

## **SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this \_\_\_\_ day of July, 2016 ("Effective Date") by and between Ronald Mitchell, Ph.D. ("Dr. Mitchell") and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). Dr. Mitchell and MFD may hereinafter collectively be referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated Dr. Mitchell and asserted that between October 15, 2008 and January 9, 2013, Dr. Mitchell, through the now defunct Foundation for Family Guidance, submitted 5,129 claims for psychological services that were not personally rendered by Dr. Mitchell, which MFD asserted is in violation of the Provider Agreement between Dr. Mitchell and the New Jersey Division of Medical Assistance and Health Services ("Medicaid") dated April 30, 2008 and N.J.A.C. 10:67-2.1(b) (the "Covered Conduct");

WHEREAS, MFD determined that, based on the Covered Conduct, Dr. Mitchell had received overpayments from the Medicaid Program;

WHEREAS, Dr. Mitchell denies all of MFD's claims against him, namely those as to the Covered Conduct; and

WHEREAS, the Parties desire to amicably resolve all disputes between them giving rise to the Covered Conduct 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) Dr. Mitchell agrees to pay to MFD the sum of One Hundred Thousand Dollars (\$100,000.00) as follows:

Fifty Thousand Dollars (\$50,000.00) within 30 days of the Effective Date. Thereafter, Dr. Mitchell agrees to pay to MFD twelve (12) consecutive monthly payments of Four Thousand One Hundred Sixty Six Dollars and Sixty Seven Cents (\$4,166.67) on or before the 1<sup>st</sup> of each month starting August 1, 2016.

(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

“Dr. Ronald Mitchell – OSC-MFD” must be included in the memo line so that payment is properly credited.

(3) If any payment provided for in this Settlement Agreement is more than ten (10) days late, Dr. Mitchell will be in default of this Settlement Agreement and the outstanding and unpaid balance will immediately become due and collected through any means available to MFD as provided by law.

(4) Within 30 days of satisfaction of all terms of this Settlement Agreement, including the payment of the entire balance referenced in Paragraph (1), MFD will file a Warrant to Discharge the Certificate of Debt that was filed pursuant to N.J.S.A. 30:4D-17(h). MFD will provide Dr. Mitchell’s legal counsel with a copy of the Warrant to Discharge the Certificate of Debt.

(5) The Parties agree that this Settlement Agreement is intended to be a full and final resolution of any and all issues arising out of the Covered Conduct, and is intended by each Party

to release the other Party and its representatives from liability arising out of the Covered Conduct.

(6) Nothing in this Settlement Agreement waives the rights of any other State or Federal agency from continuing with a pending, if any, or beginning a future civil, administrative or criminal investigation or other action for alleged conduct concerning Dr. Mitchell 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 conduct outside of the Covered Conduct for any claims or conduct not specifically covered by this Settlement Agreement, and to take any action it deems appropriate to address such conduct.

(7) Subject to adherence to the express terms of this Settlement Agreement as provided for in paragraphs 1-6 above, by the signatures set forth below, the authorization of which is hereby affirmed, Dr. Mitchell 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 Covered Conduct.

(8) Nothing herein shall constitute an admission, concession or finding of liability by any Party.

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

(10) This Settlement Agreement may be executed in counterparts.

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

(12) 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: 7/27/2016

By: Ronald A. Mitchell PhD  
Dr. Ronald Mitchell

DATE: 7/29/16

By: John B. Mullally  
John B. Mullally, Esq.,  
Attorney for Dr. Ronald Mitchell

DATE: 8/1/16

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

DATE: 8/1/16

By: Daniel A. Prupis  
Daniel A. Prupis, Regulatory Officer  
Office of the State Comptroller  
Medicaid Fraud Division