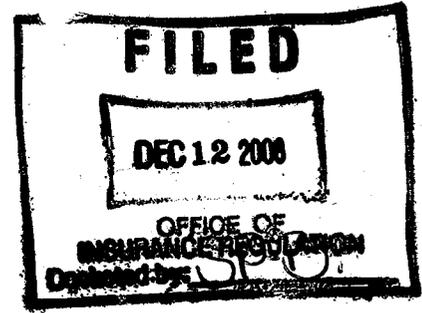




OFFICE OF INSURANCE REGULATION



KEVIN M. McCARTY  
COMMISSIONER

IN THE MATTER OF:

BEST CARE MEDICAL PLAN, INC.  
2007 Market Conduct Examination

CASE NO.: 97876-08

CONSENT ORDER

THIS CAUSE came on for consideration upon the agreement between BEST CARE MEDICAL PLAN, INC. (hereinafter referred to as "BEST CARE") and the OFFICE OF INSURANCE REGULATION (hereinafter referred to as the "OFFICE"). Following a complete review of the entire record, and upon consideration thereof, and being otherwise fully advised in the premises, the OFFICE hereby finds as follows:

1. The OFFICE has jurisdiction over the subject matter of, and parties to, this proceeding.
2. BEST CARE is a domestic discount medical plan organization authorized to transact discount medical plan business in Florida and is subject to the jurisdiction and regulation of the OFFICE pursuant to Chapter 636, Part II, Florida Statutes.
3. The OFFICE conducted a market conduct examination of BEST CARE in 2007 pursuant to Section 636.206, Florida Statutes. As a result of such examination, the OFFICE has

determined that BEST CARE has violated the following provisions of the Florida Insurance Code and the Florida Administrative Code:

- a. Section 636.214(3), Florida Statutes – Failure to have a written provider agreement between the discount medical plan organization and the provider network.
- b. Section 636.214(3)(a), Florida Statutes – Failure of the agreement between the discount medical plan organization and provider network to require the written agreements between the provider network and provider to include, a list of the services and products to be provided at a discount; the amount of the discounts, or alternatively, a fee schedule which reflects the provider’s discounted rates; and that the provider will not charge members more than the discounted rates.
- c. Section 636.214(3)(b), Florida Statutes – Failure of the agreement between the discount medical plan organization and provider network to require that the provider network have written agreements with its providers that authorize the provider network to contract with the discount medical plan organization on behalf of the provider.
- d. Section 636.214(3)(c), Florida Statutes – Failure of the agreement between the discount medical plan organization and provider network to require that the provider network have written agreements with its providers that require the network to maintain an up-to-date list of its contracted

providers and to provide that list on a monthly basis to the discount medical plan organization.

- e. Section 636.214(2)(a), Florida Statutes - Failure of the provider agreement between the discount medical plan organization and the provider to contain a list of the services and products to be provided at a discount.
- f. Section 636.214(2)(b), Florida Statutes – Failure of the provider agreement between the discount medical plan organization and the provider to include the amount of the discounts, or alternatively, a fee schedule which reflects the provider’s discounted rates.
- g. Section 636.216(3), Florida Statutes and Rule 69O-203-204(1)(a), Florida Administrative Code – Use of forms that have not been filed with or approved by the Office.
- h. Section 636.216(1), Florida Statutes and Rule 69O-203.204(1), Florida Administrative Code – Use of charges that have not been filed with or approved by the Office.

4. BEST CARE expressly waives a hearing in this matter, the making of Findings of Fact and Conclusions of Law by the OFFICE, and all further and other proceedings herein to which the parties may now or in the future be entitled by law or rules of the OFFICE. BEST CARE hereby knowingly and voluntarily waives all rights to challenge or to contest this Order, in any forum now or in the future available to it, including the right to any administrative proceeding, circuit or federal court action, or any appeal.

5. BEST CARE agrees that upon the execution of this Consent Order it shall be subject to the following terms and conditions:

- a. BEST CARE shall pay an administrative penalty of Five Thousand Dollars (\$5,000) and administrative costs of Three Thousand Dollars (\$3,000) on or before the thirtieth (30<sup>th</sup>) day after this Consent Order is executed.
- b. BEST CARE shall, within thirty (30) days of the execution of this Consent Order, provide to the OFFICE a certification signed by an officer of the Company that the corrective action outlined in the examination report has been completed. The certification shall include a detailed list of all fees returned, itemized by member name, member number, and the amount refunded.

6. BEST CARE is hereby placed on notice of the requirements of the above referenced sections of law and rules, and agrees that any future violation of these sections and rules by BEST CARE may be deemed willful, subjecting BEST CARE to appropriate penalties.

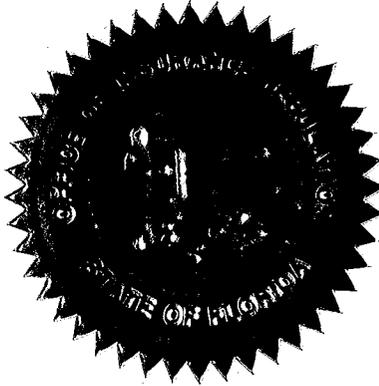
7. BEST CARE agrees that the failure to adhere to one or more of the above terms and conditions of this Consent Order shall constitute a violation of a lawful order of the OFFICE, and shall subject BEST CARE to such administrative action as the OFFICE may deem appropriate.

8. Except as noted above, each party to this action shall bear its own costs and attorney's fees.

THEREFORE, the agreement between BEST CARE and the OFFICE, the terms and conditions of which are set forth above, is APPROVED.

FURTHER, all terms and conditions above are hereby ORDERED.

DONE AND ORDERED this 12TH day of DECEMBER 2008.



  
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KEVIN M. McCARTY  
Commissioner  
Office of Insurance Regulation

By execution hereof, BEST CARE MEDICAL PLAN, INC. consents to entry of this Order, agrees without reservation to all of the above terms and conditions, and shall be bound by all provisions herein. The undersigned represents that he or she has the authority to bind BEST CARE MEDICAL PLAN, INC. to the terms and conditions of this Consent Order.

BEST CARE MEDICAL PLAN, INC.

Corporate Seal

By: Oscilda Fernandez

Title: President

Date: 11-26-08

STATE OF FL.  
COUNTY OF Miami D

The foregoing instrument was acknowledged before me this 26 day of November 2008,  
by Oscilda Fernandez as President for  
(Name of person) (Type of authority.... e.g. officer, trustee, attorney in fact)  
Best Care Medical Plan.  
(Company name)

Personally Known  or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Marilyn D. Seane  
(Signature of the Notary)

Notarial Seal

(Print, type or Stamp Commission # of Notary)  
**MARILYN D. SEANE**  
MY COMMISSION # DD722965  
EXPIRES October 08, 2011  
(407) 398-0153  
FloridaNotaryService.com

My Commission Expires:  
Oct, 08 / 2011

Received by Office of  
Insurance Regulation

DEC 1 2008

Bureau of  
Market Investigations

COPIES FURNISHED TO:

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