



State of New Jersey
DEPARTMENT OF HEALTH

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PHILIP D. MURPHY
Governor

TAHESHA L. WAY
Lt. Governor

KAITLAN BASTON, MD, MSc, DFASAM
Commissioner

Angels of Mercy Nursing Skills School	:	NOTICE OF
	:	REVOCATION
	:	AND
(NATCEP School Code # 040064)	:	RIGHT TO HEARING
	:	

To: Tameka Wiggins, Director
Angels of Mercy Nursing Skills School
505A White Horse Pike
Atco, New Jersey 08004
Angelsofmercynursingschool@gmail.com

Dear Ms. Wiggins,

Please be advised that the Department of Health (Department) is hereby revoking the Department’s approval for Angels of Mercy Nursing Skills School to conduct a Nurse Aide in Long-Term Care Facilities Training and Competency Evaluation Program (NATCEP). However, Angels of Mercy shall immediately administer skills testing to all students who have attended its NATCEP classes.

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. Moreover, in accordance with 42 C.F.R. 483.151(f)(2), “[T]he 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.”

The Department is taking this action based upon the violations set forth below.

1. Failure to follow 42 C.F.R. 483.154 (c)(2) and N.J.A.C. 8:39-43.18 by requiring students to sign contracts to work at designated facilities for at least one year or to reimburse the school and the facility for the purported amount of tuition.

Pursuant to 42 C.F.R. 483.154 (c)(2), “[n]o 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, “[i]f 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. 8:39-443.18(g) provides that: “[n]o 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.”

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 these federal and State regulations. Specifically, Angels of Mercy required trainees to sign agreements that mandated reimbursement for the expenses of their CNA training if they left 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.

This agreement violates the regulations set forth above because, if the CNA is working at a facility, the facility is responsible for paying the costs, and a nurse aide shall not 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.

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 \$4,801. 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 stated that if the candidate wanted 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.

Thus, these Angels of Mercy contracts with prospective CNAs are in violation of the regulations set forth above.

Furthermore, the school has threatened individuals with a penalty of \$4,801, the purported cost of tuition and fees, if they breach the terms of these illegal contracts. This is evidenced by a letter written by Director Tameka Wiggins 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.

It must be noted that candidates who did not accept the scholarship, and instead paid for their own tuition, were charged only \$1,600.00 for tuition.

Pursuant to the State and federal regulations set forth above, any facility which employs Angels of Mercy students is obligated to bear the expenses associated with the training of the CNAs. Moreover, as provided by N.J.A.C. 8:39-43.18(g), “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.”

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.

2. Failure to follow N.J.A.C. 8:39-43.10 by delaying skills exams.

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 did not pay Angels of Mercy for the candidate's training by the end of the class, Angels of Mercy did not release the student's skills test result until the facility paid the school. Angels of Mercy also delayed students' ability to take the skills exams after class completion if the student had not secured an "externship" agreement with a long-term care facility. For these students, Angels of Mercy failed to administer the skills exam on the date that was approved by the Department on the class application. Because students must pass the skills exam before taking the written or oral exam, the school's failures to administer the skills exam on time and to release the skills test results prevented students from taking the written or oral examination and attaining their certification. This was evidenced by numerous student reports to the Department detailing instances where students either were not scheduled to take the skills exam upon completion of the NATCEP, or had their skills results held up until they provided proof that a facility would "sponsor" the candidate. Each of these incidents required Department intervention to resolve.

Angels of Mercy's delays in administering students' skills exams violate N.J.A.C. 8:39-43.10 (k), which provides that "[a]ny changes in a training program, such as changes in location, dates, times or instructors, shall be reported in writing, to the Certification Program at least 30 working days prior to the planned change. No change shall be implemented without the written approval of the Certification Program." Accordingly, Angels of Mercy is required to administer the skills exam on the date that is approved by the Department on the class application, and is not permitted to change its schedule unless approved in advance by the Department in accordance with the regulations.

3. Failure to comply with N.J.A.C. 8:39-43.10 by changing class schedules without Department approval.

Angels of Mercy failed to submit timely Change in Schedule forms for the classes approved for November 14, 2023 and November 13, 2023 with the Instructors Terry Lee and Erin Williams. This is evidenced by classes that were approved with start dates of November 14, 2023 and November 13, 2023, and with scheduled completion dates of December 29, 2023. These classes were both completed in late January 2024, but Angels of Mercy failed to submit timely Change in Schedule forms for these classes.

These actions violate N.J.A.C. 8:39-43.10 (k), which provides that "[a]ny changes in a training program, such as changes in location, dates, times or instructors, shall be reported in writing, to the Certification Program at least 30 working days prior to the planned change. No change shall be implemented without the written approval of the Certification Program."

4. Failure to comply with N.J.A.C. 8:39-43.10 (a) by conducting classes without Department approval.

Angels of Mercy conducted NATCEP classes beginning on November 14, 2023, November 11, 2023, and November 13, 2023 with the Instructors Georgian Johnson and Carla Holloway without securing the Department's approval in advance.

This violates N.J.A.C. 8:39-43.10 (a), which provides that “[w]ritten approval of the Department is required prior to enrollment of students and the commencement of a training program in an educational institution, a facility, or a proprietary program.”

5. Failure to comply with N.J.A.C. 8:39-43.10 (a) by operating a school without Department approval.

During the Department of Health site visit to Angels of Mercy on February 6, 2024, Tameka Wiggins stated that four NATCEP classes were recently held at a classroom located at 289 Black Horse Pike. This was also reported to the Department by an Angels of Mercy Instructor, Georgian Johnson. However, no school was approved by the Department to operate at that address.

Angels of Mercy's operation of a school without Department approval violates N.J.A.C. 8:39-43.10 (a), which provides that “[w]ritten approval of the Department is required prior to enrollment of students and the commencement of a training program in an educational institution, a facility, or a proprietary program.” This also violates N.J.A.C. 12:41-2.1(a), which provides that “[n]o private career school shall be permitted to operate in New Jersey, unless it has been issued a Certificate of Approval jointly by the Commissioner of the Department of Labor and Workforce Development and the Commissioner of the Department of Education pursuant to N.J.S.A. 34:15C-10.1, N.J.A.C. 6A:19-7, and this chapter.”

6. Conducting classes while failing to maintain a current Certificate of Approval from the Department of Labor and Workforce Development.

On February 21, 2024, the Department became aware that Angels of Mercy has been operating since July 2, 2023 with an expired Department of Labor and Workforce Development Certificate of Approval. Pursuant to N.J.A.C. 12:41-2.1, a private vocational institution wishing to offer the Nurse Aide in Long-Term Care Facilities Training and Competency Evaluation Program (NATCEP) must receive approval as a private vocational school from the Department of Education and the Department of Labor and Workforce Development (DOL), in addition to receiving approval from the Department of Health for the NATCEP. On August 24, 2023, the DOL denied recertification for Angels of Mercy's NATCEP, and instructed Angels of Mercy that it may not enroll any students until such time as specific required documentation was produced. Nonetheless, Angels of Mercy proceeded to enroll students and conduct classes through January of 2024. Angels of Mercy also failed to apprise the Department that DOL had denied its recertification while it continued to conduct classes and continued to seek the Department's approval to conduct certain classes.

Right to Hearing

Angels of Mercy is entitled to challenge this revocation by requesting a formal hearing at the Office of Administrative Law (OAL). Angels of Mercy may request a hearing to challenge any or all of the above-cited deficiencies. Angels of Mercy must advise this Department within 30 days of the date of this letter if it requests an OAL hearing regarding the findings.

In addition, please be advised that even if you request a hearing to challenge this revocation , you cannot operate as a NATCEP school because the DOL has denied the school's recertification, and that denial has become a final agency action.

Please forward your OAL hearing request to:

Attention: OAL Hearing Requests
Office of Legal and Regulatory Compliance, New Jersey Department of Health
P.O. Box 360
Trenton, New Jersey 08625-0360

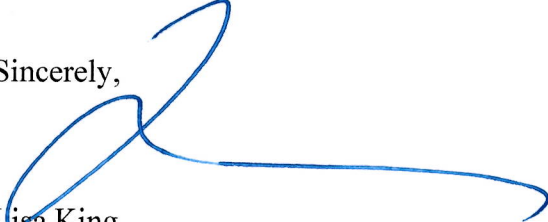
Failure to submit a written request for a hearing within 30 days from the date of this notice will render this a final agency decision. The final agency order shall thereafter have the same effect as a judgment of the court.

Corporations are not permitted to represent themselves in OAL proceedings. Therefore, if Angels of Mercy is owned by a corporation, representation by counsel is required. In the event of an OAL hearing, Angels of Mercy is required to submit a written response to each and every charge as specified in this notice, which shall accompany its written request for a hearing.

The Department also reserves the right to pursue all other remedies available by law.

Thank you for your attention to this important matter and for your anticipated cooperation. Should you have any questions concerning this Order, please contact Lisa King, Office of Program Compliance at (609) 376-7751.

Sincerely,



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

DATE: March 25, 2024

E-MAIL Angelsofmercynursingschool@gmail.com
REGULAR AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Control # X24001