

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 11 day of March, 2022 (“Effective Date”) by and between VC Services LLC DBA Affinity Care of NJ and owner, Khalil Tareen (hereinafter collectively referred to as “Affinity Care of NJ”), represented by Riza Dagli, Esq. of Brach Eichler LLC, and the State of New Jersey, Office of the State Comptroller, Medicaid Fraud Division (“MFD”). Affinity Care of NJ and MFD are hereinafter collectively referred to as the “Parties” and each individually as a “Party.”

WHEREAS, MFD conducted an audit and found that between January 1, 2015 and June 30, 2020, Affinity Care of NJ was reimbursed by the Division of Medical Assistance and Health Services (DMAHS) and/or its fiscal agent and/or the Managed Care Organizations (MCO) for claims for personal care services which failed to have necessary supporting documentation, in violation of N.J.S.A. 30:4D-12(d), N.J.A.C. 10:49-9.8, and N.J.A.C. 10:49-5.5. (“Covered Conduct”); and

WHEREAS, MFD determined that, based on the Covered Conduct, Affinity Care of NJ received an overpayment from the Medicaid program; and

WHEREAS, MFD issued a Revised Final Notice of Overpayment in this matter; and

WHEREAS, MFD imposed a civil penalty in the amount of \$10,089.34 for 189 claims for which Affinity Care of NJ submitted no documentation to MFD to support the services billed and reimbursed by the Medicaid program; and

WHEREAS, the civil penalty is to be paid in addition to the principal amount owed; and

WHEREAS, the parties desire to amicably resolve the dispute regarding the alleged overpayment and have reached a mutually acceptable resolution of the controversies that exist between them; and

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) Affinity Care of NJ agrees to pay the principal amount of \$14,745.66, plus a civil penalty in the amount of \$10,089.34 (based upon the fact that it did not provide MFD with any documentation for 189 claims pursuant to N.J.S.A. 30:4D-17(e)(3)), for a total sum of Twenty-Four Thousand Eight Hundred Thirty-Five Dollars (\$24,835) (“Total Payment Amount”) to MFD as follows:

- a. \$12,417.50 shall be due by April 1, 2022.
- b. \$12,417.50 shall be due by May 1, 2022.

(2) Payment to MFD 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

“VC Services LLC DBA Affinity Care of NJ and Khalil Tareen – [REDACTED]” must be included in the memo line so that payment is properly credited.

(3) If payment as provided for in this Settlement Agreement is more than ten (10) days late, Affinity Care of NJ 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 Affinity Care of NJ not cure the default within five (5) business days of receiving notice of default, the Default Amount immediately will be collected through any means available to MFD as provided by law.

(4) Affinity Care of NJ agrees to act in full compliance with all applicable state and

federal rules and regulations, including but not limited to submitting only claims that accurately and completely reflect the services provided. To that end, Affinity Care of NJ agrees to only submit claims for services provided for which Affinity Care of NJ possesses sufficient documentation to support such claims and 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.

(5) 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, including MFD's audit, and is intended by each party to release the other party and its representatives from liability arising out of the Covered Conduct, including MFD's audit, 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).

(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 or beginning a future civil or criminal investigation or other action for alleged conduct concerning Affinity Care of NJ 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 Settlement Agreement, and to take any action civilly or criminally for such conduct, subject to and as limited by applicable law.

(7) The terms of this Settlement Agreement may be modified only by a subsequent written agreement signed by all Parties.

(8) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-7 above, by the signatures set forth below, the authorization of which is hereby affirmed, Affinity Care of NJ 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 Covered Conduct and MFD's audit.

(9) Nothing herein shall constitute an admission, concession, waiver or finding of wrongdoing or liability by any party.

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

(11) This Settlement Agreement may be executed in Counterparts.

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

(13) 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:

**AFFINITY CARE OF NJ**

DATE: By: Khalil Tareen  
Khalil Tareen, individually and as  
authorized signatory for Affinity Care of  
NJ

DATE: By: Riza Dagli  
Riza Dagli, Esq.  
Attorney for Affinity Care of NJ

**KEVIN D. WALSH  
ACTING STATE COMPTROLLER**

DATE: 3/11/2022

By: Josh Lichtblau  
Josh Lichtblau, Director  
Medicaid Fraud Division

DATE: 3/11/2022

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

DATE: 3/11/2022

By: Nina Galletto  
Nina Galletto, Regulatory Officer  
Medicaid Fraud Division