

RETURN DATE: FEBRUARY 9, 2016

STATE OF CONNECTICUT,
Plaintiff,

: Superior Court

v.

: Judicial District of Hartford

LEELA A. PANOOR, M.D.
Defendant

: JANUARY 25, 2016

COMPLAINT

Plaintiff State of Connecticut alleges the following against defendant Leela A. Panoor, M.D.

SUMMARY

1. This action seeks treble damages, civil penalties, and other relief for Defendant's knowing submission of false claims for reimbursement for behavioral health and psychiatric services provided to indigent and/or disabled Connecticut citizens who receive health care goods and services through Connecticut's Medicaid program, administered by the Connecticut Department of Social Services (the DSS or the department) as part of the Connecticut Medical Assistance Program (CMAP). Defendant's conduct, as detailed herein, violated the Connecticut False Claims Act, Connecticut General Statute §§ 17b-301a — p (2009) (amended and re-codified at Connecticut General Statute §§ 4-274 — 4-289 (2014)); Connecticut General Statute §§ 17b-301a — p (2011) (amended and re-codified at Connecticut General Statute §§ 4-274 — 4-289 (2014)); and Connecticut General Statute §§ 4-274 — 4-289 (2014). Count 1 seeks treble damages, civil penalties and other relief for Defendant's violations of the Connecticut False Claims Act.

PARTIES

2. The plaintiff is the STATE OF CONNECTICUT, represented by GEORGE JEPSEN, ATTORNEY GENERAL. This action is brought by virtue of the authority of GEORGE JEPSEN, ATTORNEY GENERAL, pursuant to Connecticut General Statute § 4-276.

3. Defendant Leela A. Panoor, M.D., (hereafter, Leela Panoor) is a psychiatrist licensed by the State of Connecticut and a resident of Tolland, Connecticut.

4. During the time period covered by this Complaint, Leela Panoor was a psychiatrist who provided psychiatric care to Medicaid patients at her offices located in Mansfield, Connecticut. Leela Panoor exercised management authority and control over her medical practice's operations.

5. Defendant Leela Panoor was enrolled as a provider in the CMAP during the time period relevant to the conduct discussed herein.

LEGAL AND PUBLIC POLICY BACKGROUND

6. The federal False Claims Act (FCA) provides in relevant part that any person who: (a) knowingly presents or causes to be presented a false or fraudulent claim for payment or approval; or (b) knowingly makes, uses or causes to be made or used, a false record or statement material to a false or fraudulent claim, is liable to the United States for relief including civil penalties and treble damages. 31 U.S.C. § 3729(a)(1)(A) & (B).

7. The Connecticut False Claims Act (the Act) is modeled after the FCA. As enacted in 2009, the Act provided in relevant part that any person who: (a) knowingly presents or

causes to be presented, to an officer or employee of the state, a false or fraudulent claim for payment or approval under a medical assistance program administered by the DSS; or (b) knowingly makes, uses or causes to be made or used, a false record or statement to secure the payment or approval by the state of a false or fraudulent claim under a medical assistance program administered by the DSS, is liable to the State of Connecticut for relief including civil penalties, treble damages, and the costs of investigation and prosecution of this action. Conn. Gen. Stat. §§ 17b-301b(a)(1), (2) and (b) (2009) (current version at §§ 4-275(a)(1), (2) and (b) (2014)).

8. For the purposes of the Act, “knowing” and “knowingly” means that a person, with respect to information: (a) has actual knowledge of the information; (b) acts in deliberate ignorance of the truth or falsity of the information; or (c) acts in reckless disregard of the truth or falsity of the information, without regard to whether the person intends to defraud. Conn. Gen. Stat. § 4-274(1).

9. Medicaid is a joint federal-state program that provides health care benefits for certain groups, including the indigent and disabled. The federal Medicaid statutes set forth the minimum requirements for state Medicaid programs to qualify for federal funding. 42 U.S.C. § 1396a. The federal share of each state’s Medicaid payments is based on the state’s per capita income compared to the national average. 42 U.S.C. § 1396d(b). State Medicaid programs pay the balance, which is referred to as the “state share.” During the relevant time period of this Complaint, the “state share” for the State of Connecticut’s Medicaid program was approximately fifty (50%) percent.

10. The State of Connecticut, through the DSS, administers the CMAP. The CMAP includes the State of Connecticut's Medicaid program. The Commissioner of the DSS is authorized to promulgate regulations as are necessary to administer CMAP, including the State of Connecticut's Medicaid program. Regulations of Connecticut State Agencies § 17b-262-523(13). CMAP, via the DSS, pays for health benefits provided to program recipients.

CMAP PROVIDER ENROLLMENT AND PARTICIPATION

11. Providers of goods and services to CMAP recipients are obligated to adhere to CMAP requirements in order to participate in and receive payment from CMAP via the DSS. Regulations of Connecticut State Agencies § 17b-262-522.

12. "Provider" means "any individual or entity that furnishes Medical Assistance Program goods or services pursuant to a provider agreement with the department and is duly enrolled and in good standing or, as the context may require, an individual or entity applying for enrollment in the Medical Assistance Program." Regulations of Connecticut State Agencies § 17b-262-523(22).

13. "Provider agreement" means "the signed, written, contractual agreement between the department and the provider of services or goods." Regulations of Connecticut State Agencies § 17b-262-523(23).

14. The DSS enters into a CMAP Provider Enrollment Agreement (Provider Agreement) with every provider to establish their eligibility to participate in the program. The Provider Agreement contains a certification that provides, in relevant part: **"THE UNDERSIGNED BEING THE PROVIDER OR HAVING THE SPECIFIC AUTHORITY**

TO BIND THE PROVIDER TO THE TERMS OF THIS AGREEMENT, AND HAVING READ THIS AGREEMENT AND UNDERSTANDING IT IN ITS ENTIRETY, DOES HEREBY AGREE, BOTH INDIVIDUALLY AND ON BEHALF OF THE PROVIDER AS A BUSINESS ENTITY, TO ABIDE BY AND COMPLY WITH ALL OF THE STIPULATIONS, CONDITIONS, AND TERMS SET FORTH HEREIN.” Connecticut Department of Social Services, Medical Care Administration, Provider Enrollment Agreement, page 12 (2011).

15. In the Provider Agreement, the provider agrees to "abide by the DSS' Medical Assistance Program Provider Manual(s), as amended from time to time, as well as all bulletins, policy transmittals, notices, and amendments" Connecticut Department of Social Services, Medical Care Administration, Provider Enrollment Agreement, ¶ 10 (2008).

16. The provider also agrees in the Provider Agreement to "submit only those claims for goods and services that are covered by the Connecticut Medical Assistance Program and documented by Provider as being: . . . for compensation that Provider is legally entitled to receive" *Id.* at ¶ 15.

17. The provider also agrees in the Provider Agreement to "cooperate fully and make available upon demand by federal and state officials and their agents all records and information that such officials have determined to be necessary to assure the appropriateness of DSS payments made to the Provider" *Id.* at ¶ 22.

18. In addition, under a section in the Provider Agreement entitled **Fraud and Abuse; Penalties**, the provider agrees to comply with, *inter alia*, the Act, and the provider

expressly acknowledges and understands that the prohibitions set forth in the Act include, but are not limited to, (a) "false statements, claims, misrepresentation, concealment, failure to disclose and conversion of benefits"; and (b) "charging or receiving reimbursement in excess of that provided by the State." *Id.* at ¶ 26.

19. The CMAP distinguishes providers based on type and specialty. Regulations of Connecticut Agencies § 17b-252-524(e).

20. Psychiatrists are enrolled in the CMAP as physicians with a specialty in psychiatry. Accordingly, psychiatrists are required to follow DSS' provider manuals, regulations, and policy transmittals applicable to psychiatrists, as well as DSS' provider manuals, regulations, and policy transmittals applicable to all physicians.

21. A "psychiatrist" is defined as "a physician licensed pursuant to section 20-10 of the Connecticut General Statutes who specializes in the study, diagnosis, treatment, and prevention of mental and social disorders." Regulations of Connecticut State Agencies § 17b-262-453(26).

CMAP PAYMENT REQUIREMENTS

22. To receive payment for goods and services, providers are required to *inter alia*: (a) meet and maintain all applicable licensing, accreditation and certification requirements; (b) meet and maintain all DSS enrollment requirements including the timely submission of a complete provider enrollment or reenrollment form and submission of all enrollment information and such affidavits as the DSS may require; and (c) have a valid Provider Agreement on file which is signed by the provider and the DSS. This agreement, which is periodically updated,

remains in effect for the duration specified in the agreement. The Provider Agreement specifies conditions and terms that govern the program and to which the provider is mandated to adhere in order to participate in the program. Regulations of Connecticut State Agencies §§ 17b-262-454; 17b-262-524.

23. Like all CMAP enrolled providers, psychiatrists are required to "maintain a specific record for all services received for each client eligible for Medical Assistance Program payment including, but not limited to: name, address, birth date, Medical Assistance Program identification number; pertinent diagnostic information, a current treatment plan signed by the psychiatrist, documentation of services provided, and the dates the services were provided." Regulations of Connecticut State Agencies § 17b-262-463(a).

24. If the service provided to a CMAP recipient is a time-based service (*i.e.*, codes are used to report the total duration of time spent by a physician providing psychiatric care services to a patient), the psychiatrist must document the amount of face-to-face time spent with the patient. Regulations of Connecticut State Agencies § 17b-262-463(e).

25. Psychiatrists must maintain all documentation for five years and the documentation is subject to review by authorized personnel. Regulations of Connecticut State Agencies § 17b-262-463(b).

26. "In event of a dispute concerning a service provided, documentation shall be maintained until the end of the dispute or five years, whichever is greater." Regulations of Connecticut State Agencies § 17b-262-463(b).

27. "Failure to maintain all required documentation shall result in the disallowance and recovery by the [DSS] of any amounts paid to the psychiatrist for which the required documentation is not maintained or provided to the [DSS] upon request." Regulations of Connecticut State Agencies § 17b-262-463(c).

28. Payment for services provided by psychiatrists are limited to "medically necessary and medically appropriate psychiatric services for Medical Assistance Program eligible clients which are provided by a licensed physician who specializes in the study, diagnosis, treatment, and prevention of mental and social diseases." Regulations of Connecticut State Agencies § 17b-262-457.

29. "Any payment, or part thereof, for Medical Assistance Program good or services which represents an excess over the payment authorized, or a violation due to abuse or fraud, shall be payable to the department." Regulations of Connecticut State Agencies § 17b-262-533. The regulations define "overpayment" to mean "any payment that represents an excess over the allowable payment under state law including, but not limited to, amounts obtained through fraud and abuse". Regulations of Connecticut State Agencies § 17b-262-523(18).

30. The reimbursement amounts that the DSS pays enrolled providers for providing services to CMAP recipients are based upon the rates established by the DSS Commissioner (Fee Schedule). Regulations of Connecticut State Agencies §§ 17b-262-461; 17b-262-530(a).

31. The Fee Schedule is based upon various codes found in the American Medical Association's (AMA) Current Procedural Terminology (CPT) codes that correspond to the level of serviced provided.

32. The fees which the DSS pays for services vary depending upon the type of the service provided, the amount of face-to-face time spent with the patient while providing the service or the complexity of the service provided, and the type of provider who provided the services. Reimbursement rates for services provided to CMAP recipients are thus based upon the level of service provided by the enrolled provider.

33. Included within the fee schedules are the reimbursement amounts for behavioral health services provided by an enrolled psychiatrist. The following chart lists the behavioral health CPT codes most relevant to this Complaint and a description of the services required to be provided in order to charge for the particular CPT code. These CPT codes and descriptions were applicable between January 1, 2010 and December 31, 2012.¹

| CPT Code | Description of Services Provided |
|----------|---|
| 90807 | Individual psychotherapy, insight oriented, behavior modifying and/or supportive, in an office or outpatient facility, with medical evaluation and management services, approximately 45 to 50 minutes face-to-face with the patient. |
| 90853 | Group Psychotherapy (Other Than of a Multiple-Family Group) |
| 90862 | Pharmacologic management, including prescription, use and review of medication with no more than minimal medical psychotherapy. |

These CPT codes and descriptions were applicable beginning January 1, 2013.

| CPT Code | Description of Services Provided |
|----------|--|
| 90833 | Psychotherapy, 30 minutes with patient and/or family member (time range 16-37 minutes) when performed with an evaluation and management service. |

¹ The CPT codes and their descriptions are periodically modified by the AMA. The CPT codes in effect during the time period alleged in this Complaint are the 2010, 2011, 2012 and 2013 CPT codes.

| | |
|-------|---|
| 90836 | Psychotherapy, 45 minutes with patient and/or family member (time range 38-52 minutes) when performed with an evaluation and management service |
|-------|---|

THE SUBMISSION OF FALSE CLAIMS TO THE CMAP

34. Between March 2010, and September 30, 2013, Leela Panoor violated the Act by knowingly: (a) submitting claims for services that were not documented; and (b) overbilling for services provided.

35. The relevant time period for the conduct and causes of action set forth below is for the time period including March 2010, through September 30, 2013.

36. During this time period Leela Panoor was a licensed physician practicing psychiatry and holding Connecticut Department of Public Health license # 024173.

37. At various times during the relevant time period, Leela Panoor was also enrolled as a provider in the Medicare program and certain commercial health insurance plans.

38. Leela Panoor submitted claims for reimbursement to the DSS for services and received payment of approximately \$566,287 for psychiatric services allegedly provided to CMAP recipients by Leela Panoor during the relevant time period.

RELEVANT FACTS

39. From approximately March 2010 through at least September 2013, Leela Panoor submitted claims to the DSS which were upcoded or for which she did not have the supporting documentation for the services she billed to the CMAP.

40. The practice of "upcoding" occurs when a provider knowingly uses a higher-paying code on the claim form for a CMAP recipient to reflect the use of a more expensive service, procedure or device than was actually used or was medically necessary.

Upcoding – March 2010 through December 2012

41. During the time period March 2010 through December 2012, Leela Panoor submitted, or caused to be submitted, claims to the DSS using CPT codes 90853 (group therapy) and 90807 (individual psychotherapy, approximately 45-50 minutes spent face-to-face with the patient), indicating that she provided the Medicaid patient with both individual psychotherapy and group counseling on the same date of service.

42. In fact, in the vast majority of those instances where Leela Panoor submitted, or caused to be submitted, a claim for both the group therapy and the individual psychotherapy on the same date of service for the same CMAP patient, Leela Panoor did not provide a 45 minute psychotherapy session but instead provided medication management services, or a brief meeting with the patient for the purpose of monitoring or changing the patient's drug prescription ("drug change/dosage adjustment"), for which she should have billed CPT code 90862.

43. Both medication management, which includes "no more than minimal" psychotherapy (CPT code 90862), and drug change/dosage adjustment services (HCPCS Level II code M0064), have a lower level of reimbursement under the CMAP fee schedule than CPT code 90807.

Upcoding – January 2013 through September 2013

44. CPT codes are maintained and regularly updated by the AMA's CPT Editorial Panel (AMA panel). Effective in January 2013, the AMA panel made changes to the psychotherapy codes found in the Psychiatry section of the 2013 CPT Manual.

45. Among the CPT codes that were phased out were CPT code 90807 and CPT code 90862.

46. In place of the CPT code 90807, the AMA panel introduced what are referred to as "add-on" codes, which are codes for specific services that can be provided only in combination with other diagnostic evaluation, psychotherapy and group psychotherapy services. Add-on codes identify an additional part of the treatment above and beyond the principal service (i.e., an office visit for the evaluation and management of an established patient).

47. Beginning in January 2013 and continuing through September 30, 2013, Leela Panoor changed her billing practice and ceased billing the CPT code 90807 and instead submitted claims, or caused the submission of claims to the DSS, using CPT codes 90833 or 90836, which she "added on" to the CPT code for an office visit for the evaluation and management of her patients (E/M code).

48. The E/M code Leela Panoor primarily used to bill the CMAP was CPT code 99214, which requires two of three components in treating the patient: (a) a detailed history, (b) a detailed examination or (c) medical decision making of moderate complexity.

49. In fact, in the vast majority of those instances where Leela Panoor submitted, or caused to be submitted, a claim with an E/M code and a CPT add-on code 90833 or 90836, Leela

Panoor did not provide a psychotherapy session but instead provided medication management services, or a brief meeting with the patient for drug change/dosage adjustment.

50. Leela Panoor knew, or should have known that beginning in 2013, medication management, and drug change/dosage adjustment services provided by psychiatrists were required to be billed under the appropriate E/M code instead (i.e., CPT code 99214).

51. Leela Panoor's submission of claims to the DSS with the add-on code, and the E/M code and, in many instances, the CPT code for group therapy (CPT code 90853) for the same patient on the same date of service, resulted in her receiving reimbursement at a higher rate than she was entitled to for the psychiatric services she actually provided to CMAP patients.

52. Accordingly, during the time period January 2010 through September 2013, Leela Panoor knowingly submitted or caused to be submitted claims for services using higher level CPT codes, when the time spent with the CMAP recipient was less than the length of time or type of service required by the CPT code.

53. The DSS believed that the information contained in the claims for reimbursement Leela Panoor submitted or caused to be submitted for her Medicaid patients was accurate and truthful, and thus, the DSS relied on this information in making its decision to pay the claims.

CAUSE OF ACTION

COUNT 1

Connecticut State False Claims Act (2009)

Conn. Gen. Stat. §§ 17b-301b(a)(1), (b) (2009) (*current version at §§ 4-275(a)(1), (b) (2014)*)

PRESENTATION OF FALSE OR FRAUDULENT CLAIMS

54. The allegations of ¶¶1 — 53 of this Complaint are incorporated herein as allegations of Count 1 as if fully set forth herein. The STATE OF CONNECTICUT further alleges as follows.

55. The provisions of Connecticut General Statute § 17b-301b(a)(1) (2009) (*current version at Connecticut General Statute § 4-275(a)(1) (2014)*), prohibit the knowing presentation, to an officer or employee of the state a false or fraudulent claim for payment or approval under a medical assistance program administered by the DSS.

56. Between March 2010 and September 2013, Leela Panoor knowingly presented or caused to be presented, to an officer or employee of the state, false claims for payment or approval under a medical assistance program administered by the DSS.

57. Between March 2010 and September 2013, Leela Panoor knowingly submitted false claims to the DSS as detailed above.

58. By virtue of the false claims made or caused to be made by Leela Panoor the state has suffered damages.

PRAYER FOR RELIEF

WHEREFORE, pursuant to Connecticut General Statute § 17-301b(b) (2009) (amended and re-codified at Connecticut General Statute §4-275(b) (2014)); the STATE OF CONNECTICUT requests the following relief:

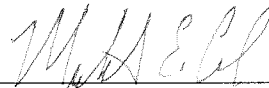
59. A civil penalty of not less than five thousand five hundred dollars or more than eleven thousand dollars, or as adjusted from time to time by the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, and for each violation of the Act;

60. Three times the amount of damages that the STATE OF CONNECTICUT sustained because of the acts of the Defendant;

61. Costs of investigation and prosecution of this action;

**PLAINTIFF
STATE OF CONNECTICUT**

BY: GEORGE JEPSEN
ATTORNEY GENERAL



Michael E. Cole (Juris #417145)
Assistant Attorney General
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v.

: Judicial District of Hartford

LEELA PANOOR
Defendant

: JANUARY 25, 2016

AMOUNT IN DEMAND

The amount, legal interest, or property in demand is \$15,000.00 or more, exclusive of interests or costs.

**PLAINTIFF
STATE OF CONNECTICUT**

BY: GEORGE JEPSEN
ATTORNEY GENERAL



Michael E. Cole (Juris #417145)
Assistant Attorney General
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DOCKET NO.: # *HHd - CV - 16 - 60655315*

STATE OF CONNECTICUT

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SUPERIOR COURT

V.

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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)

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BY HER ATTORNEYS

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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.: #] *HH*D - CV - 16 - 60655315

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

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 1st 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 1st 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.



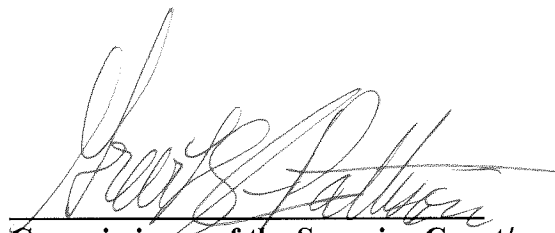
GEORGE JEPSEN
ATTORNEY GENERAL
By: Michael E. Cole (Juris 417145)
Assistant Attorney General
55 Elm Street, P.O. Box 120
Hartford, CT 06141-120
860-808-5040
Email: Michael.cole@ct.gov

BY HER ATTORNEYS
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



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^(13th) 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.

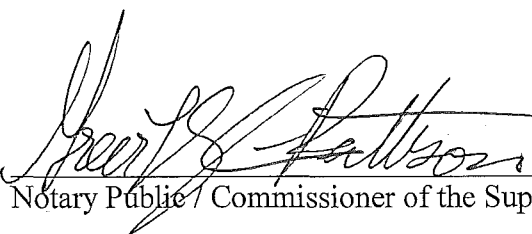
LEELA PANOOR, MD

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

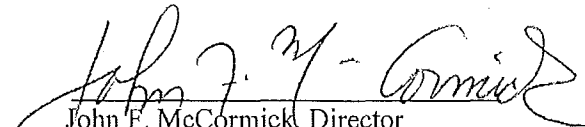
Acknowledged before me on _____

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

Field (