

**HOUSE . . . . . No. 3798**

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**The Commonwealth of Massachusetts**

PRESENTED BY:

***Daniel R. Carey***

*To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:*

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act to create direct dental care agreements.

PETITION OF:

NAME:

*Daniel R. Carey*

DISTRICT/ADDRESS:

*2nd Hampshire*

**HOUSE . . . . . No. 3798**

By Mr. Carey of Easthampton, a petition (accompanied by bill, House, No. 3798) of Daniel R. Carey for legislation to create direct dental care agreements. Consumer Protection and Professional Licensure.

**The Commonwealth of Massachusetts**

**In the One Hundred and Ninety-First General Court  
(2019-2020)**

An Act to create direct dental care agreements.

*Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:*

1 Chapter 112 of the General Laws is hereby amended by inserting after section 53 the  
2 following section:-

3 Section 53A. (a) As used in this section, the following words shall, unless the context  
4 clearly requires otherwise, have the following meanings:-

5 “Dentist”, an individual licensed pursuant to sections 43 to 53, inclusive, to practice  
6 dentistry.

7 “Direct dental care”, the screening, assessment and diagnosis of oral health and disease.

8 “Direct dental care agreements”, an agreement for the delivery of direct dental care  
9 entered into between a dentist and patient pursuant to this section based on a periodic fee for  
10 certain services for a specified period of time, rather than a fee-for-service arrangement financed  
11 through dental insurance.

12           “Patient”, an individual contracting for dental care.

13           (b) Notwithstanding any general or special law to the contrary, a dentist and a patient  
14 may enter into a direct dental care agreement for direct dental care. A direct dental care  
15 agreement entered into pursuant to this section shall: (i) describe the services to be provided in  
16 exchange for payment of a periodic fee; (ii) specify the periodic fee required and any additional  
17 fees that may be charged; (iii) specify that the termination of the agreement shall not affect any  
18 other agreement entered into pursuant to this section; and (iv) prohibit the dentist from  
19 submitting a fee-for-service claim for payment for services covered under the agreement.

20           (c) A dentist that enters into a direct dental care agreement pursuant to this section shall  
21 not be considered an insurance company and shall not be subject to the oversight of the division  
22 of insurance or subsection 5 of section 52A. A direct dental care agreement entered into  
23 pursuant to this section shall not be considered an insurance product or plan and shall not be  
24 subject to the oversight of the division of insurance or said subsection 5 of section 52A.