

Dental Credit Card Checklist & Questionnaire

INSTRUCTIONS

This checklist may help you see if your dentist illegally signed you up for a credit card or loan. After reviewing this checklist, if you need free legal assistance, please contact the Health Consumer Alliance at 1-888-804-3536 to be connected to your local health consumer advocate office.

The questions are worded so that if there is a check mark to a question, there is a possible violation of California Business & Professions Code Section 654.3

APPLICATION

1. You filled out any part of the credit card / loan application while in a treatment area (e.g. an exam room, exam chair, a surgical room, or an area where dental treatment was provided).¹

It is legal for dentist staff to have you fill out applications in the front waiting room, lobby, front desk, back administrative office, but they must get your consent to fill it out in an exam room.

2. You filled out part of the credit card / loan application while under general anesthesia (deep sedation), conscious sedation (oral pill, oral liquid, can even be I.V.), nitrous oxide (laughing gas), or similar.²

It is legal for you to fill out the application with local anesthesia (injection in the mouth with Novocain) because it does not mentally affect a patient.

3. Dentist staff filled out a part or section of your credit card / loan application. Some parts of the application were already filled out.³

It is illegal for dentist staff to fill out any portion of the credit card / loan application. You must completely fill it out yourself.

CHARGES

4. Dentist had you apply for a credit card or loan with a 3rd party credit card company or bank.

a. Dentist charged this credit card or loan more than 30 days before your dentist did the work.⁴

It is legal for the Dentist to charge this credit card or loan ahead of time, as long as the dental work is provided within 30 days.

¹ B&P Code § 654.3(j)(1)(B). Patients are allowed to agree before hand to being okay with signing in a treatment area. ([LINK](#))

² B&P Code § 654.3(j)(1)(A). ([LINK](#))

³ B&P Code § 654.3(e). ([LINK](#))

⁴ B&P Code § 654.3(c). Note that this law does not apply to orthodontic treatment provided by a licensed dentist. In that scenario they may charge incremental fees throughout the course of treatment. [LINK](#). [ARCHIVE](#).

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Illegal Example:

- January 20 = charged your Care Credit card for a root canal.
- March 20 = root canal appt was performed more than 60 days later.
- ILLEGAL: This was more than 30 days, so dentist violated California law.

b. Dentist submitted your application for a “deferred interest” loan or line of credit to a 3rd party bank or credit card company?⁵

It is legal for a Dentist to charge a “deferred interest” credit card/loan you already signed up for on your own with a 3rd party bank or credit card company

It is illegal for a Dentist to submit your application for a “deferred interest” credit card/loan to a 3rd party bank or credit card company

“Deferred Interest” is different from “zero interest” with a promotional period:

What is deferred interest?: Interest is charged even on the original balance that you already paid off if you do not make all payments on time or make all payments before the end of the promotional period.⁶

What is “zero interest” with a promotional period: 0% interest during a promotional period, then you can be charged interest but only on the unpaid balance. You can be charged a late fee for failing to pay the minimum amount due during any payment period.

Illegal “Deferred Interest” Example: Dentist staff receive your info and submits your credit card application for a “deferred interest” credit card and you get approved on the spot. Dentist charges \$1,000 on your new credit card. You pay off \$900 by the end of the promotional period, the new 26.99% interest rate will be charged not on the remaining \$100 balance, but on the original \$1,000. You will end up paying \$269.90 in interest on a \$100 balance.⁷

It is legal for a Dentist to arrange a “zero interest promotional period” line of credit /loan with a 3rd party bank or credit card company.

Legal “Zero Interest” Example: Dentist staff receive your info and submits your credit card application for a “zero interest” credit card and you get approved on the spot. Dentist charges \$1,000 on your new credit card. You pay off \$900 by the end of the promotional period, the new 26.99% interest rate will be charged ONLY on the remaining \$100 balance. You will only pay \$26.99 in interest on a \$100 balance.

⁵ B&P Code § 654.3(b). ([LINK](#))

⁶ B&P Code § 654.3(b). ([LINK](#))

⁷ Deferred Interest example: <https://wclp.org/medical-credit-cards-purport-to-ease-medical-cost-burdens-but-end-up-creating-stress-a-new-western-center-sponsored-bill-could-change-that/>; <https://healthlaw.org/wp-content/uploads/2018/12/Dental-CC-Debt-CA-Toolkit-12.14.2018-4-Update-3.pdf>

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WRITTEN NOTICE

4. Your primary language is not English.⁸

If you have Medi-Cal you may call the Medi-Cal Dental Telephone Service Center if you need an interpreter at your dentist appointment.⁹

a. Your primary language is Spanish.¹⁰

b. Your primary language is one of the following: Arabic, Armenian, Cambodian, Chinese, Farsi, Hindi, Hmong, Japanese, Korean, Laotian, Mien, Punjabi, Russian, Tagalog, Thai, Vietnamese.¹¹

5. Dentist did not give you a written or electronic notice of: (1) your rights, and (2) the purpose of the credit application.¹²

a. Notice was NOT in my primary language

b. Notice was NOT in at least 14-point font

c. Notice was NOT signed by you

d. Notice was NOT one 1 page or 1 screen

Note: "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. Otherwise, the contract is not enforceable under California law."¹³

Dentist must give you this notice language:

Credit or Loan for Health Care Services

The attached application and information is for a credit card or loan to help you pay for your health care treatment. You should know that:

You are applying for a _____ credit card or a _____ loan for \$_____.

You do not have to apply for the credit card or the loan. You may request a different place and additional time to review, fill out, and sign the application. You may pay your health care provider for treatment in another manner.

⁸ B&P Code § 654.3(i). ([LINK](#))

⁹ https://www.dental.dhcs.ca.gov/MCD_documents/members/member_bulletins/Volume_02_Number_03.pdf

¹⁰ B&P Code § 654.3(i). ([LINK](#))

¹¹ B&P Code § 654.3(i). ([LINK](#)) A licensee . . . shall not arrange for or establish credit or a loan extended by a third party for a patient with whom the licensee . . . communicates primarily in a language other than English that is one of the Medi-Cal threshold languages, unless the written notice information required by subdivision (g) is also provided in that language.

Note: Each county has different Medi-Cal threshold languages depending on their local population. [LINK OF MEDI-CAL THRESHOLD LANGUAGES BY COUNTY](#). [ARCHIVE LINK](#).

¹² B&P Code § 654.3(i). ([LINK](#))

¹³ Cal. Civ. Code § 1632(b); <https://healthlaw.org/resource/dental-credit-card-debt-california-advocates-toolkit/>

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This credit card or loan is not a payment plan with the provider's office. It is credit with, or a loan made by, [name of company issuing the credit card or loan]. Your health care provider does not work for this company.

Before applying for this credit card or loan, you have the right to a written treatment plan from your health care provider. This plan must include the expected treatment to be provided and the estimated costs of each service. If you have insurance, the treatment plan must tell you how much your insurance is expected to cover. If you are a Medi-Cal patient seeking services from a Medi-Cal provider, your treatment plan must tell you if Medi-Cal will cover a different service to treat your condition. If you only want services covered by Medi-Cal, you should not sign up for this credit card or loan.

Your health care provider cannot charge your credit card or loan account before you start treatment.

You have the right to have your credit card or loan account refunded for any charges for treatment you did not get. However, your provider does not have to refund the amount they spent to prepare for your treatment. Your health care provider must refund the amount of the charges to the lender within 15 business days of your request. The lender must take refunded charges off your account.

Please read carefully the terms and conditions of this credit card or loan.

You may be required to pay interest rates on the amount charged to the credit card or the amount of the loan. If you pay late, you may have to pay a penalty and a higher interest rate.

You may use this credit card or loan to pay for future health care services.

If you do not pay the money that you owe on the credit card or loan, your missed payments can be reported and could hurt your credit rating. You could also be sued.

[Patient's Signature]

TREATMENT PLAN

5. Dentist did not provide me with a written treatment plan before charging the credit card/loan.¹⁴

6. You got charged for services NOT on your written treatment plan.¹⁵

Illegal Example: Dentist provided you with a written treatment plan for a root canal for a TOP tooth. Then Dentist later told you also needed a root canal on a BOTTOM tooth, but never provided a written Treatment Plan with expected cost for the BOTTOM root canal. Dentist later charged you for it.

Note: A "treatment plan" is a chart that must include:¹⁶

- a) The service dentist is recommending;
- b) The estimated cost;
- c) How much insurance will cover;
- d) How much you will pay out-of-pocket

¹⁴ B&P Code § 654.3(d). ([LINK](#))

¹⁵ B&P Code § 654.3(d). ([LINK](#))

¹⁶ B&P Code § 654.3(h). ([LINK](#))

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Example 1 of a treatment plan:

Existing
 Complete
 Referred Out
 Treatment Planned

Done	Priority	Tth	Surf	Code	Sub	Description	Fee	Pri Ins	Sec Ins	Pat
				D8090		comprehensive orthodontic treatment of the adult dentition	5499.00	0.00	0.00	2499.00
				D0330		panoramic radiographic image	101.00	0.00	0.00	49.00
						Subtotal	5600.00	0.00	0.00	2548.00
						Total	5600.00	0.00	0.00	2548.00

Family Insurance Benefits

	Primary	Secondary
Family Maximum		
Family Deductible		

Individual Insurance Benefits

	Primary	Secondary
Annual Maximum		
Deductible		
Deductible Remaining		
Insurance Used		
Pending		
Remaining		

Example 2 of a treatment plan:

Visit 2
 Sample G. Public
 (516)555-1234
 Mrs. Graciela S Lopez, DOB 01/01/1985
 11/05/2018

Existing
 Complete
 Referred Out
 Treatment Planned

Done	Priority	Tth	Surf	Code	Description	Fee	Pri Ins	Sec Ins	Discount	Pat
Visit 2	14			N4118	PRM Best	0.00	0.00	0.00	0.00	0.00
Visit 2	14			D2750	crown - porcelain fused to high noble metal	1500.00	600.00	750.00	150.00	0.00
Visit 2	14			D3330	endodontic therapy, molar tooth (excluding final restoration) Over annual max	900.00	575.00	10.00	0.00	314.00
Visit 2	14			D2950	core buildup, including any pins when required Over annual max	25.00	15.00	0.00	5.00	4.00
					Subtotal	2425.00	1192.00	760.00	155.00	318.00
					Total	2425.00	1192.00	760.00	155.00	318.00

Family Insurance Benefits

Benefit Line	Primary	Secondary
Family Maximum		
Family Deductible		

Individual Insurance Benefits

Benefit Line	Primary	Secondary
Annual Maximum	5000.00	1000.00
Deductible	75.00	50.00
Deductible Remaining	0.00	0.00
Insurance Used	0.00	0.00
Pending	250.00	240.00
Remaining	4740.00	760.00

If you have dental insurance, please be aware that THIS IS AN ESTIMATE ONLY. Coverage may be different if your deductible has not been met, annual maximum has been met, or if your coverage table is lower than average.

MEDI-CAL BENEFICIARIES

7. Are you a Medi-Cal recipient?

a. Does your dentist take Medi-Cal?
Medi-Cal Dental Provider [search](#)

b. If your dentist takes Medi-Cal, did your treatment plan FAIL to tell you Medi-Cal 100% covers a cheaper, alternative service?¹⁷

Illegal Example: Dentist wants to upcharge you for porcelain (tooth-colored) filling upgrades. Dentist did not tell you Medi-Cal may pay 100% for metal fillings.

c. Did your treatment plan FAIL to say you had a right to ask for only services 100% paid by Medi-Cal?¹⁸

d. Did your treatment plan FAIL to say the Dentist will get approval from Medi-Cal before treatment starts so you are not left with the bill?¹⁹

REQUEST FOR REFUND FOR WORK NOT DONE YET

8. You asked for a refund for work that your dentist did not perform yet, but your dentist refused to refund.²⁰

It is illegal if your dentist does not refund you within 15 business days of your request for any work you were charged but did not receive yet.

It is legal if your dentist does NOT refund the amount they spent to prepare for your treatment.²¹

LIST OF DOCUMENTS TO COLLECT

9. Please gather these documents before your meeting with a legal services provider:

a. Any written treatment plans (signed or unsigned; either is okay) that you received.

b. The credit card / loan application you were given or asked to sign.

c. A credit card / loan billing statement showing how much you have been charged.

d. Any notices from Medi-Cal – approval or denial notices

e. Any notices from your dental plan – approval or denial notices, EOBs (Explanation of Benefit – papers that show how much your dental plan paid the dentist & how much you owe)

¹⁷ B&P Code § 654.3(g) & (h). ([LINK](#))

¹⁸ B&P Code § 654.3(g) & (h). ([LINK](#))

¹⁹ B&P Code § 654.3(g) & (h). ([LINK](#))

²⁰ B&P Code § 654.3(f). ([LINK](#))

²¹ B&P Code § 654.3(g)