

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 5th day of December, 2017 (“Effective Date”) by and between KATHERINE ELLU (“Ellu”), UNIQUE HOME CARE AND COMPANIONSHIP SERVICES, INC., its owners, officers, directors, successors, and assigns (hereinafter collectively referred to as, “UHCCS”) and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Ellu, UHCCS 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, 2011 and December 31, 2013, Ellu and UHCCS improperly billed the New Jersey Division of Development Disabilities (“DDD”), which then billed the New Jersey Medicaid program (“Medicaid”), for services for which there was no documentation evidencing that such services were performed, in violation of N.J.S.A. 10:49-9.8(a) (hereinafter this is referred to as the “Covered Conduct”); and

WHEREAS, MFD determined that based on the Covered Conduct, Ellu and UHCCS 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) Ellu and UHCCS agree to make a one-time payment to the Medicaid program in the sum of Fifty-Eight Thousand, Three Hundred and Thirty-Five Dollars (\$58,335.00), which shall be due upon execution of this Settlement 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

The following must be included in the memo line to ensure the payment is properly credited: “Ellu/UHCCS– OSC-MFD (██████████).”

(3) If any payment provided for in this Settlement Agreement is more than ten (10) days late, Ellu and UHCCS will be in default of this Settlement Agreement and the outstanding and unpaid balance plus interest and any applicable penalties 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, referenced above, and is intended by each party to release the other party and its representatives from liability arising out of the Covered Conduct, 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 or criminal investigation or other action for alleged conduct concerning Ellu and UHCCS 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 agreement, and to take any action civilly or criminally for such conduct. Nothing in this Settlement Agreement waives any defenses that Ellu or UHCCS may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(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, Ellu, UHCCS 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, referenced above.

(7) Nothing herein shall constitute an admission, concession or finding of wrongdoing or 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 supersede 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:

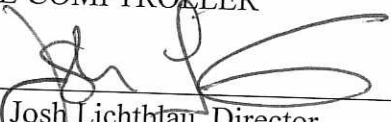
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE:

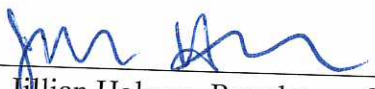
By: 
Katherine Ellu, individually and
on behalf of UHCCS

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 12/5/17

By: 
Josh Lichtblau, Director
Medicaid Fraud Division

DATE: 12/5/17

By: 
Jillian Holmes, Regulatory Officer
Medicaid Fraud Division