



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 Daniel O'Connell ("Respondent") of [REDACTED] [REDACTED] Salina, Kansas, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000003452) 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, that the Parties stipulate to the truth and accuracy of the following:

1. September 9, 2019, Respondent was issued a Summary Order with a Public Reprimand from the state of Kansas Board of Healing Arts (Board) for violating the following:
 - a. K.S.A. 65-6911(a)(6), by failing to conform to K.S.A. 65-6906(d) and K.A.R. 100-69-9, in that Respondent, over the course of approximately three years, provided services as an athletic trainer without filing proper and accurate practice protocols with the Board.
 - b. K.S.A. 65-6911(a)(10), as further defined by K.A.R. 100-69-7(e), in that Respondent, over the course of approximately three years, provided services as an athletic trainer without practice protocols and/or contrary to the practice protocols filed with the Board.
2. The Respondent's conduct also violated 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 facts 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 Respondent's conduct, voluntarily admits that Respondent's actions set forth above violate Code 3.2 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 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 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 Paragraph 1 of Page 1, and shall constitute an admission by the Respondent that these 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 Page above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraph 1 of Page 1 above; and (2) that Respondent's conduct, as set forth in Paragraph 1 of Page 1 above, violates 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 and agrees to comply at all times with the BOC Practice Standards.

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

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

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, return receipt requested or by tracked courier 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 9(a) above to demonstrate to the satisfaction of the BOC that she 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 Paragraph 1 of Page 1 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.

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 Respondent's 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 in its sole and absolute discretion, shall be non-continuing in nature.

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 23rd day of September 2019.

National Athletic Trainers' Association Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Printed Name

Chief Executive Officer

Title

Sep 25 2019

Date

Daniel O'Connell

Signature

Daniel O'Connell

Printed Name

Sep 25 2019

Date