

3. The petitioner hereby withdraws with prejudice the request for an administrative hearing before the OAL in the matter of Ahmed Sesay and agrees not to reinstate it. The parties agree that the contested case, OAL Docket No. HLT 02955-2020S, regarding an allegation of abuse and neglect, be and is hereby dismissed with prejudice. The withdrawal of the matter from OAL is predicated on all parties having signed the agreement.
4. The Department will enter an internal enforcement note delineating that the petitioner has voluntarily accepted a revocation of his Nurse Aide Certification commencing 1/23/20 for three years, and he shall attend and complete an abuse and neglect training course approved by the NJDOH Nurse Aide Training and Competency Evaluation Program (NATCEP). Ahmed Sesay agrees that in order to be certified as a nurse aide, he must satisfy the requirements of nurse aide certification delineated in the New Jersey Nurse Aide Candidate Handbook, and comply with the requirements set forth in N.J.S.A. 26:2H-83 et seq.
5. Ahmed Sesay releases and gives up any and all claims and rights which he may have against the Department, the State or any State employee, agent or representative. This releases all claims, including those of which he 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.

6. 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.
7. 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.
8. This Stipulation of Settlement constitutes the entire agreement and understanding of the parties hereto with respect to its subject matter, and supercedes any prior or contemporaneous representations, whether oral or written.
9. 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.
10. This Stipulation of Settlement shall be binding on Ahmed Sesay, and on all of his 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.
11. Ahmed Sesay agrees that three years from the entry of the neglect finding on the New Jersey Nurse Aide Registry, he has the option to petition the NJDOH in writing to have the neglect finding removed from his name on the New Jersey Nurse Aide Registry; and
12. Ahmed Sesay agrees that failure to petition the NJDOH to have the neglect finding removed from his name on the New Jersey Nurse Aide Registry shall result in the finding of neglect remaining on the New Jersey Nurse Aide Registry beyond three years until Ahmed Sesay 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; and
13. Ahmed Sesay agrees that upon petitioning the NJDOH for removal of the neglect finding from the New Jersey Nurse Aide Registry, he must satisfy the

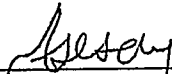
requirements of the Criminal Background Investigation Program in accordance with N.J.A.C. 8:43I; and

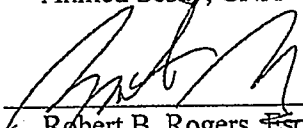
14. Ahmed Sesay agrees that petitioning the NJDOH to have the neglect finding removed from the New Jersey Nurse Aide Registry shall require him to appear before a panel of Division of Certificate of Need and Licensing professionals for an informal conference, at which time he shall produce documentation, including at least three letters of reference, to attest to his character and his employment history (or unemployment status) during the period the neglect finding was placed next to his name on the New Jersey Nurse Aide Registry; and
15. Ahmed Sesay agrees that if he 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, he shall be precluded from having the neglect finding removed from the New Jersey Nurse Aide Registry; and
16. Ahmed Sesay agrees that should he become subject to investigation for any act of abuse, neglect, and/or misappropriation in any capacity prior to expiration of three years from the date of this agreement and that act is substantiated by the investigatory body, he shall be precluded from petitioning the NJDOH for removal of the neglect finding next to his name on the New Jersey Nurse Aide Registry; and
17. Ahmed Sesay agrees that should he become subject to investigation for or charged with any crime, misdemeanor or other disorderly persons offense prior to the expiration of six months of this agreement, he shall be precluded from petitioning the NJDOH for removal of the neglect finding next to his name on the New Jersey Nurse Aide Registry until the investigation is complete and/or the charges against his are resolved. Should the investigation and/or charges result in the conviction of Ahmed Sesay of a disqualifying crime, misdemeanor or other disorderly person offense, he agrees that he shall be forever precluded from petitioning the NJDOH for removal of the neglect finding next to his 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; and
18. Ahmed Sesay agrees that if he is in compliance with the conditions of the Stipulation of Settlement and the neglect finding is removed from the New Jersey Nurse Aide Registry, he 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.; and

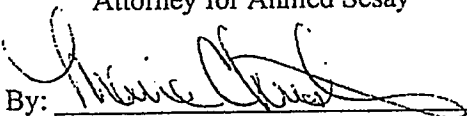
19. Ahmed Sesay agrees that upon receipt of the fully executed Stipulation of Settlement, if he is employed as a certified nurse aide, or employed by any facility that employs certified nurse aides, he must notify the NJDOH at (609) 984-8128; and
20. Ahmed Sesay agrees that upon receipt of the fully executed Stipulation of Settlement, if he is employed as a certified nurse aide, or employed by any facility that employs certified nurse aides, he must notify his employer that his nurse aide certification is revoked for three years and a neglect finding has been placed next to his name on the New Jersey Nurse Aide Registry; and
21. Ahmed Sesay states that he is signing this Stipulation of Settlement voluntarily, on his own free will and not under duress or coercion of any kind.
22. Ahmed Sesay acknowledges that:
 - a. He has read the Stipulation of Settlement and fully understands its meanings and terms; and
 - b. He further acknowledges that he has been advised that by entering this Stipulation of Settlement he waives his right to having the allegations against him heard before an Administrative Law Judge;
 - c. He understands the terms and consequences of this Stipulation of Settlement and of the release that it contains, and accepts that he is knowingly and voluntarily giving up important legal rights by agreeing to such release;
 - d. He is fully aware of the legal and binding effects of this Stipulation of Settlement;
 - e. He is completely satisfied that the Stipulation of Settlement is fair and reasonable and acceptable under the circumstances;
 - f. Ahmed Sesay acknowledges that before entering this agreement he had the right to retain counsel and seek counsel's advice regarding the terms and conditions of this Stipulation of Settlement and his legal rights pertaining to this matter and agreement. Ahmed Sesay acknowledges that retained the services Robert B. Rogers, Esq., who has fully explained to him his rights in this matter including the right to have a full hearing in this matter and to not enter this stipulation of settlement. Ahmed Sesay acknowledges he is satisfied with the advice he received from his attorney, that his attorney

New Jersey Department of Health
Ahmed Sesay
OPC Case Number 20-12995
Stipulation of Settlement

answered all his questions, and that he is satisfied with the services rendered to him by his attorney.

By:  Dated: 10/30/20
Ahmed Sesay, CNA

By:  Dated: 10/30/20
Robert B. Rogers, Esq.
Attorney for Ahmed Sesay

By:  Dated: 10/16/2020
Maria Christensen, PhD, APN, NEA-BC
Assistant Commissioner
Division of Certificate of Need & Licensing
New Jersey State Department of Health