

IN THE CIRCUIT COURT OF HARRISON COUNTY, WEST VIRGINIA

DOCTORS SPECIALTY CARE, LLC,

Plaintiff,

v.

Civil Action No. 20-C-196-2

THE HEALTH PLAN OF WEST VIRGINIA, INC.,

Defendant.

**COMPLAINT**

1. The plaintiff, Doctors Speciality Care, LLC, is a West Virginia limited liability company, with its principal place of business in Harrison County, West Virginia.

2. Upon information and belief, the defendant, The Health Plan of West Virginia, Inc., is a West Virginia corporation, doing business in various West Virginia counties, including, but not limited to, Harrison County, West Virginia.

3. Upon information and belief, the defendant, The Health Plan of West Virginia, Inc., was formerly known as The Health Plan of the Upper Ohio Valley, Inc., with the change of name effective as of January 17, 2017.

4. The defendant, The Health Plan of West Virginia, Inc., is a health insurance corporation offering to contract with employers, individuals, unions, trusts, associations, partnerships and other organizations to provide prepaid comprehensive health care plans to their employees, members or participants.

5. Upon information and belief, the defendant, The Health Plan of West Virginia, Inc., operates under the trade name of "The Health Plan".

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6. The plaintiff, Doctors Speciality Care, LLC, entered into a contractual relationship with the defendant, The Health Plan of West Virginia, Inc., to provide certain medical services to members of the defendant, The Health Plan of West Virginia, Inc.

7. The contractual agreement between the plaintiff and the defendant is entitled "Physician Agreement" and was entered into by the parties with an effective date of July 7, 2015 with a one year term.

8. The express and unambiguous terms of the Physician Agreement provide that the agreement was automatically renewed for additional one year terms, on the same terms and conditions absent written notice given by either party at least ninety (90) days prior to the renewal date.

9. The Physician Agreement provides that any termination of the Physician Agreement shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

10. In accordance with the Physician Agreement, the plaintiff provided medical services to members of the defendant.

11. The defendant, The Health Plan of West Virginia, Inc., benefitted from the services provided to its members by the plaintiff, Doctors Speciality Care, LLC.

12. The express and unambiguous provision of the Physician agreement require the defendant to compensate the plaintiff for the medical services provided to the members of the defendant.

13. The defendant has failed and/or refused to compensate the plaintiff pursuant to the terms of the Physician Agreement for the services rendered.

14. The defendant, The Health Plan of West Virginia, Inc., breached the physician agreement by its failure to pay the plaintiff in accordance with the terms of the agreement.

15. The defendant, The Health Plan of West Virginia, Inc., terminated the physician agreement with the plaintiff on or about July 7, 2018.

16. As a direct and proximate result of the breach of the contractual agreement, as well as, the refusal of the defendant to compensate for services performed, the plaintiff, has been, and continues to be, damaged.

17. The Circuit Court of Harrison County, West Virginia has original and general jurisdiction with respect to this civil action pursuant to West Virginia Code §55-2-2(b) as the amount in controversy, excluding interest, exceeds \$7,500.00.

#### **COUNT I**

##### **Breach of Contract**

18. The plaintiff realleges each and every allegation herein above set forth in paragraphs 1 through 17 as if each such allegation were set forth verbatim herein.

19. The failure and/or refusal to pay the plaintiff by the defendant is a breach of the Physician Agreement by the defendant.

20. The defendant breached the duty of good faith and fair dealing owed to the plaintiff by the wrongful refusal to pay for services performed in accordance with the Physician Agreement.

21. The breach of contract and breach of the duty of good faith and fair dealing by the defendant, was the direct and proximate cause of damage to the plaintiff.

## **Count II**

### **Violation Of Prompt Pay Act**

22. The plaintiff realleges each and every allegation herein above set forth in paragraphs 1 through 21 as if each such allegation were set forth verbatim herein.

23. West Virginia Code §33-45-1, et seq. Entitled the "Ethics and Fairness in Insurer Business Practices" requires the defendant to pay the plaintiff within certain time periods.

24. The defendant failed and/or refused to comply with the provisions of West Virginia Code §33-45-1, et seq. in various ways including, but not limited to, the failure and/or refusal to timely pay the plaintiff for services performed.

25. The breach of the provisions of West Virginia Code §33-45-1, et seq. by the defendant is and continues to be the proximate cause of damage and injury to the plaintiff.

26. West Virginia Code §33-45-3 provides that the plaintiff is entitled to file this action and recover its actual damages which includes, but is not limited to, attorney fees and costs as well as interest from the defendant.

27. As a proximate result of the acts, conduct and omissions of the defendant, in violation of West Virginia Code §33-45-1, et seq. the plaintiff has suffered and continues to suffer injury and damage.

**WHEREFORE**, the plaintiff, Doctors Speciality Care, LLC, demands judgment against the defendant, in an amount to be determined at the trial of this matter, including but not limited to, the value of services provided, pre and post-judgment interest, attorneys' fees and costs.

**THE PLAINTIFF DEMANDS A TRIAL BY JURY.**



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