

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

Athletic Trainers Section

IN RE:

The eligibility of **Jon Vitello**,
AT003079, to retain his license as an
Athletic Trainer in the State of Ohio

Case No: AT-23-002

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 ("Agreement") is entered into by and between **Jon Vitello** ("**Vitello**") and the OHIO OCCUPATIONAL THERAPY, PHYSICAL THERAPY AND ATHLETIC TRAINERS BOARD, ATHLETIC TRAINERS SECTION ("Board"), collectively the Parties.

The Board is a state agency, charged with enforcing relevant provisions of Ohio Revised Code Chapter 4755 and all rules promulgated thereunder. **Vitello** 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, **Vitello** and the Board hereby agree as follows:

Jurisdiction and Predicate Facts

1. In accordance with Chapter 119. of the Ohio Revised Code, the athletic trainers section of the Ohio occupational therapy, physical therapy, and athletic trainers board may suspend, revoke, or, except as provided in division (B) of Section 4755.64 of the Ohio Revised Code, refuse to issue or renew an athletic trainers license, or reprimand, fine, or place a licensee on probation, for any of the following:
 - (1) Conviction of a felony or offense involving moral turpitude, regardless of the state or country in which the conviction occurred;
2. **Vitello** was initially licensed as an athletic trainer in the State of Ohio on July 31, 2008. **Vitello** holds a license to practice as an athletic trainer in the State of Ohio. **Vitello** is subject to all laws and rules of Ohio regulating the practice of athletic training.
3. On or about December 14, 2023, **Vitello** was convicted of ten (10) counts of pandering obscenity involving a minor, felonies of the second degree, in violation of R.C. 2907.321(A)(1), in the Common Pleas Court of Marion County case number 2023CR0089. Said conduct constitutes a violation of the Ohio Revised Code section 4755.64 (A)(1).

Admissions

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

8. **Vitello** shall voluntarily surrender, and the Board hereby simultaneously revokes his license to practice as an athletic trainer in the State of Ohio. **Vitello'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. **Vitello's** license shall be revoked at minimum for the duration of the term of incarceration plus an additional ten (10) years.
9. **Vitello** agrees to abide by all federal, state, and local laws, and all laws and rules governing the practice of athletic trainers in the State of Ohio.
10. **Vitello** agrees and acknowledges that this Board's disciplinary action shall be disclosed to the proper licensing authority of any state or jurisdiction in which **Vitello** holds a professional license.
11. **Vitello** waives the right to a hearing, pursuant to Ohio Revised Code Chapter 119, and all claims or causes of action **Vitello** may have, including but not limited to, an appeal from this Agreement or any order derived herefrom, or attorney fees, against the State of Ohio, the Board, its members, officers, employees, and/or agents, arising out of matters that are subject of this Agreement.
12. Provided that **Vitello** fully complies with the terms of this Agreement, the Board shall not initiate any further administrative action or proceedings against **Vitello** for the above violations. Failure to abide by the terms of this Agreement shall constitute an actionable violation in and of itself without further proof and may subject **Vitello** to

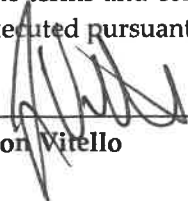
any and all disciplinary remedies available to the Board including, but not limited to, revocation.

13. **Vitello** hereby releases the Board, its members, employees, agents and officers jointly and severally from any and all liability from the within matter.
14. All parties to this Agreement understand that this Agreement is a public record pursuant to R.C. 149.43, and this Agreement 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).
15. **Vitello** understands that the Board may accept or reject this Agreement. **Vitello** further understands that if the Board rejects this Agreement, this matter will be scheduled for a hearing pursuant to R.C. 119.07.
16. By his signature on this Agreement, **Vitello** acknowledges the purpose of the Agreement is to avoid further administrative action with respect to this case. In this regard, **Vitello** authorizes the Board to review and examine all investigative materials, and, if applicable, any statements made by a victim, concerning this case prior to or in conjunction with consideration of this Agreement. Furthermore, should this Agreement not be accepted by the Board, it is agreed that presentation to and consideration of this Agreement and other documents and matters by the Board shall not unfairly prejudice the Board or any of its members from further participation, consideration, adjudication, or resolution of these proceedings and in conjunction herewith, **Vitello** waives any such defense or claim.
17. This Agreement constitutes the Parties' entire agreement and understanding, and shall supersede all prior agreements, representations, and communications, if any, which shall be considered merged herein and shall not survive. This Agreement may not be modified or altered in any respect unless signed in writing by all Parties.
18. The Agreement is severable. If any provision of this Agreement is declared void or invalid by any court, all other provisions of this Agreement remain binding on the Parties.
19. This Agreement is construed under the laws, rules, and interpretations of the State of Ohio. The Board shall retain all rights and remedies at law or in equity available to it for breach of this Agreement. Any action to enforce this Agreement shall be brought in a court of competent jurisdiction in Franklin County, Ohio. However, if the Board revokes this Agreement upon **Vitello's** breach of this Agreement and the Board decides to issue a Notice of Hearing pursuant to R.C. 119.07, then any such hearing shall be in accordance with Ohio Revised Code Chapter 119.
20. This Agreement may be signed in counterparts.

21. **Vitello** has had the opportunity to review this Agreement and receive the advice of the legal counsel of his choice regarding it and all of its terms, conditions, and requirements.

I, **Jon Vitello**, 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 Agreement, the Board may initiate formal disciplinary proceedings which may be based solely upon a breach of the Agreement. If the Board finds a breach of this 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.




Jon Vitello

1-30-2024

DATE

Counsel to Jon Vitello
(If represented)

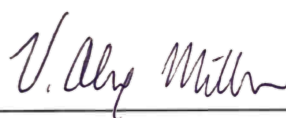
DATE



Melissa Anthony
Executive Director

3/12/2024

DATE



V. Alex Miller
Assistant Attorney General

3/13/2024

DATE