

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 13th day of December 2017 (“Effective Date”) by and between Fouad Y. Rasheed, M.D. (██████████) and Future Pediatrics Group (██████████), respectively (hereinafter collectively referred to as “Dr. Rasheed”) and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Dr. Rasheed and MFD may hereinafter collectively be referred to as the “Parties” and each individually as a “Party.”

WHEREAS, MFD conducted an Audit of paid claims submitted by Dr. Rasheed to the Medicaid program through his medical practice, Future Pediatrics, covering the period from July 1, 2011 through December 31, 2016, and MFD determined that Medicaid overpaid 1,663 claims for CPT codes 99401 and 99402 that were unbundled and billed separately along with CPT codes 99381 through 99385 and 99391 through 99395 for the same recipients, on the same date of service, (hereafter referred to as the “Covered Conduct”); and

WHEREAS, through its Final Audit Report, MFD requested reimbursement of \$48,358.76 for the 1,663 claims improperly billed and paid on the basis that the billings did not comply with the American Medical Association’s (AMA) Current Procedural Terminology (CPT) code guidelines, which require that such services be billed as a single code (bundled) rather than as separate codes; and

WHEREAS, Dr. Rasheed has agreed with MFD’s Audit findings; 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. Rasheed agrees to pay to MFD the sum of Forty Eight Thousand Three Hundred Fifty Eight Dollars and Seventy Six Cents (\$48,358.76) in the following manner: the first payment of \$8,059.81 will be made no later than December 15, 2017, followed by equal payments in the amount of \$8,059.79, on or before the 15th of the next five months thereafter. Dr. Rasheed will make a total of six (6) monthly payments totaling \$48,358.76, to be paid in full no later than May 15, 2018.

(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

"Fouad Rasheed, M.D." and "MFD- [REDACTED]" must be included in the memo line so that payment is properly credited.

(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. Rasheed 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. Rasheed 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: 12-12-17

By: 
Ronald Rusheed, M.D.

DATE: 12-12-17

By: 
Livyn Krivostav-Seth, Esq.
Schenck, Price, Smith & King LLP
Attorney for Dr. Rusheed

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE:

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

DATE:

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

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: _____ By: _____
Fouad Rasheed, M.D.

DATE: _____ By: _____
Divya Srivastav-Seth, Esq.
Schenck, Price, Smith & King LLP
Attorney for Dr. Rasheed

DATE: 12/13/2017 By: _____
PHILIP JAMES DEGNAN
STATE COMPTROLLER
Josh Lichtblau, Director
Office of the State Comptroller
Medicaid Fraud Division

DATE: 12/13/17 By: _____
Don Catinello
Supervising Regulatory Officer
Office of the State Comptroller
Medicaid Fraud Division