

ORIGINAL

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Southern District of New York
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U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
DOCUMENT
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DATE FILED: 7/18/13

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA and the :
STATES OF NEW YORK, CONNECTICUT :
and MASSACHUSETTS *ex rel.* ZACHARY :
WOLFSON, :

Plaintiffs, :

vs. :

PARK AVENUE MEDICAL ASSOCIATES, :
PARK AVENUE MEDICAL ASSOCIATES :
P.C., PARK AVENUE MEDICAL :
ASSOCIATES PLLC, PARK AVENUE :
HEALTH CARE MANAGEMENT, LLC, :
PARK AVENUE HEALTH CARE :
MANAGEMENT, INC., BRAD :
MARKOWITZ, MITCHELL KAPLAN, :
DANIEL SUSSMAN and ANTONY :
MENDOLA, :

Defendants. :

-----X

UNITED STATES OF AMERICA, :

Plaintiff, :

v. :

PARK AVENUE MEDICAL ASSOCIATES, :
PARK AVENUE MEDICAL ASSOCIATES :
P.C., PARK AVENUE MEDICAL :
:

ECF CASE

11 Civ. 5107 (CM)

ASSOCIATES PLLC, PARK AVENUE	:
HEALTH CARE MANAGEMENT, LLC,	:
PARK AVENUE HEALTH CARE	:
MANAGEMENT, INC.,	:
	:
	:
Defendants.	:
-----X	

STIPULATION AND ORDER OF SETTLEMENT AND DISMISSAL

WHEREAS, this Stipulation and Order of Settlement and Dismissal (the "Stipulation" or "Agreement") is entered into among the United States of America, by its attorney Preet Bharara, United States Attorney for the Southern District of New York (the "United States"), Defendants Park Avenue Medical Associates, P.C., Park Avenue Health Care Management, LLC, and Park Avenue Health Care Management, Inc. (collectively "Defendants"), and relator Zachary Wolfson ("Relator") through their authorized representatives (together with the United States and Defendants hereinafter referred to as the "Parties");

WHEREAS, on or about July 25, 2011, Relator filed a *qui tam* action in the United States District Court for the Southern District of New York, captioned United States of America, *et al. ex rel. Zachary Wolfson v. Park Avenue Medical Associates, et al.*, 11 Civ. 5107 (CM), pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b), and thereafter filed an Amended Complaint dated December 12, 2012 (the "Relator's Action"). The Relator's Action alleges, *inter alia*, that Defendants submitted false claims to Medicare by upcoding for certain behavioral health services, overbilling for psychiatric examinations, and providing other services that were not medically necessary;

WHEREAS, on March 5, 2013, the United States intervened in the action and filed a complaint-in-intervention (the "Federal Complaint") alleging that from January 1, 2001 through March 5, 2013, Defendants knowingly billed Medicare for behavioral health services that (i)

were not medically necessary, (ii) were not documented in the medical record, and/or (iii) failed otherwise to comply with Medicare rules and regulations in the manner described in the Federal Complaint (defined as the "Covered Conduct");

NOW, THEREFORE, to avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Stipulation, the Parties agree and covenant as follows:

1. The Parties consent to this Court's exercise of subject matter jurisdiction over this action and personal jurisdiction over each of them.

2. With respect to the Federal Complaint, Defendants admit, acknowledge, and accept responsibility for the following during the period:

(i) In many instances, Defendants billed Medicare for psychiatric diagnostic examinations without demonstrating that they had adequately documented the patient's medical and/or psychiatric history and/or mental status; and

(ii) In many instances, Defendants billed Medicare for multiple psychiatric diagnostic examinations after receiving multiple orders for such, but without demonstrating that the examinations complied with certain applicable Medicare rules, including those that allow for multiple examinations only when there is a demonstrated hiatus in the condition of the patient or the beginning of a new spell of illness; and

(iii) In many instances, Defendants billed Medicare for psychotherapy services to patients who suffered from dementia or other cognitive disorders without demonstrating that the patients had the capacity to benefit from the psychotherapy.

3. Defendants shall pay to the United States a total of \$1 million (the "Settlement Amount") for the loss claimed by the United States due to the Covered Conduct. Defendants

shall make payments of the Settlement Amount by electronic funds transfer, pursuant to written instructions to be provided by the United States Attorney's Office for the Southern District of New York, as follows: (i) the first payment, of fifty thousand dollars (\$50,000), shall be made within 10 days of the Effective Date; and (ii) following the first payment, nineteen (19) installment payments of \$50,000, plus interest compounded annually at the rate of 1.75%, which is the current Medicare Trust Fund interest rate, shall be made quarterly pursuant to the attached Schedule A to this Stipulation.

4. Defendants and all of their current and former officers, directors, employees, attorneys, agents, affiliates and assigns, on behalf of themselves and their heirs, attorneys, agents, successors, and assigns, fully and finally release the United States, and its agencies, employees, servants, and agents from any claims (including attorney's fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may in the future assert against the United States, and its agencies, employees, servants, and agents, related to the Covered Conduct and the United States' investigation and prosecution thereof.

5. Conditioned upon Defendants' full payment of the Settlement Amount, and subject to paragraph 16 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date or any payment made under this Stipulation), the United States releases Defendants and all of their current and former officers, directors, trustees, employees, affiliates, and assigns, from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733, the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812, the Civil Monetary Penalties Law, 42 U.S.C. § 1320a-7a, and the common law or equitable theories of fraud, payment by mistake, negligence, and unjust enrichment.

6. In consideration of the Relator's execution of this Stipulation and Relator's releases as set forth in paragraph 7 below, Defendants and all of their current and former officers, directors, employees, attorneys, agents, affiliates and assigns, on behalf of themselves and their heirs, attorneys, agents, successors, and assigns, release the Relator, his heirs, attorneys, agents, successors, and assigns, from any and all claims for any action, events, or conduct related to the Relator's Action or the Federal Complaint.

7. Conditioned upon Defendants' full payment of the Settlement Amount, and subject to paragraph 16 below (concerning bankruptcy proceedings commenced within 91 days of the Effective Date or any payment made under this Stipulation), Relator, for himself and his heirs, successors, attorneys, agents, and assigns, releases Defendants and all of their current and former officers, directors, trustees, employees, affiliates, and assigns ("the Released Parties"), from any and all manner of claims, proceedings and causes of action of any kind or description whatsoever, known or unknown, contingent or accrued that Relator and/or his heirs, executors, administrators, and assigns have against Defendants arising out of or by reason of any cause, matter, thing, fact, circumstance, event or agreement relating to or arising out of Relator's Action or the Federal Complaint; provided, however, that nothing in this Stipulation shall preclude Relator from seeking to recover his expenses or attorney's fees and costs from Defendants, pursuant to 31 U.S.C. § 3730(d).

8. In consideration of the obligations of Defendants in this Agreement and the Corporate Integrity Agreement ("CIA"), entered into between the U.S. Department of Health and Human Services' Office of Inspector General ("HHS-OIG") and Defendants, and conditioned upon Defendants' full payment of the Settlement Amount, the HHS-OIG agrees to release and refrain from instituting, directing, or maintaining any administrative action seeking exclusion

from Medicare, Medicaid, and other Federal health care programs (as defined in 42 U.S.C. § 1320a-7(b)(f)) against Defendants under 42 U.S.C. § 1320a-7a (Civil Monetary Penalties Law) or 42 U.S.C. § 1320a-7(b)(7) (permissive exclusion for fraud, kickbacks, and other prohibited activities) for the Covered Conduct, except as reserved in paragraph 9 (concerning excluded claims), below, and as reserved in this paragraph. The HHS-OIG expressly reserves all rights to comply with any statutory obligations to exclude Defendants from Medicare, Medicaid, and other Federal health care programs under 42 U.S.C. § 1320a-7(a) (mandatory exclusion) based upon the Covered Conduct. Nothing in this paragraph precludes the HHS-OIG from taking action against entities or persons, or for conduct and practices, for which claims have been reserved in paragraph 9 below. Notwithstanding the foregoing, in the event of default as defined in paragraph 10 below, the HHS-OIG may exclude Defendants from participating in all Federal health care programs until Defendants pay the Settlement Amount and reasonable costs as set forth in paragraph 10 below. The HHS-OIG will provide written notice of any such exclusion to Defendants. Defendants waive any further notice of exclusion under 42 U.S.C. § 1320a-7(b)(7), and agree not to contest such exclusion either administratively or in any State or Federal court. Reinstatement to program participation is not automatic. If at the end of the period of exclusion Defendants wish to apply for reinstatement, Defendants must submit a written request for reinstatement to the HHS-OIG in accordance with the provisions of 42 C.F.R. §§ 1001.3001-.3005. Defendants will not be reinstated unless and until the HHS-OIG approves such request for reinstatement.

9. Notwithstanding the releases given in paragraphs 5 and 8, or any other paragraph of this Stipulation, the following claims of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in this Agreement, any administrative liability, including mandatory exclusion from the Federal health care programs and suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct; and
- e. Any liability based upon obligations created by this Stipulation.

10. Defendants shall be in default of this Stipulation if they fail to make any payment required pursuant to this Stipulation, in whole or in part, on or before its due date. The United States will provide written notice of any default, to be sent by email and first class mail to the undersigned attorneys for Defendants. In the event of default, the entire remaining unpaid Settlement Amount shall be immediately due and payable by Defendants, and interest shall accrue at the rate of 12% per annum compounded daily on the remaining unpaid principal balance, beginning seven (7) business days after delivery of the notice of default. If the Settlement Amount, with all accrued interest, is not paid in full within seven (7) business days after delivery of the notice of default, Defendants shall agree to a Consent Judgment against Defendants in the amount of the unpaid balance, and the United States, at its option, may: (a) rescind this Stipulation and reinstate the Federal Complaint filed in this action as to Defendants or seek specific performance of the Stipulation; (b) offset the remaining unpaid balance from any amounts due and owing Defendants by any department, agency or agent of the United States at the time of default; or (c) exercise any other rights granted by law, or under the terms of this Agreement, or recognizable at common law or in equity. Defendants shall not contest any offset

imposed or any collection action undertaken by the United States pursuant to this paragraph, either administratively or in any State or Federal court. In addition, Defendants shall pay the United States all reasonable costs of collection and enforcement under this paragraph, including attorneys' fees and expenses. In the event that the United States opts to rescind this Stipulation pursuant to this paragraph, Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any civil or administrative claims which relate to the Covered Conduct.

11. Relator and his heirs, successors, attorneys, agents, and assigns shall not object to this Stipulation but agree and confirm that this Stipulation is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Subject to any claims Relator may have for his share of the Settlement Amount pursuant to the Stipulation and Order of Settlement and Release between the United States and Relator, Relator, for himself individually, and for his heirs, successors, attorneys, agents, and assigns, fully and finally releases, waives, and forever discharges the United States, its officers, agents and employees, from any claims relating to or arising from the filing of the Federal Complaint or the Relator's Action, and from any claims under 31 U.S.C. § 3730.

12. Defendants waive and shall not assert any defenses they may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Stipulation bars a remedy sought in such criminal prosecution or administrative action.

13. Nothing in this paragraph or any other provision of this Stipulation constitutes an agreement by the United States concerning the characterization of the Settlement Amount for purposes of the Internal Revenue laws, Title 26 of the United States Code.

14. Defendants agree to the following:

a. **Unallowable Costs Defined:** All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47, and in Titles XVIII and XIX of the Social Security Act, 42 U.S.C. §§ 1395-1395kkk-1 and 1396-1396w-5, and the regulations and official program directives promulgated thereunder) incurred by or on behalf of Defendants, their present or former officers, directors, trustees, employees, and agents in connection with:

- (1) the matters covered by this Stipulation;
- (2) the United States' audit(s) and civil and any criminal investigation(s) of the matters covered by this Stipulation;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit(s) and civil and any criminal investigation(s) in connection with the matters covered by this Stipulation (including attorney's fees);
- (4) the negotiation and performance of this Stipulation;
- (5) the payments made to the United States pursuant to this Stipulation and any payments that Defendants or any of Defendants' present or former officers, directors, trustees, employees, and agents make to Relator, including for his costs and attorney's fees; and
- (6) the negotiation of, and obligations undertaken pursuant to the CIA to:
 - (i) retain an independent review organization to perform annual reviews as described in Section III of the CIA; and
 - (ii) prepare and submit reports to the HHS-OIG;

are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs). However, nothing in this subparagraph (paragraph 14.a(6)) that may apply to the obligations undertaken pursuant to the CIA affects the status of costs that are not allowable based on any other authority applicable to Defendants.

b. Future Treatment of Unallowable Costs: Unallowable Costs shall be separately determined and accounted for in nonreimbursable cost centers or categories by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contracts with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days after the Effective Date of this Agreement, Defendants shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Defendants or any of their subsidiaries or affiliates from the United States. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Defendants' books and records and to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Defendants, or the effect of any such Unallowable Costs on the amount of such payments.

d. Nothing in this Stipulation shall constitute a waiver of the rights of the United States to audit, examine, or re-examine Defendants' books and records to determine that no Unallowable Costs have been claimed in accordance with the provisions of this paragraph.

e. The United States reserves its right to disagree with any calculations submitted by Defendants or the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of their subsidiaries or affiliates or the effect of inclusion of Unallowable Costs (as defined in this paragraph) on Defendants or any of their subsidiaries' or affiliates' cost reports, cost statements or information reports (including CFRs and appeals).

15. Except as expressly provided to the contrary in this Stipulation, this Stipulation is intended to be for the benefit of the Parties only. The Parties do not release any claims against any other person or entity except as provided in paragraphs 4, 5, 6, 7 and 8.

16. If within 91 days of the Effective Date of this Stipulation or of any payment made under this Stipulation, Defendants, either collectively or as individual entities, commence, or a third party commences, any case, proceeding, or other action under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors (a) seeking to have any order for relief of Defendants' debts, or seeking to adjudicate Defendants as bankrupt or insolvent; or (b) seeking appointment of a receiver, trustee, custodian, or other similar official for Defendants or for all or any substantial part of Defendants' assets, Defendants agree as follows:

a. Defendants' obligations under this Stipulation may not be avoided pursuant to 11 U.S.C. § 547, and Defendants shall not argue or otherwise take the position in any such case, proceeding, or action that: (i) Defendants' obligations under this Stipulation may be avoided under 11 U.S.C. § 547; (ii) Defendants were insolvent at the time this Stipulation was entered into, or became insolvent as a result of the payments made to the United States; or (iii) the mutual promises, covenants, and obligations set forth in this Stipulation do not constitute a contemporaneous exchange for new value given to Defendants.

b. If Defendants' obligations under this Stipulation are avoided for any reason, including, but not limited to, through the exercise of a trustee's avoidance powers under the Bankruptcy Code, the United States, at its sole option, may rescind the releases in this Stipulation and bring any civil and/or administrative claim, action, or proceeding against Defendants for the claims that would otherwise be covered by the release provided in paragraph 5 above. Defendants agree that (i) any such claims, actions, or proceedings brought by the United States are not subject to an "automatic stay" pursuant to 11 U.S.C. § 362(a) as a result of the action, case, or proceedings described in the first clause of this paragraph, and Defendants shall not argue or otherwise contend that the United States' claims, actions, or proceedings are subject to an automatic stay; (ii) Defendants shall not plead, argue, or otherwise raise any defenses under the theories of statute of limitations, laches, estoppel, or similar theories, to any such civil or administrative claims, actions, or proceedings that are brought by the United States within 60 calendar days of written notification to Defendants that the releases have been rescinded pursuant to this paragraph, except to the extent such defenses were available on July 25, 2011, and (iii) the United States has a valid claim against Defendants in the amount of one million dollars (\$1,000,000), and the United States may pursue its claim in the case, action, or proceeding referenced in the first clause of this paragraph, as well as in any other case, action, or proceeding.

c. Defendants acknowledge that their agreements in this paragraph are provided in exchange for valuable consideration provided in this Stipulation.

17. Except as set forth in paragraph 7 above (which, among other things, preserves the Relator's ability to seek attorneys' fees), each Party shall bear its own and its employees' legal and other costs incurred in connection with this matter, including the preparation and performance of this Stipulation.

18. Subject to the exceptions in paragraph 9, and in consideration of the obligations of the Defendants in this Stipulation, conditioned upon and following Defendants' timely full payment of the Settlement Amount, the Government shall dismiss with prejudice the Federal Complaint, and, subject to Relator's right to seek to recover attorneys' fees, costs and expenses from Defendants pursuant to 31 U.S.C. § 3730(d), the Relator shall dismiss with prejudice the Relator's Action; provided, however, that the Court shall retain jurisdiction over this Stipulation and each Party to the extent the obligations herein remain unsatisfied by that Party.

19. This Stipulation is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Stipulation is the United States District Court for the Southern District of New York. For purposes of construing this Stipulation, this Stipulation shall be deemed to have been drafted by all Parties to this Stipulation and shall not, therefore, be construed against any party for that reason in any subsequent dispute.

20. Each party and signatory to this Stipulation represents that it freely and voluntarily enters into this Stipulation without any degree of duress or compulsion.

21. This Stipulation constitutes the complete agreement between the Parties. This Stipulation may not be amended except by written consent of the Parties.

22. The undersigned counsel and other signatories represent and warrant that they are fully authorized to execute this Stipulation on behalf of the persons and entities indicated below.

23. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Stipulation.

24. Any failure by the United States to insist upon the strict performance of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and

the United States, notwithstanding that failure, shall have the right thereafter to insist upon strict performance of any and all of the provisions of this Stipulation.

25. Any notices pursuant to this Stipulation shall be in writing and shall, unless expressly provided otherwise herein, be given by hand delivery, express courier, or facsimile transmission followed by postage prepaid mail, and shall be addressed as follows:

TO THE UNITED STATES:

Heidi A. Wendel and Mara E. Trager
United States Attorney's Office
Southern District of New York
86 Chambers Street, 3rd Floor
New York, NY 10007
Telephone: (212) 637-2636/2799

TO DEFENDANTS:

Steven J. Chananie, Esq.
Lourdes Martinez, Esq.
Garfunkel Wild, P.C.
111 Great Neck Road
Great Neck, NY 11021
Telephone: (516) 393-2221/2224

TO RELATOR:

Brett Joshpe, Esq.
Joshpe Law Group LLP
1040 Avenue of the Americas
New York, NY 1018
(917) 828-6237

26. The effective date of this Stipulation is the date upon which this Stipulation is entered by this Court (the "Effective Date").

Dated: New York, New York
July 9, 2013

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for Plaintiff
United States of America

By: *Heidi A. Wendel*
HEIDI A. WENDEL
MARA E. TRAGER
Assistant United States Attorneys
86 Chambers Street
New York, New York 10007
Telephone: (212) 637-2636/2799
Facsimile: (212) 637-2702
heidi.wendel@usdoj.gov

Dated: Washington, D.C.
_____, 2013

Department of Health and Human Services

Robert K. DeConti
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General

26. The effective date of this Stipulation is the date upon which this Stipulation is entered by this Court (the "Effective Date").

Dated: New York, New York
_____, 2013

PREET BHARARA
United States Attorney for the
Southern District of New York
Attorney for Plaintiff
United States of America

By:

HEIDI A. WENDEL
MARA E. TRAGER
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86 Chambers Street
New York, New York 10007
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Facsimile: (212) 637-2702
heidi.wendel@usdoj.gov

Dated: Washington, D.C.
July 8, 2013

Department of Health and Human Services

Robert K. DeConti
Robert K. DeConti
Assistant Inspector General for Legal Affairs
Office of Counsel to the Inspector General
Office of Inspector General

Dated: New York, New York
July 3, 2013

Counsel for Defendants

By: Steven Chananie
STEVEN CHANANIE, ESQ.
LOURDES MARTINEZ, ESQ.
Garfunkel Wild, P.C.
111 Great Neck Road
Great Neck, NY 11021
Telephone: (516) 393-2221/2224

Dated: New York, New York
_____, 2013

Counsel for Relator

By: _____
Brett Joshpe, Esq.
Joshpe Law Group LLP
1040 Avenue of the Americas
Suite 1101
New York, NY 10018
(917) 828-6237

Dated: New York, New York
_____, 2013

Relator

Zachary Wolfson

SO ORDERED:
Colleen McMahon
HONORABLE COLLEEN MCMAHON, U.S.D.J.

7/18/2013

Dated: New York, New York
_____, 2013

Counsel for Defendants

By: _____
STEVEN CHANANIE, ESQ.
LOURDES MARTINEZ, ESQ.
Garfunkel Wild, P.C.
111 Great Neck Road
Great Neck, NY 11021
Telephone: (516) 393-2221/2224

Dated: New York, New York
July 9, 2013

Counsel for Relator

By: _____
Brett Joshpe, Esq.
Joshpe Law Group LLP
1040 Avenue of the Americas
Suite 1101
New York, NY 10018
(917) 828-6237

Dated: New York, New York
July 9, 2013

Relator

Zachary Wolfson

SO ORDERED:

HONORABLE COLLEEN MCMAHON, U.S.D.J.

Stipulation and Order of Settlement and Dismissal

11Civ. 5107 (CM)

Schedule A

Date Payment Due	Principal Payment Amount **	Remaining Principal Amount Due
July 2013 *	\$ 50,000.00	\$ 950,000.00
October 1, 2013	\$ 50,000.00	\$ 900,000.00
January 1, 2014	\$ 50,000.00	\$ 850,000.00
April 1, 2014	\$ 50,000.00	\$ 800,000.00
July 1, 2014	\$ 50,000.00	\$ 750,000.00
October 1, 2014	\$ 50,000.00	\$ 700,000.00
January 1, 2015	\$ 50,000.00	\$ 650,000.00
April 1, 2015	\$ 50,000.00	\$ 600,000.00
July 1, 2015	\$ 50,000.00	\$ 550,000.00
October 1, 2015	\$ 50,000.00	\$ 500,000.00
January 1, 2016	\$ 50,000.00	\$ 450,000.00
April 1, 2016	\$ 50,000.00	\$ 400,000.00
July 1, 2016	\$ 50,000.00	\$ 350,000.00
October 1, 2016	\$ 50,000.00	\$ 300,000.00
January 1, 2017	\$ 50,000.00	\$ 250,000.00
April 1, 2017	\$ 50,000.00	\$ 200,000.00
July 1, 2017	\$ 50,000.00	\$ 150,000.00
October 1, 2017	\$ 50,000.00	\$ 100,000.00
January 1, 2018	\$ 50,000.00	\$ 50,000.00
April 1, 2018	\$ 50,000.00	\$ -

*: Ten days after effective date

**: Does not include the necessary interest charges to be made at the Medicare Trust Fund interest rate of 1.75%