



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 Mackenzie Delgado ("Respondent") of [REDACTED] Conklin, Michigan, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000022856) 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 have stipulated to the truth and accuracy of the following:

1. February 28, 2018, Respondent submitted her 2016-2017 Continuing Education (CE) report listing 50 as the total number of Continuing Education Units (CEUs) reported. Upon submitting her 2016-2017 CE report, Respondent 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 submitting no less than 50 CEUs required for the current reporting period including 10 CEUs in Category EBP on this form." 3) "I am aware that falsification of this report may result in the suspension of my BOC certification."
2. Due to reporting CEUs after the December 31, 2017 deadline date, Respondent was required to participate in the 2016-2017 audit. Respondent was sent audit notifications from the BOC September 25, October 10, 24 and November 5, 2018. November 15, 2018, Respondent provided her audit documentation. During the audit process, it was discovered, CEU amounts for several CEU certificates had been

altered. November 28, 2018, the BOC called Respondent and left her a voicemail requesting a return phone call. December 4, 2018, respondent returned the phone call. When questioned about the conflicting CEU amounts on the certificates, Respondent stated she did not change the amounts but that is how she was given the certificates. December 5, 2018, Respondent called and left the BOC a voicemail stating, "We spoke yesterday about the audit. I know you gave me the chance yesterday to like tell you that I did it but I guess I was really just trying to keep face. But now I am like physically ill about it so it was me that put in the wrong numbers. I just thought that now I have my dream job that not getting all 50 would go against me so. We are very very low on funds and have been for a long time and just this last August of 2017 was when I was just like getting like CEU like refunds like reimbursement. So we just have been struggling for a while. And I'm going to get the, I'm taking a class on Friday for 3 more credits and then I'm still looking for getting into a class for the cardiac care. So I'll go ahead and message you once I figure when I'm taking that class. Okay thank you." Respondent provided correct documentation for 47.75 CEUs. January 2019, Respondent provided documentation for the required CEUs to comply with the BOC requirement. Said CEUs were completed November 30, 2018 and January 14, 2019. February 18, 2019, Respondent's audit was approved.

3. Respondent's conduct as described in Paragraph 1 above violates the Code of Professional Responsibility ("Code") 2.2 and 3.8 of the BOC Standards of Professional Practice ("BOC Practice Standards"). Code 2.2 states, "Complies with the most current BOC recertification policies and requirements." Code 3.8 states, "Ensures 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 (“BOC Discipline Guidelines”).

WHEREAS, Respondent, in consideration of this Consent Agreement and for the purpose of terminating the BOC’s investigation into the conduct described in Paragraphs 1 and 2 of Pages 1 and 2 above, voluntarily admits that her actions as set forth above violate Codes 2.2 and 3.8 of 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 Guidelines.

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 Discipline Guidelines 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 Codes 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 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs number 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 Discipline Guidelines.

3. Respondent waives all right to a hearing on the merits of this matter as provided in Section 6 of the Discipline Guidelines.

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 she is issued a PUBLIC CENSURE. It is standard procedure to publish Public Censures.

8. Respondent consents to and agrees to complete four (4) hours of continuing education in professional ethics with an emphasis on making ethical decisions and morality by a BOC Approved Provider. Such continuing education may be a live course(s) or a BOC-approved home-study course(s).

9. Respondent consents and agrees to mandatory audits for the 2020-2021 and 2022-2023 CE reporting periods. Audit notifications outlining the details of the audits will be sent at a later date.

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 courses must be received by the BOC no later than July 31, 2019. All correspondence and reports concerning the above restrictions and/or requirements are to be addressed to BOC Professional Practice and Discipline Committee.

11. Respondent consents to and agrees that Respondent's certification status is considered CERTIFIED.

12. 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.

- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 12(a) above to demonstrate to the sole satisfaction of the BOC that Respondent has cured the breach in question.
- c. Failure to cure the breach within the fifteen (15) day time period to the satisfaction of the BOC, will terminate the BOC's obligations under this Consent Agreement and will cause the original matter, as described 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 Respondent's BOC certification.

13. 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.

14. 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.

15. 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.

16. This Consent Agreement shall be binding on and shall inure to the benefit of the Parties, their successors, assigns, or other legal representatives.

17. 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 constitute a continuing waiver.

18. 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 1st day of April 2019.

National Athletic Trainers' Association Board of Certification, Inc.

Denise M. Fandel

Signature

Denise Fandel

Printed Name

Chief Executive Officer

Title

Apr 04 2019

Date

Mackenzie Delgado

Signature

Mackenzie Delgado

Printed Name

Apr 04 2019

Date