# SETTLEMENT AGREEMENT

This Settlement Agreement, executed on the dates set forth below, by and between the Michigan Department of Attorney General (ATTORNEY GENERAL) with offices at 2860 Eyde Parkway, East Lansing, Michigan 48823, the Michigan Department of Community Health (DCH) with offices at 400 South Pine Street, Lansing, Michigan 48933; and GREAT LAKES HEART CENTER, P.C., (PROVIDER) with offices at 1221 Sixth Street, Suite 204, Traverse City, Michigan 49684;

PROVIDES AS FOLLOWS:

WHEREAS, DCH is the lawfully designated single state agency authorized by the United States Department of Health and Human Services to administer the Michigan Medical Assistance Program, which was established under Title XIX of the Social Security Act, 42 USC 1396 *et seq.*, and is administered in Michigan pursuant to the Michigan Social Welfare Act, 1939 PA 280, § 105–112;

WHEREAS, ATTORNEY GENERAL is lawfully authorized to investigate and prosecute alleged violations of the Medicaid False Claim Act, 1977 PA 72, as amended;

WHEREAS, PROVIDER is a Medicaid certified provider under the Medicaid program and has functioned as such at all times pertinent hereto;

WHEREAS, the parties acknowledge that ATTORNEY GENERAL has alleged that PROVIDER received Medicaid overpayments from DCH for medical services dispensed by PROVIDER to Medicaid recipients during the period January 1, 1997 through May 31, 2001;

WHEREAS, the parties desire to resolve and settle all disputes between them relating to the Medicaid overpayments received by PROVIDER from DCH during the above period without any admission of wrongdoing on the part of PROVIDER and without further action by ATTORNEY GENERAL or DCH.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements by and between the parties set forth herein, IT IS AGREED AS FOLLOWS:

1. PROVIDER shall pay to the STATE OF MICHIGAN the sum of $10,128.40 as restitution representing reimbursement of Medicaid overpayments.

2. As payment of the above monies, PROVIDER shall deliver to ATTORNEY GENERAL, simultaneous with the execution of this Agreement, the PROVIDER'S certified check, cashier's check, or money order payable to STATE OF MICHIGAN in the amount of $10,128.40;

3. Upon receipt of payment in full of the monies referenced in paragraph number 1 above, ATTORNEY GENERAL will close its investigative files with respect to alleged Medicaid overpayments attributable to the above conduct and time frame, and no further action will be instituted against PROVIDER by ATTORNEY GENERAL with regard to such overpayments.

4. Execution of this Settlement Agreement or payment of monies pursuant thereto, shall not be construed as an admission of civil or criminal wrongdoing.

5. This Settlement Agreement contains the full and complete agreement between the parties and shall not be modified in any manner except by written instrument executed by the parties.

WHEREFORE, each of the parties or their authorized agents voluntarily signs this Settlement Agreement on the dates set forth below.

STATE OF MICHIGAN
DEPARTMENT OF ATTORNEY GENERAL

Date: 3-5-03

By: Richard L. Koenigsknecht
Richard L. Koenigsknecht (P23013)
Assistant Attorney General

GREAT LAKES HEART CENTER, P.C.

Date: 2/26/03

By: Mark [illegible]
President

CASES/02-04-1003/LGL SA 030212

THIS DOCUMENT HAS AN ARTIFICIAL WATERMARK PRINTED ON THE BACK. THE FRONT OF THE DOCUMENT HAS A MICRO-PRINT SIGNATURE LINE. ABSENCE OF THESE FEATURES WILL INDICATE A COPY.

Official Check

**The Huntington National Bank**
Columbus, Ohio 43219

**Huntington**

[redacted]

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Remitter GREAT LAKES HEART CENTER, P.C.

Date 02/20/03

320188-61

Pay ~~$10,128 DOL & 40 CTS~~ ~~**********~~ $ *******10,128.40

To The Order Of

STATE OF MICHIGAN

**Drawer: The Huntington National Bank**
Columbus, Ohio 43219

By: Pamela K. Barkley
Authorized Signer

ISSUED BY: TRAVELERS EXPRESS COMPANY, INC.
P.O. BOX 9476, MINNEAPOLIS, MN 55480
DRAWEE: BOSTON SAFE DEPOSIT & TRUST CO.
BOSTON, MASSACHUSETTS

[redacted]