



440 1st St. NW, Suite 430 | Washington, DC 20001  
O: 202.808.8848 | [thehealthbenefitsinstitute.org](http://thehealthbenefitsinstitute.org)

September 15, 2020

Representative George J. Keiser  
422 Toronto Drive  
Bismarck, ND 58503-0276  
[gkeiser@nd.gov](mailto:gkeiser@nd.gov)

Representative Deborah Ferguson  
200 South Rhodes Street, Suite B  
West Memphis, AR 72301  
[deborah.ferguson@arkansashouse.org](mailto:deborah.ferguson@arkansashouse.org)

Will Melofchik  
NCOIL  
2317 Route 34 S, Suite 2B,  
Manasquan, New Jersey 08736  
[wmelofchik@ncoil.org](mailto:wmelofchik@ncoil.org)

RE: Patient Dental Care Bill of Rights

Dear Rep. Keiser and Rep. Ferguson

Thank you for the opportunity to provide comments on the proposed Patient Dental Care Bill of Rights. The Health Benefits Institute is a group of agents, brokers, insurers, employers, benefit platforms and others seeking to protect the ability of consumers to make their own health care financing choices. We support policies that expand consumer choice and control, promote industry standards, educate consumers on their options and foster high quality health outcomes through transparency in health care prices, quality, and the financing mechanisms used to pay for care.

We appreciate that this proposed working draft reflects a number of important changes from prior drafts and while the draft is a work in progress, we would note much progress has been made. When commenting on the prior draft of the model bill, we noted that there were several important principles for any network contracting bill:

1. Any network agreement must disclose whether or not the network can be rented to a third party that is not a self-funded employer.
-

2. The provider must affirmatively agree to allow the contract to be rented. The insurer may withdraw the contract offer if the term is rejected, but must do so in writing.
3. The network agrees that the same contractual terms must apply to anyone renting the network and that the network will seek to enforce those terms.
4. There can be no subsequent re-rental of the network by the third party except that the rental may allow rental to a self-funded employer arrangement.
5. The network will keep record of all network rental agreements, provide the list to the provider at any time upon request, and annually provide a notice to the provider. These terms may be met by providing access to website that is updated regularly.

Following the revisions, the proposed model largely adheres to many of the principles HBI believes reflect good public policy. However, we believe there are still an area of concern:

### **B. Fair and Transparent Network Contracting Act**

This section appears to limit a contracting entities ability to terminate a provider contract when a contracted provider – who previously agreed to contract leasing – refuses a leasing arrangement. We believe this provision is unfair. Both parties should be free to end the contract for any reason – based on the provisions in the contract. We would suggest the following change:

B1. At the time the contract is entered into, sold, leased or renewed, or a when there are material modifications to a contract relevant to granting access to a provider network contract to a third party, the dental carrier allows any provider which is part of the carrier's provider network to choose to not participate in third party access to the contract or to enter into a contract directly with the health insurer that acquired the provider network. ~~Opting out of lease arrangements shall not require dentists to cancel or otherwise end contractual relationship with the original carrier that leases its network.~~

Thank you again for providing an opportunity to comment on NCOIL Patient Dental Care Bill of Rights. Please do not hesitate to contact me if you have further questions at [jpwieske@thehealthbenefitsinstitute.org](mailto:jpwieske@thehealthbenefitsinstitute.org) or (920) 784-4486.

Sincerely

A handwritten signature in black ink, appearing to read 'JP Wieske', with a long horizontal flourish extending to the right.

JP Wieske  
Executive Director