



BOARD OF CERTIFICATION
FOR THE ATHLETIC TRAINER

1415 Harney Street, Suite 200 | Omaha, NE 68102
(402) 559-0091 office | (402) 561-0598 fax

BOCATC.org

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 Brandon M Martino ("Respondent") of [REDACTED] Junction City, Kansas, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000015438) 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. September 1, 2019, Respondent was arrested and charged with Level 5 Felony Sexual Exploitation of a Child 21-5510(a)(2). July 13, 2021, Respondent pled Nolo contendere and convicted of Level 5 Felony Sexual Exploitation of a Child 21-5510(a)(2). August 16, 2021, Respondent was sentenced to fines, 60 days in Community Corrections followed by 36 months of probation upon release from jail. Respondent must register for 25 years after the date of conviction to Sexual Exploitation of a Child K.S.A. 21-5510.
2. June 21, 2021, Respondent entered into a Joint Consent Order For Indefinite Suspension with the Kansas Board of Healing Arts for violation of:
 - K.S.A. 65-6911(a)(10) by committing unprofessional conduct
 - K.A.R. 100-69-7(a)(10) by committing acts of sexual abuse, misconduct, or other improper sexual conduct that exploited the licensee-patient relationship
 - K.A.R. 100-69-7(a)(8) by engaging in conduct likely to deceive, defraud, or harm the public

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 Chief Executive Officer 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 Pages 1 and 2 and shall constitute an admission by the Respondent that these actions violated Codes 3.2 and 3.10 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 Pages 1 and 2 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs 1 and 2 of Pages 1 and 2 above; and (2) that Respondent's actions, as set forth in Paragraphs 1 and 2 of Pages 1 and 2 above, violate Codes 3.2 and 3.10 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.

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 agency and/or current employer being contacted as permitted by Section 13.2 of the BOC Discipline Guidelines.

- 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 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 separate grounds for the BOC to suspend, revoke, or otherwise take action with regard to their 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 their 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

IN WITNESS WHEREOF, the Parties have executed this Consent Agreement, effective as of the
24th day of January 2022.

National Athletic Trainers' Association Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Printed Name

Chief Executive Officer

Title

Feb 15 2022

Date

Brandon M. Martino

Signature

Brandon M Martino

Printed Name

2/4/2022

Date