



JOSH STEIN
ATTORNEY GENERAL

STATE OF NORTH CAROLINA
DEPARTMENT OF JUSTICE

SETH DEARMIN
CHIEF OF STAFF

December 2, 2019

North Carolina Senate President Pro Tempore Phil Berger
North Carolina House of Representatives Speaker Tim Moore
Co-Chairs, Joint Legislative Commission on Governmental Operations

Senator Danny Earl Britt, Jr.
Senator Warren Daniel
Senator Norman W. Sanderson
Representative James Boles, Jr.
Representative Ted Davis, Jr.
Representative Allen McNeill
Co-Chairs, Appropriations Subcommittee on Justice and Public Safety

North Carolina General Assembly
Raleigh, North Carolina 27601-1096

RE: G.S. §114-2.5; Report on Settlement Agreement for Dorothy Agbafé-Mosley, MD/Ave Maria Family Practice

Dear Members:

Section 114-2.5 of the North Carolina General Statutes requires the Attorney General to report to the Joint Legislative Commission on Governmental Operations and the Chairs of the Appropriations Subcommittees on Justice and Public Safety regarding all settlements and court orders which result in more than \$75,000.00 being paid to the State. Pursuant to that statute, I am writing regarding the settlement of claims for Medicaid reimbursement to the state and federal governments in the above-referenced matter. Pursuant to federal law (42 C.F.R. § 433.320) recoveries in these cases are shared on a pro rata basis by the state and federal governments.

A settlement has been executed between Agbafé-Mosley/Ave Maria Family Practice and the State of North Carolina.

The settlement resolves allegations that from January 1, 2014 through December 31, 2018, Agbafé-Mosley billed for services that were not medically necessary, billed for inappropriate codes and billed for more than 24 hours in a given day.

Under the terms of North Carolina's settlement, the State of North Carolina will recover \$1,287,986.00. Of that amount the federal government will receive \$730,932.06 for North Carolina's federal portion of Medicaid recoveries. The North Carolina Medicaid Program will receive \$523,373.00 as restitution and interest. Pursuant to G.S. § 1-608(c), the North Carolina Department of Justice will receive \$33,680.94 for investigative costs.

We will be happy to respond to any questions you may have regarding this report.

Sincerely,



Seth Dearmin
Chief of Staff

SD:ng

cc: John Poteat, NCGA Fiscal Research Division

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into among the North Carolina Office of the Attorney General on behalf of the State of North Carolina ("North Carolina") and Dorothy Agbafé-Mosley, M.D., an individual, and Ave Maria Family Practice, PLLC, a North Carolina corporation (hereinafter referred to collectively as "Dorothy Agbafé-Mosley, M.D."), and North Carolina Medicaid Providers. Each of the above are hereafter referred to as "the Parties" through their authorized representative.

RECITALS

1. Dorothy Agbafé-Mosley, M.D., was a Medicaid provider since at least 2012 and provides Family Medicine and Addiction Medicine services to Medicaid beneficiaries in and around New Hanover, North Carolina. Providers may submit claims to the North Carolina Medicaid Program for services that are medically necessary for the care of Medicaid beneficiaries and which comply with Medicaid Clinical Policy. The State contends that it has certain civil claims against Dorothy Agbafé-Mosley, M.D. arising from the following conduct, during the dates of January 1, 2015 through December 31, 2018, for Dorothy Agbafé-Mosley, M.D.'s submission of claims to the North Carolina Medicaid Program for Addiction Medicine services, to wit, as follows:

i. CPT 99215 ("Office or other outpatient visit"), which the State contends had no supporting clinical documentation, were not medically necessary and which were performed in violation of Division of Health Benefits Clinical Coverage Policy 8A, *et seq.*, and 8C, *et seq.*;

ii. CPT 99214 ("Office or other outpatient visit"), which the State contends had no supporting clinical documentation, were not medically necessary and which were

performed in violation of Division of Health Benefits Clinical Coverage Policy 8A, *et seq.*, and 8C, *et seq.*; and

iii. CPT 99354 ("Prolonged service in the office or outpatient setting"), which the State contends had no supporting clinical documentation, were not medically necessary and which were performed in violation of Division of Health Benefits Clinical Coverage Policy 8A, *et seq.*, and 8C, *et seq.*

The conduct referenced in this paragraph is referred below and throughout this Agreement as the "Covered Conduct."

2. North Carolina contends that Dorothy Agbafé-Mosley, M.D.'s submission of such claims for payment to the North Carolina Medicaid Program (Medicaid), Title XIX of the Social Security Act, 42 U.S.C. §§ 1396-1396v, violates the North Carolina False Claims Act, N.C.G.S. §§ 1-605, *et seq.*, and the Medical Assistance Provider Claims Act, N.C.G.S. §§ 108A-70.10, *et seq.*

3. Dorothy Agbafé-Mosley, M.D. and Ave Maria Family Practice, PLLC, deny the allegations in Paragraphs 1 and 2.

4. To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

5. Dorothy Agbafé-Mosley, M.D., and Ave Maria Family Practice, PLLC, shall pay to North Carolina the amount of one million two hundred fifty thousand dollars (\$1,250,000.00) (the "Agbafé-Mosley Settlement Amount"), of which all \$1,250,000.00 is hereby classified as restitution. No later than the twenty (20) days following the Effective Date of this Agreement,

Dorothy Agbafé-Mosley, M.D. shall pay \$400,000.00 to be credited to the Agbafé-Mosley Settlement Amount. The remaining \$850,000.00 shall be paid by Dorothy Agbafé-Mosley, M.D. by 5:00 pm U.S. Eastern Time on the following dates ("Payment Date"):

i. No later than February 15, 2020, Dorothy Agbafé-Mosley, M.D. shall begin making payments as to the remaining outstanding balance plus interest, as set forth in the attached Payment Schedule (attached as Exhibit A) every three (3) months for a period of time until all remaining monies are paid in full. The time frame for completion of all outstanding monies is not to exceed February 15, 2023. All payment(s) shall be made by certified check, payable to the North Carolina Fund for Medical Assistance and postmarked to the Medicaid Investigations Division ("MID"), 5505 Creedmoor Road, Suite 300, Raleigh, NC 27612 ("MID address"). There is no grace period for any of the above-described payments. Dorothy Agbafé-Mosley, M.D.'s failure to pay the amounts due, in full, on the dates described above shall constitute a default of this Agreement ("Default"). At any time prior to 5:00 pm U.S. Eastern time on February 15, 2023, Dorothy Agbafé-Mosley, M.D. may pay the remaining outstanding balance, plus interest, of said Agbafé-Mosley Settlement Amount, without any further penalty. Dorothy Agbafé-Mosley, M.D. shall make payments as set forth above until all remaining outstanding settlement monies are paid in full, transfer to be credited by the State of North Carolina toward the Agbafé-Mosley Settlement Amount (or if on a weekend or holiday, the next United States business day) (each such day, a "Payment Date") pursuant to the schedule referenced above until the remaining Agbafé-Mosley Settlement Amount is paid in full (unless the number of payments, final payment date or final payment

amount is reduced or the final payment date accelerated by the provisions of this paragraph);

ii. To provide security as to the entire Agbafé-Mosley Settlement Amount, Dorothy Agbafé-Mosley, M.D. shall sign a Confession of Judgment (Pursuant to N.C.G.S. 68.1, *et seq.*) for the amount of \$1,250,000.00 plus interest which may be docketed upon her failure to timely pay the agreed upon payment amounts reflected herein, and as set forth in the Payment Schedule, upon her failure to cure such non-payment within 10 days. Furthermore, interest payable to the Government on the outstanding balance shall accrue at an annual rate of 2.75% beginning on January 1, 2020, and on each Payment Date all interest shall be deemed immediately due and payable. If Dorothy Agbafé-Mosley, M.D. fails to make a timely payment in full, all accrued interest shall become due and payable immediately, interest shall continue to accrue at an annual rate of 8%, and the State of North Carolina may take any and all action permitted by law, including as set forth in Paragraphs 10 and 12 below.

6. Subject to the exceptions in Paragraph 7 (concerning excluded claims) below and subject to Paragraph 15 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date of this Agreement or any payment made under this Agreement), and conditioned upon Dorothy Agbafé-Mosley, M.D.'s full payment of the Agbafé-Mosley Settlement Amount, the State of North Carolina releases Dorothy Agbafé-Mosley, M.D. from any civil or administrative monetary claim the State of North Carolina has for the Covered Conduct, which may include the North Carolina False Claims Act, N.C.G.S. §1-605, *et seq.*; or the common law theories of payment by mistake, unjust enrichment, and fraud.

7. Notwithstanding the releases given in Paragraph 6 of this Agreement or any other term of this Agreement, the following claims of the State of North Carolina are specifically reserved and are not released:

- i. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- ii. Any criminal liability;
- iii. Except as explicitly stated in this Agreement, any administrative liability, including mandatory or permissive exclusion from government health care programs;
- iv. Any liability to the State of North Carolina (or its agencies) for any conduct other than the Covered Conduct; and
- v. Any liability based upon obligations created by this Agreement.

8. Dorothy Agbafé-Mosley, M.D. waives and shall not assert any defenses she may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

9. In the event that Dorothy Agbafé-Mosley, M.D. fails to pay any amount as provided in Paragraphs 5 within 10 business days of the date on which such payment is due, Dorothy Agbafé-Mosley, M.D. shall be in default of their payment obligations (Default). In the event of such Default, the North Carolina Department of Health and Human Services/Division of Health Benefits (i.e., North Carolina Medicaid) may exclude Dorothy Agbafé-Mosley, M.D., and Ave Maria Family Practice, PLLC, from participating in all State health care programs until Dorothy Agbafé-Mosley, M.D. pays the Settlement Amount and reasonable costs as set forth in

Paragraphs 5 and 6 above. The Division of Health Benefits (Medicaid) will provide written notice of any such exclusion to Dorothy Agbafé-Mosley, M.D. Dorothy Agbafé-Mosley, M.D. waives any further notice of the exclusion under 42 U.S.C. § 1320a-7(b)(7), and agrees not to contest such exclusion either administratively or in any state or federal court. Reinstatement to program participation is not automatic.

10. In addition to the remedies provided in Paragraph 5 above, if Dorothy Agbafé-Mosley, M.D. defaults on any of her obligations under this Agreement, the State of North Carolina may take whatever steps it is entitled to take pursuant to law to enforce the obligations of this Agreement, including but not limited to (1) any and all collection action, and (2) reinstate the Civil Action for the Covered Conduct. In the event the Civil Action is reinstated pursuant to subsection (2) of this paragraph, Dorothy Agbafé-Mosley, M.D. agrees not to plead, argue, or otherwise raise any defenses under the theories of statutes of limitations, laches, and estoppel, or similar theories, to the allegations in the complaint, except to the extent such defenses were available to her on the Effective Date of this Agreement. Dorothy Agbafé-Mosley, M.D. shall pay to the State of North Carolina all reasonable costs of collection and enforcement under this paragraph, including attorneys' fees and expenses.

11. Furthermore, if Dorothy Agbafé-Mosley, M.D. defaults on any terms under this Agreement, she agrees to provide full financial disclosures to the State of North Carolina. The State of North Carolina may request, and Dorothy Agbafé-Mosley, M.D. and Ave Maria Family Practice, PLLC shall provide, any and all documents relating to their respective financial condition(s), including but not limited to both individual and corporate (if filing separately) state and federal tax returns and the tax returns for any other businesses that Dorothy Agbafé-Mosley, M.D. may own, have an interest in, or participate in, including all schedules and attachments; all

bank account statements (including copies of deposits and checks), for every bank account to which Dorothy Agbafé-Mosley, M.D. and Ave Maria Family Practice, PLLC have access or an interest (including but not limited to personal accounts, joint accounts, and business accounts); an updated financial affidavit for any business that Dorothy Agbafé-Mosley, M.D. owns or may have an interest in; and an updated financial affidavit for Dorothy Agbafé-Mosley, M.D., individually.

12. Dorothy Agbafé-Mosley, M.D. and Ave Maria Family Practice, PLLC have provided financial disclosure statements to the best of their knowledge ("Financial Statements") to the State of North Carolina and the State of North Carolina has relied on the accuracy and completeness of those Financial Statements in reaching this Agreement. Dorothy Agbafé-Mosley, M.D. and Ave Maria Family Practice, PLLC warrant that the Financial Statements are complete, accurate, and current. If the State of North Carolina learns of asset(s) in which Dorothy Agbafé-Mosley, M.D. and Ave Maria Family Practice, PLLC had an interest at the time of this Agreement that were not disclosed in the Financial Statements, or if the State of North Carolina learns of any misrepresentation by Dorothy Agbafé-Mosley, M.D. and Ave Maria Family Practice, PLLC in connection with the Financial Statements, and if such nondisclosure or misrepresentation changes the estimated net worth set forth in the Financial Statements by \$1,000 or more, the State of North Carolina may at its option: (a) rescind this Agreement and reinstate the Civil Action based on the Covered Conduct, or (b) let the Agreement stand and collect the full Settlement Amount plus one hundred percent (100%) of the value of the net worth of Dorothy Agbafé-Mosley, M.D. and Ave Maria Family Practice, PLLC previously undisclosed. Dorothy Agbafé-Mosley, M.D. and Ave Maria Family Practice, PLLC agree not to contest any collection action undertaken by the State of North Carolina pursuant to this provision, and

immediately to pay the State of North Carolina all reasonable costs incurred in such an action, including attorney's fees and expenses.

13. In the event that the State of North Carolina, pursuant to Paragraph 12 (concerning disclosure of assets) above, opts to rescind this Agreement, Dorothy Agbafé-Mosley, M.D. agrees not to plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims that (a) are filed by the Government within 90 calendar days of written notification to Dorothy Agbafé-Mosley, M.D. that this Agreement has been rescinded, and (b) relate to the Covered Conduct, except to the extent these defenses were available on the Effective Date of this Agreement.

14. Dorothy Agbafé-Mosley, M.D. warrants that she has reviewed her financial situation and that she currently is solvent within the meaning of 11 U.S.C. §§ 547(b)(3) and 548(a)(1)(B)(ii)(I), and believes that she will remain solvent following payment to the State of North Carolina of the Agbafé-Mosley Settlement Amount. Further, the State of North Carolina and Dorothy Agbafé-Mosley, M.D. warrant that, in evaluating whether to execute this Agreement, they (a) have intended that the mutual promises, covenants, and obligations set forth constitute a contemporaneous exchange for new value given to Dorothy Agbafé-Mosley, M.D. within the meaning of 11 U.S.C. § 547(c)(1), and (b) conclude that these mutual promises, covenants, and obligations due, in fact, constitute such a contemporaneous exchange. Further, the State of North Carolina and Dorothy Agbafé-Mosley, M.D. warrant that the mutual promises, covenants, and obligations set forth herein are intended to and do, in fact, represent a reasonably equivalent exchange of value that is not intended to hinder, delay, or defraud any entity to which

Dorothy Agbafé-Mosley, M.D. was or became indebted to on or after the date of this transfer, within the meaning of 11 U.S.C. § 548(a)(1).

15. If within 91 days of the Effective Date of this Agreement or of any payment made under this Agreement, Dorothy Agbafé-Mosley, M.D. commences, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization or relief of debtors (a) seeking to have any order for relief of Dorothy Agbafé-Mosley, M.D.'s debts, or seeking to adjudicate Dorothy Agbafé-Mosley, M.D. as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Dorothy Agbafé-Mosley, M.D. or for all or any substantial part of Dorothy Agbafé-Mosley, M.D.'s assets, Dorothy Agbafé-Mosley, M.D. agrees as follows:

a. Dorothy Agbafé-Mosley, M.D.'s obligations under this Agreement may not be avoided pursuant to 11 U.S.C. § 547, and Dorothy Agbafé-Mosley, M.D. shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Dorothy Agbafé-Mosley, M.D.'s obligations under this Agreement may be avoided under 11 U.S.C. § 547; (ii) Dorothy Agbafé-Mosley, M.D. was insolvent at the time this Agreement was entered into, or became insolvent as a result of the payment made to the State of North Carolina; or (iii) the mutual promises, covenants, and obligations set forth in this Agreement do not constitute a contemporaneous exchange for new value given to Dorothy Agbafé-Mosley, M.D.

b. If Dorothy Agbafé-Mosley, M.D.'s obligations under this Agreement are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the State of North Carolina, at its sole option, may rescind the releases in this Agreement and bring any civil and/or

administrative claim, action, or proceeding against Dorothy Agbafé-Mosley, M.D. for the claims that would otherwise be covered by the releases provided in Paragraph 10 above. Dorothy Agbafé-Mosley, M.D. agrees that (i) any such claims, actions, or proceedings brought by the State of North Carolina are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this paragraph, and Dorothy Agbafé-Mosley, M.D. shall not argue or otherwise contend that the State of North Carolina's claims, actions, or proceedings are subject to an automatic stay; (ii) Dorothy Agbafé-Mosley, M.D. shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceeding that are brought by the State of North Carolina within 90 calendar days of written notification to Dorothy Agbafé-Mosley, M.D. that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on the Effective Date of this Agreement; and (iii) the State of North Carolina has a valid claim against Dorothy Agbafé-Mosley, M.D. in the amount of \$176,450,406.00 and the State of North Carolina may pursue its claim in the case, action, or proceeding referenced in the first clause of this paragraph, as well as in any other case, action, or proceeding.

c. Dorothy Agbafé-Mosley, M.D. acknowledges that her agreement in this paragraph is provided in exchange for valuable consideration provided in this Agreement.

16. The Settlement Amount shall not be decreased as a result of the denial of claims for payment now being withheld from payment by the North Carolina Department of Health and Human Services/Division of Health Benefits, fiscal intermediary, carrier, or any state payer, related to the Covered Conduct; and Dorothy Agbafé-Mosley, M.D. agrees not to resubmit to

any Medicaid contractor or any state payer any previously denied claims related to the Covered Conduct, agrees not to appeal any such denials of claims, and agrees to withdraw any such pending appeals.

17. Dorothy Agbafé-Mosley, M.D. agrees to the following:

i. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47; and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5; and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Dorothy Agbafé-Mosley, M.D., all present or former officers, directors, employees, shareholders, and agents in connection with:

- a. the matters covered by this Agreement;
- b. the State of North Carolina's civil investigation of the matters covered by this Agreement;
- c. Dorothy Agbafé-Mosley, M.D.'s investigation, defense, and corrective actions undertaken in response to the State of North Carolina's civil investigation in connection with the matters covered by this Agreement (including attorney's fees);
- d. the negotiation and performance of this Agreement; and
- e. the payment Dorothy Agbafé-Mosley, M.D. makes to the State of North Carolina pursuant to this Agreement are unallowable costs for government contracting purposes and under the Medicare Program, Medicaid Program, TRICARE Program, and Federal Employees Health Benefits Program ("FEHBP") (hereinafter referred to as "Unallowable Costs").

ii. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for by Dorothy Agbafé-Mosley, M.D. Dorothy Agbafé-Mosley, M.D. shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States or any State Medicaid program, or seek payment for such Unallowable Costs through any cost report, cost statement, information statement, or payment request submitted by Dorothy Agbafé-Mosley, M.D. or any of its subsidiaries or affiliates to the Medicare, Medicaid, TRICARE, or FEHBP Programs.

iii. Treatment of Unallowable Costs Previously Submitted for Payment: Dorothy Agbafé-Mosley, M.D. further agrees that within 90 days of the Effective Date of this Agreement she shall identify to applicable Medicare and TRICARE fiscal intermediaries, carriers, and/or contractors, and Medicaid and FEHBP fiscal agents, any Unallowable Costs (as defined in this paragraph) included in payments previously sought from the United States, or any State Medicaid program, including, but not limited to, payments sought in any cost reports, cost statements, information reports, or payment requests already submitted by Dorothy Agbafé-Mosley, M.D., or any of its subsidiaries or affiliates, and shall request, and agree, that such cost reports, cost statements, information reports, or payment requests, even if already settled, be adjusted to account for the effect of the inclusion of the Unallowable Costs. Dorothy Agbafé-Mosley, M.D. agrees that the State of North Carolina, at a minimum, shall be entitled to recoup from Dorothy Agbafé-Mosley, M.D. any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted cost reports, information reports, cost statements, or requests for payment. Any payments due after the adjustments have been made shall be paid either to the United States pursuant to the

direction of the Department of Justice, to the affected agencies, and/or to the North Carolina Office of the Attorney General. The State of North Carolina reserves its right to disagree with any calculations submitted by Dorothy Agbafé-Mosley, M.D., or any of her subsidiaries or affiliates on the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Dorothy Agbafé-Mosley, M.D., or any of her subsidiaries or affiliates' cost reports, cost statements, or information reports.

iv. Nothing in this Agreement shall constitute a waiver of the rights of the State of North Carolina to audit, examine, or re-examine Dorothy Agbafé-Mosley, M.D.'s books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

18. This Agreement is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity, except to the extent provided for in Paragraph 26 (waiver for beneficiaries paragraph), below.

19. Dorothy Agbafé-Mosley, M.D. agrees that she waives and shall not seek payment for any of the health care billings covered by this Agreement from any health care beneficiaries or their parents, sponsors, legally responsible individuals, or third party payors based upon the claims defined as Covered Conduct.

20. Except as provided elsewhere in this Agreement, each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

21. Each party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

22. This Agreement is governed by the laws of the State of North Carolina. The exclusive jurisdiction and venue for any dispute relating to this Agreement is Wake County Superior Court for the State of North Carolina. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

23. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

24. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

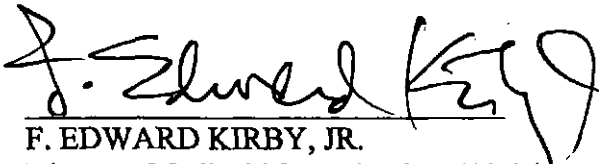
25. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

26. This Agreement is binding on Dorothy Agbafé-Mosley, M.D., and on her successors, transferees, heirs, and assigns.

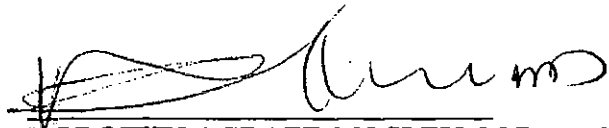
27. All parties consent to the State of North Carolina's disclosure of this Agreement, and information about this Agreement, to the public.

28. This Agreement is effective on the date of signature of the last signatory to the Agreement ("Effective Date of this Agreement"). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE STATE OF NORTH CAROLINA

DATED: 11-12-19 BY: 
F. EDWARD KIRBY, JR.
Director, Medicaid Investigations Division
Office of the Attorney General

DOROTHY AGBAFE-MOSLEY, M.D., AND AVE MARIA FAMILY PRACTICE, PLLC

DATED: 11/11/2019 BY: 
DOROTHY AGBAFE-MOSLEY, M.D., and
AVE MARIA FAMILY PRACTICE, PLLC,
Both as an individual and as an owner