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

Athletic Trainers Section

IN RE:

The eligibility of Gregory Allen Langjahr, AT000200, to retain his license as an Athletic Trainer in the State of Ohio

Case No: AT-21-013

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 **Gregory Langjahr** ("Langjahr") 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. **Langjahr** 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, **Langjahr** and the Board hereby agree as follows:

Jurisdiction and Predicate Facts

- 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:
 - (2) Violation of sections <u>4755.61</u> to <u>4755.65</u> of the Revised Code or any order issued or rule adopted thereunder;
 - (4) Negligence or gross misconduct in the practice of athletic training;
 - (5) Violating the standards of ethical conduct in the practice of athletic training as adopted by the athletic trainers section under section 4755.61 of the Revised Code;
 - (7) Practicing in an area of athletic training for which the individual is untrained or incompetent, or practicing without the referral of a practitioner described in division (A) of section 4755.623 of the Revised Code:

- (9) Misrepresenting educational attainments or the functions the individual is authorized to perform for the purpose of obtaining some benefit related to the individual's athletic training practice;
- Langjahr was initially licensed as an athletic trainer in the State of Ohio on June 19, 1991. Langjahr holds a license to practice as an athletic trainer in the State of Ohio. Langjahr is subject to all laws and rules of Ohio regulating the practice of athletic training.

Count 1

In the fall of 2009, while working at Benedictine High School, 2900 Martin Luther King Jr. Dr, Cleveland, OH., employed as an athletic trainer, Langjahr performed a "puberty test" on Patient #1, a minor/student/athlete, in the cross-country locker room. The purported reasons for this "puberty test" was to determine if Patient #1 was going through puberty. This "puberty test" is outside the scope of practice of athletic training. During the "puberty test", Langjahr conducted a visual examination of Patient #1's penis and spread Patient #1's glutes apart to examine for hairs on or around Patient #1's anus. This examination was conducted without referral of another practitioner and without informed consent. Said conduct constitutes a violation of the former Ohio Revised Code section 4755.64 (A)(2), (A)(4), (A)(5), (A)(7) & (A)(9) (effective April 6, 2007), and former Ohio Administrative Code section 4755:3-2-01, (A)(2), (A)(3), (B)(1), (C)(1), (C)(2), (D)(13), (E)(1) & (E)(4)(a) (effective May 1, 2009).

Count 2

In the summer of 2014, approximately in the month of June, while working at his place of business, Sacred - Arts Holistic Center, LLC located on 3148 West Boulevard in Cleveland, OH, athletic trainer **Langjahr** performed a sports massage on Patient #1 after weightlifting for muscle tension and other sports related injuries. During the massage, **Langjahr** rubbed, gripped, and twisted the head of Patient #1's penis and spread open Patient #1's glutes and penetrated the anus utilizing his finger without consent. **Langjahr** additionally told Patient #1 that he could masturbate and exited the room. Patient #1 shortly thereafter, observed **Langjahr** committing voyeurism looking into the room watching Patient #1 dress without consent. Said conduct constitutes a violation of former Ohio Revised Code section 4755.64 (A)(2), (A)(4), (A)(5), (A)(7) (effective Sept. 29, 2013), and former Ohio Administrative Code section 4755:3-2-01 (B)(1), (D)(9), (D)(13), (E)(4)(a), & E(4)(b) (effective May 1, 2013).

Count 3

In the winter of 2014, while working at his place of business at Sacred - Arts Holistic Center, LLC at a second location on 1540 Mt. Carmel Dr. Wickliffe, OH, athletic trainer **Langjahr** performed a sports massage on Patient #1 after weightlifting for muscle tension and other sports related injuries. **Langjahr** spread apart Patient #1's glutes and massaged the anus without consent. Said conduct constitutes a violation of former Ohio Revised Code section 4755.64 (A)(2), (A)(4), (A)(5), (A)(7) (effective Sept. 29, 2013), and Ohio former Administrative Code section 4755:3-2-01, (B)(1), (D)(9), (D)(13), & (E)(4)(a) (effective May 1, 2013).

Count 4

In the spring of 2015, while working at his place of business at Sacred - Arts Holistic Center, LLC at 1540 Mt. Carmel Dr. Wickliffe, OH, athletic trainer Langjahr performed a sports massage on Patient #1, after weightlifting for muscle tension and other sports related injuries. Langjahr spread apart Patient #1's glutes, penetrated Patient #1's anus, going in and out multiple times, utilized his fingertips to flick Patient #1's anus, and massaged Patient #1's anus without consent. Said conduct constitutes a violation of former Ohio Revised Code section 4755.64 (A)(2), (A)(4), (A)(5), (A)(7) (effective Sept. 29, 2013), and former Ohio Administrative Code section 4755:3-2-01 (B)(1), (D)(9), (D)(13), (E)(4)(a), & E(4)(b) (effective May 1, 2011).

Count 5

In 2009 at Benedictine High School, 2900 Martin Luther King Jr. Dr., Cleveland, OH, where **Langjahr** was employed as an athletic trainer, **Langjahr**, in his office, completed a body fat composition assessment on Patient #2, a high school senior that was not an athlete at the time, for an alleged "medical study" that **Langjahr** was conducting. **Langjahr** brushed up against Patient #2's penis. Said conduct constitutes a violation of former Ohio Revised Code section 4755.64 (A)(2), (A)(4), (A)(5), (A)(7) (effective April 6, 2007), and former Ohio Administrative Code section 4755:3-2-01 (A)(2), (B)(1), (D)(9), (D)(13), (E)(1), & (E)(2) (effective October 1, 2004).

Count 6

On multiple occasions between 2009 and 2021, while employed as an athletic trainer, Langjahr performed approximately 30 sports massages on Patient #2 while working at his places of business at Sacred - Arts Holistic Center, LLC located on 3148 West Boulevard Cleveland, OH and 1540 Mt. Carmel Dr. Wickliffe, OH. Langjahr provided these sports massages without appropriate referral from another medical practitioner to Patient #2 for performance enhancement and for a "medical study" that Langjahr was allegedly conducting. Langjahr met Patient #2 while working as an athletic trainer at Benedictine High School, located at 2900 Martian Luther King Jr., Dr., Cleveland, OH. At that time, Patient #2 was a student/athlete/minor. During these sports massages, Langjahr stroked Patient #2's penis, provided oral sex to Patient #2, orally stimulated Patient #2's anus, and penetrated Patient #2's anus utilizing his finger until Patient #2 ejaculated. Said conduct constitutes a violation of current and former Ohio Revised Code section 4755.64 (A)(2), (A)(4), (A)(5), (A)(7), and current and former Ohio Administrative Code section 4755:3-2-01 (A)(2), (A)(7), (B)(1), (D)(9), (D)(13), & (E)(4)(a).

Count 7

In the summer of 2011, while working at his place of business Sacred - Arts Holistic Center, LLC located at 3148 West Boulevard Cleveland, OH, athletic trainer Langjahr performed a sports massage on Patient #3. Langjahr met Patient #3 while working as an athletic trainer at Benedictine High School, located at 2900 Martian Luther King Jr., Dr., Cleveland, OH. At that time, Patient #3 was a

student/athlete/minor. Langjahr attempted to hypnotize Patient #3 and then stroked his penis until he ejaculated without consent. Said conduct constitutes a violation of former Ohio Revised Code section 4755.64 (A)(2), (A)(4), (A)(5), (A)(7) (effective April 6, 2007), and former Ohio Administrative Code section 4755:3-2-01 (A)(2), (A)(7), (B)(1), (D)(9), (D)(13) & (E)(4)(a) (effective May 1, 2011).

Count 8

On or about December 07, 2022, **Langjahr** was subpoenaed for patient medical records at his places of business - Sacred Arts Holistic Center, LLC located at 3148 West Boulevard Cleveland, OH and 1540 Mt. Carmel Dr. Wickliffe, OH. **Langjahr** produced a negative response to said subpoena due to failing to produce and maintain patient medical records. Said conduct constitutes a violation of former Ohio Revised Code section 4755.64 (A)(2), (A)(4) & (A)(5) (effective January 27, 2022), and former Ohio Administrative Code section 4755:3-2-01 (D)(3) & (D)(13) (effective May 1, 2019).

Admissions

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

- 7. Langjahr shall voluntarily surrender, and the Board hereby simultaneously revokes his license to practice as an athletic trainer in the State of Ohio. Langjahr'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. Langjahr's license shall be revoked at minimum for ten (10) years.
- 8. **Langjahr** 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.

- 9. Langjahr agrees and acknowledges that this Board's disciplinary action shall be disclosed to the proper licensing authority of any state or jurisdiction in which Langjahr holds a professional license.
- 10. Langjahr waives the right to a hearing, pursuant to Ohio Revised Code Chapter 119, and all claims or causes of action Langjahr 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.
- 11. Provided that Langjahr fully complies with the terms of this Agreement, the Board shall not initiate any further administrative action or proceedings against Langjahr 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 Langjahr to any and all disciplinary remedies available to the Board including, but not limited to, revocation.
- 12. **Langjahr** hereby releases the Board, its members, employees, agents and officers jointly and severally from any and all liability from the within matter.
- 13. 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).
- 14. Langjahr understands that the Board may accept or reject this Agreement. Langjahr further understands that if the Board rejects this Agreement, this matter will be scheduled for a hearing pursuant to R.C. 119.07.
- 15. By his signature on this Agreement, Langjahr acknowledges the purpose of the Agreement is to avoid further administrative action with respect to this case. In this regard, Langjahr 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, Langjahr waives any such defense or claim.
- 16. 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.
- 17. 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.

- 18. 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 **Langjahr'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.
- 19. This Agreement may be signed in counterparts.
- 20. **Langjahr** 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, Gregory Langjahr, 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.

Confidential Patient Key

As identified in the Consent Agreement of Voluntary Surrender relating to case number AT-21-013:

Patient #1 is

Patient #2 is

Patient #3 is