

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 12<sup>th</sup> day of April 2021 (“Effective Date”) by Steven Dorfman, D.C. (hereinafter “STEVEN DORFMAN”), and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). STEVEN DORFMAN and MFD are hereinafter collectively referred to as the "Parties" and each individually as a “Party.”

WHEREAS, MFD conducted a review of claims for chiropractic services billed by STEVEN DORFMAN between October 1, 2017 through March 9, 2018, and determined STEVEN DORFMAN knowingly submitted claims for reimbursement to the Division of Medical Assistance and Health Services (“DMAHS”) and/or its fiscal agent while his chiropractic license was expired (“Covered Conduct”). As a result of the Covered Conduct, STEVEN DORFMAN received the benefit of \$8,312.62 in payments in excess of the amount payable under the New Jersey Medical Assistance and Health Services (Medicaid) program, NJ FamilyCare, Work First New Jersey/General Assistance programs, Pharmaceutical Assistance for the Aged and Disabled (PAAD), and/or the Senior Gold Prescription Discount programs; and

WHEREAS, MFD imposed a penalty of \$16,625.24 (double the principal amount set forth in the above paragraph) based on STEVEN DORFMAN knowingly and willfully submitting claims for services provided to Medicaid patients while his license was expired; and

WHEREAS, MFD issued a Notice of Claim, Notice of Withhold and Certificate of Debt in the amount of \$24,937.86 to STEVEN DORFMAN on January 11, 2021; and

WHEREAS, the parties desire to amicably resolve the dispute 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) STEVEN DORFMAN agrees to pay the Medicaid program in the amount of \$24,937.86, (the “Total Payment Amount”) through six (6) successive monthly payments made according to the following schedule:

- i. May 1, 2021 \$4,156.31;
- ii. June 1, 2021 \$4,156.31;
- iii. July 1, 2021 \$4,156.31;
- iv. August 1, 2021 \$4,156.31;
- v. September 1, 2021 \$4,156.31; and
- vi. October 1, 2021 \$4,156.31.

(2) 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

“STEVEN DORFMAN – [REDACTED]” must be included in the memo line so that payment is properly credited.

(3) As soon as practicable after receipt of the Total Payment Amount from STEVEN DORFMAN, MFD shall file a Warrant to Discharge with the Clerk of the Superior Court of New Jersey indicating that the Certificate of Debt filed against STEVEN DORFMAN is satisfied and should be removed from the Court's docketed list of judgments. Due to the current COVID 19 challenges, including court closings, the steps outlined in this paragraph may take more time than usual to complete.

(4) If payment as provided for in this Settlement Agreement is more than ten (10) days late, STEVEN DORFMAN will be in default of this Settlement Agreement, and the total remaining unpaid balance plus interest accruing from the date of default will immediately become due ("the Default Amount). Should STEVEN DORFMAN not cure the default within five days of receiving notice of default, the Default Amount immediately will be collected through any means available to MFD as provided by law.

(5) STEVEN DORFMAN agrees to act in full compliance with all applicable state and federal rules and regulations, including but not limited to submitting claims for chiropractic services while his license is expired, and that he 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.

(6) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the Covered Conduct, referenced above, and is intended by each party to release the other party and its representatives from liability arising out of the Covered Conduct, unless MFD is mandated to act by federal or State law; or mandated by order or judgment of a court or administrative agency (other than MFD).

(7) Nothing in this Settlement Agreement waives the rights of any other state or federal agency, including, among others, the New Jersey Division of Criminal Justice, from continuing with a pending or beginning a future civil or criminal investigation or other action for alleged conduct concerning STEVEN DORFMAN or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation of prior or future years for the improper submission of any claims or conduct not specifically covered by this agreement, and to take any action civilly or criminally for such conduct.

(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, STEVEN DORFMAN 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 submission by, and payments to, STEVEN DORFMAN of any and all claims for reimbursement by Medicaid or the Medicaid Managed Care Program for the Covered Conduct, referenced above.

(10) Nothing herein shall constitute an admission, concession or finding of wrongdoing or 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.

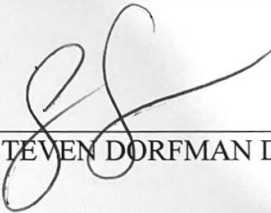
(13) This Settlement Agreement is effective upon the Effective Date reflected on the first page of the Settlement Agreement.

(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 understanding. 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 on the following page have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 4/12/2021

By:   
STEVEN DORFMAN D.C.

KEVIN D. WALSH  
ACTING STATE COMPTROLLER

DATE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

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

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Justin Berardo, Regulatory Officer  
Medicaid Fraud Division

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STEVEN DORFMAN D.C.

KEVIN D. WALSH  
ACTING STATE COMPTROLLER

DATE: 4/12/21

By: /s/ Josh Lichtblau  
Josh Lichtblau, Director  
Medicaid Fraud Division

DATE: 4/12/21

By: /s/ Don Catinello  
Don Catinello, Supervising Regulatory Officer  
Medicaid Fraud Division

DATE: 4/12/21

By: /s/ Justin Berardo  
Justin Berardo, Regulatory Officer  
Medicaid Fraud Division