



## **CONSENT AGREEMENT**

This Consent Agreement is made by and between the 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 Jacob A Klein ("Respondent") of [REDACTED] Plymouth, Minnesota, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (certification number 020202016) 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. February 15, 2018, Respondent submitted their 2016-2017 Continuing Education (CE) report. Respondent was required to participate in the audit due to submitting their CE report after the December 31<sup>st</sup> deadline date. During the audit process, it was discovered Respondent utilized Continuing Education Units (CEUs) after December 31, 2017 to comply with the audit. As a resolution, October 1, 2018, Respondent entered into a Consent Agreement with a Private Censure and a mandatory audit of the 2018-2019 CE reporting period as a resolution.
2. November 21, 2019, Respondent submitted their 2018-2019 CE report. Respondent was required to participate in the 2018-2019 CEU audit. During the audit process, it was discovered Respondent used CEUs earned in 2020 to comply with the 2018-2019 CEU audit. As a resolution, May 6, 2020, Respondent entered into a Consent Agreement with a Private Censure, a mandatory audit of the 2020-2021 CE reporting period and a course in professional ethics administered by a BOC Approved Provider.

3. December 6, 2021, Respondent submitted his 2020-2021 continuing education report listing 50.25 as the total number of Continuing Education Units reported and attested to the following statements: 1) "The information contained in this report is a true and accurate statement of my continuing education activities." 2) "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." 3) "I am aware that I am required to maintain ongoing certification in Emergency Cardiac Care (ECC) throughout the reporting period and I must keep these records for at least 2 years after the reporting period has ended." 4) I am aware that failure to comply with BOC audit policies may result in the suspension of my BOC certification."
4. Respondent was required to participate in the 2020-2021 continuing education audit and was sent audit notifications August 1 and 17, 2022. August 4, 2022, Respondent provided correct documentation for 48.5 CEUs, however; they were short 6.25 Evidence Based Practice (EBP) CEUs. August 26, 2022, Respondent provided documentation for the required 6.25 EBP CEUs. These CEUs were earned May 21 and 22, 2022. August 31, 2022, Respondent's audit was approved.
5. 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 act candidly, responsibly and truthfully in making any statement to the BOC.
6. The above-described Code violations constitute grounds for disciplinary action pursuant to Section 9 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 their, voluntarily admits that their actions as set forth above violate Codes 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 7 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 Officer has consented to the execution of this Consent Agreement;

NOW, THEREFORE, pursuant to Section 5 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 their actions violated Codes 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 1-4 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 3.8 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 7 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 they shall comply at all times with the BOC Practice Standards.

7. Respondent consents to and agrees that they are 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 CEUs and uploading documentation to the BOC for reported CEUs on the specified schedule: 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.

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

10. 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.
- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 10(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 their BOC certification.

11. 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.

12. 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.

13. 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.

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

15. 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.

16. 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 1<sup>st</sup> day of September 2022.

**Board of Certification, Inc.**

*Anne M. Minton*

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*Signature*

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*Anne M Minton*

*Printed Name*

\_\_\_\_\_  
*Chief Executive Officer*

*Title*

\_\_\_\_\_  
*Sep 10 2022*

*Date*

*Jacob A Klein*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Jacob A Klein*

*Printed Name*

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*Sep 10 2022*

*Date*