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TAHESHA L. WAY <i>Lt. Governor</i>		DEBORAH ROBINSON <i>Director</i>

FINAL AGENCY DECISION

OAL DKT. NO. HSL 09630-22
AGENCY DKT. NO. 22-007

A.T.,
Petitioner,

v.

DEPARTMENT OF HUMAN SERVICES,
Respondent.

Thaddeus P. Mikulski, Jr., Esq., for petitioner (Law Office of Thaddeus P. Mikulski,
Jr., attorney)

Barkha Patel, Deputy Attorney General, for respondent (Matthew J. Platkin, Attorney
General of New Jersey, attorney)¹

Record Closed: June 4, 2024

Decided: August 12, 2024

INITIAL DECISION

Petitioner, A.T. (A.T. or petitioner), appeal the finding of respondent, the Department of Human Services (DHS), that she committed several acts of exploitation, as defined in N.J.A.C.

¹ Deputy Attorney General Andrew Munger substituted for Deputy Attorney General Barkha Patel during the hearing.

10:44D-1.2, against a service recipient of the Division of Developmental Disabilities (Division or DDD), and the decision of the DHS to place her name on the Central Registry of Offenders Against Individuals with Developmental Disabilities (Central Registry). N.J.S.A. 30:6D-77.

PROCEDURAL HISTORY

The DHS issued a written notice to A.T. informing her that her actions of exploitation met the statutory and regulatory requirements for placement of her name on the Central Registry. A.T. requested a hearing on the determination and the DHS transmitted the matter to the Office of Administrative Law (OAL), where it was filed on October 26, 2022, as a contested case. N.J.S.A. 52:14B-1 to -15; N.J.S.A. 52:14F-1 to -13. After several conference calls were held, and hearing dates were set, the respondent filed a motion for summary decision on February 27, 2024. The petitioner filed a response to the motion on March 13, 2024, and respondent filed its reply on March 18, 2024. The motion was denied, and the Order denying the motion was placed on the record on March 27, 2024.

A hearing was conducted on March 27, 2024, and March 28, 2024, after which the parties filed written submissions. The respondent submitted its closing brief on June 3, 2024, and petitioner submitted her closing brief on June 4, 2024. The record closed on June 4, 2024. On July 19, 2024, an extension was granted in this matter to file the Initial Decision.

FACTUAL DISCUSSION AND FINDINGS

The following is undisputed and the ALJ, therefore, found the following as **FACT**:

1. The petitioner, A.T., was employed as a direct support professional (DSP) by Legacy Life Solutions, LLC (Legacy) from August 2021 through January 31, 2022.
2. Legacy provides services to developmentally disabled adults and is subject to State regulations.
3. The petitioner received training in abuse, neglect, and exploitation from the College of Direct Support.

Testimony

Vanessa Kauffman (Kauffman) is an investigator with the Office of Program Integrity and Accountability. Her current position is quality assurance specialist (QAS) investigator. Kauffman has held this position for five years. She was also a DDD case manager for eleven years. As a QAS civil investigator she investigates abuse and exploitation cases. Kauffman initially receives a report from a supervisor, and she follows up by conducting an investigation. Kauffman assesses the information she obtains from the individuals she interviewed, weighs the evidence, and concludes by a preponderance of the evidence whether it is more likely than not that the individual committed the offense that they are alleged to have committed.

In this matter, Kauffman testified that she initially received an incident report from DDD recipient N.H.'s support coordinator and conducted an investigation. At the conclusion of her investigation she prepared a nine-page report. (R-1.) Kauffman concluded, based on documentary and testimonial evidence obtained in her investigation, that the allegations that

A.T. engaged in professional misconduct with N.H. were substantiated. Ms. Kauffman testified that the agency requested reimbursement from A.T. for purchases that include the following:

- 12/16/21: Aeropostale jacket—\$19.99
- 12/17/21: Wawa gas—\$37.95
- 12/22/21: Art of Salad for food—\$16.26
- 12/23/21: Five Below keychain—\$4.50
- 12/24/21: Turkey Salad Express for food—\$11.61
- 1/06/22: Panera for food—\$15.23
- 1/07/22: Amazon three Friends ChapSticks—\$12.78
- 1/13/22: Playa Bowls for food—\$8.52
- 1/13/22: Salad Works for food—\$13.31
- 1/14/22: Turkey Salad Express for food—\$14.11
- 1/19/22: Panera for food—\$10.29
- 1/28/22: Turkey Salad Express for food—\$13.97
- 1/28/22: Gloria Jeans Coffee for food—\$7.22 [R-1 at 4.]

This request was made in a letter dated February 10, 2022, from Legacy with the above itemized list requesting payment in the amount of \$185.74. (R-2.) Kauffman testified that A.T. sent the amount of \$185.74 via Zelle to Legacy. (R-3.) All the items paid for by N.H. were identified either by receipts or from N.H.'s bank account statement. (R-4.) Kauffman testified that she attempted to interview A.T. but was not allowed to do so based on the advice of her attorney.

Kauffman testified that A.T. was trained on how to prevent abuse, neglect, and exploitation. (1T 24:24–25.) Furthermore, on May 20, 2019, A.T. received training from the College of Direct Support specifically on how to prevent exploitation. (1T 25:1–9.) Kauffman testified that accepting gifts from N.H. was exploitation. (*Id.* at 16–17.) “By accepting gifts,” A.T. exploited N.H. (*Id.* at 21.) On February 1, 2022, the petitioner was informed by Legacy that she was terminated effective January 31, 2022. (R-5.) The reason given by Legacy for the termination of A.T. was “Medicaid falsification of records.” (*Id.* at 24–25.) Petitioner admitted clocking in when she was not providing a service to N.H. (R-5.) Kauffman testified that she substantiated A.T.'s exploitation of N.H. pursuant to Administrative Order 2.05, which states: “‘Exploitation’ is defined as any willful, unjust, or improper use of an individual or his/her property/funds, for the benefit or advantage of another; condoning and/or encouraging the exploitation of an individual by another person.” (R-1 at 3.) According to Kauffman, A.T. benefitted from eating meals and receiving gifts that totaled over \$100. (1T 27:19–20.) Kauffman admitted that A.T. was hired as a community-based support instructor and N.H. was an individual with developmental disabilities. (*Id.* at 21–25.)

On cross-examination, Kauffman could not recall if N.H. had difficulty in relationships with women. In Kauffman's investigative report it stated that “when interviewed, by the OI Investigator, Mayra Martinez, chief executive officer (CEO), Legacy Life Solutions, stated that Mr. H. reported that he was in love with A.T. even though A.T. has established boundaries.” (R-1 at 5.) Ms. Kauffman determined that certain items were purchased for N.H., and others for his apartment. A determination was also made that 50 percent of the food purchased should be reimbursed by A.T. (1T 33:1–3.) There was no history of discussing the difficulty that N.H. had feelings for A.T. or that N.H. was in love with A.T. N.H. had prepared a handwritten contract establishing boundaries. (R- 6.)

On redirect examination, Kauffman was presented with the handwritten contract signed by A.T. and N.H. (See R-6.) However, the supervisors were not aware that this existed. In addition, the supervisors were not aware of the food items and goods that N.H. purchased for A.T. The supervisors became aware when everything came to light in February 2022. (1T 35:7–22.) Kauffman testified that there was an incident that brought all of this to light. N.H. and A.T. went shopping, and he felt that A.T. did not feed him. N.H. thereafter requested a refund for half of the meals and return of the gifts from A.T. (1T 37:11–16.) According to Kauffman, “you are not supposed to accept meals or gifts from the individuals you serve.” (1T 38:4–6.) A.T. did not dispute the itemized charges that were determined as part of the exploitation in the amount of \$185.74. (R-1 at 4.)

Connie Jeremias (Jeremias) testified that she works for the DHS as a program director. She maintains and monitors fingerprints, drug tests, and compliance with the Central Registry. Their committee is a confidential committee. There are two people on the panel that determine exploitation, abuse, and neglect. The committee receives referrals of substantiation. Once they receive the referrals, they look at the initial incident report and at the investigation report. (1T 44:7–9.) According to Jeremias, exploitation is when a “paid caregiver or a volunteer takes from a service recipient receiving services anything of monetary value of \$100 or more.” (*Id.* at 12–14.) An example of exploitation is when someone goes to the grocery store and gets some items for a service recipient and some items for themselves. (1T 45:3–8.)

On cross-examination, Jeremias testified that intent is not mentioned in the statute. Based on what was presented to them in this case, Jeremias recommended that A.T.’s name be placed on the registry. They were able to substantiate the monetary value received by the petitioner as over \$100. According to Jeremias, any receipt of monetary benefit from the patient by the caregiver is exploitation. (1T 47:8–11.) Jeremias agreed that Administrative Order 2.05 defines exploitation as “Any willful, unjust or improper use of an individual or his property or funds for the benefit or advantage of another.” (1T 48:7–10.)

A.T. testified that at the time of the incident she was twenty-three years old and that she holds a Bachelor of Arts degree in psychology. A.T. began her master’s-degree program in the spring of 2021 at The College of New Jersey majoring in clinical mental health counseling. (1T 50:1–3.) A.T.’s graduate studies are currently on hold because she is unable to continue with internships. (*Id.* at 13–14.) Prior to this position she had community-based support experience for approximately eleven months. In that position she worked with individuals that were still living at home with their parents. They were between twenty and thirty years old. (1T 50:16–24.)

A.T. testified that she received online College Direct Support training in abuse, neglect, exploitation, and the electronic time-keeping system. (1T 51:24–25.) She received no in-person training. There was a video conference with CEO Martinez where A.T. and others were introduced to the company. There was also a thirty-minute video call with N.H. and Martinez to determine if A.T. was a match for N.H. After thirty minutes Martinez hung up, and A.T. and N.H. spoke for an additional ninety minutes. Monica Maniscalco is her direct supervisor. A.T. was provided with N.H.’s face sheet, and his Individualized Service Plan (ISP). (See R-7; R-8.) A.T. met N.H. in Freehold for the first time and testified that they just walked around getting to know each other. N.H. is forty- one years old. A.T. was not told that he had psychological issues or issues in relationships with women. (1T 55:1–7.)

A.T.'s working hours were seven hours, twice a week. The ISP goals identified were for N.H. to become more independent in communication, budgeting, shopping, and financial literacy. (R-8.) N.H. had a new apartment, which A.T. helped to decorate. A.T. helped with grocery shopping, budgeting, and finding things he needed for his apartment. (1T 56:4–12.) N.H. was employed by AMC Theatres in Brunswick Square Mall. (1T 57:1–2.) N.H. had issues with his supervisor in November 2021. (R-11.) He spoke a lot about A.T. at his job, to the point where his supervisor had to speak with him, as it was making others on the job uncomfortable. (1T 57:21–25.)

N.H. disclosed that his job coach treated him poorly during an interview. N.H. was applying for a promotion. A.T. felt, based on the conversation with N.H., that he was being discriminated against based on his disability. A.T. went to someone other than her supervisor to become N.H.'s job coach, because she did not communicate with her supervisor. (1T 58:14–24.) However, when her supervisor found out that she wanted the position of job coach, she informed A.T. that additional training was necessary before she could become a job coach. (1T 59:4–16.)

A.T. testified that in early December 2021 N.H. expressed that he had some affection for her. She said she told N.H. that she did not care for him the same way he did for her, and that they could just be friends. N.H. was hurt, but he understood. (1T 60:6–17.) A.T. testified that she had no intention of exploiting N.H. On December 16, 2022, while visiting Forever 21, a merchandise store at one of the malls they visited, N.H. insisted on paying for a jacket for A.T. A.T. testified that they both "bonded over flannel" and believed it was good for the winter. N.H. insisted that she try the jacket on, after which he insisted on paying for it. A.T. said she tried to stop him, but could not. A.T. said she did not benefit from the jacket and has not used it. (1T 62:1.) The following day, N.H. purchased gas for A.T.'s car. According to A.T., they mutually agreed that N.H. could buy her the gas. However, while at the gas station she realized that it was not a good idea on her part and that it was inappropriate. While searching for her card to pay for the gas, N.H. went ahead and paid for the gas. (1T 62:9–16.) A.T. testified that the only thing she had agreed that N.H. could pay for was the gas; however, after she made that decision she realized it was wrong. N.H. paid for the meals at restaurants, as well as a keychain, special cereal, and ChapSticks. (1T 63:3–11.)

When asked why she did not report these gifts to her supervisors, A.T. admitted that she made errors in judgement, which was a significant mistake. A.T. thought she could handle N.H. and testified that she deeply regrets it. (1T 64:1–11.) In November 2021 A.T. had a conversation with N.H.'s cousin "Jen." (1T 65:5.) Before N.H. moved into his apartment he lived at a family home. Jen did not think A.T. working with N.H. was a good idea because he has had trouble getting close to women in the past. (1T 66:1–5.) A.T. testified that in her "mindset," she thought she could "handle him."

N.H. was highly complementary. N.H. talked about tickets to the theatre, wrestling, and his job. They took walks in the park. N.H. loves his family but has difficulty communicating with them. A.T. felt that N.H. was alone and she wanted to be there for him. When N.H. first moved into the apartment he needed an emotional-support-animal letter from a therapist, and A.T. helped with obtaining the letter. They discussed rent, and she helped to ensure that he obtained an apartment that he could afford. N.H. would furniture shop and ask for A.T.'s opinion, but the ultimate decision was N.H.'s. A.T. helped to arrange the apartment. (1T 68:1–24.)

When A.T. started her position and was in training, she met with her supervisor once a week, and after six weeks they met once every three weeks. A.T. felt that N.H. complained about her in February 2022 because the last interaction with N.H. was not good. According to A.T.,

they had spent all day at the mall and it was getting late and N.H. wanted to have dinner. Since it was getting dark, she suggested that he go home and have dinner separately. N.H. did not like that. (1T 70:4–11.) Earlier in her employment, A.T. had a conversation with the owner of the company, Martinez, who told her she should be to N.H. whatever he wanted her to be, or something to that effect. (*Id.* at 20–24.) However, A.T. did not understand what that meant. A.T. admitted to telling N.H. that she was fabricating her time sheet and that they needed to keep it a secret. (1T 71:9–14.) A.T. admitted to fabricating her time sheet a “couple of times.” (*Id.* at 17.)

N.H. gave her a key to his apartment. Prior to taking the key, N.H. asked Martinez if it was okay to do so. Martinez stated, “do whatever you feel comfortable doing.” (1T 73:2–6.) N.H. also wanted to put A.T.’s name on his car insurance and life insurance policies, and she told him not to do so. There was no sex involved in the relationship. A.T. denied discussing her sexual preferences or intentionally wearing outfits that N.H. liked. A.T. testified that N.H. willingly bought things for her. According to A.T., when she repaid him, she was not admitting to exploitation, but felt that N.H. deserved the money back. (1T 75:1–6.) A.T. denied the allegations made by N.H.—that she held his hand, sat on his lap and kissed him, and tried on and modeled lingerie. (1T 75:24–25; 1T 76:1–2.)

A.T. testified that N.H. tried to explain the difficulty he had with female relationships, and, based on her “frame of mind and positive mindset,” she thought she could help break down those barriers that he would create with women and try to help him resolve it. N.H. felt it was necessary to create boundaries, and this led her to create the written contract. (1T 76:12–20.) Part of the contract for boundaries was also to help N.H. with panic attacks when she was not there. (R-6.) The goals she worked on included activities together, an exercise routine, and emotional regulation; bringing him out into the community; helping him remain competitive at his job and gain recognition; helping him to become more confident; and building his resume. A.T. said that they “socialized a lot.” (1T 79:1–25.)

A.T. testified that Legacy knew about N.H.’s behavioral needs and psychological condition and did not advise her of same. The issues that N.H. had with women were never communicated to her. She stated, “I went in blind, I was uneducated, I was uncertified, I have minimal experience, I didn’t know what I was doing and honestly, I just wanted to be there for him in any way and support him.” (1T 80:14–17.)

On cross-examination, A.T. admitted that she did not challenge the list of purchases alleged. (R-3.) However, A.T. stated that she was not there for the purchase of the key chain and ChapSticks. (P-1.) She admitted to receiving a key from N.H. She reiterates that the food and goods were never solicited by her, only the gas she had asked him to purchase. She did not dispute that N.H. paid for all the items listed in R-1. A.T. admitted that she did not disclose to anyone at her job the food or goods that N.H. purchased for her. A.T. admitted, “I knew it wasn’t appropriate and I did it anyway by mistake, I shouldn’t have done that and I regret doing that and should have went [*sic*] to my supervisors.” (1T 85:23–25.)

Monica Maniscalco (Maniscalco) works for Legacy as the executive director of training and program. She oversees the internal training of all staff members, as well as throughout the State so that they are compliant. This includes CPR certifications and anything required through the College of Direct Support. Maniscalco is also the regional supervisor and an instructor. Prior to this position she was a support coordinator and the director of an adult day care program. (2T 7:4–21.)

Legacy provides a wide array of services to include community-based support, academic

tutoring, driver's education, and housing. The referral from the DDD includes a request for services for the individual. Legacy then requests further documentation to include the ISP and the individual's Person-Centered Planning Tool (PCPT). (2T 8:10– 16.) These documents contain the clients' demographics, medical history, any behavior issues that they should know about, medical conditions, and certain life skills. The ISP contains all services that the individuals are receiving, and it gives an overview of what they are able to do independently or need assistance with.

The CEO & founder, Martinez, worked with N.H. prior to the case being assigned to A.T. The position and job description were posted for a community-based support instructor. (R-9.) Maniscalco did not interview A.T. for employment, as she was not part of the interviewing process. The team recommended A.T. and Maniscalco felt that she was qualified for the position, as she had prior experience as a direct support professional conducting services as a community-based supporter. Furthermore, A.T. completed many of the trainings through the College of Direct Support. (2T 11:16–23.) Maniscalco testified that part of the training is “course modules . . . , there's the ethical role of the DSP, the role of the DSP and then what is abuse, what is neglect and what is exploitation.” (2T 13:22–25.) It is also explained to the new hires that accepting gifts is not allowed. (2T 13:15–18.)

The service goals are dictated by the support coordinator, who would have consulted with the family, and they come up with the outcome. The supervisors would come up with strategies to achieve that outcome. (2T 15:11–16.) Maniscalco was A.T.'s direct supervisor. They met once a week and then once a month. A.T. was given her personal cell-phone number for off-hours contact. During their meetings, Maniscalco would ask how things were going. A.T. did not relay any issues with N.H. When asked about the issue with the job-coach incident for which A.T. was warned, Maniscalco said she was made aware of A.T.'s desire to become a job coach by “Dana.”² According to Maniscalco, A.T. should have come to her, but she did not. Had she done so, Maniscalco would have informed her of what she needed to do. The training for a job coach's position includes a four-day course through the Boggs Center as an employment specialist. A.T. was trying to help out, as she was concerned about N.H. and the current job coach. According to A.T., it “put Legacy in a fix because now we had to find somebody in order to fill that role.” (2T 18:1–6.) A.T. received a verbal warning for this. (See R-11.)

Maniscalco testified that she was never informed about N.H.'s crush on A.T. She was never told that A.T. needed help in establishing boundaries and a professional relationship with N.H. A.T. never told Maniscalco about the handwritten boundary contract, nor that N.H. was paying for her meals. Maniscalco testified that A.T. never told her that N.H. paid for gas for her car or that she felt uneasy, uncertain, or uncomfortable working with N.H. (2T 20:3–23.) According to Maniscalco, there are protocols for handling such a situation. Had Maniscalco been told what was going on, they would have had a meeting. Maniscalco would have informed her supervisor, and perhaps also involved the support coordinator. Possibly an internal disciplinary team meeting with the support coordinator, family, and participant could have been scheduled to see what could be changed. Ultimately, if they needed to, they could have removed A.T. from the case and either closed the case or assigned it to someone else. (2T 21:5–16.) If A.T. had said that N.H. had a crush on her, they would have removed her from the case. Maniscalco found out from her supervisor that A.T. was accepting gifts in the form of clothing, gas for her vehicle,

² The record was not clear who Dana is or her position at Legacy.

and food from N.H. A.T. was removed from her position, however, for Medicaid fraud, not exploitation. (2T 22:8–25.)

On cross-examination, Maniscalco admitted that A.T. was disciplined for not following protocol. Maniscalco admitted that there was a problem with N.H.'s job coach, which eventually led to a change in his job coach. She further admitted that the face sheet was changed subsequently in this case to reflect that N.H. should not be assisted by females. Maniscalco was asked about a report prepared by the DDD on February 3, 2022, stating that N.H. "has an extensive history with misreading social cues and falling in love easily with women in situations where he should not. He has lost several jobs due to this, and he also has some issues with his family because of it. S.C., Myra, and Anthony all agreed that N.H. should always have a male DSP, and also that N.H. should not meet with any female staff unless supervised." (2 T 27:6-14., P-1) Maniscalco said that this information was never conveyed to her. Nor was this information included in the ISP or the PCPT. (2T 27:3–4.) There was an Incident Report from the South River Police Department stating that a "Legacy representative interviewed N.H. and found the initial accusations to be full of discrepancies during their conversations." (P-3.) N.H. made allegations of inappropriate conduct by A.T., "including purchasing items and conversations that were sexual in nature." (*Ibid.*) Based on the issue that arose in this case, N.H.'s ISP and PCPT were revised. (2T 27:20–23.)

Additional Findings

It is the obligation of the fact finder to weigh the credibility of the witnesses before making a decision. Credibility is the value that a fact finder gives to a witness' testimony. Credibility is best described as that quality of testimony or evidence that makes it worthy of belief. "Testimony to be believed must not only proceed from the mouth of a credible witness but must be credible in itself. It must be such as the common experience and observation of mankind can approve as probable in the circumstances." *In re Estate of Perrone*, 5 N.J. 514, 522 (1950). To assess credibility, the fact finder should consider the witness' interest in the outcome, motive, or bias. A trier of fact may reject testimony because it is inherently incredible, or because it is inconsistent with other testimony or with common experience, or because it is overborne by other testimony. *Congleton v. Pura-Tex Stone Corp.*, 53 N.J. Super. 282, 287 (App. Div. 1958).

As the fact finder, the Administrative Law Judge (ALJ), had the ability to observe the demeanor and tone of all the witnesses. The ALJ found Vanessa Kauffman credible in how she conducted her investigation. The ALJ also found Connie Jeremias credible. The ALJ found Monica Maniscalco very credible. She testified calmly and directly and demonstrated that she approached her duties at Legacy in a professional manner. The ALJ found her credible when she testified that if A.T. had come to her with any of the issues with N.H., she would have either removed her from the case or worked out some resolution. The ALJ did not find A.T. credible when she testified that she felt uneasy and not sure how N.H. would have reacted to her rejection.

Having considered the testimonial and documentary evidence offered, **The ALJ FOUND as FACT** that between September 2021 and January 2022, A.T. worked as a caregiver and community-based support instructor for Legacy in Monmouth County. **The ALJ FURTHER FOUND as FACT** that N.H. is a DDD service recipient who resides in Freehold to whom A.T. provides services as caregiver. **The ALJ FURTHER FOUND as FACT** that while on duty, A.T. accepted gifts, meals, gas for her car, and other goods from N.H. in excess of \$100.

LEGAL ANALYSIS AND CONCLUSIONS

It is the policy of the State to provide for the protection of individuals with developmental disabilities. N.J.S.A. 30:6D-73(a). The New Jersey Legislature created the Central Registry to protect the legal rights and safety of individuals with developmental disabilities by identifying those caregivers who have wrongfully caused them injury, and then preventing such caregivers from again working with individuals with developmental disabilities. N.J.S.A. 30:6D-73; N.J.A.C. 10:44D-1.3.³ An individual will be listed on the Central Registry if he or she has committed an act of abuse, neglect or exploitation of an individual with a development disability. N.J.S.A. 30:6D-77(b). Pursuant to N.J.A.C. 10:44D-4.1(d), a substantiated case of exploitation includes “any single act or set of acts that dispossesses a service recipient or group of service recipients of a monetary value of \$100.00 or more.” Unlike allegations of abuse or neglect, the statute does not require a showing of intent when exploitation is alleged. A substantiation of abuse shall be based upon the preponderance of the evidence found during the investigation. N.J.A.C. 10:44D- 3.2.

Here, respondent produced evidence that the petitioner accepted gifts, clothing, food, and gas for her car in excess of \$100 from N.H., a DDD recipient. The petitioner acknowledged this when she reimbursed the \$185.74 to N.H. A.T. admitted that she knew that she was wrong and said that she “felt uneasy and uncertain about his reaction to rejection” when she accepted gifts, clothing, and goods. However, if A.T. felt uneasy, she could have asked her supervisor how to handle this situation, as this did not occur once, twice/ or even three times—there were thirteen different instances over a six-week period. In contrast, when N.H. wanted her to have a key to his apartment, she asked her supervisor if that was okay. When N.H. wanted to put A.T.’s name on his life insurance policy and his car insurance policy, she said no. A.T. further acknowledged that she knew that accepting the gifts was wrong and she made restitution without any question. Accordingly, **The ALJ CONCLUDED** that respondent has proven by a preponderance of the undisputed, credible evidence that petitioner exploited an individual with developmental disabilities, and her placement on the Central Registry was appropriate.

ORDER

For the reasons set forth above, **The ALJ ORDERED** that the determination to place A.T.’s name on the Central Registry is **AFFIRMED**. **The ALJ FILED** his Initial Decision with the **DIRECTOR OF THE OFFICE OF PROGRAM INTEGRITY AND ACCOUNTABILITY** for consideration. The recommended decision may be adopted, modified or rejected by the **DIRECTOR OF THE OFFICE OF PROGRAM INTEGRITY AND ACCOUNTABILITY**,

³ (1) For inclusion on the central registry in the case of a substantiated incident of abuse, the caregiver shall have acted with intent, recklessness, or careless disregard to cause or potentially cause injury to an individual with a developmental disability. (2) For inclusion on the central registry in the case of a substantiated incident of neglect, the caregiver shall have acted with gross negligence, recklessness, or in a pattern of behavior that causes or potentially causes harm to an individual with a developmental disability. (3) In the case of a substantiated incident of exploitation, the commissioner shall establish a dollar amount for inclusion on the central registry. N.J.S.A. 30:6D-77(b).

who by law is authorized to make a final decision in this matter. Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **ADMINISTRATIVE HEARINGS COORDINATOR, OFFICE OF PROGRAM INTEGRITY AND ACCOUNTABILITY**.

FINAL AGENCY DECISION

Pursuant to N.J.A.C. 1:1-18.1(f) and based upon a review of the extensive factual and legal reviewed in the ALJ's Initial Decision and the entirety of the OAL file (including the transcripts and exhibits); I concur with the Administrative Law Judge's findings and conclusions. **I CONCLUDE and AFFIRM** that the Department has met its burden of proving, by the preponderance of the evidence, that A.T. committed an act of exploitation against N.H., an individual with developmental disabilities, by accepting gifts, clothing, food, and gas for her car in excess of \$100. **I FURTHER CONCLUDE and AFFIRM** that A.T.'s placement on the Central Registry was appropriate.

Therefore, pursuant to N.J.A.C 1:1-18.6(d), it is the Final Decision of the Department of Human Services that **I ORDER** the placement of A.T. on the Central Registry of Offenders against Individuals with Developmental Disabilities.

Date: 9/25/2024



Deborah Robinson, Director

Office of Program Integrity and Accountability