



CONSENT AGREEMENT

This Consent Agreement is made by and between the National Athletic Trainers' Association 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 Sara E Kelley ("Respondent") of [REDACTED] Newport News, Virginia, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (certification number 2000021922) 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. Respondent violated Virginia Code Sections §54.1-2515.A(12), (16) and 18 VAC 85-120-155 of the Regulations Governing the Licensure of Athletic Trainers in that she accessed multiple patient records without proper authorization. Specifically, on or about October 12, 2017, and again in or about early January 2018, Respondent accessed the electronic medical record for Patient A, a patient for whom she was not involved in treatment, payment, or healthcare operations. Further, Patient A was not being treated in the department where Respondent worked. Respondent stated that she attended the same church as Patient a's mother, and the mother asked Respondent to confirm he patient's appointment times and wanted to know the exact name of the patient's fracture. Patient A's mother reported that Respondent helped her make an appointment for Patient A with a physician and provided the address of that appointment to the mother. On or about November 7 and 8, 2017, Respondent accessed the electronic medical record for Patient B, a patient for whom she was not involved in treatment, payment, or healthcare operations. Further,

Patient B was not being treated in the department where Respondent worked. Patient B's mother reported that she attended the same church as Respondent, and asked Respondent if she could access the patient's x-ray because the patient's mother forgot to ask the patient's physician about it. On or about December 1, 2017, Respondent accessed the electronic medical records for Patient C, a patient for whom she was not involved in treatment, payment, or healthcare operations. Further, Patient C was not being treated in the department where Respondent worked. Patient C worked in the same department of the healthcare system as Respondent, and Respondent was overheard telling others that she checked to see if Patient C was a physical therapy or at work on that day. Respondent denied ever accessing Patient C's medical records. As a result of her improper access of patient records, the healthcare system that employed Respondent terminated her employment on or about January 12, 2018.

2. The Respondent's conduct also violates the Code of Professional Responsibility ("Code") 3.2 of the *BOC Standards of Professional Practice* ("BOC Practice Standards") in that the Respondent failed to know and comply with applicable local, state and/or federal rules, requirements, regulations and/or laws related to the practice of athletic training.
3. 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 and the disciplinary proceedings against her, voluntarily admits that

her actions as set forth above violate Code 3.2 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 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 Executive Director 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 her actions violated Code 3.2 of the BOC Practice Standards.

2. In exchange for the summary termination of the BOC's investigation into Respondent's conduct as described in Paragraph 1 of Pages 1 and 2 above, Respondent voluntarily admits: (1) that the facts set forth in Paragraph 1 on Pages 1 and 2 above are true; (2) that the actions set forth in Paragraph 1 on Pages 1 and 2 above violate Code 3.2 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 he shall comply at all times with the BOC Practice Standards.

7. Respondent consents to and agrees that he is issued a PUBLIC CENSURE. It is standard procedure to publish Public Censures.

8. Respondent consents to and agrees to complete a course in professional ethics administered by a BOC Approved Provider. Such course may be a live course or a BOC-approved home-study 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 ethics course must be received by the BOC no later than December 31, 2018. All correspondence and reports concerning the above restrictions and/or 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 of the term(s) of this Consent Agreement.
- 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 Paragraph 1 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 grounds for the BOC to suspend, revoke, or otherwise take action with regard to her 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 10<sup>th</sup> day of October 2018.

**National Athletic Trainers' Association Board of Certification, Inc.**

*Denise M. Fandel*

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*Signature*

Denise Fandel

\_\_\_\_\_  
*Printed Name*

Executive Director

\_\_\_\_\_  
*Title*

Oct 27 2018

\_\_\_\_\_  
*Date*

*Sara Kelley*

\_\_\_\_\_  
*Signature*

Sara E Kelley

\_\_\_\_\_  
*Printed Name*

Oct 27 2018

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*Date*