



BOARD OF CERTIFICATION

*Be Certain.*

CONSENT AGREEMENT

This Consent Agreement is made by and between the National Athletic Trainers' Association Board of Certification, Inc., ("BOC"), a North Carolina non-profit corporation with a place of business at 1415 Harney Street, Suite 200, Omaha, Nebraska 68102, and James Diffley ("Respondent") of [REDACTED] [REDACTED] Maple Grove, Minnesota [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 010802053) as having satisfied the requirements established by the BOC with regard to knowledge and professional competence in the area of entry-level athletic training; and

WHEREAS, the Parties stipulate to the truth and accuracy of the following:

1. December 19, 2016, Respondent pled guilty to Interfere w/Privacy at hotel, tan booth, or other place-Gaze, stare or peep in window or aperture (GMD) 609.746.1(c) 6097461c) was sentenced to two (2) years of probation, specifically March 28, 2017 thru March 28, 2019.
2. In a Minnesota Board of Medical Practice Stipulation and Order dated May 13, 2017, Respondent's registration was revoked for violating Minn. Stat. § 148.7813, subd. 5, and Minn. Stat. § 147.091, subd. 1(g) (unethical conduct that is likely to deceive, defraud or harm the public); (k) (unprofessional conduct departing from the minimal standard of acceptable and prevailing athletic trainer practice); (t) (conduct with a patient which is sexual or may reasonably be interpreted by the patient as sexual); and (u) (failure to cooperate with an investigation by the board) (2016).
3. The Respondent's conduct violates the Code of Professional Responsibility ("Code") 3.2 and 3.9 of the BOC Standards of Professional Practice ("BOC Practice Standards").

3.2 states "Knows and complies with applicable local, state and/or federal rules, requirements, regulations and/or laws related to the practice of athletic training." 3.9 states "Takes no action that leads, or may lead, to the conviction, plea of guilty or plea of nolo contendere (no contest) to any felony or to a misdemeanor related to public health, patient care, athletics or education;; this includes, but is not limited to: rape; sexual abuse or misconduct; actual or threatened use of violence; the prohibited sale or distribution of controlled substances, or the possession with intent to distribute controlled substances; or improper influence of the outcome or score of an athletic contest or event."

4. The above described Code violations constitute grounds for disciplinary action pursuant to Section 8 of the BOC Professional Practice and Discipline Guidelines and Procedures ("BOC Discipline Procedures")."

WHEREAS, Respondent, in consideration of this Consent Agreement and for the purpose of terminating the BOC's investigation into his conduct, voluntarily admits that his actions as set forth above violate Codes 3.2 and 3.9 of BOC Practice Standard violations and agrees that, for purposes of this or any future proceeding before the BOC, this Consent Agreement shall have the same effect as if ordered after a full hearing held pursuant to Section 6 of the BOC Discipline Procedures;

WHEREAS, Respondent understands and acknowledges Respondent's rights to a hearing and to appeal a decision by a hearing panel, but waives those rights and stipulates and agrees to the issuance of this Consent Agreement without further proceedings in this matter, and agrees to be fully bound by the terms and conditions specified herein; and

WHEREAS, the BOC Executive Director has consented to the execution of this Consent Agreement;

NOW, THEREFORE, pursuant to Section 4 of the BOC Discipline Procedures and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby stipulate and agree to the following:

1. The Parties agree that this Consent Agreement shall be and hereby is legally binding and is in full and complete settlement and resolution of any and all charges and/or claims that were or could have been brought by the BOC regarding the actions of Respondent as set forth above in Paragraphs 1 and 2 of Page 1, and shall constitute an admission by the Respondent that these actions violated Codes 3.2 and 3.9 of the BOC Practice Standards.

2. In exchange for the summary termination of the BOC's investigation into Respondent's conduct as described in Paragraphs 1 and 2 of Page 1 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs 1 and 2 of Page 1 above; and (2) that Respondent's actions, as set forth in Paragraphs 1 and 2 of Page 1 above, violate Codes 3.2 and 3.9 of the BOC Practice Standards. Respondent further agrees that for purposes of this or any future proceeding before the BOC, this Consent Agreement shall have the same effect as if ordered after a full hearing held pursuant to Section 6 of the BOC Discipline Procedures.

3. Respondent waives all right to a hearing on the merits of this matter as provided in Section 6 of the BOC Disciplinary Procedures.

4. Respondent waives all right to appeal the charges and/or claims set forth herein to the BOC or to any administrative, regulatory, judicial or other forum.

5. Respondent waives all right to challenge or otherwise contest the validity of this Consent Agreement to the BOC or to any administrative, regulatory, judicial or other forum. The Consent Agreement may be enforced by either party in an action at law or equity.

6. Respondent consent to and agrees that Respondent's certification status is considered Suspended. Respondent acknowledges and agrees that the suspension of a BOC certification is considered public information and may be published or otherwise disclosed by the BOC.

7. Pursuant to Section 10 of the BOC Discipline Guidelines, upon execution of this Consent Agreement, Respondent is not authorized to do the following:

- a. Represent himself to the public as a practicing Certified Athletic Trainer or use the certification marks "ATC" or C.A.T." following your name; or
- b. Serve as an item writer for the BOC certification exam; or
- c. Serve as a supervisor of students who are satisfying the athletic training requirements for certification eligibility.

8. Respondent may petition for reinstatement after suspension in accordance with Section 13 of the BOC Discipline Procedures. Such petition may be brought by Respondent no sooner than March 28, 2019 for the offenses listed in Paragraph 1 of Page 1, above, whichever comes later.

9. Any alleged breach of any provision of this Consent Agreement by Respondent may, at the sole and absolute discretion of the BOC, result in the following actions:

- a. The BOC shall notify Respondent in writing by certified mail, return receipt requested or by tracked courier that the term(s) of this Consent Agreement have been breached and include a description of the acts or omission(s) constituting a breach the term(s) of this Consent Agreement.
- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 9(a) above to demonstrate to the sole satisfaction of the BOC that he has cured the breach in question.
- c. Failure to cure the breach within the fifteen (15) day time period will terminate the BOC's obligations under this Consent Agreement and will cause the original matter, as outlined in Paragraphs 1 and 2 of Page 1, above, to be referred to the BOC Professional Practice and Discipline Committee ("PPD Committee") which shall make a final determination of the disciplinary action, if any, to be taken.

- d. In addition, Respondent's breach of any term of this Consent Agreement may constitute an additional and independent Code violation and may provide separate grounds for the BOC to suspend, revoke, or otherwise take action with regard to his BOC certification.

10. Any notice by the BOC pertaining to this Consent Agreement shall be sufficient if sent to Respondent at the last address of record Respondent has reported to the BOC, or to an attorney designated by Respondent.

11. Respondent agrees that the factual and legal allegations as contained in this Consent Agreement shall be deemed true and admitted in any subsequent proceeding before the BOC in which his compliance with this Consent Agreement or the BOC Practice Standards is at issue.

12. Any extension of time or grace period for reporting granted by the BOC in its sole and absolute discretion shall not be a waiver or preclude the BOC from taking action at a later time. The BOC shall not be required to grant any waiver, extensions of time, or grace periods.

13. This Consent Agreement shall be binding on and shall inure to the benefit of the Parties, their successors, assigns, or other legal representatives.

14. No waiver, change, amendment, or discharge of any term or condition hereof and no consent of either Party shall be of any force or effect unless made in writing and signed by both Parties or by duly authorized agents of the Parties. Any waiver granted by the BOC shall be at the sole and absolute discretion of the BOC and shall not function as a continuing waiver.

15. This Consent Agreement contains the entire understanding between the Parties and supersedes any and all pre-existing understandings, either oral or written, between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Consent Agreement, effective as of  
the 14<sup>th</sup> day of November 2017.

**National Athletic Trainers' Association Board of Certification, Inc.**

DocuSigned by:  
  
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\_\_\_\_\_  
*Signature*

Denise Fandel  
\_\_\_\_\_  
*Printed Name*

Executive Director  
\_\_\_\_\_  
*Title*

12/18/2017  
\_\_\_\_\_  
*Date*

DocuSigned by:  
  
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\_\_\_\_\_  
*Signature*

James Diffley  
\_\_\_\_\_  
*Printed Name*

12/18/2017  
\_\_\_\_\_  
*Date*