

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

Athletic Trainers Section

IN RE:

The eligibility of Cynthia M. Zilko,
AT.004311, to retain her license as an
Athletic Trainer in the State of Ohio

Case No: AT FY14-005

RECEIVED
DEC 06 2013
OHIO OTPTAT BOARD

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 **Cynthia M. Zilko**, ("**Zilko**") 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. **Zilko** 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, **Zilko** 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. **Zilko** was initially licensed as an athletic trainer in the State of Ohio on October 7, 2013.
3. On August 17, 2013 **Zilko** began working at Baldwin Wallace University as an Associate Athletic Trainer. **Zilko** provided athletic training services and completed athletic training documentation from August 20, 2013 through September 27, 2013, despite the fact that **Zilko's** Ohio athletic trainer license was not issued until October 7, 2013. Said conduct constitutes a violation of the Ohio Revised Code section 4755.64(A), and Ohio Administrative Code rule 4755-42-01(A)&(B).
4. **Zilko** 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. **Zilko** 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. **Zilko** 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. **Zilko** admits that the facts as set forth above are true and accurate and expressly waives all rights to challenge said facts.
4. **Zilko** 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, **Zilko** and the Board, knowingly and voluntarily agree to the following terms:

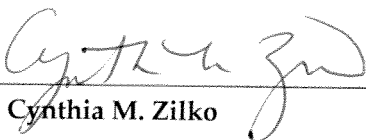
1. **Zilko** agrees that this Agreement serves as a written reprimand.
2. **Zilko** shall provide a copy of the consent agreement to any current and future employers during the term of this agreement. **Zilko's** employer(s) must send written notification on company letterhead to the Enforcement Division indicating that they were provided with a copy of this agreement. **Zilko** shall ensure that this notification by her employer is received within (30) days of the effective date of this agreement. If **Zilko** 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 her start date of her new position. **If Zilko is not employed during the 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.**
3. **Zilko** 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.
4. Failure to abide by the terms of this Agreement shall constitute an actionable violation in and of itself without further proof and may subject **Zilko** to any and all disciplinary remedies to the Athletic Trainers Section including, but not limited to, revocation.
5. **Zilko** 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.
6. All parties to this Agreement understand that this document is a public record pursuant to Ohio Revised Code section 149.43.
7. All parties to this Agreement understand that this information will be sent to the United States Department of Health and Human Services' National Practitioner Data Bank (NPDB), pursuant to Title IV of Public Law 99-660, the Healthcare

Quality Improvement Act of 1986, as amended; Section 1921 of the Social Security Act; and Section 1128E of the Social Security Act, as amended by Section 221(a) of the Health Insurance Portability and Accountability Act of 1996.

8. By her signature on this Agreement, **Zilko** 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. **Zilko** 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.
9. 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 **Zilko** resulting from the aforementioned conduct.
10. 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.

I, **Cynthia M. Zilko**, have carefully read the above agreement and 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.



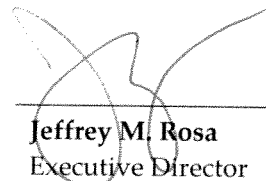
Cynthia M. Zilko

12/2/13

DATE

Counsel to Cynthia M. Zilko
(If represented)

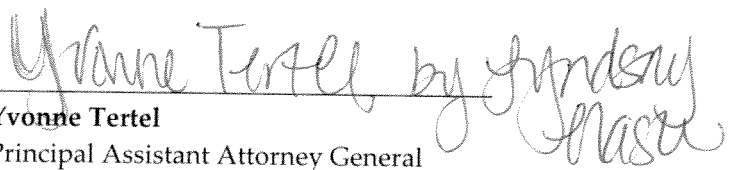
DATE



Jeffrey M. Rosa
Executive Director

1-8-14

DATE



Yvonne Tertel
Principal Assistant Attorney General

1/8/14

DATE