



**CONSENT AGREEMENT**

This Consent Agreement is made by and between the National Athletic Trainers' Association Board of Certification, Inc., ("BOC"), a North Carolina non-profit corporation with a place of business at 1415 Harney Street, Suite 200, Omaha, Nebraska 68102, and Mark Waller ("Respondent") of [REDACTED] [REDACTED] Harvest, Alabama, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000003635) as having satisfied the requirements established by the BOC with regard to knowledge and professional competence in the area of entry-level athletic training; and

WHEREAS, the Parties stipulate to the truth and accuracy of the following:

1. October 19, 2016, the BOC received a complaint against Respondent which included a letter from Respondent's employer, the University of Mississippi, alleging he "dispensed" personal NSAID prescriptive drugs (Celebrex) to student athletes. The University of Mississippi decided to handle the case internally, no official charges were filed. Respondent was placed on unpaid administrative leave for a total of three (3) weeks. October 26, 2016, the BOC mailed Respondent a Notice of Investigation. The BOC did not receive a response from Respondent.

2. January 6, 2017, Respondent entered into a Consent Agreement with the Mississippi State Department of Health, Division of Professional Licensure due to failing to comply with the following rules and requirements under the Regulations Governing Licensure of Athletic Trainers, specifically, Subchapter 8, Rule 1.8.1 (8) which states, "Is guilty of dishonest or unethical conduct." Respondent agreed to have his license suspended and be placed on probation for one (1) year, with that suspension being stayed so long as he complies with the following terms and conditions:

- a. He shall not distribute any drugs to any person;

- b. He shall immediately familiarize himself with, and remain in compliance with, all of the Regulations Governing Licensure of Athletic Trainers.
- c. He shall take six (6) hours of continuing education pertaining specifically to ethics within three (3) months of the date of the entry of this Agreement. Evidence for completion of the six (6) hours must be submitted to the MSDH Division of Professional Licensure within the dates of this Agreement.
- d. At any time during the period of this Agreement, should he be found to be in violation of the *Regulations Governing Licensure of Athletic Trainers*, or be found to be out of compliance with the stated terms and conditions of his consent order, he shall be subject to immediate suspension of license with a hearing in 14 days.
- e. If compliant with this Agreement for one (1) year, he may petition the Department to remove the restriction on his license.
- f. He shall obey all federal, state and local laws, and all rules and regulations governing the practice of athletic training.

The Respondent's conduct also violates the Code of Professional Responsibility ("Code") 3.2 of the BOC Standards of Professional Practice ("BOC Practice Standards") 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.

The above described Code violation constitutes grounds for disciplinary action pursuant to Section 8 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 into his conduct, voluntarily admits that his actions as set forth above violate Code 3.2 of BOC Practice Standard violations 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 6 of the BOC Discipline Procedures;

WHEREAS, 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 Executive Director has consented to the execution of this Consent Agreement;

NOW, THEREFORE, pursuant to Section 4 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 in Paragraphs 1 and 2 of Pages 1 and 2, and shall constitute an admission by the Respondent that these actions violated Code 3.2 of the BOC Practice Standards.

2. In exchange for the summary termination of the BOC's investigation into Respondent's conduct as described in Paragraphs 1 and 2 of Pages 1 and 2 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs 1 and 2 of Pages 1 and 2

above; and (2) that Respondent's actions, as set forth in Paragraphs 1 and 2 of Pages 1 and 2 above, violate Code 3.2 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 6 of the BOC Discipline Procedures.

3. Respondent waives all right to a hearing on the merits of this matter as provided in Section 6 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 to comply at all times with the BOC Practice Standards.

7. Respondent consents to and agrees that he is issued a PUBLIC CENSURE. A Public Censure shall be a written reprimand from the BOC to the Respondent. It shall be standard procedure to publish Public Censures.

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

9. Respondent's certification has been placed on probation for a period of three (3) years. During this time Respondent's certification is considered to be in good standing insofar as Respondent incurs no criminal charges or convictions and verifies this fact in writing to the Committee

on an annual basis. Respondent will be required to submit the annual report no earlier than March 1<sup>st</sup> and no later than March 31<sup>st</sup> of each year (2018, 2019, 2020).

10. Respondent must provide proof of completion of requirements of Mississippi Consent Agreement to include a written statement confirming he has familiarized himself with *the Regulations Governing Licensure of Athletic Trainers* within thirty (30) days of entering into this Consent Agreement.

11. 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, return receipt requested or by tracked courier 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.
- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 11(a) above to demonstrate to the sole satisfaction of the BOC that he has cured the breach in question.
- c. Failure to cure the breach within the fifteen (15) day time period will terminate the BOC's obligations under this Consent Agreement and will cause the original matter, as outlined in Paragraphs 1 and 2 of 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 violation and may provide separate grounds for the BOC to suspend, revoke, or otherwise take action with regard to his BOC certification.

12. 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.

13. 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 his compliance with this Consent Agreement or the BOC Practice Standards is at issue.

14. 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.

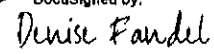
15. This Consent Agreement shall be binding on and shall inure to the benefit of the Parties, their successors, assigns, or other legal representatives.

16. 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 function as a continuing waiver.

17. 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 14<sup>th</sup> day of February, 2017.

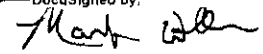
**National Athletic Trainers' Association Board of Certification, Inc.**

DocuSigned by:  
  
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Signature

Denise Fandel  
Printed Name

Executive Director  
Title

2/16/2017  
Date

DocuSigned by:  
  
92DECB759AED4F5...  
Signature

Mark Waller  
Printed Name

2/16/2017  
Date