



**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 Justice D Woods ("Respondent") of [REDACTED], Oxon Hill, Maryland, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000032353) 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. On June 24, 2024, BOC received a complaint alleging the Respondent engaged in an intimate sexual relationship from Fall 2022 to Spring 2023 with a student-athlete who was of legal age.
2. On September 10, 2024, in response to an Investigation Notice sent by the BOC, the Respondent stated they admit to "intimate involvement with a female student athlete while he was employed as a Staff Athletic Trainer." Respondent states they "recollects on two occasions he was asked by a colleague who was going to be traveling, to be available for the female athlete should she need assistance during her one-hour rehab therapy sessions" and that "an intimate encounter may have occurred around the time period of the second time (Respondent) provided similar support for the athlete."
3. Respondent's conduct as described above violates the Code of Professional Responsibility ("Code") 1.6 of the *BOC Standards of Professional Practice* ("BOC

Practice Standards"). Code 1.6 states, "Does not engage in intimate or sexual activity with a patient and/or parent/guardian of a minor patient."

4. The above-described Code violation constitutes grounds for disciplinary action pursuant to Section 8 of the BOC Professional Practice and Discipline Guidelines ("BOC Discipline Guidelines").

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 Code 1.6 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 6 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 4 of the Discipline Guidelines 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 Code 1.6 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 Page 1 above; (2) that Respondent's actions, violate Code 1.6 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 Discipline Guidelines.

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. It is standard procedure to publish Public Censures.

8. Respondent consents to and agrees to complete six (6) hours of courses in professional ethics administered by a BOC Approved Provider. Such courses may be synchronous or asynchronous courses.

9. Respondent consents to and agrees to continue counseling and to provide proof of such on a regular basis until such time as Respondent can provide proof from a qualified medical professional that treatment is no longer needed.

10. Respondent's certification shall be 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 October 1st and no later than October 31st of each year (2025, 2026, 2027).

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

12. All reports required by the terms of this Consent Agreement shall be due according to a schedule to be established by the BOC. Documentation showing completion of the required ethics course must be received by the BOC no later than March 15, 2025. All correspondence and reports concerning the above restrictions and/or requirements are to be addressed to BOC Professional Practice and Discipline Committee.

13. 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 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.

- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 13(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 Page 1 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 Respondent's BOC certification.

14. 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.

15. 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.

16. 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.

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

18. 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.

19. 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 9<sup>th</sup> day of December 2024.

**Board of Certification, Inc.**

*Anne M. Minton*

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*Signature*

\_\_\_\_\_  
*Anne M Minton*  
*Printed Name*

\_\_\_\_\_  
*Chief Executive Officer*  
*Title*

\_\_\_\_\_  
*Jan 06 2025*  
*Date*

*Justice D Woods*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Justice D Woods*  
*Printed Name*

\_\_\_\_\_  
*Jan 05 2025*  
*Date*