

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

FRANCESCO GARGANO, MD,

Plaintiff,

-against-

ELEVANCE HEALTH, INC. f/k/a ANTHEM,
INC.

Defendant.

Index No.:

COMPLAINT

Plaintiff, Francesco Gargano, MD (“Plaintiff”), by and through its attorneys, Gottlieb & Greenspan, LLC, by way of Complaint against Elevance Health, Inc. f/k/a Anthem, Inc. alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a medical provider with a principal place of business at 25 Sutton Place So., #17F, New York, New York 10022.

2. Upon information and belief, Defendant is engaged in providing and/or administering health care plans or policies in the State of New York.

3. This court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action arises under federal law, specifically the No Surprises Act (“NSA”), 42 U.S.C. § 300gg-111 *et seq.*, which governs the Independent Dispute Resolution (“IDR”) process for certain out-of-network billing disputes including those at issue here, as well as the Federal Arbitration Act (“FAA”), 9 U.S.C. § 9 *et seq.*

4. Venue is proper in the United States District Court for the Southern District of New York, pursuant to 28 U.S.C. § 1391, because a substantial part of the events giving rise to this action occurred within this district.

FACTUAL BACKGROUND

5. Plaintiff is a medical provider that specializes in plastic surgery.

6. As an out-of-network provider, Plaintiff does not have a network contract that would determine or limit payment for Plaintiff's services to Defendant's members.

7. However, since the services were rendered emergently/inadvertently, the patients' out-of-network medical treatment is subject to reimbursement pursuant to the NSA, 42 U.S.C. § 300gg-111 *et seq.*

8. Pursuant to the NSA, an out-of-network provider reserves the right to dispute a health plan's reimbursement for qualifying out-of-network services and initiate a thirty (30) day negotiation period. 42 U.S.C. § 300gg-111(c)(1)(A).

9. In this case, Plaintiff disputed Defendant's payment allowances and initiated the negotiation period called for by the NSA.

10. Pursuant to the NSA, if the payment dispute between the provider and insurer is not resolved during the negotiation period, the provider has the right to initiate arbitration under which the proper reimbursement amount is determined by a neutral arbitrator. 42 U.S.C. § 300gg-111(c)(1-5).

11. Pursuant to the NSA, if it is determined in arbitration that an additional amount remains due, the insurer has thirty (30) days from the date of the arbitration award to issue the additional payment. 42 U.S.C. § 300-gg-111(c)(6).

Patient D.G. – DISP-1751347

12. On July 5, 2024, Francesco Gargano, M.D. (“Dr. Gargano”) provided medical treatment for an individual identified as D.G. (“Patient D.G.”) at Lenox Health Greenwich Village, located in New York, New York.

13. At the time of treatment, Patient D.G. was the beneficiary of a health plan issued and/or administrated by Defendant.

14. After treating Patient D.G., Plaintiff submitted a Health Insurance Claim Form (“HCFA”) medical bill to Defendant seeking payment of \$25,000.00 for the procedure, itemized under Current Procedural Terminology (“CPT”) code 13132.

15. In response to Plaintiff’s HCFA, Defendant allowed payment of \$1,750.00.

16. Because the dispute was not resolved during the negotiation period, Plaintiff initiated arbitration called for by the NSA.

17. On November 6, 2024, the arbitrator ruled in Plaintiff’s favor under Arbitration Dispute DISP-1751347, awarding Plaintiff \$17,000.00, amounting to an additional \$15,250.00 over Defendant’s initial payment. *See Exhibit A*, attached hereto.

18. Pursuant to the NSA, the arbitration award under DISP-1751347 is legally “binding upon the parties involved.” 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

19. Defendant failed to issue the arbitration payment to Plaintiff even though its deadline to do so was December 6, 2024.

20. As of the date of this Complaint, three hundred and twenty (320) days have elapsed since Defendant’s deadline to submit the award payment to Plaintiff.

21. For DISP-1751347, Defendant has failed to pay \$15,250.00, which is currently due and owing.

Patient M.M. – DISP-1751460

22. On July 6, 2024, Dr. Gargano, provided medical treatment for an individual identified as M.M. (“Patient M.M.”) at Lenox Health Greenwich Village, located in New York, New York.

23. At the time of treatment, Patient M.M. was the beneficiary of a health plan issued and/or administrated by Defendant.

24. After treating Patient M.M., Plaintiff submitted a HCFA medical bill to Defendant seeking payment of \$7,000.00 for the procedure, itemized under CPT code 11042.

25. In response to Plaintiff’s HCFA, Defendant denied payment.

26. Because the dispute was not resolved during the negotiation period, Plaintiff initiated arbitration called for by the NSA.

27. On January 17, 2025, the arbitrator ruled in Plaintiff’s favor under Arbitration Dispute DISP-1751460, awarding Plaintiff \$7,000.00 for CPT code 11042. *See Exhibit B*, attached hereto.

28. Pursuant to the NSA, the arbitration award under DISP-1751460 is legally “binding upon the parties involved.” 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

29. Defendant failed to issue the arbitration payment to Plaintiff even though its deadline to do so was February 16, 2025.

30. As of the date of this Complaint, over two hundred and forty-eight (248) days have elapsed since Defendant’s deadline to submit the award payment to Plaintiff.

31. For DISP-1751460, Defendant has failed to pay \$7,000.00, which is currently due and owing.

Patient G.B. – DISP-2075236 & DISP-2075335

32. On September 4, 2024, Dr. Gargano provided medical treatment for an individual identified as G.B. (“Patient G.B.”) at Lenox Health Greenwich Village, located in New York, New York.

33. At the time of treatment, Patient G.B. was the beneficiary of a health plan issued and/or administrated by Defendant.

34. After treating Patient G.B., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the procedures, itemized under the following CPT codes:

- a. \$25,000.00 for one (1) unit of CPT code 13132-LT; and
- b. \$7,000.00 for one (1) unit of CPT code 99283.

35. In response to Plaintiff’s HCFA, Defendant allowed the following payments:

- a. \$443.34 for one (1) unit of CPT code 13132-LT; and
- b. \$61.82 for one (1) unit of CPT code 99283.

36. Because the dispute was not resolved during the negotiation period, Plaintiff initiated arbitration called for by the NSA.

37. On January 2, 2025, the arbitrator ruled in Plaintiff’s favor under Arbitration Dispute DISP-2075236, awarding Plaintiff \$25,000.00, amounting to an additional \$24,556.66 over Defendant’s initial payment. *See Exhibit C*, attached hereto.

38. On January 3, 2025, the arbitrator ruled in Plaintiff’s favor under Arbitration Dispute DISP-2075335, awarding Plaintiff \$7,000.00 for CPT code 99283, amounting to an additional \$6,938.18 over Defendant’s initial payment. *See Exhibit D*, attached hereto.

39. Pursuant to the NSA, the arbitration awards under DISP-2075236 and DISP-2075335 are legally “binding upon the parties involved.” 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

40. Defendant failed to issue the arbitration payments to Plaintiff even though its deadlines to do so were February 1, 2025 and February 2, 2025.

41. As of the date of this Complaint, over two hundred and sixty-three (263) days have elapsed since Defendant's deadline of February 1, 2025 and over two hundred and sixty-two (262) days have elapsed since Defendant's deadline of February 2, 2025, to submit the award payments to Plaintiff for DISP-2075236 and DISP-2075335.

42. For DISP-2075236 and DISP-2075335, Defendant has failed to pay \$31,494.84, which is currently due and owing.

Patient J.G. – DISP-2027814

43. On August 25, 2024, Dr. Gargano provided medical treatment for an individual identified as J.G. ("Patient J.G.") at Lenox Health Greenwich Village, located in New York, New York.

44. At the time of treatment, Patient J.G. was the beneficiary of a health plan issued and/or administrated by Defendant.

45. After treating Patient J.G., Plaintiff submitted a HCFA medical bill to Defendant seeking \$7,000.00 in payment for the procedure, itemized under CPT code 11042.

46. In response to Plaintiff's HCFA, Defendant allowed payment in the amount of \$34.33.

47. Because the dispute was not resolved during the negotiation period, Plaintiff initiated arbitration called for by the NSA.

48. On January 2, 2025, the arbitrator ruled in Plaintiff's favor under Arbitration Dispute DISP-2027814, awarding Plaintiff \$7,000.00 for CPT code 11042, amounting to an additional \$6,965.67 over Defendant's initial payment. See **Exhibit E**, attached hereto.

49. Pursuant to the NSA, the arbitration award under DISP-2027814 is legally “binding upon the parties involved.” 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

50. Defendant failed to issue the arbitration payment to Plaintiff even though its deadline to do so was February 1, 2025.

51. As of the date of this Complaint, over two hundred and sixty-three (263) days have elapsed since Defendant’s deadline to submit the award payment to Plaintiff.

52. For DISP-2027814, Defendant has failed to pay \$6,965.67, which is currently due and owing.

Patient D.V. – DISP-2123411 & DISP-2123409

53. On September 14, 2024, Francesco Gargano, M.D. provided medical treatment for an individual identified as D.V. (“Patient D.V.”) at Lenox Hill Emergency Room, located in New York, New York.

54. At the time of treatment, Patient D.V. was the beneficiary of a health plan issued and/or administrated by Defendant.

55. After treating Patient D.V., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the procedures, itemized under the following CPT codes:

a. \$8,500.00 for one (1) unit of CPT code 11042; and

b. \$25,000.00 for one (1) unit of CPT code 13132.

56. In response to Plaintiff’s HCFA, Defendant allowed the following payments:

a. \$48.70 for one (1) unit of CPT code 11042; and

b. \$443.34 for one (1) unit of CPT code 13132.

57. Because the dispute was not resolved during the negotiation period, Plaintiff initiated arbitration called for by the NSA.

58. On January 2, 2025, the arbitrator ruled in Plaintiff's favor under Arbitration Dispute DISP-2123411, awarding Plaintiff \$8,500.00, amounting to an additional \$8,451.30 over Defendant's initial payment. *See Exhibit F*, attached hereto.

59. On February 3, 2025, the arbitrator ruled in Plaintiff's favor under Arbitration Dispute DISP-2123409, awarding Plaintiff \$25,000.00, amounting to an additional \$24,556.66 over Defendant's initial payment. *See Exhibit G*, attached hereto.

60. Pursuant to the NSA, the arbitration awards under DISP-2123411 and DISP-2123409 are legally "binding upon the parties involved." 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

61. Defendant failed to issue the arbitration payments to Plaintiff even though its deadlines to do so were February 1, 2025, and March 5, 2025.

62. As of the date of this Complaint, two hundred and sixty-three (263) days have elapsed since Defendant's February 1, 2025, deadline, and two hundred and thirty-one days (231) have elapsed since Defendant's March 5, 2025, deadline to submit the award payments to Plaintiff for DISP-2123411 and DISP-2123409.

63. For DISP-2123411 and DISP-2123409, Defendant has failed to pay \$33,007.96, which is currently due and owing.

Patient R.S. – DISP-1186699

64. On January 10, 2024, Dr. Gargano provided medical treatment for an individual identified as R.S. ("Patient R.S.") at Lenox Health Greenwich Village, located in New York, New York.

65. At the time of treatment, Patient R.S. was the beneficiary of a health plan issued and/or administrated by Defendant.

66. After treating Patient R.S, Plaintiff submitted a HCFA medical bill to Defendant seeking payment of \$25,000.00 for the procedure itemized under CPT code 13132.

67. In response to Plaintiff's HCFA, Defendant allowed payment in the amount of \$368.38.

68. Because the dispute was not resolved during the negotiation period, Plaintiff initiated arbitration called for by the NSA.

69. On January 2, 2025, the arbitrator ruled in Plaintiff's favor under Arbitration Dispute DISP-2027814, awarding Plaintiff \$25,000.00, amounting to an additional \$24,631.62 over Defendant's initial payment. *See Exhibit H*, attached hereto.

70. Pursuant to the NSA, the arbitration award under DISP-1186699 is legally "binding upon the parties involved." 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

71. Defendant failed to issue the arbitration payment to Plaintiff even though its deadline to do so was February 1, 2025.

72. As of the date of this Complaint, over two hundred and sixty-three (263) days have elapsed since Defendant's deadline to submit the award payment to Plaintiff.

73. For DISP-1186699, Defendant has failed to pay \$24,631.62, which is currently due and owing.

Patient D.B. – DISP-1650782

74. On June 8, 2024, Dr. Gargano provided medical treatment for an individual identified as D.B. ("Patient D.B.") at Lenox Hill Emergency Room, located in New York, New York.

75. At the time of treatment, Patient D.B. was the beneficiary of a health plan issued and/or administrated by Defendant.

76. After treating Patient D.B., Plaintiff submitted a HCFA medical bill to Defendant seeking payment of \$7,000.00 for the procedure, itemized under CPT code 11042.

78. In response to Plaintiff's HCFA, Defendant allowed payment in the amount of \$95.78.

79. Because the dispute was not resolved during the negotiation period, Plaintiff initiated arbitration called for by the NSA.

80. On January 8, 2025, the arbitrator ruled in Plaintiff's favor under Arbitration Dispute DISP-1650782, awarding Plaintiff \$7,000.00, amounting to an additional \$6,904.22 over Defendant's initial payment. *See Exhibit I*, attached hereto.

81. Pursuant to the NSA, the arbitration award under DISP-1650782 is legally "binding upon the parties involved." 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

82. Defendant failed to issue the arbitration payment to Plaintiff even though its deadline to do so was February 7, 2025.

83. As of the date of this Complaint, over two hundred and fifty-seven (257) days have elapsed since Defendant's deadline to submit the award payment to Plaintiff.

84. For DISP-1650782, Defendant has failed to pay \$6,904.22, which is currently due and owing.

Patient J.Y. – DISP-352504

85. On September 8, 2022, Dr. Gargano provided medical treatment for an individual identified as J.Y. ("Patient J.Y.") at Lenox Health Greenwich Village, located in New York, New York.

86. At the time of treatment, Patient J.Y. was the beneficiary of a health plan issued and/or administrated by Defendant.

87. After treating Patient J.Y., Plaintiff submitted a HCFA medical bill to Defendant seeking payment of \$25,000.00 for the procedure, itemized under CPT code 20103.

88. In response to Plaintiff's HCFA, Defendant allowed payment in the amount of \$419.39.

89. Because the dispute was not resolved during the negotiation period, Plaintiff initiated arbitration called for by the NSA.

90. On January 8, 2025, the arbitrator ruled in Plaintiff's favor under Arbitration Dispute DISP-352504, awarding Plaintiff \$8,478.00, amounting to an additional \$8,058.61 over Defendant's initial payment. *See Exhibit J*, attached hereto.

91. Pursuant to the NSA, the arbitration award under DISP-352504 is legally "binding upon the parties involved." 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

92. Defendant failed to issue the arbitration payment to Plaintiff even though its deadline to do so was February 7, 2025.

93. As of the date of this Complaint, over two hundred and fifty-seven (257) days have elapsed since Defendant's deadline to submit the award payment to Plaintiff.

94. For DISP-352504, Defendant has failed to pay \$8,058.61, which is currently due and owing.

COUNT ONE

PLAINTIFF SEEKS RELIEF IN ACCORDANCE WITH 9 U.S. CODE § 9

95. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 94 of the Complaint as though fully set forth herein.

96. The FAA, 9 U.S. Code § 9, provides that, if the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the

arbitration, and shall specify the court, then at any time within one (1) year after the award is made, any party to the arbitration may apply to the court so specified for an Order confirming the award, and thereupon the court must grant such an Order.

97. In this case, while the parties do not have an agreement that a judgment of the court shall be entered upon the arbitration awards at issue, the binding arbitration awards were issued pursuant to the Federal No Surprises Act. 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

98. Indeed, other Districts have held that Federal courts have authority to confirm arbitration awards issued pursuant to the NSA under the FAA, 9 U.S.C. § 9. *See, e.g., GPS of New Jersey M.D., P.C. v. Horizon Blue Cross & Blue Shield*, No. CV226614KMJBC, 2023 WL 5815821 (D.N.J. Sept. 8, 2023) (granting Horizon Blue Cross & Blue Shield’s cross-motion to confirm an NSA entity award under 9 U.S.C. § 9 because the language of the NSA indicates the NSA award is “final and binding” and, by invoking Section 10(a) of the Federal Arbitration Act, the NSA “gives the court the authority to confirm the award”); *Guardian Flight LLC v. Aetna Life Ins. Co.*, No. 3:24-cv-00680-MPS, 2025 U.S. Dist. LEXIS 91676 (D. Conn. May 14, 2025) (holding IDR awards are rendered in the absence of any arbitration agreement and immediately trigger the payment obligations set forth in § 300gg-112(a)(3)(B) and (b)(6); No judicial “confirmation” is required for them to become “binding”).

99. It is against equity and good conscience to deprive Plaintiff of a remedy to enforce a “binding” arbitration award issued in accordance with federal law.

100. Accordingly, Plaintiff brings this action for an Order confirming the applicable arbitration award as follows:

- a. DISP-1751347, issued November 6, 2024;
- b. DISP-1751460, issued January 17, 2025;

- c. DISP-2075236, issued January 2, 2025;
- d. DISP-2075335, issued January 3, 2025;
- e. DISP-2027814, issued January 2, 2025;
- f. DISP-2123411, issued January 2, 2025;
- g. DISP-2123409, issued February 3, 2025;
- h. DISP-1186699, issued January 8, 2025;
- i. DISP-1650782, issued January 8, 2025; and
- j. DISP-352504, issued January 8, 2025.

COUNT TWO

VIOLATION OF THE FEDERAL NO SURPRISES ACT REGARDING THE NON-PAYMENT OF BINDING AWARDS

101. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 100 of the Complaint as if fully set forth herein.

102. Under the NSA, a party is permitted to initiate the federal arbitration process called for by the Act if the parties are unable to agree on a payment rate during the NSA's negotiation period. 42 U.S.C. § 300gg-111(c)(1-5).

103. In the instant case, the parties were unable to agree on the out-of-network rate for the services provided, and the parties therefore proceeded to arbitration called for by the NSA.

104. Island Peer Review Organization, the certified independent dispute resolution ("CIDRE") entity assigned to DISP-1186699 and DISP-2123409 made the following determinations:

- a. awarded Plaintiff \$25,000.00 for CPT code 13132 on January 8, 2025, amounting to an additional \$24,631.62 over Defendant's initial payment; and
- b. awarded Plaintiff \$25,000.00 for CPT code 13132 on February 3, 2025, amounting to an additional \$24,556.66 over Defendant's initial payments.

105. Maximus Federal Services, Inc., the CIDRE assigned to DISP-1751347, DISP-1751460 and DISP-2027814 made the following determination:

- a. awarded Plaintiff \$17,000.00 for CPT code 13132 on November 6, 2024, amounting to an additional \$15,250.00 over Defendant's initial payment;
- b. awarded Plaintiff \$7,000.00 for CPT code 11042 on January 17, 2025, amounting to an additional \$7,000.00 over Defendant's initial payment; and
- c. \$7,000.00 for CPT code 11042 on January 2, 2025, amounting to an additional \$6,965.67 over Defendant's initial payment.

106. On January 8, 2025, Federal Hearings and Appeals Services, Inc., the CIDRE assigned to DISP-1650782 awarded Plaintiff \$7,000.00 for CPT code 11042, amounting to an additional \$6,904.22 over Defendant's initial payment.

107. On January 3, 2025, MCMC Services, LLC, the CIDRE assigned to DISP-2075335 awarded Plaintiff \$7,000.00 for CPT code 99283, amounting to an additional \$6,938.18 over Defendant's initial payment.

108. ProPeer Resources, LLC, the CIDRE assigned to DISP-2075236 and DISP-2123411 made the following determinations:

- a. awarded Plaintiff \$25,000.00 for CPT code 13132-LT on January 2, 2025, amounting to an additional \$24,556.66 over Defendant's initial payment; and
- b. awarded Plaintiff \$8,500.00 for CPT code 11042 on January 2, 2025, amounting to an additional \$8,451.30 over Defendant's initial payment:

109. On January 8, 2025, C2C Innovative Solutions, Inc., the CIDRE assigned to DISP-352504, awarded Plaintiff \$8,478.00 for CPT code 20103, amounting to an additional \$8,058.61 over Defendant's initial payment.

110. According to the NSA, Defendant had thirty (30) days to remit the arbitration payments to Plaintiff. 42 U.S.C. § 300gg-111(c)(6).

111. Defendant failed to make the payments within thirty (30) days and, as of the date of the filing of this Complaint, Defendant has failed to remit the arbitration payments to Plaintiff.

112. As such, Defendant has failed to comply with the requirements of the NSA.

113. Accordingly, due to Defendant's failure to comply with the NSA's requirements, Plaintiff has been damaged in the total amount of \$133,312.92.

CLAIM FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

1. For an Order confirming the arbitration award issued under DISP-1751347;
2. For an Order directing Defendant to pay Plaintiff \$15,250.00;
3. For an Order confirming the arbitration award issued under DISP-1751460;
4. For an Order directing Defendant to pay Plaintiff \$7,000.00;
5. For an Order confirming the arbitration award issued under DISP-2075236;
6. For an Order directing Defendant to pay Plaintiff \$24,556.66;
7. For an Order confirming the arbitration award issued under DISP-2075335;
8. For an Order directing Defendant to pay Plaintiff \$6,938.18;
9. For an Order confirming the arbitration award issued under DISP-2027814;
10. For an Order directing Defendant to pay Plaintiff \$6,965.67;
11. For an Order confirming the arbitration award issued under DISP-2123411;
12. For an Order directing Defendant to pay Plaintiff \$8,451.30;
13. For an Order confirming the arbitration award issued under DISP-2123409;
14. For an Order directing Defendant to pay Plaintiff \$24,556.66;
15. For an Order confirming the arbitration award issued under DISP-1186699;
16. For an Order directing Defendant to pay Plaintiff \$24,631.62;
17. For an Order confirming the arbitration award issued under DISP-1650782;

18. For an Order directing Defendant to pay Plaintiff \$6,904.22;
19. For an Order confirming the arbitration award issued under DISP-352504;
20. For an Order directing Defendant to pay Plaintiff \$8,058.61;
21. For attorney's fees, interest and costs of suit; and
22. For such other and further relief as the Court may deem just and equitable.

Dated: October 28, 2025
Fair Lawn, New Jersey

GOTTLIEB & GREENSPAN, LLC
Attorneys for Plaintiff
By: /s/ Rachael E. Banks
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Exhibit A

IDR dispute status: Payment Determination Made

IDR reference number: DISP-1751347

Maximus Federal Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1751347** and has determined that FRANCESCO GARGANO, MD is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Maximus Federal Services, Inc. has determined that the out-of-network payment amount of **\$17,000.00** offered by FRANCESCO GARGANO, MD is the appropriate out-of-network rate for the item or service 13132 on claim number 2024193ES6485 under this dispute.

Maximus Federal Services, Inc. based this determination on a review of the following:

FRANCESCO GARGANO, MD submitted an offer of \$17,000.00

Anthem submitted an offer of \$176.61

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The level of training, experience, and quality and outcomes measurements of the provider or facility that furnished such item or service (such as those endorsed by the consensus-based entity authorized in section 1890 of the Social Security Act)	X	
2	The market share held by the nonparticipating provider or facility or that of the plan or issuer in the geographic region in which the item or service was provided	X	
3	The acuity of the individual receiving such item or service or the complexity of furnishing such item or service to such individual	X	
4	The teaching status, case mix, and scope of services of the nonparticipating facility that furnished such item or service	X	
5	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years		
6	Additional information submitted by a party	X	

Final Determination Rationale

Maximus reviewed the documentation provided by both parties in relation to the factors above. The initiating party provided documentation in consideration of the additional factors; however, this information was not

found to be credible in establishing that the services furnished enhances the quality of health outcomes more than that of similarly situated providers in the same specialty that would justify a higher rate. The non-initiating party did not provide documentation on the additional factors that related to this dispute demonstrating why their offer and/or QPA was the best representation of the value of the items/services rendered.

Based on the information submitted by both parties, Maximus Federal Services, Inc., has determined that the initiating party's offer best represents the value of the qualified IDR item or service.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Maximus Federal Services, Inc. has determined that Anthem is the non-prevailing party in DISP-1751347 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to FRANCESCO GARGANO, MD by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-1751347 was FRANCESCO GARGANO, MD. The initiating party's NPI is 1831359421 and TIN is 842474662. The non-initiating party was Anthem. The 90-calendar day cooling off period begins on November 6, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Maximus Federal Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Maximus Federal Services, Inc.

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Exhibit B

IDR dispute status: Payment Determination Made

IDR reference number: DISP-1751460

Maximus Federal Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1751460** and has determined that FRANCESCO GARGANO, MD is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Maximus Federal Services, Inc. has determined that the out-of-network payment amount of **\$7,000.00** offered by FRANCESCO GARGANO, MD is the appropriate out-of-network rate for the item or service 11042 on claim number 2024193ET0641 under this dispute.

Maximus Federal Services, Inc. based this determination on a review of the following:

FRANCESCO GARGANO, MD submitted an offer of \$7,000.00

Anthem submitted an offer of \$34.33

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The level of training, experience, and quality and outcomes measurements of the provider or facility that furnished such item or service (such as those endorsed by the consensus-based entity authorized in section 1890 of the Social Security Act)	X	
2	The market share held by the nonparticipating provider or facility or that of the plan or issuer in the geographic region in which the item or service was provided	X	
3	The acuity of the individual receiving such item or service or the complexity of furnishing such item or service to such individual	X	
4	The teaching status, case mix, and scope of services of the nonparticipating facility that furnished such item or service	X	
5	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
6	Additional information submitted by a party	X	X

Final Determination Rationale

After careful consideration of the evidence provided in this dispute by both the initiating and non-initiating parties, which includes the QPA, all credible and permissible additional information, and after applying the

factors as outlined in the NSA IDR provisions, Maximus has determined that the initiating party's offer, best represents the value of the service that is the subject of this dispute.

In making this determination, Maximus reviewed the documentation provided by both parties in relation to the factors above. Based on the information submitted by both parties, the patient acuity and the complexity of care furnished by the provider were afforded the most weight.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Maximus Federal Services, Inc. has determined that Anthem is the non-prevailing party in DISP-1751460 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to FRANCESCO GARGANO, MD by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the "cooling off" period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-1751460 was FRANCESCO GARGANO, MD. The initiating party's NPI is 1831359421 and TIN is 842474662. The non-initiating party was Anthem. The 90-calendar day cooling off period begins on January 17, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Maximus Federal Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Maximus Federal Services, Inc.

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Exhibit C

IDR dispute status: Payment Determination Made

IDR reference number: DISP-2075236

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2075236** and has determined that FRANCESCO GARGANO MD PC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, ProPeer Resources, LLC has determined that the out-of-network payment amount of **\$25,000.00** offered by FRANCESCO GARGANO MD PC is the appropriate out-of-network rate for the item or service 13132 on claim number 2024253EY0325 under this dispute.

ProPeer Resources, LLC based this determination on a review of the following:

FRANCESCO GARGANO MD PC submitted an offer of \$25,000.00

ANTHEM BCBS submitted an offer of \$443.35

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The level of training, experience, and quality and outcomes measurements of the provider or facility that furnished such item or service (such as those endorsed by the consensus-based entity authorized in section 1890 of the Social Security Act)	X	
2	The market share held by the nonparticipating provider or facility or that of the plan or issuer in the geographic region in which the item or service was provided	X	
3	The acuity of the individual receiving such item or service or the complexity of furnishing such item or service to such individual	X	
4	The teaching status, case mix, and scope of services of the nonparticipating facility that furnished such item or service	X	
5	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	X
6	Additional information submitted by a party	X	X

Final Determination Rationale

Determination in favor of FRANCESCO GARGANO MD PC was made in this case. All submitted information was reviewed and investigated thoroughly. The initiating party provided evidence of the level of training and experience of the provider, market share, acuity of the participant, teaching status/case mix, good faith efforts to negotiate and additional information. There was sufficient information provided by the non-initiating party to support participation in good faith negotiations and additional information. In addition, QPA was reviewed and considered in the determination. The information submitted by FRANCESCO GARGANO MD PC demonstrated the offer selected as the out-of-network rate is the offer that best represents the value of the qualified IDR item or service. The level of care provided was consistent with the initiating party's offer. Based on the preponderance of information, FRANCESCO GARGANO MD PC is the prevailing party.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that ANTHEM BCBS is the non-prevailing party in DISP-2075236 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to FRANCESCO GARGANO MD PC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-2075236 was FRANCESCO GARGANO MD PC. The initiating party’s TIN is 842474662. The non-initiating party was ANTHEM BCBS. The 90-calendar day cooling off period begins on January 2, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact ProPeer Resources, LLC. Include your IDR Reference number referenced above.

Thank you,

ProPeer Resources, LLC

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Exhibit D

IDR dispute status: Payment Determination Made

IDR reference number: DISP-2075335

MCMC Services, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2075335** and has determined that FRANCESCO GARGANO MD PC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, MCMC Services, LLC has determined that the out-of-network payment amount of **\$7,000.00** offered by FRANCESCO GARGANO MD PC is the appropriate out-of-network rate for the item or service 99283 on claim number 2024253EY0325 under this dispute.

MCMC Services, LLC based this determination on a review of the following:

FRANCESCO GARGANO MD PC submitted an offer of \$7,000.00

ANTHEM BCBS submitted an offer of \$61.82

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The level of training, experience, and quality and outcomes measurements of the provider or facility that furnished such item or service (such as those endorsed by the consensus-based entity authorized in section 1890 of the Social Security Act)	X	
2	The market share held by the nonparticipating provider or facility or that of the plan or issuer in the geographic region in which the item or service was provided	X	
3	The acuity of the individual receiving such item or service or the complexity of furnishing such item or service to such individual	X	
4	The teaching status, case mix, and scope of services of the nonparticipating facility that furnished such item or service	X	
5	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
6	Additional information submitted by a party	X	X

Final Determination Rationale

After a thorough review of the QPA, Notice of Offers, and additional information, the Initiating Party’s offer best represents the value of the qualified IDR item or service. The Initiating Party’s offer adequately takes into account level of training and patient

acuity. The initiating party submitted evidence concerning the parties' contractual history. Such evidence shows that the prior rate of payment for the same or similar services was closer to the initiating party's offer in this case. The Initiating Party submitted information relating to the Initiating Party's level of training, experience, and quality and outcome measurements. In addition, the Initiating Party submitted information relating to acuity of the participant, beneficiary, or enrollee, receiving the qualified IDR item or service, or the complexity of furnishing the qualified IDR item or service to the participant, beneficiary, or enrollee. This information demonstrates that the Initiating Party's offer best represents the value of this unique qualified IDR item or service.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. MCMC Services, LLC has determined that ANTHEM BCBS is the non-prevailing party in DISP-2075335 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to FRANCESCO GARGANO MD PC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the "cooling off" period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-2075335 was FRANCESCO GARGANO MD PC. The initiating party's TIN is 842474662. The non-initiating party was ANTHEM BCBS. The 90-calendar day cooling off period begins on January 3, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact MCMC Services, LLC. Include your IDR Reference number referenced above.

Thank you,

MCMC Services, LLC

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Exhibit E

IDR dispute status: Payment Determination Made

IDR reference number: DISP-2027814

Maximus Federal Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2027814** and has determined that FRANCESCO GARGANO, MD, is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Maximus Federal Services, Inc. has determined that the out-of-network payment amount of **\$7,000.00** offered by FRANCESCO GARGANO, MD, is the appropriate out-of-network rate for the item or service 11042 on claim number 2024241EX5682 under this dispute.

Maximus Federal Services, Inc. based this determination on a review of the following:

FRANCESCO GARGANO, MD, submitted an offer of \$7,000.00

Anthem submitted an offer of \$34.33

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The level of training, experience, and quality and outcomes measurements of the provider or facility that furnished such item or service (such as those endorsed by the consensus-based entity authorized in section 1890 of the Social Security Act)	X	
2	The market share held by the nonparticipating provider or facility or that of the plan or issuer in the geographic region in which the item or service was provided	X	
3	The acuity of the individual receiving such item or service or the complexity of furnishing such item or service to such individual	X	X
4	The teaching status, case mix, and scope of services of the nonparticipating facility that furnished such item or service	X	
5	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
6	Additional information submitted by a party	X	X

Final Determination Rationale

Maximus Federal Services, Inc. reviewed the documentation provided by both parties in relation to the factors above. Based on the information submitted by both parties, including the QPA, the acuity of the

individual receiving such item or service or the complexity of furnishing such item or service to such individual was afforded the most weight. The initiating party demonstrated that the patient's unique health challenges and risks involved increased the complexity of the services provided and required advanced expertise necessary to enhance health outcomes. The non-initiating party submitted no supporting information within their submission demonstrating why their offer was the best representation of the value of the items/services rendered. Maximus has determined that the initiating party's offer best represents the value of the qualified IDR item or service.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Maximus Federal Services, Inc. has determined that Anthem is the non-prevailing party in DISP-2027814 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to FRANCESCO GARGANO, MD, by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the "cooling off" period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-2027814 was FRANCESCO GARGANO, MD,. The initiating party's NPI is 1306471156 and TIN is 842474662. The non-initiating party was Anthem. The 90-calendar day cooling off period begins on January 2, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Maximus Federal Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Maximus Federal Services, Inc.

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Exhibit F

IDR dispute status: Payment Determination Made

IDR reference number: DISP-2123411

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2123411** and has determined that FRANCESCO GARGANO, MD is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, ProPeer Resources, LLC has determined that the out-of-network payment amount of **\$8,500.00** offered by FRANCESCO GARGANO, MD is the appropriate out-of-network rate for the item or service 11042 on claim number 2024262EY9704 under this dispute.

ProPeer Resources, LLC based this determination on a review of the following:

FRANCESCO GARGANO, MD submitted an offer of \$8,500.00

ANTHEM submitted an offer of \$48.70

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The level of training, experience, and quality and outcomes measurements of the provider or facility that furnished such item or service (such as those endorsed by the consensus-based entity authorized in section 1890 of the Social Security Act)	X	
2	The market share held by the nonparticipating provider or facility or that of the plan or issuer in the geographic region in which the item or service was provided	X	
3	The acuity of the individual receiving such item or service or the complexity of furnishing such item or service to such individual	X	
4	The teaching status, case mix, and scope of services of the nonparticipating facility that furnished such item or service	X	
5	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
6	Additional information submitted by a party	X	X

Final Determination Rationale

Determination in favor of FRANCESCO GARGANO, MD was made in this case. All submitted information was reviewed and investigated thoroughly. The initiating party provided evidence of the level of training and

experience of the provider, market share, acuity of the participant, teaching status/case mix, good faith efforts to negotiate and additional information. There was sufficient information provided by the non-initiating party to support additional information. In addition, QPA was reviewed and considered in the determination. The information submitted by FRANCESCO GARGANO, MD demonstrated the offer selected as the out-of-network rate is the offer that best represents the value of the qualified IDR item or service. The level of care provided was consistent with the initiating party's offer. Based on the preponderance of information, FRANCESCO GARGANO, MD is the prevailing party.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that ANTHEM is the non-prevailing party in DISP-2123411 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to FRANCESCO GARGANO, MD by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the "cooling off" period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-2123411 was FRANCESCO GARGANO, MD. The initiating party's TIN is 842474662. The non-initiating party was ANTHEM. The 90-calendar day cooling off period begins on January 2, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact ProPeer Resources, LLC. Include your IDR Reference number referenced above.

Thank you,

ProPeer Resources, LLC

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Exhibit G

IDR dispute status: Payment Determination Made - Fees and Offer from One Party Only

IDR reference number: DISP-2123409

Island Peer Review Organization has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2123409** and has determined that FRANCESCO GARGANO, MD is the prevailing party in this dispute.

Because only one party, FRANCESCO GARGANO, MD, submitted an offer and paid the corresponding fees, Island Peer Review Organization has determined that the out-of-network payment amount of \$25,000.00 offered by FRANCESCO GARGANO, MD is the appropriate out-of-network rate for the item or service 13132 on claim number 2024262EY9704 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. Island Peer Review Organization did not receive an offer and/or fees from ANTHEM. As a result, the certified IDR entity has found in favor of FRANCESCO GARGANO, MD, the only party to submit an offer and fees.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Island Peer Review Organization has determined that ANTHEM is the non-prevailing party in DISP-2123409 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to FRANCESCO GARGANO, MD by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii)

and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-2123409 was FRANCESCO GARGANO, MD. The initiating party’s TIN is 842474662. The non-initiating party was ANTHEM. The 90-calendar day cooling off period begins on February 3, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Island Peer Review Organization. Include your IDR Reference number referenced above.

Thank you,

Island Peer Review Organization

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Exhibit H

IDR dispute status: Payment Determination Made

IDR reference number: DISP-1186699

Island Peer Review Organization has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1186699** and has determined that Lenox Health Greenwich Village is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Island Peer Review Organization has determined that the out-of-network payment amount of **\$25,000.00** offered by Lenox Health Greenwich Village is the appropriate out-of-network rate for the item or service 13132 on claim number 2024025DE4132 under this dispute.

Island Peer Review Organization based this determination on a review of the following:

Lenox Health Greenwich Village submitted an offer of \$25,000.00

Anthem submitted an offer of \$368.38

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The level of training, experience, and quality and outcomes measurements of the provider or facility that furnished such item or service (such as those endorsed by the consensus-based entity authorized in section 1890 of the Social Security Act)	X	
2	The market share held by the nonparticipating provider or facility or that of the plan or issuer in the geographic region in which the item or service was provided	X	
3	The acuity of the individual receiving such item or service or the complexity of furnishing such item or service to such individual	X	X
4	The teaching status, case mix, and scope of services of the nonparticipating facility that furnished such item or service	X	
5	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	X
6	Additional information submitted by a party	X	X

Final Determination Rationale

It is IPRO’s determination that the payment amount of \$25,000.00 offered by Lenox Health Greenwich Village represents the value of the qualified IDR service CPT code 13132 at issue in DISP-1186699. IPRO

has considered the QPA, and all the evidence submitted by both parties. IPRO finds the market share information of the plan in the geographic region of service; the demonstration of the parties' good faith efforts (or lack thereof) to enter into network agreements with each other; the level of training and experience of the providers rendering care; the case mix, and scope of services of the facility that furnished the service; and the patient acuity and complexity of the services provided demonstrates that the offer by Lenox Health Greenwich Village best reflects the appropriate payment amount for DISP-1186699. Therefore, the offer of \$ 25,000.00 by Lenox Health Greenwich Village has been selected as the appropriate out-of-network (OON) rate.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Island Peer Review Organization has determined that Anthem is the non-prevailing party in DISP-1186699 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to Lenox Health Greenwich Village by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-1186699 was Lenox Health Greenwich Village. The initiating party's TIN is 842474662. The non-initiating party was Anthem. The 90-calendar day cooling off period begins on January 8, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Island Peer Review Organization. Include your IDR Reference number referenced above.

Thank you,

Island Peer Review Organization

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Exhibit I

IDR dispute status: Payment Determination Made

IDR reference number: DISP-1650782

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1650782** and has determined that Francesco Gargano MD PC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, Federal Hearings and Appeals Services, Inc. has determined that the out-of-network payment amount of **\$7,000.00** offered by Francesco Gargano MD PC is the appropriate out-of-network rate for the item or service 11042 on claim number 2024169DK2812 under this dispute.

Federal Hearings and Appeals Services, Inc. based this determination on a review of the following:

Francesco Gargano MD PC submitted an offer of \$7,000.00

Anthem submitted an offer of \$95.78

For each of the following determination factors, an “x” in the Initiating Party and/or Non-Initiating Party column means the party provided supporting information.

	Additional Circumstances	Initiating Party	Non-Initiating Party
1	The level of training, experience, and quality and outcomes measurements of the provider or facility that furnished such item or service (such as those endorsed by the consensus-based entity authorized in section 1890 of the Social Security Act)		
2	The market share held by the nonparticipating provider or facility or that of the plan or issuer in the geographic region in which the item or service was provided	X	
3	The acuity of the individual receiving such item or service or the complexity of furnishing such item or service to such individual	X	
4	The teaching status, case mix, and scope of services of the nonparticipating facility that furnished such item or service		
5	Demonstrations of good faith efforts (or lack of good faith efforts) made by the disputing parties to enter into network agreements and, if applicable, contracted rates between the disputing parties during the previous 4 plan years	X	
6	Additional information submitted by a party		X

Final Determination Rationale

After a complete and careful consideration of the totality of the evidence as promulgated in 45 CFR 149.510(c)(4) which does not include information on the prohibited factors described in 45 CFR

149.510(c)(4)(v), and after applying the No Surprises Act statutory provisions, Francesco Gargano MD PC's offer best represents the value of the services that are the subject of this unique payment determination.

Both the Prevailing Party and the Non-Prevailing Party submitted an offer and credible information representing their valuation of the services provided. FHAS found that the Prevailing Party's offer best represents the value of the out-of-network service(s) due to the submitted, credible information for the following factors:

The Initiating party's evidence supporting patient acuity added significant weight in reaching a payment determination. The Initiating party's evidence supporting prior contracted rates and good faith negotiations effort added significant weight in reaching a payment determination. The Initiating party's evidence supporting market share added significant weight in reaching a payment determination. The Initiating party's credible evidence of the QPA was of substantial weight in this adjudication. The Non-Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Non-Initiating party's credible evidence of the QPA was of substantial weight in this adjudication.

Please note that while all factors are reviewed as required under 45 CFR 149.510(c)(4), the submitted evidence and information associated with the aforementioned factors demonstrated the prevailing party's offer best represents the value of the out-of-network service(s) in this particular case.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Anthem is the non-prevailing party in DISP-1650782 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to

Francesco Gargano MD PC by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii) and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-1650782 was Francesco Gargano MD PC. The initiating party’s TIN is 842474662. The non-initiating party was Anthem. The 90-calendar day cooling off period begins on January 8, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact Federal Hearings and Appeals Services, Inc.. Include your IDR Reference number referenced above.

Thank you,

Federal Hearings and Appeals Services, Inc.

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Exhibit J

IDR dispute status: Payment Determination Made - Fees and Offer from One Party Only

IDR reference number: DISP-352504

C2C Innovative Solutions, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-352504** and has determined that Francesco Gargano is the prevailing party in this dispute.

Because only one party, Francesco Gargano, submitted an offer and paid the corresponding fees, C2C Innovative Solutions, Inc. has determined that the out-of-network payment amount of \$8,478.00 offered by Francesco Gargano is the appropriate out-of-network rate for the item or service 20103 on claim number 100N40222NS363602 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. C2C Innovative Solutions, Inc. did not receive an offer and/or fees from Anthem. As a result, the certified IDR entity has found in favor of Francesco Gargano, the only party to submit an offer and fees.

Next Step:

If any amount is due to either party, it must be paid **not later than 30 calendar days** after the date of this notification, as follows:

- **A plan, issuer, or Federal Employees Health Benefits (FEHB) Program carrier owes a payment to a non-participating provider or facility** when the amount of the offers selected by the certified IDR entity exceeds the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

- **A non-participating provider or facility owes a refund to a plan, issuer or FEHB carrier** when the offer selected by the certified IDR entity is less than the sum of 1) any initial payment the plan, issuer, or FEHB carrier has paid to the non-participating provider or facility and 2) any cost sharing paid by the participant, beneficiary, or enrollee.

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. C2C Innovative Solutions, Inc. has determined that Anthem is the non-prevailing party in DISP-352504 and is responsible for paying the certified IDR entity fee. The certified IDR entity fee that was paid by the prevailing party will be returned to Francesco Gargano by the certified IDR entity within 30 business days of the date of this notification.

Pursuant to the Federal Employees Health Benefits Act at 5 U.S.C. 8902(p), Internal Revenue Code sections 9816(c)(5)(E) and 9817(b)(5)(D), Employee Retirement Income Security Act sections 716(c)(5)(E) and 717(b)(5)(D), and Public Health Service Act sections 2799A-1(c)(5)(E) and 2799A-2(b)(5)(D), and their implementing regulations at 5 CFR 890.114, 26 CFR 54.9816-8T (c)(4)(vii), 29 CFR 2590.716-8(c)(4)(vii)

and 45 CFR 149.510(c)(4)(vii), this determination is legally binding unless there is fraud or evidence of intentional misrepresentation of material facts to the certified IDR entity by any party regarding the dispute.

The party that initiated the Federal IDR Process may not submit a subsequent Notice of IDR Initiation involving the same other party with respect to a claim for the same or similar item or service that was the subject of this dispute during the 90-calendar-day suspension period following the date of this email, also referred to as the “cooling off” period.

If the initiating party was a provider, the provider is identified by the National Provider Identifier (NPI) or Taxpayer Identification Number (TIN). During the cooling off period, the provider may not submit a subsequent Notice of IDR Initiation involving the same non-initiating party with respect to a claim billed under the same NPI or TIN for the same or similar item or service.

The initiating party with respect to dispute number DISP-352504 was Francesco Gargano. The initiating party’s TIN is 842474662. The non-initiating party was Anthem. The 90-calendar day cooling off period begins on January 8, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such an item or service falls during the cooling off period, either party may submit a Notice of IDR Initiation within 30 business days following the end of the cooling off period, as opposed to the standard 4-business-day period following the end of the open negotiation period. This 30-business-day period begins on the day after the last day of the cooling off period.

Resources

Visit the [No Surprises website](#) for additional IDR resources.

Contact information

For questions, contact C2C Innovative Solutions, Inc.. Include your IDR Reference number referenced above.

Thank you,

C2C Innovative Solutions, Inc.

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