SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE ("Settlement Agreement") is entered into this 28 day of June, 2017, ("Effective Date") by and between Kevin P. Ward, D.D.S. (Medicaid Provider No. 0695009), the sole owner of CHILDREN'S DENTAL CENTER ("CDC")(Medicaid Provider No. 3127109), CHILDREN'S DENTAL CENTER and Tzipora Ozery, represented by John M. Bashwiner, Esq., and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPROLLER, MEDICAID FRAUD DIVISION ("MFD"). Dr. Ward, Ms. Ozery Children's Dental Center and MFD may hereinafter collectively be referred to as the "Parties" and each individually as a "Party."

WHEREAS, MFD investigated Dr. Ward and Children's Dental Center and found the following covered conduct ("Covered Conduct") transpired:

a) Starting in at least 2009, and on multiple dates until August 2011, Dr. Ward and Children's Dental Center submitted claims for dental services by dentist(s) to the New Jersey Medical Assistance and Health Services ("Medicaid") program, NJ FamilyCare, Work First New Jersey/General Assistance programs, Pharmaceutical Assistance for the Aged and Disabled ("PAAD"), and/or the Senior Gold Prescription Discount programs, that were dishonest, deceptive and/or misrepresentative in that they listed incorrect servicing providers, thereby allowing Children's Dental Center to receive the benefit of payments totaling at least $102,434.95 in excess of the amount payable, in violation of N.J.S.A. 30:4D-17(b)(1), N.J.A.C. 10:49-3.4, N.J.A.C. 10:49-5.5(a)(17), N.J.A.C. 10:49-11.1(d)(2), -(11), -(16), -(20), -(23), N.J.A.C. 10:56-1.9, N.J.A.C. 13:30-8.17, N.J.A.C. 13:30-8.10 and N.J.A.C. 13:30-8.13; and

b) On multiple occasions between 2007 and 2014, Dr. Ward permitted, either directly or by way of a failure to adequately supervise, Ms. Ozery, an unlicensed person, to engage in the practice of dental radiologic technology on patients, contrary to N.J.S.A. 26:2D-27(a) and N.J.A.C. 7:28-19.3(a)(1), N.J.S.A. 45:6-14 and N.J.S.A. 45:6-61, and constituted a violation of N.J.A.C. 10:49-5.5(a)(17), N.J.A.C. 10:49-11.1(d)(15) and N.J.A.C. 10:49-11.1(d)(23); and

f) On multiple occasions between 2005 and 2014, Dr. Ward permitted, either directly or by way of a failure to adequately supervise, licensees, registrants and/or employees to provide dental services in a manner that did not comply with the Centers for Disease Control and Prevention Recommended Infection Control Practices for Dentistry, in that dental instruments were not sterilized properly and single-use disposable items such as saliva ejectors or high-volume evacuator tips were reused, contrary to N.J.A.C. 13:30-8.5(a)(2) and a violation of N.J.A.C. 10:49-5.5(a)(17), N.J.A.C. 10:49-11.1(d)(15) and N.J.A.C. 10:49-11.1(d)(23);

WHEREAS, that State determined that, based on the Covered Conduct set forth in paragraphs a) through f) above, Dr. Ward and Children's Dental Center have received overpayments from Medicaid;

WHEREAS, Dr. Ward, Children's Dental Center and Tzipora Ozery deny any civil wrongdoing in connection with the Covered Conduct;

WHEREAS, the matter was transmitted to the Office of Administrative Law on or about June 2, 2016; and

WHEREAS the Parties desire to amicably resolve all disputes between them giving rise to 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 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) Dr. Ward and CDC agree to pay MFD the sum of Ninety Thousand Dollars ($90,000) by way of an immediate payment of Eighteen Thousand Dollars ($18,000) followed by

six (6) consecutive bi-monthly payments of Twelve Thousand Dollars ($12,000) on or before the first of each month starting August 1, 2017 through June 1, 2018, on or before the following dates:

i. August 1, 2017;

ii. October 1, 2017;

iii. December 1, 2017;

iv. February 1, 2018;

v. April 1, 2018; and

vi. June 1, 2018.

(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 to:

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

"Dr. Kevin Ward/Children's Dental Center" and "MFD-2012-00212" must be included in the memo line of the check so that payment is properly credited.

(3) If the payment provided for in this Settlement Agreement is more than ten (10) days late, Dr. Ward and Children's Dental Center 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) Commencing on September 15, 2017, Children's Dental Center, Dr. Ward and Ms. Ozery agree to debarment from participating in any capacity in the Medicaid program, NJ FamilyCare program, WorkFirst New Jersey/General Assistance program, Pharmaceutical Assistance of the Aged and Disabled program, Senior Gold Prescription Discount program, the

provider networks of any Managed Care Organization that contracts with the State of New Jersey and any other health insurance program administered in whole or in part by the State of New Jersey for NJ Medicaid recipients (collectively, the "Programs") for a period of three and one-half (3.5) years. Debarment precludes Dr. Ward, Children's Dental Center and Ms. Ozery from providing services and/or submitting any claims for payment, either personally or through claims submitted by any clinic, group, corporation or other association to the Program or its fiscal agents. No clinic, group, corporation or other association which is a provider of services shall submit claims for payment to the program or its fiscal agent for any services or supplies provided by any individual disqualified from the program, except for services or supplies provided prior to debarment. Dr. Ward, Children's Dental Center and Ms. Ozery shall not be involved in any activity relating to the programs and shall not sign or certify Medicaid claims and supporting documents on behalf of Children's Dental Center or any other NJ Medicaid provider as of September 15, 2017. Dr. Ward, Children's Dental Center and Ms. Ozery agree to waive all rights to appeal debarment or to petition for reinstatement into any of the Programs prior to March 15, 2021. If Dr. Ward, Children's Dental Center or Ms. Ozery violate this provision in any manner, MFD may take any action it deems necessary in accordance with the law.

(5) The Parties agree that this Settlement Agreement is intended to be the 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.

(6) Nothing in this Settlement Agreement waives the rights of any other State or Federal agency from continuing with a pending, if any, or beginning a future civil, administrative or criminal investigation or other action for alleged conduct concerning Dr. Ward, Ms. Ozery, or Children's Dental Center 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 conduct outside the Covered Conduct for any claims or conduct not specifically covered by this Settlement Agreement, and to take any action it deems appropriate to address such conduct.

(7) Subject to adherence to the express terms of this Settlement Agreement as provided for in paragraphs 1-6 above, by signature set forth below, the authorization of which is hereby affirmed, Dr. Ward, Children's Dental Center, Ms. Ozery 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 any liability, obligations or damages arising out of the Covered Conduct.

(8) Nothing herein shall constitute an admission, concession, or finding of liability 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 is effective upon the date it is executed by the Parties hereto.

(12) This Settlement Agreement sets forth the entire agreement between and among the Parties herein 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 forgoing Settlement Agreement:

FORM AND CONTENT ACCEPTED AND AGREED TO BY:

DATE: 6-30-17 By: _____
Dr. Kevin P. Ward, Individually and on behalf of Children's Dental Center

DATE: 6-30-17 By: _____
Tzipora Ozery

DATE: 7/7/17 By: _____
John Bashwiner, Esq.
Attorney for Dr. Ward and Ms. Ozery

PHILLIP JAMES DEGNAN
STATE COMPROLLER

DATE: 7/11/17 By: _____
Josh Lichtblau, Director
Medicaid Fraud Division

DATE: 7/11/17 By: _____
Siobhan B. Krier, Regulatory Officer
Medicaid Fraud Division

DATE: 7/11/17 By: _____
Nina Galletto, Regulatory Officer
Medicaid Fraud Division