



Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board
77 South High Street, 16th Floor
Columbus, Ohio 43215-6108

Governor
Mike DeWine
Executive Director
Melissa Anthony

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

Athletic Trainers Section

Ashley Nichelson
308 E Torrence St
Belle Center, OH 43310

IN RE:

The eligibility of Ashley Nichelson,
AT002500, to retain her license as an
Athletic Trainer in the State of Ohio

Case No: AT-20-002

Consent Agreement for Voluntary Surrender

This Consent Agreement for Voluntary Surrender constitutes an Adjudication Order within the meaning of Section 119.01(D) of the Ohio Revised Code. This Consent Agreement for Voluntary Surrender ("Agreement") is entered into by and between **Ashley Nichelson, ("Nichelson")** 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. **Nichelson** 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 foregoing and mutual promises hereinafter set forth, **Nichelson** 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, 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. **Nichelson** was initially licensed as an athletic trainer in the State of Ohio on March 22, 2005.
 3. **Nichelson** 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 trainers.
 4. On December 9, 2019, as a result of being selected for a continuing education audit conducted by the Board, **Nichelson** was sent an audit notice letter via email.
 5. On December 10, 2019, **Nichelson** emailed the Enforcement Division Paralegal; **Nichelson** indicated retired her license in September of this year and inquired if she was still required to complete the audit request.
 6. On December 11, 2019, the Enforcement Division Paralegal emailed **Nichelson** stating that her license was active at the time the audit was run and regardless of whether or not you are working in your profession, if you renew your license, you are eligible to be audited. The Enforcement Division Paralegal stated **Nichelson** was still required to meet the continuing education requirements for her license and to respond accordingly.
 7. **Nichelson** provided zero (0) contact hours of continuing education completion within the continuing education reporting period of October 1, 2016, to September 30, 2018. Said conduct constitutes a violation of Ohio Revised Code sections 4755.64 (A)(2) and Ohio Administrative Code rule 4755-45-01(A)(1) & (F)(2).
 8. On December 11, 2019, **Nichelson** sent an email to the Board stating that she retired her National certification in September and will not renew her state certification once it expires as she is no longer continuing in this profession. She also assumes a consequence of not completing the audit would be suspension of a license she wouldn't be renewing.

Admissions

1. **Nichelson** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.
2. **Nichelson** admits that the facts set forth above constitute a violation of Ohio law thereby subjecting her to disciplinary action by the Board, pursuant to section 4755.64 of the Ohio Revised Code.


Terms

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

1. **Nichelson** shall voluntarily surrender and the Board hereby simultaneously revokes her license to practice as an athletic trainer in the State of Ohio. **Nichelson's** original license certificate shall be submitted simultaneously with this signed Surrender Consent Agreement to the Enforcement Division of the Ohio Occupational Therapy, Physical Therapy, and Athletic Trainers Board at 77 South High Street, 16th Floor, Columbus, OH 43215-6108.
2. **Nichelson** 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.
3. 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).
4. By her signature on this Agreement, **Nichelson** 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. **Nichelson** 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.
5. 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 **Nichelson** resulting from the aforementioned conduct.
6. 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.
7. **Nichelson** hereby waives any and all rights under R.C. Chapter 119, including, but not limited to, all hearing and appeal rights.

I, **Ashley Nichelson**, 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.




Ashley Nichelson
Ashley

1/24/2020
DATE

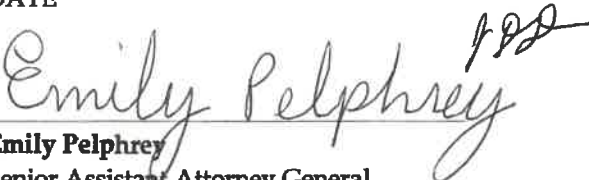
Counsel to Ashley Nichelson
(If represented)

DATE



Melissa Anthony
Executive Director

Apr. 02, 2020
DATE



Emily Pelphrey
Senior Assistant Attorney General

Apr. 02, 2020
DATE

JAN 28 2020