

ATTORNEY GENERAL OF THE STATE OF NEW YORK  
CONSUMER FRAUDS AND PROTECTION BUREAU

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In the Matter of

Assurance No. 24-025

**Investigation by Letitia James,  
Attorney General of the State of New York, of**

**Northwell Health, Inc.,**

Respondent.

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**ASSURANCE OF DISCONTINUANCE**

The Office of the Attorney General of the State of New York (“NYAG”) commenced an investigation pursuant to Executive Law § 63(12) and General Business Law §§ 349 and 350 into Northwell Health, Inc. (“Northwell” or “Respondent”) regarding Northwell’s practices related to Northwell’s coronavirus disease 19 (“COVID-19” or “COVID”) testing at three Northwell locations with emergency departments and associated charges for emergency department visits. This Assurance of Discontinuance (“Assurance”) contains the findings of the NYAG’s investigation and the relief agreed to by the NYAG and Respondent whether acting through its respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries (collectively, the “Parties”).

**NYAG’s FINDINGS**

**General**

1. Northwell Health, Inc. is a domestic not-for-profit corporation located at 2000 Marcus Avenue, New Hyde Park, NY 11042.

2. Northwell is a health care network with approximately 20 hospitals and more than 850 outpatient facilities. It is New York’s largest private employer and health care provider.

**Northwell’s COVID-19 Testing at Three Northwell Locations**

3. Beginning soon after the onset of the COVID-19 pandemic, in March 2020, Northwell began conducting COVID testing in its hospitals with emergency departments.

4. In April of 2021, the NYAG began an investigation into Northwell’s practices concerning COVID testing and associated billing practices in response to (a) consumer complaints concerning primarily three Northwell locations alleging that Northwell was charging for emergency department visits at those locations when individuals received only COVID tests; and (b) a March 30, 2021 New York Times article that reported that Northwell’s Lenox Health Greenwich Village location in Manhattan (which includes a full-service emergency department, a patient service center for blood collection, and an outpatient imaging center) had promoted itself as a COVID testing site and Northwell’s Huntington Hospital in Long Island had conducted drive-through COVID testing, and that both were charging individuals who received COVID tests for emergency department visits.<sup>1</sup>

5. The investigation focused on three Northwell locations with emergency departments: Lenox Hill Hospital located at 100 East 77<sup>th</sup> Street in Manhattan; Lenox Health Greenwich Village located at 30 7<sup>th</sup> Avenue in Manhattan; and Huntington Hospital located at 270 Park Avenue in Huntington, New York, on Long Island (collectively the “Three Northwell Locations”). Notably, each of the Three Northwell Locations indicated to individuals through exterior, public-facing signage that was posted during different periods of time between March 2020 and March 2021 that they were COVID testing locations.<sup>2</sup> Huntington Hospital operated a

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<sup>1</sup> <https://www.nytimes.com/2021/03/30/upshot/covid-test-fees-lenox-hill.html>

<sup>2</sup> Northwell has represented that no other Northwell locations with emergency departments had

drive-through COVID testing facility with related triage services during the early part of the pandemic (the “Huntington Location”).

6. The investigation focused on individuals who visited one of the Three Northwell Locations and were documented as receiving a COVID test, who may have also received routine triage and evaluation for COVID symptoms, who were not subsequently admitted for further treatment, and for whom Northwell issued standard emergency department charges. Some individuals reported that they went to the Three Northwell Locations solely for the purpose of getting COVID tests, not other emergency department services. The investigation was not focused on individuals who went to the emergency department seeking treatment for COVID-related symptoms and received care and treatment related to COVID, as well as individuals who sought emergency department care for injuries and non-COVID related illnesses. The individuals at issue are referred to herein as “Testing Individuals.”

7. The NYAG reviewed data and information from March 2020 to April 2021 pertaining to the Three Northwell Locations. During that timeframe, there were more than 30,000 Testing Individuals at the Three Northwell Locations.

8. Northwell reported that Testing Individuals who presented for COVID testing at the Three Northwell Locations, even if they only sought a COVID test, should have received additional services including (i) an initial interview, (ii) evaluations of their vital signs (i.e., temperature, oxygen saturation, blood pressure, and heart rate), and/or (iii) general physical examinations consisting of listening to the heart and lungs and palpating the abdomen. Some Testing Individuals reported, however, that they were only tested for COVID without receiving any such services.

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any exterior-facing signage indicating that they were COVID testing locations.

9. The Three Northwell Locations applied standard emergency department billing practices to Testing Individuals' visits. Specifically, these billing practices included charges for (i) professional services for the evaluation of a patient by a clinician; (ii) the administration of the COVID test, and (iii) an emergency department facility fee, which is a standard component of any emergency department visit intended to defray the overhead costs associated with operating an emergency department (e.g., equipment, space, support staff) not covered by the professional fees.<sup>3</sup> These emergency department charges are cumulatively higher than charges for similar services when performed in a non-hospital setting where (i) there would be no emergency department facility fee charge, and (ii) charges for professional services, as well as for administration of a COVID test, are typically lower in the aggregate, depending, in part, on contractual rates negotiated with insurers.

10. Northwell also applied an internal "claims hold" in order to prevent individuals from being billed for COVID tests and related services, consistent with state and federal law at the time. While Northwell reported that this claims hold was largely effective, it also acknowledged that there were certain instances in which the claims hold failed to prevent Testing Individuals from receiving charges for their visits to the Three Northwell Locations.

11. Despite the fact that at various periods of time the Three Northwell Locations had some interior signage and/or notices to individuals that their visits would be treated as emergency department visits, based on complaints received by the NYAG as well as the NYAG's review of Northwell's own documents and information, some Testing Individuals at

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<sup>3</sup> Associated professional service rates in the Three Northwell Locations' emergency departments averaged hundreds of dollars. Emergency department facility fee charges were approximately \$2000 and generally covered the administration of the COVID test, with the exception of a single payor that reimbursed for COVID testing at negotiated rates ranging from \$32.50 to \$222 depending on the type of test.

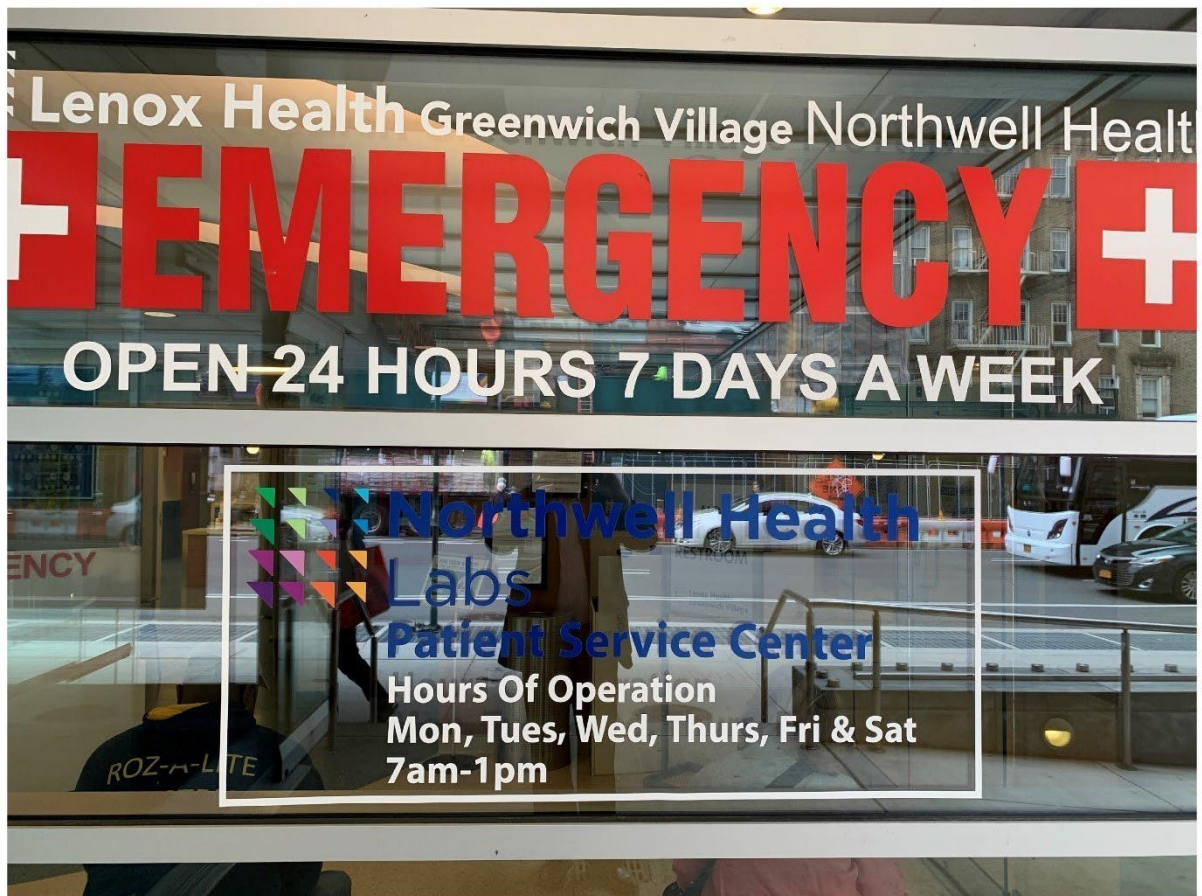
each of the Three Northwell Locations believed that they were simply receiving COVID testing and were not clearly informed that their visits would be charged as trips to emergency departments.

***Lenox Health Greenwich Village Hospital***

12. During the initial months of the pandemic, COVID testing capacity at Lenox Health Greenwich Village was limited and generally utilized only for symptomatic patients evidencing significant distress and at immediate risk of hospitalization. Testing capacity at Lenox Hill Greenwich Village began to increase in or about July of 2020.

13. Beginning on August 5, 2020 and until March 24, 2021, Lenox Health Greenwich Village posted a large banner outside of the Lenox Health Greenwich Village entrance prominently stating two times in capital letters: “COVID-19 TESTING SITE.” This sign did not mention any charges for the visit. Signs stating: “Emergency” in large red font were visible in the windows to the left and right of the entrance, and below, in blue font “Labs” and “Patient Service Center.”





14. Northwell reported that during the time that Lenox Health Greenwich Village posted the sign indicating that Lenox Health Greenwich Village was a “COVID-19 TESTING SITE,” individuals who sought COVID testing were presented with two options upon arrival. Individuals with an order for COVID testing from an appropriate health care practitioner were directed to the Northwell Core Lab Patient Service Center (“PSC”) on the premises of Lenox Health Greenwich Village, which was consistent with pre-existing Lenox Health Greenwich Village practice for anyone with an order for a laboratory test. The PSC is not part of the emergency department; accordingly, COVID tests performed at the PSC were not considered to be part of an emergency department visit and were not billed as such. Alternatively, individuals who did not have such an order were informed that they could either obtain such an order from a

health care practitioner (e.g., their primary care physician) or receive a COVID test at the emergency department. But at this time, and until late February of 2021, there was no signage anywhere indicating that receiving a COVID test at the emergency department would be billed as a visit to the emergency department.

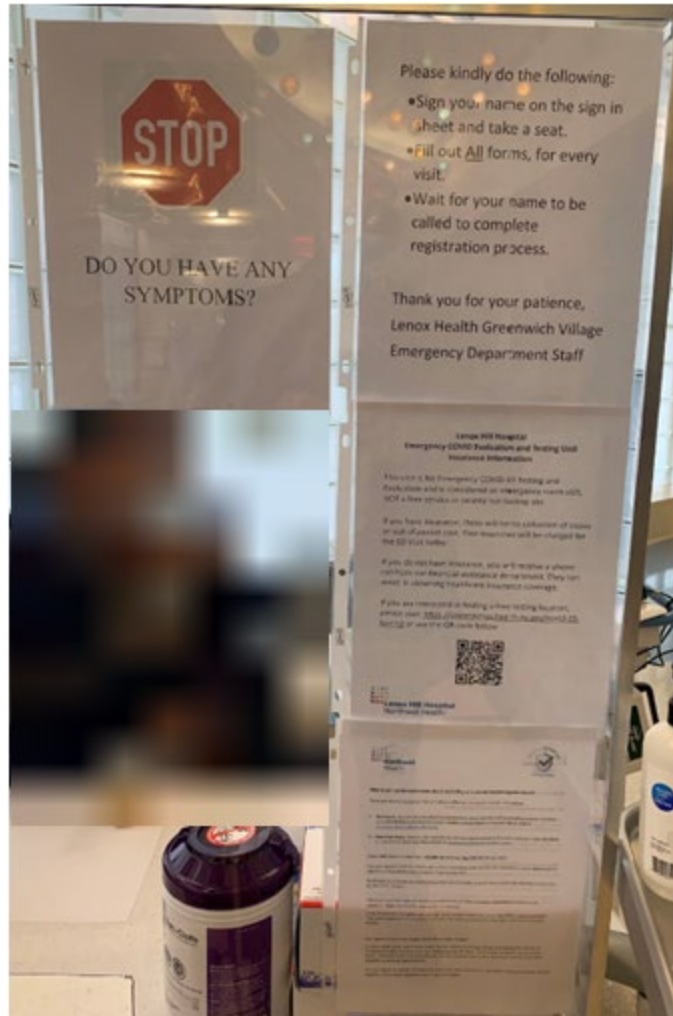
15. Northwell also reported that Lenox Health Greenwich Village asked individuals who sought COVID testing and who did not receive the testing at the PSC, but rather at the emergency department, to sign a “Consent to Admission and Treatment” form, which stated: “In compliance with EMTALA,” Lenox Health Greenwich Village “will offer Emergency [sic] medical care, *as indicated by an individual’s medical condition*, to all individuals arriving at the Northwell Health Hospital for Emergency examination or treatment without regard to the individual’s insurance status.” (emphasis added). This form did not state that the individual will be receiving emergency medical care by virtue of seeking a COVID test or that the individual will be billed for an emergency department visit as a result of receiving a COVID test. Northwell reported that beginning March 23, 2020, it instructed Lenox Health Greenwich Village emergency department registration staff to notify individuals seeking evaluation and testing for COVID that the individual’s insurer would be billed for an emergency department visit.

16. Until November 2020, Testing Individuals received their COVID tests in the main part of the Lenox Health Greenwich Village emergency department. As the incidence of COVID infections surged in New York City during the fall of 2020, however, Lenox Health Greenwich Village experienced a corresponding increase in demand for COVID testing and evaluation and sought to improve its triage capacity. Accordingly, in November 2020, it began to use a “separate patient triage area” within the emergency department, as described by Northwell, with



its own separate registration desk, for individuals seeking COVID testing who did not have, nor elected to obtain, a physician order that would permit testing at the PSC and instead were tested at the emergency department. As of January 17, 2021, all such COVID testing took place in this “separate patient triage area.”

17. According to Northwell, as a result of consumer concerns about emergency department charges for COVID testing, on February 29, 2021, Lenox Health Greenwich Village posted a sign (on standard printer paper) at the registration desk in the “separate patient triage area” for individuals seeking COVID testing that stated the following: “This visit is for Emergency COVID-19 Testing and Evaluation and is considered an emergency room visit, NOT a free service or county-run testing site. If you have insurance, there will be no collection of co-pay or out-of-pocket cost. Your insurance will be charged for the ED Visit today. If you do not have insurance, you will receive a phone call from our financial assistance department. They can assist in obtaining healthcare insurance coverage.” The sign also provided a website and QR code directing individuals to information for free testing locations. The sign was below another sign with instructions regarding the individual’s visit and above a sign with information pertaining to vaccine eligibility. The NYAG found that these statements were inadequate to cure the representations of the prominent banner outside the entrance, as evidenced by the fact that some individuals still did not understand that Lenox Health Greenwich Village considered their visit to receive a COVID test to be an emergency department visit or that it would result in emergency department charges.



18. On March 24, 2021, Lenox Health Greenwich Village removed the outdoor banner stating that it was a “COVID-19 TESTING SITE.” At that time, it also updated the notice at the registration desk for the “separate patient triage area” to state: “emergency room visit, NOT a Free Service” (emphasis reflecting Lenox Health Greenwich Village’s presentation).

19. In total, Lenox Health Greenwich Village saw more than 10,000 Testing Individuals during the relevant period of time.

20. On April 24, 2021, one month after the outdoor signage promoting COVID-19 testing was removed, Lenox Health Greenwich Village changed the signage at the registration

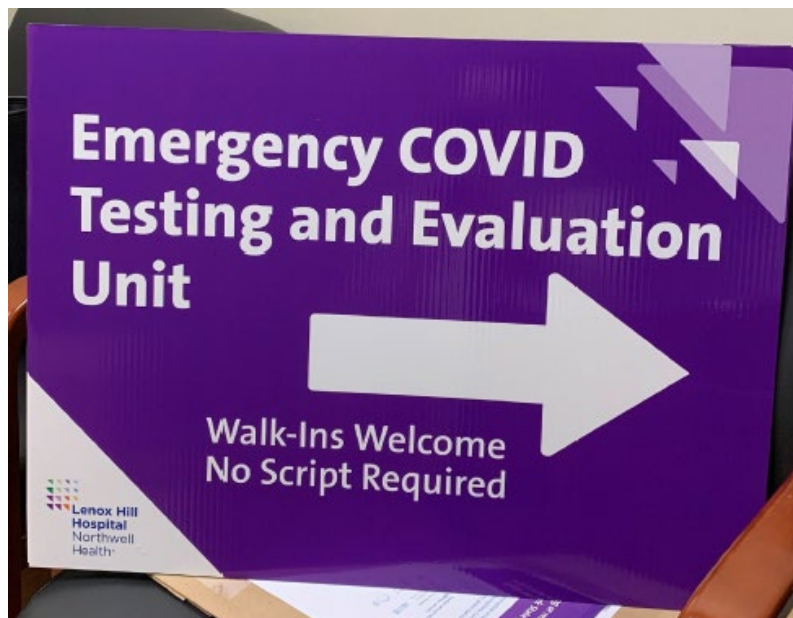
desk and also introduced a larger sign at the entrance of the separate COVID testing triage area to state in large font with a red background: “! ATTENTION Need a COVID-19 test?” In smaller font, the signs stated: “If you’ve come to the emergency department only to receive a COVID-19 test and do not have COVID-19 symptoms, you should not be tested in the emergency department and should seek testing at a designated testing site.” And in still smaller font: “Please note: By choosing to receive your COVID-19 test in the emergency department, you will then be considered a patient of the emergency department. It’s the law that emergency department patients receive a clinical examination by an emergency medicine provider as a normal part of care. This will mean your insurance will be billed at emergency department rates.”

### ***Lenox Hill Hospital***

21. As with Lenox Health Greenwich Village, Lenox Hill Hospital had limited testing capacity during the early months of the pandemic, which then increased. Because of high demand for COVID testing in New York and the resulting influx of individuals to Lenox Hill Hospital, and in an effort to triage care among the range of people coming to the hospital, including to reduce the risk of COVID infection spreading to Lenox Hill Hospital patients and staff, on November 24, 2020 Lenox Hill Hospital created a dedicated triage area reserved for COVID testing, located within the main triage area of the emergency department area, while non-COVID-related triage was moved to a separate area.

22. During the period from November 24, 2020 to March 29, 2021, Lenox Hill Hospital placed a sign on a tripod outside on the sidewalk at the entrance to the emergency department at East 77<sup>th</sup> Street, stating in large font: “Emergency COVID Testing and Evaluation Unit” and in smaller font: “Walk-Ins Welcome” and “No Script Required.” A large arrow

pointed toward the triage area where Lenox Hill Hospital was conducting COVID testing and evaluation in order to direct individuals seeking COVID testing, and to ensure that such individuals did not inadvertently enter locations intended for people seeking outpatient services or pre-surgical testing that were near to the second triage area.



23. As of March 30, 2021, Lenox Hill Hospital relocated the sign within the interior vestibule of the emergency department entrance, immediately before the triage area, so as to help direct individuals who had already entered the building to the triage location.

24. Beginning on November 24, 2020, once Lenox Hill Hospital posted the outdoor sign near the emergency department stating that it was an “Emergency COVID Testing and Evaluation Unit” and telling individuals that walk-ins were welcome with no prescription required, Lenox Hill Hospital had individuals who sought COVID testing there sign a “Consent for Emergency COVID-19 Testing and Evaluation” form upon arrival at the triage testing location. That form began with the authorization for individuals’ insurance carriers to be billed for services rendered and subsequently stated: “I understand and agree that my visit is for emergency COVID-19 testing and evaluation, and is considered an emergency room visit, NOT

a free service or county-run testing site.” The NYAG found that, notwithstanding these disclosures, which were subsequent to the prominent signage indicating that Lenox Hill Hospital was providing COVID testing without prescriptions, some Testing Individuals did not understand that the encounter would be considered and billed as an emergency department visit.

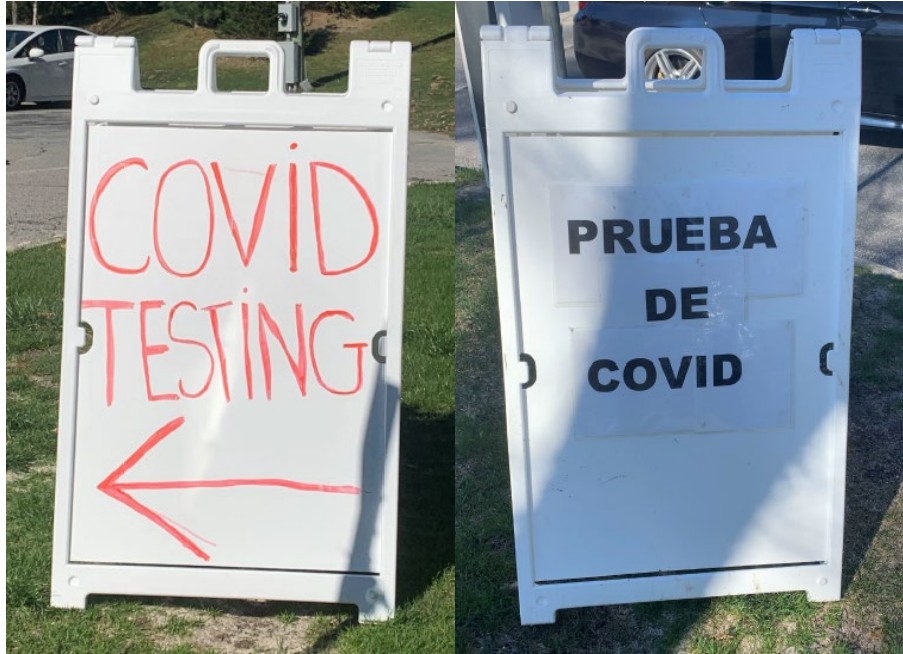
25. In total, Lenox Hill Hospital saw more than 12,000 Testing Individuals during the relevant time period.

26. Beginning on April 14, 2021, Lenox Hill Hospital provided additional clarification regarding the billing practices related to COVID testing in the form of a new sign and tear-away handouts. These materials both stated similar information – one stated in large font with a red background: “! ATTENTION Need a COVID-19 test?”; in smaller font: “If you’ve come to the emergency department only to receive a COVID-19 test and do not have COVID-19 symptoms, you should not be tested in the emergency department and should seek testing at a designated testing site.”; and in still smaller font: “Please note: By choosing to receive your COVID-19 test in the emergency department, you will then be considered a patient of the emergency department. It’s the law that emergency department patients receive a clinical examination by an emergency medicine provider as a normal part of care. This will mean your insurance will be billed at emergency department rates.” It is unclear, however, where the signage was displayed or where the handouts were located.

### ***Huntington Hospital***

27. Beginning on March 17, 2020, Huntington Hospital established the Huntington Location, which initially was designed to triage patients and subsequently began offering drive-through COVID testing. It was located in the driveway of the main entrance to the Huntington Hospital emergency department and continued to operate until at least November 12, 2020.

28. During this time, Huntington Hospital placed an A-frame sign either in the parking lot or on the road, depending on the traffic at the site, stating “COVID TESTING” along with an arrow to direct cars. Another sign in Spanish read “PRUEBA DE COVID”.




29. Individuals who visited the Huntington Location could receive COVID tests and be evaluated for COVID symptoms while they remained in their cars. Given the surge of patients during the first wave of COVID in New York, the Huntington Location was designed to offer individuals COVID testing in their cars.

30. According to Northwell, security guards were stationed in the parking area to direct individuals who arrived in their vehicles to either the Huntington Location for COVID testing or the primary emergency department (depending on the individual’s apparent needs).

31. During this period of drive-through COVID testing, the Huntington Location saw more than 8,000 and up to 12,000 Testing Individuals.

32. From June 8, 2020 to November 12, 2020, individuals seeking drive-through COVID testing received a handout from a security guard stating: “This is an emergency room

visit and NOT a free service or county-run testing site.” The handout also noted that no prescription was needed and provided instructions about the hours, turnaround time for results, and how to get the results. This handout was only in English.<sup>4</sup> Regardless of the disclosure in this handout, given the signage directing individuals for COVID testing and the circumstances of the drive-through COVID testing that varied from, and are not typical of, a visit to the emergency department, some Testing Individuals still did not understand that their visit to receive a COVID test would be considered and billed as an emergency department visit.



**Welcome to Huntington Hospital's  
Emergency Department**

- Drive up hours 8a – 6p (No appointment necessary)  
(Please note on busy days wait times can exceed 3 hours)
- Turn around time for Results = 24 – 48 hours
- This is an emergency room visit and NOT a free service or county run testing site. ( If you are interested in county or free testing, see below) \*
- You must be at least 18 years or older to consent for a swab and MUST have a parent or guardian present if you are under 18
- Results will be texted or emailed (depending on which you provide)

\*<https://coronavirus.health.ny.gov/covid-19-testing>

5/8/2020

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<sup>4</sup> The handout changed slightly over time, but the operative content remained the same.

33. From March 17, 2020 to June 7, 2020, individuals at the Huntington Location did not receive the handout indicating that their visit for a drive-through COVID test would be billed as an Emergency Department visit.

**Northwell's Claims Hold Failed to Prevent Erroneous Billing and/or Collection of Payments Associated with COVID Testing in Some Instances**

34. New York and Federal law prohibited health plans from assessing cost-sharing for diagnostic COVID tests and related services provided in furtherance of and for the purpose of diagnosis or treatment of COVID-19 during the federal COVID-19 Public Health Emergency.<sup>5</sup>

35. Likewise, to the extent that Northwell sought reimbursement either for COVID testing or for testing-related items, care, or treatment for a positive diagnosis of COVID for uninsured individuals through the COVID Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program, Northwell was prohibited from engaging in balance billing or charging any type of cost sharing to individuals for those services.<sup>6</sup>

36. To comply with the special COVID balance-billing restrictions, Northwell reported that it instituted administrative procedures to prevent individuals from receiving bills for such tests and services, including a “claims hold” in the applicable billing systems to prevent bills for applicable individual cost-share obligations from being sent to the individual. Northwell reported that it designed its “claims hold” to suppress bills broadly, including to any individuals

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<sup>5</sup> New York State Department of Financial Services Regulation (57th Amendment to Regulation 62); Families First Coronavirus Response Act (FFCRA) § 6001; Coronavirus Aid, Relief, and Economic Security Act (CARES Act) § 3201. The federal COVID-19 Public Health Emergency ended on May 11, 2023.

<sup>6</sup> See Terms and Conditions for Participation in the HRSA COVID-19 Claims Reimbursement to Health Care Providers and Facilities for Testing, Treatment, and Vaccine Administration for the Uninsured Program, <https://www.hrsa.gov/sites/default/files/hrsa/provider-relief/uninsured-program-terms-conditions-6-21.pdf>, at 5.



who underwent COVID testing regardless of whether the individual received evaluation and treatment for other conditions, such as a patient entering the emergency department with injuries from a car accident, that would have made billing the patient appropriate.

37. Northwell's records indicate that while this process was effective in a high percentage of cases at the Three Northwell Locations, in response to the NYAG's investigation Northwell discovered that there were still thousands of instances when individuals presenting to the Three Northwell Locations were inadvertently billed or otherwise remitted payment for COVID tests and/or related services or visits.

38. Through Northwell's inquiry into the instances where individuals remitted payment for COVID tests and/or related services despite the claims hold, Northwell determined that, in certain instances, (i) individuals paid out-of-pocket amounts at the point of service (sometimes an emergency department registration clerk, despite instructions to the contrary, collected the standard emergency department cost-share cited in an individual's insurance card), (ii) individuals made unsolicited, voluntary payments upon receiving an explanation of benefits remittance from insurers that incorrectly adjudicated a balance due, or (iii) bills were issued as a result of technical, inadvertent errors in the way that the encounter was coded or the hold was monitored and enforced.

39. Notwithstanding its billing edit, Northwell sent bills to many more individuals, who did not end up making payments.

40. As a result of the NYAG's investigation, Northwell identified and reported to the NYAG that, applying a similarly broad approach to identifying refund-eligible accounts and issuing refunds as it did to designing the claims hold, it received payments from 3,089 individuals for encounters that included COVID testing and/or related services, visits, or

treatment performed at one of the Three Northwell Locations between March 9, 2020 and April 21, 2021 and issued corresponding refunds to 2,048 individuals in the amount of \$400,164.29.

41. Upon further review by Northwell, it was determined that only 559 of the 2,048 refunds issued, totaling \$81,761.46, were associated with encounters that were subject to the applicable COVID balance-billing restrictions (each such encounter a “Refund Eligible Encounter”), and were thus required to comply with the federal and state balance billing prohibitions. The remaining 1,489 refunds, totaling \$318,402.83, were a result of its broad refund approach.

42. Of the 559 Refund Eligible Encounters, 30 were referred to collections, yielding \$4,610.67 in total collections, all of which has been refunded in full. Northwell did not report any referred amounts or patients to credit agencies.

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43. The NYAG finds that Northwell’s actions at the Three Northwell Locations are in violation of Executive Law § 63(12) and General Business Law §§ 349 and 350, and that the Three Northwell Locations’ subsequent handouts or signage asserting that COVID testing was actually a visit to the emergency department do not, and cannot, cure initial misrepresentations regarding the nature of the COVID testing in violation of Executive Law § 63(12) and General Business Law §§ 349 and 350.

44. Northwell neither admits nor denies the NYAG’s Findings, paragraphs 1-43 above.

45. Northwell has agreed to this Assurance in settlement of the NYAG’s Findings described above and to avoid the time, expense, and distraction of litigation.

46. The NYAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the NYAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Executive Law § 63(12) and General Business Law §§ 349 and 350 based on the conduct described above.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the Parties:

**RELIEF**

47. Northwell shall not engage, or attempt to engage, in conduct in violation of any applicable laws, including but not limited to Executive Law § 63(12) and General Business Law §§ 349 and 350.

48. Programmatic Relief. To the extent that Northwell continues to offer or administer COVID tests in its emergency departments, Northwell shall not use misleading, public, exterior signage advertising its emergency departments as COVID testing sites. Within thirty (30) days of, and for three (3) years following, the Effective Date, Northwell shall conspicuously disclose via signage in its emergency departments, or via a standalone paper form provided prior to or at registration and, in any case, prior to performing the COVID test, that provision of a COVID test in an emergency department will incur charges for (i) the COVID test, (ii) associated professional services, and (iii) an emergency department facility fee, and shall also post on a publicly accessible website, the cash price for receiving a COVID test in its emergency departments, inclusive of all charges. The text of the sign and the website posting shall be agreed upon by Northwell and the NYAG. Northwell reserves the right to revise the text of the sign or the website posting to comply with applicable law in the event that (i) it is advised by any governmental agency or any accrediting body that the existing sign or website posting do

not comply with applicable law, or (ii) Northwell independently determines that revisions are necessary to comply with applicable law. Any such revisions shall be agreed upon by Northwell and the NYAG.

49. Monetary Relief

a. *Penalties:*

i. Northwell shall pay to the State of New York \$650,000 in penalties.

Payment shall be made in full upon the Effective Date. Payment shall be made by wire transfer in accordance with the instructions provided by the NYAG.

ii. Northwell shall pay to the State of New York a stipulated penalty of \$5,000 for each and every default in the performance of any obligation required by this Assurance occurring after the Effective Date of the Assurance.

b. *Restitution:*

i. Northwell certifies that, as of the Effective Date, it has issued refunds for all Refund Eligible Encounters; accordingly the amount that Northwell has refunded individuals as described in paragraph 41 shall be considered full restitution. Northwell shall, within sixty (60) days of the Effective Date, notify all individuals who made payments in connection with Refund Eligible Encounters that Northwell has issued refunds and the reasons for the refund. The text of the notification shall be agreed upon by Northwell

and the NYAG. The notice will be provided to such individuals at their last known address and via e-mail, if available.

- ii. To the extent that Northwell identifies additional payments associated with Refund Eligible Encounters subsequent to the Effective Date, it shall issue any required refunds within thirty (30) days of identification to the relevant individuals (the “Affected Individuals”) in the form of (i) a check, or (ii) a refund to the Affected Individual’s credit card, along with a notice explaining the reason for the refund. The text of the notification shall be agreed upon by Northwell and the NYAG.
- iii. When issuing restitution for additional Refund Eligible Encounters via check, Northwell shall send the checks by regular mail to the last known address of each Affected Individual, and it shall make reasonable efforts to ensure receipt of the restitution checks by each Affected Individual, which shall include but not be limited to contacting the United States Post Office for a possible forwarding address. Restitution checks shall be mailed in compliance with all existing Northwell privacy procedures. The envelopes enclosing the notice and restitution checks must contain the words “Attorney General of the State of New York” and “Northwell Settlement.”
- iv. The restitution check shall indicate that it must be cashed within 180 days of issue. Any outstanding restitution amount on a restitution check that is not cashed within 180 days will be paid to the State of New York as an additional penalty within 210 days of issue (or reissue).

50. Oversight/Monitoring:

a. *Restitution Reporting*

- i. Northwell shall report to the NYAG any new Refund Eligible Encounters and the status of payments within 60 days of discovery, including (i) the Affected Individual; (ii) the relevant date of service; (iii) the relevant Northwell facility; (iv) the amount of payment made by each Affected Individual; (v) the date of payment made by each Affected Individual; (vi) the amount of restitution provided by Northwell to each Affected Individual; (vii) the means by which restitution was issued to each Affected Individual; (viii) the date that restitution was made to each Affected Individual; (ix) the status of the restitution efforts for each Affected Individual, and (x) if restitution was not executed, the reissue date of restitution.
- ii. The NYAG may request further, supplemental reporting regarding reissued checks or unsuccessful credit card reimbursement.

- b. *Certification of Compliance:* Northwell shall provide the NYAG with a certification affirming its compliance with the requirements set forth in this Assurance, paragraphs 48-50, to be submitted to the NYAG within 180 days following the Effective Date. This certification shall be in writing and be signed by an appropriate authorized individual on behalf of Northwell.

## MISCELLANEOUS

### Subsequent Proceedings.

51. Northwell expressly agrees and acknowledges that the NYAG may initiate a subsequent investigation, civil action, or proceeding to enforce this Assurance, for violations of the Assurance, or if the Assurance is voided pursuant to paragraph 59, and agrees and acknowledges that in such event:

- a. any statute of limitations or other time-related defenses are tolled from and after the Effective Date;
- b. the NYAG may use statements, documents or other materials produced or provided by Northwell prior to or after the Effective Date, except to the extent inadmissible pursuant to New York Civil Practice Law & Rules § 4547 or Federal Rule of Evidence 408;
- c. any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Northwell irrevocably and unconditionally waives any objection based upon personal jurisdiction, inconvenient forum, or venue;
- d. evidence of a violation of this Assurance shall constitute prima facie proof of a violation of the applicable law pursuant to Executive Law § 63(15).

52. Acceptance of this Assurance by the NYAG is not an approval or endorsement by NYAG of any of Northwell's policies, practices or procedures, and Northwell shall make no representation to the contrary.

53. If a court of competent jurisdiction determines that Northwell has violated the Assurance, Northwell shall pay to the NYAG the reasonable cost, if any, of obtaining such

determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance:

54. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of wrongdoing or liability by Northwell. Nothing in this Assurance shall be deemed a waiver of any rights or claims by any other party that may be impacted by the contents of this Assurance.

55. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of Northwell. Northwell shall include in any such successor, assignment, or transfer agreement a provision that binds the successor, assignee or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the NYAG.

56. Nothing contained herein shall be construed as to deprive any person of any private right under the law.

57. Any failure by the NYAG to insist upon the strict performance by Northwell of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the NYAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by Northwell.

Communications:

58. All notices, reports, requests, and other communications pursuant to this Assurance must reference Assurance No. 24-025, and shall be in writing and shall, unless



expressly provided otherwise herein, be given by hand delivery, express courier, or electronic mail at an address designated in writing by the recipient, followed by postage prepaid mail, and shall be addressed as follows:

If to Northwell, to: Laurence Kraemer, or in his absence, to the person holding the title of General Counsel & Chief Legal Officer.

If to the NYAG, to:

Office of the Attorney General of the State of New York  
Bureau of Consumer Frauds and Protection  
28 Liberty Street, 20th Floor  
New York, NY 10005  
Attn: Christian Reigstad, Assistant Attorney General

or in his absence, to the person holding the title of Bureau Chief, Bureau of Consumer Frauds and Protection.

Representations and Warranties:

59. The NYAG has agreed to the terms of this Assurance based on, among other things, the representations made to the NYAG by Northwell and its counsel and the NYAG's own factual investigation as set forth in Findings, paragraphs 1-43 above. Northwell represents and warrants that neither it nor its counsel has made any material representations to the NYAG that are inaccurate or misleading. If any material representations by Northwell or its counsel are later found to be inaccurate or misleading, this Assurance is voidable by the NYAG in its sole discretion.

60. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Northwell in agreeing to this Assurance.

61. Northwell represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved and execution of this Assurance by the signatory below is duly authorized.

General Principles:

62. Nothing in this Agreement shall relieve Northwell of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

63. Northwell agrees not to take any action or to make or permit to be made any public statement denying, directly or indirectly, the propriety of the Assurance. This paragraph shall not (i) preclude Northwell from acknowledging that, by entering the Assurance, it did not admit to the NYAG's Findings and entered the Assurance to avoid the time and expense of litigation, (ii) affect Northwell's testimonial obligations, or (iii) affect Northwell's right to take legal or factual positions in response to, or defense of, any inquiry, audit, litigation or other proceedings, including, without limitation, any inquiry or action brought by an individual, entity, or governmental authority.

64. Nothing contained herein shall be construed to limit the remedies available to the NYAG in the event that Northwell violates the Assurance after its Effective Date.

65. This Assurance may not be amended except by an instrument in writing signed on behalf of the Parties to this Assurance.

66. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

67. Northwell acknowledges that it has entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

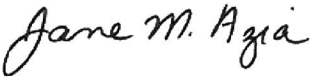
68. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.


69. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

70. This Assurance may be executed in multiple counterparts by the parties hereto. All counterparts so executed shall constitute one agreement binding upon all parties, notwithstanding that all parties are not signatories to the original or the same counterpart. Each counterpart shall be deemed an original to this Assurance, all of which shall constitute one agreement to be valid as of the Effective Date of this Assurance. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

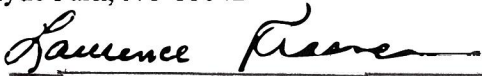
71. The Effective Date of this Assurance shall be April 12, 2024.

LETITIA JAMES  
Attorney General of the State of New York  
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By:   
Laurence Kraemer  
General Counsel & Chief Legal Officer