

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 30th day of May, 2019 (“Effective Date”) by and between Clifton Pediatrics, Deniz Burton and Melih Sarigul (hereinafter referred to as “Clifton Pediatrics”), represented by Svetlana Ros, Esq. of Norris McLaughlin, P.A., and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Clifton Pediatrics and MFD are hereinafter collectively referred to as the "Parties" and each individually as a “Party.”

WHEREAS, MFD investigated Clifton Pediatrics for the period of August 1, 2013 through August 1, 2018, and conducted a review of 337 claims for medical services submitted by or on behalf of Clifton Pediatrics, and based upon a review of relevant information, determined that between August 1, 2013 through August 1, 2018 (“Review Period”), Clifton Pediatrics submitted claims to and received payments from the Division of Medical Assistance and Health Services (DMAHS) and/or its fiscal agent and/or Managed Care Organizations for CPT codes 96372, 99058, and 99213, which claims were not supported by sufficient documentation in violation of N.J.A.C. 10:49-9.8, N.J.A.C. 10:54-9.1, and N.J.S.A. 30:4D-12(d), for an overpayment amount of \$203,024.45 (“Covered Conduct”); and

WHEREAS, Clifton Pediatrics agreed to repay the full amount of the overpayment, \$203,024.45, but sought to do so over a twelve month period; and

WHEREAS, because Clifton Pediatrics requested to make payment over a twelve month period, MFD assessed 6% interest on the overpayment principal balance, in the amount of \$12,181.46, for a total recovery of \$215,205.91; and

WHEREAS, Clifton Pediatrics denied any wrongdoing, fraud or guilt in this matter; and

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

NOW THEREFORE, in consideration of the mutual promises contained herein, as well as for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to settle their dispute on the following terms:

(1) Clifton Pediatrics agrees to pay restitution to the Medicaid program in the sum of Two Hundred Fifteen Thousand Two Hundred Five Dollars and Ninety-One Cents (\$215,205.91), which is comprised of principal of Two Hundred Three Thousand Twenty-Four Dollars and Forty-Five Cents (\$203,024.45) with the addition of six percent interest in the amount of Twelve Thousand One Hundred Eighty-One Dollars and Forty-Six Cents (\$12,181.46), in the following manner:

a. Clifton Pediatrics shall make an initial payment of One Hundred Thousand Dollars (\$100,000) by no later than the close of business on the 1st day of June, 2019;

b. Clifton Pediatrics shall pay the remaining One Hundred Fifteen Thousand Two Hundred Five Dollars and Ninety-One Cents (\$115,205.91) in ten successive monthly payments of Ten Thousand Four Hundred Seventy-Three Dollars and Twenty-Six Cents (\$10,473.26) beginning by no later than the close of business on the first day of July, 2019;

c. The final payment in the amount of Ten Thousand Four Hundred Seventy-Three Dollars and Thirty-One Cents (\$10,473.31) shall be remitted no later than the close of business on the first day of May, 2020.

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

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

Clifton Pediatrics will include “[REDACTED]” in the memo line so that any payment is properly credited.

(3) If any payment as provided for in this Settlement Agreement is more than ten (10) days late, Clifton Pediatrics will be in default of this Settlement Agreement and the outstanding and unpaid balance plus interest will immediately become due and collected through any means available to MFD as provided by law.

(4) Clifton Pediatrics agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to submitting only claims that accurately and completely reflect the services provided and by Clifton Pediatrics. To that end, Clifton Pediatrics agrees that it will only submit claims for services provided for which it possesses sufficient documentation to support such claims and that it will implement policies to ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed and thereby not repeated.

(5) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the Covered Conduct and is intended by each party to release the other party and its representatives from liability arising out of the Covered Conduct and all associated

claims during the Review Period unless MFD is mandated to act by federal or State law; or mandated by order or judgment of a court or administrative agency (other than MFD).

(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 Clifton Pediatrics or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation of prior or future years for the improper submission of any claims or conduct not specifically covered by this Settlement Agreement, and to take any action civilly or criminally for such conduct.

(7) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-6 above, by the signatures set forth below, the authorization of which is hereby affirmed, Clifton Pediatrics and MFD agree to the following Release: in consideration of the provision hereof including this release, each party agrees to release the other party and its representatives from liability, obligations and damages arising out of the Covered Conduct.

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

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

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

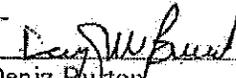
(11) This Settlement Agreement is effective upon the last date it is executed by the parties hereto

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

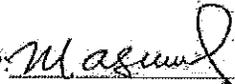
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

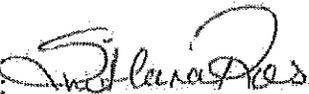
DATE:

By:   
Deniz Fujton  
Owner, Clifton Pediatrics

DATE:

By:   
Melih Sarigul  
Owner, Clifton Pediatrics

DATE:

By:   
Svetlana Ros, Esq.  
Norris McLaughlin, P.A.

PHILIP JAMES DEGNAN  
STATE COMPTROLLER

DATE:

By: \_\_\_\_\_  
Josh Lichtblau, Director  
Medicaid Fraud Division

DATE:

By: \_\_\_\_\_  
Don Catinello, Supervising Regulatory Officer  
Medicaid Fraud Division

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FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: \_\_\_\_\_  
By: \_\_\_\_\_  
Deniz Burton  
Owner, Clifton Pediatrics

DATE: \_\_\_\_\_  
By: \_\_\_\_\_  
Melih Sarigul  
Owner, Clifton Pediatrics

DATE: \_\_\_\_\_  
By: \_\_\_\_\_  
Svetlana Ros, Esq.  
Norris McLaughlin, P.A.

PHILIP JAMES DEGNAN  
STATE COMPTROLLER

DATE: 5/30/19  
By: \_\_\_\_\_  
Josh Lichtblau, Director  
Medicaid Fraud Division

DATE: 5/30/19  
By: Don Catinello  
Don Catinello, Supervising Regulatory Officer  
Medicaid Fraud Division

DATE: 5/30/19

By:   
Justin D. Berardo, Regulatory Officer  
Medicaid Fraud Division