

5. ANY OTHER PERSON OR ORGANIZATION THAT PROVIDES HEALTH BENEFIT PLANS SUBJECT TO STATE REGULATION.

(II) "CARRIER" INCLUDES AN ENTITY THAT ARRANGES A PROVIDER PANEL FOR A CARRIER.

(3) "ENROLLEE" MEANS ANY PERSON ENTITLED TO HEALTH CARE BENEFITS FROM A CARRIER.

(4) "PROVIDER" MEANS A HEALTH CARE PRACTITIONER OR A GROUP OF HEALTH CARE PRACTITIONERS LICENSED OR OTHERWISE AUTHORIZED BY LAW TO PROVIDE HEALTH CARE SERVICES.

(5) (I) "PROVIDER PANEL" MEANS THOSE PROVIDERS WITH WHICH A CARRIER CONTRACTS TO PROVIDE HEALTH CARE SERVICES TO THE CARRIER'S ENROLLEES UNDER THE CARRIER'S HEALTH BENEFIT PLAN.

(II) "PROVIDER PANEL" DOES NOT INCLUDE AN ARRANGEMENT BETWEEN A CARRIER AND PROVIDERS IN WHICH ANY PROVIDER MAY PARTICIPATE SOLELY ON THE BASIS OF THE PROVIDER'S CONTRACTING WITH THE CARRIER TO PROVIDE SERVICES AT A DISCOUNTED FEE-FOR-SERVICE RATE.

(B) A CARRIER THAT USES A PROVIDER PANEL SHALL ESTABLISH PROCEDURES FOR:

(1) REVIEWING APPLICATIONS FOR PARTICIPATION IN THE CARRIER'S PROVIDER PANEL IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION;

(2) NOTIFYING AN ENROLLEE OF:

(I) THE TERMINATION FROM THE CARRIER'S PROVIDER PANEL OF THE ENROLLEE'S PRIMARY CARE PROVIDER WHO WAS FURNISHING HEALTH CARE SERVICES TO THE ENROLLEE; AND

(II) THE RIGHT OF AN ENROLLEE UPON REQUEST TO CONTINUE TO RECEIVE HEALTH CARE SERVICES FOR A PERIOD OF UP TO 90 DAYS FROM THE DATE OF A PRIMARY CARE PROVIDER'S NOTICE OF TERMINATION FROM A CARRIER'S PROVIDER PANEL FOR REASONS UNRELATED TO FRAUD, PATIENT ABUSE, INCOMPETENCY, OR LOSS OF LICENSURE STATUS BY THE PROVIDER;

(3) NOTIFYING PRIMARY CARE PROVIDERS IN THE CARRIER'S PROVIDER PANEL OF THE TERMINATION OF A SPECIALTY REFERRAL SERVICES PROVIDER; AND

(4) NOTIFYING A PROVIDER AT LEAST 90 DAYS PRIOR TO THE DATE OF THE TERMINATION OF THE PROVIDER FOR REASONS UNRELATED TO FRAUD, PATIENT ABUSE, INCOMPETENCY, OR LOSS OF LICENSURE STATUS BY THE PROVIDER.

(C) A CARRIER THAT USES A PROVIDER PANEL SHALL: