

**STATE OF MAINE
BUREAU OF INSURANCE
Docket No. MCINS 98-10**

**In re:
Healthsource Maine, Inc.**

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) **CONSENT AGREEMENT**
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This document is a Consent Agreement authorized by 5 M.R.S.A. § 9053(2) entered into by and among Healthsource Maine, Inc. (hereafter "Healthsource") and the Superintendent of the Maine Bureau of Insurance (hereafter also the "Superintendent"). The purpose is to resolve, without resort to an adjudicatory proceeding, issues relative to a Bureau Staff consumer complaint investigation.

FACTS

1. Healthsource is licensed as a health maintenance organization pursuant to the laws of the State of Maine.
2. The **Superintendent of Insurance** is the official charged with administering and enforcing Maine's insurance laws and regulations.
3. Title 24-A M.R.S.A. § 220(2) states as follows: "All insurers and other persons required to be licensed pursuant to this Title shall respond to all lawful inquiries of the superintendent that relate to resolution of consumer complaints involving the licensee within 14 days of receipt of the inquiry and to all other lawful inquiries of the superintendent within 30 days of receipt."
4. On January 30, 1998, a letter was sent by Richard H. Diamond of the Maine Bureau of Insurance addressed to Donna Shaw of Healthsource concerning a complaint from Healthsource member Cynthia Doucette.
5. Brenda Baron of Healthsource replied to Mr. Diamond on February 27, 1998, 28 days after the date of Mr. Diamond's letter.
6. On March 5, 1998, Mr. Diamond wrote to Ms. Baron requesting further information.
7. As of March 23, 1998, no reply had been received from Healthsource.

CONCLUSIONS OF LAW

8. Healthsource acknowledges its failure to respond to one or more lawful inquiries of the Superintendent within the statutorily mandated time period as required by Title 24- A M.R.S.A. §220(2).

COVENANTS

- 9. A formal hearing in this matter is waived and no appeal will be made.
- 10. At the time of executing this Agreement, Healthsource will pay to the Maine Bureau of Insurance a penalty in the amount of two hundred dollars (\$200) payable to the Treasurer of the State of Maine.
- 11. At the time of executing this Agreement, Healthsource will provide the response requested in paragraph 6 above.
- 12. In consideration of Healthsource's execution of and compliance with the terms of this Consent Agreement, the State of Maine agrees to forgo pursuing any disciplinary measures or other civil sanction for the actions described in paragraphs 5 and 7 other than those agreed to in this Consent Agreement.

MISCELLANEOUS

- 13. Healthsource understands and acknowledges that this Agreement will constitute a public record within the meaning of 1 M.R.S.A. § 402, and will be available for public inspection and copying as provided for by 1 M.R.S.A. § 408.
- 14. It is understood by the parties to this Agreement that nothing herein shall affect any rights or interests that any person not a party to this Agreement may possess.
- 15. This Consent Agreement may only be modified by the written consent of the parties.
- 16. Healthsource has been advised of its right to consult with counsel and has, in fact, consulted with counsel before executing this Agreement.

Dated: _____, 1998

For: Healthsource Maine, Inc.

By: _____

Typed Name

Typed Title

Subscribed and sworn to before me this _____ day of _____, 1998

Notary Public

Dated: _____, 1998

Alessandro Iuppa
Superintendent of Insurance

Subscribed and sworn to before me this ____ day of _____, 1998

Notary Public

STATE OF MAINE
KENNEBEC S.S.

Dated: _____, 1998

Linda Pistner, Esq.
Chief Deputy Attorney General

Subscribed and sworn to before me this ____ day of _____, 1998

Notary Public

STATE OF MAINE
KENNEBEC S.S.