

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FILED
08 MAY 28 PM 4:05
AGENCY CLERK
DIVISION OF ADMINISTRATIVE HEARINGS

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

vs.

DOAH CASE NO. 06-3494MPI
MPI C.I. No: 06-4361-000

HAROLD L. MURRAY, M.D.,

Respondent.

_____ /

AMENDED FINAL ORDER

A Recommended Order was issued by Judge Van Laningham on July 10, 2007 recommending that the Respondent pay the Agency the amount of \$94,675.83 plus a \$1,000.00 fine for a total of \$95,675.83.

A Final Order was issued by AHCA on October 4, 2007 ordering the Respondent to Pay the Agency \$94,675.83 plus a \$1,000.00 fine for a total of \$95,675.83.

The Respondent contacted AHCA's Finance & Accounting division to set up a payment plan. The Payment Plan Agreement is incorporated by reference and the parties are directed to comply with the Agreement.

Based on the foregoing, this file is **CLOSED**.

DONE and ORDERED on this the 7 day of May, 2008, in Tallahassee, Florida.

JVR Jurinda Keen
HOLLY BENSON, SECRETARY
Agency for Health Care Administration

A PARTY WHO IS ADVERSELY AFFECTED BY THIS FINAL ORDER IS ENTITLED TO A JUDICIAL REVIEW WHICH SHALL BE INSTITUTED BY FILING ONE COPY OF A NOTICE OF APPEAL WITH THE AGENCY CLERK OF AHCA, AND A SECOND COPY ALONG WITH FILING FEE AS PRESCRIBED BY LAW, WITH THE DISTRICT COURT OF APPEAL IN THE APPELLATE DISTRICT WHERE THE AGENCY MAINTAINS ITS HEADQUARTERS OR WHERE A PARTY RESIDES. REVIEW PROCEEDINGS SHALL BE CONDUCTED IN ACCORDANCE WITH THE FLORIDA APPELLATE RULES. THE NOTICE OF APPEAL MUST BE FILED WITHIN 30 DAYS OF RENDITION OF THE ORDER TO BE REVIEWED.

Copies furnished to:

L. William Porter II, Esquire
Agency for Health Care
Administration
(Laserfiche)

Jose M. Herrera, Esquire
1401 Ponce de Leon Boulevard, Suite 200
Coral Gables, Florida 33134
(U.S. Mail)

John Van Laningham
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

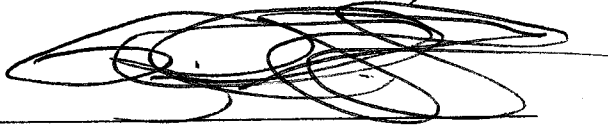
Ken Yon, Chief, Medicaid Program Integrity

Vicki Remick, Medicaid Program Integrity

Finance and Accounting

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished to the above named addressees by U.S. Mail on this the 8th day of May, 2008.



Richard Shoop, Esquire
Agency Clerk
State of Florida
Agency for Health Care Administration
2727 Mahan Drive, Building #3
Tallahassee, Florida 32308-5403
(850) 922-5873

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

HAROLD MURRAY, MD

Respondent,

PROVIDER NO. 0515809-00

AND

CASE NO. 06-4361-000

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

_____ /

PAYMENT PLAN AGREEMENT

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION ("AHCA" or "the Agency"), and HAROLD MURRAY ("PROVIDER"), by and through the undersigned, hereby stipulate and agree as follows:

1. This Agreement is entered into for the purpose of memorializing the resolution of the matters set forth in this Agreement.
2. PROVIDER is a Medicaid provider for the State of Florida.
3. This will confirm the payment agreement for the Final Order and regarding the refunding of Medicaid overpayments totaling \$95,040.18 for Medicaid Provider 051580900 and audit C. I. # 06-4361-000.
4. The Agency and you are agreeing to all the following:
 - (A) AHCA agrees to accept the payment arrangements set forth in the payment plan agreement for the overpayment issues arising from the MPI Case No. 06-4361-000.

1/30/08
pd

- (B) The payment agreement is for one lump sum payment of \$45,000.00 and three (3) monthly payments of \$16,958.83 beginning 02/15/2008 until balance is resolved; Payment must be received on or by the 28th of each month.
- (C) Claims not covered by Medicaid which are the subject of the aforementioned audit, may not be re-billed to the Medicaid Program in any manner;
- (D) Interest at 10% per annum will be charged beginning March 15, 2008;
- (E) Failure to meet this obligation will result in the Agency recouping 100% of your Medicaid payments and/or other collection activities allowed by law in addition to potential sanctions as provided under (F. S. 409.913).

By signing this agreement:

- (A) You confirm that you are duly authorized to enter into this repayment plan on behalf of the entity you are signing for below;
- (B) You expressly waive your right to a hearing pursuant to Sections 120.569 or 120.57, Florida Statutes, the making of findings fact and conclusions of law by the Agency, and all further and other proceedings to which you and any and all issues raised herein;
- (C) You agree that if you cease to be a Medicaid provider before the full amount is paid, that the Agency may enter a final order of default, and that the remaining amount will become immediately due and payable.

- (D) You agree that you owe at least \$95,040.18.
- (E) You will immediately notify the Agency of any non-renewal, suspension or termination of your Medicaid or Medicare provider agreements.
- (F) AHCA has the right if you fail to make payments, to lien Medicaid billings, or if Medicaid billings do not meet the payment amounts established in paragraph 4 (B) above, to lien Medicare to recoup any monies owed.
- (G) You will immediately notify the Agency if you file bankruptcy.

5. Payment shall be made to:

AGENCY FOR HEALTHCARE ADMINISTRATION ←
 Medicaid Accounts Receivable MS #14
 Post Office Box 13749
 Tallahassee, Florida 32317-3749

6. PROVIDER agrees that failure to pay any monies due and owing under the terms of this Agreement shall constitute PROVIDER'S authorization for the Agency, without further notice, to withhold the total remaining amount due plus interest under the terms of this agreement from any monies due and owing to PROVIDER for any Medicaid and Medicare claims. If you cannot make payments, or stop billing Medicaid or Medicare you are required to contact the Agency to establish a new payment schedule.

7. AHCA reserves the right to enforce this Agreement under the laws of the State of Florida, the Rules of the Medicaid Program, and all other applicable rules and regulations.

8. This settlement does not constitute an admission of wrongdoing or error by either party with respect to this case or any other matter.

9. The signatories to this Agreement, acting in a representative capacity, represent that they are duly authorized to enter into this Agreement on behalf of the respective parties.

10. This Agreement shall be construed in accordance with the provisions of the laws of Florida. Venue for any action arising from this Agreement shall be in Leon County, Florida.

11. This Agreement constitutes the entire agreement between PROVIDER and the AHCA, including anyone acting for, associated with or employed by them, concerning all matters and supersedes any prior discussions, agreements or understandings; there are no promises, representations or agreements between PROVIDER and the AHCA other than as set forth herein. No modification or waiver of any provision shall be valid unless a written amendment to the Agreement is completed and properly executed by the parties. This agreement does not affect the previous final order entered for this audit.

12. This is an Agreement of settlement and compromise, made in recognition that the parties may have different or incorrect understandings, information and contentions, as to facts and law, and with each party compromising and settling any potential correctness or incorrectness of its understandings, information and contentions as to facts and law, so that no misunderstanding or misinformation shall be a ground for rescission hereof.

13. PROVIDER expressly waives in this matter its right to any hearing pursuant to sections 120.569 or 120.57, Florida Statutes, the making of findings of fact and conclusions of law by the Agency, and all further and other proceedings to which it may be entitled by law or rules of the Agency regarding this proceeding and any and all issues raised herein. PROVIDER further agrees that it shall not challenge or contest any Final Order entered in this matter which is consistent with the terms of this settlement agreement in any forum now or in the future available to it, including the right to any administrative proceeding, circuit or federal court action or any appeal.

14. This Agreement is and shall be deemed jointly drafted and written by all parties to it and shall not be construed or interpreted against the party originating or preparing it.

15. To the extent that any provision of this Agreement is prohibited by law for any reason, such provision shall be effective to the extent not so prohibited, and such prohibition shall not affect any other provision of this Agreement.

16. This Agreement shall insure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.

17. All times stated herein are of the essence of this Agreement.

18. This Agreement shall be in full force and effect upon execution by the respective parties in counterpart.

19. This Agreement does not override any Settlement Agreement or Final Order issued prior to signing this agreement.



Harold Murray MD

Harold Murray, MD

Dated: 1-30-08, 2008

J. Henry Evans

J. Henry Evans,
OMC Manager
Medicaid Accounts Receivable

Dated: 3-18, 2008

