



State of New Jersey

CHRIS CHRISTIE
GOVERNOR

DEPARTMENT OF HUMAN SERVICES
OFFICE OF PROGRAM INTEGRITY AND ACCOUNTABILITY
PO BOX 700
TRENTON, NJ 08625-0700

KIM GUADAGNO
LT. GOVERNOR

ELIZABETH CONNOLLY
ACTING COMMISSIONER

FINAL DECISION
OAL DKT. No. HSL 03576-16
Agency Case No. DHU #16-002

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

v.

ALICE BRAZDON,
Respondent.

A. INTRODUCTION

Alice Brazdon brought an appeal of the revocation of her license to operate a Community Care Residence by the Department of Human Services. The revocation action was brought by the Office of Licensing based upon an investigation by the Special Response Unit that substantiated neglect of two individuals entrusted to her care.

Alice Brazdon disputed the revocation of her license and requested an Office of Administrative Law (OAL) hearing to appeal the decision. Her appeal was transmitted to the OAL on March 7, 2016, as a contested case. Prior to a hearing, the parties negotiated a settlement of this matter.

B. THE INITIAL DECISION

On August 4, 2017, the Administrative Law Judge (ALJ) received the Settlement Agreement. The ALJ reviewed the record and 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 Alice Brazdon reached the settlement.

The settlement stipulates that the original February 10, 2016 penalty letter to Alice Brazdon is to be amended in return for Brazdon's voluntary relinquishment of her license to operate a Community Care Residence and agreement not to re-apply for another such license. The Settlement Agreement includes the closure of Alice Brazdon's file in the Office of Licensing and, therefore, the dismissal of the matter of controversy, upon which the appeal was based.

The ALJ **FOUND** that the settlement was entered into voluntarily by the parties; that it fully disposed of all issues in dispute, and that is consistent with the law.

C. EXCEPTIONS


None submitted.

D. FINAL DECISION

Careful consideration was given to the ALJ's Initial Decision, the Settlement Agreement and the entirety of the OAL file by the Office of Program Integrity and Accountability, on behalf of the Department of Human Services. Pursuant to N.J.A.C. 1:1-18.1(f), I concur with the ALJ's findings that the Settlement Agreement, as a matter of law, should be approved. The Initial Decision contains a typographical error that must be modified, however. In the Initial Decision, the Administrative Law Judge writes, "If the Director of the Division of Medical Assistance and Health Services does not adopt, modify or reject this decision within forty-five days" The Division of Medical Assistance and Health Services is not a party to this matter; however, as is noted in the sentence preceding this one, the Director of the Office of Program Integrity and Accountability is the designee of the Commissioner of the Department of Human Services and is authorized to make the final decision in this matter. The quoted sentence should delete the "Director of the Division of Medical Assistance and Health Services" and add the "Director of the Office of Program Integrity and Accountability."

Therefore, the ALJ's Initial Decision, encompassing the Settlement Agreement, attached hereto, is hereby **MODIFIED (to correct the typographical error) AND AFFIRMED (as to matters of law)** as the Department's Final Agency Decision in this matter.

Date: 9/15/17


Lauri Woodward, Director
Office of Program Integrity and
Accountability



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. HSL 03576-16

AGENCY DKT. NO. DHU 16-002

OFFICE OF LICENSING,

Petitioner,

v.

ALICE BRAZDON,

Respondent.

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

Alice Brazdon, respondent, pro se

Record Closed: August 7, 2017

Decided: August 8, 2017

BEFORE JEFFREY R. WILSON, ALJ:

This matter was transmitted to the Office of Administrative Law on March 7, 2016, 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.

The parties agreed to a settlement of all issues in dispute and have prepared a Settlement Agreement (J-1), which is attached and fully incorporated herein.

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 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.

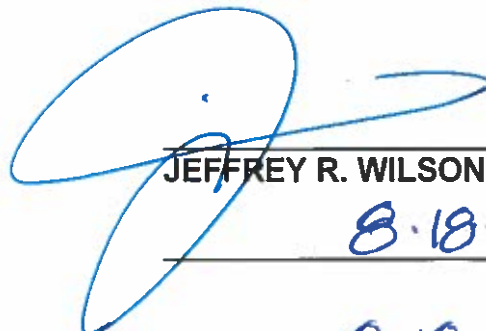
I hereby **FILE** my initial decision with the **DIRECTOR OF THE OFFICE OF PROGRAM INTEGRITY AND ACCOUNTABILITY** for consideration.

This recommended decision may be adopted, modified or rejected by the **DIRECTOR OF THE OFFICE OF PROGRAM INTEGRITY AND ACCOUNTABILITY**, the designee of the Commissioner of the Department of Human Services, who by law is authorized to make a final decision in this matter. If the Director of the Division of Medical Assistance and Health Services 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.

8-8-17
DATE

Date Received at Agency:

Date Mailed to Parties:



JEFFREY R. WILSON, ALJ
8-18-17

8-18-17

JRW/dm

APPENDIX

LIST OF EXHIBITS

Jointly Submitted:

- J-1 Settlement Agreement, received by the Office of Administrative Law on August 4, 2017



State of New Jersey

OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF LAW
25 MARKET STREET
PO Box 112
TRENTON, NJ 08625-0112

CHRISTOPHER S. PORRINO
Attorney General

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

MICHELLE L. MILLER
Acting Director

July 28, 2017

Via Regular Mail

Honorable Jeffrey Wilson
Administrative Law Judge
Office of Administrative Law
1601 Atlantic Avenue, Sixth Floor
Atlantic City, NJ 08401

Re: Alice Brazdon v. Office of Licensing
Docket No. HSL 03576-2016 S

RECEIVED
2017 AUG - 4 A 11: 51
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

Dear Judge Wilson:

Enclosed please find a copy of an executed Settlement Agreement regarding the above-referenced matter. Kindly dismiss this matter pursuant to same.

I thank you in advance for your consideration.

Respectfully submitted,

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY

By: Caroline Gargione
Caroline Gargione
Deputy Attorney General

cc: Alice Brazdon, pro se (via regular mail)



RECEIVED

Exhibit: J-1

Date: 8-4-17

I: _____

E: _____

JUL 13 2017

DEPT OF HUMAN SERVICES
OFFICE OF LICENSING

CHRISTOPHER S. PORRINO
ATTORNEY GENERAL OF NEW JERSEY
R.J. Hughes Justice Complex
25 Market Street
P.O. Box 112
Trenton, New Jersey 08625
Attorney for Respondent
Department of Human Services,
Office of Licensing

By: Caroline Gargione
Deputy Attorney General
Attorney ID No. 022541993
(609) 292-8555

2017 AUG -4 A 11:51
RECEIVED
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

_____)	
ALICE BRAZDON,)	STATE OF NEW JERSEY OFFICE
)	OF ADMINISTRATIVE LAW
)	OAL DKT. NO.: HSL 03576-2016 S
Petitioner,)	
)	SETTLEMENT AGREEMENT
v.)	
)	
STATE OF NEW JERSEY,)	
DEPARTMENT OF HUMAN SERVICES)	
OFFICE OF LICENSING,)	
)	
Respondent.)	
_____)	

This Settlement Agreement is entered into by and between Petitioner, Alice Brazdon ("Petitioner"), and Respondent, the New Jersey Department of Human Services, Office of Licensing, (OOL), represented by Christopher S. Porrino, Attorney General of New Jersey, by Caroline Gargione, Deputy Attorney General. Collectively, Petitioner and Respondent are hereafter referred to as "the Parties."

WHEREAS, OOL revoked Petitioner's license to operate a Community Care Residence for the developmentally disabled, by letter dated February 10, 2016, which explained the basis for the revocation;

WHEREAS, Petitioner initiated this matter by appealing OOL's February 10, 2016 decision to revoke her license to operate a Community Care Residence for the developmentally disabled; and

WHEREAS, OOL transmitted Petitioner's appeal to the Office of Administrative Law (OAL), where it was assigned OAL Docket Number HSL 03576-2016S; and

WHEREAS, a hearing has not yet been held on this matter; and

WHEREAS, the Parties have agreed to amicably resolve the appeal as set forth in this agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to settle their dispute on the following terms:

1. OOL shall:

- a. Issue an amended penalty letter that replaces the February 10, 2016 penalty letter. The letter shall include the following language:

The Office of Investigations advised the Office of Licensing that a serious incident occurred involving the individual receiving services for whom you were responsible. Contingent upon your signing of the settlement agreement resolving the OAL appeal under docket number HSL 03576-2016 S, this letter amends our previous letter concerning this matter.

In exchange for your agreement to voluntarily relinquish your license to operate a Community Care Residence for individuals with developmental disabilities, and to not apply for such a license in the future, the Office of Licensing will close your file.

- b. The amended penalty letter, as set forth in paragraph 1(a), shall only be issued after this Settlement Agreement is fully executed by the Parties.

2. As consideration for the OOL's issuance of an amended penalty letter:

- a. Petitioner will withdraw with prejudice her appeal of the February 10, 2016 revocation of her license to operate a Community Care Residence for the developmentally disabled;
 - b. Petitioner voluntarily relinquishes her license to operate a Community Care Residence for the developmentally disabled, and waives all appeal rights to challenge any OOL action taken with respect to her Community Care Residence license;
 - c. Petitioner will not apply for a license to operate a Community Care Residence for the developmentally disabled in the future. In the event that such an application is submitted, Petitioner agrees that this Settlement Agreement shall be a sufficient basis to deny the application.
 - d. Through the date of this settlement agreement, Petitioner releases and gives up any and all claims and rights which she may have against the Department of Human Services, and the State or any State employee, agent or representative. This releases all claims, including those of which Petitioner 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 under State and Federal law including, but not limited to Title VII of the Civil Rights Act, the Americans with Disabilities Act, the New Jersey Law Against Discrimination, Section 504 of the Rehabilitation Act of 1973, the United States Constitution, the New Jersey Constitution, or any other State or Federal law, statute, rule or regulation, or tort law, contract law or the common law.
3. OOL and Petitioner agree that this Settlement Agreement shall not constitute, be interpreted or used as evidence of any admission of fact, law, responsibility, wrongdoing or liability on the part of any party, and shall not be referred to in any subsequent proceedings by any party other than to enforce the express terms of this Settlement Agreement. Nor shall this Settlement Agreement constitute precedent in any subsequent matter

involving these or any other parties. In the event that this Settlement 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. OOL and Petitioner agree that this Settlement Agreement shall be construed fairly, according to the plain language of its terms and not for or against any party hereto.

4. OOL and Petitioner agree that in the event that any provision of this Settlement Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this agreement shall continue in full force and effect without said provision.
5. OOL and Petitioner agree that 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.
6. OOL and Petitioner agree that this Settlement Agreement shall be effective only after it has been signed by both parties and that this Settlement Agreement may not be modified or amended except by a written instrument signed by all of the parties hereto.
7. This Settlement Agreement is expressly predicated upon Petitioner's withdrawing her appeal of the February 10, 2016 revocation of her license to operate a Community Care Residence for the developmentally disabled with prejudice.
8. Petitioner, Alice Brazdon, hereby states that she is signing this Settlement Agreement voluntarily, of free will and not under duress or coercion of any kind. Petitioner acknowledges that:
 - a. She has read this agreement and it has been explained to her in full;
 - b. She understands the terms and consequences of this Settlement Agreement 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;

c. She is fully aware of the legal and binding effects of this Agreement; and

d. She is completely satisfied that this Agreement is fair and reasonable and acceptable.

9. The parties are responsible for their own attorney fees and costs.

July 1, 2017
Date

Alice Brazdon
Alice Brazdon, Petitioner

7-13-17
Date

Christine Grogan
Christine Grogan, Interim Chief
Office of Licensing
Department of Human Services