



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 Donald McPhillips ("Respondent") of [REDACTED], Beachwood, Ohio, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 000041933) 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 have stipulated to the truth and accuracy of the following:

1. October 9, 2025, the BOC received a Consent Agreement (Agreement) from the Ohio Occupational Therapy, Physical Therapy, Athletic Training Board (Board). Per the Agreement, "On or about January 31, 2018, McPhillips, while working as an Athletic Trainer employed at [University] located [University address], 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. In late 2021 and early 2022, McPhillips, while working as an Athletic Trainer supervisor at [University] located at [University address] 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 rules 4755-41-01 (B)(2)." Per the Agreement, the Respondent was given a written reprimand, fined \$500, required to complete Duty to Report training sponsored by the State of Ohio within 90 days, complete a professional course in Health Insurance Portability and Accountability Act (HIPPA)

within 30 days, complete a professional course in Family Educational Rights and Privacy Act (FERPA) within 30 days and provide a copy of Agreement to any current and future employers during terms of the Agreement. Agreement stipulated that professional courses required by the Agreement could not be used towards Ohio continuing education credit for the 2025 renewal period. Respondent entered into this Agreement on September 3, 2025. The Agreement was implemented September 18, 2025.

2. October 13, 2025, BOC sent Respondent an Investigation Notice. On November 12, 2025, Respondent provided a written statement.
3. The Respondent's conduct also violates the Code of Professional Responsibility ("Code") 1.4, 3.2, and 3.11 of the BOC Standards of Professional Practice ("BOC Practice Standards"). Code 1.4 in that Respondent failed to maintain privacy and confidentiality of patient information in accordance with applicable law. Code 3.2 in that the Respondent failed to know and comply with applicable local, state and/or federal rules, requirements, regulations and/or laws related to the practice of athletic training. Code 3.11 in that Respondent failed to report any suspected or known violation of applicable local, state and/or federal rules, requirements, regulations and/or laws committed by themselves and/or by another Athletic Trainer that is related to the practice of athletic training and/or that may impact the Athletic Trainer's ability to practice athletic training in accordance with "BOC Standards of Professional Practice".
4. The above-described Code violations constitutes grounds for disciplinary action pursuant to Section 9 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 and the disciplinary proceedings against them, voluntarily admits that their actions as set forth above violate Codes 1.4, 3.2, and 3.11 of the BOC Practice Standards 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 7 of the BOC Discipline Procedures.

WHEREAS, the 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 3 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 their actions violated Codes 1.4, 3.2, and 3.11 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) that the facts set forth in Paragraphs 1 and 2 on Pages 1 and 2 above; (2) that Respondent's actions, violate Codes 1.4, 3.2, 3.11

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 7 of the BOC Discipline Procedures.

3. Respondent waives all right to a hearing on the merits of this matter as provided in Section 7 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 they shall comply at all times with the BOC Practice Standards.

7. Respondent consents to and agrees that they are issued a PUBLIC CENSURE. A Public Censure is a written reprimand from the BOC to the Respondent. It shall be standard procedure to publish Public Censures; this includes but is not limited to the Disciplinary Action Exchange, State Regulatory Agencies and the "BOC Cert Update."

8. Respondent consents to and agrees to provide BOC with proof of compliance of all requirements required by the Ohio Consent Agreement. Documentation must be received by the BOC no later than March 31, 2026.

9. Respondent consents and agrees that any continuing education courses required by the Ohio Consent Agreement shall not be eligible towards their BOC certification

maintenance requirements. The BOC reserves the right to audit any and all certification maintenance requirements.

10. Respondent consents to and agrees that Respondent's certification status is considered CERTIFIED.

11. All reports required by the terms of this Consent Agreement shall be due according to a schedule to be established by the BOC. All correspondence and reports concerning the above restrictions and/or requirements are to be addressed to BOC Professional Practice and Discipline Committee.

12. 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 by 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 14.2 of the BOC Discipline Guidelines.
- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 12(a) above to demonstrate to the sole satisfaction of the BOC that Respondent has cured the breach in question.
- c. Failure to cure the breach within the fifteen (15) day time period to the satisfaction of the BOC, will terminate the BOC's obligations under this Consent Agreement and will cause the original matter, as described in Paragraphs 1 and 2 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

violations and may provide separate grounds for the BOC to suspend, revoke or otherwise take action with regard to Respondent's BOC certification.

13. 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.

14. 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 Respondent's compliance with this Consent Agreement or the BOC Practice Standards is at issue.

15. 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.

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

17. 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 constitute a continuing waiver.

18. 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 15<sup>th</sup> day of December 2025.

**Board of Certification, Inc.**

*Anne M. Minton*

Signature

Anne M Minton

Printed Name

Chief Executive Officer

Title

Jan 15 2026

Date

*Donald McPhillips*

Signature

Donald McPhillips

Printed Name

Jan 15 2026

Date