(2)   UPDATE THE INITIAL FILING ANNUALLY TO REFLECT ANY CHANGES MADE.

(F)   EXCEPT FOR AN EMERGENCY CASE UNDER SUBSECTION (B)(2)(I) OF THIS SECTION, AT THE TIME A MEMBER FIRST CONTACTS A CARRIER ABOUT AN ADVERSE DECISION, THE CARRIER SHALL SEND IN WRITING TO THE MEMBER WITHIN ~~1~~ 2 WORKING ~~DAY~~ DAYS AFTER THE INITIAL CONTACT:

(1)   THE DETAILS OF ITS INTERNAL GRIEVANCE PROCESS AND PROCEDURES UNDER THE PROVISIONS OF THIS SUBTITLE;

(2)   INFORMATION STATING THAT:

(I)   THE HEALTH ADVOCACY UNIT:

1.   IS AVAILABLE TO ASSIST THE MEMBER WITH FILING A GRIEVANCE UNDER THE CARRIER'S INTERNAL GRIEVANCE PROCESS; BUT

2.   IS NOT AVAILABLE TO REPRESENT OR ACCOMPANY THE MEMBER DURING THE PROCEEDINGS OF THE INTERNAL GRIEVANCE PROCESS;

(II)   THE HEALTH ADVOCACY UNIT CAN ASSIST THE MEMBER IN MEDIATING A RESOLUTION OF THE ADVERSE DECISION WITH THE CARRIER, BUT THAT ANY TIME DURING THE MEDIATION, THE MEMBER OR A HEALTH CARE PROVIDER ON BEHALF OF THE MEMBER MAY FILE A GRIEVANCE; AND

(III)   THE MEMBER OR A HEALTH CARE PROVIDER ON BEHALF OF THE MEMBER MAY FILE A COMPLAINT WITH THE COMMISSIONER WITHOUT FIRST FILING A GRIEVANCE IF SUFFICIENT INFORMATION AND SUPPORTING DOCUMENTATION IS FILED WITH THE COMPLAINT THAT DEMONSTRATES A COMPELLING REASON TO DO SO;

(3)   THE ADDRESS, TELEPHONE NUMBER, FACSIMILE NUMBER, AND E-MAIL ADDRESS OF THE HEALTH ADVOCACY UNIT;

(4)   THE ADDRESS, TELEPHONE NUMBER, AND FACSIMILE NUMBER OF THE COMMISSIONER; AND

(5)   INFORMATION ON WHERE THE INFORMATION REQUIRED BY THIS SUBSECTION CAN BE FOUND IN THE MEMBER'S POLICY, PLAN, CERTIFICATE, ENROLLMENT MATERIALS, OR OTHER EVIDENCE OF COVERAGE.

(G)   IF WITHIN 5 WORKING DAYS AFTER A MEMBER OR A HEALTH CARE PROVIDER, WHO HAS FILED A GRIEVANCE ON BEHALF OF A MEMBER, FILES A GRIEVANCE WITH THE CARRIER, AND IF THE CARRIER DOES NOT HAVE SUFFICIENT INFORMATION TO COMPLETE ITS INTERNAL GRIEVANCE PROCESS, THE CARRIER SHALL:

(1)   NOTIFY THE MEMBER OR HEALTH CARE PROVIDER THAT IT CANNOT PROCEED WITH REVIEWING THE GRIEVANCE UNLESS ADDITIONAL INFORMATION IS PROVIDED; AND