

Case Nos. 85525 & 85656

In the Supreme Court of Nevada

UNITED HEALTHCARE INSURANCE COMPANY;
UNITED HEALTH CARE SERVICES, INC.; UMR, INC.;
SIERRA HEALTH AND LIFE INSURANCE COMPANY,
INC.; and HEALTH PLAN OF NEVADA, INC.,

Appellants,

vs.

FREMONT EMERGENCY SERVICES (MANDAVIA),
LTD.; TEAM PHYSICIANS OF NEVADA-MANDAVIA,
P.C.; and CRUM STEFANKO AND JONES, LTD.,

Respondents.

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Case No. 85525

UNITED HEALTHCARE INSURANCE COMPANY;
UNITED HEALTH CARE SERVICES, INC.; UMR, INC.;
SIERRA HEALTH AND LIFE INSURANCE COMPANY,
INC.; and HEALTH PLAN OF NEVADA, INC.,

Petitioners,

vs.

THE EIGHTH JUDICIAL DISTRICT COURT of the State
of Nevada, in and for the County of Clark; and the
Honorable NANCY L. ALLF, District Judge,

Respondents,

vs.

FREMONT EMERGENCY SERVICES (MANDAVIA),
LTD.; TEAM PHYSICIANS OF NEVADA-MANDAVIA,
P.C.; and CRUM STEFANKO AND JONES, LTD.,

Real Parties in Interest.

Case No. 85656

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441	Supplemental Appendix of Exhibits to Motion to Seal Certain Confidential Trial Exhibits – Volume 3 of 18 (Filed Under Seal)	12/24/21	115 116	28,485–28,643 28,644–28,742
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CERTIFICATE OF SERVICE

I certify that on April 18, 2023, I submitted the foregoing appendix for filing *via* the Court's eFlex electronic filing system.

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I further certify that I served a copy of this document by mailing a true and correct copy thereof, postage prepaid, at Las Vegas, Nevada, addressed as follows:

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DISTRICT COURT JUDGE – DEPT. 27
200 Lewis Avenue
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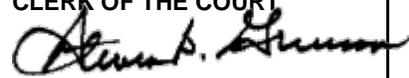
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CASE NO: A-19-792978-C
Department 9

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD.,** a Nevada professional
19 corporation,

Case No.:
Dept. No.:

20 Plaintiff,

21 vs.

COMPLAINT

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY,** a Connecticut corporation;
24 **UNITED HEALTH CARE SERVICES INC.,**
25 dba **UNITEDHEALTHCARE,** a Minnesota
26 corporation; **UMR, INC.,** dba **UNITED**
27 **MEDICAL RESOURCES,** a Delaware
28 corporation; **OXFORD HEALTH PLANS,**
INC., a Delaware corporation; **SIERRA**
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC., a
Nevada corporation; **HEALTH PLAN OF**
NEVADA, INC., a Nevada corporation; **DOES**
1-10; **ROE ENTITIES 11-20,**

Business Court Requested
(EDCR 1.61(a)(2)(ii))
Exempt From Arbitration: In Excess of
\$50,000, Declaratory and
Injunctive Relief Requested

Jury Trial Demanded

Defendants.

Plaintiff Fremont Emergency Services (Mandavia), Ltd. (“Fremont” or “Plaintiff”) as
and for its Complaint against defendants United Healthcare Insurance Company (“UHCIC”) and
its affiliates United Health Care Services Inc. dba UnitedHealthcare (“UHC Services”); UMR,
Inc. dba United Medical Resources (“UMR”); Oxford Benefit Management, Inc. (“Oxford”

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1 together with UHC Services and UMR, the “UHC Affiliates” and with UHCIC, the “UH
2 Parties”); Sierra Health and Life Insurance Company, Inc. (“Sierra Health”); Sierra Health-Care
3 Options, Inc. (“Sierra Options” and together with Sierra Health, the “Sierra Affiliates”); Health
4 Plan of Nevada, Inc. (“HPN”) (collectively “United HealthCare”) hereby complains and alleges
5 as follows:

6 **NATURE OF THIS ACTION**

7 1. This action arises out of a dispute concerning the rate at which United HealthCare
8 reimburses Fremont for the emergency medicine services it has already provided, and continues
9 to provide, to patients covered under the health plans underwritten, operated, and/or
10 administered by United HealthCare (the “Health Plans”) (Health Plan beneficiaries for whom
11 Fremont performed covered services that were not reimbursed correctly shall be referred to as
12 “Patients”).¹

13 **PARTIES**

14 2. Plaintiff Fremont Emergency Services (Mandavia), Ltd. (“Fremont”) is a
15 professional emergency medicine services group practice that staffs the emergency departments
16 at ER at Aliante; ER at The Lakes; Mountainview Hospital; Dignity Health – St. Rose
17 Dominican Hospitals, Rose de Lima Campus; Dignity Health – St. Rose Dominican Hospitals,
18 San Martin Campus; Dignity Health – St. Rose Dominican Hospitals, Siena Campus; Southern
19 Hills Hospital and Medical Center; and Sunrise Hospital and Medical Center located throughout
20 Clark County, Nevada.

21 3. Defendant United HealthCare Insurance Company (“UHCIC”) is a Connecticut
22 corporation with its principal place of business in Connecticut. UHCIC is responsible for
23 administering and/or paying for certain emergency medical services at issue in the litigation. On
24

25
26 ¹ Fremont does not assert any causes of action with respect to any Patient whose health
27 insurance was issued under Medicare Part C (Medicare Advantage) or is provided under the
28 Federal Employee Health Benefits Act (FEHBA). Thus, there is no basis to remove this lawsuit
to federal court under federal question jurisdiction. Fremont also does not assert any claims
relating to United HealthCare’s managed Medicaid business.

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1 information and belief, United HealthCare Insurance Company is a licensed Nevada health and
2 life insurance company.

3 4. Defendant United HealthCare Services, Inc. dba UnitedHealthcare (“UHC
4 Services”) is a Minnesota corporation with its principal place of business in Connecticut and
5 affiliate of UHCIC. UHC Services is responsible for administering and/or paying for certain
6 emergency medical services at issue in the litigation. On information and belief, United
7 HealthCare Services, Inc. is a licensed Nevada health insurance company.

8 5. Defendant UMR, Inc. dba United Medical Resources (“UMR”) is a Delaware
9 corporation with its principal place of business in Connecticut and affiliate of UHCIC. UMR is
10 responsible for administering and/or paying for certain emergency medical services at issue in
11 the litigation. On information and belief, UMR is a licensed Nevada health insurance company.

12 6. Defendant Oxford Health Plans, Inc. (“Oxford”) is a Delaware corporation with
13 its principal place of business in Connecticut and affiliate of UHCIC. Oxford is responsible for
14 administering and/or paying for certain emergency medical services at issue in the litigation.

15 7. Defendant Sierra Health and Life Insurance Company, Inc. is a Nevada
16 corporation and affiliate of UHCIC. Sierra Health is responsible for administering and/or
17 paying for certain emergency medical services at issue in the litigation. On information and
18 belief, Sierra Health is a licensed Nevada health insurance company.

19 8. Defendant Sierra Health-Care Options, Inc. (“Sierra Options”) is a Nevada
20 corporation and affiliate of UHCIC. Sierra Options is responsible for administering and/or
21 paying for certain emergency medical services at issue in the litigation. On information and
22 belief, Sierra Options is a licensed Nevada health insurance company.

23 9. Defendant Health Plan of Nevada, Inc. (“HPN”) is a Nevada corporation and
24 affiliate of UHCIC. HPN is responsible for administering and/or paying for certain emergency
25 medical services at issue in the litigation. On information and belief, HPN is a licensed Nevada
26 Health Maintenance Organization (“HMO”).

27 10. There may be other persons or entities, whether individuals, corporations,
28 associations, or otherwise, who are or may be legally responsible for the acts, omissions,

1 circumstances, happenings, and/or the damages or other relief requested by this Complaint. The
2 true names and capacities of Does 1-10 and Roes Entities 11-20 are unknown to Fremont, who
3 sues those defendants by such fictitious names. Fremont will seek leave of this Court to amend
4 this Complaint to insert the proper names of the defendant Doe and Roe Entities when such
5 names and capacities become known to Fremont.

6 **JURISDICTION AND VENUE**

7 11. The amount in controversy exceeds the sum of fifteen thousand dollars
8 (\$15,000.00), exclusive of interest, attorneys' fees and costs.

9 12. Venue is proper in Clark County, Nevada pursuant to NRS 13.010(1), NRS
10 13.020 and NRS 13.040.

11 **FACTS COMMON TO ALL CAUSES OF ACTION**

12 *Fremont Provides Necessary Emergency Care*

13 13. This is an action for damages stemming from United HealthCare's failure to
14 properly reimburse Fremont for emergency services provided to members of their Health Plans.

15 14. Fremont is a professional practice group of emergency medicine physicians and
16 healthcare providers that provides emergency medicine services 24 hours per day, 7 days per
17 week to patients presenting to the emergency departments at hospitals and other facilities in
18 Nevada staffed by Fremont. Fremont provides emergency department services at eight hospitals
19 located in Clark County, Nevada.

20 15. Fremont and the hospitals whose emergency departments it staffs are obligated
21 by both federal and Nevada law to examine any individual visiting the emergency department
22 and to provide stabilizing treatment to any such individual with an emergency medical
23 condition, regardless of the individual's insurance coverage or ability to pay. *See* Emergency
24 Medical Treatment and Active Labor Act (EMTALA), 42 U.S.C. § 1395dd; NRS 439B.410.
25 Fremont fulfills this obligation for the hospitals which its staffs. In this role, Fremont's
26 physicians provide emergency medicine services to all patients, regardless of insurance coverage
27 or ability to pay, including to patients with insurance coverage issued, administered and/or
28 underwritten by United HealthCare.

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1 16. Upon information and belief, United HealthCare operates an HMO under NRS
2 Chapter 695C, and is an insurer under NRS Chapters 679A, 689A (Individual Health Insurance),
3 689B (Group and Blanket Health Insurance), 689C (Health Insurance for Small Employers) and
4 695G (Managed Care Organization). United HealthCare provides, either directly or through
5 arrangements with providers such as hospitals and Fremont, healthcare benefits to its members.

6 17. There is no written agreement between United HealthCare and Fremont for the
7 healthcare claims at issue in this litigation; Fremont is therefore designated as “non-
8 participating” or “out-of-network” for all of the claims at issue in this litigation.
9 Notwithstanding the lack of a written agreement, an implied-in-fact agreement exists between
10 the parties.

11 18. Fremont regularly provides emergency services to United HealthCare’s health
12 plan members.

13 19. Relevant to this action, from July 1, 2017 through the present, Fremont has
14 provided emergency medicine services to United HealthCare’s members as follows: ER at
15 Aliante (approximately July 2017-present); ER at The Lakes (approximately July 2017-present);
16 Mountainview Hospital (approximately July 2017-present); Dignity Health – St. Rose
17 Dominican Hospitals, Rose de Lima Campus (approximately July 2017-October 2018); Dignity
18 Health – St. Rose Dominican Hospitals, San Martin Campus approximately (July 2017-October
19 2018); Dignity Health – St. Rose Dominican Hospitals, Siena Campus (approximately July
20 2017-October 2018); Southern Hills Hospital and Medical Center (approximately July 2017-
21 present); and Sunrise Hospital and Medical Center (approximately July 2017-present).

22 20. Beginning on July 1, 2017, the UHC Parties arbitrarily began drastically reducing
23 the rates at which they paid Fremont for emergency services for some claims, but not others.
24 The UHC Parties paid some of the claims for emergency services rendered by Fremont at far
25 below the usual and customary rates, yet paid other substantially identical claims submitted by
26 Fremont at higher rates.

27 21. Upon information and belief, among other things, the UH Parties generally pay
28 lower reimbursement rates for services provided to members of their fully insured plans and

1 authorize payment at higher reimbursement rates for services provided to members of self-
2 insured plans or those plans under which they provide administrator services only.

3 ***United HealthCare Has Underpaid Fremont for Emergency Services***

4 22. Despite not participating in United HealthCare's "provider network" for the times
5 identified herein, Fremont has continued to provide emergency medicine treatment, as required
6 by law, to patients covered by United HealthCare's plans who seek care at the emergency
7 departments where they provide coverage.

8 23. In emergency situations, patients are likely to go to the nearest hospital for care,
9 particularly if they are transported by ambulance. Patients facing an emergency situation are
10 unlikely to have the luxury of determining which hospitals and physicians are in-network under
11 their health plan. United HealthCare is obligated to reimburse Fremont at the usual and
12 customary rate for emergency services Fremont provided to its Patients, or alternatively for the
13 reasonable value of the services provided.

14 24. United HealthCare's members have received a wide variety of emergency
15 services (in some instances, life-saving services) from Fremont's physicians: treatment of
16 conditions ranging from cardiac arrest, to broken limbs, to burns, to diabetic ketoacidosis and
17 shock, to gastric and/or obstetrical distress.

18 25. From July 2017 to the present, Fremont provided treatment for emergency
19 services to more than 10,800 Patients who were members in United HealthCare's Health Plans.
20 The total underpayment amount for these related claims is in excess of the jurisdictional
21 threshold of \$15,000.00 and continues to grow. United HealthCare has likewise failed to
22 attempt in good faith to effectuate a prompt, fair, and equitable settlement of these claims.

23 26. During this same period, July 2017 to the present, United HealthCare paid some
24 claims at an appropriate rate and others at a significantly reduced rate which is demonstrative of
25 an arbitrary and selective program and motive or intent to unjustifiably reduce the overall
26 amount United Healthcare pays to Fremont. Upon information and belief, United Healthcare
27 has implemented this program to coerce, influence and leverage business discussions regarding
28 the potential for Fremont to become a participating provider.

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27. For each of the healthcare claims at issue in this litigation, United HealthCare determined the claim was payable; however, it paid the claim at an artificially reduced rate. Thus, the claims at issue involve no questions of whether the claim is payable; rather, they involve only a determination of whether United HealthCare paid the claim at the required usual and customary rate, which it did not.

28. United HealthCare has failed to attempt in good faith to effectuate a prompt, fair, and equitable settlement of the subject claims.

29. Fremont brings this action to compel United HealthCare to pay it the usual and customary rate or alternatively for the reasonable value of the professional emergency medical services for the for the emergency services that it provided and will continue to provide Members.

30. Fremont has adequately contested the unsatisfactory rate of payment received from the UH Parties in connection with the claims that are the subject of this action.

31. All conditions precedent to the institution and maintenance of this action have been performed, waived, or otherwise satisfied.

FIRST CLAIM FOR RELIEF

(Breach of Implied-in-Fact Contract – UH Parties)

32. Fremont incorporates herein by reference the allegations set forth in the preceding paragraphs as if fully set forth herein.

33. At all material times, Fremont was obligated under federal and Nevada law to provide emergency medicine services to all patients presenting at the emergency departments they staff, including United HealthCare Patients.

34. At all material times, the UH Parties knew that Fremont was non-participating emergency medicine groups that provided emergency medicine services to Patients.

35. From July 1, 2017 to the present, Fremont has undertaken to provide emergency medicine services to UH Parties’ Patients, and the UH Parties have undertaken to pay for such services provided to UH Parties’ Patients.

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1 36. At all material times, the UH Parties were aware that Fremont was entitled to and
2 expected to be paid at rates in accordance with the standards established under Nevada law.

3 37. At all material times, the UH Parties have received Fremont’s bills for the
4 emergency medicine services Fremont has provided and continue to provide to UH Parties’
5 Patients, and the UH Parties have consistently adjudicated and paid, and continue to adjudicate
6 and pay, Fremont directly for the non-participating claims, albeit at amounts less than usual and
7 customary.

8 38. Through the parties’ conduct and respective undertaking of obligations
9 concerning emergency medicine services provided by Fremont to the UH Parties’ Patients, the
10 parties implicitly agreed, and Fremont had a reasonable expectation and understanding, that the
11 UH Parties would reimburse Fremont for non-participating claims at rates in accordance with
12 the standards acceptable under Nevada law and in accordance with rates the UH Parties pay for
13 other substantially identical claims also submitted by Fremont.

14 39. Under Nevada common law, including the doctrine of quantum meruit, the UH
15 Parties, by undertaking responsibility for payment to Fremont for the services rendered to
16 United HealthCare Patients, impliedly agreed to reimburse Plaintiffs at rates, at a minimum,
17 equivalent to the reasonable value of the professional emergency medical services provided by
18 Fremont.

19 40. The UH Parties, by undertaking responsibility for payment to Fremont for the
20 services rendered to the UH Parties’ Patients, impliedly agreed to reimburse Fremont at rates, at
21 a minimum, equivalent to the usual and customary rate or alternatively for the reasonable value
22 of the professional emergency medical services provided by Fremont.

23 41. In breach of its implied contract with Fremont, the UH Parties have and continue
24 to systemically adjudicate the non-participating claims at rates substantially below both the
25 usual and customary fees in the geographic area and the reasonable value of the professional
26 emergency medical services provided by Fremont to the UH Parties’ Patients.

27 42. Fremont has performed all obligations under its implied contract with the UH
28 Parties concerning emergency medical services to be performed for Patients.

1 43. At all material times, all conditions precedent have occurred that were necessary
2 for the UH Parties to perform their obligations under their implied contract to pay Fremont for
3 the non-participating claims, at a minimum, based upon the “usual and customary fees in that
4 locality” or the reasonable value of Fremont’s professional emergency medicine services

5 44. Fremont did not agree that the lower reimbursement rates paid by UH Parties
6 were reasonable or sufficient to compensate Fremont for the emergency medical services
7 provided to Patients.

8 45. Fremont has suffered damages in an amount equal to the difference between the
9 amounts paid by the UH Parties and the usual and customary fees professional emergency
10 medicine services in the same locality, that remain unpaid by the UH Parties through the date of
11 trial, plus Fremont’s loss of use of that money; or in an amount equal to the difference between
12 the amounts paid by the UH Parties and the reasonable value of its professional emergency
13 medicine services, that remain unpaid by the UH Parties through the date of trial, plus Fremont’s
14 loss of use of that money.

15 46. As a result of the UH Parties’ breach of the implied contract to pay Fremont for
16 the non-participating claims at the rates required by Nevada law, Fremont has suffered injury
17 and is entitled to monetary damages from the UH Parties to compensate it for that injury in an
18 amount in excess of \$15,000.00, exclusive of interest, costs and attorneys’ fees, the exact
19 amount of which will be proven at the time of trial.

20 47. Fremont has been forced to retain counsel to prosecute this action and is entitled
21 to receive their costs and attorneys’ fees incurred herein.

SECOND CLAIM FOR RELIEF

(Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing – UH Parties)

24 48. Fremont incorporates herein by reference the allegations set forth in the
25 preceding paragraphs as if fully set forth herein.

26 49. Fremont and the UH Parties had a valid implied-in-fact contract as alleged herein.

27 50. A special element of reliance or trust between Fremont and the UH Parties, such
28 that, the UH Parties were in a superior or entrusted position of knowledge.

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51. That Fremont did all or substantially all of its obligations pursuant to the implied-in-fact contract.

52. By paying substantially low rates that did not reasonably compensate Fremont the usual and customary rate or alternatively for the reasonable value of the services provide, the UH Parties performed in a manner that was unfaithful to the purpose of the implied-in-fact contract, or deliberately contravened the intention and sprit of the contract.

53. That the UH Parties' conduct was a substantial factor in causing damage to Fremont.

54. As a result of the UH Parties' tortious breach of the implied covenant of good faith and fair dealing, Fremont has suffered injury and is entitled to monetary damages from the UH Parties to compensate it for that injury in an amount in excess of \$15,000.00, exclusive of interest, costs and attorneys' fees, the exact amount of which will be proven at the time of trial.

55. The acts and omissions of the UH Parties as alleged herein were attended by circumstances of malice, oppression and/or fraud, thereby justifying an award of punitive or exemplary damages in an amount to be proven at trial.

56. Fremont has been forced to retain counsel to prosecute this action and is entitled to receive their costs and attorneys' fees incurred herein.

THIRD CLAIM FOR RELIEF

(Alternative Claim for Unjust Enrichment – UH Parties)

57. Fremont incorporates herein by reference the allegations set forth in the preceding paragraphs as if fully set forth herein.

58. Fremont rendered valuable emergency services to the Patients.

59. The UH Parties received the benefit of having their healthcare obligations to their plan members discharged and their members received the benefit of the emergency care provided to them by Fremont.

60. As insurers or plan administrators, the UH Parties were reasonably notified that emergency medicine service providers such as Fremont would expect to be paid by the UH Parties for the emergency services provided to Patients.

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61. The UH Parties accepted and retained the benefit of the services provided by Fremont at the request of the members of its Health Plans, knowing that Fremont expected to be paid a usual and customary fee based on locality, or alternatively for the reasonable value of services provided, for the medically necessary, covered emergency medicine services it performed for the UH Parties' Patients.

62. The UH Parties have received a benefit from Fremont's provision of services to its Patients and the resulting discharge of their healthcare obligations owed to their Patients.

63. Under the circumstances set forth above, it is unjust and inequitable for the UH Parties to retain the benefit they received without paying the value of that benefit; i.e., by paying Fremont at usual and customary rates, or alternatively for the reasonable value of services provided, for the claims that are the subject of this action and for all emergency medicine services that Fremont will continue to provide to United HealthCare's members.

64. Fremont seeks compensatory damages in an amount which will continue to accrue through the date of trial as a result of United Healthcare's continuing unjust enrichment.

65. As a result of the UH Parties' actions, Fremont has been damaged in an amount in excess of \$15,000.00, exclusive of interest, costs and attorneys' fees, the exact amount of which will be proven at the time of trial.

66. Fremont sues for the damages caused by the UH Parties' conduct and is entitled to recover the difference between the amount the UH Parties paid for emergency care Fremont rendered to its members and the reasonable value of the service that Fremont rendered to the UH Parties by discharging their obligations to their plan members.

67. As a direct result of the UH Parties' acts and omissions complained of herein, it has been necessary for Fremont to retain legal counsel and others to prosecute its claims. Fremont is thus entitled to an award of attorneys' fees and costs of suit incurred herein.

FOURTH CLAIM FOR RELIEF

(Violation of NRS 686A.020 and 686A.310 – UH Parties)

68. Fremont incorporates herein by reference the allegations set forth in the preceding paragraphs as if fully set forth herein.

1 69. The Nevada Insurance Code prohibits an insurer from engaging in an unfair
2 settlement practices. NRS 686A.020, 686A.310.

3 70. One prohibited unfair claim settlement practice is “[f]ailing to effectuate prompt,
4 fair and equitable settlements of claims in which liability of the insurer has become reasonably
5 clear.” NRS 686A.310(1)(e).

6 71. As detailed above, the UH Parties have failed to comply with NRS
7 686A.310(1)(e) by failing to pay Fremont’s medical professionals the usual and customary rate
8 for emergency care provided to UH Parties’ members. By failing to pay Fremont’s medical
9 professionals the usual and customary rate the UH Parties have violated NRS 686A.310(1)(e)
10 and committed an unfair settlement practice.

11 72. Fremont is therefore entitled to recover the difference between the amount the
12 UH Parties paid for emergency care Fremont rendered to their members and the usual and
13 customary rate, plus court costs and attorneys’ fees.

14 73. Fremont is entitled to damages in an amount in excess of \$15,000.00, exclusive
15 of interest, costs and attorneys’ fees, the exact amount of which will be proven at the time of
16 trial.

17 74. The UH Parties have acted in bad faith regarding their obligation to pay the usual
18 and customary fee; therefore, Fremont is entitled to recover punitive damages against the UH
19 Parties.

20 75. As a direct result of the UH Parties’ acts and omissions complained of herein, it
21 has been necessary for Fremont to retain legal counsel and others to prosecute its claims.
22 Fremont is thus entitled to an award of attorneys’ fees and costs of suit incurred herein.

FIFTH CLAIM FOR RELIEF

(Violations of Nevada Prompt Pay Statutes & Regulations - UH Parties)

25 76. Fremont incorporates herein by reference the allegations set forth in the
26 preceding paragraphs as if fully set forth herein.

27 77. The Nevada Insurance Code requires an HMO, MCO or other health insurer to
28 pay a healthcare provider’s claim within 30 days of receipt of a claim. NRS 683A.0879 (third

1 party administrator), NRS 689A.410 (Individual Health Insurance), NRS 689B.255 (Group and
2 Blanket Health Insurance), NRS 689C.485 (Health Insurance for Small Employers), NRS
3 695C.185 (HMO), NAC 686A.675 (all insurers) (collectively, the “NV Prompt Pay Laws”).
4 Thus, for all submitted claims, the UH Parties were obligated to pay Fremont the usual and
5 customary rate within 30 days of receipt of the claim.

6 78. Despite this obligation, as alleged herein, the UH Parties have failed to reimburse
7 Fremont at the usual and customary rate within 30 days of the submission of the claim. Indeed,
8 the UH Parties failed to reimburse Fremont at the usual and customary rate at all. Because the
9 UH Parties have failed to reimburse Fremont at the usual and customary rate within 30 days of
10 submission of the claims as the Nevada Insurance Code requires, the UH Parties are liable to
11 Fremont for statutory penalties.

12 79. For all claims payable by plans that the UH Parties insure wherein it failed to pay
13 at the usual and customary fee within 30 days, UH Parties is liable to Fremont for penalties as
14 provided for in the Nevada Insurance Code.

15 80. Additionally, the UH Parties have violated NV Prompt Pay Laws, by among
16 things, only paying part of the subject claims that have been approved and are fully payable.

17 81. Fremont seeks penalties payable to it for late-paid and partially paid claims under
18 the NV Prompt Pay Laws.

19 82. Fremont is entitled to damages in an amount in excess of \$15,000.00 to be
20 determined at trial, including for its loss of the use of the money and its attorneys' fees.

21 83. Under the Nevada Insurance Code and NV Prompt Pay Laws, Fremont is also
22 entitled to recover its reasonable attorneys' fees and costs.

SIXTH CLAIM FOR RELIEF

(Consumer Fraud & Deceptive Trade Practices Acts – UH Parties)

25 84. Fremont incorporates herein by reference the allegations set forth in the
26 preceding paragraphs as if fully set forth herein.

27 85. The Nevada Deceptive Trade Practices Act (DTPA) prohibits the UH Parties
28 from engaging in “deceptive trade practices,” including but not limited to (1) knowingly making

1 a false representation in a transaction; (2) violating “a state or federal statute or regulation
2 relating to the sale or lease of goods or services”; (3) using “coercion, duress or intimidation in a
3 transaction”; and (4) knowingly misrepresent the “legal rights, obligations or remedies of a party
4 to a transaction.” NRS 598.0915(15), 598.0923(3), 598.0923(4), NRS 598.092(8), respectively.

5 86. The Nevada Consumer Fraud Statute provides that a legal action “may be
6 brought by any person who is a victim of consumer fraud.” NRS 41.600(1). “Consumer fraud”
7 includes a deceptive trade practice as defined by the DTPA.

8 87. The UH Parties have violated the DTPA and the Consumer Fraud Statute through
9 their acts, practices, and omissions described above, including but not limited to (a) wrongfully
10 refusing to pay Fremont for the medically necessary, covered emergency services Fremont
11 provided to Members in order to gain unfair leverage against Fremont now that they are out-of-
12 network and in contract negotiations to potentially become a participating provider under a new
13 contract in an effort to force Fremont to accept lower amounts than it is entitled for its services;
14 and (b) engaging in systematic efforts to delay adjudication and payment of Fremont’s claims
15 for its services provided to UH Parties’ members in violation of their legal obligations

16 88. As a result of the UH Parties’ violations of the DTPA and the Consumer Fraud
17 Statute, Fremont is entitled to damages in an amount in excess of \$15,000.00 to be determined at
18 trial.

19 89. Due to the willful and knowing engagement in deceptive trade practices, Fremont
20 is entitled to recover treble damages and all profits derived from the knowing and willful
21 violation.

22 90. As a direct result of UH Parties’ acts and omissions complained of herein, it has
23 been necessary for Fremont to retain legal counsel and others to prosecute its claims. Fremont is
24 thus entitled to an award of attorneys’ fees and costs of suit incurred herein.

25 **SEVENTH CLAIM FOR RELIEF**

26 **(Declaratory Judgment – All Defendants)**

27 91. Fremont incorporates herein by reference the allegations set forth in the
28 preceding paragraphs as if fully set forth herein.

1 92. This is a claim for declaratory judgment and actual damages pursuant to NRS
2 30.010 *et seq.*

3 93. As explained above, pursuant to federal and Nevada law, United HealthCare is
4 required to cover and pay Fremont for the medically necessary, covered emergency medicine
5 services Fremont has provided and continues to provide to United HealthCare members.

6 94. Under Nevada law, United HealthCare is required to pay Fremont the usual and
7 customary rate for that emergency care. Instead of reimbursing Fremont at the usual and
8 customary rate or for the reasonable value of the professional medical services, United
9 HealthCare has reimbursed Fremont at reduced rates with no relation to the usual and customary
10 rate.

11 95. Beginning in or about July 2017, Fremont became out-of-network with the UH
12 Parties. Since then, the UH Parties have demonstrated their refusal to timely settle insurance
13 claims submitted by Fremont and have failed to pay the usual and customary rate based on this
14 locality in violation of UH Parties' obligations under the Nevada Insurance Code, the parties'
15 implied-in-fact contract and pursuant to Nevada law of unjust enrichment and quantum merit.

16 96. Beginning in or about March 2019, Fremont became out-of-network with the
17 Sierra Affiliates and HPN. Since then, upon information and belief, the Sierra Affiliates and
18 HPN are failing to timely settle insurance claims submitted by Fremont and to pay the usual and
19 customary rate based on this locality in violation of the Sierra Affiliates' and HPN's obligations
20 under the Nevada Insurance Code, the parties' implied-in-fact contract and pursuant to Nevada
21 law of unjust enrichment and quantum merit.

22 97. An actual, justiciable controversy therefore exists between the parties regarding
23 the rate of payment for Fremont's emergency care that is the usual and customary rate that
24 United HealthCare is obligated to pay.

25 98. Pursuant to NRS 30.040 and 30.050, Fremont therefore requests a declaration
26 establishing the usual and customary rates that Fremont is entitled to receive for claims between
27 July 1, 2017 and trial, as well as a declaration that the UH Parties are required to pay to Fremont
28 at a usual and customary rate for claims submitted thereafter.

1 99. Pursuant to NRS 30.040 and 30.050, Fremont therefore requests a declaration
2 establishing the usual and customary rates that Fremont is entitled to receive for claims between
3 March 1, 2019 and trial, as well as a declaration that the Sierra Affiliates and HPN are required
4 to pay to Fremont at a usual and customary rate for claims submitted thereafter.

5 100. As a direct result of United HealthCare's acts and omissions complained of
6 herein, it has been necessary for Fremont to retain legal counsel and others to prosecute its
7 claims. Fremont is thus entitled to an award of attorneys' fees and costs of suit incurred herein.

8 **REQUEST FOR RELIEF**

9 WHEREFORE, Fremont requests the following relief:

10 A. For awards of general and special damages in amounts in excess of \$15,000.00,
11 the exact amounts of which will be proven at trial;

12 B. For an award of punitive damages, the exact amount of which will be proven at
13 trial;

14 C. A Declaratory Judgment that United HealthCare's failure to pay Fremont a usual
15 and customary fee or rate for this locality or alternatively, for the reasonable value of its services
16 violates the Nevada Insurance Code, breaches the parties' implied-in-fact contract, is a tortious
17 breach of the implied covenant of good faith and fair dealing, and violates Nevada common law;

18 D. An Order permanently enjoining United HealthCare from paying rates that do not
19 represent usual and customary fees or rates for this locality or alternatively, that do not
20 compensate Fremont for the reasonable value of its services; and enjoining United HealthCare
21 from timely paying claims that are not in conformity with Nevada's Prompt Pay statutes and
22 regulations;

23 E. Reasonable attorneys' fees and court costs;

24 F. Pre-judgment and post-judgment interest; and

25 G. Such other and further relief as the Court may deem just and proper.

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JURY DEMAND

Fremont hereby demands trial by jury on all issues so triable.

DATED this 15th day of April, 2019.

McDONALD CARANO LLP

By: /s/ Pat Lundvall

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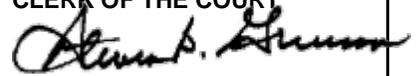
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7 *Attorneys for Plaintiff Fremont Emergency*
8 *Services (Mandavia), Ltd.*

9
10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 FREMONT EMERGENCY SERVICES
13 (MANDAVIA), LTD., a Nevada professional
corporation,

14 Plaintiff,

15 vs.

16 UNITED HEALTHCARE INSURANCE
17 COMPANY, a Connecticut corporation;
UNITED HEALTH CARE SERVICES INC.,
18 dba UNITEDHEALTHCARE, a Minnesota
corporation; UMR, INC., dba UNITED
19 MEDICAL RESOURCES, a Delaware
corporation; OXFORD HEALTH PLANS,
20 INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
21 COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
22 a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
23 DOES 1-10; ROE ENTITIES 11-20,

24 Defendants.

Case No.: A-19-792978-B
Dept. No.: 11

25
26 **PEREMPTORY CHALLENGE**
27 **OF JUDGE**

28 Pursuant to Supreme Court Rule 48.1 and EDCR 1.61(d), plaintiff Fremont Emergency Services (Mandavia), Ltd. files a Notice of Peremptory Challenge of Judge in the above-captioned matter. This case has been assigned to Business Court. See Minute Order Re: Business Court

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Designation dated April 16, 2019.

The judge to be challenged is the Honorable Elizabeth Gonzalez.

DATED this 17th day of April, 2019.

McDONALD CARANO LLP

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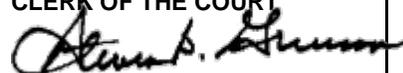
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14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FREMONT EMERGENCY SERVICES
18 (MANDAVIA), LTD., a Nevada professional
19 corporation,

20 Plaintiff,

21 vs.

22 UNITED HEALTHCARE INSURANCE
23 COMPANY, a Connecticut corporation;
24 UNITED HEALTHCARE SERVICES INC.
25 dba UNITEDHEALTHCARE, a Minnesota
26 corporation; UMR, INC. dba UNITED
27 MEDICAL RESOURCES, a Delaware
28 corporation; OXFORD HEALTH PLANS,
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

**UMR, INC. dba UNITED MEDICAL
RESOURCES**

SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ
THE INFORMATION BELOW.**

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

1 **TO THE DEFENDANT(S):**

2 **UMR, INC. dba UNITED MEDICAL RESOURCES**
3 **c/o Nevada Division of Insurance**
4 **3300 W. Sahara Avenue, Suite 275**
5 **Las Vegas, NV 89102**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **31 days** after this Summons is served,
9 exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

27 STEVEN D. GRIERSON
28 CLERK OF THE COURT

29 By: /s/ Kristen T. Gallagher
 30 PAT LUNDVALL (NSBN 3761)
 31 KRISTEN T. GALLAGHER (NSBN 9561)
 32 AMANDA M. PERACH (NSBN 12399)
 33 McDONALD CARANO LLP
 34 2300 West Sahara Avenue, Suite 1200
 35 Las Vegas, Nevada 89102
 36 Telephone: (702) 873-4100
 37 Facsimile: (702) 873-9966
 38 plundvall@mcdonaldcarano.com
 39 kgallagher@mcdonaldcarano.com
 40 aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
 Deputy Clerk Chaunte Pleasant Date
 Regional Justice Center
 200 Lewis Avenue
 Las Vegas, NV 89101

41 *Attorneys for Plaintiff Fremont Emergency*
42 *Services (Mandavia), Ltd.*

120000
McDONALD CARANO
 2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
 PHONE 702.873.4100 • FAX 702.873.9966

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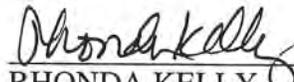
PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

UMR, Inc.
Attn: Kristin Erickson
9700 Health Care Ln., MN017-E300
Minnetonka, MN 55343
CERTIFIED MAIL NO. 7018 0680 0002 0258 3262

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22nd day of April, 2019.



RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-19-792978-B



State of Nevada, Division of Insurance
This document on which this certificate is stamped is a full, true and correct copy of the original.

Date: 4/22/19 By: Rhonda Kelly

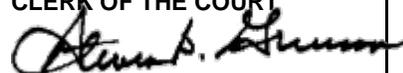
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4/25/2019 3:15 PM
Steven D. Grierson
CLERK OF THE COURT



1 PSER
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
6 2300 West Sahara Avenue, Suite 1200
7 Las Vegas, Nevada 89102
8 Telephone: (702) 873-4100
9 Facsimile: (702) 873-9966
10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FREMONT EMERGENCY SERVICES
18 (MANDAVIA), LTD., a Nevada professional
19 corporation,

20 Plaintiff,

21 vs.

22 UNITED HEALTHCARE INSURANCE
23 COMPANY, a Connecticut corporation;
24 UNITED HEALTHCARE SERVICES INC.
25 dba UNITEDHEALTHCARE, a Minnesota
26 corporation; UMR, INC. dba UNITED
27 MEDICAL RESOURCES, a Delaware
28 corporation; OXFORD HEALTH PLANS,
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

**UNITED HEALTH CARE SERVICES
INC. dba UNITEDHEALTHCARE**

SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ
THE INFORMATION BELOW.**

McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

United Healthcare Services, Inc.
Attn: Kristin Erickson
9700 Health Care Ln., MN017-E300
Minnetonka, MN 55343
CERTIFIED MAIL NO. 7018 0680 0002 0258 3279

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22nd day of April, 2019.



RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-19-792978-B



State of Nevada
This document on which this certificate is stamped is a full, true and correct copy of the original.

Date: 4/22/19 By: Rhonda Kelly

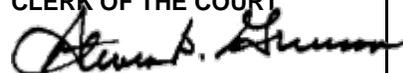
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Electronically Filed
4/25/2019 3:15 PM
Steven D. Grierson
CLERK OF THE COURT



1 **PSER**
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
6 2300 West Sahara Avenue, Suite 1200
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10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

UNITED HEALTHCARE INSURANCE
COMPANY

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ
THE INFORMATION BELOW.

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

1 **TO THE DEFENDANT(S):**

2 **UNITED HEALTHCARE INSURANCE COMPANY**
3 **c/o Nevada Division of Insurance**
4 **3300 W. Sahara Avenue, Suite 275**
5 **Las Vegas, NV 89102**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **31 days** after this Summons is served,
9 exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

27 STEVEN D. GRIERSON
28 CLERK OF THE COURT

By: /s/ Kristen T. Gallagher
 PAT LUNDVALL (NSBN 3761)
 KRISTEN T. GALLAGHER (NSBN 9561)
 AMANDA M. PERACH (NSBN 12399)
 McDONALD CARANO LLP
 2300 West Sahara Avenue, Suite 1200
 Las Vegas, Nevada 89102
 Telephone: (702) 873-4100
 Facsimile: (702) 873-9966
 plundvall@mcdonaldcarano.com
 kgallagher@mcdonaldcarano.com
 aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
 Deputy Clerk
 Regional Justice Center
 200 Lewis Avenue
 Las Vegas, NV 89101

29 *Attorneys for Plaintiff Fremont Emergency*
30 *Services (Mandavia), Ltd.*

McDONALD CARANO
 2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
 PHONE 702.873.4100 • FAX 702.873.9966

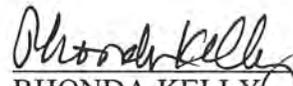
PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

United Healthcare Insurance Company
Attn: Kristin Erickson
185 Asylum St.
Hartford, CT 06103
CERTIFIED MAIL NO. 7018 0680 0002 0258 3286

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22nd day of April, 2019.



RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-19-792978-B



State of Nevada, Division of Insurance
This document on which this certificate is stamped is a full, true and correct copy of the original

Date: 4/22/19 By: Rhonda Kelly

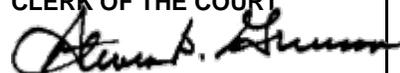
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4/30/2019 10:59 AM
Steven D. Grierson
CLERK OF THE COURT



1 **AOS**
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN
4 9561) AMANDA M. PERACH (NSBN
5 12399) McDONALD CARANO LLP
6 2300 West Sahara Avenue, Suite 1200 Las
7 Vegas, Nevada 89102
8 Telephone: (702) 873-4100
9 Facsimile: (702) 873-9966
10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

HEALTH PLAN OF NEVADA, INC.

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ THE INFORMATION BELOW.

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

1 **TO THE DEFENDANT(S):**

2 **HEALTH PLAN OF NEVADA, INC.**
3 **CT Corporation System-Registered Agent**
4 **701 South Carson Street, Suite 200**
5 **Carson City, Nevada 89701**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served
9 on you, exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

27 STEVEN D. GRIERSON
28 CLERK OF THE COURT

By: /s/ Kristen T. Gallagher
 PAT LUNDVALL (NSBN 3761)
 KRISTEN T. GALLAGHER (NSBN 9561)
 AMANDA M. PERACH (NSBN 12399)
 McDONALD CARANO LLP
 2300 West Sahara Avenue, Suite 1200
 Las Vegas, Nevada 89102
 Telephone: (702) 873-4100
 Facsimile: (702) 873-9966
 plundvall@mcdonaldcarano.com
 kgallagher@mcdonaldcarano.com
 aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
 Deputy Clerk
 Regional Justice Center
 200 Lewis Avenue
 Las Vegas, NV 89101

29 *Attorneys for Plaintiff Fremont Emergency*
30 *Services (Mandavia), Ltd.*

McDONALD CARANO
 2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
 PHONE 702.873.4100 • FAX 702.873.9966

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

DECLARATION OF SERVICE

Robert Deale, declares and says: That at all times herein declarant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceedings in which this declaration is made, and is licensed to serve process in Nevada under License #1088. That declarant received 1 copy(ies) of the **SUMMONS and COMPLAINT** in Case No. A-19-792978-B on the 22nd day of April, 2019 and served the same at 12:35 PM on the 23rd day of April, 2019 by:

(Declarant must complete the appropriate paragraph)

1. delivering and leaving a copy with the defendant _____ at _____

2. serve the defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the defendant's usual place of abode located at _____

(Use paragraph 3 for serve upon agent, completing A or B)

3. serving the defendant HEALTH PLAN OF NEVADA, INC. by personally delivering and leaving a copy at The Corporation Trust Company of Nevada, Registered Agent, 701 S. Carson St, Suite 200, Carson City, Nevada 89701

- a. With Danielle Naki as Admin., an agent lawfully designated by statute to accept service of process;
- b. With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

- _____ ordinary mail
- _____ certified mail, return receipt requested
- _____ registered mail, return receipt requested

addressed to the defendant _____ at the defendant's last known address which is _____

Per NRS 53.045: I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 23, 2019.



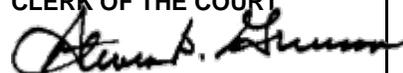
Signature of Process Server, Robert Deale

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1 AOS
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
6 2300 West Sahara Avenue, Suite 1200
7 Las Vegas, Nevada 89102
8 Telephone: (702) 873-4100
9 Facsimile: (702) 873-9966
10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 FREMONT EMERGENCY SERVICES
18 (MANDAVIA), LTD., a Nevada professional
19 corporation,

20 Plaintiff,

21 vs.

22 UNITED HEALTHCARE INSURANCE
23 COMPANY, a Connecticut corporation;
24 UNITED HEALTHCARE SERVICES INC.
25 dba UNITEDHEALTHCARE, a Minnesota
26 corporation; UMR, INC. dba UNITED
27 MEDICAL RESOURCES, a Delaware
28 corporation; OXFORD HEALTH PLANS,
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

**SIERRA HEALTH-CARE OPTIONS,
INC.**

SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ
THE INFORMATION BELOW.**

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

1 **TO THE DEFENDANT(S):**

2 **SIERRA HEALTH-CARE OPTIONS, INC.**
3 **CT Corporation System-Registered Agent**
4 **701 South Carson Street, Suite 200**
5 **Carson City, Nevada 89701**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served
9 on you, exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

27 STEVEN D. GRIERSON
28 CLERK OF THE COURT

By: /s/ Kristen T. Gallagher
 PAT LUNDVALL (NSBN 3761)
 KRISTEN T. GALLAGHER (NSBN 9561)
 AMANDA M. PERACH (NSBN 12399)
 McDONALD CARANO LLP
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 Telephone: (702) 873-4100
 Facsimile: (702) 873-9966
 plundvall@mcdonaldcarano.com
 kgallagher@mcdonaldcarano.com
 aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
 Deputy Clerk Chaunte Pleasant Date
 Regional Justice Center
 200 Lewis Avenue
 Las Vegas, NV 89101

29 *Attorneys for Plaintiff Fremont Emergency*
30 *Services (Mandavia), Ltd.*

McDONALD CARANO
 2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
 PHONE 702.873.4100 • FAX 702.873.9966

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

DECLARATION OF SERVICE

Robert Deale, declares and says: That at all times herein declarant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceedings in which this declaration is made, and is licensed to serve process in Nevada under License #1088. That declarant received 1 copy(ies) of the **SUMMONS and COMPLAINT** in Case No. A-19-792978-B on the 22nd day of April, 2019 and served the same at 12:35 PM on the 23rd day of April, 2019 by:

(Declarant must complete the appropriate paragraph)

1. delivering and leaving a copy with the defendant _____ at _____

2. serve the defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the defendant's usual place of abode located at _____

(Use paragraph 3 for serve upon agent, completing A or B)

3. serving the defendant SIERRA HEALTH-CARE OPTIONS, INC. by personally delivering and leaving a copy at The Corporation Trust Company of Nevada, Registered Agent, 701 S. Carson St, Suite 200, Carson City, Nevada 89701

- a. With Danielle Naki as Admin., an agent lawfully designated by statute to accept service of process;
- b. With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

- _____ ordinary mail
- _____ certified mail, return receipt requested
- _____ registered mail, return receipt requested

addressed to the defendant _____ at the defendant's last known address which is _____

Per NRS 53.045: I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 23, 2019.



Signature of Process Server, Robert Deale

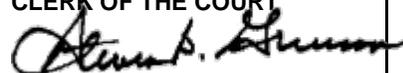
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Electronically Filed
4/30/2019 10:59 AM
Steven D. Grierson
CLERK OF THE COURT



1 AOS
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
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11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

SIERRA HEALTH AND LIFE
INSURANCE COMPANY, INC.

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ
THE INFORMATION BELOW.

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

1 **TO THE DEFENDANT(S):**

2 **SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.**
3 **CT Corporation System-Registered Agent**
4 **701 South Carson Street, Suite 200**
5 **Carson City, Nevada 89701**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served
9 on you, exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

STEVEN D. GRIERSON
CLERK OF THE COURT

27 By: /s/ Kristen T. Gallagher
28 PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
AMANDA M. PERACH (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
Facsimile: (702) 873-9966
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
Deputy Clerk, Chaunte Pleasant Date
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

*Attorneys for Plaintiff Fremont Emergency
Services (Mandavia), Ltd.*

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

DECLARATION OF SERVICE

Robert Deale, declares and says: That at all times herein declarant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceedings in which this declaration is made, and is licensed to serve process in Nevada under License #1088. That declarant received 1 copy(ies) of the **SUMMONS and COMPLAINT** in Case No. A-19-792978-B on the 22nd day of April, 2019 and served the same at 12:35 PM on the 23rd day of April, 2019 by:

(Declarant must complete the appropriate paragraph)

1. delivering and leaving a copy with the defendant _____ at _____

2. serve the defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the defendant's usual place of abode located at _____

(Use paragraph 3 for serve upon agent, completing A or B)

3. serving the defendant SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC. by personally delivering and leaving a copy at The Corporation Trust Company of Nevada, Registered Agent, 701 S. Carson St, Suite 200, Carson City, Nevada 89701

- a. With Danielle Naki as Admin., an agent lawfully designated by statute to accept service of process;
- b. With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

- _____ ordinary mail
- _____ certified mail, return receipt requested
- _____ registered mail, return receipt requested

addressed to the defendant _____ at the defendant's last known address which is _____

Per NRS 53.045: I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 23, 2019.



Signature of Process Server, Robert Deale

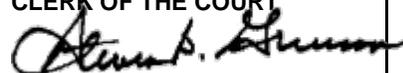
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5/6/2019 9:33 AM
Steven D. Grierson
CLERK OF THE COURT



1 **AOS**
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
6 2300 West Sahara Avenue, Suite 1200
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10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**

16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

OXFORD HEALTH PLANS, INC.

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ THE INFORMATION BELOW.

830000
McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

830000

1 **TO THE DEFENDANT(S):**

2 **OXFORD HEALTH PLANS, INC.**
3 **Corporation Trust Center – Registered Agent**
4 **1209 Orange Street**
5 **Wilmington, Delaware 19801**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served
9 on you, exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
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17 relief demanded in the Complaint, which could result in the taking of money or
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- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
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- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

STEVEN D. GRIERSON
CLERK OF THE COURT

27 By: /s/ Kristen T. Gallagher

By: Chaunte Pleasant 4/18/2019
Deputy Clerk Chaunte Pleasant Date
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

28 PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
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*Attorneys for Plaintiff Fremont Emergency
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AFFIDAVIT OF SERVICE

State of Nevada

County of Clark

District Court

Case Number: A-19-792978-B

Plaintiff:

FREMONT EMERGENCY SERVICES (MANDAVIA), LTD., a Nevada professional corporation

vs.

Defendants:

UNITED HEALTHCARE INSURANCE COMPANY, a Connecticut corporation; et al.

Received by Bullet Legal Services on the 19th day of April, 2019 at 10:17 am to be served on **OXFORD HEALTH PLANS, INC., c/o Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. I, DENORRIS BRITT**, being duly sworn, depose and say that on the 25 day of APRIL, 2019 at 1230pm., executed service by delivering a true copy of the **SUMMONS and COMPLAINT** in accordance with state statutes in the manner marked below:

CORPORATION: By serving AMY MCLAREN as MANAGING AGENT, an agent designated by statute to accept service of process.

RECORDS CUSTODIAN: By serving _____ as _____, an agent designated by statute to accept service of process.

PUBLIC AGENCY: By serving _____ as _____ of the within-named agency.

OTHER SERVICE: As described in the Comment below by serving _____ as _____, who stated they were authorized to accept.

NON SERVICE: For the reasons detailed in the Comments below.

COMMENTS: _____

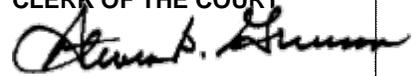
Age 40 Sex M F Race WHITE Height 5'5 Weight 130 Hair BROWN Glasses N

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NOTC
D. Lee Roberts, Jr., Esq.
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WEINBERG, WHEELER, HUDGINS,
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6385 South Rainbow Blvd., Suite 400
Las Vegas, Nevada 89118
Telephone: (702) 938-3838
Facsimile: (702) 938-3864

*Attorneys for Defendants UnitedHealthcare
Insurance Company, United HealthCare Services, Inc.,
UMR, Inc., Oxford Health Plans, Inc.,
Sierra Health and Life Insurance Co., Inc.,
Sierra Health-Care Options, Inc., and
Health Plan of Nevada, Inc..*

**DISTRICT COURT
CLARK COUNTY, NEVADA**

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD., a Nevada professional
corporation,

Plaintiff,

vs.

UNITED HEALTHCARE INSURANCE
COMPANY, a Connecticut corporation; UNITED
HEALTH CARE SERVICES INC. dba UNITED
HEALTHCARE, a Minnesota corporation; UMR,
INC. dba UNITED MEDICAL RESOURCES, a
Delaware corporation; OXFORD HEALTH
PLANS, INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE COMPANY,
INC., a Nevada corporation; SIERRA HEALTH-
CARE OPTIONS, INC., a Nevada corporation;
HEALTH PLAN OF NEVADA, INC., a Nevada
corporation; DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

**NOTICE OF REMOVAL TO FEDERAL
COURT**

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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TO THE EIGHTH JUDICIAL DISTRICT COURT:

PLEASE TAKE NOTICE THAT a Notice of Removal of this action was filed by Defendants UnitedHealthcare Insurance Company, United HealthCare Services, Inc., UMR, Inc., Oxford Health Plans, Inc., Sierra Health and Life Insurance Co., Inc., Sierra Health-Care Options, Inc., and Health Plan of Nevada, Inc. (collectively "Defendants"), on May 14, 2019 in Nevada Federal District Court. A copy of the Notice of Removal is attached to this Notice as **Exhibit 1**, and is served and filed herewith.

NOTICE IS FURTHER GIVEN that the filing of the Notice of Removal, together with a copy of the notice with the Clerk of this Court, effectuates the removal of this action in accordance with 28 U.S.C. § 1446(d).

Dated this 14 day of May, 2019.



D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Josephine E. Groh, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
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Telephone: (702) 938-3838
Facsimile: (702) 938-3864

Attorneys for Defendants UnitedHealthcare Insurance Company, United HealthCare Services, Inc., UMR, Inc., Oxford Health Plans, Inc., Sierra Health and Life Insurance Co., Inc., Sierra Health-Care Options, Inc., and Health Plan of Nevada, Inc.

WEINBERG WHEELER
HUDGINS GUNN & DIAL



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CERTIFICATE OF SERVICE

I hereby certify that on the 14 day of May, 2019, a true and correct copy of the foregoing **NOTICE OF REMOVAL TO FEDERAL COURT** was electronically filed/served on counsel through the Court's electronic service system pursuant to Administrative Order 14-2 and N.E.F.C.R. 9, via the electronic mail addresses noted below, unless service by another method is stated or noted:

Pat Lundvall, Esq.
Kristen T. Gallagher, Esq.
Amanda M. Perach, Esq.
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2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

*Attorneys for Plaintiff
Fremont Emergency Services (Mandavia), Ltd.*

Cynthia S. Bonman
An employee of WEINBERG, WHEELER, HUDGINS
GUNN & DIAL, LLC

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WEINBERG WHEELER
HUDGINS GUNN & DIAL

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EXHIBIT 1

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EXHIBIT 1

1 D. Lee Roberts, Jr., Esq.
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 2 *lroberts@wwhgd.com*
 Colby L. Balkenbush, Esq.
 3 Nevada Bar No. 13066
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9 *Attorneys for Defendants UnitedHealthcare*
Insurance Company, United HealthCare Services, Inc.,
 10 *UMR, Inc., Oxford Health Plans, Inc.,*
Sierra Health and Life Insurance Co., Inc.,
 11 *Sierra Health-Care Options, Inc., and*
 12 *Health Plan of Nevada, Inc.*

13
 14 **UNITED STATES DISTRICT COURT**
 15 **DISTRICT OF NEVADA**

16 FREMONT EMERGENCY SERVICES
 (MANDAVIA), LTD., a Nevada professional
 17 corporation,

18 Plaintiff,

19 vs.

20 UNITED HEALTHCARE INSURANCE
 COMPANY, a Connecticut corporation; UNITED
 21 HEALTH CARE SERVICES INC. dba UNITED
 HEALTHCARE, a Minnesota corporation; UMR,
 22 INC. dba UNITED MEDICAL RESOURCES, a
 Delaware corporation; OXFORD HEALTH
 23 PLANS, INC., a Delaware corporation; SIERRA
 HEALTH AND LIFE INSURANCE COMPANY,
 24 INC., a Nevada corporation; SIERRA HEALTH-
 CARE OPTIONS, INC., a Nevada corporation;
 25 HEALTH PLAN OF NEVADA, INC., a Nevada
 26 corporation; DOES 1-10; ROE ENTITIES 11-20,

27 Defendants.
 28

Case No.:

**DEFENDANTS' UNITEDHEALTHCARE
 INSURANCE COMPANY, UNITED
 HEALTHCARE SERVICES INC., UMR,
 INC., OXFORD HEALTH PLANS, INC.,
 SIERRA HEALTH AND LIFE
 INSURANCE CO., INC., SIERRA
 HEALTH-CARE OPTIONS, INC. AND
 HEALTH PLAN OF NEVADA, INC.'S
 NOTICE OF REMOVAL**

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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1 PLEASE TAKE NOTICE that Defendants UnitedHealthcare Insurance Company, United
 2 HealthCare Services, Inc., UMR, Inc., Oxford Health Plans, Inc., Sierra Health and Life
 3 Insurance Co., Inc., Sierra Health-Care Options, Inc., and Health Plan of Nevada, Inc.
 4 (collectively "Defendants"), by and through their attorneys of the law firm of Weinberg Wheeler
 5 Hudgins Gunn & Dial, LLC, hereby remove this action from the Eighth Judicial District Court
 6 for Clark County, Nevada, Case No. A-19-792978-B, to the United States District Court for the
 7 District of Nevada.

8 **I. INTRODUCTION**

9 1. On or about April 23, 2019, Plaintiff Fremont Emergency Services (Mandavia),
 10 LTD. ("Fremont") served a seven count Complaint on Defendants. The Complaint was filed in
 11 the Eighth Judicial District Court for Clark County, Nevada. The suit was assigned to
 12 Department 27 and assigned Case No. A-19-792978-B ("State Court Action").

13 2. Defendants remove this action as an action which raises federal questions under
 14 28 U.S.C. § 1331. The State Court Action advances claims which are completely preempted by
 15 the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et. seq.* ("ERISA").

16 **II. NATURE OF THE CASE**

17 3. In its Complaint, Fremont alleges that its physicians provided medical treatment
 18 to various patients who presented to the emergency departments of various hospitals around
 19 Clark County, Nevada. Complaint at ¶ 14. Fremont alleges that some of the patients it provided
 20 emergency medical services to were members of health plans issued and/or administered by the
 21 Defendants. *Id.* at ¶¶ 18, 25. Fremont further alleges that, beginning on July 1, 2017, the
 22 Defendants began to drastically reduce the amount of money paid to Fremont for the services
 23 Fremont was providing to the members of Defendants' health plans. *Id.* at ¶ 20.

24 4. Based on the Defendants' alleged failure to pay the appropriate amounts for the
 25 medical services that Fremont provided to Defendants' members, Fremont alleges various state
 26 law claims, including (1) Breach of Implied-in-Fact Contract, (2) Tortious Breach of the Implied
 27 Covenant of Good Faith and Fair Dealing, (3) Unjust Enrichment, (4) Violation of NRS
 28 686A.020 and 686A.310, (5) Violation of Nevada Prompt Pay Statutes & Regulations, (6)

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 WEINBERG WHEELER
 HUDGINS GUNN & DIAL

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1 Consumer Fraud & Deceptive Trade Practices Acts, and (7) Declaratory Judgment.

2 5. Fremont alleges that no written agreement exists between Defendants and
3 Fremont since Fremont is an out-of-network provider and thus has not alleged a standard breach
4 of contract claim. *Id.* at ¶ 17.

5 6. All of Fremont’s claims seek an identical form of relief, i.e. recovery of the
6 amount that Fremont contends is due and owing for the medical services that Fremont rendered
7 to Defendants’ members who allegedly had health plan coverage in full force and effect when
8 the services were rendered. All of Fremont’s claims take direct aim at the manner in which
9 Defendants’ processed and adjudicated claims for health plan benefits. *See generally* Complaint.

10 7. Fremont alleges that, from July 2017 to present, it provided medical services to
11 over 10,800 patients who were members of Defendants’ health plans. Complaint at ¶ 25.
12 However, Fremont’s Complaint provides only limited identifying information related to the
13 patients or specific health plans at issue. As explained further below, this was almost certainly
14 done in an attempt to conceal the fact that numerous employee welfare benefit plans are
15 implicated by Fremont’s claims and thus removal under ERISA’s complete preemption doctrine
16 is appropriate.

17 **III. COMPLETE PREEMPTION UNDER ERISA**

18 8. ERISA is a “comprehensive legislative scheme” enacted to protect the interests of
19 participants and beneficiaries in employee benefit plans. 29 U.S.C. § 1001(b); *Aetna Health Inc.*
20 *v. Davila*, 542 U.S. 200, 209 (2004). As part of this comprehensive scheme, Congress created a
21 special civil enforcement mechanism to deal with all claims related to employee benefit plans.
22 That scheme is set forth in 29 U.S.C. § 1132(a) and permits a participant or beneficiary to bring a
23 special statutory ERISA claim over which federal courts have original jurisdiction.

24 9. ERISA defines an “employee welfare benefit plan” or “welfare plan” as follows:

25 [A]ny plan, fund, or program which was heretofore or is hereafter
26 established or maintained by an employer or by an employee organization,
27 or by both, to the extent that such plan, fund, or program was established or
28 is maintained for the purpose of providing for its participants or their
beneficiaries, through the purchase of insurance or otherwise, (A) medical,
surgical, or hospital care or benefits, or benefits in the event of sickness,

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1 accident, disability, death or unemployment . . .

2 29 U.S.C. § 1002(1).

3 10. Under the “well-pleaded complaint” rule a plaintiff ordinarily is entitled to remain
4 in state court if its complaint does not, on its face, affirmatively allege a federal claim. However,
5 complete preemption under ERISA is an exception to this rule. *Beneficial Nat. Bank v.*
6 *Anderson*, 539 U.S. 1, 6, 123 S. Ct. 2058, 2062 (2003). The U.S. Supreme Court has held that
7 “the ERISA civil enforcement mechanism [i.e. 29 U.S.C. § 1132(a)] is one of those provisions
8 with such extraordinary pre-emptive power that it converts an ordinary state common law
9 complaint into one stating a federal claim for purposes of the well-pleaded complaint rule.”
10 *Davila*, 542 U.S. at 209, 124 S. Ct. at 2496.

11 11. Thus, state law claims that relate to an employee welfare benefit plan are properly
12 removed to federal court even where the complaint does not facially state an ERISA cause of
13 action. *Tingey v. Pixley-Richards W., Inc.*, 953 F.2d 1124, 1130 (9th Cir. 1992) (“It follows that
14 although the Tingey’s original four-count state cause of action purported to plead only state law
15 claims, the action was properly removed because the claims fell within the purview of the
16 exclusive remedy provisions in ERISA. This means only a federal court can hear the claims
17 when stripped of their state law disguises. The basis of jurisdiction, even though none of the
18 claims facially stated an ERISA cause of action, was federal question jurisdiction.”),

19 12. The Ninth Circuit has held that ERISA preempts the state law claims of a medical
20 provider suing as the assignee of a beneficiary’s rights under an employee welfare benefit plan
21 governed by ERISA. *Misic v. Bldg. Serv. Employees Health & Welfare Tr.*, 789 F.2d 1374 (9th
22 Cir. 1986) (upholding the dismissal of various state tort law claims and a claim under the
23 California Unfair Insurance Practices Act as preempted by ERISA since the provider had
24 accepted an assignment from the patients and thus had standing to bring an ERISA claim
25 himself).

26 ///

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1 **IV. FEDERAL QUESTIONS**

2 13. The Complaint makes reference to Fremont making claims/requests for payment
3 to the Defendants and the Defendants failing/refusing to pay the full amount requested. After
4 being served with the Complaint, the Defendants began conducting a preliminary investigation
5 into Fremont’s medical claims to determine, among other things, whether any of those claims
6 relate to employee welfare benefit plans governed by ERISA. Although their investigation is
7 ongoing, Defendants have a reasonably certain belief that approximately 90% of Fremont’s
8 medical claims were made against employee welfare benefit plans governed by ERISA.
9 Moreover, Defendants have also determined that, for all or nearly all of the medical claims that
10 Fremont made against the employee welfare benefit plans, Fremont received an assignment of
11 benefits from plan members such that Fremont has derivative standing to bring a statutory
12 ERISA claim under 29 U.S.C. § 1132(a). Thus, just as in *Misic*, all or at least some of Fremont’s
13 state law claims are completely preempted by ERISA and removal to federal court is appropriate.

14 14. The state law claims in this action are “in reality based on federal law.” *Davila*,
15 542 U.S. at 208, 124 S. Ct. at 2495. They “duplicate, supplement, or supplant” the ERISA civil
16 enforcement remedy that Congress intended to be exclusive. *Id.* Instead of proceeding under
17 ERISA’s federal enforcement mechanism which allows for the recovery of benefits allegedly due
18 under a plan, Fremont casts its claim under state law principles of implied-in-fact contract, unjust
19 enrichment, state statutory violations, and declaratory relief. Fremont’s labels, however, do not
20 control the complete preemption question. Federal courts are “not bound by the labels used in
21 the complaint . . . merely referring to labels affixed to claims to distinguish between preempted
22 and non-preempted claims is not helpful because doing so would elevate form over substance
23 and allow parties to evade the pre-emptive scope of ERISA.” *Gables Ins. Recovery, Inc. v. Blue*
24 *Cross & Blue Shield of Florida, Inc.*, 813 F.3d 1333, 1337 n.2 (11th Cir. Dec. 1, 2015) (internal
25 quotation omitted); *see also Cleghorn v. Blue Shield of California*, 408 F.3d 1222, 1226 (9th Cir.
26 2005) (“Artful pleading does not alter the potential for this suit to frustrate the objectives of
27 ERISA. The only factual basis for relief pleaded in Cleghorn's complaint is the refusal of Blue
28 Shield to reimburse him for the emergency medical care he received. Any duty or liability that

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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1 Blue Shield had to reimburse him would exist here only because of [Blue Shield's]
2 administration of ERISA-regulated benefit plans.”) (internal citation omitted).

3 15. As further evidence that removal is appropriate and that Fremont is engaged in
4 artful pleading to avoid federal question jurisdiction, footnote 1 of the Complaint alleges that
5 Fremont does not assert any claims with respect to patients whose health insurance was issued
6 under Medicare Part C or provided under the Federal Employee Benefits Act (FEHBA). Thus,
7 Fremont asserts that “there is no basis to remove this lawsuit to federal court under federal
8 question jurisdiction.” Conspicuously absent from this footnote is any allegation that the lawsuit
9 is not removable under ERISA.

10 16. Removal of this action which squarely implicates numerous ERISA plans is
11 consistent with ERISA’s purpose “to provide a uniform regulatory regime over employee benefit
12 plans.” *Davila*, 542 U.S. at 208, 124 S. Ct. at 2495. In order to adjudicate Fremont’s claims, it
13 will be necessary for the Court to consult the Defendants’ members’ employer sponsored health
14 plans which are subject to ERISA.

15 17. Removal of the claims asserted by Fremont is proper on the grounds that Fremont
16 has alleged claims in substance seeking to recover benefits from employee welfare benefit plans.
17 This Court has federal question jurisdiction over such claims pursuant to 28 U.S.C § 1331 and
18 original jurisdiction over such claims pursuant to ERISA. *See* 29 U.S.C. § 1132(e)(1).
19 Therefore, removal is appropriate pursuant to 28 U.S.C. § 1441(a).

20 **V. SUPPLEMENTAL JURISDICTION**

21 18. To the extent that any claims asserted by Fremont relate to a benefits plan other
22 than one governed by ERISA or are conflict preempted as opposed to completely preempted,
23 those claims come within this Court’s supplemental jurisdiction because they are so related to
24 those other claims that they form part of the same case or controversy under Article III of the
25 United States Constitution. 28 U.S.C. §1367(a); *Beneficial Nat. Bank v. Anderson*, 539 U.S. 1, 8,
26 123 S. Ct. 2058, 2063, n. 3 (2003) (“Of course, a state claim can also be removed through the use
27 of the supplemental jurisdiction statute, 28 U.S.C. § 1367(a), provided that another claim in the
28 complaint is removable.”); *see also Gaming Corp. of Am. v. Dorsey & Whitney*, 88 F.3d 536, 543



1 (8th Cir. 1996) (“Only those claims that fall within the preemptive scope of the particular statute,
2 or treaty, are considered to make out federal questions, but the presence of even one federal
3 claim gives the defendant the right to remove the entire case to federal court.”) (internal citations
4 omitted); *Milwaukee Carpenter’s District Council Health Fund v. Philip Morris*, 70 F.Supp.2d
5 888 (E.D. Wisc. 1999) (denying remand while noting that “[s]o long as any one claim concerned
6 a federal question, the entire case could be removed” under the ERISA complete preemption
7 doctrine).

8 **VI. CONCLUSION**

9 19. This Notice of Removal is timely because Defendants have filed it within thirty
10 days of being served with Fremont’s Complaint. 28 U.S.C. § 1446.

11 20. Defendants will file a copy of this Notice of Removal with the Clerk of the Eighth
12 Judicial District Court and will serve a copy on Fremont’s counsel as required by 28 U.S.C. §
13 1446(d).

14 21. With this Notice of Removal, Defendants have filed a copy of the process,
15 pleadings and all other papers served upon the Defendants in the State Court Action as required
16 by 28 U.S.C. § 1446(a). *See Exhibit 1.*

17 Dated this 14 day of May, 2019.



18
19
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27 *Inc., UMR, Inc., Oxford Health Plans, Inc.,*
Sierra Health and Life Insurance Co., Inc.,
Sierra Health-Care Options, Inc., and
Health Plan of Nevada, Inc.

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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CERTIFICATE OF SERVICE

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I hereby certify that on the 14 day of May, 2019, a true and correct copy of the foregoing **DEFENDANTS' UNITEDHEALTHCARE INSURANCE COMPANY, UNITED HEALTHCARE SERVICES INC., UMR, INC., OXFORD HEALTH PLANS, INC., SIERRA HEALTH AND LIFE INSURANCE CO., INC., SIERRA HEALTH-CARE OPTIONS, INC. AND HEALTH PLAN OF NEVADA, INC.'S NOTICE OF REMOVAL** was filed through CM/ECF and served by mailing a copy of the foregoing document in the United States Mail, postage fully prepaid, to the following:

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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EXHIBIT 1

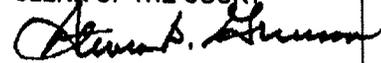
**Documents filed in
District Court, Clark County, Nevada
Case No. A-19-792978-B**

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EXHIBIT 1

Electronically Filed
4/15/2019 5:42 PM
Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-19-792978-C
Department 9

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13 *Attorneys for Plaintiff Fremont Emergency
14 Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD.,** a Nevada professional
19 corporation,

20 Plaintiff,

21 vs.

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY,** a Connecticut corporation;
24 **UNITED HEALTH CARE SERVICES INC.,**
25 dba **UNITEDHEALTHCARE,** a Minnesota
26 corporation; **UMR, INC.,** dba **UNITED**
27 **MEDICAL RESOURCES,** a Delaware
28 corporation; **OXFORD HEALTH PLANS,**
INC., a Delaware corporation; **SIERRA**
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC., a
Nevada corporation; **HEALTH PLAN OF**
NEVADA, INC., a Nevada corporation; **DOES**
1-10; ROE ENTITIES 11-20,

Defendants.

Case No.:
Dept. No.:

COMPLAINT

Business Court Requested
(EDCR 1.61(a)(2)(ii))

Exempt From Arbitration: In Excess of
\$50,000, Declaratory and
Injunctive Relief Requested

Jury Trial Demanded

Plaintiff Fremont Emergency Services (Mandavia), Ltd. ("Fremont" or "Plaintiff") as and for its Complaint against defendants United Healthcare Insurance Company ("UHCIC") and its affiliates United Health Care Services Inc. dba UnitedHealthcare ("UHC Services"); UMR, Inc. dba United Medical Resources ("UMR"); Oxford Benefit Management, Inc. ("Oxford"

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1 together with UHC Services and UMR, the “UHC Affiliates” and with UHCIC, the “UH
2 Parties”); Sierra Health and Life Insurance Company, Inc. (“Sierra Health”); Sierra Health-Care
3 Options, Inc. (“Sierra Options” and together with Sierra Health, the “Sierra Affiliates”); Health
4 Plan of Nevada, Inc. (“HPN”) (collectively “United HealthCare”) hereby complains and alleges
5 as follows:

6 **NATURE OF THIS ACTION**

7 1. This action arises out of a dispute concerning the rate at which United HealthCare
8 reimburses Fremont for the emergency medicine services it has already provided, and continues
9 to provide, to patients covered under the health plans underwritten, operated, and/or
10 administered by United HealthCare (the “Health Plans”) (Health Plan beneficiaries for whom
11 Fremont performed covered services that were not reimbursed correctly shall be referred to as
12 “Patients”).¹

13 **PARTIES**

14 2. Plaintiff Fremont Emergency Services (Mandavia), Ltd. (“Fremont”) is a
15 professional emergency medicine services group practice that staffs the emergency departments
16 at ER at Aliante; ER at The Lakes; Mountainview Hospital; Dignity Health – St. Rose
17 Dominican Hospitals, Rose de Lima Campus; Dignity Health – St. Rose Dominican Hospitals,
18 San Martin Campus; Dignity Health – St. Rose Dominican Hospitals, Siena Campus; Southern
19 Hills Hospital and Medical Center; and Sunrise Hospital and Medical Center located throughout
20 Clark County, Nevada.

21 3. Defendant United HealthCare Insurance Company (“UHCIC”) is a Connecticut
22 corporation with its principal place of business in Connecticut. UHCIC is responsible for
23 administering and/or paying for certain emergency medical services at issue in the litigation. On
24

25
26 ¹ Fremont does not assert any causes of action with respect to any Patient whose health
27 insurance was issued under Medicare Part C (Medicare Advantage) or is provided under the
28 Federal Employee Health Benefits Act (FEHBA). Thus, there is no basis to remove this lawsuit
relating to United HealthCare’s managed Medicaid business.

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1 information and belief, United HealthCare Insurance Company is a licensed Nevada health and
2 life insurance company.

3 4. Defendant United HealthCare Services, Inc. dba UnitedHealthcare (“UHC
4 Services”) is a Minnesota corporation with its principal place of business in Connecticut and
5 affiliate of UHCIC. UHC Services is responsible for administering and/or paying for certain
6 emergency medical services at issue in the litigation. On information and belief, United
7 HealthCare Services, Inc. is a licensed Nevada health insurance company.

8 5. Defendant UMR, Inc. dba United Medical Resources (“UMR”) is a Delaware
9 corporation with its principal place of business in Connecticut and affiliate of UHCIC. UMR is
10 responsible for administering and/or paying for certain emergency medical services at issue in
11 the litigation. On information and belief, UMR is a licensed Nevada health insurance company.

12 6. Defendant Oxford Health Plans, Inc. (“Oxford”) is a Delaware corporation with
13 its principal place of business in Connecticut and affiliate of UHCIC. Oxford is responsible for
14 administering and/or paying for certain emergency medical services at issue in the litigation.

15 7. Defendant Sierra Health and Life Insurance Company, Inc. is a Nevada
16 corporation and affiliate of UHCIC. Sierra Health is responsible for administering and/or
17 paying for certain emergency medical services at issue in the litigation. On information and
18 belief, Sierra Health is a licensed Nevada health insurance company.

19 8. Defendant Sierra Health-Care Options, Inc. (“Sierra Options”) is a Nevada
20 corporation and affiliate of UHCIC. Sierra Options is responsible for administering and/or
21 paying for certain emergency medical services at issue in the litigation. On information and
22 belief, Sierra Options is a licensed Nevada health insurance company.

23 9. Defendant Health Plan of Nevada, Inc. (“HPN”) is a Nevada corporation and
24 affiliate of UHCIC. HPN is responsible for administering and/or paying for certain emergency
25 medical services at issue in the litigation. On information and belief, HPN is a licensed Nevada
26 Health Maintenance Organization (“HMO”).

27 10. There may be other persons or entities, whether individuals, corporations,
28 associations, or otherwise, who are or may be legally responsible for the acts, omissions,

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1 circumstances, happenings, and/or the damages or other relief requested by this Complaint. The
 2 true names and capacities of Does 1-10 and Roes Entities 11-20 are unknown to Fremont, who
 3 sues those defendants by such fictitious names. Fremont will seek leave of this Court to amend
 4 this Complaint to insert the proper names of the defendant Doe and Roe Entities when such
 5 names and capacities become known to Fremont.

6 **JURISDICTION AND VENUE**

7 11. The amount in controversy exceeds the sum of fifteen thousand dollars
 8 (\$15,000.00), exclusive of interest, attorneys' fees and costs.

9 12. Venue is proper in Clark County, Nevada pursuant to NRS 13.010(1), NRS
 10 13.020 and NRS 13.040.

11 **FACTS COMMON TO ALL CAUSES OF ACTION**

12 *Fremont Provides Necessary Emergency Care*

13 13. This is an action for damages stemming from United HealthCare's failure to
 14 properly reimburse Fremont for emergency services provided to members of their Health Plans.

15 14. Fremont is a professional practice group of emergency medicine physicians and
 16 healthcare providers that provides emergency medicine services 24 hours per day, 7 days per
 17 week to patients presenting to the emergency departments at hospitals and other facilities in
 18 Nevada staffed by Fremont. Fremont provides emergency department services at eight hospitals
 19 located in Clark County, Nevada.

20 15. Fremont and the hospitals whose emergency departments it staffs are obligated
 21 by both federal and Nevada law to examine any individual visiting the emergency department
 22 and to provide stabilizing treatment to any such individual with an emergency medical
 23 condition, regardless of the individual's insurance coverage or ability to pay. *See* Emergency
 24 Medical Treatment and Active Labor Act (EMTALA), 42 U.S.C. § 1395dd; NRS 439B.410.
 25 Fremont fulfills this obligation for the hospitals which its staffs. In this role, Fremont's
 26 physicians provide emergency medicine services to all patients, regardless of insurance coverage
 27 or ability to pay, including to patients with insurance coverage issued, administered and/or
 28 underwritten by United HealthCare.

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1 16. Upon information and belief, United HealthCare operates an HMO under NRS
 2 Chapter 695C, and is an insurer under NRS Chapters 679A, 689A (Individual Health Insurance),
 3 689B (Group and Blanket Health Insurance), 689C (Health Insurance for Small Employers) and
 4 695G (Managed Care Organization). United HealthCare provides, either directly or through
 5 arrangements with providers such as hospitals and Fremont, healthcare benefits to its members.

6 17. There is no written agreement between United HealthCare and Fremont for the
 7 healthcare claims at issue in this litigation; Fremont is therefore designated as “non-
 8 participating” or “out-of-network” for all of the claims at issue in this litigation.
 9 Notwithstanding the lack of a written agreement, an implied-in-fact agreement exists between
 10 the parties.

11 18. Fremont regularly provides emergency services to United HealthCare’s health
 12 plan members.

13 19. Relevant to this action, from July 1, 2017 through the present, Fremont has
 14 provided emergency medicine services to United HealthCare’s members as follows: ER at
 15 Aliante (approximately July 2017-present); ER at The Lakes (approximately July 2017-present);
 16 Mountainview Hospital (approximately July 2017-present); Dignity Health – St. Rose
 17 Dominican Hospitals, Rose de Lima Campus (approximately July 2017-October 2018); Dignity
 18 Health – St. Rose Dominican Hospitals, San Martin Campus approximately (July 2017-October
 19 2018); Dignity Health – St. Rose Dominican Hospitals, Siena Campus (approximately July
 20 2017-October 2018); Southern Hills Hospital and Medical Center (approximately July 2017-
 21 present); and Sunrise Hospital and Medical Center (approximately July 2017-present).

22 20. Beginning on July 1, 2017, the UHC Parties arbitrarily began drastically reducing
 23 the rates at which they paid Fremont for emergency services for some claims, but not others.
 24 The UHC Parties paid some of the claims for emergency services rendered by Fremont at far
 25 below the usual and customary rates, yet paid other substantially identical claims submitted by
 26 Fremont at higher rates.

27 21. Upon information and belief, among other things, the UH Parties generally pay
 28 lower reimbursement rates for services provided to members of their fully insured plans and

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1 authorize payment at higher reimbursement rates for services provided to members of self-
2 insured plans or those plans under which they provide administrator services only.

3 ***United HealthCare Has Underpaid Fremont for Emergency Services***

4 22. Despite not participating in United HealthCare's "provider network" for the times
5 identified herein, Fremont has continued to provide emergency medicine treatment, as required
6 by law, to patients covered by United HealthCare's plans who seek care at the emergency
7 departments where they provide coverage.

8 23. In emergency situations, patients are likely to go to the nearest hospital for care,
9 particularly if they are transported by ambulance. Patients facing an emergency situation are
10 unlikely to have the luxury of determining which hospitals and physicians are in-network under
11 their health plan. United HealthCare is obligated to reimburse Fremont at the usual and
12 customary rate for emergency services Fremont provided to its Patients, or alternatively for the
13 reasonable value of the services provided.

14 24. United HealthCare's members have received a wide variety of emergency
15 services (in some instances, life-saving services) from Fremont's physicians: treatment of
16 conditions ranging from cardiac arrest, to broken limbs, to burns, to diabetic ketoacidosis and
17 shock, to gastric and/or obstetrical distress.

18 25. From July 2017 to the present, Fremont provided treatment for emergency
19 services to more than 10,800 Patients who were members in United HealthCare's Health Plans.
20 The total underpayment amount for these related claims is in excess of the jurisdictional
21 threshold of \$15,000.00 and continues to grow. United HealthCare has likewise failed to
22 attempt in good faith to effectuate a prompt, fair, and equitable settlement of these claims.

23 26. During this same period, July 2017 to the present, United HealthCare paid some
24 claims at an appropriate rate and others at a significantly reduced rate which is demonstrative of
25 an arbitrary and selective program and motive or intent to unjustifiably reduce the overall
26 amount United Healthcare pays to Fremont. Upon information and belief, United Healthcare
27 has implemented this program to coerce, influence and leverage business discussions regarding
28 the potential for Fremont to become a participating provider.

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1 36. At all material times, the UH Parties were aware that Fremont was entitled to and
2 expected to be paid at rates in accordance with the standards established under Nevada law.

3 37. At all material times, the UH Parties have received Fremont's bills for the
4 emergency medicine services Fremont has provided and continue to provide to UH Parties'
5 Patients, and the UH Parties have consistently adjudicated and paid, and continue to adjudicate
6 and pay, Fremont directly for the non-participating claims, albeit at amounts less than usual and
7 customary.

8 38. Through the parties' conduct and respective undertaking of obligations
9 concerning emergency medicine services provided by Fremont to the UH Parties' Patients, the
10 parties implicitly agreed, and Fremont had a reasonable expectation and understanding, that the
11 UH Parties would reimburse Fremont for non-participating claims at rates in accordance with
12 the standards acceptable under Nevada law and in accordance with rates the UH Parties pay for
13 other substantially identical claims also submitted by Fremont.

14 39. Under Nevada common law, including the doctrine of quantum meruit, the UH
15 Parties, by undertaking responsibility for payment to Fremont for the services rendered to
16 United HealthCare Patients, impliedly agreed to reimburse Plaintiffs at rates, at a minimum,
17 equivalent to the reasonable value of the professional emergency medical services provided by
18 Fremont.

19 40. The UH Parties, by undertaking responsibility for payment to Fremont for the
20 services rendered to the UH Parties' Patients, impliedly agreed to reimburse Fremont at rates, at
21 a minimum, equivalent to the usual and customary rate or alternatively for the reasonable value
22 of the professional emergency medical services provided by Fremont.

23 41. In breach of its implied contract with Fremont, the UH Parties have and continue
24 to systemically adjudicate the non-participating claims at rates substantially below both the
25 usual and customary fees in the geographic area and the reasonable value of the professional
26 emergency medical services provided by Fremont to the UH Parties' Patients.

27 42. Fremont has performed all obligations under its implied contract with the UH
28 Parties concerning emergency medical services to be performed for Patients.

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1 43. At all material times, all conditions precedent have occurred that were necessary
2 for the UH Parties to perform their obligations under their implied contract to pay Fremont for
3 the non-participating claims, at a minimum, based upon the “usual and customary fees in that
4 locality” or the reasonable value of Fremont’s professional emergency medicine services

5 44. Fremont did not agree that the lower reimbursement rates paid by UH Parties
6 were reasonable or sufficient to compensate Fremont for the emergency medical services
7 provided to Patients.

8 45. Fremont has suffered damages in an amount equal to the difference between the
9 amounts paid by the UH Parties and the usual and customary fees professional emergency
10 medicine services in the same locality, that remain unpaid by the UH Parties through the date of
11 trial, plus Fremont’s loss of use of that money; or in an amount equal to the difference between
12 the amounts paid by the UH Parties and the reasonable value of its professional emergency
13 medicine services, that remain unpaid by the UH Parties through the date of trial, plus Fremont’s
14 loss of use of that money.

15 46. As a result of the UH Parties’ breach of the implied contract to pay Fremont for
16 the non-participating claims at the rates required by Nevada law, Fremont has suffered injury
17 and is entitled to monetary damages from the UH Parties to compensate it for that injury in an
18 amount in excess of \$15,000.00, exclusive of interest, costs and attorneys’ fees, the exact
19 amount of which will be proven at the time of trial.

20 47. Fremont has been forced to retain counsel to prosecute this action and is entitled
21 to receive their costs and attorneys’ fees incurred herein.

22 **SECOND CLAIM FOR RELIEF**

23 **(Tortious Breach of the Implied Covenant of Good Faith and Fair Dealing – UH Parties)**

24 48. Fremont incorporates herein by reference the allegations set forth in the
25 preceding paragraphs as if fully set forth herein.

26 49. Fremont and the UH Parties had a valid implied-in-fact contract as alleged herein.

27 50. A special element of reliance or trust between Fremont and the UH Parties, such
28 that, the UH Parties were in a superior or entrusted position of knowledge.

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1 51. That Fremont did all or substantially all of its obligations pursuant to the implied-
2 in-fact contract.

3 52. By paying substantially low rates that did not reasonably compensate Fremont the
4 usual and customary rate or alternatively for the reasonable value of the services provide, the
5 UH Parties performed in a manner that was unfaithful to the purpose of the implied-in-fact
6 contract, or deliberately contravened the intention and sprit of the contract.

7 53. That the UH Parties' conduct was a substantial factor in causing damage to
8 Fremont.

9 54. As a result of the UH Parties' tortious breach of the implied covenant of good
10 faith and fair dealing, Fremont has suffered injury and is entitled to monetary damages from the
11 UH Parties to compensate it for that injury in an amount in excess of \$15,000.00, exclusive of
12 interest, costs and attorneys' fees, the exact amount of which will be proven at the time of trial.

13 55. The acts and omissions of the UH Parties as alleged herein were attended by
14 circumstances of malice, oppression and/or fraud, thereby justifying an award of punitive or
15 exemplary damages in an amount to be proven at trial.

16 56. Fremont has been forced to retain counsel to prosecute this action and is entitled
17 to receive their costs and attorneys' fees incurred herein.

18 **THIRD CLAIM FOR RELIEF**

19 **(Alternative Claim for Unjust Enrichment – UH Parties)**

20 57. Fremont incorporates herein by reference the allegations set forth in the
21 preceding paragraphs as if fully set forth herein.

22 58. Fremont rendered valuable emergency services to the Patients.

23 59. The UH Parties received the benefit of having their healthcare obligations to their
24 plan members discharged and their members received the benefit of the emergency care
25 provided to them by Fremont.

26 60. As insurers or plan administrators, the UH Parties were reasonably notified that
27 emergency medicine service providers such as Fremont would expect to be paid by the UH
28 Parties for the emergency services provided to Patients.

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1 61. The UH Parties accepted and retained the benefit of the services provided by
2 Fremont at the request of the members of its Health Plans, knowing that Fremont expected to be
3 paid a usual and customary fee based on locality, or alternatively for the reasonable value of
4 services provided, for the medically necessary, covered emergency medicine services it
5 performed for the UH Parties' Patients.

6 62. The UH Parties have received a benefit from Fremont's provision of services to
7 its Patients and the resulting discharge of their healthcare obligations owed to their Patients.

8 63. Under the circumstances set forth above, it is unjust and inequitable for the UH
9 Parties to retain the benefit they received without paying the value of that benefit; i.e., by paying
10 Fremont at usual and customary rates, or alternatively for the reasonable value of services
11 provided, for the claims that are the subject of this action and for all emergency medicine
12 services that Fremont will continue to provide to United HealthCare's members.

13 64. Fremont seeks compensatory damages in an amount which will continue to
14 accrue through the date of trial as a result of United Healthcare's continuing unjust enrichment.

15 65. As a result of the UH Parties' actions, Fremont has been damaged in an amount
16 in excess of \$15,000.00, exclusive of interest, costs and attorneys' fees, the exact amount of
17 which will be proven at the time of trial.

18 66. Fremont sues for the damages caused by the UH Parties' conduct and is entitled
19 to recover the difference between the amount the UH Parties paid for emergency care Fremont
20 rendered to its members and the reasonable value of the service that Fremont rendered to the UH
21 Parties by discharging their obligations to their plan members.

22 67. As a direct result of the UH Parties' acts and omissions complained of herein, it
23 has been necessary for Fremont to retain legal counsel and others to prosecute its claims.
24 Fremont is thus entitled to an award of attorneys' fees and costs of suit incurred herein.

FOURTH CLAIM FOR RELIEF

(Violation of NRS 686A.020 and 686A.310 – UH Parties)

25
26
27 68. Fremont incorporates herein by reference the allegations set forth in the
28 preceding paragraphs as if fully set forth herein.

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1 69. The Nevada Insurance Code prohibits an insurer from engaging in an unfair
2 settlement practices. NRS 686A.020, 686A.310.

3 70. One prohibited unfair claim settlement practice is “[f]ailing to effectuate prompt,
4 fair and equitable settlements of claims in which liability of the insurer has become reasonably
5 clear.” NRS 686A.310(1)(e).

6 71. As detailed above, the UH Parties have failed to comply with NRS
7 686A.310(1)(e) by failing to pay Fremont’s medical professionals the usual and customary rate
8 for emergency care provided to UH Parties’ members. By failing to pay Fremont’s medical
9 professionals the usual and customary rate the UH Parties have violated NRS 686A.310(1)(e)
10 and committed an unfair settlement practice.

11 72. Fremont is therefore entitled to recover the difference between the amount the
12 UH Parties paid for emergency care Fremont rendered to their members and the usual and
13 customary rate, plus court costs and attorneys’ fees.

14 73. Fremont is entitled to damages in an amount in excess of \$15,000.00, exclusive
15 of interest, costs and attorneys’ fees, the exact amount of which will be proven at the time of
16 trial.

17 74. The UH Parties have acted in bad faith regarding their obligation to pay the usual
18 and customary fee; therefore, Fremont is entitled to recover punitive damages against the UH
19 Parties.

20 75. As a direct result of the UH Parties’ acts and omissions complained of herein, it
21 has been necessary for Fremont to retain legal counsel and others to prosecute its claims.
22 Fremont is thus entitled to an award of attorneys’ fees and costs of suit incurred herein.

23 **FIFTH CLAIM FOR RELIEF**

24 **(Violations of Nevada Prompt Pay Statutes & Regulations - UH Parties)**

25 76. Fremont incorporates herein by reference the allegations set forth in the
26 preceding paragraphs as if fully set forth herein.

27 77. The Nevada Insurance Code requires an HMO, MCO or other health insurer to
28 pay a healthcare provider’s claim within 30 days of receipt of a claim. NRS 683A.0879 (third

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1 party administrator), NRS 689A.410 (Individual Health Insurance), NRS 689B.255 (Group and
 2 Blanket Health Insurance), NRS 689C.485 (Health Insurance for Small Employers), NRS
 3 695C.185 (HMO), NAC 686A.675 (all insurers) (collectively, the “NV Prompt Pay Laws”).
 4 Thus, for all submitted claims, the UH Parties were obligated to pay Fremont the usual and
 5 customary rate within 30 days of receipt of the claim.

6 78. Despite this obligation, as alleged herein, the UH Parties have failed to reimburse
 7 Fremont at the usual and customary rate within 30 days of the submission of the claim. Indeed,
 8 the UH Parties failed to reimburse Fremont at the usual and customary rate at all. Because the
 9 UH Parties have failed to reimburse Fremont at the usual and customary rate within 30 days of
 10 submission of the claims as the Nevada Insurance Code requires, the UH Parties are liable to
 11 Fremont for statutory penalties.

12 79. For all claims payable by plans that the UH Parties insure wherein it failed to pay
 13 at the usual and customary fee within 30 days, UH Parties is liable to Fremont for penalties as
 14 provided for in the Nevada Insurance Code.

15 80. Additionally, the UH Parties have violated NV Prompt Pay Laws, by among
 16 things, only paying part of the subject claims that have been approved and are fully payable.

17 81. Fremont seeks penalties payable to it for late-paid and partially paid claims under
 18 the NV Prompt Pay Laws.

19 82. Fremont is entitled to damages in an amount in excess of \$15,000.00 to be
 20 determined at trial, including for its loss of the use of the money and its attorneys' fees.

21 83. Under the Nevada Insurance Code and NV Prompt Pay Laws, Fremont is also
 22 entitled to recover its reasonable attorneys' fees and costs.

23 **SIXTH CLAIM FOR RELIEF**

24 **(Consumer Fraud & Deceptive Trade Practices Acts – UH Parties)**

25 84. Fremont incorporates herein by reference the allegations set forth in the
 26 preceding paragraphs as if fully set forth herein.

27 85. The Nevada Deceptive Trade Practices Act (DTPA) prohibits the UH Parties
 28 from engaging in “deceptive trade practices,” including but not limited to (1) knowingly making

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1 a false representation in a transaction; (2) violating “a state or federal statute or regulation
2 relating to the sale or lease of goods or services”; (3) using “coercion, duress or intimidation in a
3 transaction”; and (4) knowingly misrepresent the “legal rights, obligations or remedies of a party
4 to a transaction.” NRS 598.0915(15), 598.0923(3), 598.0923(4), NRS 598.092(8), respectively.

5 86. The Nevada Consumer Fraud Statute provides that a legal action “may be
6 brought by any person who is a victim of consumer fraud.” NRS 41.600(1). “Consumer fraud”
7 includes a deceptive trade practice as defined by the DTPA.

8 87. The UH Parties have violated the DTPA and the Consumer Fraud Statute through
9 their acts, practices, and omissions described above, including but not limited to (a) wrongfully
10 refusing to pay Fremont for the medically necessary, covered emergency services Fremont
11 provided to Members in order to gain unfair leverage against Fremont now that they are out-of-
12 network and in contract negotiations to potentially become a participating provider under a new
13 contract in an effort to force Fremont to accept lower amounts than it is entitled for its services;
14 and (b) engaging in systematic efforts to delay adjudication and payment of Fremont’s claims
15 for its services provided to UH Parties’ members in violation of their legal obligations

16 88. As a result of the UH Parties’ violations of the DTPA and the Consumer Fraud
17 Statute, Fremont is entitled to damages in an amount in excess of \$15,000.00 to be determined at
18 trial.

19 89. Due to the willful and knowing engagement in deceptive trade practices, Fremont
20 is entitled to recover treble damages and all profits derived from the knowing and willful
21 violation.

22 90. As a direct result of UH Parties’ acts and omissions complained of herein, it has
23 been necessary for Fremont to retain legal counsel and others to prosecute its claims. Fremont is
24 thus entitled to an award of attorneys’ fees and costs of suit incurred herein.

25 **SEVENTH CLAIM FOR RELIEF**

26 **(Declaratory Judgment – All Defendants)**

27 91. Fremont incorporates herein by reference the allegations set forth in the
28 preceding paragraphs as if fully set forth herein.

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1 92. This is a claim for declaratory judgment and actual damages pursuant to NRS
2 30.010 *et seq.*

3 93. As explained above, pursuant to federal and Nevada law, United HealthCare is
4 required to cover and pay Fremont for the medically necessary, covered emergency medicine
5 services Fremont has provided and continues to provide to United HealthCare members.

6 94. Under Nevada law, United HealthCare is required to pay Fremont the usual and
7 customary rate for that emergency care. Instead of reimbursing Fremont at the usual and
8 customary rate or for the reasonable value of the professional medical services, United
9 HealthCare has reimbursed Fremont at reduced rates with no relation to the usual and customary
10 rate.

11 95. Beginning in or about July 2017, Fremont became out-of-network with the UH
12 Parties. Since then, the UH Parties have demonstrated their refusal to timely settle insurance
13 claims submitted by Fremont and have failed to pay the usual and customary rate based on this
14 locality in violation of UH Parties' obligations under the Nevada Insurance Code, the parties'
15 implied-in-fact contract and pursuant to Nevada law of unjust enrichment and quantum merit.

16 96. Beginning in or about March 2019, Fremont became out-of-network with the
17 Sierra Affiliates and HPN. Since then, upon information and belief, the Sierra Affiliates and
18 HPN are failing to timely settle insurance claims submitted by Fremont and to pay the usual and
19 customary rate based on this locality in violation of the Sierra Affiliates' and HPN's obligations
20 under the Nevada Insurance Code, the parties' implied-in-fact contract and pursuant to Nevada
21 law of unjust enrichment and quantum merit.

22 97. An actual, justiciable controversy therefore exists between the parties regarding
23 the rate of payment for Fremont's emergency care that is the usual and customary rate that
24 United HealthCare is obligated to pay.

25 98. Pursuant to NRS 30.040 and 30.050, Fremont therefore requests a declaration
26 establishing the usual and customary rates that Fremont is entitled to receive for claims between
27 July 1, 2017 and trial, as well as a declaration that the UH Parties are required to pay to Fremont
28 at a usual and customary rate for claims submitted thereafter.

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1 99. Pursuant to NRS 30.040 and 30.050, Fremont therefore requests a declaration
2 establishing the usual and customary rates that Fremont is entitled to receive for claims between
3 March 1, 2019 and trial, as well as a declaration that the Sierra Affiliates and HPN are required
4 to pay to Fremont at a usual and customary rate for claims submitted thereafter.

5 100. As a direct result of United HealthCare's acts and omissions complained of
6 herein, it has been necessary for Fremont to retain legal counsel and others to prosecute its
7 claims. Fremont is thus entitled to an award of attorneys' fees and costs of suit incurred herein.

8 **REQUEST FOR RELIEF**

9 WHEREFORE, Fremont requests the following relief:

10 A. For awards of general and special damages in amounts in excess of \$15,000.00,
11 the exact amounts of which will be proven at trial;

12 B. For an award of punitive damages, the exact amount of which will be proven at
13 trial;

14 C. A Declaratory Judgment that United HealthCare's failure to pay Fremont a usual
15 and customary fee or rate for this locality or alternatively, for the reasonable value of its services
16 violates the Nevada Insurance Code, breaches the parties' implied-in-fact contract, is a tortious
17 breach of the implied covenant of good faith and fair dealing, and violates Nevada common law;

18 D. An Order permanently enjoining United HealthCare from paying rates that do not
19 represent usual and customary fees or rates for this locality or alternatively, that do not
20 compensate Fremont for the reasonable value of its services; and enjoining United HealthCare
21 from timely paying claims that are not in conformity with Nevada's Prompt Pay statutes and
22 regulations;

23 E. Reasonable attorneys' fees and court costs;

24 F. Pre-judgment and post-judgment interest; and

25 G. Such other and further relief as the Court may deem just and proper.

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JURY DEMAND

Fremont hereby demands trial by jury on all issues so triable.

DATED this 15th day of April, 2019.

McDONALD CARANO LLP

By: /s/ Pat Lundvall

Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
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Attorneys for Plaintiff Fremont Emergency Services (Mandavia), Ltd.

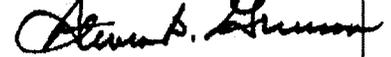
4820-6308-4435, v. 4

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Steven D. Grierson
CLERK OF THE COURT



CASE NO: A-19-792978-C
Department 9

1 IAFD
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13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTH CARE SERVICES INC.,**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC., dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.:
Dept. No.:

INITIAL APPEARANCE FEE
DISCLOSURE
(Business Court)

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Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted for parties appearing in the above entitled action as indicated below:

Fremont Emergency Services (Mandavia), Ltd., Plaintiff	<u>\$1,530.00</u>
TOTAL	<u>\$1,530.00</u>

DATED this 15th day of April, 2019.

McDONALD CARANO LLP

By: /s/ Pat Lundvall
 Pat Lundvall (NSBN 3761)
 Kristen T. Gallagher (NSBN 9561)
 Amanda M. Perach (NSBN 12399)
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Attorneys for Plaintiff Fremont Emergency Services (Mandavia), Ltd.

4812-1265-8324, v. 1

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A-19-792978-B

DISTRICT COURT
CLARK COUNTY, NEVADA

NRS Chapters 78-89

COURT MINUTES

April 16, 2019

A-19-792978-B Fremont Emergency Services Mandavia Ltd, Plaintiff(s)
vs.
United Healthcare Insurance Company, Defendant(s)

April 16, 2019 03:00 AM Minute Order

HEARD BY: Cherry, Michael A. COURTROOM:

COURT CLERK: Trujillo, Athena

RECORDER:

REPORTER:

PARTIES PRESENT:

JOURNAL ENTRIES

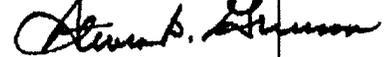
No parties present.

This matter came before the Court on April 16, 2019. Having reviewed the pleadings, authorities, and exhibits therein, this Court finds this case would be properly litigated in Specialty Court due to its claims and controversies regarding business matters as defined by E.D.C.R 1.61(a)(1), matters in which the primary claims or issues are based on, or will require decision under N.R.S. Chapters 78-92A. Therefore, pursuant to E.D.C.R. 2.49, the Court ORDERS case A-19-792978-C be sent to Master Calendar for random assignment to an appropriate Business/Specialty Court for determination as to whether the matter should be handled on the specialty docket.

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CLERK OF THE COURT



**DISTRICT COURT
CLARK COUNTY, NEVADA**

Fremont Emergency Services Mandavia
Ltd, Plaintiff(s)
vs.
United Healthcare Insurance Company,
Defendant(s)

Case No.: A-19-792978-B

Department 11

NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly
reassigned to Judge Elizabeth Gonzalez.

This reassignment is due to: Minute Order Re: Business Court Designation Dated 04-
16-19.

ANY TRIAL DATE AND ASSOCIATED TRIAL HEARINGS STAND BUT MAY BE
RESET BY THE NEW DEPARTMENT.

PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE
FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Salevao Asifoa
S.L. Asifoa, Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that this 16th day of April, 2019

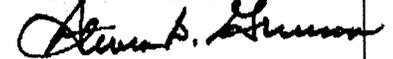
The foregoing Notice of Department Reassignment was electronically served to all
registered parties for case number A-19-792978-B.

 /s/ Salevao Asifoa
S.L. Asifoa, Deputy Clerk of the Court

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Steven D. Grierson
CLERK OF THE COURT



1 **CHLG**
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 13
 14 *Attorneys for Plaintiff Fremont Emergency*
 15 *Services (Mandavia), Ltd.*

10 **DISTRICT COURT**
 11 **CLARK COUNTY, NEVADA**

12 **FREMONT EMERGENCY SERVICES**
 13 **(MANDAVIA), LTD.,** a Nevada professional
 14 corporation,

15 Plaintiff,

16 vs.

17 **UNITED HEALTHCARE INSURANCE**
 18 **COMPANY,** a Connecticut corporation;
 19 **UNITED HEALTH CARE SERVICES INC.,**
 20 **dba UNITEDHEALTHCARE,** a Minnesota
 21 corporation; **UMR, INC.,** dba **UNITED**
 22 **MEDICAL RESOURCES,** a Delaware
 23 corporation; **OXFORD HEALTH PLANS,**
 24 **INC.,** a Delaware corporation; **SIERRA**
 25 **HEALTH AND LIFE INSURANCE**
 26 **COMPANY, INC.,** a Nevada corporation;
 27 **SIERRA HEALTH-CARE OPTIONS, INC.,**
 28 a Nevada corporation; **HEALTH PLAN OF**
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
 Dept. No.: 11

PEREMPTORY CHALLENGE
OF JUDGE

26 Pursuant to Supreme Court Rule 48.1 and EDCR 1.61(d), plaintiff Fremont Emergency
 27 Services (Mandavia), Ltd. files a Notice of Peremptory Challenge of Judge in the above-captioned
 28 matter. This case has been assigned to Business Court. See Minute Order Re: Business Court

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Designation dated April 16, 2019.

The judge to be challenged is the Honorable Elizabeth Gonzalez.

DATED this 17th day of April, 2019.

McDONALD CARANO LLP

By: /s/ Kristen T. Gallagher
Pat Lundvall (NSBN 3761)
Kristen T. Gallagher (NSBN 9561)
Amanda M. Perach (NSBN 12399)
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Attorneys for Plaintiff Fremont Emergency Services (Mandavia), Ltd.

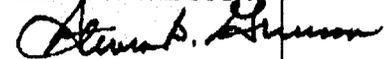
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Steven D. Grierson
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DISTRICT COURT
CLARK COUNTY, NEVADA

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FREMONT EMERGENCY SERVICES
MANDAVIA LTD, PLAINTIFF(S)
VS.
UNITED HEALTHCARE INSURANCE
COMPANY, DEFENDANT(S)

Case No.: A-19-792978-B
DEPARTMENT 27

NOTICE OF DEPARTMENT REASSIGNMENT

NOTICE IS HEREBY GIVEN that the above-entitled action has been randomly reassigned to Judge Nancy Allf.

This reassignment follows the filing of a Peremptory Challenge of Judge Elizabeth Gonzalez.

ANY TRIAL DATE AND ASSOCIATED TRIAL HEARINGS STAND BUT MAY BE RESET BY THE NEW DEPARTMENT. PLEASE INCLUDE THE NEW DEPARTMENT NUMBER ON ALL FUTURE FILINGS.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /S/ Ivonne Hernandez
Ivonne Hernandez,
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that this 17th day of April, 2019

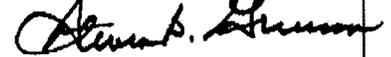
The foregoing Notice of Department Reassignment was electronically served to all registered parties for case number A-19-792978-B.

/S/ Ivonne Hernandez
Ivonne Hernandez
Deputy Clerk of the Court

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Steven D. Grierson
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2 PAT LUNDVALL (NSBN 3761)
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13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

UMR, INC. dba UNITED MEDICAL
RESOURCES

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ
THE INFORMATION BELOW.

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McDONALD CARANO
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TO THE DEFENDANT(S):

UMR, INC. dba UNITED MEDICAL RESOURCES
c/o Nevada Division of Insurance
3300 W. Sahara Avenue, Suite 275
Las Vegas, NV 89102

A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within **31 days** after this Summons is served, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

McDONALD CARANO LLP

STEVEN D. GRIERSON
CLERK OF THE COURT

By: /s/ Kristen T. Gallagher
PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
AMANDA M. PERACH (NSBN 12399)
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plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
Deputy Clerk Chaunte Pleasant Date:
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

Attorneys for Plaintiff Fremont Emergency Services (Mandavia), Ltd.

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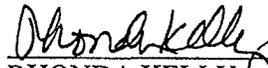
PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

UMR, Inc.
Attn: Kristin Erickson
9700 Health Care Ln., MN017-E300
Minnetonka, MN 55343
CERTIFIED MAIL NO. 7018 0680 0002 0258 3262

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22nd day of April, 2019.



RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-19-792978-B



STATE OF NEVADA
This document is a true and correct copy of the original
as shown on a full return receipt
only if the original

Date: 4/22/19 By: Rhonda Kelly

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Electronically Filed
4/25/2019 3:15 PM
Steven D. Grierson
CLERK OF THE COURT



1 PSER
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
6 2300 West Sahara Avenue, Suite 1200
7 Las Vegas, Nevada 89102
8 Telephone: (702) 873-4100
9 Facsimile: (702) 873-9966
10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

UNITED HEALTH CARE SERVICES
INC. dba UNITEDHEALTHCARE

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ
THE INFORMATION BELOW.

000082

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

000082

000083

McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

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TO THE DEFENDANT(S):

UNITED HEALTH CARE SERVICES INC. dba UNITEDHEALTHCARE
c/o Nevada Division of Insurance
3300 W. Sahara Avenue, Suite 275
Las Vegas, NV 89102

A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within **31 days** after this Summons is served, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

McDONALD CARANO LLP

STEVEN D. GRIERSON
CLERK OF THE COURT

By: /s/ Kristen T. Gallagher
PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
AMANDA M. PERACH (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
Facsimile: (702) 873-9966
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
Deputy Clerk Chaunte Pleasant Date
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

Attorneys for Plaintiff Fremont Emergency Services (Mandavia), Ltd.

000083

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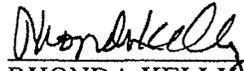
PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

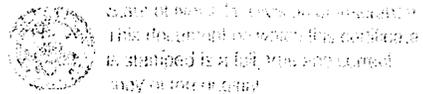
United Healthcare Services, Inc.
Attn: Kristin Erickson
9700 Health Care Ln., MN017-E300
Minnetonka, MN 55343
CERTIFIED MAIL NO. 7018 0680 0002 0258 3279

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22nd day of April, 2019.


RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-19-792978-B



4/22/19 By 

000084

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Electronically Filed
4/25/2019 3:15 PM
Steven D. Grierson
CLERK OF THE COURT



1 PSER
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
6 2300 West Sahara Avenue, Suite 1200
7 Las Vegas, Nevada 89102
8 Telephone: (702) 873-4100
9 Facsimile: (702) 873-9966
10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

UNITED HEALTHCARE INSURANCE
COMPANY

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ
THE INFORMATION BELOW.

000085

McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

000085

1 **TO THE DEFENDANT(S):**

2 **UNITED HEALTHCARE INSURANCE COMPANY**
3 **c/o Nevada Division of Insurance**
4 **3300 W. Sahara Avenue, Suite 275**
5 **Las Vegas, NV 89102**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **31 days** after this Summons is served,
9 exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

STEVEN D. GRIERSON
CLERK OF THE COURT

27 By: /s/ Kristen T. Gallagher

28 PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
AMANDA M. PERACH (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
Facsimile: (702) 873-9966
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

*Attorneys for Plaintiff Fremont Emergency
Services (Mandavia), Ltd.*

980000

McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

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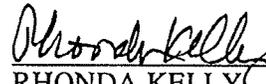
PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

United Healthcare Insurance Company
Attn: Kristin Erickson
185 Asylum St.
Hartford, CT 06103
CERTIFIED MAIL NO. 7018 0680 0002 0258 3286

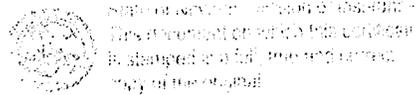
I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22nd day of April, 2019.



RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-19-792978-B

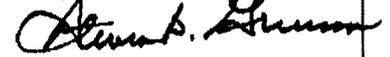


4/22/19 By 

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Electronically Filed
4/30/2019 10:59 AM
Steven D. Grierson
CLERK OF THE COURT



1 AOS
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN
4 9561) AMANDA M. PERACH (NSBN
5 12399) McDONALD CARANO LLP
6 2300 West Sahara Avenue, Suite 1200 Las
7 Vegas, Nevada 89102
8 Telephone: (702) 873-4100
9 Facsimile: (702) 873-9966
10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

HEALTH PLAN OF NEVADA, INC.

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ
THE INFORMATION BELOW.

880000

McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

880000

1 **TO THE DEFENDANT(S):**

2 **HEALTH PLAN OF NEVADA, INC.**
3 **CT Corporation System-Registered Agent**
4 **701 South Carson Street, Suite 200**
5 **Carson City, Nevada 89701**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served
9 on you, exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

STEVEN D. GRIERSON
CLERK OF THE COURT

27 By: /s/ Kristen T. Gallagher

28 PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
AMANDA M. PERACH (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
Facsimile: (702) 873-9966
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

*Attorneys for Plaintiff Fremont Emergency
Services (Mandavia), Ltd.*

680000

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

680000

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

DECLARATION OF SERVICE

Robert Deale, declares and says: That at all times herein declarant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceedings in which this declaration is made, and is licensed to serve process in Nevada under License #1088. That declarant received 1 copy(ies) of the SUMMONS and COMPLAINT in Case No. A-19-792978-B on the 22nd day of April, 2019 and served the same at 12:35 PM on the 23rd day of April, 2019 by:

(Declarant must complete the appropriate paragraph)

- 1. delivering and leaving a copy with the defendant _____ at _____
- 2. serve the defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the defendant's usual place of abode located at _____

(Use paragraph 3 for serve upon agent, completing A or B)

- 3. serving the defendant HEALTH PLAN OF NEVADA, INC. by personally delivering and leaving a copy at The Corporation Trust Company of Nevada, Registered Agent, 701 S. Carson St, Suite 200, Carson City, Nevada 89701
 - a. With Danielle Naki as Admin., an agent lawfully designated by statute to accept service of process;
 - b. With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

- _____ ordinary mail
- _____ certified mail, return receipt requested
- _____ registered mail, return receipt requested

addressed to the defendant _____ at the defendant's last known address which is _____

Per NRS 53.045: I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 23, 2019.



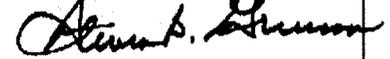
Signature of Process Server, Robert Deale

American Process Service
10580 N. McCarran Blvd., Suite 115-130
Reno, Nevada 89503
775-337-1117
Nevada License 1088A

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Electronically Filed
4/30/2019 10:59 AM
Steven D. Grierson
CLERK OF THE COURT



1 AOS
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
6 2300 West Sahara Avenue, Suite 1200
7 Las Vegas, Nevada 89102
8 Telephone: (702) 873-4100
9 Facsimile: (702) 873-9966
10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 DISTRICT COURT
16 CLARK COUNTY, NEVADA

17 FREMONT EMERGENCY SERVICES
18 (MANDAVIA), LTD., a Nevada professional
19 corporation,

20 Plaintiff,

21 vs.

22 UNITED HEALTHCARE INSURANCE
23 COMPANY, a Connecticut corporation;
24 UNITED HEALTHCARE SERVICES INC.
25 dba UNITEDHEALTHCARE, a Minnesota
26 corporation; UMR, INC. dba UNITED
27 MEDICAL RESOURCES, a Delaware
28 corporation; OXFORD HEALTH PLANS,
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

SIERRA HEALTH-CARE OPTIONS,
INC.

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ THE INFORMATION BELOW.

000091

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

000091

1 **TO THE DEFENDANT(S):**

2 **SIERRA HEALTH-CARE OPTIONS, INC.**
3 **CT Corporation System-Registered Agent**
4 **701 South Carson Street, Suite 200**
5 **Carson City, Nevada 89701**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served
9 on you, exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
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12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
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- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
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- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
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23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:
26 McDONALD CARANO LLP

STEVEN D. GRIERSON
CLERK OF THE COURT

27 By: /s/ Kristen T. Gallagher
28 PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
AMANDA M. PERACH (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
Las Vegas, Nevada 89102
Telephone: (702) 873-4100
Facsimile: (702) 873-9966
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
Deputy Clerk Chaunte Pleasant Date
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

*Attorneys for Plaintiff Fremont Emergency
Services (Mandavia), Ltd.*

000092

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

000092

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

DECLARATION OF SERVICE

Robert Deale, declares and says: That at all times herein declarant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceedings in which this declaration is made, and is licensed to serve process in Nevada under License #1088. That declarant received 1 copy(ies) of the SUMMONS and COMPLAINT in Case No. A-19-792978-B on the 22nd day of April, 2019 and served the same at 12:35 PM on the 23rd day of April, 2019 by:

(Declarant must complete the appropriate paragraph)

1. delivering and leaving a copy with the defendant _____ at _____

2. serve the defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the defendant's usual place of abode located at _____

(Use paragraph 3 for serve upon agent, completing A or B)

3. serving the defendant SIERRA HEALTH-CARE OPTIONS, INC. by personally delivering and leaving a copy at The Corporation Trust Company of Nevada, Registered Agent, 701 S. Carson St, Suite 200, Carson City, Nevada 89701

- a. With Danielle Naki as Admin., an agent lawfully designated by statute to accept service of process;
- b. With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

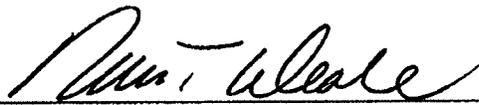
4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

- _____ ordinary mail
- _____ certified mail, return receipt requested
- _____ registered mail, return receipt requested

addressed to the defendant _____ at the defendant's last known address which is _____

Per NRS 53.045: I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 23, 2019.



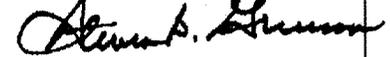
Signature of Process Server, Robert Deale

American Process Service
10580 N. McCarran Blvd., Suite 115-130
Reno, Nevada 89503
775-337-1117
Nevada License 1088A

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Electronically Filed
4/30/2019 10:59 AM
Steven D. Grierson
CLERK OF THE COURT



1 AOS
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
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9 Facsimile: (702) 873-9966
10 plundvall@mcdonaldcarano.com
11 kgallagher@mcdonaldcarano.com
12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency
14 Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

SIERRA HEALTH AND LIFE
INSURANCE COMPANY, INC.

SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ
THE INFORMATION BELOW.**

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McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

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TO THE DEFENDANT(S):

**SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC.
CT Corporation System-Registered Agent
701 South Carson Street, Suite 200
Carson City, Nevada 89701**

A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within **21 days** after this Summons is served on you, exclusive of the day of service, you must do the following:
 - (a) File with the Clerk of this Court, whose address is shown below, a formal written response to the Complaint in accordance with the rules of the Court, with the appropriate filing fee.
 - (b) Serve a copy of your response upon the attorney whose name and address is shown below.
2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

McDONALD CARANO LLP

STEVEN D. GRIERSON
CLERK OF THE COURT

By: /s/ Kristen T. Gallagher

PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
AMANDA M. PERACH (NSBN 12399)
McDONALD CARANO LLP
2300 West Sahara Avenue, Suite 1200
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Facsimile: (702) 873-9966
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
Deputy Clerk Date
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

Attorneys for Plaintiff Fremont Emergency Services (Mandavia), Ltd.

000095

STATE OF NEVADA)
) ss.
COUNTY OF WASHOE)

DECLARATION OF SERVICE

Robert Deale, declares and says: That at all times herein declarant was and is a citizen of the United States, over 18 years of age, not a party to nor interested in the proceedings in which this declaration is made, and is licensed to serve process in Nevada under License #1088. That declarant received 1 copy(ies) of the SUMMONS and COMPLAINT in Case No. A-19-792978-B on the 22nd day of April, 2019 and served the same at 12:35 PM on the 23rd day of April, 2019 by:

(Declarant must complete the appropriate paragraph)

- 1. delivering and leaving a copy with the defendant _____ at _____
- 2. serve the defendant _____ by personally delivering and leaving a copy with _____, a person of suitable age and discretion residing at the defendant's usual place of abode located at _____

(Use paragraph 3 for serve upon agent, completing A or B)

3. serving the defendant SIERRA HEALTH AND LIFE INSURANCE COMPANY, INC. by personally delivering and leaving a copy at The Corporation Trust Company of Nevada, Registered Agent, 701 S. Carson St, Suite 200, Carson City, Nevada 89701

- a. With Danielle Naki as Admin., an agent lawfully designated by statute to accept service of process;
- b. With _____, pursuant to NRS 14.020 as a person of suitable age and discretion at the above address, which address is the address of the registered agent as shown on the current certificate of designation filed with the Secretary of State.

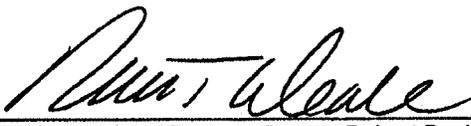
4. personally depositing a copy in a mail box of the United States Post Office, enclosed in a sealed envelope postage prepaid (check appropriate method):

- _____ ordinary mail
- _____ certified mail, return receipt requested
- _____ registered mail, return receipt requested

addressed to the defendant _____ at the defendant's last known address which is _____

Per NRS 53.045: I declare under penalty of perjury that the foregoing is true and correct.

Executed on: April 23, 2019.

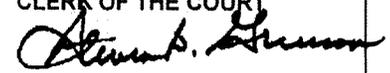

Signature of Process Server, Robert Deale

American Process Service
10580 N. McCarran Blvd., Suite 115-130
Reno, Nevada 89503
775-337-1117
Nevada License 1088A

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Electronically Filed
5/6/2019 9:33 AM
Steven D. Grierson
CLERK OF THE COURT



1 AOS
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
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13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

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23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
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DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

OXFORD HEALTH PLANS, INC.

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 21 DAYS. READ THE INFORMATION BELOW.

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McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

000097

1 **TO THE DEFENDANT(S):**

2 **OXFORD HEALTH PLANS, INC.**
3 **Corporation Trust Center – Registered Agent**
4 **1209 Orange Street**
5 **Wilmington, Delaware 19801**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **21 days** after this Summons is served
9 on you, exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:
26 McDONALD CARANO LLP

STEVEN D. GRIERSON
CLERK OF THE COURT

27 By: /s/ Kristen T. Gallagher
28 PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
AMANDA M. PERACH (NSBN 12399)
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aperach@mcdonaldcarano.com

By: Chaunte Pleasant Date 4/18/2019
Deputy Clerk Chaunte Pleasant Date
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

*Attorneys for Plaintiff Fremont Emergency
Services (Mandavia), Ltd.*

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AFFIDAVIT OF SERVICE

State of Nevada

County of Clark

District Court

Case Number: A-19-792978-B

Plaintiff:

FREMONT EMERGENCY SERVICES (MANDAVIA), LTD., a Nevada professional corporation

vs.

Defendants:

UNITED HEALTHCARE INSURANCE COMPANY, a Connecticut corporation; et al.

Received by Bullet Legal Services on the 19th day of April, 2019 at 10:17 am to be served on **OXFORD HEALTH PLANS, INC., c/o Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. I, DENORRIS BRITT**, being duly sworn, depose and say that on the 25 day of APRIL, 2019 at 1230pm., executed service by delivering a true copy of the **SUMMONS and COMPLAINT** in accordance with state statutes in the manner marked below.

CORPORATION: By serving AMY MCLAREN as MANAGING AGENT, an agent designated by statute to accept service of process.

RECORDS CUSTODIAN: By serving _____ as _____, an agent designated by statute to accept service of process.

PUBLIC AGENCY: By serving _____ as _____ of the within-named agency.

OTHER SERVICE: As described in the Comment below by serving _____ as _____, who stated they were authorized to accept.

NON SERVICE: For the reasons detailed in the Comments below.

COMMENTS: _____

Age 40 Sex M F Race WHITE Height 5'5 Weight 130 Hair BROWN Glasses X N

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1 PAT LUNDVALL (NSBN 3761)
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6 *Attorneys for Plaintiff Fremont Emergency*
 7 *Services (Mandavia), Ltd.*

8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 **FREMONT EMERGENCY SERVICES**
 11 **(MANDAVIA), LTD., a Nevada professional**
 corporation,

12 **Plaintiff,**

13 vs.

14 **UNITED HEALTHCARE INSURANCE**
 15 **COMPANY, a Connecticut corporation;**
 16 **UNITED HEALTH CARE SERVICES INC.,**
 17 **dba UNITEDHEALTHCARE, a Minnesota**
 18 **corporation; UMR, INC., dba UNITED**
 19 **MEDICAL RESOURCES, a Delaware**
 20 **corporation; OXFORD HEALTH PLANS,**
 21 **INC., a Delaware corporation; SIERRA**
 22 **HEALTH AND LIFE INSURANCE**
 23 **COMPANY, INC., a Nevada corporation;**
 24 **SIERRA HEALTH-CARE OPTIONS, INC.,**
 25 **a Nevada corporation; HEALTH PLAN OF**
 26 **NEVADA, INC., a Nevada corporation;**
 27 **DOES 1-10; ROE ENTITIES 11-20,**

28 **Defendants.**

Case No.: 2:19-cv-00832-JAD-VCF

MOTION TO REMAND

23 Plaintiff Fremont Emergency Services (Mandavia), Ltd. ("Fremont"), by and through its
 24 counsel of record, McDonald Carano LLP, hereby moves this Court to remand this action to the
 25 Eighth Judicial District Court for Clark County, Nevada. In addition, pursuant to 28 U.S.C. §
 26 1447(c), Fremont also asks that the Court award it its reasonable attorneys' fees and costs incurred
 27 in filing this Motion.

McDONALD CARANO

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 PHONE 702.873.4100 • FAX 702.873.9966

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1 This Motion is based upon the record in this matter, the points and authorities that follow,
2 the Declaration of Kristen T. Gallagher (the “Gallagher Decl.”), the exhibits attached thereto, and
3 any argument of counsel entertained by the Court.

4 MEMORANDUM OF POINTS AND AUTHORITIES

5 I. INTRODUCTION

6 Plaintiff Fremont Emergency Services (Mandavia), Ltd. (“Fremont”) has asserted claims
7 against defendants United HealthCare Insurance Company (“UHCIC”), United HealthCare
8 Services, Inc. dba UnitedHealthcare (“UHC Services”), UMR, Inc. dba United Medical Resources
9 (“UMR”), Oxford Health Plans, Inc. (“Oxford” and with UHCIC, UHC Services and UMR, the
10 “UH Parties”), Sierra Health and Life Insurance Company, Inc. (“Sierra”), Sierra Health-Care
11 Options, Inc. (“Sierra Options”) and Health Plan of Nevada, Inc. (“HPN” and, collectively with
12 the UH Parties, “United HealthCare”) based entirely on United HealthCare’s statutory and
13 common law duties. Nothing in Fremont’s complaint concerns United HealthCare’s obligations
14 under any employee benefit plan that it provides to its members. Pertinent to this Motion, United
15 HealthCare has paid all of the claims at issue in the litigation, making the question of coverage
16 under the respective plans a nonissue. The *only* issue here is the amount of payment that was
17 tendered to Fremont and whether that rate of payment is adequate under Nevada statutes and
18 common law. As is detailed below, Ninth Circuit precedent dictates that disputes concerning the
19 *rate of payment* rather than the *right to payment* are not governed by the Employee Retirement
20 Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. § 1132(a)(1)(B), and are not
21 subject to complete preemption under *Davila* and its progeny. United HealthCare is well-aware
22 of the governing authority on this issue, especially given that it has filed similar notices of removal
23 in Florida and Oklahoma and motions to remand citing this authority have also been filed in those
24 actions. Further, not only is United HealthCare aware of this authority, United HealthCare has
25 suffered the brunt of this authority in Florida where a case it removed there was remanded to state
26 court based on these very same arguments. Thus, as is detailed below, Fremont’s Motion to
27 Remand should be granted and, given the frivolous nature of United HealthCare’s arguments
28

1 regarding removal in light of binding precedent and its failure to prevail on these arguments in
2 other jurisdictions, attorneys' fees and costs should be awarded in Fremont's favor.

3 **II. STATEMENT OF FACTS**

4 Fremont is a professional practice group of emergency medicine physicians and healthcare
5 providers that provides emergency medicine services to patients presenting to the emergency
6 departments at eight hospitals and other facilities in Clark County, Nevada staffed by Fremont.
7 *See* Notice of Removal, Ex. 1 (ECF No. 1) (hereinafter "Compl.") at ¶ 14. Fremont and the
8 hospitals whose emergency departments it staffs are obligated by both federal and Nevada law to
9 examine any individual visiting the emergency department and to provide stabilizing treatment to
10 any such individual with an emergency medical condition, regardless of the individual's insurance
11 coverage or ability to pay. *Id.* at ¶ 15; *see also* Emergency Medical Treatment and Active Labor
12 Act (EMTALA), 42 U.S.C. § 1395dd; NRS 439B.410. Fremont fulfills this obligation for the
13 hospitals which its staffs. Compl. at ¶ 15. In this role, Fremont's physicians provide emergency
14 medicine services to all patients, regardless of insurance coverage or ability to pay, including to
15 patients with insurance coverage issued, administered and/or underwritten by United HealthCare.
16 *Id.*

17 United HealthCare is responsible for administering and/or paying for certain emergency
18 medical services provided by Fremont which are at issue in the litigation. *Id.* at ¶¶ 3-9. United
19 HealthCare provides, either directly or through arrangements with providers such as hospitals and
20 Fremont, healthcare benefits to its members. *Id.* at ¶ 16. There is no written agreement between
21 United HealthCare and Fremont for the healthcare claims at issue in this litigation; Fremont is
22 therefore designated as "non-participating" or "out-of-network" for all of the claims at issue in
23 this litigation. *Id.* at ¶ 17. Notwithstanding the lack of a written agreement, an implied-in-fact
24 agreement exists between the parties. *Id.*

25 Despite not participating in United HealthCare's "provider network" for the period in
26 dispute, Fremont has continued to provide emergency medicine treatment, as required by law, to
27 patients covered by United HealthCare's plans (the "Members") who seek care at the emergency
28 departments where they provide coverage. *Id.* at ¶ 22. In emergency situations, patients are likely

1 to go to the nearest hospital for care, particularly if they are transported by ambulance. *Id.* at ¶
2 23. Patients facing an emergency situation are unlikely to have the luxury of determining which
3 hospitals and physicians are in-network under their health plan. *Id.* United HealthCare is
4 obligated to reimburse Fremont at the usual and customary rate for emergency services Fremont
5 provided to its Patients, or alternatively for the reasonable value of the services provided. *Id.*

6 From July 1, 2017 through the present, Fremont has provided emergency medicine
7 services to United HealthCare's members; however, commencing July 1, 2017, the UH Parties
8 arbitrarily began drastically reducing the rates at which they paid Fremont for emergency services
9 for some claims, but not others. *Id.* at ¶¶ 19-20. The UH Parties paid some of the claims for
10 emergency services rendered by Fremont at far below the usual and customary rates, yet paid other
11 substantially identical claims submitted by Fremont at higher rates. *Id.* at ¶ 20.

12 Relevant to this Motion, for each of the healthcare claims at issue in this litigation, **United**
13 **HealthCare has already determined that each claim is payable**; however, it paid the claim at
14 an artificially reduced rate. *Id.* at ¶ 27. Thus, the claims at issue involve no questions of whether
15 the claim should be covered under a health plan or whether it is payable; rather, the questions at
16 issue in this case involve only a determination of whether United HealthCare paid the claim at the
17 required usual and customary rate or, alternatively, for the reasonable value of services rendered.

18 On April 15, 2019, Fremont filed its complaint against United HealthCare for breach of
19 implied in fact contract, tortious breach of the implied covenant of good faith and fair dealing,
20 alternative claim for unjust enrichment, violation of NRS 686A.020 and 686A.310, violations of
21 Nevada Prompt Pay statutes and regulations, Consumer Fraud & Deceptive Trade Practices Acts
22 and for declaratory judgment. *See* Complaint, Notice of Removal (ECF No. 1) at Exhibit 1. On
23 May 14, 2019, United HealthCare filed its Notice of Removal with this Court, contending that the
24 state law claims asserted are completely preempted by ERISA because the subject claims relate
25 to an employee benefit plan. (ECF No. 1). As detailed herein, the claims arise not from an
26 employee benefit plan, but United HealthCare's statutory and common law duty to pay for its
27 Members' emergency services at usual and customary rates or, alternatively, for the reasonable
28 value of services rendered. Binding precedent in the Ninth Circuit makes clear that cases, such as

1 this, which concern the rate of payment only, do not relate to employee benefit plans, are not
 2 preempted by ERISA and, therefore, do not give rise to federal question jurisdiction. Although
 3 United HealthCare has made and lost these same arguments before another federal court, it again
 4 pursues this frivolous¹ removal for, what appears to be, no other purpose than to delay and
 5 unnecessarily expand these proceedings. Because ERISA does not preempt the claims at issue,
 6 there is no basis for federal question jurisdiction and the case should be remanded back to state
 7 court.

8 II. ARGUMENT

9 A. Legal Standard

10 A motion to remand for lack of subject matter jurisdiction may be filed at any time. 28
 11 U.S.C. § 1447(c) (requiring remand for lack of subject matter jurisdiction “at any time before
 12 judgment”). There is a “strong presumption against removal and federal jurisdiction must be
 13 rejected if there is any doubt as to the right of removal in the first instance.” *Kern v. State Farm*
 14 *Mut. Auto. Ins. Co.*, 2014 WL 6983241 at *2 (D. Nev. 2014). The defendant “always has the

15
 16 ¹ The frivolous nature of United HealthCare’s removal of this action is underscored by
 17 correspondence between the parties wherein counsel for Fremont made it clear that Fremont only
 18 alleged claims concerning the rate of payment, which, as is detailed below, are clearly not subject
 19 to ERISA’s preemption. Specifically, on May 7, 2019, counsel for United HealthCare contacted
 20 Fremont’s counsel requesting a list of all of the patient names of which there were disputed claims,
 21 clearly indicating that United HealthCare intended to remove the action and was seeking to
 identify claims which they believed would give rise to preemption. Gallagher Decl. at ¶ 3. In
 response, counsel for Fremont made clear that ERISA does not apply by highlighting, “the claims
 at issue concern a dispute over the amount paid, not whether the claim was payable because
 defendants already determined the subject claims were payable. As a result, there is no basis to
 remove the action to federal court under federal question jurisdiction.” *Id.*

22 In addition, UHCIC and its affiliates have already tried and failed to obtain federal question
 23 jurisdiction based upon the same arguments forwarded in its Notice of Removal here, i.e. that
 24 ERISA completely preempts state law claims. *See e.g. Gulf-To-Bay Anesthesiology Associates,*
LLC v. UnitedHealthcare of Florida, Inc., No. 8:18-cv-00233-EAK-AAS (M.D. Fla.); *Low-T*
Physicians Service, P.L.L.C. v. United HealthCare of Texas, Inc., et al., No. 4:18-cv-00938-A
 25 (N.D. Tex.). In Florida, the federal court granted a motion to remand, finding that ERISA does
 26 not apply to claims involving rate of payment. *Gulf-to-Bay Anesthesiology Associates, LLC*, 2018
 27 WL 3640405, at *3 (M.D. Fla. July 20, 2018) (“The Court finds unavailing UHIC’s attempt to
 28 recast through an ERISA lens GTB’s entitlement to full payment.”). Similarly, a Texas federal
 court remanded for the same reason. *Low-T Physicians Serv., P.L.L.C.*, 2019 WL 935800, at *2
 (N.D. Tex. Feb. 26, 2019) (“the question here is not as to the right to ERISA benefits under a
 particular plan but on the amount of payment due under certain provider agreements. Such claims
 are not preempted by ERISA.”). Accordingly, United HealthCare’s actions, here, are clearly
 frivolous given its knowledge of the inapplicability of ERISA to rate of payment claims.

1 burden of establishing that removal is proper,” and it cannot do so with “[c]onclusory allegations.”
 2 *Id.* Generally, when there is no diversity jurisdiction, “a case will not be removable if the
 3 complaint does not affirmatively allege a federal claim.”² *Beneficial Nat’l Bank v. Anderson*, 539
 4 U.S. 1, 6 (2003). Furthermore, a defendant cannot, “merely by injecting a federal question into
 5 an action that asserts what is plainly a state-law claim, transform the action into one arising under
 6 federal law, thereby selecting the forum in which the claim shall be litigated.” *Caterpillar, Inc. v.*
 7 *Williams*, 482 U.S. 386, 399 (1987).

8 Finally, upon a proper motion to remand for lack of subject matter jurisdiction, the Court
 9 may enter an order remanding the case and “may require payment of just costs and any actual
 10 expenses, including attorney fees, incurred as a result of removal.” 28 U.S.C. § 1447(c). This
 11 Court has recognized it should grant fees and costs where there is not an objectively reasonable
 12 basis for removal, “with reasonableness analogized to whether ‘the relevant case law clearly
 13 foreclosed the defendant's basis of removal.’” *J.M. Woodworth Risk Retention Grp., Inc. v. Uni-*
 14 *Ter Underwriting Mgmt. Corp.*, No. 13-cv-0911-JAD-PAL, 2014 WL 6065820, at *1 (D. Nev.
 15 Nov. 12, 2014) quoting *Lussier v. Dollar Tree Stores, Inc.*, 518 F.3d 1062, 1066 (9th Cir.2006).

16 **B. Claims Involving Rates of Payment Are Not Preempted By ERISA**

17 “[R]emoval on ERISA grounds is only appropriate if ERISA completely preempts a state
 18 law claim.”³ *California Spine & Neurosurgery Inst. v. Boston Sci. Corp.*, No. 18-CV-07610-LHK,
 19 2019 WL 1974901, at *3 (N.D. Cal. May 3, 2019) (citing *Marin Gen. Hosp. v. Modesto & Empire*
 20 *Traction Co.*, 581 F.3d 941, 944-45 (9th Cir. 2009)). In determining whether a claim for payment
 21 falls within the purview of ERISA’s civil enforcement provision, the Ninth Circuit distinguishes
 22 between claims that implicate the *right* of payment, which are preempted by ERISA, and claims
 23

24 _____
 25 ² Under the well-pleaded complaint rule, federal question jurisdiction exists only when a plaintiff
 26 pleads a cause of action that arises under federal law. *Edwards v. BQ Resorts, LLC*, No. 2:16-cv-
 27 01649-JAD-VCF, 2016 WL 6905378, at *1 (D. Nev. Nov. 23, 2016).

28 ³ Ordinarily, federal preemption is merely a defense to the merits of a claim and does not provide
 federal question jurisdiction or a basis to remove an action to federal court. *Caterpillar Inc. v.*
Williams, 482 U.S. 386, 392 (1987). Complete preemption, if it exists, is a “narrow exception” to
 the well-pleaded complaint rule that “converts” state-law claims into federal law ones, and thereby
 allows removal to federal court. *Aetna Health, Inc. v. Davila*, 542 U.S. 200, 209 (2004).

1 that implicate the *rate* of payment, which are not preempted. *Blue Cross of California v.*
2 *Anesthesia Care Assocs. Med. Grp., Inc.*, 187 F.3d 1045, 1051 (9th Cir. 1999) (noting that ERISA
3 did not preempt the state law claims because “[t]he dispute here is not over the right to payment,
4 which might be said to depend on the patients’ assignments to the Providers, but the amount, or
5 level, of payment, which depends on the terms of the provider agreements.”); *Windisch v.*
6 *Hometown Health Plan, Inc.*, No. 3:08-cv-00664-RJC-RAM, 2010 WL 786518, at *5 (D. Nev.
7 Mar. 5, 2010) (“Plaintiff has affirmatively taken the position that he is only challenging
8 Defendants’ adjudication and payment of claims that have already been determined to be
9 covered...ERISA does not preempt Plaintiff’s claims because they do not require the Court to
10 interpret ERISA plans.”). Federal courts in other states likewise have determined that ERISA
11 does not completely preempt claims based on statutory or other common law rate-payment
12 obligations. *E.g.*, *Coast Plaza Doctors Hosp. v. Ark. Blue Cross & Blue Shield*, No. CV 10-6927
13 DDP (JEMx), 2011 WL 3756052, at *4 (C.D. Cal. Aug. 25, 2011); *Med. & Chirurgical Faculty*
14 *of Md. v. Aetna U.S. Healthcare, Inc.*, 221 F. Supp. 2d 618, 619 & n.1 (D. Md. 2002); *Emergency*
15 *Servs. of Zephyrhills, P.A. v. Coventry Health Care of Fla., Inc.*, --- F. Supp. 3d ----, Case No. 16-
16 25193, 2017 WL 6548019, at *5 (S.D. Fla. Apr. 5, 2017) (remanding out-of-network provider’s
17 claims for underpayment, breach of implied in fact contract and unjust enrichment where plaintiff
18 alleged violation of Florida rate payment statute); *Lone Star OB/GYN Assocs.*, 579 F.3d at 530
19 (“A claim that implicates the rate of payment as set out in the Provider Agreement, rather than the
20 right to payment under the terms of the benefit plan, does not run afoul of *Davila* and is not
21 preempted by ERISA.”).

22 As the Complaint makes clear,⁴ Fremont’s claims in this action concern the *rate* of
23 payment rather than the right to payment; thus, ERISA preemption does not apply. In its
24

25 _____
26 ⁴ In its Notice of Removal, United HealthCare contends that approximately 90% of Fremont’s
27 medical claims were made against employee welfare benefit plans governed by ERISA. This is a
28 red herring. Regardless of whether this is true, it does not impact the analysis of whether
Fremont’s claims are preempted by ERISA. Even if 100% of the claims were claims that were
covered under ERISA plans, it does not change the issue in this litigation – which is not whether
the claims are covered by the ERISA plans, but, rather, whether the rate of payment was
appropriate. As is detailed in case after case, in various jurisdictions, including the Ninth Circuit,

1 Complaint, Fremont specifically asserted that it is only pursuing claims which have already been
2 paid by United HealthCare to make clear that ERISA has no application to the case at hand.
3 Compl. at ¶ 27 (“For each of the healthcare claims at issue in this litigation, United HealthCare
4 determined the claim was payable; however, it paid the claim at an artificially reduced rate. Thus,
5 the claims at issue involve no questions of whether the claim is payable; rather, they involve only
6 a determination of whether United HealthCare paid the claim at the required usual and customary
7 rate, which it did not.”). As such, there can be no question that the claims at issue – which center
8 around the rate of payment tendered to Fremont – are not preempted by ERISA and, consequently,
9 this Court lacks subject matter jurisdiction over this case.

10 The cases cited by United HealthCare in its Notice of Removal (ECF No. 1) are inapposite.
11 Indeed, in *Tingey v. Pixley-Richards W., Inc.*, the plaintiff was an *employee* bringing suit for
12 claims concerning the employer’s and insurer’s termination of health insurance coverage, squarely
13 within the scope of ERISA because the claims related to an employee welfare benefit plan. *Tingey*
14 *v. Pixley-Richards W., Inc.*, 953 F.2d 1124, 1133 (9th Cir. 1992). Similarly, in *Misic v. Bldg.*
15 *Serb. Employees Health & Welfare Tr.*, the insurer was being sued for failure to cover a claim
16 based on the amount that was expressly required to be paid under the health plan when the
17 beneficiary’s rights were assigned to the medical provider. *Misic v. Bldg. Serv. Employees Health*
18 *& Welfare Tr.*, 789 F.2d 1374, 1376 (9th Cir. 1986). Here, the health plan at issue has nothing to
19 do with the claims that are being asserted. The health plans do not govern the amount of payment
20 to be made to the provider and the claims that are being asserted do not relate to the plan.

21 In *Gables*, while the Court did note that substance of a complaint prevails over form, the
22 Eleventh Circuit noted that the state law claims that were asserted by the provider concerned an
23 alleged wrongful denial of *coverage* under the health care plan. *Gables Ins. Recovery, Inc. v. Blue*
24 *Cross & Blue Shield of Fla., Inc.*, 813 F.3d 1333, 1338 (11th Cir. 2015). Here, on the other hand,
25 there is no dispute concerning coverage. United HealthCare approved the claims at issue for
26

27
28 _____
claims involving the rate of payment tendered to a provider are not preempted by ERISA when
coverage under a health plan has already been determined.

1 payment. The only dispute is whether United HealthCare paid a sufficient rate for such claims
2 which is governed by statute and common law.

3 Finally, in *Cleghorn*, an employee bringing claims against the insurer asserted claims
4 which arose directly from the health plan. *Cleghorn v. Blue Shield of California*, 408 F.3d 1222,
5 1223–24 (9th Cir. 2005). Cleghorn brought state law claims based on his health plan’s denial of
6 coverage for medical services he received. *Id.* Specifically, the plan provided that emergency
7 services would only be covered if the condition of the patient met certain criteria or treatment was
8 approved by the primary care physician or health plan. *Id.* at 1224. Coverage was denied when
9 Cleghorn did not meet either of those conditions, as set forth in the health plan. *Id.* Here, again,
10 there is no dispute that all of the claims at issue in this litigation were deemed payable by the
11 various health plans and such claims were, indeed, paid. The only dispute is the amount of
12 payment that was received. Accordingly, *Cleghorn* is also inapplicable to the facts at issue here.

13 Based on applicable statutes and common law, the amount Fremont received from United
14 HealthCare for the services provided to its Members is inadequate and, therefore, such
15 underpayment gives rise to the claims for relief asserted by Fremont. The cases identified by
16 United HealthCare in its Notice of Removal have no effect on the analysis here because they do
17 not relate to disputes concerning rate of payment between a provider and an insurer. Because the
18 Ninth Circuit and numerous other jurisdictions have determined that disputes involving rates of
19 payment are not subject to ERISA, this Court should reject United HealthCare’s argument and
20 grant Fremont’s Motion to allow this matter to be adjudicated in state court.

21 **C. Under *Davila*, United HealthCare Cannot Remove this Action on the Basis of**
22 **ERISA Preemption**

23 ERISA, the federal law governing employee benefits, completely preempts state law only
24 to the extent that the state law “duplicates, supplements, or supplants the ERISA civil enforcement
25 remedy.” *Aetna Health Inc. v. Davila*, 542 U.S. 200, 209 (2004). Importantly, complete
26 preemption under ERISA does not extend to state laws and state-law causes of action that “attempt
27 to remedy any violation of a legal duty independent of ERISA”—that is, state law causes of action
28 that are distinct and independent from the terms of an employee health benefit plan. *Id.* at 214;

1 *see also Lone Star OB/GYN Assocs. v. Aetna Health Inc.*, 579 F.3d 525, 529-530 (5th Cir. 2009).
2 In other words, when a claim implicates an independent legal duty, unrelated to ERISA or the
3 terms of an ERISA plan, it does not overlap with the ERISA enforcement scheme and is therefore
4 not preempted. *Lone Star OB/GYN Assocs.*, 579 F.3d at 529-30. As the party removing the case,
5 United HealthCare bears the burden of establishing complete preemption under ERISA. To satisfy
6 this burden, United HealthCare must establish that (1) Fremont could have brought its claims
7 directly under ERISA, and (2) Fremont’s state law causes of action are not predicated on a legal
8 duty that is independent of ERISA. *See Davila*, 542 U.S. at 210. As neither prong is satisfied,
9 remand of this case is appropriate for this additional reason.⁵

10 ***1. Fremont could not have asserted its claims under ERISA***

11 Applying the two-part *Davila* test, the Eleventh Circuit has held that when in-network
12 providers challenge only the rate of payment, not the right to payment, neither *Davila* requirement
13 is satisfied. *Connecticut State Dental Ass'n v. Anthem Health Plans, Inc.*, 591 F.3d 1337, 1347–
14 50 (11th Cir. 2009). The first *Davila* requirement cannot be satisfied because the duty under the
15 agreement is not one owed to a plan beneficiary or participant; it is owed only to the provider. *See*
16 *id.* at 1348 (“patients are not parties to the provider agreements”). The claim cannot be asserted
17 under ERISA’s civil enforcement provision because that provision is available only to vindicate
18 rights owed to participants and beneficiaries. *See id.* at 1348 (reimbursement-rate claims are “not
19 claims for benefits that could be asserted by the patients-assignors”).

20 Here, Fremont could not have asserted its claims against United HealthCare under ERISA
21 because its dispute with United HealthCare does not involve an employee benefit plan, just as was
22 the case in *Connecticut State Dental*. Fremont does not bring suit under ERISA or the ERISA
23 plans at issue, nor is it a participant or beneficiary of those plans authorized to independently bring
24 suit under ERISA. *See* 29 U.S.C. § 1132(a)(1)(B) (authorizing a “participant or beneficiary” to
25

26 _____
27 ⁵ In rate of payment cases, courts considering motions to remand often do not consider *Davila* in
28 detail because, as a threshold matter, rate of payment cases are not preempted by ERISA.
However, because *Davila* is the guiding case on ERISA preemption, Fremont will endeavor to
perform an analysis under *Davila*; although the mere fact that this case involves rate of payment
should be dispositive in determining that the case is not preempted by ERISA.

1 bring a civil action to recover benefits due under a plan). Further, Fremont does not sue
2 derivatively to enforce an ERISA plan beneficiary's claim for benefits.⁶ Instead, Fremont asserted
3 its claims to enforce its independent rights, under Nevada law, for timely payment at the usual and
4 customary rate or reasonable value of services for emergency care provided to United
5 HealthCare's insureds. This right is not derivative of or dependent upon the terms of any particular
6 patient's benefit plan in any way -- the terms of the patients' benefit plans are irrelevant to
7 Fremont's claims. In fact, for each of the claims asserted by Fremont, there is no need to consider
8 the existence of the health plan, at all. Rather, the question of liability turns on whether the rate
9 of payment tendered to Fremont was usual and customary and/or a reasonable value for the
10 services rendered. Thus, Fremont could not have asserted its claims against United HealthCare
11 under ERISA because there is no right arising under a health benefit plan which is implicated in
12 this case.

13 2. *Fremont's claims arise from an independent legal duty from ERISA*

14 The Ninth Circuit, along with federal courts in numerous other jurisdictions have found
15 that claims like those asserted by Fremont concern independent legal duties that do not implicate
16 ERISA's civil enforcement scheme. *See, e.g., Marin Gen. Hosp. v. Modesto & Empire Traction*
17 *Co.*, 581 F.3d 941 (9th Cir. 2009); *California Spine & Neurosurgery Inst.*, 2019 WL 1974901, at
18

19 _____
20 ⁶ Whether or not an assignment of benefits exists does not change this analysis because Fremont
21 is not asserting any claims as assignee of benefits under an ERISA plan. Indeed, in the Ninth
22 Circuit in *Marin Gen. Hosp. v. Modesto & Empire Traction Co.* the Court dealt with this exact
23 issue and determined it was of no consequence:

24 the patient assigned to the Hospital any claim he had under his ERISA plan.
25 Pursuant to that assignment, the Hospital was paid the money owed to the
26 patient under the ERISA plan. The Hospital now seeks more money based
27 upon a different obligation. The obligation to pay this additional money
28 does not stem from the ERISA plan, and the Hospital is therefore not suing
as the assignee of an ERISA plan participant or beneficiary under §
502(a)(1)(B). Rather, the asserted obligation to make the additional
payment stems from the alleged oral contract between the Hospital and
MBAMD. As in *Blue Cross*, the Hospital is not suing defendants based on
any assignment from the patient of his rights under his ERISA plan pursuant
to § 502(a)(1)(B); rather, it is suing in its own right pursuant to an
independent obligation.

581 F.3d 941, 948 (9th Cir. 2009).

1 *3 (“Under Ninth Circuit law, ERISA does not preempt claims by a third party [medical provider]
 2 who sues an ERISA plan not as an assignee of a purported ERISA beneficiary, but as an
 3 independent entity claiming damages.”) (citing *Catholic Healthcare West-Bay Area v. Seafarers*
 4 *Health & Benefits Plan*, 321 Fed. App'x 563, 564 (9th Cir. 2008)); *Emergency Servs. of*
 5 *Zephyrhills, P.A. v. Coventry Health Care of Fla., Inc.*, 281 F. Supp. 3d 1338, 1345–46 (S.D. Fla.
 6 Apr. 5, 2017) (remanding out-of-network provider’s claim under particular Florida statute); *Lone*
 7 *Star*, 579 F.3d at 532 (“[I]n seeking remedies under the Texas Pay Prompt Act, Lone Star is not
 8 seeking relief that ‘duplicates, supplements or supplants’ that provided by ERISA.”).

9 In *Marin Gen. Hosp. v. Modesto & Empire Traction Co.*, Marin General Hospital filed suit
 10 against Modesto (a patient’s insurer) based on allegations that Modesto promised to pay 90% of
 11 medical expenses incurred by the patient, but instead paid only 26% of such medical expenses.
 12 581 F.3d 941, 943 (9th Cir. 2009). Marin asserted claims of breach of an implied contract, breach
 13 of an oral contract, negligent misrepresentation, quantum meruit, and estoppel. *Id.* at 944. In
 14 analyzing the *Davila* case and deciding that the hospital’s claims were not preempted by ERISA,
 15 the Ninth Circuit explained:

16 The question under the second prong of *Davila* is whether the
 17 complaint relies on a legal duty that arises independently of ERISA.
 18 Since the state-law claims asserted in this case are in no way based
 19 on an obligation under an ERISA plan, and **since they would exist
 whether or not an ERISA plan existed**, they are based on “other
 independent legal dut[ies]” within the meaning of *Davila*.

20 *Id.* at 950 (emphasis added). The Eleventh Circuit, in *Connecticut State Dental*, also highlighted
 21 that in rate of payment cases, the second *Davila* factor is not satisfied, because the provider-plan
 22 agreement⁷ creates a “separate duty independent of ERISA.” *Id.* at 1349 (citation omitted). That

23
 24 ⁷ Although contracts between the plan and provider furnished the duty to the providers in
 25 *Connecticut State Dental*, “[n]o part of *Connecticut State Dental* supports the proposition that an
 26 express written provider agreement must be present before the rate-of-payment/right-of-payment
 27 test can apply.” *Hialeah Anesthesia Specialists, LLC v. Coventry Health Care of Fla., Inc.*, 258 F.
 28 Supp. 3d 1323, 1329 (S.D. Fla. 2017) (remanding a provider’s similar out-of-network rate-based
 Florida statutory and common claims for underpayment); *see also Emergency Servs. of Zephyrhills,*
P.A. v. Coventry Health Care of Fla., Inc., 281 F. Supp. 3d 1339, 1342-46 (S.D. Fla. 2017) (remanding
 claims for implied-in-fact contract and unjust enrichment); *Orthopaedic Care Specialists, P.L. v. Blue*
Cross & Blue Shield of Fla., Inc., No. 12-81148-CIV, 2013 WL 12095594, at *2 (S.D. Fla. Mar. 5,
 2013) (remanding claims for unjust enrichment and quantum meruit).

1 is true even if the court must “refer to the plan in order to determine the correct payment rate.” *Id.*
 2 at 1349-50 (citation omitted). Thus, so long as the complaint’s allegations challenge only the rate
 3 of payment for claims the plan paid, rather than contending that the plan should have paid
 4 something when it paid nothing, ERISA complete preemption does not apply. *Id.* at 1350-51.

5 Fremont’s claims arise from duties that are completely independent of ERISA—namely,
 6 United HealthCare’s duty under Nevada statutes and common law to reimburse out-of-network
 7 providers for emergency care at the usual and customary rate or the reasonable value of services
 8 provided. Just as was the case in *Marin*, the statutory and common law based claims⁸ which are
 9 asserted in the complaint are entirely independent of ERISA because such claims would exist
 10 whether or not an ERISA plan existed. In fact, many of the underpaid claims at issue arise out of
 11 non-ERISA plans. The fact that the claims asserted in the complaint make no distinction between
 12 ERISA and non-ERISA plans further underscores that these claims are completely unaffected by
 13 the existence of an ERISA plan. Because Fremont brings claims that are independent of any duty
 14 under ERISA, ERISA preemption does not apply, and this Court lacks federal question subject
 15 matter jurisdiction over this action. Accordingly, the Court should grant Fremont’s Motion to
 16 Remand.

17 **D. Fremont is Entitled to Recover Its Attorney’s Fees and Costs Incurred in**
 18 **Filing this Motion Because of United’s Improper Removal**

19 Should the Court grant this Motion, Fremont may recover its attorneys’ fees and costs from
 20 United HealthCare’s improper removal. 28 U.S.C. § 1447(c). In applying § 1447(c), this Court
 21 has explained that fees are appropriate if the removal was not objectively reasonable based on the
 22 relevant case law. *See J.M. Woodworth*, 2014 WL 6065820 at *1.

23 Here, United HealthCare did not have an objectively reasonable basis for removal. Clear
 24 case law, of which United HealthCare was apprised (given its affiliates’ pending actions in Florida
 25 and Oklahoma which were filed before United HealthCare filed its Notice of Removal)

26 _____
 27 ⁸ The claims asserted are breach of implied in fact contract, tortious breach of the implied
 28 covenant of good faith and fair dealing, alternative claim for unjust enrichment, violation of NRS
 686A.020 and 686A.310, violations of Nevada Prompt Pay statutes and regulations, Consumer
 Fraud & Deceptive Trade Practices Acts and for declaratory judgment.

1 demonstrated that removal was improper because ERISA does not preempt disputes concerning
 2 rates of payment. Thus, despite the well-established legal standards prohibiting removal for rate
 3 payment cases, United HealthCare chose to disregard Ninth Circuit precedent and remove this
 4 action. This is exactly the type of misconduct envisioned by 28 U.S.C. § 1447(c) when it was
 5 enacted to allow for the recovery of fees and costs upon the improper removal of a case.
 6 Accordingly, Fremont is entitled to recover its attorneys’ fees and costs incurred in filing the
 7 Motion. Based on clear case law, United HealthCare did not have an objectively reasonable basis
 8 for removal yet chose to proceed in this manner ignoring binding precedent on this issue.

9 **III. CONCLUSION**

10 Fremont respectfully requests that the Court remand the matter back to the Eighth Judicial
 11 District Court, Clark County, Nevada. United HealthCare’s Notice of Removal does not satisfy
 12 its burden upon removal to plead federal question jurisdiction. Additionally, Fremont further
 13 requests that the Court, pursuant to 28 U.S.C. § 1447(c), award it its attorneys’ fees and costs
 14 incurred in filing this Motion.

15 DATED this 24th day of May, 2019.

16 McDONALD CARANO LLP

17 By: /s/ Kristen T. Gallagher
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000114

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 24th day of May, 2019, I caused a true and correct copy of the foregoing **MOTION TO REMAND** to be served via the U.S. District Court’s Notice of Electronic Filing system (“NEF”) in the above-captioned case, upon the following:

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Colby L. Balkenbush, Esq.
Josephine E. Groh, Esq.
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/s/ Marianne Carter
An employee of McDonald Carano LLP

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INDEX OF EXHIBITS

<u>Description</u>	<u>Exhibit No.</u>
Declaration of Kristen T. Gallagher, Esq.	
Email chain dated May 9, 2019	1

4816-9933-0455, v. 2

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6 *Attorneys for Plaintiff Fremont Emergency*
 7 *Services (Mandavia), Ltd.*

8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 FREMONT EMERGENCY SERVICES
 11 (MANDAVIA), LTD., a Nevada professional
 corporation,

12 Plaintiff,

13 vs.

14 UNITED HEALTHCARE INSURANCE
 COMPANY, a Connecticut corporation;
 15 UNITED HEALTH CARE SERVICES INC.,
 dba UNITEDHEALTHCARE, a Minnesota
 16 corporation; UMR, INC., dba UNITED
 MEDICAL RESOURCES, a Delaware
 17 corporation; OXFORD HEALTH PLANS,
 INC., a Delaware corporation; SIERRA
 18 HEALTH AND LIFE INSURANCE
 COMPANY, INC., a Nevada corporation;
 19 SIERRA HEALTH-CARE OPTIONS, INC.,
 a Nevada corporation; HEALTH PLAN OF
 20 NEVADA, INC., a Nevada corporation;
 DOES 1-10; ROE ENTITIES 11-20,

21 Defendants.
 22

Case No.: 2:19-cv-00832-JAD-VCF

**DECLARATION OF KRISTEN T.
 GALLAGHER, ESQ. IN SUPPORT OF
 MOTION TO REMAND**

23 I, KRISTEN T. GALLAGHER, declare as follows:

24 1. I am an attorney licensed to practice law in the State of Nevada and am a partner
 25 in the law firm of McDonald Carano LLP, counsel for Fremont.

26 2. This declaration is submitted in support of Fremont Emergency Services
 27 (Mandavia), Ltd.’s Motion to Remand and is made of my own personal knowledge, unless
 28 otherwise indicated. I am over 18 years of age, and I am competent to testify as to same.

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000117

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 24th day of May 2019, I caused a true and correct copy of the foregoing **DECLARATION OF KRISTEN T. GALLAGHER IN SUPPORT OF MOTION TO REMAND** to be served via the U.S. District Court’s Notice of Electronic Filing system (“NEF”) in the above-captioned case, upon the following:

D. Lee Roberts, Jr., Esq.
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/s/ Marianne Carter
An employee of McDonald Carano LLP

4830-4840-4119, v. 1

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000119

EXHIBIT 1

Email chain dated May 9, 2019

000120

000120

Kristen T. Gallagher

From: Kristen T. Gallagher
Sent: Thursday, May 9, 2019 5:39 PM
To: 'Balkenbush, Colby'; Pat Lundvall; Amanda Perach
Cc: Roberts, Lee; Bowman, Cindy S.
Subject: RE: Fremont Emergency Services v. United Healthcare Insurance, et. al.

Thank you for your message.

As you likely noted from review of the Complaint, Fremont Emergency Services does not assert any causes of action with respect to defendants' insureds/participants whose health insurance was issued under Medicare Part C (Medicare Advantage) or is provided under the Federal Employee Health Benefits Act (FEHBA), nor does it assert any claims relating to defendants' managed Medicaid business. Additionally, the claims at issue concern a dispute over the amount paid, not whether the claim was payable because defendants already determined the subject claims were payable. As a result, there is no basis to remove the action to federal court under federal question jurisdiction. Once defendants have filed a response to the Complaint, we can discuss next steps.

Regards,

Kristen T. Gallagher | Partner

McDONALD CARANO

P: 702.873.4100 | E: kgallagher@mcdonaldcarano.com

From: Balkenbush, Colby <CBalkenbush@wwhgd.com>

Sent: Tuesday, May 7, 2019 12:02 PM

To: Pat Lundvall <plundvall@mcdonaldcarano.com>; Kristen T. Gallagher <kgallagher@mcdonaldcarano.com>; Amanda Perach <aperach@mcdonaldcarano.com>

Cc: Roberts, Lee <LRoberts@wwhgd.com>; Bowman, Cindy S. <CBowman@wwhgd.com>

Subject: Fremont Emergency Services v. United Healthcare Insurance, et. al.

Pat, Kristen, Amanda,

Lee and I represent the defendants in the attached complaint and are preparing a response. The Complaint alleges that Fremont provided treatment to more than 10,800 Patients who were members of United HealthCare's Health Plans. See Complaint at ¶ 25. Would you be willing to provide the Patients' names, dates of birth and/or a social security numbers so we can determine whether these are United's insureds/participants and which benefit plans are involved? We understand that Fremont has no obligation to provide this information at this stage but it certainly would be among one of the first things we would seek when discovery begins.

Best,

Colby



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The information contained in this message may contain privileged client confidential information. If you have received this message in error, please delete it and any copies immediately.

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12

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 10 *UMR, Inc., Oxford Health Plans, Inc.,*
Sierra Health and Life Insurance Co., Inc.,
 11 *Sierra Health-Care Options, Inc., and*
Health Plan of Nevada, Inc.
 12

13
 14 **UNITED STATES DISTRICT COURT**
 15 **DISTRICT OF NEVADA**

16 FREMONT EMERGENCY SERVICES
 (MANDAVIA), LTD., a Nevada professional
 17 corporation,

18 Plaintiff,

19 vs.

20 UNITED HEALTHCARE INSURANCE
 COMPANY, a Connecticut corporation; UNITED
 21 HEALTH CARE SERVICES INC. dba
 UNITEDHEALTHCARE, a Minnesota
 22 corporation; UMR, INC. dba UNITED
 MEDICAL RESOURCES, a Delaware
 23 corporation; OXFORD HEALTH PLANS, INC.,
 a Delaware corporation; SIERRA HEALTH AND
 24 LIFE INSURANCE COMPANY, INC., a Nevada
 corporation; SIERRA HEALTH-CARE
 25 OPTIONS, INC., a Nevada corporation;
 HEALTH PLAN OF NEVADA, INC., a Nevada
 26 corporation; DOES 1-10; ROE ENTITIES 11-20,

27 Defendants.
 28

Case No.: 2:19-cv-00832-JAD-VCF

**DEFENDANTS' STATEMENT OF
 REMOVAL**

000123
 WEINBERG WHEELER
 HUDGINS GUNN & DIAL



1 Defendants UnitedHealthcare Insurance Company (“UHIC”), United HealthCare
2 Services, Inc. (“UHS”), UMR, Inc. (“UMR”), Oxford Health Plans, Inc. (“Oxford”), Sierra
3 Health and Life Insurance Co., Inc. (“SHL”), Sierra Health-Care Options, Inc. (“SHO”), and
4 Health Plan of Nevada, Inc. (“HPN”) (collectively “Defendants”), file this Statement of Removal
5 as required by the Order of the Court dated May 15, 2019. See ECF No. 3.

6 **1. Date Defendants were served with a copy of the Complaint:**

7 UHS was served with the Complaint on April 22, 2019 via a copy of the Summons and
8 Complaint being served on the Nevada Insurance Commissioner on April 19, 2019 and mailed to
9 UHS on April 22, 2019.¹ SHL, SHO and HPN were served with the Complaint on April 23,
10 2019. Oxford was served with the Complaint on April 25, 2019. Upon information and belief,
11 UHIC and UMR have still not been served with a copy of the Complaint.

12 **2. Date Defendants was served with a copy of the Summons:**

13 UHS was served with the Summons on April 22, 2019. SHL, SHO and HPN were served
14 with the Summons on April 23, 2019. Oxford was served with the Summons on April 25, 2019.
15 Upon information and belief, UHIC and UMR have still not been served with a copy of the
16 Summons.

17 **3. In removals based on diversity jurisdiction, the names of any served**
18 **defendants who are citizens of Nevada, the citizenship of the other parties,**
19 **and a summary of defendant's evidence of the amount in controversy.**

20 This removal was not based on diversity jurisdiction. This removal was based on federal
21 question jurisdiction.
22
23
24

25 _____
26 ¹ Pursuant to NRS 680A.260, service on an insurer is effective once the Nevada Insurance Commissioner
27 (1) is served with a copy of the summons and complaint and then (2) mails a copy of the summons and
28 complaint via certified mail to the insurer. UHS’s Notice of Removal and Motion to Dismiss were timely
as, under NRS 680A.260(3), a defendant is given an extra 10 days to respond to the complaint (i.e. 31
days to respond instead of 21 days).

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WEINBERG WHEELER
HUDGINS GUNN & DIAL

4. If your notice of removal was filed more than 30 days after you first received a copy of the summons and complaint, the reason removal has taken place at this time and the date you first received a paper identifying the basis for removal.

Not applicable. The earliest Defendant served was UHS. By operation of NRS 680A.260, UHS was deemed to have received a copy of the Summons and Complaint on April 22, 2019. All Defendants filed a Joint Notice of Removal on May 14, 2019.

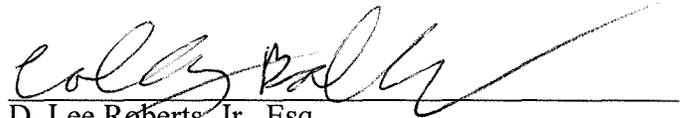
5. In actions removed on the basis of the court's jurisdiction in which the state court action was commenced more than one year before the date of removal, the reasons this action should not summarily be remanded to state court.

Not applicable. Defendants filed their Notice of Removal on May 14, 2019 and the state court action was commenced on April 15, 2019.

6. The name of any defendant known to have been served before you filed the notice of removal who did not formally join in the notice of removal and the reasons they did not

Not applicable. All Defendants to this action formally joined in the Notice of Removal.

Dated this 30th day of May, 2019.



D. Lee Roberts, Jr., Esq.
Colby E. Balkenbush, Esq.
Josephine E. Groh, Esq.
WEINBERG, WHEELER, HUDGINS,
GUNN & DIAL, LLC
6385 South Rainbow Blvd., Suite 400
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Telephone: (702) 938-3838
Facsimile: (702) 938-3864

Attorneys for Defendants UnitedHealthcare Insurance Company, United HealthCare Services, Inc., UMR, Inc., Oxford Health Plans, Inc., Sierra Health and Life Insurance Co., Inc., Sierra Health-Care Options, Inc., and Health Plan of Nevada, Inc.

WEINBERG WHEELER
HUDGINS GUNN & DIAL
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CERTIFICATE OF SERVICE

I hereby certify that on the 30 day of May, 2019, a true and correct copy of the foregoing **DEFENDANTS' STATEMENT OF REMOVAL** was served and filed electronically through CM/ECF to the following:

Pat Lundvall, Esq.
Kristen T. Gallagher, Esq.
Amanda M. Perach, Esq.
McDonald Carano LLP
2300 W. Sahara Ave., Suite 1200
Las Vegas, Nevada 89102
plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com
Attorneys for Plaintiff
Fremont Emergency Services (Mandavia), Ltd.

Cynthia S. Bonman
An employee of WEINBERG, WHEELER, HUDGINS
GUNN & DIAL, LLC

WEINBERG WHEELER
HUDGINS GUNN & DIAL



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13

1 PAT LUNDVALL (NSBN 3761)
 2 KRISTEN T. GALLAGHER (NSBN 9561)
 3 AMANDA M. PERACH (NSBN 12399)
 4 McDONALD CARANO LLP
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 kgallagher@mcdonaldcarano.com
 aperach@mcdonaldcarano.com

6 *Attorneys for Plaintiff Fremont Emergency*
 7 *Services (Mandavia), Ltd.*

8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10 **FREMONT EMERGENCY SERVICES**
 11 **(MANDAVIA), LTD., a Nevada professional**
 12 **corporation,**

13 **Plaintiff,**

14 **vs.**

15 **UNITED HEALTHCARE INSURANCE**
 16 **COMPANY, a Connecticut corporation;**
 17 **UNITED HEALTH CARE SERVICES INC.,**
 18 **dba UNITEDHEALTHCARE, a Minnesota**
 19 **corporation; UMR, INC., dba UNITED**
 20 **MEDICAL RESOURCES, a Delaware**
 21 **corporation; OXFORD HEALTH PLANS,**
 22 **INC., a Delaware corporation; SIERRA**
 23 **HEALTH AND LIFE INSURANCE**
 24 **COMPANY, INC., a Nevada corporation;**
 25 **SIERRA HEALTH-CARE OPTIONS, INC.,**
 26 **a Nevada corporation; HEALTH PLAN OF**
 27 **NEVADA, INC., a Nevada corporation;**
 28 **DOES 1-10; ROE ENTITIES 11-20,**

Defendants.

Case No.: 2:19-cv-00832-JAD-VCF

FREMONT EMERGENCY SERVICES
(MANDAVIA), LTD.’S RESPONSE TO
STATEMENT OF REMOVAL

McDONALD CARANO
 2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
 PHONE 702.873.4100 • FAX 702.873.9966

Fremont Emergency Services (Mandavia), Ltd. (“Plaintiff”) provides this correction to Defendants’ Statement of Removal (ECF No. 8) regarding service of the summons and complaint on defendants UnitedHealthCare Insurance Company (“UHIC”) and UMR, Inc. (“UMR”). Defendants state that, upon information and belief, neither UHIC nor UMR have been served with copies of the Summons and Complaint. See Statement of Removal at ¶¶ 1-2. Confirmation of

1 service on both UHIC and UMR was filed with the state court prior to removal, copies of which are
2 attached hereto as Exhibit 1, UHIC Proof of Service and Exhibit 2, UMR Proof of Service.

3 DATED this 31st day of May, 2019.

4 McDONALD CARANO LLP

5 By: /s/ Kristen T. Gallagher
6 Pat Lundvall (NSBN 3761)
7 Kristen T. Gallagher (NSBN 9561)
8 Amanda M. Perach (NSBN 12399)
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14 aperach@mcdonaldcarano.com

15 *Attorneys for Plaintiff Fremont Emergency*
16 *Services (Mandavia), Ltd.*

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that I am an employee of McDonald Carano LLP, and that on this 31st day of May 2019, I caused a true and correct copy of the foregoing **FREMONT EMERGENCY SERVICES (MANDAVIA), LTD.’S RESPONSE TO STATEMENT OF REMOVAL** to be served via the U.S. District Court’s Notice of Electronic Filing system (“NEF”) in the above-captioned case, upon the following:

D. Lee Roberts, Jr., Esq.
Colby L. Balkenbush, Esq.
Josephine E. Groh, Esq.
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GUNN & DIAL, LLC
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cbalkenbush@wwhgd.com
jgroh@wwhgd.com

Attorneys for Defendants UnitedHealthcare Insurance Company, United HealthCare Services, Inc., UMR, Inc., Oxford Health Plans, Inc., Sierra Health and Life Insurance Co., Inc., Sierra Health-Care Options, Inc., and Health Plan of Nevada, Inc.

/s/ Marianne Carter
An employee of McDonald Carano LLP

621900
McDONALD CARANO

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INDEX OF EXHIBITS

<u>Description</u>	<u>Exhibit No.</u>
UHIC Proof of Service	1
UMR Proof of Service	2

4820-3710-3000, v. 1

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McDONALD CARANO

2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9986

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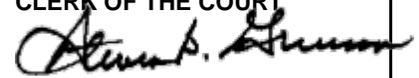
EXHIBIT 1

UHIC Proof of Service

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Electronically Filed
4/25/2019 3:15 PM
Steven D. Grierson
CLERK OF THE COURT



1 **PSER**
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
5 McDONALD CARANO LLP
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12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 **FREMONT EMERGENCY SERVICES**
18 **(MANDAVIA), LTD., a Nevada professional**
19 **corporation,**

20 **Plaintiff,**

21 **vs.**

22 **UNITED HEALTHCARE INSURANCE**
23 **COMPANY, a Connecticut corporation;**
24 **UNITED HEALTHCARE SERVICES INC.**
25 **dba UNITEDHEALTHCARE, a Minnesota**
26 **corporation; UMR, INC. dba UNITED**
27 **MEDICAL RESOURCES, a Delaware**
28 **corporation; OXFORD HEALTH PLANS,**
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

UNITED HEALTHCARE INSURANCE
COMPANY

SUMMONS

NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ
THE INFORMATION BELOW.

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

000132

1 **TO THE DEFENDANT(S):**

2 **UNITED HEALTHCARE INSURANCE COMPANY**
3 **c/o Nevada Division of Insurance**
4 **3300 W. Sahara Avenue, Suite 275**
5 **Las Vegas, NV 89102**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **31 days** after this Summons is served,
9 exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:
26 McDONALD CARANO LLP

27 STEVEN D. GRIERSON
28 CLERK OF THE COURT

By: /s/ Kristen T. Gallagher
PAT LUNDVALL (NSBN 3761)
KRISTEN T. GALLAGHER (NSBN 9561)
AMANDA M. PERACH (NSBN 12399)
McDONALD CARANO LLP
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plundvall@mcdonaldcarano.com
kgallagher@mcdonaldcarano.com
aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
Deputy Clerk
Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89101

*Attorneys for Plaintiff Fremont Emergency
Services (Mandavia), Ltd.*

McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

United Healthcare Insurance Company
Attn: Kristin Erickson
185 Asylum St.
Hartford, CT 06103
CERTIFIED MAIL NO. 7018 0680 0002 0258 3286

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22nd day of April, 2019.



RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-19-792978-B



State of Nevada, Division of Insurance
This document on which this certificate is stamped is a full, true and correct copy of the original

Date: 4/22/19 By: Rhonda Kelly

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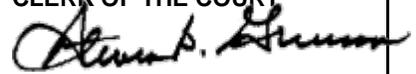
EXHIBIT 2

UMR Proof of Service

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Electronically Filed
4/25/2019 3:15 PM
Steven D. Grierson
CLERK OF THE COURT



1 PSER
2 PAT LUNDVALL (NSBN 3761)
3 KRISTEN T. GALLAGHER (NSBN 9561)
4 AMANDA M. PERACH (NSBN 12399)
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6 2300 West Sahara Avenue, Suite 1200
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12 aperach@mcdonaldcarano.com

13 *Attorneys for Plaintiff Fremont Emergency*
14 *Services (Mandavia), Ltd.*

15 **DISTRICT COURT**
16 **CLARK COUNTY, NEVADA**

17 FREMONT EMERGENCY SERVICES
18 (MANDAVIA), LTD., a Nevada professional
19 corporation,

20 Plaintiff,

21 vs.

22 UNITED HEALTHCARE INSURANCE
23 COMPANY, a Connecticut corporation;
24 UNITED HEALTHCARE SERVICES INC.
25 dba UNITEDHEALTHCARE, a Minnesota
26 corporation; UMR, INC. dba UNITED
27 MEDICAL RESOURCES, a Delaware
28 corporation; OXFORD HEALTH PLANS,
INC., a Delaware corporation; SIERRA
HEALTH AND LIFE INSURANCE
COMPANY, INC., a Nevada corporation;
SIERRA HEALTH-CARE OPTIONS, INC.,
a Nevada corporation; HEALTH PLAN OF
NEVADA, INC., a Nevada corporation;
DOES 1-10; ROE ENTITIES 11-20,

Defendants.

Case No.: A-19-792978-B
Dept. No.: 27

SUMMONS –

**UMR, INC. dba UNITED MEDICAL
RESOURCES**

SUMMONS

**NOTICE! YOU HAVE BEEN SUED, THE COURT MAY DECIDE AGAINST YOU
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 31 DAYS. READ
THE INFORMATION BELOW.**

931000
McDONALD CARANO
2300 WEST SAHARA AVENUE, SUITE 1200 • LAS VEGAS, NEVADA 89102
PHONE 702.873.4100 • FAX 702.873.9966

000136

1 **TO THE DEFENDANT(S):**

2 **UMR, INC. dba UNITED MEDICAL RESOURCES**
3 **c/o Nevada Division of Insurance**
4 **3300 W. Sahara Avenue, Suite 275**
5 **Las Vegas, NV 89102**

6 A civil Complaint has been filed by the Plaintiff against you for the relief set forth in the
7 Complaint.

- 8 1. If you intend to defend this lawsuit, within **31 days** after this Summons is served,
9 exclusive of the day of service, you must do the following:
 - 10 (a) File with the Clerk of this Court, whose address is shown below, a formal
11 written response to the Complaint in accordance with the rules of the Court,
12 with the appropriate filing fee.
 - 13 (b) Serve a copy of your response upon the attorney whose name and address
14 is shown below.
- 15 2. Unless you respond, your default will be entered upon application of the Plaintiff(s)
16 and failure to so respond will result in a judgment of default against you for the
17 relief demanded in the Complaint, which could result in the taking of money or
18 property or other relief requested in the Complaint.
- 19 3. If you intend to seek the advice of an attorney in this matter, you should do so
20 promptly so that your response may be filed on time.
- 21 4. The State of Nevada, its political subdivisions, agencies, officers, employees,
22 board members, commission members and legislators each have 45 days after
23 service of this Summons within which to file an Answer or other responsive
24 pleading to the Complaint.

25 Submitted by:

26 McDONALD CARANO LLP

27 STEVEN D. GRIERSON
28 CLERK OF THE COURT

29 By: /s/ Kristen T. Gallagher
 30 PAT LUNDVALL (NSBN 3761)
 31 KRISTEN T. GALLAGHER (NSBN 9561)
 32 AMANDA M. PERACH (NSBN 12399)
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 39 kgallagher@mcdonaldcarano.com
 40 aperach@mcdonaldcarano.com

By: Chaunte Pleasant 4/18/2019
 Deputy Clerk Chaunte Pleasant Date
 Regional Justice Center
 200 Lewis Avenue
 Las Vegas, NV 89101

41 *Attorneys for Plaintiff Fremont Emergency*
42 *Services (Mandavia), Ltd.*

McDONALD CARANO
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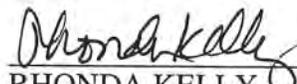
PROOF OF SERVICE

I hereby declare that on this day I served a copy of the Summons and Complaint upon the following defendant in the within matter, by shipping a copy thereof, via Certified mail, return receipt requested, to the following:

UMR, Inc.
Attn: Kristin Erickson
9700 Health Care Ln., MN017-E300
Minnetonka, MN 55343
CERTIFIED MAIL NO. 7018 0680 0002 0258 3262

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 22nd day of April, 2019.



RHONDA KELLY
Employee of the State of Nevada
Department of Business and Industry
Division of Insurance

RE: Fremont Emergency Services (Mandavia), Ltd. vs. United Healthcare Insurance Company, et al.
District Court, Clark County, Nevada
Case No. A-19-792978-B



State of Nevada, Division of Insurance
This document on which this certificate is stamped is a full, true and correct copy of the original.

Date: 4/22/19 By: Rhonda Kelly

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000138

14

14

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 3 Nevada Bar No. 13066
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 4 Josephine E. Groh, Esq.
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 5 *jpgroh@wwhgd.com*
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 6 GUNN & DIAL, LLC
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 7 Las Vegas, Nevada 89118
 Telephone: (702) 938-3838
 8 Facsimile: (702) 938-3864

9 *Attorneys for Defendants UnitedHealthcare*
Insurance Company, United HealthCare Services, Inc.,
 10 *UMR, Inc., Oxford Health Plans, Inc.,*
Sierra Health and Life Insurance Co., Inc.,
 11 *Sierra Health-Care Options, Inc., and*
Health Plan of Nevada, Inc.
 12

13
 14 **UNITED STATES DISTRICT COURT**
 15 **DISTRICT OF NEVADA**

16 FREMONT EMERGENCY SERVICES
 (MANDAVIA), LTD., a Nevada professional
 17 corporation,

18 Plaintiff,

19 vs.

20 UNITED HEALTHCARE INSURANCE
 COMPANY, a Connecticut corporation; UNITED
 21 HEALTH CARE SERVICES INC. dba
 UNITEDHEALTHCARE, a Minnesota
 22 corporation; UMR, INC. dba UNITED
 MEDICAL RESOURCES, a Delaware
 23 corporation; OXFORD HEALTH PLANS, INC.,
 a Delaware corporation; SIERRA HEALTH AND
 24 LIFE INSURANCE COMPANY, INC., a Nevada
 corporation; SIERRA HEALTH-CARE
 25 OPTIONS, INC., a Nevada corporation;
 HEALTH PLAN OF NEVADA, INC., a Nevada
 26 corporation; DOES 1-10; ROE ENTITIES 11-20,

27 Defendants.
 28

Case No.: 2:19-cv-00832-JAD-VCF

**DEFENDANTS' OPPOSITION TO
 FREMONT EMERGENCY SERVICES
 (MANDAVIA), LTD.'S MOTION TO
 REMAND**

000139
 WEINBERG WHEELER
 HUDGINS GUNN & DIAL



000139

1 Defendants UnitedHealthcare Insurance Company (“UHIC”), United HealthCare
2 Services, Inc. (“UHS”), UMR, Inc. (“UMR”), Oxford Health Plans, Inc. (“Oxford”), Sierra
3 Health and Life Insurance Co., Inc. (“SHL”), Sierra Health-Care Options, Inc. (“SHO”), and
4 Health Plan of Nevada, Inc. (“HPN”) (collectively “Defendants”), hereby oppose Fremont
5 Emergency Services (Mandavia), Ltd.’s (“Fremont”) Motion to Remand (ECF No. 5).

6 **I. INTRODUCTION**

7 Fremont argues that so long as its claims involve the “rate of payment” rather than the
8 “right to payment” complete preemption under ERISA does not apply. This is a misreading of
9 the case law. There are only two issues the Court must decide here pursuant to the *Davila* Test.
10 First, does Fremont have standing to bring a statutory ERISA claim? Second, do Fremont’s
11 allegations give rise to any legal duties on the part of Defendants that are independent of
12 Defendants’ legal duties under the ERISA plans?

13 The first element of the *Davila* Test is met as Fremont received an assignment of benefits
14 from Defendants’ plan members that allows it to stand in their shoes and bring the same ERISA
15 claims those members could have brought. Contrary to Fremont’s contentions, the only question
16 is whether Fremont *could* have brought an ERISA claim, not whether it actually pled such a
17 claim in its Complaint.

18 The second element of the *Davila* Test is also met as Fremont has failed to allege any
19 facts that give rise to a legal duty independent of ERISA. Fremont is an out-of-network provider
20 that lacks a written contract with Defendants, lacks a Nevada statute requiring a specific rate of
21 payment and lacks any oral promise by Defendants to pay a particular rate. Thus, the only legal
22 duties Defendants owe to Fremont (if any) flow from the terms of the ERISA plans and the
23 assignments that Fremont received from Defendants’ plan members.

24 Every single “rate of payment” case that Fremont cites where courts found that complete
25 preemption did not occur involved (1) providers who failed to receive an assignment of benefits
26 from the plan members and thus lacked standing to bring an ERISA claim (i.e. element 1 of
27 *Davila* Test was not met), (2) providers who had an express written agreement with the plan
28 administrator/insurer that created an independent legal duty (element 2 of *Davila* Test was not

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WEINBERG WHEELER
HUDGINS GUNN & DIAL

1 met), (3) a special state statute requiring a particular rate of payment to out-of-network providers
2 that created an independent legal duty (element 2 of *Davila* Test was not met) or (4) an oral
3 promise by the plan administrator/insurer to the provider that created an independent legal duty
4 (element 2 of *Davila* Test was not met). Since it is undisputed that none of these facts are
5 present here, the *Davila* Test is met and all of Fremont's state law claims are completely
6 preempted by ERISA.

7 A close reading of the case law in both this Opposition and Fremont's Motion favors
8 Defendants' position.¹ For example, Fremont argues that Defendants² have removed on these
9 same grounds before only to have those cases remanded. However, the UnitedHealthcare cases
10 Fremont refers to only reinforce why complete preemption is appropriate under the facts of this
11 case. In *Gulf-to-Bay*,³ the second element of the *Davila* Test was not met because a Florida
12 statute created a legal duty independent of ERISA to pay out-of-network providers at a particular
13 rate. Here, Fremont admits that Nevada does not have a rate of payment statute and thus
14 Defendants have no legal duty independent of their duties under the ERISA plans. Similarly, in
15 *Low-T Physicians Service*⁴ the second element of the *Davila* Test was also not met because the
16 medical provider had an express written provider agreement with United Healthcare which gave
17 rise to a duty independent of the ERISA plan. Here, Fremont admits it is an out-of-network
18 provider that lacks a written agreement with Defendants that would give rise to an independent
19 duty. For all these reasons and those set forth below, Defendants have satisfied both elements of
20 the *Davila* Test and Fremont's Motion to Remand should be denied.

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22 ¹ While a large portion of this Opposition sets forth the basic legal framework governing complete
23 preemption, the case law in **Sections IV(C) and (D)** is particularly instructive and demonstrates the
24 Fremont's "rate of payment" argument does not fit the facts of this case.

25 ² Fremont is incorrect in claiming that the Defendants in this case were the same as those in the *Gulf-to-*
Bay and *Low-T Physicians* cases. Most of the defendants in those cases were different United Healthcare
26 affiliates than those who are Defendants in this matter.

27 ³ *Gulf-to-Bay Anesthesiology Assoc., LLC, v. UnitedHealthcare of Florida, Inc.*, No. 8:18-cv-00233-
28 EAK-AAS, 2018 WL 3640405 (M.D. Fla. July 20, 2018).

⁴ *Low-T Physicians Service, P.L.L.C. v. United HealthCare of Texas, Inc. et. al.*, No. 4:18-cv-00938-A,
2019 WL 935800 (N.D. Tex. Feb. 26, 2019).



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II. KEY FACTS OUTSIDE OF FREMONT’S COMPLAINT SUPPORT DENYING THE MOTION TO REMAND BECAUSE THEY DEMONSTRATE THAT ELEMENT 1 OF THE DAVILA TEST IS MET

A. Defendants Are Entitled to Introduce Evidence Outside the Four Corners of Fremont’s Complaint In Order to Establish that Fremont’s Claims Are Completely Preempted by ERISA

Under the “well-pleaded complaint” rule a plaintiff ordinarily is entitled to remain in state court if its complaint does not, on its face, affirmatively allege a federal claim. However, complete preemption under ERISA is an exception to this rule. *Beneficial Nat. Bank v. Anderson*, 539 U.S. 1, 6, 123 S. Ct. 2058, 2062 (2003). Federal courts are “not bound by the labels used in the complaint . . . merely referring to labels affixed to claims to distinguish between preempted and non-preempted claims is not helpful because doing so would elevate form over substance and allow parties to evade the pre-emptive scope of ERISA.” *Gables Ins. Recovery, Inc. v. Blue Cross & Blue Shield of Florida, Inc.*, 813 F.3d 1333, 1337 n.2 (11th Cir. Dec. 1, 2015) (internal quotation omitted). Thus, when considering whether complete preemption is present, federal courts regularly consider evidence outside of the complaint to determine the true nature of a plaintiff’s claims. *See e.g., Connecticut State Dental Ass’n v. Anthem Health Plans, Inc.*, 591 F.3d 1337, 1351 (11th Cir. 2009) (considering affidavits and claims forms that were submitted to show that the plaintiffs had received an assignment of benefits from the plan members and thus had standing to sue under ERISA, meaning at least some of the claims asserted were subject to complete preemption).

Fremont argues that the Court’s analysis should be limited to the allegations in the Complaint, but the cases it cites are inapposite. *See* Motion at p. 6. Fremont cites to *Beneficial* for the proposition that, when there is no diversity jurisdiction, “a case will not be removable if the complaint does not affirmatively allege a federal claim.” *Beneficial Nat. Bank*, 539 U.S. at 6, 123 S. Ct. at 2062. This cherry picked quote misses the entire holding of *Beneficial*. After stating this general rule, the U.S. Supreme Court went on to hold that the doctrine of complete preemption is an exception to this rule and therefore the plaintiff’s complaint could be removed to federal court even though it only alleged state law claims. *Id.* at 11, 123 S. Ct. at 2064.

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1 Fremont cites to *Edwards* for the proposition that, “under the well-pleaded complaint
2 rule, federal question jurisdiction exists only when a plaintiff pleads a cause of action that arises
3 under federal law.” Motion at p. 6, n. 2. However, Fremont leaves out that *Edwards* also states
4 that complete preemption under ERISA is a firmly established exception to the well-pleaded
5 complaint rule. *Edwards v. BQ Resorts, LLC*, No. 216CV01649JADVCF, 2016 WL 6905378, at
6 *2 (D. Nev. Nov. 23, 2016) (unpublished). Remand was granted in *Edwards* because the
7 defendant argued that the Telephone Consumer Protection Act (“TCPA”) completely preempted
8 the plaintiff’s state law claims but, in contrast to ERISA, the U.S. Supreme Court has never
9 recognized the TCPA as a completely preemptive federal statute. *Id.*

10 Fremont cites to *Caterpillar* for the proposition that “a defendant cannot, merely by
11 injecting a federal question into an action that asserts what is plainly a state-law claim, transform
12 the action into one arising under federal law, thereby selecting the forum in which the claim shall
13 be litigated.” *Caterpillar Inc. v. Williams*, 482 U.S. 386, 399, 107 S. Ct. 2425, 2433 (1987).
14 However, this is another statement taken out of context as the Court was only discussing the rule
15 that a defense of federal preemption under the Labor Management Relations Act does not create
16 a basis for removal. Defendants have no quarrel with this argument. This is similar to the
17 doctrine under ERISA that a defense of conflict preemption does not create a basis for removal
18 whereas complete preemption does. *See Marin Gen. Hosp. v. Modesto & Empire Traction Co.*,
19 581 F.3d 941, 946 (9th Cir. 2009). Again, Defendants removed based on complete preemption,
20 not a defense of conflict preemption.

21 In sum, this Court is not limited to the four corners of Fremont’s Complaint in assessing
22 whether that Complaint raises a federal question and is subject to complete preemption.

23 **B. Over 90 Percent of Fremont’s Requests for Reimbursement to Defendants**
24 **Relate to Employee Benefit Plans Governed by ERISA.**

25 Fremont’s Complaint does not identify the plan members it treated or the health plans at
26 issue. Rather, the threadbare Complaint only identifies the time frame during which Fremont
27 provided medical services to Defendants’ members and submitted claims/requests for payment to
28 Defendants. Complaint at ¶¶ 19-20, 25. Moreover, in an implicit admission that it is engaging in



1 artful pleading to avoid preemption and removal to federal court, when Counsel for Defendants
2 requested that Fremont provide additional information so that Defendants could determine
3 whether this suit is governed by ERISA, Fremont's counsel refused.⁵

4 Despite Fremont's stonewalling, Defendants have determined that nearly all of Fremont's
5 claims for payment relate to employee benefit plans (i.e. employer sponsored health plans) that
6 are governed by ERISA and are thus completely preempted. During the time frames discussed in
7 the Complaint, Fremont made claims/requests for payment to the following Defendants: UHIC,
8 UHS, UMR, Oxford, SHL, HPN, and SHO. For the tens of thousands of claims that Fremont
9 submitted to UHIC, UHS and UMR, all but one of the claims were made against employee
10 benefit plans.⁶ For the claims that Fremont made against Oxford and SHO, all of the claims
11 were made against employee benefit plans.⁷ For the claims that Fremont made against SHL,
12 approximately 72% of the claims were made against employee benefit plans.⁸ For the claims
13 that Fremont made against HPN, approximately 84% of the claims were made against employee
14 benefit plans.⁹ Taking into account all of Fremont's claims/requests for payment, over 90% were
15 for services provided to members of employee benefit plans governed by ERISA. Fremont has
16 not contested this key fact in its Motion to Remand.

17 **C. For all of the Claims Fremont is Asserting, it Received an Assignment of**
18 **Benefits from Defendants' Plan Members.**

19 For all of the claims that Fremont is asserting in this litigation, Fremont received an
20 assignment of benefits from the plan member such that Fremont now stands in the shoes of that
21 plan member and may assert a claim for reimbursement.¹⁰ Critically, Fremont's Motion to
22

23 ⁵ See Exhibit 1 (May 9, 2019 email from Counsel for Fremont to Defendants' Counsel).

24 ⁶ Exhibit 2 at ¶ 7 (UHIC, UHS and UMR Declaration).

25 ⁷ Exhibit 3 at ¶ 7 (Oxford Declaration); Exhibit 4 at ¶ 7 (SHO Declaration).

26 ⁸ Exhibit 5 at ¶ 7 (SHL and HPN Declaration).

27 ⁹ *Id.* at ¶ 8.

28 ¹⁰ See Exhibit 2 at ¶ 7 (UHIC, UHS and UMR Declaration), Exhibit 5 at ¶¶ 7-8 (SHL and HPN Declaration);
Exhibit 3 at ¶ 7 (Oxford Declaration); Exhibit 4 at ¶ 7 (SHO Declaration); See also Exhibit 6 (sample claims forms
for Fremont claims to UMR during the 2017-2019 time period showing Box 27 "Accept Assignment" checked
"YES"); Exhibit 7 (sample claim forms to SHO during the same time period). Defendants have reviewed claim
forms and related data for the claims that Fremont made to the other entities in this lawsuit and confirmed that



1 Remand does not challenge that it received an assignment of benefits for every single claim it is
 2 asserting. As discussed in more detail below, the plan members' assignments of benefits to
 3 Fremont is significant because it means Fremont has standing to bring a claim under ERISA §
 4 502(a)(1)(B), ERISA's civil enforcement statute, and thus the first element of the *Davila* Test is
 5 met.

6 **III. KEY ADMISSIONS AND OMISSIONS IN FREMONT'S COMPLAINT**
 7 **SUPPORT DENYING THE MOTION TO REMAND BECAUSE THEY**
 8 **DEMONSTRATE THAT ELEMENT 2 OF THE *DAVILA* TEST IS MET.**

9 Fremont admits that it does not have a written provider agreement with any of the
 10 Defendants. Complaint at ¶ 17. Fremont further admits that it is a "non-participating" or "out-
 11 of-network" provider. *Id.* Fremont also fails to cite a single Nevada statute that either (1)
 12 requires plan administrators/insurers to pay out-of-network providers or (2) requires a particular
 13 rate of payment to out-of-network providers. *See generally* Complaint. Fremont does cite to the
 14 Emergency Medical Treatment and Active Labor Act, 42 U.S.C. § 1395dd and NRS 439B.410.
 15 However, these statutes only relate to requirements that hospitals provide emergency services to
 16 patients regardless of the patients' ability to pay. These statutes do not require payment to out-
 17 of-network providers or say anything about the required rate of payment.

18 Fremont also alleges that "Fremont was entitled to and expected to be paid at rates in
 19 accordance with the standards established under Nevada law." Complaint at ¶ 36. However,
 20 Fremont's allegation is vague for a reason—no such statute exists in Nevada.¹¹ Finally,
 21 Fremont's Complaint is devoid of any allegation of an oral representation by Defendants that
 22 they would pay Fremont a particular rate for its services. *See generally id.* Rather, the only

24 Fremont also received an assignment of benefits for those claims but have not attached those claim forms to avoid
 25 overburdening the Court. However, those claim forms can be produced if necessary.

26 ¹¹ A special statutory rate of payment scheme did pass in the 2019 Nevada Legislative Session but the scheme will
 27 not go into effect until January 1, 2020 and is not retroactively applicable to this case. **Exhibit 8** (article in the
 28 Nevada Independent discussing the passage of AB 469 and previous failed attempts to pass similar legislation
 regarding the rate of payment to out-of-network providers); *see also* AB 469 at § 29(2) (2019 Nevada Legislative
 Session) (stating that law does not go into effect until January 1, 2020).



1 allegation is that through Defendants' past conduct of paying for certain medical services that
2 Fremont provided to Defendants' plan members, an implied-in-fact contract was created. *Id.* at
3 ¶¶ 35, 37, 38.

4 The above admissions and omissions are critical as they demonstrate that there is no legal
5 duty independent of ERISA on which Fremont can rely and thus element 2 of the *Davila* Test is
6 met. As discussed more fully below, courts have held that where (1) an out-of-network medical
7 provider lacks an express written provider agreement with the plan administrator/insurer, (2)
8 lacks a special state statute requiring a particular rate of payment to out-of-network providers,
9 and (3) lacks any allegation of an oral promise to pay a particular rate by the insurer/plan
10 administrator, there is no legal duty independent of ERISA and thus the providers' rate of
11 payment claims are completely preempted.

12 Courts have never found that federal and state statutes requiring hospitals to provide
13 emergency services to *patients* create a legal duty on the part of plan administrators/insurers that
14 is independent of ERISA. Nor have courts founds that a plan administrator/insurer's mere
15 payment to an out-of-network provider for some of the services it provided to the
16 administrator/insurer's plan members creates a legal duty independent of ERISA.

17 **IV. DEFENDANTS HAVE SATISFIED BOTH ELEMENTS OF THE *DAVILA* TEST**
18 **AND THUS ALL OF FREMONT'S CLAIMS ARE SUBJECT TO COMPLETE**
19 **PREEMPTION**

20 **A. Legal Standard for a Motion to Remand**

21 "The burden of establishing federal jurisdiction is upon the party seeking removal and the
22 removal statute is strictly construed against removal jurisdiction." *Emrich v. Touche Ross & Co.*,
23 846 F.2d 1190, 1195 (9th Cir. 1988). Nonetheless, a defendant only needs to prove that removal
24 was proper by a "preponderance of the evidence." *Selimaj v. City of Henderson*, No. 02:08-CV-
25 00441LRHLRL, 2008 WL 979045, at *1 (D. Nev. Apr. 9, 2008) (applying preponderance of the
26 evidence standard to a federal question removal); *Cerros v. N. Las Vegas Police Dep't*, No.
27 02:06CV00647LRH-PAL, 2006 WL 3257164, at *1 (D. Nev. Nov. 9, 2006) (same).



B. The Doctrine of Complete Preemption and the Consequences of a Finding of Complete Preemption

The doctrine of complete preemption applies when a federal statute so completely dominates a particular area that any state law claims are converted into an action arising under federal law. *Metro. Life Ins. Co. v. Taylor*, 481 U.S. 58, 63–64, 107 S. Ct. 1542, 1546 (1987). One area where this doctrine applies is with certain claims related to employee benefit plans, such as employer sponsored health insurance. The Employee Retirement Income Security Act (“ERISA”) is a “comprehensive legislative scheme” enacted to protect the interests of participants and beneficiaries in these employee benefit plans and completely preempts state law claims. 29 U.S.C. § 1001(b); *Aetna Health Inc. v. Davila*, 542 U.S. 200, 209 (2004).

As part of ERISA’s comprehensive scheme, Congress created a special civil enforcement mechanism to deal with all claims related to employee benefit plans.¹² That mechanism is set forth in 29 U.S.C. § 1132(a)¹³ and permits a “participant or beneficiary” to bring a special statutory ERISA claim over which federal courts have original jurisdiction. The statute reads as follows:

A civil action may be brought—(1) by a participant or beneficiary— . . . (B) to recover benefits due to him under the terms of his plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan.

29 U.S.C. § 1132(a)(1)(B). The U.S. Supreme Court has found that this statute evidences congressional intent to completely preempt state law claims related to ERISA plans. A finding of complete preemption has two important consequences for a plaintiff’s lawsuit.

¹² ERISA defines an “employee welfare benefit plan” or “welfare plan” as follows:

[A]ny plan, fund, or program which was heretofore or is hereafter established or maintained by an employer or by an employee organization, or by both, to the extent that such plan, fund, or program was established or is maintained for the purpose of providing for its participants or their beneficiaries, through the purchase of insurance or otherwise, (A) medical, surgical, or hospital care or benefits, or benefits in the event of sickness, accident, disability, death or unemployment, or vacation benefits, apprenticeship or other training programs, or day care centers, scholarship funds, or prepaid legal services, or (B) any benefit described in section 186(c) of this title (other than pensions on retirement or death, and insurance to provide such pensions).

²⁹ U.S.C. § 1002.

¹³ This section is also commonly referred to as § 502(a) of ERISA in case law discussing the issue.

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1 **First**, it means that a complaint filed in state court asserting only state law claims will
2 still be removable to federal court under federal question jurisdiction. The U.S. Supreme Court
3 has held that “the ERISA civil enforcement mechanism [i.e. 29 U.S.C. § 1132(a)] is one of those
4 provisions with such extraordinary pre-emptive power that it converts an ordinary state common
5 law complaint into one stating a federal claim for purposes of the well-pleaded complaint rule.”
6 *Davila*, 542 U.S. at 209, 124 S. Ct. at 2496. Thus, state law claims that relate to an employee
7 benefit plan are properly removed to federal court even where the complaint does not facially
8 state an ERISA cause of action. *Tingey v. Pixley-Richards W., Inc.*, 953 F.2d 1124, 1130 (9th
9 Cir. 1992).

10 **Second**, complete preemption means that the plaintiff’s state law claims are barred and
11 the plaintiff will only be permitted to assert a statutory cause of action under 29 U.S.C. §
12 1132(a)(1)(B). *Davila*, 542 U.S. at 209, 124 S. Ct. at 2495 (“any state-law cause of action that
13 duplicates, supplements, or supplants the ERISA civil enforcement remedy conflicts with the
14 clear congressional intent to make the ERISA remedy exclusive and is therefore pre-empted.”).
15 The second consequence is why, in addition to removing this action, Defendants have also
16 brought a Motion to Dismiss based on the doctrine of complete preemption (ECF No. 4).

17
18 **C. The *Davila* Test Is the Only Test for Determining Whether a State Law
Claim is Completely Preempted and Defendants Have Satisfied It**

19 Contrary to Fremont’s contention in its Motion to Remand where it seeks to substitute an
20 alleged “rate of payment vs. right to payment test” for the *Davila* Test, the *Davila* Test remains
21 the only test that Defendants must satisfy to prove that Fremont’s claims are subject to complete
22 preemption under ERISA. Under the *Davila* test, a state law cause of action is completely
23 preempted if (1) the plaintiff, “at some point in time, could have brought [the] claim under
24 ERISA § 502(a)(1)(B),” and (2) “there is no other independent legal duty that is implicated by
25 [the] defendant’s actions.” *Davila*, 542 U.S. at 210, 124 S. Ct. at 2496. The *Davila* test would
26 be undisputedly met if an employee plan member requested coverage for a particular medical
27 procedure, coverage was denied or only approved in part, the employee paid for the treatment
28 herself, and the employee then brought suit against the health plan administrator for



1 reimbursement. *Id.* at 211, 124 S. Ct. 2497. This would be a clear example of a “beneficiary or
2 participant” seeking to recover benefits under an employee benefit plan (see 29 U.S.C. §
3 1132(a)(1)(B)) and no other state law claims would be permitted that effectively sought
4 reimbursement for medical treatment. The employee’s only remedy would be a statutory ERISA
5 claim.

6 The result is the same if the employee plan member assigns her claim to the medical
7 provider and the medical provider then brings suit against the plan administrator seeking
8 reimbursement for medical services. The Ninth Circuit has held that ERISA preempts the state
9 law claims of a medical provider suing as the assignee of an employee’s rights under an
10 employee benefit plan governed by ERISA. *Misic v. Bldg. Serv. Employees Health & Welfare*
11 *Tr.*, 789 F.2d 1374 (9th Cir. 1986) (upholding the dismissal of various state tort law claims and a
12 claim under the California Unfair Insurance Practices Act as preempted by ERISA since the
13 provider had accepted an assignment from the patients and thus had standing to bring an ERISA
14 claim itself).

15 *Misic* is directly on point. Fremont is a medical provider that provided medical services
16 to employees who were members of the Defendants’ health plans. Complaint at ¶¶ 18-19. Just
17 like in *Misic*, Fremont then received an assignment of benefits from those members and
18 requested payment directly from Defendants. This assignment gave Fremont standing to bring
19 an ERISA claim. Because the Defendants refused to pay the amounts requested, Fremont has
20 now brought state law claims seeking reimbursement and stands in the shoes of Defendants’
21 members. Thus, regardless of the labels used and its attempt at artful pleading, all of Fremont’s
22 claims seek to supplement ERISA’s civil enforcement mechanism (29 U.S.C. § 1132(a)(1)(B))
23 which is the sole pathway Congress provided for recovery and are completely preempted.

24 Fremont vaguely argues that *Misic* is inapposite. This is wrong. ***Misic* was a so-called**
25 **“rate of payment” case** and the Court found complete preemption was appropriate. In *Misic*,
26 just as Fremont alleges here, the insurer/administrator paid a portion of the amounts billed by the
27 medical provider but not the entire amount. *Misic*, 789 F.2d at 1376 (“The trust paid a portion of
28 the amount billed, but less than the full 80%.”). The Court found that the terms of the ERISA



1 plan (requiring that the plan member be reimbursed at 80% of the usual and customary cost of
2 medical services) were the only thing that governed the rate of payment and thus complete
3 preemption applied. *Id.* The result should be the same here as the ERISA plans at issue do
4 require a particular rate of payment to plan members for services from out-of-network providers
5 like Fremont.

6 Realizing that the first element of the *Davila* Test is clearly satisfied,¹⁴ Fremont focuses
7 the majority of its Motion to Remand on attempting to disprove the second element of the test.
8 However, due to the admissions and omissions in Fremont's Complaint, there are no legal duties
9 independent of ERISA that are implicated in this case. The only legal duty Defendants owe to
10 Fremont (if any) flows from the rate of payment terms of the ERISA plans and the assignments
11 that Fremont received.

12 **D. Fremont's Rate of Payment Case Law is Not Applicable to the Facts of This**
13 **Case**

14 Fremont has cited a number of ERISA preemption cases in its Motion to Remand that
15 purport to discuss the importance of the distinction between claims involving the "right to
16 payment" (which Fremont admits are completely preempted) versus the "rate of payment"
17 (which Fremont contends are not completely preempted). However, Fremont's focus on right to
18 payment versus rate of payment is a misreading of the facts of these cases and an attempt to
19 distract the Court from the *Davila* test, which is satisfied here.

20 As explained below, every single case cited by Fremont where courts found that complete
21 preemption did not occur involved (1) providers who failed to receive an assignment of benefits
22 from the plan members, (2) providers who had an express written agreement with the plan
23 administrator/insurer, (3) a state statute requiring a particular rate of payment to out-of-network
24 providers or (4) an oral promise by the plan administrator/insurer that it would pay the out-of-
25 network provider at a particular rate.

26 _____
27 ¹⁴ Under *Davila*, it is irrelevant whether Fremont has in fact asserted a statutory ERISA claim in its
28 Complaint. If Fremont *could* have asserted such a claim due to the assignments of benefits, the first
element of the *Davila* Test is met.



1 The lack of an assignment of benefits would mean that the first element of the *Davila*
2 Test is not met since the medical provider would lack standing to bring an ERISA claim (i.e.
3 since only “beneficiaries” and “participants” can bring claims under ERISA). The presence of a
4 written agreement between the provider and the insurer, a state statute requiring a particular rate
5 of payment to the out-of-network provider or an oral promise by the insurer to the out-of-
6 network provider regarding the rate of payment would mean the second element of the *Davila*
7 Test is not met since each of these things creates a legal duty on the part of the plan
8 administrator/insurer that is independent of the duties owed under the ERISA plan.

9 Critically, it is undisputed that none of these facts are present here and thus the *Davila*
10 Test is met and all of Fremont’s state law claims are completely preempted by ERISA. Each of
11 Fremont’s allegedly favorable cases are discussed in turn below.

12 1. Cases Where No Assignment of Benefits Occurred or Insufficient Evidence of
13 an Assignment Was Presented Such that the Provider Lacked Standing to
14 Bring an ERISA Claim

15 In some of the cases Fremont cites, complete preemption is not found because the
16 defendant fails to satisfy the first element of the *Davila* test due to a failure to bring forth
17 sufficient evidence to demonstrate that an assignment of benefits occurred. *See e.g., Med. &*
18 *Chirurgical Faculty of State of Maryland v. Aetna U.S. Healthcare, Inc.*, 221 F. Supp. 2d 618 (D.
19 Md. 2002) (court found that the patients had not assigned their right to bring an ERISA claim to
20 the out-of-network medical providers); *California Spine & Neurosurgery Inst. v. Bos. Sci. Corp.*,
21 No. 18-CV-07610-LHK, 2019 WL 1974901, at *1 (N.D. Cal. May 3, 2019) (case remanded only
22 because “there is no evidence in the record that the Patient ever assigned his or her rights to
23 Plaintiff, the medical provider.”).

24 Here, it is undisputed that Fremont received an assignment of benefits for all of the
25 claims it seeks to litigate in this suit.¹⁵ Thus, there is no question that Fremont stands in the
26 shoes of Defendants’ plan members and has standing to bring a statutory ERISA claim. Thus,

27 _____
28 ¹⁵ See Declarations and claim forms attached to this Motion. Fremont also fails to challenge the
sufficiency of the assignments in its Motion to Remand.

1 the first element of the *Davila* test is undisputedly met.

2 2. Cases Where an Express Written Provider Agreement Exists That Creates a
3 Legal Duty Independent of the ERISA Plan

4 When a medical provider receives an assignment of benefits but also has a separate
5 written agreement with the insurer/plan administrator (often called a “provider agreement”) that
6 governs the rate of reimbursement owed to that medical provider, the second element of the
7 *Davila* test is often not met.¹⁶ The reason is that the provider agreement creates legal duties
8 independent of the employee ERISA plan. Here, Fremont admits in its Complaint that it is an
9 out-of-network provider and that “There is no written agreement between [Defendants] and
10 Fremont for the healthcare claims at issue in this litigation.” Complaint at ¶¶ 17, 22. Thus, this
11 Court should disregard any case law cited by Fremont where a written provider agreement
12 existed as Fremont admits one does not exist here. The only legal duties owed by Defendants (if
13 any) flow from the rights Fremont has as the assignee of Defendants’ plan members. Since those
14 rights are directly based on and related to employee benefit plans governed by ERISA,
15 Defendants’ claims are completely preempted.

16 3. Cases Where a Legal Duty Independent of the ERISA Plan is Created by a
17 State Statute Requiring a Particular Rate of Payment to a Medical Provider

18 Fremont attempts to liken its situation to that of an in-network-provider with a provider
19
20

21 ¹⁶ *Blue Cross of California v. Anesthesia Care Assocs. Med. Grp., Inc.*, 187 F.3d 1045, 1052 (9th Cir.
22 1999) (The court found that the medical providers’ claims were not preempted because they had an
23 express written provider agreement with the insurer. That agreement created duties independent of the
24 employee benefit plan and thus ERISA preemption did not apply. The court distinguished the facts
25 before it from the facts in *Misic* (cited *supra*) where the claims were preempted because the medical
26 provider did not have a written provider agreement with the insurer and thus was deemed to be suing on
27 an ERISA employee benefit plan); *see also Windisch v. Hometown Health Plan, Inc.*, No. 308-CV-00664-
28 RJC-RAM, 2010 WL 786518, at *1 (D. Nev. Mar. 5, 2010) (plaintiff had written provider agreement that
created independent legal duty); *Lone Star OB/GYN Assocs. v. Aetna Health Inc.*, 579 F.3d 525, 530 (5th
Cir. 2009) (same) (“determination of the rate that Aetna owes Lone Star under the Provider Agreement
does not require any kind of benefit determination under the ERISA plan. The fee schedules in the
Member Plans in this case all refer back to the Provider Agreement.”); *Connecticut State Dental Ass’n v.*
Anthem Health Plans, Inc., 591 F.3d 1337, 1353 (11th Cir. 2009) (medical providers had a written
provider agreement with the insurer that governed rate of payment and created independent duty).



1 agreement by asserting a sham implied-in-fact contract claim.¹⁷ However, according to the case
2 law Fremont itself cites, the only situation where such a claim has not been found to be
3 completely preempted is where a special state statute governing the rate of payment creates the
4 implied-in-fact contract. *Coast Plaza Doctors Hosp. v. Arkansas Blue Cross & Blue Shield*, No.
5 CV 10-06927 DDP JEMX, 2011 WL 3756052, at *1 (C.D. Cal. Aug. 25, 2011) (California law
6 created implied-in-fact contract between out-of-network emergency medical providers and
7 insurers); *Med. & Chirurgical Faculty of State of Maryland v. Aetna U.S. Healthcare, Inc.*, 221
8 F. Supp. 2d 618 (D. Md. 2002) (Maryland had special statutory scheme requiring insurers to pay
9 out-of-network providers for services provided to their insureds at a particular rate. Thus, there
10 was no need to refer to the ERISA plans to determine the appropriate rate of reimbursement and
11 complete preemption did not apply); *Emergency Servs. of Zephyrhills, P.A. v. Coventry Health*
12 *Care of Fla., Inc.*, 281 F. Supp. 3d 1339 (S.D. Fla. 2017) (“The Florida statutes confer a private
13 right of action exclusively on out-of-network emergency medical providers” and thus complete
14 preemption did not apply); *Hialeah Anesthesia Specialists, LLC v. Coventry Health Care of Fla.,*
15 *Inc.*, 258 F. Supp. 3d 1323 (S.D. Fla. 2017) (no preemption of implied-in-fact contract claim
16 because Florida statute created special duty independent of ERISA that supported the claim);
17 *Orthopaedic Care Specialists, P.L. v. Blue Cross & Blue Shield of Fla., Inc.*, No. 12-81148-CIV,
18 2013 WL 12095594, at *2 (S.D. Fla. Mar. 5, 2013) (claims for unjust enrichment/quantum
19 meruit were not completely preempted “because the cause of action is predicated on a right to
20 reimbursement created by Florida law [Fla. Stat. Ann. § 641.513(5)].”).

21 Here, no rate of payment statute exists in Nevada that would create an implied-in-fact
22 contract. Unlike in California, Maryland and Florida, there is no Nevada statute that either (1)
23 requires plan administrators/insurers to pay out-of-network providers or (2) requires a particular
24 rate of payment to out-of-network providers. Indeed, while such schemes have been proposed by
25 the Nevada Legislature in the past, they failed to pass or were vetoed prior to the 2019

26 _____
27 ¹⁷ See Defendants’ Motion to Dismiss (ECF No. 4) for a detailed analysis of the sham conclusory nature
28 of this claim.



1 Legislative Session.¹⁸ Simply put, Fremont lacks a Nevada statute that could create a legal duty
2 independent of Fremont's rights as an assignee of the Defendants' plan members. Thus, the
3 *Davila* test is met and all of Fremont's claims are preempted.

4 Fremont may argue in response that the Emergency Medical Treatment and Active Labor
5 Act, 42 U.S.C. § 1395dd and NRS 439B.410, which it cites in its Complaint, provide the
6 independent duty it needs to create an implied-in-fact contract and defeat element 2 of the *Davila*
7 Test. However, these statutes only relate to requirements that hospitals provide emergency
8 services to patients regardless of the patients' ability to pay. These statutes do not require
9 payment by insurers to out-of-network providers or say anything about the required rate of
10 payment. Further, no court has found that federal and state statutes requiring hospitals to provide
11 emergency services to *patients* somehow create a legal duty on the part of plan
12 administrators/insurers that is independent of ERISA and Fremont has not cited any case law in
13 this regard.

14 4. Cases Where a Legal Duty Independent of the ERISA Plan is Created by
15 an Oral Representation by the Plan Administrator/Insurer

16 Legal duties independent of those owed under an ERISA plan can also sometimes be
17 created by oral representations such as those that allegedly occurred in the *Marin* case that
18 Fremont relies on. *Marin Gen. Hosp. v. Modesto & Empire Traction Co.*, 581 F.3d 941, 950–51
19 (9th Cir. 2009). In *Marin*, the patient assigned his right to seek payment from the ERISA plan
20 administrator to a hospital. The hospital was then paid the money owed to the patient under the
21 ERISA plan. Then, the hospital sued the plan administrator seeking more money based a phone
22 conversation with the plan administrator where it allegedly offered to pay 90% of the medical
23 expenses even though this was more than the rate of payment called for in the ERISA plan.
24 Thus, the court found that the claims were not preempted by ERISA since the medical provider
25 was clearly not suing on the ERISA plan (indeed it had already been paid everything it was owed
26 under the plan). *Id.*

27 _____
28 ¹⁸ See *supra*, at fn. 11.

1 Here, in contrast to *Marin*, Fremont's Complaint does not allege that Defendants ever
2 made any oral representations that they would reimburse Fremont at a particular rate (or at all for
3 that matter). Fremont has also not alleged that it has been paid everything owed under the terms
4 of the ERISA plans. Thus, Fremont's only right to reimbursement (if any) flows from the
5 assignment it received from Defendants' plan members and its claims are subject to complete
6 preemption.

7 5. In Cases Where the Out-of-Network Medical Provider (1)
8 Receives an Assignment of Benefits and (2) Lacks an Express
9 Written Agreement, Lacks a Special State Statute Governing the
10 Rate of Payment and Lacks an Oral Promise to Pay by the Plan
11 Administrator that Would Create a Duty Independent of ERISA,
12 Courts Find the Medical Providers' Claims are Completely
13 Preempted

14 Unsurprisingly, Fremont did not cite to the numerous cases with facts similar to this one
15 where the out-of-network providers' state law claims relating to the rate of payment were found
16 to be completely preempted because they received an assignment of benefits. The Ninth
17 Circuit's *Misic* case (discussed *supra*) is one example and additional examples are set forth here.

18 In *In Re Managed Care Litig.*, the court differentiated between different plaintiffs' claims
19 based on whether they had an express written contract with the insurer and whether they had an
20 assignment of benefits from the plan members. *In Re Managed Care Litig.*, 298 F. Supp. 2d
21 1259, 1292 (S.D. Fla. 2003). The court held that the in-network providers' contractual claims
22 were not completely preempted because they were suing under their independent contracts with
23 the insurer. In contrast, the court found that the out-of-network providers' implied contract
24 claims were subject to complete preemption because they received an assignment of benefits
25 from the plan members and thus had standing to sue under ERISA. As to out-of-network
26 providers who did not receive an assignment, the court found that their implied contract claims
27 were not completely preempted.

28 Here, Fremont's situation is similar to that of the out-of-network providers in *In Re*
Managed Care whose implied contract rate of payment claims were preempted because Fremont
alleges that it lacks a written contract with Defendants, Fremont received an assignment of
benefits and yet Fremont is attempting to escape ERISA preemption via artfully pleading an



1 implied-in-fact contract claim. The *In Re Managed Care* Court noted that Fremont’s situation is
2 not a close call, stating that “[v]irtually every court to consider this question has held that
3 reimbursement and related claims involving services provided to ERISA beneficiaries on a non-
4 participating basis [i.e. out-of-network providers like Fremont] may be pursued only through
5 ERISA’s civil enforcement provision.” *Id.* at 1291 (emphasis added) (collecting cases).

6 Similarly, in *Torrent & Ramos* the Court found that an out-of-network provider’s
7 implied-in-fact contract and unjust enrichment rate of payment claims were completely
8 preempted. The provider argued that preemption should not apply since the HMO had already
9 deemed the claims payable and thus only the rate of payment was at issue. *Torrent & Ramos*,
10 *M.D., P.A. v. Neighborhood Health Partnerships, Inc.*, No. 04-20858-CIV, 2004 WL 7320735,
11 at *4 (S.D. Fla. July 1, 2004). The court rejected this “rate of payment” argument, stating:

12 this is simply a suit for benefits under an ERISA plan where a provider
13 rendered certain emergency services to an ERISA [plan member], submitted
14 claim forms to the various ERISA plans, and failed to receive the payment
15 it expected. Pathologists’ attempt to recast its claim as one of implied
contract does not change this reality.

16 *Id.* (emphasis added). Like the plaintiff in *Torrent & Ramos*, Fremont cannot “recast” its ERISA
17 reimbursement claim as an implied-in-fact contract claim, unjust enrichment claim or anything
18 else. Fremont received an assignment of benefits for every claim it submitted to Defendants and
19 lacks a written contract or Nevada rate of payment statute that would create duties independent
20 of the ERISA plan. Thus, the *Davila* test is met and complete preemption applies.

21 **E. The Specific Claims Asserted by Fremont Have Repeatedly Been Found to be**
22 **Subject to Complete Preemption**

23 1. Fremont’s Implied-in-Fact Contract Claim is Subject to Complete
24 Preemption

25 An implied-in-fact contract claim is subject to complete preemption. *Parlanti v. MGM*
26 *Mirage*, No. 2:05-CV-1259-ECR-RJJ, 2006 WL 8442532, at *6 (D. Nev. Feb. 15, 2006) (finding
27 complete preemption for an implied-in-fact contract claim that sought to recover benefits under
28 an ERISA plan); *In Re Managed Care Litig.*, 298 F. Supp. 2d at 1292 (out-of-network providers’



1 implied-in-fact contract claim was completely preempted); *Torrent & Ramos, M.D., P.A.*, 2004
 2 WL 7320735, at *4 (same).

3 2. Fremont's Claim for Tortious Breach of the Implied Covenant of Good
 4 Faith and Fair Dealing is Subject to Complete Preemption

5 This claim attempts to “duplicate” or “supplement” the ERISA civil enforcement
 6 mechanism by seeking punitive damages against a plan administrator. Complaint at ¶ 55. Such
 7 claims are completely preempted. *Tingey*, 953 F.2d at 1131 (holding that claims against
 8 employer for breach of the implied covenant of good faith and fair dealing and insurance bad
 9 faith, among other state law claims, were preempted by ERISA); *Estate of Burgard v. Bank of*
 10 *America, N.A.*, 2017 WL 1273869 (D. Nev. March 31, 2017) (“[I]t is well established that breach
 11 of contract claims—whether contractual or tortious—fall within section 502(a.)”); *see also Bast*
 12 *v. Prudential Ins. Co. of Am.*, 150 F.3d 1003, 1009 (9th Cir. 1998) (“Extracontractual,
 13 compensatory and punitive damages are not available under ERISA.”) (limitation on other
 14 grounds recognized in *A.F. v. Providence Health Plan*, 157 F. Supp. 3d 899, 916 (D. Or. 2016);
 15 *Elliot v. Fortis Benefits Ins. Co.*, 337 F.3d 1138, 1146-47 (9th Cir. 2003) (“claim processing
 16 causes of action” under state law which seek non-ERISA damages are “clearly” preempted under
 17 29 U.S.C. § 1132(a)(1)(B) of ERISA).

18 3. Fremont's Claim for Unjust Enrichment is Subject to Complete
 19 Preemption

20 Courts have specifically held that this claim is subject to complete preemption. *Torrent*
 21 *& Ramos, M.D., P.A.*, 2004 WL 7320735, at *4 (out-of-network providers’ unjust enrichment
 22 claim was completely preempted); *Hill v. Opus Corp.*, 841 F. Supp. 2d 1070, 1086 (C.D. Cal.
 23 2011) (unjust enrichment claim was subject to ERISA preemption).

24 4. Fremont's Claim for a Violation of NRS 686A.020 and 686A.310 is
 25 Subject to Complete Preemption

26 The Nevada Supreme Court has found that claims under the Nevada Unfair Trade
 27 Practices Act are preempted by ERISA. *Villescas v. CNA Ins. Companies*, 109 Nev. 1075, 1084,
 28 864 P.2d 288, 294 (1993) (“We add Nevada's voice to the growing body of case law holding



1 state unfair insurance practice claims to be preempted by ERISA and conclude that Chapter
2 686A of the Nevada Insurance Code is preempted by ERISA...”); *see also Thrall v. Prudential*
3 *Ins. Co.*, 2005 WL 8161321, at *2 (claim for violation of Nevada Unfair Claim Practices was
4 preempted).

5 5. Fremont’s Claim for a Violation of Nevada’s Prompt Pay Statutes and
6 Regulations is Subject to Complete Preemption

7 This claim alleges that Defendants violated the Nevada prompt pay statutes, including
8 NRS 683A.0879, NRS 689A.410, NRS 689B.255, NRS 689C.485, NRS 695C.185, and NAC
9 686A.675, by failing to reimburse Fremont within 30 days of Fremont’s requests for payment.
10 Complaint at ¶ 78. As a remedy for this alleged violation, Fremont seeks to recover Nevada
11 statutory penalties. *Id.* at ¶¶ 78, 81.

12 This claim is completely preempted for several reasons. First, ERISA already provides a
13 remedy for a plan administrator’s failure to promptly pay out on claims. A plan participant or
14 beneficiary may seek an injunction to force immediate payment. 29 U.S.C. § 1132(a)(1)(B)
15 (action can be brought to “enforce his rights under the terms of the plan”); *Pryzbowski v. U.S.*
16 *Healthcare, Inc.*, 245 F.3d 266, 272 (3d Cir. 2001) (claims related to delay in processing claims
17 were completely preempted as a participant or beneficiary of an ERISA plan, for example, can
18 accelerate the plan’s approval of a claim by seeking an injunction under 29 U.S.C. §
19 1132(a)(1)(B) to enforce the benefits to which they are entitled.). Nevada’s prompt pay statute
20 seeks to supplement this remedy and is thus completely preempted. Since Fremont is an
21 assignee of a plan participant or beneficiary, it too has the right to seek an injunction under
22 ERISA.

23 Second, courts addressing ERISA preemption of claims under similar state “prompt pay”
24 statutes find preemption unless the medical provider lacks an assignment of benefits. *Compare*
25 *Schoedinger v. United Healthcare of Midwest, Inc.*, 557 F.3d 872, 875–76 (8th Cir. 2009)
26 (finding provider’s claim for interest under Missouri prompt payment statute was preempted
27 because provider received an assignment of benefits from the plan member); *Productive MD,*
28 *LLC v. Aetna Health, Inc.*, 969 F.Supp.2d 901, 938 (M.D. Tenn. 2013) (finding Tennessee

1 Prompt Pay Act claim was preempted because provider brought it as assignee of plan participant)
2 *with In re Managed Care Litig.*, 298 F.Supp.2d 1259, 1294 (S.D. Fla. 2003) (finding no
3 preemption of providers' prompt pay claims because they did not receive an assignment of
4 benefits).

5 *See also America's Health Ins. Plans v. Hudgens*, 742 F.3d 1319 (11th Cir. 2014)
6 (Georgia's prompt-pay provision was preempted as applied to self-funded ERISA plans because
7 the provision interfered with uniform administration of benefits.); *Zipperer v. Premera Blue*
8 *Cross Blue Shield of Alaska*, 2016 WL 4411490 (D. Alaska, August 16, 2016) (Alaska prompt
9 pay statute was preempted); *Houston Methodist Hosp. v. Humana Ins. Co.*, 266 F. Supp. 3d 939
10 (S.D. Tex. 2017) (Texas Prompt Payment of Physicians and Providers Act was preempted); *OSF*
11 *Healthcare Sys. v. Contech Constr. Prod. Inc. Group Comprehensive Health Care*, No. 1:13-CV-
12 01554-SLDJEH, 2014 WL 4724394, at *7 (C.D. Ill. Sept. 23, 2014) (Illinois prompt-pay statute
13 preempted by ERISA as having an "impermissible connection to an ERISA plan."). There is no
14 significant distinction between Nevada's prompt pay statute and those of other states that have
15 been found to be preempted. These statutes seek to regulate the processing of claims under
16 employee benefit plans which infringes on the field occupied by ERISA. This Court should
17 adopt the above courts' reasoning and find that Nevada's prompt pay statute is preempted as
18 well.

19 Third, Fremont's claim is also preempted because it seeks to recover Nevada statutory
20 penalties which are not available under ERISA. *See e.g., Elliot*, 337 F.3d at 1147 (holding claim
21 processing causes of action under state law which seek non-ERISA damages are preempted by
22 ERISA).

23 6. Fremont's Claim for a Violation of Nevada's Consumer Fraud &
24 Deceptive Trade Practices Acts is Subject to Complete Preemption

25 There is no reason for this Court to deviate from other courts' decisions on this issue.
26 *Peterson v. American Fidelity Assur. Co.*, 2013 WL 6047183 (D. Nev. Nov. 13, 2013) (finding
27 plaintiff's claim for deceptive trade practices preempted by ERISA); *Pachuta v. Unumprovident*
28 *Corp.*, 242 F. Supp. 2d 752, 764 (D. Hawaii, March 19, 2002) (finding Plaintiff's statutory claim
for deceptive trade practices did not come within the ERISA savings clause as it was not



1 specifically directed at insurance companies and was thus preempted); *Olson v. General*
2 *Dynamics Corp.*, 960 F.2d 1418, 1422–23 (9th Cir. 1991) (claim challenging oral
3 misrepresentation regarding the level of benefits provided by a plan is preempted); *Davidian v. S.*
4 *Cal. Meat Cutters Union*, 859 F.2d 134, 135 (9th Cir. 1988) (claim challenging incorrect
5 description of the insurance benefits of an ERISA plan is preempted).

6 7. Fremont’s Claim for a Declaratory Judgment is Subject to Complete
7 Preemption

8 ERISA’s civil enforcement statute specifically authorizes actions for declaratory
9 judgment, providing that a plan participant or beneficiary can bring a civil action to “clarify any
10 of his rights to future benefits.” 29 U.S.C. § 1132(a)(1)(B); *see also Franchise Tax Board of*
11 *California v. Construction Laborers Vacation Trust for S. California*, 463 U.S. 1, 27 n. 31
12 (1983) (“ERISA has been interpreted as creating a cause of action for a declaratory judgment”).
13 Fremont seeks a declaratory judgment under state law regarding the correct amount of
14 reimbursement for the medical services that it performed on Defendants’ members. Complaint at
15 ¶¶ 98-99. Such a claim clearly duplicates the relief provided by 29 U.S.C. § 1132(a)(1)(B) of
16 ERISA and therefore is completely preempted. Again, since Fremont possesses an assignment
17 of benefits it could have brought a declaratory judgment ERISA claim.

18 **F. Defendants Only Need to Prove that One of Fremont’s Seven Claims is**
19 **Completely Preempted to Defeat Fremont’s Motion to Remand Under the**
20 **Doctrine of Supplemental Jurisdiction**

21 Assuming *arguendo* that this Court found some of Fremont’s claims were completely
22 preempted but others were not, the non-preempted claims would still fall within this Court’s
23 supplemental jurisdiction because they are so related to the other claims that they form part of
24 the same case or controversy under Article III of the United States Constitution. 28 U.S.C.
25 §1367(a); *Beneficial Nat. Bank v. Anderson*, 539 U.S. 1, 8, 123 S. Ct. 2058, 2063, n. 3 (2003)
26 (“Of course, a state claim can also be removed through the use of the supplemental jurisdiction
27 statute, 28 U.S.C. § 1367(a), provided that another claim in the complaint is removable.”); *see*
28 *also Gaming Corp. of Am. v. Dorsey & Whitney*, 88 F.3d 536, 543 (8th Cir. 1996) (“Only those
claims that fall within the preemptive scope of the particular statute, or treaty, are considered to



1 make out federal questions, but the presence of even one federal claim gives the defendant the
 2 right to remove the entire case to federal court.”) (internal citations omitted); *Milwaukee*
 3 *Carpenter’s District Council Health Fund v. Philip Morris*, 70 F.Supp.2d 888 (E.D. Wisc. 1999)
 4 (denying remand while noting that “[s]o long as any one claim concerned a federal question, the
 5 entire case could be removed” under the ERISA complete preemption doctrine).

6 In sum, for Fremont to prevail on its Motion to Remand it must show none of its seven
 7 state law claims for relief are completely preempted by ERISA. It cannot do so.

8 **V. IN THE ALTERNATIVE, THE DEFENDANTS HAVE THE RIGHT TO**
 9 **CONDUCT JURISDICTIONAL DISCOVERY**

10 As discussed above, even assuming *arguendo*, that Fremont is only asserting claims
 11 involving the rate of payment, its claims are completely preempted because there is no written
 12 contract, state statute or oral promise that would give rise to an independent legal duty on the
 13 part of Defendants to reimburse Fremont at a particular rate. Rather, the only documents
 14 governing the rate of payment to Fremont are the plan members’ ERISA plans.

15 However, in the alternative, even if this Court agrees with Fremont’s interpretation of the
 16 case law, the Motion to Remand should still be denied as Defendants are entitled to jurisdictional
 17 discovery to determine which claims involve the right to payment and are completely preempted
 18 and which claims involve the rate of payment and are not completely preempted.¹⁹

19 Defendants have a basis for jurisdictional discovery as they dispute Fremont’s contention
 20 that the claims Fremont is asserting only involve the rate of payment. Defendants have evidence
 21 that thousands of the claims Fremont is asserting were denied due to the medical services not
 22 being covered under the terms of various ERISA plans.²⁰ Thus, even if this Court were to adopt
 23 Fremont’s interpretation of the alleged “right to payment vs. rate of payment” rule, which it
 24 should not, there would still be a need for additional discovery before ruling on Fremont’s

25 _____
 26 ¹⁹ Again, Defendants disagree with Fremont’s analysis of the case law and believe Fremont’s claims are
 27 completely preempted regardless of whether they involve the right to payment or rate of payment.
 Defendants make this in the alternative argument only in an abundance of caution.

28 ²⁰ See Exhibit 2 at ¶ 8 (UHIC, UHS and UMR Declaration), Exhibit 5 at ¶ 9 (SHL and HPN Declaration); Exhibit
 3 at ¶ 8 (Oxford Declaration).



1 Motion to Remand.

2 Fremont will contend that the Court's analysis is confined to the language of Fremont's
3 Complaint and that no additional evidence should be considered. However, this is inaccurate
4 based on case law Fremont itself cited in its Motion to Remand.²¹ In *Lone Star*, the medical
5 provider contended that it had only asserted rate of payment claims while the plan administrator
6 contended that some of the claims involved the right to payment. The Fifth Circuit reversed the
7 district court's decision to remand because the evidence was unclear on this issue and ordered
8 the district court to further develop the factual record before ruling on the motion to remand
9 again. *Lone Star OB/GYN Assocs. v. Aetna Health Inc.*, 579 F.3d 525, 532–33 (5th Cir. 2009).
10 Moreover, in *Lone Star* the factual record was even more developed than what this Court is
11 currently faced with as the plaintiff in that case attached a list of the claims it was asserting to its
12 motion to remand. *Id.* Here, Fremont seeks to use artful pleading to avoid ERISA preemption
13 while at the same time seeking to bar the discovery that would definitively show that its claims
14 are completely preempted and involve the right to payment. Notably, unlike the medical
15 provider in *Lone Star*, Fremont has not attached a list of the specific claims it is asserting to its
16 Motion to Remand.

17 Since Defendants have presented the Court with evidence through this Opposition that at
18 least some of Fremont's claims involve the right to payment, Defendants are entitled to
19 jurisdictional discovery. See *Alaska Cargo Transport, Inc. v. Alaska R.R. Corp.*, 5 F.3d 378, 383
20 (9th Cir. 1993) (stating the district court would have abused its discretion in denying discovery if
21 the discovery was relevant to whether or not the court had subject matter jurisdiction); *Wells*
22 *Fargo & Co. v. Wells Fargo Exp. Co.*, 556 F.2d 406, 430, n.24 (9th Cir. 1977) ("Discovery,
23 however, should be granted where pertinent facts bearing on the question of jurisdiction are
24 controverted or where a more satisfactory showing of the facts is necessary."); *Tradebay, LLC v.*
25 *eBay, Inc.*, 278 F.R.D. 597, 601 (D. Nev. 2011) ("a district court abuses its discretion if it
26 prevents a party from conducting discovery relevant to a potentially dispositive motion."). In
27

28 ²¹ See Motion to Remand at 7:18-21.



1 sum, in the event the Court does not deny the Motion to Remand outright based on Defendants'
2 arguments in Sections II, III and IV of this Opposition, the Motion should be denied because
3 jurisdictional discover is necessary.

4 VI. FREMONT'S REQUEST FOR SANCTIONS SHOULD BE DENIED

5 Requests for sanctions are a serious matter and should not be tossed around cavalierly as
6 Fremont has done here. A Court has discretion to award attorney's fees and costs under 28
7 U.S.C. § 1447(c) only where the removing party lacked an objectively reasonable basis for
8 seeking removal. As demonstrated throughout this Opposition, removal was proper, the Motion
9 to Remand should be denied and Defendants' Motion to Dismiss should be granted. Further, the
10 statute does not permit an automatic award of attorney's fees even if a case is remanded. *Martin*
11 *v. Franklin Capital Corp.*, 546 U.S. 132, 141 (2005) (citation omitted); *Paul v. Kaiser*
12 *Foundation Health Plan of Ohio*, 701 F.3d 514, 523 (6th Cir. 2012) (refusing to award fees
13 where complete preemption was a "close one.").

14 VII. CONCLUSION

15 For all the above reasons, Defendants request that the Court deny Fremont's Motion to
16 Remand. Alternatively, Defendants request that the Court permit jurisdictional discovery before
17 issuing a final ruling on the Motion to Remand.

18 Dated this 21st day of June, 2019.

19 /s/ Colby L. Balkenbush

20 D. Lee Roberts, Jr., Esq.

21 Colby L. Balkenbush, Esq.

22 Josephine E. Groh, Esq.

23 WEINBERG, WHEELER, HUDGINS,

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28 *Attorneys for Defendants UnitedHealthcare Insurance Company, United HealthCare Services, Inc., UMR, Inc., Oxford Health Plans, Inc., Sierra Health and Life Insurance Co., Inc., Sierra Health-Care Options, Inc., and Health Plan of Nevada, Inc.*



CERTIFICATE OF SERVICE

I hereby certify that on the 21 day of June, 2019, a true and correct copy of the foregoing **DEFENDANTS' OPPOSITION TO FREMONT EMERGENCY SERVICES (MANDAVIA), LTD.'S MOTION TO REMAND** was served and filed electronically through CM/ECF to the following:

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HUDGINS GUNN & DIAL



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EXHIBIT 1

May 9, 2019 Email

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EXHIBIT 1

From: Kristen T. Gallagher [<mailto:kgallagher@mcdonaldcarano.com>]
Sent: Thursday, May 09, 2019 5:39 PM
To: Balkenbush, Colby; Pat Lundvall; Amanda Perach
Cc: Roberts, Lee; Bowman, Cindy S.
Subject: RE: Fremont Emergency Services v. United Healthcare Insurance, et. al.

Thank you for your message.

As you likely noted from review of the Complaint, Fremont Emergency Services does not assert any causes of action with respect to defendants' insureds/participants whose health insurance was issued under Medicare Part C (Medicare Advantage) or is provided under the Federal Employee Health Benefits Act (FEHBA), nor does it assert any claims relating to defendants' managed Medicaid business. Additionally, the claims at issue concern a dispute over the amount paid, not whether the claim was payable because defendants already determined the subject claims were payable. As a result, there is no basis to remove the action to federal court under federal question jurisdiction. Once defendants have filed a response to the Complaint, we can discuss next steps.

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Regards,

Kristen T. Gallagher Partner

McDONALD CARANO

P: 702.873.4100 E: kgallagher@mcdonaldcarano.com

From: Balkenbush, Colby <CBalkenbush@wwhgd.com>
Sent: Tuesday, May 7, 2019 12:02 PM
To: Pat Lundvall <plundvall@mcdonaldcarano.com>; Kristen T. Gallagher <kgallagher@mcdonaldcarano.com>; Amanda Perach <aperach@mcdonaldcarano.com>
Cc: Roberts, Lee <LRoberts@wwhgd.com>; Bowman, Cindy S. <CBowman@wwhgd.com>
Subject: Fremont Emergency Services v. United Healthcare Insurance, et. al.

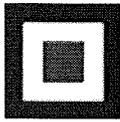
Pat, Kristen, Amanda,

Lee and I represent the defendants in the attached complaint and are preparing a response. The Complaint alleges that Fremont provided treatment to more than 10,800 Patients who were members of United HealthCare's Health Plans. See Complaint at ¶ 25. Would you be willing to provide the Patients' names, dates of birth and/or a social security numbers so we can determine whether these are United's insureds/participants and which benefit plans are involved? We

understand that Fremont has no obligation to provide this information at this stage but it certainly would be among one of the first things we would seek when discovery begins.

Best,

Colby



**WEINBERG WHEELER
HUDGINS GUNN & DIAL**
TRIAL LAWYERS

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EXHIBIT 2

UHIC, UHS and UMR Declaration

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EXHIBIT 2

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 10 *UMR, Inc., Oxford Health Plans, Inc.,*
Sierra Health and Life Insurance Co., Inc.,
 11 *Sierra Health-Care Options, Inc., and*
Health Plan of Nevada, Inc.
 12

13
 14 **UNITED STATES DISTRICT COURT**
 15 **DISTRICT OF NEVADA**

16 FREMONT EMERGENCY SERVICES
 (MANDAVIA), LTD., a Nevada professional
 17 corporation,

18 Plaintiff,

19 vs.

20 UNITED HEALTHCARE INSURANCE
 COMPANY, a Connecticut corporation; UNITED
 21 HEALTH CARE SERVICES INC. dba
 UNITEDHEALTHCARE, a Minnesota
 22 corporation; UMR, INC. dba UNITED
 MEDICAL RESOURCES, a Delaware
 23 corporation; OXFORD HEALTH PLANS, INC.,
 a Delaware corporation; SIERRA HEALTH AND
 24 LIFE INSURANCE COMPANY, INC., a Nevada
 corporation; SIERRA HEALTH-CARE
 25 OPTIONS, INC., a Nevada corporation;
 HEALTH PLAN OF NEVADA, INC., a Nevada
 26 corporation; DOES 1-10; ROE ENTITIES 11-20,

27 Defendants.
 28

Case No.: 2:19-cv-00832

**DECLARATION OF JANE STALINSKI
 IN SUPPORT OF DEFENDANTS'
 OPPOSITION TO MOTION TO REMAND**

000169

WEINBERG WHEELER
HUDGINS GUNN & DIAL



000169

1 I, Jane Stalinski, declare under penalty of perjury as follows:

2 1. I am an adult resident of Cuyahoga County in the state of Ohio, over 18 years of
3 age, and I have personal knowledge of the matters set forth herein, except as stated upon
4 information and belief, which matters I believe to be true.

5 2. I am a Legal Service Specialist for UnitedHealthcare Insurance Company
6 ("UHIC") and its affiliates.

7 3. I submit this declaration in support of Defendants' Opposition to Fremont's
8 Motion to Remand.

9 4. In the Complaint, Fremont Emergency Services (Mandavia), Ltd. ("Fremont")
10 alleges that it provided medical treatment to Defendants UnitedHealthcare Insurance Company's
11 ("UHIC"), United HealthCare Services, Inc.'s ("UHS"), and UMR, Inc.'s ("UMR") plan
12 members from July 2017 to present and that Defendants failed to adequately reimburse Fremont
13 for the medical services it provided. *See e.g.*, Complaint at ¶¶ 24-25.

14 5. Based on the allegations in the Complaint, I have conducted an investigation of
15 the claims/requests for payment ("claims") that Fremont has submitted to UHIC, UHS and
16 UMR. The results of this investigation are summarized below.

17 6. My understanding is that The Employee Retirement Income Security Act
18 ("ERISA") defines an "employee welfare benefit plan" (hereinafter "employee benefit plan") as
19 follows:

20 any plan, fund, or program which was heretofore or is hereafter established
21 or maintained by an employer or by an employee organization, or by both,
22 to the extent that such plan, fund, or program was established or is
23 maintained for the purpose of providing for its participants or their
24 beneficiaries, through the purchase of insurance or otherwise, (A) medical,
25 surgical, or hospital care or benefits, or benefits in the event of sickness,
26 accident, disability, death or unemployment, or vacation benefits,
27 apprenticeship or other training programs, or day care centers, scholarship
28 funds, or prepaid legal services, or (B) any benefit described in section
186(c) of this title (other than pensions on retirement or death, and
insurance to provide such pensions).

29 U.S.C. § 1002.

7. In regard to the thousands of claims that Fremont sent to Defendants UHIC, UHS,

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



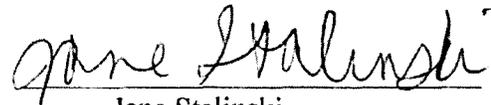
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1 and UMR during the time period of July 2017 to present, all but one of the claims were made
 2 against employee benefit plans. Further, for all of Fremont's claims against UHIC, UHS, and
 3 UMR, the claim submission data indicates that Fremont received an assignment of benefits from
 4 the patient/plan member/insured and/or other authorized person.

5 8. In addition, I have reviewed the nature of the claims Fremont has asserted against
 6 UHIC, UHS and UMR and determined that some of the claims were denied in full and no partial
 7 payment was issued.

8 9. I declare under penalty of perjury under the laws of the State of Nevada and the
 9 United States that the foregoing is true and correct.

10 DATED this 20th day of June, 2019.

11 
 12 _____
 13 Jane Stalinski

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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EXHIBIT 3

Oxford Declaration

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EXHIBIT 3

000173

WEINBERG WHEELER
HUDGINS GUNN & DIAL



1 D. Lee Roberts, Jr., Esq.
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 2 *lroberts@wwhgd.com*
 Colby L. Balkenbush, Esq.
 3 Nevada Bar No. 13066
cbalkenbush@wwhgd.com
 4 Josephine E. Groh, Esq.
 Nevada Bar No. 14209
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 6 GUNN & DIAL, LLC
 6385 South Rainbow Blvd., Suite 400
 7 Las Vegas, Nevada 89118
 Telephone: (702) 938-3838
 8 Facsimile: (702) 938-3864

9 *Attorneys for Defendants UnitedHealthcare*
Insurance Company, United HealthCare Services, Inc.,
 10 *UMR, Inc., Oxford Health Plans, Inc.,*
 11 *Sierra Health and Life Insurance Co., Inc.,*
Sierra Health-Care Options, Inc., and
 12 *Health Plan of Nevada, Inc.*

13
 14 **UNITED STATES DISTRICT COURT**
 15 **DISTRICT OF NEVADA**

16 **FREMONT EMERGENCY SERVICES**
 (MANDAVIA), LTD., a Nevada professional
 17 corporation.

Case No.: 2:19-cv-00832

18 **Plaintiff,**

**DECLARATION OF MARYANN BRITTO
 IN SUPPORT OF OPPOSITION TO
 MOTION TO REMAND**

19 vs.

20 **UNITED HEALTHCARE INSURANCE**
COMPANY, a Connecticut corporation; UNITED
 21 **HEALTH CARE SERVICES INC. dba**
UNITEDHEALTHCARE, a Minnesota
 22 **corporation; UMR, INC. dba UNITED**
MEDICAL RESOURCES, a Delaware
 23 **corporation; OXFORD HEALTH PLANS, INC.,**
a Delaware corporation; SIERRA HEALTH AND
 24 **LIFE INSURANCE COMPANY, INC., a Nevada**
corporation; SIERRA HEALTH-CARE
 25 **OPTIONS, INC., a Nevada corporation;**
HEALTH PLAN OF NEVADA, INC., a Nevada
 26 **corporation; DOES 1-10; ROE ENTITIES 11-20,**

27 **Defendants.**

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000173

1 I, Maryann Britto, declare under penalty of perjury as follows:

2 1. I am an adult resident of Fairfield County, Connecticut, over 18 years of age, and
3 I have personal knowledge of the matters set forth herein, except as stated upon information and
4 belief, which matters I believe to be true.

5 2. I am a Legal Case Information Analyst for United Healthcare Services, Inc.

6 3. I submit this declaration in support of Defendants' Opposition to Fremont's
7 Motion to Remand.

8 4. In the Complaint, Fremont Emergency Services (Mandavia), Ltd. ("Fremont")
9 alleges that it provided medical treatment to Defendant Oxford Health Plans, Inc.'s ("Oxford")
10 plan members from July 2017 to present and that Oxford failed to adequately reimburse Fremont
11 for the medical services it provided. *See e.g.*, Complaint at ¶¶ 24-25.

12 5. Based on the allegations in the Complaint, I have conducted an investigation of
13 the claims/requests for payment ("claims") that Fremont has submitted to Oxford. The results of
14 this investigation are summarized below.

15 6. My understanding is that The Employee Retirement Income Security Act
16 ("ERISA") defines an "employee welfare benefit plan" (hereinafter "employee benefit plan") as
17 follows:

18 any plan, fund, or program which was heretofore or is hereafter established
19 or maintained by an employer or by an employee organization, or by both,
20 to the extent that such plan, fund, or program was established or is
21 maintained for the purpose of providing for its participants or their
22 beneficiaries, through the purchase of insurance or otherwise, (A) medical,
23 surgical, or hospital care or benefits, or benefits in the event of sickness,
24 accident, disability, death or unemployment, or vacation benefits,
25 apprenticeship or other training programs, or day care centers, scholarship
26 funds, or prepaid legal services, or (B) any benefit described in section
27 186(c) of this title (other than pensions on retirement or death, and
28 insurance to provide such pensions).

29 U.S.C. § 1002.

7. In regard to the claims that Fremont sent to Defendant Oxford during the time
period of July 2017 to present, all of the claims were made against employee benefit plans.
Further, for all of Fremont's claims against Oxford, the claim submission data indicates that

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



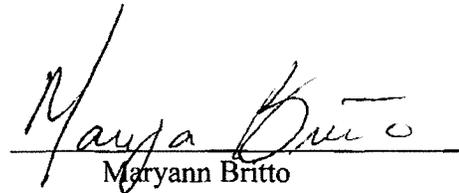
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1 Fremont received an assignment of benefits from the patient/plan member/insured and/or other
2 authorized person.

3 8. In addition, I have reviewed the nature of the claims Fremont has asserted against
4 Oxford and determined that some of the claims were denied in full and no partial payment was
5 issued.

6 9. I declare under penalty of perjury under the laws of the State of Nevada and the
7 United States that the foregoing is true and correct.

8 DATED this 21 day of June, 2019.

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10 
11 Maryann Britto

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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EXHIBIT 4

SHO Declaration

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EXHIBIT 4

1 D. Lee Roberts, Jr., Esq.
 Nevada Bar No. 8877
 2 *lroberts@wwhgd.com*
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 3 Nevada Bar No. 13066
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 6 GUNN & DIAL, LLC
 6385 South Rainbow Blvd., Suite 400
 7 Las Vegas, Nevada 89118
 Telephone: (702) 938-3838
 8 Facsimile: (702) 938-3864

9 *Attorneys for Defendants UnitedHealthcare*
Insurance Company, United HealthCare Services, Inc.,
 10 *UMR, Inc., Oxford Health Plans, Inc.,*
 11 *Sierra Health and Life Insurance Co., Inc.,*
Sierra Health-Care Options, Inc., and
 12 *Health Plan of Nevada, Inc.*

13
 14 **UNITED STATES DISTRICT COURT**
 15 **DISTRICT OF NEVADA**

16 **FREMONT EMERGENCY SERVICES**
 (MANDAVIA), LTD., a Nevada professional
 17 corporation,

18 **Plaintiff,**

19 **vs.**

20 **UNITED HEALTHCARE INSURANCE**
COMPANY, a Connecticut corporation; UNITED
 21 **HEALTH CARE SERVICES INC. dba**
UNITEDHEALTHCARE, a Minnesota
 22 **corporation; UMR, INC. dba UNITED**
MEDICAL RESOURCES, a Delaware
 23 **corporation; OXFORD HEALTH PLANS, INC.,**
a Delaware corporation; SIERRA HEALTH AND
 24 **LIFE INSURANCE COMPANY, INC., a Nevada**
corporation; SIERRA HEALTH-CARE
 25 **OPTIONS, INC., a Nevada corporation;**
HEALTH PLAN OF NEVADA, INC., a Nevada
 26 **corporation; DOES 1-10; ROE ENTITIES 11-20,**

27 **Defendants.**

Case No.: 2:19-cv-00832

**DECLARATION OF SHAWNA REED IN
 SUPPORT OF DEFENDANTS'
 OPPOSITION TO MOTION TO REMAND**

WEINBERG WHEELER
 HUDGINS GUNN & DIAL



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1 I, Shawna Reed, declare under penalty of perjury as follows:

2 1. I am an adult resident of Clark County, Nevada, over 18 years of age, and I have
3 personal knowledge of the matters set forth herein, except as stated upon information and belief,
4 which matters I believe to be true.

5 2. I am the general manager for Sierra Health-Care Options, Inc. ("SHO")
6 operations.

7 3. I submit this declaration in support of Defendants' Opposition to Fremont's
8 Motion to Remand.

9 4. In the Complaint, Fremont Emergency Services (Mandavia), Ltd. ("Fremont")
10 alleges that it provided medical treatment to Defendant SHO's plan members from July 2017 to
11 present and that SHO failed to adequately reimburse Fremont for the medical services it
12 provided. *See e.g.*, Complaint at ¶¶ 24-25.

13 5. Based on the allegations in the Complaint, I have conducted an investigation of
14 the claims/requests for payment ("claims") that Fremont has submitted to SHO. The results of
15 this investigation are summarized below.

16 6. My understanding is that The Employee Retirement Income Security Act
17 ("ERISA") defines an "employee welfare benefit plan" (hereinafter "employee benefit plan") as
18 follows:

19 any plan, fund, or program which was heretofore or is hereafter established
20 or maintained by an employer or by an employee organization, or by both,
21 to the extent that such plan, fund, or program was established or is
22 maintained for the purpose of providing for its participants or their
23 beneficiaries, through the purchase of insurance or otherwise, (A) medical,
24 surgical, or hospital care or benefits, or benefits in the event of sickness,
25 accident, disability, death or unemployment, or vacation benefits,
26 apprenticeship or other training programs, or day care centers, scholarship
27 funds, or prepaid legal services, or (B) any benefit described in section
28 186(c) of this title (other than pensions on retirement or death, and
insurance to provide such pensions).

29 U.S.C. § 1002.

26 7. In regard to the claims that Fremont sent to Defendant SHO during the time
27 period of July 2017 to present, all of the claims were made against employee benefit plans.

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HUDGINS GUNN & DIAL

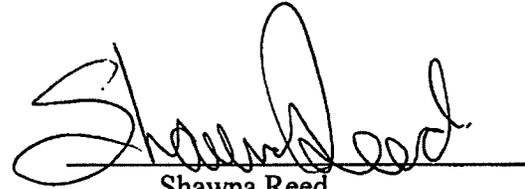


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1 Further, for all of Fremont's claims against SHO, the claim submission data indicates that
2 Fremont received an assignment of benefits from the patient/plan member/insured and/or other
3 authorized person.

4 8. I declare under penalty of perjury under the laws of the State of Nevada and the
5 United States that the foregoing is true and correct.

6 DATED this ___ day of June, 2019.

7 
8
9 Shawna Reed

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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EXHIBIT 5

SHL and HPN Declaration

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EXHIBIT 5

1 D. Lee Roberts, Jr., Esq.
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 2 *lroberts@wwhgd.com*
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 3 Nevada Bar No. 13066
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9 *Attorneys for Defendants UnitedHealthcare*
Insurance Company, United HealthCare Services, Inc.,
 10 *UMR, Inc., Oxford Health Plans, Inc.,*
 11 *Sierra Health and Life Insurance Co., Inc.,*
Sierra Health-Care Options, Inc., and
 12 *Health Plan of Nevada, Inc.*

WEINBERG WHEELER
HUDGINS GUNN & DIAL



000181

14 UNITED STATES DISTRICT COURT
 15 DISTRICT OF NEVADA

16 FREMONT EMERGENCY SERVICES
 (MANDAVIA), LTD., a Nevada professional
 17 corporation,

18 Plaintiff,

19 vs.

20 UNITED HEALTHCARE INSURANCE
 COMPANY, a Connecticut corporation; UNITED
 21 HEALTH CARE SERVICES INC. dba
 UNITEDHEALTHCARE, a Minnesota
 22 corporation; UMR, INC. dba UNITED
 MEDICAL RESOURCES, a Delaware
 23 corporation; OXFORD HEALTH PLANS, INC.,
 a Delaware corporation; SIERRA HEALTH AND
 24 LIFE INSURANCE COMPANY, INC., a Nevada
 corporation; SIERRA HEALTH-CARE
 25 OPTIONS, INC., a Nevada corporation;
 HEALTH PLAN OF NEVADA, INC., a Nevada
 26 corporation; DOES 1-10; ROE ENTITIES 11-20,

27 Defendants.
28

Case No.: 2:19-cv-00832

**DECLARATION OF ELLEN SINCLAIR
 IN SUPPORT OF DEFENDANTS'
 OPPOSITION TO MOTION TO REMAND**

000181

1 I, Ellen Sinclair, declare under penalty of perjury as follows:

2 1. I am an adult resident of Clark County, Nevada, over 18 years of age, and I have
3 personal knowledge of the matters set forth herein, except as stated upon information and belief,
4 which matters I believe to be true.

5 2. I am a Healthcare Economics Consultant for HPN/SHL.

6 3. I submit this declaration in support of Defendants' Opposition to Fremont's
7 Motion to Remand.

8 4. In the Complaint, Fremont Emergency Services (Mandavia), Ltd. ("Fremont")
9 alleges that it provided medical treatment to Defendants Sierra Health and Life Insurance Co.'s
10 ("SHL") and Health Plan of Nevada, Inc.'s ("HPN") plan members from July 2017 to present
11 and that Defendants failed to adequately reimburse Fremont for the medical services it provided.
12 *See e.g.*, Complaint at ¶¶ 24-25.

13 5. Based on the allegations in the Complaint, I have conducted an investigation of
14 the claims/requests for payment ("claims") that Fremont has submitted to SHL and HPN. The
15 results of this investigation are summarized below.

16 6. My understanding is that The Employee Retirement Income Security Act
17 ("ERISA") defines an "employee welfare benefit plan" (hereinafter "employee benefit plan") as
18 follows:

19 any plan, fund, or program which was heretofore or is hereafter established
20 or maintained by an employer or by an employee organization, or by both,
21 to the extent that such plan, fund, or program was established or is
22 maintained for the purpose of providing for its participants or their
23 beneficiaries, through the purchase of insurance or otherwise, (A) medical,
24 surgical, or hospital care or benefits, or benefits in the event of sickness,
25 accident, disability, death or unemployment, or vacation benefits,
26 apprenticeship or other training programs, or day care centers, scholarship
27 funds, or prepaid legal services, or (B) any benefit described in section
28 186(c) of this title (other than pensions on retirement or death, and
insurance to provide such pensions).

29 U.S.C. § 1002.

7. In regard to the claims that Fremont sent to Defendant SHL during the time period
of July 2017 to present, approximately 72 percent of the claims were made against employee

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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1 benefit plans. Further, for all of Fremont's claims against SHL, the claim submission data
2 indicates that Fremont received an assignment of benefits from the patient/plan member/insured
3 and/or other authorized person.

4 8. In regard to the claims that Fremont sent to Defendant HPN during the time
5 period of July 2017 to present, approximately 84 percent of the claims were made against
6 employee benefit plans. Further, for all of Fremont's claims against HPN, the claim submission
7 data indicates that Fremont received an assignment of benefits from the patient/plan
8 member/insured and/or other authorized person.

9 9. In addition, I have reviewed the nature of the claims Fremont has asserted against
10 SHL and HPN and determined that some of the claims were denied in full and no partial
11 payment was issued.

12 10. I declare under penalty of perjury under the laws of the State of Nevada and the
13 United States that the foregoing is true and correct.

14 DATED this 20 day of June, 2019.

15
16 
17 Ellen Sinclair

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WEINBERG WHEELER
HUDGINS GUNN & DIAL



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EXHIBIT 6

Sample Claim Forms for Fremont Claims to UMR

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EXHIBIT 6

Submitter : 611358935 (ZIRMED 837 MEDICAL VIA OPTUMINSIGHT)

1500

Claim TPA ID :
 Claim Total : \$883.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

<input type="checkbox"/> PICA 1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input checked="" type="checkbox"/> (ID#)															
8. RESERVED FOR NUCC USE															
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)						10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO PLACE (State) _____ c. OTHER ACCIDENT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO									
a. OTHER INSURED'S POLICY OR GROUP NUMBER						b. OTHER CLAIM ID (Designated by NUCC)									
b. RESERVED FOR NUCC USE						c. INSURANCE PLAN NAME OR PROGRAM NAME									
c. RESERVED FOR NUCC USE						d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.									
d. INSURANCE PLAN NAME OR PROGRAM NAME						10a. CLAIM CODES (Designated by NUCC)									
READ BACK OF FORM BEFORE COMPLETING & SIGNING FORM.															
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.						13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.									
SIGNED <u>AUTHORIZED SIGNATURE ON FILE</u> DATE <u>07/01/17</u>						SIGNED <u>AUTHORIZED SIGNATURE ON FILE</u>									
14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP); MM DD YY <u>06 28 17</u> QUAL				15. OTHER DATE MM DD YY QUAL				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY							
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE				17a. 17b.				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY							
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) Referral# REF# H/L#						20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO \$ CHARGES									
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. <u>0</u> A <u>S161XXA</u> B <u>M5412</u> C <u>R030</u> D <u>X58XXXA</u> E _____ F _____ G _____ H _____ I _____ J _____ K _____ L _____						22. RESUBMISSION CODE ORIGINAL REF. NO. <u>1</u>									
23. PRIOR AUTHORIZATION NUMBER						24. A. DATES OF SERVICE B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. I.D. QUAL J. RENDERING PROVIDER I.D. #									
1 07 01 17 07 01 17 23		99284		A, B, C, D		883 00		1		1063778611					
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4															
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25. FEDERAL TAX I.D. NUMBER <u>880262438</u> SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>				26. PATIENT ACCOUNT NO.				27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO				28. TOTAL CHARGE \$ <u>883 00</u>			
29. AMOUNT PAID \$				30. Rsvd for NUCC Use				31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) RIVAS, JULIE 1063778611 207P00000X SIGNED _____ DATE _____				32. SERVICE FACILITY LOCATION INFORMATION SOUTHERN HILLS HOSPITAL AND ME 9300 W SUNSET RD LAS VEGAS, NV 89148-4844 a. <u>1457306359</u> b.			
33. BILLING PROVIDER INFO & PH # FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772 a. <u>1679550149</u> b.															

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Submitter : 752297429-10036 (UHC 837 MEDICAL)

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Claim TPA ID : ██████████
 Claim Total : \$1,295.00

Patient's Acct# : ██████████
 Batch Number : ██████████
 CCN# : ██████████
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA 1. MEDICARE <input type="checkbox"/> MEDICAID <input type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input checked="" type="checkbox"/>																																																																																																																			
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) a. OTHER INSURED'S POLICY OR GROUP NUMBER b. RESERVED FOR NUCC USE c. RESERVED FOR NUCC USE d. INSURANCE PLAN NAME OR PROGRAM NAME																																																																																																																			
10. IS PATIENT'S CONDITION RELATED TO a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input type="checkbox"/> NO c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO 10d. CLAIM CODES (Designated by NUCC)																																																																																																																			
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below. SIGNED <u>AUTHORIZED SIGNATURE ON FILE</u> DATE <u>07/02/17</u>																																																																																																																			
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED <u>AUTHORIZED SIGNATURE ON FILE</u>																																																																																																																			
14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP) MM DD YY QUAL 07 02 17				15. OTHER DATE QUAL MM DD YY				16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY																																																																																																											
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. 17b.				18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY				20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO																																																																																																											
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0 A. <u>S098XXA</u> B. <u>S0083XA</u> C. <u>F10129</u> D. <u>W228XXA</u> E. F. G. H. I. J. K. L.																																																																																																																			
22. RESUBMISSION CODE ORIGINAL REF. NO. 1																																																																																																																			
23. PRIOR AUTHORIZATION NUMBER																																																																																																																			
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">24 A. DATES OF SERVICE</th> <th>B. PLACE OF SERVICE</th> <th>C. EMG</th> <th colspan="2">D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)</th> <th>E. DIAGNOSIS POINTER</th> <th>F. \$ CHARGES</th> <th>G. DAYS OR UNITS</th> <th>H. EPSTD Family Plan</th> <th>I. I.D. QUAL</th> <th>J. RENDERING PROVIDER I.D. #</th> </tr> <tr> <th>From MM DD YY</th> <th>To MM DD YY</th> <th></th> <th></th> <th></th> <th>CPT/HCPCS</th> <th>MODIFIER</th> <th></th> <th></th> <th></th> <th></th> <th></th> <th></th> </tr> </thead> <tbody> <tr> <td>07 02 17</td> <td>07 02 17</td> <td></td> <td>23</td> <td></td> <td>99285</td> <td></td> <td>A, B, C, D</td> <td>1,295 00</td> <td>1</td> <td></td> <td></td> <td>1063462364</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </tbody> </table>												24 A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSTD Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #	From MM DD YY	To MM DD YY				CPT/HCPCS	MODIFIER							07 02 17	07 02 17		23		99285		A, B, C, D	1,295 00	1			1063462364																																																																	
24 A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSTD Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #																																																																																																							
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07 02 17	07 02 17		23		99285		A, B, C, D	1,295 00	1			1063462364																																																																																																							
25. FEDERAL TAX I.D. NUMBER 880262438			SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT ACCOUNT NO ██████████		27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 1,295 00		29. AMOUNT PAID \$		30. Rsvd for NUCC Use																																																																																																						
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) LOVINGER, AARON 1063462364 207P00000X SIGNED DATE					32. SERVICE FACILITY LOCATION INFORMATION FREMONT EMERGENCY SERVICES MAN 3186 S MARYLAND PKWY LASVEGAS, NV 89109-2317			33. BILLING PROVIDER INFO & PH # FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772 a. 1518120971 b.																																																																																																											

000186

000186

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$505.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA												PICA																																																																																																																																															
1. MEDICARE (Medicare#)												MEDICAID (Medicaid#)												TRICARE (ID#/DoD#)												CHAMPVA (Member ID#)												GROUP HEALTH PLAN (ID#)												FECA BLK LUNG (ID#)												OTHER (ID#) <input checked="" type="checkbox"/>																																																																																			
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)												10. IS PATIENT'S CONDITION RELATED TO:												11. RESERVED FOR NUCC USE												12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.												13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.																																																																																																											
a. OTHER INSURED'S POLICY OR GROUP NUMBER												a. EMPLOYMENT? (Current or Previous)												b. RESERVED FOR NUCC USE												b. AUTO ACCIDENT? (State)												c. RESERVED FOR NUCC USE												c. INSURANCE PLAN NAME OR PROGRAM NAME												d. IS THERE ANOTHER HEALTH BENEFIT PLAN?																																																																																			
d. INSURANCE PLAN NAME OR PROGRAM NAME												10d. CLAIM CODE(S) (Designated by NUCC)												14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)												15. OTHER DATE												16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION												17. NAME OF REFERRING PROVIDER OR OTHER SOURCE												17a. 17b.												18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES												19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)												20. OUTSIDE LAB? \$ CHARGES												21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E)												22. RESUBMISSION CODE ORIGINAL REF. NO.												23. PRIOR AUTHORIZATION NUMBER											
24A. DATES OF SERVICE												B. PLACE OF SERVICE												C. EMG												D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)												E. DIAGNOSIS POINTER												F. \$ CHARGES												G. DAYS OR UNITS												H. EPOSD Family Plan												I. I.D. QUAL												J. RENDERING PROVIDER ID #																																															
25. FEDERAL TAX I.D. NUMBER												SSN EIN												26. PATIENT ACCOUNT NO.												27. ACCEPT ASSIGNMENT												28. TOTAL CHARGE												29. AMOUNT PAID												30. Rsvd for NUCC Use																																																																																			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS I certify that the statements on the reverse apply to this bill and are made a part thereof.												32. SERVICE FACILITY LOCATION INFORMATION												33. BILLING PROVIDER INFO & PH #												34. SIGNATURE												DATE												a.												b.																																																																																			

000187

000187

Submitter : 611358935 (ZIRMED 837 MEDICAL VIA OPTUMINSIGHT)

1500

Claim TPA ID :
 Claim Total : \$1,787.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA		PICA	
1. MEDICARE (Medicare#)		MEDIACID (Medicaid#)	
TRICARE (ID#/DoD#)		CHAMPVA (Member ID#)	
GROUP HEALTH PLAN (ID#)		FECA BLK LUNG (ID#)	
OTHER (ID#) <input checked="" type="checkbox"/>			
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous)	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO PLACE (State)	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.	
SIGNED <u>AUTHORIZED SIGNATURE ON FILE</u> DATE <u>07/06/17</u>		SIGNED <u>AUTHORIZED SIGNATURE ON FILE</u>	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE MM DD YY QUAL	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) Referral# REF# H/L#		20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO \$ CHARGES	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0		22. RESUBMISSION CODE ORIGINAL REF. NO. 1	
A. <u>R42</u> B. <u>R55</u> C. <u>E860</u> D. <u>I959</u>		23. PRIOR AUTHORIZATION NUMBER	
E. _____ F. _____ G. _____ H. _____			
I. _____ J. _____ K. _____ L. _____			
24 A. DATES OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE	
C. EMG		D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER	
E. DIAGNOSIS POINTER		F. \$ CHARGES	
G. DAYS OR UNITS		H. EPSDT Family Plan	
I. I.D. QUAL		J. RENDERING PROVIDER I.D. #	
1 07 06 17 07 06 17 23 99291 A, B, C, D 1,681 00 1 1568656213			
2 07 06 17 07 06 17 23 93010 A 64 00 1 1568656213			
3 07 06 17 07 06 17 23 99053 A, B, C, D 42 00 1 1568656213			
4			
5			
6			
25. FEDERAL TAX ID NUMBER 880262438 SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT ACCOUNT NO. <input type="checkbox"/> <input checked="" type="checkbox"/>	
27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 1,787 00	
29. AMOUNT PAID \$		30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) HIXSON, MICHAEL 1568656213 207P00000X SIGNED DATE		32. SERVICE FACILITY LOCATION INFORMATION ST ROSE DOMINICAN HOSPITALS-SI 3001 ST ROSE PKWY HENDERSON, NV 89052-3839 a 1770626426 b	
		33. BILLING PROVIDER INFO & PH # FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772 a 1689013161 b	

000188

000188

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$1,295.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA
1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#)

[REDACTED]

[REDACTED]

a. OTHER INSURED'S POLICY OR GROUP NUMBER
a. EMPLOYMENT? (Current or Previous)
b. RESERVED FOR NUCC USE
b. AUTO ACCIDENT? PLACE (State)
c. RESERVED FOR NUCC USE
c. OTHER ACCIDENT?
d. INSURANCE PLAN NAME OR PROGRAM NAME
10a. CLAIM CODES (Designated by NUCC)
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 07/09/17

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
17a.
17b.
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
20. OUTSIDE LAB? \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
A. R1031 B. N200 C. N3001 D. R112
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.
23. PRIOR AUTHORIZATION NUMBER

Table with 10 columns: 24 A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES SERVICES OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPSDT Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER 880262438
26. PATIENT ACCOUNT NO.
27. ACCEPT ASSIGNMENT
28. TOTAL CHARGE \$ 1,295 00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
32. SERVICE FACILITY LOCATION INFORMATION
33. BILLING PROVIDER INFO & PH #

000189

000189

Submitter : COBA (MEDICARE COBA MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$1,681.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number :

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER

(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#)



9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
 10. IS PATIENT'S CONDITION RELATED TO:
 a. EMPLOYMENT? (Current or Previous)
 YES NO
 b. AUTO ACCIDENT?
 YES NO PLACE (State)
 c. OTHER ACCIDENT?
 YES NO
 c. INSURANCE PLAN NAME OR PROGRAM NAME
 d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
 YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE DATE 07/10/17
 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
 MM DD YY QUAL
 15. OTHER DATE
 MM DD YY QUAL
 16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
 FROM MM DD YY TO MM DD YY
 17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
 17a.
 17b.
 18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
 FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
 Referral# = REF = H/L =
 20. OUTSIDE LAB? YES NO \$ CHARGES
 21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
 A. J189 B. A419 C. R0902 D. I10
 E. F. G. H.
 I. J. K. L.
 22. RESUBMISSION CODE 1 ORIGINAL REF. NO.
 23. PRIOR AUTHORIZATION NUMBER

24 A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
07 10 17	07 10 17	23	99291	DBSC: CRITICAL CARE FIRST A, B, C, D	1,681 00	1			1023391026

25. FEDERAL TAX I.D. NUMBER 880262438 SSN EIN
 26. PATIENT ACCOUNT NO.
 27. ACCEPT ASSIGNMENT YES NO
 28. TOTAL CHARGE \$ 1,681 00
 29. AMOUNT PAID \$
 30. Rsvd for NUCC Use
 31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
 ALBEKORD, ARASH 1023391026
 SIGNED DATE
 32. SERVICE FACILITY LOCATION INFORMATION
 SOUTHERN HILLS HOSPITAL AND ME 9300 W SUNSET RD
 LAS VEGAS, NV 89148-4844
 33. BILLING PROVIDER INFO & PH #
 FREMOT EMER SVCMANDAVIA LTD PO BOX 638972
 CINCINNATI, OH 45263-8972 (888) 952-6772
 a 1457306359 b 1679550149

000190

000190

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$1,295.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER

(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#)



9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
 a. OTHER INSURED'S POLICY OR GROUP NUMBER
 b. RESERVED FOR NUCC USE
 c. RESERVED FOR NUCC USE
 d. INSURANCE PLAN NAME OR PROGRAM NAME

10. IS PATIENT'S CONDITION RELATED TO:
 a. EMPLOYMENT? (Current or Previous) YES NO
 b. AUTO ACCIDENT? YES NO PLACE (State)
 c. OTHER ACCIDENT? YES NO
 10d. CLAIM CODES (Designated by NUCC)

c. INSURANCE PLAN NAME OR PROGRAM NAME
 d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE DATE 07/12/17

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
 MM DD YY QUAL.
 15. OTHER DATE
 MM DD YY QUAL.

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
 FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
 17a.
 17b.

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
 FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
 Referral# = REF = H/L =

20. OUTSIDE LAB? YES NO \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0
 A. R0789 B. R0600 C. R042 D. R918
 E. F. G. H.
 I. J. K. L.

22. RESUBMISSION CODE 1 ORIGINAL REF. NO.
 23. PRIOR AUTHORIZATION NUMBER

24 A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. ICD-9 Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
From: 07 12 17 To: 07 12 17	23		99285	A, B, C, D	1,295 00	1			1114286077

25. FEDERAL TAX I.D. NUMBER 880262438 SSN EIN

26. PATIENT ACCOUNT NO.
 27. ACCEPT ASSIGNMENT YES NO

28. TOTAL CHARGE \$ 1,295 00 29. AMOUNT PAID \$ 30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
 MACEDO, MARK
 1114286077
 207P00000X
 SIGNED DATE

32. SERVICE FACILITY LOCATION INFORMATION
 FREMONT EMERGENCY SERVICES MAN
 3100 N TENAYA WAY
 LASVEGAS, NV 89128-0436

33. BILLING PROVIDER INFO & PH #
 FREMONT EMERGENCY SERVICES MAN
 PO BOX 638972
 CINCINNATI, OH 45263-8972
 (888) 952-6772
 a. 1366429821 b.

000191

000191

1500

Claim TPA ID :
 Claim Total : \$1,295.00

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL\NOT YET APPROVED BY N.U.C. 02/12

PICA							PICA								
1	MEDICARE	MEDICAID	TRICARE	CHAMPVA	GROUP HEALTH PLAN	FECA BLK LUNG	OTHER								
	(Medicare#)	(Medicaid#)	(ID#/DoD#)	(Member ID#)	(ID#)	(ID#)	(ID#)								

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO	a. INSURED'S DATE OF BIRTH	SEX
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)	MM DD YY	M <input type="checkbox"/> F <input type="checkbox"/>
b. RESERVED FOR NUCC USE	<input type="checkbox"/> YES <input type="checkbox"/> NO	b. OTHER CLAIM ID (Designated by NUCC)	
c. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State)		
d. INSURANCE PLAN NAME OR PROGRAM NAME	<input type="checkbox"/> YES <input type="checkbox"/> NO	c. INSURANCE PLAN NAME OR PROGRAM NAME	
	c. OTHER ACCIDENT?	d. IS THERE ANOTHER HEALTH BENEFIT PLAN?	
	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.	
	10d. CLAIM CODES (Designated by NUCC)		

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.

SIGNED AUTHORIZED SIGNATURE ON FILE DATE 07/15/17

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)	15. OTHER DATE	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
MM DD YY QUAL	MM DD YY QUAL	FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. 17b. 17c. 17d. 17e. 17f. 17g. 17h. 17i. 17j. 17k. 17l. 17m. 17n. 17o. 17p. 17q. 17r. 17s. 17t. 17u. 17v. 17w. 17x. 17y. 17z.	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
		FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? \$ CHARGES
Referral# REF= H/L=	<input type="checkbox"/> YES <input type="checkbox"/> NO
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0	22. RESUBMISSION CODE ORIGINAL REF NO.
A. <u>N200</u> B. <u>N289</u> C. <u>R1031</u> D. E. F. G. H. I. J. K. L.	1
	23. PRIOR AUTHORIZATION NUMBER

24 A.	DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #				
	From MM DD YY	To MM DD YY	YY			CPT/HCPCS	MODIFIER										
1	07	15	17	07	15	17	23		99285			A, B, C	1,295 00	1			1215138086
2																	
3																	
4																	
5																	
6																	

25. FEDERAL TAX I.D. NUMBER	SSN EIN	26. PATIENT ACCOUNT NO.	27. ACCEPT ASSIGNMENT	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
880262438	<input type="checkbox"/> <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 1,295 00	\$	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)		32. SERVICE FACILITY LOCATION INFORMATION		33. BILLING PROVIDER INFO & PH #		
MENES, KEVIN 1215138086 207P00000X SIGNED DATE		PREMONT EMERGENCY SERVICES MAN 9300 W SUNSET RD LASVEGAS, NV 89148-4844		PREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772		
		a.		a. 1679550149		b.

1500

Claim TPA ID :
 Claim Total : \$1,295.00

Submitter : 611358935 (ZIRMED 837 MEDICAL VIA OPTUMINSIGHT)

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
 10. IS PATIENT'S CONDITION RELATED TO:
 a. EMPLOYMENT? (Current or Previous) YES NO
 b. AUTO ACCIDENT? YES NO PLACE (State)
 c. OTHER ACCIDENT? YES NO
 d. INSURANCE PLAN NAME OR PROGRAM NAME
 10d. CLAIM CODES (Designated by NUCC)
 d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE DATE: 07/17/17
 13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
 15. OTHER DATE
 16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
 17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
 17a.
 17b.
 18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
 FROM TO
 FROM TO

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
 Referral# REF# H/L#
 20. OUTSIDE LAB? YES NO \$ CHARGES
 21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
 A. R1084 B. K529 C. D72829 D. R030
 E. F. G. H.
 I. J. K. L.
 22. RESUBMISSION CODE 1 ORIGINAL REF. NO.
 23. PRIOR AUTHORIZATION NUMBER

24 A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPST (Family Plan)	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
From MM DD YY	To MM DD YY				CPT/HCPCS MODIFIER						
07 17 17	07 17 17	23			99285	A, B, C, D	1,295 00	1			1972505675

25. FEDERAL TAX I.D. NUMBER 880262438 SSN EIN
 26. PATIENT ACCOUNT NO.
 27. ACCEPT ASSIGNMENT YES NO
 28. TOTAL CHARGE \$ 1,295 00
 29. AMOUNT PAID \$
 30. Rsvd for NUCC Use
 31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
 DUNAGAN, CLARENCE
 1972505675
 207P00000X
 SIGNED DATE
 32. SERVICE FACILITY LOCATION INFORMATION
 MOUNTAIN VIEW HOSPITAL
 3100 N TENAYA WAY
 LAS VEGAS, NV 89128-0436
 a 1104870187 b.
 33. BILLING PROVIDER INFO & PH #
 FREMONT EMERGENCY SERVICES MAN
 PO BOX 638972
 CINCINNATI, OH 45263-8972
 (888) 952-6772
 a 1366429821 b.

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

1500 Claim TPA ID :
 Claim Total : \$463.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA							PICA	
1 MEDICARE	MEDICAID	TRICARE	CHAMPVA	GROUP HEALTH PLAN	FECA BLK LUNG	OTHER		
(Medicare#)	(Medicaid#)	(ID#/CoD#)	(Member ID#)	(ID#)	(ID#)	(ID#)	<input checked="" type="checkbox"/>	(ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)
b. RESERVED FOR NUCC USE	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State)
d. INSURANCE PLAN NAME OR PROGRAM NAME	<input type="checkbox"/> YES <input type="checkbox"/> NO
	c. OTHER ACCIDENT?
	<input type="checkbox"/> YES <input type="checkbox"/> NO
	c. INSURANCE PLAN NAME OR PROGRAM NAME
	10d. CLAIM CODES (Designated by NUCC)
	d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
	<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.

SIGNED AUTHORIZED SIGNATURE ON FILE DATE 07/29/17

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)	15. OTHER DATE	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
MM DD YY QUAL.	MM DD YY QUAL.	FROM MM DD YY TO MM DD YY
07 29 17 QUAL.		

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a.	17b.	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
			FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? \$ CHARGES
Referral# REF# H/L#	<input type="checkbox"/> YES <input type="checkbox"/> NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0	22. RESUBMISSION CODE ORIGINAL REF. NO.
A. <u>S0502XA</u> B. <u>R030</u> C. <u>W228XXA</u> D. <u></u>	1
E. <u></u> F. <u></u> G. <u></u> H. <u></u>	
I. <u></u> J. <u></u> K. <u></u> L. <u></u>	
	23. PRIOR AUTHORIZATION NUMBER

24. A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPOSD Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
MM DD YY MM DD YY			CPT/HCPCS MODIFIER						
07 29 17 07 29 17	23		99283	A, B, C	463 00	1			1104060169

25. FEDERAL TAX I.D. NUMBER	SSN EIN	26. PATIENT ACCOUNT NO.	27. ACCEPT ASSIGNMENT	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
880262438	<input type="checkbox"/> <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 463 00	\$	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH #
ROOZENDAAL, SUZANNE 1104060169 207P00000X SIGNED DATE	PREMONT EMERGENCY SERVICES MAN 3186 S MARYLAND PKWY LASVEGAS, NV 89109-2317 a. b.	PREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772 a. 1518120971 b.

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Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$463.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA [] PICA []
1 MEDICARE MEDIC-AID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#) [X] (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
c. INSURANCE PLAN NAME OR PROGRAM NAME
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED AUTHORIZED SIGNATURE ON FILE DATE 08/14/17 SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY(LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
17a.
17b.
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
Referral# REF= H/L=
20. OUTSIDE LAB? \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
A. M5412 B. R030 C. F419 D.
E. F. G. H.
I. J. K. L.

Table with 10 columns: A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPSDT Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER SSN EIN
26. PATIENT ACCOUNT NO.
27. ACCEPT ASSIGNMENT
28. TOTAL CHARGE
29. AMOUNT PAID
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
32. SERVICE FACILITY LOCATION INFORMATION
33. BILLING PROVIDER INFO & PH #

000195

000195

1500

Claim TPA ID :
 Claim Total : \$64.00

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER

(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
 a. OTHER INSURED'S POLICY OR GROUP NUMBER
 b. RESERVED FOR NUCC USE
 c. RESERVED FOR NUCC USE
 d. INSURANCE PLAN NAME OR PROGRAM NAME

10. IS PATIENT'S CONDITION RELATED TO
 a. EMPLOYMENT? (Current or Previous) YES NO
 b. AUTO ACCIDENT? YES NO PLACE (State)
 c. OTHER ACCIDENT? YES NO
 10d. CLAIM CODE(S) (Designated by NUCC)

c. INSURANCE PLAN NAME OR PROGRAM NAME
 d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE DATE: 08/26/17

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
 MM DD YY QUAL.
 15. OTHER DATE
 MM DD YY QUAL.

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
 FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
 17a.
 17b.

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
 FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
 Referral#- REF- H/L-

20. OUTSIDE LAB? YES NO \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
 A. R4182 B. I509 C. R7989 D. N289
 E. F. G. H.
 I. J. K. L.

22. RESUBMISSION CODE 1 ORIGINAL REF. NO.
 23. PRIOR AUTHORIZATION NUMBER

1	24 A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #			
	From MM DD YY	To MM DD YY													
1	08	26	17	08	26	17	23		93010		B	64 00	1		1629049945
2															
3															
4															
5															
6															

25. FEDERAL TAX I.D. NUMBER 880262438 SSN EIN

26. PATIENT ACCOUNT NO. [REDACTED] 27. ACCEPT ASSIGNMENT YES NO

28. TOTAL CHARGE \$ 64 00 29. AMOUNT PAID \$
 30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
 MCBRIDE, DANIEL
 1629049945
 207P00000X
 SIGNED DATE

32. SERVICE FACILITY LOCATION INFORMATION
 FREMONT EMERGENCY SERVICES MAN
 3001 ST ROSE PKWY
 HENDERSON, NV 89052-3839
 a. b.

33. BILLING PROVIDER INFO & PH #
 FREMONT EMERGENCY SERVICES MAN
 PO BOX 638972
 CINCINNATI, OH 45263-8972
 (888) 952-6772
 a. 1689013161 b.

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$1,295.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL\NOT YET APPROVED BY N.U.C. 02/12

PICA		PICA
1. MEDICARE	MEDICAID	TRICARE
CHAMPVA	GROUP HEALTH PLAN	FECA BLK LUNG
OTHER		
(Medicare#)	(Medicaid#)	(ID#/Do#)
(Member ID#)	(ID#)	(ID#)
		<input checked="" type="checkbox"/> (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)	
b. RESERVED FOR NUCC USE	<input type="checkbox"/> YES <input type="checkbox"/> NO	
c. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State)	
d. INSURANCE PLAN NAME OR PROGRAM NAME	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	c. OTHER ACCIDENT?	
	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	10d. CLAIM CODES (Designated by NUCC)	c. INSURANCE PLAN NAME OR PROGRAM NAME
		d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
		<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED AUTHORIZED SIGNATURE ON FILE DATE 11/11/17 SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)	15. OTHER DATE	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
MM DD YY QUAL	MM DD YY QUAL	FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. 17b. 17c. 17d. 17e. 17f. 17g. 17h. 17i. 17j. 17k. 17l. 17m. 17n. 17o. 17p. 17q. 17r. 17s. 17t. 17u. 17v. 17w. 17x. 17y. 17z.	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
		FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

Referral# = REF = H/L =

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0

A. E860 B. R1110 C. N289 D. R197

E. _____ F. _____ G. _____ H. _____

I. _____ J. _____ K. _____ L. _____

22. RESUBMISSION CODE 1 ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24 A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
11 11 17	11 11 17	23	99285	A, B, C, D	1,295 00	1			1285898049
2									
3									
4									
5									
6									

25. FEDERAL TAX I.D. NUMBER	SSN EIN	26. PATIENT ACCOUNT NO.	27. ACCEPT ASSIGNMENT	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
880262438	<input type="checkbox"/> <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 1,295 00	\$	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH #
CRAVEN, IAN 1285898049 207P00000X SIGNED _____ DATE _____	PREMONT EMERGENCY SERVICES MAN 3186 S MARYLAND PKWY LASVEGAS, NV 89109-2317	PREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772
	a. _____ b. _____	a. 1518120971 b. _____

000198

000198

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

1500

Claim TPA ID : ██████████
Claim Total : \$883.00

Patient's Acct# : ██████████
Batch Number : ██████████
CCN# : ██████████
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

<input type="checkbox"/> PICA		<input type="checkbox"/> PICA
1. MEDICARE <input type="checkbox"/> (Medicare#)	MEDICAID <input type="checkbox"/> (Medicaid#)	TRICARE <input type="checkbox"/> (ID#/DoD#)
CHAMPVA <input type="checkbox"/> (Member ID#)	GROUP HEALTH PLAN <input type="checkbox"/> (ID#)	FECA BLK LUNG <input type="checkbox"/> (ID#)
		OTHER <input checked="" type="checkbox"/> (ID#)

ZIP CODE 79119	TELEPHONE (Include Area Code)	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO	
b. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input type="checkbox"/> NO	
c. RESERVED FOR NUCC USE	c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)	c. INSURANCE PLAN NAME OR PROGRAM NAME
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.

READ BACK OF FORM BEFORE COMPLETING & SIGNING FORM.

SIGNED AUTHORIZED SIGNATURE ON FILE DATE 12/08/17 SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL	15. OTHER DATE MM DD YY QUAL	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) Referral# REF# H/L#		20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0		22. RESUBMISSION CODE ORIGINAL REF. NO. 1
A. <u>0200</u> B. <u>02341</u> C. <u>R102</u> D. <u>Z3A01</u>		23. PRIOR AUTHORIZATION NUMBER
E. _____ F. _____ G. _____ H. _____		
I. _____ J. _____ K. _____ L. _____		

24 A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPOBT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
1			99284	A, B, C, D	883 00	1			1720375322
2									
3									
4									
5									
6									

25. FEDERAL TAX ID NUMBER 880262438	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT ACCOUNT NO. ██████████	27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE \$ 883 00	29. AMOUNT PAID \$	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) KATZ, JASON 1720375322 207P00000X SIGNED _____ DATE _____		32. SERVICE FACILITY LOCATION INFORMATION PREMONT EMERGENCY SERVICES MAN 3186 S MARYLAND PKWY LASVEGAS, NV 89109-2317 a. _____ b. _____		33. BILLING PROVIDER INFO & PH # PREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772 a. 1518120971 b. _____		

Submitter : 841162764UFE (OPTUMINSIGHT FKA ICS/INGENIX UFE 837 MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$463.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

<input type="checkbox"/> PICA		<input type="checkbox"/> PICA
<input type="checkbox"/> 1. MEDICARE (Medicare#) <input type="checkbox"/> MEDICAID (Medicaid#) <input type="checkbox"/> TRICARE (ID#/DoD#) <input type="checkbox"/> CHAMPVA (Member ID#) <input type="checkbox"/> GROUP HEALTH PLAN (ID#) <input checked="" type="checkbox"/> FECA BLK LUNG (ID#) <input checked="" type="checkbox"/> OTHER (ID#)		

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) a. OTHER INSURED'S POLICY OR GROUP NUMBER b. RESERVED FOR NUCC USE c. RESERVED FOR NUCC USE d. INSURANCE PLAN NAME OR PROGRAM NAME	10. IS PATIENT'S CONDITION RELATED TO a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input type="checkbox"/> NO c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO 10a. CLAIM CODES (Designated by NUCC)	c. INSURANCE PLAN NAME OR PROGRAM NAME d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.
--	---	--

READ BACK OF FORM BEFORE COMPLETING & SIGNING FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below. SIGNED: <u>AUTHORIZED SIGNATURE ON FILE</u> DATE <u>01/01/18</u>	13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNED: <u>AUTHORIZED SIGNATURE ON FILE</u>
---	--

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP) MM DD YY QUAL.	15. OTHER DATE MM DD YY QUAL.	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. 17b.	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) Referral# REF# H/L#	20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0 A. <u>N390</u> B. <u>R030</u> C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____	22. RESUBMISSION CODE ORIGINAL REF. NO. 1 _____

	24 A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES SERVICES OR SUPPLIES (Explain Unusual Circumstances)			E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #					
	From MM DD YY	To MM DD YY				CTH/PCS	MODIFIER												
1	01	01	18	01	01	18	23		99283					A, B	463 00	1			1578786877
2																			
3																			
4																			
5																			
6																			

25. FEDERAL TAX I.D. NUMBER 880262438	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT ACCOUNT NO _____	27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE \$ 463 00	29. AMOUNT PAID \$ _____	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (if certify that the statements on the reverse apply to this bill and are made a part thereof.) ZAHAROFF, NATALIE 1578786877 207P00000X SIGNED _____ DATE _____		32. SERVICE FACILITY LOCATION INFORMATION BR AT THE LAKES 3325 SOUTH FORT APACHE LAS VEGAS, NV 89117-6360 a. 9999999995 b. _____		33. BILLING PROVIDER INFO & PH # FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772 a. 1679550149 b. _____		

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$1,360.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA ELK LUNG OTHER (ID#)



ZIP CODE 89108	TELEPHONE (Include Area Code)
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO: a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input type="checkbox"/> NO c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. INSURED'S DATE OF BIRTH MM DD YY 08 27 74 SEX M <input type="checkbox"/> F <input checked="" type="checkbox"/>
b. RESERVED FOR NUCC USE	b. OTHER CLAIM ID (Designated by NUCC)
c. RESERVED FOR NUCC USE	c. INSURANCE PLAN NAME OR PROGRAM NAME
d. INSURANCE PLAN NAME OR PROGRAM NAME	10d. CLAIM CODES (Designated by NUCC)
d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.	

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 01/04/18

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP); MM DD YY QUAL	15. OTHER DATE MM DD YY QUAL	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. 17b. 17c. 17d. 17e. 17f. 17g. 17h. 17i. 17j. 17k. 17l. 17m. 17n. 17o. 17p. 17q. 17r. 17s. 17t. 17u. 17v. 17w. 17x. 17y. 17z.	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
Referral# = REF# = H/L# =

20. OUTSIDE LAB? YES NO S CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. **0**

A. R102 B. N83201 C. R030 D.
E.
F.
G.
H.
I.
J.
K.
L.

22. RESUBMISSION CODE **1** ORIGINAL REF. NO.
23. PRIOR AUTHORIZATION NUMBER

24 A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. S CHARGES	G. DAYS OR UNITS	H. FSNIT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
From MM DD YY To MM DD YY									
01 04 18 01 04 18	23		99285	A, B, C	1,360 00	1			1720375322

25. FEDERAL TAX I.D. NUMBER 880262438	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT ACCOUNT NO [REDACTED]	27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE \$ 1,360 00	29. AMOUNT PAID \$	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) KATZ, JASON 1720375322 207P00000X SIGNED DATE		32. SERVICE FACILITY LOCATION INFORMATION FREMONT EMERGENCY SERVICES MAN 3100 N TENAYA WAY LASVEGAS, NV 89128-0436		33. BILLING PROVIDER INFO & PH # FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772 a 1366429821 b		

Submitter : 133068979 (MULTIPLAN 837 MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$927.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA										PICA									
1. MEDICARE		MEDICAID		TRICARE		CHAMPVA		GROUP HEALTH PLAN		FECA BLK LUNG		OTHER							
(Medicare#)		(Medicaid#)		(ID#/CoD#)		(Member ID#)		(ID#)		(ID#)		(ID#)		<input checked="" type="checkbox"/>					

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)			10. IS PATIENT'S CONDITION RELATED TO		
a. OTHER INSURED'S POLICY OR GROUP NUMBER			a. EMPLOYMENT? (Current or Previous)		
b. RESERVED FOR NUCC USE			b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO PLACE (State)		
c. RESERVED FOR NUCC USE			c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		
d. INSURANCE PLAN NAME OR PROGRAM NAME			10d. CLAIM CODES (Designated by NUCC)		
			d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.		

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.			13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.		
SIGNED: <u>AUTHORIZED SIGNATURE ON FILE</u> DATE: <u>01/08/18</u>			SIGNED: <u>AUTHORIZED SIGNATURE ON FILE</u>		

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL			15. OTHER DATE MM DD YY QUAL			16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY		
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE			17a. 17b. 17c. 17d. 17e. 17f. 17g. 17h. 17i. 17j. 17k. 17l. 17m. 17n. 17o. 17p. 17q. 17r. 17s. 17t. 17u. 17v. 17w. 17x. 17y. 17z.			18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY		

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) Referral# REF# H/L#			20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO \$ CHARGES		
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Icd: 0 A. <u>K625</u> B. <u>K8590</u> C. <u>I10</u> D. E. F. G. H. I. J. K. L.			22. RESUBMISSION CODE ORIGINAL REF. NO. 1		
23. PRIOR AUTHORIZATION NUMBER					

	24 A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. REFERRING PROVIDER I.D. #
	From MM DD YY	To MM DD YY	YY			CPT/HCPCS	MODIFIER						
1	01	08	18	01	08	18	23	99284	A, B, C	927 00	1		1073933057
2													
3													
4													
5													
6													

25. FEDERAL TAX I.D. NUMBER 880262438		SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT ACCOUNT NO. [REDACTED]		27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 927 00		29. AMOUNT PAID \$		30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) TANG, MICHAEL 1073933057 207P00000X SIGNED DATE				32. SERVICE FACILITY LOCATION INFORMATION FREMONT EMERGENCY SERVICES MAN 3186 S MARYLAND PKWY LASVEGAS, NV 89109-2317				33. BILLING PROVIDER INFO & PH # FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772					
				a		b		a 1518120971		b			

1500

Claim TPA ID :
 Claim Total : \$1,360.00

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER

(Medicare#) (Medicaid#) (ID#/CoD#) (Member ID#) (ID#) (ID#) (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
 a. OTHER INSURED'S POLICY OR GROUP NUMBER
 b. RESERVED FOR NUCC USE
 c. RESERVED FOR NUCC USE
 d. INSURANCE PLAN NAME OR PROGRAM NAME

10. IS PATIENT'S CONDITION RELATED TO:
 a. EMPLOYMENT? (Current or Previous)
 YES NO
 b. AUTO ACCIDENT?
 YES NO PLACE (State)
 c. OTHER ACCIDENT?
 YES NO
 10d. CLAIM CODES (Designated by NUCC)

c. INSURANCE PLAN NAME OR PROGRAM NAME
 d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
 YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE DATE: 01/16/18

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (IMP)?
 MM DD YY QUAL
 01 16 18 QUAL

15. OTHER DATE
 QUAL MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
 FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
 17a.
 17b.

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
 FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
 Referral# REF# H/L#

20. OUTSIDE LAB? YES NO \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
 A. S91301A B. S91302A C. Y9389 D.
 E. F. G. H.
 I. J. K. L.

22. RESUBMISSION CODE 1 ORIGINAL REF. NO.
 23. PRIOR AUTHORIZATION NUMBER

24 A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. PSPD Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
From MM DD YY To MM DD YY			CPT/HCPCS MODIFIER						
01 16 18 01 16 18	23		99285	A, B, C	1,360 00	1			1326294844

25. FEDERAL TAX I.D. NUMBER 880262438 SSN EIN

26. PATIENT ACCOUNT NO. [REDACTED] 27. ACCEPT ASSIGNMENT YES NO

28. TOTAL CHARGE \$ 1,360 00 29. AMOUNT PAID \$
 30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
 INGLISH, DANIEL
 1326294844
 207P00000X
 SIGNED DATE

32. SERVICE FACILITY LOCATION INFORMATION
 PREMONT EMERGENCY SERVICES MAN
 3186 S MARYLAND PKWY
 LASVEGAS, NV 89109-2317
 a. b.

33. BILLING PROVIDER INFO & PH #
 PREMONT EMERGENCY SERVICES MAN
 PO BOX 638972
 CINCINNATI, OH 45263-8972
 (888) 952-6772
 a. 1518120971 b.

Submitter : 383384800 (HOVS MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$1,360.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA [] MEDICARE [] MEDICAID [] TRICARE [] CHAMPVA [] GROUP HEALTH PLAN [] FECA BLK LUNG [] OTHER [X] (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
 10. IS PATIENT'S CONDITION RELATED TO
 a. EMPLOYMENT? (Current or Previous)
 b. AUTO ACCIDENT?
 c. OTHER ACCIDENT?
 d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim.

SIGNED AUTHORIZED SIGNATURE ON FILE DATE 01/19/18
 SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
 15. OTHER DATE
 16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
 17a.
 17b.
 18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
 Referral# = REF = HIL =
 20. OUTSIDE LAB? \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
 A. R531 B. R001 C. I452 D. I10
 E. F. G. H.
 I. J. K. L.
 22. RESUBMISSION CODE ORIGINAL REF. NO. 1
 23. PRIOR AUTHORIZATION NUMBER

Table with 10 columns: A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES SERVICES OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. FSDT Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER 880262438
 26. PATIENT ACCOUNT NO.
 27. ACCEPT ASSIGNMENT [X] YES [] NO
 28. TOTAL CHARGE \$ 1,360.00
 29. AMOUNT PAID \$ 1,324.87
 30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
 32. SERVICE FACILITY LOCATION INFORMATION
 33. BILLING PROVIDER INFO & PH #

000204

000204

Submitter : 752297429-10144 (UHC 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$1,360.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

Form with multiple sections: 1. MEDICARE/MEDICAID/TRICARE/CHAMPVA/OTHER; 9. OTHER INSURED'S NAME; 10. IS PATIENT'S CONDITION RELATED TO; 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE; 14. DATE OF CURRENT ILLNESS; 15. OTHER DATE; 16. DATES PATIENT UNABLE TO WORK; 17. NAME OF REFERRING PROVIDER; 18. HOSPITALIZATION DATES; 19. ADDITIONAL CLAIM INFORMATION; 20. OUTSIDE LAB?; 21. DIAGNOSIS OR NATURE OF ILLNESS; 22. RESUBMISSION CODE; 23. PRIOR AUTHORIZATION NUMBER; 24. DATES OF SERVICE; 25. FEDERAL TAX I.D. NUMBER; 26. PATIENT ACCOUNT NO; 27. ACCEPT ASSIGNMENT; 28. TOTAL CHARGE; 29. AMOUNT PAID; 30. Rsvd for NUCC Use; 31. SIGNATURE OF PHYSICIAN OR SUPPLIER; 32. SERVICE FACILITY LOCATION INFORMATION; 33. BILLING PROVIDER INFO & PH #.

000205

000205

1500

Claim TPA ID : [REDACTED]
Claim Total : \$929.00

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA [] PICA []
1. MEDICARE [] MEDICAID [] TRICARE [] CHAMPVA [] GROUP HEALTH PLAN [] FECA BLK LUNG [] OTHER [X] (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
a. INSURED'S DATE OF BIRTH MM DD YY SEX M [] F []
b. OTHER CLAIM ID(Designated by NUCC)
c. INSURANCE PLAN NAME OR PROGRAM NAME
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
[] YES [] NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 01/26/18
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY(LMP) MM DD YY QUAL
15. OTHER DATE MM DD YY QUAL
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. 17b.
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
Referral# REF# H/L#
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
A. S61217A B. Z23 C. W228XXA D.
E. F. G. H.
i. j. k. l.

Table with 6 rows and 10 columns: 24 A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES OR SUPPLIES (CPT/HCPCS), E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPST Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER 880262438 SSN EIN [] [X]
26. PATIENT ACCOUNT NO. [REDACTED]
27. ACCEPT ASSIGNMENT [X] YES [] NO
28. TOTAL CHARGE \$ 929 00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
NEVAREZ, CHRISTOPHER
1972690592
207P00000X
SIGNED DATE
32. SERVICE FACILITY LOCATION INFORMATION
FREMONT EMERGENCY SERVICES MAN
3186 S MARYLAND PKWY
LASVEGAS, NV 89109-2317
33. BILLING PROVIDER INFO & PH #
FREMONT EMERGENCY SERVICES MAN
PO BOX 638972
CINCINNATI, OH 45263-8972
(888) 952-6772
a. 1518120971 b.

1500

Claim TPA ID : [REDACTED]
Claim Total : \$1,360.00

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA []
1. MEDICARE [] (Medicare#)
2. MEDICAID [] (Medicaid#)
3. TRICARE [] (ID#/DoD#)
4. CHAMPVA [] (Member ID#)
5. GROUP HEALTH PLAN [] (ID#)
6. FECA BLK LUNG [] (ID#)
7. OTHER [X] (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
a. INSURED'S DATE OF BIRTH
SEX
b. OTHER CLAIM ID(Designated by NUCC)
c. INSURANCE PLAN NAME OR PROGRAM NAME
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 02/22/18
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY(LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
17a.
17b.
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
20. OUTSIDE LAB? \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Mod. 0
A. R1011 B. K8050 C. E6601 D.
E. F. G. H.
I. J. K. L.
22. RESUBMISSION CODE ORIGINAL REF. NO.
23. PRIOR AUTHORIZATION NUMBER

Table with 6 rows and 10 columns: 24 A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPISODE Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER SSN EIN
26. PATIENT ACCOUNT NO.
27. ACCEPT ASSIGNMENT
28. TOTAL CHARGE
29. AMOUNT PAID
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
32. SERVICE FACILITY LOCATION INFORMATION
33. BILLING PROVIDER INFO & PH #

000207

702000

Submitter : COBA (MEDICARE COBA MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$1,360.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number :

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA						PICA					
1. MEDICARE	MEDICAID	TRICARE	CHAMPVA	GROUP HEALTH PLAN	FECA BLK LUNG	OTHER					
(Medicare#)	(Medicaid#)	(ID#/CoD#)	(Member ID#)	(ID#)	(ID#)	(ID#)					

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)
b. RESERVED FOR NUCC USE	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State)
d. INSURANCE PLAN NAME OR PROGRAM NAME	<input type="checkbox"/> YES <input type="checkbox"/> NO
	c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO
	10d. CLAIM CODES (Designated by NUCC)
	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.

SIGNED AUTHORIZED SIGNATURE ON FILE DATE 03/23/18

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)	15. OTHER DATE	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
MM DD YY QUAL	MM DD YY QUAL	FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. 17b. 17c. 17d. 17e. 17f. 17g. 17h. 17i. 17j. 17k. 17l. 17m. 17n. 17o. 17p. 17q. 17r. 17s. 17t. 17u. 17v. 17w. 17x. 17y. 17z.	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
		FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

Referral# REF# H/L#

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0	22. RESUBMISSION CODE ORIGINAL REF. NO.
A. <u>R0789</u> B. <u>I2510</u> C. <u>E876</u> D. <u>R000</u>	1
E. <u></u> F. <u></u> G. <u></u> H. <u></u>	
I. <u></u> J. <u></u> K. <u></u> L. <u></u>	

1	24 A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPBDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #		
	From MM DD YY	To MM DD YY				CPT/HCPCS	MODIFIER								
1	03	23	18	03	23	18	23		99285	GC	A, B, C, D	1,360.00	1		1336574250
2															
3															
4															
5															
6															

25. FEDERAL TAX I.D. NUMBER	SSN EIN	26. PATIENT ACCOUNT NO.	27. ACCEPT ASSIGNMENT	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
880262438	<input type="checkbox"/> <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 1,360.00	\$	

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)	32. SERVICE FACILITY LOCATION INFORMATION	33. BILLING PROVIDER INFO & PH #
WRIGHT, BROOKS E 1336574250	MOUNTAIN VIEW HOSPITAL 3100 N TENAYA WAY LAS VEGAS, NV 89128-0436	FREMOT EMER SVC MANDAVIA LTD PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772
SIGNED DATE	a. 1104870187 b.	a. 1366429821 b.

1500

Claim TPA ID : [REDACTED]
 Claim Total : \$1,404.00

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

Patient's Acct# : [REDACTED]
 Batch Number : [REDACTED]
 CCN# : [REDACTED]
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER

(Medicare#) (Medicaid#) (ID#DoD#) (Member ID#) (ID#) (ID#)



9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial) _____

10. IS PATIENT'S CONDITION RELATED TO

a. EMPLOYMENT? (Current or Previous) YES NO

b. AUTO ACCIDENT? YES NO PLACE (State) _____

c. OTHER ACCIDENT? YES NO

a. OTHER INSURED'S POLICY OR GROUP NUMBER _____

b. RESERVED FOR NUCC USE _____

c. RESERVED FOR NUCC USE _____

d. INSURANCE PLAN NAME OR PROGRAM NAME _____

10d. CLAIM CODE(S) (Designated by NUCC) _____

c. INSURANCE PLAN NAME OR PROGRAM NAME _____

d. IS THERE ANOTHER HEALTH BENEFIT PLAN? YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.

SIGNED: AUTHORIZED SIGNATURE ON FILE DATE: 03/31/18

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP) _____ QUAL _____

15. OTHER DATE _____ MM DD YY _____ QUAL _____

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE _____

17a. _____

17b. _____

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

Referral#- REF- H/L- _____

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ird. 0

A. F10129 B. R4182 C. R739 D. _____

E. _____ F. _____ G. _____ H. _____

I. _____ J. _____ K. _____ L. _____

20. OUTSIDE LAB? YES NO \$ CHARGES _____

22. RESUBMISSION CODE 1 ORIGINAL REF. NO. _____

23. PRIOR AUTHORIZATION NUMBER _____

	24 A. DATES OF SERVICE						B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EXIST Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
	From MM DD YY	To MM DD YY	MM	DD	YY	MM									
1	03	31	18	03	31	18	23		99285	A, B, C	1,360 00	1			1063462364
2	03	31	18	03	31	18	23		99053	A, B, C	44 00	1			1063462364
3															
4															
5															
6															

25. FEDERAL TAX I.D. NUMBER 880262438 SSN EIN

26. PATIENT ACCOUNT NO. [REDACTED]

27. ACCEPT ASSIGNMENT YES NO

28. TOTAL CHARGE \$ 1,404 00

29. AMOUNT PAID \$ _____

30. Rsvd for NUCC Use _____

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

LOVINGER, AARON
 1063462364
 207P00000X
 SIGNED _____ DATE _____

32. SERVICE FACILITY LOCATION INFORMATION

FREMONT EMERGENCY SERVICES MAN
 3186 S MARYLAND PKWY
 LASVEGAS, NV 89109-2317

33. BILLING PROVIDER INFO & PH #

FREMONT EMERGENCY SERVICES MAN
 PO BOX 638972
 CINCINNATI, OH 45263-8972
 (888) 952-6772

a. 1518120971 b. _____

000209

000209

1500

Claim TPA ID :
 Claim Total : \$1,956.00

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA		PICA	
1. MEDICARE (Medicare#)	MEDICAID (Medicaid#)	TRICARE (ID#/DoD#)	CHAMPVA (Member ID#)
GROUP HEALTH PLAN (ID#)		FECA BLK/LUNG (ID#)	
OTHER (ID#)		<input checked="" type="checkbox"/>	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? PLACE (State) <input type="checkbox"/> YES <input type="checkbox"/> NO	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
d. INSURANCE PLAN NAME OR PROGRAM NAME		10d. CLAIM CODES (Designated by NUCC)	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.	
SIGNED: AUTHORIZED SIGNATURE ON FILE DATE: 04/26/18		SIGNED: AUTHORIZED SIGNATURE ON FILE	
14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP) MM DD YY QUAL.		15. OTHER DATE QUAL. MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) Referral# REF= H/L=		20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0		22. RESUBMISSION CODE ORIGINAL REF. NO.	
A K0889 B K047 C L03211 D R030		1	
E F G H		23. PRIOR AUTHORIZATION NUMBER	
I J K L		F. \$ CHARGES	
24A. DATES OF SERVICE From MM DD YY To MM DD YY		G. DAYS OR UNITS	
B. PLACE OF SERVICE		H. RSDT Family Plan	
C. EMG		I. I.D. QUAL.	
D. PROCEDURES, SERVICES OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER		J. RENDERING PROVIDER I.D. #	
1 04 26 18 04 26 18 23 99284 25 A, B, C, D		927 00 1 1558599050	
2 04 26 18 04 26 18 23 40800 B		1,029 00 1 1558599050	
3			
4			
5			
6			
25. FEDERAL TAX ID NUMBER SSN EIN		26. PATIENT ACCOUNT NO.	
880262438 <input type="checkbox"/> <input checked="" type="checkbox"/>			
27. ACCEPT ASSIGNMENT		28. TOTAL CHARGE	
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		\$ 1,956 00	
29. AMOUNT PAID		30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)		32. SERVICE FACILITY LOCATION INFORMATION	
FRANCHHELL, NATHAN 1558599050 207P00000X SIGNED DATE		FREMONT EMERGENCY SERVICES MAN 3001 ST ROSE PKWY HENDERSON, NV 89052-3839	
		33. BILLING PROVIDER INFO & PH #	
		FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772	
		a. 1689013161 b.	

000210

000210

1500 Claim TPA ID : [REDACTED]
 Claim Total : \$927.00

Submitter : 201736437 (FIRST HEALTH/CCN ROUTED 837 MEDICAL)

Patient's Acct# : [REDACTED]
 Batch Number : [REDACTED]
 CCN# : [REDACTED]
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

<input type="checkbox"/> PICA		<input type="checkbox"/> PICA
1. MEDICARE <input type="checkbox"/> (Medicare#)	MEDICAID <input type="checkbox"/> (Medicaid#)	TRICARE <input type="checkbox"/> (ID#/DoD#)
CHAMPVA <input type="checkbox"/> (Member ID#)	GROUP HEALTH PLAN <input type="checkbox"/> (ID#)	FECA BLK LUNG <input type="checkbox"/> (ID#)
		OTHER <input checked="" type="checkbox"/> (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO	
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)	
b. RESERVED FOR NUCC USE	<input type="checkbox"/> YES <input type="checkbox"/> NO	
c. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State)	
d. INSURANCE PLAN NAME OR PROGRAM NAME	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	c. OTHER ACCIDENT?	
	<input type="checkbox"/> YES <input type="checkbox"/> NO	
	10d. CLAIM CODES (Designated by NUCC)	c. INSURANCE PLAN NAME OR PROGRAM NAME
		d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
		<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.

SIGNED: AUTHORIZED SIGNATURE ON FILE DATE: 05/16/18

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP) MM DD YY <u>05 16 18</u> QUAL.	15. OTHER DATE QUAL. MM DD YY	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. <input type="checkbox"/> YES <input type="checkbox"/> NO	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY
17b. <input type="checkbox"/> YES <input type="checkbox"/> NO	20. OUTSIDE LAB ¹ \$ CHARGES	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	Referral# REF# H/L#	<input type="checkbox"/> YES <input type="checkbox"/> NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. <u>0</u>				22. RESUBMISSION CODE ORIGINAL REF. NO.	
A. <u>S32511A</u>	B. <u>R262</u>	C. <u>W0110XA</u>	D. _____	1	
E. _____	F. _____	G. _____	H. _____	23. PRIOR AUTHORIZATION NUMBER	
I. _____	J. _____	K. _____	L. _____		

1	24. A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #	
	From MM DD YY	To MM DD YY	MM DD YY										
1	05	16	18	05	16	18	23	99284	A, B, C	927 00	1		1194131854
2													
3													
4													
5													
6													

25. FEDERAL TAX I.D. NUMBER <u>880262438</u>	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT ACCOUNT NO. [REDACTED]	27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE \$ <u>927 00</u>	29. AMOUNT PAID \$	30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) <u>LIN, CHARLES</u> <u>1194131854</u> <u>207P00000X</u> SIGNED DATE		32. SERVICE FACILITY LOCATION INFORMATION <u>FREMONT EMERGENCY SERVICES MAN</u> <u>3186 S MARYLAND PKWY</u> <u>LASVEGAS, NV 89109-2317</u> a. b.		33. BILLING PROVIDER INFO & PH # <u>FREMONT EMERGENCY SERVICES MAN</u> <u>PO BOX 638972</u> <u>CINCINNATI, OH 45263-8972</u> <u>(888) 952-6772</u> a. <u>1518120971</u> b.		

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$927.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial); 10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
a. INSURED'S DATE OF BIRTH
b. OTHER CLAIM ID#(Designated by NUCC)
c. INSURANCE PLAN NAME OR PROGRAM NAME
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY(LMP); 15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE; 18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC); 20. OUTSIDE LAB? \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
A. S80211A B. S80212A C. M542 D. R1011

Table with 10 columns: A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPST/ Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER; 26. PATIENT ACCOUNT NO.; 27. ACCEPT ASSIGNMENT; 28. TOTAL CHARGE; 29. AMOUNT PAID; 30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS; 32. SERVICE FACILITY LOCATION INFORMATION; 33. BILLING PROVIDER INFO & PH #

000212

000212

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$1,803.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#)



9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial); 10. IS PATIENT'S CONDITION RELATED TO
a. OTHER INSURED'S POLICY OR GROUP NUMBER a. EMPLOYMENT? (Current or Previous)
b. RESERVED FOR NUCC USE b. AUTO ACCIDENT? YES NO PLACE (State)
c. RESERVED FOR NUCC USE c. OTHER ACCIDENT? YES NO
d. INSURANCE PLAN NAME OR PROGRAM NAME 10a. CLAIM CODES (Designated by NUCC)

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 07/15/18

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP); 15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
20. OUTSIDE LAB? \$ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
A. S098XXA B. S0101XA C. R55 D. R030

Table with 10 columns: 24 A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPST Family Plan, I. ID QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER 880262438
26. PATIENT ACCOUNT NO. [REDACTED]
27. ACCEPT ASSIGNMENT [X] YES [] NO
28. TOTAL CHARGE \$ 1,803.00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
CLARK, RUSSELL
1790787497
207P00000X
32. SERVICE FACILITY LOCATION INFORMATION
FREMONT EMERGENCY SERVICES MAN
3186 S MARYLAND PKWY
LASVEGAS, NV 89109-2317
33. BILLING PROVIDER INFO & PH #
FREMONT EMERGENCY SERVICES MAN
PO BOX 638972
CINCINNATI, OH 45263-8972
(888) 952-6772

000213

000213

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$927.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

Insurance type selection: PICA, MEDICARE, MEDICAID, TRICARE, CHAMPVA, GROUP HEALTH PLAN, FECA BLK LUNG, OTHER. Includes checkboxes for each type and corresponding ID fields.

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
11. INSURED'S DATE OF BIRTH
SEX
12. OTHER CLAIM ID# (Designated by NUCC)
13. INSURANCE PLAN NAME OR PROGRAM NAME
14. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED: AUTHORIZED SIGNATURE ON FILE DATE 07/25/18

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
20. OUTSIDE LAB? \$ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind 0
A. R1031 B. E860 C. N390

22. RESUBMISSION CODE 1 ORIGINAL REF. NO.
23. PRIOR AUTHORIZATION NUMBER

Table with 6 rows and 10 columns: 24 A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPST Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER 880262438
26. PATIENT ACCOUNT NO. [REDACTED]
27. ACCEPT ASSIGNMENT [X] YES [] NO
28. TOTAL CHARGE \$ 927.00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
32. SERVICE FACILITY LOCATION INFORMATION
33. BILLING PROVIDER INFO & PH #

000214

000214

Submitter : 841162764UFE (OPTUMINSIGHT FKA ICS/INGENIX UFE 837 MEDICAL)

1500 Claim TPA ID : [REDACTED]
 Claim Total : \$1,353.00

Patient's Acct# : [REDACTED]
 Batch Number : [REDACTED]
 CCN# : [REDACTED]
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA		PICA	
1. MEDICARE	MEDICAID	TRICARE	CHAMPVA
GROUP HEALTH PLAN	FECA BLK LUNG	OTHER	
(Medicare#)	(Medicaid#)	(ID#/DoD#)	(Member ID#)
			(ID#) <input checked="" type="checkbox"/>



9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)
b. RESERVED FOR NUCC USE	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO PLACE (State)
4. INSURANCE PLAN NAME OR PROGRAM NAME	c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO
	c. INSURANCE PLAN NAME OR PROGRAM NAME
	d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
	<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
 SIGNED AUTHORIZED SIGNATURE ON FILE DATE 01/01/19

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
 SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)	15. OTHER DATE	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
MM DD YY QUAL	MM DD YY QUAL	FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. <input type="checkbox"/> YES <input type="checkbox"/> NO	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
	17b. <input type="checkbox"/> YES <input type="checkbox"/> NO	FROM MM DD YY TO MM DD YY
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? \$ CHARGES	22. RESUBMISSION CODE ORIGINAL REF. NO.
Referral# REF# H/L#	<input type="checkbox"/> YES <input type="checkbox"/> NO	1
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below 24E)	ICD Icd 0	23. PRIOR AUTHORIZATION NUMBER
A. <u>R002</u> B. C. D. E. F. G. H. I. J. K. L.		

24 A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMC	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
01 01 19 01 01 19	23		99285	A	1,353 00	1			1588653125
1									
2									
3									
4									
5									
6									

25. FEDERAL TAX ID NUMBER	SSN EIN	26. PATIENT ACCOUNT NO.	27. ACCEPT ASSIGNMENT	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rsvd for NUCC Use
880262438	<input type="checkbox"/> <input checked="" type="checkbox"/>	[REDACTED]	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 1,353 00	\$	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)		32. SERVICE FACILITY LOCATION INFORMATION		33. BILLING PROVIDER INFO & PH #		
SPENCE, ROBERT 1588653125 207P00000X SIGNED DATE		ER AT ALIANTE 7207 N ALIANTE PKWY LAS VEGAS, NV 89084-2502 a. 9999999995 b.		FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772 a. 1316488141 b.		

Submitter : 611358935 (ZIRMED 837 MEDICAL VIA OPTUMINSIGHT)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$530.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#)



9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
a. INSURED'S DATE OF BIRTH
SEX
b. OTHER CLAIM ID: (Designated by NUCC)
c. INSURANCE PLAN NAME OR PROGRAM NAME
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED: AUTHORIZED SIGNATURE ON FILE DATE 01/02/19
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
17a.
17b.
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
FROM TO

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
Referral# REF# HL#
20. OUTSIDE LAB? \$ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0
A. J069 B. R05 C. D.
E. F. G. H.
I. J. K. L.

Table with 6 rows and 10 columns: 24 A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPSDT Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER 880262438
26. PATIENT ACCOUNT NO. [REDACTED]
27. ACCEPT ASSIGNMENT [X] YES [] NO
28. TOTAL CHARGE \$ 530.00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
WRIGHT, BROOKS
1336574250
207P00000X
SIGNED DATE
32. SERVICE FACILITY LOCATION INFORMATION
MOUNTAIN VIEW HOSPITAL
3100 N TENAYA WAY
LAS VEGAS, NV 89128-0436
a. 1104870187 b.
33. BILLING PROVIDER INFO & PH #
FREMONT EMERGENCY SERVICES MAN
PO BOX 638972
CINCINNATI, OH 45263-8972
(888) 952-6772
a. 1366429821 b.

000216

000216

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

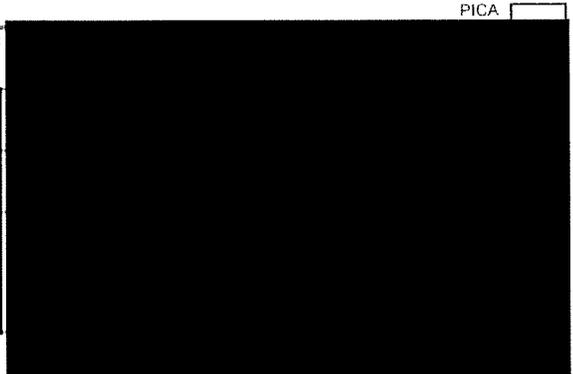
Claim TPA ID : [REDACTED]
Claim Total : \$927.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

Insurance type selection: MEDICARE, MEDICAID, TRICARE, CHAMPVA, GROUP HEALTH PLAN, FECA BLK LUNG, OTHER. Includes checkboxes for each type and corresponding ID# fields.



9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
a. INSURED'S DATE OF BIRTH
b. OTHER CLAIM ID(Designated by NUCC)
c. INSURANCE PLAN NAME OR PROGRAM NAME
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED: AUTHORIZED SIGNATURE ON FILE DATE 01/12/19
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY(LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
20. OUTSIDE LAB? \$ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
A. R509 B. J09X2 C. J3489
22. RESUBMISSION CODE 1 ORIGINAL REF. NO.
23. PRIOR AUTHORIZATION NUMBER

Table with 10 columns: A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OP UNITS, H. EPOSD Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #. Row 1 contains data: 01/12/19 to 01/12/19, 23, 99284, A, B, C, 927.00, 1, 1508055765.

25. FEDERAL TAX I.D. NUMBER 880262438
26. PATIENT ACCOUNT NO. [REDACTED]
27. ACCEPT ASSIGNMENT [X] YES [] NO
28. TOTAL CHARGE \$ 927.00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (if certify that the statements on the reverse apply to this bill and are made a part thereof.)
RUSHTON, JOHN
1508055765
207P00000X
SIGNED DATE
32. SERVICE FACILITY LOCATION INFORMATION
PREMONT EMERGENCY SERVICES MAN
3100 N TENAYA WAY
LAS VEGAS, NV 89128-0436
33. BILLING PROVIDER INFO & PH #
PREMONT EMERGENCY SERVICES MAN
PO BOX 638972
CINCINNATI, OH 45263-8972
(888) 952-6772
a. 1366429821 b.

000217

000217

Submitter : COBA (MEDICARE COBA MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$1,360.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : [REDACTED]

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA [] PICA []
1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT? PLACE (State)
c. OTHER ACCIDENT?
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 01/14/19
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY(LMP); QUAL.
15. OTHER DATE QUAL.
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
17a.
17b.
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
FROM TO

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
Referral# REF# H/L#
20. OUTSIDE LAB? \$ CHARGES
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below(24E)) ICD Ind. 0
A. I2699 B. E1165 C. J90
E. F. G. H.
I. J. K. L.

Table with 10 columns: A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPSDT Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #
Row 1: 01 14 19 01 14 19 23 99285 A, B, C 1,360.00 1 1811395718

25. FEDERAL TAX I.D. NUMBER 880262438
26. PATIENT ACCOUNT NO [REDACTED]
27. ACCEPT ASSIGNMENT [X] YES [] NO
28. TOTAL CHARGE \$ 1,360.00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
FORSMAN, ROBYN R
1811395718
32. SERVICE FACILITY LOCATION INFORMATION
SUNRISE HOSPITAL AND MEDICAL C
3186 S MARYLAND PKWY
LAS VEGAS, NV 89109-2317
33. BILLING PROVIDER INFO & PH #
FREMONT EMERGENCY SERVICES
PO BOX 638972
CINCINNATI, OH 45263-8972
(888) 952-6772

000218

000218

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$1,360.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
(Medicare#) (Medicaid#) (ID#/CoD#) (Member ID#) (ID#) (ID#) (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
a. INSURED'S DATE OF BIRTH
b. OTHER CLAIM ID (Designated by NUCC)
c. INSURANCE PLAN NAME OR PROGRAM NAME
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 02/25/19

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
17a.
17b.
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
18. OUTSIDE LAB? \$ CHARGES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
20. RESUBMISSION CODE ORIGINAL REF. NO.
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (24E)) ICD Ind. 0
A. R569 B. R4182
E. F. G. H. I. J. K. L.

Table with 10 columns: 24 A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPST Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER 880262438
26. PATIENT ACCOUNT NO. [REDACTED]
27. ACCEPT ASSIGNMENT [X] YES [] NO
28. TOTAL CHARGE \$ 1,360.00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
FLORES, PATRICK
1104087287
207P00000X
32. SERVICE FACILITY LOCATION INFORMATION
FREMONT EMERGENCY SERVICES MAN
3186 S MARYLAND PKWY
LAS VEGAS, NV 89109-2317
33. BILLING PROVIDER INFO & PH #
FREMONT EMERGENCY SERVICES MAN
PO BOX 638972
CINCINNATI, OH 45263-8972
(888) 952-6772

000219

000219

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500 Claim TPA ID : [REDACTED]
 Claim Total : \$1,360.00

Patient's Acct# : [REDACTED]
 Batch Number : [REDACTED]
 CCN# : [REDACTED]
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA		PICA	
1. MEDICARE	MEDICAID	TRICARE	CHAMPVA
<input type="checkbox"/> (Medicare#)	<input type="checkbox"/> (Medicaid#)	<input type="checkbox"/> (ID#/DoD#)	<input type="checkbox"/> (Member ID#)
GROUP HEALTH PLAN		FECA BLK LUNG	OTHER
<input type="checkbox"/> (ID#)		<input type="checkbox"/> (ID#)	<input checked="" type="checkbox"/> (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO:
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)
b. RESERVED FOR NUCC USE	<input type="checkbox"/> YES <input type="checkbox"/> NO
c. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO PLACE (State) _____
d. INSURANCE PLAN NAME OR PROGRAM NAME	c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO
	10d. CLAIM CODES (Designated by NUCC)
	d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE DATE 03/04/19

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP): MM DD YY QUAL _____	15. OTHER DATE MM DD YY QUAL _____	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a. _____ 17b. _____	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC) Referral# = _____ REF = _____ H/L = _____	20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO \$ CHARGES _____	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to services line below (24E)) ICD Ind <u>0</u>	22. RESUBMISSION CODE <u>1</u> ORIGINAL REF. NO. _____	
A. <u>R0602</u> B. <u>R1900</u> C. <u>D649</u> D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____	23. PRIOR AUTHORIZATION NUMBER _____	

24 A.	DATES OF SERVICE			B.	C.	D. PROCEDURES, SERVICES OR SUPPLIES (Explain Unusual Circumstances)	E.	F.	G.	H.	I.	J.
	From	To	BLADE OF SERVICE									
MM DD YY	MM DD YY											
1	03 04 19	03 04 19	23			99285	A, B, C	1,360 00	1			1235431388
2												
3												
4												
5												
6												

25. FEDERAL TAX I.D. NUMBER <u>880262438</u>	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT ACCOUNT NO [REDACTED]	27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE \$ <u>1,360 00</u>	29. AMOUNT PAID \$ _____	30. Rsv'd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) <u>GOMEZ, ADRIAN</u> <u>1235431388</u> <u>207P00000X</u> SIGNED _____ DATE _____		32. SERVICE FACILITY LOCATION INFORMATION <u>PREMONT EMERGENCY SERVICES MAN</u> <u>3100 N TENAYA WAY</u> <u>LAS VEGAS, NV 89128-0436</u>		33. BILLING PROVIDER INFO & PH # <u>PREMONT EMERGENCY SERVICES MAN</u> <u>PO BOX 638972</u> <u>CINCINNATI, OH 45263-8972</u> <u>(888) 952-6772</u> a. <u>1366429821</u> b. _____		

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500 Claim TPA ID :
 Claim Total : \$1,360.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA										PICA									
1. MEDICARE		MEDICAID		TRICARE		CHAMPVA		GROUP HEALTH PLAN		FECA BLK LUNG		OTHER							
<input type="checkbox"/> (Medicare#)		<input type="checkbox"/> (Medicaid#)		<input type="checkbox"/> (ID#/DoD#)		<input type="checkbox"/> (Member ID#)		<input type="checkbox"/> (ID#)		<input type="checkbox"/> (ID#)		<input checked="" type="checkbox"/> (ID#)							

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)			10. IS PATIENT'S CONDITION RELATED TO		
a. OTHER INSURED'S POLICY OR GROUP NUMBER			a. EMPLOYMENT? (Current or Previous)		
b. RESERVED FOR NUCC USE			<input type="checkbox"/> YES <input type="checkbox"/> NO		
c. RESERVED FOR NUCC USE			b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		
d. INSURANCE PLAN NAME OR PROGRAM NAME			c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		
			PLACE (State) <input type="checkbox"/>		
			c. INSURANCE PLAN NAME OR PROGRAM NAME		
			10d. CLAIM CODES (Designated by NUCC)		
			d. IS THERE ANOTHER HEALTH BENEFIT PLAN?		
			<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.		

READ BACK OF FORM BEFORE COMPLETING & SIGNING FORM 12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.	
SIGNED <u>AUTHORIZED SIGNATURE ON FILE</u> DATE <u>03/05/19</u>		SIGNED <u>AUTHORIZED SIGNATURE ON FILE</u>	

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)		15. OTHER DATE		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION	
MM DD YY QUAL		MM DD YY QUAL		FROM MM DD YY TO MM DD YY	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		17a. <input type="checkbox"/>		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES	
		17b. <input type="checkbox"/>		FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? <input type="checkbox"/> YES <input type="checkbox"/> NO		\$ CHARGES	
Referral#		REF#		H/L#	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E)		ICD Ind. <u>0</u>		22. RESUBMISSION CODE <u>1</u> ORIGINAL REF. NO.	
A. <u>K5900</u> B. <u>R339</u> C. <u>N390</u> D. <u></u>				23. PRIOR AUTHORIZATION NUMBER	
E. <u></u> F. <u></u> G. <u></u> H. <u></u>					
I. <u></u> J. <u></u> K. <u></u> L. <u></u>					

1	24 A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPST/Partly Paid	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
	From MM DD YY	To MM DD YY										
1	03	05	19	03	05	19	23	99285	A, B, C	1,360.00	1	1548425259
2												
3												
4												
5												
6												

25. FEDERAL TAX I.D. NUMBER <u>880262438</u>		SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>		26. PATIENT ACCOUNT NO. <u>[REDACTED]</u>		27. ACCEPT ASSIGNMENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ <u>1,360.00</u>		29. AMOUNT PAID \$		30. Rsvd for NUCC Use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.) CHAN, STEPHANIE 1548425259 207P00000X SIGNED _____ DATE _____				32. SERVICE FACILITY LOCATION INFORMATION FREMONT EMERGENCY SERVICES MAN 9300 W SUNSET RD LAS VEGAS, NV 89148-4844				33. BILLING PROVIDER INFO & PH # FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772					
				a. <u>1679550149</u>		b. <u></u>							

000221

000221

Submitter : 841162764 (OPTUMINSIGHT FKA ICS/INGENIX 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$1,360.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#) (ID#)



9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
a. INSURED'S DATE OF BIRTH
SEX
b. OTHER CLAIM ID#(Designated by NUCC)
c. INSURANCE PLAN NAME OR PROGRAM NAME
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 03/06/19
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY(LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
17a.
17b.
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
20. OUTSIDE LAB? \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below(24E)) ICD Ind. 0
A. R1011 B. R1013 C. D.
E. F. G. H.
I. J. K. L.

Table with 6 rows and 10 columns: 24 A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPST Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER 880262438
26. PATIENT ACCOUNT NO. [REDACTED]
27. ACCEPT ASSIGNMENT [X] YES [] NO
28. TOTAL CHARGE \$ 1,360.00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
DUNAGAN, CLARENCE
1972505675
207P00000X
32. SERVICE FACILITY LOCATION INFORMATION
MOUNTAIN VIEW HOSPITAL
3100 N TENAYA WAY
LAS VEGAS, NV 89128-0436
33. BILLING PROVIDER INFO & PH #
FREMONT EMERGENCY SERVICES MAN
PO BOX 638972
CINCINNATI, OH 45263-8972
(888) 952-6772

000222

000222

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$1,337.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

<input type="checkbox"/> PICA							
1. MEDICARE	MEDICAID	TRICARE	CHAMPVA	GROUP HEALTH PLAN	FECA BLK LUNG	OTHER	
(Medicare#)	(Medicaid#)	(ID#/DoD#)	(Member ID#)	(ID#)	(ID#)	<input checked="" type="checkbox"/> (ID#)	

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)	10. IS PATIENT'S CONDITION RELATED TO	a. INSURED'S DATE OF BIRTH	SEX
a. OTHER INSURED'S POLICY OR GROUP NUMBER	a. EMPLOYMENT? (Current or Previous)	MM DD YY	M <input type="checkbox"/> F <input type="checkbox"/>
b. RESERVED FOR NUCC USE	<input type="checkbox"/> YES <input type="checkbox"/> NO	b. OTHER CLAIM ID# (Designated by NUCC)	
c. RESERVED FOR NUCC USE	b. AUTO ACCIDENT? PLACE (State)	c. INSURANCE PLAN NAME OR PROGRAM NAME	
d. INSURANCE PLAN NAME OR PROGRAM NAME	<input type="checkbox"/> YES <input type="checkbox"/> NO	d. IS THERE ANOTHER HEALTH BENEFIT PLAN?	
	c. OTHER ACCIDENT? PLACE (State)	<input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.	
	<input type="checkbox"/> YES <input type="checkbox"/> NO		
	10d. CLAIM CODES (Designated by NUCC)		

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.

SIGNED AUTHORIZED SIGNATURE ON FILE DATE 03/09/19

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)	15. OTHER DATE	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
MM DD YY	MM DD YY	FROM TO
QUAL	QUAL	MM DD YY MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE	17a.	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
	17b.	FROM TO
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? \$ CHARGES	
Referral# REF# H/L#	<input type="checkbox"/> YES <input type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0	22. RESUBMISSION CODE ORIGINAL REF. NO.	
A. <u>R1013</u> B. <u>K529</u> C. _____ D. _____	1	
E. _____ F. _____ G. _____ H. _____	23. PRIOR AUTHORIZATION NUMBER	
I. _____ J. _____ K. _____ L. _____		

24 A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OP UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
03 09 19 03 09 19	23		99285	A, B	1,295 00	1			1366865206
03 09 19 03 09 19	23		99053	A, B	42 00	1			1366865206

25. FEDERAL TAX I.D. NUMBER	SSN EIN	26. PATIENT ACCOUNT NO.	27. ACCEPT ASSIGNMENT	28. TOTAL CHARGE	29. AMOUNT PAID	30. Rs/vd for NUCC Use
880262438	<input type="checkbox"/> <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	\$ 1,337 00	\$	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)		32. SERVICE FACILITY LOCATION INFORMATION		33. BILLING PROVIDER INFO & PH #		
LUNDBERG, MICHAEL 1366865206 207P00000X SIGNED _____ DATE _____		FREMONT EMERGENCY SERVICES MAN 3325 SOUTH FORT APACHE LAS VEGAS, NV 89117-6360		FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772		
		a.	b.	a. 1679550149	b.	

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$484.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

Insurance type selection: 1. MEDICARE, MEDICAID, TRICARE, CHAMPVA, GROUP HEALTH PLAN, FECA BLK LUNG, OTHER. Includes checkboxes for each type and associated ID fields.



9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
10d. CLAIM CODES (Designated by NUCC)
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 03/11/19

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (IMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
20. OUTSIDE LAB?
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Relate A-L to service line below (24E))
22. RESUBMISSION CODE
23. PRIOR AUTHORIZATION NUMBER

Table with 6 rows and 10 columns: 24 A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPSDT Family Flag, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

25. FEDERAL TAX I.D. NUMBER
26. PATIENT ACCOUNT NO.
27. ACCEPT ASSIGNMENT
28. TOTAL CHARGE
29. AMOUNT PAID
30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS
32. SERVICE FACILITY LOCATION INFORMATION
33. BILLING PROVIDER INFO & PH #

000224

000224

Submitter : 133068979 (PHCS ROUTED 837 MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$1,428.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA						PICA
1. MEDICARE	MEDICAID	TRICARE	CHAMPVA	GROUP HEALTH PLAN	FECA BLK LUNG	OTHE
(Medicare#)	(Medicaid#)	(ID#/DoD#)	(Member ID#)	(ID#)	(ID#)	(ID#)
<input type="checkbox"/>	<input checked="" type="checkbox"/>					

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous)	
b. RESERVED FOR NUCC USE		<input type="checkbox"/> YES <input type="checkbox"/> NO	
c. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO PLACE (State)	
d. INSURANCE PLAN NAME OR PROGRAM NAME		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input type="checkbox"/> NO	
10d. CLAIM CODE(S) (Designated by NUCC)		c. INSURANCE PLAN NAME OR PROGRAM NAME	
10d. CLAIM CODE(S) (Designated by NUCC)		d. IS THERE ANOTHER HEALTH BENEFIT PLAN? <input type="checkbox"/> YES <input type="checkbox"/> NO If yes, complete items 9, 9a, and 9d.	

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.

SIGNED AUTHORIZED SIGNATURE ON FILE DATE 03/18/19

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNED AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)		15. OTHER DATE		16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION	
MM DD YY	QUAL	MM DD YY	QUAL	FROM MM DD YY	TO MM DD YY
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		17a.		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES	
		17b.		FROM MM DD YY	TO MM DD YY
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)				20. OUTSIDE LAB? \$ CHARGES	
Referral# REF# HL#				<input type="checkbox"/> YES <input type="checkbox"/> NO	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) ICD Ind. 0				22. RESUBMISSION CODE ORIGINAL REF. NO.	
A. <u>J189</u> B. <u>R0600</u> C. <u>R05</u> D. _____				1	
E. _____ F. _____ G. _____ H. _____				23. PRIOR AUTHORIZATION NUMBER	
I. _____ J. _____ K. _____ L. _____					

1	24 A. DATES OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #	
	From MM DD YY	To MM DD YY											
1	03	18	19	03	18	19	23	99285	A, B, C	1,428 00	1		1194131854
2													
3													
4													
5													
6													

25. FEDERAL TAX I.D. NUMBER		SSN EIN		26. PATIENT ACCOUNT NO		27. ACCEPT ASSIGNMENT		28. TOTAL CHARGE		29. AMOUNT PAID		30. Rsvd for NUCC Use	
880262438		<input type="checkbox"/> <input checked="" type="checkbox"/>				<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		\$ 1,428 00		\$			
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (if certify that the statements on the reverse apply to this bill and are made a part thereof.)				32. SERVICE FACILITY LOCATION INFORMATION (Explain Unusual Circumstances)				33. BILLING PROVIDER INFO & PH #					
LIN, CHARLES 1194131854 207P00000X SIGNED _____ DATE _____				FREMONT EMERGENCY SERVICES MAN 3186 S MARYLAND PKWY LAS VEGAS, NV 89109-2317				FREMONT EMERGENCY SERVICES MAN PO BOX 638972 CINCINNATI, OH 45263-8972 (888) 952-6772					
				a.		b.		a. 1518120971		b.			

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID :
 Claim Total : \$1,474.00

Patient's Acct# :
 Batch Number :
 CCN# :
 HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

PICA PICA

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER

(Medicare#) (Medicaid#) (ID#/DoD#) (Member ID#) (ID#) (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
 a. OTHER INSURED'S POLICY OR GROUP NUMBER
 b. RESERVED FOR NUCC USE
 c. RESERVED FOR NUCC USE
 d. INSURANCE PLAN NAME OR PROGRAM NAME

10. IS PATIENT'S CONDITION RELATED TO:
 a. EMPLOYMENT? (Current or Previous)
 YES NO
 b. AUTO ACCIDENT?
 YES NO PLACE (State)
 c. OTHER ACCIDENT?
 YES NO
 10d. CLAIM CODES (Designated by NUCC)

c. INSURANCE PLAN NAME OR PROGRAM NAME
 d. IS THERE ANOTHER HEALTH BENEFIT PLAN?
 YES NO If yes, complete items 9, 9a, and 9d.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE DATE 03/19/19

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
 SIGNED: AUTHORIZED SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
 MM DD YY QUAL
 15. OTHER DATE
 QUAL MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
 FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
 17a.
 17b.

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
 FROM MM DD YY TO MM DD YY

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
 Referral# REF# HL#

20. OUTSIDE LAB?
 YES NO \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
 A. J189 B. R0902 C. J45901 D.
 E. F. G. H.
 I. J. K. L.

22. RESUBMISSION CODE 1 ORIGINAL REF. NO.
 23. PRIOR AUTHORIZATION NUMBER

24 A. DATES OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPSDT Family Plan	I. I.D. QUAL	J. RENDERING PROVIDER I.D. #
1 03 19 19 03 19 19	23		99285	A, B, C	1,428 00	1			1851592497
2 03 19 19 03 19 19	23		99053	A, B, C	46 00	1			1851592497
3									
4									
5									
6									

25. FEDERAL TAX I.D. NUMBER 880262438 SSN EIN

26. PATIENT ACCOUNT NO. [REDACTED] 27. ACCEPT ASSIGNMENT YES NO

28. TOTAL CHARGE \$ 1,474 00 29. AMOUNT PAID \$
 30. Rsvd for NUCC Use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
 WALKER, JAMES
 1851592497
 207P00000X
 SIGNED DATE

32. SERVICE FACILITY LOCATION INFORMATION
 FREMONT EMERGENCY SERVICES MAN
 3186 S MARYLAND PKWY
 LAS VEGAS, NV 89109-2317
 a. b.

33. BILLING PROVIDER INFO & PH #
 FREMONT EMERGENCY SERVICES MAN
 PO BOX 638972
 CINCINNATI, OH 45263-8972
 (888) 952-6772
 a. 1518120971 b.

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$964.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

Insurance type selection: PICA, MEDICARE, MEDICAID, TRICARE, CHAMPVA, GROUP HEALTH PLAN, FECA BLK LUNG, OTHER. Includes checkboxes for each type and associated ID fields.

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO:
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
a. INSURED'S DATE OF BIRTH
SEX
b. OTHER CLAIM ID (Designated by NUCC)
c. INSURANCE PLAN NAME OR PROGRAM NAME
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
SIGNED AUTHORIZED SIGNATURE ON FILE DATE 03/24/19

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
17a. NAME
17b. ADDRESS
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
20. OUTSIDE LAB?
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E) ICD Ind. 0
A. H6691 B. B974
C. L D. L
E. L F. L G. L H. L
I. L J. L K. L L. L
22. RESUBMISSION CODE 1 ORIGINAL REF. NO.
23. PRIOR AUTHORIZATION NUMBER

Table with 6 rows and 10 columns: A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES, OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EPSON Family Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #

26. FEDERAL TAX I.D. NUMBER 880262438
27. PATIENT ACCOUNT NO. [REDACTED]
28. ACCEPT ASSIGNMENT [X] YES [] NO
28. TOTAL CHARGE \$ 964.00
29. AMOUNT PAID \$
30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER
32. SERVICE FACILITY LOCATION INFORMATION
33. BILLING PROVIDER INFO & PH #

000227

000227

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500

Claim TPA ID : [REDACTED]
Claim Total : \$1,853.00

Patient's Acct# : [REDACTED]
Batch Number : [REDACTED]
CCN# : [REDACTED]
HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

1. MEDICARE MEDICAID TRICARE CHAMPVA GROUP HEALTH PLAN FECA BLK LUNG OTHER
(Medicare#) (Medicaid#) (ID#/CoD#) (Member ID#) (ID#) (ID#) (ID#)

9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)
10. IS PATIENT'S CONDITION RELATED TO
a. EMPLOYMENT? (Current or Previous)
b. AUTO ACCIDENT?
c. OTHER ACCIDENT?
10a. CLAIM CODES (Designated by NUCC)
d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or the party who accepts assignment below.
13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY (LMP)
15. OTHER DATE
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below(24E)
22. RESUBMISSION CODE
23. PRIOR AUTHORIZATION NUMBER

Table with 6 rows and 10 columns: DATES OF SERVICE, PLACE OF SERVICE, EMG, PROCEDURES, SERVICES OR SUPPLIES, MODIFIER, DIAGNOSIS POINTER, CHARGES, DAYS OR UNITS, EPSON, I.D. QUAL, RENDERING PROVIDER ID #

25. FEDERAL TAX ID NUMBER
26. PATIENT ACCOUNT NO.
27. ACCEPT ASSIGNMENT
28. TOTAL CHARGE
29. AMOUNT PAID
30. Rsvd for NUCC Use
31. SIGNATURE OF PHYSICIAN OR SUPPLIER
32. SERVICE FACILITY LOCATION INFORMATION
33. BILLING PROVIDER INFO & PH #

000228

000228

Submitter : 752297429-10036 (UHC 837 MEDICAL)

1500 Claim TPA ID : Claim Total : \$927.00

Patient's Acct# : Batch Number : CCN# : HIC Number : n/a

HEALTH INSURANCE CLAIM FORM

UNOFFICIAL/NOT YET APPROVED BY N.U.C. 02/12

Insurance type selection: 1. MEDICARE, MEDICAID, TRICARE, CHAMPVA, GROUP HEALTH PLAN, FECA BLK LUNG, OTHER. Includes checkboxes for each type and associated ID fields.



9. OTHER INSURED'S NAME... 10. IS PATIENT'S CONDITION RELATED TO... a. EMPLOYMENT? b. AUTO ACCIDENT? c. OTHER ACCIDENT? d. IS THERE ANOTHER HEALTH BENEFIT PLAN?

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim... SIGNED: AUTHORIZED SIGNATURE ON FILE DATE 04/18/19

14. DATE OF CURRENT ILLNESS, INJURY or PREGNANCY(LMP)... 15. OTHER DATE... 16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION... 17. NAME OF REFERRING PROVIDER OR OTHER SOURCE... 18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)... 20. OUTSIDE LAB? \$ CHARGES... 21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY... 22. RESUBMISSION CODE... 23. PRIOR AUTHORIZATION NUMBER

Table with 10 columns: A. DATES OF SERVICE, B. PLACE OF SERVICE, C. EMG, D. PROCEDURES, SERVICES OR SUPPLIES, E. DIAGNOSIS POINTER, F. \$ CHARGES, G. DAYS OR UNITS, H. EP501 Plan, I. I.D. QUAL, J. RENDERING PROVIDER I.D. #. Row 1: 04 18 19, 04 18 19, 23, 99284, A, B, 927 00, 1, 1790981462.

25. FEDERAL TAX I.D. NUMBER: 880262438. 26. PATIENT ACCOUNT NO. 27. ACCEPT ASSIGNMENT: YES (checked). 28. TOTAL CHARGE: \$ 927 00. 29. AMOUNT PAID. 30. Rsvd for NUCC Use.

31. SIGNATURE OF PHYSICIAN OR SUPPLIER: RAY, ROBERT. 32. SERVICE FACILITY LOCATION INFORMATION: FREMONT EMERGENCY SERVICES MAN, LAS VEGAS, NV. 33. BILLING PROVIDER INFO & PH #: FREMONT EMERGENCY SERVICES MAN, CINCINNATI, OH.

000229

000229

EXHIBIT 7

Sample Claim Forms for SHO

000230

000230

EXHIBIT 7



SIERRA HEALTHCARE OPTIONS-NV P
PO BOX 15392
LAS VEGAS NV 89114-5392

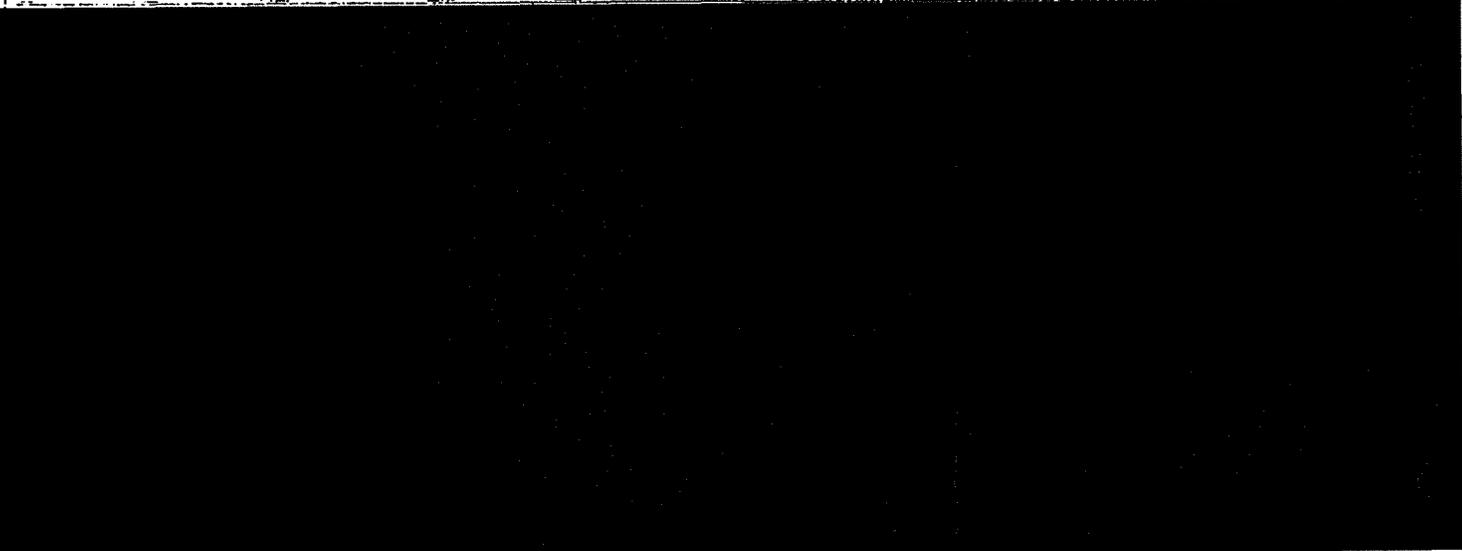
HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL MEDICAL CLAIMS SERVICE (NUCC) 02-12

[Redacted Name]

8/1/13

MEDICARE MEDICAID PRIVATE TRICARE GROUP HEALTH PLAN (ID#) FECA BLK LUNG (ID#) OTHER (ID#)



14. PATIENT OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I am a member of government benefits either to myself or to the party who accepts assignment.
SIGNATURE ON FILE 12/28/17
DATE

15. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNATURE ON FILE
SIGNED

14. DATE OF CURRENT ILLNESS (DATE OF PREGNANCY LUMP) MM DD YY
08 26 17 QUAL 431

15. OTHER DATE MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRER OR SOURCE OR OTHER SOURCE

17a. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY
08 26 17 TO 08 26 17

19. ICD-9-CM INFORMATION (See notes by NUCC)

20. OUTSIDE LAB CHARGES
 YES NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY (Refer to service line below (24E)) ICD Ind: 0
R03.0

22. RESUBMISSION CODE ORIGINAL REF NO
23. PRIOR AUTHORIZATION NUMBER

1	A. DATE OF SERVICE		B. PLACE	C. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	D. CODES	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DATE OF SERVICE	H. ICD-9-CM	I. ID. QUAL	J. RENDERING PROVIDER ID #					
	MM	DD										MM	DD	YY		
1	08	26	17	08	26	17	23	X	99285	223.00	A	1295.00			NPI	1336574250
2															NPI	
3															NPI	
4															NPI	
5															NPI	
6															NPI	

24. FEDERAL TAX ID NUMBER SSN EIN
88-0262438

25. PATIENT'S ACCOUNT NO. [Redacted]

26. ACCEPT ASSIGNMENT? (For prior claims, see back) YES NO
27. TOTAL CHARGE \$ 1295.00
28. AMOUNT PAID 0.00
29. Rsvd for NUCC use

30. NAME OF PHYSICIAN OR SUPPLIER (Include full name, telephone or fax number, and address of office or home)
WRIGHT DO, BROOKS
SIGNATURE ON FILE
12/28/17

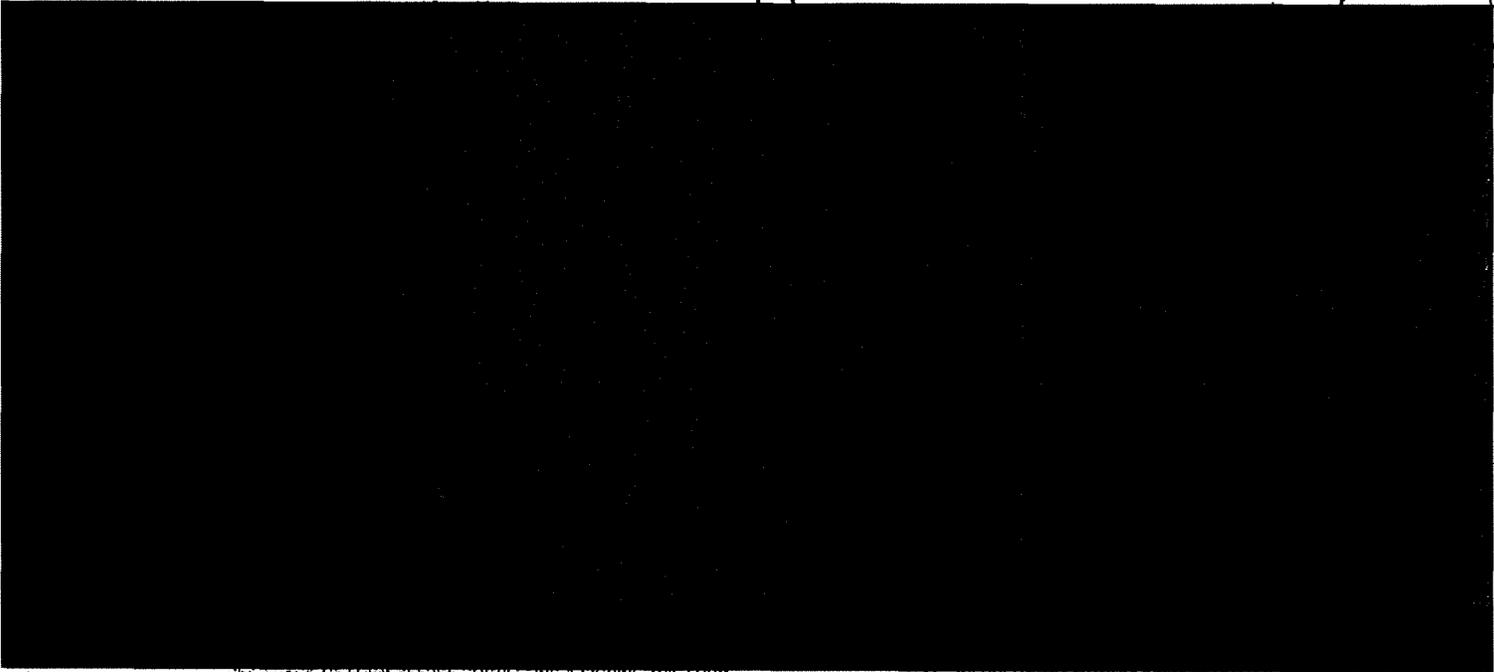
31. SERVICE FACILITY LOCATION INFORMATION
SUNRISE HOSPITAL AND ME
3186 S MARYLAND PKWY
LAS VEGAS, NV 89109-2317
1861439952

32. BILLING PROVIDER INFO (PH #)
(800)-562-2945
FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972
1518120971 ZZ207P00000X

SIERRA HEALTHCARE OPTIONS-NV P
PO BOX 15392
LAS VEGAS NV 89114-5392



HEALTH INSURANCE CLAIM FORM



READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

1. I, THE HEALTH CARE PROVIDER, AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I am not a member of government benefit, either to myself or to the party who accepts assignment.

SIGNATURE ON FILE

01/08/18

2. I, PROVIDER OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the designated physician or supplier for services described below.

SIGNATURE ON FILE

3. NAME OF CURRENT EMPLOYER (OR PREVIOUS EMPLOYER) OTHER DATE MM DD YY

05 14 17 431

OTHER DATE MM DD YY

4. DATES PATIENT UNABLE TO WORK (CURRENT OCCUPATION) FROM MM DD YY TO MM DD YY

5. NAME OF OPERATING COMPANY PROVIDER SERVICE

6. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 05 14 17 TO 05 14 17

7. ADDITIONAL CLAIM INFORMATION (Hospitalization ICD-9)

8. OUTSIDE LAB CHARGES

9. ICD-9 CODES OF INJURY (ICD-9) (ICD-10) K56.69 0

10. RESUBMISSION CODE ORIGINAL REF NO.

11. PRIOR AUTHORIZATION NUMBER

A. DATE	B. TIME	C. ICD-9	D. ICD-10	E. PROCEDURE, SERVICE, OR SUPPLY (Explain Unusual Circumstances)	F. CHARGES	G. DATE OF SERVICE	H. NPI	I. HENDERSON PROVIDER ID						
05	14	17	05	14	17	23	X	99285	213.00	A	1233	001	NPI	1366766099
05	14	17	05	14	17	23	X	99053	0	A	40	001	NPI	1366766099
													NPI	
													NPI	
													NPI	
													NPI	

12. IDENTIFICATION NUMBER (NPI) 88-0262438

13. SERVICE FACILITY LOCATION INFORMATION: ST ROSE DOMINICAN HOSPI 3001 ST ROSE PKWY HENDERSON, NV 89052-3839 1770626426

14. SIGNATURE ON FILE: TRUAX DO, GREG FERMIN 01/08/18

15. TOTAL CHARGE: 1273.00

16. AMOUNT PAID: 0.00

17. ADDRESS PROVIDER INES & FAX: 7800-562-2945

18. ADDRESS PROVIDER INES & FAX: 7800-562-2945

000233

000233

PHYSICIAN OR SUPPLIER INFORMATION

CARRIER

SIERRA HEALTHCARE OPTIONS - NV I
PO BOX 15392
LAS VEGAS NV 89114-5392

HEALTH INSURANCE CLAIM FORM



READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNATURE ON FILE

01/19/18

SIGNED

DATE

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNATURE ON FILE

SIGNED

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)

MM DD YY 08 19 17 QUAL 431

15. OTHER DATE

QUAL MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION

FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

FROM MM DD YY TO MM DD YY 08 19 17 TO 08 19 17

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? \$ CHARGES

YES NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) ICD Ind. 0

A. R55 B. N93.9 C. R00.0 D.
E. F. G. H.
I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE			B.	C.	D. PROCEDURES, SERVICES, OR SUPPLIES		E.	F.	G.	H.	I.	J.		
From To			PLACE OF SERVICE	EMG	(Explain Unusual Circumstances)		DIAGNOSIS POINTER	\$ CHARGES	DAYS OR UNITS	EPSDT Family Plan	ID. QUAL.	RENDERING PROVIDER ID. #		
MM	DD	YY	MM	DD	YY	CPT/HCPCS	MODIFIER							
08	19	17	08	19	17	23	X	99291	222.00	ABC	1681	001	NPI	I740625946
													NPI	
													NPI	
													NPI	
													NPI	
													NPI	

25. FEDERAL TAX I.D. NUMBER

88-0262438

SSN EIN

26. PATIENT'S ACCOUNT NO.

27. ACCEPT ASSIGNMENT? (For govt. claims, see back)

YES NO

28. TOTAL CHARGE

\$ 1681.00

29. AMOUNT PAID

\$ 0.00

30. Rsvd for NUCC use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

BRIA MD, CARLEY
SIGNATURE ON FILE

SIGNED 01/19/18 DATE

32. SERVICE FACILITY LOCATION INFORMATION

SUNRISE HOSPITAL AND ME
3186 S MARYLAND PKWY
LAS VEGAS, NV 89109-2317

a. 1861439952 b.

33. BILLING PROVIDER INFO & PH. #

(800)-562-2945
FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972

a. 1518120971 b. ZZ207P00000X

000235

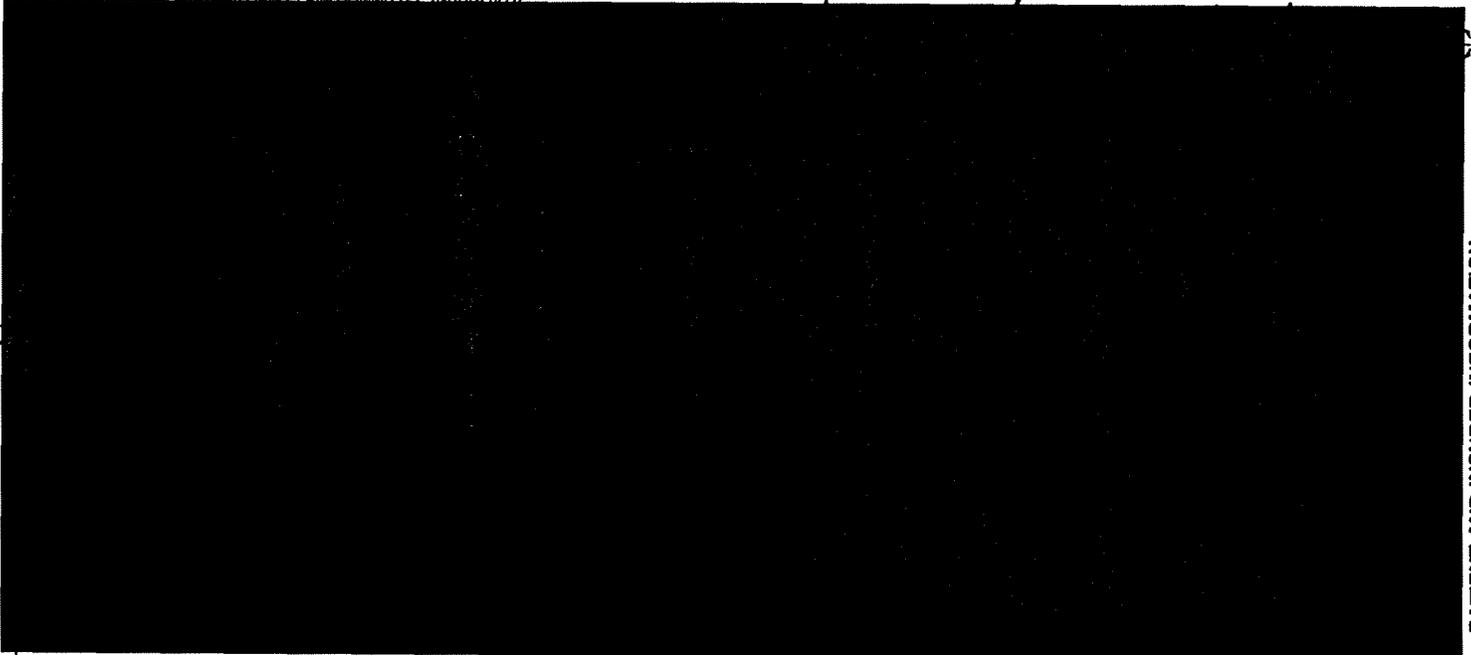
002000



PO BOX 15392
LAS VEGAS NV 89114

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12



12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNATURE ON FILE SIGNED _____ DATE 01/25/18		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNATURE ON FILE SIGNED _____	
---	--	---	--

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) FROM 07/18/17 TO 07/18/17 QUAL 431	15. OTHER DATE QUAL 439 DATE 07/18/17	16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM _____ TO _____
--	--	---

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____ 17b. NPI _____	18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM 07/18/17 TO 07/18/17
--	--

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	20. OUTSIDE LAB? \$ CHARGES <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. S72.121A B. R03.0 C. Y93.89 ICD Ind. 0 D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____	22. RESUBMISSION CODE _____ ORIGINAL REF. NO. _____
--	---

24. A. DATE(S) OF SERVICE		B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. EPOSOT Family Plan	I. ID. QUAL.	J. RENDERING PROVIDER ID. #
From	To			CPT/HCPCS	MODIFIER						
MM DD YY	MM DD YY										
07/18/17	07/18/17	23	X	99285	022-00	ABC	1295.00			NPI	CJ264Z 1104087287
										NPI	
										NPI	
										NPI	
										NPI	
										NPI	

25. FEDERAL TAX I.D. NUMBER 88-0262438	SSN EIN <input type="checkbox"/> <input checked="" type="checkbox"/>	26. PATIENT'S ACCOUNT NO. [REDACTED]	27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	28. TOTAL CHARGE \$ 1295.00	29. AMOUNT PAID \$ 0.00	30. Rsvd for NUCC use
--	---	---	--	---------------------------------------	-----------------------------------	-----------------------

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made as per thereof.) FLORES DO, PATRICK H SIGNATURE ON FILE SIGNED _____ DATE 01/25/18	32. SERVICE FACILITY LOCATION INFORMATION SUNRISE HOSPITAL AND ME 3186 S MARYLAND PKWY LAS VEGAS, NV 89109-2317 a. 1861439952 b. _____	33. BILLING PROVIDER INFO & PH. # (800)-562-2945 FREMONT EMERGENCY SERVICES MA PO BOX 638972 CINCINNATI, OH 45263-8972 a. 1518120971 b. VWCHDG207P00000X
--	--	--

SIERRA HEALTHCARE OPTIONS-NV P
PO BOX 15392
LAS VEGAS NV 89114-5392



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UTILIZATION MANAGEMENT ASSOCIATION



12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim, also request payment of government benefits either to myself or to the party who accepts assignment of benefits.

SIGNATURE ON FILE **01/26/18**

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNATURE ON FILE

14. DATE OF ONSET OF ILLNESS, INJURY, OR PREGNANCY - ONSET DATE: **11 22 17** **01431**

15. OTHER DATE: MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION: FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE: 17a. NAME 17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES: FROM **11 22 17** TO **11 22 17**

19. ADDITIONAL CLERICAL INFORMATION (designated by NUCC):

20. OUTSIDE LAB CHARGES: YES NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY, Refer to A-L to service line below (24E):

A. **I48.3** B. **I50.9** C. **R79.89** D. **F17.200** ICD ICM 0

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

LINE	A. DATE OF SERVICE			C. PROCEDURE, SERVICE, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OF DATE	H. ICD-9 CODE	I. ID QUAL	J. RENDERING PROVIDER ID #
	MM	DD	YY							
1	11	22	17	11: 22: 17: 23 X 99291 25	ABCD	1681 001			NPI	1366555708
2	11	22	17	11: 22: 17: 23 X 92960	A	925 001			NPI	1366555708
3	11	22	17	11: 22: 17: 23 X 93010	A	256 004			NPI	1366555708
4	11	22	17	11: 22: 17: 23 X 99152	A	93 001			NPI	1366555708
5									NPI	
6									NPI	

24. FEDERAL TAXPAYER IDENTIFICATION NUMBER (TIN): **88-0262438** X

25. PATIENT'S ACCOUNT NO. **[REDACTED]**

26. ACCEPT ASSIGNMENT: YES NO

27. TOTAL CHARGE: \$ **2955 00**

28. AMOUNT PAID: \$ **0 00**

29. SIGNATURE OF PHYSICIAN OR SUPPLIER: **PENDLETON MD, DANIEL**

30. PROVIDER FACILITY LOCATION INFORMATION: **ST ROSE DOMINICAN HOSPI
8280 W WARM SPRINGS RD
LAS VEGAS, NV 89113-3612**

31. BILLING PROVIDER INFO & PH #: **7800-562-2945
FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972**

32. SIGNATURE ON FILE: **01/26/18**

33. IDENTIFICATION NUMBER: **1528101284**

34. OUTSOURCED BILLING: **1689013161 22207P00000X**

SIERRA HEALTHCARE OPTIONS-NV P

PO BOX 15392

LAS VEGAS NV 89114-5392



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 10/12



READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12 PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNATURE ON FILE

02/22/18

13 INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNATURE ON FILE

SIGNED

DATE

SIGNED

14 DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY

09 29 17

QUAL 431

15 OTHER DATE

QUAL

MM DD YY

16 DATES PATIENT UNABLE TO WORK or CURRENT DEBATION

FROM

MM DD YY

TO

MM DD YY

17 NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a

17b NPI

18 HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

FROM

09 29 17

TO

09 29 17

19 ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20 OUTSIDE LAB

SEARCHED

21 DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Refer A-L to service line below (21E)

ICD 10 0

A I21.3

B I10

C

D

E

F

G

H

22 RESUBMISSION CODE

ORIGINAL SERVICE

23 REGION AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE			B. PLACE OF SERVICE		C. SERVICE	EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. CHARGES	G. PAYOR	H. SPECIALTY	I. ORDERING PHYSICIAN	J. ORDERING PHYSICIAN #
MM	DD	YY	MM	DD	YY		UPT-RCPCS	MODIFIER						
09	29	17	09	29	17	23	X	99291		AB	1681	001		1285898049

25 FEDERAL TAX ID NUMBER 88-0262438

26 SSA EIT

27 ACCEPT ASSIGNMENT

28 TOTAL CHARGE 1681.00 29 AMOUNT PAID 0.00

30 SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREE(S) OR CREDENTIALS CRAVEN MD, IAN ANDREW SIGNATURE ON FILE 02/22/18

31 SERVICE FACILITY LOCATION INFORMATION SUNRISE HOSPITAL AND ME 3186 S MARYLAND PKWY LAS VEGAS, NV 89109-2317 1861439952

32 BILLING REFERENCE # 7800-562-2945 33 FREMONT EMERGENCY SERVICES MA PO BOX 638972 CINCINNATI, OH 45263-8972 1518120971 ZZ207P00000X

SIERRA HEALTHCARE OPTIONS-NV P
PO BOX 15392
LAS VEGAS NV 89114-5392



HEALTH INSURANCE CLAIM FORM

CARRIER



SIGNATURE ON FILE

02/26/18

SIGNATURE ON FILE

12 28 17 431

DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
FROM TO

RESPECIFICATION DATES RELATIVE TO CURRENT SERVICES
FROM 12 28 17 TO 12 28 17

OUTSIDE LAB CHARGES
 YES

R07.89 R51 R94.31

RESTRICTIONS ORIGINAL REF NO

FROM AUTHORIZATION NUMBER

DATE	TIME	DIAGNOSIS	ICD9	ICD10	CHARGES	UNIT	RENDERING PROVIDER ID #
12 28 17	12:28:17	23 X	99284	ABC	927	001	1649569583
12 28 17	12:28:17	23 X	99053	ABC	44	001	1649569583

88-0262438 X

TOTAL CHARGE 971 00 AMOUNT PAID 0 00

MARTIN DO, JARED T
SIGNATURE ON FILE
02/26/18

SUNRISE HOSPITAL AND ME
3186 S MARYLAND PKWY
LAS VEGAS, NV 89109-2317
1861439952

FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972
1518120971 ZZ207P00000X

GRS 5231

PLEASE PRINT OR TYPE

PHYSICIAN OR SUPPLIER INFORMATION

000240

000240



KAISER
 PO BOX 15392
 ATTN:SIERRA HEALTH KP CLMS
 LAS VEGAS,NV 89114

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

CARRIER

PATIENT AND INSURED INFORMATION



12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNATURE ON FILE **03/06/18**

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNATURE ON FILE

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY **12 16 17** QUAL: **431**

15. OTHER DATE MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a. NAME

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY **12 16 17** TO **12 16 17**

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? YES NO \$ CHARGES

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (2-1E) ICD Ind: **0**

A. **R53.1** B. **I63.9** C. D. E. F. G. H. I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE		B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)		E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OF UNITS	H. ICD-9-CM PROC. CODE	I. ID. QUAL.	J. REFERRING PROVIDER ID #
From MM DD YY	To MM DD YY	SERVICE		CPT-4/HCPCS	MODIFIER						
12 16 17	12 16 17	23	X	99285		AB	1360 001			NPI	1003869504
12 16 17	12 16 17	23	X	93010		A	67 001			NPI	1003869504
										NPI	
										NPI	
										NPI	
										NPI	

25. FEDERAL TAX ID. NUMBER **88-0262438** SSN EIN

26. PATIENT'S ACCOUNT NO. **[REDACTED]**

27. ACCEPT ASSIGNMENT? (For gov. claims, see back) YES NO

28. TOTAL CHARGE \$ **1427.00** 29. AMOUNT PAID \$ **0.00** 30. Use for NUCC use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof)
KARKAVANDIAN DO, HABI
SIGNATURE ON FILE
 SIGNED **03/06/18**

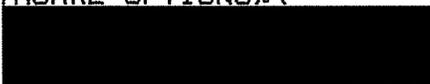
32. SERVICE FACILITY LOCATION INFORMATION
ST ROSE DOMINICAN HOSPI
3001 ST ROSE PKWY
HENDERSON, NV 89052-3839
 a. **1770626426** b.

33. BILLING PROVIDER (NPI)'S PH. # **(800)-562-2945**
FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972
 a. **1689013161** b. **ZZ207P00000X**

000241

PHYSICIAN OR SUPPLIER INFORMATION

SIERRA HEALTHCARE OPTIONS



SIERRA HEALTHCARE OPTIONS-NV P
PO BOX 15392
LAS VEGAS NV 89114-5392

HEALTH INSURANCE CLAIM FORM

FORM 101-0101 (01/18) (REV. 01/18) (REV. 01/18) (REV. 01/18)



READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

1. PROVIDER'S OR ADDRESS (SEE INSTRUCTIONS) (OPTIONAL) (THE RELEASE OF ANY MEDICAL OR OTHER INFORMATION NECESSARY TO PROCESS THIS CLAIM IS A CONDITION OF PROVIDER'S PARTICIPATION HEREIN; OTHER TO PROVIDER OR TO THE PARTY WHO ACCEPTS ASSIGNMENT)

14. PROVIDER'S OR ADDRESS (SEE INSTRUCTIONS) (OPTIONAL) (THE RELEASE OF ANY MEDICAL OR OTHER INFORMATION NECESSARY TO PROCESS THIS CLAIM IS A CONDITION OF PROVIDER'S PARTICIPATION HEREIN; OTHER TO PROVIDER OR TO THE PARTY WHO ACCEPTS ASSIGNMENT)

11. PROVIDER'S SIGNATURE ON FILE DATE 04/19/18 12. PROVIDER'S SIGNATURE ON FILE

13. DATE OF INCIDENT (ILLNESS, INJURY OR PREGNANCY LUMP) 15. OTHER DATE

08.17.17 QUAL 431 08.17.17

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 18. HOSPITAL/CLINIC/DATE RECEIVED (SEE INSTRUCTIONS)

08.17.17 08.17.17

19. ICD-9-CM CODE (SEE INSTRUCTIONS) 20. ICD-9-CM CODE (SEE INSTRUCTIONS)

I21.3 G51.0 I16.0

21. ICD-9-CM CODE (SEE INSTRUCTIONS) 22. ICD-9-CM CODE (SEE INSTRUCTIONS)

I21.3 G51.0 I16.0

23. DATE OF SERVICE (SEE INSTRUCTIONS) 24. PROVIDER'S SERVICES, OF SUPPLIER (SEE INSTRUCTIONS)

08.17.17 08.17.17 23 X 99291 ABC 1681 001 1972505675

25. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 26. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

88-0262438 1681 001 0.00

27. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 28. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

DUNAGAN MD, CLARENCE MOUNTAIN VIEW HOSPITAL 3100 N TENAYA WAY

SIGNATURE ON FILE LAS VEGAS, NV 89128-0436

04/19/18 1104870187

29. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 30. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

31. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 32. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

33. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 34. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

35. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 36. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

37. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 38. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

39. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 40. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

41. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 42. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

43. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 44. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

45. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 46. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

47. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 48. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

49. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 50. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

51. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 52. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

53. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 54. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

55. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 56. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

57. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 58. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

59. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 60. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

61. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 62. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

63. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 64. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

65. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 66. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

67. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS) 68. SIGNATURE OF PHYSICIAN OR SUPPLIER (SEE INSTRUCTIONS)

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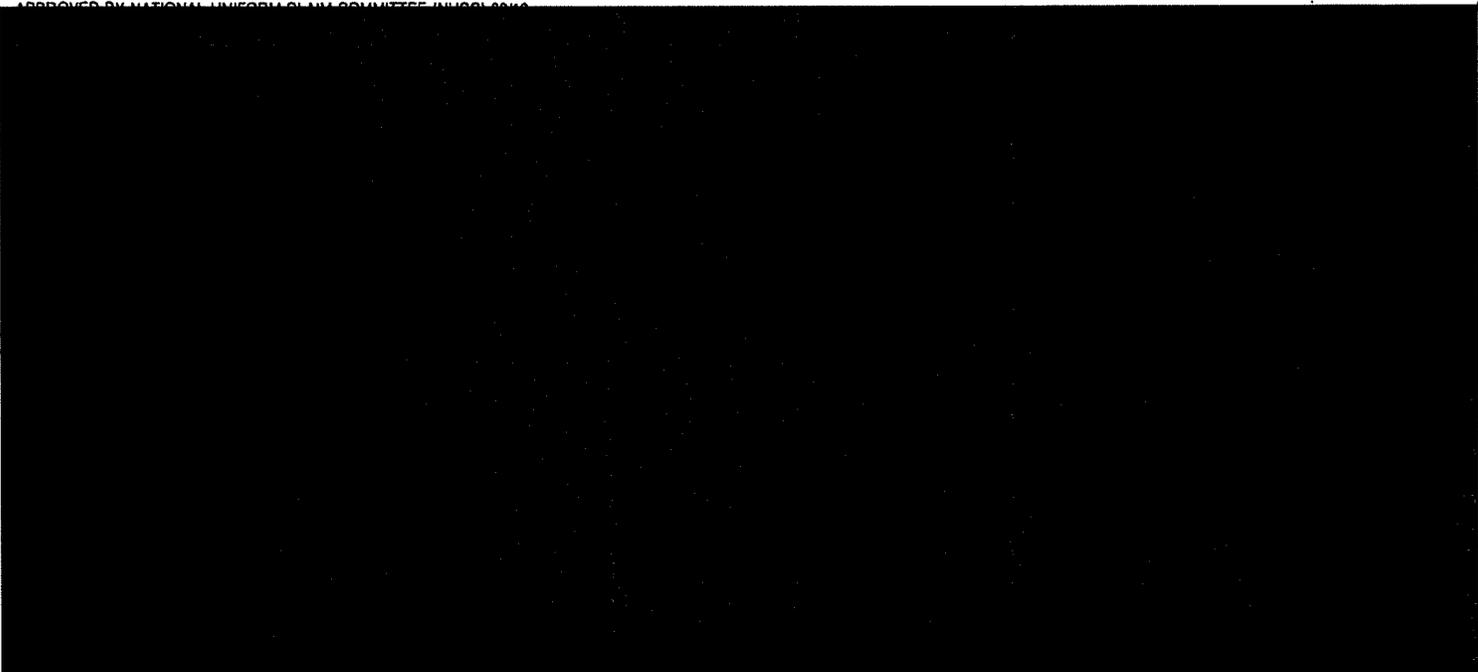
000242

PHYSICIAN OR SUPPLIER INFORMATION

KAISER PPO
PO BOX 14392
LAS VEGAS NV 89114



HEALTH INSURANCE CLAIM FORM



READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.
SIGNATURE ON FILE 04/30/18

SIGNED _____ DATE _____

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.
SIGNATURE ON FILE

SIGNED _____

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)
04^{MM} 13^{DD} 18^{YY} QUAL: 431

15. OTHER DATE
QUAL: 439 04, 13, 18

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a. _____
17b. NPI _____

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
FROM 04 13 18 TO 04 13 18

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? \$ CHARGES
 YES NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E)
A. S06.6X0A B. S06.5X0A C. R20.2 D. F10.129
E. _____ F. _____ G. _____ H. _____
I. _____ J. _____ K. _____ L. _____

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A.	DATE(S) OF SERVICE			B.	C.	D. PROCEDURES, SERVICES, OR SUPPLIES		E.	F.	G.	H.	I.	J.		
	From	To		PLACE OF SERVICE	EMG	CPT/HCPCS	MODIFIER	DIAGNOSIS POINTER	\$ CHARGES	DAYS OR UNITS	EPSDT Family Plan	ID. QUAL.	RENDERING PROVIDER ID #		
1	04	13	18	04	13	18	23 X	99291				ABCD	1765 001	NPI	1073933057
2	04	13	18	04	13	18	23 X	99053				ABCD	44 001	NPI	1073933057
3														NPI	
4														NPI	
5														NPI	
6														NPI	

25. FEDERAL TAX I.D. NUMBER
88-0262438

26. PATIENT'S ACCOUNT NO. _____

27. ACCEPT ASSIGNMENT? (For govt. claims, see back)
 YES NO

28. TOTAL CHARGE \$ 1809.00

29. AMOUNT PAID \$ 0.00

30. Rsvd for NUCC use 800 562 2945

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse are true and correct to the best of my knowledge thereof.)
TARNO, MICHAEL
SIGNATURE ON FILE
04/30/18

32. SERVICE FACILITY LOCATION INFORMATION
SUNRISE HOSPITAL AND ME
3186 S MARYLAND PKWY
LAS VEGAS, NV 89109-2317
a. 1861439952 b. _____

33. BILLING PROVIDER INFO & PH. # (800) 562-2945
FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972
a. 1518120971 b. 2220700000X

NUCC Instruction Manual available at: www.nucc.org

PLEASE PRINT OR TYPE

APPROVED OMB 0938-1197 FORM 1500 (02-12)

WCMS-1500CS-12

FIRST FOLD HERE 10-67 60000/SS

CARRIER
PATIENT AND INSURED INFORMATION
PHYSICIAN OR SUPPLIER INFORMATION



SIERRA HEALTHCARE OPTIONS-NV P
PO BOX 15392
LAS VEGAS NV 89114-5392

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

CARRIER

PATIENT AND INSURED INFORMATION

000245

PHYSICIAN OR SUPPLIER INFORMATION

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment on my behalf.

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNATURE ON FILE

06/12/18

SIGNATURE ON FILE

SIGNED

DATE

SIGNED

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)

MM DD YY
11 19 17

QUAL: 431

15. OTHER DATE

QUAL:

MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION

FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

FROM MM DD YY TO MM DD YY

FROM 11 19 17 TO 11 19 17

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? \$ CHARGES

YES NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E)

ICD Ind. 0

A. I46.9

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

22. RESUBMISSION CODE

ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE		B.	C.	D. PROCEDURES, SERVICES, OR SUPPLIES		E.	F.	G.	H.	I.	J.			
From To		PLACE OF SERVICE	EMG	(Explain Unusual Circumstances)		DIAGNOSIS POINTER	\$ CHARGES	DAYS OR UNITS	PRST Plan	ID. QUAL.	RENDERING PROVIDER ID. #			
MM	DD	YY	MM	DD	YY									
11	19	17	11	19	17	23	X	99291	25		A	1681.00h		NPI: 1508055765
11	19	17	11	19	17	23	X	31500			A	1022.00h		NPI: 1508055765
														NPI:
														NPI:
														NPI:
														NPI:

25. FEDERAL TAX I.D. NUMBER

88-0262438

SSN EIN

26. PATIENT'S ACCOUNT NO.

[Redacted]

27. ACCEPT ASSIGNMENT? (For gov. claims, see back)

YES NO

28. TOTAL CHARGE

\$ 2703.00

29. AMOUNT PAID

\$ 0.00

30. Rsvd for NUCC use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (If certifying that the statements on the reverse apply to this bill and are made a part thereof.)

RUSHTON MD, JOHN MATT

SIGNATURE ON FILE

SIGNED 06/12/18

32. SERVICE FACILITY LOCATION INFORMATION

SUNRISE HOSPITAL AND ME
3186 S MARYLAND PKWY
LAS VEGAS, NV 89109-2317

^a1861439952 ^b

33. BILLING PROVIDER INFO & PH. # (800)-562-2945

FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972

^a1518120971 ^bZZ207E00000X



SIERRA HEALTHCARE OPTIONS-NV P
PO BOX 15392
LAS VEGAS NV 89114-5392

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

CARRIER

PATIENT AND INSURED INFORMATION

000246

PHYSICIAN OR SUPPLIER INFORMATION

000246

READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNATURE ON FILE

07/30/18

SIGNATURE ON FILE

SIGNED _____ DATE _____

SIGNED _____

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)
MM DD YY
06 05 18 QUAL: 431

15. OTHER DATE
QUAL: MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION
FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE
17a. _____
17b. NPI _____

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES
FROM MM DD YY TO MM DD YY
06 05 18 TO 06 05 18

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB? \$ CHARGES
 YES NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E)
A. J96.90 B. _____ C. _____ D. _____
E. _____ F. _____ G. _____ H. _____
I. _____ J. _____ K. _____ L. _____
ICD Ind. 0

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) CPT/HCPCS MODIFIER E. DIAGNOSIS POINTER

F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #

From MM DD YY	To MM DD YY	Place of Service	EMG	CPT/HCPCS	Modifier	Diagnosis Pointer	\$ Charges	Days or Units	EPSDT Family Plan	ID. Qual	Rendering Provider ID. #
06 05 18	06 05 18	23	X	99291		A	1765.00	1		NPI	1194131854
										NPI	
										NPI	
										NPI	
										NPI	
										NPI	
										NPI	
										NPI	
										NPI	

\$ Charges	Days or Units	EPSDT Family Plan	ID. Qual	Rendering Provider ID. #
1765.00	1		NPI	1194131854
			NPI	

25. FEDERAL TAX I.D. NUMBER SSN EIN
88-0262438

27. ACCEPT ASSIGNMENT? (For govt. claims, see back)
 YES NO

28. TOTAL CHARGE \$ 1765.00 29. AMOUNT PAID \$ 0.00 30. Rsvd for NUCC use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)
LIN MD, CHARLES
SIGNATURE ON FILE
SIGNED 07/30/18

28. PATIENT'S ACCOUNT NO. [REDACTED]
32. PHYSICIAN OR SUPPLIER INFORMATION
SUNRISE HOSPITAL AND ME
3186 S MARYLAND PKWY
LAS VEGAS, NV 89109-2317
a. 1861439952 b. _____

33. BILLING PROVIDER INFO & PH. # (800-562-2945
FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972
a. 1518120971 b. ZZ207P00000X

NUCC Instructions Manual available at: www.nucc.org

PLEASE PRINT OR TYPE

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02-12



KAISER
POB 15392
LAS VEGAS NV 89114

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12



PATIENT AND INSURED INFORMATION

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below. SIGNATURE ON FILE SIGNED: _____ DATE: 08/10/18		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below. SIGNATURE ON FILE SIGNED: _____	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY 02 09 18 QUAL: 431		15. OTHER DATE QUAL: _____ MM DD YY _____	
16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION FROM MM DD YY 02 09 18 TO MM DD YY _____		17. NAME OF REFERRING PROVIDER OR OTHER SOURCE 17a. _____ 17b. NPI: _____	
18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY 02 09 18 TO MM DD YY 02 09 18		19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)	
20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY Relate A-L to service line below (24E) A. R07.2 B. R79.89 C. _____ D. _____ E. _____ F. _____ G. _____ H. _____ I. _____ J. _____ K. _____ L. _____	
22. RESUBMISSION CODE _____ ORIGINAL REF # _____		23. PRIOR AUTHORIZATION NUMBER _____	
24. A. DATE(S) OF SERVICE FROM MM DD YY 02 09 18 TO MM DD YY 02 09 18		B. PLACE OF SERVICE 23 X	
C. ICD-9-CM PROCEDURE, SERVICE, OR SUPPLIES (Explain Unusual Circumstances) 99285		D. MODIFIER AB	
E. S CHARGES 1360 001		F. RENDERING PROVIDER ID # 1114212743	
25. FEDERAL TAX ID NUMBER 88-0262438		26. PATIENT'S ACCOUNT NO. _____	
27. ACCEPT ASSIGNMENT? (For gov't claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE \$ 1360.00	
29. AMOUNT PAID \$ 0.00		30. BILLING PROVIDER NAME & PH # (800)-562-2945	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER (Include degrees or credentials) I certify that the statements on the reverse apply to this bill and are made a part thereof. KIM MD, ANGELO SIGNATURE ON FILE SIGNED: 08/10/18		32. SERVICE FACILITY LOCATION INFORMATION SOUTHERN HILLS HOSPITAL 9300 W SUNSET RD LAS VEGAS, NV 89148-4844 a. 1457306359 b.	
33. BILLING PROVIDER NAME & PH # (800)-562-2945 FREMONT EMERGENCY SERVICES MA PO BOX 638972 CINCINNATI, OH 45263-8972 a. 1679550149 b. ZZ207P00000X		34. BILLING SOURCE ID # BDNL19C (02-12)	

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PHYSICIAN OR SUPPLIER INFORMATION



SIERRA HEALTHCARE OPTIONS-NV P
PO BOX 15392
LAS VEGAS NV 89114-5392

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

CARRIER



READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment (None).

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the insured or to the party who accepts assignment of the services described below.

SIGNATURE ON FILE

08/16/18

SIGNATURE ON FILE

SIGNED

DATE

SIGNED

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)

15. OTHER DATE

16. DATES PATIENT UNABLE TO WORK (DURING WORK PERIODS)

11 17 17 QUAL 431

QUAL 439 MM DD YY 11 17 17

FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a. 17b. NPI

18. HOSPITALIZATION (YES/NO) RELATED TO THIS SERVICE
FROM 11 17 17 TO 11 17 17

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

20. OUTSIDE LAB
 YES NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY, Relate A-L to service line below (21E)
A. S09.8XXA B. S03.2XXA C. S00.83XA D. Y93.89
E. F. G. H. I. J. K. L.

22. RESUBMISSION CODE
23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE	B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances)	E. DIAGNOSIS POINTER	F. CHARGES	G. ICD-9-CM		H. REFERRING PHYSICIAN
						FROM	TO	
11 17 17 11 17 17	23	X	99285	ABCD	1295 001			1285898049

25. FEDERAL TAX ID NUMBER 88-0262438
26. PATIENT'S ACCOUNT NO. [REDACTED]
27. ACCEPT ASSIGNMENT? YES NO
28. TOTAL CHARGE \$ 1295.00
29. AMOUNT PAID \$ 0.00

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREE(S) OF CREDENTIALS
CRAVEN MD, IAN ANDREW
SIGNATURE ON FILE
SIGNED 08/16/18

32. SERVICE FACILITY LOCATION INFORMATION
SUNRISE HOSPITAL AND ME
3186 S MARYLAND PKWY
LAS VEGAS, NV 89109-2317
#1861439952

33. BILLING PROVIDER INFO & FAX # (800-562-2945)
FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972
#1518120971 # Z2207P00000X



KAISER-CA MEDICARE POB 7004 DO
PO BOX 7004
ATTN: CLAIMS DEPT
DOWNEY, CA 90242-7004

HEALTH INSURANCE CLAIM FORM



SIGNATURE ON FILE		DATE 09/25/18	SIGNATURE ON FILE	
DATE OF BIRTH (MM/DD/YY) 02/17/18	SEX 431	15. OTHER DATE	16. DATES (MM/DD/YY)	02/17/18
NAME OF REPRESENTATIVE UNDER OTHER SOURCE		17. A. IDENTIFICATION NUMBER	18. IDENTIFICATION NUMBER	
R06.00 J18.1 E87.2		19. IDENTIFICATION NUMBER		
20. IDENTIFICATION NUMBER		21. IDENTIFICATION NUMBER		
22. IDENTIFICATION NUMBER		23. IDENTIFICATION NUMBER		
24. IDENTIFICATION NUMBER		25. IDENTIFICATION NUMBER		
26. IDENTIFICATION NUMBER		27. IDENTIFICATION NUMBER		
28. IDENTIFICATION NUMBER		29. IDENTIFICATION NUMBER		
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44. IDENTIFICATION NUMBER		45. IDENTIFICATION NUMBER		
46. IDENTIFICATION NUMBER		47. IDENTIFICATION NUMBER		
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84. IDENTIFICATION NUMBER		85. IDENTIFICATION NUMBER		
86. IDENTIFICATION NUMBER		87. IDENTIFICATION NUMBER		
88. IDENTIFICATION NUMBER		89. IDENTIFICATION NUMBER		
90. IDENTIFICATION NUMBER		91. IDENTIFICATION NUMBER		
92. IDENTIFICATION NUMBER		93. IDENTIFICATION NUMBER		
94. IDENTIFICATION NUMBER		95. IDENTIFICATION NUMBER		
96. IDENTIFICATION NUMBER		97. IDENTIFICATION NUMBER		
98. IDENTIFICATION NUMBER		99. IDENTIFICATION NUMBER		
100. IDENTIFICATION NUMBER		101. IDENTIFICATION NUMBER		

88-0262438	[X]	[X]	1360 00	0 00
LO-DO; JOSEPH	SIGNATURE ON FILE	09/25/18	ST ROSE DOMINICAN HOSPI	8280 W WARM SPRINGS RD
			LAS VEGAS, NV 89113-3612	1528101284
			FREMONT EMERGENCY SERVICES M	PO BOX 638972
			CINCINNATI, OH 45263-8972	1689013161
				ZZ207P00000X

KAISER
PO BOX 15392
LAS VEGAS NV 89114



HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12



READ BACK OF FORM BEFORE COMPLETING & SIGNING THIS FORM.

12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.

SIGNATURE ON FILE 10/04/18

SIGNED DATE

13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE I authorize payment of medical benefits to the undersigned physician or supplier for services described below.

SIGNATURE ON FILE

SIGNED

14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP)

08 11 18 QUAL 431

15. OTHER DATE

QUAL MM DD YY

16. DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION

FROM MM DD YY TO MM DD YY

17. NAME OF REFERRING PROVIDER OR OTHER SOURCE

17a.

17b. NPI

18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES

FROM 08 11 18 TO 08 11 18

19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)

CORRECTED CLAIM

20. OUTSIDE LAB? \$ CHARGES

YES NO

21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E)

ICD Ind. 01

A. R17 B. E87.1 C. R74.0 D. D72.829
E. F. G. H. I. J. K. L.

22. RESUBMISSION CODE ORIGINAL REF. NO.

23. PRIOR AUTHORIZATION NUMBER

24. A. DATE(S) OF SERVICE			B. PLACE OF SERVICE	C. EMG	D. PROCEDURES, SERVICES, OR SUPPLIES	E. DIAGNOSIS POINTER	F. \$ CHARGES	G. DAYS OR UNITS	H. Sppt Family Plan	I. ID. QUAL	J. RENDERING PROVIDER ID. #
From	To	YY	MM DD		CPT/HCPCS	MODIFIER					
08 11 18	08 11 18	18	23	X	99285		1360 001			NPI	1437398476
08 11 18	08 11 18	18	23	X	93010	B	67 001			NPI	1437398476
										NPI	
										NPI	
										NPI	
										NPI	

25. FEDERAL TAX I.D. NUMBER

88-0262438

SSN EIN

26. PATIENT'S ACCOUNT NO.

27. ACCEPT ASSIGNMENT? (For govt. claims, see back)

YES NO

28. TOTAL CHARGE

\$ 1427 00

29. AMOUNT PAID

\$ 0 00

30. Rcvd for NUCC use

31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS (I certify that the statements on the reverse apply to this bill and are made a part thereof.)

LO DO, JOSEPH

SIGNATURE ON FILE

10/04/18

ST ROSE DOMINICAN HOSPI
8280 W WARM SPRINGS RD
LAS VEGAS, NV 89113-3612

a. 1528101284 b.

33. BILLING PROVIDER INFO & PH. # (800-562-2945)

FREMONT EMERGENCY SERVICES MA
PO BOX 638972
CINCINNATI, OH 45263-8972

a. 1689013161 b. 22207P00000X