

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into with the State of Connecticut, acting through the Attorney General of the State of Connecticut (the “State of Connecticut”), and Harry Voulgarakis, HVM Psychological Services, LLC, Shoreline Social Learning and Shoreline Center for Social Learning, LLC (hereafter collectively referred to as “the Parties”), through their authorized representatives.

### RECITALS

- A. Harry Voulgarakis ("Voulgarakis ") is a Board Certified Behavioral Analyst ("BCBA") from West Haven, Connecticut. Voulgarakis is enrolled as a performing provider in the Connecticut Medical Assistance Program (“CMAP”), which includes the State’s Medicaid program, to provide Autism Spectrum Disorder ("ASD") evaluation and treatment services to CMAP recipients.
- B. HVM Psychological Services, LLC ("HVM") is a Connecticut corporation also located in West Haven, Connecticut. HVM is enrolled as a billing provider in the CMAP.
- C. Shoreline Social Learning ("SSL") was a Sole-Proprietorship located in West Haven, Connecticut. Voulgarakis is 100% owner of SSL. SSL is enrolled as a billing provider in the CMAP
- D. Shoreline Center for Social Learning, LLC ("SCSL") is a Connecticut corporation also located in West Haven, Connecticut. Voulgarakis and Rachel Stowe each own 50% of SCSL. SCSL is enrolled as a billing provider in the CMAP.
- E. The State of Connecticut contends that, for the time period beginning June 10, 2015 through at least May, 2018, Voulgarakis, HVM, SSL and SCSL, knowingly submitted or caused to be submitted claims for reimbursement to the Connecticut Department of Social Services for ASD direct observation and direction services (CPT Code H0046)

that were never provided to Connecticut Medicaid recipients, in violation of the Connecticut False Claims Act (Conn. Gen. Stat. § 4-275, *et. seq.*).

This conduct is referred to below as the “Covered Conduct.”

- E. This Agreement is neither an admission of liability by Voulgarakis, HMV, SSL and SCSL, nor a concession by the State of Connecticut that its claims are not well founded.
- F. 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 Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. Voulgarakis, HMV, SSL and SCSL are jointly and severally liable for the Covered Conduct and agree to pay the State of Connecticut twenty thousand dollars (\$20,000) (“Settlement Amount”) as restitution for the Covered Conduct.
2. Voulgarakis, HMV, SSL and SCSL agree that Pursuant to 42 C.F.R. § 455.23 (a), the DSS suspended Twenty Four Thousand Four Hundred and Eighty Two Dollars and Thirty Two Cents (\$24,482.32) in Connecticut Medicaid payments (“Suspended Amount”). Voulgarakis, HMV, SSL and SCSL agree that the calculation of the Suspended Amount is accurate. Voulgarakis, HMV, SSL and SCSL agree that the State of Connecticut shall retain the Settlement Amount from the Suspended Amount. Voulgarakis, HMV, SSL and SCSL expressly relinquish any and all rights of any kind that it may have with respect to the Settlement Amount, including, but not limited to, any and all claims or rights to have an overpayment determined, any and all rights to payment of the Settlement Amount, and any and all rights to appeal, whether formally or informally and whether administratively or judicially, the right of the State of Connecticut to retain the Settlement Amount, and any other rights Voulgarakis, HMV,

SSL and SCSL may have to challenge the Suspended Amount and/or the Settlement Amount in any respect. Voulgarakis, HMV, SSL and SCSL further agree to execute any documents necessary to effectuate the release of Voulgarakis, HMV, SSL and SCSL's right, title, and interest in the Settlement Amount.

3. Subject to Paragraph 4 (concerning excluded claims) below, and in consideration of the obligations of Voulgarakis, HMV, SSL and SCSL set forth in this Agreement, the State of Connecticut hereby releases waives, and discharges Voulgarakis, HMV, SSL and SCSL from any civil claims the State of Connecticut has, or could have asserted for the Covered Conduct under the Connecticut False Claims Act, Connecticut General Statutes §§ 4-274 – 4-289, and the common law theories of payment by mistake, unjust enrichment, and fraud.
4. This Agreement has no bearing on any criminal liability or federal liability that Voulgarakis, HMV, SSL and SCSL may have. Notwithstanding any term of this Agreement, the State of Connecticut does not release Voulgarakis, HMV, SSL and SCSL from any of the following liabilities:
  - 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, civil or administrative liability arising under statutes and regulations enforced by the State of Connecticut Department of Public Health;
  - c. Any civil or administrative liability that Voulgarakis, HMV, SSL and SCSL have or may have to the State of Connecticut or to individual consumers under any statute, regulation or rule not expressly covered by the release in Paragraph 3 above, including, but not limited to, any and all of the following claims (1) state

antitrust violations; and (2) claims involving unfair and/or deceptive acts and practices and/or violations of consumer protection laws;

- d. Any liability based upon obligations created by this Agreement; and
- e. Any civil or administrative liability for personal injury or for other consequential damages arising from the Covered Conduct.

5. Voulgarakis, HMV, SSL and SCSL waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action. Nothing in this paragraph or any other provision of this Agreement constitutes an agreement by the State of Connecticut concerning the characterization of the Settlement Amount for the purposes of the laws and regulations administered and enforced by the Connecticut Department of Revenue Services.
6. Voulgarakis, HMV, SSL and SCSL fully and finally release the State of Connecticut, and their respective agencies, officers, agents, employees, and servants, from any and all claims, causes of action, and/or liability of any sort (including attorney's fees, costs, and expenses of every kind and however denominated) that they have asserted, could have asserted, or may assert in the future against the State of Connecticut, their respective agencies, officers, agents, employees, and servants related to the Covered Conduct, and the State of Connecticut's investigation and civil prosecution thereof.
7. Contemporaneous with executing this Agreement, Voulgarakis, shall execute the DSS Suspension Agreement, attached hereto as **Exhibit A** ("DSS Agreement"), which

consents to the Connecticut Commissioner of Social Services suspending Voulgarakis from participating in the CMAP for a period of three (3) years.

8. **Notices:** Any notification, demand, or communication from one party to another party relative to this Agreement shall be in writing and delivered by certified mail, 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**

Notice shall be addressed to Voulgarakis, HMV, SSL and SCSL as follows:

**Harry M. Voulgarakis  
36 West walk  
West Haven, CT 06516**

9. 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, except to the extent provided for in Paragraph 10 (waiver for beneficiaries paragraph), below.
10. Voulgarakis, HMV, SSL and SCSL agree that they waive and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.
11. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.
12. Each party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

13. 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 the Connecticut Superior Court for the Judicial District of Hartford. 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.
14. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.
15. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.
16. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.
17. This Agreement is binding on Voulgarakis, HVM, SSL and SCSL's successors, transferees, heirs, and assigns.
18. All parties consent to the State of Connecticut's disclosure of this Agreement, and information about this Agreement, to the public.
19. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

[SIGNATURE BLOCKS ON FOLLOWING PAGES]

THE STATE OF CONNECTICUT

WILLIAM TONG  
ATTORNEY GENERAL

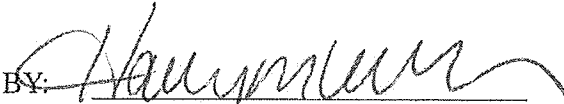
DATED: 1/22/19

BY: 


MICHAEL E. COLE  
Assistant Attorney General  
Chief, Antitrust & Government Program Fraud Department

**HARRY VOULGARAKIS**

DATED: 1/14/2019

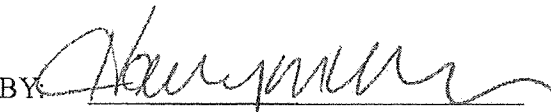
BY:   
HARRY VOULGARAKIS

DATED: 1/14/2019


BY:   
ROBERT E. JUDGE, PC  
Counsel for Harry Voulgarakis

**HMV PSYCHOLOGICAL SERVICES, LLC**

DATED: 1/14/2019

BY:   
HARRY VOULGARAKIS  
Owner

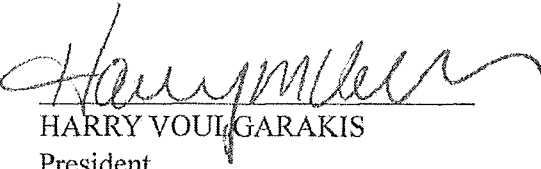
DATED: 1/14/2019

BY:   
ROBERT E. JUDGE, PC  
Counsel for HMV Psychological Services, LLC




**SHORELINE SOCIAL LEARNING**

DATED: 1/14/2019


BY:   
HARRY VOULGARAKIS  
President

DATED: 1/14/2019

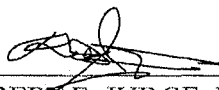
BY:   
ROBERT E. JUDGE, PC  
Counsel for Shoreline Social Learning

**SHORELINE CENTER FOR SOCIAL LEARNING  
LLC**


DATED: 1/14/2019

BY:   
HARRY VOULGARAKIS  
Executive Director

DATED: 1/14/2019

BY:   
ROBERT E. JUDGE, PC  
Counsel for Shoreline Center for Social Learning

DATED: 1/14/2019

BY:   
RACHAEL STOWE  
Director of Operations

**STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES**

**RE: Harry Voulgarakis**

**SUSPENSION AGREEMENT**

Harry Voulgarakis, and the State of Connecticut Department of Social Services (collectively, "the Parties"), enter into this Suspension 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. Harry Voulgarakis ("Voulgarakis") is a Board Certified Behavioral Analyst ("BCBA") from West Haven, Connecticut. Voulgarakis is enrolled as a performing provider in the CMAP and provides Autism Spectrum Disorder ("ASD") evaluation and treatment services to CMAP recipients. As a CMAP performing provider, Voulgarakis is subject to all CMAP requirements established by applicable state and federal rules, regulations, standards, and laws.
- C. Voulgarakis is an owner and officer of HMV Psychological Services, LLC, Shoreline Social Learning and Shoreline Center for Social Learning, LLC, respectively (hereinafter the "ASD providers"). The ASD providers are all enrolled as billing providers in the CMAP. Voulgarakis exercised management authority and control over the operation of

the ASD providers, including exercising management authority and control over the submission of claims for reimbursement on behalf of the ASD providers for ASD evaluation and treatment services to CMAP recipients.

- D. Voulgarakis and the ASD providers have agreed to enter into a Settlement Agreement with the Office of the Connecticut Attorney General to resolve allegations that Voulgarakis and the ASD providers knowingly submitted or caused to be submitted false claims for reimbursement to the DSS for ASD direct observation and direction services (CPT Code H0046) that were never provided to CMAP recipients in violation of the Connecticut False Claims Act (Conn. Gen. Stat. § 4-275, *et. seq.*). Voulgarakis and the ASD providers neither admit nor deny that they violated the Connecticut False Claims Act.
- E. An express condition of the Settlement Agreement is that the Voulgarakis execute this Agreement, and this Agreement will be attached to the Settlement Agreement as **Exhibit A**.
- F. Pursuant to Conn. Gen. Stat. § 17b-99 and Regs., Conn. State Agencies §§ 17-83k-1 through 17-83k-9, the DSS may bring an administrative Notice of Regulatory Violations and Proposed Sanctions against Voulgarakis and the ASD providers to suspend Voulgarakis and the ASD providers from providing goods or services under the CMAP or any other program administered by the DSS for the conduct alleged in the Settlement Agreement.
- G. This Agreement is neither an admission of liability by Voulgarakis and the ASD providers, nor a concession by the DSS that its claims are not well-founded.
- H. This Agreement is being entered into to avoid the delay, uncertainty, and expense of an administrative action.

**NOW THEREFORE**, in consideration of the mutual promises contained herein,

Voulgarakis agrees as follows:

TERMS AND CONDITIONS

1. Pursuant to Conn. Gen. Stat. § 17b-99 and Regs., of Conn. State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, and the Consent Order, below, Voulgarakis knowingly and voluntarily agrees to be excluded and suspended from providing any goods or services or otherwise participating in the CMAP, the Medicaid Program, and/or any and all other programs administered by the DSS for a period of three (3) years (hereinafter, the “Suspension”). The Suspension shall become effective thirty (30) days from the date of execution of this Agreement.
2. Voulgarakis 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. Voulgarakis acknowledges that pursuant to this Suspension, the DSS shall not reimburse any enrolled provider for goods or services, including administrative and management services, furnished, ordered, or prescribed by Voulgarakis 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 Voulgarakis and all other individuals and entities (including, for example, anyone who employs or contracts with Voulgarakis). The Suspension applies regardless of who submits the claim or other request for payment.

4. Voulgarakis shall not submit or cause to be submitted to any program administered by the DSS any claim or request for payment for goods or services, including administrative and management services, furnished, ordered, or prescribed by Voulgarakis or otherwise during the Suspension.
5. Voulgarakis 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 DSS during the Suspension. Voulgarakis shall not apply directly or indirectly for reimbursement for goods or services from any program administered by the DSS during the Suspension.
6. Voulgarakis understands that violation of the conditions of this Suspension may result in, among other things, criminal prosecution, civil prosecution, and the imposition of civil penalties including, but not limited to, monetary penalties and assessments.
7. Voulgarakis agrees to hold any and all programs administered by the DSS, 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

Voulgarakis during the period of the Suspension.

8. Voulgarakis waives and shall not assert any defenses to this Suspension.
9. Voulgarakis waives any further notice of this Suspension and agrees not to contest the Suspension, under Conn. Gen. Stat. § 17b-99 and Regs., Conn. State Agencies §§ 17-83k-1 through 17-83k-7, inclusive, either administratively or in any state or federal court.
10. Voulgarakis understands that violation of the conditions of this Suspension may result in, among other things, criminal prosecution, civil prosecution, and the imposition of civil penalties including, but not limited to, monetary penalties and assessments.
11. Voulgarakis agrees to hold any and all programs administered by the DSS, 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 Voulgarakis during the period of the Suspension.
12. Voulgarakis is expected to fully and timely comply with all of his obligations under this Agreement. A "Default" of this Agreement means any material violation of Voulgarakis' obligations under this Agreement that occurs after the effective date of this Agreement.
13. In the event of a Default as defined in paragraph 12 above, the DSS may suspend Voulgarakis indefinitely from providing goods or services or otherwise participating in the CMAP, and/or any and all other programs administered by the DSS.  
  
Voulgarakis agrees that a Default of this Agreement is an independent basis for an indefinite suspension from providing goods or services or otherwise participating in the CMAP, and/or any and all other programs administered by the DSS.

14. 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. Voulgarakis agrees that his counsel identified in this paragraph, or other counsel identified, shall accept service of a Notice of Default and Suspension on their behalf. 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 Voulgarakis as follows:

**Harry Voulgarakis  
36 West Walk  
West Haven, CT 06516**

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.

15. Voulgarakis admits all jurisdiction of the DSS to enter into this Agreement. Voulgarakis 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 Voulgarakis. 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. 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.

16. 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.
17. Voulgarakis warrants that he has full power and authority to enter into this Agreement. The Parties consent to the disclosure of this Agreement to the public. Voulgarakis has read this Agreement, discussed it with his counsel, understands it, and agrees to be bound by it. Voulgarakis 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.

**HARRY VOULGARAKIS**

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

\_\_\_\_\_  
By: Harry Voulgarakis

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

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

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

\_\_\_\_\_


**STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES**

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


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

**HARRY VOULGARAKIS**

Date: 1/9/18

  
By: Harry Voulgarakis

Acknowledged before me on 1/9/18

  
Notary Public / Commissioner of the Superior Court *JURIS # 418156*  
*LORRAINE CARROUA*  
My Commission Expires On \_\_\_\_\_

**STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES**

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

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

**HARRY VOULGARAKIS**

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

By: Harry Voulgarakis

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

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

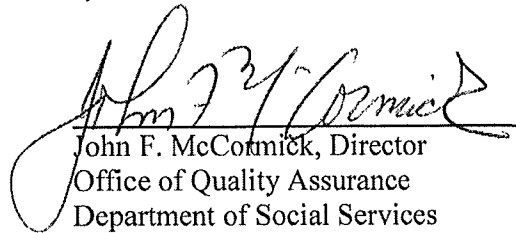
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**STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES**

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

1/14/19

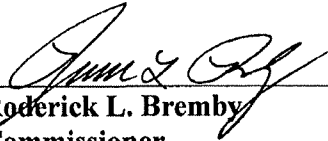
  
John F. McCormick, Director  
Office of Quality Assurance  
Department of Social Services

## CONSENT ORDER

The provisions of the Settlement Agreement between Harry Voulgarakis, and the State of Connecticut Department of Social Services, set forth in paragraphs A through H, and paragraphs 1 through 17, 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

22 day of January, 2019.

  
\_\_\_\_\_  
**Roderick L. Bremby**  
**Commissioner**  
**Department of Social Services**