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Attorney for Respondent  
Department of Health,  
Office of Emergency Medical  
Services

By: T. Nicole Williams-Parks  
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JOAO MATEUS,	)	NEW JERSEY OFFICE OF
	)	ADMINISTRATIVE LAW
Petitioner,	)	DOCKET NO. HLT 16121-2019 N
	)	
v.	)	
	)	
NEW JERSEY DEPARTMENT OF	)	<b>SETTLEMENT AGREEMENT</b>
HEALTH,	)	
	)	
Respondent.	)	

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This Settlement Agreement is entered into between Petitioner, Joao Mateus, represented by Margaret A. Keavney, Esq., and Respondent, the New Jersey Department of Health ("Department"), Office of Emergency Medical Services ("OEMS"), represented by Gurbir S. Grewal, Attorney General of New Jersey, by T. Nicole Williams-Parks, Deputy Attorney General. Collectively, Petitioner and Respondent are "the Parties."

**WHEREAS**, on June 6, 2018, Petitioner through the Department of Health's OEMS Certification Platform applied for re-entry of

his EMT-Instructor ("EMT-I") certification and certified that he had successfully completed the instructor re-entry process as stated in N.J.A.C. 8:40A; and

**WHEREAS**, on June 26, 2018, Petitioner submitted the EMT-I re-entry application to the Department; and

**WHEREAS**, upon review of Petitioner's application for EMT-I re-entry, the Department determined that Petitioner's EMT-I certification expired on June 30, 2017, and that Petitioner had acted as an EMT-I without a valid certification in violation of N.J.A.C. 8:40A-10.4(a); and

**WHEREAS**, OEMS conducted an audit of Petitioner's EMT-I re-entry application and determined that Petitioner was not in compliance with N.J.A.C. 8:40A-8.3(a)(2) and N.J.A.C. 8:40A-8.3(a)(3) and thus did not meet the minimum requirements for EMT-I re-entry certification pursuant to N.J.A.C. 8:40A-8.3(a); and

**WHEREAS**, on September 30, 2019, in response to its audit and subsequent findings, OEMS issued a Notice of Proposed Denial of EMT-Instructor Re-entry; and

**WHEREAS**, on October 26, 2019, Petitioner requested a hearing at the Office of Administrative Law (OAL) to contest the Notice of Proposed Denial of EMT-Instructor Re-entry; and

**WHEREAS**, the Parties have reached a settlement in the above-captioned matter for the Notice of Denial of EMT-Instructor Re-entry issued on September 30, 2019.

**NOW, THEREFORE,** the Parties agree to settle the matter on the following terms:

1. Within six months from the date of this agreement, Joao Mateus:

a. Shall serve as an EMT-Instructor Aide for at least 50 hours in an EMT-Basic training program under the direct supervision of the Program Coordinator and Lead EMT-Instructor of a training center other than Less Stress Instructional Services, Inc., and obtain the endorsement of that Program Coordinator to recertify as an EMT-Instructor, thus satisfying sections (a)(2) and (a)(4) of N.J.A.C. 8:40A-8.3. In the event that the Governor issues an Executive Order and/or the Department issues a mandate which prohibits in person education due to COVID-19, Joao Mateus shall contact the Department to discuss an extension of the six month timeframe.

i. The Program Coordinator cannot be employed by or affiliated with Less Stress Instructional Services, Inc.

1. If Mr. Mateus has provided education instruction for the Program Coordinator or if Program Coordinator has provided education instruction for Mr. Mateus in the past 5 years then that person does not qualify to serve as the Program Coordinator.

ii. The Program Lead Instructor cannot be employed by or affiliated with Less Stress Instructional Services, Inc.

1. If Mr. Mateus has provided education instruction for the Program Lead Instructor or if the Program Lead Instructor has provided education instruction for Mr. Mateus in the past 5 years then that person does not qualify to serve as the Program Lead Instructor.

iii. The Program Coordinator shall utilize the Department's Learning Management System to provide his/her endorsement.

- iv. The instructional hours shall be completed after full execution of the settlement agreement.
  - b. Shall maintain his MICU Paramedic certification, thus satisfying N.J.A.C. 8:40A-8.3(a)(1).
  - c. Shall provide the Department with documentation of 15 elective continuing credit hours, thus satisfying N.J.A.C. 8:40A-8.3(a)(3).
    - i. The elective continuing education credits shall be completed after full execution of the settlement agreement.
  - d. Shall complete a continuing education course in Ethics and provide the Department with a certificate of completion from the course provider.
    - i. The Ethics class shall not be utilized to meet the settlement requirements outlined in 1c. (above).
    - ii. The Ethics class can be taken through the Board of Nursing or an agency authorized to conduct a class for nursing credit.
    - iii. The Ethics class shall be completed after full execution of the settlement agreement.
- 2. Upon completion of paragraph 1 of this agreement, Joao Mateus shall complete the EMT-Instructor re-entry application via the Department's OEMS Certification Platform.
  - a. Joao Mateus will not be required to complete the Instructor Training Institute pursuant to N.J.A.C. 8:40A-8.3(b), so long as he completes the terms of this agreement within the allotted timeframe.
- 3. Within 30 days of receiving notice from Petitioner that he has completed paragraphs 1 and 2 of this agreement, the Department will issue Joao Mateus an EMT-Instructor certification unless it determines that Petitioner has not satisfied all certification requirements pursuant to N.J.A.C. 8:40A-8.3(a) and all requirements outlined in this agreement.
- 4. Within 30 days of receiving notice from Petitioner that he has completed paragraphs 1 and 2 of this agreement the Department will withdraw the September 30, 2020, Notice of Proposed Denial of EMT-Instructor Re-entry, unless it

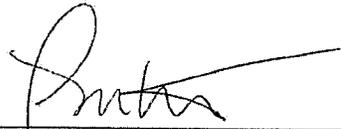
determines that Petitioner has not satisfied all certification requirements pursuant to N.J.A.C. 8:40A-8.3 (a) and all requirements outlined in this agreement.

5. Upon execution of this Settlement Agreement, Petitioner agrees that his request for an administrative hearing to contest the September 30, 2019, Notice of Proposed Denial of EMT-Instructor Re-entry shall be withdrawn with prejudice.
6. Pursuant to N.J.A.C. 1.1-19.1, the Parties hereby stipulate to the dismissal of this matter in the Office of Administrative Law with prejudice, which the Parties will enter into in a separate document. This Settlement Agreement is expressly predicated upon the filing and acceptance of the stipulation. This Settlement Agreement is null and void if the matter under OAL docket number HLT 16121-2019 N is not dismissed with prejudice.
7. 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.
8. The Parties agree that this Settlement Agreement is intended to be a final resolution of all issues arising out of this matter.
9. The Parties hereby waive any claim from payment of counsel fees incurred in connection with this Settlement.
10. By their signature, each party signing this Settlement Agreement represents and warrants that they are authorized to execute this Agreement.
11. Through the date of this Settlement Agreement, Petitioner releases and gives up any and all claims and rights which he may have against the Department, the State of New Jersey (the State) or any Department or State employee, agent or representative arising from the underlying matter. This releases all claims resulting from anything which has happened up to now, including, but not limited to, all claims which were or could have been brought in the above-captioned matter. This release includes claims under State and Federal law including, but not limited to, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the New Jersey Law Against Discrimination, Section 504 of the Rehabilitation Act of 1973, the United States Constitution,

the New Jersey Constitution, or any other State or Federal law, statute, rule or regulation, or tort law, contract law, or common law.

12. This Settlement Agreement is entered into in lieu of a final determination of such claims and allegations of fact as are contained 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 his Settlement Agreement are intended to avoid further litigation in this proceeding.
13. This Settlement shall not constitute a precedent in this or any other matter, present or future.
14. 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.

2-18-21  
Date

  
\_\_\_\_\_  
Joao Mateus  
Petitioner

February 19, 2021  
Date

  
\_\_\_\_\_  
Margaret A. Keavney Esq.  
Attorney for Petitioner

3/22/21  
Date

  
\_\_\_\_\_  
Dr. David Adinaro  
Deputy Commissioner  
New Jersey Department of Health  
Respondent

3/22/21  
Date

/s/ T. Nicole Williams-Parks  
\_\_\_\_\_  
T. Nicole Williams-Parks  
Deputy Attorney General  
Attorney for Respondent