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BRANDON ANDERSON,

Petitioner,

v.

NJ DEPARTMENT OF HEALTH

Respondent.

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

OAL DOCKET NO.: HLT 08394-2021 S

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between Petitioner, Brandon Anderson (hereinafter, "Petitioner"), and Respondent, the New Jersey Department of Health (hereinafter, "Respondent" or "the Department"), represented by Andrew J. Bruck, Acting Attorney General of New Jersey, by Francis X. Baker, Deputy Attorney General. Collectively, Petitioner and Respondent are "the Parties".

WHEREAS, Petitioner has been certified as an EMT by the Department since May 15, 2019; and

WHEREAS, on April 26, 2021, the Department's Office of Emergency Medical Services ("OEMS") received notification that

Petitioner had been charged with a crime involving a vehicle and, consistent with its regulatory authority and policy, opened an investigation in response to this notification; and

WHEREAS, the investigation revealed that Petitioner had been charged with (1) two counts of endangering the welfare of children in violation of N.J.S.A. 2C:24-4(a)(2), (2) harassment in violation of N.J.S.A. 2C:33-4, and (3) terroristic threats in violation of N.J.S.A. 2C:12-3(b), all arising from an alleged incident occurring on September 27, 2020 in Woodbine, New Jersey; and

WHEREAS, on June 15, 2021, a grand jury indicted Petitioner on three counts of endangering the welfare of children and one count of terrorist threats; and

WHEREAS, pursuant to N.J.A.C. 8:40A-10.2(a), "[t]he Commissioner, or his or her designee, may summarily suspend a person's EMT-Basic and/or EMT-Instructor certification when, in his or her opinion, the continued certification of that person poses an immediate or serious threat to the public health, safety or welfare"; and

WHEREAS, based on the preliminary findings from its investigation, the Department determined that Petitioner posed an immediate and serious threat to the health, safety and welfare of the public; and

WHEREAS, on September 21, 2021, the Department issued Petitioner a Notice of Summary Suspension, suspending his EMT certification until the Department completed its investigation into the matter; and

WHEREAS, on or about October 2, 2021, Petitioner requested emergent relief from the summary suspension; and

WHEREAS, the Department timely transmitted Petitioner's request for emergent relief to the OAL; and

WHEREAS, Petitioner subsequently informed the Department that he has been extended the opportunity to participate in a pre-trial intervention ("PTI") program, upon the successful completion of which the criminal charges against him will be resolved; and

WHEREAS, Petitioner also provided the Department with documentation demonstrating successful completion of multiple rehabilitative programs and coursework, and

WHEREAS, the parties have voluntarily agreed to settle the penalty violations enumerated above in keeping with the public policy of New Jersey that encourages settlement.

NOW, THEREFORE, the parties agree to settle the enforcement action enumerated above on the following terms:

1. Upon execution of this Agreement by all parties, the summary suspension of Petitioner's EMT certification shall be lifted and Petitioner's EMT certification shall be reinstated on a provisional basis. Petitioner shall notify the Department within 24 hours of his acceptance to the PTI program. In this notification, Petitioner must inform the Department of the length of the PTI

program, as well as the terms and conditions of his participation in the program. Such notification shall occur by email to Daniel Kazar, Acting Chief of Clinical Education and Licensure (Daniel.Kazar@doh.nj.gov).

2. Petitioner's EMT certification will remain on provisional status until he successfully completes the planned PTI program. Petitioner shall provide the Department with proof of successful completion of the PTI program. Such notification shall occur by email to Daniel Kazar, Acting Chief of Clinical Education and Licensure (Daniel.Kazar@doh.nj.gov).
3. If Petitioner is not accepted to the PTI program or enters the program but is subsequently removed from the program for non-compliance, the summary suspension of his EMT certification shall immediately be reinstated. Petitioner shall be obligated to notify the Department if he is removed from the PTI program for non-compliance within 24 hours of his removal. Such notification shall occur by email to Daniel Kazar, Acting Chief of Clinical Education and Licensure (Daniel.Kazar@doh.nj.gov).
4. Should Petitioner accept a paid or volunteer position acting as an EMT during his probation that requires him to have direct patient interactions, he shall notify the Department within 24 hours. Such notification shall occur by email to Daniel Kazar, Acting Chief of Clinical Education and Licensure (Daniel.Kazar@doh.nj.gov). Petitioner will provide the name of his employer and/or volunteer agency, as well as the name and contact information of his direct supervisor.
5. While on probation, any employer or volunteer agency for which Petitioner begins providing EMT services requiring direct patient care shall submit quarterly reports to the Department regarding Petitioner's performance. Reports should be submitted by email to Daniel Kazar, Acting Chief of Clinical Education and Licensure (Daniel.Kazar@doh.nj.gov).
6. Should Petitioner begin working or volunteering for a new or different agency at any point, he is required to notify the Department and be supervised under this agreement.

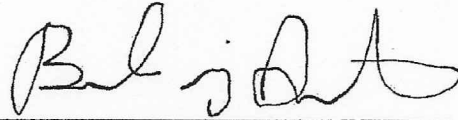
7. Petitioner shall cause the supervising EMT and/or employer to notify OEMS immediately if they observe or otherwise made aware that the petitioner has engaged in professional misconduct. Such notification shall occur by email to Daniel Kazar, Acting Chief of Clinical Education and Licensure (Daniel.Kazar@doh.nj.gov).
8. While on provisional status, Petitioner will be permitted to act as an EMT only as permitted under N.J.A.C. 8:40A-10.2(e).
 - a. Petitioner may engage in patient interactions as an EMT only when under the direct supervision of an EMT-Basic or EMT-Paramedic.
 - b. Petitioner shall not be permitted to ride in the back of an ambulance with a patient without the supervision of at least one other certified EMT.
 - c. Under no circumstances may Petitioner, while on probation, act independently or in conjunction with, or on the same MAV, BLS ambulance or SCTU as, another probationary EMT-Basic.
 - d. The Department shall have the right to restrict or otherwise limit the scope of practice of Petitioner while on probation. Failure to meet such conditions or any terms of probation shall be cause for revocation of certification and/or other such action the Department deems appropriate.
9. Petitioner shall notify the Department of all agencies by which he is employed and/or volunteering.
10. Upon execution of this Settlement Agreement, Petitioner agrees that his request for an administrative hearing to contest the summary suspension of his EMT certification is hereby withdrawn with prejudice.
11. Petitioner, 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 claims Petitioner has or may have with respect to the summary suspension of his EMT certification.
12. Pursuant to N.J.A.C. 1:1-19.1, the Parties hereby stipulate to the dismissal of this administrative appeal

of the summary suspension of Petitioner's EMT certification, with prejudice.

13. This Settlement Agreement constitutes the entire agreement and understanding between and among the Parties hereto with respect to its subject matter, and supersedes any prior or contemporaneous representations, whether oral or written.
14. The Parties agree that this Settlement Agreement is intended to be a final resolution of all issues related to the September 21, 2021 Notice of Summary Suspension.
15. The Parties hereby waive any claim for payment of counsel fees incurred in connection with this Settlement.
16. By signing this Settlement Agreement, each party represents and warrants that they are authorized to execute this Agreement.
17. This Settlement Agreement is entered into in lieu of a final determination of such claims and allegations of fact concerning the September 21, 2021 Notice of Summary Suspension in the aforementioned contested matter. The entering into, terms of, and promises exchanged in this Settlement Agreement are not intended to be and shall not be construed as, an admission or concession of any fact, claim or liability of any party. The terms of this Settlement Agreement are intended to avoid further litigation in this proceeding.
18. This Settlement Agreement does not constitute precedent in any subsequent matter involving these or any other parties.
19. This Settlement Agreement may be signed in counter parts and shall be deemed fully executed and effective when all parties have executed at least one of the counterparts, even though no single counterpart bears all such signatures. Facsimile and/or electronic signatures are acceptable and shall be treated as if they are originals.

10/18/2021

Date



Brandon Anderson
Petitioner

10/20/21

Date



David Adinaro, M.D.
Deputy Commissioner, Public Health Services
New Jersey Department of Health

10/20/21

Date



Francis X. Baker
Deputy Attorney General
Attorney for Respondent
As to form