

Second Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO

INTRODUCED

LLS NO. 26-0278.01 Josh Schultz x5486

HOUSE BILL 26-1070

HOUSE SPONSORSHIP

Hartsook and Brown,

SENATE SPONSORSHIP

Jodeh and Frizell,

House Committees
Health & Human Services

Senate Committees

A BILL FOR AN ACT
101 **CONCERNING THIRD-PARTY NETWORK LEASE AGREEMENTS FOR**
102 **DENTAL SERVICES.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill imposes requirements regarding a contract or agreement between an insurance carrier (carrier) and a third party concerning access to dental care services, including:

- Prohibiting a carrier from entering into a third-party network lease agreement to provide access to dental care services or contractually agreed-upon discounts provided

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

- by a dental provider who is contracted as a participating provider (provider) with the carrier, unless the provider gives affirmative consent to allow the third party to access the provider's dental care services and contractually agreed-upon discounts;
- Prohibiting a carrier from canceling a contract with a provider on the grounds that the provider refuses to allow access by a third party to the dental care services and contractually agreed-upon discounts provided by the provider; and
- If a provider allows a third party to access the provider's dental care services and contractually agreed-upon discounts through a contract between a carrier and a third party, requiring the carrier to comply with specified obligations.

The bill create exemptions from the prohibitions on specified contract provisions in contracts between carriers and dental providers, including if:

- A provider network contract for dental services is provided to beneficiaries of programs for medical assistance sponsored by the state of Colorado; or
- Access to a provider network contract is granted to a dental carrier or an entity operating in accordance with the same brand licensee program as the contracting entity, and a list of the carriers or entities with the same brand licensee program as the contracting entity is made available to a provider on the contracting entity's website.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, 10-16-121.5, **amend**
3 (4); and **add** (5), (6), (7), (8), (9), and (10) as follows:

4 **10-16-121.5. Prohibited contract provisions in contracts**
5 **between carriers and providers for dental care services - definitions.**

6 (4) **For purposes of** AS USED IN this section:

7 (a) "AFFIRMATIVE CONSENT" MEANS A DENTAL PROVIDER'S
8 EXPRESS CONSENT TO A THIRD PARTY ACCESSING THE DENTAL PROVIDER'S
9 DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON DISCOUNTS.

10 THE TERMS OF THE AFFIRMATIVE CONSENT MUST BE CLEAR AND READILY

1 UNDERSTANDABLE. AFFIRMATIVE CONSENT MUST INCLUDE THE DENTAL
2 PROVIDER'S SIGNATURE. THE SIGNATURE MAY BE AN ELECTRONIC
3 SIGNATURE IF THE FORM OF THE SIGNATURE IS RECOGNIZED AS A VALID
4 SIGNATURE UNDER APPLICABLE FEDERAL OR STATE LAW, INCLUDING
5 CHECKING A BOX INDICATING AFFIRMATIVE CONSENT.

6 (b) "Covered services" means dental care services for which:

7 (I) Reimbursement is available under a covered person's plan
8 contract; or ~~for which~~

9 (II) A reimbursement would be available but for the application
10 of contractual limitations, such as deductibles, copayments, coinsurance,
11 waiting periods, annual or lifetime maximums, frequency limitations,
12 alternative benefit payments, or any other contractual limitations.

13 (c) "THIRD PARTY" MEANS AN ENTITY THAT ENTERS INTO A
14 THIRD-PARTY NETWORK LEASE AGREEMENT WITH A CARRIER OR A DENTAL
15 BENEFITS ADMINISTRATOR.

16 (d) "THIRD-PARTY NETWORK LEASE AGREEMENT" MEANS AN
17 AGREEMENT OR CONTRACT ENTERED INTO BETWEEN A CARRIER OR A
18 DENTAL BENEFITS ADMINISTRATOR AND A THIRD PARTY TO GAIN ACCESS
19 TO THE DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON
20 DISCOUNTS PROVIDED BY A PARTICIPATING PROVIDER THAT HAS ENTERED
21 INTO A CONTRACT WITH THE CARRIER OR THE DENTAL BENEFITS
22 ADMINISTRATOR.

23 (5) A CARRIER SHALL NOT ENTER INTO A THIRD-PARTY NETWORK
24 LEASE AGREEMENT TO PROVIDE ACCESS TO DENTAL CARE SERVICES OR
25 CONTRACTUALLY AGREED-UPON DISCOUNTS PROVIDED BY A DENTAL
26 PROVIDER WHO IS CONTRACTED AS A PARTICIPATING PROVIDER WITH THE
27 CARRIER, UNLESS THE PARTICIPATING PROVIDER GIVES AFFIRMATIVE

1 CONSENT TO ALLOW THE THIRD PARTY TO ACCESS THE PARTICIPATING
2 PROVIDER'S DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON
3 DISCOUNTS.

4 (6) A CARRIER SHALL NOT CANCEL OR OTHERWISE TERMINATE A
5 CONTRACT WITH A PARTICIPATING PROVIDER ON THE GROUNDS THAT THE
6 PARTICIPATING PROVIDER REFUSES TO ALLOW ACCESS BY A THIRD PARTY
7 TO THE DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON
8 DISCOUNTS PROVIDED BY THE PARTICIPATING PROVIDER. WHEN INITIALLY
9 CONTRACTING WITH A DENTAL PROVIDER, A CARRIER SHALL NOT REFUSE
10 TO CONTRACT WITH THE DENTAL PROVIDER SOLELY ON THE BASIS THAT
11 THE DENTAL PROVIDER DOES NOT CONSENT TO ALLOW A THIRD PARTY TO
12 ACCESS THE DENTAL PROVIDER'S DENTAL CARE SERVICES AND
13 CONTRACTUALLY AGREED-UPON DISCOUNTS.

14 (7) IF A PARTICIPATING PROVIDER GIVES AFFIRMATIVE CONSENT TO
15 ALLOW A THIRD PARTY TO ACCESS THE PARTICIPATING PROVIDER'S DENTAL
16 CARE SERVICES AND CONTRACTUALLY AGREED-UPON DISCOUNTS
17 THROUGH A THIRD-PARTY NETWORK LEASE AGREEMENT ENTERED INTO
18 BETWEEN A CARRIER AND A THIRD PARTY, THE CARRIER SHALL:

19 (a) ALLOW THE PARTICIPATING PROVIDER THE OPTION OF
20 CONTRACTING DIRECTLY WITH THE THIRD PARTY INSTEAD OF ALLOWING
21 THE THIRD PARTY TO ACCESS THE PARTICIPATING PROVIDER'S SERVICES
22 AND CONTRACTUALLY AGREED-UPON DISCOUNTS THROUGH THE
23 THIRD-PARTY NETWORK LEASE AGREEMENT;

24 (b) REQUIRE THAT THE THIRD-PARTY NETWORK LEASE AGREEMENT
25 OBLIGATE THE THIRD PARTY TO COMPLY WITH ALL APPLICABLE TERMS, FEE
26 SCHEDULES, LIMITATIONS, AND CONDITIONS OF THE CONTRACT BETWEEN
27 THE CARRIER AND THE PARTICIPATING PROVIDER;

11 (II) ALLOW THE PARTICIPATING PROVIDER TO REMOVE CONSENT
12 TO PARTICIPATE IN A THIRD-PARTY NETWORK LEASE AGREEMENT;

18 (e) REQUIRE A THIRD PARTY TO IDENTIFY ON EACH REMITTANCE OR
19 EXPLANATION OF PAYMENT SENT TO THE PARTICIPATING PROVIDER THE
20 SOURCE OF ANY CONTRACTUAL DISCOUNT IN RATES TAKEN BY THE THIRD
21 PARTY;

22 (f) NOTIFY THE PARTICIPATING PROVIDER AT LEAST THIRTY DAYS
23 BEFORE THE EFFECTIVE DATE OF A NEW THIRD-PARTY NETWORK LEASE
24 AGREEMENT;

25 (g) NOTIFY EACH THIRD PARTY DESCRIBED UNDER SUBSECTION
26 (7)(c)(I) OR (7)(d) OF THIS SECTION OF THE TERMINATION OF THE
27 CONTRACT BETWEEN A CARRIER AND A PARTICIPATING PROVIDER AT

1 LEAST THIRTY DAYS BEFORE THE EFFECTIVE DATE OF THE TERMINATION;

2 AND

3 (h) MAKE AVAILABLE TO THE PARTICIPATING PROVIDER WITHIN
4 THIRTY DAYS AFTER THE PARTICIPATING PROVIDER'S REQUEST A COPY OF
5 THE CONTRACT CURRENTLY IN FORCE THAT WAS RELIED UPON BY THE
6 CARRIER IN THE ADJUDICATION OF THE PARTICIPATING PROVIDER'S CLAIM.

7 (8) THE NOTICE REQUIRED UNDER SUBSECTION (7)(f) OR (7)(g) OF
8 THIS SECTION MAY BE PROVIDED BY ANY REASONABLE MEANS, INCLUDING
9 WRITTEN NOTICE OR ELECTRONIC COMMUNICATION.

10 (9) SUBJECT TO ANY APPLICABLE CONTINUITY OF CARE
11 REQUIREMENTS, AGREEMENTS, OR CONTRACTUAL PROVISIONS, A THIRD
12 PARTY'S RIGHT TO ACCESS A DENTAL PROVIDER'S SERVICES AND
13 CONTRACTUALLY AGREED-UPON DISCOUNTS TERMINATES ON THE DATE
14 THE CONTRACT BETWEEN THE CARRIER AND THE PROVIDER IS
15 TERMINATED.

16 (10) THIS SECTION DOES NOT APPLY IF:

17 (a) A PROVIDER NETWORK CONTRACT FOR DENTAL SERVICES IS
18 PROVIDED TO BENEFICIARIES OF PROGRAMS FOR MEDICAL ASSISTANCE
19 SPONSORED BY THE STATE, INCLUDING PROGRAMS ADMINISTERED
20 PURSUANT TO THE "CHILDREN'S BASIC HEALTH PLAN ACT", ARTICLE 8 OF
21 TITLE 25.5, AND THE "COLORADO MEDICAL ASSISTANCE ACT", ARTICLES
22 4, 5, AND 6 OF TITLE 25.5, TO THE EXTENT THE PROVIDER NETWORK
23 CONTRACT IS PROVIDED TO BENEFICIARIES OF THESE PROGRAMS; OR

24 (b) ACCESS TO A PROVIDER NETWORK CONTRACT IS GRANTED TO
25 A CARRIER OR AN ENTITY OPERATING IN ACCORDANCE WITH THE SAME
26 BRAND LICENSEE PROGRAM AS THE CONTRACTING ENTITY, AND A LIST OF
27 THE CARRIERS OR ENTITIES WITH THE SAME BRAND LICENSEE PROGRAM AS

1 THE CONTRACTING ENTITY IS MADE AVAILABLE TO A PROVIDER ON THE
2 CONTRACTING ENTITY'S WEBSITE.

3 **SECTION 2. Act subject to petition - effective date -**
4 **applicability.** (1) This act takes effect at 12:01 a.m. on the day following
5 the expiration of the ninety-day period after final adjournment of the
6 general assembly (August 12, 2026, if adjournment sine die is on May 13,
7 2026); except that, if a referendum petition is filed pursuant to section 1
8 (3) of article V of the state constitution against this act or an item, section,
9 or part of this act within such period, then the act, item, section, or part
10 will not take effect unless approved by the people at the general election
11 to be held in November 2026 and, in such case, will take effect on the
12 date of the official declaration of the vote thereon by the governor.

13 (2) This act applies to an agreement or contract entered into or
14 renewed on or after the applicable effective date of this act.