

A-Engrossed
House Bill 3008

Ordered by the House March 24
Including House Amendments dated March 24

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.

Limits ability of [*carriers*] **insurers** 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 **surance Code.**

6 **SECTION 2. (1) As used in this section, “dental insurer” means an insurer that offers a**
7 **policy or certificate of insurance or other contract, that provides only a dental benefit.**

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

11 **(a) The dental insurer notifies the provider, in advance, of the potential fees or other**
12 **charges associated with the use of the credit card or electronic funds transfer payment**
13 **method;**

14 **(b) The dental insurer 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 **(3) If a dental insurer contracts with a vendor to process payments of dental providers’**
19 **claims, the dental insurer shall require the vendor to comply with the provisions of sub-**
20 **section (2)(a) of this section.**

21 **SECTION 3. (1) As used in this section:**

22 **(a) “Dental insurer” means an insurer that offers a policy or certificate of insurance or**
23 **other contract, that provides only a dental benefit.**

24 **(b) “Third party” means an entity that contracts with a dental insurer to gain access to**
25 **the dental care services and discounted rates of dental care providers under the dental**
26 **insurer’s provider network contract.**

27 **(2) A dental insurer may contract with a third party to provide access to the dental care**

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 services and discounted rates of a dental care provider under a provider network contract
2 only if:

3 (a) The dental care provider in the network chooses to allow the third party to access
4 the dental care provider's services and discounted rates:

5 (A) At the time the contract is entered into or renewed; and

6 (B) Whenever there is a material modification to the provider network contract that al-
7 lows a third party access to the provider network contract;

8 (b) The dental insurer allows the dental care provider to contract directly with the third
9 party instead of allowing the third party to access the dental care provider's services and
10 discounted rates; and

11 (c) The third party contract obligates the third party to comply with all applicable terms,
12 limitations and conditions of the provider network contract.

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

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

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

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

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

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

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

34 (f) Make available to a provider within 30 days of the provider's request a copy of the
35 provider network contract currently in force that was relied upon by the dental insurer in
36 the adjudication of the provider's claim.

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

40 (6) Subject to any applicable continuity of care requirements, agreements or contractual
41 provisions, a third party's right to access a dental care provider's services and discounted
42 rates under a provider network contract shall terminate on the date the provider network
43 contract is terminated.

44 (7) The requirements of this section may not be waived by agreement. Any contract
45 provision that purports to waive the requirements of this section or that conflicts with the

1 **requirements of this section is null and void.**

2 **(8) This section does not apply to:**

3 **(a) Contracts between a dental insurer and a licensee or affiliate of the dental insurer.**

4 **(b) The state medical assistance program.**

5 **(c) A dental insurer that relies only on employees of the insurer to provide dental care.**

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

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