



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 Paula A Upright ("Respondent") of [REDACTED], Bowling Green, Kentucky, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 099402492) 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. February 29, 2012, Respondent complied with the 2009-2011 continuing education audit. Due to reporting her CEUs after the December 31, 2011 deadline date Respondent was required to participate in the audit. During the audit, it was discovered Respondent failed to provide proof of continuous certification in Emergency Cardiac Care (ECC) certification for the entire reporting period. As a resolution, August 20, 2012, Respondent was issued a sanction of a Private Censure.
2. February 29, 2016, Respondent submitted her 2014-2015 continuing education report. Due to reporting her CEUs after the December 31, 2015 deadline date, Respondent was required to participate in the audit. During the audit, it was discovered Respondent utilized CEUs after December 31, 2015 to comply with the audit and failed to provide proof of continuous certification in ECC for the entire reporting period. As a resolution, December 5, 2016, Respondent entered into a Consent Agreement with a Private Censure, mandatory audit of the 2016-2017 reporting

period and a course in professional ethics administered by a BOC Approved Provider.

3. December 16, 2019, Respondent submitted her 2018-2019 CEU report and 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 have maintained ongoing certification in ECC for this reporting period and possess documentation for all ECC entries listed below." 3) "I am aware that falsification of this report may result in suspension of my BOC certification."
4. Respondent was randomly selected to participate in the 2018-2019 audit. The BOC sent Respondent audit notifications January 6, 20, February 10 and 24, 2021. February 25, 2021, Respondent provided her audit documentation. Respondent provided correct ECC documentation for two (2) courses. The first course was completed June 30, 2016 and was valid for two (2) years. The second course was completed April 15, 2021 and is valid for two (2) years. Respondent provided the following statement with her audit documentation, "I teach full time, in sport management at WKU. I no longer practice as an AT, but I really do want to keep my certification. When I retire from teaching. I may go back into the field of AT and honestly I just can't imagine letting go of certification. Being out of the field, I simply forgot to renew the CPR and then took an incorrect course by mistake. Honestly, the content was so similar I didn't realize it was incorrect. If it matters, I was not a working AT during that time. I had no idea I was non-compliant until this audit. I don't know how to fix this, except to say, I took the correct course immediately upon

learning of my mistake. I love taking online classes and attending lectures to stay up to date on evidence based practice, I just made a mistake with CPR. I will do whatever necessary to make this right." April 19, 2021, 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 into h34 conduct, voluntarily admits that her actions as set forth above violates Code 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 Procedures;

WHEREAS, 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 in Paragraphs 1-4 of Pages 1-3 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 1-4 of Pages 1-3 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs 1-4 of Pages 1-3 above; and (2) that Respondent's actions, as set forth in Paragraphs 1-4 of Pages 1-3 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 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 to 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. The BOC reserves the right to request ECC documentation at any time; this includes, but is not limited to, the BOC audit. Respondent must retain all ECC documentation that was current during the reporting period for at least 2 years after the end of the reporting period. The only acceptable documents are original certification cards, original certificates of completion or photocopies (front and back) of certification cards or certificates of completion. Within 30 days of the BOC's written request, Respondent will be required to submit current ECC documentation.

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. 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 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 13.2 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 outlined in Paragraphs 1-4 of Pages 1-3, 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 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 her 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 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.

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 20th day of April 2021.

National Athletic Trainers' Association Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Name

Chief Executive Officer

Title

Apr 20 2021

Date

Paula A Upright

Signature

Paula A Upright

Name

Apr 20 2021

Date