

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

IN RE:

The eligibility of **Donald J. McPhillips**,
AT000599, to retain his license as an
Athletic Trainer in the State of Ohio

Case No: AT-25-003

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 **Donald J. McPhillips (McPhillips)** 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. **McPhillips** 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 foregoing and mutual promises hereinafter set forth, **McPhillips** 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 trainer license, or reprimand, fine, or place a licensee on probation, for the following:
 - (2) Violation of sections 4755.61 to 4755.65 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.
2. **McPhillips** was initially licensed as an athletic trainer in the State of Ohio on March 18, 1992.
3. **McPhillips** 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.
4. On or about January 31, 2018, **McPhillips**, while working as an Athletic Trainer employed at John Carroll University located 1 John Carroll Blvd, University Heights, OH 44118, posted a student X-ray on social media. Said conduct constitutes a

violation of Ohio Revised Code section 4755.64 (A)(2), (4) and (5) and Ohio Administrative Code rules 4755-41-01 (A)(4)(b) and 4755-41-02.

5. In late 2021 and early 2022, **McPhillips**, while working as an Athletic Trainer supervisor, employed at John Carroll University located at 1 John Carroll Blvd, University Heights, OH. 44118 failed to report to the OTPTAT Licensing Board an incident with an Athletic Trainer that acted in a sexual manner with multiple students, resulting in suspension from employment. Said conduct constitutes a violation of Ohio Revised Code section 4755.64 (A)(2),(4) and (5) and Ohio Administrative Code rule 4755-41-01 (B)(2).

Admissions

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

10. **McPhillips** agrees that this Agreement serves as a written reprimand.
11. **McPhillips** shall pay a fine of \$500.00. This fine shall be paid within ninety (90) days of the effective date of the Agreement.
12. **McPhillips**, shall complete the Duty to Report training video sponsored by the State Medical Board of Ohio located at <https://med.ohio.gov/for-licensees/duty-to-report> within (30) days of ratification of this Agreement. Verification of certificate of completion must be submitted to the attention of the Enforcement Division of the Board no later than forty-five (45) days after the ratification of this Agreement. **This course shall not count towards McPhillips continuing education credit for the 2025 renewal period.**
13. **McPhillips**, at his own expense, shall complete a professional course on Health Insurance Portability and Accountability Act (HIPPA). **McPhillips** shall submit the

course to the Enforcement Division of the Board for approval within thirty (30) days of the effective date of this Agreement. **This course shall not count towards McPhillips continuing education credit for the 2025 renewal period.**

14. **McPhillips**, at his own expense, shall complete a professional course on Family Educational Rights and Privacy Act (FERPA). **McPhillips** shall submit the course to the Enforcement Division of the Board for approval within thirty (30) days of the effective date of this Agreement. **This course shall not count towards McPhillips continuing education credit for the 2025 renewal period.**
15. **McPhillips** shall provide a copy of this Agreement to any current and future employers during the term of this Agreement. The copy shall be given to **McPhillips** supervisor(s), or whoever is responsible for evaluating his work performance. **McPhillips** employer(s) must send written notification on company letterhead to the Enforcement Division indicating that they were provided with a copy of this Agreement. **McPhillips** shall ensure that this notification by his employer is received within (30) days of the effective date of this Agreement. If **McPhillips** 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 McPhillips 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.**
16. **McPhillips** agrees to abide by all federal, state, and local laws, and all laws and rules governing the practice of occupational therapy in the State of Ohio.
17. **McPhillips** agrees and acknowledges that this Board's disciplinary action shall be disclosed to the proper licensing authority of any state or jurisdiction in which **McPhillips** holds a professional license.
18. **McPhillips** waives the right to a hearing, pursuant to Ohio Revised Code Chapter 119, and all claims or causes of action **McPhillips** 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.
19. Provided that **McPhillips** fully complies with the terms of this Agreement, the Board shall not initiate any further administrative action or proceedings against **McPhillips** 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 **McPhillips** to any and all disciplinary remedies available to the Board including, but not limited to, revocation.
20. **McPhillips** hereby releases the Board, its members, employees, agents and officers jointly and severally from any and all liability from the within matter.
21. 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

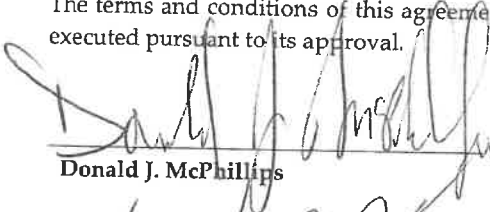
and reported to appropriate organizations, data banks, and governmental bodies, including, but not limited to, the United States Department of Health and Human Services' National Practitioner Data Bank (NPDB).

22. **McPhillips** understands that the Board may accept or reject this Agreement. **McPhillips** further understands that if the Board rejects this Agreement, this matter will be scheduled for a hearing pursuant to R.C. 119.07.
23. By his signature on this Agreement, **McPhillips** acknowledges the purpose of the Agreement is to avoid further administrative action with respect to this case. In this regard, **McPhillips** 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, **McPhillips** waives any such defense or claim.
24. 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.
25. 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.
26. 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 **McPhillips** 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.
27. This Agreement may be signed in counterparts.
28. **McPhillips** 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, **Donald J. McPhillips**, 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.


Donald J. McPhillips

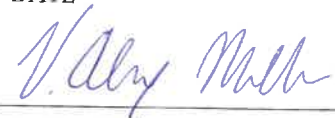
09/03/2025
DATE

Counsel to Donald J. McPhillips
(If represented)

DATE


Melissa Anthony
Executive Director

9/18/2025
DATE


V. Alex Miller
Assistant Attorney General

9/18/25
DATE