

Before The Ohio  
Occupational Therapy, Physical Therapy, and Athletic Trainers Board

Athletic Trainers Section

Kimberly Velotta  
7533 Biltmore Road  
Mentor, Ohio 44060-6914

IN RE:

The eligibility of Kimberly Noel  
Velotta, AT003581, to retain her license  
as an Athletic Trainer in the State of  
Ohio

Case No: AT-17-006

Issue Date: August 9, 2017

**Notice of Opportunity for a Hearing**

**Introduction and Jurisdiction**

Section 4755.64 (A) of the Ohio Revised Code authorizes the Board to suspend, revoke, or refuse to issue or renew an athletic trainers license, or reprimand, fine or place a licensee on probation, for any of the following:

- (2) Violation of sections 4755.61 to 4755.65 of the Revised Code or any order issued or rule adopted thereunder;

In accordance with Chapter 119 and section 4755.64 of the Ohio Revised Code, you are hereby notified that the Athletic Trainers Section of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board (hereinafter, "**Board**") intends to determine whether or not to suspend or revoke your athletic trainers license, or reprimand, fine, or place you on probation for the following reasons:

**Count 1**

From on or about October 1, 2016, to on or about April 28, 2017, while employed at Ashtabula County Medical Center located at 2420 Lake Avenue, Ashtabula, Ohio 44004, **Velotta** provided athletic training services and signed athletic training documentation at Edgewood High School when she did not hold a valid license to practice as an athletic trainer in the State of Ohio. Said conduct constitutes a violation of Ohio Rev. Code §§ 4755.62 (A) & 4755.64 (A)(2), and Ohio Administrative Code § 4755-42-01 (A) & (B).

**Ohio Revised Code § 4755.62 (A) states:**

(A) No person shall claim to the public to be an athletic trainer or imply by words, actions, or letters that the person is an athletic trainer unless the person is licensed as an athletic trainer, or otherwise engage in the practice of athletic training, pursuant to this chapter.

Ohio Administrative Code § 4755-42-01 (A) and (B) states:

In accordance with division (A) of section 4755.62 of the Revised Code, no person shall do either of the following:

(A) Use the words athletic trainer, athletic training, licensed athletic trainer, licensed trainer, or the letters A.T., L.A.T., or any other letters, words, abbreviations, or insignia indicating or implying that the individual is an athletic trainer unless the person holds a valid license under sections 4755.60 to 4755.65 of the Revised Code.

(B) Imply by actions or otherwise engage in the practice of athletic training unless the individual holds a valid license under sections 4755.60 to 4755.65 of the Revised Code.

### Hearing Procedures

Pursuant to section 119.07 of the Ohio Revised Code, you have the right to request a hearing on these charges, if your written request for a hearing is received by the Board office, located at 77 South High Street, 16<sup>th</sup> Floor, Columbus, OH 43215, within thirty (30) days of the mailing of this Notice. Further, you are advised that you are entitled to appear at such hearing in person, or by an attorney, or by such other representative who is permitted to practice before the agency. At the hearing, you may present evidence and examine witnesses appearing for or against you. Also, In lieu of personally appearing, you may present your positions, arguments, or contentions in writing.

If you do not timely request such a hearing, the Board, upon consideration of the charges cited, may, in your absence, take such disciplinary action it deems appropriate. This action may include, but is not limited to, suspension or revocation of your license.

Please be advised that under section 4755.031 of the Ohio Revised Code, a person sanctioned under section 4755.11, 4755.47, 4755.482, or 4755.64 of the Revised Code shall pay a fee in the amount of the actual cost of the administrative hearing including the cost of the court reporter, the hearing officer, transcripts, and any witness fees for lodging and travel, as determined by the appropriate Section of the Board. The fee shall be collected by the appropriate Section.

By Order of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board:  
**Athletic Trainers Section**



Lisa Ratinaud  
Enforcement Division Supervisor

Certified Mail: 70050390000185776275

**Return Receipt Requested**

cc: Melissa L. Wilburn, Senior Assistant Attorney General

**Before The Ohio  
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Case No: AT-17-006

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Ohio

**Consent Agreement**

This CONSENT AGREEMENT constitutes an Adjudication Order within the meaning of Section 119.01(D) of the Ohio Revised Code. This Consent Agreement ("Agreement") is entered into by and between **Kimberly Noel Velotta** ("**Velotta**") and the OHIO OCCUPATIONAL THERAPY, PHYSICAL THERAPY AND ATHLETIC TRAINERS BOARD, ATHLETIC TRAINERS SECTION ("Board").

The Board is a state agency, charged with enforcing relevant provisions of Ohio Revised Code Chapter 4755 and all rules promulgated thereunder. **Velotta** hereby enters into this Agreement being fully informed of her rights, including those under Chapter 4755 and Chapter 119, Ohio Revised Code, including the right to representation by counsel and an adjudication hearing.

In consideration of the forgoing and mutual promises hereinafter set forth, **Velotta** and the Board hereby agree as follows:

**Jurisdiction and Predicate Facts**

1. The Ohio Occupational Therapy, Physical Therapy and Athletic Trainers Board, Athletic Trainers Section, is empowered by section 4755.64 (A) of the Ohio Revised Code to suspend, revoke, or refuse to issue or renew an athletic trainers license, or reprimand, fine or place a licensee on probation, for any of the following:
  - (2) Violation of sections 4755.61 to 4755.65 of the Revised Code or any order issued or rule adopted thereunder;
2. **Velotta** was initially licensed as an athletic trainer in the State of Ohio on March 23, 2011.
3. **Velotta's** license to practice as an athletic trainer in the State of Ohio expired on September 30, 2016.
4. From on or about October 1, 2016, to on or about April 28, 2017, while employed at Ashtabula County Medical Center located at 2420 Lake Avenue, Ashtabula, Ohio 44004, **Velotta** provided athletic training services and signed athletic training documentation at Edgewood High School when she did not hold a valid license to

practice as an athletic trainer in the State of Ohio. Said conduct constitutes a violation of Ohio Rev. Code §§ 4755.62 (A) & 4755.64 (A)(2), and Ohio Administrative Code § 4755-42-01 (A) & (B).

5. **Velotta's** license to practice as an athletic trainer in the State of Ohio was reinstated on May 2, 2017.
6. **Velotta** currently holds a license to practice as an athletic trainer in the State of Ohio, and is subject to all laws and rules of Ohio regulating the practice of athletic training.

### **Admissions**

1. **Velotta** hereby admits and acknowledges that she has received proper notice of her right to a formal hearing pursuant to Ohio Revised Code Chapter 119.
2. **Velotta** hereby knowingly waives all rights to a formal hearing in this matter, and agrees that this Agreement shall have the full force and effect of an Order duly entered in accordance with those procedures set forth in Ohio Revised Code Chapter 119 and Chapter 4755 relating to administrative proceedings.
3. **Velotta** admits that the facts as set forth above are true and accurate, and she expressly waives all rights to challenge said facts.
4. **Velotta** admits that the facts set forth above constitute a violation of Ohio law thereby subjecting her to disciplinary action by the Board, pursuant to R.C. 4755.64.

### **Terms**

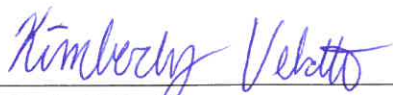
WHEREFORE, in consideration of the foregoing, and in lieu of any further disciplinary action, **Velotta** and the Board, knowingly and voluntarily agree to the following terms:

1. **Velotta** agrees that this Agreement serves as a written reprimand.
2. **Velotta** shall pay a fine of \$200.00. This fine shall be paid within sixty (60) days of the effective date of this Agreement. Acceptable forms of payment include cashier's check, business check, or money order. Payments should be made payable to "Ohio Treasurer of State." Payment may also be made via credit card by contacting the Board's Enforcement Division.
3. **Velotta** shall provide a copy of this Consent Agreement to any current and future employers during the term of this agreement. The copy shall be given to **Velotta's** supervisor(s), or whoever is responsible for evaluating her work performance. **Velotta's** employer(s) must send written notification on company letterhead to the Enforcement Division indicating that they were provided with a copy of this agreement. **Velotta** shall ensure that this notification by her employer is received within (30) days of the effective date of this Agreement. If **Velotta** changes employers during the course of this Agreement, she shall ensure that written notification by her new employer(s) is received within thirty (30) days of the start date of her new position. **If Velotta is not employed within thirty (30) days of the effective date of this Agreement, she shall submit a statement to that effect to the Enforcement Division of the Board.**

6. **Velotta** agrees to abide by all federal, state, and local laws and all laws and rules governing the practice of athletic training in the State of Ohio.
7. Failure to abide by the terms of this Agreement shall constitute an actionable violation in and of itself without further proof and may subject **Velotta** to any and all disciplinary remedies to the Athletic Trainers Section including, but not limited to, revocation.
8. **Velotta** hereby releases the Ohio Occupational Therapy, Physical Therapy and Athletic Trainers Board, its members, employees, agents and officers jointly and severally from any and all liability from the within matter.
9. All parties to this Agreement understand that this Agreement is a public record and may be published on the Board's website and reported to appropriate organizations, data banks, and governmental bodies, including, but not limited to, the United States Department of Health and Human Services' National Practitioner Data Bank (NPDB).
10. By her signature on this Agreement, **Velotta** agrees that in the event the Board, in its discretion, does not approve this Agreement, this settlement offer is withdrawn and shall be of no evidentiary value and shall not be relied upon or introduced in any disciplinary action or appeal by either party. **Velotta** agrees that should the Board reject this Agreement and if this case proceeds to hearing, she will assert no claim that the Board was prejudiced by its review and discussion of this Agreement or of any information relating thereto.
11. By adopting and executing this Agreement, the Board hereby acknowledges that this Agreement is a full and final settlement of the within matter and agrees that it will not pursue further action against **Velotta** resulting from the aforementioned conduct.
12. This Agreement contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this Agreement.
13. **Velotta** has had the opportunity to review this Agreement and receive the advice of the legal counsel of her choice regarding it and all of its terms, conditions, and requirements.

I, **Kimberly Velotta**, have carefully read the above agreement and I enter into it freely and voluntarily with full knowledge of its force and effect, and full knowledge of my rights under Ohio law. By executing this agreement, I recognize that if, in the discretion of the Board it appears that I have breached any terms or conditions of this consent agreement, the Board may initiate formal disciplinary proceedings which may be based solely upon a breach of the consent agreement. If the Board finds a breach of this consent agreement, it may impose any disciplinary remedy available under Ohio law.

The terms and conditions of this Agreement shall not become effective until approved by the Board and executed pursuant to its approval.


  
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**Kimberly Velotta**

8-21-17  
\_\_\_\_\_  
DATE

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Counsel to Kimberly Velotta  
(If represented)  
  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
**Lisa Ratinaud**  
Enforcement Division Supervisor

9-14-17  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
**Melissa L. Wilburn**  
Senior Assistant Attorney General  
  
9-14-2017  
\_\_\_\_\_  
DATE