

## 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 Patrick B McAllister ("Respondent") of [REDACTED], Newtown, Pennsylvania, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (certification number 2000002828) 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 was required to participate in the 2014-2015 audit for earning some of his 2014-2015 Continuing Education Units (CEUs) after the December 31, 2015 deadline. Respondent utilized CEUs earned August 14 and October 18, 2016 to complete the 2014-2015 CEU requirement and failed to provide proof of continuous certification in Emergency Cardiac Care (ECC) certification during the entire reporting period. As a resolution, November 15, 2016, Respondent entered into a Consent Agreement with a Private Censure and a mandatory audit for the 2016-2017 reporting period.
2. December 14, 2017, Respondent submitted his 2016-2017 CE report. Respondent was required to participate in the 2016-2017 audit. April 18, 2018, Respondent submitted his audit documentation. During the audit process, it was discovered Respondent provided correct documentation for 46.5 of the required 50 CEUs. Respondent was then required to earn CEUs earned after the December 31, 2017 deadline to comply with the audit. As a resolution, May 21, 2018, Respondent entered into a Consent Agreement with the BOC that included sanctions of a Private Censure, a mandatory audit of the 2018-2019 reporting period and a course in professional ethics administered by a BOC Approved Provider.

3. December 2, 2019, Respondent submitted his 2018-2019 CEU report listing 50.5 as the total number of CEUs reported. Upon submitting his 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 have maintained ongoing certification in ECC for this reporting period and possess documentation for all ECC entries listed below." 4) "I am aware that falsification of this report may result in the suspension of my BOC certification."
  
4. Respondent was required to participate in an audit of the 2018-2019 CE reporting period. Respondent was sent audit notifications from the BOC March 11 and 25, 2020. April 8, 2020, Respondent submitted his audit documentation. During the audit process, it was discovered Respondent was unable to provide correct ECC documentation for January 1, 2018-December 31, 2019. Respondent provided the following statement with his audit documentation, "...the Heartsaver course was the course that my office provided for me. At that time, I was unaware of the different course needed to maintain all the BOC ECC requirements. I did not know the Heartsaver and the BLS courses were different until now." May 5, 2020, Respondent submitted documentation for the correct ECC course. This course was completed January 2020 and is valid for two (2) years. May 22, 2020, Respondent's audit was approved.
  
5. The Respondent's conduct is a violation of the Code of Professional Responsibility ("Code") 2.2 and 3.8 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.

6. 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 him, voluntarily admits that his actions as set forth above violate Code 2.2 and 3.8 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 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 his actions violated Code 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 1-4 of Pages 1 and 2 above, Respondent voluntarily admits: (1) that the facts set forth in Paragraphs 1-4 on Pages 1 and 2 above are true; (2) that the actions set forth in Paragraphs 1-4 on Pages 1 and 2 above violate Code 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 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's certification shall be placed on probation for a period of three (3) years.  
  
During this time Respondent's certification is considered to be in good standing insofar as Respondent complies with certification maintenance requirements and verifies this fact in writing to the Committee on an annual basis. Respondent will be required to submit the annual report no earlier than August 1st and no later than August 30<sup>th</sup> of each year (2021, 2022, 2023).
  
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 audit will be sent at a later date.
  
10. Respondent consents to and agrees that Respondent's 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.
  - 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 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 1-4 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 his 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 June 2020.

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

*Anne M. Minton*

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*Signature*

Anne M Minton

*Printed Name*

Chief Executive Officer

*Title*

Jun 10 2020

*Date*

*Patrick B McAllister*

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*Signature*

Patrick B McAllister

*Printed Name*

Jun 10 2020

*Date*