

**BEFORE THE
BOARD OF REGISTRATION FOR THE HEALING ARTS
STATE OF MISSOURI**

**THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS,**)
)
)
 Petitioner,)
 v.)
)
CHRISTOPHER T. POSKEY, AT,)
)
 Respondent.)

Case No. 2023-001046

CONSENT ORDER

COMES NOW Christopher T. Poskey, AT (“Licensee”) and the Missouri State Board of Registration for the Healing Arts (“the Board”) and enter into this Consent Order (“Order” or “agreement”) for the purpose of resolving the issue of whether the Licensee’s athletic trainer’s license is subject to automatic revocation. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to sections 536.060 and 621.045, RSMo¹.

1. Licensee acknowledges that he understands the various rights and privileges afforded to him by law, including the right to a hearing of the charges; the right to appear and be represented by legal counsel; the right to have all charges against him proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing; the right to present evidence on his own behalf; the right to a decision based upon the record concerning the charges pending against him; and the right to present evidence in mitigation of discipline at a hearing before the Board. Having been advised of these rights provided to him by operation of law, Licensee knowingly and voluntarily waives each and

¹ All statutory references are to the Revised Statutes of Missouri Cumulative Supplement (2020), unless otherwise stated.

every one of these rights, freely enters into this agreement and agrees to abide by the terms of this document as they pertain to him.

2. Licensee acknowledges that he may, at the time this agreement is effective or within fifteen (15) days thereafter, submit this agreement to the Administrative Hearing Commission to determine whether the facts agreed to by the parties constitute grounds to discipline Licensee's license. Knowing of this right he waives the same.
3. Licensee acknowledges that he has been advised of his right to consult legal counsel in this matter, and he has utilized the same.
4. The parties stipulate and agree that the discipline agreed to by the Board and Licensee in Part III of this Consent Order is based only on the information contained in Parts I and II herein. Licensee understands that the Board may consider facts or conduct not specifically mentioned in this document, either presently known to the Board or later discovered, in the event he applies for a new license in the future.
5. Licensee understands and agrees that the Board will maintain this agreement as an open record as required by chapters 324, 334, and 610, RSMo, and it will report this agreement to the National Practitioner Data Bank ("NPDB") and the Federation of State Medical Boards ("FSMB").

I. JOINT STIPULATION OF FACTS

Based upon the foregoing, the Board and Licensee herein jointly stipulate and agree to the following:

6. The Board is an agency of the State of Missouri created and established pursuant to section 334.120, RSMo for the purpose of executing and enforcing the provisions of chapter 334, RSMo.

7. Christopher T. Poskey, AT, (“Licensee”) is licensed by the Board as an athletic trainer, license number 2017001840, which was first issued on January 23, 2017. Licensee's license lapsed on January 31, 2024.
8. On or about April 6, 2023, the Board of Certification for the Athletic Trainer (“BOC”) placed Licensee’s certification to practice as an athletic trainer in Emergency Suspension (“BOC Emergency Suspension”).
9. As a result of the BOC Emergency Suspension, Licensee can no longer represent himself to the public as a Certified Athletic Trainer, serve as an item writer for the BOC certification exam, or serve as a supervisor of students who are satisfying the athletic training requirements for certification eligibility.
10. The BOC Emergency Suspension was based the BOC’s concerns after receiving several news articles and a copy of the Johnson County Sheriff’s Office Inmate Report indicating on March 31, 2023, Licensee was arrested, charged, and booked for Sex Exploit Child/Perform.
11. On or about April 24, 2024, entered a Plea Agreement in the District Court of Johnson County in Kansas, in case number 23CR1150 to two (2) counts of Sexual Exploitation of a Child, a person felony, in violation of K.S.A. 21-5510(a)(2), K.S.A. 21-6804 and K.S.A. 21-6807.
12. On or about June 28, 2023, Kansas Board of Healing Arts and Licensee entered into a Consent Order to Surrender license in Lieu of Revocation wherein Licensee surrendered his Kansas license (“Kansas Consent Order”).
13. The Kansas Consent Order was based on findings that Licensee, while employed at Blue Valley School District, communicated with two minor females, or with two individuals he believed to be minors, on social media wherein he both requested and transmitted sexually explicit images.

14. The Kansas Consent Order constitutes a final disciplinary action taken against Licensee's license to practice medicine by another state licensing authority.

15. The above is cause to discipline Licensee's license pursuant to sections 334.100.2(2), 334.102.7(1)(a), and 334.103.1, RSMo.

II. JOINT CONCLUSIONS OF LAW

16. Cause exists to discipline Licensee's license pursuant to sections 334.100.2(2), 334.102.7(1)(a), and 334.103.1, RSMo which state:

334.103. 1. A license issued under this chapter by the Missouri State Board of Registration for the Healing Arts shall be automatically revoked at such time as the final trial proceedings are concluded whereby a licensee has been adjudicated and found guilty, or has entered a plea of guilty or nolo contendere, in a felony criminal prosecution under the laws of the state of Missouri, the laws of any other state, or the laws of the United States of America for any offense reasonably related to the qualifications, functions or duties of their profession, or for any felony offense involving fraud, dishonesty or an act of violence, or for any felony offense involving moral turpitude, whether or not sentence is imposed, or, upon the final and unconditional revocation of the license to practice their profession in another state or territory upon grounds for which revocation is authorized in this state following a review of the record of the proceedings and upon a formal motion of the state board of registration for the healing arts. The license of any such licensee shall be automatically reinstated if the conviction or the revocation is ultimately set aside upon final appeal in any court of competent jurisdiction.

334.102.7. (1) The board may initiate a hearing before the board for discipline of any licensee's license or certificate upon receipt of one of the following:

(a) Certified court records of a finding of guilt or plea of guilty or nolo contendere in a criminal prosecution under the laws of any state or of the United States for any offense involving the qualifications, functions, or duties of any profession licensed or regulated under this chapter, for any offense involving fraud, dishonesty, or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed;

(b) Evidence of final disciplinary action against the licensee's license, certification or registration issued by any other state, by any other agency or entity of this state or any other state or the United States or its territories, or any other country;

334.100.2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621 against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

(2) The person has been finally adjudicated and found guilty, or entered a plea of guilty or nolo contendere, in a criminal prosecution under the laws of any state or of the United States, for any offense reasonably related to the qualifications, functions or duties of any profession licensed or regulated pursuant to this chapter, for any offense involving fraud, dishonesty or an act of violence, or for any offense involving moral turpitude, whether or not sentence is imposed;

17. Licensee's conduct, as established by the foregoing facts, falls within the intendments of sections 334.100.2(2), 334.102.7(1)(a), 334.102.7(1)(b), and 334.103.1, RSMo.
18. Cause exists for the Board to take disciplinary action against Licensee's license under sections 334.100.2(2), 334.102.7(1)(a), 334.102.7(1)(b), and 334.103.1, RSMo.

III. JOINT AGREEMENT ON DISCIPLINE

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the disciplinary order entered by the Board in this matter under the authority of section 621.110, RSMo. This agreement, including the disciplinary order, will be effective immediately on the date entered and finalized by the Board. The following are the terms of the disciplinary order:

19. The athletic trainer's license issued by the Board to Licensee, number 2017001840, is hereby **VOLUNTARILY SURRENDERED.**

20. Within thirty (30) days of the effective date of this agreement, Licensee shall return his pocket card and license to the Board.

21. If Licensee is licensed in other jurisdictions, he shall forward written notice of this disciplinary action to the medical licensing authorities of those jurisdictions within thirty (30) days of the effective date of this agreement. Licensee shall submit a copy of the written notice to the Board contemporaneously with sending it to the relevant licensing authority. If Licensee is not licensed in other jurisdictions, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.

22. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to all employers, hospitals, nursing homes, out-patient centers, clinics, and any other facility where Licensee practices or has privileges. Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If Licensee does not have an employer, staff privileges or practice at any facility, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.

23. Licensee shall, within thirty (30) days of the effective date of this agreement, forward written notice of this disciplinary action to any allied health care professionals supervised by Licensee. Licensee shall, contemporaneously with the giving of such notice, submit a copy of the notice to the Board for verification by the Board or its designated representative. If Licensee does not supervise any allied health professionals, he shall notify the Board of that fact, in writing, within thirty (30) days of the effective date of this agreement.

24. For purposes of this agreement and unless otherwise specified herein, all reports, documentation, evaluations, notices, or other materials Licensee is required to submit to the Board in this agreement shall be forwarded to the State Board of Registration for the Healing Arts, Attention: Enforcement, P.O. Box 4, Jefferson City, Missouri 65102.
25. This agreement does not bind the Board or restrict it from considering evidence of rehabilitation or facts and conduct not specifically mentioned in this document, either presently known to the Board or later discovered, in the event Licensee applies for a new license in the future.
26. Licensee hereby waives and releases the Board, its members, and any of its employees, agents, or attorneys, including any former board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to any claims for attorney's fees and expenses, including any claims pursuant to section 536.087, RSMo, or any claim arising under 42 USC 1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, or from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in the event that any court of law or administrative tribunal deems this agreement or any portion thereof void or unenforceable.

LICENSEE

Chris Poskey 9/18/24
Christopher T. Poskey, AT Licensee Date

Vanessa M. Riebli 9/18/24
Vanessa M. Riebli Attorney for Licensee Date
Missouri Bar No. 60243

BOARD

James Loggell 9/24/24
James Loggell Executive Director Date

Adam G. Grayson 9/20/24
Adam G. Grayson Attorney for the Board Date
Missouri Bar No. 61976

EFFECTIVE THIS 24th DAY OF SEPTEMBER, 2024.