



CONSENT AGREEMENT

This Consent Agreement is made by and between the Board of Certification, Inc., ("BOC"), a North Carolina non-profit corporation with a place of business at 1411 Harney Street, Suite 100, Omaha, Nebraska 68102, and Travis Smarelli ("Respondent") of [REDACTED], Whiteland, Indiana, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000004849) 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. July 5, 2022, Respondent entered into a Consent Agreement with BOC for a Private Censure, Probation for 3 years (2023, 2024, 2025), and proof of completion of 363 days of probation, proof of completion of Aftercare treatment and proof of AA while in treatment for pleading guilty to a DUI on July 21, 2021.
2. August 11, 2022, Respondent was arrested for an OWI. Respondent pled guilty to an OWI on April 19, 2022 and entered a plea deal for 8 days of incarceration and 1 year of probation.
3. August 4, 2023, Respondent submitted their 2023 BOC Probation Report answering Yes to question 1 that in the past year they had been convicted of a felony or misdemeanor and/or felony or misdemeanor charges were pending and provided a written statement of events leading to the OWI.
4. August 4, 2023, the BOC sent the Respondent an Investigation Notice via Eversign requesting further documentation of the charges and an alcohol evaluation.

5. August 19, 2023, Respondent viewed the Investigation Notice and notified the BOC that they were going to provide the documentation and obtain an alcohol evaluation on August 23, 2023.
6. September 8, 2023, the BOC emailed Respondent a reminder to submit the documentation and an alcohol evaluation.
7. September 11, 2023, Respondent responded that they would work on obtaining the documentation the following day. The BOC did not receive a response.
8. October 9, 2023, the BOC emailed Respondent a reminder to submit the documentation and an alcohol evaluation. The BOC did not receive a response.
9. October 31, 2023, the BOC emailed Respondent a reminder to submit the documentation and an alcohol evaluation.
10. November 6, 2023, Respondent responded that the Sheriff's office had not provided the arrest record yet and that the Respondent would obtain documentation during a January 2, 2024 probation meeting. The BOC did not receive a response.
11. January 30, 2024, the BOC emailed Respondent a reminder to submit the documentation and an alcohol evaluation no later than March 1, 2024. The BOC did not receive a response.
12. To date, the BOC has not received any of the requested documentation or alcohol evaluation regarding the 2022 OWI charge.
13. The Respondent's conduct is a violation of the Code of Professional Responsibility ("Code") 3.14 and 3.16 of the *BOC Standards of Professional Practice* ("BOC

Practice Standards"). Code 3.14 in that Respondent failed to cooperate with BOC investigations into alleged illegal and/or unethical activities and any alleged violation(s) of a "BOC Standard of Professional Practice." Cooperation includes, but is not limited to, providing candid, honest and timely responses to requests for information and/or documentation." Code 3.16 in that Respondent failed to comply with all conditions and requirements arising from certification restrictions or disciplinary actions taken by the BOC, including, but not limited to, conditions and requirements contained in decision letters and consent agreements entered into pursuant to Section 4 of the BOC Professional Practice and Discipline Guidelines and Procedures.

14. 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 their conduct, voluntarily admits that their actions as set forth above violate Code 3.14 and 3.16 of BOC Practice Standard violations 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 Chief Executive Officer 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 and shall constitute an admission by the Respondent that these actions violated Code 3.14 and 3.16 of the BOC Practice Standards.

2. In exchange for the summary termination of the BOC's investigation into Respondent's conduct as described above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs 1-12 on Pages 1 and 2 above; and (2) that Respondent's actions, 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 that Respondent's certification status is considered Suspended. Respondent acknowledges and agrees that the suspension of a BOC certification is considered public information and may be published or otherwise disclosed by the BOC.

7. Further, while suspended Respondent is not authorized to do the following:

- a. Represent themselves to the public as a practicing Certified Athletic Trainer or use the certification mark "ATC" following their name; or
- b. Serve as an item writer for the BOC certification exam; or
- c. Serve as a supervisor of students who are satisfying the athletic training requirements for certification eligibility.

8. Respondent may petition for reinstatement in accordance with Section 12 of the BOC Discipline Procedures. Such a petition may be filed upon Respondent's ability to provide documentation of August 11, 2022 OWI and an alcohol assessment. Such a petition may be subject to a background check and panel review. Contact the BOC for reinstatement fees and procedures.

9. 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 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 9(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 1-12 on Pages 1 and 2, 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 their BOC certification.

10. 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 to receive such notice.

11. 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 their compliance with this Consent Agreement or the BOC Practice Standards is at issue.

12. 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.

13. This Consent Agreement shall be binding on and shall inure to the benefit of the Parties, their successors, assigns, or other legal representatives.

14. 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.

15. 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 28th day of March 2024.

Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Name

Chief Executive Officer

Title

Apr 16 2024

Date

Travis Smarelli

Signature

Travis Smarelli

Name

Apr 16 2024

Date