

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE "Settlement Agreement" is entered into this 20th day of August, 2020 ("Effective Date") by and between S & H Speech Therapy, Inc., Hadassah Deckelbaum and Shrage Deckelbaum (hereinafter collectively referred to as "S&H"), represented by Jack Wenik, Esq. of Epstein Becker & Green, P.C., and the State of New Jersey, Office of the State Comptroller, Medicaid Fraud Division ("MFD"). S & H and MFD are hereinafter collectively referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD conducted an audit and found that during the period of review between January 1, 2014 and December 31, 2018, S&H 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 claims for Current Procedural Terminology ("CPT") codes 97532 and/or 97533 billed in conjunction with CPT code 92507, that could not be supported by documentation, in violation of N.J.S.A. 30:4D-12 and N.J.A.C. 10:49-9.8 (this scope and period is hereafter referred to as the "Covered Conduct"); and

WHEREAS, MFD determined that S & H received an overpayment from the Medicaid program, based on the Covered Conduct; and

WHEREAS, MFD issued a Notice of Claim, Notice of Withholding and Certificate of Debt in this matter; and

WHEREAS, S & H disputes the Notice of Claim, Notice of Withholding and Certificate of Debt issued by MFD;

WHEREAS, S & H supplied MFD with facts, information and additional documentation that it maintained eliminated and/or reduced the overpayment amount; and

WHEREAS, S & H was no longer billing Medicaid, and therefore no funds were withheld pursuant to the withhold;

WHEREAS, MFD took into consideration the additional facts and information that S & H supplied; 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 settle their dispute on the following terms:

(1) S & H agrees to pay the Medicaid program the total amount of Fifty-Six Thousand Five Hundred Thirty Dollars (\$56,530.00) (the "Total Payment Amount") in six monthly installments, starting on or before September 1, 2020, as follows:

- | | | |
|----|-------------------|-----------------|
| a. | September 1, 2020 | \$9,430.00; |
| b. | October 1, 2020 | \$9,420.00; |
| c. | November 1, 2020 | \$9,420.00; |
| d. | December 1, 2020 | \$9,420.00; |
| e. | January 1, 2021 | \$9,420.00; and |
| f. | February 1, 2021 | \$9,420.00. |

(2) Payment shall be made 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

“S & H – [REDACTED]” must be included in the memo line to ensure payment is properly credited.

(3) Within five (5) days of execution of this Settlement Agreement, MFD shall notify DMAHS and each MCO to immediately take the necessary steps to terminate the withholding of funds. The parties understand that no funds have been withheld in this matter.

(4) Within seven (7) business days of receipt of the Total Payment Amount from S & H, 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 S & H is fully satisfied and should be removed from the Court’s docketed list of judgments. Due to the current COVID 19 challenges, including court closings, the steps outlined in this paragraph may take more time than usual to complete.

(5) If any payment as provided for in this Settlement Agreement is more than ten (10) business days late (an “Event of Default”), S & H will be in default of this Settlement Agreement and the remaining unpaid balance of the Settlement Agreement, plus six percent interest, accruing from the date of Event of Default will immediately become due (the “Default Amount”) and collected through any means available to MFD, as provided by law.

(7) S & H 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 S & H. To that end, S & H agrees that it will only submit claims for goods/services provided 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 and thereby not repeated.

(8) 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).

(9) 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 S & H or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation relating to any matter outside the Covered Conduct, and to take any action civilly or criminally for such conduct.

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

(11) Subject to the express terms of this Settlement Agreement, by the signatures set forth below, the authorization of which is hereby affirmed, S & H and MFD agree to the following Release: in consideration of the terms of this Settlement Agreement, 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.

(12) Nothing herein shall constitute an admission, concession or finding of wrongdoing or liability by any Party.

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

(14) This Settlement Agreement may be executed in counterparts.

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

(16) 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 have executed the foregoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

S & H SPEECH THERAPY INC.

DATE: 8/17/20

By: [Signature]
Authorized Signatory for S & H Speech
Therapy, Inc.

DATE: 8/17/20

By: [Signature]
Hadassah Deckelbaum

DATE: 8/17/20

By: [Signature]
Shrage Deckelbaum

DATE: 8/19/20

By: [Signature]
Jack Wenik, Esq.
Counsel to S & H Speech Therapy, Inc.

KEVIN D. WALSH
ACTING STATE COMPTROLLER

DATE: 8/20/20

By: Josh Lichtblau
Josh Lichtblau, Director
Medicaid Fraud Division

DATE: 8/20/20

By: Don Catinello
Don Catinello
Supervising Regulatory Officer
Medicaid Fraud Division

DATE: 8/20/20

By: Jillian Holmes
Jillian Holmes, Regulatory Officer
Medicaid Fraud Division