



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 Aubrey Greathouse ("Respondent") of [REDACTED], Littleton, West Virginia, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000018050) 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 17, 2021, Respondent had a criminal complaint filed against them in the Magistrate Court of Harrison County, West Virginia alleging violation of West Virginia Code §61-8A-2 Distribution and display to minor of obscene material.
2. December 2, 2021, the BOC received an *Order Suspending the Respondent's License and Notice of Hearing* issued by the West Virginia Board of Physical Therapy (Board). Per the Order, "because of the sexual nature of the underlying allegations and because it appears the Respondent engaged in such conduct in the course of providing athletic training services to students, including minors, the Board hereby concludes Respondent's continuation in the practice of athletic training constitutes an immediate danger to the public." On December 2, 2021, per the Order, the Board suspended the Respondent's license pending resolution of disciplinary proceedings initiated by the Board.
3. December 2, 2021, the BOC suspended the Respondents certification and sent the Respondent a Notice and Emergency Suspension Order via Eversign. BOC did not

receive a response. January 20, 2022, the BOC left the Respondent a voicemail and sent a reminder via Eversign. BOC did not receive a response. February 7, 2022, the BOC mailed the Notice & Emergency Suspension Order via Certified mail. February 17, 2023, the BOC received a certified mail receipt signed by the Respondent acknowledging receipt of the Notice & Emergency Suspension Order.

4. February 14, 2023, the Circuit Court of Harrison County, West Virginia, issued a *Sentencing Order/Order Granting Supervised Probation*. Per the Order, the Respondent pled guilty for a misdemeanor charge of Nonconsensual Disclosure of Private Images and the Court ordered that the Respondent be committed to the custody of the Commissioner of the West Virginia Division of Corrections for a period of 1 year with credit for 1 day and was ordered to pay associated court costs. Per the Order, the Sentencing was suspended by the Court and the Respondent was given Supervised Probation for a period of 2 years starting February 3, 2023 given the terms and conditions described in the Order.
5. October 22, 2023, Respondent entered into a *Consent Agreement and Order*, with the Board. Per the Order, consistent with the terms of the *Sentencing Order/Order Granting Supervised Probation* entered into by *State of West Virginia v. Aubrey Greathouse* on February 14, 2023, the Respondent may not apply for renewal of their license until February 3, 2025.
6. The Respondent's conduct is in violation of the Code of Professional Responsibility ("Code") codes 3.2 and 3.10 of BOC Standards of Professional Practice ("BOC Practice Standards"). Code 3.2 states, the Athletic Trainer, specialist or applicant, "Practices in accordance with applicable local, state and/or federal rules, requirements, regulations and/or laws related to the practice of athletic training

including, without limitation, applicable state licensing and ethical requirements."

"Code 3.10 states, the Athletic Trainer, specialist or applicant, "Takes no action that leads, or may lead, to the conviction, plea of guilty or plea of nolo contendere (no contest) to any felony or to a misdemeanor related to public health, patient care, athletics or education;; this includes, but is not limited to: rape; sexual abuse of a child or patient; actual or threatened use of a weapon of violence; the prohibited sale or distribution of controlled substance, or its possession with the intent to distribute; or the use of the position of an Athletic Trainer to improperly influence the outcome or score of an athletic contest or event or in connection with any gambling activity."

7. The above-described Code violation constitutes 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 Codes 3.2 and 3.10 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 1-5 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 1-5 of Pages 1 and 2 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs 1-5 of Pages 1 and 2 above; and (2) that Respondent's actions, as set forth in Paragraphs 1-5 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.

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 consent 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 after suspension in accordance with Section 12 of the BOC Discipline Procedures. Such a petition may be brought by Respondent no sooner than February 3, 2025, for the offenses listed in Paragraphs 1-5 of Page 1 and 2.

9. Respondent consents to and agrees to complete 3 hours in professional ethics administered by a BOC Approved Provider. Such a course may be a synchronous or asynchronous course. Documentation showing completion of the required ethics course must be received by the BOC before such a petition for reinstatement is considered.

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 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 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 outlined in Paragraphs 1-5 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.

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 their 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 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.

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 14th day of December 2023.

Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton
Name

Chief Executive Officer
Title

Jan 09 2024
Date

Aubrey Greathouse

Signature

Aubrey Greathouse
Name

Jan 09 2024
Date