

HOUSE AMENDMENTS TO HOUSE BILL 3008

By COMMITTEE ON BEHAVIORAL HEALTH AND HEALTH CARE

March 24

- 1 On page 1 of the printed bill, delete lines 6 through 30.
- 2 On page 2, delete lines 1 through 31 and insert:
- 3 **“SECTION 2. (1) As used in this section, ‘dental insurer’ means an insurer that offers a**
- 4 **policy or certificate of insurance or other contract, that provides only a dental benefit.**
- 5 **“(2) A dental insurer may pay a claim for reimbursement made by a dental care provider**
- 6 **using a credit card or electronic funds transfer payment method that imposes on the pro-**
- 7 **vider a fee or similar charge to process the payment if:**
- 8 **“(a) The dental insurer notifies the provider, in advance, of the potential fees or other**
- 9 **charges associated with the use of the credit card or electronic funds transfer payment**
- 10 **method;**
- 11 **“(b) The dental insurer offers the provider an alternative payment method that does not**
- 12 **impose fees or similar charges on the provider; and**
- 13 **“(c) The provider or a designee of the provider elects to accept a payment of the claim**
- 14 **using the credit card or electronic funds transfer payment method.**
- 15 **“(3) If a dental insurer contracts with a vendor to process payments of dental providers’**
- 16 **claims, the dental insurer shall require the vendor to comply with the provisions of sub-**
- 17 **section (2)(a) of this section.**
- 18 **“SECTION 3. (1) As used in this section:**
- 19 **“(a) ‘Dental insurer’ means an insurer that offers a policy or certificate of insurance or**
- 20 **other contract, that provides only a dental benefit.**
- 21 **“(b) ‘Third party’ means an entity that contracts with a dental insurer to gain access to**
- 22 **the dental care services and discounted rates of dental care providers under the dental**
- 23 **insurer’s provider network contract.**
- 24 **“(2) A dental insurer may contract with a third party to provide access to the dental care**
- 25 **services and discounted rates of a dental care provider under a provider network contract**
- 26 **only if:**
- 27 **“(a) The dental care provider in the network chooses to allow the third party to access**
- 28 **the dental care provider’s services and discounted rates:**
- 29 **“(A) At the time the contract is entered into or renewed; and**
- 30 **“(B) Whenever there is a material modification to the provider network contract that**
- 31 **allows a third party access to the provider network contract;**
- 32 **“(b) The dental insurer allows the dental care provider to contract directly with the third**
- 33 **party instead of allowing the third party to access the dental care provider’s services and**
- 34 **discounted rates; and**
- 35 **“(c) The third party contract obligates the third party to comply with all applicable**

1 terms, limitations and conditions of the provider network contract.

2 “(3) A dental insurer may not cancel or otherwise terminate a network provider contract
3 with a dental care provider on the grounds that the dental care provider refuses to allow
4 access by a third party to the dental care services and discounted rates of the dental care
5 provider.

6 “(4) A dental insurer that contracts with a third party to provide access to the services
7 and discounted rates of a dental care provider under a provider network contract shall:

8 “(a) At the time a provider network contract is entered into, renewed or extended, give
9 to the provider, in writing or electronically, a list of all third parties known by the dental
10 insurer to which the dental insurer has or will provide access to the dental care services and
11 discounted rates of the provider under the provider network contract;

12 “(b) Maintain an Internet website through which the provider may obtain a list, updated
13 at least every 90 days, of all third parties that have access to the provider’s dental care
14 services and discounted rates under the provider network contract;

15 “(c) Require a third party to identify on each remittance or explanation of payment sent
16 to a provider the source of any contractual discount in rates taken by the third party under
17 the provider network contract;

18 “(d) Notify the provider no less than 30 days prior to the effective date of a new third
19 party contract;

20 “(e) Notify each third party described under paragraph (a) or (b) of this subsection of the
21 termination of the provider network contract no later than 30 days prior to the effective date
22 of the termination; and

23 “(f) Make available to a provider within 30 days of the provider’s request a copy of the
24 provider network contract currently in force that was relied upon by the dental insurer in
25 the adjudication of the provider’s claim.

26 “(5) The notice required under subsection (4)(d) and (e) of this section can be provided
27 by any reasonable means, including but not limited to written notice, electronic communi-
28 cation or an update to an electronic database.

29 “(6) Subject to any applicable continuity of care requirements, agreements or contractual
30 provisions, a third party’s right to access a dental care provider’s services and discounted
31 rates under a provider network contract shall terminate on the date the provider network
32 contract is terminated.

33 “(7) The requirements of this section may not be waived by agreement. Any contract
34 provision that purports to waive the requirements of this section or that conflicts with the
35 requirements of this section is null and void.

36 “(8) This section does not apply to:

37 “(a) Contracts between a dental insurer and a licensee or affiliate of the dental insurer.

38 “(b) The state medical assistance program.

39 “(c) A dental insurer that relies only on employees of the insurer to provide dental
40 care.”.