

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT  
CIVIL ACTION NO.

COMMONWEALTH OF MASSACHUSETTS,

Plaintiff,

v.

TUFTS ASSOCIATED HEALTH PLANS, INC.,  
TUFTS ASSOCIATED HEALTH MAINTENANCE  
ORGANIZATION, INC., AND TUFTS INSURANCE  
COMPANY,

Defendants.

RECEIVED

FEB 27 2019

SUPERIOR COURT-CIVIL  
MICHAEL JOSEPH DONOVAN  
CLERK/MAGISTRATE

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

**I. INTRODUCTION**

1. The Commonwealth of Massachusetts, through the Office of the Attorney General ("AGO"), conducted an investigation into certain acts and practices of certain health plans doing business in Massachusetts, including THP (as defined below), concerning Behavioral Health Care services (the "Investigation").

2. In lieu of litigation, the AGO and THP agree to enter this Assurance of Discontinuance ("AOD") on the terms and conditions contained herein, pursuant to G.L. c. 93A, § 5.

3. THP voluntarily enters into this AOD with the AGO.

## II. DEFINITIONS

1. "Audit" shall mean the processes outlined in Section V(A)(2)(c) of this AOD.
2. "Behavioral Health" or "Behavioral Health Care" shall mean the diagnosis, prevention, treatment, cure, or relief of a behavioral health, substance use disorder, or mental health condition, illness, injury, or disease.
3. "Behavioral Health Care Provider" shall mean a Health Care Professional licensed, accredited, or certified to provide Behavioral Health Care as the primary purpose of his or her practice in the case of a Health Care Professional or a Facility that primarily provides Behavioral Health Care.
4. "Behavioral Health Care Provider Directory" shall mean any Provider Directory, or Directory listings, identifying Behavioral Health Care Providers.
5. "Clearly and Conspicuously" shall mean that the disclosure is of such size, color, or contrast as to be readily noticed and understood by a reasonable person to whom it is being disclosed.
6. "Contracted Entity" shall mean the legal entity or entities that contract directly with THP on behalf of itself and its Providers.
7. "Designated Contact" shall mean the individual or department(s) designated by a Contracted Entity to receive standard notifications from THP on behalf of all of its contracted Providers, including notices for enrollment and verification of Provider Directory information.
8. "Designated Recipient(s)" shall mean THP's Member and Provider customer service departments and Provider network contracting department; and any personnel dedicated to receiving communications concerning Provider Directory inaccuracies through the reporting

mechanisms required in Section V(A)(1)(b)(iii) or designated to receive information through the Provider Outreach described in Section V(A)(1)(d).

9. "Directory Attestation" shall mean the written or electronic confirmation provided by a Health Care Professional (or through his or her Designated Contact) that the information listed in Section V(A)(2)(b) has been reviewed, updated as necessary, and confirmed as accurate.

10. "Effective Date" shall mean ninety days from the date this AOD is fully executed by the parties.

11. "Facility" shall mean any health care setting located and licensed in Massachusetts, including, but not limited to, hospitals and other licensed inpatient centers, ambulatory surgical or treatment centers, skilled nursing centers, residential treatment centers, diagnostic, laboratory and imaging centers, and rehabilitation and other therapeutic health settings.

12. "Health Care Professional" shall mean any individual physician or other health care practitioner licensed, accredited, or certified in Massachusetts to perform services for the diagnosis, prevention, treatment, cure, or relief of a physical health or Behavioral Health condition, illness, or injury and who provides such services in Massachusetts.

13. "Practice Location" means the physical address(es) where a Health Care Professional or his or her Designated Contact reports that the Health Care Professional provides health care services.

14. "Provider" shall mean a Health Care Professional or Facility.

15. "Provider Directory" or "Directory" shall mean any grouping, compilation, or listing identifying in-network Providers that THP provides or makes available (directly or indirectly) to THP Members, Providers, or the public-at-large, electronically or in paper format.

16. "THP" shall mean collectively Tufts Associated Health Plans, Inc., Tufts Associated Health Maintenance Organization, Inc. and Tufts Insurance Company, including their officers, directors, and employees.

17. "THP Member" or "Member" shall mean an individual who is a Massachusetts resident or member of a group located in Massachusetts enrolled in (i) a fully-insured commercial individual policy of accident and/or sickness insurance offered by THP, (ii) a fully-insured commercial group or blanket policy of accident and/or sickness insurance offered by THP, (iii) a fully-insured commercial health maintenance contract pursuant to which THP provides health care coverage, or (iv) any Group Insurance Commission commercial plan administered by THP.

### **III. AGREED-UPON STATEMENT OF FACTS**

1. As one resource available to help THP Members access health care services, THP publishes and maintains online Provider Directories that identify information such as the phone numbers and addresses of Providers, whether Health Care Professionals are available to see new patients, and whether the Providers are "in network" for a THP Member's plan.

2. Prospective Members may refer to Provider Directories to review whether their current Providers are in THP's networks before enrolling in a THP plan. Current Members may also refer to Provider Directories to select and/or contact Providers for themselves and their families when considering or seeking to obtain in-network Provider services.

### **IV. ALLEGED VIOLATIONS**

1. The Commonwealth contends that THP has violated G.L. c. 93A by publishing and maintaining Provider Directories that are materially inaccurate in ways that harm consumers. The Commonwealth contends, for example, that these Provider Directories in some instances:

a. do not accurately reflect certain Health Care Professionals' availability to see new patients for outpatient services;

b. contain inaccurate contact information for Providers, which may hinder THP Members' ability to access these Providers for services; and

c. list Health Care Professionals at locations where they do not actually provide health care services, which could lead THP Members to believe that they have greater geographic access to Health Care Professionals than is actually the case.

2. THP denies the Commonwealth's allegations; maintains that it is compliant with all of its obligations under the law; and states that it has not engaged in any unfair or deceptive practices or otherwise violated c. 93A. THP further states that it employs, and has employed, reasonably diligent processes and procedures to update and maintain its Provider Directories based on information supplied by contracted Providers in accordance with Providers' contractual requirements to provide such information to THP. Finally, THP states that it has and continues to maintain adequate provider networks in accordance with the regulatory requirements promulgated by the Commonwealth's Division of Insurance ("DOI"), and has engaged in a variety of steps to facilitate its Members' access to such networks, including, with respect to Behavioral Health Care in particular, by offering Members personalized assistance in helping to locate Behavioral Health Care Providers.

3. The AGO and THP agree that nothing contained in this AOD shall expressly or by implication constitute an admission of any wrongdoing by THP.

## V. ASSURANCES

### A. Provider Directories and Networks

#### 1. All Provider Directories

a. Generally. THP shall comply, or continue to comply, with all applicable Federal and Massachusetts laws and regulations pertaining to Provider Directories and Provider network adequacy now in effect or later enacted. Additionally, THP shall, as applicable, comply or continue to comply with the Assurances set forth in this Section.

b. Provider Directory Contents. THP's Provider Directories shall:

i. Clearly and Conspicuously disclose the date on which any electronic Directory was last updated, and the date of issue of any paper Directory.

ii. Clearly and Conspicuously state in the electronic Provider Directory which Health Care Professionals have indicated, directly or through a Designated Contact, that they are "accepting new patients."

iii. Clearly and Conspicuously describe how consumers should report Provider Directory inaccuracies, including by providing a customer service telephone number and an email address and/or electronic link that Members may use to notify THP of inaccurate Provider Directory information.

iv. Clearly and Conspicuously provide notice to consumers that they may file complaints relating to Provider Directory inaccuracies or Provider network access issues to the DOI, including the contact information and method for filing such a complaint with DOI.

v. If applicable, Clearly and Conspicuously disclose (1) when information in an electronic Provider Directory has been designated "unverified" pursuant to

Section V(A)(1)(c)(iv) of this AOD, and (2) an explanation that "unverified" information may not be current because updated information is not yet available.

vi. For each Health Care Professional, (1) list only his or her Practice Locations, and (2) not list other physical addresses of a group practice unless the Health Care Professional or Designated Contact has specifically reported those addresses as locations where he or she provides health care services.

vii. If THP uses a vendor to maintain a Behavioral Health Care Provider network, Clearly and Conspicuously identify the vendor.

c. Provider Directory Updates and Corrections

i. Within thirty (30) days after the effective date of the termination of a Provider's agreement with THP, THP shall remove any applicable listing for that Provider from the Provider Directory.

ii. Within thirty (30) days of receiving notice of potentially inaccurate information in its Provider Directories through a Designated Recipient or an Audit, THP shall investigate the potential inaccuracy with appropriate diligence, seek any information necessary to correct an inaccuracy, and where updated information is obtained, update the Provider Directory within thirty days of receipt of complete information.

iii. If THP is unable to validate the accuracy of the Provider Directory listing that is the subject of the notice after a diligent investigation and/or is unable to obtain information necessary to correct the Provider Directory during the thirty day period in subsection ii, THP shall edit the Provider Directory within the thirty days that follows as provided in the following subsections iv-vi.

iv. If the potential inaccuracy relates to the physical address(es) of the Provider, the telephone number to reach the Provider and/or the plans accepted by the Provider, THP shall remove that information from the online Provider Directory in accordance with the timeline set forth in sections (ii) and (iii) above until it receives updated information, or at its option may instead designate the information as "unverified" for a period not to exceed ninety (90) days after receiving the notice of a potential inaccuracy, after which THP must remove the information until it receives updated information.

v. If the potential inaccuracy relates to whether a Health Care Professional is "accepting new patients," THP shall remove from the online Provider Directory any designation that a Health Care Professional is "accepting new patients" in accordance with the timeline set forth in sections (ii) and (iii) above and may not add back this designation until it receives confirmation from the Health Care Professional or Designated Contact that the Health Care Professional is in fact "accepting new patients."

vi. If the potential inaccuracy relates to whether a Provider is or continues to be an in-network Provider, THP shall remove the Provider listing from the online Provider Directory in accordance with the timeline set forth in sections (ii) and (iii) above until the Provider confirms in-network status.

d. Provider Outreach

i. Practice Location Remediation. Within six months of the Effective Date, THP shall review its Provider Directory, and for any Health Care Professional listed at more than three locations, shall (1) contact the Health Care Professional or the Designated Contact and request that he or she verify the physical address(es) where the Health Care Professional provides health care services and, where necessary, provide updated

information, and (2) edit the Provider Directory in accordance with Section V(A)(1)(c) above. THP shall use reasonably diligent efforts to obtain a response from the Health Care Professional (or Designated Contact).

ii. At least quarterly, THP shall contact each network Health Care Professional or Designated Contact through a targeted communication, such as an email, that has the sole focus of verifying Provider Directory information, provided that THP may make this communication through a newsletter article if the information required below is set forth Clearly and Conspicuously. In this communication, THP shall (1) request that the Health Care Professional or Designated Contact review the information listed in the Provider Directories for that individual (or, with respect to a Designated Contact, the information listed in the Provider Directory for multiple Health Care Professionals), including his or her availability to see new patients, telephone number, physical addresses and network status; (2) request that the Health Care Professional or Designated Contact verify the accuracy of the information (including whether the Health Care Professional actually provides services at each address listed in the Provider Directory), or provide any necessary updates to correct the listings; and (3) provide instructions as to how the Health Care Professional or Designated Contact should verify Provider Directory information or communicate updates. With respect to the Provider outreach described in this Paragraph, it is insufficient for THP to seek verification of, for instance, whether a group practice as a whole is accepting new patients; THP must instruct that updated information be given for each individual Health Care Professional identified in the Provider Directories.

iii. THP shall require Provider group practices to provide prompt notification to THP whenever a Health Care Professional leaves or joins a group practice or changes the office location where he or she practices. Upon receiving this notification, THP

shall update its Provider Directories following the effective date of the change in accordance with the terms of this AOD.

e. Employee Training. THP shall train its relevant Member and Provider customer service employees on how to route issues about Provider Directories and Provider network access, including Member complaints, to the appropriate personnel for investigation and correction of Directory inaccuracies. Within ninety days after the Effective Date, THP shall obtain a written or digital certification from the relevant Member and Provider customer service employees that they completed the training, to be retained for four years from the date of the training. Thereafter, THP shall re-train each relevant Member and Provider customer service employee at least every two years and conduct the same certification process.

f. Member Complaints

i. Within ninety (90) days from the Effective Date, THP shall have in place a process to track and monitor Member complaints that it receives concerning the accuracy of its Provider Directories and/or Members' difficulty finding an available Behavioral Health Care Provider. This tracking and monitoring shall include the date THP received the complaint, the date the complaint was closed, the substance of the complaint, and a record of actions taken, if necessary, in response to the complaint.

ii. THP shall take appropriate and timely action to resolve Provider Directory and network access issues as they arise, including but not limited to investigating complaints of Provider Directory inaccuracies and updating the Provider Directories in accordance with the terms of this AOD.

2. Behavioral Health Care Provider Directories and Network Adequacy

a. Generally. THP shall comply, or continue to comply, with all DOI regulations concerning the maintenance of a Behavioral Health Care Provider network that is adequate in numbers and types of Behavioral Health Care Providers to assure that all covered Behavioral Health services will be accessible to its Members without unreasonable delay. Additionally, THP shall comply, or continue to comply, with the Assurances set forth in this Section.

b. Contents of Electronic Behavioral Health Care Provider Directory. Unless required to remove information in accordance with the provisions of this AOD, THP shall Clearly and Conspicuously include, for each of its network plans, the following categories of information, if applicable, in its electronic Behavioral Health Care Provider Directories, as reported by the Provider or his or her Designated Contact:

- i. For each Health Care Professional,
  1. Name;
  2. Gender (to the extent provided by the Health Care Professional);
  3. Practice Location(s);
  4. Provider type;
  5. Specialty areas, if applicable;
  6. Whether he or she is accepting new patients;
  7. Group practice affiliation(s);
  8. Facility affiliations, if applicable;
  9. Languages spoken other than English, if applicable;

10. Whether the Health Care Professional offers office or outpatient appointments at a Practice Location, or is only available through a hospital or inpatient Facility;
11. Services provided;
12. Population served;
13. Telephone contact information; and,
14. Board certification(s).

ii. For hospitals:

1. Hospital name;
2. Hospital type;
3. Participating hospital location;
4. Relevant accreditation information; and,
5. Telephone contact information.

iii. For Facilities other than hospitals:

1. Facility name;
2. Facility type;
3. Participating Facility location(s); and
4. Telephone contact information.

iv. While the substance of the information in (b)(i)-(iii) shall be included in the Directory, as applicable, THP is not required to include that information in the format of the individual or separate fields itemized above.

v. THP must make the items in (b)(i)(1)-(9); (b)(ii)(1)-(4); and (b)(iii)(1)-(3) available in a searchable format.

c. Audits

i. No later than September 1, 2020, THP (itself or through an agent acting on its behalf) shall begin conducting quarterly Audits of its Behavioral Health Care Provider Directory (which may be done on a rolling basis throughout each quarter, if desired). THP shall contact each Provider (or, as applicable, the Provider's Designated Contact) in the audit group and seek to (1) verify whether the Provider Directory information (including all the information set forth in subsection (2)(b)) is accurate and/or (2) obtain any updates to the information in the Behavioral Health Care Provider Directory. The Audit shall include (1) a representative sample of at least 15% of all listings of Behavioral Health Care Providers drawn from an overall pool that excludes Behavioral Health Care Providers who have been audited at any time in the twelve months prior to the Audit or for whom THP has received a Directory Attestation in the 120 days prior to the Audit and, additionally, (2) all Health Care Professionals in the Behavioral Health Care Provider Directory who THP can identify as not having submitted any claim to THP in the twelve months prior to the Audit, provided that THP does not have to audit any such Health Care Professional if he or she has otherwise been audited or has submitted a Directory Attestation in the twelve months prior to the Audit. If, during the Audit, a Provider's information cannot be verified, or updated information cannot be obtained after reasonable attempts to do so, THP shall edit the Directories in accordance with Section V(A)(1)(c). If the quarterly Audit process described in this Paragraph finds that at least 85% of the Provider listings examined in the Audit were completely accurate for three consecutive quarters, THP may perform the Audit process on a semi-annual basis thereafter for the term of this AOD, provided,

however, if the results of the semi-annual Audit process at any time find that less than 85% of the Provider listings examined are completely accurate, quarterly Audits shall be reinstated immediately.

ii. To the extent Health Care Professionals' Directory Attestations are based on the review and attestation of information maintained in an external or internal provider data repository, THP shall develop and implement reasonable policies and procedures, including additional audits, for ensuring that all data elements verified as accurate in such Directory Attestations are properly fed and loaded into THP's electronic Behavioral Health Care Provider Directory such that the data elements in the repository that have been verified as accurate match those displayed in the Behavioral Health Care Provider Directory. If the processes that THP adopts indicate that the Behavioral Health Care Provider Directory is not being updated so as to be consistent with the Directory Attestations, THP shall undertake any necessary remedial action to ensure that information is fed and uploaded into the Behavioral Health Care Provider Directory in a manner that facilitates Directory accuracy.

iii. For a period of three years after each Audit, THP shall maintain documentation that identifies the Behavioral Health Care Providers who were selected for the Audit, the results of each Audit, and the Directory Attestations for Providers who were not in the Audit pool. Additionally, for a period of three years after the Effective Date, THP shall retain documentation sufficient to identify the policies and procedures referenced in, and any remedial efforts required by, subparagraph (ii).

## **VI. PAYMENT TO THE COMMONWEALTH**

Within thirty days after the filing of this AOD with the Superior Court of Suffolk County, THP shall pay \$125,000 to the Commonwealth by electronic funds transfer to an account

identified by the AGO. This amount shall be deposited into a trust fund for the purpose of assisting the AGO to discharge its duties, in accordance with G.L. c. 12 § 4A, and is to be used in the sole discretion of the AGO to promote initiatives designed to prevent or treat substance use disorders, increase access to Behavioral Health Care services, or otherwise assist Massachusetts Behavioral Health Care consumers.

## **VII. GENERAL PROVISIONS**

1. This AOD represents the entire agreement between the AGO and THP concerning the matters addressed herein. It supersedes any prior agreement, understandings, or stipulations between the parties regarding the subject matter hereof.

2. This AOD shall be binding on THP, as well as its agents, servants, employees, successors, and assigns, including, specifically, any entity or entities that may succeed THP as a result of its proposed combination with Harvard Pilgrim Health Care, Inc.

3. This AOD shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

4. Except to enforce compliance with this AOD, no part of this AOD, including its allegations and commitments, shall constitute evidence of any admissions, liability, fault, or wrongdoing by THP. This document and its contents are not intended for use by any third party for any purpose, including submission to any court for any purpose.

5. If the AGO believes that THP is in violation of this AOD, the AGO shall give THP written notice of the alleged violation(s) and a reasonable opportunity to cure. Before commencing an action for breach of this AOD, the AGO will notify THP in writing of such breach, provided, however, that the AGO, in its sole discretion, may take immediate action at any time if it determines that there is a threat to the health or safety of the citizens of

Massachusetts. Upon receiving this notice, THP shall have twenty-one (21) days from receipt of the written notice to provide a good faith written response to the AGO's determination, during which time the AGO will not commence any action for breach of this AOD. The AGO agrees to discuss the response and engage in a good faith process to address any disagreements prior to commencing an action for breach of this AOD. The response shall contain, at a minimum, either:

- a. A statement explaining why THP believes that it complies with this AOD with respect to the alleged breach(es); or
- b. A detailed explanation of how the alleged breach(es) occurred; and
  - i. A statement that the alleged breach has been addressed and a description of the action taken by THP to address the breach; or
  - ii. A statement that the alleged breach cannot be reasonably addressed within twenty-one (21) days from receipt of the notice but THP has begun to take corrective action to address the alleged breach and is pursuing such corrective action with reasonable due diligence, and a detailed and reasonable timetable for addressing the alleged breach.

6. Nothing in this AOD shall prohibit THP from challenging any future laws or regulations related to the issues addressed in this AOD. Further, nothing in this AOD shall be construed as a waiver by THP of its right to raise any other arguments or defenses in the future related to the issues in this AOD.

7. This AOD shall be filed in the Superior Court of Suffolk County. The Superior Court of Suffolk County has and shall retain jurisdiction over this AOD.

8. This AOD shall not relieve THP of any obligation to comply with applicable federal and state laws and regulations. Nothing in this AOD shall require THP to take any action

that violates applicable federal or state laws and regulations. If THP believes that there is a conflict between this AOD and applicable federal or state laws and regulations that prevents it from complying with this AOD, THP shall notify the AGO of its perceived inability to comply with the AOD and the parties will attempt to resolve any such conflict in good faith. THP may seek a judicial determination from a court of competent jurisdiction if it is unable to resolve the conflict through discussions with the AGO.

9. This AOD shall terminate on the tenth anniversary of the Effective Date if not otherwise terminated in whole or in part, except that Sections V(A)(1)(b)-(d) ("Provider Directory Contents," "Provider Directory Updates and Corrections," and "Provider Outreach"), and V(A)(2)(b)-(c) ("Contents of Electronic Behavioral Health Care Provider Directory" and "Audits") (collectively, the "Identified Sections") shall terminate on the fifth anniversary of the Effective Date.

10. Compliance with this AOD resolves and settles all civil claims alleged by the AGO herein, or which the AGO alleged or could have alleged pursuant to G.L. c. 93A; 29 U.S.C. § 1185a; 42 U.S.C. § 300gg-26; 26 U.S.C. § 9812; and Chapter 258 of the Acts of 2014 up to the date this AOD is fully executed, whether known or unknown, against THP and its employees, successors, and assigns relating in any way to the Investigation of Provider Directories, Provider network adequacy, utilization management practices, and/or Provider reimbursement rates. This AOD does not resolve and shall not be deemed a waiver of any other actual or potential claims the Commonwealth may have against THP. Notwithstanding any term of this AOD, specifically reserved and excluded from this release are (a) claims related to any merger, acquisition or combination with any other entity, including, but not limited to the proposed combination of THP with Harvard Pilgrim Health Care, Inc., and (b) any civil or administrative liability that any

person and/or entity, including THP, has or may have to the Commonwealth not expressly covered by the release in this paragraph, including, but not limited to (i) Medicaid claims; (ii) state false claims violations; and (iii) DOI administrative claims and proceedings.

11. Nothing in this AOD is to be construed as a waiver by THP of any rights it may have to assert that information it provides or provided pursuant to this AOD or the Investigation is not subject to public disclosure under applicable law. THP may assert at any time that any submission to the AGO in connection with this AOD is subject to exemption from disclosure under applicable public records law, including but not limited to G.L. c. 66 and its implementing regulations.

12. THP shall comply with and respond to all reasonable inquiries and requests from the AGO regarding the implementation of the terms contained within this AOD.

13. In lieu of litigation, and subject to the terms and conditions of this AOD, THP waives any right to challenge this AOD in any action or proceeding. THP acknowledges that it has conferred with counsel of its choice concerning the advisability of executing this AOD and that this AOD shall not be deemed prepared or drafted by one party or another.

14. This AOD, including any time period within which a party must perform, or begin to perform, or complete an obligation, may be amended upon written agreement of all parties for good cause shown. The AGO agrees to consider in good faith any request by THP to amend this AOD (a) to conform with any material provision or language that is included in any prior or subsequent Assurance of Discontinuance, Consent Judgment, Letter of Agreement, or similar instrument between the AGO and any other health plan or agent thereof, relating to any matters set forth herein; (b) if THP believes there is or will be a material change to operations that will impact its ability to comply with this AOD; or (c) if, after the date this agreement is executed, the

legislature enacts requirements or the DOI issues new or amended regulations on matters covered by the Identified Sections and THP believes that the new requirements or regulations are not consistent with or are redundant to the applicable provisions of this AOD.

15. Any notices or communications between the AGO and THP required under this AOD shall be provided in writing by first-class mail, postage prepaid, and by electronic mail to the parties as follows, unless otherwise agreed in writing.

If to the Office of the Attorney General:

Attention: Health Care Division  
c/o Lisa Gaulin, Assistant Attorney General  
[lisa.gaulin@mass.gov](mailto:lisa.gaulin@mass.gov)  
Office of the Attorney General  
One Ashburton Place, 18<sup>th</sup> Floor  
Boston, MA 02108

If to THP:

Mary Mahoney  
Chief Legal Officer  
[mary\\_mahoney@tufts-health.com](mailto:mary_mahoney@tufts-health.com)  
705 Mount Auburn Street  
Watertown, MA 02472

16. The undersigned, Mary Mahoney, represents that she is duly authorized to execute this AOD on behalf of and to bind THP to all applicable provisions of the AOD, and that on behalf of THP, she voluntarily enters into this AOD.

By: Mary D'Toole Mahoney  
Chief Legal Officer

Date: 2/26/20

COMMONWEALTH OF MASSACHUSETTS  
ATTORNEY GENERAL MAURA HEALEY

By:   
Lisa Gaulin, Assistant Attorney General (BBO# 654655)

Date: 2.26.20