

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 Doyle Church ("Respondent") of [REDACTED], Summerville, South Carolina, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (certification number 059802461) 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. June 27, 2006, the BOC received Respondent's 2003-2005 Continuing Education Units (CEUs).
Due to submitting his 2003-2005 Continuing Education (CE) report after the December 31, 2005 deadline, Respondent was required to participate in the 2003-2005 CE audit. During the audit process, it was discovered Respondent utilized CEUs earned after the December 31, 2005 deadline to complete the 2003-2005 CE requirement. As a resolution, June 28, 2006, Respondent was mailed a sanction notice for 5 additional CEUs to the 2006 CE reporting period.
2. January 2007, Respondent's certification status was suspended for not submitting his 2006 CEUs. March 8, 2007, Respondent submitted his 2006 CE report and was returned to a Certified status. April 27, 2007, Respondent was mailed a sanction notice for mandatory audit participation for the 2006 CE reporting period, 10 additional CEUs for the 2007-2009 CE reporting period and a time management course.

3. December 31, 2009, Respondent's certification status Expired as he did not submit his 2007-2009 CEUs. March 22, 2011, Respondent's certification was returned to certified. During the reinstatement process, it was discovered Respondent used 2011 CE activities to meet the 2009 CE requirements. As a resolution, March 22, 2011, Respondent was issued sanctions of mandatory audit participation for the 2010-2012 CE reporting period and Annual CE reporting for 2011 and 2012.
4. February 26, 2018, Respondent submitted his 2016-2017 CE reporting form. Respondent was required to participate in the 2016-2017 CE audit. During the audit process, it was discovered Respondent utilized CEUs earned after the December 31, 2017 deadline to complete the 2016-2017 CE requirement. As a resolution, August 7, 2019, Respondent entered into a Consent Agreement with sanctions of a Private Censure, professional ethics course administered by a BOC Provider and a mandatory audit of the 2018-2019 reporting period.
5. December 31, 2019, Respondent submitted his 2018-2019 CEUs listing 50 as the total number of CEUs reported. Upon submitting his 2018-2019 CE report, Respondent attested to the following statements: 1) "I am in possession of and prepared to present all original documentation confirming participation in reported activities. I am aware I must keep these records for at least 2 years after the reporting period has ended." 2) "I am submitting no less than 50 CEUs required for the current reporting period including 10 CEUs in Category EBP on this form." 3) "I am aware that falsification of this report may result in the suspension of my BOC certification."
6. Respondent was required to participate in an audit of the 2018-2019 CE reporting period. Respondent was sent audit notifications from the BOC March 11, 25 April 15 and 22, 2020.

April 28, 2020, Respondent provided correct documentation for 47 of the 50 CEUs. During the audit it was discovered Respondent had to utilize CEUs earned after December 31, 2019 to comply with the audit. December 9, 2020, Respondent provided documentation for the required CEUs to comply with the BOC requirement. Said CEUs were completed December 8, 2020. December 17, 2020, Respondent's BOC CE audit was approved.

7. The Respondent's conduct is a violation of the Code of Professional Responsibility ("Code") 2.2 and 3.8 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. 3.8 in that the Respondent failed to ensure that any information provided to the BOC in connection with exam eligibility, certification recertification or reinstatement including but not limited to, exam applications, reinstatement applications or continuing education forms, is accurate and truthful.
8. 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 him, voluntarily admits that his actions as set forth above violate Code 2.2 and 3.8 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 Chief 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 his actions violated Code 2.2 and 3.8 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 1-6 of Pages 1-3 above, Respondent voluntarily admits: (1) that the facts set forth in Paragraphs 1-6 on Pages 1-3 above are true; (2) that the actions set forth in Paragraphs 1-6 on Pages 1-3 above violate Code 2.2 and 3.8 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 consents to and agrees that he shall comply at all times with the BOC Practice Standards.

7. Respondent's certification shall be placed on probation for the time frame outlined in this Consent Agreement. During this time frame, Respondent's certification is considered to be in good standing insofar as Respondent complies with the terms of his probation.

8. Respondent consents to and agrees that he is issued a PUBLIC CENSURE. It is standard procedure to publish public censures.

9. Respondent consents to and agrees to complete a time management course. Such course may be a live course or a home-study/on demand course.

10. Respondent consents and agrees to mandatory reporting of 2020-2021 CEUs and providing documentation to the BOC for reported CEUs on the specified scheduled: 15 CEUs and documentation by May 31, 2021, 15 CEUs and documentation by August 31, 2021 and 20 CEUs and documentation by December 31, 2021.

11. Respondent consents and agrees to mandatory reporting of 2022-2023 CEUs and providing documentation to the BOC for reported CEUs on the specified scheduled: 15 CEUs and documentation by December 31, 2022, 15 CEUs and documentation by June 30, 2023 and 20 CEUs and documentation by December 31, 2023.

12. Respondent consents to and agrees to maintain current contact information with the BOC and provide current employment information to the BOC on his 2020-2021 and 2022-2023 CE reporting forms.

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

14. All reports required by the terms of this Consent Agreement shall be due according to a schedule to be established by the BOC. Documentation showing completion of the required time management course must be received by the BOC no later than April 30, 2021. All correspondence and reports concerning the above restrictions and/or requirements are to be addressed to BOC Professional Practice and Discipline Committee.

15. 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 or tracked courier, return receipt requested, or by secure electronic delivery with receipt verification (e.g., Eversign) 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. Such a breach may result in the Respondent's state athletic trainer regulatory agency and/or current employer being contacted as permitted by Section 13.2 of the BOC's Discipline Procedures.
- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 15(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 1-6 of Pages 1-3, 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 his BOC certification.

16. 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.

17. 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.

18. 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.

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

20. 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.

21. 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 10th day of February 2020.

National Athletic Trainers' Association Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Name

Chief Executive Officer

Title

Feb 19 2021

Date

Doyle Church

Signature

Doyle Church

Name

Feb 19 2021

Date