

DOCKET NO.: # *HHd - CV - 16 - 60655315*

STATE OF CONNECTICUT

:  
:

SUPERIOR COURT

V.

:  
:  
:

JUDICIAL DISTRICT OF HARTFORD  
AT HARTFORD

LEELA PANOOR, M.D.

*January 25, 2016*

**PARTIES' JOINT MOTION FOR JUDGMENT UPON STIPULATION**

The Plaintiff, the State of Connecticut, and the Defendant, Leela Panoor, M.D., jointly move that judgment enter pursuant to, and in the form set forth, in the attached Stipulation For Judgment, without any further notice.

STATE OF CONNECTICUT

DEFENDANT

LEELA PANOOR, M.D.



GEORGE JEPSEN

ATTORNEY GENERAL

By: Michael E. Cole (Juris 417145)

Assistant Attorney General

Office of the Attorney General

55 Elm Street, P.O. Box 120

Hartford, CT 06141-120

860-808-5040

Email: Michael.cole@ct.gov



BY HER ATTORNEYS

Paul W. Shaw

Calvin K. Woo

Verrill Dana LLP

One Boston Place

Suite 160

Boston, MA 02108

Email: pshaw@verrilldana.com

cwoo@verrilldana.com

**ORAL ARGUMENT IS NOT REQUESTED**

**TESTIMONY IS NOT REQUIRED**

## ORDER

The Court having duly considered the Parties' Joint Motion For Judgment Upon Stipulation, hereby ORDERS as follows:

**Judgment may enter in favor of the State of Connecticut and against Leela Panoor, M.D. pursuant to, and in the form set forth, in the attached Stipulation For Judgment.**

SO ORDERED.

BY THE COURT


\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge/ Clerk

### CERTIFICATION

I hereby certify that a copy of the foregoing Joint Motion For Judgment Upon Stipulation was mailed and/or electronically delivered in accordance with Conn. Prac. Bk. §§ 10-12 and 10-13 on *January 25, 2016*, to all counsel and pro se parties of record, as follows:

Paul W. Shaw  
Calvin K. Woo  
Verrill Dana LLP  
One Boston Place  
Suite 160  
Boston, MA 02108

  
\_\_\_\_\_  
Michael E. Cole  
Assistant Attorney General

DOCKET NO.: #] *HHd - CV-16-60655315*

STATE OF CONNECTICUT	:	SUPERIOR COURT
	:	
V.	:	JUDICIAL DISTRICT OF HARTFORD
	:	AT HARTFORD
LEELA PANOOR, M.D.	:	<i>January 25, 2016</i>

**PARTIES' STIPULATION FOR JUDGMENT**

The Plaintiff, the State of Connecticut, and the Defendant, Leela Panoor, M.D.,  
(collectively, "Parties") hereby stipulate and agree that judgment shall enter in this action as  
follows:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action and all Parties.

**Agreement**

2. As described in its Complaint in this action, the State of Connecticut contends that it has certain claims against Leela Panoor, M.D ("Defendant") for knowingly submitting or causing to be submitted false claims to the Department of Social Services' Connecticut Medical Assistance Program, which includes the Medicaid Program, for psychiatric and behavioral health services during the period from on or about March 9, 2010 through September 30, 2013. That conduct by the Defendant is referred to hereafter as the "Covered Conduct."

3. The Parties are represented by counsel and have agreed to settle this action and all civil and certain administrative causes of action arising from the Covered Conduct. The Parties agree to entry of final judgment pursuant to, and in the form set forth, in this Stipulation For Judgment, without any further notice, and without the need for discovery, adjudication of any issue of law or fact, or trial in this action. The Defendant cooperated with the State of Connecticut's investigation of this matter. The Defendant enters into this Stipulation For Judgment freely and without coercion, and without admitting any wrongdoing or violation of law. The Parties agree that neither the execution of this Stipulation For Judgment nor the payment of any money or the delivery of other documents pursuant thereto, is intended as or shall be construed or treated as an admission or other evidence of liability of any kind by the Defendant, which liability the Defendant neither admits nor denies, or a concession by the State of Connecticut that its claims are not well founded. To avoid the delay, uncertainty, and expense of protracted litigation, and in consideration of the mutual promises and obligations of this Stipulation For Judgment, the Parties stipulate and agree that judgment shall enter in this action as follows.

**Monetary Relief**

4. Judgment shall enter in favor of the Plaintiff State of Connecticut and against the Defendant Leela Panoor, M.D.
5. The Defendant shall pay the State of Connecticut the sum of \$404,798, ("Settlement Amount") plus simple interest on the Settlement Amount at a rate of 2% per annum (the Medicare trust fund rate) on the unpaid balance of the Settlement Amount, accruing from the effective date of this Stipulation for Judgment (Effective Date) until the Settlement Amount is paid in full, which shall constitute damages for the purposes of Conn. Gen. Stat. § 4-275

(b) (formerly Conn. Gen. Stat. § 17b-301b (b)) for the Covered Conduct. The Defendant agrees that her financial condition allows her to pay the State of Connecticut the Settlement Amount in the form and manner and under the terms set forth below:

- a. On or before fifteen (15) days from the Effective Date, the Defendant shall pay \$3,000.00.
  - b. Subsequent payments of \$3,000 shall be made on the 1<sup>st</sup> of each month thereafter until March 1, 2017.
  - c. Beginning on March 1, 2017, the Defendant shall pay \$8,000. Subsequent payments of \$8,000 shall be made on the 1<sup>st</sup> of each month thereafter until the entire Settlement Amount plus interest has been paid in full.
  - d. The State of Connecticut may secure the sum owed under this Stipulation for Judgment and in the judgment entered pursuant thereto by recording Judgment Liens against any interest in any real property owned by the Defendant.
  - e. Any payments shall be by a bank teller (e.g., "Cashier's") check made payable to "Treasurer of the State of Connecticut" and delivered to: Assistant Attorney General Michael E. Cole, Antitrust & Government Program Fraud Department, State of Connecticut Plaintiff, P.O. Box 120, 55 Elm Street, Hartford, CT 06141-0120, or such other address as the State of Connecticut provides notice of to the Defendant or, alternatively, by electronic funds transfer pursuant to written instructions to be provided by the State of Connecticut.
6. The Defendant has provided sworn financial statements dated April 7, 2015 to the State of Connecticut and the State of Connecticut has relied on the accuracy and completeness of these statements in reaching this Stipulation for Judgment. Defendant warrants that at the

time she provided them, the financial statements were complete and accurate. If the State of Connecticut reasonably determines that the Defendant materially misrepresented the amount of her income or assets in the financial statements, the State of Connecticut may pursue any and all available remedies in satisfaction of the judgment, including rescinding the release in Paragraph 16, below and reinstating its lawsuit based on the Covered Conduct.

7. The Defendant warrants that she has reviewed her financial situation and that she is currently solvent within the meaning of 11 U.S.C. §§ 547 (b) (3) and 548 (a) (1) (B) (ii) (I). Further, the parties to this Stipulation For Judgment warrant that, in evaluating whether to execute this Stipulation For Judgment, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to the Defendant, within the meaning of 11 U.S.C. § 547 (c) (1); and (b) conclude that these mutual promises, covenants, and obligations do, in fact, constitute such a contemporaneous exchange. Further, the parties to this Stipulation For Judgment warrant that the mutual promises, covenants, and obligations set forth herein are intended and do, in fact, represent a reasonably equivalent exchange of value which is not intended to hinder, delay, or defraud any entity to which the Defendant was or became indebted to on or after the date of this Stipulation For Judgment, within the meaning of 11 U.S.C. § 548 (a) (1).
8. If within 91 days of the effective date of the judgment or of any payment made hereunder, the Defendant commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, (a) seeking to have any order for relief of the Defendant's debts, or seeking to adjudicate the Defendant as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee,

custodian, or other similar officials for the Defendant, or for all or any substantial part of the assets of the Defendant, the Defendant agrees as follows:

- a. The obligations of the Defendant shall not be avoided pursuant to 11 U.S.C. § 547, and the Defendant shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) the Defendant's obligations under this Stipulation For Judgment may be avoided under 11 U.S.C. § 547; (ii) the Defendant was insolvent at the time this Judgment was entered, or became insolvent as a result of any payment made to the State of Connecticut; or (iii) the mutual promises, covenants and obligations set forth in this Stipulation For Judgment do not constitute a contemporaneous exchange for new value given to the Defendant.
- b. If the obligations of the Defendant under this Stipulation For Judgment are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the State of Connecticut, at its sole option, may rescind its consent to this Stipulation For Judgment, and bring any civil and/or administrative claim, action, or proceeding against the Defendant for the claims that would otherwise be covered by the provisions of the Complaint in this action. The Defendant agrees that: (i) any such claims, actions, or proceedings brought by the State of Connecticut are not subject to an "automatic stay" pursuant to 11 U.S.C. §362 (a) as a result of the action, case, or proceeding described in the first clause of this paragraph, and that the Defendant will not argue or otherwise contend that the State of Connecticut's claims, actions, or proceedings are subject to an automatic stay; (ii) the Defendant shall not plead,



argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding which are brought by the State of Connecticut within 120 calendar days of written notification to the Defendant that any consent to enter into this Stipulation For Judgment has been rescinded pursuant to this paragraph, except to the extent such defenses were available on the effective date of this Stipulation For Judgment; and (iii) the State of Connecticut has a valid claim against the Defendant, in the amount of \$404,798, and the State of Connecticut may pursue its claim in this case, action, or proceeding referenced in the first clause of this paragraph, as well as in any other case, action, or proceeding.

- c. The Defendant acknowledges that her agreements in this paragraph are provided in exchange for valuable consideration provided in this Stipulation For Judgment.
9. The Defendant's debt to the State of Connecticut in the amount of \$404,798 constitutes a non-dischargeable debt under 11 U.S.C. §§ 523 (a) (2) (A), and/or 523 (a) (2) (B), and/or 523 (a) (4), and the Defendant shall not argue, dispute or otherwise take any contrary position in any case, proceeding, or action. The Defendant will not oppose the entry of judgment ordering that the debt in the amount of \$404,798 to the State of Connecticut constitutes a non-dischargeable debt under 11 U.S.C. §§ 523 (a) (2) (A), and/or 523 (a) (2) (B), and/or 523 (a) (4) in any case, proceeding, or action.
10. Contemporaneous with executing this Stipulation For Judgment, Leela Panoor shall execute the DSS Settlement Agreement, attached hereto as **Exhibit A** ("DSS Agreement"), which consents to the Connecticut Commissioner of Social Services limiting Leela Panoor's participation in the Connecticut Medical Assistance Program.

### **Default**

11. The Defendant is in default of this Stipulation for Judgment if she fails to pay any amount provided in Paragraph 5 of this Stipulation for Judgment when such payment is more than ten (10) days late ("Default").
12. In the event of Default as defined in Paragraph 11, above, the State of Connecticut will provide written notice of the Default, and Defendant shall have an opportunity to cure such Default within fourteen (14) days from the date of written notice. Notice of Default will be delivered to counsel for Defendant, or to such other representative as Defendant shall designate in advance in writing.
13. In the event a Default as defined in Paragraph 11, above, is not cured within the fourteen (14) day period specified in Paragraph 12, above, the State of Connecticut may exercise, in its sole discretion, one or more of the following, as applicable: (a) declare this Stipulation for Judgment breached and proceed against the Defendant for any claims released by this Stipulation for Judgment; or (b) notify the DSS of the Default, in which case the DSS may suspend Defendant for twenty (20) years from providing goods or services or otherwise participating in the CMAP. State of Connecticut healthcare programs shall not pay anyone for services or items furnished by Defendant in any capacity while Defendant is suspended. This payment prohibition applies to Defendant and all other individuals and entities (including, for example, anyone who employs or contracts with the Defendant, and any hospital, clinic or other provider where the Defendant provides services). The suspension applies regardless of who submits the claim or other request for payment. The Defendant shall not submit or cause to be submitted to any State of Connecticut health care program any claim or request for payment for services during the term of any suspension. Violation of the

conditions of a suspension may result in criminal prosecution, the imposition of civil monetary penalties and assessments, and an additional period of suspension. In addition, such suspension may result in an exclusion from all Federal health care programs under 42 U.S.C. 1320a-7(b)(5), which will have national effect, thereby affecting Defendant's ability to participate in all Federal health care programs to the same extent as described above for State of Connecticut programs. The Defendant waives any further notice of the suspension under Conn. Gen. State. § 17b-99 and Regs. Conn. State Agencies §§ 17-83k1-17-83k-7, and agrees not to contest such suspension either administratively or in any state or federal court. If at the end of the period of suspension Defendant wishes to apply for reinstatement, the Defendant must submit a written request for reinstatement to the DSS in accordance with the provisions of Regs. Conn. State Agencies §17-83k-7. Reinstatement to CMAP participation is not automatic. The Defendant will not be reinstated unless and until the DSS approves such request for reinstatement.

#### **Releases**

14. The Defendant hereby fully and finally releases, waives and discharges the State of Connecticut, as well as any and all of its agencies, officials, employees, attorneys, servants, and/or agents, from any and all claims, causes of action, and/or liability of any sort (including attorneys' fees, costs and expenses of every kind and however denominated) that the Defendant has asserted, could have asserted, or may in the future assert against the State of Connecticut, as well as any and all of its agencies, officials, employees, attorneys, servants, and/or agents, arising, concerning, or connected in any way to the State of Connecticut's investigation and prosecution of the Covered Conduct and this action, the conduct underlying

the claims in this action, and related conduct of any and all persons and entities of any sort whether or not named as defendants in this case or other cases, now or in the future.

15. The Defendant waives any legal interest of any sort in any claims for payment of any sort by the Connecticut Department of Social Services and the Connecticut Medical Assistance Program, to any providers in which the Defendant has an interest of any sort, including but not limited to any pending claims for Leela Panoor, M.D.

16. Subject to the exceptions in paragraph 17, below, and in consideration of the Defendant's obligations set forth in this Stipulation For Judgment, and conditioned upon receipt by the State of Connecticut of full payment as provided for by this Stipulation For Judgment, the State of Connecticut hereby releases, waives, and discharges the Defendant from any and all civil and administrative causes of action and/or liability of any sort (including attorneys' fees, costs and expenses of every kind and however denominated) which the State of Connecticut has asserted, could have asserted, or may in the future assert against the Defendant arising from the Covered Conduct.

17. This Stipulation For Judgment has no bearing on any criminal liability or federal liability the Defendant may have. Notwithstanding any term of this Stipulation For Judgment, the State of Connecticut does not release the Defendant from any of the following liabilities:

- a. any criminal, civil, or administrative liability arising under revenue and taxation statutes and regulations enforced by the State Department of Revenue Services;
- b. any criminal, civil, or administrative liability arising under statutes and regulations enforced by the State Department of Public Health;
- c. any civil or administrative liability the Defendant, has or may have to the State of Connecticut not expressly covered by the release in paragraph 16, above;

- d. any liability to the State of Connecticut (or their agencies) for any conduct other than the Covered Conduct;
- e. subject to the terms and conditions of the DSS Agreement, any administrative sanction, including suspension from the Connecticut Medical Assistance Program;
- f. any liability based upon obligations created by this Agreement; and
- g. any liability for personal injury or for other consequential damages arising from the Covered Conduct.

18. This Stipulation For Judgment is intended to be for the benefit for the Parties only, and the Parties do not release any liability against any other person or entity. Nothing in the Stipulation For Judgment shall be construed as a waiver or release of any private rights, causes of action, or remedies of any person against the Defendant with respect to the Covered Conduct. This Stipulation For Judgment shall neither create nor affect any rights of persons who are not parties to this Judgment.

#### **Notices**

19. Any notification, demand, or communication from one party to another party relative to this Stipulation For Judgment shall be in writing and delivered by facsimile or U.S. mail certified return receipt requested. Such notice shall be effective upon receipt. Notice shall be addressed to the State of Connecticut as follows:

**Michael E. Cole, Assistant Attorney General  
Antitrust & Government Program Fraud Department  
Office of the Attorney General  
P.O. Box 120  
55 Elm Street  
Hartford, CT 06141-0120  
Facsimile: (860) 808-5033**

Notice shall be addressed to the Defendants as follows:

**Paul W. Shaw  
Calvin K. Woo  
Verrill Dana LLP  
One Boston Place  
Suite 160  
Boston, MA 02108**

**Additional Terms**

20. Nothing in this Stipulation For Judgment shall relieve the Defendant of her other obligations under applicable federal, state and local law.
21. Nothing in this Stipulation For Judgment shall be construed to create a waiver of the State of Connecticut's sovereign immunity.
22. Nothing in this Stipulation For Judgment precludes the State of Connecticut from enforcing this Judgment, or from pursuing any law enforcement action with respect to the acts or practices of the Defendant not covered by this Judgment or any acts or practices of the Defendant conducted after the entry of this Judgment. The fact that such conduct is not expressly prohibited by the Judgment shall not be a defense to any such enforcement action.
23. This Stipulation For Judgment shall be governed by the laws of the State of Connecticut.
24. The exclusive forum for resolving any disputes under this Stipulation For Judgment shall be the Superior Court of the State of Connecticut for the Hartford Judicial District.
25. The Court shall retain jurisdiction over this matter to enforce the terms of the Stipulation For Judgment.
26. The State of Connecticut expressly reserves its right to seek from the Court any and all post-judgment remedies afforded by law in the event the Defendant violates her obligations under this Stipulation For Judgment.

27. This Stipulation For Judgment constitutes the complete agreement between the State of Connecticut and the Defendant, and may not be amended or modified except by written consent of the Parties and approval of the Court.
28. If any clause, provision, or section of this Stipulation for Judgment shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Stipulation for Judgment, and this Stipulation for Judgment shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or other provision had not been contained herein.
29. Time is of the essence with respect to each provision of this Stipulation For Judgment that requires action to be taken by the Defendant within a stated time period or upon a specified date or event.
30. This Stipulation for Judgment may be executed in any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart hereof and all of which together shall constitute one and the same document. One or more counterparts of this Stipulation For Judgment may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.
31. This Stipulation For Judgment may be disclosed to the public.
32. This Stipulation For Judgment shall be effective immediately upon entry by the Superior Court.

**STATE OF CONNECTICUT**

**DEFENDANT  
LEELA PANOOR, M.D.**



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**GEORGE JEPSEN**

**ATTORNEY GENERAL**

By: Michael E. Cole (Juris 417145)

Assistant Attorney General

55 Elm Street, P.O. Box 120

Hartford, CT 06141-120

860-808-5040

Email: Michael.cole@ct.gov

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**BY HER ATTORNEYS**

Paul W. Shaw

Calvin K. Woo

Verrill Dana LLP

One Boston Place

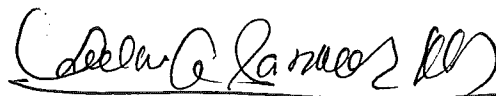
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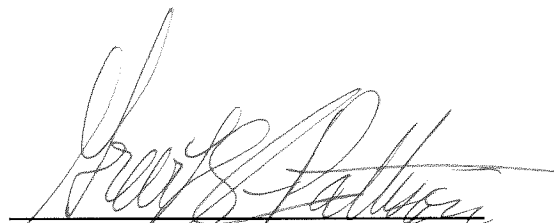
cwoo@verrilldana.com



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**Leela Panoor, M.D.**

Then and there personally appeared before me the above identified Leela Panoor, who executed the foregoing and who acknowledged its execution to be his free act and deed for the purposes stated herein before me, the undersigned authority, on the 1/13/16<sup>(13<sup>th</sup>)</sup> day of January, 2016.



**Commissioner of the Superior Court/**

**Notary Public**

**My commission expires on:**

GREER L. CUNNINGHAM-PATTISON

**NOTARY PUBLIC**


MY COMMISSION EXPIRES JAN. 31, 2017



### CERTIFICATION

I hereby certify that a copy of the foregoing Joint Motion For Judgment Upon Stipulation was mailed and/or electronically delivered in accordance with Conn. Prac. Bk. §§ 10-12 and 10-13 on *January 25, 2016*, to all counsel and pro se parties of record, as follows:

Paul W. Shaw  
Calvin K. Woo  
Verrill Dana LLP  
One Boston Place  
Suite 160  
Boston, MA 02108  
617-274-2860  
Email: pshaw@verrilldana.com  
cwoo@verrilldana.com

  
\_\_\_\_\_  
Michael E. Cole  
Assistant Attorney General

STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES

RE: Leela Panoor, M.D.

SETTLEMENT AGREEMENT

Leela Panoor, M.D., and the State of Connecticut Department of Social Services (collectively, "the Parties"), enter into this Settlement Agreement ("Agreement") and hereby mutually agree to settle all claims, liabilities, and obligations arising from the matters described below without further controversy, trial, or adjudication.

RECITALS

- A. The State of Connecticut Department of Social Services ("DSS") is the single state agency responsible for administering the Connecticut Medical Assistance Program ("CMAP"), which includes the Medicaid Program, pursuant to Conn. Gen. Stat. § 17b-2 (8).
- B. Leela Panoor, M.D. is a psychiatrist and is enrolled in the CMAP as a provider of behavioral health services to CMAP recipients. Up until July 2015, Leela Panoor's medical practice was located at 1733 Storrs Road, Suite # 11, Mansfield, Connecticut. Leela Panoor voluntarily closed her medical practice but continues to treat CMAP patients as an employee of Hockanum Valley Community Council Inc., located at 29 Naek Rd # 4, Vernon, Connecticut ("Hockanum"). As a CMAP provider, Leela Panoor is subject to all lawful CMAP requirements established by applicable state and federal rules, regulations, standards, and laws.
- C. Leela Panoor is a Defendant in the state civil matter of *State of Connecticut v. Leela Panoor, M.D.*, pending in the Connecticut Superior Court ("Civil Matter"). The

allegations in the Civil Matter involve, among other things, that Leela Panoor submitted or caused to be submitted, false claims for behavioral health services to the CMAP (Conn. Gen. Stat. § 4-275, *et. seq.*), as amended by 2014 Conn. Public Acts # 14-217, §§ 1-18). Leela Panoor neither admits nor denies that she violated the False Claims Act.

- D. In the Civil Matter, Leela Panoor has knowingly and voluntarily agreed to enter into a Stipulation For Judgment with the State of Connecticut. An express condition of the Stipulation For Judgment is that Leela Panoor execute this Agreement, and this Agreement is attached to the Stipulation For Judgment as **Exhibit A**.
- E. Pursuant to Conn. Gen. Stat. § 17b-99 and Regs. Conn. State Agencies §§ 17-83k-1 through 17-83k-7, the DSS may bring an administrative Notice of Regulatory Violations and Proposed Sanctions against Leela Panoor to suspend or otherwise limit Leela Panoor's participation as a provider in the CMAP or any other program administered by the DSS, to address the conduct alleged in the Civil Matter (hereinafter, the "Administrative Sanctions Violations").
- F. This Agreement is neither an admission of liability by Leela Panoor nor a concession by the DSS that its claims are not well-founded.
- G. This Agreement is being entered into to avoid the delay, uncertainty, and expense of protracted litigation of the Administrative Sanctions Violations.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

#### TERMS AND CONDITIONS

- 1. The DSS hereby orders the following limitations on Leela Panoor's participation in the CMAP as a condition of her continued participation in the program:
  - a) Leela Panoor agrees to voluntarily terminate her participation as a billing provider in the CMAP;

- b) Leela Panoor agrees to submit an application to the DSS to reenroll in the CMAP as a performing provider employed/contracted with an organization ("performing provider"). The DSS in its sole discretion may, but need not necessarily, enroll Leela Panoor as a performing provider;
- c) Subject to the DSS' decision to enroll Leela Panoor as a performing provider, Leela Panoor shall be limited to providing medical services to CMAP recipients only at Hockanum;
- d) Leela Panoor may request authorization from the DSS to provide medical services to CMAP recipients at other organizations enrolled as a provider group or clinic in the CMAP and Leela Panoor acknowledges that the DSS has the sole discretion to approve or deny such request; and
- e) Should the DSS decide to enroll Leela Panoor as a performing provider in the CMAP, Leela Panoor's enrollment as a performing provider in the CMAP shall be governed by all federal and state statutes, regulations and policies pertaining to a provider's participation in the CMAP, as well as the terms of this Agreement.

2. Leela Panoor fully and finally releases the DSS, the State of Connecticut, and their respective agencies, officers, agents, employees, attorneys, and servants, from any legal claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Leela Panoor has asserted, could have asserted, or may assert in the future against the DSS, the State of Connecticut, and their respective agencies, officers, agents, employees, attorneys, and servants, related to the Administrative Sanctions Violations, and any related investigation or prosecution thereof by the DSS

and the State of Connecticut.

3. If Leela Panoor fully complies with all the terms and conditions of this Agreement, the DSS will not to seek any additional administrative sanctions against Leela Panoor for the Administrative Sanctions Violations. This Agreement has no bearing on any criminal, civil, or federal administrative liability Leela Panoor may have for the Administrative Sanctions Violations.
4. Leela Panoor is expected to fully and timely comply with all of her obligations under this Agreement. A "default" of this Agreement means any material violation of Leela Panoor 's obligations under this Agreement that occurs after the effective date of this agreement , including, but not limited to, the obligations addressed in paragraph 1.
5. If Leela Panoor defaults on any of the terms and conditions of this Agreement, the DSS may, at its sole discretion, pursue any and all additional remedies under the law and/or this Agreement related to the Administrative Sanctions Violations.
6. Leela Panoor agrees that a default of this Agreement determined following the limited hearing provided for pursuant to paragraph 7 and occurring after the effective date of the Agreement is an independent basis for a suspension from providing goods or services or otherwise participating in the CMAP, and/or any and all other programs administered by the DSS.
7. To resolve a disputed default of this Agreement, the DSS shall afford Leela Panoor a limited hearing under the following conditions. Upon a determination by the DSS that Leela Panoor defaulted, before imposing a suspension, the DSS shall notify Leela Panoor in writing of: (a) Leela Panoor 's default; (b) the basis for DSS's determination that Leela Panoor is in default; and (c) the DSS's intent to exercise its

right to impose a suspension. This notification shall be referred to as the "Notice of Default and Suspension." The DSS shall send Leela Panoor the Notice of Default and Suspension by certified mail, return receipt requested. Leela Panoor may send to the Director of Quality Assurance, by certified mail, return receipt requested, an answer to the allegations contained in the Notice of Default and Suspension. Leela Panoor's answer must contain, but is not limited to, an admission or denial of each allegation and a clear and concise statement of all the facts on which Leela Panoor relies to deny or dispute the allegation of default. If Leela Panoor fails to file an answer to the Notice of Default and Suspension within 15 days of receipt of the Notice, Leela Panoor shall be deemed to have waived her limited hearing and the suspension will be imposed, effective 20 days after Leela Panoor's receipt of the Notice of Default and Suspension. If Leela Panoor files an answer in the manner required by this Agreement, the DSS shall schedule a limited hearing as soon as practicable. The hearing shall be limited in that: (a) the only issues heard shall be whether Leela Panoor is in default and if so, whether she should be suspended because she defaulted; (b) Leela Panoor will have the burden of proof and the burden of persuasion at the hearing; (c) the hearing will not be subject to the party and intervenor process in Conn. Gen. Stat. § 4-177a; (d) the hearing will not be subject to the proposed final decision process in Conn. Gen. Stat. § 4-179; (e) notwithstanding the provisions of the provisions of the Uniform Administrative Procedures Act, or appeal rights arising under any other statutes, regulations, or state and federal law, the hearing officer's decision, which may be in writing or orally stated on the record, shall be final for all purposes and not subject to any further appeals, reviews, or

reconsideration in any forum; and, (f) if the hearing officer decides to suspend Leela Panoor, such suspension shall take effect 10 days after the hearing officer's decision is personally delivered or mailed by the DSS to Leela Panoor. Any limited hearing offered by the DSS pursuant to this Agreement is not a hearing required by statute or regulation and is not subject to any further appeals, reviews, or reconsideration in any forum.

8. Apart from her right to contest a Notice of Default and Suspension pursuant to paragraph 7, Leela Panoor waives and shall not assert any defenses she may have to the DSS' actions taken pursuant to this Agreement. Leela Panoor waives any further notice of this Agreement and agrees not to contest this Agreement either administratively or in any state or federal court.
9. Any notice necessary under this Agreement shall be in writing and delivered by facsimile or certified mail return receipt requested. Such notice shall be effective upon receipt. Notice shall be addressed to the DSS as follows:

**John F. McCormick, Director  
Office of Quality Assurance  
Department of Social Services  
55 Farmington Avenue  
Hartford, CT 06105-3730**

and

**Michael E. Cole, Assistant Attorney General  
Antitrust & Government Program Fraud Department  
Office of the Attorney General  
P.O. Box 120  
55 Elm Street  
Hartford, CT 06141-0120**

Notice shall be addressed to Leela Panoor as follows:

**Paul W. Shaw**

**Calvin K. Woo  
Verrill Dana LLP  
One Boston Place  
Suite 160  
Boston, MA 02108**

The Parties may designate a different address or addressee for notice or submissions by serving the other party with written notice of the new address or addressee.

10. Leela Panoor admits all jurisdiction of the DSS to enter into this Agreement. Leela Panoor understands this Agreement shall have no force or effect, nor shall it become a part of the official record, unless or until it is accepted in writing by the DSS. The effective date of this Agreement is the date the DSS signs the Agreement. Upon written acceptance by the DSS, the Agreement shall become final without further notice to Leela Panoor. The Agreement shall be governed by the laws of the State of Connecticut. The Parties agree that exclusive jurisdiction and venue for any dispute arising under the Agreement shall be the Superior Court for the Hartford Judicial District. All applicable statutes of limitation, to the extent any such statute even applies to a claim by the DSS, shall be tolled from the date of the acceptance and approval of this Agreement. Except as explicitly stated, this Agreement shall not create or extinguish any of the Parties' rights or obligations. This Agreement concerns the Administrative Sanctions Violations only. Nothing in this Agreement shall be construed to create a waiver of the State of Connecticut's sovereign immunity. This Agreement shall neither create nor affect any rights of persons who are not parties to this Agreement.
11. All issues which are not part of the Administrative Sanctions Violations, and all time periods prior to and subsequent to the time period encompassed by the Administrative



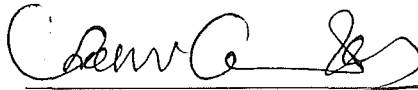
Sanctions Violations, remain subject to all ordinary DSS procedures including audits of paid claims. The DSS expressly reserves all of its existing rights related to provider enrollment and claims submitted to CMAP for conduct occurring after the effective date of this Agreement including, but not limited to, the following: (a) subject to the terms in Paragraph 1 of this Agreement, to terminate Leela Panoor's CMAP participating provider enrollment agreement(s); (b) to audit Leela Panoor's records at any time; (c) to refer credible allegations of fraud to the Medicaid Fraud Control Unit or other law enforcement agencies; and, (d) to take any civil and/or administrative enforcement action the DSS determines is warranted as provided by law. Leela Panoor reserves all of her existing rights related to issues which are not part of the Administrative Sanctions Violations to challenge or appeal any such enforcement action(s) by the DSS.

12. This Agreement shall have no precedential effect whatsoever adverse to the Parties, and is based upon the unique circumstances surrounding this case. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.
13. Leela Panoor warrants she has full power and authority to enter into this Agreement. The Parties consent to the disclosure of this Agreement to the public. Leela Panoor has read this Agreement, discussed it with her counsel, understands it, and agrees to be bound by it. Leela Panoor is knowingly and voluntarily signing this Agreement.


This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement. This Agreement is binding on the Parties' successors, transferees, heirs, and assigns.

LEELA PANOOR, MD

Date: 1/13/16

  
\_\_\_\_\_  
Leela Panoor

Acknowledged before me on January 13, 2016

  
\_\_\_\_\_  
Notary Public / Commissioner of the Superior Court

GREER L. CUNNINGHAM-PATTISON  
**NOTARY PUBLIC**  
MY COMMISSION EXPIRES JAN. 31, 2017

My Commission Expires On \_\_\_\_\_

**STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES**

1/13/16  
\_\_\_\_\_  
Date

\_\_\_\_\_  
John F. McCormick, Director  
Office of Quality Assurance  
Department of Social Services

LEELA PANOOR, MD

Date: \_\_\_\_\_

\_\_\_\_\_  
Leela Panoor

Acknowledged before me on \_\_\_\_\_

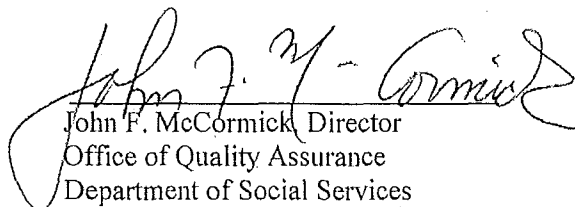
\_\_\_\_\_  
Notary Public / Commissioner of the Superior Court

My Commission Expires On \_\_\_\_\_

STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES

\_\_\_\_\_  
Date

1/20/2016

  
John F. McCormick, Director  
Office of Quality Assurance  
Department of Social Services

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