

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

SUPERIOR COURT
DEP'T OF THE TRIAL COURT
Civil Action No. 2284CV02840

In the Matter of Health E Systems, LLC.

ASSURANCE OF DISCONTINUANCE
PURSUANT TO M.G.L. CHAPTER 93A, § 5

I. Introduction

The Office of Attorney General Maura Healey (“AGO”), pursuant to G.L. c. 93A §§ 2 & 4 and other applicable provisions, is reviewing instances where the sale of prescription drugs under the workers’ compensation system exceeds the amounts that applicable regulations allow for payment/claims (“the Investigation”). As part of this review, the AGO has reviewed workers’ compensation transactions for prescription drugs involving Health E Systems, LLC (“Healthesystems”), among others. The AGO alleges that Healthesystems in some instances paid/claimed more on certain prescriptions than is lawfully allowed under the Massachusetts workers’ compensation system. These alleged incidents of mispricing involved prescriptions for employees of public and/or private entities who were obtaining their prescriptions for work-related injuries at CVS, Walgreens, Rite Aid and other pharmacies in Boston and other MA locations.

Healthesystems, which cooperated with the Attorney General’s Office in this review, accepts this Assurance of Discontinuance ("Assurance") on the terms and conditions contained herein, without admitting any facts, liability or wrongdoing, in the interest of resolution of this

matter and for settlement purposes only. This Assurance is made without trial or adjudication of any issue of fact or of law.

II. Terms of the Assurance of Discontinuance

1. Healthesystems shall make a payment totaling \$275,000, which may be used by the AGO in its sole discretion for education, consumer outreach, amelioration of consumer harm, and/or support for public interest programs and efforts regarding workers' compensation insurance, work-place injury prevention, rehabilitation, and prescription choices and management. The payment shall be made to the AGO in accordance with check or wiring instructions provided by the AGO, and shall be delivered within ten (10) business days of the AGO providing such instructions.

2. It is Healthesystems' view that materials and information provided to the AGO as part of this investigation and during the implementation of this Assurance constitute confidential commercial and trade secret information and have been or are provided pursuant to M.G.L. c.93A, §6 and thus are subject to the protections of M.G.L. c. 93A, § 6(6) and that by providing such information to the AGO, Healthesystems has not and will not waive any rights that Healthesystems may have to protect its information.

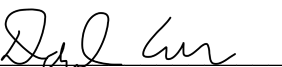
3. This Assurance is not intended to impair any right of action that Healthesystems may have against any other person or entity, or any right of action that any person or entity other than the AGO might have against Healthesystems. Healthesystems expressly denies any liability or wrongdoing related to this matter and neither the terms of this Assurance nor the payment of any money hereunder shall be an admission of any wrongdoing or an admission to the allegations in this Assurance.

4. Any funds or portion of funds paid under this Assurance may, at the discretion of the AGO, if not otherwise obligated, encumbered, or expended by February 1, 2023, be directed to the Treasurer for deposit in the General Fund, and the AGO may designate a portion of such funds as pertaining to attorneys' fees and costs, in its sole discretion.

5. This Assurance may be modified or supplemented only by a written document signed by both parties. Healthesystems shall comply with the terms of this Assurance, and the AGO by signing waives any civil action or proceeding that the AGO might otherwise bring against Healthesystems for acts by Healthesystems prior to the date of this Assurance relating to the Investigation. The terms of this Assurance may be enforced by the AGO in a civil action or proceeding pursuant to G.L. c. 93A, § 5.

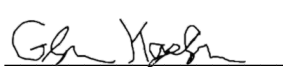
Respectfully Submitted:

FOR: Health E Systems, LLC.

By: 

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FOR: Attorney General, Maura Healey

By: 

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Dated: 11/30/2022

Dated: 12/15/2022