

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 26th day of September, 2016 (“Effective Date”) by and between Broadway Adult Day Care LLC, its owners, officers, directors, successors, and assigns, located at 24-20 Broadway, Fair Lawn, New Jersey, Anna Bassina, Zhanna Bassina, Peter Bekkerman and Paulina Likhacheva, respectively (hereinafter collectively referred to as “Broadway”) and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Broadway and MFD may hereinafter collectively be referred to as the "Parties" and each individually as a “Party.”

WHEREAS, MFD investigated Broadway and determined that between January 1, 2007 and May 1, 2012, Broadway billed 16,722 claims under HCPS Code S5102 that failed to have necessary supporting documentation to verify services rendered, in violation of the Provider Agreement between Broadway and the New Jersey Department of Health and Senior Services dated April 5, 2002, N.J.S.A. 30:4D-12(d), N.J.A.C. 10:49-9.8(b), N.J.A.C. 8:43F-15.1(a), N.J.A.C. 8:43F-15.3(a), N.J.A.C. 8:43F-15.4 and N.J.A.C. 10:49-5.5(a) (the “Covered Conduct”);

WHEREAS, MFD determined that, based on the Covered Conduct, Broadway had received overpayments from the Division of Medical Assistance and Health Services and/or its fiscal agent and/or Managed Care Organizations;

WHEREAS, Broadway disputed MFD’s determination and 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 resulting overpayments 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) Broadway agrees to pay to MFD the sum of Three Hundred Twenty Five Thousand Dollars (\$325,000.00) within thirty (30) 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

“Broadway Adult Day Care LLC – 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, Broadway 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) 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, unless MFD is mandated to act by Federal or State law or mandated by order or judgment of a court or administrative agency.

(5) 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 Broadway 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. Nothing in this Settlement Agreement waives any defenses that Broadway may raise with regard to claims of any nature that may be raised by MFD or any other State or Federal agency.

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

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

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

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

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

(11) 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: 9/26/2016.

By: Anna Bassina
Anna Bassina, Member,
Broadway Adult Day Care LLC
and in her individual capacity

DATE: 9/26/2016

By: Zhanna Bassina
Zhanna Bassina, Member,
Broadway Adult Day Care LLC
and in her individual capacity

DATE: 9/26/2016.

By: Peter Bekkerman
Peter Bekkerman, President,
Broadway Adult Day Care LLC
and in his individual capacity

DATE: 9/26/2016.

By: Paulina Likhacheva
Paulina Likhacheva, Member,
Broadway Adult Day Care LLC
and in her individual capacity

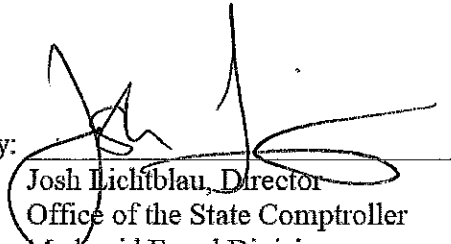
DATE: 9/26/2016

By: Robert J. Fogg
Robert J. Fogg Esq., Attorney for
Broadway Adult Day Care LLC

DATE:

9/26/16

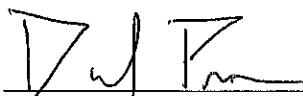
By:


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

DATE:

9/26/16

By:


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