

~~(2) A HEALTH MAINTENANCE ORGANIZATION OR LICENSED HEALTH SERVICES CONTRACTOR SHALL MEET THE REQUIREMENTS OF PARAGRAPH (1) OF THIS SUBSECTION, REGARDLESS OF THE EXISTENCE OF THE SEGREGATED FUND OR A CONTRARY PROVISION IN AN ADMINISTRATIVE SERVICE PROVIDER CONTRACT.~~

~~(3) NOTHING IN PARAGRAPH (1) OR PARAGRAPH (2) OF THIS SUBSECTION MAY BE CONSTRUED TO PROHIBIT A HEALTH MAINTENANCE ORGANIZATION OR LICENSED HEALTH SERVICES CONTRACTOR FROM SEEKING PAYMENT FROM THE CONTRACTING PROVIDER OR FROM AMOUNTS HELD IN THE SEGREGATED FUND IN ACCORDANCE WITH THIS SECTION FOR PAYMENTS MADE TO EXTERNAL PROVIDERS ON BEHALF OF THE CONTRACTING PROVIDER.~~

~~(4) UPON THE FAILURE OF THE LICENSED HEALTH SERVICES CONTRACTOR TO ACCEPT FINANCIAL AND ADMINISTRATIVE RESPONSIBILITY FOR PAYMENT DUE TO EXTERNAL PROVIDERS ON BEHALF OF THE CONTRACTING PROVIDER IN ACCORDANCE WITH PARAGRAPH (1) OF THIS SUBSECTION, THE HEALTH MAINTENANCE ORGANIZATION THAT HAS ENTERED INTO A DOWNSTREAM RISK CONTRACT WITH THE LICENSED HEALTH CARE PROVIDER SHALL:~~

~~(I) BE FINANCIALLY AND ADMINISTRATIVELY RESPONSIBLE FOR PAYMENT DUE FROM THE CONTRACTING PROVIDER TO EXTERNAL PROVIDERS ON BEHALF OF THE CONTRACTING PROVIDER; AND~~

~~(II) MAKE ALL PAYMENTS TO EXTERNAL PROVIDERS IN ACCORDANCE WITH THE REQUIREMENTS OF § 15-1005 OF THIS TITLE.~~

~~(5) A HEALTH MAINTENANCE ORGANIZATION SHALL MEET THE REQUIREMENTS OF PARAGRAPH (4) OF THIS SUBSECTION, REGARDLESS OF THE EXISTENCE OF THE SEGREGATED FUND OR A CONTRARY PROVISION IN A DOWNSTREAM RISK ASSUMPTION CONTRACT OR AN ADMINISTRATIVE SERVICE PROVIDER CONTRACT.~~

~~(6) NOTHING IN PARAGRAPH (4) OR PARAGRAPH (5) OF THIS SUBSECTION MAY BE CONSTRUED TO PROHIBIT A HEALTH MAINTENANCE ORGANIZATION FROM SEEKING PAYMENT FROM THE CONTRACTING PROVIDER, THE LICENSED HEALTH SERVICES CONTRACTOR, OR FROM AMOUNTS HELD IN THE SEGREGATED FUND IN ACCORDANCE WITH THIS SUBTITLE FOR PAYMENTS MADE TO EXTERNAL PROVIDERS ON BEHALF OF THE CONTRACTING PROVIDER.~~

~~(H) THE PLAN AND ALL SUPPORTING DOCUMENTATION SUBMITTED IN CONNECTION WITH THE PLAN SHALL BE TREATED AS CONFIDENTIAL AND PROPRIETARY, AND MAY NOT BE DISCLOSED EXCEPT AS OTHERWISE REQUIRED BY LAW.~~

15-10D-09.

~~(A) THE LICENSE OF A LICENSED HEALTH SERVICES PROVIDER EXPIRES ON THE SECOND ANNIVERSARY OF ITS EFFECTIVE DATE UNLESS THE LICENSE IS RENEWED FOR A 2-YEAR TERM AS PROVIDED IN THIS SECTION.~~

~~(B) BEFORE THE LICENSE EXPIRES, A LICENSE MAY BE RENEWED FOR AN ADDITIONAL 2-YEAR TERM IF THE APPLICANT:~~