

(3) A VIOLATION OF THIS SUBSECTION DOES NOT CREATE A NEW CAUSE OF ACTION.

~~(F)~~ (G) EACH CARRIER SHALL ESTABLISH AN INTERNAL REVIEW SYSTEM TO RESOLVE ANY GRIEVANCES INITIATED BY PROVIDERS THAT ARE PARTICIPATING IN THE CARRIER'S PROVIDER PANEL, INCLUDING GRIEVANCES INVOLVING THE TERMINATION OF A PROVIDER FROM PARTICIPATION IN THE CARRIER'S PROVIDER PANEL.

~~(G)~~ (H) A CARRIER MAY NOT TERMINATE A PROVIDER FROM PARTICIPATION IN THE CARRIER'S PROVIDER PANEL, OR OTHERWISE PENALIZE A PROVIDER, FOR:

(1) ADVOCATING THE INTEREST OF A PATIENT THROUGH THE CARRIER'S INTERNAL REVIEW SYSTEM; OR BY

(2) FILING AN APPEAL UNDER THE PROVISIONS OF TITLE 19, SUBTITLE 13 OF THE HEALTH - GENERAL ARTICLE; OR

~~(2) A DISCIPLINARY ACTION BY THE APPROPRIATE LICENSING BOARD OF THE PROVIDER THAT RESULTS SOLELY BECAUSE OF THE PROVIDER'S ADMINISTRATIVE FAILURE AND NOT FROM A DETERMINATION OF THE BOARD THAT THE PROVIDER DOES NOT MEET THE STANDARD OF CARE.~~

~~(H)~~ (I) (1) FOR A PERIOD OF AT LEAST 90 DAYS FROM THE DATE OF THE NOTICE OF A PROVIDER'S TERMINATION FROM THE CARRIER'S PROVIDER PANEL FOR REASONS UNRELATED TO THE TERMS OF THE PROVIDER'S CONTRACT WITH THE CARRIER FRAUD, PATIENT ABUSE, INCOMPETENCY, OR LOSS OF LICENSURE STATUS BY THE PROVIDER, THE PROVIDER SHALL RENDER HEALTH CARE SERVICES TO ANY OF THE CARRIER'S ENROLLEES WHO:

(I) WERE RECEIVING HEALTH CARE SERVICES FROM THE PROVIDER PRIOR TO THE NOTICE OF TERMINATION; AND

(II) REQUEST, AFTER RECEIVING NOTICE OF THE PROVIDER'S TERMINATION UNDER SUBSECTION (B) OF THIS SECTION, TO CONTINUE RECEIVING HEALTH CARE SERVICES FROM THE PROVIDER.

(2) A CARRIER SHALL REIMBURSE A PROVIDER UNDER THIS SUBSECTION IN ACCORDANCE WITH THE PROVIDER'S AGREEMENT WITH THE CARRIER.

~~(I) (1) A NEW ENROLLEE MAY REMAIN WITH A PROVIDER WHO IS NOT A MEMBER OF THE CARRIER'S PROVIDER PANEL AND IS CURRENTLY PROVIDING HEALTH CARE SERVICES TO THE ENROLLEE FOR A PERIOD OF UP TO 90 DAYS FROM THE DATE THE INDIVIDUAL BECAME AN ENROLLEE WITH THE CARRIER IF:~~

~~(I) THE ENROLLEE RECEIVES HEALTH CARE SERVICES BENEFITS THROUGH AN EMPLOYER, ASSOCIATION, OR OTHER GROUP ARRANGEMENT;~~

~~(II) THE ENROLLEE'S EMPLOYER, ASSOCIATION, OR OTHER GROUP ARRANGEMENT DOES NOT OFFER A CONTRACT WITH A CARRIER THAT:~~