

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 25 day of March, 2019 ("Effective Date") by and between [REDACTED] and [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and [REDACTED] and determined that between January 1, 2017 and December 31, 2017, [REDACTED] received incorrectly paid benefits from the Medicaid program, as [REDACTED] income exceeded the income limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income pursuant to N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] and [REDACTED] received overpayments from the Medicaid program totaling \$18,997.94; and

WHEREAS, the parties desire to amicably resolve all disputes regarding 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) [REDACTED] and [REDACTED] agree to pay restitution to the Medicaid program in the amount of \$18,997.94 (the "Total Payment Amount") as follows:

- a. April 1, 2019: \$9,000
- b. May 1, 2019: \$277.72

- c. June 1, 2019: \$277.72
- d. July 1, 2019: \$277.72
- e. August 1, 2019: \$277.72
- f. September 1, 2019: \$277.72
- g. October 1, 2019: \$277.72
- h. November 1, 2019: \$277.72
- i. December 1, 2019: \$277.72
- j. January 1, 2020: \$277.72
- k. February 1, 2020: \$277.72
- l. March 1, 2020: \$277.72
- m. April 1, 2020: \$277.72
- n. May 1, 2020: \$277.72
- o. June 1, 2020: \$277.72
- p. July 1, 2020: \$277.72
- q. August 1, 2020: \$277.72
- r. September 1, 2020: \$277.72
- s. October 1, 2020: \$277.72
- t. November 1, 2020: \$277.72
- u. December 1, 2020: \$277.72
- v. January 1, 2021: \$277.72
- w. February 1, 2021: \$277.72
- x. March 1, 2021: \$277.72

y. April 1, 2021: \$277.72
z. May 1, 2021: \$277.72
aa. June 1, 2021: \$277.72
bb. July 1, 2021: \$277.72
cc. August 1, 2021: \$277.72
dd. September 1, 2021: \$277.72
ee. October 1, 2021: \$277.72
ff. November 1, 2021: \$277.72
gg. December 1, 2021: \$277.72
hh. January 1, 2022: \$277.72
ii. February 1, 2022: \$277.72
jj. March 1, 2022: \$277.72
kk. April 1, 2022: \$277.72

(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:

State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves

_____ and _____ must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, _____ and _____ 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED] and [REDACTED]

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED] and [REDACTED], and is without prejudice to any defenses that [REDACTED] and [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] and [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] and [REDACTED] agree to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] are not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a

material fact in any document necessary in applying for or receiving any benefit from the Medicaid program.. To that end, [REDACTED] and [REDACTED] agree that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED] 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 03/25/19 By: 


DATE: 03/25/19 By: 


PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 3/25/2019 By: 
Josh Lichtblau, Director
Office of the State Comptroller
Medicaid Fraud Division

DATE: 3/25/2019 By: 
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 3/25/19 By: 
Don Catinello, Supervising Regulatory Officer
Office of the State Comptroller
Medicaid Fraud Division

RECEIVED
SEP 26 2019

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 18 day of September, 2019 ("Effective Date") by and between [REDACTED] and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between September 1, 2016 and December 31, 2018, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$8,930.15 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] denies any intentional wrongdoing, fraud or guilt in this matter; and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately two hundred and forty eight dollars (\$248) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$8,930.15 (the "Total Payment Amount") as follows:

a.	October 1, 2019:	\$186.04
b.	November 1, 2019:	\$186.04
c.	December 1, 2019:	\$186.04
d.	January 1, 2020:	\$186.04
e.	February 1, 2020:	\$186.04
f.	March 1, 2020:	\$186.04
g.	April 1, 2020:	\$186.04
h.	May 1, 2020:	\$186.04
i.	June 1, 2020:	\$186.04
j.	July 1, 2020:	\$186.04
k.	August 1, 2020:	\$186.04
l.	September 1, 2020:	\$186.04
m.	October 1, 2020:	\$186.04
n.	November 1, 2020:	\$186.04
o.	December 1, 2020:	\$186.04
p.	January 1, 2021:	\$186.04
q.	February 1, 2021:	\$186.04
r.	March 1, 2021:	\$186.04
s.	April 1, 2021:	\$186.04
t.	May 1, 2021:	\$186.04

u.	June 1, 2021:	\$186.04
v.	July 1, 2021:	\$186.04
w.	August 1, 2021:	\$186.04
x.	September 1, 2021:	\$186.04
y.	October 1, 2021:	\$186.04
z.	November 1, 2021:	\$186.04
aa.	December 1, 2021:	\$186.04
bb.	January 1, 2022:	\$186.04
cc.	February 1, 2022:	\$186.04
dd.	March 1, 2022:	\$186.04
ee.	April 1, 2022:	\$186.04
ff.	May 1, 2022:	\$186.04
gg.	June 1, 2022:	\$186.04
hh.	July 1, 2022:	\$186.04
ii.	August 1, 2022:	\$186.04
jj.	September 1, 2021:	\$186.04
kk.	October 1, 2022:	\$186.04
ll.	November 1, 2022:	\$186.04
mm.	December 1, 2022:	\$186.04
nn.	January 1, 2023:	\$186.04
oo.	February 1, 2023:	\$186.04
pp.	March 1, 2023:	\$186.04

qq.	April 1, 2023:	\$186.04
rr.	May 1, 2023:	\$186.04
ss.	June 1, 2023:	\$186.04
tt.	July 1, 2023:	\$186.04
uu.	August 1, 2023:	\$186.04
vv.	September 1, 2023:	\$186.04

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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:

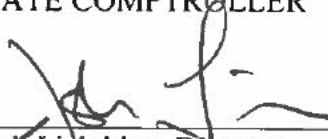
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 9/18/19

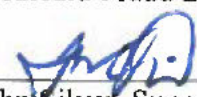
By: 

PHILIP JAMES DEGNAN
STATE COMPTROLLER

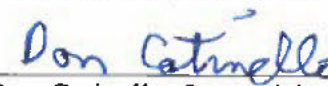
DATE: 10/2/19

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

DATE: 9/30/2019

By: 
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 10/1/19

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 24th day of December, 2019 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2016 and December 31, 2017, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$10,413.07 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$10,413.07 (the "Total Payment Amount") over a three year period as follows:

- a. January 1, 2020: \$289.25
- b. February 1, 2020: \$289.25
- c. March 1, 2020: \$289.25
- d. April 1, 2020: \$289.25

e.	May 1, 2020:	\$289.25
f.	June 1, 2020:	\$289.25
g.	July 1, 2020:	\$289.25
h.	August 1, 2020:	\$289.25
i.	September 1, 2020:	\$289.25
j.	October 1, 2020:	\$289.25
k.	November 1, 2020:	\$289.25
l.	December 1, 2020:	\$289.25
m.	January 1, 2021:	\$289.25
n.	February 1, 2021:	\$289.25
o.	March 1, 2021:	\$289.25
p.	April 1, 2021:	\$289.25
q.	May 1, 2021:	\$289.25
r.	June 1, 2021:	\$289.25
s.	July 1, 2021:	\$289.25
t.	August 1, 2021:	\$289.25
u.	September 1, 2021:	\$289.25
v.	October 1, 2021:	\$289.25
w.	November 1, 2021:	\$289.25
x.	December 1, 2021:	\$289.25
y.	January 1, 2022:	\$289.25
z.	February 1, 2022:	\$289.25

aa.	March 1, 2022:	\$289.25
bb.	April 1, 2022:	\$289.25
cc.	May 1, 2022:	\$289.25
dd.	June 1, 2022:	\$289.25
ee.	July 1, 2022:	\$289.25
ff.	August 1, 2022:	\$289.25
gg.	September 1, 2022:	\$289.25
hh.	October 1, 2022:	\$289.25
ii.	November 1, 2022:	\$289.25
jj.	December 1, 2022:	\$289.32

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED]

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED] and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end,

██████████ agrees that ██████ will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, ████████████████████, 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 12/24/2019

B

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: _____

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

DATE: _____

By: _____
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: _____

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

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

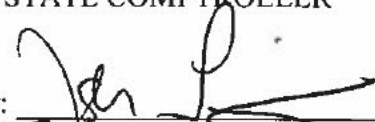
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: _____

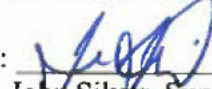
By: _____


PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 1/6/2020

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

DATE: 1/6/2020

By: 
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 1/6/20

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 5th day of August, 2019 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2015 and December 31, 2018, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received overpayments from the Medicaid program totaling \$36,750.95; and

WHEREAS, [REDACTED] asserted through counsel that paying the full amount of the overpayment in three years or less (approximately one thousand dollars (\$1,000) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, MFD reviewed [REDACTED] relevant financial information and, based on that information, determined that a four-year repayment schedule with a monthly restitution payment amount of seven hundred and sixty five dollars and sixty four cents (\$765.64) would be an appropriate monthly repayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$36,750.95 (the "Total Payment Amount") as follows:

- a. October 1, 2019: \$765.64
- b. November 1, 2019: \$765.64
- c. December 1, 2019: \$765.64
- d. January 1, 2020: \$765.64
- e. February 1, 2020: \$765.64
- f. March 1, 2020: \$765.64
- g. April 1, 2020: \$765.64
- h. May 1, 2020: \$765.64
- i. June 1, 2020: \$765.64
- j. July 1, 2020: \$765.64
- k. August 1, 2020: \$765.64
- l. September 1, 2020: \$765.64
- m. October 1, 2020: \$765.64
- n. November 1, 2020: \$765.64
- o. December 1, 2020: \$765.64
- p. January 1, 2021: \$765.64
- q. February 1, 2021: \$765.64

r. March 1, 2021: \$765.64
s. April 1, 2021: \$765.64
t. May 1, 2021: \$765.64
u. June 1, 2021: \$765.64
v. July 1, 2021: \$765.64
w. August 1, 2021: \$765.64
x. September 1, 2021: \$765.64
y. October 1, 2021: \$765.64
z. November 1, 2021: \$765.64
aa. December 1, 2021: \$765.64
bb. January 1, 2022: \$765.64
cc. February 1, 2022: \$765.64
dd. March 1, 2022: \$765.64
ee. April 1, 2022: \$765.64
ff. May 1, 2022: \$765.64
gg. June 1, 2022: \$765.64
hh. July 1, 2022: \$765.64
ii. August 1, 2022: \$765.64
jj. September 1, 2021: \$765.64
kk. October 1, 2022: \$765.64
ll. November 1, 2022: \$765.64
mm. December 1, 2022: \$765.64

nn. January 1, 2023: \$765.64
oo. February 1, 2023: \$765.64
pp. March 1, 2023: \$765.64
qq. April 1, 2023: \$765.64
rr. May 1, 2023: \$765.64
ss. June 1, 2023: \$765.64
tt. July 1, 2023: \$765.64
uu. August 1, 2023: \$765.64
vv. September, 1 2023: \$765.87

(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:

State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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.

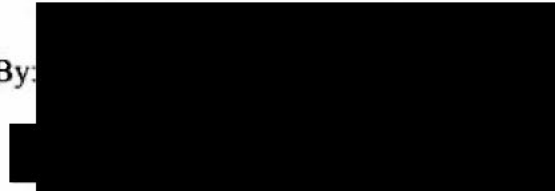
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE:

7/30/19

By:



PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE:

8/5/2019

By:

A handwritten signature in blue ink, appearing to read "Josh Lichtblau".

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

DATE:

8/5/2019

By:

A handwritten signature in blue ink, appearing to read "John Silver".

John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE:

8/5/2019

By:

A handwritten signature in blue ink, appearing to read "Don Catinello".

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 14 day of August, 2019 ("Effective Date") by and between [REDACTED] and [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and [REDACTED] and determined that between January 1, 2016 and December 31, 2016, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] and [REDACTED] received Medicaid benefits valued at a total of \$9,830.90 to which [REDACTED] were not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] and [REDACTED] agree to pay restitution to the Medicaid program in the amount of \$9,830.90 (the "Total Payment Amount") as follows:

- a. September 1, 2019: \$3,000.00
- b. October 1, 2019: \$284.62
- c. November 1, 2019: \$284.62
- d. December 1, 2019: \$284.62

e.	January 1, 2020:	\$284.62
f.	February 1, 2020:	\$284.62
g.	March 1, 2020:	\$284.62
h.	April 1, 2020:	\$284.62
i.	May 1, 2020:	\$284.62
j.	June 1, 2020:	\$284.62
k.	July 1, 2020:	\$284.62
l.	August 1, 2020:	\$284.62
m.	September 1, 2020:	\$284.62
n.	October 1, 2020:	\$284.62
o.	November 1, 2020:	\$284.62
p.	December 1, 2020:	\$284.62
q.	January 1, 2021:	\$284.62
r.	February 1, 2021:	\$284.62
s.	March 1, 2021:	\$284.62
t.	April 1, 2021:	\$284.62
u.	May 1, 2021:	\$284.62
v.	June 1, 2021:	\$284.62
w.	July 1, 2021:	\$284.62
x.	August 1, 2021:	\$284.62
y.	September 1, 2021:	\$284.64

(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:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] and [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED] and [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED] and [REDACTED], and is without prejudice to any defenses that [REDACTED] and [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] and [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] and [REDACTED] agree to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] are not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] and [REDACTED] agree that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED] and [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 8/8/19

By 

DATE: 8/8/19

By 

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 8/9/19

By: 

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

DATE: 8/9/19

By: 

John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 8/9/19

By: 

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 9th day of August, 2019 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2016 and December 31, 2017, [REDACTED] received incorrectly paid benefits from the Medicaid program, as [REDACTED] income exceeded the income limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income pursuant to N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received overpayments from the Medicaid program totaling \$17,398.60; and

WHEREAS, the parties desire to amicably resolve all disputes regarding 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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$17,398.60 (the "Total Payment Amount") as follows:

- a. September 1, 2019: \$483.29
- b. October 1, 2019: \$483.29
- c. November 1, 2019: \$483.29
- d. December 1, 2019: \$483.29

- e. January 1, 2020: \$483.29
- f. February 1, 2020: \$483.29
- g. March 1, 2020: \$483.29
- h. April 1, 2020: \$483.29
- i. May 1, 2020: \$483.29
- j. June 1, 2020: \$483.29
- k. July 1, 2020: \$483.29
- l. August 1, 2020: \$483.29
- m. September 1, 2020: \$483.29
- n. October 1, 2020: \$483.29
- o. November 1, 2020: \$483.29
- p. December 1, 2020: \$483.29
- q. January 1, 2021: \$483.29
- r. February 1, 2021: \$483.29
- s. March 1, 2021: \$483.29
- t. April 1, 2021: \$483.29
- u. May 1, 2021: \$483.29
- v. June 1, 2021: \$483.29
- w. July 1, 2021: \$483.29
- x. August 1, 2021: \$483.29
- y. September 1, 2021: \$483.29
- z. October 1, 2021: \$483.29

- aa. November 1, 2021: \$483.29
- bb. December 1, 2021: \$483.29
- cc. January 1, 2022: \$483.29
- dd. February 1, 2022: \$483.29
- ee. March 1, 2022: \$483.29
- ff. April 1, 2022: \$483.29
- gg. May 1, 2022: \$483.29
- hh. June 1, 2022: \$483.29
- ii. July 1, 2022: \$483.29
- jj. August 1, 2022: \$483.45

(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:

State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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.

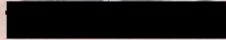
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

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: 8/9/19

By: 


PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: _____

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

DATE: _____

By: _____
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: _____

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

DATE: _____

By: _____


PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 8/9/19

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

DATE: 8/9/19

By: 
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 8/9/19

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 6th day of August, 2019 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2016 and December 31, 2016, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$17,117.78 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS [REDACTED] asserted through counsel that paying the full amount of the overpayment in three years or less (approximately four hundred and seventy five dollars (\$475) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, MFD reviewed [REDACTED] relevant financial information and, based on that information, determined that a five-year repayment schedule with a monthly restitution payment amount of two hundred and eighty five dollars and thirty cents (\$285.30) would be an appropriate monthly repayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$17,117.78 (the "Total Payment Amount") as follows:

- | | | |
|----|--------------------|----------|
| a. | September 1, 2019: | \$285.30 |
| b. | October 1, 2019: | \$285.30 |
| c. | November 1, 2019: | \$285.30 |
| d. | December 1, 2019: | \$285.30 |
| e. | January 1, 2020: | \$285.30 |
| f. | February 1, 2020: | \$285.30 |
| g. | March 1, 2020: | \$285.30 |
| h. | April 1, 2020: | \$285.30 |
| i. | May 1, 2020: | \$285.30 |
| j. | June 1, 2020: | \$285.30 |
| k. | July 1, 2020: | \$285.30 |
| l. | August 1, 2020: | \$285.30 |
| m. | September 1, 2020: | \$285.30 |
| n. | October 1, 2020: | \$285.30 |
| o. | November 1, 2020: | \$285.30 |
| p. | December 1, 2020: | \$285.30 |
| q. | January 1, 2021: | \$285.30 |

r.	February 1, 2021:	\$285.30
s.	March 1, 2021:	\$285.30
t.	April 1, 2021:	\$285.30
u.	May 1, 2021:	\$285.30
v.	June 1, 2021:	\$285.30
w.	July 1, 2021:	\$285.30
x.	August 1, 2021:	\$285.30
y.	September 1, 2021:	\$285.30
z.	October 1, 2021:	\$285.30
aa.	November 1, 2021:	\$285.30
bb.	December 1, 2021:	\$285.30
cc.	January 1, 2022:	\$285.30
dd.	February 1, 2022:	\$285.30
cc.	March 1, 2022:	\$285.30
ff.	April 1, 2022:	\$285.30
gg.	May 1, 2022:	\$285.30
hh.	June 1, 2022:	\$285.30
ii.	July 1, 2022:	\$285.30
jj.	August 1, 2022:	\$285.30
kk.	September 1, 2021:	\$285.30
ll.	October 1, 2022:	\$285.30
mm.	November 1, 2022:	\$285.30

nn.	December 1, 2022:	\$285.30
oo.	January 1, 2023:	\$285.30
pp.	February 1, 2023:	\$285.30
qq.	March 1, 2023:	\$285.30
rr.	April 1, 2023:	\$285.30
ss.	May 1, 2023:	\$285.30
tt.	June 1, 2023:	\$285.30
uu.	July 1, 2023:	\$285.30
vv.	August 1, 2023:	\$285.30
ww.	September 1, 2023:	\$285.30
xx.	October 1, 2023:	\$285.30
yy.	November 1, 2023:	\$285.30
zz.	December 1, 2023:	\$285.30
aaa.	January 1, 2024:	\$285.30
bbb.	February 1, 2024:	\$285.30
ccc.	March 1, 2024:	\$285.30
ddd.	April 1, 2024:	\$285.30
eee.	May 1, 2024:	\$285.30
fff.	June 1, 2024:	\$285.30
ggg.	July 1, 2024:	\$285.30
hhh.	August 1, 2024:	\$285.18

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 8-6-2019

By: _____

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 8/8/19

By: _____

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

DATE: 8/8/19

By: [Signature]
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 8/8/19

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 6 day of August, 2019 ("Effective Date") by and between [REDACTED] and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2018 and December 31, 2018, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$12,623.22 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately three hundred and fifty dollars (\$350) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, MFD reviewed [REDACTED] relevant financial information and, based on that information, determined that a four-year repayment schedule with a monthly restitution payment amount of two hundred and sixty two dollars and ninety eight cents (\$262.98) would be an appropriate monthly repayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$12,623.22 (the "Total Payment Amount") as follows:

- a. September 1, 2019: \$262.98
- b. October 1, 2019: \$262.98
- c. November 1, 2019: \$262.98
- d. December 1, 2019: \$262.98
- e. January 1, 2020: \$262.98
- f. February 1, 2020: \$262.98
- g. March 1, 2020: \$262.98
- h. April 1, 2020: \$262.98
- i. May 1, 2020: \$262.98
- j. June 1, 2020: \$262.98
- k. July 1, 2020: \$262.98
- l. August 1, 2020: \$262.98
- m. September 1, 2020: \$262.98
- n. October 1, 2020: \$262.98
- o. November 1, 2020: \$262.98
- p. December 1, 2020: \$262.98
- q. January 1, 2021: \$262.98

r. February 1, 2021: \$262.98
s. March 1, 2021: \$262.98
t. April 1, 2021: \$262.98
u. May 1, 2021: \$262.98
v. June 1, 2021: \$262.98
w. July 1, 2021: \$262.98
x. August 1, 2021: \$262.98
y. September 1, 2021: \$262.98
z. October 1, 2021: \$262.98
aa. November 1, 2021: \$262.98
bb. December 1, 2021: \$262.98
cc. January 1, 2022: \$262.98
dd. February 1, 2022: \$262.98
ee. March 1, 2022: \$262.98
ff. April 1, 2022: \$262.98
gg. May 1, 2022: \$262.98
hh. June 1, 2022: \$262.98
ii. July 1, 2022: \$262.98
jj. August 1, 2022: \$262.98
kk. September 1, 2021: \$262.98
ll. October 1, 2022: \$262.98
mm. November 1, 2022: \$262.98

nn. December 1, 2022: \$262.98
oo. January 1, 2023: \$262.98
pp. February 1, 2023: \$262.98
qq. March 1, 2023: \$262.98
rr. April 1, 2023: \$262.98
ss. May 1, 2023: \$262.98
tt. June 1, 2023: \$262.98
uu. July 1, 2023: \$262.98
vv. August 1, 2023: \$263.16

(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:

State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED]

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED] and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED] 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 8/6/2019

By: 


PHILIP JAMES DEGNAN
STATE COMPTROLLER

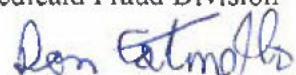
DATE: 8/8/19

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

DATE: 8/8/19

By: 
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 8/8/19

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 5th day of February, 2020 ("Effective Date") by and between [REDACTED] represented by [REDACTED] and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD may hereinafter collectively be referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2016 and December 31, 2016, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$4,131.00 to which [REDACTED] was not entitled; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay to the Medicaid program the total amount of \$4,131.00 (the "Total Payment Amount") over a three (3) year period, as follows:

- | | |
|----------------------|----------|
| a. February 15, 2020 | \$114.75 |
| b. March 15, 2020: | \$114.75 |
| c. April 15, 2020 | \$114.75 |
| d. May 15, 2020 | \$114.75 |

e. June 15, 2020	\$114.75
f. July 15, 2020	\$114.75
g. August 15, 2020	\$114.75
h. September 15, 2020	\$114.75
i. October 15, 2020	\$114.75
j. November 15, 2020	\$114.75
k. December 15, 2020	\$114.75
l. January 15, 2021	\$114.75
m. February 15, 2021	\$114.75
n. March 15, 2021	\$114.75
o. April 15, 2021	\$114.75
p. May 15, 2021	\$114.75
q. June 15, 2021	\$114.75
r. July 15, 2021	\$114.75
s. August 15, 2021	\$114.75
t. September 15, 2021	\$114.75
u. October 15, 2021	\$114.75
v. November 15, 2021	\$114.75
w. December 15, 2021	\$114.75
x. January 15, 2022	\$114.75
y. February 15, 2022	\$114.75
z. March 15, 2022	\$114.75

aa. April 15, 2022	\$114.75
bb. May 15, 2022	\$114.75
cc. June 15, 2022	\$114.75
dd. July 15, 2022	\$114.75
ee. August 15, 2022	\$114.75
ff. September 15, 2022	\$114.75
gg. October 15, 2022	\$114.75
hh. November 15, 2022	\$114.75
ii. December 15, 2022	\$114.75
jj. January 15, 2023	\$114.75

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to “Treasurer, State of New Jersey,” and shall be mailed or delivered as follows:

State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves

████████████████████ must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, ██████ 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED] 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

(13) This Settlement Agreement is effective upon the Effective Date.

(14) 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 on the following page, executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 2/4/20

By: _____

DATE: 2/4/20

By: _____

KEVIN D. WALSH
ACTING STATE COMPTROLLER

DATE: _____

By: _____

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

DATE: _____

By: _____

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

DATE: _____

By: _____

Jillian Holmes, Regulatory Officer
Office of the State Comptroller
Medicaid Fraud Division

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: _____

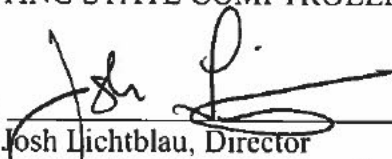
By: _____


DATE: _____

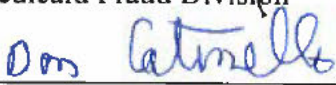
By: _____


KEVIN D. WALSH
ACTING STATE COMPTROLLER

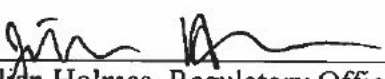
DATE: 2/5/20

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

DATE: 2/5/20

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

DATE: 2/5/2020

By: 
Jillian Holmes, Regulatory Officer
Office of the State Comptroller
Medicaid Fraud Division

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 4th day of October, 2019 ("Effective Date") by and between [REDACTED] & [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] & [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2016 and February 28, 2018, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] [REDACTED] received Medicaid benefits valued at a total of \$21,648.40 to which [REDACTED] were not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately six hundred dollars (\$600) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agree to pay restitution to the Medicaid program in the amount of \$21,648.40 (the "Total Payment Amount") as follows:

a.	October 1, 2019:	\$451.00
b.	November 1, 2019:	\$451.00
c.	December 1, 2019:	\$451.00
d.	January 1, 2020:	\$451.00
e.	February 1, 2020:	\$451.00
f.	March 1, 2020:	\$451.00
g.	April 1, 2020:	\$451.00
h.	May 1, 2020:	\$451.00
i.	June 1, 2020:	\$451.00
j.	July 1, 2020:	\$451.00
k.	August 1, 2020:	\$451.00
l.	September 1, 2020:	\$451.00
m.	October 1, 2020:	\$451.00
n.	November 1, 2020:	\$451.00
o.	December 1, 2020:	\$451.00
p.	January 1, 2021:	\$451.00
q.	February 1, 2021:	\$451.00
r.	March 1, 2021:	\$451.00
s.	April 1, 2021:	\$451.00
t.	May 1, 2021:	\$451.00

u.	June 1, 2021:	\$451.00
v.	July 1, 2021:	\$451.00
w.	August 1, 2021:	\$451.00
x.	September 1, 2021:	\$451.00
y.	October 1, 2021:	\$451.00
z.	November 1, 2021:	\$451.00
aa.	December 1, 2021:	\$451.00
bb.	January 1, 2022:	\$451.00
cc.	February 1, 2022:	\$451.00
dd.	March 1, 2022:	\$451.00
ee.	April 1, 2022:	\$451.00
ff.	May 1, 2022:	\$451.00
gg.	June 1, 2022:	\$451.00
hh.	July 1, 2022:	\$451.00
ii.	August 1, 2022:	\$451.00
jj.	September 1, 2021:	\$451.00
kk.	October 1, 2022:	\$451.00
ll.	November 1, 2022:	\$451.00
mm.	December 1, 2022:	\$451.00
nn.	January 1, 2023:	\$451.00
oo.	February 1, 2023:	\$451.00
pp.	March 1, 2023:	\$451.00

qq.	April 1, 2023:	\$451.00
rr.	May 1, 2023:	\$451.00
ss.	June 1, 2023:	\$451.00
tt.	July 1, 2023:	\$451.00
uu.	August 1, 2023:	\$451.00
vv.	September 1, 2023:	\$451.40

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED]

[REDACTED]

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agree to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agree that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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:
October 4, 2019

DATE: _____

By: _____

October 4, 2019

DATE: _____

By: _____

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 10/7/2019

By: _____

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

DATE: 10/7/2019

By: _____

John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 10/16/19

By: _____

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 21st day of October, 2019 ("Effective Date") by and between [REDACTED] and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between August 1, 2017 and December 31, 2018, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$21,042.37 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] asserted through counsel that paying the full amount of the overpayment in three years or less (approximately five hundred and eighty-four dollars (\$584) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$21,042.37 (the "Total Payment Amount") as follows:

a.	December 1, 2019:	\$438.38
b.	January 1, 2020:	\$438.38
c.	February 1, 2020:	\$438.38
d.	March 1, 2020:	\$438.38
e.	April 1, 2020:	\$438.38
f.	May 1, 2020:	\$438.38
g.	June 1, 2020:	\$438.38
h.	July 1, 2020:	\$438.38
i.	August 1, 2020:	\$438.38
j.	September 1, 2020:	\$438.38
k.	October 1, 2020:	\$438.38
l.	November 1, 2020:	\$438.38
m.	December 1, 2020:	\$438.38
n.	January 1, 2021:	\$438.38
o.	February 1, 2021:	\$438.38
p.	March 1, 2021:	\$438.38
q.	April 1, 2021:	\$438.38
r.	May 1, 2021:	\$438.38
s.	June 1, 2021:	\$438.38
t.	July 1, 2021:	\$438.38
u.	August 1, 2021:	\$438.38
v.	September 1, 2021:	\$438.38

w.	October 1, 2021:	\$438.38
x.	November 1, 2021:	\$438.38
y.	December 1, 2021:	\$438.38
z.	January 1, 2022:	\$438.38
aa.	February 1, 2022:	\$438.38
bb.	March 1, 2022:	\$438.38
cc.	April 1, 2022:	\$438.38
dd.	May 1, 2022:	\$438.38
ee.	June 1, 2022:	\$438.38
ff.	July 1, 2022:	\$438.38
gg.	August 1, 2022:	\$438.38
hh.	September 1, 2021:	\$438.38
ii.	October 1, 2022:	\$438.38
jj.	November 1, 2022:	\$438.38
kk.	December 1, 2022:	\$438.38
ll.	January 1, 2023:	\$438.38
mm.	February 1, 2023:	\$438.38
nn.	March 1, 2023:	\$438.38
oo.	April 1, 2023:	\$438.38
pp.	May 1, 2023:	\$438.38
qq.	June 1, 2023:	\$438.38
rr.	July 1, 2023:	\$438.38

ss.	August 1, 2023:	\$438.38
tt.	September 1, 2023:	\$438.38
uu.	October 1, 2023:	\$438.38
vv.	November 1, 2023:	\$438.51

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to

any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

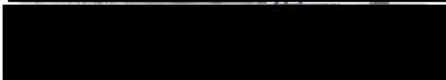
(13) This Settlement Agreement is effective upon the last date it is executed by the parties hereto.

(14) 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:

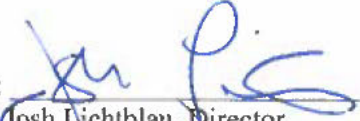
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 10/28/19

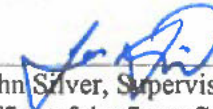
By: 


PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 11/1/2019

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

DATE: 11/1/2019

By: 
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 11/1/19

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 11th day of November, 2019 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2017 and April 30, 2019, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$12,365.65 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately three hundred and forty-three dollars (\$343) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$12,365.65 (the "Total Payment Amount") over a four year period as follows:

a. December 1, 2019: \$257.61

b.	January 1, 2020:	\$257.61
c.	February 1, 2020:	\$257.61
d.	March 1, 2020:	\$257.61
e.	April 1, 2020:	\$257.61
f.	May 1, 2020:	\$257.61
g.	June 1, 2020:	\$257.61
h.	July 1, 2020:	\$257.61
i.	August 1, 2020:	\$257.61
j.	September 1, 2020:	\$257.61
k.	October 1, 2020:	\$257.61
l.	November 1, 2020:	\$257.61
m.	December 1, 2020:	\$257.61
n.	January 1, 2021:	\$257.61
o.	February 1, 2021:	\$257.61
p.	March 1, 2021:	\$257.61
q.	April 1, 2021:	\$257.61
r.	May 1, 2021:	\$257.61
s.	June 1, 2021:	\$257.61
t.	July 1, 2021:	\$257.61
u.	August 1, 2021:	\$257.61
v.	September 1, 2021:	\$257.61
w.	October 1, 2021:	\$257.61

x.	November 1, 2021:	\$257.61
y.	December 1, 2021:	\$257.61
z.	January 1, 2022:	\$257.61
aa.	February 1, 2022:	\$257.61
bb.	March 1, 2022:	\$257.61
cc.	April 1, 2022:	\$257.61
dd.	May 1, 2022:	\$257.61
ee.	June 1, 2022:	\$257.61
ff.	July 1, 2022:	\$257.61
gg.	August 1, 2022:	\$257.61
hh.	September 1, 2022:	\$257.61
ii.	October 1, 2022:	\$257.61
jj.	November 1, 2022:	\$257.61
kk.	December 1, 2022:	\$257.61
ll.	January 1, 2023:	\$257.61
mm.	February 1, 2023:	\$257.61
nn.	March 1, 2023:	\$257.61
oo.	April 1, 2023:	\$257.61
pp.	May 1, 2023:	\$257.61
qq.	June 1, 2023:	\$257.61
rr.	July 1, 2023:	\$257.61
ss.	August 1, 2023:	\$257.61

tt. September 1, 2023: \$257.61
uu. October 1, 2023: \$257.61
vv. November 1, 2023: \$257.98

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], [REDACTED], 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 employees,

representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

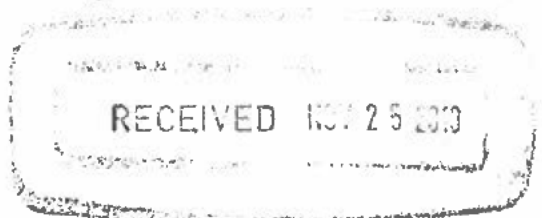
(14) This Settlement Agreement sets forth the entire agreement between and among the parties hereto with respect to the claims described herein and supersedes any other written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among 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: 11/15/19

By: 



PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 11/25/2019

By: _____


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

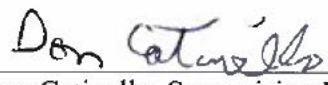
DATE: 11/25/2019

By: _____


John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 11/25/19

By: _____


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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 20th day of November, 2019 ("Effective Date") by and between [REDACTED] and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2015 and December 31, 2018, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$15,317 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately four hundred and twenty-five dollars (\$425) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$15,317 (the "Total Payment Amount") over a four year period as follows:

a.	November 1, 2019:	\$319.10
b.	December 1, 2019:	\$319.10
c.	January 1, 2020:	\$319.10
d.	February 1, 2020:	\$319.10
e.	March 1, 2020:	\$319.10
f.	April 1, 2020:	\$319.10
g.	May 1, 2020:	\$319.10
h.	June 1, 2020:	\$319.10
i.	July 1, 2020:	\$319.10
j.	August 1, 2020:	\$319.10
k.	September 1, 2020:	\$319.10
l.	October 1, 2020:	\$319.10
m.	November 1, 2020:	\$319.10
n.	December 1, 2020:	\$319.10
o.	January 1, 2021:	\$319.10
p.	February 1, 2021:	\$319.10
q.	March 1, 2021:	\$319.10
r.	April 1, 2021:	\$319.10
s.	May 1, 2021:	\$319.10
t.	June 1, 2021:	\$319.10
u.	July 1, 2021:	\$319.10
v.	August 1, 2021:	\$319.10

w.	September 1, 2021:	\$319.10
x.	October 1, 2021:	\$319.10
y.	November 1, 2021:	\$319.10
z.	December 1, 2021:	\$319.10
aa.	January 1, 2022:	\$319.10
bb.	February 1, 2022:	\$319.10
cc.	March 1, 2022:	\$319.10
dd.	April 1, 2022:	\$319.10
ee.	May 1, 2022:	\$319.10
ff.	June 1, 2022:	\$319.10
gg.	July 1, 2022:	\$319.10
hh.	August 1, 2022:	\$319.10
ii.	September 1, 2021:	\$319.10
jj.	October 1, 2022:	\$319.10
kk.	November 1, 2022:	\$319.10
ll.	December 1, 2022:	\$319.10
mm.	January 1, 2023:	\$319.10
nn.	February 1, 2023:	\$319.10
oo.	March 1, 2023:	\$319.10
pp.	April 1, 2023:	\$319.10
qq.	May 1, 2023:	\$319.10
rr.	June 1, 2023:	\$319.10

ss.	July 1, 2023:	\$319.10
ti.	August 1, 2023:	\$319.10
uu.	September 1, 2023:	\$319.10
vv.	October 1, 2023:	\$319.30

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any

defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED] 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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:

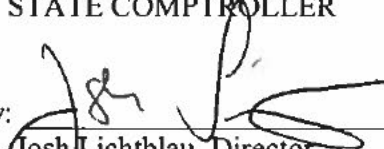
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 11/20/19

By: _____

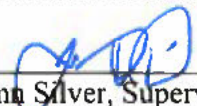
PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 11/21/2019

By: 

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

DATE: 11/20/2019

By: 

John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 11/20/19

By: 

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 1st day of February, 2020 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2015 and December 31, 2019, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$21,737.16 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately six hundred and three dollars (\$603) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$21,737.16 (the "Total Payment Amount") over a five year period as follows:

a.	March 1, 2020:	\$362.28
b.	April 1, 2020:	\$362.28
c.	May 1, 2020:	\$362.28
d.	June 1, 2020:	\$362.28
e.	July 1, 2020:	\$362.28
f.	August 1, 2020:	\$362.28
g.	September 1, 2020:	\$362.28
h.	October 1, 2020:	\$362.28
i.	November 1, 2020:	\$362.28
j.	December 1, 2020:	\$362.28
k.	January 1, 2021:	\$362.28
l.	February 1, 2021:	\$362.28
m.	March 1, 2021:	\$362.28
n.	April 1, 2021:	\$362.28
o.	May 1, 2021:	\$362.28
p.	June 1, 2021:	\$362.28
q.	July 1, 2021:	\$362.28
r.	August 1, 2021:	\$362.28
s.	September 1, 2021:	\$362.28
t.	October 1, 2021:	\$362.28
u.	November 1, 2021:	\$362.28
v.	December 1, 2021:	\$362.28

w.	January 1, 2022:	\$362.28
x.	February 1, 2022:	\$362.28
y.	March 1, 2022:	\$362.28
z.	April 1, 2022:	\$362.28
aa.	May 1, 2022:	\$362.28
bb.	June 1, 2022:	\$362.28
cc.	July 1, 2022:	\$362.28
dd.	August 1, 2022:	\$362.28
ee.	September 1, 2022:	\$362.28
ff.	October 1, 2022:	\$362.28
gg.	November 1, 2022:	\$362.28
hh.	December 1, 2022:	\$362.28
ii.	January 1, 2023:	\$362.28
jj.	February 1, 2023:	\$362.28
kk.	March 1, 2023:	\$362.28
ll.	April 1, 2023:	\$362.28
mm.	May 1, 2023:	\$362.28
nn.	June 1, 2023:	\$362.28
oo.	July 1, 2023:	\$362.28
pp.	August 1, 2023:	\$362.28
qq.	September 1, 2023:	\$362.28
rr.	October 1, 2023:	\$362.28

ss.	November 1, 2023:	\$362.28
tt.	December 1, 2023:	\$362.28
uu.	January 1, 2024:	\$362.28
vv.	February 1, 2024:	\$362.28
ww.	March 1, 2024:	\$362.28
xx.	April 1, 2024:	\$362.28
yy.	May 1, 2024:	\$362.28
zz.	June 1, 2024:	\$362.28
aaa.	July 1, 2024:	\$362.28
bbb.	August 1, 2024:	\$362.28
ccc.	September 1, 2024:	\$362.28
ddd.	October 1, 2024:	\$362.28
eee.	November 1, 2024:	\$362.28
fff.	December 1, 2024:	\$362.28
ggg.	January 1, 2025:	\$362.28
hhh.	February 1, 2025:	\$362.64

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

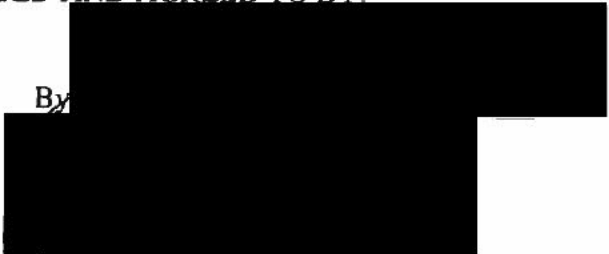
(13) This Settlement Agreement is effective upon the last date it is executed by the parties hereto.

(14) 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:

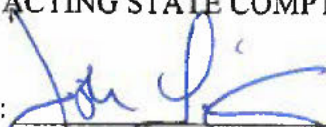
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 2/7/2020

By: 

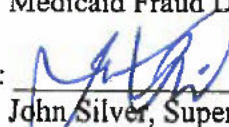
KEVIN D. WALSH
ACTING STATE COMPTROLLER

DATE: 2/12/2020

By: 

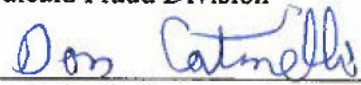
Josh Lichtblau, Director
Office of the State Comptroller
Medicaid Fraud Division

DATE: 2/7/2020

By: 

John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 2/2/20

By: 

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 28th day of October, 2019 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2017 and August 31, 2018, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$10,655.36 to which [REDACTED] were not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] deny any intentional wrongdoing, fraud or guilt in this matter; and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately three hundred dollars (\$300) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agree to pay restitution to the Medicaid program in the amount of \$10,655.36 (the "Total Payment Amount") over a four year period as follows:

- a. November 1, 2019: \$221.98
- b. December 1, 2019: \$221.98
- c. January 1, 2020: \$221.98
- d. February 1, 2020: \$221.98
- e. March 1, 2020: \$221.98
- f. April 1, 2020: \$221.98
- g. May 1, 2020: \$221.98
- h. June 1, 2020: \$221.98
- i. July 1, 2020: \$221.98
- j. August 1, 2020: \$221.98
- k. September 1, 2020: \$221.98
- l. October 1, 2020: \$221.98
- m. November 1, 2020: \$221.98
- n. December 1, 2020: \$221.98
- o. January 1, 2021: \$221.98
- p. February 1, 2021: \$221.98
- q. March 1, 2021: \$221.98
- r. April 1, 2021: \$221.98
- s. May 1, 2021: \$221.98
- t. June 1, 2021: \$221.98

u.	July 1, 2021:	\$221.98
v.	August 1, 2021:	\$221.98
w.	September 1, 2021:	\$221.98
x.	October 1, 2021:	\$221.98
y.	November 1, 2021:	\$221.98
z.	December 1, 2021:	\$221.98
aa.	January 1, 2022:	\$221.98
bb.	February 1, 2022:	\$221.98
cc.	March 1, 2022:	\$221.98
dd.	April 1, 2022:	\$221.98
ee.	May 1, 2022:	\$221.98
ff.	June 1, 2022:	\$221.98
gg.	July 1, 2022:	\$221.98
hh.	August 1, 2022:	\$221.98
ii.	September 1, 2021:	\$221.98
jj.	October 1, 2022:	\$221.98
kk.	November 1, 2022:	\$221.98
ll.	December 1, 2022:	\$221.98
mm.	January 1, 2023:	\$221.98
nn.	February 1, 2023:	\$221.98
oo.	March 1, 2023:	\$221.98
pp.	April 1, 2023:	\$221.98

qq.	May 1, 2023:	\$221.98
rr.	June 1, 2023:	\$221.98
ss.	July 1, 2023:	\$221.98
tt.	August 1, 2023:	\$221.98
uu.	September 1, 2023:	\$221.98
vv.	October 1, 2023:	\$221.98

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED]

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agree to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agree that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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:

DATE: 10/28/2019

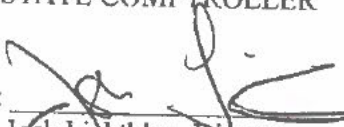
By: 

DATE: 10/28/2019

By: 

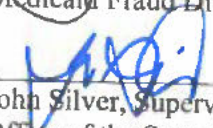
PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 10/28/2019

By: 

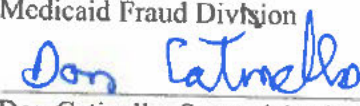
Josh Lichtblau, Director
Office of the State Comptroller
Medicaid Fraud Division

DATE: 10/28/2019

By: 

John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 10/28/19

By: 

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 12th day of November, 2019 ("Effective Date") by and between [REDACTED], represented by [REDACTED] of [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2014 and December 31, 2017, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$28,025.87 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately seven hundred and seventy-eight dollars (\$778) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$28,025.87 (the "Total Payment Amount") over a five year period as follows:

a.	December 1, 2019:	\$467.09
b.	January 1, 2020:	\$467.09
c.	February 1, 2020:	\$467.09
d.	March 1, 2020:	\$467.09
e.	April 1, 2020:	\$467.09
f.	May 1, 2020:	\$467.09
g.	June 1, 2020:	\$467.09
h.	July 1, 2020:	\$467.09
i.	August 1, 2020:	\$467.09
j.	September 1, 2020:	\$467.09
k.	October 1, 2020:	\$467.09
l.	November 1, 2020:	\$467.09
m.	December 1, 2020:	\$467.09
n.	January 1, 2021:	\$467.09
o.	February 1, 2021:	\$467.09
p.	March 1, 2021:	\$467.09
q.	April 1, 2021:	\$467.09
r.	May 1, 2021:	\$467.09
s.	June 1, 2021:	\$467.09
t.	July 1, 2021:	\$467.09
u.	August 1, 2021:	\$467.09
v.	September 1, 2021:	\$467.09

w.	October 1, 2021:	\$467.09
x.	November 1, 2021:	\$467.09
y.	December 1, 2021:	\$467.09
z.	January 1, 2022:	\$467.09
aa.	February 1, 2022:	\$467.09
bb.	March 1, 2022:	\$467.09
cc.	April 1, 2022:	\$467.09
dd.	May 1, 2022:	\$467.09
ee.	June 1, 2022:	\$467.09
ff.	July 1, 2022:	\$467.09
gg.	August 1, 2022:	\$467.09
hh.	September 1, 2021:	\$467.09
ii.	October 1, 2022:	\$467.09
jj.	November 1, 2022:	\$467.09
kk.	December 1, 2022:	\$467.09
ll.	January 1, 2023:	\$467.09
mm.	February 1, 2023:	\$467.09
nn.	March 1, 2023:	\$467.09
oo.	April 1, 2023:	\$467.09
pp.	May 1, 2023:	\$467.09
qq.	June 1, 2023:	\$467.09
rr.	July 1, 2023:	\$467.09

ss.	August 1, 2023:	\$467.09
tt.	September 1, 2023:	\$467.09
uu.	October 1, 2023:	\$467.09
vv.	November 1, 2023:	\$467.09
ww.	December 1, 2023:	\$467.09
xx.	January 1, 2024:	\$467.09
yy.	February 1, 2024:	\$467.09
zz.	March 1, 2024:	\$467.09
aaa.	April 1, 2024:	\$467.09
bbb.	May 1, 2024:	\$467.09
ccc.	June 1, 2024:	\$467.09
ddd.	July 1, 2024:	\$467.09
eee.	August 1, 2024:	\$467.09
fff.	September 1, 2024:	\$467.09
ggg.	October 1, 2024:	\$467.09
hhh.	November 1, 2024:	\$467.56

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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.

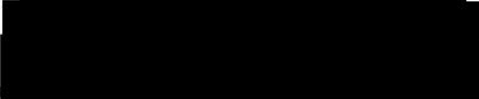
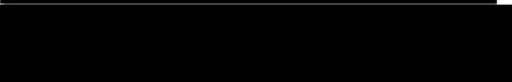
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 11/12/19

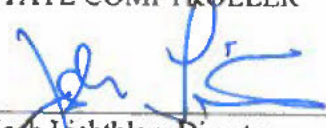
By: 

DATE: 11/12/2019

By: 


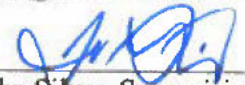
PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 11/14/19

By: 

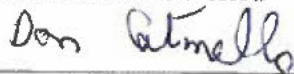
Josh Lichtblau, Director
Office of the State Comptroller
Medicaid Fraud Division

DATE: 11/14/2019

By: 

John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 11/17/19

By: 

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 26th day of November, 2019 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2015 and December 31, 2016, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$29,089.97 to which [REDACTED] were not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately eight hundred and eight dollars (\$808) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agree to pay restitution to the Medicaid program in the amount of \$29,089.97 (the "Total Payment Amount") over a five year period as follows:

a.	December 1, 2019:	\$484.83
b.	January 1, 2020:	\$484.83
c.	February 1, 2020:	\$484.83
d.	March 1, 2020:	\$484.83
e.	April 1, 2020:	\$484.83
f.	May 1, 2020:	\$484.83
g.	June 1, 2020:	\$484.83
h.	July 1, 2020:	\$484.83
i.	August 1, 2020:	\$484.83
j.	September 1, 2020:	\$484.83
k.	October 1, 2020:	\$484.83
l.	November 1, 2020:	\$484.83
m.	December 1, 2020:	\$484.83
n.	January 1, 2021:	\$484.83
o.	February 1, 2021:	\$484.83
p.	March 1, 2021:	\$484.83
q.	April 1, 2021:	\$484.83
r.	May 1, 2021:	\$484.83
s.	June 1, 2021:	\$484.83
t.	July 1, 2021:	\$484.83
u.	August 1, 2021:	\$484.83
v.	September 1, 2021:	\$484.83

w.	October 1, 2021:	\$484.83
x.	November 1, 2021:	\$484.83
y.	December 1, 2021:	\$484.83
z.	January 1, 2022:	\$484.83
aa.	February 1, 2022:	\$484.83
bb.	March 1, 2022:	\$484.83
cc.	April 1, 2022:	\$484.83
dd.	May 1, 2022:	\$484.83
ee.	June 1, 2022:	\$484.83
ff.	July 1, 2022:	\$484.83
gg.	August 1, 2022:	\$484.83
hh.	September 1, 2022:	\$484.83
ii.	October 1, 2022:	\$484.83
jj.	November 1, 2022:	\$484.83
kk.	December 1, 2022:	\$484.83
ll.	January 1, 2023:	\$484.83
mm.	February 1, 2023:	\$484.83
nn.	March 1, 2023:	\$484.83
oo.	April 1, 2023:	\$484.83
pp.	May 1, 2023:	\$484.83
qq.	June 1, 2023:	\$484.83
rr.	July 1, 2023:	\$484.83

ss.	August 1, 2023:	\$484.83
tt.	September 1, 2023:	\$484.83
uu.	October 1, 2023:	\$484.83
vv.	November 1, 2023:	\$484.83
ww.	December 1, 2023:	\$484.83
xx.	January 1, 2024:	\$484.83
yy.	February 1, 2024:	\$484.83
zz.	March 1, 2024:	\$484.83
aaa.	April 1, 2024:	\$484.83
bbb.	May 1, 2024:	\$484.83
ccc.	June 1, 2024:	\$484.83
ddd.	July 1, 2024:	\$484.83
eee.	August 1, 2024:	\$484.83
fff.	September 1, 2024:	\$484.83
ggg.	October 1, 2024:	\$484.83
hhh.	November 1, 2024:	\$485.00

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED]
[REDACTED]

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agree to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] are not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agree that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 11-26-19

By: [REDACTED]

DATE: 11-26-19

By: [REDACTED]

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 12/2/2019

By: [Signature]

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

DATE: 12/2/2019

By: [Signature]

John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 12/2/19

By: [Signature]

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 6th day of December, 2019 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2014 and December 31, 2016, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$13,767.04 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, [REDACTED] asserted that paying the full amount of the overpayment in three years or less (approximately three hundred and eighty-two dollars (\$382) every month) would create a financial hardship that would, over time, jeopardize [REDACTED] ability to make full payment of the entire overpayment amount; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$13,767.04 (the "Total Payment Amount") over a four year period as follows:

a. December 1, 2019: \$286.81

b.	January 1, 2020:	\$286.81
c.	February 1, 2020:	\$286.81
d.	March 1, 2020:	\$286.81
e.	April 1, 2020:	\$286.81
f.	May 1, 2020:	\$286.81
g.	June 1, 2020:	\$286.81
h.	July 1, 2020:	\$286.81
i.	August 1, 2020:	\$286.81
j.	September 1, 2020:	\$286.81
k.	October 1, 2020:	\$286.81
l.	November 1, 2020:	\$286.81
m.	December 1, 2020:	\$286.81
n.	January 1, 2021:	\$286.81
o.	February 1, 2021:	\$286.81
p.	March 1, 2021:	\$286.81
q.	April 1, 2021:	\$286.81
r.	May 1, 2021:	\$286.81
s.	June 1, 2021:	\$286.81
t.	July 1, 2021:	\$286.81
u.	August 1, 2021:	\$286.81
v.	September 1, 2021:	\$286.81
w.	October 1, 2021:	\$286.81

x.	November 1, 2021:	\$286.81
y.	December 1, 2021:	\$286.81
z.	January 1, 2022:	\$286.81
aa.	February 1, 2022:	\$286.81
bb.	March 1, 2022:	\$286.81
cc.	April 1, 2022:	\$286.81
dd.	May 1, 2022:	\$286.81
cc.	June 1, 2022:	\$286.81
ff.	July 1, 2022:	\$286.81
gg.	August 1, 2022:	\$286.81
hh.	September 1, 2021:	\$286.81
ii.	October 1, 2022:	\$286.81
jj.	November 1, 2022:	\$286.81
kk.	December 1, 2022:	\$286.81
ll.	January 1, 2023:	\$286.81
mm.	February 1, 2023:	\$286.81
nn.	March 1, 2023:	\$286.81
oo.	April 1, 2023:	\$286.81
pp.	May 1, 2023:	\$286.81
qq.	June 1, 2023:	\$286.81
rr.	July 1, 2023:	\$286.81
ss.	August 1, 2023:	\$286.81

tt. September 1, 2023: \$286.81
uu. October 1, 2023: \$286.81
vv. November 1, 2023: \$286.97

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

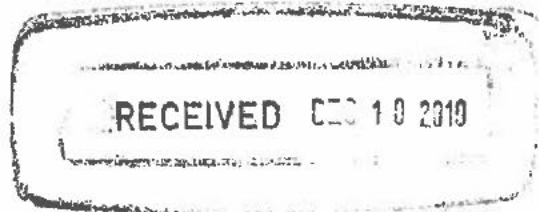
(14) This Settlement Agreement sets forth the entire agreement between and among the parties hereto with respect to the claims described herein and supersedes any other written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among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

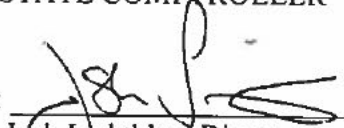
DATE: 12/6/19

By



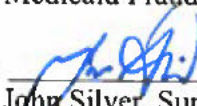
PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 12/11/2019

By: 

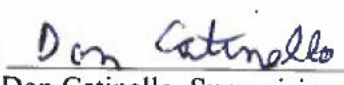
Josh Lichtblau, Director
Office of the State Comptroller
Medicaid Fraud Division

DATE: 12/11/2019

By: 

John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 12/11/2019

By: 

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 13 day of January, 2021 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2016 and June 30, 2016, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$3,953 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$3,953 (the "Total Payment Amount") over a one year period as follows:

- | | | |
|----|-------------------|----------|
| a. | February 1, 2021: | \$329.41 |
| b. | March 1, 2021: | \$329.41 |
| c. | April 1, 2021: | \$329.41 |
| d. | May 1, 2021: | \$329.41 |
| e. | June 1, 2021: | \$329.41 |

f.	July 1, 2021:	\$329.41
g.	August 1, 2021:	\$329.41
h.	September 1, 2021:	\$329.41
i.	October 1, 2021:	\$329.41
j.	November 1, 2021:	\$329.41
k.	December 1, 2021:	\$329.41
l.	January 1, 2022:	\$329.49

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED]

[REDACTED] 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 12/28/2020

By [REDACTED]
[REDACTED]

KEVIN WALSH
ACTING STATE COMPTROLLER

DATE: 1-13-21

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

DATE: 1-13-21

By: Kassandra Phipany
Kassandra Phipany, Interim Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 1-13-21

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 11 day of November, 2020 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2015 and December 31, 2019, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$33,032.01 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$33,032.01 (the "Total Payment Amount") over a ^{FIVE}~~three~~ year period as follows:

- a. December 1, 2020: \$550.53
- b. January 1, 2021: \$550.53
- c. February 1, 2021: \$550.53
- d. March 1, 2021: \$550.53

e.	April 1, 2021:	\$550.53
f.	May 1, 2021:	\$550.53
g.	June 1, 2021:	\$550.53
h.	July 1, 2021:	\$550.53
i.	August 1, 2021:	\$550.53
j.	September 1, 2021:	\$550.53
k.	October 1, 2021:	\$550.53
l.	November 1, 2021:	\$550.53
m.	December 1, 2021:	\$550.53
n.	January 1, 2022:	\$550.53
o.	February 1, 2022:	\$550.53
p.	March 1, 2022:	\$550.53
q.	April 1, 2022:	\$550.53
r.	May 1, 2022:	\$550.53
s.	June 1, 2022:	\$550.53
t.	July 1, 2022:	\$550.53
u.	August 1, 2022:	\$550.53
v.	September 1, 2022:	\$550.53
w.	October 1, 2022:	\$550.53
x.	November 1, 2022:	\$550.53
y.	December 1, 2022:	\$550.53
z.	January 1, 2023:	\$550.53

aa.	February 1, 2023:	\$550.53
bb.	March 1, 2023:	\$550.53
cc.	April 1, 2023:	\$550.53
dd.	May 1, 2023:	\$550.53
ee.	June 1, 2023:	\$550.53
ff.	July 1, 2023:	\$550.53
gg.	August 1, 2023:	\$550.53
hh.	September 1, 2023:	\$550.53
ii.	October 1, 2023:	\$550.53
jj.	November 1, 2023:	\$550.53
kk.	December 1, 2023:	\$550.53
ll.	January 1, 2024:	\$550.53
mm.	February 1, 2024:	\$550.53
nn.	March 1, 2024:	\$550.53
oo.	April 1, 2024:	\$550.53
pp.	May 1, 2024:	\$550.53
qq.	June 1, 2024:	\$550.53
rr.	July 1, 2024:	\$550.53
ss.	August 1, 2024:	\$550.53
tt.	September 1, 2024:	\$550.53
uu.	October 1, 2024:	\$550.53
vv.	November 1, 2024:	\$550.53

ww.	December 1, 2024:	\$550.53
xx.	January 1, 2025:	\$550.53
yy.	February 1, 2025:	\$550.53
zz.	March 1, 2025:	\$550.53
aaa.	April 1, 2025:	\$550.53
bbb.	May 1, 2025:	\$550.53
ccc.	June 1, 2025:	\$550.53
ddd.	July 1, 2025:	\$550.53
eee.	August 1, 2025:	\$550.53
fff.	September 1, 2025:	\$550.53
ggg.	October 1, 2025:	\$550.53
hhh.	November 1, 2025:	\$550.74

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to “Treasurer, State of New Jersey,” and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED]

██████ agrees that █████ will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, █████

██████ 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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.

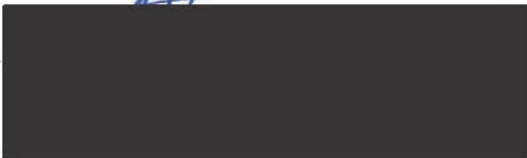
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 11/19/20

By: 

DATE: 11/19/2020

By: 

KEVIN WALSH
ACTING STATE COMPTROLLER

DATE: 11/20/2020

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

DATE: 11/20/2020

By: John Silver
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 11/20/2020

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 4 day of December, 2020 ("Effective Date") by and between [REDACTED] and [REDACTED] and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between July 1, 2016 and August 31, 2016 [REDACTED] and January 1, 2019 and January 31, 2020 [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] and [REDACTED] received Medicaid benefits valued at a total of \$5,908.35 to which [REDACTED] were not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agree to pay restitution to the Medicaid program in the amount of \$5,908.35 (the "Total Payment Amount") during the next three months as follows:

- a. December 31, 2020: \$2,000.00
- b. January 31, 2021: \$2,000.00
- c. February 28, 2021: \$1,908.35

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED] and [REDACTED]

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED] and [REDACTED], and is without prejudice to any defenses that [REDACTED] and [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] and [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] and [REDACTED] agree to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] were not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] and [REDACTED] agree that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED] and [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 12.3.20

By: 

DATE: 12/3/2020

By: 

KEVIN WALSH
ACTING STATE COMPTROLLER

DATE: 12/4/20

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

DATE: 12/4/20

By: John Silver
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 12/4/20

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 26 day of October, 2020 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2018 and December 31, 2019, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$14,982.79 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$14,982.79 (the "Total Payment Amount") over a four year period as follows:

- a. November 1, 2020: \$312.14
- b. December 1, 2020: \$312.14
- c. January 1, 2021: \$312.14
- d. February 1, 2021: \$312.14

e.	March 1, 2021:	\$312.14
f.	April 1, 2021:	\$312.14
g.	May 1, 2021:	\$312.14
h.	June 1, 2021:	\$312.14
i.	July 1, 2021:	\$312.14
j.	August 1, 2021:	\$312.14
k.	September 1, 2021:	\$312.14
l.	October 1, 2021:	\$312.14
m.	November 1, 2021:	\$312.14
n.	December 1, 2021:	\$312.14
o.	January 1, 2022:	\$312.14
p.	February 1, 2022:	\$312.14
q.	March 1, 2022:	\$312.14
r.	April 1, 2022:	\$312.14
s.	May 1, 2022:	\$312.14
t.	June 1, 2022:	\$312.14
u.	July 1, 2022:	\$312.14
v.	August 1, 2022:	\$312.14
w.	September 1, 2022:	\$312.14
x.	October 1, 2022:	\$312.14
y.	November 1, 2022:	\$312.14
z.	December 1, 2022:	\$312.14

aa.	January 1, 2023:	\$312.14
bb.	February 1, 2023:	\$312.14
cc.	March 1, 2023:	\$312.14
dd.	April 1, 2023:	\$312.14
ee.	May 1, 2023:	\$312.14
ff.	June 1, 2023:	\$312.14
gg.	July 1, 2023:	\$312.14
hh.	August 1, 2023:	\$312.14
ii.	September 1, 2023:	\$312.14
jj.	October 1, 2023:	\$312.14
kk.	November 1, 2023:	\$312.14
ll.	December 1, 2023:	\$312.14
mm.	January 1, 2024:	\$312.14
nn.	February 1, 2024:	\$312.14
oo.	March 1, 2024:	\$312.14
pp.	April 1, 2024:	\$312.14
qq.	May 1, 2024:	\$312.14
rr.	June 1, 2024:	\$312.14
ss.	July 1, 2024:	\$312.14
tt.	August 1, 2024:	\$312.14
uu.	September 1, 2024:	\$312.14
vv.	October 1, 2024:	\$312.21

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED]

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED] and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED] 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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:

10/23/20

By

KEVIN WALSH
ACTING STATE COMPTROLLER

DATE: 10/26/2020

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

DATE: 10/26/2020

By: John Silver
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 10/26/2020

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 15th day of August, 2020 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between January 1, 2015 and March 31, 2016, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$10,098.71 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$10,098.71 (the "Total Payment Amount") over a three year period as follows:

- a. August 15, 2020: \$280.52
- b. September 15, 2020: \$280.52
- c. October 15, 2020: \$280.52
- d. November 15, 2020: \$280.52
- e. December 15, 2020: \$280.52

f.	January 15, 2021:	\$280.52
g.	February 15, 2021:	\$280.52
h.	March 15, 2021:	\$280.52
i.	April 15, 2021:	\$280.52
j.	May 15, 2021:	\$280.52
k.	June 15, 2021:	\$280.52
l.	July 15, 2021:	\$280.52
m.	August 15, 2021:	\$280.52
n.	September 15, 2021:	\$280.52
o.	October 15, 2021:	\$280.52
p.	November 15, 2021:	\$280.52
q.	December 15, 2021:	\$280.52
r.	January 15, 2022:	\$280.52
s.	February 15, 2022:	\$280.52
t.	March 15, 2022:	\$280.52
u.	April 15, 2022:	\$280.52
v.	May 15, 2022:	\$280.52
w.	June 15, 2022:	\$280.52
x.	July 15, 2022:	\$280.52
y.	August 15, 2022:	\$280.52
z.	September 15, 2022:	\$280.52
aa.	October 15, 2022:	\$280.52

bb.	November 15, 2022:	\$280.52
cc.	December 15, 2022:	\$280.52
dd.	January 15, 2023:	\$280.52
ee.	February 15, 2023:	\$280.52
ff.	March 15, 2023:	\$280.52
gg.	April 15, 2023:	\$280.52
hh.	May 15, 2023:	\$280.52
ii.	June 15, 2023:	\$280.52
jj.	July 15, 2023:	\$280.51

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to “Treasurer, State of New Jersey,” and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED], and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 8-15-20

B

KEVIN WALSH
ACTING STATE COMPTROLLER

DATE: 9/3/2020

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

DATE: 9/3/2020

By: John Silver
John Silver, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 9/3/2020

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 28 day of July, 2021 ("Effective Date") by and between [REDACTED] and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED] and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between April 1, 2017 and January 31, 2019, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$16,316.45 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$16,316.45 (the "Total Payment Amount") over a five year period as follows:

- | | | |
|----|-----------------|----------|
| a. | March 1, 2021: | \$271.94 |
| b. | April 1, 2021 : | \$271.94 |
| c. | May 1, 2021 : | \$271.94 |
| d. | June 1, 2021 : | \$271.94 |
| e. | July 1, 2021 : | \$271.94 |

f.	August 1, 2021:	\$271.94
g.	September 1, 2021:	\$271.94
h.	October 1, 2021:	\$271.94
i.	November 1, 2021:	\$271.94
j.	December 1, 2021:	\$271.94
k.	January 1, 2022:	\$271.94
l.	February 1, 2022:	\$271.94
m.	March 1, 2022:	\$271.94
n.	April 1, 2022:	\$271.94
o.	May 1, 2022:	\$271.94
p.	June 1, 2022:	\$271.94
q.	July 1, 2022:	\$271.94
r.	August 1, 2022:	\$271.94
s.	September 1, 2022:	\$271.94
t.	October 1, 2022:	\$271.94
u.	November 1, 2022:	\$271.94
v.	December 1, 2022:	\$271.94
w.	January 1, 2023:	\$271.94
x.	February 1, 2023:	\$271.94
y.	March 1, 2023:	\$271.94
z.	April 1, 2023:	\$271.94
aa.	May 1, 2023:	\$271.94

bb.	June 1, 2023:	\$271.94
cc.	July 1, 2023:	\$271.94
dd.	August 1, 2023:	\$271.94
ee.	September 1, 2023:	\$271.94
ff.	October 1, 2023:	\$271.94
gg.	November 1, 2023:	\$271.94
hh.	December 1, 2023:	\$271.94
ii.	January 1, 2024:	\$271.94
jj.	February 1, 2024:	\$271.94
kk.	March 1, 2024:	\$271.94
ll.	April 1, 2024:	\$271.94
mm.	May 1, 2024:	\$271.94
nn.	June 1, 2024:	\$271.94
oo.	July 1, 2024:	\$271.94
pp.	August 1, 2024:	\$271.94
qq.	September 1, 2024:	\$271.94
rr.	October 1, 2024:	\$271.94
ss.	November 1, 2024:	\$271.94
tt.	December 1, 2024:	\$271.94
uu.	January 1, 2025:	\$271.94
vv.	February 1, 2025:	\$271.94
ww.	March 1, 2025:	\$271.94

xx.	April 1, 2025:	\$271.94
yy.	May 1, 2025:	\$271.94
zz.	June 1, 2025:	\$271.94
aaa.	July 1, 2025:	\$271.94
bbb.	August 1, 2025:	\$271.94
ccc.	September 1, 2025:	\$271.94
ddd.	October 1, 2025:	\$271.94
eee.	November 1, 2025:	\$271.94
fff.	December 1, 2025:	\$271.94
ggg.	January 1, 2026:	\$271.94
hhh.	February 1, 2026:	\$271.99

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

**State of New Jersey
Office of the State Comptroller
20 West State Street, 4th Floor
Trenton, NJ 08625
Attention: Robert Graves**

[REDACTED] must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, [REDACTED] 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for [REDACTED].

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against [REDACTED] and is without prejudice to any defenses that [REDACTED] may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 [REDACTED] 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED]

agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED], 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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: 7/14/2021

BY: 


KEVIN D. WALSH
ACTING STATE COMPTROLLER

DATE: July 28, 2021

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

DATE: 7/28/2021

By: K. Phipany
Kassandra Phipany, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 7/28/21

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

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 16 day of August, 2021 ("Effective Date") by and between [REDACTED], and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). [REDACTED], and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated [REDACTED] and determined that between May 1, 2018 and December 31, 2019, [REDACTED] received incorrectly provided benefits from the Medicaid program, as [REDACTED] income exceeded the income eligibility limit pursuant to N.J.A.C. 10:78-4.3 and [REDACTED] failed to report a change in income as required by N.J.A.C. 10:78-8.3 ("Covered Conduct"); and

WHEREAS, MFD determined that, based on the Covered Conduct, [REDACTED] received Medicaid benefits valued at a total of \$13,559.03 to which [REDACTED] was not entitled (hereafter referred to as an "overpayment" or "restitution" amount); and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) [REDACTED] agrees to pay restitution to the Medicaid program in the amount of \$13,559.03 (the "Total Payment Amount") over a sixty-eight (68) month period as follows:

- a. September 1, 2021: \$200.00
- b. October 1, 2021: \$200.00
- c. November 1, 2021: \$200.00
- d. December 1, 2021: \$200.00
- e. January 1, 2022: \$200.00

f.	February 1, 2022:	\$200.00
g.	March 1, 2022:	\$200.00
h.	April 1, 2022:	\$200.00
i.	May 1, 2022:	\$200.00
j.	June 1, 2022:	\$200.00
k.	July 1, 2022:	\$200.00
l.	August 1, 2022:	\$200.00
m.	September 1, 2022:	\$200.00
n.	October 1, 2022:	\$200.00
o.	November 1, 2022:	\$200.00
p.	December 1, 2022:	\$200.00
q.	January 1, 2023:	\$200.00
r.	February 1, 2023:	\$200.00
s.	March 1, 2023:	\$200.00
t.	April 1, 2023:	\$200.00
u.	May 1, 2023:	\$200.00
v.	June 1, 2023:	\$200.00
w.	July 1, 2023:	\$200.00
x.	August 1, 2023:	\$200.00
y.	September 1, 2023:	\$200.00
z.	October 1, 2023:	\$200.00
aa.	November 1, 2023:	\$200.00

bb.	December 1, 2023:	\$200.00
cc.	January 1, 2024:	\$200.00
dd.	February 1, 2024:	\$200.00
ee.	March 1, 2024:	\$200.00
ff.	April 1, 2024:	\$200.00
gg.	May 1, 2024:	\$200.00
hh.	June 1, 2024:	\$200.00
ii.	July 1, 2024:	\$200.00
jj.	August 1, 2024:	\$200.00
kk.	September 1, 2024:	\$200.00
ll.	October 1, 2024:	\$200.00
mm.	November 1, 2024:	\$200.00
nn.	December 1, 2024:	\$200.00
oo.	January 1, 2025:	\$200.00
pp.	February 1, 2025:	\$200.00
qq.	March 1, 2025:	\$200.00
rr.	April 1, 2025:	\$200.00
ss.	May 1, 2025:	\$200.00
tt.	June 1, 2025:	\$200.00
uu.	July 1, 2025:	\$200.00
vv.	August 1, 2025:	\$200.00
ww.	September 1, 2025:	\$200.00

xx.	October 1, 2025:	\$200.00
yy.	November 1, 2025:	\$200.00
zz.	December 1, 2025:	\$200.00
aaa.	January 1, 2026:	\$200.00
bbb.	February 1, 2026:	\$200.00
ccc.	March 1, 2026:	\$200.00
ddd.	April 1, 2026:	\$200.00
eee.	May 1, 2026:	\$200.00
fff.	June 1, 2026:	\$200.00
ggg.	July 1, 2026:	\$200.00
hhh.	August 1, 2026:	\$200.00
iii.	September 1, 2026:	\$200.00
jjj.	October 1, 2026:	\$200.00
kkk.	November 1, 2026:	\$200.00
lll.	December 1, 2026:	\$200.00
mmn.	January 1, 2027:	\$200.00
nnn.	February 1, 2027:	\$200.00
ooo.	March 1, 2027:	\$200.00
ppp.	April 1, 2027:	\$159.03

(2) Payment shall be by certified check, bank check, money order or attorney trust check made payable to "Treasurer, State of New Jersey," and shall be mailed or delivered as follows:

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

████████████████████ must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, ██████████ 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) MFD will notify the Division of Medical Assistance and Health Services (DMAHS) of this Settlement Agreement so that the appropriate Medicaid eligibility determination agency can decide whether it should perform a redetermination of Medicaid eligibility for ██████████

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against ██████████ and is without prejudice to any defenses that ██████████ may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(6) 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 ██████████ 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 receipt of benefits or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) [REDACTED] agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to, not willfully obtaining benefits from the Medicaid program to which [REDACTED] is not entitled to receive and not knowingly and willfully making or causing to be made any false statement or representation of a material fact in any document necessary in applying for or receiving any benefit from the Medicaid program. To that end, [REDACTED] agrees that [REDACTED] will ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(8) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(9) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-8 above, by the signatures set forth below, the authorization of which is hereby affirmed, [REDACTED] 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 employees, representatives, officers and directors from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

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

(14) 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:

8/16/2021

KEVIN D. WALSH
ACTING STATE COMPTROLLER

DATE: August 17, 2021

By:

Josh Lichtblau

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

DATE: 8/17/2021

By: *K. Phipps*
Kassandra Phipps, Supervising Investigator
Office of the State Comptroller
Medicaid Fraud Division

DATE: 8/18/21

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