

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 18th day of July, 2018 ("Effective Date") by and between DIEGO MORILLO, OD ("MORILLO") (██████████); and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). Morillo and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD conducted an investigation and found that between January 1, 2012 and December 12, 2016, Morillo improperly billed the Division of Medical Assistance and Health Services ("DMAHS"), and/or its fiscal agent, and/or the Medicaid Managed Care Organizations ("MCOs") for services that were not adequately supported by clinical documentation for American Medical Association (AMA) Current Procedural Terminology (CPT) code 92225, Ophthalmoscopy extended with retinal drawing, in violation of N.J.S.A. 30:4D-12 and N.J.A.C. 10:49-9.8 (the "Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, Morillo received overpayments from the Medicaid program; 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) Morillo agrees to pay to MFD the total sum of Fifty Thousand Five Hundred Seventy Dollars (\$50,570) in the following manner:

a. Twenty Thousand Five Hundred Seventy Dollars (\$20,570) shall be paid by August 30, 2018;

b. Six Thousand Dollars (\$6,000) shall be paid on or before the thirtieth (30th) day of each of the next five (5) months thereafter (i.e. September 30th, 2018 through January 30th, 2019).

(2) All payments outlined above 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 to:

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

Morillo must include “Morillo: [REDACTED]” in the memo line of the checks so that the payments are properly credited.

(3) If any payment provided for in this Settlement Agreement is more than ten (10) days late as set forth above, Morillo 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) The Parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the Covered Conduct 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).

(5) 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, administrative or criminal investigation or other action for alleged conduct concerning Morillo 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 prior or future years for the improper submission of any claims or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(6) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-5 above, by the signatures set forth below, the authorization of which is hereby affirmed, Morillo 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.

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

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

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

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

(11) 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:

7.20.18

By:

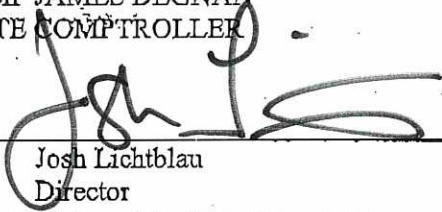

Diego Morillo, OD

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE:

7/20/18

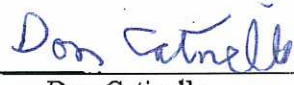
By:


Josh Lichtblau
Director
Office of the State Comptroller
Medicaid Fraud Division

DATE:

7/20/18

By:


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