

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this 4th day of April, 2018, by and among **THE DEPARTMENT OF HEALTH (“DOH”), OCEAN COUNTY COLLEGE (“OCC”)** and **MONMOUTH OCEAN HOSPITAL SERVICE CORPORATION (“MONOC”)** (OCC and MONOC are hereinafter collectively referred to as “Petitioners”).

WITNESSETH:

WHEREAS, on April 28, 2015, DOH filed a Notice of Proposed Revocation of Paramedic Clinic and Didactic Training Sites: Investigation Control Number 2014-011B (“Proposed Revocation”) against Petitioners; and

WHEREAS, Petitioners have contested the Proposed Revocation and requested a hearing before an administrative law judge; and

WHEREAS, the parties have agreed to amicably resolve their differences by the execution of this Settlement Agreement and the performance of the obligations and covenants contained herein.

NOW, THEREFORE, the parties agree as follows:

1. SETTLEMENT OF CLAIMS. The parties agree to settle all claims and disputes between them subject to the terms, conditions set forth herein, and the obligations imposed upon each of them as recited in this Agreement.

2. COMPLIANCE OFFICER. OCC shall, on or before May 31, 2018, hire a paramedic education compliance officer (“Compliance Officer”) to assist in fulfilling Petitioners’ obligations that are set forth herein. The Compliance Officer shall be an employee of OCC and shall be a person independent of each Petitioner prior to being so employed. The

Compliance Officer's employment shall be exclusively devoted to the duties set forth herein. Under no circumstances may OCC hire an individual who is or was an employee of OCC or MONOC or retained by either Petitioner in connection with its dispute of the Proposed Revocation or anyone involved in this matter or any related student matters. OCC shall provide the DOH with the name of the Compliance Officer within seven (7) days of the appointment of same. OCC may replace the Compliance Officer so retained at any time, in its discretion provided that it notifies DOH within seven (7) days of the appointment of a new Compliance Officer and the new Compliance Officer meets the qualifications specified above.

3. TERM. The Term of this Agreement and the obligations imposed upon the Petitioners shall commence upon the execution of this Settlement Agreement by all parties and shall terminate upon the later to occur of: (a) three (3) years from the date this Settlement Agreement is executed; or (b) when all students enrolled in two sessions of paramedic education classes complete the paramedic education program. Students who are discharged from the program for academic or other causes or who voluntarily withdraw from the program shall not be considered when determining the duration of the Term.

4. INITIAL COMPLIANCE PLAN. Within the first one hundred eighty (180) days of the execution of this Settlement Agreement, the Compliance Officer will perform a risk analysis of the paramedic education program offered by the Petitioners ("Risk Analysis"), prepare a compliance plan ("Compliance Plan"); and submit the Risk Analysis and Compliance Plan to the DOH. The Compliance Officer can perform the Risk Analysis as he or she deems appropriate. The Compliance Plan shall include at a minimum the following elements, the contents of each element shall be within the discretion of the Compliance Officer:

(a) Comprehensive operating policies and procedures that have been reviewed by the Compliance Officer for quality, consistency and accuracy to ensure compliance with paramedic education accreditation standards as set forth by the National Registry of EMT's (NREMT), the Committee on Accreditation of Educational Programs for the EMS Professions (CoAEMSP) and the Commission on Accreditation of Allied Health Education Programs (CAAHEP), all in accordance with [Federal] and New Jersey laws and regulations, and specifically including N.J.A.C. 8:41A-1.1, *et seq.*, pertaining to the paramedic education programs.

(b) Detailed paramedic education training including compliance training that addresses gaps identified through the completed Risk Analysis.

(c) Detailed oversight of the paramedic education program to include continual monitoring and auditing practices to ensure identified violations of the New Jersey Administrative Code, N.J.A.C. 8:41A-1.1, *et seq.* are not repeated. Additionally, the Compliance Officer shall include in the Compliance Plan and implement detailed procedures for the oversight of monitoring student progress throughout the paramedic education process. Throughout the duration of the Term, the paramedic education program shall report to the Administrator of Allied Health of OCC.

(d) Established remediation plan in the event that the paramedic education program fails to adhere to the elements set forth in paragraphs (a) through (c) including any policies and procedures of the paramedic education program, [federal] and state laws, regulations and accrediting and licensing standards relevant to the paramedic education program.

(e) The above elements shall be the minimum components of the Compliance Plan and additional components may be added at the discretion of the Compliance Officer.

5. ADDITIONAL REQUIREMENTS. Thirty (30) days after the submission of the Compliance Plan to the DOH, and on the first day of each month thereafter for the duration of the Term, the Compliance Officer shall provide DOH with a report (the "Compliance Report") on the Petitioners' compliance with this Settlement Agreement. Each monthly Compliance Report shall identify and describe actions taken to ensure the operation of the paramedic program is consistent with the Compliance Plan and any deviations therefrom. The Compliance Report shall also include specific student progress reports including the didactic category, paramedic education program competency portfolio to include laboratory, clinical, and capstone internship. Any identified deviations from N.J.A.C. 8:41A-1.1, *et seq.* or the Compliance Program shall include remediation measures undertaken to correct it.

6. WITHDRAWAL OF PROPOSED REVOCATION; FUTURE ENFORCEMENT ACTION.

Upon execution of this Settlement Agreement, DOH will issue a letter to the Petitioners withdrawing the Proposed Revocation and Petitioners shall withdraw their request for a hearing. DOH agrees not to reinstate any of the charges set forth in the Proposed Revocation otherwise as set forth herein. Failure of the Petitioners to comply with any of the terms of this Settlement Agreement or the Compliance Plan shall constitute a violation of this Settlement Agreement. The DOH may only reinstate the Proposed Revocation if Petitioner:

(a) Fails to perform and/or submit a Risk Analysis pursuant to paragraph 4 of this agreement; and/or

(b) Fails to perform and/or submit a Compliance Plan pursuant to paragraph 4(a)-(e) of this agreement; and/or

(c) Fails to perform and/or submit a Compliance Report pursuant to paragraph 5 of this agreement; and/or

(d) Fails to hire a Compliance Officer pursuant to paragraph 2 of this agreement; and/or

(e) (1) Fails to comply with the recommendations of the Compliance Officer in a remediation plan within 30 days; and/or

(2) Deficiencies are noted in the Compliance Report and the Compliance Report fails to include a remediation plan, and

(3) In the case of either (e)(1) or (e)(2) the failure to act or the conduct in question constitutes a violation of N.J.A.C. 8:41A-1.1 *et seq.*

7. FURTHER PROCEEDINGS. The execution and performance of this Agreement by the Petitioners is not and shall not be construed to be an admission or evidence of any wrongdoing, fault or liability on the part of the Petitioners, their representatives, agents, partners, officers, shareholders, directors, employees or affiliates. Nor shall this Agreement constitute precedent in any subsequent matter involving these or any other parties. In the event that this Agreement is not fully executed and approved by all parties hereto, this Settlement Agreement shall become null and void and shall neither constitute an admission of any party, nor be referred to by any party in any subsequent legal proceeding for any purpose whatsoever. This Agreement shall be construed fairly, according to the plain language of its terms and not for or against any party hereto. This Agreement shall be construed without regard to any presumption or

other rule requiring construction against the parties who caused it to be drafted. It is agreed by the parties hereto that nothing contained in this Settlement Agreement supersedes, diminishes, or changes the DOH's authority to fulfill its duties pursuant to N.J.A.C. 8:41A-1.1, *et seq.*

8. ADDITIONAL PROVISIONS.

(a) This Agreement 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.

(b) In the event that any provision of the Agreement is unenforceable under applicable law, that provision shall not affect the validity or enforceability of the remaining provisions. To the extent that any provision of this Agreement is judicially determined to be unenforceable because it is over broad, that provision shall be limited to the extent required by applicable law and enforced as so limited.

(c) No modification, waiver, amendment or discharge of this Agreement shall be valid unless it is in writing and signed by the Party against which enforcement of such modification, amendment or discharge is sought.

(d) The Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

(e) This Agreement shall be interpreted, governed, and construed under the laws of the State of New Jersey.

(f) The Parties hereby waive any claim for payment of counsel fees incurred with this settlement.

(g) By their signature, each party signing this Settlement agreement represents and warrants that they are authorized to execute this Agreement.

(h) The Parties hereby state that they are signing this Agreement voluntarily, of free will and not under duress or coercion of any kind. The Parties acknowledge that:

(i) They have read this Agreement and it has been explained to them in full; and

(ii) They have been represented in the preparation, negotiations, and execution of this Agreement by legal counsel of their own choice; and

(iii) They understand the terms and consequences of this Agreement and of the release that it contains, and accept that they are knowingly and voluntarily giving up important legal rights by agreeing to such release; and

(iv) They are fully aware of the legal and binding effects of this Agreement; and

(v) They are completely satisfied that the Agreement is fair, reasonable and acceptable.

(i) This Agreement shall be effective only after it has been signed by both Parties and the Agreement may not be modified or amended except by a written instrument signed by all of the Parties hereto.

(j) This Settlement Agreement may be signed in counter parts and shall be deemed fully executed and effective when all parties have executed at least one of the counterparts, even though no single counterpart bears all such signatures. Facsimile and/or electronic signatures are acceptable and shall be treated as if they were originals.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written above.

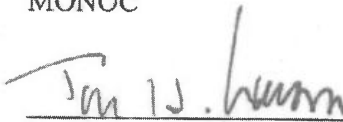
Date

Vincent Robbins
Petitioner, MONOC

Date

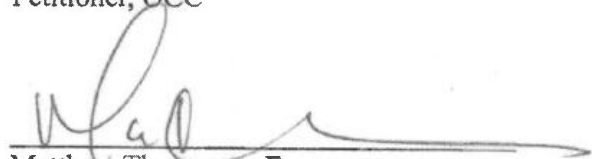
Jacob Perskie, Esq.
Attorney for Petitioner
MONOC

5/17/18
Date




Jon H. Larson, Ph.D. President, OCC
Petitioner, OCC

5/17/18
Date




Matthew Thompson, Esq.
Attorney for Petitioner
OCC

5/22/18
Date



Shereen Semple
Acting Assistant Commissioner
New Jersey Department of Health
Respondent

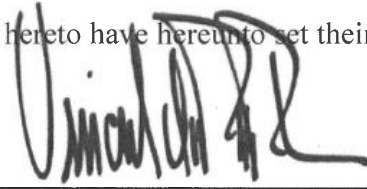
5/22/18
Date



Deborah Shane-Held, DAG
Attorney for Respondent
New Jersey Department of Health

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year written above.

4/11/208
Date



Vincent Robbins
Petitioner, MONOC

Date

Jacob Perskie, Esq.
Attorney for Petitioner
MONOC

Date

Patricia Fenn
Petitioner, OCC

Date

Matthew Thompson, Esq.
Attorney for Petitioner
OCC

Date

Shereen Semple
Acting Assistant Commissioner
New Jersey Department of Health
Respondent

Date

Deborah Shane-Held, DAG
Attorney for Respondent
New Jersey Department of Health