

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

PHI HEALTH, LLC

Plaintiff,

v.

**HEALTH CARE SERVICES CORP., A
MUTUAL LEGAL RESERVE COMPANY
D/B/A BLUE CROSS BLUE SHIELD,**

Defendant.

Case No.

COMPLAINT

Plaintiff PHI Health, LLC (“PHI”) files this Complaint against Health Care Services Corporation, a Mutual Legal Reserve Company d/b/a Blue Cross Blue Shield (“HCSC”), individually and as the agent for the benefits plans it administers and/or insures (the “Plans”), for its failure to pay overdue awards issued pursuant to the No Surprises Act (“NSA”) governing medical billing.

I.

INTRODUCTION

1. HCSC is violating the NSA and engaging in similar unfair and deceptive trade practices. Rather than Independent Dispute Resolution (“IDR”) proceedings being a quick, efficient way to resolve payment disputes between out-of-network providers of emergency services and health plans, HCSC, on behalf of itself and as authorized agent for health benefits plans, uses the NSA to further its crusade to deny, delay and underpay out-of-network providers

of emergency medical services. After providers receive low initial payments, providers must jump through the many hoops in the NSA to receive an award of fair compensation. And, once it receives an IDR award, HCSC simply does not pay it or delays payment far beyond the NSA's statutorily-mandated 30-day payment deadline and does not include interest on the late payment. In addition, HCSC encourages and/or directs its clients—the Plans and their sponsors—not to comply with the NSA's mandatory payment obligations. This “low pay, late pay or no pay” scheme often results in providers not receiving fair compensation until many months and sometimes years after the emergency transport services occurred, if they ever receive it at all.

2. This scheme falls squarely within the type of unfair and deceptive trade practice prohibited by the State of Illinois. HCSC, on behalf of itself and the Plans, has late-paid or not paid air ambulance operators like PHI many millions of dollars in IDR awards. HCSC is ignoring federal law and colluding to violate Illinois state law; it must be held accountable.

3. PHI therefore seeks, pursuant to the NSA, the Federal Arbitration Act (“FAA”), the Illinois Consumer Fraud and Deceptive Business Practices Act (“ICFA”), the Illinois Uniform Arbitration Act (“IUAA”), and the Employee Retirement Income Security Act (“ERISA”), a judgment confirming IDR awards and awarding PHI \$244,998.74 (the “IDR Award Balance Owed”), in addition to attorneys' fees, costs, and interest. The persistent pattern of delay and denial additionally warrants the recovery of punitive damages from HCSC.

II.

PARTIES

4. PHI is a limited liability company organized under the laws of the State of Louisiana and headquartered in Tempe, Arizona. PHI is a leading air ambulance provider in the United States, operating approximately 85 bases located in sixteen states.

5. HCSC is organized under the laws of the State of Illinois and is headquartered in Chicago, Illinois. HCSC operates the Blue Cross Blue Shield entities in Illinois, Oklahoma, New Mexico, Texas, and Montana. For individuals who are insured by other Blue Cross Blue Shield entities but are treated in these states, HCSC operates as the “home plan” and adjudicates claims on behalf of the Plans and Blue Cross Blue Shield entities.

JURISDICTION AND VENUE

6. Jurisdiction exists under 28 U.S.C. § 1331 because the action arises under federal law, including ERISA and the Federal Arbitration Act, and involves enforcement of binding federal IDR determinations pursuant to the NSA. The Court may exercise supplemental jurisdiction over the state law claims. 28 U.S.C. § 1367.

7. The Court has personal jurisdiction over HCSC because it is an Illinois company that is headquartered in Chicago, Illinois.

8. Venue is proper under 28 U.S.C. § 1391(b)(2) because PHI’s claims arise from HCSC’s non-payment of IDR awards, which takes place at its headquarters in this District.

FACTUAL BACKGROUND

A. The Importance of PHI’s Service.

9. The air ambulance industry plays an integral role in the American healthcare system, and PHI provides an essential service for many Americans. Air ambulances serve as the only lifeline connecting critically ill and injured patients to healthcare, particularly in rural communities. They transport trauma, stroke, heart attack, and burn patients and other emergent cases requiring critical care. Today, at least one quarter of Americans (85 million) cannot access a Level 1 or 2 trauma center within an hour of when emergency care is needed.

10. The delivery of on-demand, life-saving air ambulance services requires substantial investments in specialized aircraft, air bases, technology, personnel, and regulatory compliance

systems. As recognized by a bi-partisan group of Senators and House Representatives, “When seconds matter, air ambulances have proven to be the best way to care for patients in need.”¹

11. HCSC, on behalf of itself and as a director orchestrating action in concert with its client companies and Plans, made calculated and deliberate decisions to ignore their coverage obligations, the IDR process, and the NSA, while at the same time reaping the benefits of PHI’s life-saving services at PHI’s costs. This is antithetical to the NSA and to the rational and proper functioning of the U.S. healthcare system.

B. Background on the NSA.

12. The NSA became effective January 1, 2022. It is implemented and enforced by the combined efforts of the U.S. Departments of Labor, Health and Human Services, and the Treasury, which together created a mandatory federal dispute resolution process to determine pricing for all out-of-network emergency air ambulance transports of patients who are covered by commercial health plans.

13. The NSA creates a federal obligation for group health plans and health insurers to pay out-of-network providers of air ambulance services. In total, the group health plans and health insurer must pay the applicable “out-of-network rate” due for the service, less any cost-sharing amount owed by the patient.

14. Pursuant to the statute, a group health plan or insurer has 30 days from which the bill for a covered service is transmitted by the provider to pay or deny the claim. 29 U.S.C. § 1185e (b)(1)(C); 29 U.S.C. § 1185f(a)(3)(A). If initial payment is too low, the provider may initiate an “open negotiation period” to attempt to negotiate a higher amount. 29 U.S.C. § 1185e (c)(1)(A); 29

¹ Estes, Delbene, Bennet, Blackburn Introduce Legislation to Support Ambulances in Rural America, July 30, 2025, <https://estes.house.gov/news/documentsingle.aspx?DocumentID=7091>.

U.S.C. § 1185f(b)(1)(A). If the negotiations fail, the provider may initiate the IDR process. 29 U.S.C. § 1185e(c)(1)(B); 29 U.S.C. § 1185f(b)(1)(B).

15. The IDR process is baseball-style arbitration. It requires each side to submit position statements and proposed offers of payment for the services at issue to a third-party IDR entity. 29 U.S.C. § 1185e(c)(5), 1185f(b)(5). The IDR entity considers both proposed offers and a number of statutory factors, and, based on those factors, “select[s] one of the offers submitted . . . to be the amount of payment.” *Id.*

16. The IDR entity’s “determination” is made “binding” by the NSA. The group health plan or insurer must make any additional “payment required” by the determination “directly to the nonparticipating provider **not later than 30 days after** the date on which such determination is made” by the IDR entity. 29 U.S.C. § 1185e(c)(5); 29 U.S.C. § 1185f(b)(5) (emphasis added).

C. PHI Filed Arbitration and Prevailed, Yet HCSC Refuse to Pay.

17. The air ambulance services provided by PHI were emergency services furnished by a nonparticipating provider of air ambulance services to participants or beneficiaries of group health plans and health insurance coverage and therefore qualify for protection and mandatory payment under the NSA, including 29 U.S.C. §§ 1185e(a)(1) and 1185f(a).

18. PHI followed these steps for each of the transports at issue herein. HCSC and the beneficiaries of the Plans received the benefit of PHI’s air ambulance transportation services. Examples of PHI’s unpaid for life-saving services include:

- Transportation of gunshot victim;
- Transportation of victim of motor vehicle collision in rural area; and

- Transportation of pregnant patient experiencing life-threatening symptoms as well as possible pre-term labor;

19. PHI followed industry standard billing process for billing HCSC, in its capacity as insurer and plan administrator, for these transports. In response, HCSC sent PHI “Explanation of Benefits” (“EOB”) forms setting forth initial low underpayments to PHI for the two service codes billed for each transport. Because initial payments were deficient, PHI turned to the dispute resolution plan set forth in the NSA. For the claims at issue, in some instances, HCSC invited PHI to participate in dispute resolution. In others, HCSC violated the NSA and failed to include required disclosures about how to initiate the IDR process. 29 C.F.R. § 2590.716-6(d)(1); 45 C.F.R. § 149.140(d)(1).

20. In response to these deficient payments, PHI timely initiated the open negotiation process through email. The dates on which open negotiation was initiated for the unpaid awards are listed on Exhibit A. The parties were ultimately unable to agree to fair payment for the transports.

21. When open negotiations failed, pursuant to the NSA, PHI timely initiated IDR proceedings by submitting notices of initiation through the federal IDR portal for each of the transports and service codes at issue. The dates on which IDR proceedings were initiated are listed on Exhibit A. The IDR determinations were in PHI’s favor, which resulted in PHI being owed additional payments for the out-of-network transports.

22. HCSC received notice of each IDR proceeding and participated in all of them without objecting to PHI’s standing or authority to pursue payment.

23. The determinations were issued via written payment determination notices, which include the “IDR Awards.” See Exhibit B. HCSC has not sought vacatur, modification, or correction of any IDR Award identified in Exhibit A.

24. HCSC frequently does not comply with the 30-day payment requirement. When the claims for services are finally paid, HCSC provides low reimbursement, hoping providers will find the IDR process too burdensome, or providers will fail in one of the numerous steps in the IDR process and/or miss one of the NSA’s strict deadlines. This forces providers to go through the costly and burdensome IDR process on every transport.

25. When all of these steps to delay and deny have failed, and PHI finally has binding determination awards from IDR entities in its favor, HCSC simply ignores them.

26. On the occasions when IDR awards are actually paid, HCSC unreasonably delays payment and does not include interest to account for the time value of the money that has been illegally withheld. Even after outside counsel becomes involved, HCSC takes months to conduct “investigations” into claims and sometimes says outstanding claims are paid when they are not.

27. HCSC knows it is statutorily required to pay IDR awards within 30 days. However, HCSC does not invest in the compliance systems and personnel needed to meet its obligations under federal law, even now, over four (4) years after the adoption of the NSA, and HCSC does nothing to encourage or empower the Plans and companies to pay the awards. HCSC knows it profits from lack of compliance and violation of the mandatory payment obligations of the NSA. HCSC knows the longer it delays payment, the more it earns from the interest and/or investment income.

28. Additionally, HCSC knows it must compete with other companies for the administrative fees the Plans generate. By delaying payment or not paying IDR awards, HCSC is

able to keep administrative costs arbitrarily low, thus incentivizing the Plans to stay with HCSC and/or using the arbitrarily low results to market HCSC services to other health plans.

29. This practice and policy of failure to timely pay IDR awards has become a widespread business practice. This business practice is evidenced by the numerous unpaid and/or late paid IDR awards owed by HCSC to PHI, including the over \$200,000 due in this case and the fact that other providers of emergency services are being subjected to the same widespread unfair business practices.

30. Upon information and belief, from its Illinois headquarters, HCSC applies uniform internal review or delay protocols following issuance of IDR determinations, resulting in a systematic delay or non-payment across multiple plans and transports.

31. PHI seeks to enforce the outstanding balances remaining on the IDR Awards. PHI seeks interest on all such IDR Awards. PHI seeks disgorgement of interest and profits realized by HCSC due to its failure to pay the IDR Awards. PHI further seeks pre- and post-judgment interest, attorney's fees, costs, punitive damages, and equitable relief.

Count 1: Action for Payment of IDR Awards Under the NSA
(NSA 29 U.S.C. § 1185e (c)(6) and 42 U.S.C. §§ 300gg-111, 113)
(as to all claims in Exhibit A)

32. PHI incorporates by reference the allegations of the preceding paragraphs.

33. The NSA states that a determination of a certified IDR entity “*shall be binding upon the parties involved*” and that payment “*shall be made directly to [PHI] not later than 30 days after* the date on which such determination is made” by the IDR entity. 29 U.S.C. § 1185e (c)(6); 29 U.S.C. § 1185f(b)(6) (emphasis added); 42 U.S.C. § 300gg-111(b).

34. More than 30 days have passed since each of the IDR Awards issued, and PHI has not received payment.

35. The IDR Awards are valid and have not been vacated or set aside by any authority, and no grounds exist for vacating, modifying, or correcting the IDR Awards.

36. Thus, the NSA requires HCSC to pay PHI the IDR Award Balance Owed for each transport at issue in this case, and PHI is entitled to final judgment to enforce the IDR Awards, including awarding the amount owed on unpaid, partially paid, and late-paid awards plus pre-judgment and post-judgment interest. Without enforcement, no adequate administrative remedy exists, as the NSA does not confer enforcement authority upon federal agencies.

Count 2: Action for Payment of IDR Awards Under FAA
(9 U.S.C. §§ 1, *et seq.*)
(as to all claims in Exhibit A)

37. PHI incorporates by reference the allegations of the preceding paragraphs.

38. The IDR Awards should be confirmed by judgment of this Court pursuant to the FAA, 9 U.S.C. § 9.

39. The IDR proceedings conducted under the NSA constitute arbitration within the meaning of the FAA because the parties submitted payment disputes to neutral decisionmakers for final and binding resolution.

40. The IDR process is mandated by federal law, and HCSC invited PHI to participate in the IDR process both through language HCSC includes on its EOBs as well as in communications during open negotiations. HCSC participated in the dispute resolution process for all claims at issue; its bids are attached as Exhibits A and B. These actions constitute valid agreements to arbitrate. Participation in this binding statutory arbitration process constitutes agreement within the meaning of 9 U.S.C. § 9.

41. The IDR Awards are valid arbitration awards that have not been vacated or set aside by any authority. No grounds exist for vacating, modifying, or correcting the IDR Awards. The

awards are final and binding; the Court therefore has authority to confirm the awards as set forth in Exhibit A.

42. Confirmation is not “judicial review” but rather entry of the award previously rendered. Confirmation of the IDR Awards is warranted here.

Count 3: Action for Payment of IDR Awards Under IUAA
(710 ILCS 5/1, et seq.)
(as to all claims in Exhibit A)

43. PHI incorporates by reference the allegations of the preceding paragraphs.

44. HCSC administered the Plans under which PHI provided covered medical services to beneficiaries.

45. PHI and HCSC participated in the IDR process following completion of the required open negotiation period, which establishes an “agreement to arbitrate.”

46. Each disputed claim identified in Exhibit A was submitted to a certified dispute resolution entity acting as a neutral adjudicator.

47. For each claim listed in Exhibit A, the certified IDR entity issued a written determination selecting PHI’s offer and awarding a specific payment amount.

48. Those IDR determinations are final and binding under federal law.

49. The IDR proceedings constitute arbitration within the meaning of 710 ILCS 5/1 because the parties submitted payment disputes to neutral decisionmakers for final and binding resolution.

50. HCSC has not moved to vacate, modify, or correct any IDR determination within the time permitted under 710 ILCS 5/12 or 710 ILCS 5/13.

51. More than ninety days have elapsed since issuance of the IDR determinations.

52. No statutory grounds exist to vacate or modify the awards.

53. Despite the binding nature of the determinations identified in Exhibit A, HCSC has failed and refused to remit payment in accordance with multiple IDR Awards across multiple Plans.

54. Pursuant to 710 ILCS 5/11, this Court shall confirm the arbitration awards unless grounds are timely urged for vacatur or modification.

55. PHI is entitled to confirmation of each IDR determination identified in Exhibit A and entry of judgment in the amounts awarded, together with applicable interest.

Count 4: Declaratory and Injunctive Relief
(28 U.S.C. § 2201)
(as to all claims in Exhibit A)

56. PHI incorporates by reference the allegations of the preceding paragraphs.

57. An actual, concrete, and justiciable controversy exists among the Parties as it relates to HCSC's obligation to pay the IDR Award Balance Owed, which is thus suited for declaratory relief pursuant to 28 U.S.C. § 2201.

58. Declaratory judgment is appropriate if a justiciable controversy exists as to the rights and status of the parties and the controversy will be resolved by the declaration.

59. PHI seeks a declaration that (1) the IDR Awards are binding on HCSC, and (2) that HCSC's conduct in refusing to pay the IDR Awards that have not been vacated in the limited manner permitted under the NSA is unlawful.

60. As a result of the foregoing declarations, PHI will be protected from one of many tactics employed by HCSC to delay and deny payments to PHI.

61. Such declarations are proper and necessary under the existing circumstances in order that the parties may ascertain their rights and obligations.

62. The foregoing declarations, in whole or in part, would settle this ongoing payment controversy. Without them, PHI will continue to suffer damages on existing and future claims for services.

Count 5: Claim for ERISA Benefits pursuant to § 502(a)(1)(B)
(All Claims in Exhibit A Except DISP-2094926, DISP-2094925, DISP-2914741, and DISP-2914742) (the “ERISA Claims”)

63. PHI incorporates by reference the allegations of the preceding paragraphs.

64. This Count is brought pursuant to 29 U.S.C. § 1132(a)(1)(B), which authorizes a participant or beneficiary—or a healthcare provider holding a valid assignment of benefits—to bring a civil action to recover benefits due under the terms of an ERISA-governed plan, to enforce rights under the plan, and to clarify rights to future benefits.

65. HCSC performs administrative services for employee welfare benefit plans within the meaning of 29 U.S.C. § 1002(1) and is governed by ERISA.

66. The patient-beneficiaries executed written assignments of benefits in favor of PHI, assigning to PHI the right to receive payment of benefits and to pursue claims and causes of action to recover those benefits.

67. By virtue of those assignments, PHI has derivative standing to pursue claims under ERISA.

68. PHI furnished air ambulance services covered by the Plans who paid the claims giving rise to the relevant IDR Awards identified in Exhibit A. These claims were subject to the IDR process established under the NSA. PHI and HCSC participated in open negotiation and IDR, resulting in IDR determinations in PHI’s favor.

69. The IDR determinations fixed the amounts of benefits owed for PHI’s services under 29 U.S.C. §§ 1185e(c)(5); 1185f(b)(5).

70. HCSC's failure to pay the IDR Awards are partial or underpayments in violation of ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B).

71. To the extent HCSC contends that an anti-assignment clause bars PHI's claims, HCSC waived any such provision by participating in open negotiation and IDR, treating PHI as the proper claimant, submitting evidence to the IDR entity, accepting the binding nature of the IDR process, and failing to timely assert any anti-assignment defense prior to or during IDR.

72. HCSC's conduct is inconsistent with strict enforcement of any anti-assignment provision and constitutes waiver under federal common law of ERISA.

73. As a direct and proximate result of HCSC's wrongful denial of benefits, PHI has been damaged in an amount equal to the relevant unpaid IDR Awards, plus interest. PHI seeks judgment in its favor for benefits due under the Plans in the amounts determined through IDR, pre- and post-judgment interest, attorneys' fees, and costs.

Count 6: Equitable ERISA Claim Pursuant to § 502(a)(3) (as to the ERISA Claims)

74. PHI incorporates by reference the allegations of the preceding paragraphs.

75. This Count is pleaded in the alternative pursuant to 29 U.S.C. § 1132(a)(3), which authorizes appropriate equitable relief to redress violations of ERISA or to enforce the terms of a plan.

76. HCSC participated in the federal IDR process established under the NSA with respect to the claims at issue. HCSC engaged in open negotiation, submitted offers to certified IDR entities, and accepted binding IDR determinations without objecting to PHI's standing or authority to pursue payment.

77. Certified IDR entities issued binding determinations establishing the amounts payable for the items and services at issue. Despite the binding nature of those determinations, HCSC has failed and refused to remit payment.

78. HCSC's conduct constitutes a violation of ERISA and of its fiduciary obligations to administer plans in accordance with governing law and plan terms.

79. To the extent HCSC contends that PHI lacks standing due to an anti-assignment provision or other plan limitation, equitable relief is appropriate because HCSC's conduct in participating in the IDR process without raising such objections induced reliance and is inconsistent with later attempts to deny PHI's authority to recover benefits.

80. PHI reasonably relied on HCSC's conduct in pursuing and completing the IDR process.

81. Permitting HCSC to avoid payment after invoking and participating in a binding federal dispute resolution process would result in inequitable and unjust enrichment.

82. PHI is entitled to equitable remedies including:

- a. A declaration that PHI possesses derivative standing under ERISA to pursue recovery of the IDR-determined benefits;
- b. A declaration that HCSC is obligated to comply with binding IDR determinations;
- c. An injunction compelling HCSC to pay the amounts awarded through IDR;
- d. Equitable surcharge in the amount of unpaid IDR awards; and
- e. Such other equitable relief as the Court deems appropriate.

Count 7: Violation of ICFA
(815 ILCS 505/1, et seq.)

83. PHI incorporates by reference the allegations of the preceding paragraphs.

84. HCSC is headquartered in Chicago, Illinois and maintains centralized claims administration, payment processing, and corporate policy functions in Illinois. Decisions regarding whether to honor and remit payment on IDR determinations are made, approved, directed, and implemented in Illinois.

85. The acts and practices alleged herein occurred primarily and substantially in Illinois.

86. HCSC markets and sells health benefit plans to Illinois employers and consumers and publicly represents that it complies with federal law, including the NSA, and supports statutory protections designed to shield consumers from surprise medical bills.

87. In public communications directed to consumers and employers, HCSC represents that it implements and adheres to the NSA's protections and that those protections ensure fairness and prevent unexpected medical costs.

88. These representations are made in trade and commerce and are intended to induce Illinois consumers and employers to purchase and maintain HCSC-administered health coverage.

89. The NSA establishes a mandatory and binding IDR process to determine payment amounts for certain out-of-network services and reflects strong public policy designed to protect consumers and promote marketplace stability.

90. Despite these representations, HCSC has adopted, implemented, and maintained a centralized policy and practice of refusing to timely pay, or refusing to pay at all, binding IDR awards.

91. The IDR Awards for which PHI seeks recovery are identified in Exhibit A. For each claim listed in Exhibit A, a certified IDR entity issued a final and binding determination selecting PHI's offer and establishing the amount owed. HCSC has failed and refuses to remit payment in accordance with those binding determinations.

92. Upon information and belief, HCSC's refusal to honor IDR awards is not isolated or inadvertent but constitutes a pattern and practice directed from Illinois, affecting multiple providers, multiple plans, and multiple claims.

93. Upon information and belief, HCSC has implemented corporate policies, procedures, internal directives, or payment review practices originating from its Illinois headquarters that delay, deny, or disregard payment of binding IDR awards.

94. Such conduct reflects a systemic business practice rather than a mere contractual dispute.

95. HCSC's conduct implicates consumer protection concerns and affects the market generally. Illinois consumers and employers purchase HCSC-administered health plans with the reasonable expectation that HCSC will comply with federal law, including honoring binding IDR determinations.

96. HCSC's centralized refusal to pay IDR awards undermines the reliability of federally mandated consumer protections, distorts the value of the insurance products marketed in Illinois, and threatens provider participation necessary to ensure access to emergency and other covered services.

97. By systematically disregarding binding IDR determinations, HCSC creates a risk that providers will withdraw from serving members of HCSC-administered plans or limit availability of services, thereby harming Illinois consumers and the healthcare marketplace.

98. HCSC's conduct therefore has a direct and substantial nexus to consumer protection concerns in Illinois and is not a private dispute limited to sophisticated commercial actors.

99. HCSC's conduct is unfair within the meaning of the ICFA because it offends the strong public policy embodied in the NSA, which mandates binding resolution of payment disputes to ensure stability and protect consumers.

100. HCSC's conduct is oppressive because providers are prohibited from balance billing patients for amounts beyond those permitted by federal law and therefore must absorb the economic harm resulting from HCSC's refusal to comply with binding IDR determinations.

101. HCSC's conduct causes substantial injury. PHI has suffered economic loss in the form of unpaid IDR awards identified in Exhibit A. In addition, HCSC's conduct undermines consumer confidence in statutory protections and destabilizes the healthcare reimbursement system upon which Illinois consumers depend.

102. HCSC's conduct is deceptive because it publicly represents compliance with and support for NSA protections while internally implementing a policy of nonpayment that is inconsistent with those representations.

103. PHI has suffered actual damages as a direct and proximate result of HCSC's unfair and deceptive acts and practices in an amount equal to the unpaid IDR Awards identified in Exhibit A, together with additional consequential damages to be proven at trial.

104. HCSC's conduct was willful and knowing, entitling PHI to actual damages, attorneys' fees, costs, and all other relief available under the ICFA.

105. PHI has suffered substantial injury and an ascertainable loss of money as a result of HCSC's actions. PHI seeks to recover actual, compensatory, consequential, and punitive damages under the ICFA, and attorneys' fees and costs under 815 ILCS 505/10a(c), pre- and post-

judgment interest, and injunctive relief prohibiting HCSC from engaging in the unfair and deceptive practices described above.

JURY TRIAL DEMAND

106. PHI demands a trial by jury.

PRAYER

WHEREFORE, PHI respectfully prays for judgment against HCSC for the following damages and relief:

- a. Enforcement of the IDR Awards listed on Exhibit A, including entering judgment for the IDR Award Balance Owed, as required by federal law under the NSA or, alternatively, the FAA or IUAA;
- b. Interest or the return on investment realized by HCSC on the amount owed for the IDR Awards at Exhibit A from the 31st day after the decision was issued until and including the date of judgment;
- c. Declaratory judgment that IDR Awards are binding on HCSC.
- d. Declaratory judgment that HCSC's conduct in refusing to pay the IDR Awards that have not been vacated in the limited manner permitted under the NSA is unlawful.
- e. Award for benefits under ERISA;
- f. Actual damages in the amount of the IDR Award Balance Owed, as required by the ICFA;
- g. Consequential damages pursuant to the ICFA in an amount to be proven at trial;
- h. Punitive damages pursuant to the ICFA in an amount to be proven at trial;
- i. Pre- and post- judgment interest;
- j. Attorneys' fees and costs of suit;
- k. Injunctive relief as set forth above; and
- l. Any and all additional legal or equitable relief to which PHI may be entitled, and this Court deems just and proper.

Dated: March 16, 2026

Respectfully submitted,

PHI HEALTH, LLC

By: /s/ L. Brandon Liss

One of its attorneys

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EXHIBIT A

EXHIBIT A

PHI No.	DISP No.	Payment Date	Open Negotiation Date	IDR Initiation Date	IDR Decision Date	IDR Award	Patient Responsibility	Payments	Total Amount Outstanding
361538	DISP-107026	7/22/2022	8/30/2022	10/14/2022	2/3/2025	\$29,754.40	\$0.00	\$12,000.00	\$17,754.40
365062	DISP-2043963	12/29/2023	1/23/2023	3/8/2023	4/3/2025	\$29,754.40	\$0.00	\$21,205.95	\$8,488.45
380322	DISP-536015	5/22/2023	6/6/2023	7/24/2023	2/6/2025	\$32,041.27	\$155.24	\$20,757.17	\$11,128.66
380322	DISP-536016	5/22/2023	6/6/2023	7/24/2023	2/6/2025	\$63,638.12	\$0.00	\$25,418.11	\$38,220.01
387591	DISP-908165	9/12/2023	10/3/2023	11/17/2023	4/14/2025	\$35,338.81	\$0.00	\$13,941.59	\$21,397.22
387591	DISP-908166	9/12/2023	10/3/2023	11/17/2023	4/14/2025	\$5,148.75	\$0.00	\$1,396.00	\$3,752.75
409313	DISP-1889460	7/29/2024	8/21/2024	10/4/2024	2/7/2025	\$38,889.42	\$0.00	\$29,917.66	\$8,971.76
409313	DISP-1889461	7/29/2024	8/21/2024	10/4/2024	2/7/2025	\$6,759.03	\$0.00	\$6,614.23	\$144.80
409399	DISP-2255563	9/25/2024	10/29/2024	12/13/2024	2/13/2025	\$22,517.34	\$0.00	\$15,562.00	\$6,955.34
413683	DISP-2896658	1/29/2025	2/14/2025	4/1/2025	4/29/2025	\$23,293.80	\$0.00	\$8,687.12	\$14,606.68
416875	DISP-2094926	8/30/2024	10/1/2024	11/15/2024	12/20/2024	\$22,905.57	\$0.00	\$0.00	\$22,905.37
416875	DISP-2094925	8/30/2024	10/1/2024	11/15/2024	2/27/2025	\$35,601.61	\$0.00	\$0.00	\$35,601.61
418964	DISP-2512565	11/15/2024	12/17/2024	2/3/2025	3/29/2025	\$38,889.42	\$0.00	\$37,648.84	\$1,240.58
427222	DISP-2914741	1/31/2025	2/19/2005	4/3/2025	4/29/2025	\$40,125.73	\$4,280.63	\$0.00	\$35,845.10
427222	DISP-2914742	1/31/2025	2/19/2005	4/3/2025	4/29/2025	\$16,409.20	\$1,146.40	\$0.00	\$15,262.80

EXHIBIT B

EXHIBIT B**IDR dispute status:** Payment Determination Made**IDR reference number:** DISP-1889461

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1889461** and has determined that PHI Health, LLC 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 **\$6,759.03** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 02024151509X1290X under this dispute.

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

PHI Health, LLC submitted an offer of \$6,759.03

Blue Cross Blue Shield of Texas submitted an offer of \$144.80

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	X
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting additional information added significant weight in reaching a payment determination. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Non-Initiating party's information regarding patient acuity was of limited value in reaching a payment determination in this matter. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-1889461 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-1889461 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on December 13, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such 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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IDR dispute status: Payment Determination Made
IDR reference number: DISP-2094926

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2094926** and has determined that PHI Health, LLC 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 **\$22,905.57** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 0202423750W81410X under this dispute.

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

PHI Health, LLC submitted an offer of \$22,905.57

Blue Cross Blue Shield of Texas submitted an offer of \$5,040.16

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	X
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting additional information 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 the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Non-Initiating party's information regarding patient acuity was of limited value in reaching a payment determination in this matter. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-2094926 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-2094926 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on December 20, 2024 . Please retain this information for your records.

If the end of the open negotiation period for such 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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IDR dispute status: Payment Determination Made
IDR reference number: DISP-2255563

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2255563** and has determined that PHI Health, LLC 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 **\$35,601.60** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0431 on claim number 02024121505804Q0X under this dispute.

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

PHI Health, LLC submitted an offer of \$35,601.60

Blue Cross Blue Shield of Texas submitted an offer of \$10,550.07

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	Additional information submitted by a party	X	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's credible evidence of the population density at the point of pick-up was of substantial weight in this adjudication. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. 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 evidence supporting the QPA added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-2255563 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-2255563 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on January 15, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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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IDR dispute status: Payment Determination Made

IDR reference number: DISP-536015

EdiPhy Advisors, L.L.C. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-536015** and has determined that PHI Health LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, EdiPhy Advisors, L.L.C. has determined that the out-of-network payment amount of **\$32,041.27** offered by PHI Health LLC is the appropriate out-of-network rate for the service a0431 on claim number 0202305103191740C under this dispute.

EdiPhy Advisors, L.L.C. based this determination on a review of the following:

PHI Health LLC submitted an offer of \$32,041.27

Blue Cross Blue Shield of Texas submitted an offer of \$20,912.41

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	Additional information submitted by a party	X	X

Final Determination Rationale

For each of the determination factors for which there is an “x” in the *Initiating Party* and/or *Non-Initiating Party* column of the above chart, this means the party provided supporting information (regardless of whether the information provided persuaded the Arbitrator that the factor should inform his/her decision). If the “additional information factor” is not checked, this may mean that either (i) no information other than information related to the specific factors was provided; or (ii) additional information was provided but the Arbitrator, in her/his sole discretion, determined

such information was not related to the offers OR it was prohibited by the law. You must observe the decision rationale below to know which party provided the evidence that persuaded the IDRE to rule for the Prevailing Party on each factor.

The IDRE considered all the briefs and all permissible arguments and evidence submitted by the parties. The IDRE did not consider arguments or evidence which is prohibited by applicable regulations or guidance. The QPA and all additional information for which evidence was offered or arguments were made, as indicated, were considered and the following circumstances and information were found to weigh in favor of the Prevailing Party and were found to outweigh any information offered by the non-prevailing party. Any factor listed here was given sufficient weight by the arbitrator to influence the outcome of the decision:

(1) Quality Outcomes;(2) Acuity of condition, complexity of services;(3) Training, experience and quality (necessary to treat the condition);(4) Ambulance vehicle type;(5) Population Density

If the Arbitrator concluded in her/his sole discretion that the submitting party failed to provide sufficient evidence on one of the other factors then it was not given weight and it will not be listed above in the rationale.

If there are any additional arguments or evidence among the rationale, the Arbitrator did consider them and if any of these arguments were given weight they are discussed here:

The IDRE notes that the submission by the NIP does not address any of the regulatory “factors,” but only asserts an objection to eligibility of the IDR. The IDRE has addressed eligibility of the dispute and has ruled that the dispute is eligible and/or the evidence submitted to support the objection is not sufficient and/or timely and/or credible to prove the objection.

Accordingly, the IDRE concludes Prevailing Party's offer represents the best value of the IDR qualified services at issue in this dispute for these line items and that party's offer should be the Out of Network rate paid on the referenced claims.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

• **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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. EdiPhy Advisors, L.L.C. has determined that Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-536015 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 PHI Health LLC 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 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 service.

The initiating party with respect to dispute number DISP-536015 was PHI Health LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on February 6, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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 EdiPhy Advisors, L.L.C.. Include your IDR Reference number referenced above.

Thank you,

EdiPhy Advisors, L.L.C.

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IDR dispute status: Payment Determination Made

IDR reference number: DISP-536016

EdiPhy Advisors, L.L.C. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-536016** and has determined that PHI Health LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, EdiPhy Advisors, L.L.C. has determined that the out-of-network payment amount of **\$63,638.12** offered by PHI Health LLC is the appropriate out-of-network rate for the service a0436 on claim number 0202305103191740C under this dispute.

EdiPhy Advisors, L.L.C. based this determination on a review of the following:

PHI Health LLC submitted an offer of \$63,638.12

Blue Cross Blue Shield of Texas submitted an offer of \$25,418.11

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	Additional information submitted by a party	X	X

Final Determination Rationale

For each of the determination factors for which there is an “x” in the *Initiating Party* and/or *Non-Initiating Party* column of the above chart, this means the party provided supporting information (regardless of whether the information provided persuaded the Arbitrator that the factor should inform his/her decision). If the “additional information factor” is not checked, this may mean that either (i) no information other than information related to the specific factors was provided; or (ii) additional information was provided but the Arbitrator, in her/his sole discretion, determined

such information was not related to the offers OR it was prohibited by the law. You must observe the decision rationale below to know which party provided the evidence that persuaded the IDRE to rule for the Prevailing Party on each factor.

The IDRE considered all the briefs and all permissible arguments and evidence submitted by the parties. The IDRE did not consider arguments or evidence which is prohibited by applicable regulations or guidance. The QPA and all additional information for which evidence was offered or arguments were made, as indicated, were considered and the following circumstances and information were found to weigh in favor of the Prevailing Party and were found to outweigh any information offered by the non-prevailing party. Any factor listed here was given sufficient weight by the arbitrator to influence the outcome of the decision:

(1) Quality Outcomes;(2) Acuity of condition, complexity of services;(3) Training, experience and quality (necessary to treat the condition);(4) Ambulance vehicle type;(5) Population Density

If the Arbitrator concluded in her/his sole discretion that the submitting party failed to provide sufficient evidence on one of the other factors then it was not given weight and it will not be listed above in the rationale.

If there are any additional arguments or evidence among the rationale, the Arbitrator did consider them and if any of these arguments were given weight they are discussed here:

The IDRE notes that the submission by the NIP does not address any of the regulatory “factors,” but only asserts an objection to eligibility of the IDR. The IDRE has addressed eligibility of the dispute and has ruled that the dispute is eligible and/or the evidence submitted to support the objection is not sufficient and/or timely and/or credible to prove the objection.

Accordingly, the IDRE concludes Prevailing Party's offer represents the best value of the IDR qualified services at issue in this dispute for these line items and that party's offer should be the Out of Network rate paid on the referenced claims.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.

• **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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. EdiPhy Advisors, L.L.C. has determined that Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-536016 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 PHI Health LLC 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 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 service.

The initiating party with respect to dispute number DISP-536016 was PHI Health LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on February 6, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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 EdiPhy Advisors, L.L.C.. Include your IDR Reference number referenced above.

Thank you,

EdiPhy Advisors, L.L.C.

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IDR dispute status: Payment Determination Made
IDR reference number: DISP-1889460

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-1889460** and has determined that PHI Health, LLC 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 **\$38,889.42** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0431 on claim number 02024151509X1290X under this dispute.

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

PHI Health, LLC submitted an offer of \$38,889.42

Blue Cross Blue Shield of Texas submitted an offer of \$21,623.72

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	Additional information submitted by a party	X	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's credible evidence of the population density at the point of pick-up was of substantial weight in this adjudication. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. 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 evidence supporting the QPA added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-1889460 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-1889460 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on February 7, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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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IDR dispute status: Payment Determination Made
IDR reference number: DISP-107026

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-107026** and has determined that PHI Health. LLC 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 **\$29,754.40** offered by PHI Health. LLC is the appropriate out-of-network rate for the service A0431 on claim number 0202212203073570C under this dispute.

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

PHI Health. LLC submitted an offer of \$29,754.40

Blue Cross Blue Shield of Texas submitted an offer of \$12,000.00

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 quality and outcomes measurements of the provider that furnished such services		
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual		
3	The training, experience, and quality of the medical personnel that furnished such services		
4	Ambulance vehicle type, including the clinical capability level of such vehicle		
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	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		
7	Additional information submitted by a party		

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, PHI Health. LLC’s offer best represents the value of the services that are the subject of this unique payment determination.

- Single offer and single fee received

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-107026 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 PHI Health. LLC 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 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 service.

The initiating party with respect to dispute number DISP-107026 was PHI Health. LLC. The initiating party's . The non-initiating party was Blue Cross Blue Shield of Texas. 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 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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IDR dispute status: Payment Determination Made

IDR reference number: DISP-2094925

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2094925** and has determined that PHI Health, LLC 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 **\$35,601.61** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0431 on claim number 0202423750W81410X under this dispute.

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

PHI Health, LLC submitted an offer of \$35,601.61

Blue Cross Blue Shield of Texas submitted an offer of \$12,651.96

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	Additional information submitted by a party	X	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's credible evidence of the population density at the point of pick-up was of substantial weight in this adjudication. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. 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 evidence supporting the QPA added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-2094925 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-2094925 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on February 27, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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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IDR dispute status: Payment Determination Made

IDR reference number: DISP-2512565

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2512565** and has determined that PHI Health, LLC 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 **\$38,889.42** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0431 on claim number 02024290503681P0X under this dispute.

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

PHI Health, LLC submitted an offer of \$38,889.42

Blue Cross Blue Shield of Texas submitted an offer of \$12,651.96

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	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	
7	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting additional information 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 the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-2512565 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-2512565 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on March 25, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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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IDR dispute status: Payment Determination Made
IDR reference number: DISP-2043963

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2043963** and has determined that PHI Health, LLC 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 **\$29,754.40** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0431 on claim number 0202218603011580C under this dispute.

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

PHI Health, LLC submitted an offer of \$29,754.40

Blue Cross Blue Shield of Texas submitted an offer of \$21,265.95

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	Additional information submitted by a party	X	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's credible evidence of the population density at the point of pick-up was of substantial weight in this adjudication. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. 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 evidence supporting the QPA added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 Blue Cross Blue Shield of Texas is the non-prevailing party in DISP-2043963 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-2043963 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was Blue Cross Blue Shield of Texas. The 90-calendar day cooling off period begins on April 3, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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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IDR dispute status: Payment Determination Made
IDR reference number: DISP-908165

EdiPhy Advisors, L.L.C. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-908165** and has determined that PHI HEALTH, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, EdiPhy Advisors, L.L.C. has determined that the out-of-network payment amount of **\$35,338.81** offered by PHI HEALTH, LLC is the appropriate out-of-network rate for the service A0431 on claim number 0202316303003290C under this dispute.

EdiPhy Advisors, L.L.C. based this determination on a review of the following:

PHI HEALTH, LLC submitted an offer of \$35,338.81

BLUE CROSS BLUE SHIELD OF TEXAS submitted an offer of \$13,941.59

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	Additional information submitted by a party	X	X

Final Determination Rationale

For each of the determination factors for which there is an “x” in the *Initiating Party* and/or *Non-Initiating Party* column of the above chart, this means the party provided supporting information (regardless of whether the information provided persuaded the Arbitrator that the factor should inform his/her decision). If the “additional information factor” is not checked, this may mean that either (i) no information other than information related to the specific factors was provided; or (ii) additional information was provided but the Arbitrator, in her/his sole discretion, determined

such information was not related to the offers OR it was prohibited by the law. You must observe the decision rationale below to know which party provided the evidence that persuaded the IDRE to rule for the Prevailing Party on each factor.

The IDRE considered all the briefs and all permissible arguments and evidence submitted by the parties. The IDRE did not consider arguments or evidence which is prohibited by applicable regulations or guidance. The QPA and all additional information for which evidence was offered or arguments were made, as indicated, were considered and the following circumstances and information were found to weigh in favor of the Prevailing Party and were found to outweigh any information offered by the non-prevailing party. Any factor listed here was given sufficient weight by the arbitrator to influence the outcome of the decision:

(1) Quality Outcomes;(2) Acuity of condition, complexity of services;(3) Training, experience and quality (necessary to treat the condition);(4) Ambulance vehicle type

If the Arbitrator concluded in her/his sole discretion that the submitting party failed to provide sufficient evidence on one of the other factors then it was not given weight and it will not be listed above in the rationale.

If there are any additional arguments or evidence among the rationale, the Arbitrator did consider them and if any of these arguments were given weight they are discussed here:

While the IDRE appreciates the information provided regarding Health Plan's QPA not being an accurate reflection of appropriate OON rates, the information provided goes to the QPA calculation and/or Congress's decision to implement the QPA process, which the regulations state "it is not the role of the IDR to determine whether the QPA has been calculated correctly by the plan or issuer." To the extent the Initiating Party provided information about the usual and/or customary reimbursement rates for the services at issue, the IDRE is prohibited from considering this information under the regulations and it was given no weight.

Accordingly, the IDRE concludes Prevailing Party's offer represents the best value of the IDR qualified services at issue in this dispute for these line items and that party's offer should be the Out of Network rate paid on the referenced claims.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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. EdiPhy Advisors, L.L.C. has determined that BLUE CROSS BLUE SHIELD OF TEXAS is the non-prevailing party in DISP-908165 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 PHI HEALTH, LLC 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 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 service.

The initiating party with respect to dispute number DISP-908165 was PHI HEALTH, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was BLUE CROSS BLUE SHIELD OF TEXAS. The 90-calendar day cooling off period begins on April 14, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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 EdiPhy Advisors, L.L.C.. Include your IDR Reference number referenced above.

Thank you,

EdiPhy Advisors, L.L.C.

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IDR dispute status: Payment Determination Made

IDR reference number: DISP-908166

EdiPhy Advisors, L.L.C. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-908166** and has determined that PHI HEALTH, LLC is the prevailing party in this dispute.

After considering all permissible information submitted by both parties, EdiPhy Advisors, L.L.C. has determined that the out-of-network payment amount of **\$5,148.75** offered by PHI HEALTH, LLC is the appropriate out-of-network rate for the service A0436 on claim number 0202316303003290C under this dispute.

EdiPhy Advisors, L.L.C. based this determination on a review of the following:

PHI HEALTH, LLC submitted an offer of \$5,148.75

BLUE CROSS BLUE SHIELD OF TEXAS submitted an offer of \$1,396.60

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	Additional information submitted by a party	X	X

Final Determination Rationale

For each of the determination factors for which there is an “x” in the *Initiating Party* and/or *Non-Initiating Party* column of the above chart, this means the party provided supporting information (regardless of whether the information provided persuaded the Arbitrator that the factor should inform his/her decision). If the “additional information factor” is not checked, this may mean that either (i) no information other than information related to the specific factors was provided; or (ii) additional information was provided but the Arbitrator, in her/his sole discretion, determined

such information was not related to the offers OR it was prohibited by the law. You must observe the decision rationale below to know which party provided the evidence that persuaded the IDRE to rule for the Prevailing Party on each factor.

The IDRE considered all the briefs and all permissible arguments and evidence submitted by the parties. The IDRE did not consider arguments or evidence which is prohibited by applicable regulations or guidance. The QPA and all additional information for which evidence was offered or arguments were made, as indicated, were considered and the following circumstances and information were found to weigh in favor of the Prevailing Party and were found to outweigh any information offered by the non-prevailing party. Any factor listed here was given sufficient weight by the arbitrator to influence the outcome of the decision:

(1) Quality Outcomes;(2) Acuity of condition, complexity of services;(3) Training, experience and quality (necessary to treat the condition);(4) Ambulance vehicle type

If the Arbitrator concluded in her/his sole discretion that the submitting party failed to provide sufficient evidence on one of the other factors then it was not given weight and it will not be listed above in the rationale.

If there are any additional arguments or evidence among the rationale, the Arbitrator did consider them and if any of these arguments were given weight they are discussed here:

While the IDRE appreciates the information provided regarding Health Plan's QPA not being an accurate reflection of appropriate OON rates, the information provided goes to the QPA calculation and/or Congress's decision to implement the QPA process, which the regulations state "it is not the role of the IDR to determine whether the QPA has been calculated correctly by the plan or issuer." To the extent the Initiating Party provided information about the usual and/or customary reimbursement rates for the services at issue, the IDRE is prohibited from considering this information under the regulations and it was given no weight.

Accordingly, the IDRE concludes Prevailing Party's offer represents the best value of the IDR qualified services at issue in this dispute for these line items and that party's offer should be the Out of Network rate paid on the referenced claims.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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. EdiPhy Advisors, L.L.C. has determined that BLUE CROSS BLUE SHIELD OF TEXAS is the non-prevailing party in DISP-908166 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 PHI HEALTH, LLC 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 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 service.

The initiating party with respect to dispute number DISP-908166 was PHI HEALTH, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was BLUE CROSS BLUE SHIELD OF TEXAS. The 90-calendar day cooling off period begins on April 14, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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 EdiPhy Advisors, L.L.C.. Include your IDR Reference number referenced above.

Thank you,

EdiPhy Advisors, L.L.C.

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IDR dispute status: Payment Determination Made

IDR reference number: DISP-2896658

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2896658** and has determined that PHI Health, LLC 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 **\$23,293.80** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 0202427150B15780X under this dispute.

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

PHI Health, LLC submitted an offer of \$23,293.80

BLUE CROSS BLUE SHIELD TEXAS submitted an offer of \$9,567.75

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)	X	
6	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	
7	Additional information submitted by a party	X	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's evidence supporting the population density at the point of pick-up added significant weight in reaching a payment determination. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. 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 evidence supporting the QPA added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 BLUE CROSS BLUE SHIELD TEXAS is the non-prevailing party in DISP-2896658 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-2896658 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was BLUE CROSS BLUE SHIELD TEXAS. The 90-calendar day cooling off period begins on April 29, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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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IDR dispute status: Payment Determination Made

IDR reference number: DISP-2914742

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2914742** and has determined that PHI Health, LLC 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 **\$16,409.20** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0436 on claim number 02025015508389C0X under this dispute.

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

PHI Health, LLC submitted an offer of \$16,409.20

BLUE CROSS BLUE SHIELD TEXAS submitted an offer of \$3,525.68

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	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	
7	Additional information submitted by a party	X	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's documentation regarding additional information was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of prior contracted rates and good faith negotiations effort was of substantial weight in this adjudication. The Initiating party's evidence supporting the level of training and experience and/ or the quality and outcome measurements added significant weight in reaching a payment determination. The Initiating party's evidence supporting the QPA added significant weight in reaching a payment determination. The Initiating party's information regarding the quality and outcome measurements of the provider was of limited value in reaching a payment determination in this matter. The Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, added significant weight in reaching a payment determination. 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 evidence supporting the QPA added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 BLUE CROSS BLUE SHIELD TEXAS is the non-prevailing party in DISP-2914742 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-2914742 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was BLUE CROSS BLUE SHIELD TEXAS. The 90-calendar day cooling off period begins on April 29, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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

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Contact information

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Thank you,

Federal Hearings and Appeals Services, Inc.

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IDR dispute status: Payment Determination Made

IDR reference number: DISP-2914741

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2914741** and has determined that PHI Health, LLC 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 **\$40,125.73** offered by PHI Health, LLC is the appropriate out-of-network rate for the service A0431 on claim number 02025015508389C0X under this dispute.

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

PHI Health, LLC submitted an offer of \$40,125.73

BLUE CROSS BLUE SHIELD TEXAS submitted an offer of \$13,054.18

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 quality and outcomes measurements of the provider that furnished such services	X	
2	The acuity of the individual receiving such services or the complexity of furnishing such services to such individual	X	X
3	The training, experience, and quality of the medical personnel that furnished such services	X	
4	Ambulance vehicle type, including the clinical capability level of such vehicle	X	X
5	Population density of the pick up location (such as urban, suburban, rural, or frontier)		
6	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	
7	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, PHI Health, LLC’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 service(s) 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 credible evidence of patient acuity was of substantial weight in this adjudication. The Initiating party's evidence supporting additional information 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 the level of training and experience and/ or the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Initiating party's credible evidence of the quality and outcome measurements was of substantial weight in this adjudication. The Initiating party's credible evidence of ambulance vehicle type, including clinical capabilities of vehicle, was of substantial weight in this adjudication. The Non-Initiating party's information regarding patient acuity was of limited value in reaching a payment determination in this matter. The Non-Initiating party's information regarding the QPA was of limited value in reaching a payment determination in this matter. The Non-Initiating party's evidence supporting ambulance vehicle type, including clinical capabilities of vehicle, and good faith negotiations effort added significant weight in reaching a payment determination.

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 of air ambulance services**, when the amount of the offer 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, and 2) any cost sharing paid or owed by the participant, beneficiary, or enrollee.
- **A non-participating provider of air ambulance services 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 and 2) any cost sharing paid or owed 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 BLUE CROSS BLUE SHIELD TEXAS is the non-prevailing party in DISP-2914741 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 PHI Health, LLC 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 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 service.

The initiating party with respect to dispute number DISP-2914741 was PHI Health, LLC. The initiating party’s NPI is 1306289996 and TIN is 721404705. The non-initiating party was BLUE CROSS BLUE SHIELD TEXAS. The 90-calendar day cooling off period begins on April 30, 2025 . Please retain this information for your records.

If the end of the open negotiation period for such 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

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Contact information

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Federal Hearings and Appeals Services, Inc.

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