

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (Settlement Agreement") is entered into on this 3rd day of November, 2016 ("Effective Date") by and between Eugene Buchinger, Aaron Kreiswirth and Dov Dembitzer, Helping Hands Behavioral Health, its owners, officers, directors, successors, and assigns, located at 318 S. Pitney Road, Galloway, New Jersey 08205 and 25 Pop Kramer Boulevard, Clayton, New Jersey 08312, respectively (hereinafter collectively referred to as "Helping Hands") and STATE OF NEW JERSEY, OFFICE OF THE STATE COMPTROLLER, MEDICAID FRAUD DIVISION ("MFD"). Helping Hands and MFD may hereinafter collectively be referred to as the "Parties" and each individually as a "Party."

WHEREAS MFD investigated Helping Hands and determined that between January 1, 2010 and October 31, 2016, Helping Hands received payments in excess of the amount payable under the New Jersey Medical Assistance and Health Services (NJ Medicaid) program as a result of submitting claims for services that were either not rendered or for which there was insufficient documentation to support each claim billed for (hereafter collectively referred to as the "Covered Conduct");

WHEREAS, MFD determined that, based on the Covered Conduct, Helping Hands received overpayments from the Division of Medical Assistance and Health Services and/or its fiscal agents and/or Managed Care Organizations;

WHEREAS, Helping Hands disputes MFD's determination and denies any civil wrongdoing in connection with the Covered Conduct;

WHEREAS, the parties desire to amicably resolve all disputes between them giving rise to the Covered Conduct and resulting overpayments 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. Helping Hands agrees to pay MFD the sum of Two Hundred Fifty Thousand Dollars (\$250,000) in twelve (12) monthly installments due by the first of each month, until the amount is paid in full, with the final installment payment due no later than October 15, 2017, as follows:

November 15, 2016:	\$20,833.33
December 15, 2016:	\$20,833.33
January 15, 2017:	\$20,833.33
February 15, 2017:	\$20,833.33
March 15, 2017:	\$20,833.33
April 15, 2017:	\$20,833.33
May 15, 2017:	\$20,833.33
June 15, 2017:	\$20,833.33
July 15, 2017:	\$20,833.33
August 15, 2017:	\$20,833.33
September 15, 2017:	\$20,833.33
October 15, 2017	\$20,833.37

2. Each payment referenced above shall be by certified check, bank check, or attorney trust check made payable to "Treasurer, State of New Jersey" and mailed to: Attn: Processing Bureau, Division of Revenue, 200 Woolverton Street, Bldg. 20, Lockbox 656, Trenton, New Jersey 08646. **Helping Hands Behavioral Health** and case numbers, [REDACTED] and [REDACTED] must be included in the memo line to ensure that payment is properly credited.

3. If any payment provided for in this Settlement Agreement is more than ten (10) days late, Helping Hands 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. MFD will take steps to ensure that all current Medicaid payments withheld from Helping Hands pursuant to N.J.S.A. 30:4D-17(i) will be returned to Helping Hands as soon as practicable. Within three (3) business days of the Effective Date, MFD shall send a request to the Managed Care Organizations instructing them to cease withholding Medicaid claims payable to Helping Hands and release Helping Hands' Medicaid billings.

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 by federal or state law or mandated by order or judgment of a court or administrative agency.

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, if any, or beginning a future civil, administrative or criminal investigation or other action for alleged conduct concerning Helping Hands or from taking any action for such conduct. Nothing in this Settlement Agreement waives the rights of MFD to conduct an audit or investigation into conduct outside of 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. Nothing in this Settlement Agreement waives any defense that Helping Hands may raise with regard to claims of any nature that may be raised by MFD or any other state or federal agency.

7. Subject to the express terms of this Settlement Agreement as provided for in the above paragraphs, by the signatures set forth below, the authorization of which is hereby affirmed, Helping Hands and MFD agree to the following release: In consideration of the provisions hereof

including this release, each Party agrees to release the other Party and its representatives from liability, obligations and damages arising out 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 last date it is executed by the Parties thereto.

12. 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: _____, 2016

By: _____
Eugene Buchinger, Owner, Helping Hands


Date: _____, 2016

By: _____
Aaron Kreiswirth, Owner, Helping Hands

Date: _____, 2016

By: _____
Dov Dembitzer, Owner, Helping Hands

Date: 11-3- _____, 2016

By:  _____
Riza I. Dagli, Esq.
Attorney for Helping Hands

Date: _____, 2016

By: _____
Josh Lichtblau, Director
Office of the State Comptroller, MFD

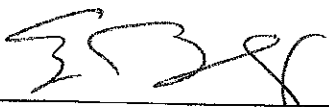
Date: _____, 2016

By: _____
Siobhan B. Krier, Regulatory Officer
Office of the State Comptroller, MFD

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: 11/3/2016, 2016

By: 
Eugene Buchinger, Owner, Helping Hands

Date: _____, 2016

By: _____
Aaron Kreiswirth, Owner, Helping Hands

Date: _____, 2016

By: _____
Dov Dembitzer, Owner, Helping Hands

Date: _____, 2016

By: _____
Riza I. Dagli, Esq.
Attorney for Helping Hands

Date: _____, 2016

By: _____
Josh Lichtblau, Director
Office of the State Comptroller, MFD

Date: _____, 2016

By: _____
Slobhan B. Krier, Regulatory Officer
Office of the State Comptroller, MFD

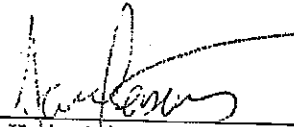
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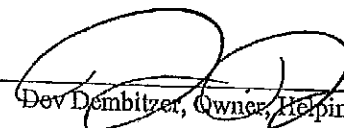
Date: _____, 2016

By: _____
Eugene Buchinger, Owner, Helping Hands

Date: 11/3, 2016

By: 
Aaron Kreiswirth, Owner, Helping Hands

Date: 11/3, 2016

By: 
Dev Dembitzer, Owner, Helping Hands

Date: _____, 2016

By: _____
Riza I. Dagli, Esq.
Attorney for Helping Hands

Date: _____, 2016

By: _____
Josh Lichtblau, Director
Office of the State Comptroller, MFD

Date: _____, 2016

By: _____
Siobhan B. Krier, Regulatory Officer
Office of the State Comptroller, MFD

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Date: _____, 2016

By: _____
Eugene Buchinger, Owner, Helping Hands

Date: _____, 2016

By: _____
Aaron Kreiswirth, Owner, Helping Hands


Date: _____, 2016

By: _____
Dov Dembitzer, Owner, Helping Hands


Date: _____, 2016

By: _____
Riza I. Dagli, Esq.
Attorney for Helping Hands

Date: 11/7, 2016

By: 
Josh Lichtblau, Director
Office of the State Comptroller, MFD

Date: 11/7, 2016

By: 
Siobhan B. Krier, Regulatory Officer
Office of the State Comptroller, MFD