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STATE OF NEW JERSEY  
Office of Administrative Law  
Kathleen M. Calemmo, ALJ

OAL DKT. NO. HLT 07245-19  
AGENCY DKT. NO. 2018-0146V

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**MARIA ROTELLA,**  
Petitioner,

**CONSENT ORDER  
FOR SETTLEMENT**

v.

**NEW JERSEY DEPARTMENT OF HEALTH,**  
Respondent.

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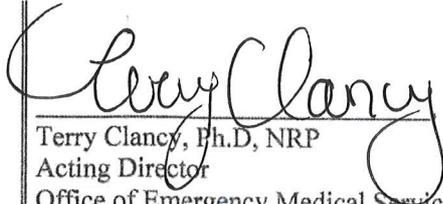
It is hereby agreed by and between the parties, Maria Rotella (Petitioner) and the New Jersey Department of Health, OEMS (Respondent), that any and all investigations, proposed disciplinary actions and claims or disciplinary actions contemplated and/or pursued under Agency Docket No. 2018-0148V and OAL Docket No. HLT 07252-19 by the New Jersey Department of Health, OEMS (Respondent) against Maria Rotella (Petitioner) are resolved in their entirety and will be dismissed with prejudice subject to the conditions as set forth below:

1. The parties agree that Maria Rotella has completed all of the courses requested by the New Jersey Department of Health: (1) The Difficult Airway Course; and (2) ACLS Course. Maria Rotella is not required to complete any further courses as part of this agreement.

2. Terry Clancy ([Terry.Clancy@doh.nj.gov](mailto:Terry.Clancy@doh.nj.gov)) will serve as the OEMS designee, who may be contacted by Virtua and/or Ms. Rotella should any questions, concerns or changes in employment arise. Ms. Rotella may be contacted by the OEMS designee directly should any questions or concerns arise. While Ms. Rotella is employed by Virtua, the OEMS designee may also contact the Clinical Coordinator, Amilynne Tomaszewski ([atomaszewski@Virtua.org](mailto:atomaszewski@Virtua.org)), should any questions or concerns arise.
3. Maria Rotella accepts suspension of 25 days to begin on February 1, 2020. At the conclusion of the suspension, the Medical Director shall attest in writing that Ms. Rotella is clinically competent through verified documents reviewed by the Clinical Coordinator.
4. Maria Rotella accepts probation for 18 months herein to begin on February 26, 2020 consistent with N.J.A.C. 8:41A-5.2(e) and as specified herein:
  - a. Ms. Rotella may continue to work as a paramedic, but she must be partnered with a paramedic who is not also on probation. Under no circumstances may Ms. Rotella act independently or in conjunction with, or on the same BLS ambulance, MICU, SCTU or AMU, as another probationary EMT-Paramedic or EMT-Basic or Temporary EMT-Paramedic. This is not intended to preclude Ms. Rotella from acting in conjunction with BLS units who may already have arrived at the scene of a medical emergency.
  - b. Ms. Rotella will have direct supervision, which means that she will work together with her partner paramedic to provide patient care. This is not intended to preclude Ms. Rotella from providing patient care in an ambulance while another paramedic drives the MICU vehicle.

- c. Ms. Rotella and her partner paramedic may respond to and provide patient care to a multi-vehicle accident or other call where there is more than one injured or sick patient. This is not intended to limit Ms. Rotella from providing patient care to said injured or sick patients.
- d. While Ms. Rotella is employed by Virtua, Ms. Rotella's charting will be 100% reviewed by the Clinical Coordinator (Amilynne Tomaszewski) or Assistant Clinical Coordinator (currently open position) of the Emergency Medical Services at Virtua. When the position of Assistant Clinical Coordinator is filled, the OEMS designee—as identified above—shall be notified of that individual's name. Should there be changes in either position, the OEMS designee—as identified above—shall be notified of said change. This review period shall expire upon completion of the probation period
- e. Ms. Rotella may not act as a preceptor during her probationary period.
- f. If at any time during the probationary period Ms. Rotella's employment with Virtua ends, the probationary period shall be tolled until Ms. Rotella is employed by another mobile intensive care program. The probationary period will resume when Ms. Rotella begins working for the new mobile intensive care program. The terms of Ms. Rotella's probation as set forth here and in N.J.A.C. 8:41A-5.2(e) shall remain in effect under the new mobile intensive care program until the probationary period expires.
- g. At the end of the probationary period, the mobile intensive care program then employing Ms. Rotella shall forward a progress report to the OEMS designee.

5. The parties agree that this settlement is made expressly between Ms. Rotella and the OEMS.
6. This Settlement Agreement is entered into in lieu of a final determination of such claims and allegations of fact as are contained in the aforementioned contested matter(s). The entering into, terms of, and promises exchanged in this Settlement Agreement are not intended to be and shall not be construed as, an admission or concession of any fact, claim or liability by Ms. Rotella or any party.
7. This agreement shall not waive any immunity available to Ms. Rotella as set forth in N.J.S.A. § 26:2K-14.
8. All parties are responsible for their own attorney's/court fees and costs in this matter. There is no fee and/or cost shifting.
9. A separate stipulation shall be signed by the parties dismissing this case with prejudice, which is incorporated herein as part of the agreement.
10. By their signature, each party signing this Settlement Agreement represents and warrants that they are authorized to execute this Agreement.
11. This settlement shall not constitute a precedent in this or any other matter, present, or future.



Terry Clancy, Ph.D, NRP  
Acting Director  
Office of Emergency Medical Services  
New Jersey Department of Health



Maria Rotella