

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

**Athletic Trainers Section**

IN RE:

The eligibility of Derrick Smith,  
AT002972, to retain his license as an  
Athletic Trainer in the State of Ohio

Case No: AT-20-042

**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 **Derrick Smith** ("**Smith**") 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. **Smith** hereby enters into this Agreement being fully informed of his 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, **Smith** 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. **Smith** was initially licensed as an athletic trainer in the State of Ohio on January 9, 2008.
3. On December 18, 2019, as a result of being selected for a continuing education audit conducted by the Board, **Smith** was sent an audit notice letter via email.
4. On January 7, 2020, **Smith** emailed the Enforcement Division Paralegal; **Smith** completed twenty-two and a half (22.5) contact hours of continuing education 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 rules 4755-45-01.

5. **Smith** 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. **Smith** hereby admits and acknowledges that he has received proper notice of his right to a formal hearing pursuant to Ohio Revised Code Chapter 119.
2. **Smith** 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. **Smith** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.
4. **Smith** admits that the facts set forth above constitute a violation of Ohio law thereby subjecting his 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, **Smith** and the Board, knowingly and voluntarily agree to the following terms:

1. **Smith's** license to practice as an athletic trainer in the State of Ohio shall be placed on probationary status until he fulfills all of the requirements in this Agreement.
2. **Smith** shall pay a fine of \$200.00. This fine shall be paid within sixty (60) days of the effective date of the 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. **Smith** shall complete two and a half (2.5) contact hours of continuing education, which must include one (1) hour of ethics, within one hundred and twenty (120) days of the consent agreement effective date; **Smith** shall submit proof of continuing education completion to the Enforcement Division of the Board immediately upon completion within one hundred and twenty (120) days of the consent agreement effective date, and these hours shall not be counted toward any other renewal.
4. **Smith** agrees to be audited for continuing education credits for the next renewal cycle. Upon receiving the audit notice, **Smith** shall submit twenty-five (25) hour of continuing education, which must include one (1) hour of ethics and two (2) hours covering evidence-based practice.
5. **Smith** shall provide a copy of the consent agreement to any current and future employers during the term of this agreement. The copy shall be given to **Smith's** supervisor(s), or whoever is responsible for evaluating his work performance. **Smith'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. **Smith** shall ensure that this notification by his employer is received within

(30) days of the effective date of this agreement. If **Smith** changes employers during the course of this agreement, he shall ensure that written notification by his new employer(s) is received within thirty (30) days of his start date of his new position. **If Smith is not employed within thirty (30) days of the effective date of this agreement, he shall submit a statement to that effect to the Enforcement Division of the Board.**

6. **Smith** 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 **Smith** to any and all disciplinary remedies to the Athletic Trainers Section including, but not limited to, revocation.
8. **Smith** 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 his signature on this Agreement, **Smith** 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. **Smith** agrees that should the Board reject this Agreement and if this case proceeds to hearing, he 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 **Smith** 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. **Smith** has had the opportunity to review the Agreement and receive the advice of the legal counsel of his choice regarding it and all of its terms, conditions and requirements.

I, **Derrick Smith**, 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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**Derrick Smith**

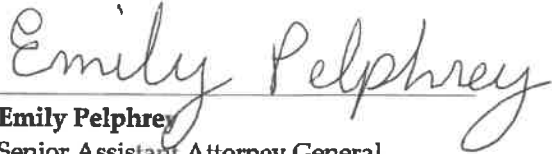
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Counsel to Derrick Smith  
(If represented)

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DATE

  
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**Melissa Anthony**  
Executive Director

Apr. 02, 2020  
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DATE

  
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**Emily Pelphrey**  
Senior Assistant Attorney General

Apr. 02, 2020  
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DATE