

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 2<sup>nd</sup> day of May, 2023 (“Effective Date”) by and between Essex Medical Day Care, LLC d/b/a Home Away from Home Adult Day Care Center of Nutley and owners Oleg Rubin and Bazhana Rubin (hereinafter collectively “HAHADCC”), and the State of New Jersey, Office of the State Comptroller, Medicaid Fraud Division (“MFD”). HAHADCC and MFD are hereinafter collectively referred to as the “Parties” and each individually as a “Party.”

WHEREAS, MFD conducted a review and found that between January 1, 2017 through May 31, 2022, HAHADCC was reimbursed by the Department of Human Services, Division of Medical Assistance and Health Services (DMAHS) and/or its fiscal agent and/or the Managed Care Organizations (MCO) for claims: while the recipients were admitted to an inpatient facility, such as a hospital or skilled nursing/long term care center, in violation of N.J.A.C. 10:164-1.5); in excess of five (5) days per week, in violation of N.J.A.C. 10:164-1.4(a); and while the recipients were receiving services from another adult medical day care provider, in violation of N.J.A.C. 10:49-9.8 (“Covered Conduct”); and

WHEREAS, MFD determined that, based on the Covered Conduct, HAHADCC received an overpayment from the Medicaid program totaling \$43,356.20; 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 the following terms:

- (1) HAHADCC agrees to pay the total sum of Forty three thousand three hundred fifty

six dollars and twenty cents (\$43,356.20) (“Total Payment Amount”) to MFD within four (4) months of the execution of this Settlement Agreement. Payment shall be made to MFD in four (4) monthly payments on or before the 15th day of each month, as follows:

- (a) May 15, 2023 \$10,839.05;
- (b) June 15, 2023 \$10,839.05;
- (c) July 15, 2023 \$10,839.05; and
- (d) August 15, 2023 \$10,839.05.

(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

“Home Away from Home Adult Day Care Center of Nutley / [REDACTED]” must be included in the memo line so that payment is properly credited.

(3) Upon execution of this Settlement Agreement, MFD will file a Certificate of Debt against HAHADCC in the amount of \$43,356.20 with the Superior Court of New Jersey for the full amount of the overpayment. As soon as practicable after receipt of the Total Payment Amount from HAHADCC, MFD shall file a Warrant to Discharge with the Clerk of the Superior Court of New Jersey indicating that the Certificate of Debt filed against HAHADCC is satisfied and should be removed from the Court’s docketed list of judgments, with a copy of such filing sent to HAHADCC.

(4) If payment as provided for in this Settlement Agreement is more than ten (10) days late, HAHADCC 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 HAHADCC 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.

(5) HAHADCC 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, HAHADCC, agrees to only submit claims for services provided for which HAHADCC 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.

(6) 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 review, 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 review, 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).

(7) 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 HAHADCC or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation 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.

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

(9) Subject to the express terms of this Settlement Agreement as provided for in

paragraphs **1-8** above, by the signatures set forth below, the authorization of which is hereby affirmed, HAHADCC 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 review.

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

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

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

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

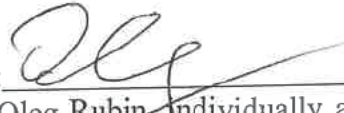
(14) This Settlement Agreement sets forth the entire agreement between and among the parties hereto with respect to the claims described herein and supersedes any other written or oral understanding. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among 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:

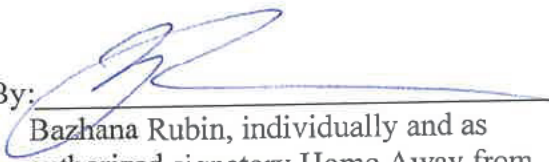
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

**Essex Medical Day Care, LLC  
d/b/a Home Away from Home Adult  
Day Care Center of Nutley**

DATE: 05/01/2023

By:   
Oleg Rubin, individually and as authorized  
signatory Home Away from Home Adult  
Day Care Center of Nutley

DATE: 05/01/2023


By:   
Bazhana Rubin, individually and as  
authorized signatory Home Away from  
Home Adult Day Care Center of Nutley

**KEVIN D. WALSH  
ACTING STATE COMPTROLLER**

DATE: 5/2/2023

By:   
Josh Lichtblau, Director  
Medicaid Fraud Division

DATE: 5/2/2023

By:   
Justin Berardo,  
Supervising Regulatory Officer  
Medicaid Fraud Division