

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE is entered into this 19th day of November, 2018 (“Effective Date”) by and between AJI INC. d/b/a/ SHEEFA PHARMACY and AMJAD ABUKWAIK (hereinafter collectively referred to as “Sheefa Pharmacy”), represented by ANGELO J. CIFALDI, ESQ. of WILENTZ, GOLDMAN AND SPITZER, PA and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Sheefa Pharmacy and MFD are hereinafter collectively referred to as the "Parties" and each individually as a “Party.”

WHEREAS, MFD conducted a pharmacy inventory analysis and found that between July 1, 2011, and April 30, 2016, Sheefa Pharmacy was reimbursed by the Division of Medical Assistance and Health Services (DMAHS) and/or its fiscal agent and/or the Managed Care Organizations for prescription claims which failed to have the necessary supporting documentation, in violation of N.J.S.A. 30:4D-12(d) and N.J.A.C. 10:49-9.8 (this scope and period is hereafter referred to as “Covered Conduct”); and

WHEREAS, MFD determined that, based on the Covered Conduct, Sheefa Pharmacy received overpayments from the Medicaid program; and

WHEREAS, the parties desire to amicably resolve the dispute between them giving rise to the alleged overpayments 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) Sheefa Pharmacy agrees to pay restitution to the Medicaid program in the sum of Eighty-Five Thousand Dollars (\$85,000) principal in the following manner:

(a) Fourteen thousand, one hundred seventy-five dollars (\$14,175) shall be due by November 20, 2018.

(b) Fourteen thousand, one hundred sixty-five dollars (\$14,165) shall be due by December 15, 2018.

(c) Fourteen thousand, one hundred sixty-five dollars (\$14,165) shall be due by January 15, 2019.

(d) Fourteen thousand, one hundred sixty-five dollars (\$14,165) shall be due by February 15, 2019.

(e) Fourteen thousand, one hundred sixty-five dollars (\$14,165) shall be due by March 15, 2019.

(f) Fourteen thousand, one hundred sixty-five dollars (\$14,165) shall be due by April 15, 2019.

(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

Sheefa Pharmacy will include “Sheefa Pharmacy – OSC-MFD [REDACTED]” in the memo line to ensure it is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, Sheefa Pharmacy will be in default of this Settlement Agreement and the

total unpaid balance, plus interest, will immediately become due and collected through any means available to MFD as provided by law.

(4) Sheefa Pharmacy 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 and medications dispensed by Sheefa Pharmacy. To that end, Sheefa Pharmacy agrees that it will only submit claims for services provided and medications dispensed for which it possesses sufficient documentation to support such claims and that it will implement policies to ensure that the underlying issues that caused or contributed to the Covered Conduct will be appropriately addressed.

(5) The parties agree that this Settlement Agreement is intended to be without prejudice to all remaining claims, rights and remedies against Sheefa Pharmacy, and is without prejudice to any defenses that Sheefa Pharmacy, its officers, directors, successors or assigns may raise with respect to claims of any nature that may be raised by MFD or any other state or federal agency.

(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 Sheefa Pharmacy 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 agreement, and to take any action civilly or criminally for such conduct.

(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, Sheefa Pharmacy 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 submission by, and payments to, Sheefa Pharmacy of any and all claims for reimbursement by Medicaid or the Medicaid Managed Care Program for the Covered Conduct, referenced above.

(9) Nothing herein shall constitute an admission, concession 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.

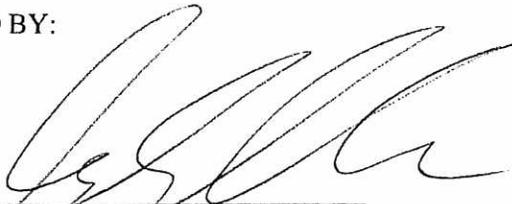
(12) This Settlement Agreement is effective upon the last date it is executed by the parties hereto.

(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.

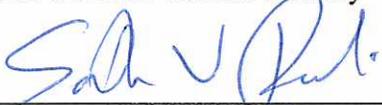
IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto on the following page have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 11/14/2018

By: 
Amjad Abukwaik, Owner
AJI Inc. d/b/a Sheefa Pharmacy

DATE: 11/14/2018

By: 
Angelo J. Cifaldi, Esq. SATOSH V. POONDI, Esq.
Attorney for AJI Inc. d/b/a Sheefa
Pharmacy

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE:

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

DATE:

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

DATE:

By: _____
Jillian Holmes, Regulatory Officer
Office of the State Comptroller
Medicaid Fraud Division

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

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By: _____
Amjad Abukwaik, Owner
AJI Inc. d/b/a Sheefa Pharmacy

DATE:

By: _____
Angelo J. Cifaldi, Esq.
Attorney for AJI Inc. d/b/a Sheefa
Pharmacy

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE:

11/19/18

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

DATE:

11/19/18

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

DATE:

11/19/18

By: _____
Jillian Holmes, Regulatory Officer
Office of the State Comptroller
Medicaid Fraud Division