



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 1411 Harney Street, Suite 100, Omaha, Nebraska 68102, and Seth A Lindauer ("Respondent") of [REDACTED], Missoula, Montana, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000025082) 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 28, 2022, Respondent submitted their 2020-2021 Continuing Education (CE) report and 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 aware that the BOC reserves the right to audit me at any time and that failure to comply with BOC audit policies may result in the suspension of my BOC certification." 3) "I am aware that falsification of this report may result in the suspension of my BOC certification."
2. Due to submitting their CEUs after the December 31, 2021 deadline date, Respondent was required to comply with the CE audit. As a result, the Respondent was sent audit notifications from the BOC on February 21, 22, 2023, March 8, 30, 2023, and April 12, 2023. BOC did not receive a response. April 25, 2023, the BOC sent Respondent an Investigation Notice electronically via Eversign as they had not complied with the CE audit. The BOC did not receive a response. May 12, 2023, the BOC left a voicemail reminder and sent Respondent a reminder via Eversign. On

May 13, 2023, Respondent emailed BOC stating they had not had time to access the audit, did not know what steps to take, and submitted a copy of an ECC card that had already been approved. On May 15, 2023, the BOC provided instructions for accessing the audit and an explanation of submitting CE documentation and granted an extension to May, 30, 2023. The BOC did not receive a response. On May 16, 2023, the BOC mailed the Respondent the Investigation Notice via first class mail. The BOC did not receive a response. July 17, 2023, BOC sent Respondent a Consent Agreement for Suspension via Eversign, The BOC did not receive a response. August 22, 2023, BOC called and left a voicemail and sent a reminder via Eversign. The BOC did not receive a response. August 30, 2023, the BOC mailed the Respondent the Consent Agreement for Suspension via Certified mail. September 7, 2023, the USPS attempted delivery of the Consent Agreement but there was no recipient available. USPS left a notice that the parcel was available for pickup. September 8, 2023, the USPS attempted redelivery of the Consent Agreement but there was no recipient available. Per the USPS, to date the mailed Consent Agreement has not been claimed at the local USPS Post Office and is being returned to the BOC as undeliverable. October 9, 2023, BOC sent a Charge letter via Eversign. October 10, 2023, Respondent signed the Charge letter receipt acknowledging receipt of the document and electing to have a Consent Agreement for Suspension resent. To date, Respondent has not yet complied with the CE audit.

3. 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.

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 their conduct, voluntarily admits that their actions as set forth above violate Code 2.2 and 3.8 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, 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 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 and 2 of Pages 1 and 2 and 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 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 Respondent's certification status is considered Suspended. Respondent acknowledges and agrees that the suspension of a BOC certification is considered public information and may be published or otherwise disclosed by the BOC.

7. Further, while suspended Respondent is not authorized to do the following:

- a. Represent themselves to the public as a practicing Certified Athletic Trainer or use the certification mark "ATC" following their name; or
- b. Serve as an item writer for the BOC certification exam; or
- c. Serve as a supervisor of students who are satisfying the athletic training requirements for certification eligibility.

8. Respondent may petition for reinstatement in accordance with Section 12 of the BOC Discipline Procedures. Such petition may be filed upon Respondent's ability to provide proof of compliance with the 2020-2021 CE audit or Respondent is prepared to take the BOC Certification Exam for reinstatement. Such a petition may be subject to a background check and panel review. Contact the BOC for reinstatement fees and procedures.

9. 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 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 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.

15. 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 October 2023.

Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Name

Chief Executive Officer

Title

Nov 11 2023

Date

Seth A Lindauer

Signature

Seth A Lindauer

Name

Oct 11 2023

Date