

DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING
 Heber M. Wells Building
 160 East 300 South - PO Box 146741
 Salt Lake City, Utah 84114-6741
 Telephone: (801) 530-6628
 Fax: (801) 530-6511

IN THE MATTER OF THE LICENSE OF : **STIPULATION FOR**
 : **EXPIRATION EXTENSION**
LICENSEE: _____ : **FOR FAILURE TO**
LICENSE NUMBER: _____ : **COMPLETE OR**
 : **DOCUMENTCE**
TO ACT AS A CONTRACTOR IN THE STATE OF UTAH : Case No: DOPL- _____

LICENSEE and the DIVISION OF OCCUPATIONAL AND PROFESSIONAL LICENSING (“Division”) of the Utah Department of Commerce, upon acceptance by the Division agree as follows:

1. Licensee affirms it is applying to have its current license expiration date of November 30, 2011 extended to January 31, 2012 because of its (check box that applies):

- A. **Failure to complete continuing education (“CE”).** Licensee admits failing to timely complete the six hours of approved CE required to renew its license during the renewal cycle beginning December 1, 2009 and ending November 30, 2011. Licensee agrees to pay a \$100 administrative fine as an admission to an administrative citation as part of this disciplinary action, to be paid within 30 days of the effective date of this stipulation and order.
- B. **Paperwork error.** Licensee represents it has completed the full 6 hours of approved CE between December 1, 2009 and November 30, 2011, but it has not been posted on DOPL’s CE registry (“Registry”). Licensee admits failing to ensure that the CE it completed was properly posted by CE Providers to its CE account on the Registry as required Utah Admin. Code R156-55a-303b(6). Licensee agrees to have its CE posted to the Registry by January 31, 2012.

Licensee acknowledges that any misrepresentation above may result in a minimum of a \$100 fine for failure to timely complete the required CE and up to a \$500 fine for misrepresentation.

2. If box 1B is checked this stipulation is non-disciplinary otherwise if box 1A is checked, Licensee understands that the conduct described above is unprofessional conduct as defined by Utah Code Ann. § 58-55-302.5 and Utah Admin. Code R156-55a-303b and that said conduct justifies disciplinary action against licensee’s license pursuant to Utah Code Ann. §58-1-401(2)(a). Licensee understands that the issuance of the Order in this matter is disciplinary action by the Division against Licensee’s license pursuant to Utah Admin. Code R156-1-102(6) and Utah Code Ann. § 58-1-401(2). Licensee understands that the disciplinary action taken by the Division in this Stipulation and Order may adversely affect any license that Respondent may possess in another state or any application for licensure Respondent may submit in another state.

3. Licensee understands that the required CE must be completed and posted to the Registry and all outstanding application fees, LRF assessments, late fees, and fines paid before Licensee may renew its license. **Licensee agrees to (re)submit a complete renewal application documenting this has been completed.** Licensee acknowledges that its license will expire January 31, 2012 if the above items are not timely completed.

4. Licensee affirms that it is applying to have its license expiration date extended by its own free will and choice without any undue inducement, coercion, or threat from any source, and that the only promises or understandings it has obtained from the Division regarding the expiration date extension are those contained in this Agreement.

5. Licensee acknowledges that the Division is not required to accept this agreement, but upon signature on this document by the Licensee, the Division will evaluate its request. If this agreement is approved by the Division, this stipulation will become effective immediately upon the approval. If the agreement is not approved by the Division this agreement is null and void and licensee’s license will expire on November 30, 2011. Licensee acknowledges that it was informed that its request may be withdrawn at any time prior to this agreement being entered into herein by the Division.

6. Licensee admits the jurisdiction of the Division over Licensee and over the subject matter of this action.

7. Licensee understands that it has the right to be represented by counsel in this matter and Licensee’s signature below signifies that Licensee has either consulted with an attorney or waives its right to counsel in this matter.

8. Licensee acknowledges that by executing this document Licensee hereby waives the right to the issuance of a Petition or a Notice of Agency Action, the right to a hearing and any other rights to which Licensee may be entitled in connection with such a proceeding. Licensee understands that by signing this document Licensee waives all rights to any administrative and judicial review as set forth in Utah Code Ann. §§ 63G-4-301 through 63G-4-405 and Utah Admin. Code R151-46b-12 through R151-46b-15. Licensee and the Division hereby express their intent that this matter be resolved expeditiously through stipulation as contemplated in Utah Code Ann. § 63G-4-102(4).

9. Licensee acknowledges that the extension granted herein is not a renewal of its license but a conditional renewal grace period during which licensee must verify it meets the qualifications for renewal of licensure.

10. Licensee acknowledges that the Division retains any jurisdiction to subsequently initiate disciplinary proceedings for any conduct the licensee may have engaged in prior to the date of this agreement or may engage in subsequent to the date of this agreement.

11. Licensee acknowledges that if this request is accepted by the Division, it will be classified as a public document and may be released to the public upon request. In addition, the Division is authorized to inform other state and federal agencies of the action taken herein and of the content of this Stipulation and Order.

12. This document constitutes the entire agreement between the parties and supersedes and cancels any and all prior negotiations, representations, understandings, or agreements between the parties. There are no verbal agreements which modify, interpret, construe, or affect this Agreement. The person signing this agreement hereby certifies that he has authority on behalf of the licensee to sign this document.

13. Licensee has read each and every paragraph contained in this Stipulation and Order. Licensee understands each and every paragraph contained in this Stipulation and Order. Licensee has no questions about any paragraph or provision contained in this Stipulation and Order.

LICENSEE

By: _____ Title: _____ Date: _____

Accepted By DIVISION OF OCCUPATIONAL & PROFESSIONAL LICENSING

By: _____ Title: _____ Date: _____