

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (“Settlement Agreement”) is entered into this 11<sup>th</sup> day of April, 2017 (“Effective Date”) by and between Goodale Pharmacy (Medicaid ID [REDACTED]) its owners, officers, directors, employees, successors, and assigns (“Goodale”), and the STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION (“MFD”). Goodale 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”) and alleged that during the period of review between October 1, 2011 and October 1, 2016, Goodale submitted a total of 59 claims for pharmaceutical products provided to Medicaid patients that could not be supported by wholesaler invoices for an overpayment amount of \$20,274.26 (the claims analyzed as part of the Inventory Analysis and the time period involved are hereafter referred to as the “covered conduct”);

WHEREAS, the parties have agreed that Goodale should be given credit in the amount of \$297.09, which reduced the overpayment to \$19,977.17;

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) Goodale agrees to pay to MFD the sum of nineteen thousand, nine hundred seventy-seven dollars and seventeen cents (\$19,977.17) in the following manner:

- a. The first payment of \$3,329.52 will be due on or before June 15, 2017.
- b. Thereafter, payments will be made monthly in the amount of \$3,329.53 a month for 5 months. The first of the 5 payments will be due on July 15,

2017. Payments will continue to be due on or before the 15<sup>th</sup> of every month for the next 5 successive months.

(2) Payments shall be by certified check, bank check, or attorney trust check made payable to “Treasurer, State of New Jersey”, with “Goodale/MFD [REDACTED]” in the memo line so the payment is properly credited 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

(3) The parties agree that this Settlement Agreement is intended to be a final resolution of all issues in connection with 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).

(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 Goodale 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 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, Goodale 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 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 covered conduct 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:

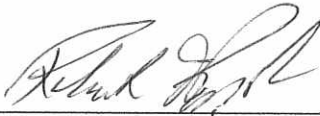
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

SIGNATURES ON THE FOLLOWING PAGE

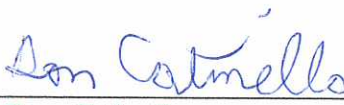
FORM AND CONTENT ACCEPTED AND AGREED TO BY:

SIGNATURES ON THE FOLLOWING PAGE

DATE: 4/28/17

By:   
Robert Pergola, Owner  
Goodale Pharmacy

DATE: 5/8/17

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

DATE: 5/8/17

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