



State of New Jersey

DEPARTMENT OF HUMAN SERVICES

OFFICE OF PROGRAM INTEGRITY AND ACCOUNTABILITY

PO BOX 700

TRENTON, NJ 08625-0700

CHRIS CHRISTIE
GOVERNOR

KIM GUADAGNO
LT. GOVERNOR

ELIZABETH CONNOLLY
ACTING COMMISSIONER

FINAL AGENCY DECISION
OAL DKT. No. HSL 08843-2014
Agency DKT No. DHU #14-008

FOOTPRINTS TO RECOVERY,

Petitioner,

v.

**DEPARTMENT OF HUMAN SERVICES,
OFFICE OF LICENSING,**

Respondent.

A. INTRODUCTION

Footprints to Recovery sought to appeal the issuance of a cease and desist order by the Office of Licensing. The Department of Human Services had found that Footprints was in substantial noncompliance with its outpatient license by providing residential services, having failed to obtain prior approval to provide such a service.

Footprints to Recovery disputed the Office of Licensing's actions and requested an Office of Administrative Law (OAL) hearing to appeal the decision. The appeal was transmitted to the OAL on July 3, 2014, as a contested case. Prior to a hearing on the matters under dispute, the parties negotiated a settlement to resolve their differences.

B. THE INITIAL DECISION

On March 21, 2017, the Administrative Law Judge (ALJ) received the Settlement Agreement, at which time the ALJ reviewed the terms of settlement and found that it fully disposed of all the issues in controversy in accordance with the law.

The agreement, which is fully incorporated into this Final Agency Decision by reference, was voluntarily entered into by both parties. The Office of Licensing, represented by the Attorney General's office, and Footprints to Recovery, represented by legal counsel, reached the settlement in negotiation together. The settlement was presented to the ALJ for review.

The ALJ **FOUND** that the settlement was entered into voluntarily by the parties; that it fully disposed of all issues in dispute; and that it is consistent with the law. The ALJ **CONCLUDED** that the settlement agreement should be approved and **ORDERED** that the parties comply with the settlement terms. The ALJ ended the proceedings, issuing his initial decision to the Director of the Office of Program Integrity and Accountability for her consideration.

C. EXCEPTIONS

No exceptions were submitted.

D. FINAL DECISION

Careful consideration was given to the ALJ's Initial Decision and the Settlement Agreement by the Office of Program Integrity and Accountability. On behalf of the Department of Human Services and pursuant to N.J.A.C. 1:1-18.1(f), I concur with the ALJ's findings. Therefore, the ALJ's Initial Decision, encompassing the Settlement Agreement, attached hereto, is hereby **AFFIRMED** as the Department's Final Agency Decision in this matter.



Lauri Woodward, Director
Office of Program Integrity and Accountability

Date: 4/27/17



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. HSL 8443-14

AGENCY DKT. NO. 14-008

FOOTPRINTS TO RECOVERY,

Petitioner,

v.

OFFICE OF LICENSING,

Respondent.

Gene Rosenblum, Deputy Attorney General, for petitioner (Christopher S. Porrino, Attorney General of New Jersey, attorney)

Lawrence Wohl, Esq., for respondent (Archer & Greiner, P.C., attorneys)

Record Closed: March 21, 2017

Decided: April 10, 2017

BEFORE **JOSEPH A. ASCIONE**, ALJ:

PROCEDURAL HISTORY

This matter was transmitted to the Office of Administrative Law (OAL) on July 3, 2014, for determination as a contested case, pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.

STATEMENT OF THE CASE

On March 21 2017, the parties filed a fully executed Settlement Agreement (J-1).

I have reviewed the record and the terms of settlement and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures and/or their representatives' signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.


I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

I hereby **FILE** my initial decision with the **DIRECTOR OF THE OFFICE OF PROGRAM INTEGRITY AND ACCOUNTABILITY** for consideration.

This recommended decision may be adopted, modified or rejected by the **DIRECTOR OF THE OFFICE OF PROGRAM INTEGRITY AND ACCOUNTABILITY**, who by law is authorized to make a final decision in this matter. If the Director of the Office of Program Integrity and Accountability does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

April 10, 2017 _____

DATE



JOSEPH A. ASCIONE, ALJ

Date Received at Agency:

4/12/17

Date Mailed to Parties:

/lam

LIST OF EXHIBITS

J-1 Settlement Agreement

RECEIVED
2017 MAR 21 A 8:47
STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

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Department of Human Services,
Office of Licensing

By: Gene Rosenblum
Deputy Attorney General
(609) 292-6120

)	STATE OF NEW JERSEY
Footprints Hamilton Operations,)	
D/B/A Footprints to Recovery,)	OFFICE OF ADMINISTRATIVE LAW
)	OAL Docket No.: HSL 08443-14
Petitioner,)	
)	
v.)	
)	
Office of Licensing,)	
New Jersey Department of)	
Human Services,)	Settlement Agreement
)	
Respondent.)	

Footprints Hamilton Operations, LLC, d/b/a Footprints to Recovery (FID #463135021) (hereinafter, at times, "Petitioner" or "Footprints"), being represented by Lawrence C. Wohl, Esq.; and the New Jersey Department of Human Services, Office of Program Integrity and Accountability ("OPIA"), Office of Licensing ("OOL"), represented by Christopher S. Porrino, New Jersey Attorney General, Gene Rosenblum, Deputy Attorney General, appearing, (collectively "the parties") having agreed to resolve their differences reasonably and amicably without adjudication of the appeal and having resolved the matter to

Settlement Agreement
Footprints v. OOL, New Jersey Department of Human Services
OAL Dkt. No. HSL 08443-14

their satisfaction, hereby set forth their full and complete agreement ("Settlement Agreement") as follows:

WHEREAS on November 21, 2013, OOL issued a license to Footprints to operate an outpatient substance abuse treatment facility; and

WHEREAS on May 15, 2014, OOL issued a Cease and Desist Order ("Order") to Footprints. The Order notified Footprints of OOL's determination, after an inspection conducted on April 22, and 23, 2014 and a review of documents, that Footprints was in substantial non-compliance with N.J.A.C. 10:161A, Standards for Licensure of Residential Substance Use Disorders Treatment Facilities, and N.J.A.C. 10:161B, Standards for Licensure of Outpatient Substance Abuse Treatment Facilities. OOL alleged that Footprints was providing residential services under its outpatient license, and that it failed to obtain prior approval to initiate a new service and was operating an unlicensed service. The Order imposed on Footprints an immediate curtailment of admissions of new clients or re-admissions of former clients. The Order also prohibited Footprints from promoting, marketing, or otherwise marketing itself as a residential substance abuse treatment facility; and

WHEREAS by letter of May 16, 2014, counsel for Footprints appealed the Order, contested its findings, asserted that Footprints was in compliance with the applicable regulations, and sought an emergent stay; and

WHEREAS by letter of May 22, 2014, OPIA's Director proposed to grant a stay of the Order provided that Footprints agreed to adhere to certain specified conditions; and

WHEREAS by letter of June 11, 2014, counsel for Footprints maintained its appeal and stated that Footprints would cooperate

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with the conditions specified in the May 22, 2014 letter until the issuance of a final agency decision; and

WHEREAS OOL transmitted the matter as a contested case to the Office of Administrative Law ("OAL") for hearing in the matter of Footprints v. OOL, OAL Docket No.: HSL 08443-14; and

WHEREAS Petitioner and OOL desire to amicably resolve the disputes between them giving rise to the contested case, in the matter of Footprints v. OOL, OAL Docket No.: HSL 08443-14, and have reached a mutually acceptable resolution of the controversy that exists between them with respect to that matter;

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, and for good cause, the parties agree to settle their dispute in the matter of Footprints v. OOL, OAL Docket No.: HSL 08443-14, on the following terms:

1. Footprints shall withdraw with prejudice the request for an administrative hearing before the OAL in the matter of Footprints v. OOL, OAL Docket No.: HSL 08443-14, and agrees not to reinstate it, and the parties agree that the contested case, Footprints v. OOL, OAL Docket No. HSL 08443-14, upon withdrawal by Footprints shall be dismissed with prejudice. This withdrawal is predicated on all parties having signed the Settlement Agreement, and Footprints having received issuance of license 2000585 with no conditions, to operate the outpatient Substance Abuse Treatment Facility pursuant to paragraph 2 of this Settlement Agreement.

2. OOL will issue to Footprints a license with no conditions pursuant to N.J.A.C. 10:161B within 15 business days of (a) the effective date of this Settlement Agreement, or (b) receipt by

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OOL of the certification of Yitzchok Rokowsky required by paragraph 3 of this Settlement Agreement and of official documentation that Footprints Hamilton Lodging LLC has been dissolved as required by paragraph 4 of this Settlement Agreement, whichever occurs later. OOL may thereafter inspect Footprints as needed to review compliance with the applicable regulations and this Settlement Agreement.

3. Within 14 days of the effective date of this Settlement Agreement, Footprints, through its Managing Director, Yitzchok Rokowsky, shall certify to OOL that:

- A. Footprints Hamilton Operations LLC has terminated any contract between Footprints and any other entity to provide housing for Footprints' clients, and has ceased providing housing for the clients of its outpatient substance abuse treatment facility;
- B. Footprints does not provide any subsidy to any client for housing, nor to any entity providing housing for any client;
- C. Footprints does not have any financial arrangement with any entity which provides housing for any of its clients;
- D. Footprints does not provide any substance abuse treatment service that is not listed in its outpatient substance abuse treatment facility license issued by the DHS pursuant to N.J.A.C. 10:161B-1.1 et seq.;
- E. Footprints does not market, promote or otherwise advertise that Footprints has a residential component, or provides housing, or is associated with a residence or provides services which it is not licensed to

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provide, provided however that Footprints may maintain a list of unaffiliated residences and share it with its clients or its clients' families if the list does not market, promote or otherwise advertise that Footprints has a residential component.

4. Within 14 days of the effective date of this Settlement Agreement, Footprints shall submit to OOL official documentation that the Footprints Hamilton Lodging LLC has been dissolved.

5. Footprints agrees that it will not contract with any other entity to provide housing for Footprints' clients, and agrees that it will not provide for such housing for the clients of its outpatient substance abuse treatment facility or for its clients' families, directly, or pursuant to a contract with any entity, nor will it purchase, rent, or otherwise provide such housing.

6. Footprints agrees that it will not provide any subsidy to any client for housing, nor to any entity providing housing for any client, nor will it have any financial arrangement with any entity to which it refers any client for housing or which otherwise provides housing for any of its clients.

7. Footprints agrees that it will not provide any substance abuse treatment service that is not listed in its outpatient substance abuse treatment facility license issued pursuant to N.J.A.C. 10:161B-1.1 et seq.

8. Footprints agrees that it will not market, promote or otherwise advertise that Footprints has a residential component, or provides housing, or is associated with a residence, or provide subsidies to its clients or contract with an entity providing housing to its clients. Nothing contained in this

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Settlement Agreement shall preclude Footprints from maintaining a list of unaffiliated residences and sharing that list with its clients or its clients' families if the list does not market, promote or otherwise advertise that Footprints has a residential component;

9. Footprints agrees that it will remove any entity from any list of unaffiliated residences that it maintains and shares with its clients or its clients' families, upon notification by OOL or the Division of Community Affairs (DCA) that a State agency, including DCA, or a local governmental authority has determined that the entity is not in compliance with State statutes or regulations or with local ordinances, or has had its license or certificate of occupancy revoked or suspended pursuant to applicable State statutes or regulations or local ordinances.

10. Upon issuance to Footprints of the license with no conditions, Footprints releases and gives up any and all claims and rights which it may have against the Office of Licensing, the Office of Program Integrity and Accountability, the Division of Mental Health and Addiction Services, the New Jersey Department of Human Services, the State or any State employee, agent or representative. This releases all such claims, including those of which it 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 which were or could have been brought in the above-captioned matter. This release includes all claims, demands, compensatory, incidental, and punitive damages or any other 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

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Jersey Developmental Disabilities Rights Act, the New Jersey Law Against Discrimination, the Americans with Disabilities Act, 42 U.S.C. 1983, the Social Security Act, Medicaid Act, Section 504 of the Rehabilitation Act of 1973, 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.

11. This Settlement Agreement is not an indication of the validity of Petitioner's or OOL's claims in this contested case and shall not constitute a precedent in this or any other matter, present or future. To the extent that there is a change in statute or regulation eliminating the prohibition on outpatient substance abuse providers' arranging for or providing housing to clients, then Footprints may seek approval from OOL to arrange for or provide housing to clients in compliance with the new statute or regulation.

12. This Settlement Agreement shall be construed fairly, according to the plain language of its terms and not for or against any party hereto. This Settlement Agreement is a

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product of all parties and no party shall be deemed to have drafted it.

13. 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, including attorneys' fees.

14. This Settlement 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.


15. This Settlement Agreement will be effective only after it has been signed by all parties, and the effective date of this Settlement Agreement shall be the date on which the final signature is added. This Settlement Agreement may not be modified or amended except by a written instrument signed by all of the parties hereto.

16. This Settlement Agreement shall be binding on Footprints Hamilton Operations, LLC. d/b/a Footprints to Recovery, and on their principals, directors, officers, heirs, executors, personal representatives, agents, successors, assigns, trustee in bankruptcy or any other trustee, and any receiver appointed pursuant to a proceeding in law or equity. The signers on behalf of Footprints Hamilton Operations, LLC certify that the signers have full authority to sign this Settlement Agreement on behalf of Footprints Hamilton Operations, LLC.

17. This Settlement Agreement shall be governed by the laws of the State of New Jersey.

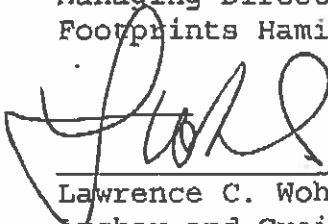
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18. The undersigned Managing Director of Footprints, is signing this Settlement Agreement voluntarily, of free will and not under duress or coercion of any kind.




Yitzchok Rokowsky,
Managing Director,
Footprints Hamilton Operations, LLC d/b/a Footprints to Recovery

2/25/17
Date



Lawrence C. Wohl, Esq.
Archer and Greiner, PC
Attorney for
Footprints Hamilton Operations, LLC

3/2/17
Date



Lauri Woodward
Director
Office of Program Integrity and Accountability
New Jersey Department of Human Services

3/14/17
Date