- (2) The specified written notice must be provided in the patient’s primary language, if it is one of the Medi-Cal threshold languages (Arabic, Armenian, Khmer, Chinese, Farsi, Hmong, Korean, Russian, Spanish, Tagalog, and Vietnamese), for patients who are non- or limited-English-speakers. B&P § 654.3(f).

#### b. Written Treatment Plan

- (1) Prior to arranging for any credit or loan, the provider must give the patient a written treatment plan covering each anticipated service and estimated cost for each service. If the patient is covered by private



insurance or Medi-Cal, then the plan should provide the patient's estimated private insurance or Medi-Cal Share of Cost (if applicable) for each service. B&P § 654.3(e); H&S § 1395.7(a).

## 2. Charging for Future Services

- a. Dentists or their employees/agents cannot charge to a credit card (arranged for or established in the dental office) services or treatments that have not been rendered, without first providing the patient with a treatment plan (as discussed above) and a list of which services/treatments are being charged in advance of rendering or incurring of costs. B&P § 654.3(b).

## 3. Patient Under General Anesthesia

- a. Dentists or their employees/agents cannot arrange credit for patients who are under the influence of general anesthesia, conscious sedation or nitrous oxide. B&P § 654.3(g).

## 4. Refunds for Unfurnished Services

- a. Within **15 business days** of the patient's request, the dentist must provide a refund to the lender for any payment received through credit extended by a third party (that was arranged for or established in the dentist's office) for treatment the dentist has not rendered or costs that have not been incurred. B&P § 654.3(c).

## C. Additional Language Access Protections

A person in a trade or business (e.g. a dental office), who negotiates primarily in Spanish, Chinese, Tagalog, Vietnamese, or Korean in entering into a contract with a consumer, must give the consumer a written translation of the proposed contract in the language used in negotiations. CC § 1632(b).

## D. General Credit Card Protections

- Federal and state laws provide credit card chargeback rights that allow consumers to dispute the charges on their credit card bills. There are two ways to do this, through billing errors and "claims and defenses". For both, send dispute/assertion in writing via certified mail to the credit card company's *billing inquiries and errors* address, along with copies of any supporting documents.

- a. Billing Errors: Dispute a billing error up to **60 days** after the date the bill was issued.
- b. Claims and Defenses: Assert claims and defenses up to **one year** after the date the bill was issued. All of the following must be true:
  - (1) The disputed amount is over \$50;
  - (2) The dental office where the initial transaction occurred was in California, or, if not within California, then within 100 miles from the cardholder's current designated address in California;
  - (3) There was a good-faith effort to fix the issue with the dental office; and
  - (4) The full amount of the disputed charge has not been paid.CC § 1747.90.

See the California's Office of the Attorney General website for additional information on [disputing a charge](#).

2. Terms of the credit card agreement must be disclosed on the application or the application must contain an option provided to consumers to receive such information by indicating on the form that they wish to receive it. CC § 1748.11.
3. A dental office cannot obtain payment from credit card charges if it did not provide the services.
  - a. No person shall process or obtain payment of a credit card charge through a retailer's (i.e. dental office) account with a financial institution or through a retailer's agreement with a financial institution, card issuer, or organization of financial institutions or card issuers if that retailer did not furnish or agree to furnish the goods or services, which are the subject of the charge. CC § 1748.7(a).
  - b. No retailer (i.e. dental office) shall permit any person to process or obtain payment from a credit card charge if the retailer did not furnish or agree to furnish the goods or services, which are the subject of the charge. CC § 1748.7(b).

## E. General Medi-Cal Rules

### 1. No billing Medi-Cal beneficiaries

Acceptance of Medi-Cal Benefits Identification Card (BIC) equals an agreement not to seek payment from the beneficiary (except allowable co-payments or Share of Cost). WIC § 14019.4(a), 22 CCR § 51002(a), WIC § 14107.3.

### 2. No balance billing Medi-Cal beneficiaries

Medi-Cal reimbursement equals payment in full.  
42 CFR § 447.15; WIC §§ 14019.3(d), 14019.4(a).

### 3. Further provider restrictions and penalties (WIC § 14019.4)

- a. Providers can be sanctioned up to three times the Medi-Cal reimbursement rate for inappropriate billing by Medi-Cal provider. WIC § 14019.4(c).
- b. ***Obligation to cease debt collection efforts upon proof of Medi-Cal eligibility:***  
When a Medi-Cal provider receives proof of the patient's Medi-Cal eligibility and has referred an unpaid bill to a debt collector, the provider must promptly notify the debt collector of the patient's Medi-Cal coverage, instruct the debt collector to cease collection efforts on the unpaid bill for covered services, and notify the patient accordingly. WIC § 14019.4(d).
- c. A provider or collection agency is in violation of the Credit Reporting Agencies Act if they give wrong information to a credit reporting agency or fail to correct information that went to a credit reporting agency for a Medi-Cal beneficiary. WIC § 14019.4(f).

### 4. Medi-Cal eligible, but not enrolled

- a. Retroactive Medi-Cal coverage applies to the three calendar months prior to the month of application if the individual would otherwise have been eligible in those months. Individuals can ask for Medi-Cal coverage up to a year after the bill.
  - *Example:* Individual applies for Medi-Cal on April 15, 2018, and can get retroactive coverage for January, February, and March 2018, as well as coverage for the month of application; and has until April 2019 to seek Medi-Cal coverage for the bill. 42 USC § 1396a(a)(34); 42 CFR § 435.915; WIC § 14019; 22 CCR § 50148.

- b. States have an obligation to process Medi-Cal applications with reasonable promptness, which is within 45 days of application. 42 USC § 1396a(a)(8); 42 C.F.R. § 435.912; 22 CCR § 50177(a).
- c. Right to seek reimbursement for out-of-pocket costs while not on Medi-Cal (called the “*Conlan* reimbursement”).
  - (1) Beneficiary may seek reimbursement for a Medi-Cal covered service from the state Department of Health Care Services (DHCS) if the provider refuses to reimburse.
  - (2) Once an individual has applied for Medi-Cal, the person must use Medi-Cal providers to get reimbursed by DHCS.
  - (3) Medi-Cal reimbursement claim must be filed within one year of services or 90 days after receipt of BIC.

## 5. Share of Cost problems

See [WCLP's Getting and Keeping Health Care Coverage for Low-Income Californians: A Guide for Advocates](#) (March 2016) to check calculations used to determine Share of Cost. Often deductions are missed or there is a more beneficial Medi-Cal category the individual may be eligible for.

## 6. Dual Eligible (Medicare and Medi-Cal beneficiaries)

- a. Balance billing of Qualified Medicare Beneficiary (QMB) is prohibited—any payment made by Medi-Cal is payment in full; provider may be subject to sanctions for violations; and beneficiaries cannot be asked to waive this protection. 42 USC § 1396a(n)(3).
- b. Balance billing of Medicare Advantage (MA) enrollees is prohibited— applies to ALL dual eligible beneficiaries in MA.  
42 CFR § 422.504(g)(1)(iii).
  - *Example:* MA plans often offer limited dental coverage that includes both benefits covered under Denti-Cal and benefits not covered under Denti-Cal. Dual eligible beneficiaries must go to dental providers contracted with the MA plan. The MA contracted provider, however,

cannot bill any dual eligible for Denti-Cal covered services. The MA provider must accept the Denti-Cal reimbursement as payment in full. However, the MA provider can charge the dual eligible beneficiary for services not covered by Denti-Cal.

## F. General Denti-Cal Rule

Dentists who violate any of the laws listed in this document may be reported to the California Dental Board or sued under the state's Consumer Legal Remedies Act. CC § 1780.

## G. Other Legal Theories of Non-Liability With Examples

### 1. Contract

#### a. Breach of Fiduciary Duty

- (1) Dental offices must fully inform patients of all relevant facts to enable them to understand all of their options and make a fully informed decision.
- (2) Dental offices have a fiduciary duty to act in the patient's best interests at all times, including on issues of cost and billing.

#### b. Breach of Covenant of Good Faith and Fair Dealing

- (1) A Covenant of Good Faith and Fair Dealing is implied by operation of law in every contract.

➤ *Example:* Dental office's actions:

- Were intended to injure patient or were done with conscious disregard of individual's rights,
- Subjected patient to cruel and unjust hardship in conscious disregard of individual's rights (i.e., economic loss stemming from unpaid credit bills),
- Involved intentional deceit or concealment of known material facts with the intention to deprive the patient of legal rights or property, or
- Otherwise caused injury.

c. Unconscionability and Violation of Consumers Legal Remedies Act

- (1) Retailer (i.e. the dental office) may not represent that a transaction confers or involves rights, remedies, or obligations that it does not have or involve, or that are prohibited by law. CC § 1770 (a)(14).
- (2) Retailer may not insert unconscionable provisions in a contract. CC § 1770(a)(19).
- (3) Consumers must notify alleged violating parties in writing of any causes of action under CC § 1770 at least **30 days** prior to commencement of any action. CC § 1782.
- (4) Card issuer is subject to all claims and defenses, other than tort claims, arising out of any transaction in which the credit card is used as a form of payment. CC § 1747.90.

➤ *Examples for Unconscionability and Violation of Consumer Legal Remedies Act section:*

- Dental provider knows patient is a Medi-Cal beneficiary and should have accepted Medi-Cal as payment in full.
- Dental office possessed all significant information and bargaining power, and the resulting contract was one of adhesion (terms are set). The contract was negotiated unfairly and with undue influence.

d. Negligent Misrepresentation/Intentional Misrepresentation/Negligence

➤ *Example:*

- Dental office misrepresents that most or all of the patient's treatments would be covered by Denti-Cal,
- Dental office induces patient to sign up for a credit card by misrepresenting application forms as documents necessary to bill Denti-Cal or process payment, and
- Patient believes dental office's assertions to be true and relies on them in signing the documents.

e. Indemnity: Compensation for loss or damage from the actions of another party.

➤ *Examples:*

- All of the dental office's actions were known to, approved of, or ratified by the credit lender.
- Dental office served as the credit lender's agent.

## 2. **Business & Professions Code §17200 (Unfair Business Practices Act)**

a. Unfair business practices include any unlawful, unfair or fraudulent business act or practice, and unfair, deceptive, or misleading advertising.

➤ *Examples:* Dental office:

- Misleads the patient to believe Denti-Cal will cover most or all of their dental care,
- Bills the patient for services before the care and goods are provided, e.g., fully bills for a procedure that may take several visits to complete and all the services are not rendered because the patient cancels the remaining dental care due to the amount of the bill, interest amount, poor service, etc.,
- Induces the patient to sign the credit card application forms through misrepresentation, or
- Fails to cancel the patient's credit account after the individual promptly notifies the dental office to cancel the credit card and cease services.

## ***Appendix 2***

### ***Denti-Cal Provider Handbook: Services Reference Sheet***

The Medi-Cal Dental Program (Denti-Cal) [Provider Handbook](#) contains detailed information regarding Denti-Cal policies, procedures, and instructions for completing necessary forms and other related documents. The Handbook, put together by the California Department of Health Care Services, is over 400 pages long and is updated quarterly with information from Denti-Cal Provider Bulletins. The Handbook is designed for Denti-Cal accepting providers and their staff as their primary reference for information about the Denti-Cal Program, and can also be a helpful tool for advocates. This reference sheet provides information to help advocates get acquainted with the services section of the Handbook.

#### **Handbook Sections**

There are 13 major sections in the Handbook and the Table of Contents provides an overview of each section, so it is a good place to get started.

- Section 1: Introduction
- Section 2: Program Overview
- Section 3: Enrollment Requirements
- Section 4: Treating Beneficiaries
- Section 5: Manual of Criteria and Schedule of Maximum Allowances
- Section 6: Forms
- Section 7: Codes
- Section 8: Fraud, Abuse and Quality of Care
- Section 9: Special Programs
- Section 10: CDT 13 Tables
- Section 11: Glossary
- Section 12: Denti-Cal Bulletin Index
- Section 13: Index

#### **Manual of Criteria and Schedule of Maximum Allowances**

Section 5 of the Handbook includes the Manual of Criteria for Medi-Cal Authorization of Dental Services and the Denti-Cal Schedule of Maximum Allowances, which provides the maximum amount providers will get paid for covered services (listed by procedure code).



The Manual of Criteria for dental services lists covered services and the requirements for each service (e.g., whether prior authorization is needed).

Below are the types of covered services:

- Diagnostic Procedures (D0100-D0999)
- Preventive Procedures (D1000-D1999)
- Restorative Procedures (D2000-D2999)
- Endodontic Procedures (D3000-D3999)
- Periodontal Procedures (D4000-D4999)
- Prosthodontic (Removable) Procedures (D5000-D5899)
- Maxillofacial Prosthetic Procedures (D5900-D5999)
- Implant Service Procedures (D6000-D6199)
- Fixed Prosthodontic Procedures (D6200-D6999)
- Oral and Maxillofacial Surgery Procedures (D7000-D7999)
- Orthodontic Procedures (D8000-D8999)
- Adjunctive Service Procedures (D9000-D9999)

### ***Steps to Determine How a Dental Service is Covered***

#### **➤ Step 1: Check the Policy Changes Page**

At the beginning of Section 5 of the Handbook there is a “Policy Changes” page with a table that lists current changes in policy not yet reflected in the Manual of Criteria. The changes are listed by procedure code and include: the effective date, the impacted pages of the Manual of Criteria, and the Denti-Cal Provider Bulletin that includes the policy change. Therefore when looking up a procedure code in the Handbook, begin by reviewing this page to see if there have been changes to the way the service is covered. If so, read the listed bulletin for information on what has changed.

#### **➤ Step 2: Review the General Policies**

At the beginning of the section for each procedure category (e.g., Diagnostic Procedures) there are “General Policies” that contain information about some of the procedure codes in that section and provide additional guidance on how services are covered. So check the “General Policies” to see if there is information about the procedure code you are looking for.

➤ **Step 3: Review the Procedure Criteria**

Dental services are listed by procedure code in the Manual of Criteria, which includes the requirements and information on how each service is covered.

**CAVEAT:** The Early and Periodic Screening, Diagnostic, and Treatment Services (EPSDT) benefit, which is more robust, applies to Medi-Cal beneficiaries under age 21. Under EPSDT, services necessary to *correct or ameliorate defects and physical and mental illnesses and conditions* must be provided. Therefore when reviewing dental service requirements note that EPSDT applies. If you are seeing issues with EPSDT coverage of dental services please contact the National Health Law Program.