

**STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
FACILITY LICENSING AND INVESTIGATIONS SECTION**

VOLUNTARY AGREEMENT

The Connecticut Department of Public Health ("Department") and Carmen Mendez ("Mendez") enter into a Voluntary Agreement ("Agreement") as follows:

1. Within one (1) week of the effective date of this Agreement, Mendez will relinquish all ownership, if any, in Connecticut health care institutions as defined in Connecticut General Statutes § 19a-490;
2. Mendez agrees not to own, operate or manage any health care institution as defined in Connecticut General Statutes § 19a-490 licensed by the Department that is physically located within the State of Connecticut and which provides treatment to residents of the State of Connecticut. Mendez agrees not to enter into an independent contractor relationship with a health care institution as defined in Connecticut General Statutes § for the purpose of providing management services to any such health care institution located within the State of Connecticut and which provides treatment for the residents of the State of Connecticut in Connecticut. Mendez agrees not to serve on the Governing Board of a health care institution as defined in Connecticut General Statutes § 19a-490 located within the State of Connecticut and which serves the residents of the State of Connecticut in Connecticut. It is expressly agreed and understood that this Agreement shall not prohibit Mendez from providing services to a health care institution ad defined in Connecticut general Statutes § 19a-490 which has locations outside of the State of Connecticut but also may operate a licensed health care institution within Connecticut so long as Mendez does not own, operate or manage such institution located in Connecticut.

3. This Agreement shall be subject to enforcement pursuant to legal remedies available, if any, in the Superior Court for the State of Connecticut or any other court of competent jurisdiction.
4. It is expressly agreed and understood that this Agreement shall not constitute an admission of any improper or illegal conduct by Mendez, and Mendez denies any allegations of improper or illegal conduct, if any, previously raised by the Department, nor shall this Agreement be construed by the Department to constitute disciplinary action.
5. It is expressly agreed and understood that this Agreement shall not constitute an admission that the Department has regulatory authority or jurisdiction with respect to Mendez, which Mendez denies, and it is further expressly agreed and understood that Mendez has entered into this Agreement solely to avoid the expense and inconvenience of potential future proceedings.
6. It is expressly agreed and understood that the Department is not required to report this Agreement to any other state or federal agency and further that this Agreement is not reportable and will not be reported to the Healthcare and Integrity Protection Data Bank or the National Practitioner databank. Nothing in this Agreement shall prohibit the Department from responding to an inquiry from the Centers for Medicare and Medicaid Services ("CMS") or the Connecticut State Medicaid Agency regarding this Agreement.
7. It is expressly agreed and understood that the Department shall not take or institute any further action or proceedings against Mendez which are in any way related to Carmen Mendez of Gaylordsville, CT d/b/a New-Age Manor Rest Home, license No. 1867.
8. The execution of this document has no bearing on any criminal liability without the written consent of the Director of Medicaid Fraud Control Unit (MFCU) or the Bureau Chief of the Department of Criminal Justice's Statewide Prosecution Bureau.
9. This Agreement is a public document.
10. This Agreement embodies the entire agreement of the parties with respect to the subject matter involved herein. All previous communications and agreements

between the parties, whether oral or written, are superseded unless expressly incorporated herein or made a part hereof.

11. Mendez had consulted with an attorney prior to signing this Agreement.

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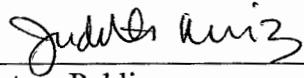
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, which Agreement is to be effective immediately upon the signature of a representative of the Department.

By: 
Carmen Mendez

Personally appeared the above named Carmen Mendez on August 12, 2006, and made oath to the truth of the statements contained herein.

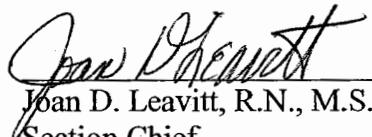
My Commission Expires: 4/30/09




Notary Public
Commissioner of the Superior Court

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH

10/12/06
Date


Joan D. Leavitt, R.N., M.S.,
Section Chief
Facility Licensing and Investigations Section