

UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT

RICHARD AGAG, MD,

Plaintiff,

-against-

CIGNA HEALTH AND LIFE INSURANCE
COMPANY,

Defendant.

Index No.:

COMPLAINT

Plaintiff Richard Agag, MD (“Plaintiff”) by and through his attorneys, Gottlieb & Greenspan, LLC, by way of Complaint against Cigna Health and Life Insurance Company (“Defendant”), alleges as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff is a medical provider with a principal place of business at 456 Washington Street, 8E, New York, New York 10021.
2. Upon information and belief, Defendant is engaged in providing and/or administering health care plans or policies in the state of Connecticut.
3. This court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331 because this action arises under federal law, specifically the No Surprises Act (“NSA”), 42 U.S.C. § 300gg-111 *et seq.*, which governs the Independent Dispute Resolution (“IDR”) process for certain out-of-network billing disputes including those at issue here, as well the Federal Arbitration Act (“FAA”), 9 U.S.C §9 *et seq.*

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

FACTUAL BACKGROUND

5. Plaintiff is a medical provider specializing in plastic and reconstructive surgery.

6. During all times relevant herein, the patients treated by Plaintiff were the beneficiaries of a health plan issued and/or administered by Defendant.

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

8. However, since the services were rendered emergently/inadvertently, the patients' out-of-network medical treatments in this action are subject to reimbursement pursuant to the NSA. 42 U.S.C. § 300gg-111 *et seq.*

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

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

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

12. The NSA provides that a determination of an IDR award is legally “binding upon the parties involved.” 42 U.S.C. § 300gg–111(c)(5)(E)(i)(I).

I. Patient M.L. - DISP-878778

13. On April 14, 2023, Plaintiff performed surgical treatment as part of a procedure for an individual identified as M.L. (“Patient M.L.”) at Backus Hospital, a hospital located in Norwich, Connecticut.

14. After treating Patient M.L., Plaintiff submitted a Health Insurance Claim Form (“HCFA”) medical bill to Defendant seeking payment for the procedure, itemized under Current Procedural Terminology (“CPT”) code 19364 in the amount of \$196,000.00.

15. In response to Plaintiff’s HCFA, Defendant allowed payment to Plaintiff in the amount of \$0.00.

16. Pursuant to the NSA, Plaintiff disputed Defendant’s payment determination and initiated the negotiation period called for by the NSA. In effect, Plaintiff was disputing Defendant’s payment determination of \$0.00.

17. As the parties were unable to resolve the dispute during the NSA’s negotiation period, Plaintiff initiated the IDR arbitration process called for by the NSA.

18. Because Patient’s treatment implicated the NSA, there was no dispute as to Plaintiff’s eligibility to challenge Defendant’s payment determination. Indeed, defendant participated in the IDR process and submitted a final offer of \$421.25 for CPT code 19364.

19. On March 6, 2024, the CIDRE, Federal Hearings and Appeals Service, Inc., ruled in Plaintiff’s favor under Arbitration Dispute DISP-878778, awarding Plaintiff a total of \$97,500.00 for CPT code 19364. *See Exhibit A*, attached hereto.

20. Under the NSA, if it is determined in arbitration that an additional amount remains due, the insurer has 30 days from the date of the arbitration award to issue the additional payment. Thus, the *effective* date of the arbitration award is April 5, 2024.

21. However, Defendant failed to issue payment to Plaintiff by April 5, 2024.

22. As of the date of this Complaint, over 300 days have passed since have elapsed since Defendant's deadline to submit the \$97,500.00 arbitration award payment to Plaintiff for DISP-878778.

23. As a result, Plaintiff has been damaged in the amount of \$97,500.00 in regard to CPT code 19364 for this procedure and continues to suffer damages in the operation of his medical practice.

II. Patient M.P.

24. On January 7, 2022, Plaintiff performed surgical treatment as part of a procedure for an individual identified as M.P. ("Patient M.P.") at Saint Mary's Hospital, a hospital located in Waterbury, Connecticut.

A. DISP-2001877

25. After treating Patient M.P., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the procedure, itemized under CPT code 35703 LT in the amount of \$9,226.40.

26. In response to Plaintiff's HCFA, Defendant allowed payment to Plaintiff in the amount of \$0.00.

27. Pursuant to the NSA, Plaintiff disputed Defendant's payment determination and initiated the negotiation period called for by the NSA. In effect, Plaintiff was disputing Defendant's payment determination of \$0.00.

28. As the parties were unable to resolve the dispute during the NSA's negotiation period, Plaintiff initiated the IDR arbitration process called for by the NSA.

29. Because Patient's treatment implicated the NSA, there was no dispute as to Plaintiff's eligibility to challenge Defendant's payment determination.

30. On December 19, 2024, the CIDRE, ProPeer Resources, LLC, ruled in Plaintiff's favor under Arbitration Dispute DISP-2001877, awarding Plaintiff a total of \$5,535.84 for CPT code 35703 LT. *See Exhibit B*, attached hereto.

31. Under the NSA, if it is determined in arbitration that an additional amount remains due, the insurer has 30 days from the date of the arbitration award to issue the additional payment. Thus, the effective date of the arbitration award is January 18, 2025.

32. However, Defendant failed to issue payment to Plaintiff by January 18, 2025.

33. As of the date of this Complaint, over 60 days have passed since have elapsed since Defendant's deadline to submit the \$5,535.84 arbitration award payment to Plaintiff for DISP-2001877.

34. As a result, Plaintiff has been damaged in the amount of \$5,535.84 in regard to CPT code 35703 LT for this procedure and continues to suffer damages in the operation of his medical practice.

B. DISP-2001876

35. After treating Patient M.P., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the procedure, itemized under CPT code 35703 RT in the amount of \$9,226.40.

36. In response to Plaintiff's HCFA, Defendant allowed payment to Plaintiff in the amount of \$0.00.

37. Pursuant to the NSA, Plaintiff disputed Defendant's payment determination and initiated the negotiation period called for by the NSA. In effect, Plaintiff was disputing Defendant's payment determination of \$0.00.

38. As the parties were unable to resolve the dispute during the NSA's negotiation period, Plaintiff initiated the IDR arbitration process called for by the NSA.

39. Because Patient's treatment implicated the NSA, there was no dispute as to Plaintiff's eligibility to challenge Defendant's payment determination.

40. On December 19, 2024, the CIDRE, ProPeer Resources, LLC, ruled in Plaintiff's favor under Arbitration Dispute DISP-2001876, awarding Plaintiff a total of \$5,535.84 for CPT code 35703 RT. *See Exhibit C*, attached hereto.

41. Under the NSA, if it is determined in arbitration that an additional amount remains due, the insurer has 30 days from the date of the arbitration award to issue the additional payment. Thus, the effective date of the arbitration award is January 18, 2025.

42. However, Defendant failed to issue payment to Plaintiff by January 18, 2025.

43. As of the date of this Complaint, over 60 days have passed since have elapsed since Defendant's deadline to submit the \$5,535.84 arbitration award payment to Plaintiff for DISP-2001876.

44. As a result, Plaintiff has been damaged in the amount of \$5,535.84 in regard to CPT code 35703 RT for this procedure and continues to suffer damages in the operation of his medical practice.

C. DISP-2001874

45. After treating Patient M.P., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the procedure, itemized under CPT code 15002 in the amount of \$7,700.00.

46. In response to Plaintiff's HCFA, Defendant allowed payment to Plaintiff in the amount of \$0.00.

47. Pursuant to the NSA, Plaintiff disputed Defendant's payment determination and initiated the negotiation period called for by the NSA. In effect, Plaintiff was disputing Defendant's payment determination of \$0.00.

48. As the parties were unable to resolve the dispute during the NSA's negotiation period, Plaintiff initiated the IDR arbitration process called for by the NSA.

49. Because Patient's treatment implicated the NSA, there was no dispute as to Plaintiff's eligibility to challenge Defendant's payment determination.

50. On December 19, 2024, the CIDRE, ProPeer Resources, LLC, ruled in Plaintiff's favor under Arbitration Dispute DISP-2001874, awarding Plaintiff a total of \$7,700.00 for CPT code 15002. *See Exhibit D*, attached hereto.

51. Under the NSA, if it is determined in arbitration that an additional amount remains due, the insurer has 30 days from the date of the arbitration award to issue the additional payment. Thus, the effective date of the arbitration award is January 18, 2025.

52. However, Defendant failed to issue payment to Plaintiff by January 18, 2025.

53. As of the date of this Complaint, over 60 days have passed since have elapsed since Defendant's deadline to submit the \$7,700.00 arbitration award payment to Plaintiff for DISP-2001874.

54. As a result, Plaintiff has been damaged in the amount of \$7,700.00 in regard to CPT code 15002 for this procedure and continues to suffer damages in the operation of his medical practice.

D. DISP-2001871

55. After treating Patient M.P., Plaintiff submitted a HCFA medical bill to Defendant seeking payment for the procedure, itemized under CPT code 32900 RT in the amount of \$31,752.40.

56. In response to Plaintiff's HCFA, Defendant allowed payment to Plaintiff in the amount of \$0.00.

57. Pursuant to the NSA, Plaintiff disputed Defendant's payment determination and initiated the negotiation period called for by the NSA. In effect, Plaintiff was disputing Defendant's payment determination of \$0.00.

58. As the parties were unable to resolve the dispute during the NSA's negotiation period, Plaintiff initiated the IDR arbitration process called for by the NSA.

59. Because Patient's treatment implicated the NSA, there was no dispute as to Plaintiff's eligibility to challenge Defendant's payment determination.

60. On December 19, 2024, the CIDRE, ProPeer Resources, LLC, ruled in Plaintiff's favor under Arbitration Dispute DISP-2001871, awarding Plaintiff a total of \$26,296.31 for CPT code 32900. *See Exhibit E*, attached hereto.

61. Under the NSA, if it is determined in arbitration that an additional amount remains due, the insurer has 30 days from the date of the arbitration award to issue the additional payment. Thus, the effective date of the arbitration award is January 18, 2025.

62. However, Defendant failed to issue payment to Plaintiff by January 18, 2025.

63. As of the date of this Complaint, over 60 days have passed since have elapsed since Defendant's deadline to submit the \$26,296.31 arbitration award payment to Plaintiff for DISP-2001871.

64. As a result, Plaintiff has been damaged in the amount of \$26,296.31 in regard to CPT code 32900 RT for this procedure and continues to suffer damages in the operation of his medical practice.

65. Accordingly, Plaintiff has been damaged in the total amount of \$142,567.99 and continues to suffer damages in the operation of its medical practice.

COUNT ONE

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

66. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 73 of the Complaint as though fully set forth herein.

67. The FAA, 9 U.S. CODE § 9, provides that, if the parties in their agreement have agreed that a judgment of the court shall be entered upon the award made pursuant to the arbitration, and shall specify the court, then at any time within one year after the award is made, any party to the arbitration may apply to the court so specified for an order confirming the award, and thereupon the court must grant such an order.

68. In this case, while the parties do not have an agreement that a judgment of the court shall be entered upon the arbitration award at issue, the “binding” arbitration award was issued pursuant to the federal NSA. 42 U.S.C. § 300gg-111(c)(5)(E)(i)(I).

69. Indeed, federal courts have affirmed their authority to confirm arbitration awards issued pursuant to the NSA under 9 U.S.C. § 9. *See, e.g., GPS of N.J. M.D. v. Horizon Blue Cross & Blue Shield*, No. 22-6614 (KM) (JBC), 2023 U.S. Dist. LEXIS 159460, at *1 (D.N.J. Sep. 8, 2023) (granting Horizon Blue Cross & Blue Shield’s cross-motion to confirm an NSA entity award under 9 U.S.C. § 9 because the language of the NSA indicates the NSA award is “final and binding” and, by invoking Section 10(a) of the Federal Arbitration Act, the NSA “gives the court

the authority to confirm the award”); *see also Worldwide Aircraft Servs. Inc. v. Worldwide Ins. Servs., LLC*, No. 8:24-CV-840-TPB-CPT, 2024 U.S. Dist. LEXIS 167943, at *1 (M.D. Fla. Sep. 18, 2024) (confirming an NSA award under 9 U.S.C. § 9).

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

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

- a. DISP-878778: \$97,500.00
- b. DISP-2001877: \$5,535.84
- c. DISP-2001876: \$5,535.84
- d. DISP-2001874: \$7,700.00
- e. DISP-2001871: \$26,296.31

COUNT TWO

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

72. Plaintiff repeats and realleges the allegations set forth in paragraphs 1 through 79 of the Complaint as if fully set forth herein.

73. Under the NSA, a party is permitted to initiate the federal IDR process after a mandatory thirty-day negotiation period if the parties are unable to agree on the out-of-network rate for medical services. 42 U.S.C. § 300gg-111(c)(1-5).

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

75. The CIDREs assigned to these disputes, made the following determinations:

- i. DISP-878778: awarding Plaintiff \$97,500.00, due April 5, 2024
- ii. DISP-2001877: awarding Plaintiff \$5,535.84, due January 18, 2025
- iii. DISP-2001876: awarding Plaintiff \$5,535.84, due January 18, 2025
- iv. DISP-2001874: awarding Plaintiff \$7,700.00, due January 18, 2025

v. DISP-2001871: awarding Plaintiff \$26,296.31, due January 18, 2025

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

77. As of the date of the filing of this Complaint, Defendant has failed to remit any of the arbitration payments to Plaintiff.

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

79. Accordingly, due to Defendant's failure to comply with the NSA's requirements, Plaintiff has been damaged in the total amount of \$142,567.99.

CLAIM FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendant as follows:

- A. For an Order confirming the arbitration awards as follows:
 - i. DISP-878778: \$97,500.00
 - ii. DISP-2001877: \$5,535.84
 - iii. DISP-2001876: \$5,535.84
 - iv. DISP-2001874: \$7,700.00
 - v. DISP-2001871: \$26,296.31
- B. For an Order directing Defendant to pay Plaintiff \$142,567.99;
- C. For attorney's fees, interest, and costs of suit; and
- D. For such other and further relief as the Court may deem just and equitable.

Dated: Fair Lawn, New Jersey
March 27, 2025

GOTTLIEB & GREENSPAN, LLC
Attorneys for Plaintiff

By: /s/ James Greenspan
James Greenspan
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Exhibit A

IDR dispute status: Payment Determination Made
IDR reference number: DISP-878778

Federal Hearings and Appeals Services, Inc. has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-878778** and has determined that Richard Agag 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 **\$97,500.00** offered by Richard Agag is the appropriate out-of-network rate for the item or service 19364 on claim number 4682328298918 under this dispute.

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

Richard Agag submitted an offer of \$97,500.00

Cigna submitted an offer of \$421.25

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

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

Final Determination Rationale

After a 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, Richard Agag's offer best represents the value of the services that are the subject of this unique payment determination.

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

- Demonstration of the parties' good faith efforts (or lack thereof) to enter into network agreements with each other, and, if applicable, contracted rates during the previous 4 plan years
- The market share held by the provider or facility or the plan or issuer in the geographic region in which the qualified IDR item or service was provided
- Additional information submitted by a party (ex: information on down coding or additional information requested by the certified IDR entity)
- The acuity of the participant, beneficiary, or enrollee, receiving the qualified IDR item or service, or the complexity of furnishing the qualified IDR item or service to the participant, beneficiary, or enrollee
- The level of training/experience/quality/outcomes measurements of the provider or facility that furnished the qualified IDR item or service

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.

The Non-Initiating Party objected to not receiving the Open Negotiation Notice for the dispute. Supporting documentation was submitted showing the date when the open negotiation period was completed; and documentation that confirms the open negotiation start date. After reviewing the submitted documentation, FHAS has determined that the Open Negotiation period and the submission of the Notice were within CMS timeframes. Therefore, the objection was overruled.

Next Step:

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

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

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

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. Federal Hearings and Appeals Services, Inc. has determined that Cigna is the non-prevailing party in DISP-878778 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 Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

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

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

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

The initiating party with respect to dispute number DISP-878778 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was Cigna. The 90-calendar day cooling off period begins on March 6, 2024 . Please retain this information for your records.

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

Resources

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

Contact information

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

Thank you,

Federal Hearings and Appeals Services, Inc.

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Exhibit B

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

IDR reference number: DISP-2001877

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2001877** and has determined that Richard Agag is the prevailing party in this dispute.

Because only one party, Richard Agag , submitted an offer and paid the corresponding fees, ProPeer Resources, LLC has determined that the out-of-network payment amount of \$5,535.84 offered by Richard Agag is the appropriate out-of-network rate for the item or service 35703 on claim number 4682422201002 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. ProPeer Resources, LLC did not receive an offer and/or fees from CIGNA . As a result, the certified IDR entity has found in favor of Richard Agag , the only party to submit an offer and fees.

Next Step:

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

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

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

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that CIGNA is the non-prevailing party in DISP-2001877 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 Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

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

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

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

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

The initiating party with respect to dispute number DISP-2001877 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was CIGNA. The 90-calendar day cooling off period begins on December 19, 2024 . Please retain this information for your records.

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

Resources

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

Contact information

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

Thank you,

ProPeer Resources, LLC

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Exhibit C

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

IDR reference number: DISP-2001876

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2001876** and has determined that Richard Agag is the prevailing party in this dispute.

Because only one party, Richard Agag , submitted an offer and paid the corresponding fees, ProPeer Resources, LLC has determined that the out-of-network payment amount of \$5,535.84 offered by Richard Agag is the appropriate out-of-network rate for the item or service 35703 on claim number 4682422201002 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. ProPeer Resources, LLC did not receive an offer and/or fees from CIGNA . As a result, the certified IDR entity has found in favor of Richard Agag , the only party to submit an offer and fees.

Next Step:

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

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

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

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that CIGNA is the non-prevailing party in DISP-2001876 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 Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

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

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

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

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

The initiating party with respect to dispute number DISP-2001876 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was CIGNA. The 90-calendar day cooling off period begins on December 19, 2024 . Please retain this information for your records.

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

Resources

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

Contact information

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

Thank you,

ProPeer Resources, LLC

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Exhibit D

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

IDR reference number: DISP-2001874

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2001874** and has determined that Richard Agag is the prevailing party in this dispute.

Because only one party, Richard Agag , submitted an offer and paid the corresponding fees, ProPeer Resources, LLC has determined that the out-of-network payment amount of \$7,700.00 offered by Richard Agag is the appropriate out-of-network rate for the item or service 15002 on claim number 4682422201002 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. ProPeer Resources, LLC did not receive an offer and/or fees from CIGNA . As a result, the certified IDR entity has found in favor of Richard Agag , the only party to submit an offer and fees.

Next Step:

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

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

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that CIGNA is the non-prevailing party in DISP-2001874 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 Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

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

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

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

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

The initiating party with respect to dispute number DISP-2001874 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was CIGNA. The 90-calendar day cooling off period begins on December 19, 2024 . Please retain this information for your records.

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

Resources

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

Contact information

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

Thank you,

ProPeer Resources, LLC

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Exhibit E

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

IDR reference number: DISP-2001871

ProPeer Resources, LLC has reviewed your Federal Independent Dispute Resolution (IDR) dispute with reference number **DISP-2001871** and has determined that Richard Agag is the prevailing party in this dispute.

Because only one party, Richard Agag , submitted an offer and paid the corresponding fees, ProPeer Resources, LLC has determined that the out-of-network payment amount of \$26,296.31 offered by Richard Agag is the appropriate out-of-network rate for the item or service 32900 on claim number 4682422201002 under this dispute.

Final Determination Rationale

The certified IDR entity requested fees and offers from both parties, however, the certified IDR entity did not receive an offer and/or fees from one party. As a result, the certified IDR entity has found in favor of the party that submitted an offer and fees. ProPeer Resources, LLC did not receive an offer and/or fees from CIGNA . As a result, the certified IDR entity has found in favor of Richard Agag , the only party to submit an offer and fees.

Next Step:

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

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

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

NOTE: The non-prevailing party is ultimately responsible for the certified IDR entity fee, which is retained by the certified IDR entity for the services performed. ProPeer Resources, LLC has determined that CIGNA is the non-prevailing party in DISP-2001871 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 Richard Agag by the certified IDR entity within 30 business days of the date of this notification.

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

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

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

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

The initiating party with respect to dispute number DISP-2001871 was Richard Agag. The initiating party’s TIN is 474541206. The non-initiating party was CIGNA. The 90-calendar day cooling off period begins on December 19, 2024 . Please retain this information for your records.

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

Resources

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Contact information

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Thank you,

ProPeer Resources, LLC

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