



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 Richard A Bingham ("Respondent") of [REDACTED], Laurens, Iowa, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (certification number 040202174) 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 8, 2022, Respondent agreed to a Stipulation and Order (Order) with the Idaho State Board of Medicine (Board). Per the Order, on or about August 30, 2021, Respondent's directing physician sent an email to the Board stating they were removing themselves as the Respondent's directing physician effective immediately. Respondent's directing physician revealed Respondent had been placed on paid administrative leave from their employer, the College of Southern Idaho (CSI), due to allegations of inappropriate interactions with female athletes. Respondent's actions violated Idaho Code § 54-3911(1)(b) and IDAPA 24.33.03.150.03. Respondent does not admit any violations of the laws and rules governing their licensure, however; they acknowledge the Board has sufficient evidence from which it might find and conclude such violations occurred. Respondent agreed to and completed 12 hours of Board-approved coursework addressing professional ethics and boundaries in the healthcare setting, submitted a written report to the Board explaining what they learned in the course(s) and how it will impact their practice and if returning to practice in Idaho, they shall be required for a period of two (2) years to have a chaperone present during all patient interactions.

2. The Respondent's conduct violates the Code of Professional Responsibility ("Code") 3.2 of the *BOC Standards of Professional Practice* ("BOC Practice Standards") in that the Respondent failed to know and comply with applicable local, state and/or federal rules, requirements, regulations and/or laws related to the practice of athletic training.
3. 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 them, voluntarily admits that their actions as set forth above violate Code 3.2 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 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 and shall constitute an admission by the Respondent that her actions violated Code 3.2 of the BOC Practice Standards.

2. In exchange for the summary termination of the BOC's investigation into Respondent's conduct as described in Paragraph 1 of Page 1 above, Respondent voluntarily admits: (1) that the facts set forth in Paragraph 1 on Page 1 above are true; (2) that the actions set forth in Paragraph 1 on Page 1 above violate Code 3.2 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 they shall comply at all times with the BOC Practice Standards.

7. Respondent consents to and agrees that they are issued a PUBLIC CENSURE. It is standard procedure to publish public censures.

8. Respondent consents to and agrees to provide the BOC written proof from their employer confirming they have received a copy of the Idaho Stipulation and Order no later than November 30, 2022.

9. Respondent's certification shall be placed on probation for a period of two (2) years. During this time Respondent's certification is considered to be in good standing insofar as Respondent incurs no administrative violations and/or criminal charges or convictions and verifies this fact in writing to the Committee on an annual basis. Respondent will be required to submit the annual report no earlier than November 1st and no later than November 30th of each year (2023 and 2024).

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

11. 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 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 11(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 Paragraph 1 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 grounds for the BOC to suspend, revoke, or otherwise take action with regard to her BOC certification.

12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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 12th day of October 2022.

Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Printed Name

Chief Executive Officer

Title

Oct 25 2022

Date

Richard A Bingham

Signature

Richard A Bingham

Printed Name

Oct 24 2022

Date