

**RE: HEALTHSOURCE MAINE, INC.**  
**Docket No. MCINS 98-12**

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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 Healthsource Maine, Inc. (hereafter also "*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 Staff consumer complaint investigation.

**FACTS**

1. Healthsource has been licensed by the State of Maine as an HMO since January 30, 1987.
  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 states as follows:
    1. *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 February 17, 1998, Bureau Senior Insurance Analyst Patricia Libby wrote to Healthsource seeking a response to a letter of complaint on behalf of Healthsource insured Agnes March received by the Bureau on February 10, 1998.
  5. On February 27, 1998, Healthsource Member Services Manager Brenda Baron responded to Ms. Libby stating:

*Ms. March has gone through the 1st and 2nd level of appeal with MCC Behavioral Care and is currently at the third level of the Management Grievance process with Healthsource Maine. The grievance is scheduled for March 23, 1997, and Healthsource will notify the Bureau of it's determination.*
- While timely, Ms. Baron's letter failed to substantively respond to the issue raised by the complaint.
6. On March 4, 1998, Ms. Libby followed up with Ms. Baron advising that the February 27th response was not acceptable and seeking a response "to the following":

1. *1. Document the basis which Healthsource/MCC used in reaching the denial decision (including but not limited to, medical records)*
2. *Copies of all appeal decisions sent to insured*
3. *Copy of UR criteria used*
4. *Were similar services and procedures which were required by Ms. March at Acadia Hospital also available at Pen Bay? If so, please provide documentation to this effect.*

7. As of April 3, 1998, Healthsource has not responded to Ms. Libby's request for documentation.

### **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.

### **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 (\$200.00) 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:

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

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

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

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

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

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

\_\_\_\_\_  
Alessandro Iuppa  
Superintendent of Insurance

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

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Linda Pistner, Esq.  
Assistant Attorney General