

**NOTE: This bill has been prepared for the signatures of the appropriate legislative officers and the Governor. To determine whether the Governor has signed the bill or taken other action on it, please consult the legislative status sheet, the legislative history, or the Session Laws.**



HOUSE BILL 26-1070

BY REPRESENTATIVE(S) Hartsook and Brown, Gonzalez R., Hamrick, Lindsay;  
also SENATOR(S) Jodeh and Frizell, Daugherty, Gonzales J., Kipp, Weissman, Coleman.

CONCERNING THIRD-PARTY NETWORK LEASE AGREEMENTS FOR DENTAL SERVICES.

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

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

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

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

(a) "AFFIRMATIVE CONSENT" MEANS A DENTAL PROVIDER'S EXPRESS CONSENT TO A THIRD PARTY ACCESSING THE DENTAL PROVIDER'S DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON DISCOUNTS. THE TERMS OF THE AFFIRMATIVE CONSENT MUST BE CLEAR AND READILY

*Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.*

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

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

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

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

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

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

(5) A CARRIER SHALL NOT ENTER INTO A THIRD-PARTY NETWORK LEASE AGREEMENT TO PROVIDE ACCESS TO DENTAL CARE SERVICES OR CONTRACTUALLY AGREED-UPON DISCOUNTS PROVIDED BY A DENTAL PROVIDER WHO IS CONTRACTED AS A PARTICIPATING PROVIDER WITH THE CARRIER, UNLESS THE PARTICIPATING PROVIDER GIVES AFFIRMATIVE CONSENT TO ALLOW THE THIRD PARTY TO ACCESS THE PARTICIPATING PROVIDER'S DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON DISCOUNTS.

(6) A CARRIER SHALL NOT CANCEL OR OTHERWISE TERMINATE A CONTRACT WITH A PARTICIPATING PROVIDER ON THE GROUNDS THAT THE PARTICIPATING PROVIDER REFUSES TO ALLOW ACCESS BY A THIRD PARTY TO THE DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON

DISCOUNTS PROVIDED BY THE PARTICIPATING PROVIDER. WHEN INITIALLY CONTRACTING WITH A DENTAL PROVIDER, A CARRIER SHALL NOT REFUSE TO CONTRACT WITH THE DENTAL PROVIDER SOLELY ON THE BASIS THAT THE DENTAL PROVIDER DOES NOT CONSENT TO ALLOW A THIRD PARTY TO ACCESS THE DENTAL PROVIDER'S DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON DISCOUNTS.

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

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

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

(c) AT THE TIME A CONTRACT BETWEEN A CARRIER AND A PARTICIPATING PROVIDER IS ENTERED INTO, RENEWED, OR EXTENDED, OR WHENEVER THERE IS A MATERIAL MODIFICATION TO THE CONTRACT RELEVANT TO GRANTING ACCESS TO A THIRD PARTY THROUGH A THIRD-PARTY NETWORK LEASE AGREEMENT:

(I) GIVE TO THE PARTICIPATING PROVIDER, IN WRITING OR ELECTRONICALLY, A LIST OF ALL THIRD PARTIES KNOWN BY THE CARRIER TO WHICH THE CARRIER HAS PROVIDED OR WILL PROVIDE ACCESS TO THE DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON DISCOUNTS PROVIDED BY THE PARTICIPATING PROVIDER; AND

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

(d) MAINTAIN A WEBSITE THROUGH WHICH THE PARTICIPATING

PROVIDER MAY OBTAIN A LIST, REVIEWED EVERY NINETY DAYS AND, IF NEEDED, UPDATED, OF ALL THIRD PARTIES THAT HAVE ACCESS TO THE PARTICIPATING PROVIDER'S DENTAL CARE SERVICES AND CONTRACTUALLY AGREED-UPON DISCOUNTS;

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

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

(g) NOTIFY EACH THIRD PARTY DESCRIBED UNDER SUBSECTION (7)(c)(I) OR (7)(d) OF THIS SECTION OF THE TERMINATION OF THE CONTRACT BETWEEN A CARRIER AND A PARTICIPATING PROVIDER AT LEAST THIRTY DAYS BEFORE THE EFFECTIVE DATE OF THE TERMINATION; AND

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

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

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

(10) THIS SECTION DOES NOT APPLY IF:

(a) A PROVIDER NETWORK CONTRACT FOR DENTAL SERVICES IS PROVIDED TO BENEFICIARIES OF PROGRAMS FOR MEDICAL ASSISTANCE SPONSORED BY THE STATE, INCLUDING PROGRAMS ADMINISTERED PURSUANT TO THE "CHILDREN'S BASIC HEALTH PLAN ACT", ARTICLE 8 OF TITLE 25.5,

AND THE "COLORADO MEDICAL ASSISTANCE ACT", ARTICLES 4, 5, AND 6 OF TITLE 25.5, TO THE EXTENT THE PROVIDER NETWORK CONTRACT IS PROVIDED TO BENEFICIARIES OF THESE PROGRAMS; OR

(b) ACCESS TO A PROVIDER NETWORK CONTRACT IS GRANTED TO A 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.

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

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

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Julie McCluskie  
SPEAKER OF THE HOUSE  
OF REPRESENTATIVES

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James Rashad Coleman, Sr.  
PRESIDENT OF  
THE SENATE

\_\_\_\_\_  
Vanessa Reilly  
CHIEF CLERK OF THE HOUSE  
OF REPRESENTATIVES

\_\_\_\_\_  
Esther van Mourik  
SECRETARY OF  
THE SENATE

APPROVED \_\_\_\_\_  
(Date and Time)

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Jared S. Polis  
GOVERNOR OF THE STATE OF COLORADO