

House Bill 3008

Sponsored by Representatives PHAM H, JAVADI, BYNUM; Representative DEXTER (at the request of Oregon Dental Association) (Pre-session filed.)

SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Limits ability of carriers offering dental benefit to require reimbursement of claims by credit card or electronic funds transfer.

Imposes conditions on third party contracts for leasing of dental provider panels.

A BILL FOR AN ACT

1
2 Relating to health insurance.

3 **Be It Enacted by the People of the State of Oregon:**

4 **SECTION 1. Sections 2 and 3 of this 2023 Act are added to and made a part of the In-**
5 **urance Code.**

6 **SECTION 2. (1) As used in this section, "dental carrier" means a carrier, as defined in**
7 **ORS 743B.005, that offers a policy or certificate of insurance or other contract, that provides**
8 **only a dental benefit.**

9 **(2) A dental carrier may pay a claim for reimbursement made by a dental care provider**
10 **using a credit card or electronic funds transfer payment method that imposes on the pro-**
11 **vider a fee or similar charge to process the payment if:**

12 **(a) The dental carrier notifies the provider, in advance, of the fee or other charges as-**
13 **sociated with the use of the credit card or electronic funds transfer payment method;**

14 **(b) The dental carrier offers the provider an alternative payment method that does not**
15 **impose fees or similar charges on the provider; and**

16 **(c) The provider or a designee of the provider elects to accept a payment of the claim**
17 **using the credit card or electronic funds transfer payment method.**

18 **SECTION 3. (1) As used in this section, "dental carrier" means a carrier, as defined in**
19 **ORS 743B.005, that offers a policy or certificate of insurance or other contract, that provides**
20 **only a dental benefit.**

21 **(2) A dental carrier may not contract with a third party to provide access to the dental**
22 **care services and discounted rates of a dental care provider under a provider network con-**
23 **tract unless:**

24 **(a) The provider network contract specifically authorizes the third party contract and the**
25 **provider agrees to the provision; and**

26 **(b) The third party contract obligates the third party to comply with all applicable terms,**
27 **limitations and conditions of the provider network contract.**

28 **(3) A dental carrier that provides access to the dental care services and discounted rates**
29 **of a dental care provider under a provider network contract shall:**

30 **(a) Give to the provider in writing or electronically, at the time a provider network con-**

NOTE: Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 tract is entered into, renewed or extended, a list of all third parties known by the dental
2 carrier at the time to which the dental carrier has or will provide access to the dental care
3 services and discounted rates of the provider under the provider network contract;

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

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

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

12 (e) Notify each third party listed under paragraph (a) or (b) of this subsection of the
13 termination of the provider network contract no later than 30 days prior to the effective date
14 of the termination; and

15 (f) Make available to a provider within 30 days of the provider's request a copy of the
16 provider network contract currently in force that was relied upon by the dental carrier in
17 the adjudication of the provider's claim.

18 (4) The notice required under subsection (3)(d) and (e) of this section can be provided by
19 any reasonable means, including but not limited to written notice, electronic communication
20 or an update to an electronic database.

21 (5) Subject to any applicable continuity of care requirements, agreements or contractual
22 provisions, a third party's right to access a provider's dental care services and discounted
23 rates under a provider network contract shall terminate on the date the provider network
24 contract is terminated.

25 (6) The requirements of this section may not be waived by agreement. Any contract
26 provision that purports to waive the requirements of this section or that conflicts with the
27 requirements of this section is null and void.

28 (7) This section does not apply to:

29 (a) Contracts between a dental carrier and a licensee or affiliate of the dental carrier;

30 or

31 (b) The state medical assistance program.

32 **SECTION 4.** Sections 2 and 3 of this 2023 Act apply to contracts entered into, renewed
33 or extended on or after the effective date of this 2023 Act.

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