

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 24th day of June, 2016 ("Effective Date") by and between Rodolfo Diaz, MD represented by David L. Adelson, Esq. of Kern, Augustine, Conroy & Schoppmann, P.C. and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). Rodolfo Diaz, MD and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD reviewed the Medicaid billing of Rodolfo Diaz, MD and asserted that between January 1, 2014 through March 31, 2015 for Fee-for-Service and Medicaid Managed Care claims, Dr. Diaz submitted claims for American Medical Association (AMA) Current Procedural Terminology (CPT) code 69210 for services provided to Medicaid patients that were billed in error which resulted in an overpayment in the amount of \$36,264.00;

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) Rodolfo Diaz, MD agrees to pay to MFD the sum of thirty-five thousand dollar (\$35,000) upon execution of the agreement.
- (2) Payment shall be by certified check, bank check, or attorney's 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

Rodolfo Diaz, MD will include [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 claims 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 Rodolfo Diaz, MD 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, Rodolfo Diaz, MD 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.

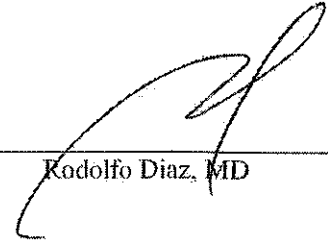
(10) This Settlement Agreement sets forth the entire agreement between and among the parties hereto with respect to the claims described herein and supersedes any other written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among 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:

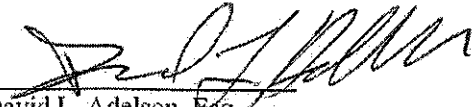
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

SIGNATURES ON THE FOLLOWING PAGE

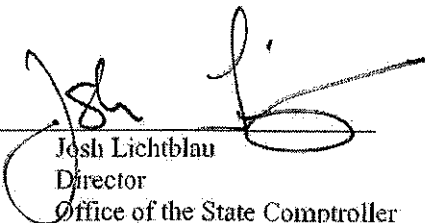
DATE: 8/2/16

By:   
Rodolfo Diaz, MD


DATE: 8/1/16

By:   
David L. Adelson, Esq.  
Attorney for Dr. Diaz

DATE: 8/2/2016

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

DATE: 8/2/16

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