

IN RE:
HEALTHSOURCE PROVIDENT
ADMINISTRATORS, INC.

)
) **CONSENT AGREEMENT**
) **BUREAU OF INSURANCE**
) **DOC NO. MCINS 98-22**
)

This document is a Consent Agreement, authorized by 5 M.R.S.A. § 9053(2) entered into by and among HEALTHSOURCE PROVIDENT ADMINISTRATORS, INC. (hereafter also "*HP*") and the Superintendent of the Maine Bureau of Insurance (hereafter also "*the Superintendent*"). Its purpose is to resolve, without resort to an adjudicatory proceeding, violations of the Maine Insurance Code as set forth below.

STIPULATIONS

1. HP is a Maine licensed Utilization Review Entity Insurance Administrator, License Number URF000054523. HP was a Maine Licensed Insurance Administrator, License Number TAF000045666, from May 3, 1996 through May 1, 1997.
2. The Superintendent is the official charged with administering and enforcing Maine's insurance laws and regulations.
3. Title 24-A M.R.S.A. § 220 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 December 31, 1997, the Bureau received a consumer complaint from Irwin Schorr of Damariscotta, Maine. Included with the complaint was a copy of an IBM Dental Plan Explanation of Benefits issued by HP indicating Mr. Schorr's claim was received by HP on August 25, 1997 and processed on October 28, 1997.
5. On January 5, 1998, Bureau staff wrote to HP seeking a response to Mr.. Schorr's complaint. HP did not respond to staff's letter.
6. On April 29, 1998, Bureau staff sent a follow up letter certified to HP. As of June 3, 1998 staff has not received a response from HP.

CONCLUSIONS OF LAW

7. HP failed 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

8. A formal hearing in this matter is waived and no appeal will be made.

9. At the time of executing this Agreement, HP 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.

10. Prior to or at the time of executing this Agreement, HP will provide the response requested in paragraphs 5 & 6 above.

11. In consideration of HP'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 above other than those agreed to in this Consent Agreement.

MISCELLANEOUS

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

13. HP acknowledges that this Consent Agreement is 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.

**FOR HEALTHSOURCE PROVIDENT
ADMINISTRATORS, INC.**

DATED: _____, 1998

By: _____

Signature

For: _____

Typed Name

Typed Title

Subscribed and sworn to before me

this _____ day of _____, 1998.

Notary Public

**FOR THE MAINE BUREAU OF
INSURANCE**

Dated: _____, 1998

**Alessandro A. Iuppa
Superintendent of Insurance**

**STATE OF MAINE
KENNEBEC, SS.**

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

Notary Public/Attorney-at-Law

FOR THE MAINE ATTORNEY GENERAL

Dated: _____, 1998

Judith Shaw Chamberlain
Assistant Attorney General