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Attorney for the CSI

**BEFORE THE COMMISSIONER OF SECURITIES AND INSURANCE,
MONTANA STATE AUDITOR**

IN THE MATTER OF)	CASE NO. INS-2010-161
)	
NEW WEST HEALTH SERVICES, INC.,)	CONSENT AGREEMENT AND
)	FINAL ORDER
Respondent.)	
)	
)	

This Consent Agreement and Final Order (Agreement) is entered into by the Office of the Commissioner of Securities and Insurance, Montana State Auditor (CSI), acting pursuant to the authority of the Montana Insurance Code, Mont. Code Ann. § 33-1-101, et seq. (Code), and New West Health Services, Inc. (Respondent).

RECITALS

WHEREAS, the CSI received a consumer complaint regarding a health care policy written by the Respondent;

WHEREAS, the CSI alleged Respondent violated Mont. Code Ann. §§ 33-18-212 and 33-1-501(1) (2011);

WHEREAS, the CSI and the Respondent agree that the best interests of the public would be served by entering into this Agreement;

NOW, THEREFORE, in consideration of the mutual undertakings contained in this Agreement, the CSI and the Respondent hereby agree to settle this matter pursuant to the following terms and conditions:

STIPULATIONS AND CONSENTS

I. Without admitting or denying any of the CSI's allegations, the Respondent stipulates and consents to the following:

A. Within ten days from the execution of the Final Order, Respondent shall pay a \$5,000.00 fine to the state of Montana. The fine should be made payable to the Montana State Auditor's Office and sent to the Office of the Commissioner of Securities and Insurance, Montana State Auditor, c/o Brett O'Neil, Attorney, 840 Helena Avenue, Helena, MT 59601.

B. The Respondent shall comply with the terms and conditions of this Agreement, the Montana Insurance Code, and all other regulations of the state of Montana.

C. The Respondent fully and forever releases and discharges the Commissioner of Securities and Insurance (Commissioner), the CSI, and all of the CSI's employees and agents from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of this Agreement.

D. The Respondent specifically and affirmatively waives a contested case hearing and all rights to appeal under the Montana Administrative Procedure Act, Mont.

Code Ann. § 2-4-101, et seq., with respect to any violation alleged by CSI above in the Recitals or in connection with this matter (other than the unresolved allegations regarding violation of Mont. Code Ann. § 33-17-1103 identified and reserved in Paragraph II.B, below) and elects to resolve this matter on the terms and conditions set forth herein.

II. All parties to this Agreement stipulate and consent as follows:

A. The Commissioner and the CSI have jurisdiction over the subject matter of the above-entitled proceeding.

B. Under authority of the Insurance Code, the CSI hereby agrees that it will not initiate any civil or administrative action against the Respondent regarding the specific allegations contained in this Agreement or any violation alleged by CSI in connection with this matter, except the CSI's allegations specifically reserved in this Paragraph. This Agreement does not resolve and CSI specifically reserves its right to initiate civil or administrative action against the Respondent with respect to the CSI's allegations relative to Respondent violating Mont. Code Ann. § 33-17-1103.

C. This Agreement is entered without adjudication of any issue, law or fact. It is entered into solely for the purpose of resolving the CSI's allegations and is not intended to be used for any other purpose. For any person or entity not a party to this Agreement, this Agreement does not limit or create any private rights or remedies against the Respondent including limit or create liability of Respondent, or limit or create defenses of Respondent, to any claims.

D. The applicable statute of limitation, Mont. Code Ann. § 33-1-318, is tolled for two years from the date of execution of this Agreement with regard to the allegations set forth above in the Recitals. In the event Respondent violates the terms of this

Agreement at any time during the two-year tolling period, the CSI reserves the right to seek additional fines.

E. This Agreement constitutes the entire agreement between the parties and no other promises or agreements, either express or implied, have been made by the CSI or by any member, officer, agent or representative of the CSI to induce Respondent to enter into this Agreement.

F. This Agreement may not be modified orally, and any subsequent modifications to this Agreement must be mutually agreed upon in writing to be effective.

G. This Agreement shall be incorporated into and made a part of the attached Final Order issued by the Commissioner herein.

H. This Agreement shall be effective upon signing of the Final Order.

I. This Agreement is a public record under Montana law and as such may not be sealed or otherwise withheld from the public.

DATED this 28rd day of July, 2012

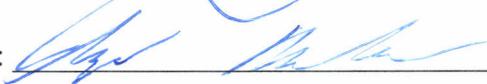
INSURANCE DEPARTMENT

By: 

BRETT O'NEIL
Attorney for the CSI

DATED this 20th day of July, 2012

NEW WEST HEALTH SERVICES, INC.

By: 

Its: Vice President, External Relations

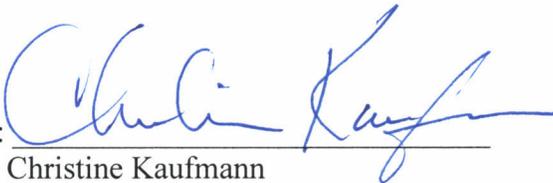
FINAL ORDER

Pursuant to the authority vested by Mont. Code Ann. § 2-4-603 and § 33-1-101, et seq., and upon review of the foregoing Consent Agreement and good cause appearing,

IT IS HEREBY ORDERED that the foregoing Consent Agreement between the CSI and Respondent New West Health Services, Inc. is adopted as if set forth fully herein.

DATED this 24th day of July, 2012.

MONICA J. LINDEEN
Commissioner of Securities and Insurance,
Montana State Auditor

By: 
Christine Kaufmann
Deputy Insurance Commissioner

cc. Brett O'Neil
Greg Gould