

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

(G) SAME — ADVOCATING PATIENT INTERESTS AND FILING APPEALS.

A CARRIER MAY NOT TERMINATE PARTICIPATION ON ITS PROVIDER PANEL OR OTHERWISE PENALIZE A PROVIDER FOR:

(1) ADVOCATING THE INTERESTS OF A PATIENT THROUGH THE CARRIER'S INTERNAL REVIEW SYSTEM ESTABLISHED UNDER SUBSECTION (H) OF THIS SECTION; OR

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

(H) INTERNAL REVIEW SYSTEM FOR GRIEVANCES.

EACH CARRIER SHALL ESTABLISH AN INTERNAL REVIEW SYSTEM TO RESOLVE GRIEVANCES INITIATED BY PROVIDERS THAT PARTICIPATE ON THE CARRIER'S PROVIDER PANEL, INCLUDING GRIEVANCES INVOLVING THE TERMINATION OF A PROVIDER FROM PARTICIPATION ON THE CARRIER'S PROVIDER PANEL.

(I) CONTINUED CARE OF ENROLLEES AFTER PROVIDER TERMINATION.

(1) FOR AT LEAST 90 DAYS AFTER THE DATE OF THE NOTICE OF TERMINATION OF A PRIMARY CARE PROVIDER FROM A CARRIER'S PROVIDER PANEL FOR REASONS UNRELATED TO FRAUD, PATIENT ABUSE, INCOMPETENCY, OR LOSS OF LICENSURE STATUS, THE PRIMARY CARE PROVIDER SHALL FURNISH HEALTH CARE SERVICES TO EACH ENROLLEE:

(I) WHO WAS RECEIVING HEALTH CARE SERVICES FROM THE PRIMARY CARE PROVIDER BEFORE THE NOTICE OF TERMINATION; AND

(II) WHO, AFTER RECEIVING NOTICE UNDER SUBSECTION (B) OF THIS SECTION OF THE TERMINATION OF THE PRIMARY CARE PROVIDER, REQUESTS TO CONTINUE RECEIVING HEALTH CARE SERVICES FROM THE PRIMARY CARE PROVIDER.

(2) A CARRIER SHALL REIMBURSE A PRIMARY CARE PROVIDER THAT FURNISHES HEALTH CARE SERVICES UNDER THIS SUBSECTION IN ACCORDANCE WITH THE PRIMARY CARE PROVIDER'S AGREEMENT WITH THE CARRIER.

(J) REQUIRED INFORMATION.

(1) A CARRIER SHALL PROVIDE TO PROSPECTIVE ENROLLEES BEFORE ENROLLMENT AND TO EXISTING ENROLLEES AT LEAST ONCE A YEAR:

(I) A LIST OF PROVIDERS ON THE CARRIER'S PROVIDER PANEL;
AND

(II) INFORMATION ON PROVIDERS THAT ARE NO LONGER ACCEPTING NEW PATIENTS.