

May 2, 2023

Senator Matt Klein
Senator Judy Seeberger
Senator Jordan Rasmusson

Representative Zack Stephenson
Representative Carlie Kotyza-Witthuhn
Representative Tim O'Driscoll

Chair Klein, Chair Stephenson, and Conferees,

On behalf of the Minnesota Dental Association (MDA), thank you for including dental related provisions in both SF2219 (Senate Commerce Policy Omnibus) and HF2680 (House Commerce Finance & Policy Omnibus). I ask that you include these provisions in the final conference committee report. These items address the following three critical aspects of the dentist/dental plan relationship.

Dental Contract Fee Schedule Disclosure

SF2219 Art. 1, Sect. 12 & 13; HF2680 Art. 2, Sect. 48 & 49

This language amends existing statute pertaining to the disclosure of fees by a health plan to a provider. Currently, health plans must provide a full fee schedule in addition to other contract provisions *before* requiring a provider to sign a contract. Dental plans, however, are exempt from such a disclosure. This creates a dynamic where a dental provider is asked to enter into a contract with minimal information regarding expected reimbursement for services rendered under the contract. No other business transaction would be conceived without the full disclosure of terms, conditions, and fees associated with such a transaction. These provisions eliminate this exemption and applies the current contract disclosure statute equally to health plans inclusive of dental plans.

Network Leasing

SF2219 Art. 1, Sect. 14 & 16; HF2680 Art. 2, Sect. 50 & 52

These sections address network leasing, where a dental plan leases its provider network to another entity, which is often an unrelated dental plan. This frequently occurs without any notice to the contracted dentist, resulting in confusion among patients and providers. Dentists may unknowingly be required to abide by contract terms and payments that may differ from the original contract. Patients may be confronted with a dental practice that has no knowledge of what may be covered by a patient's plan, leading to potential disruptive delivery of care. Most importantly, this provision would provide a dentist an opportunity to opt-out of such a leasing agreement without penalty.

Virtual Credit Cards

SF2219 Art. 1, Sect. 14 & 15; HF2680 Art. 2, Sect. 50 & 51

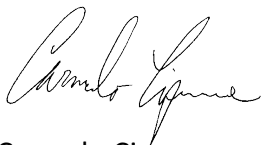
These sections address reimbursement methods such as virtual credit cards or any forms of digital currency. These methods of payment often impose fees to collect payment for the service the dentist has provided the patient, essentially requiring a provider to pay to get paid for a service. Several dentists have reported that some payers offer no alternative method of receiving reimbursement. This provision does not prohibit the use of virtual currency, it merely provides for full transparency in payment method and affords the provider an option of reimbursement that does not incur fees.

The language included in all sections described above is the result of collaboration between the Minnesota Dental Association and Delta Dental of Minnesota, with input from the Minnesota Insurance and Financial Services Council. The Minnesota Dental Association thanks representatives of these stakeholders for their support. These provisions were included in the Conference Committee Report for the 2022 Jobs, Economic Development, and Commerce Conference Committee. The language in this bill has not changed since that time.

I urge you to include these provisions in the final conference committee report and help bring transparency and fairness to dental plan contracting.

Should you have any questions, please contact the MDA's Government Affairs Manager Dan Murphy at dmurphy@mdental.org or 612-767-4255.

Sincerely,



Carmelo Cinqueonce, MBA
Executive Director

The Minnesota Dental Association is a statewide professional membership organization representing Minnesota-licensed dentists and dental students, with a membership of over 3,000.