

11/18/93

NO FEE REQUIRED

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(14pp.)

SUPERIOR COURT  
MIDDLESEX COUNTY  
RECEIVED & FILED  
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**MIDDLESEX COUNTY LEGAL SERVICES CORPORATION**  
78 New Street  
New Brunswick, NJ 08901  
(908) 249-7600  
Russell Gale, Esq.  
Attorney for Defendant,

-----  
**AMERICAN TRADING CO.,**  
**assignee Or SOUTH AMBOY**  
**MEMORIAL HOSPITAL, a**  
**non-profit corp.**

Plaintiff

vs.

*P. L.* AND  
**and jointly**, ind.

Defendant

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX COUNTY

DOCKET NO.: L-9511-93

Civil Action

ANSWER

-----  
Defendant, , residing at  
Parlin, New Jersey, by way of Answer to Plaintiff's complaint,  
says;

ANSWER

1. In response to paragraph (1) of the **first** count of Plaintiff's Complaint, Defendant denies that she owes the sum of **\$7,744.21** to the Plaintiff. She admits that payment has been demanded and has not been made.

2. In response to the first paragraph of the second count of Plaintiff's Complaint, Defendant denies that she promised to pay

the Plaintiff the sum of \$7,744.21 for services rendered. She admits that payment has been demanded and has not been made.

3. In response to paragraph (1) of the third count of Plaintiff's Complaint, Defendant denies that she promised to pay **the** Plaintiff the sum of \$7,744.21 for services rendered. She admits that payment has been demanded and has not been made.

4. In response to paragraph (1) of the fourth count of Plaintiff's Complaint, Defendant denies that she promised to pay **the** Plaintiff the sum of \$7,744.21 upon demand. She admits that payment has been demanded and has not been made.

#### **FIRST SEPARATE DEFENSE**

5. Defendant was a recipient of Medicaid at the time that Plaintiff rendered services to her.

6. Plaintiff breached its implied agreement with Defendant to file an appropriate Medicaid claim for its services.

#### **SECOND SEPARATE DEFENSE**

7. When Plaintiff submitted a claim under the Medicaid program, it certified in writing pursuant to N.J.S.A. 30:40-6(c) **that no** charge would be made to the recipient of the goods or **services.**

8. As a provider of services under the Medicaid program, Plaintiff contracted and agreed with the Administrators of the program that for services within the coverage of the program, the reimbursement **it received** from the program would constitute payment in full and that the procedures for reimbursement under the said

program would be the exclusive procedures for seeking reimbursement.

9. By virtue of the foregoing, Plaintiff is estopped from obtaining any recovery against Defendant in this action.

THIRD SEPARATE DEFENSE

10. **Defendant repeats** her first and second separate defenses as if more fully set forth herein.

11. Plaintiff's claim is contrary to public policy and unconscionable.

**WHEREFORE**, Defendant demands Judgment dismissing the Complaint with prejudice.

MIDDLESEX COUNTY LEGAL SERVICES CORPORATION

DATED:

11/8/93

Russell Gale  
RUSSELL GALE, ESQ.  
Attorney for Defendant

CERTIFICATION OF SERVICE

I **hereby certify that** a copy of the within Answer was served upon the attorney for Plaintiff, Michael J. Nizolek, Esq., within **the time** required by R.4:6.

DATED:

11/8/93

Russell Gale  
RUSSELL GALE, ESQ.