

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU

-----X
NORTHWELL HEALTH, INC.

Plaintiffs,

-against-

OSCAR HEALTH PLAN OF NEW YORK, INC., and
OSCAR INSURANCE CORPORATION

Defendants,
-----X

Index No.

**SUMMONS WITH
COMPLAINT**

*Basis of Venue
Plaintiff's Address*

Defendants' Addresses:

Oscar Health Plan of New York, Inc.
295 Lafayette Street, 6th Floor
New York, NY 10012.

Oscar Insurance Corporation
75 Varick Street, 5th Floor
New York, NY 10013

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your Answer, or, if the Complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York).

Venue: Plaintiff designated Nassau County as the place of trial on the grounds that plaintiff's principal place of business is Nassau County.

Dated: New York, New York
June 11, 2021

Butler Tibbetts, LLC



By: _____

Thomas B. Noonan, Esq.
Attorneys for Plaintiffs
Nine East 45th Street, 9th Floor
New York, New York 10017
(212) 629-4119

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COMPLAINT

Plaintiff Northwell Health, Inc., by and through their attorneys, Butler Tibbetts, LLC, as
and for their Complaint, allege the following:

1. Plaintiff Northwell Health, Inc. (Northwell), formerly known as North Shore-
Long Island Jewish Health System, Inc., is a New York not-for-profit corporation that operates
hospitals and healthcare facilities in the State of New York that provide healthcare services to the
public. Northwell maintains its principal place of business at 2000 Marcus Avenue, New Hyde
Park, New York 11042. Northwell brings this lawsuit on its own behalf and on behalf of each
the hospitals and healthcare facilities in the Northwell system.

2. Defendant Oscar Health Plan of New York, Inc. is a New York insurance
company with a business address of 295 Lafayette Street, 6th Floor, New York, NY 10012.

3. Defendant Oscar Insurance Corporation is a New York insurance company with a
business address of 75 Varick Street, 5th Floor, New York, NY 10013. (Both defendants will
collectively be referred to herein as Defendant.)

4. At all relevant time periods herein, Defendant issued health insurance policy
contracts to the patients/insureds at issue in this case.

5. Typically, as occurred here, Northwell provided emergency medical care when the patients at issue arrived at Northwell's facilities. In the context of emergency services, Northwell is obligated to provide professional care to the patients without regard to their financial situation and whether or not they have healthcare insurance. Northwell is obligated to provide emergency medical services by law and applicable ethics.

6. Usually, it is only after a patient is treated and in a stable condition that Northwell learns whether the patient has healthcare insurance and if so, specifically what healthcare insurance the patient has.

7. Plaintiff does not have a contract with Defendant. Plaintiff is considered a non-participating provider or out-of-network provider ("non-par"). During the time at issue, a non-par may collect their full charges directly from the patients at the time of service and are not required to accept reduced rates for procedures performed. A non-par may, as in this case, accept an assignment of benefits which authorizes the member's health plan to remit payment directly to the provider.

8. Plaintiff provided emergency healthcare services and treatment to Defendant's cardholders, members, and/or insureds between January 1, 2017 until December 31, 2020. Plaintiff continues to treat Defendant's insureds in 2021, and it is anticipated that unpaid claims will continue to accrue.

9. The reasonable and customary charges for the emergency healthcare services that Plaintiff rendered to the Defendant's insureds totals no less than \$40,795,921.00, of which only \$8,829,935.00 has been paid by Defendant, thus leaving a balance of \$31,965,986.00. Payments that Plaintiff received from Defendant were made by Defendant directly to Plaintiff in accordance with the assignments Plaintiff received from its patients.

10. Defendant is responsible to pay for Northwell's medical services and treatment to Defendant's cardholders, members, and/or insureds for the aforementioned dates of service pursuant to the aforementioned healthcare policy(ies). Defendant's insureds have healthcare insurance issued by Defendant and said policies have applicable emergency healthcare benefits that should be paid to Northwell.

11. Northwell has demanded payment of the amount owed from Defendant, but Defendant has made no payment.

12. Northwell has standing to assert these claims by virtue of having direct claims against Defendant, contractual rights, and/or assignments of benefits executed by the patients.

13. To the extent necessary, Northwell has exhausted all applicable administrative remedies and/or other contractual preconditions outlined in the applicable healthcare policies. These preconditions included but are not limited to obtaining assignments of benefits, having Defendant accept the assignment of benefits (or waive anti-assignment provisions), appealing adverse determinations (multiple levels and peer to peer review, where appropriate), advocate for the calculation and determination of the patients' benefits, and conducting settlement negotiations with respect to the claims.

14. Representatives of Northwell and Defendant have had numerous, direct communications regarding Defendant's benefit calculations and analyses of the health care claims at issue. Defendant has never challenged Northwell's right or ability to contest the health care claims at issue or Defendant's calculation of the applicable health care benefits.

15. To the extent applicable or necessary, Defendant has accepted the assignment of benefits that Northwell received from the patients at issue; or has waived any anti-assignment language by virtue of accepting the applicable assignments, not challenging the assignments,

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