



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 Nicol Werner ("Respondent") of [REDACTED] [REDACTED] Mercerburg, Pennsylvania, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (certification number 049802524) as having satisfied the requirements established by the BOC with regards 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. May 18, 2012, Respondent submitted her continuing education (CE) as part of her reinstatement application. In reviewing her reinstatement application, it was discovered Respondent used 2012 CE activities to meet the 2009-2011 requirements. As a resolution, May 18, 2012, Respondent was issued a sanction of a mandatory audit for the 2012-2013 reporting period.
2. December 20, 2013, Respondent submitted her 2012-2013 CE report. During the audit process it was discovered Respondent used continuing education units (CEUs) earned April 22 and 28, 2014 to comply with the 2012-2013 audit. As a resolution, June 2, 2014, Respondent entered into a Consent Agreement with a Private Censure, a course in professional ethics administered by a BOC Approved Provider and a mandatory audit for the 2014-2015 CE reporting period.
3. December 31, 2015, Respondent submitted her 2014-2015 CE report. During the audit process it was discovered Respondent used CEUs earned February 29 and

March 17, 2016 to comply with the 2014-2015 audit. As a resolution, June 14, 2016, Respondent entered into a Consent Agreement with a Private Censure, a course in professional ethics administered by a BOC Approved Provider and a mandatory audit for the 2016-2017 CE reporting period.

4. December 28, 2017, Respondent submitted her 2016-2017 CE report. Respondent was sent audit notifications March 21 and April 4, 2018. April 24, 2018, Respondent submitted her audit documentation. During the audit process, it was discovered, Respondent provided correct documentation for 43 of the 50 CEUs. June 8, 10 and 11, 2018, Respondent provided correct documentation to comply with the audit. These courses were completed June 7, 10 and 11, 2018. August 2, 2018, Respondent's audit was approved.
5. The Respondent's conduct is a violation of the Code of Professional Responsibility ("Code") 2.2 and 3.7 of the *BOC Standards of Professional Practice* ("BOC Practice Standards"). 2.2 in that the Respondent failed to comply with the most current BOC recertification policies and requirements. 3.7 in that the Respondent failed to comply with all BOC exam eligibility requirements and ensure that any information provided to the BOC in connection with any certification application is accurate and truthful.
6. 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 and the disciplinary proceedings against her, voluntarily admits that her actions as set forth above violate Code 2.2 and 3.7 of the BOC Practice Standards 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, the 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, and shall constitute an admission by the Respondent that her actions violated Codes 2.2 and 3.7 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 1-4 of Pages 1 and 2 above, Respondent voluntarily admits: (1) that the facts set forth in Paragraphs 1-4 on Pages 1 and 2 above are true; (2) that the actions

set forth in Paragraphs 1-4 on Pages 1 and 2 above violate Code 2.2 and 3.7 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 7 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 consents to and agrees that she shall comply at all times with the BOC Practice Standards.

7. Respondent consents to and agrees that she is issued a PUBLIC CENSURE. A Public Censure is a written reprimand from the BOC to the Respondent. It shall be standard procedure to publish Public Censures.

8. Respondent consents and agrees to mandatory reporting of CE. Respondent agrees to emailing or mailing CE documents to the BOC for reported CE on the specified schedule: 15 CEUs and documentation by December 31, 2018, 15 CEUs and documentation by June 30, 2019 and 20 CEUs and documentation by December 31, 2019.

9. Respondent consents to and agrees that Respondent's certification status is considered CERTIFIED.

10. Any breach of the above stated conditions will result in immediate suspension of Respondent's certification. Certification will not be reinstated until above stated conditions have been completed and received by the BOC.

11. All reports required by the terms of this Consent Agreement shall be due according to a schedule to be established by the BOC. All correspondence and reports concerning the above restrictions and/or requirements are to be addressed to BOC Professional Practice and Discipline Committee.

12. 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 of 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 12(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 described in Paragraphs 1-4 of Pages 1 and 2, 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 grounds for the BOC to suspend, revoke, or otherwise take action with regard to her BOC certification.

13. 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.

14. 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 Respondent's compliance with this Consent Agreement or the BOC Practice Standards is at issue.

15. Any extension of time or grace period for reporting granted by the BOC shall not constitute 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.

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

17. 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.

18. 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 3rd day of August 2018.

National Athletic Trainers' Association Board of Certification, Inc.

DocuSigned by:

B537538E2D50473...
Signature

Denise Fandel
Printed Name

Executive Director
Title

8/6/2018
Date

DocuSigned by:

4811C7EABCC1440...
Signature

Nicole Werner Walker
Printed Name

8/6/2018
Date