

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 29th day of December, 2017 (“Effective Date”) by and between PAOLA A. ESCOBAR, CNM (Escobar), represented by Riza I. Dagi, Esq., of Brach Eichler LLC; and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Escobar and MFD are hereinafter collectively referred to as the “Parties” and each individually as a “Party.”

WHEREAS, MFD conducted an investigation into claims submitted by Escobar during the period of January 1, 2010 through July 1, 2015 for Fee-for-Service claims and July 1, 2011 through July 1, 2015 for Medicaid Managed Care claims and found claims for American Medical Association (AMA) Current Procedural Terminology (CPT) Evaluation and Management codes for problem oriented office visits (99202 through 99205, 99212 through 99215) billed in conjunction with Preventive Medicine CPT codes (99384 through 99387, 99394 through 99397) for the same recipient, for the same date of service, that were not supported by the documentation required for that code, contrary to N.J.S.A. 30:4D-12 and N.J.A.C. 10:49-9.8 (the “Covered Conduct”);

WHEREAS, MFD determined that, based on the Covered Conduct, Escobar has received overpayments from the Medicaid program totaling \$33,748;

WHEREAS, Escobar provided information indicating that, in some instances, services were performed for new patients that would have been reimbursable for both a problem oriented visit, at a lower payment for CPT 99203, on the same date of service as a preventive medicine visit;

WHEREAS, the parties have therefore agreed that Escobar should be given credit in the amount of \$10,678, which reduced the overpayment to \$23,070;

WHEREAS, the parties desire to amicably resolve all disputes between them giving rise to the recovery and have reached a mutually acceptable resolution of the controversies that exist between them;

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to settle their dispute on the following terms:

(1) Escobar agrees to pay to MFD the sum of twenty-three thousand seventy dollars (\$23,070) in the following manner:

a. \$23,070 will be paid upon execution of the agreement.

(2) Payment shall be by certified check, bank check, or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

Attention: Processing Bureau
Treasurer, State of New Jersey
Division of Revenue
200 Woolverton Street, Building 20
Lockbox 656
Trenton, New Jersey 08646

Escobar will include "Paola A. Escobar, CNM: MFD- [REDACTED]" in the memo line so that the payment is properly credited.

(3) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the claims at issue in this matter, and is intended by each party to release the other party and its representatives from liability arising out of the Covered Conduct at issue in this matter, unless MFD is mandated to act by federal or State law; or mandated by order or judgment of a court or administrative agency (other than MFD).

(4) Nothing in this Settlement Agreement waives the rights of any other State or federal agency, including, among others, the New Jersey Division of Criminal Justice, from continuing with a pending or beginning a future civil or criminal investigation or other action for alleged conduct concerning Escobar or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation of future years for the improper submission of any claims or conduct not specifically covered by this agreement, and to take any action civilly or criminally for such conduct.

(5) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-4 above, by the signatures set forth below, the authorization of which is hereby affirmed, Dr. Escobar and MFD agree to the following Release: in consideration of the provision hereof including this release, each party agrees to release the other party and its representatives from liability, obligations and damages arising out of the recovery.

(6) Nothing herein shall constitute an admission, concession or finding of wrongdoing by any party.

(7) This Settlement Agreement shall be construed, enforced and governed by the laws of the State of New Jersey.

(8) This Settlement Agreement may be executed in Counterparts.

(9) This Settlement Agreement is effective upon the last date it is executed by the parties hereto.

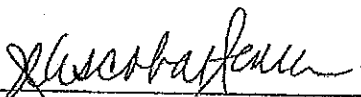
(10) This Settlement Agreement sets forth the entire agreement between and among the parties hereto with respect to the claims described herein and supersedes any other

written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among the parties with respect to any other matter.

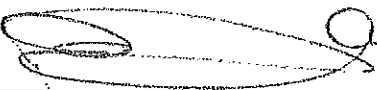
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE:

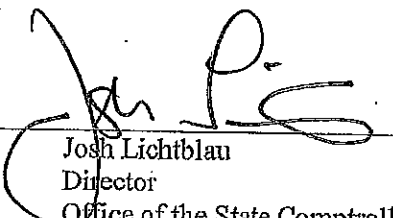
By: 
Paola A. Escobar, CNM

DATE:

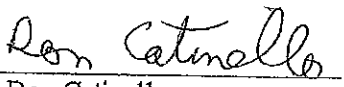
By: 
Riza I. Dagli, Esq.
Brach Eichler, LLC
Counsel to Paola A. Escobar, CNM

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE:

By: 
Josh Lichtblau
Director
Office of the State Comptroller
Medicaid Fraud Division

DATE:

By: 
Don Catinello
Supervising Regulatory Officer
Office of the State Comptroller
Medicaid Fraud Division