

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 9th day of December, 2016 ("Effective Date") by and between Metro Pharmacy LLC (Medicaid ID [REDACTED]) its owners, officers, directors, successors, and assigns ("Metro") represented by Pamela Mandel, Esq. of Mandel & Mandel and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). Metro and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD conducted a pharmacy inventory analysis ("Inventory Analysis") in 2013 and found that during the period of review between January 1, 2010 and September 30, 2013, Metro submitted a total of 8,808 claims for pharmaceutical products provided to Medicaid recipients that could not be supported by wholesaler invoices for an overpayment amount of \$1,052,593.72 (this scope and period is hereafter referred to as the "Covered Conduct");

WHEREAS, Metro supplied documentation to support some of the discrepant claims thereby reducing the overpayment amount;

WHEREAS, the parties have agreed that Metro should be given credit in the amount of \$100,430.82 which reduced the overpayment to \$952,162.90;

WHEREAS, the parties desire to amicably resolve all disputes between them giving rise to the alleged overpayment and have reached a mutually acceptable resolution of the outstanding issues;

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) Metro agrees to pay to MFD nine hundred, fifty-two thousand, and one hundred and sixty-two dollars and ninety cents (\$952,162.90) upon execution of this Settlement Agreement. This will be paid as follows: MFD will retain \$444,105.34 for billed claims under Medicaid provider ID#: 0183784 (\$43,754.53 (Medicaid Fee-For-Service) + \$337,585.34 (Horizon) + \$62,765.57 (Amerigroup)). Metro releases and relinquishes any claim it has to these funds. The balance of \$508,057.56 will be paid by Metro in one payment that will be made on or before December 30, 2016.

(2) Payment shall be by certified check, bank check, or attorney trusts check made payable to “Treasurer, State of New Jersey,” and shall be mailed or delivered as follows:

Treasurer, State of New Jersey
Division of Revenue
200 Woolverton Avenue, Building 20
Lockbox 656
Trenton, New Jersey 08646
Attention: Processing Bureau

Metro will include “Metro, [REDACTED]” in the memo line so that the payment is properly credited.

(3) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues in connection with the claims at issue in this matter for the time period of January 1, 2009 through September 30, 2013 that are attributable to Metro, and is intended by each party to release the other party and its representatives from liability arising out of the claims at issue in this matter, 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).

(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 or beginning a future civil or criminal investigation or other action for alleged conduct concerning Metro 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.

(5) Subject 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, Metro 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, of

any and all claims for reimbursement by Medicaid or the Medicaid Managed Care Program for the Covered Conduct.

(6) Nothing herein shall constitute an admission, concession or finding of wrongdoing 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.

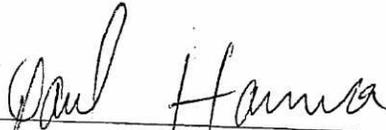
(10) This Settlement Agreement sets forth the entire agreement between and among the parties hereto with respect to the claims described herein and supersedes any other written or oral understandings. This Settlement Agreement does not reflect any other terms or conditions or agreements between or among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

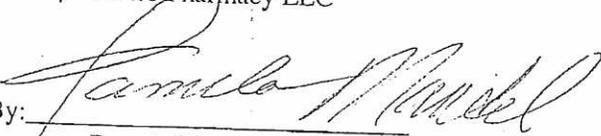
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

SIGNATURES ON THE FOLLOWING PAGE:

DATE: 12/07/16

By: 
Paul Hanna, President
Metro Pharmacy LLC

DATE: 12/7/16

By: 
Pamela Mandel, Esq.
Attorney for Metro Pharmacy LLC

DATE: 12/7/16

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

DATE: 12/9/16

By: 
Josh Lichthblau
Director
Office of the State Comptroller
Medicaid Fraud Division