

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 24<sup>th</sup> day of October, 2016 ("Effective Date") by and between Dr. Mark H. Seglin, Ph.D. (██████████) ("Dr. Seglin") and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). Dr. Seglin and MFD may hereinafter collectively be referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated Dr. Seglin and found that between June 20, 2008 and June 20, 2013, Dr. Seglin submitted 14 claims for psychological services that were not personally rendered by Dr. Seglin, in violation of the Provider Agreement between Dr. Seglin and the New Jersey Division of Medical Assistance and Health Services ("Medicaid") dated October 30, 2009 (the "Provider Agreement") and N.J.A.C. 10:67-2.1(b), and submitted 12 claims for services that lacked adequate documentation, in violation of the Provider Agreement and N.J.A.C. 10:67-1.4 (collectively, the "Covered Conduct");

WHEREAS, MFD determined that, based on the Covered Conduct, Dr. Seglin had received overpayments from Medicaid;

WHEREAS, Dr. Seglin denied any civil wrongdoing in connection with the Covered Conduct; 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:

*M.H.S.* 10/23/16

(1) Dr. Seglin agrees to pay to MFD the sum of Forty Thousand Dollars (\$40,000.00) within 10 days of the Effective Date.

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

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

"Dr. Mark H. Seglin – OSC-MFD" must be included in the memo line so that payment is properly credited.

(3) If the payment provided for in this Settlement Agreement is more than ten (10) days late, Dr. Seglin 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) Dr. Seglin agrees to an indefinite disqualification from participation in any capacity in the Medicaid program, NJ FamilyCare program, WorkFirst New Jersey/General Assistance program, Pharmaceutical Assistance for the Aged and Disabled program, Senior Gold Prescription Discount program, the provider networks of any Managed Care Organization that contracts with the State of New Jersey and any other health insurance program administered in whole or in part by the State of New Jersey (collectively, the "Programs"), effective January 1, 2017. The indefinite disqualification precludes Dr. Seglin from providing services or submitting any claims for payment, either personally or through claims submitted by any clinic, group, corporation or other association to the Programs or its fiscal agents. Dr. Seglin agrees to waive

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all rights to appeal the indefinite disqualification or to petition for reinstatement into any of the Programs until no sooner than January 1, 2024. If Dr. Seglin violates this provision in any manner, Dr. Seglin will be in default of this Settlement Agreement and MFD may take any action it deems necessary in accordance with the law.

(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.

(6) Nothing in this Settlement Agreement waives the rights of any other State or Federal agency from continuing with a pending, if any, or beginning a future civil, administrative or criminal investigation or other action for alleged conduct concerning Dr. Seglin 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 conduct outside of the Covered Conduct for any claims or conduct not specifically covered by this Settlement Agreement, and to take any action it deems appropriate to address such conduct.

(7) Subject to adherence 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, Dr. Seglin 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.

 10/23/16

(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.

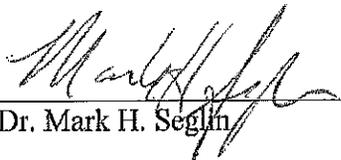
(12) This Settlement Agreement sets forth the entire agreement between and among the Parties hereto with respect to the claims described herein and supersedes any other written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among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

*WNA 10/23/18*

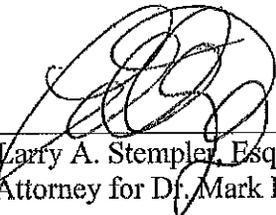
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

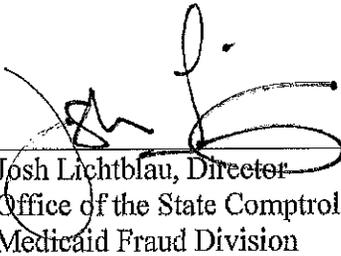
DATE: 10/23/16

By:   
Dr. Mark H. Seglin

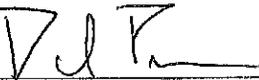
DATE: 10/23/16

By:   
Larry A. Stempler, Esq.,  
Attorney for Dr. Mark H Seglin

DATE: 10/24/16

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

DATE: 10/24/16

By:   
Daniel A. Prupis, Regulatory Officer  
Office of the State Comptroller  
Medicaid Fraud Division