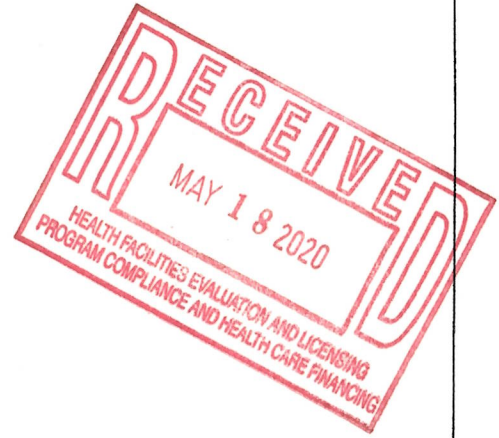


New Jersey Department of Health
Division of Certificate of Need and Licensing
Office of Program Compliance
Trenton, New Jersey
Phone: (609) 376-7890
Facsimile: (609) 633-8324



MARILIN DeJESUS,

Petitioner,

vs.

NEW JERSEY DEPARTMENT OF
HEALTH,

Respondent.

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW
ADMINISTRATIVE ACTION
STIPULATION OF SETTLEMENT AND
WITHDRAWAL OF HEARING REQUEST

OAL Docket No. HLT 16111-19
OPC Case No. 19-12406 (NA 200018018)

THIS MATTER having arisen on the petition of the New Jersey Department of Health ("NJDOH") in response to a hearing requested by Marilyn DeJesus to contest having a finding of neglect being placed next to her name on the New Jersey Nurse Aide Registry for a minimum of one year, and the parties having agreed that this matter should be settled in lieu of a hearing, and the parties wishing to set forth their agreement herein below, and for good cause shown:

IT IS HEREBY AGREED AND STIPULATED by and between the parties to this action that this matter is settled in accordance with the following terms:

1. Marilyn DeJesus and the NJDOH have reached an amicable and full settlement regarding the allegation that, on or about May 16, 2019, Marilyn DeJesus committed an act of neglect against a resident of a long-term care facility while employed by Hammonton Center for Rehabilitation and Healthcare, Hammonton, New Jersey, as a certified nurse aide ("CNA").
2. Marilyn DeJesus was originally certified in New Jersey as a CNA on November 14, 2014. Marilyn DeJesus's certification expires on November 14, 2020.
3. Marilyn DeJesus hereby withdraws with prejudice the request for an administrative hearing before the Honorable Kathleen M. Calemno, A.L.J. in the OAL in the matter of Marilyn DeJesus, and agrees not to reinstate it, and the parties agree that the contested case, OAL Docket No. HLT 16111-19, regarding an allegation of neglect, be and

hereby is dismissed with prejudice. The withdrawal of the matter from the OAL is predicated on all parties having signed the agreement.

4. Marilyn DeJesus agrees that, upon execution of this agreement, a finding of neglect will be entered next to her name on the New Jersey Nurse Aide Registry for a minimum of eleven months, at which point Marilyn DeJesus will be eligible to apply for the finding of neglect to be removed, in accordance with the provisions set forth herein below.
5. Marilyn DeJesus agrees that her nurse aide certification shall remain revoked and not valid, and she shall not attempt to renew it before the finding of neglect is removed from her name on the New Jersey Nurse Aide Registry.
6. Marilyn DeJesus shall immediately surrender to the NJDOH any and all nurse aide certifications and wallet cards issued to her.
7. Marilyn DeJesus agrees that she will no longer be eligible for employment as a certified nurse aide by any NJDOH licensed facility, home health agency or any other type of healthcare facility or agency in any direct care-giving capacity while the neglect finding remains next to her name on the New Jersey Nurse Aide Registry.
8. Marilyn DeJesus agrees that eleven months from the entry of the neglect finding on the New Jersey Nurse Aide Registry she has the option to petition the NJDOH in writing to have the neglect finding removed from her name on the New Jersey Nurse Aide Registry.
9. Marilyn DeJesus agrees that failure to petition the NJDOH to have the neglect finding removed from her name on the New Jersey Nurse Aide Registry shall result in the finding of neglect remaining on the New Jersey Nurse Aide Registry beyond eleven months until Marilyn DeJesus actually acts to petition the NJDOH for removal of the neglect finding from the New Jersey Nurse Aide Registry and the NJDOH grants such petition.
10. Marilyn DeJesus agrees that, upon petitioning the NJDOH for removal of the neglect finding from the New Jersey Nurse Aide Registry, she must satisfy the requirements of the Criminal Background Investigation Program in accordance with N.J.A.C. 8:43I.
11. Marilyn DeJesus agrees that petitioning the NJDOH to have the neglect finding removed from the New Jersey Nurse Aide Registry shall require her to appear before a panel of Division of Certificate of Need and Licensing professionals for an informal conference, at which time she shall produce documentation, including at least three letters of reference, to attest to her character and her employment history (or unemployment status) during the period the neglect finding was placed next to her name on the New Jersey Nurse Aide Registry.
12. Marilyn DeJesus agrees that if she attempts to obtain and/or accepts employment as a certified nurse aide at any time before the finding of neglect is actually removed from

the New Jersey Nurse Aide Registry, she shall be precluded from having the neglect finding removed from the New Jersey Nurse Aide Registry.

13. Marilyn DeJesus agrees that should she become subject to investigation for any act of abuse, neglect, and/or misappropriation in any capacity prior to expiration of eleven months from the date of this agreement and that act is substantiated by the investigatory body, she shall be precluded from petitioning the NJDOH for removal of the neglect finding next to her name on the New Jersey Nurse Aide Registry.
14. Marilyn DeJesus agrees that should she become subject to investigation for or charged with any crime, misdemeanor or other disorderly persons offense prior to the expiration of eleven months of this agreement, she shall be precluded from petitioning the NJDOH for removal of the neglect finding next to her name on the New Jersey Nurse Aide Registry until the investigation is complete and/or the charges against her are resolved. Should the investigation and/or charges result in the conviction of Marilyn DeJesus of a disqualifying crime, misdemeanor or other disorderly person offense, she agrees that she shall be forever precluded from petitioning the NJDOH for removal of the neglect finding next to her name on the New Jersey Nurse Aide Registry. Nothing in this provision shall be construed to contradict or supersede the mandates of the Criminal Background Investigation Program and any applicable laws and/or regulations pertinent thereto.
15. Marilyn DeJesus agrees that if she is in compliance with the conditions of the Stipulation of Settlement and the neglect finding is removed from the New Jersey Nurse Aide Registry, she must then satisfy the requirements of nurse aide certification delineated in the New Jersey Nurse Aide & Personal Care Assistant Candidate Handbook, including, but not limited to, the requirements set forth in N.J.S.A. 26:2H-83 et seq..
16. Marilyn DeJesus agrees that residents of long-term care facilities have the right to be free from physical, psychological, sexual and verbal abuse, neglect, and misappropriation of resident property.
17. Marilyn DeJesus agrees that residents of long-term care facilities have the right to a dignified existence.
18. Marilyn DeJesus agrees that good moral character is a fundamental requirement for nurse aide certification.
19. Marilyn DeJesus agrees that upon receipt of the fully executed Stipulation of Settlement, if she is employed as a certified nurse aide, or employed by any facility that employs certified nurse aides, she must notify the NJDOH at (609) 376-7890.
20. Marilyn DeJesus agrees that upon receipt of the fully executed Stipulation of Settlement, if she is employed as a certified nurse aide, or employed by any facility that employs certified nurse aides, she must resign from her position as a certified nurse aide.

21. Marilyn DeJesus releases and gives up any and all claims and rights that she may have against NJDOH, the State or any State employee, agent or representative. This releases all claims, including those of which she is not aware and those not mentioned in this release. This releases all claims resulting from anything which has happened up to now, including, but not limited to, all claims, demands, damages, costs or fees, or interest, including attorney fees, causes of action or suits which have been or could have been brought. This releases all claims under State and Federal law including, but not limited to, all claims under Title VII of the Civil Rights Act, the New Jersey Civil Rights Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, the Family and Medical Leave Act, the New Jersey Family Leave Act, the Equal Pay Act, the Conscientious Employee Protection Act, the Age Discrimination in Employment Act, the Civil Service Act, the Handicapped, Blind, or Deaf Persons Civil Rights Laws, the Developmentally Disabled Rights Act, the Alcoholism Treatment and Rehabilitation Act, the Older Workers Benefits Protection Act, the Education Code, public works statutes, the Public Transportation Act, the Right to Know Act, the Occupational Safety and Health Act, the New Jersey Smoking Act, New Jersey wages and hour laws, unemployment compensation laws, disability benefits laws, workers compensation laws, the U.S. Constitution, the New Jersey Constitution, or any other State or Federal law, statute, rule or regulation, policy or directive, tort law, contract law or common law. This releases all claims involving any continuing effects of actions or practices which arose prior to the date of this Settlement Agreement and bars the use in any way of any past action or practice in any subsequent claim.
22. This Stipulation of Settlement shall be construed fairly, according to the plain language of its terms and not for or against any party hereto. This Stipulation of Settlement is a product of both parties and neither party shall be deemed to have drafted it.
23. The parties hereby waive any claim for costs or fees incurred in connection with this contested matter. The parties shall each be responsible for their own fees and costs.
24. This Stipulation of Settlement constitutes the entire agreement and understanding of the parties hereto with respect to its subject matter, and supersedes any prior or contemporaneous representations, whether oral or written.
25. This Stipulation of Settlement will be effective only after it has been signed by all parties, and the effective date of this Stipulation of Settlement shall be the date on which it has been signed by all parties. This Stipulation of Settlement may not be modified or amended except by a written instrument signed by all of the parties hereto.
26. This Stipulation of Settlement shall be binding on Marilyn DeJesus, and on all of her heirs, executors, personal representatives, successors, assigns, trustee in bankruptcy or any other trustee, and any receiver appointed pursuant to a proceeding in law or equity.
27. Marilyn DeJesus states that she is signing this Stipulation of Settlement voluntarily, of

free will and not under duress or coercion of any kind.

28. Marilyn DeJesus acknowledges that:

- a. She has read the Stipulation of Settlement and fully understands its meanings and terms; and
- b. She further acknowledges that she has been advised that entering into this Stipulation of Settlement requires her to waive her right to having the allegations against her heard before an Administrative Law Judge;
- c. She understands the terms and consequences of this Stipulation of Settlement and of the release that it contains, and accepts that she is knowingly and voluntarily giving up important legal rights by agreeing to such release; and,
- d. She is fully aware of the legal and binding effects of this Stipulation of Settlement; and,
- e. She is completely satisfied that the Stipulation of Settlement is fair and reasonable and acceptable under the circumstances.

By: Marilyn DeJesus
Marilyn DeJesus, CNA

Dated: 5/7/20

By: Maria Christiansen

Maria Christiansen
Assistant Commissioner
Division of Certificate of
Need & Licensing

Dated: 5/1/2020