

**STATE OF MAINE  
BUREAU OF INSURANCE  
Docket No. MCINS 98-05**

**In re:  
NYLCare Health Plans of Maine, Inc.**

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**CONSENT AGREEMENT**

This document is a Consent Agreement authorized by 5 M.R.S.A. § 9053(2) entered into by and among NYLCare Health Plans of Maine, Inc. (hereafter "NYLCare") 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. NYLCare 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 April 17, 1997, Bureau Staff wrote to NYLCare inquiring after a consumer complaint by Judith Southworth.

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5. On May 13, 1997, Bureau Staff sent a certified letter to NYLCare apprising the company of its continuing failure to respond.
  6. On June 11, 1997, Bureau Staff received NYLCare's response dated June 9, 1997.
  7. On June 11, 1997, Bureau Staff responded in writing to NYLCare's June 9, 1997 letter, requesting additional information.
  8. On June 19, 1997, Bureau Staff received NYLCare's response dated June 17, 1997.

9. On August 6, 1997, Bureau Staff wrote to NYLCare, furnishing them with additional information from the consumer, and requesting their review and response.
10. On September 24, 1997, Bureau Staff sent a certified letter to NYLCare apprising the company of its failure to respond to Staff's August 6th letter.
11. On October 7, 1997, Bureau Staff received NYLCare's response dated October 6, 1997.
12. On October 8, 1997, Bureau Staff responded in writing to NYLCare's October 6, 1997 letter, requesting additional information.
13. On December 29, 1997, Bureau Staff sent a certified letter to NYLCare apprising the company of its failure to respond to Staff's October 8th letter. The December 29, 1997 letter included additional information from the consumer, for NYLCare's review and response.
14. As of January 29, 1998, Bureau Staff had received no response from NYLCare.

### **CONCLUSIONS OF LAW**

15. NYLCare 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).

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### **COVENANTS**

16. A formal hearing in this matter is waived and no appeal will be made.
17. At the time of executing this Agreement, NYLCare will pay to the Maine Bureau of Insurance a penalty in the amount of two hundred dollars (\$200.00) payable to the Treasurer of the State of Maine.
18. At the time of executing this Agreement, NYLCare will provide the response requested in paragraphs 12 and 13 above.
19. In consideration of NYLCare'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 NYLCare's failure to provide timely responses to Bureau inquiries as described in this Agreement, other than those agreed to in this Consent Agreement.

### **MISCELLANEOUS**

20. NYLCare 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.

21. 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.

22. This Consent Agreement may only be modified by the written consent of the parties.

23. NYLCare has been advised of its right to consult with counsel and has, in fact, consulted with counsel before executing this Agreement.

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Dated: \_\_\_\_\_, 1998

For: NYLCare Health Plans of Maine, Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Typed Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1998

\_\_\_\_\_  
Notary Public

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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.