



Date: February 8, 2022

To: The House Committee on Health and Human Services

From: Kevin J. Robertson, CAE
Executive Director

RE: **Support of HB 2545** – clarifying that de minimis coverage does not qualify as covered dental services

Chairman Landwehr and members of the Committee, I am Kevin Robertson, Executive Director of the Kansas Dental Association (KDA) representing the dentists in the state of Kansas. Thank you for the opportunity discuss the KDA's **support of HB 2545**.

HB 2545 is a compromise language agreed to by Delta Dental of Kansas, Kansas' largest dental carrier and the Kansas Dental Association. In 2019, the identical bill was agreed to by Blue Cross and Blue Shield of Kansas, Blue KC and the National Association of Dental Plans

Kansas law (along with over 40 other states) prohibits a dental insurance carrier from setting the fee a dentist can charge a patient for a dental service unless the dental insurance carrier covers the service for that patient.

HB 2545 modifies the definition of "covered services" (KSA 40-2,185(a)) which was first enacted by the legislature in 2010. This is meant to create an incentive for an insurance carrier to cover more dental services, ultimately benefitting the insured patient.

We are here today, because some insurance companies have found a loophole in this law by simply covering all (or many) dental services for a small (or de minimis) rate and then setting the fees dentists can charge for them while providing virtually no benefit or reimbursement to the insured patient. In these cases, the dental insurers may include a wide variety of dental procedures as "covered" by offering very small or "de minimis" payment coverage for them and operate like a dental discount program and continue to control the fee charged by dentists for treatment.

This practice in dental provider contracts negatively impacts patient care and interferes with basic free market forces as it artificially establishes fees on dentists' services that are not covered by dental insurance plans

HB 2545 is not an insurance mandate, nor does it require an insurance carrier to cover any certain type of claim, condition, illness, etc. It simply requires mutual acceptance of contract

changes and prohibits certain language in insurer-provider contracts and eliminates a loophole in a statute that has already been enacted by this legislature.

Further, HB 2545 does not interfere with the right of willing parties to contract. Dentists do not “negotiate” contract provisions with insurers. Dentists are simply given the option to take-it-or-leave-it. “Leaving it” is often not a viable option for dentists as their patient base and existing patients may already be covered by the insurance program in question with a long-established dentist-patient relationship. Also, under anti-trust laws, dentists cannot organize to collectively fight or complain against such contract provisions – the existing insurance code exists for this very reason and in this case legislation like HB 2545 is the only remedy.

The change the KDA is requesting for dental contracts in HB 2545 closely mirror legislation that was supported by the optometrists and overwhelmingly approved by the 2014 Kansas Legislature.

Drs. Jill Jenkins and Allen Reavis are with me today and they will be testifying to discuss the importance of continuity of patient care and the effects such a contract provision could have on their practices and the wellbeing of their patients.

Thank you for the opportunity to testify today in support of HB 2545! I will be happy answer any questions you may have at this time.