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OPLC-FINANCE

STATE OF NEW HAMPSHIRE
ADVISORY BOARD OF RESPIRATORY CARE PRACTITIONERS
Concord, NH

In the matter of:
Tyler Waters, RCP
Lic. #1218 – Expired

DOCKET #23-RESP-001

SETTLEMENT AGREEMENT

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public, the New Hampshire Advisory Board of Respiratory Care Practitioners (“Board”), by and through Executive Director Lindsey Courtney, and Tyler Waters, (“Respondent”) do hereby stipulate and agree to resolve certain allegations of professional misconduct now pending before the Board according to the following terms and conditions:

1. Pursuant to RSA 326-E, RSA 310:9 and 10, RSA 541-A, and Board Administrative Rule Plc 1510.02(a), the Executive Director of the Office of Professional licensure and Certification has jurisdiction to investigate and adjudicate allegations of professional misconduct committed by licensees. Pursuant to Plc 205.04, the Executive Director may, at any time, dispose of such allegations by settlement and without commencing an adjudicative hearing.
2. The Respondent held license #1218, which has been expired since December 31, 2019.
3. The Respondent stipulates that Hearing Counsel could present the following evidence at an adjudicative proceeding in this matter:
 - A. On August 26, 2019, the Respondent was engaged in licensed work while employed at Keene Medical Supply in Concord, NH.
 - B. The Respondent physically assaulted Mark Sawyer, the Respondent’s supervisor, by punching him in the face following a verbal argument.


- C. Mr. Sawyer required stitches to his lip at Concord Hospital following the incident.
- D. On May 11, 2021, the Respondent pleaded Nolo Contendere to, and was thereby found guilty of, a single misdemeanor charge of Simple Assault against Mr. Sawyer in criminal case #429-2019-CR-03607.
4. Respondent acknowledges that the conduct alleged above could constitute grounds for the Board to impose disciplinary sanctions against his license to practice in this state.
 5. The Executive Director finds that, by engaging in such conduct, Respondent has violated Plc 1509.03(f) and (h). The Executive Director further finds that the violation was committed knowingly and resulted in serious harm pursuant to Plc 1510.02(b)(4)(b) and (c).
 6. Respondent consents to the retroactive **REVOCATION** of his license pursuant to RSA 310:12, I(c) and Plc 1502(b)(4) effective December 31, 2019.
 7. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Executive Director based upon the misconduct described above. However, the Executive Director may consider the fact that discipline was imposed by this Order as a factor in determining appropriate discipline should any further misconduct be proven against Respondent in the future.
 8. This *Settlement Agreement* shall become a permanent part of Respondent's file, which is maintained by the Executive Director as a public document.
 9. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and

- conditions expressly stated herein. Respondent further agrees that no coercion or duress from any person has caused him to sign this *Settlement Agreement*.
10. The Executive Director agrees that in return for Respondent executing this *Settlement Agreement*, the Executive Director will not proceed with the formal adjudicatory process based upon the facts described herein. This *Settlement Agreement* shall constitute a final action on this matter.
 11. Respondent understands that his execution of this *Settlement Agreement* is a final act and not subject to reconsideration, judicial review, or appeal.
 12. Respondent acknowledges that he has had the opportunity to seek and obtain the advice of an attorney of his choosing prior to signing this *Settlement Agreement*.
 13. Respondent understands that the Executive Director must review and accept the terms of this *Settlement Agreement*. The Respondent agrees to support the Executive Director's acceptance of this *Settlement Agreement* in any further hearing on this matter. If the Executive Director rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to or by the Executive Director during its review of this *Settlement Agreement* have prejudiced his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Board.
 14. Respondent certifies that he is not under the influence of any drugs or alcohol and is otherwise of sound mind and judgment at the time he signs this *Settlement Agreement*.
 15. Respondent certifies that he has read this and understands all of the terms of this *Settlement Agreement*.

16. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the rights to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on his own behalf, to contest the allegations, to present oral argument, and to appeal to the courts. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this *Settlement Agreement*, he waives these rights as they pertain to the misconduct described herein.


This *Settlement Agreement* shall take effect as an Order of the Board when it is signed by the Executive Director.

IN WITNESS WHEREOF, I hereby affix my signature on this 01 day of 10, 2023.



Tyler Waters
Respondent

ACCEPTED BY THE BOARD on this 15th day of Nov, 2023.



Lindsey Courtney
Executive Director