

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 17th day of November, 2016 ("Effective Date") by and between Joseph K. Mireku, Calvin P. Osei, and Pricus Inc. (d/b/a Campus Pharmacy, Provider# [REDACTED]), respectively (hereinafter collectively referred to as "Campus"), represented by Angelo J. Cifaldi, Esq. of Wilentz, Goldman and Spitzer, PA and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). Campus and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD conducted a pharmacy inventory analysis and found that between April 1, 2006 and May 31, 2008, Campus submitted 1,805 claims resulting in payments totaling \$602,304.49 that failed to have necessary supporting documentation in violation of the Provider Agreement between Campus and the New Jersey Division of Medical Assistance and Health Services ("Medicaid") dated March 11, 2006, N.J.S.A. 30:4D-12(d), N.J.A.C. 10:49-9.8(b) and N.J.A.C. 10:49-5.5(a) (the "Covered Conduct");

WHEREAS, MFD determined that, based on the Covered Conduct, Campus had received overpayments from the Medicaid Program;

WHEREAS, in 2008, a withholding of Medicaid reimbursements was instituted against Campus based on a criminal investigation by the New Jersey Division of Criminal Justice causing all Medicaid claims submitted by Campus that were processed between February 21, 2008 and June 2, 2008, totaling \$474,441.16, to be held in a pend file (the "Withheld Funds"); 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) Campus agrees to pay to MFD the sum of Twenty Thousand Dollars (\$20,000.00) in fifteen (15) consecutive monthly payments of One Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$1,333.33) on or before the 1st of each month starting December 1, 2016.

(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

Please include “Campus Pharmacy – OSC-MFD” in the memo line so that it is properly credited.

(3) If any payment provided for in this Settlement Agreement is more than ten (10) days late, Campus will be in default of this Settlement Agreement and the outstanding and unpaid balance will immediately become due and collected through withholding of Medicaid reimbursements and/or through any other means available to MFD as provided by law.

(4) Campus waives and relinquishes all rights or claims to the \$474,441.16 comprising the Withheld Funds.

(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, including, among others, the New Jersey Division of Criminal Justice, from continuing with a pending, if any, or beginning a future civil, administrative or criminal investigation or other action for alleged conduct concerning Campus 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 conduct (outside of the Covered Conduct) for the improper submission of 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 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, Campus 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.

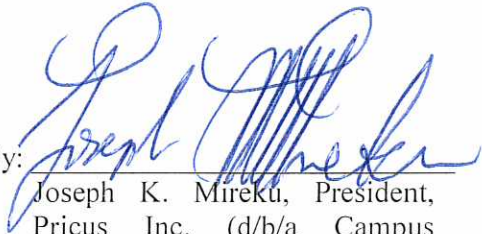
(12) This Settlement Agreement sets forth the entire agreement between and among the Parties hereto with respect to the claims described herein and supersedes any other written or

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:

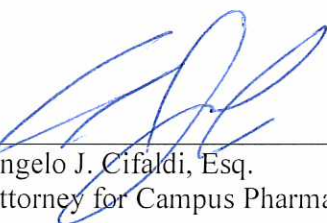
DATE: 11/04/16

By: 
Joseph K. Mireku, President,
Pricus Inc. (d/b/a Campus
Pharmacy) and in his individual
capacity

DATE: 11/4/16

By: 
Calvin P. Osei


DATE: 11/11/16

By: 
Angelo J. Cifaldi, Esq.
Attorney for Campus Pharmacy

DATE: 11/17/16

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

DATE: 11/17/16

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