



**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 Cory Everts ("Respondent") of [REDACTED] Deerfield, WI, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (certification number 079602597) 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. August 18, 2022, Respondent was issued an Adjudication Order (Order) from the Ohio Occupational Therapy, Physical Therapy and Athletic Trainers Board. Per the Order, Respondent's Ohio athletic trainer's license was revoked due to non-compliance with the Ohio 2018-2020 continuing education audit. Respondent's actions constitute violations of section 4755.64 (A)(2), and Ohio Administrative Code rules 4755-45-01 (A)(1) & (F)(3). October 12, 2022, Respondent entered into a Consent Agreement with the BOC for a Private Censure, proof of completion of NATA Professional Ethics for Athletic Trainers Practical Strategies for Challenging Dilemmas (Modules I, II, III) (3-1-hour courses) ethics courses and a mandatory audit for the 2020-2021 and 2022-2023 CE reporting periods.
2. December 27, 2023, Respondent submitted their 2022-2023 Continuing Education (CE) report listing 53 as the total number of Continuing Education Units (CEUs). Upon submitting their 2022-2023 CE report, Respondent attested to the following statements: "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 submitting the required number of CEUs required for the current reporting period including at least the minimum number of CEUs in Category A on this form.

3) "The information contained in this report is a true and accurate statement of my continuing education activities, falsification of this report may result in the suspension of my BOC certification."

3. Respondent was required to participate in the 2022-2023 CE audit. Respondent was sent audit notifications from the BOC on 3/11/24, 3/28/24, 4/11/24, and 4/24/24.
4. May 23, 2024, Respondent voluntarily resigned their certification. On January 13, 2025, Respondent submitted a petition for reinstatement of their certification. On January 13, 2025, BOC informed Respondent that as a condition of reinstatement, Respondent was required to complete their 2022-2023 CE audit prior to being granted recertification. On January 15, 2025, Respondent informed BOC they did not have CE documentation as they purchased live CE courses from two BOC Approved Providers for CEU credit but instead watched recordings later of the CEU courses, which is not eligible for CEU credit. Respondent claimed these ineligible CEU hours on their 2022-2023 CE report.
5. Respondent submitted 50 CEUs with documentation in their Reinstatement petition that were used as replacement CEUs to satisfy the 2022-2023 CE audit. Said CEUs were earned on August 7, 8, 9, 14, 15, 20, 21, 22, 27, 28, 2024, and September 3, 5, 6, 9, 11, 12, 16, 17, 18, 19, 23, 25, 26, 2024,
6. The Respondent's conduct is a violation of the Code of Professional Responsibility ("Code") 2.2, 3.8, and 3.17 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. Code 3.17 in that the Respondent failed to comply with all conditions and requirements arising from certification restrictions or disciplinary actions taken by the BOC including but not limited to conditions and requirements contained in decision letters and consent agreements entered pursuant to Section 3 of the BOC Professional Practice and Discipline Guidelines and Procedures.

7. The above-described Code violations constitute grounds for disciplinary action pursuant to Section 9 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 Codes 2.2, 3.8, and 3.17 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 7 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 3 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 2.2, 3.8, and 3.17 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 above; (2) that Respondent's actions, violate Codes 2.2, 3.8 and 3.17 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 7 of the BOC Discipline Procedures.

3. Respondent waives all right to a hearing on the merits of this matter as provided in Section 7 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. A Public Censure is a written reprimand from the BOC to the Respondent. It shall be standard procedure to publish Public Censures; this includes but is not limited to the Disciplinary Action Exchange, State Regulatory Agencies and the "BOC Cert Update."

8. Respondent consents and agrees to mandatory reporting of CEUs and uploading documentation to the BOC for reported CEUs on the specified scheduled:

- 2024-2025 Reporting Period
  - 10 CEUs and documentation by March 31, 2025
  - 10 CEUs and documentation by June 30, 2025
  - 10 CEUs and documentation by September 30, 2025
  - 20 CEUs and documentation by December 31, 2025
- 2026-2027 Reporting Period
  - 10 CEUs and documentation by June 30, 2026
  - 10 CEUs and documentation by December 31, 2026
  - 10 CEUs and documentation by June 30, 2027
  - 10 CEUs and documentation by September 30, 2027
  - 10 CEUs and documentation by December 31, 2027.

9. Respondent consents and agrees that any replacement CEUs earned after the audited reporting period and used to fulfill the audited CE reporting period requirements shall not be eligible for current and/or future CE reporting periods.

10. Respondent consents to and agrees that their 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 14.2 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 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 grounds for the BOC to suspend, revoke, or otherwise take action with regard to their 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 21<sup>st</sup> day of January 2025.

**Board of Certification, Inc.**

*Anne M. Minton*

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Signature

Anne M Minton

\_\_\_\_\_  
Name

Chief Executive Officer

\_\_\_\_\_  
Title

Jan 23 2025

\_\_\_\_\_  
Date

*Cory Everts*

\_\_\_\_\_  
Signature

Cory Everts

\_\_\_\_\_  
Name

Jan 22 2025

\_\_\_\_\_  
Date