

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA  
COMPLEX BUSINESS DIVISION

ENVISION HEALTHCARE CORP.,  
ENVISION PHYSICIAN SERVICES, LLC,  
ALL WOMEN'S HEALTHCARE, INC.,  
AMSURG ALTAMONTE SPRINGS  
ANESTHESIA, LLC, AMSURG CITRUS  
ANESTHESIA, LLC, AMSURG MELBOURNE  
ANESTHESIA, LLC, AMSURG PORT  
ORANGE ANESTHESIA, LLC, AMSURG  
ROCKLEDGE FL ANESTHESIA, LLC,  
AMSURG TAMPA BAY ANESTHESIA, LLC,  
ANESTHESIA ASSOCIATES OF OCALA,  
LLC, ANESTHESIOLOGISTS OF GREATER  
ORLANDO, INC. F/K/A  
ANESTHESIOLOGISTS OF GREATER  
ORLANDO, M.D., P.A., ANESTHESIOLOGY  
ASSOCIATES OF TALLAHASSEE, INC.,  
BAY AREA ANESTHESIA, LLC, BETHESDA  
ANESTHESIA ASSOCIATES, INC., BOCA  
ANESTHESIA SERVICE, INC., CHILDREN'S  
ANESTHESIA ASSOCIATES, INC. F/K/A  
CHILDREN'S ANESTHESIA ASSOCIATES,  
P.A., COASTAL ANESTHESIOLOGY  
CONSULTANTS, LLC, DRS. ELLIS, ROJAS,  
ROSS & DEBS, INC. D/B/A KENDALL  
ANESTHESIA ASSOCIATES, FLAMINGO  
ANESTHESIA ASSOCIATES, INC.,  
GREATER FLORIDA  
ANESTHESIOLOGISTS, LLC,  
JACKSONVILLE BEACHES ANESTHESIA  
ASSOCIATES, INC., JUPITER ANESTHESIA  
ASSOCIATES, L.L.C., MSC ANESTHESIA,  
INC., NORTH FLORIDA ANESTHESIA  
CONSULTANTS, INC., NORTH FLORIDA  
PERINATAL ASSOCIATES, INC.,  
NORTHWOOD ANESTHESIA ASSOCIATES,  
LLC, PORT ST. LUCIE ANESTHESIA, LLC,  
SHERIDAN CHILDREN'S HEALTHCARE  
SERVICES, INC., SHERIDAN HEALTHCORP,  
INC., SHERIDAN HOSPITALIST SERVICES  
OF FLORIDA, INC., SHERMAN INPATIENT  
SERVICES, LLC, SOUTHEAST PERINATAL  
ASSOCIATES, INC., and ST. LUCIE  
ANESTHESIA ASSOCIATES, LLC,

JURY TRIAL DEMANDED

Case No.

Plaintiffs,

v.

UNITED HEALTHCARE INSURANCE CO.,  
UNITEDHEALTHCARE OF FLORIDA,  
INC., NEIGHBORHOOD HEALTH  
PARTNERSHIP, INC., and  
UNITEDHEALTH GROUP, INC.,

Defendants.

## **COMPLAINT**

Plaintiffs (collectively, “Envision”), by and through undersigned counsel, bring this action against Defendants United HealthCare Insurance Co. (“United HealthCare Insurance” or “United PPO”), UnitedHealthcare of Florida, Inc. (“UnitedHealthcare of Florida” or “United HMO”), Neighborhood Health Partnership, Inc., and UnitedHealth Group, Inc. (collectively, “United”) and allege as follows:

### **Introduction**

1. United, the country’s largest commercial health insurance company, engages in a nationwide pattern and practice of intentionally underpaying frontline healthcare providers to boost its profits. United’s scheme is simple: issue drastically reduced “take it or leave it” reimbursement rates during contract negotiations to force providers out of its networks, rather than pay them fair and reasonable rates for their services, including saving lives during an unprecedented pandemic. Once United successfully forces a provider out of network, United then intentionally and significantly underpays the now “out-of-network” provider, often at rates even lower than the contract rates offered. United then lines its pockets with the money that providers have worked tirelessly to earn, money the providers deserve.

2. Contrary to United’s rhetoric that it only cares about reducing member healthcare costs, patients have had to pay more for their healthcare as a result of United’s scheme, while having less access to their providers of choice.

3. United exploits the resulting network access and adequacy issues, and related patient confusion and frustration, to pressure health systems and facilities into its network of providers. It is hardly a coincidence that United has been implementing this scheme against

medical groups nationwide while it has simultaneously grown its own healthcare provider group (Optum, Inc.) into the largest physician practice organization in the United States, accounting for most of United's multi-billion-dollar annual profits. United has specially targeted large medical groups like Envision that are owned by private equity firms and whose transformational investments in making physician-centered healthcare more efficient threaten United's planned business model of unfairly reaping exorbitant profits from the healthcare system during a pandemic and beyond. In doing so, United has harmed not only long-standing business relationships and business prospects, but also providers and patients.

4. Envision now seeks to recover from United the millions of dollars in underpayments for the medical care and treatment provided to United members whose commercial health plans were insured, operated, and/or administered in the State of Florida between January 1, 2021 and December 31, 2021 by United or its Florida affiliates, including, but not limited to, emergency medicine, anesthesiology, radiology, neonatology, hospitalist medicine, trauma and surgical care, and related healthcare services. Envision also seeks disgorgement of the profits by which United has been unjustly enriched; actual damages to Envision's business relationships and market value caused by United's unlawful acts; punitive damages; attorney's fees, costs, and prejudgment interest; and such other relief as this Court deems just and proper.

5. This action concerns the rate of payment, not the right to payment, which United has already confirmed by making partial payments to Envision. Envision does not seek damages for, and excludes any claims for, denial of benefits or coverage under any Employee Retirement Income Security Act of 1974 ("ERISA") plan. This action also excludes any claims under government-sponsored programs and plans, such as Medicare Advantage. Envision reserves all rights to raise those claims in other actions.

#### **Parties**

6. Plaintiff Envision Healthcare Corporation is a family of healthcare companies that offers healthcare-related services to consumers, hospitals, healthcare systems, health plans, and

local, state, and federal governmental entities. Envision Healthcare is a corporation organized and existing under the laws of Delaware with a principal place of business at 1A Burton Hills Blvd., Nashville, Tennessee 37215.

7. Plaintiff Envision Physician Services, LLC, a subsidiary of Envision Healthcare Corp., is a multispecialty physician group and healthcare management team. Envision Physician Services is a limited liability company organized and existing under the laws of Delaware, with a principal place of business at 1A Burton Hills Blvd., Nashville, Tennessee 37215.

8. The following Plaintiffs are indirect wholly owned subsidiaries of Envision Healthcare Corp. that staff healthcare facilities throughout Florida: All Women's Healthcare, Inc., Amsurg Altamonte Springs Anesthesia, LLC, Amsurg Citrus Anesthesia, LLC, Amsurg Melbourne Anesthesia, LLC, Amsurg Port Orange Anesthesia, LLC, Amsurg Rockledge FL Anesthesia, LLC, Amsurg Tampa Bay Anesthesia, LLC, Anesthesia Associates of Ocala, LLC, Anesthesiologists of Greater Orlando, Inc. f/k/a Anesthesiologists of Greater Orlando, M.D., P.A., Anesthesiology Associates of Tallahassee, Inc., Bay Area Anesthesia, LLC, Bethesda Anesthesia Associates, Inc., Boca Anesthesia Service, Inc., Children's Anesthesia Associates, Inc. f/k/a Children's Anesthesia Associates, P.A., Coastal Anesthesiology Consultants, LLC, Drs. Ellis, Rojas, Ross & Debs, Inc. d/b/a Kendall Anesthesia Associates, Flamingo Anesthesia Associates, Inc., Greater Florida Anesthesiologists, LLC, Jacksonville Beaches Anesthesia Associates, Inc., Jupiter Anesthesia Associates, L.L.C., MSC Anesthesia, Inc., North Florida Anesthesia Consultants, Inc., North Florida Perinatal Associates, Inc., Northwood Anesthesia Associates, LLC, Port St. Lucie Anesthesia, LLC, Sheridan Children's Healthcare Services, Inc., Sheridan Healthcorp, Inc., Sheridan Hospitalist Services of Florida, Inc., Sherman Inpatient Services, LLC, Southeast Perinatal Associates, Inc., and St. Lucie Anesthesia Associates, LLC.

9. Defendant United HealthCare Insurance Co. is the largest commercial healthcare insurer in the United States and provides health insurance to customers throughout Florida, including in Broward County. United HealthCare Insurance is a corporation organized and

existing under the laws of Connecticut with a principal place of business at 185 Asylum Street, Hartford, Connecticut 06103.

10. Defendant UnitedHealthcare of Florida, Inc. is licensed as a health maintenance organization (“HMO”) pursuant to Chapter 641 of the Florida Statutes and provides insurance and/or administrative services to managed healthcare and related benefits plans with members throughout Florida, including Broward County. UnitedHealthcare of Florida is a corporation organized and existing under the laws of Florida with a principal place of business at 495 North Keller Road, Suite 200, Maitland, Florida 32751.

11. Defendant Neighborhood Health Partnership, Inc. is also licensed as an HMO pursuant to Chapter 641 of the Florida Statutes and provides insurance and/or administrative services to managed healthcare and related benefits plans with members throughout Florida, including Broward County. Neighborhood Health Partnership is a corporation organized and existing under the laws of Florida with a principal place of business at 3100 SW 145th Avenue, Suite 200, Miramar, Florida 33027.

12. Defendant UnitedHealth Group, Inc. is the parent company of United HealthCare Insurance Co. and Optum, Inc., a company that owns medical facilities and operates the largest physician practice organization in the United States, which competes with Envision. UnitedHealth Group is a corporation organized and existing under the laws of Delaware with a principal place of business at 9900 Bren Road East, Minnetonka, Minnesota 55343.

#### **Jurisdiction and Venue**

13. This Court has jurisdiction pursuant to Fla. Stat. § 26.012(2) because the amount in controversy exceeds \$30,000, exclusive of interests, costs, and attorney’s fees.

14. Venue is appropriate in the Seventeenth Judicial Circuit for Broward County, Florida because the causes of action arose at least in part in Broward County; United transacted business in Broward County; some of the conduct alleged herein occurred in Broward County; and Defendant Neighborhood Health Partnership has an office for transaction of its customary business in Broward County.

15. This case should be assigned to the Complex Business Division because the case arises from the sale of services by more than a hundred business entities, discovery will be expansive, covering thousands of underpaid bills for services, and the amount in controversy exceeds \$150,000, exclusive of interest, costs, and attorney's fees.

### **Factual Allegations**

#### ***Envision Delivers High-Quality, Patient-Focused Care***

16. Envision, through its affiliated and subsidiary medical groups, is a leading national medical group that delivers physician and advanced practice provider services, primarily in the areas of emergency and hospitalist medicine, anesthesiology, radiology/teleradiology, and neonatology across the United States.

17. More than 6,000 Envision physicians and advanced practice providers provide care in Florida.<sup>1</sup>

18. Specifically, Envision provides emergency medicine services in hospital emergency rooms throughout Florida, providing lifesaving medical care to patients regardless of their ability to pay, consistent with the Emergency Medical Treatment and Active Labor Act and other laws. During the current global pandemic, for example, Envision's frontline workers have cared for roughly one out of every 10 hospitalized COVID-19 patients in the United States. More generally, Envision cares for more than 19.3 million annual emergency room visits nationwide, providing critical services in life-threatening situations on a daily basis.

19. Envision anesthesiologists and certified registered nurse anesthetists perform critically important anesthesia services in numerous hospitals and facilities throughout Florida, including most of the major hospitals and other clinical sites throughout the state. Envision clinicians staff over 550 anesthesia programs and cover 2.9 million annual anesthetic cases nationally, which are a vital component of many surgical and critical care services.

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<sup>1</sup> *Envision Healthcare Renews Multiyear Agreement with Florida Blue to Provide Florida Patients Access to In-Network Care*, Envision Healthcare Corp. (Dec. 20, 2021), <https://www.evhc.net/news-resources/in-the-news/2021/envision-healthcare-renews-multiyear-agreement-with-florida-blue>.

20. Envision neonatologists provide a full scope of women's and children's services, providing neonatal services at Level I-IV neonatal intensive care units ("NICUs") in Florida and nationally. Envision provides care for high-risk babies and mothers, including 90 women's and children's programs and approximately 200,000 annual NICU patient days nationwide. Quality neonatal care is important to improving premature infant survival rates and subsequent child development.

21. Envision's clinical and support teams collaborate with hospitals and health systems across the nation to integrate services, enhance quality of care, elevate patient experience, and improve clinical outcomes.

22. Envision seeks to maintain network relationships with health plans nationally so that patients receive a quality healthcare experience from Envision clinicians from start to finish, and are not burdened by bills and out-of-pocket expenses that result when their preferred caregiver has been kicked out of their insurance network, which causes patient confusion and frustration and, in turn, may dissuade patients from seeking the care they need.

23. While Envision providers participated nationwide with United for years and made significant rate and other contract concessions to maintain that status, United put profits ahead of patients and "offered" to allow Envision to remain in-network only if Envision providers agreed to take significantly reduced reimbursement that United knew Envision providers could not accept, forcing Envision out of network as part of a scheme to inflate United's profits and grow its Optum business.

#### ***United Uses Unfair Tactics to Shortchange Doctors***

24. United has a lengthy history of manipulating reimbursement rates and methodologies for its own gain at the expense of healthcare providers.

25. In 2009, UnitedHealth Group was forced to pay \$350 million to patients and physicians to settle claims that one of its subsidiaries manipulated the database used by United HealthCare Insurance to set payment rates for out-of-network services by intentionally skewing "usual and customary" rates downward. As a result of a related settlement of another lawsuit

arising out of the same conduct, UnitedHealth Group was required to fund \$50 million to develop what became the FAIR Health database.

26. In May 2015, United agreed to spend \$11.5 million to resolve claims that it used down-coding software algorithms, stall tactics, and other unfair business practices to underpay healthcare providers in Connecticut, New York, North Carolina, and Tennessee.

27. In September 2015, United agreed to pay \$9.5 million to settle claims that it systematically underpaid out-of-network California medical providers.

28. More recently, during the current COVID-19 pandemic, *The New York Times* uncovered that United was routinely paying doctors less than the cost of supplies for COVID-19 tests, leading some doctors to forego testing.<sup>2</sup>

29. The American Academy of Pediatrics later revealed that United also paid millions of providers less than the costs of administering COVID-19 vaccines and was the only national carrier that refused to pay at least the federal rate. These revelations prompted a congressional investigation into United's below-market reimbursement tactics.<sup>3</sup>

30. In June 2021, still in the midst of the COVID-19 pandemic, United HealthCare Insurance announced a new policy by which it could retroactively deny coverage for emergency room visits it believes were not actually an emergency.<sup>4</sup> After an outpouring of criticism, United delayed implementation of the policy.<sup>5</sup>

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<sup>2</sup> Sarah Kliff, *Burned by Low Reimbursements, Some Doctors Stop Testing for Covid*, N.Y. Times (Feb. 3, 2021), <https://www.nytimes.com/2021/02/03/upshot/covid-testing-children-pediatricians.html>.

<sup>3</sup> Nona Tepper, *UnitedHealth to repay providers shortchanged for COVID vaccine administration*, Modern Healthcare (Oct. 21, 2021), <https://www.modernhealthcare.com/payment/unitedhealth-cover-providers-covid-vaccine-underpayments>.

<sup>4</sup> Nona Tepper, *United unveils policy to retroactively deny patient ED claims*, Modern Healthcare (Jun. 4, 2021), <https://www.modernhealthcare.com/payment/united-unveils-policy-retroactively-deny-patient-ed-claims>.

<sup>5</sup> *How we're assessing emergency department facility commercial claims*, United Healthcare (Jun. 2021), <https://www.uhcprovider.com/en/resource-library/news/2021-network-bulletin-featured-articles/0621-ed-facility-commercial-claims.html>.



31. In July 2021, as the opioid epidemic continued to worsen, United ended out-of-network coverage for non-emergency services that take place outside a member's service area. This policy change was reportedly designed to save money on substance abuse rehabilitation centers, many of which are clustered in just a few geographic areas, and which often intentionally remove patients from their usual environments to foster better clinical outcomes.<sup>6</sup>

32. In August 2021, United HealthCare Insurance and another UnitedHealth Group subsidiary agreed to pay over \$15 million to settle allegations by the U.S. Department of Labor that it wrongfully reduced reimbursements for out-of-network mental health services.<sup>7</sup>

33. Envision is no stranger to United's unfair and abusive business practices. In 2006, a Florida-based Envision affiliate successfully sued a United HealthCare Insurance subsidiary for underpaying Envision's out-of-network rates after United chose not to renew their in-network agreement. (*Sheridan HealthCorp, Inc. v. Neighborhood Health Partnership, Inc.*, No. 06-08940 CACE (Broward Cty. Cir. 2006).) In 2009, Envision obtained summary judgment requiring United to pay the full amount of the billed charges for services provided to United's members, consistent with the parties' implied-in-fact contract that United entered through its conduct accepting Envision's continuing offer to provide medical services to United's members.

34. In 2018, Envision again sued United HealthCare Insurance, this time for violating the terms of their in-network agreement and attempting to withhold over \$100 million to offset purported overpayments from years prior. (*Envision Healthcare Corp. v. United HealthCare Insurance Co.*, No. 0:18-cv-60530-UU (S.D. Fla. 2018).) The case was subsequently referred to arbitration and remains pending.

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<sup>6</sup> Nona Tepper, *UnitedHealth's limits on out-of-network care seen as surprise billing ban reaction*, Modern Healthcare (July 7, 2021), <https://www.modernhealthcare.com/insurance/unitedhealths-limits-out-network-care-seen-surprise-billing-ban-reaction>.

<sup>7</sup> *United Behavioral Health, United Healthcare Insurance Co. Plans to Pay \$15.6m, Take Corrective Actions After Federal, State Investigations*, U.S Department of Labor (Aug. 12, 2021), <https://www.dol.gov/newsroom/releases/ebsa/ebsa20210812>.

35. As relevant to this case, United has also engaged in a pattern and practice of unilaterally terminating or refusing to renew provider network agreements to force providers out of network, so that it can pay artificially low rates. This directly and immediately harms medical groups like Envision by failing to provide reasonable rates for its services, negatively impacting the value of Envision and its affiliated and subsidiary practices, and negatively impacting Envision's business relationships with hospital clients and prospects. This conduct also ultimately harms United's customers by limiting their access to high quality care and raising co-pays, deductibles, and/or co-insurance as more care is provided by out-of-network providers.

36. United's strategy of forcing providers out-of-network is widely recognized. For example, an April 2021 *New York Times* article noted that "United has become increasingly aggressive in its stance toward large physician groups . . . , dropping a number of them from its network."<sup>8</sup> In October 2021, the American Society of Anesthesiologists wrote the Acting Assistant Attorney General of the U.S. Department of Justice's Antitrust Division on behalf of its over 54,600 members "to express its concerns with the conduct of UnitedHealth Group [] that is terminating participating provider agreements with anesthesia practices across the country at a high rate with exclusionary intent and consequences."<sup>9</sup>

37. Both pending litigation and press coverage make clear that United has employed this termination strategy to support unilateral imposition of unreasonable rates for services provided, benefitting United while harming doctors who spend their time in the field helping patients. Providers have been forced to sue United across the country to recoup the millions in damages caused by United terminating network agreements and underpaying out-of-network rates, and have consistently succeeded in doing so. News stories similarly confirm United's

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<sup>8</sup> Letter from Dr. Beverly K. Philip, ASA President to Richard Powers, Esq., Acting Asst. Att'y General, U.S. DOJ (Oct. 7, 2021), <https://www.asahq.org/-/media/sites/asahq/files/public/newsroom/news/unitedhealth-group-anti-competitive-behavior-letter-to-doj.pdf>.

<sup>9</sup> Reed Abelson, *Doctors Accuse United Healthcare of Stifling Competition*, N.Y. Times (Apr. 1, 2021), <https://www.nytimes.com/2021/04/01/health/unitedhealthcare-lawsuit.html>.

decision to end network relationships with other large private-equity-backed provider groups such as TeamHealth and U.S. Anesthesia Partners, forcing them out of network so that United can unilaterally impose unreasonable rates for services provided.

38. United's pattern of misconduct has reportedly earned it the nickname "evil empire" among some practitioners, and it is not difficult to see why.<sup>10</sup> United's business practices ultimately increase costs and deprive patients of their right to choose their doctors. Patients trust doctors, not insurance executives, when making decisions about their health and the well-being of their families. When United forces providers out of network, patients face higher out-of-pocket cost-sharing requirements for using suddenly out-of-network providers, while being left with fewer in-network providers to access. Providers in turn can effectively lose access to United's members, particularly in areas where United's members represent a substantial share of commercially insured patients, which many provider groups need to serve to remain economically viable.

#### ***United Siphons Away Sham Savings***

39. In connection with its termination strategy, United has further increased its profits at the expense of patients via its so-called "Shared Savings" program. Once United forces a provider out of network, United pays the provider less than its billed charges, and then charges the patient's employer/health plan a commission or surcharge for the "savings" from the difference between the provider's billed charges and what United decides to pay. This "savings" is illusory, as United has no intention of paying the billed charges for the out-of-network services and vehemently denies entitlement to payment of those charges. For example, if a provider's out-of-network rate for a given service is \$1,000, and United unilaterally decides to pay only \$200 to the provider, United collects a percentage of the \$800 difference from the employer as its "share" of the purported savings.

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<sup>10</sup> Nona Tepper, *UnitedHealthcare pays providers below standard rates for COVID-19 vaccines*, Modern Healthcare (Sept. 3, 2021), <https://www.modernhealthcare.com/payment/unitedhealthcare-pays-providers-below-standard-rates-covid-19-vaccines>.

40. One lawsuit that United recently settled alleged that in response to a \$1,998 bill from another private-equity-backed provider that United forced out of network, United only paid the provider \$363.92 and then charged the health plan \$571.93 in Shared Savings fees—more than United paid the provider. (Complaint, *U.S. Anesthesia Partners Inc. v. UnitedHealth Group, Inc.*, No. 1:21-cv-02380 ¶ 46 (D. Colo. Sept. 2, 2021).) United’s Shared Savings program provides an incentive for United to force providers out of its network, so that it can unilaterally reduce its payments below usual and customary rates, pocket a portion of the purported savings (effectively taking funds that should have gone to the providers and that are entirely based on the providers’ rates), even though United’s “share” can make services more expensive for health plans than they would have been if United had kept providers in-network. Discovery will reveal how much United has made from this scheme.

41. The purpose and results of United’s Shared Savings program has not escaped notice. For example, the American Society of Anesthesiologists’ October 2021 letter to the U.S. Department of Justice explained: “Through the guise of a ‘Shared Savings’ program, [United] has a perverse incentive to reduce the number of in-network [providers] to increase [United’s] profits, while increasing the fees and overall costs passed on to employers.”<sup>11</sup>

42. On information and belief, United is taking advantage of this “perverse incentive” to increase its profits at the expense of providers and employers. According to testimony in a recent lawsuit, United frequently paid as little as 20% of clinicians’ billed charges, and the Shared Savings fee that United charges employers is often greater than the amount it pays to the provider that performed the medical procedure, effectively taking funds due the provider. Further, according to recent news reports, United cut reimbursements to out-of-network providers by more than half from 2017 to 2020, while increasing its profits by billions.

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<sup>11</sup> Letter from Dr. Beverly K. Philip, ASA President to Richard Powers, Esq., Acting Asst. Att’y General, U.S. DOJ (Oct. 7, 2021), <https://www.asahq.org/-/media/sites/asahq/files/public/newsroom/news/unitedhealth-group-anti-competitive-behavior-letter-to-doj.pdf>.

***United Tries to Drive Business from Envision to Optum***

43. UnitedHealth Group, Inc., the parent company of United HealthCare Insurance Co., is also the parent of Optum, Inc. UnitedHealth Group reported to its shareholders that these two subsidiaries are “distinct, but strategically aligned.”<sup>12</sup>

44. Optum is a key part of UnitedHealth Group’s business, representing approximately 50% of its earnings. Optum is expected to continue to drive UnitedHealth Group’s revenues in the coming years.

45. Through its division OptumCare, Optum operates the largest physician practice organization in the United States, with more than 53,000 physicians and 1,450 clinics nationwide.

46. Optum has primary care and affiliated primary care offices throughout Florida and is central and south Florida’s largest provider of primary healthcare services.<sup>13</sup>

47. Further, through its MedExpress subsidiary, Optum operates hundreds of urgent care centers, with approximately 10 urgent care centers in Florida.<sup>14</sup>

48. Additionally, through its Surgical Care Affiliates subsidiary, Optum operates the largest network of independent ambulatory surgical centers and surgical hospitals in the United States, with over 250 surgery centers at which anesthesiologists practice nationwide, and approximately 10 surgery centers in Florida.<sup>15</sup>

49. UnitedHealth Group not only insures or administers emergency medicine, anesthesiology, radiology and neonatology services through United PPO, United HMO, and related subsidiaries, but also acts as a referral source and a direct competitor to Envision’s providers through its physician practices and surgery centers.

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<sup>12</sup> UnitedHealth Group, Annual Report (Form 10-K) (Feb. 14, 2020), <https://www.sec.gov/ix?doc=/Archives/edgar/data/0000731766/000073176620000006/unh2019123110-k.htm>.

<sup>13</sup> *Locations*, Optum Inc., <https://www.jsahealthcare.com/Locations/PrimaryCare.aspx?mid=15>.

<sup>14</sup> *Our growing presence*, Optum, Inc. <https://professionals.optumcare.com/about/presence.html>.

<sup>15</sup> *Id.*

50. As noted by the American Society of Anesthesiologists' October 2021 letter to the U.S. Department of Justice: "[UnitedHealth Group] is vertically integrated and has the ability and incentive to leverage its United HealthCare [] subsidiary's status as a health insurer, including to favor [UnitedHealth Group's] healthcare provider subsidiary Optum and its employed anesthesiologists unfairly." Additionally, "Optum and [Surgical Care Affiliates] have financial incentives from [United HealthCare] for Optum's employed physicians and [Surgical Care Affiliates'] surgery centers to steer patients only to in-network anesthesiologists."<sup>16</sup>

51. The American Society of Anesthesiologists' letter also observed that "[United HealthCare's] contract terminations also have the effect of reducing the value of the impacted [] practices, which may make them more willing to be acquired."<sup>17</sup> This "you better join us because you can't beat us" strategy has been very successful. Optum added over 10,000 physicians in 2021. Discovery is likely to reveal that United drove down reimbursement rates and kicked providers out of network in order to acquire physician practices for Optum, reduce competition with Optum, or both.

52. For example, *Kaiser Health News* reported in February 2020 that after a successful New Jersey physicians' practice rejected an Optum-owned group's offer to buy the practice, United HealthCare Insurance forced the practice out of its network. United HealthCare Insurance then directed its members to seek care at the Optum-owned group instead.<sup>18</sup>

53. On information and belief, United HealthCare Insurance provides its sister company Optum with preferential contract terms and reimbursement policies, without requiring the same draconian reimbursement rate reductions that United HealthCare Insurance requires of

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<sup>16</sup> Letter from Dr. Beverly K. Philip, ASA President to Richard Powers, Esq., Acting Asst. Att'y General, U.S. DOJ (Oct. 7, 2021), <https://www.asahq.org/-/media/sites/asahq/files/public/newsroom/news/unitedhealth-group-anti-competitive-behavior-letter-to-doj.pdf>.

<sup>17</sup> *Id.*

<sup>18</sup> Phil Galewitz, *Needy Patients 'Caught In The Middle' As Insurance Titan Drops Doctors*, *Kaiser Health News* (Feb. 25, 2020), <https://khn.org/news/needy-patients-caught-in-the-middle-as-insurance-titan-drops-doctors/>.

Envision and other providers. In so doing, UnitedHealth Group uses one of its businesses to subsidize another's competition against Envision.

54. Envision has previously experienced United's suspect competition tactics. In 2018, UnitedHealth Group directed Optum to submit an apparently bogus bid for Envision's ambulatory services unit, which includes its surgery centers. Envision shared commercially sensitive information about the proposed sale with Optum, but shortly thereafter Optum backed out of the bidding process. On information and belief, Optum bid on the Envision service line to obtain sensitive information about Envision's business for the benefit of United HealthCare Insurance, which was engaged in network negotiations with Envision at the time.

***United Forces Envision Out of Its Network***

55. Before January 1, 2021, United and Envision (through one of its legacy medical groups) were parties for more than a decade to a Medical Group Participation Agreement (the "2009 Agreement") for healthcare services nationwide, including in Florida. Under that agreement, Envision providers participated in the United network and were paid mutually agreeable negotiated rates.

56. In 2018, while negotiating a renewal of the 2009 Agreement, Envision accepted an offer by a private equity firm to take the company private, allowing it to pursue transformational opportunities to reduce healthcare costs.

57. Shortly thereafter, United sent a letter disparaging Envision to more than 250 of Envision's hospital clients in an apparent effort to pressure Envision into making concessions in the renewed agreement. The letter falsely and misleadingly asserted that "Envision's rates are driving up the cost of health care for the people we all serve." The letter also threatened that if the network agreement lapses and patients continue to receive services from Envision providers, "you may experience a decrease in patient satisfaction driven from higher out of pocket costs and patient confusion."

58. United then made phone calls to some of these hospitals and threatened to terminate its contracts with the hospitals if they continued their relationships with Envision.

59. In an effort to maintain its commitment to network participation and to avoid patient disruption and dissatisfaction whenever possible, Envision reluctantly agreed to significant rate reductions and its network status with United continued without disruption.

60. In 2020, in the midst of the national health crisis, and amid record profits for United driven in part by United's "Shared Savings" scheme, United and Envision began contract renewal discussions. Once again, and despite the significant concessions that Envision had made in prior negotiations with United, Envision offered further significant reductions in its rates in an effort to remain in-network during this national health crisis. United, on the other hand, made a single, well-below market, take-it-or-leave-it rate offer.

61. In November 2020, United went back to its playbook, and sent another false and misleading letter to Envision's healthcare facility partners, asserting, as in the 2018 letter, that Envision is "driving up the cost of health care for the members and customers we serve," even though Envision had taken significant rate reductions and consistently offered to accept those same lowered rates to renew the agreement. The letter also falsely and misleadingly accused Envision of seeking to charge "egregiously high rates" that "do not reflect fair market prices." And the letter falsely and misleadingly stated that Envision "expects to be paid nearly double the median rate [United] pay[s] other anesthesiologists and more than triple the median rate [United] pay[s] other ER physicians at participating hospitals," which could be true only if United had cut reimbursement rates for emergency room doctors across the country by at least 50%.

62. Further, this letter asserted that Envision would engage in "surprise" balance billing if the parties did not renew the in-network contract, which is also false and misleading. In fact, Envision had publicly announced that it would not balance bill any patients whose insurance companies were out of network, and both Florida and federal law forbid balance billing in many situations.

63. The letter also falsely and misleadingly claimed that United had been "negotiating in good faith" with Envision on renewing the in-network agreement, when in reality United was attempting to force Envision to accept unreasonably low rates. This statement is also false and



misleading because United repeatedly stated in negotiations that it would not renew the in-network agreement with Envision unless Envision abandoned its valid claims seeking over \$100 million that are pending in arbitration.

64. United continued to make untenable demands, finally forcing Envision out of network. Consistent with news reports and litigation regarding United's campaign to force other providers out of network, United failed to negotiate in good faith with Envision regarding reasonable rates.

65. On information and belief, some of Envision's hospital clients require their providers to be in-network with United because United requires the hospitals to do so in order to be listed as an in-network facility for United's members.

66. On information and belief, Optum-owned practices were ready to replace Envision's providers at some or all of the hospitals where Envision provides services, including in Florida, if Envision did not renew the in-network agreement with United.

67. On information and belief, United and/or its affiliates contacted hospital systems that partner with Envision to invite them to explore a relationship with Optum in the event that Envision was dropped from United HealthCare Insurance's network.

68. United thus faced a no-lose situation for itself: either Envision would accept unreasonable reimbursement reductions, or Optum would swoop in and replace Envision. United was not bothered at all by the fact that patients would lose the ability to select the healthcare providers of their choice.

69. Based on United's failure to renew their longstanding partnership, Envision medical groups in Florida (and around the country) were removed from United's network and became out-of-network providers effective January 1, 2021.

70. On information and belief, as a result of United's refusal to have Envision's providers in-network, Optum has replaced Envision at some hospitals that are in-network with United, including in Florida.

71. On information and belief, one of the reasons that United sought to terminate its network agreement with Envision was to steer patients and hospitals toward its Optum-owned practices, and to negatively impact the value and prospects of Envision and its providers, so that Optum and/or United could acquire some or all of Envision's practices at artificially depressed values.

***United Underpays Envision***

72. Despite its out-of-network status, Envision's providers have continued to provide critical, quality healthcare services and treatment to United's members on its behalf, and expect to be paid reasonable rates by United for the provision of those services.

73. Patients often need hospital-based physician services, such as Envision's emergency room, anesthesiology, and neonatal services at issue here, on an emergency basis. It is therefore impractical—if not impossible—for patients to shop around for a different provider who happens to be in United's network, or to negotiate rates prior to receiving services. Patients accept services with the understanding that their insurer will pay for their care at a reasonable rate, regardless of whether the rendering provider is in-network.

74. By providing valuable healthcare services to United's members, Envision has conferred a direct benefit upon United in fulfilling United's contractual obligations to its members, as shown by United's processing of Envision's claims and determination that they were covered services under United's contracts with its members.

75. Throughout 2021, United paid Envision significantly less than reasonable rates. The rates paid by United are substantially less than the rates United previously paid, and Envision previously accepted, for those services prior to United's termination of the agreements between the parties, and also substantially below what United's competitors pay Envision clinicians for similar services in the same geographic community.

76. United has refused to pay reasonable rates even after United itself has confirmed the appropriateness of those services by providing partial payment. By making partial payments,

United indicated that it has knowledge of the benefits Envision conferred upon United, and that United voluntarily accepted and retained those benefits.

77. Envision has disputed the underpayments for the healthcare services Envision provided to United's members.

78. In these and other cases at issue for purposes of this action, Envision billed United for its claims arising from the treatment of United's members at standard rates reflecting the medical complexity and skill required for the services provided, consistent with the reasonable range of provider charges in local communities. Envision did so with the expectation of appropriate reimbursement at reasonable rates, as required by law and United's implied agreement (both directly and via its insureds' acceptance of the services) to properly pay Envision.

79. On information and belief, United has paid Envision less than it has paid other providers in Florida for the same services, claims, and/or visits in the same geographic areas.

80. Despite the significant underpayments by United, Envision does not place patients in the middle, and does not balance bill or seek payment from patients above what United has identified as the cost share for its member for healthcare services.

81. Rather than negotiating in good faith to keep Envision in-network, United forced Envision out of its network so that it could unilaterally refuse to pay reasonable rates, retain a portion of the amounts it refused to pay to Envision for itself (via purported "Shared Savings"), drive business to its own provider network (Optum), and artificially depress the value of Envision and its practices for purposes of acquisition by United or others, effectively imposing by fiat what United could not achieve via good faith negotiation.

82. Under these circumstances, it is illegal, unjust, inequitable, unreasonable, and unfair for United to fail to pay reasonable rates for Envision's services and to retain the millions in profits that United realized at Envision's expense.

83. Based on the preceding paragraphs, Envision brings the following claims for relief:

**COUNT I**  
**Unjust Enrichment**  
**(against United HealthCare Insurance Co., UnitedHealthcare of Florida, Inc., and**  
**Neighborhood Health Partnership, Inc.)**

84. Envision incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

85. Envision conferred a benefit directly upon United by providing valuable healthcare services to United's members. United derived a direct benefit from Envision's provision of healthcare services to United's members because it is through Envision's provision of those services that United fulfills its obligations to its members, discharging United's contractual obligation or responsibility to provide access to, or to provide, valuable healthcare services to its members.

86. United is in the business of "provid[ing] access to" healthcare, offering coverage "even when [members] go out of network."<sup>19</sup>

87. As relevant here, United's members paid United insurance premiums to cover the cost of healthcare services obtained from in-network and out-of-network providers, beyond the cost of any applicable patient cost-sharing amounts. United's premiums "tend to be higher" for health insurance that offers out-of-network coverage.<sup>20</sup>

88. The healthcare services that Envision provided to United's members were covered services, as confirmed by United's payments for those services, even if those payments were less than the fair value and/or usual, customary, and reasonable rates for the services.

89. Envision's provision of healthcare services to United's members benefited United by enabling United to satisfy its obligations under its agreements with members and relevant law and helping United retain and attract members with coverage for out-of-network providers in

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<sup>19</sup> *Our Story*, United HealthCare Services, Inc., <https://www.uhc.com/about-us/our-story>; *Explore the benefits of UnitedHealthcare plans through work*, United HealthCare Services, Inc., <https://www.uhc.com/understanding-health-insurance/open-enrollment/understanding-coverage/benefits-of-unitedhealthcare-plans>.

<sup>20</sup> *What are HMO, PPO, EPO and POS health insurance plans?*, United HealthCare Services, Inc., <https://www.uhc.com/understanding-health-insurance/types-of-health-insurance/understanding-hmo-ppo-epo-pos>.

general and Envision's providers in particular. Envision's actions allowed United's members to receive healthcare from their preferred healthcare facilities and/or providers rather than leaving United's members with limited choices, frustrated with United's poor relationships with providers, and otherwise dissatisfied with United. Absent this provision of services by Envision, United would have been less able to retain and/or attract members compared with competing health insurance companies that work with Envision's providers.

90. By not paying Envision the fair or reasonable value of the services Envision provided to United's members, United realized these benefits at Envision's expense.

91. United was not justified in underpaying Envision for its services.

92. United knowingly and voluntarily accepted, retained, and enjoyed the benefits conferred upon it by Envision because, among other things, United received, processed, and adjudicated Envision's claims for such services and determined that they were covered services under United's contracts with its members. United did so knowing that Envision expected to be paid the fair value and/or usual, customary, and reasonable rates for its services, and Envision is entitled to payment for those services as a result of the express verification of those benefits and, where needed, pre-authorization or approval of the services, and/or through the course of dealing and/or other responsibilities of United for the management and care of its members.

93. Envision and United established a routine course of dealing for the admission and treatment by Envision of United's members, which includes the continuation of business relations between United and Envision following the expiration and non-renewal of the parties' express contract for in-network services.

94. During the relevant period, United was aware that: (1) Envision was an out-of-network provider for United's members; (2) Envision was entitled to and expected to be paid its billed rate and/or fair, reasonable, usual, and customary rates for its services; (3) Envision had not agreed to accept discounted rates from United; and (4) Envision would provide services to United's members at all medical facilities where Envision's professionals are staffed to provide such care.

95. United's actions resulted in a windfall for United, in that (1) United improved profit margins at Envision's expense by cutting payments to Envision while Envision continued to provide the same level of service, particularly where United paid far less than the discounted rates provided by the parties' prior contracts, which formed the basis of the continued understanding and/or expectations between the parties and which Envision refused to lower even further; (2) United withheld a portion of Envision's billed charges from health plans as a Shared Savings fee when, on information and belief, the combined payment to Envision and United via the Shared Savings fee was often greater than the prior in-network charges to the health plans; (3) on information and belief, United pocketed at least some of the resulting savings and continued to charge as much or more for the health plans it insured, operated, and/or administered that accessed Envision providers rather than lowering premiums and otherwise passing on savings commensurate with its reduced payments to Envision; and (4) any investment return on its ill-gotten profits.

96. Under these circumstances, it would be inequitable for United to fail to reimburse Envision the fair value and/or reasonable, usual, or customary rates of the healthcare services it rendered to United's members, while retaining the benefits Envision conferred upon United, particularly where United paid far less than the discounted rates provided by prior contracts, which formed the basis of the continued understanding and/or expectations between the parties and which Envision refused to lower even further.

97. Envision has no remedy other than this lawsuit to recover for United's unjust enrichment.

98. United is therefore liable to Envision for disgorgement of its unjust enrichment for failing to reimburse Envision for the billed rates, prior in-network rates (adjusted for inflation), fair market value, and/or usual, customary, and reasonable rates for the services Envision rendered to United's members; by withholding a portion of Envision's charges paid by health plans under the guise of Shared Savings; by, on information and belief, pocketing at least some of the resulting savings and continuing to charge health plans as much or more for health

insurance plans used to access Envision providers rather than lowering its premiums or otherwise passing on savings commensurate with its reduced payments to Envision; and by any investment return on the improper unilateral discounts.

**COUNT II**  
**Quantum Meruit**  
**(against United HealthCare Insurance Co., UnitedHealthcare of Florida, Inc., and**  
**Neighborhood Health Partnership, Inc.)**

99. Envision incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

100. Envision conferred a benefit directly upon United by providing valuable healthcare services to United's members. United derived a direct benefit from Envision's provision of healthcare services to United's members because it is through Envision's provision of those services that United fulfills its obligations to its members, discharging United's contractual obligation or responsibility to provide access to, or to provide, valuable healthcare services to its members.

101. United is in the business of "provid[ing] access to" healthcare, offering coverage "even when [members] go out of network."<sup>21</sup>

102. As relevant here, United's members paid United insurance premiums to cover the cost of healthcare services obtained from in-network and out-of-network providers, beyond the cost of any applicable patient cost-sharing amounts. United's premiums "tend to be higher" for health insurance that offers out-of-network coverage.<sup>22</sup>

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<sup>21</sup> *Our Story*, United HealthCare Services, Inc., <https://www.uhc.com/about-us/our-story>; *Explore the benefits of UnitedHealthcare plans through work*, United HealthCare Services, Inc., <https://www.uhc.com/understanding-health-insurance/open-enrollment/understanding-coverage/benefits-of-unitedhealthcare-plans>.

<sup>22</sup> *What are HMO, PPO, EPO and POS health insurance plans?*, United HealthCare Services, Inc., <https://www.uhc.com/understanding-health-insurance/types-of-health-insurance/understanding-hmo-ppo-epo-pos>.

103. The healthcare services that Envision provided to United's members were covered services, as confirmed by United's payments for those services, even if those payments were less than the fair value and/or usual, customary, and reasonable rates for the services.

104. Envision's provision of healthcare services to United's members benefited United by enabling United to satisfy its obligations under its agreements with members and relevant law and helping United retain and attract members with coverage for out-of-network providers in general and Envision's providers in particular. Envision's actions allowed United's members to receive healthcare from their preferred healthcare facilities and/or providers rather than leaving United's members with limited choices, frustrated with United's poor relationships with providers, and otherwise dissatisfied with United. Absent this provision of services by Envision, United would have been less able to retain and/or attract members compared with competing health insurance companies that work with Envision's providers.

105. United knowingly and voluntarily accepted, retained, and enjoyed the benefits conferred upon it by Envision because, among other things, United received, processed, and adjudicated Envision's claims for such services and determined that they were covered services under United's contracts with its members. United did so knowing that Envision expected to be paid the fair value and/or usual, customary, and reasonable rates for its services, and Envision is entitled to payment for those services as a result of the express verification of those benefits and, where needed, pre-authorization or approval of the services, and/or through the course of dealing and/or other responsibilities of United for the management and care of its members.

106. Envision and United established a routine course of dealing for the admission and treatment by Envision of United's members, which includes the continuation of business relations between United and Envision following the expiration and non-renewal of the parties' express contract for in-network services.

107. During the relevant period, United was aware that: (1) Envision was an out-of-network provider for United's members; (2) Envision was entitled to and expected to be paid its billed rate and/or fair, reasonable, usual, and customary rates for its services; (3) Envision had



not agreed to accept discounted rates from United; and (4) Envision would provide services to United's members at all medical facilities where Envision's professionals are staffed to provide such care.

108. United acknowledged its responsibility for payment of the cost of Envision's services rendered to United's members by regularly and consistently paying Envision for such services, albeit at rates that were not what was billed, fair, and/or usual, customary, and reasonable.

109. Under these circumstances, it would be inequitable for United to fail to reimburse Envision the fair value and/or reasonable, usual, or customary rates of the healthcare services it rendered to United's members, while retaining the benefits Envision conferred upon United, particularly where United paid far less than the discounted rates provided by prior contracts, which formed the basis of the continued understanding and/or expectations between the parties and which Envision refused to lower even further.

110. By allowing its members to use Envision's services despite knowing Envision's billed rates, and knowing that Envision does not (and often legally cannot) balance bill patients, United has impliedly agreed to reimburse Envision for its medical care at no less than its billed charges or the reasonable rates for the services.

111. These facts thus establish United's breach of implied-in-fact contracts for failure to reimburse Envision at its billed rates and/or prior in-network rates, adjusted for inflation. Envision and United established implied contracts for payment at these rates after the lapse of their prior agreement through Envision's continued provision of medical services to United's members, and United's continued knowledge and approval of Envision's rendering services to United's members when United did not reject those claims and instructed Envision to instead bill its members directly.

112. Envision has no remedy other than this lawsuit to redress the injuries it has suffered as a result of United's underpayments.

113. United is therefore liable in quantum meruit to Envision for failing to reimburse Envision for the billed rates, prior in-network rates (adjusted for inflation), fair market value, and/or usual, customary, and reasonable rates for the services Envision rendered to United's members.

**COUNT III**  
**Declaratory Judgment**  
**(against United HealthCare Insurance Co., UnitedHealthcare of Florida, Inc., and**  
**Neighborhood Health Partnership, Inc.)**

114. Envision incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

115. First, there is a bona fide controversy between the parties concerning whether the rates at which United has reimbursed Envision for services rendered to United's members complies with United's aforementioned duties as well as Fla. Stat. §§ 641.513(5) and 627.64194(4).

116. Envision has been an out-of-network provider when it rendered healthcare services to United's members with United's full knowledge, verification, and authorization, where needed, of the terms and conditions upon which Envision provided care to United's members, including the type of services and prices for those services.

117. Despite knowledge, verification of coverage for Envision's services, and authorizing where needed or otherwise approving Envision to provide services to United's members, United has reimbursed Envision for the healthcare services it has rendered to United's members at substantially less than Envision's charges and the fair value and/or usual, customary, and reasonable rates for similar services in the community where Envision rendered such services to United's members.

118. United failed to properly reimburse Envision for the healthcare services that Envision rendered to United's members as required by its common law duties and Fla. Stat. §§ 641.513(5) and 627.64194(4).

119. United appears to believe that it need not comply with the requirements of Florida statutory law for these claims covered by state law, as reflected by United's conduct in failing to pay in accordance with these laws, and United's setting up of processes that appear designed to have no ability to comply with the applicable state law obligations for these claims.

120. Second, based on the foregoing allegations, Envision has justiciable questions as to the rates of reimbursement to which Envision was entitled as an out-of-network provider of healthcare services to United's members, including Envision's rights of reimbursement and whether the rates of reimbursement that United has paid to Envision comply with Florida law.

121. Third, Envision is in doubt as to the rates of reimbursement that United provided, in contrast to the rates of reimbursement to which Envision is entitled. Declaratory relief is therefore appropriate here because it will serve a useful purpose in clarifying and settling the rates of reimbursement to which Envision was entitled from United for the healthcare services Envision rendered as an out-of-network provider.

122. Fourth, these controversies are such that there is a bona fide, actual, and present need for a declaration regarding the parties' legal rights and obligations regarding the services that Envision has provided to United. All antagonistic and adverse interests relating to the declaration sought herein are parties to this action.

123. The relief sought by Envision is not merely legal advice of the Court or answers to questions propounded from mere curiosity.

124. Envision is consequently entitled to a declaration of its rights pursuant to Fla. Stat. § 86.021.

**COUNT IV**  
**Violation of Fla. Stat. § 627.64194**  
**(against United HealthCare Insurance Co.)**

125. Envision incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

126. United PPO is an insurer governed by Chapter 627 of Florida statutes.

127. Envision and United PPO have not had a written contract between them governing the rates at which United PPO must reimburse Envision for emergency or nonemergency services provided to United PPO's members.

128. Envision's providers have not been participating providers in United's PPO provider network. Therefore, Envision's providers have been out-of-network providers.

129. Envision has rendered emergency services to United PPO's members.

130. Envision has also rendered nonemergency services to United PPO's members in facilities that had contracts for the nonemergency services with United PPO that the facility would be otherwise obligated to provide under contract with United PPO, and that were provided when the members did not have the ability and opportunity to choose an in-network provider at the facility who was available to treat the member.

131. All of the claims at issue in this count are for medically necessary, covered services rendered to persons who are covered under a health insurance contract delivered or issued for delivery by United PPO in Florida.

132. Fla. Stat. § 627.64194(4) requires that insurers, such as United PPO, reimburse out-of-network healthcare providers, such as Envision, for emergency services and the aforementioned qualifying nonemergency services provided to United's members in accordance with the provisions of Fla. Stat. § 641.513(5).

133. Likewise, Fla. Stat. § 627.6472(8) prohibits insurers from "restrict[ing] payment for covered services by nonexclusive providers if: (a) The services are for symptoms requiring emergency care or are immediately required for an unforeseen illness, injury, or condition; and (b) A network provider is not reasonably accessible."

134. Pursuant to Fla. Stat. § 641.513(5), nonparticipating providers, such as Envision, are entitled to reimbursement for emergency services and the qualifying nonemergency services rendered in an amount equal to the lesser of the provider's charges, the "usual and customary provider charges for similar services in the community where the services were provided," or

“[t]he charge mutually agreed to by the health maintenance organization and the provider within 60 days of the submittal of the claim.”

135. Envision has not reached an agreement with United PPO regarding any charges within 60 days of the submittal of the claims at issue in this action. Therefore, under Florida law, Envision is entitled to reimbursement of the lesser of its charges or the “usual and customary provider charges for similar services in the community where the services were provided” (i.e., the fair market value of the services).

136. For each emergency and nonemergency claim at issue in this count, United PPO determined that the services and care rendered by Envision to United PPO’s members were coverable and payable services and care, but underpaid Envision by reimbursing Envision substantially less than Envision’s charges, the “usual and customary provider charges for similar services in the community where the services were provided,” or the fair market value of the services.

137. On information and belief, United PPO employs methodologies or practices for approving out-of-network claims that systematically result in payment to the provider that is far less than the fair market value of the services rendered.

138. Accordingly, United PPO has failed to reimburse Envision for the emergency and qualifying nonemergency services that Envision rendered to United PPO’s members in accordance with Fla. Stat. § 641.513(5). United PPO has therefore violated Fla. Stat. § 627.64194(4).

139. Envision seeks compensatory damages, as permitted by applicable law, in an amount equal to the difference between the amounts United PPO approved as payable for the emergency and nonemergency claims and the fair market value of the services rendered, plus interest thereon at a rate of 12 percent per annum under Florida’s prompt pay statute, Fla. Stat. § 627.6131(7).

**COUNT V**  
**Violation of Fla. Stat. § 641.513**  
**(against UnitedHealthcare of Florida, Inc. and Neighborhood Health Partnership, Inc.)**

140. Envision incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

141. Envision and United do not have a written contract setting the rates at which United will reimburse Envision for emergency services provided to United's members.

142. Envision is not a participating provider in United's provider network; therefore, Envision is an out-of-network provider. Envision has rendered emergency services to United's members. All such services have been medically necessary, covered services.

143. All of the claims at issue in this count are for services rendered to persons who have contracted, or on whose behalf a contract has been entered into, with United for healthcare services.

144. Fla. Stat. § 641.513(5) provides that all HMOs, such as United HMO and Neighborhood Health Partnership, must reimburse non-participating providers, such as Envision, for emergency services in an amount equal to the lesser of the provider's charges, the "usual and customary provider charges for similar services in the community where the services were provided," or "[t]he charge mutually agreed to by the health maintenance organization and the provider within 60 days of the submittal of the claim."

145. Fla. Stat. § 641.513(5) imposes a duty on United HMO and Neighborhood Health Partnership, as managed care organizations licensed as HMOs, to reimburse Envision for its non-participating claims according to the statute's dictates.

146. Envision and United did not mutually agree to discount the charges for the emergency services rendered to United's members.

147. Envision submitted its non-participating claims to United, setting forth its charges for reimbursement of the payment for the emergency services its professionals rendered to United's members.

148. Envision has not reached an agreement with United regarding any charges within 60 days of the submittal of the claims at issue in this action. Therefore, under Florida law, Envision is entitled to reimbursement of the lesser of its charges or the “usual and customary provider charges for similar services in the community where the services were provided,” which Florida courts have interpreted as fair market value.

149. United has reimbursed Envision for the emergency services it has rendered to United’s members at substantially less than Envision’s charges.

150. United has reimbursed Envision for the emergency services it has rendered to United’s members at substantially less than the usual and customary provider charges for similar services in the community where Envision rendered such services to United’s members.

151. Accordingly, United has failed to reimburse Envision for the emergency services Envision rendered to United’s members in accordance with Fla. Stat. § 641.513(5).

152. United has a duty to comply with Fla. Stat. § 641.513(5) regarding payment for emergency services. By failing to pay Envision according to said statute, United violated the statute and breached its duty.

153. Envision seeks compensatory damages, as permitted by applicable law, in an amount equal to the difference between the amount allowed and the amount paid by United on each of the non-participating claims and the fair market value of the services described in the claims, plus interest thereon at a rate of 12 percent per annum under Florida’s prompt pay statute, Fla. Stat. § 641.3155(6).

**COUNT VI**  
**Tortious Interference with Existing Business Relationships**  
**(against all Defendants)**

154. Envision incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

155. First, Envision had existing contractual and/or business relationships with the numerous providers, healthcare facilities, and patients throughout Florida who contracted with and/or used Envision’s services, and these relationships afforded Envision existing legal rights.

156. Second, United was fully aware of these existing business relationships between Envision and the providers, healthcare facilities, and patients throughout Florida.

157. Third, despite United's actual awareness of the existing contractual and/or business relationships between Envision and the providers, the healthcare facilities, and patients in Florida, United intentionally and without justification acted to interfere with these relationships by underpaying Envision and driving business, and potentially providers, to its own provider group (Optum), and by sending a letter disparaging Envision to hundreds of healthcare facilities that worked with Envision. United knew that it was interfering with these relationships, and that this interference was certain or substantially certain to occur as a result of United's conduct.

158. Fourth, United's tortious interference directly produced or contributed substantially to producing the damage that Envision suffered, including any additional compensation that Envision's providers required in light of the shortfall created by United's underpayments, and any lost profits attributable to any loss of relationships with healthcare facilities and/or patients as a result of United's acts.

159. Envision suffered actual and consequential damages as a result of United's improper and intentional interference in the form of lost profits, the negative impact on its relationships, and the negative impact on its value and business. Only an amount that covers these losses will fairly and adequately compensate Envision for the damage that was caused by United's intentional interference.

**COUNT VII**  
**Tortious Interference with Prospective Business Relationships**  
**(against all Defendants)**

160. Envision incorporates by reference the preceding paragraphs of this Complaint as if fully set forth herein.

161. First, Envision had continuing and/or prospective business relationships with numerous providers, healthcare facilities, and patients throughout Florida who were likely to contract with Envision or use Envision's services.



162. Second, United was fully aware of the continuing and prospective business relationships between Envision and the multiple providers, healthcare facilities, and patients throughout Florida who were likely to contract with Envision or use Envision's services.

163. United was also fully aware that Envision was acquired by a private equity firm in 2018, and that Envision could be acquired by another firm or become a publicly traded company, either of which would involve prospective business relationships between Envision and new ownership.

164. Third, despite United's knowledge of these relationships, United intentionally and without justification acted to interfere with these relationships by underpaying Envision and driving business, and potentially providers, to its own provider group (Optum), and by sending a letter disparaging Envision to hundreds of healthcare facilities that worked with Envision. United acted with a conscious desire to prevent or interfere with the formation of contracts or formal business relationships between Envision and providers, healthcare facilities, patients, and/or potential acquirers. United knew this interference was certain or substantially certain to occur as a result of United's conduct.

165. Fourth, United's tortious interference directly produced or contributed substantially to producing the damage that Envision suffered. Envision suffered actual and consequential damages as a result of United's improper and intentional interference in the form of lost profits, the negative impact on its value, and the negative impact on its relationships with providers, healthcare facilities, and patients, and prospects with acquirers. Only an amount that covers these losses will fairly and adequately compensate Envision for the damage that was caused by United's intentional interference.

#### **Prayer for Relief**

WHEREFORE, Envision requests that the Court grant the following relief:

- a. Enter judgment in favor of Envision, and against United, on all of the Claims for Relief that Envision asserts in this Complaint;
- b. Award Envision damages incurred as a result of United's wrongful conduct;

- c. Award Envision attorney's fees and costs, as available;
- d. Award Envision prejudgment and post-judgment interest; and
- e. Award Envision all other relief to which it may be entitled, including restitution, disgorgement of ill-gotten profits, and punitive and/or treble damages.

**Jury Trial Demand**

Envision hereby demands a trial by jury on all issues so triable.

Dated: May 2, 2022

Respectfully Submitted,

/s/ Gerald E. Greenberg

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