

*IN RE IOA RE, INC.*

**DOCKET NO. INS-02-775**

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**CONSENT AGREEMENT**

IOA Re, Inc., the Maine Superintendent of Insurance, and the Maine Department of the Attorney General hereby enter into this Consent Agreement, pursuant to 10 M.R.S.A. § 8003(5)(B), to resolve without an adjudicatory proceeding issues arising out of IOA Re’s conduct under a license issued by the Superintendent.

*Stipulations*

- 1. The Superintendent is the official charged with administering and enforcing the insurance laws of the State of Maine.
- 2. IOA Re has its principal place of business in the Commonwealth of Pennsylvania and is licensed by the Superintendent as a nonresident third-party administrator.
- 3. Pursuant to 24-A M.R.S.A. § 1906(4), each third-party administrator must file with the Superintendent, at the time of each license renewal, a report of the total number of Maine claims paid for each plan sponsor and the total dollar amount of Maine claims paid for each plan sponsor in the preceding calendar year, beginning with the first license renewal on or after June 28, 2001.
- 4. The Maine Health Data Organization (MHDO) is an independent executive agency of the State of Maine, established pursuant to 22 M.R.S.A. § 8703 to create and maintain a health information database to improve the health of Maine citizens, including data from health care payors. The MHDO has been designated by the Superintendent as the statistical agent for the collection of annual claims data reports.
- 5. On January 10, 2002, the MHDO sent notice on behalf of the Superintendent to all entities required to file claims data reports, explaining the reporting requirements.
- 6. Followup notice was sent on March 11 to all entities, including IOA Re, that had not yet filed the required report. On April 29, the Executive Director of the MHDO sent IOA Re, along with other noncompliant entities, an additional notice by certified mail, designated “**FINAL NOTICE,**” recapitulating the reporting requirement, enclosing a copy of the reporting form and advising that the form was also available on the Bureau of Insurance website, and warning that failure to file with the MHDO or Bureau of Insurance within 14 days could result in a referral for enforcement action.
- 7. As of July 15, 2002, IOA Re had still failed to file the required information for calendar year 2001.

8. IOA Re's failure to submit timely claims data reports and its failures to respond to the followup inquiries by the Superintendent violated 24-A M.R.S.A. §§ 220(2) and 1906(4).

*Covenants*

IOA Re, the Superintendent, and the Department of the Attorney General agree to the following:

9. This Consent Agreement is entered into in accordance with 10 M.R.S.A. § 8003(5)(B) and is not subject to review or appeal. This Consent Agreement is enforceable by an action in the Superior Court.

10. IOA Re agrees to provide complete and accurate claims information for calendar year 2001 to the MHDO on or before August 15, 2002, in compliance with 24-A M.R.S.A. § 1906(4), and to provide complete, accurate, and timely information in each subsequent year.

11. IOA Re agrees to the imposition of a civil penalty of \$500, pursuant to 24-A M.R.S.A. § 12 A, and shall submit a check in that amount, payable to the Treasurer of the State of Maine, at the time of the execution of this Agreement.

12. In consideration of IOA Re's execution of and compliance with the terms of this Consent Agreement, the Superintendent agrees to forgo pursuing any disciplinary measures or other civil or administrative sanction for the actions described in the Stipulations, other than those agreed to in this Consent Agreement. However, should IOA Re violate this Consent Agreement, the Superintendent reserves the right to pursue any available legal remedy for the violation, including without limitation the suspension or revocation of all licenses issued to IOA Re by the Superintendent.

13. The parties to this Agreement understand that nothing herein shall affect any rights or interests that any person not a party to this Agreement may possess.

14. IOA Re understands and acknowledges that this Agreement will constitute a public record within the meaning of 1 M.R.S.A. § 402, will be available for public inspection and copying as provided for by 1 M.R.S.A. § 408, and will be reported to the National Association of Insurance Commissioners' "RIRS" database.

15. IOA Re has been advised of its right to consult with counsel, and has consulted with counsel before executing this Agreement.

16. This Consent Agreement may be modified only by a written agreement executed by all of the parties.

**FOR IOA RE, INC.**

Dated:

\_\_\_\_\_  
(signature)

\_\_\_\_\_

*(printed name and title)*

Personally appeared before me this day \_\_\_\_\_, and signed this Consent Agreement in my presence.

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

**FOR THE DEPARTMENT OF THE ATTORNEY GENERAL**

Dated:

\_\_\_\_\_  
Paul Gauvreau, AAG

**BY THE SUPERINTENDENT OF INSURANCE**

Dated:

\_\_\_\_\_  
Alessandro A. Iuppa, Superintendent