

JEFFREY S. CHIESA  
Attorney General of New Jersey  
Richard J. Hughes Justice Complex  
PO Box 112  
25 Market Street  
Trenton, New Jersey 08625

By: Jennifer Barthelemy  
Deputy Attorney General  
(609) 777-0055  
Attorney for Respondent

---

CLYDE BANKS,	)	STATE OF NEW JERSEY
	)	OFFICE OF ADMINISTRATIVE LAW
Petitioner,	)	OAL DOCKET NO.: HLT 08427-2012N
	)	
-v-	)	
	)	
DEPARTMENT OF HEALTH,	)	
	)	<b>SETTLEMENT AGREEMENT</b>
Respondent.	)	

---

This Settlement Agreement is entered into between Clyde Banks and the State of New Jersey, Department of Health.

WHEREAS, on or about June 5, 2008, the Department of Health issued a Notice of Proposed Revocation of EMT-Basic and EMT-Basic Instructor Certification against Clyde Banks alleging violations of N.J.S.A. 26:2H-1 et seq. and N.J.A.C. 8:40A-1.1 et seq.; and

WHEREAS, pursuant to N.J.A.C. 8:40A-10.2(b) the Department of Health may suspend or revoke the certification of an EMT-Basic Instructor for violation of any portion of N.J.A.C. 8:40A-1.1 et seq. or N.J.A.C. 8:41A-1.1 et seq.; and

WHEREAS, Clyde Banks filed an administrative appeal challenging the proposed revocation; and

WHEREAS, the Department of Health transmitted the appeal for hearing to the Office of Administrative Law ("OAL") which assigned the case docket number HLT 08427-2012N; and

WHEREAS, Clyde Banks hereby acknowledges his obligation to comply with all applicable statutory and regulatory requirements as set forth at N.J.S.A. 26:2H-1 et seq., N.J.A.C. 8:40A-1.1 et seq., N.J.A.C. 8:41A-1.1 et seq., and any other applicable state and federal standards and criteria; and

WHEREAS, the parties have voluntarily agreed to settle this matter in keeping with the public policy of New Jersey that encourages settlement; and

WHEREAS, Clyde Banks and the Department of Health have reached a settlement in the above captioned matter.

NOW THEREFORE, Clyde Banks and the Department of Health agree to settle this matter on the following terms:

1. Clyde Banks's EMT-Instructor and EMT-Basic certifications will be placed on revoked status indefinitely including the period covered retroactively from June 5, 2008 through the present; and

2. The Department of Health agrees to withdrawal the citation in the Notice of Proposed Revocation, dated June 5, 2008, for violation of N.J.A.C. 8:40A-10.2(b)(17), Willful obstruction of any investigation and/or representative of the Department of Health or other agency empowered to enforce the provisions of this chapter or any applicable law, rule and/or regulation; and

3. This Settlement is intended to be a final resolution of all issues arising out of this matter; and

4. Clyde Banks, for himself and on behalf of his insurers, agents, employees, heirs, executors, personal representatives, successors and assigns, agrees to the terms described in this Agreement, in final settlement of any and all claims he has or may have with respect to the adequacy or correctness of the violations listed in the Notice of Proposed Revocation dated June 5, 2008, and releases the State of New Jersey and its Departments, officials, insurers, agents employees, heirs, executors, personal representatives, successors and assigns from all claims, demands, damages, causes of action or suits which have been, could have been or might have been made or prosecuted on account of any conduct of any party occurring at any time with respect to any pending or possible claim relating to the Notice of Proposed Revocation dated June 5, 2008; and


5. Upon execution of this Settlement Agreement, Petitioner agrees that his Requests for a Hearing, dated May 23, 2012 and June 27, 2008, respectively, requesting an administrative hearing to contest the Department's Notice of Proposed Revocation dated June 5, 2008, be and hereby is dismissed with prejudice; and

6. Clyde Banks and the New Jersey Department of Health hereby waive any claim for payment of counsel fees incurred in connection with this Settlement; and

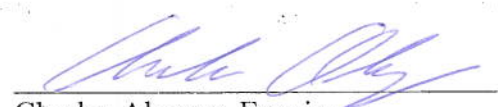
7. This Settlement shall not constitute a precedent in this or any other matter, present or future; and

8. By their signature, each party signing this Settlement Agreement represents and warrants that he/she is authorized to execute this Agreement.

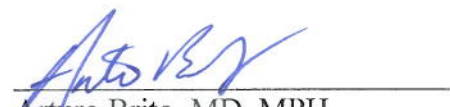
Date: 9/10/12

  
Clyde Banks  
Petitioner

Date: 9/10/12

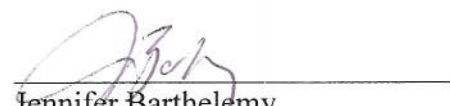
  
Charles Alvarez, Esquire  
Attorney for Petitioner

Date:

  
Arturo Brito, MD, MPH  
Deputy Commissioner  
Public Health Services

Date:

9/11/12

  
Jennifer Barthelemy  
Deputy Attorney General  
Attorney for Respondent

Clyde Banks  
Settlement Agreement  
Docket No.: HLT 08427-2012N