

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

FILED
AHCA
AGENCY CLERK

2009 JUL -7 P 12: 34

AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

vs.

CASE NO. 08-2783MPI

C.I. No. 06-4553-000

HECTOR A. LALAMA,

RENDITION NO.: AHCA-09-579 -S-MDO

Respondent.

FINAL ORDER

THE PARTIES resolved all disputed issues and executed a Settlement Agreement. The parties are directed to comply with the terms of the attached settlement agreement. Based on the foregoing, this file is **CLOSED**.

DONE and ORDERED on this the 6th day of July, 2009, in Tallahassee, Florida.



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:

Karen Dexter, Esquire
Agency for Health Care
Administration
(Laserfiche)

Louise Jeroslow
6075 Sunset Drive, Suite 201
Miami, Florida 33143
(U.S. Mail)

Claude B. Arrington
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

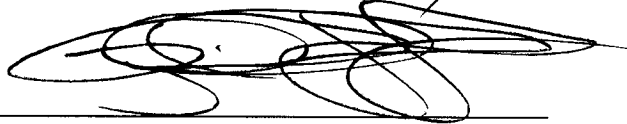
Ken Yon, Chief, Medicaid Program Integrity

Fred Becknell, 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 7th day of July, 2007.



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
DIVISION OF ADMINISTRATIVE HEARINGS

AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

vs.

CASE NO. 08-2783MPI
C.I. No. 06-4553-000

HECTOR A. LALAMA, M.D.,

Respondent.

SETTLEMENT AGREEMENT

STATE OF FLORIDA, AGENCY FOR HEALTH CARE ADMINISTRATION (“AHCA” or “the Agency”), and Hector A. Lalama, M.D. (“PROVIDER”), by and through the undersigned, hereby stipulate and agree as follows:

1. The two parties enter into this agreement for the purpose of memorializing the resolution to this matter.
2. PROVIDER is a Medicaid provider in the State of Florida, provider number 0580856-00 and was a provider during the audit period.
3. In its Final Audit Report (final agency action) dated May 20, 2008, AHCA notified PROVIDER that review of Medicaid claims performed by Medicaid Program Integrity (MPI), Office of the AHCA Inspector General, indicated that certain claims, in whole or in part, has been inappropriately paid by Medicaid. The Agency sought recoupment of this overpayment, in the amount of \$62,033.84 plus a fine sanction in the amount of \$2,500.00. In response to the audit letter dated May 20, 2008, PROVIDER filed a petition for a formal administrative hearing, which was assigned DOAH Case No. 08-2783.

Hector A. Lalama, M.D.
Settlement Agreement

4. Subsequent to the original audits that took place in these matters and in preparation for hearing, AHCA re-reviewed the PROVIDER's claims and evaluated additional documentation submitted by the PROVIDER. As a result, AHCA determined that the overpayment was adjusted to \$54,564.10.

5. In order to resolve this matter without further administrative proceedings, PROVIDER and the AHCA expressly agree as follows:

- (1) AHCA agrees to accept the payment set forth herein in settlement of the overpayment issues arising from the MPI review.
- (2) Within thirty days of entry of the final order, PROVIDER agrees to remit payment to the Agency in the amount of fifty seven thousand sixty four dollars and ten cents (\$57,064.10), which includes \$2,500 in fines, in one lump sum. PROVIDER agrees to submit a Corrective Action Plan in the form of a Provider Acknowledgement Statement. AHCA retains the right to perform a 6 month follow-up review.
- (3) PROVIDER and AHCA agree that full payment as set forth above will resolve and settle this case completely and release both parties from all liabilities arising from the findings in the audit referenced as C.I. 06-4553-000.
- (4) PROVIDER agrees that it will not rebill the Medicaid Program in any manner for claims that were not covered by Medicaid, which are the subject of the audit in this case.

Hector A. Lalama, M.D.
Settlement Agreement

6. Payment shall be made to:

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

7. 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 under the terms of this agreement from any monies due and owing to PROVIDER for any Medicaid claims.

8. 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.

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

10. Each party shall bear its own attorneys' fees and costs, if any.

11. 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.

12. 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.

13. 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.

Hector A. Lalama, M.D.
Settlement Agreement

14. 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.

15. 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.

16. 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.

17. 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.

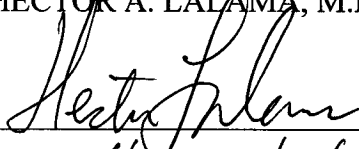
18. This Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.

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

Hector A. Lalama, M.D.
Settlement Agreement

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

HECTOR A. LALAMA, M.D.

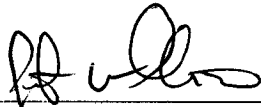


Dated: 5-12-09, 2009

BY: Hector Lalama
(Print name)


ITS: _____

**AGENCY FOR HEALTH CARE
ADMINISTRATION**
2727 Mahan Drive, Mail Stop #3
Tallahassee, FL 32308-5403



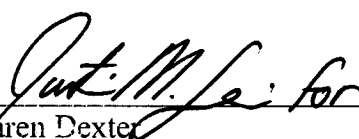
Peter Williams
Inspector General

Dated: 7/6, 2009



Justin M. Senior
Acting General Counsel

Dated: 6/25, 2009



Karen Dexter
Assistant General Counsel

Dated: 6/25, 2009