

SETTLEMENT AGREEMENT

I. PARTIES

This Settlement Agreement ("Agreement") is entered into among the State of Connecticut, acting through the Attorney General of the State of Connecticut (the "State of Connecticut") and John F. Gallagher ("Gallagher"), through their authorized representatives. The State of Connecticut and Gallagher are hereinafter collectively referred to as the "Parties."

II. RECITALS

A. The State of Connecticut contends that it brought certain civil claims against Gallagher in the civil matter of *State of Connecticut v. Gary Anusavice, et al.*, HHD-CV12-6032889-S, pending in the Connecticut Superior Court ("Civil Matter"). The allegations in the Civil Matter involve, among other things, Gallagher submitting or causing to be submitted false or fraudulent provider enrollment applications to Connecticut Medicaid which failed to disclose the disciplinary, administrative, civil, and/or criminal history of Gary Anusavice, as well as Gary Anusavice's active participation, management, control, and/or ownership interest in various dental practices, and pursuant to those false or fraudulent provider enrollment applications, submitting or causing to be submitted dental claims to Connecticut Medicaid. The foregoing conduct is referred to below as the "Covered Conduct".

B. This Settlement Agreement is neither an admission of liability by Gallagher, nor a concession by the State of Connecticut that its claims are not well founded.

C. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:



III. TERMS AND CONDITIONS

1. Gallagher agrees that, contemporaneous with executing this Agreement, Gallagher shall execute the document, attached hereto as **Exhibit A**, which consents to the Connecticut Commissioner of Social Services permanently excluding and suspending Gallagher from participating in the Connecticut Medical Assistance Program, administered by the Connecticut Department of Social Services ("Suspension Agreement").

2. Subject to the exceptions in Paragraph 3 (concerning excluded claims) below, and conditioned upon Gallagher executing this Agreement and the Suspension Agreement, the State of Connecticut releases Gallagher from any civil claims the State of Connecticut has, or could have asserted, for the Covered Conduct under: (a) Section 4-274, *et seq.*, of the Connecticut General Statutes (Connecticut False Claims Act);¹ (b) Section 42-110a, *et seq.*, of the Connecticut General Statutes (Connecticut Unfair Trade Practices Act); and (c) any other civil statute or common law. In addition, conditioned upon Gallagher executing this Agreement and the Suspension Agreement, the State of Connecticut shall file a Withdrawal (form JD-CV-41) in the Civil Matter, as to Gallagher.

3. Notwithstanding the releases given in Paragraph 2 of this Agreement, or any other term of this Agreement, the following claims of the State of Connecticut are specifically reserved and are not released:

- a. Any liability arising under the laws and regulations that are administered and enforced by the State of Connecticut Department of Revenue Services;
- b. Any criminal liability;

¹ Previously codified as Conn. Gen. Stat. § 17b-301, *et seq.*



- c. Any liability to the State of Connecticut (or their agencies) for any conduct other than the Covered Conduct;
- d. Any liability based upon obligations created by this Agreement;
- e. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services;
- f. Any liability for failure to deliver goods or services due; and
- g. Any liability for personal injury or property damage or for other consequential damages arising from the Covered Conduct.

4. Gallagher fully and finally releases the State of Connecticut, its agencies, employees, servants, and agents from any claims in their official and individual capacities (including attorney's fees, costs, and expenses of every kind and however denominated) that Gallagher has asserted, could have asserted, or may assert in the future against the State of Connecticut, its agencies, employees, servants, and agents, related to the Covered Conduct and the State of Connecticut's investigation and prosecution thereof.

5. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity.

6. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

7. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

8. This Agreement is governed by the laws of the State of Connecticut. The exclusive jurisdiction and venue for any dispute relating to this Agreement is Superior Court for

the Judicial District of Hartford, Connecticut. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

9. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

10. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

11. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

12. Nothing in this Agreement shall be construed to create a waiver of the State of Connecticut's sovereign immunity.

13. All Parties consent to the State of Connecticut's disclosure of this Agreement, and information about this Agreement, to the public.


14. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.



THE STATE OF CONNECTICUT

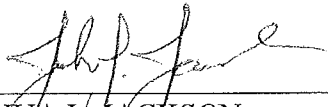
GEORGE JEPSEN
ATTORNEY GENERAL

DATED: 5/26/2015

BY: 

ROBERT TEITELMAN
Assistant Attorney General
State of Connecticut

DATED: 5/26/2015

BY: 

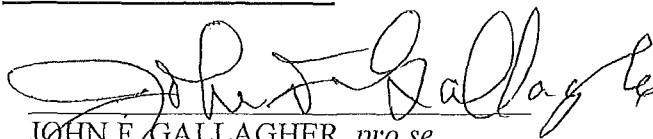
JOSHUA L. JACKSON
Assistant Attorney General
State of Connecticut

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JOHN F. GALLAGHER

DATED: _____

BY:



JOHN F. GALLAGHER, *pro se*

EXHIBIT A

**STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES**

RE: John F. Gallagher

SUSPENSION AGREEMENT

This Suspension Agreement (“Agreement”) is entered into among the State of Connecticut Department of Social Services and John F. Gallagher (collectively, “the Parties”) through their authorized representatives.

RECITALS

- A. Pursuant to Conn. Gen. Stat. § 17b-2 (8), the State of Connecticut Department of Social Services (“Department”) is the single state agency responsible for administering the Medicaid Program, which is part of the Connecticut Medical Assistance Program (“CTMAP”).
- B. John F. Gallagher (“the Respondent”) is currently a Defendant in the state civil matter of *State of Connecticut v. Gary Anusavice, et al.*, HHD-CV12-6032889-S, pending in the Connecticut Superior Court (“Civil Matter”). The allegations in the Civil Matter involve the Respondent having had, among other things, defrauded the Medicaid program and the Department. In the Civil Matter, the Respondent is alleged to have committed violations of the Connecticut False Claims Act (Conn. Gen. Stat. § 4-274, *et. seq.*),¹ as well as violations of the Connecticut Unfair Trade Practices Act (Conn. Gen. Stat. § 42-110a, *et seq.*).
- C. In the Civil Matter, the Respondent has knowingly and voluntarily agreed to enter into a Settlement Agreement with the State of Connecticut. An express condition of the

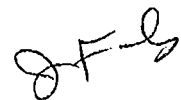
¹ Previously codified as Conn. Gen. Stat. § 17b-301, *et seq.*

Settlement Agreement is that the Respondent execute this Agreement, and a copy of this Agreement will be attached to the Settlement Agreement as **Exhibit A**.

- D. Pursuant to Conn. Gen. Stat. § 17b-99 and Regs., Conn. State Agencies §§ 17-83k-1 through 17-83k-9, the Department may bring an administrative Notice of Regulatory Violations and Proposed Sanctions against the Respondent to suspend the Respondent from providing goods or services under the CTMAP or any other program administered by the Department for the conduct alleged in the Civil Matter.
- E. This Agreement is neither an admission of liability by the Respondent, nor a concession by the State of Connecticut and the Department that its legal claims are not well founded.
- F. In consideration of the provisions in the Settlement Agreement, as well as the mutual promises and obligations of this Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

- 1. Pursuant to Connecticut General Statutes § 17b-99 and Regulations of Connecticut State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, and the Consent Order, below, the Respondent will be permanently excluded and suspended from providing any goods or services or otherwise participating in the CTMAP, the Medicaid Program, and/or any and all other programs administered by the Department (hereinafter, "Suspension").
- 2. The Respondent understands this Suspension may result in an exclusion that shall have national effect and apply to Medicare, Medicaid, and all other federal health care programs providing health care benefits, whether directly through insurance or otherwise, that is funded directly, in whole or part, by the United States Government, and any State health care program including, but not limited to, Medicaid, the



Maternal and Child Health Services Block Grant program, and Block Grants to States for Social Services.

3. The Respondent acknowledges that pursuant to this Suspension, the Department shall not reimburse any enrolled provider for goods or services, including administrative and management services, furnished, ordered, or prescribed by the Respondent in any capacity. The prohibition against payment for administrative and management services extends to all services directly related, or indirectly related, to patient care, but that are a necessary component of providing goods and services to program beneficiaries including, but not limited, to services related to treatment plan reviews, data entry, claims processing, preparation for providing goods or services, transportation, delivery, or providing equipment, goods, or services used to provide goods and services to program beneficiaries. This payment prohibition applies to the Respondent and all other individuals and entities (including, for example, anyone who employs or contracts with the Respondent). The Suspension applies regardless of who submits the claim or other request for payment.
4. The Respondent shall never submit or cause to be submitted to any program administered by the Department any claim or request for payment for goods or services, including administrative and management services, furnished, ordered, or prescribed by the Respondent or otherwise.
5. The Respondent understands that violation of the conditions of this Suspension may result in, among other things, criminal prosecution and the imposition of civil monetary penalties and assessments.
6. The Respondent agrees to hold any and all programs administered by the Department,

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and all recipients and/or beneficiaries, harmless from any financial responsibility for goods or services furnished, ordered, or prescribed to such beneficiaries or sponsors by the Respondent before or after the effective date of this Suspension.

7. The Respondent agrees to not operate, have or acquire any ownership interest in, share in the profits of, receive any payments from, or loan any money to, any person or entity that applies for reimbursement for goods or services from any program administered by the Department. The Respondent shall never apply directly or indirectly for reimbursement for goods or services from any program administered by the Department. The Respondent shall never be employed by any person or entity that obtains reimbursement from any program administered by the Department for services performed by the Respondent, nor shall the Respondent receive compensation as an agent or contractor from any such entity or person for services performed by the Respondent.
8. The Respondent waives and shall not assert any defenses to this Suspension.
9. The Respondent waives any further notice of this Suspension and agrees not to contest the Suspension, under Connecticut General Statutes § 17b-99 and Regulations of Connecticut State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, either administratively or in any state or federal court.
10. Any notice necessary under the Consent Order 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 Department as follows:

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



Hartford, CT 06106.

Notice shall be addressed to the Respondent as follows:

~~12 Hillcrest Dr.
Hampton Falls NH 03844~~ JFS

31 Astor Ct
Nashua NH
03062

11. The Respondent admits all jurisdiction of the Commissioner to issue the Consent Order.

The Respondent understands the Consent Order 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 Commissioner. Upon written acceptance by the Commissioner, the Consent Order shall become final without further notice to the Respondent and shall relieve the Commissioner from all responsibility to render a final decision regarding the suspension under Connecticut General Statutes § 17b-99 and Regulations of Connecticut State Agencies §§ 17-83k-1 through 17-83k-7, inclusive. The Consent Order shall have the same force and effect of law as an Order entered into as a final decision after a full hearing with Findings of Fact and Conclusions of Law. The Consent Order shall be enforceable by the Department in the same manner in which a final decision by the Commissioner is enforceable. The Consent Order shall be governed by the laws of the State of Connecticut. The Respondent agrees that exclusive jurisdiction and venue for any dispute arising under the Consent Order shall be the Superior Court for the Hartford Judicial District.

12. The Respondent fully and finally releases the Department, the State of Connecticut, and their respective agencies, officers, agents, employees, attorneys, and servants, from

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any legal claims (including attorney's fees, costs, and expenses of every kind and however denominated) that the Respondent has asserted, could have asserted, or may assert in the future against the Department, the State of Connecticut, and their respective agencies, officers, agents, employees, attorneys, and servants, concerning the conduct alleged in the Civil Matter and the investigation and prosecution thereof.

13. Except as explicitly stated, this Agreement shall not create or extinguish any of the Parties' rights or obligations. This Agreement and Consent Order has no bearing on any criminal, civil, or federal administrative liability the Respondent may have. This Agreement shall have no precedential effect whatsoever adverse to the Parties, and is based upon the unique circumstances surrounding this case. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties. By their signature below each signatory warrants that they have full power and authority to enter into this Agreement on behalf of the party for which they sign, and that the signatory has been properly authorized and empowered to enter into this Agreement. The Parties consent to the disclosure of this Agreement to the public.

14. Should any part of this Agreement be rendered or declared invalid by a court of the State of Connecticut, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.

15. The Respondent has read this Agreement, understands it, and agrees to be bound by it. The Respondent is knowingly and voluntarily signing this Agreement, and is agreeing to be permanently excluded and suspended from providing goods or services or

otherwise participating in the CTMAP, the Connecticut Medicaid Program, and/or any and all other programs administered by the Department.

WITNESS

Catherine M. Roukas

Catherine M. Roukas

PRINT NAME

JOHN F. GALLAGHER

John F. Gallagher

John F. Gallagher

PRINT NAME

Acknowledged before me on the 18 day of MAY, 2015.

Robert Kennedy

ROBERT KENNEDY
Notary Public - New Hampshire
My Commission Expires December 20, 2016

Notary Public /
Commissioner of the Superior Court

Date

6/1/15

STATE OF CONNECTICUT
DEPARTMENT OF SOCIAL SERVICES

John F. McCormick

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

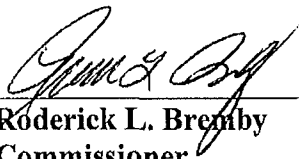
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CONSENT ORDER

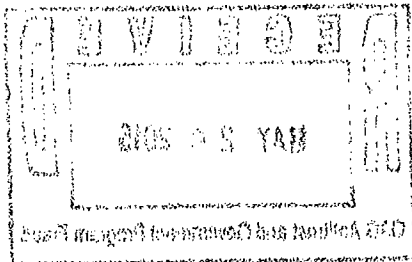
The provisions of the Suspension Agreement between John F. Gallagher and the State of Connecticut Department of Social Services, set forth in paragraphs A through F, and paragraphs 1 through 15, above, are hereby incorporated by reference and accepted as an order of the State of Connecticut Department of Social Services.

Accepted and approved and Consent Order entered by the Commissioner on the

4th day of June, 2015.



Roderick L. Bremby
Commissioner
Department of Social Services



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