

**STATE OF MAINE
BUREAU OF INSURANCE
Docket No. MCINS 98-58**

In re: **Harvard Pilgrim Health Care, Inc.**) **CONSENT**
) **AGREEMENT**
)
)

This document is a Consent Agreement authorized by 5 M.R.S.A. § 9053(2) entered into by and among Harvard Pilgrim Health Care, Inc. (hereafter "Harvard Pilgrim") 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. Harvard Pilgrim 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 September 15, 1998, Bureau Staff wrote to Harvard Pilgrim inquiring after a consumer complaint by Patricia Riley.
5. On October 26, 1998, Bureau Staff sent a certified letter to Harvard Pilgrim apprising the health maintenance organization of its continuing failure to respond.

Consent Agreement
MCINS 98-58
Page Two

6. As of December 11, 1998, Bureau Staff had received no response from Harvard Pilgrim.

CONCLUSIONS OF LAW

7. Harvard Pilgrim 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

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

9. At the time of executing this Agreement, Harvard Pilgrim will pay to the Maine Bureau of Insurance a penalty in the amount of four hundred dollars (\$400.00) payable to the Treasurer of the State of Maine.

10. At the time of executing this Agreement, Harvard Pilgrim will provide the response requested in paragraph 4 above.

11. In consideration of Harvard Pilgrim'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 4-6 other than those agreed to in this Consent Agreement.

MISCELLANEOUS

12. Harvard Pilgrim 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.

13. 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.

Consent Agreement
MCINS 98-58
Page Three

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

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

Dated: _____, 1998

For: Harvard Pilgrim Health Care, Inc.

By: _____

Typed Name

Typed Title

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

Notary Public

Consent Agreement
MCINS 98-58
Page Four

Dated: _____, 1998

Alessandro A. Iuppa
Superintendent of Insurance

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

Notary Public

STATE OF MAINE
KENNEBEC SS.

Dated: _____, 1998

Judith Shaw Chamberlain
Assistant Attorney General