

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 1st day of June, 2018 (“Effective Date”) by and between M&S PSYCHOTHERAPY AND COUNSELING, LLC (“M&S”) (Medicaid ID [REDACTED]), represented by RIZA I. DAGLI, ESQ. OF BRACH EICHLER, LLC; and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). M&S and MFD are hereinafter collectively referred to as the "Parties" and each individually as a “Party.”

WHEREAS, M&S self-disclosed that during the period of January 1, 2017 through October 31, 2017, M&S received payments in excess of the amount payable under the New Jersey Medical Assistance and Health Services (NJ Medicaid) program as a result of M&S having submitted non-reimbursable claims for services rendered by an employed practitioner who was disqualified from participation in the Medicaid and NJ FamilyCare programs and the individual directly furnished services in whole or in part, in violation of N.J.A.C. 10:49-5.5(a)(18), N.J.A.C. 10:49-11.1(b)(1)-(5), and N.J.A.C. 10:49-11.1(d)(7) (the “Covered Conduct”);

WHEREAS, MFD, after independently investigating, determined that based on the Covered Conduct, M&S received overpayments from the Medicaid program and/or its fiscal agents and/or the Managed Care Organizations; 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) M&S agrees to pay to MFD the sum of Seventy-Three Thousand Four Hundred Sixty-One Dollars (\$73,461) in the following manner:

- a. Thirty-Six Thousand Seven Hundred Thirty Dollars And Fifty Cents (\$36,730.50) shall be paid by June 30, 2018;
- b. Nine Thousand One Hundred Eighty-Three Dollars (\$9,183) shall be paid on or before the thirtieth (30th) day of each of the next three (3) months thereafter (i.e. July 30th, 2018 through September 30th, 2018);
- c. Nine Thousand One Hundred Eighty-One Dollars And Fifty Cents (\$9,181.50) shall be paid on or before the thirtieth (30th) day of the following month (October 30th, 2018).

(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

M&S must include “M&S: MFD- [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, M&S 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 M&S 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, M&S 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.

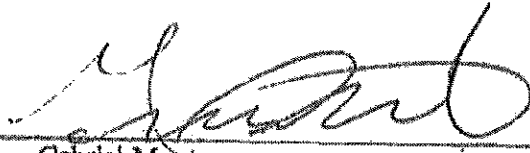
(11) This Settlement Agreement sets forth the entire agreement between and among the Parties hereto with respect to the claims described herein and supersedes any other written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among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

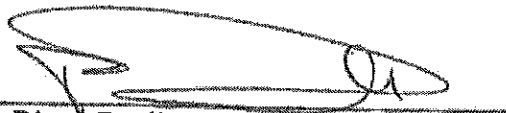
By:



Gabriel Montero
Chief Executive Officer
M&S Psychotherapy and Counseling, LLC

DATE:

By:



Riza I. Dagi, Esq.
For Brach Eichler, LLC
Counsel to M&S Psychotherapy and Counseling, LLC

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE:

6/6/18

By:




Josh Lichtblau
Director
Office of the State Comptroller
Medicaid Fraud Division

DATE:

6/5/18

By:



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