

STATE OF MICHIGAN  
CIRCUIT COURT FOR THE 30TH JUDICIAL CIRCUIT  
INGHAM COUNTY

The Department of Technology, Management  
& Budget and the Department of Corrections,

Plaintiffs,

No. 24- 744 - CB

v

HON. JOYCE DRAGANCHUK

GRAND PRAIRIE HEALTHCARE  
SERVICES, P.C., AND WELLPATH, LLC,

Defendants.

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**PLAINTIFFS' VERIFIED COMPLAINT**

The Michigan Department of Technology, Management & Budget (DTMB) and the Michigan Department of Corrections (MDOC) (Plaintiffs), collectively referred to throughout as the State, files this Verified Complaint against Defendants, Grand Prairie Healthcare Services, P.C. (Grand Prairie or GPHS) and Wellpath, LLC (Wellpath), and in support thereof states as follows:

## NATURE OF PLAINTIFFS' CLAIMS

1. This lawsuit involves a commercial dispute between the State and Defendants.
2. GPHS breached a \$590 million dollar service contract (the Contract)<sup>1</sup> under which GPHS agreed to provide integrated healthcare management to inmates housed at MDOC facilities.
3. The State awarded GPHS the Contract after conducting a competitive solicitation process in the form of a request for proposals (RFP), which included GPHS submitting a bid to provide the needed services.
4. GPHS's bid for the contract presented a joint venture between Defendants GPHS and Wellpath.
5. Wellpath's name and logo appeared throughout the bid.
6. In the bid, Defendants represented to the State that "[GPHS] in coordination with Wellpath LLC as its Management Service Organization (together with GPHS, referred to herein as "Wellpath") is pleased to provide our response to [MDOC's] Request for Proposal - 200000002287 for Prisoner Healthcare and Pharmacy Services."
7. The bid imputed Wellpath's expertise to GPHS: "To put the scope of our expertise in perspective, if our organization were a state, we would be the third

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<sup>1</sup> The Contract is in the possession of Defendants and therefore has not been attached as an exhibit to this pleading under MCR 2.113(C)(1)(b).

largest provider of government inpatient and residential treatment in the nation, behind the States of California and New York.”

8. The Contract’s effective date was April 14, 2021, with a five-year base term and the option of three one-year renewals.

9. The Contract’s scope included general health care, psychiatric care, dental care, and pharmacy services for prisoners.

10. GPHS could subcontract services to third parties so long as GPHS had the State’s prior approval. (Contract, §13, Subcontracting.)

11. If GPHS subcontracted its services to a third-party, the Contract makes GPHS “responsible for all fees and expenses payable to, by or on the behalf of each Permitted Subcontractor in connection with this Contract.” (Contract, §13, Subcontracting.) Per Schedule A, Statement of Work, GPHS must:

- A. Be the sole point of contact regarding all contractual matters, including payment and charges for all Contract Activities.
- B. Make all payments to the subcontractor.
- C. Incorporate the terms and conditions contained in this Contract in any subcontract with a subcontractor. [Schedule A, Statement of Work, §3.8(D), Disclosure of Subcontractors.]

12. The Contract required GPHS to provide off-site services for those instances when a MDOC prisoner’s medical needs could not be met within the Michigan Department of Corrections.

The Contractor must provide a comprehensive network of accessible, high-quality community specialty providers that are available to meet the needs outlined below of the MDOC prisoners when their needs cannot be met. [Schedule A, Statement of Work, §E Off-Site Services.]

13. GPHS was required to establish a medical service provider network that included but was not limited to:

...acute care hospitals, mental health facilities, post-acute or skilled nursing facilities, therapy services (including physical therapy), physician specialists/consultants, emergency service providers, urgent/emergency dental services, durable medical equipment services, x-ray and interpretation, independent laboratories, and diagnostic testing centers. [Schedule A, Statement of Work, §E(1) Off-Site Services.]

14. The Contract required GPHS to have financial resources sufficient to ensure the Contract's performance. (Contract, §7, Performance Guarantee.)

15. The Contract required GPHS to pay subcontractors within 45 days, including healthcare providers.

16. GPHS frequently failed to pay subcontractors timely, and the situation became worse as time went on.

17. Due to dismal performance, repeated requests for more money by GPHS, and the failure to pay subcontractors timely, the State exercised its right to require GPHS to assign the Contract to another vendor.

18. Effective February 10, 2024, the State and GPHS entered an assignment agreement with VitalCore Physicians Group, PLLC (VC) such that VC would take over the Contract. The transition period ran from February 10, 2024, until services cutover to VC on May 1, 2024, with GPHS performing close-out work through May 31, 2024.<sup>2</sup>

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<sup>2</sup> The assignment agreement is Change Notice 6 to the Contract. The Contract is in the possession of Defendants and therefore has not been attached as an exhibit to this pleading under MCR 2.113(C)(1)(b).

19. As of April 22, 2024, GPHS owed off-site healthcare providers approximately \$35 million for services already performed.

20. Defendants have told some healthcare providers that they cannot pay because they are waiting on payment from the State.

21. The State already paid GPHS to perform its contractual duties.

22. The State has been directly affected by GPHS's refusal to comply with its contractual obligation to pay the third-party healthcare providers for the medical services they provided inmates.

23. Because GPHS refused to pay the third-party service providers for services performed, some third-party service providers have increased their rates for the State by 150%- 200%..

24. Other third party service providers have refused to continue providing treatment to MDOC prisoners, and others have required pre-payment.

25. A service provider in Ingham County has threatened to end its relationship with VC if MDOC does not "provide a guarantee of payment from the company that you chose to contract with[.]"

26. Other third-party providers have refused to sign a contract with VC because of the payment issues with GPHS.

27. On August 26, 2024, the Michigan Association of Ambulance Services issued a statement to its members that EMS providers are owed more than \$6

million in outstanding health care bills due to Defendants' failure to pay various Michigan EMS agencies for their services in 2023 and 2024.<sup>3</sup>

28. According to the Michigan Association of Ambulance Services' press release, "[d]uring 2023 and 2024, Wellpath required the assistance of at least 15 EMS providers and did not reimburse the responding agencies for their lifesaving work."

29. Even though the State already transferred taxpayer funds to Defendants so they can pay third-party service providers, including EMS providers, the press release informs EMS members that the Association has requested the Legislature reimburse them with an additional \$6 million of taxpayer funds to those Michigan EMS providers affected by Defendants' breach of contract.

30. Defendants' refusal to pay third-party providers has even caused prisoners to receive collection notices from debt collectors for medical bills that Defendants did not pay.

31. Throughout the Contract term, the State requested but has not received claims data from GPHS, which is required under the Contract and is essential to operations.

32. Under the Contract, GPHS must maintain claims data in HIPAA 837 format. Specifically, Section 4.3, Report, Item D, Claims Data provides, in relevant part:

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<sup>3</sup> Michigan Association of Ambulance Services, MAAS Crain's article 9.4.24 (miambulance.org) (last accessed September 13, 2024).

Claims Data – The claims data must be available in the HIPAA 837 format ([http://www.ihs.gov/hipaa/835\\_837/newsletter4/](http://www.ihs.gov/hipaa/835_837/newsletter4/)). The Contractor must provide monthly statements that provide information regarding paid claims, aging of unpaid claims, denied claims, and IBNR in the format approved by the MDOC PM. These data should include ICD and CPT codes. [Statement of Work, page 73.]

33. Although the State is entitled to the claims data, GPHS has refused to deliver accessible, HIPAA-compliant 837 files.

34. Access to claims data in HIPAA-compliant 837 file format is critical to certain State operations. Without compliant files, the State cannot verify the accuracy of the claims information GPHS submitted during the life of the Contract.

35. HIPAA-compliant 837 files are essential to ensure that MDOC's new medical service provider can deliver high quality care to MDOC inmates.

36. GPHS knows the importance of the HIPAA-compliant 837 files. This is readily apparent from the terms of the Contract, which define the right and obligations related to the claims data. Moreover, a key component of the transition plan is the obligation of GPHS to immediately return the State's property, including HIPAA-compliant 837 files.

37. GPHS has refused, by its conduct and notwithstanding demand by the State, to honor its vital post-termination obligations to provide accurate, complete, and comprehensible claims data.

### **JURISDICTION AND VENUE**

38. This Court has jurisdiction of this matter pursuant to MCL 600.601, MCL 600.605, MCL 600.8031, and MCL 600.8035. Defendants operated and conducted business within this jurisdiction, and acts that give rise to this complaint

occurred within this jurisdiction. Additionally, Defendants consented to personal jurisdiction in the state of Michigan and agreed that any disputes arising under the Contract would be resolved in the state of Michigan. (Contract, ¶ 52.) The amount in controversy exceeds \$25,000, exclusive of interest and costs, and Plaintiffs seek an award of injunctive relief.

39. Venue is proper pursuant to MCL 600.1621(a) and (b) in that Defendants conduct business in this County.

### **PARTIES**

40. Defendant GPHS is an Indiana professional corporation, and its principal place of business is in Nashville, Tennessee.

41. Defendant Wellpath is a Delaware limited liability company, and its principal place of business is also in Nashville, Tennessee.

42. Wellpath is considered the nation's largest provider of health care for correctional facilities, serving approximately 300,000 people housed in prisons and jails across the United States.

43. Wellpath is owned by H.I.G. Capital, a private equity firm.

44. Wellpath was created in 2018 through a merger of Correct Care Solutions with Correctional Medical Group Companies.

45. Upon information and belief, GPHS's current president and owner – Dr. Dean Rieger – served as an executive at Correct Care.

### **COUNT I – BREACH OF CONTRACT**

46. The State incorporates by reference the allegations contained above as though copied verbatim herein.



47. Under Michigan law, a plaintiff must establish that there is a valid enforceable contract that the defendant breached, and damages resulted from the breach. *Carpenter v Smith*, 147 Mich App 560 (1985). Those elements are met here.

48. The State entered the Contract with Grand Prairie Healthcare Services, P.C., which agreement is valid, binding, and subsisting.

49. The Contract required GPHS provide off-site services for those instances when a MDOC prisoner's medical needs could not be met by GPHS's employees on-site..

50. The State remitted payment to GPHS to perform under the Contract, which includes paying third-party service providers for services rendered..

51. GPHS incurred charges from various off-site healthcare providers for MDOC prisoner medical treatments.

52. GPHS failed to pay various third-party off-site healthcare providers.

53. As of April 22, 2024, GPHS owed off-site healthcare providers approximately \$35 million for services rendered.

54. The State does not have the information necessary to know how much is currently outstanding because Defendants have failed to provide information verifying the amount, nature, and extent of services performed by the various third-party providers despite numerous requests by the State for this information.

55. GPHS breached the Contract by failing to pay numerous third-party off-site healthcare providers.

56. The Contract contains express warranties. GPHS agreed to “perform the Contract Activities in a timely manner...consistent with standards in the trade, profession, or industry” and “meet or exceed the performance an operational standard, and specifications of the Contract.” (Sections 43(b)-(c).) GPHS also agreed to “not interfere with the State’s operations.” (Section 43(d).) GPHS confirmed that “all information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor’s business, properties, finances, and operations” throughout the life on the Contract. (Section 43(h)).

57. GPHS breached these express warranties in at least three material respects: failing to deliver claims data to the State in the format required by the Contract, promising that it had the capital to perform the contracted-for services, and failing to pay off-site healthcare providers for services performed.

58. The State has suffered consequential damages because of GPHS’s refusal to pay third-party service providers.

59. GPHS’s refusal resulted in severe financial repercussions to the State.

60. GPHS’ actions caused third-party service providers to increase their rates for medical services by a staggering 150%- 200%.

61. This price increase damaged the State by drastically increasing the rates paid by the State for prisoner healthcare and making it increasingly difficult to procure third-party medical services at market rates.

62. Because of GPHS’s actions, the State is entitled to consequential damages.

## COUNT II -- SPECIFIC PERFORMANCE

63. The State incorporates by reference the allegations contained above as though copied verbatim herein.

64. The Contract is mutually binding on the State and GPHS, and the State has fully performed its obligations under the Contract.

65. The State remitted payment to GPHS to perform under the Contract, which includes paying third-party service providers for services rendered...

66. At last count, GPHS's breach has damaged third-party service providers in the amount of \$35 million, which represents the amount of outstanding medical claims GPHS decided to not pay third-party offsite healthcare providers. But as previously noted, the State does not have the information necessary to know how much is currently outstanding because Defendants have not provided information verifying the amount, nature, and extent of services performed by the various third-party providers despite various request by the State for this information.

67. The State already paid GPHS to reimburse the third-party providers.

68. GPHS's obligations under the contract are not ambiguous and should be enforced so as to obligate Defendants to pay the medical claims for the services Defendants were not capable of performing at a MDOC facility.

69. Defendants have breached the Contract by failing to make payments to the third-party medical service providers.

70. Defendants failed to comply with their contractual obligation to reimburse third-party service providers for services they performed..

### COUNT III – CLAIM AND DELIVERY

71. The State incorporates by reference the allegations contained above as though copied verbatim herein.

72. GPHS has refused to deliver the claims data to the State . By refusing to deliver the State claims data, Defendants have intentionally exercised dominion and control over the State’s property in a manner that has interfered with the rights of the State.

73. MCL 600.2920(1) provides that “[a] civil action may be brought to recover possession of any goods or chattels which have been unlawfully taken or unlawfully detained and to recover damages sustained by the unlawful taking or unlawful detention...”

74. Similarly, MCR 3.105(A)(1) provide that “[c]laim and delivery is a civil action to recover . . . possession of goods or chattels which have been unlawfully taken or unlawfully detained[.]” MCL 600.2920(1)(c) requires that “[a]n action may not be maintained under this section by a person who, at the time the action is commenced, does not have a right to possession of the goods or chattels taken or detained.”

75. A key component of the transition plan of the Contract is for GPHS to immediately return the State’s property, including HIPPA-compliant 837 files.

76. HIPPA-compliant 837 files allow the State to verify the services performed by the third-party medical service providers.

77. GPHS knows the importance of the HIPPA-compliant 837 files. This is readily apparent from the terms of the Contract.

78. Not providing the requested 837 files prevents the State from verifying the accuracy of the medical services performed, the amount billed for medical services, the amount and type of services provided to inmates, and ultimately the amount Defendants paid third-parties for prisoner health care service.

79. Defendants' lack of transparency impedes the State's ability to audit and ensure that the billed services are accurate and necessary, leading to overpayments and mismanagement of health care services.

80. The State has good reason to believe that Defendants overcharged the State for medical services. For example, Health Management Associates (HMA) – a third-party reviewer for MDOC found that on numerous occasions, Defendants used incorrect drug unit prices which can impact thousands of transactions and result in material differences between the costs GPHS reported to the State and the costs GPHS realized.

81. HMA reviewed pharmacy and medical service transactions for Contract Year Two (October 1, 2022 through September 30, 2023) and recommended that MDOC recover \$463,792.65 for pharmacy and medical services.

82. The following table illustrates *potential* overpayments by MDOC and recommended adjustments for contract year two, based on data provided to HMA by GPHS.

Item	10/1/22 – 9/30/23
AWP Discount Outliers	\$ 308,299.47
Duplicates	\$ 33,731.63
Refilled Too Soon	\$ 41,311.98
Cost-Effectiveness	\$ 15,651.77
Invalid NDC Reported	\$ 47,122.47
Backup Pharmacy Review	\$ 19,635.65
Excess Days' Supply	\$ 1,740.17
Math Errors	\$ 257,004.00
<b>Total</b>	<b>\$ 724,497.14</b>
<b>Consolidation Adjustment</b>	<b>(\$839.88)</b>
<b>Final Consolidated Total</b>	<b>\$ 723,657.26</b>

83. Access to HIPPA-Compliant 837 files is critical. Without access, MDOC has no way to know the actual costs Defendants incurred.

84. The State is entitled to immediate return of the claims data.

**COUNT IV – DISREGARD CORPORATE EXISTENCE OF GPHS AND HOLD WELLPATH RESPONSIBLE FOR DEBTS AND LIABILITIES**

85. The State incorporates by reference the allegations contained above as though copied verbatim herein.

86. GPHS's corporate form should be disregarded and Wellpath should be responsible for GPHS's debts and liabilities.

87. Separate corporate entities will be respected under Michigan law. *Seasword v Hilti, Inc*, 449 Mich 542, 547 (1995). Absent some abuse of the

corporate form, affiliate corporations—including parent and subsidiary corporations—are separate and distinct entities. *Id.*

88. A corporate identity will be ignored when three prerequisites are shown: (1) the corporate entity is a mere instrumentality of another, (2) the corporate entity was used to commit a fraud or wrong, and (3) plaintiff suffered an unjust loss or injury. *LaRose Mkt v Sylvan Ctr*, 209 Mich App 201, 209 (1995).

89. Courts have been protective of creditors where a debtor subsidiary with insufficient assets to meet its claims incurred such claims for the benefit of the parent corporation or the entity structure. In those circumstances, courts have disregarded the separate corporate entity theory when a subsidiary entity exists to evade the legal obligations of the parent, without regard to actual fraud. See *Cinderella Theatre Co, Inc v United Detroit Theatres Corp*, 367 Mich 424 (1962).

90. GPHS's actions during the contract's procurement process establishes GPHS as a mere instrumentality of Wellpath. The very first page of GPHS's bid for the contract included Wellpath's name and logo.

91. GPHS's bid represented to the State that GPHS employees are trained by Wellpath. "All new hires are assigned and required to complete documentation, through the Wellpath Academy Learning Center, upon hire and annually thereafter."

92. GPHS's Contract with the State further supports the conclusion that GPHS was a mere instrumentality of Wellpath. The Contract includes a provision dedicated to organizational structure that included a chart titled "Overview of

MDOC Program Management” showing Wellpath, LLC as a “subcontracted partner” for medical services. The chart assigns various Wellpath officers to key positions, including the State Psychiatric Director, the State Medical Director, and Medical Director of High-Risk Patients and the Coordinated Care Director. (Contract, 3.7.)

93. The statement of work named twelve key personnel. (Statement of Work, §3.6 – Key Personnel.) No key personnel appear to be a GPHS director, shareholder, or employee. Eight key personnel have Wellpath email addresses, including the project manager, operations manager, medical director, psychiatric director, SUD director, quality assurance director, provider services director, and the DWHC<sup>4</sup> lead physician. (*Id.*) The Contract named two essential personnel - The end of life coordinator has a Wellpath email address and the pharmacist has a CorrectRX Pharmacy email address. Neither individual appears related to GPHS.

94. The statement of work identifies Dr. Dean Reiger as GPHS’s President. (Statement of Work – §3.7 Organizational Chart.) But GPHS’s corporate filings listed his address as 1283 Murfreesboro Road, Suite 500, Nashville, TN 37217. That address is Wellpath’s Nashville corporate office. <https://wellpathcare.com/contact/> (last accessed 08/29/2024.)

95. The Contract also provides that onsite medical services, crucial to the operation and duty of care towards MDOC’s prisoner population, are conducted by Wellpath employees.

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<sup>4</sup> MDOC operates Duane Waters Heath Center in Jackson, MI, which has 152 inpatient beds and houses prisoners whose medical needs cannot be met at other correctional facilities in the state. See [Health Care \(michigan.gov\)](https://www.michigan.gov/health-care).



96. Wellpath trains the healthcare employees, key personnel use Wellpath email address domains, and various key personnel are housed within Wellpath's Nashville headquarters. These facts demonstrate a lack of operational independence between Wellpath and GPHS.

97. Furthermore, Grand Prairie and Wellpath share office locations and mailing addresses, further supporting Grand Prairie's status as Wellpath's alter ego. Grand Prairie's operational address – 3340 Perimeter Hill Road, Nashville TN, 37211 – is Wellpath's corporate headquarters. See <https://wellpathcare.com/contact/> (Last accessed 08/29/2024.)

98. Further blurring the lines of corporate distinction is Wellpath's Michigan Regional Location at 825 Centennial Way, Lansing, MI 48917. See <https://wellpathcare.com/contact/>. (Last accessed 08/29/2024.) Local property records show GPHS and Wellpath own personal property at that location.

99. The Contract even requires the State to send all notices about the Contract to Dr. Dean Rieger, GPHS's president and owner, at Wellpath's Nashville Office. (Contract, §6.) Again, Dr. Rieger is one of the few personnel without a Wellpath email domain. He uses a Gmail account.

100. Dr. Richard Maenza signed and verified GPHS's September 29, 2023 Notice of Intent to File Claim against the State. Dr. Maenza's name also appears on the Contract, listing his address at 3340 Perimeter Hill Road, Nashville, TN 37211. He has a Wellpath email address. He also signed an agreement with the State as GPHS's President for PharmaCorr, LLC to be deemed a permitted

subcontractor. But according to GPHS's Annual Reports filed with Michigan's Licensing and Regulation Agency, Dean Rieger was GPHS's president since 2021.

101. While GPHS was operational, GPHS had less than five employees.

102. Wellpath has used GPHS's corporate status to commit a wrong.

103. GPHS incurred significant service charges with third parties throughout the life of the Contract that remain unpaid.

104. GPHS is no longer operational.

105. Wellpath and GPHS have told the State and various third parties that GPHS does not have the financial capital to fulfill its service and financial obligations to third parties.

106. Wellpath, LLC has sufficient capital to pay the debts owed to third parties. As of March 12, 2022, Wellpath LLC had over \$1.2 billion in annual sales. Also, according to a Dunn & Bradstreet report, Wellpath, LLC currently has an average SER score, which measures a company's twelve-month viability.

107. When it was operational, GPHS existed not as a separate legal entity but as a facade to shield Wellpath from potential future liabilities and debts.

108. Such practices are not only deceptive to creditors, employees, and clients but also constitute an abuse of the corporate structure.

109. Moreover, Defendants have engaged in questionable and unjust tactics. For example, GPHS's bid for the Contract credited Defendants with their predecessors' experience, asserting that GPHS "provided comprehensive health services in DOC settings since 2003." But GPHS was formed in 2014 and Wellpath

was created in 2018 through a merger of Correct Care Solutions with Correctional Medical Group Companies.

110. On February 13, 2024, members of the United State Senate sent a letter to Massachusetts Department of Corrections Commissioner urging her to carefully review Wellpath's track record, a possible bidder to become Massachusetts next healthcare provider.<sup>5</sup>

111. On December 18, 2023, United States Senators sent a letter to Wellpath, raising concerns over reports of inadequate care at federal, state, and local prisons and jails.<sup>6</sup>

112. The State respectfully request this Court recognize GPHS as Wellpath's alter ego and hold Wellpath liable for Defendant's debts and liabilities.

#### **COUNT V – INJUNCTIVE RELIEF REQUIRED**

113. The State incorporates by reference the allegations contained above as though copied verbatim therein.

114. The State has no adequate remedy at law for Defendants' continued refusal to provide HIPPA-compliant 837 files.

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<sup>5</sup> See December 15, 2023 Letter from Senators Elizabeth Warren and Edward Markey to Wellpath CEO Ben Slocum, *et al.*, December 15, 2023, <https://www.warren.senate.gov/imo/media/doc/2023.12.15%20Wellpath%20letter%20MA1.pdf> (Last accessed 08/29/2024.)

<sup>6</sup> See December 18, 2023 Letter from Senators Warren, Durbin, Ossoff, Markey, Warnock, Butler, Welch, Merkley, Blumenthal, Sanders, Hirono, and Booker to Wellpath's CEO, Ben Slocum, *et al.*, <https://www.warren.senate.gov/imo/media/doc/2023.12.18%20Wellpath%20letter1.pdf>; <https://www.warren.senate.gov/oversight/letters/warren-durbin-ossoff-lawmakers-raise-concerns-with-wellpath-over-inadequate-healthcare-services-in-prisons-and-jails-nationwide> (Last accessed 08/29/2024.)

115. Similarly, Defendants continued withholding of the State's claims data threatens their continued viability and the State's ability to adequately test the accuracy of the medical services Defendants performed, the amount billed for medical services, the amount and type of service provided to inmates, and ultimately the amount Defendants paid third-parties for prisoner health care services.

116. The State also has no adequate remedy at law in the event of threatened or actual misuse or destruction by Defendants. The State has thus suffered and will continue to suffer from the use and withholding of its claims data.

117. Unless Defendants are enjoined from continuing to withhold HIPPA-Compliant claims data and refusing to pay third-party medical service providers for services previously performed, Defendants will continue to cause irreparable harm.

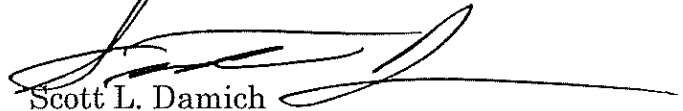
#### **RELIEF REQUESTED**

WHEREFORE, the State requests:

1. The Court issue an order:
  - a. ruling that Defendants have breached the Contract by failing to make payments to the third-party medical service providers;
  - b. compelling Defendants to notify each unpaid third-party medical service provider of this Court's order ruling that Defendants are in breach of the Contract and requesting the unpaid providers to submit requests for payment to Defendants; and

- c. Requires Defendants to compensate the State for its consequential damages resulting from Defendants' failure to comply with its contractual obligation to pay off-site third-party medical services providers.
  
2. That compels Defendants to return to the State HIPPA-Compliant 837 files; and
  
3. Determines that GPHS's corporate existence should be disregarded and hold Wellpath, LLC responsible for all debts and liabilities resulting from Defendants' actions
  
4. Grants all other relief for the State as deemed just, equitable or appropriate under the circumstances by the Court.

Respectfully submitted,



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damichs@michigan.gov

Dated: September 13, 2024

AG#2024-0411688-A

VERIFICATION

I, Marti Kay Sherry, Health Services Administrator, Michigan Department of Corrections, Bureau of Healthcare Services, have read the attached Verified Complaint and declare that the statements of fact contained therein are true to the best of my knowledge, information, and belief.

Marti Kay Sherry 9/13/2024  
Marti Kay Sherry  
Health Services Administrator  
Michigan Department of Corrections  
Bureau of Healthcare Services

State of Michigan )  
County of Ingham )

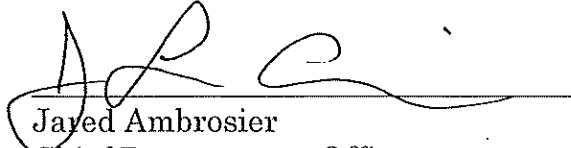
This verified complaint was acknowledged before me on Sept 13, 2024, by Marti Kay Sherry, Health Services Administrator, Michigan Department of Corrections, Bureau of Healthcare Services, on behalf of the Michigan Department of Corrections.

Tamara K. Schueller  
Tamara K. Schueller  
Notary Public, State of Michigan, County of Ingham  
My commission expires 07-11-25  
Acting in the County of Ingham

TAMARA K. SCHUELLER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF INGHAM  
MY COMMISSION EXPIRES Jul 11, 2025  
ACTING IN COUNTY OF

VERIFICATION

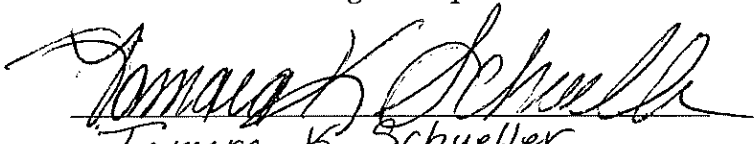
I, Jared Ambrosier, Chief Procurement Officer, Michigan Department of Technology, Management, and Budget, have read the attached Verified Complaint and declare that the statements of fact contained therein are true to the best of my knowledge, information, and belief.



Jared Ambrosier  
Chief Procurement Officer  
Michigan Department of Technology,  
Management, and Budget

State of Michigan )  
County of Ingham )

This verified complaint was acknowledged before me on Sept. 13, 2024, by Jared Ambrosier, Chief Procurement Officer, on behalf of the Michigan Department of Technology, Management and Budget.



Tamara K. Schueller  
Notary Public, State of Michigan, County of Ingham  
My commission expires 07-11-25  
Acting in the County of Ingham

TAMARA K. SCHUELLER  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF INGHAM  
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ACTING IN COUNTY OF