

88 (ii) for a contract with a dental carrier, the dentist has the right to choose not to
 89 participate in third-party access.

90 (5) A contracting entity shall:

91 (a) provide a provider, in writing or electronic form, each third party in existence as of
 92 the date the contract is entered into;

93 (b) maintain a list of each third party in existence on the contracting entity's website
 94 that is updated at least once every 90 days;

95 (c) require a third party to identify the source of the discount on all remittance advices
 96 or explanations of payment under which a discount is taken unless the transaction is an
 97 electronic transaction mandated by the Health Insurance Portability and Accountability Act;

98 (d) notify a third party of the termination of a provider network contract no later than
 99 30 days after the day on which the contract terminates with the contracting entity;

99a **H→ (e) at least 30 days before the day on which a third party begins leasing a network**
 99b **provider, notify each network provider subject to the lease; ←H**

100 **H→ [(e)] (f) ←H** make available to a participating provider, within 30 days after the day on
 100a which the
 101 provider makes a request, a copy of the provider network contract at issue in the adjudication
 102 of a claim; and

103 **H→ [(f)] (g) ←H** maintain a list of the contracting entity's affiliates on the contracting
 103a entity's
 104 website.

105 (6) A third party that gains access to a contract under this section:

106 (a) shall comply with each term of the contract to which the third party gains access;
 107 and

108 (b) loses all rights to a provider's discounted rate as of the termination date of the
 109 provider network contract.

110 (7) A contracting entity or third party may not require a provider to perform services
 111 under a provider network contract if a third party gains access to a contract in violation of this
 112 section.

113 (8) This section does not apply to:

114 (a) a contracting entity granting access to a provider network contract to:

115 (i) an entity that operates in accordance with the brand licensee program of the
 116 contracting entity; or

117 (ii) an entity that is an affiliate of the contracting entity; and

118 (b) a provider network contract for dental services provided to beneficiaries of a state

150 determination in accordance with ~~H~~→ Section ←~~H~~ 31A-22-629; and

151 (ii) a statement of a provider's rights and responsibilities regarding the procedures
152 described in Subsection (3)(c)(i).

153 (4) An insurer may not maintain a dental plan that:

154 (a) based on the provider's contracted fee for covered services, uses downcoding in a
155 manner that prevents a dental provider from collecting the fee for the actual service performed
156 from either the plan or the patient; or

157 (b) uses bundling in a manner where a procedure code is labeled as nonbillable to the
158 patient unless, under generally accepted practice standards, the procedure code is for a
159 procedure that may be provided in conjunction with another procedure.

160 (5) An insurer shall ensure that an explanation of benefits for a dental plan includes the
161 reason for any downcoding or bundling result.