

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 16th day of November 2017 (“Effective Date”) by and between Nagi Eltemsah MD, (██████████) respectively (hereinafter collectively referred to as “Dr. Eltemsah”) and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Dr. Eltemsah and MFD may hereinafter collectively be referred to as the "Parties" and each individually as a “Party.”

WHEREAS, MFD, through SafeGuard Services, LLC, conducted an audit of paid claims submitted by Dr. Eltemsah to the Medicaid program through his medical practice, covering the period from January 1, 2011 to December 31, 2013.

WHEREAS, MFD determined that of the universe of 250 claims tested, 43 claims failed to be supported by documentation that satisfied applicable statutory and regulatory requirements inasmuch as these identified claims were billed using an incorrect Evaluation and Management (E & M) procedure code (hereinafter this is referred to as the “Covered Conduct”);

WHEREAS, MFD determined that, based on the covered conduct, Dr. Eltemsah was overpaid for 43 of 250 claims tested;

WHEREAS, when extrapolated to the universe of claims from which the sample was drawn, the overpayment amount totaled \$92,983.00;

WHEREAS, in a Final Audit Report issued on September 25, 2017 MFD determined that, based on the Covered Conduct, Dr. Eltemsah had received overpayments from Medicaid in the amount of \$92,983.00; 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) Dr. Eltemsah agrees to pay to MFD the sum of ninety two thousand, nine hundred and eighty three dollars (\$92,983.00) to be paid in full by no later than December 31, 2017.

(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

(3) 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.

(4) 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 Dr. Eltemsah 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.

(5) Subject to adherence to the express terms of this Settlement Agreement as provided for in paragraphs 1-4 above, by the signatures set forth below, the authorization of which is hereby affirmed, Dr. Eltemsah 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.

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

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

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


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

(10) 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.

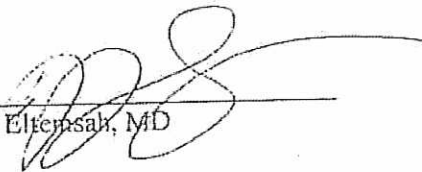
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 12/2/17

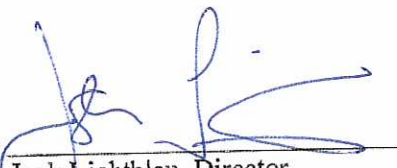
By: 
David L. Adelson, Esq.
Norris McLaughlin & Marcus, P.A.
Attorney for Dr. Nagi Eltemsah

DATE: 11/20/17


By: 
Nagi Eltemsah, MD

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 12/15/2017

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

DATE: 12/15/17

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