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AHCA
AGENCY CLERK

STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION

2011 AUG 30 A 9:24

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

CASE NO. 08-6146MPI
PROVIDER NO.: 371101300
C.I. NO.: 09-8209-000/RS
RENDITION NO.: AHCA-11-0 *900* -S-MDO

vs.

SALVATORE A. VERNALI, M.D.,


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 25TH day of AUGUST, 2011, in Tallahassee, Florida.

for 

ELIZABETH DUDEK, 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:

Daniel M. Lake, Esquire
Agency for Health Care
Administration
(Interoffice Mail)

Rogelio J. Fontela, Esquire
Dennis, Jackson, Martin & Fontela, P.A.
1591 Summit Lake Drive, Suite 200
Tallahassee, Florida 32317
(U.S. Mail)

Diane Cleavinger
Administrative Law Judge
Division of Administrative Hearings
The DeSoto Building
1230 Apalachee Parkway
Tallahassee, Florida 32399-3060

Mike Blackburn, Chief, Medicaid Program Integrity

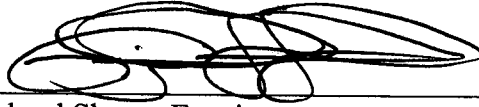
Finance and Accounting

HQA

Department of Health

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 30th day of August, 2011.



Richard Shoop, Esquire
Agency Clerk
State of Florida
Agency for Health Care Administration
2727 Mahan Drive, Building #3
Tallahassee, Florida 32308-5403
(850) 412-3630

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

STATE OF FLORIDA,
AGENCY FOR HEALTH CARE
ADMINISTRATION,

Petitioner,

vs.

SALVATORE A. VERNALI, M.D.,

Respondent.

Case No.: 08-6146MPI
Provider No.: 371101300
C.I. No.: 09-8209-000/RS

SETTLEMENT AGREEMENT

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

1. The parties enter into this agreement for the purpose of memorializing the resolution to this matter.
2. SALVATORE A. VERNALI, M.D. is a Medicaid provider in the State of Florida, provider number 371101300 and was a provider during the audit period.
3. In its Final Agency Audit Report dated October 10, 2008, AHCA notified SALVATORE A. VERNALI, M.D. that review of Medicaid claims performed by the Office of Medicaid Program Integrity (MPI), of the AHCA Inspector General, indicated that certain claims, in whole or in part, were inappropriately paid by Medicaid. The Agency sought repayment of this overpayment, in the amount of \$106,302.96. In response to the audit report dated October 10, 2008, Petitioner sent a letter to the Agency requesting an Administrative Hearing.

Salvatore A. Vernali, M.D.
Settlement Agreement

4. In order to resolve this matter without further administrative proceedings, SALVATORE A. VERNALI, M.D., 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 (30) days of the date of execution of a Final Order adopting this Settlement Agreement, SALVATORE A. VERNALI, M.D. agrees to make one lump sum payment of fifty-seven thousand thirty six dollars and eighty cents (\$57,036.80). forty eight thousand two hundred twenty-four dollars and eighteen cents (\$48,224.18) of said amount is the Medicaid overpayment. Three thousand dollars (\$3,000.00) of said amount is an administrative fine and five thousand eight hundred twelve dollars and sixty-two cents (\$5,812.62) of said amount is costs. The above lump sum payment will constitute full and complete settlement of all claims in the proceedings of C.I. No. 09-8209-000.
- (3) SALVATORE A. VERNALI, M.D. and AHCA agree that such payments 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. No. 09-8209-000.
- (4) SALVATORE A. VERNALI, M.D. agrees that it will not rebill the Medicaid Program in any manner for claims that, although covered by the Medicaid program, Medicaid has made the determination, without challenge, that some were either not properly documented or not medically necessary.

Salvatore A. Vernali, M.D.
Settlement Agreement

5. Payment shall be made to:

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

6. SALVATORE A. VERNALI, M.D. 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.

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 SALVATORE A. VERNALI, M.D. and 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 SALVATORE A. VERNALI, M.D. and 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.

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

Salvatore A. Vernali, M.D.
Settlement Agreement

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. SALVATORE A. VERNALI, M.D. 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. SALVATORE A. VERNALI, M.D. 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.

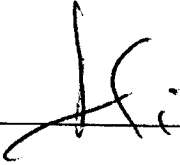
16. This Agreement shall inure to the benefit of and be binding on each party's successors, assigns, heirs, administrators, representatives and trustees.

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.

Salvatore A. Vernali, M.D.
Settlement Agreement

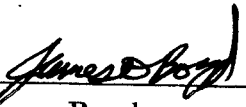
SALVATORE A. VERNALI, M.D.



Dated: 8/19/11, 2011

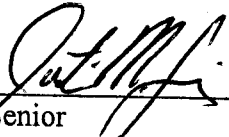
BY: Salvatore Vernali M.D.
(Print name)

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



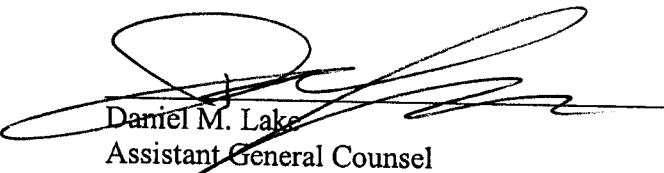
James Boyd
Inspector General

Dated: 8-25-11, 2011



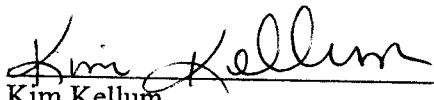
Justin Senior
General Counsel

Dated: 8/18, 2011



Daniel M. Lake
Assistant General Counsel

Dated: 8/22/2011, 2011



Kim Kellum
Chief Medicaid Counsel

Dated: 8/9, 2011