



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 Christopher Poskey ("Respondent") of [REDACTED], Olathe, Kansas, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 120602045) 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. March 31, 2023, Respondent was arrested and charged with two counts of violating Kansas Statute §21-5510(b)(1) *Sexual Exploitation of Child*.
2. April 6, 2023, the BOC suspended the Respondents certification and sent the Respondent a Notice and Emergency Suspension Order via Eversign. BOC did not receive a response. May 2, 2023, the BOC mailed the Notice and Emergency Suspension Order via Certified mail. May 16, 2023, the BOC received the Certified mail receipt back signed by another individual acknowledging delivery of the Notice and Emergency Suspension Order. The BOC did not receive a response.
3. June 28, 2023, the Respondent entered into a Consent Agreement with the Kansas State Board of Healing Arts for voluntary surrender of their license to practice athletic training in the State of Kansas for violating Kansas Statutes 65-6911(a)(10) and 100-69-7(a)(8) for committing "unprofessional conduct by engaging in conduct relating to the practice of athletic training that is likely to deceive, defraud, or harm the public" and for violating Kansas Statute 65-6911(a)(9) and 65-6911(a)(10) in that they

“committed unprofessional conduct by engaging in sexually explicit conversation, soliciting sexually explicit images from minors or individuals believe to be minors, transmitting sexually explicit images to minor or individuals believed to be minors, and/or soliciting or inducing minors or individuals believed to be minors to engage in sexually explicit activity.”

4. April 24, 2024, Respondent entered a plea agreement and pled guilty to two counts of violating Kansas Statute §21-5510(a)(2) *Sexual Exploitation of a child – level 5, person felony*.
5. June 28, 2024, Respondent was sentenced to 34 months of incarceration with 3 years of supervised probation including continued mental health treatment and compliance with treatment recommendations, psychological examination and compliance with recommendations, installation of Covenant Eyes or similar software on all devices, limitations on internet use and social media, no consumption of pornography, and no unnecessary contact with minors outside of family members.
6. The Respondent's conduct violates the Code of Professional Responsibility (“Code”) 3.2 and 3.10 of the 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 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 violates 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 and shall constitute an admission by the Respondent that their 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 above, Respondent voluntarily admits: (1) that the facts set forth in Paragraphs 1-5 on Pages 1 and 2; (2) that Respondent's actions, 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 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 after suspension in accordance with Section 13 of the BOC Discipline Procedures. Such petition may be brought by Respondent no sooner than the date of their release from incarceration for the offenses listed in Paragraphs 1-5 on Pages 1 and 2.

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 1-5 on 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 21st day of August 2024.

Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Name

Chief Executive Officer

Title

Sep 10 2024

Date

Christopher Poskey

Signature

Christopher Poskey

Name

Sep 10 2024

Date