



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 Pierre G Soubrier ("Respondent") of [REDACTED], Portland, Oregon, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000007482) 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 have stipulated to the truth and accuracy of the following:

1. January 27, 2023, the Board of Certification, Inc. (BOC) received a complaint alleging that Respondent administered a controlled substance to athletes on multiple occasions without a prescription and physician supervision which is a violation of federal and state laws and National Women's Soccer League (NWSL) policy. Additionally, Respondent allegedly administered the medication to one of the players without their informed consent.
2. January 31, 2023, Respondent self-reported this issue stating, "I accept responsibility for the mistakes I made October 23rd, 2022, the day of the NWSL semi-final. I hold myself accountable for: 1. Not knowing that Codeine was a controlled substance. 2. Allowing Player 1 to take the medication she brought into the locker room without referring her to our team doctor. 3. Dispensing the medication to Player 2 without explaining to her what the medication was."
3. Respondent's conduct violates the following Code of Professional Responsibility ("Code") codes of the *BOC Standards of Professional Practice* ("BOC Practice Standards"):

- a. Code 1.2 in that the Respondent failed to protect the patient from undue harm and acts always in the patient's best interest and is an advocate for the patient's welfare, including taking appropriate action to protect patients from health care providers or athletic training students who are, impaired or engaged in illegal or unethical practice.
- b. Code 1.3 in that the Respondent failed to demonstrate sound clinical judgment that is based upon current knowledge, evidence based guidelines and the thoughtful and safe application of resources, treatments and therapies.
- c. Code 1.4 in that the Respondent failed to communicate effectively and truthfully with patients and other persons involved in the patient's program, while maintaining privacy and confidentiality of patient information in accordance with applicable law
- d. Code 1.5 in that the Respondent failed to develop and maintain a relationship of trust and confidence with the patient and/or the parent/guardian of a minor patient and does not exploit the relationship for personal or financial gain.
- e. Code 3.3 in that the Respondent failed to practice in collaboration and cooperation with others involved in a patient's care when warranted; respecting the expertise and medicolegal responsibility of all parties.
- f. Code 3.4 in that the Respondent failed to provide athletic training services only when there is a reasonable expectation that an individual will benefit from such services.
- g. Code 3.5.1 in that the Respondent failed to provide only those services for which they are prepared and permitted to perform by applicable local, state and/or federal rules, requirements, regulations and/or laws related to the practice of athletic training.

4. 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 into Respondent's conduct described in Paragraphs 1 and 2 of Pages 1 and 2 above voluntarily admits that their actions as set forth above violate Codes 1.2, 1.3, 1.4, 1.5, 3.3, 3.4 and 3.5.1 of BOC Practice Standard violations 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 in Paragraphs 1 and 2 of Pages 1 and 2 and shall constitute an admission by the Respondent that these actions violated Codes 1.2, 1.3, 1.4, 1.5, 3.3, 3.4 and 3.5.1 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 1.2, 1.3, 1.4, 1.5, 3.3, 3.4 and 3.5.1 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 complete a one-hour course in professional ethics and a one-hour course in document management both administered by a BOC Approved Provider. Such courses may be a synchronous or asynchronous course.
9. Respondent consents to and agrees that Respondent's certification status is considered CERTIFIED.
10. 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 professional ethics and document management courses must be received by the BOC no later than July 31, 2023. All correspondence and reports concerning the above requirements are to be addressed to BOC Professional Practice and Discipline Committee.

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 by 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 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 Respondent has cured the breach in question.
- c. Failure to cure the breach within the fifteen (15) day time period to the satisfaction of the BOC, will terminate the BOC's obligations under this Consent Agreement and will cause the original matter, as described 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 Respondent's 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 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.

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 constitute 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 11th day of April 2023.

Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Printed Name

Chief Executive Officer

Title

Apr 18 2023

Date

Pierre G Soubrier

Signature

Pierre G Soubrier

Printed Name

Apr 18 2023

Date