

(2) REQUIRE THE CONTRACTING PROVIDER TO PROVIDE TO THE HEALTH MAINTENANCE ORGANIZATION A CURRENT ANNUAL FINANCIAL STATEMENT OF THE CONTRACTING PROVIDER EACH YEAR;

(3) REQUIRE THE CREATION BY THE CONTRACTING PROVIDER, OR ON THE CONTRACTING PROVIDER'S BEHALF, OF A SEGREGATED FUND (WHICH MAY INCLUDE WITHHELD FUNDS, ESCROW ACCOUNTS, LETTERS OF CREDIT, OR SIMILAR ARRANGEMENTS), OR REQUIRE THE AVAILABILITY OF OTHER RESOURCES THAT ARE SUFFICIENT TO SATISFY THE CONTRACTING PROVIDER'S OBLIGATIONS TO EXTERNAL PROVIDERS FOR SERVICES RENDERED TO MEMBERS OF THE HEALTH MAINTENANCE ORGANIZATION;

(4) REQUIRE AN EXPLANATION OF HOW THE FUND OR RESOURCES REQUIRED UNDER PARAGRAPH (3) OF THIS SUBSECTION CREATE FUNDS OR OTHER RESOURCES SUFFICIENT TO SATISFY THE CONTRACTING PROVIDER'S OBLIGATIONS TO EXTERNAL PROVIDERS' FOR SERVICES RENDERED TO MEMBERS OF THE HEALTH MAINTENANCE ORGANIZATION; AND

(5) PERMIT THE HEALTH MAINTENANCE ORGANIZATION, AT MUTUALLY AGREED UPON TIMES AND UPON REASONABLE PRIOR NOTICE, TO AUDIT AND INSPECT THE CONTRACTING PROVIDER'S BOOKS, RECORDS, AND OPERATIONS RELEVANT TO THE PROVIDER'S CONTRACT FOR THE PURPOSE OF DETERMINING THE CONTRACTING PROVIDER'S COMPLIANCE WITH THE PLAN.

(D) THE HEALTH MAINTENANCE ORGANIZATION AND THE CONTRACTING PROVIDER SHALL COMPLY WITH THE PLAN.

(E) (1) THE HEALTH MAINTENANCE ORGANIZATION SHALL MONITOR THE CONTRACTING PROVIDER TO ASSURE COMPLIANCE WITH THE PLAN, AND THE HEALTH MAINTENANCE ORGANIZATION SHALL NOTIFY THE CONTRACTING PROVIDER WHENEVER A FAILURE TO COMPLY WITH THE PLAN OCCURS.

(2) UPON THE FAILURE OF THE CONTRACTING PROVIDER TO COMPLY WITH THE PLAN FOLLOWING NOTICE OF NONCOMPLIANCE, OR UPON TERMINATION OF THE ADMINISTRATIVE SERVICE PROVIDER CONTRACT FOR ANY REASON, THE HEALTH MAINTENANCE ORGANIZATION SHALL ASSUME THE ADMINISTRATION OF ANY PAYMENTS DUE FROM THE CONTRACTING PROVIDER TO EXTERNAL PROVIDERS ON BEHALF OF THE CONTRACTING PROVIDER.

(F) 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.