



State of New Jersey
DEPARTMENT OF HEALTH
 OFFICE OF EMERGENCY MEDICAL SERVICES
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PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

KAITLAN BASTON, MD, MSc, DFASAM
Acting Commissioner

<p>In Re Licensure Violation:</p> <p>ANGELS OF MERCY NURSING SKILLS SCHOOL</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>ORDER TO CEASE USE OF ILLEGAL CONTRACTS AND PAY RESTITUTION</p>
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TO: Tameka Wiggins, Director
 Angels of Mercy Nursing Skills School
 505A White Horse Pike
 Atco, New Jersey 08004
Angelsofmercynursingschool@gmail.com

The Health Care Facilities Planning Act (N.J.S.A. 26:2H-1 et seq.) (the Act) provides a statutory scheme designed to ensure that all health care facilities are of the highest quality. Pursuant to the Act and N.J.A.C. 8:39-1.1 et seq. (General Licensure Procedures and Standards Applicable to All Licensed Facilities), the Commissioner of Health is authorized to inspect all health care facilities and to enforce the Standards for Licensure of Long-Term Care Facilities set forth at N.J.A.C. 8:39-1.1 et seq.

NATCEP Training Regulations

The New Jersey Department of Health ("Department") oversees long-term care facilities as well as the Nurse Aide Training and Competency Evaluation Program (NATCEP) for nurse aides within the state. Certified Nurse Aides (CNA) must complete the NATCEP training and successfully pass the Competency Evaluation Program (CEP) to acquire state certification.

Pursuant to N.J.A.C. 8:39-43.13, the Department is authorized to deny, suspend, or withdraw approval of a training program. See also 42 C.F.R. 483.151. In accordance with 42 C.F.R. 483.151(f)(2), “The State may withdraw approval of a nurse aide training and competency evaluation program or nurse aide competency evaluation program if the State determines that any of the applicable requirements of §483.152 or §483.154 are not met by the program.”

Pursuant to 42 C.F.R. 483.154 (c)(2), “No nurse aide who is employed by, or who has received an offer of employment from, a facility on the date on which the aide begins a nurse aide competency evaluation program may be charged for any portion of the program.” Moreover, N.J.A.C. 8:39-43.18(e) provides that, “If a nurse aide who is not employed, or does not have an offer to be employed as a nurse aide becomes employed by, or receives an offer of employment from, a licensed long-term care facility not later than 12 months after completing a nurse aide training and competency evaluation program, the facility shall provide for the reimbursement of reasonable costs incurred in completing the program. Such costs include, but are not limited to, tuition, testing, and fees for textbooks or other required course materials.” Furthermore, N.J.A.C. 8:39-43.18(g) provides that: “No nurse aide shall be required, as a condition of employment, to pay the cost of the training program in the event of voluntary or involuntary termination of employment.”

Facts

The Department has received credible evidence indicating that Angels of Mercy Nursing Skills School (“Angels of Mercy”) has been providing CNA training through its approved NATCEP program while requiring prospective CNAs to sign contracts that violate federal and state regulations. Specifically, Angels of Mercy has been requiring trainees to sign agreements that mandate reimbursement for the expenses of their CNA training if they leave their employment at facilities specified by Angels of Mercy within the first year working at the facility. The language in the contract titled “Education Reimbursement Agreement” states the following:

(b) Consideration: In consideration of Facility’s payment of Expenses, Trainee covenants and agrees to work for Facility during the one (1) year internship period commencing the first month after Trainee earns the CNA and ending on the one (1) year anniversary of this commencement date (the “Employment Period”) on the same terms and conditions as all other similarly situated employees of Facility.

...

(d) Reimbursement of Expenses: Trainee acknowledges that Facility and Training School is paying Trainee’s Expenses in order to ensure that Facility is able to hire qualified employees. As such, should Trainee decide not work for Facility upon earning a CNA License, or should Trainee’s employment with Facility terminate prior to the end of the Employment Period for any reason, including without limitation for cause, Trainee will be obligated to reimburse Angels of Mercy Nursing Skills School for all Expenses in the amount of \$4,801.00 paid on Trainee’s behalf as well as any costs associated

with enforcement of Section 1 of this Agreement and costs relating to finding a replacement for Trainee.”

In addition, a document titled “CNA Enrollment Agreement” states the following, “There is a non-refundable registration fee of \$750. This fee is not part of the tuition. The tuition will cover the entire program. The student is responsible for the remaining balance of tuition, books, and exam fees one week prior to the beginning of class.” In addition, the total to be paid by CNA trainees is \$4801. This enrollment agreement violates the regulations set forth above because, if the CNA is working at a facility, the facility is responsible for paying the costs.

Further, Angels of Mercy states that if the candidate wants a scholarship, they must sign an “Educational Agreement,” which includes a requirement that the student complete an “externship” at a specified facility for one year. The church associated with Angels of Mercy (Lions of Judah 7 Ministries) awards scholarships to 90% of Angels of Mercy students, which cover approximately 50% of the tuition, and then the specified facility pays the other 50%.

As set forth above, Angels of Mercy has been using contracts with prospective CNAs that are in violation of the law. Furthermore, the school has threatened individuals with a penalty of \$4800, the purported cost of tuition and fees, if they breach the terms of these illegal contracts. This is evidenced by a letter written by Tameka Wiggins, Executive Director of Nursing, to current students at Angels of Mercy, dated October 30, 2023, stating the following:

As you all know, Hammonton Center has stop accepting applications for CNA students as they have reached their full capacity of full-time positions. Since they are a part of our Training Partnership Program, we cannot send you to another facility until we have exhausted all the positions at Deptford Center first. The legal agreement you signed at the beginning of class cannot be broken without consent from both Lions of Judah 7 Ministries Board Members and Centers Health Corporate Contract Compliance Department. You must refrain from applying to another facility without our consent. To do so, would mean you have broken the agreement and are willing to pay the full amount of school tuition and fees \$4800 or be dismissed from class.

As set forth above, any facility which employs Angels of Mercy students is obligated by federal and state regulations to bear the expenses associated with the training of the CNAs. Accordingly, Angels of Mercy’s contracts with the specified facilities, and with the students and CNAs, and all efforts to enforce those contracts, violate the express federal and state regulations that pertain to the fees associated with nurse aide training for CNAs.

Furthermore, there is substantial evidence demonstrating that, if a student has been hired by a facility which contracts with Angels of Mercy or arranges for Angels of Mercy to train the candidate, and the facility does not make payment to Angels of Mercy by the end of the class, Angels of Mercy does not release the student’s skills test result until the facility pays the school.

The school's failure to release the skills test results prevents the student from taking the written or oral examination and attaining their certification.

The contracts and practices described above must be addressed before the Department will approve future training programs at Angels of Mercy.

In accordance with N.J.A.C. 8:39-43.11 and 43.12, any program conducting NATCEP training is mandated to maintain comprehensive student records for each participant, inclusive of statistical data for individual courses, along with an annual written evaluation report.

Order

As you were notified verbally on January 2, 2024, the Department orders Angels of Mercy to immediately cease using and enforcing contracts that require CNAs to reimburse Angels of Mercy for training fees.

In addition, the Department is ordering the following to be sent to Michael Toto (Michael.Toto@doh.nj.gov) and Lisa King (Lisa.King@doh.nj.gov) by January 15, 2024:

- A statement, executed by you, which specifically acknowledges that it is an offense for any person to offer for filing with a governmental agency any written instrument knowing that the instrument contains a false statement or false information, punishable by a fine and or imprisonment (N.J.S.A. 2C:28-3).
- A list of all facilities which have current or former arrangements with Angels of Mercy, Lions of Judah 7 Ministries, or with students or graduates of Angels of Mercy, to provide internships, externships or employ current or former students of Angels of Mercy. The list shall include all facilities that have partnered with Angels of Mercy to engage in such contracts with trainees. The list shall also include contact information, including address, telephone number and email address, and the dates during which the arrangements were, or are now, in effect. You must also provide copies of any contracts that you have with these facilities.
- A list of all the NATCEP classes that were conducted by Angels of Mercy.
- A list of all of the people trained in NATCEP classes at Angels of Mercy, and their contact information, including address, telephone number, and email address.
- A list of all the students at Angels of Mercy or CNAs who signed the illegal contracts described above, including their contact information.
- A list of all the students or CNAs who left employment or did not commence employment at facilities specified by Angels of Mercy and were sued by Angels of Mercy or by the specified facilities, for training fees, including their contact information.
- A list of all the students or CNAs who were sent demands for training fees, whether by email, letter, or otherwise, including their contact information.
- A list of all the students or CNAs who reimbursed Angels of Mercy for training fees, including their contact information, and the amount paid by the student or CNA.

- A draft letter sent to the Department for approval, which, upon Department approval, will be sent by Angels of Mercy to students currently and formerly at Angels of Mercy, stating the following:
 - The Department of Health has advised that if you have signed a CNA Training Agreement with Angels of Mercy prior to enrolling in Angels of Mercy CNA training class, the terms outlined in the agreement do not comport with the State and federal regulations and are not enforceable. (See 42 C.F.R. 483.154 (c)(2) and N.J.A.C. 8:39- 43.18(g))
 - CNAs and students are not required to pay Angels of Mercy, or specified facilities, training fees if they are employed by any long-term care facility or become employed by any long-term care facility within one year of completing CNA training.
 - Students and CNAs are not required, as a condition of employment, or as a condition of receiving a scholarship, to pay training fees in the event of voluntary or involuntary termination of internship or employment from a facility specified as an approved facility by Angels of Mercy.
 - CNAs and students may freely choose their places of internship, externship, and employment without the consent of Angels of Mercy.
 - CNAs and students are not required to reimburse facilities for training fees if they leave an internship, externship, or employment with such facilities at any time.
 - A notice as follows: Please advise Angels of Mercy that, if you have reimbursed Angels of Mercy for your training fees after leaving one of Angels of Mercy specified facilities, Angels of Mercy will return the money to you.
- A certification that all Skills exams will be administered on the date specified in Angels of Mercy's NATCEP application, which was approved by the Department. If trainees were scheduled for a skills exam on an approved date, and were not provided with the exam, you must inform the Department immediately of your proposed date for the skills exam. Skills examination results must be released immediately and may not be held pending payment by a facility.

In addition, the Department is ordering the following to be completed by January 31, 2024:

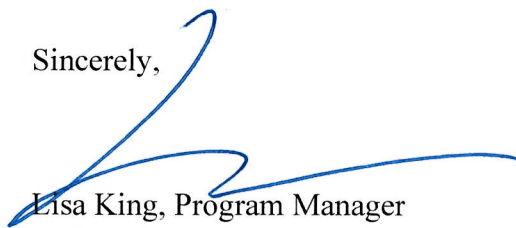
- The letter approved by the Department concerning the illegal contracts, to be sent to all current and former students and CNAs at Angels of Mercy who entered into the illegal contracts, with proof of delivery.
- Valid proof that Angels of Mercy has reimbursed all students and CNAs who paid Angels of Mercy for training fees pursuant to an agreement that the student or CNA must work at a facility specified by Angels of Mercy. If you provide proof of reimbursement via email, copy Michael Toto (Michael.Toto@doh.nj.gov) and Lisa King (Lisa.King@doh.nj.gov).
- A plan of correction demonstrating future training and contracts that fully comply with federal and state law. The plan of correction should include the following:
 - How corrective action will be accomplished for those CNAs found to have been affected by the deficient practice.
 - Address what measures will be put into place or systemic changes made to ensure that the deficient practice will not recur.

- Indicate how the facility plans to monitor its performance to make sure that compliance is ongoing.
- Include dates when corrective action will be completed.

Be advised that the Department will monitor compliance with this Order to determine whether corrective measures are implemented by the NATCEP and whether restitution is paid in a timely fashion. In addition, future NATCEP applications will not be approved by the Department until Angels of Mercy is compliant with the federal and state regulations. Failure to comply with these and any other applicable requirements, as set forth in pertinent rules and regulations, may result in the imposition of additional enforcement actions. Such actions may include suspension or termination of your training program. The Department reserves the right to pursue all other remedies available by law.

Your attention to this matter is anticipated. If you have any questions concerning the Order, please contact Lisa King, Office of Program Compliance, at Lisa.King@doh.nj.gov.

Sincerely,



Lisa King, Program Manager
Office of Program Compliance
Division of Certificate of Need and Licensing

LK:MT:nj
DATED: January 3, 2024
E-MAIL: angelsofmercynursingschool@gmail.com
Control #AX24001