

AGENCY FOR HEALTH CARE ADMINISTRATION

FILED
AHCA
AGENCY CLERK

NATIONAL FAMILY MEDICAL CENTERS, INC.,

2012 JAN 23 A 11: 31

Petitioner,

DOAH CASE NO. 11-3958

v.

AHCA NO. 2011007423

RENDITION NO.: AHCA-12- 77 -S-OLC

STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,

Respondent.

FINAL ORDER

THIS CAUSE came on for consideration before the Agency for Health Care Administration (“the Agency”), which finds and concludes as follows:

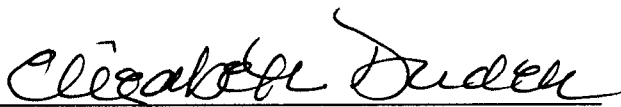
1. The Agency issued the Petitioner (“the Applicant”) the attached Notice of Intent to Deny (Ex. 1). The parties entered into the attached Settlement Agreement (Ex. 2), which is adopted and incorporated by reference.

2. The parties shall comply with the terms of the Settlement Agreement. If the Agency has not already completed its review of the application, it shall resume its review of the application. The Applicant shall pay the Agency an administrative fee of \$ 200.00 within 30 days of the entry of this Final Order. A check made payable to the “Agency for Health Care Administration” containing the AHCA number(s) should be sent to:

Agency for Health Care Administration
Office of Finance and Accounting
Revenue Management Unit
2727 Mahan Drive, MS# 14
Tallahassee, Florida 32308

3. Any requests for an administrative hearing are withdrawn. The parties shall bear their own costs and attorney’s fees. This matter is closed.

DONE and ORDERED in Tallahassee, Florida, on this 21 day of January 2012.


Elizabeth Dudek, Secretary
Agency for Health Care Administration

NOTICE OF RIGHT TO JUDICIAL REVIEW

A party that is adversely affected by this Final Order is entitled to seek 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 of 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.

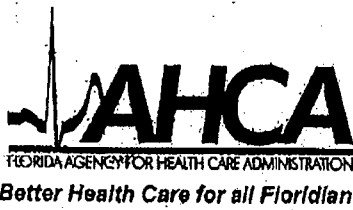
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this Final Order was served on the below-named persons/entities by the method designated on this 28th day of January, 2012.



Richard Shoop, Agency Clerk
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308-5403
Telephone (850) 412-3630

Jan Mills Facilities Intake Unit Agency for Health Care Administration (Interoffice Mail)	Roger Bell, Unit Manager Health Care Clinic Unit Agency for Health Care Administration (Interoffice Mail)
Finance and Accounting Revenue Management Unit Agency for Health Care Administration (Interoffice Mail)	Stevey Barnes, Owner National Family Medical Centers, Inc. c/o Rodney Gregory, Esquire Counsel for Petitioner 4811 Atlantic Boulevard, Suite 1 Jacksonville, Florida 32207 (U. S. Mail)
Sharon K. Jones, Assistant General Counsel Office of the General Counsel Agency for Health Care Administration (Interoffice Mail)	Barbara J. Staros Administrative Law Judge Division of Administrative Hearings (Electronic Mail)



RICK SCOTT
GOVERNOR

ELIZABETH DUDEK
SECRETARY

July 11, 2011

CERTIFIED MAIL / RETURN RECEIPT REQUESTED

National Family Medical Centers
6349 Beach Blvd
Jacksonville, FL 32216

License Number: 5402
Case #: 2011 00 7423

Certified Article Number
7296 9088 9212 2739 9462
SENDER'S RECORD

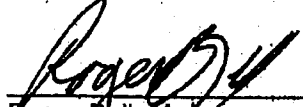
NOTICE OF INTENT TO DENY RENEWAL APPLICATION

The application for health care clinic renewal license for National Family Medical Centers is denied pursuant to Section 400.991(5)(d); and, s. 400.995 (1), Florida Statutes (F.S.), which requires all applicants as defined by s. 400.991(5)(a), F.S., successfully complete a Level 2 background screening for convictions set forth on s. 435.04, F.S., as minimum requirement for licensure. Stevey L. Barnes, the 100% owner of National Family Medical Centers is considered a controlling interest as set forth in s. 408.803 (7), F.S., has failed to successfully pass Level 2 screening in accordance with s. 400.991 (5) (a), (b) and (d), and s. 408.809 (1)(e); s. 408.810 (1), F.S.

EXPLANATION OF RIGHTS

Pursuant to Section 120.569, F.S., you have the right to request an administrative hearing. In order to obtain a formal proceeding before the Division of Administrative Hearings under Section 120.57(1), F.S., your request for an administrative hearing must conform to the requirements in Section 28-106.201, Florida Administrative Code (F.A.C), and must state the material facts you dispute.

SEE ATTACHED ELECTION AND EXPLANATION OF RIGHTS FORMS.



Roger Bell, Manager
Health Care Clinic Unit

cc: Agency Clerk, Mail Stop 3
Legal Intake Unit, Mail Stop 3

2727 Mahan Drive, MS-53
Tallahassee, Florida 32308



Visit AHCA online at
ahca.myflorida.com

Exhibit 1

**STATE OF FLORIDA
AGENCY FOR HEALTH CARE ADMINISTRATION**

NATIONAL FAMILY MEDICAL CENTERS,

DOAH/Case No. 11-3958

Petitioner,

v.

AHCA No. 2011007423

**STATE OF FLORIDA, AGENCY FOR
HEALTH CARE ADMINISTRATION,**

Respondent.

SETTLEMENT AGREEMENT

The Petitioner (“the Applicant”) and the Respondent (“the Agency”) voluntarily enter into this Settlement Agreement (“Agreement”) and agree as follows:

1. **Parties/Background.** The Applicant filed an application seeking renewal licensure within the jurisdiction of the Agency. After initial review, the Agency issued the Applicant an omissions letter and thereafter a Notice of Intent to Deny (“NOI”). The Applicant has since tendered to the Agency additional information and/or documentation in support of the application, which the Agency is willing to review.

2. **Purpose and Effect of Settlement.** Both parties wish to resolve this case without further litigation and recognize that by entering into this Agreement, both are expressly waiving their right to any legal proceeding they are entitled, including, but not limited to, formal and informal proceedings under Section 120.57, Florida Statutes, and appellate review. Both parties consent to the withdrawal of any request for formal or informal hearing if such a request has been made, as well as the relinquishment of jurisdiction of the informal hearing officer or administrative law judge.

3. **Resumption of Application Review.** The parties agree that this Agreement shall supersede the NOI and that the application will no longer be deemed to be incomplete and withdrawn from further review. If the Agency has not already completed its review of the application, it shall resume its review of the application upon entry of the Final Order adopting this Agreement. Nothing in this Agreement, however, shall prohibit the Agency from denying the application based upon any statute, rule, or regulation, and, if applicable, an unsatisfactory licensure survey. Applicant shall retain the right to challenge any future denial of application preserving any and all administrative and/or legal rights with respect thereto.

4. **Administrative Fee.** The Applicant agrees to pay the Agency an administrative fee of \$200.00 within 30 days of the entry of the Final Order.

5. **Release.** The Applicant releases and forever discharges the Agency, its employees and agents, both past and current, from any and all claims, including, but not limited to, damages, attorney’s fees and costs, arising from or relating to the issuance or litigation of this NOI.

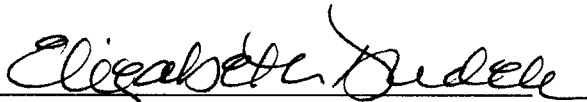
6. **Costs and Attorney's Fees.** Each party shall bear their own costs and attorney's fees.

7. **Right to Counsel.** The Applicant acknowledges the right to retain independent counsel and has either obtained its own counsel or voluntarily waived the right to counsel. The Applicant further acknowledges that Agency counsel represents solely the Agency and that Agency counsel has not provided any legal advice to, or influenced, the Applicant in the voluntary decision to enter into this Agreement.

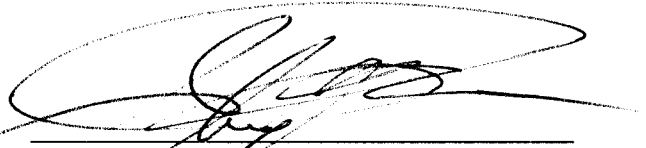
8. **Entire Agreement.** This Agreement contains the entire understandings of both parties. This Agreement supersedes any prior oral or written agreements that may have existed between the parties. This Agreement may not be amended by either party except in writing.

9. **Execution of Agreement.** Both parties agree that an electronic signature suffices for an original signature, that an electronic or facsimile copy suffices for an original document, and that this Agreement may be executed in counterparts. This Agreement shall be effective upon full execution by all parties and adoption into a Final Order. After full execution of this Agreement, the Agency will enter a Final Order adopting this Agreement and closing the case.

The following representatives have read and understand this Agreement, are signing it freely and voluntarily, and acknowledge that they are authorized to enter into this Agreement.

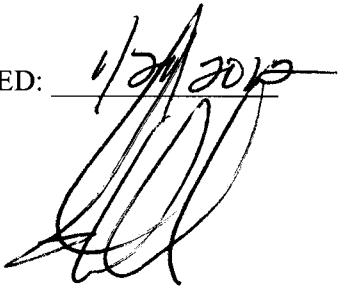


Molly McKinstry, Deputy Secretary
Health Quality Assurance
Agency for Health Care Administration
2727 Mahan Drive, Bldg. #3
Tallahassee, Florida 32308



Stevy L. Barnes, Owner
National Family Medical Centers.
c/o Rodney Gregory, Esquire
Counsel for Petitioner
4811 Atlantic Boulevard, Suite 1
Jacksonville, Florida 32207

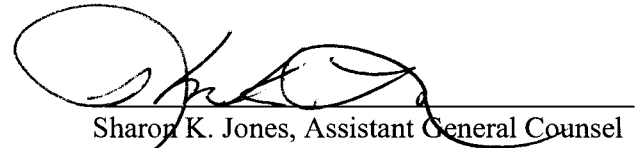
DATED: 1/12/12



William H. Roberts, Acting General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308

DATED: 1/14/2012

DATED: 1/10/12



Sharon K. Jones, Assistant General Counsel
Office of the General Counsel
Agency for Health Care Administration
2727 Mahan Drive, Mail Stop #3
Tallahassee, Florida 32308

DATED: 1/13/12