

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 29th day of January, 2019 (“Effective Date”) by and between John Psomas, former owner of Hospital Pharmacy (“Psomas”) and the State of New Jersey, Office of the State Comptroller, Medicaid Fraud Division (“MFD”). Psomas and MFD are hereinafter collectively referred to as the "Parties" and each individually as a “Party.”

WHEREAS, MFD conducted a pharmacy inventory analysis and alleged that during the period of review between July 19, 2012, and June 22, 2015, Hospital Pharmacy 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 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, Psomas received an overpayment totaling \$11,237.25 from the Medicaid program; and

WHEREAS, the parties desire to amicably resolve all disputes regarding the Covered Conduct and have reached a mutually acceptable resolution of the controversies that exist between them;

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) Psomas agrees to pay to MFD the total amount of \$11,237.25 by or before February 1, 2019.

(2) Payment 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

“Hospital Pharmacy/Psomas- [REDACTED]” must be included in the memo line so that payment is properly credited.

(3) If the payment arrangement as provided for in this Settlement Agreement is more than ten (10) days late, Psomas will be in default of this Settlement Agreement and the outstanding and unpaid balance will immediately become due and collected through any means available to MFD as provided by law.

(4) Psomas 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 by Psomas. To that end, Psomas agrees that he will only submit claims for services provided for which he 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.

(5) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of the Covered Conduct and is intended by each party to release the other party and its representatives from liability arising out of the Covered Conduct 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, administrative or criminal investigation or other action for alleged conduct concerning Psomas 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.

(7) Subject to the express terms of this Settlement Agreement as provided for in paragraphs 1-6 above, by the signatures set forth below, the authorization of which is hereby affirmed, Psomas 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 representatives from liability, obligations and damages arising out of the Covered Conduct.

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

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

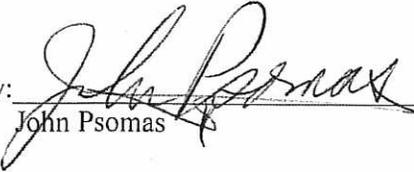
(10) This Settlement Agreement may be executed in Counterparts.

(11) 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:

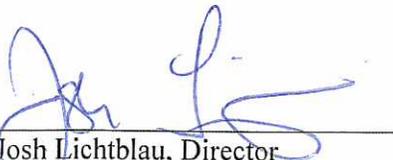
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 1/26/2019

By: 
John Psomas

PHILIP JAMES DEGNAN
STATE COMPTROLLER

DATE: 1/29/19

By: 
Josh Lichtblau, Director
Medicaid Fraud Division

DATE: 1/29/19

By: 
Don Catinello, Supervising Regulatory Officer
Medicaid Fraud Division

DATE: 1/29/19

By: 
Jillian Holmes, Regulatory Officer
Medicaid Fraud Division