

VETOES

~~(ii)~~ ~~2.~~ (11) A HEALTH CARE PROVIDER OR ANY REPRESENTATIVE OF A HEALTH CARE PROVIDER MAY NOT MAINTAIN ANY ACTION AGAINST ANY SUBSCRIBER OR ENROLLEE TO COLLECT OR ATTEMPT TO COLLECT ANY MONEY OWED BY THE HEALTH MAINTENANCE ORGANIZATION TO THE HEALTH CARE PROVIDER.

~~(3)~~ ~~(iii)~~ (3) NOTWITHSTANDING ANY OTHER PROVISION OF THIS SUBSECTION, A HEALTH CARE PROVIDER OR REPRESENTATIVE OF A HEALTH CARE PROVIDER MAY COLLECT OR ATTEMPT TO COLLECT FROM A SUBSCRIBER OR ENROLLEE:

(I) ANY COPAYMENT OR COINSURANCE SUMS OWED BY THE SUBSCRIBER OR ENROLLEE TO THE HEALTH MAINTENANCE ORGANIZATION FOR COVERED SERVICES PROVIDED BY THE HEALTH CARE PROVIDER; OR

(II) ANY PAYMENT OR CHARGES FOR SERVICES NOT COVERED UNDER THE SUBSCRIBER'S CONTRACT.

~~(4)~~ (P) (1) THE COMMISSIONER SHALL REQUIRE EACH HEALTH MAINTENANCE ORGANIZATION TO HAVE AN INSOLVENCY PLAN BY JANUARY 1, 1990 WHICH PROVIDES FOR:

(I) CONTINUATION OF BENEFITS TO SUBSCRIBERS AND ENROLLEES FOR THE DURATION OF THE CONTRACT PERIOD FOR WHICH PREMIUMS HAVE BEEN PAID; AND

(II) CONTINUATION OF BENEFITS TO SUBSCRIBERS OR ENROLLEES WHO ARE ADMITTED TO AN INPATIENT HEALTH CARE FACILITY ON THE DATE OF INSOLVENCY UNTIL, THE EARLIER OF:

1. THE SUBSCRIBER OR ENROLLEE IS DISCHARGED FROM THE INPATIENT HEALTH CARE FACILITY; OR

2. 365 DAYS.

(2) IN DETERMINING THE ADEQUACY OF ANY INSOLVENCY PLAN, THE COMMISSIONER MAY CONSIDER:

(I) THE EXISTENCE OF INSURANCE TO COVER EXPENSES INCURRED IN CONTINUING BENEFITS AFTER AN INSOLVENCY;

(II) PROVISIONS IN PROVIDER CONTRACTS OBLIGATING PROVIDERS TO CONTINUE TO PROVIDE SERVICES TO ENROLLEES OR SUBSCRIBERS:

1. FOR THE DURATION OF THE CONTRACT PERIOD FOR WHICH PREMIUMS HAVE BEEN MADE; AND

2. IF ADMITTED TO AN INPATIENT HEALTH CARE FACILITY, UNTIL THE ENROLLEE OR SUBSCRIBER IS DISCHARGED OR 365 DAYS, WHICHEVER OCCURS FIRST;