

**AGREEMENT FOR SERVICES BETWEEN
THE IDAHO BOARD OF MASSAGE THERAPY
AND THE BUREAU OF OCCUPATIONAL LICENSES**

1.

STATUTORY AUTHORITY

Statutory authorization for this Agreement is provided by Idaho Code § 67-2602, § 67-2604, and § **54-4007**.

2.

DEFINITIONS

- A. BOARD. The Idaho Board of Massage Therapy.
- B. BUREAU. The Bureau of Occupational Licenses.
- C. Certificate and certification. An official document issued by the BUREAU documenting the official record of an individual currently or previously under the Board's jurisdiction. The terms are also used to designate the formal document issued by the BUREAU to those who have been approved for licensure by the Board.
- D. Fiscal Year. A twelve-month span of time beginning at Midnight Mountain Daylight Time on July 1, and ending twelve months later at Midnight Mountain Daylight Time on July 1. The current Fiscal Year is the span of time beginning at Midnight Mountain Daylight Time July 1, 2012 and ending at Midnight Mountain Daylight Time July 1, 2013.
- E. License. An annual document issued by the BUREAU on behalf of the Board officially documenting the licensee's right to practice a particular profession or operate at a specific physical location within the state of Idaho.
- F. Registration and registry. The official public record list maintained by the BUREAU of all licensees currently or previously under the jurisdiction of the Board.
- G. Verification. An unofficial document or affirmation issued by the BUREAU containing the public record information of an individual currently or previously under the Board's jurisdiction.

Initial & Date _____

3.

ENGAGEMENT

The Idaho Board of Massage Therapy (hereinafter the "Board") hereby engages the Bureau of Occupational Licenses (hereinafter the "BUREAU") to act as authorized agent of the Board pursuant to Idaho Code § 67-2604 as set forth in this Agreement and EXHIBITS "A" through "D" hereto which, by this reference, are incorporated herein and made a part hereof as set forth in full. The BUREAU is empowered by Chapter 26, Title 67, Idaho Code, to perform those functions delegated to the BUREAU by the Board under the terms of this Agreement. The Board understands that it is not required by law to enter into this Agreement, however, in the absence of this Agreement, the BUREAU is not required to act for the Board. This Agreement shall be valid, after execution by the BUREAU and the Board, and upon the approval of the Attorney General for consistency with law as required by Idaho Code § 67-2604(8).

Initial & Date _____

4.

EXCLUSIVE POWERS

As set forth in Idaho Code § 54-5407, the Board retains the sole right and power to determine:

- A. Whether an applicant for a license is required or qualified to take the required examination(s);
- B. The content and format of the required examination(s), if any;
- C. What constitutes a satisfactory performance on the examination(s), if any;
- D. Whether an applicant for a license has met the requirements for licensure, including applicants for licensure by renewal, endorsement, and reinstatement;
- E. When and whether to exercise the Board's rule making authority;
- F. Whether particular conduct constitutes a violation of the laws and rules governing the profession and what, if any, discipline is appropriate;
- G. Whether to settle a contested case or pending lawsuit; and
- H. Any other rights or powers as may be set forth in Title 54, Chapter 40, Idaho Code, to the extent that they are not specifically delegated to the BUREAU.
- I. Other: NONE.

Initial & Date _____

5.

DELEGATED AND RESERVED AUTHORITY

The BUREAU has the authority to act on behalf of the Board as its authorized agent only to the extent specifically delegated to the BUREAU by the Board. The Board hereby reserves all of the Board's rights, duties, obligations, and authority as set forth in Title 54, Chapter 40, Idaho Code, or elsewhere, which are not expressly delegated to the BUREAU in this Agreement. Any authority of the Board granted to the BUREAU hereunder may be exercised by the BUREAU in the BUREAU's name or in the name of the Board unless otherwise provided by law.

The BUREAU may issue licenses on behalf of the Board in such cases where certain objective criteria specified by the Board have been met and the Board has voted to allow the BUREAU to perform this function.

Initial & Date _____

6.

APPLICATIONS FOR LICENSURE

On behalf of the Board, the BUREAU shall distribute all application materials and receive all completed applications for licenses and shall collect all applicable fees. (Idaho Code § 54-4009-12) The BUREAU shall verify that the application is complete and shall:

- A. Ascertain whether the applicant has submitted the documentation regarding required education and experience requirements and has received a passing score on any required examinations reported on the application;
- B. Determine whether the applicant is or has been licensed in another state;
- C. Determine the validity of all documents certifying applicant education, experience, and identity;
- D. Research and report to the Board any disciplinary or criminal action that may have been taken against the applicant;
- E. Conduct such other research as may be necessary to determine applicant competency for licensure.

The BUREAU shall report its findings and make recommendations concerning the application for licensure to the Board.

The BUREAU shall not be required to conduct an independent investigation to verify the accuracy and truthfulness of any application except to the extent that, from the face of the application or other documents or evidence in the possession of the BUREAU, the BUREAU is,

or should be, placed on notice that the applicant has been licensed, disciplined or prosecuted for a violation of criminal law in any jurisdiction. In the event that the BUREAU, by virtue of information supplied by the applicant or otherwise, is placed on notice of any information relevant to the application and licensure process, the BUREAU shall take such steps and conduct such investigations and inquiries as may be reasonably necessary to ascertain the accuracy and truthfulness of those matters set forth in the application. The BUREAU shall conduct such inquiries or investigations if the applicant lists other states in which the applicant has been licensed, disciplined, or prosecuted, or if the application contains facts which could reasonably lead the BUREAU to conclude that further investigation is necessary to insure that all reasonably discoverable and relevant facts regarding the applicant are brought to the attention of the Board. This paragraph shall apply with equal force and effect to applications and other matters described in sections 8, 9, 10, 12, and 13 hereof. The BUREAU may issue licenses on behalf of the Board in such cases where certain objective criteria specified by the Board have been met and the Board has voted to allow the BUREAU to perform this function.

Initial & Date _____

7.

EXAMINATIONS FOR LICENSURE

Pursuant to Idaho Code § 54-4009, where application information is verified as accurate and sufficient, the BUREAU shall perform those tasks from the following list as may be necessary:

- A. The BUREAU shall distribute and receive all applications for examination and/or licensure and collect such fees as may be required;
- B. The BUREAU may, if requested by the Board, assist in administering, conducting, proctoring, and monitoring the examination of qualified applicants.
- C. The BUREAU shall report all examination results to the Board.
- D. The BUREAU shall notify applicants of any appeal rights in connection with failed examinations.
- E. The BUREAU may be authorized by the Board to act on the Board's behalf in such administrative examination matters as may be necessary to insure that fair, impartial, and lawful examinations are provided to all applicants.

Initial & Date _____

8.

FACILITY LICENSES

NOT APPLICABLE

Initial & Date _____

9.

FACILITY INSPECTIONS

NOT APPLICABLE

Initial & Date _____

10.

RECIPROCAL OR ENDORSEMENT LICENSES

As authorized by Idaho Code § **54-4010**, the BUREAU shall distribute and receive all applications for reciprocal or endorsement licenses and shall collect all application fees. The BUREAU shall review the application for completeness and shall conduct an investigation of licensure status in other state(s), as disclosed by the application, to determine whether the applicant meets all of the requirements set forth for licensure in Chapter **40**, Title 54, Idaho Code.

The BUREAU may issue licenses on behalf of the Board in such cases where certain objective criteria specified by the Board have been met and the Board has voted to allow the BUREAU to perform this function.

Initial & Date _____

11.

CONTINUING EDUCATION

The BUREAU shall receive all submissions for approval of continuing education courses, whether the request is from an individual licensee or the sponsor of a proposed course. The BUREAU shall, upon receipt from licensees, record and maintain a record of continuing education courses attended by licensees in a form acceptable to the Board. The BUREAU shall, as requested by the Board, conduct annual random continuing education audits, requesting certified documentation of attendance and other such information as the Board may require. Upon receipt by the BUREAU of the required documentation, or the expiration of the audited

licensee's license, the BUREAU shall prepare a report of the audited licensees and present all documentation received to the Board for its review.

Initial & Date _____

12.

ISSUANCE OF LICENSES

Upon notification to the BUREAU by the Board that an applicant has satisfactorily met all requirements for licensure as allowed by law, the BUREAU shall issue a license on behalf of the Board, evidencing the fact that the holder of such license is authorized to practice the profession regulated by the Board within the State of Idaho. (Idaho Code § **54-4010-12** and § 67-2613). The BUREAU may issue licenses on behalf of the Board in such cases where certain objective criteria specified by the Board have been met and the Board has voted to allow the BUREAU to perform this function.

Initial & Date _____

13.

RENEWAL AND REINSTATEMENT OF LICENSES

The BUREAU shall circulate renewal notices to all licensees and collect such fees as may be authorized by Idaho law for the renewal of licenses. The BUREAU shall notify licensees that their licenses are subject to cancellation for non-payment of fees that are required to be paid by licensees pursuant to Idaho law.

The BUREAU shall accept applications and collect fees for renewal, review the application for completeness, and process routine, timely applications and issue the licenses. If, based on its review, the BUREAU determines that the applicant is not the holder of a cancelled, restricted, or revoked license; is not the subject of criminal or disciplinary action in any other jurisdiction; and meets all other criteria set forth at Idaho Code § **54-4009-12**, the BUREAU shall cause a current license to be issued.

In the cases where the application is submitted after the licensee has expired or in the case where a licensee answers that they have committed a crime or have been subject to discipline, the following shall apply:

The BUREAU shall collect penalties for reinstatement, from licensees whose licenses have been cancelled for failure to renew in a timely manner. The BUREAU shall collect any

documentation required of a reinstated license such as Continuing Education documentation or Proof of Insurance. Upon satisfactory completion of such, the BUREAU shall issue the license. If the CE is not sufficient or there are other issues, the BOARD shall review the application prior to reinstatement.

If the licensee reports any criminal conduct or disciplinary action, the license will be issued and the matter referred to the Investigative Unit for follow-up.

Initial & Date _____

14.

COMPLAINTS

As described in **EXHIBIT A**, the BUREAU shall receive complaints against licensees and acknowledge receipt of complaints in writing on behalf of the Board. The BUREAU shall review complaints to determine if the complaint falls within the Board's regulatory authority and shall refer those that are within that authority for investigation by the BUREAU. The BUREAU may close those complaints that are not within Board regulatory authority, and may refer such complaints to other jurisdictions or authorities as may be appropriate. The BUREAU shall notify the complaining party of the BUREAU's action and the basis for the action.

The BUREAU shall conduct investigations of complaints within the Board's authority and shall, as is necessary, work with a professional advisor who shall be named by the Board, to resolve questions or concerns regarding individual complaints. The BUREAU shall report the results of investigations to the Board or its designee to determine if further action is appropriate. The BUREAU shall take such actions as the Board may direct and report that action to the complainant.

Initial & Date _____

15.

DISCIPLINARY PROCEEDINGS

The BUREAU shall report the substance of any report or complaint that is determined by the Board or its designee to require formal disciplinary action to the Prosecutor. If requested by the Prosecutor, the BUREAU shall on behalf of the Board, provide assistance to the Prosecutor in the preparation of a formal administrative complaint and the presentation of the State's case at any disciplinary proceeding held by the Board. (Idaho Code § **54-4013** and § 67-2609) The

forgoing duties of the BUREAU shall be in accord with **EXHIBIT A** and the Idaho Administrative Procedures Act.

Initial & Date _____

16.

CRIMINAL PROSECUTION

The BUREAU shall report the substance of any verified report of the unlicensed practice of the profession regulated by the Board or other reports that may require consideration for criminal prosecution to the Board. If the Board so requests, the BUREAU shall refer the matter to the office of the appropriate county prosecutor. If requested by the county prosecutor, the BUREAU shall provide assistance to the county prosecutor in the preparation of a criminal complaint and the presentation of the State's case against any person for the unlicensed practice of the profession regulated by the Board. (Idaho Code § **54-4014**).

Initial & Date _____

17.

DISCIPLINARY REPORTING

The BUREAU shall prepare and provide reports to the Board, at regularly scheduled Board meetings, reflecting the number of complaints: (1) received for the Board; (2) closed for lack of Board authority; (3) investigated and closed (with explanation of the basis for closure); (4) currently under investigation (and date originally received); (5) referred for legal review; (6) referred for criminal prosecution; (7) pending disciplinary action; (8) actions currently on appeal; and (9) other such complaint information as the Board may request.

Initial & Date _____

18.

BOARD RECORDS

Consistent with the requirements of Idaho Code § 9-337, the BUREAU is hereby appointed to be and is deemed the custodian of those Board records in the physical custody of the BUREAU pursuant to the terms of this Agreement or otherwise. The Board is deemed to be the custodian for purposes of Idaho Code § 9-337 of all of the records in the Board's custody. With the assistance of the Board and Licensees, the BUREAU shall keep records of:

- A. All applications;
- B. All licenses issued, revoked, suspended, and/or cancelled;
- C. An address of record for each licensee;
- D. All written complaints and investigations arising therefrom involving any licensee;
- E. Minutes of all Board meetings and other proceedings;
- F. Any other records or documents required by the Board to be kept pursuant to relevant statutes or rules.

As custodian of the Board's records, the BUREAU shall, with the assistance of the administrative attorney when necessary, receive, review, and prepare timely responses to requests for public records in accordance with the requirements of the Idaho Public Records Law, Idaho Code §§ 9-337, *et seq.* ("Act"). The Board agrees that, so long as the BUREAU is, pursuant to this Agreement or otherwise, the custodian of the Board's records, the BUREAU is required to release public records upon request as may be required by the Act. The BUREAU shall have the authority to respond to requests for public records in all routine matters.

Initial & Date _____

19.

BOARD ACCOUNTS

As required by Idaho Code § 54-4008, all fees and other funds received by the BUREAU on behalf of the Board shall be deposited with the State Treasurer in the occupational licenses account created pursuant to Idaho Code § 67-2605, to the credit of the occupational licenses account. Records of the BUREAU shall identify and reflect all sums administered by the BUREAU that are held by the treasurer to the credit of the Board. Pursuant to Idaho Code § 67-2606, no moneys in the BUREAU account with the State Treasurer may be expended except by legislative appropriation.

All expenses of the BUREAU, including salaries or wages of employees, incurred in administering the provisions of law relative to the Board, shall be paid by warrants drawn by the State Controller upon the account of the BUREAU held by the State Treasurer upon allowance of verified claims by the State Board of Examiners in the manner provided by law and consistent with Idaho Code § 67-2603 and § 67-2606.

Payments made by the BUREAU on behalf of the Board shall be made only to the extent that funds are available according to the BUREAU internal records related to the Board's

financial status. However, at the request of the Board, the BUREAU may, in its sole discretion and under unique circumstances, pay Board expenses when the Board's internal account with the BUREAU lacks the funds necessary to make such payment. If such an exceptional payment is made by the BUREAU on behalf of the Board, the BUREAU may take such action, or require the Board to take such action, as may be reasonably necessary to fund the Board's internal account to cover any and all such payments.

The BUREAU shall maintain all books of accounts for the Board and provide an accounting at the Board's request for all funds received and expended on behalf of the Board by the BUREAU. The BUREAU shall, to the extent Board funds are available, process for payment to any Board member, travel reimbursement documents and any other expenditure vouchers and authorizations which meet the requirements of the State Board of Examiners, the Board statutes and rules, and as authorized by motion of the Board.

The BUREAU shall prepare and distribute to the Board, on an annual basis, a budget request form to be used by the BUREAU in preparation of the BUREAU's budget for submission to the Division of Financial management.

Initial & Date _____

20.

EMPLOYMENT AUTHORITY

Consistent with the provisions of Idaho Code § 67-2603, the BUREAU shall have the authority to hire its own employees such as may be necessary to carry out its statutory duties and obligations and the duties and obligations under this Agreement. Such employees are and shall continue to be, the employees of the State of Idaho and the BUREAU has the sole authority to hire, fire, discipline, and direct the duties of said employees in a manner consistent with state law. The BUREAU also has the authority to enter into contracts for services with individuals, corporations, or with departments or branches of government as may be necessary or desirable to carry out its mission or to fulfill its obligations as set forth in Chapter 26, Title 67, Idaho Code. Any such contract shall be between the BUREAU and the contractor and the Board shall have no rights in, under, or pursuant to any such contract except to the extent that the contract is intended to specifically provide services for the benefit of the Board. In such event the Board shall be notified of such contracts and the anticipated costs.

Initial & Date _____

21.

BONDING

The BUREAU employees shall be bonded as required by the provisions of Chapter 8, Title 59, Idaho Code. This requirement shall be satisfied by the inclusion of each such person as an employee of the State of Idaho in the blanket surety bond procured by the Department of Administration, Office of Insurance Management - Risk Management.

Initial & Date _____

22.

RULEMAKING

The BUREAU shall assist the Board in promulgating those rules that the Board deems necessary and appropriate. The BUREAU shall assist the Board by providing the clerical, technical, administrative and legal support necessary to comply with the Administrative Procedures Act, the requirements of the Office of the Rules Coordinator, any legislative mandates or moratoriums concerning rule making, and any other applicable requirements that impact the rule promulgation process.

Initial & Date _____

23.

LEGISLATION

The BUREAU shall provide the Board with clerical, technical, administrative and legal support related to the legislative process. The BUREAU shall provide support by: keeping the Board apprised of relevant time frames and deadlines; assisting in drafting legislation as requested by the Board; assuring compliance with applicable requirements of the Division of Financial Management or other governmental entities concerning the pre-approval and submission process; tracking the status of proposed legislation; and assisting with testifying concerning said legislation.

Initial & Date _____

24.

MISCELLANEOUS

In carrying out all of its tasks pursuant to this Agreement, the BUREAU shall generally provide secretarial, clerical, and technical support. This shall include, but is not limited to, providing secretarial services, financial services, investigative services, legal services, and other administrative services to the Board.

Initial & Date _____

25.

COST OF SERVICES

As required by Idaho Code § 67-2604(4), the approximate costs of the services provided the Board by the BUREAU and the terms of compensation by the Board to the BUREAU for the services rendered are set forth in **EXHIBIT "C"** hereto.

Initial & Date _____

26.

TERMINATION OR MODIFICATION OF AGREEMENT

This Agreement may be modified or amended only with the written consent of both parties.

Except as set forth in this Section 26, the Board may terminate this Agreement in resolution adopted by a majority vote of the members of the Board delivered in writing to the BUREAU. The BUREAU may terminate this Agreement by written notice delivered to the Board. Notice of termination must be delivered to BUREAU at least thirty (30) days in advance of the effective date of such termination. BUREAU reserves the right to terminate the contract based upon a Board's inability to meet financial obligations to the BUREAU or for any other reason it deems appropriate at any time.

The BUREAU 's fixed costs ("Fixed Costs") are described in the attached **EXHIBIT "C"**. The Board may not terminate this Agreement during a fiscal year in which the Board's internal account with the BUREAU has a negative balance or when the balance in the Board's internal account is insufficient to pay the Board's share of the BUREAU 's Fixed Costs for that

year. Further, once the BUREAU has submitted a final budget request for the next following fiscal year, the Board may not terminate this Agreement except by payment of the Board's anticipated share of the BUREAU 's Fixed Costs for that next following fiscal year.

The Board does not have statutory authority to receive, nor does it receive, a direct appropriation from the Idaho Legislature. The BUREAU's enabling legislation mandates that the BUREAU shall provide services for the Board pursuant to Idaho Code § 67-2602. All monies available to the Board are made available to the Board through the BUREAU's legislative appropriation. In the event that severe economic conditions require the BUREAU to lose staff or otherwise curtail its ability to provide services listed in the contract, BUREAU may restrict or limit the services provided under the contract upon notice to the Board.

In the event of termination of this Agreement by either party hereto, Section 19 of this Agreement ("Section 19 Services") shall remain in full force and effect as between the parties unless and until the Board is granted statutory authorization for, and receives, a direct legislative appropriation of funds and unless and until the legislature enacts legislation modifying or eliminating the existing statutory relationship between the Board and the BUREAU. Notwithstanding the termination of this Agreement by either party, the BUREAU agrees to provide the Board with the Section 19 Services and the Board agrees to pay to the BUREAU a reasonable fee for the Section 19 Services. The amount of such fee is set forth on **EXHIBIT "B"** in accordance with **EXHIBIT "C"** hereto.

In the event of termination of this Agreement by either party, the Board shall pay its share of the Fixed Costs for the fiscal year in which the notice of termination is given and for the next following fiscal year if the BUREAU's final budget request for that next following fiscal year has been submitted prior to the notice of termination.

In the event either party terminates this Agreement, and in the further event that the Board's internal account with the BUREAU contains a positive balance, the BUREAU shall be entitled to transfer funds from the Board's internal account for the Board's share of the BUREAU's Fixed Costs to the benefit of the BUREAU. In the event the BUREAU terminates this Agreement, and in the further event that the Board's internal account with the BUREAU has a negative or a balance which is insufficient to pay the Board's obligations owed to the BUREAU hereunder, the BUREAU shall be entitled to pursue legal action against the Board for collection of any amount due and owing by the Board to the BUREAU under the terms of this Agreement.

Initial & Date _____

27.

NOTICE PROVISIONS

Any notice required or allowed in connection with this Agreement shall be effective when delivered. All such notices shall be in writing and shall be delivered either personally to the other party, by certified mail, postage prepaid, or return receipt requested, to the addressee provided below or by facsimile transmission to the other party at the facsimile number below. Either party may change its address by giving written notice of the change to the other party.

TO: The Current, Chairman	TO: Tana Cory, Bureau Chief
Board of Massage Therapy	Bureau of Occupational Licenses
Address of Record	700 W State Street
City, State, Zip Code of Record	Boise, ID 83702
Facsimile of Record	Facsimile (208) 334-3945
E-mail of Record	E-mail tcory@Bureau.idaho.gov

Initial & Date _____

28.

SUFFICIENT APPROPRIATIONS

It is understood and agreed that the Board and the BUREAU are governmental entities of the state of Idaho and this Agreement shall in no way be construed to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature as may exist from time to time.

Initial & Date _____

29.

SEVERABILITY

Each paragraph and provision of this Agreement is severable from the entire Agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect unless and until this Agreement is terminated or modified.

30.

TERM OF AGREEMENT

The Agreement shall be effective beginning at Midnight Mountain Daylight Time July 1, 2013 and shall automatically terminate at Midnight Mountain Daylight Time on July 1, 2013, unless otherwise approved for renewal by agreement of the parties or otherwise terminated as provided herein.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by the following duly authorized representatives of the parties this ____ day of _____, 2012.

FOR THE BOARD

**FOR THE BUREAU OF
OCCUPATIONAL LICENSES**

By: _____

By: _____

Board Chairman

Bureau Chief

EXHIBIT A

BUREAU COMPLAINT POLICY AND PROCEDURE

The BUREAU has a policy of operating from written and signed complaints. Persons attempting to submit verbal or 3rd party complaints shall be advised that all complaints must be in writing and signed by the complainant before the BUREAU shall consider them.

The BUREAU performs an initial brief review of all new complaints to ensure that adequate information has been submitted and that jurisdiction exists. If additional information is necessary, a letter of request is sent to the complainant. If the complaint is determined to be outside the jurisdiction of a Board, the complainant is notified of that fact, as well as other avenues that may be pursued. The complaint may also be referred to another governmental entity for consideration.

If further action on a complaint is warranted, subsequent to review, the original complaint document shall be assigned a complaint number by the BUREAU. The BUREAU prepares both an investigative file and registers the complaint number in the complaint log. The complaint is then assigned to the investigative unit for such investigation as may be necessary to discover evidence as to whether a violation of the applicable regulations has occurred. The investigative file for each complaint consists of the original complaint, investigative documents, evidence, and correspondence received during the course of investigation. The complainant shall be provided written notification that an investigation will take place and notice of the results of the investigation or subsequent action when the process is complete.

The BUREAU will conduct a review of all new and existing complaints on a regular basis. Each complaint will be reviewed to monitor the current status of the complaint, to receive investigative progress reports, and to determine any appropriate action that may be necessary. The complaint may be referred to a technical advisor for input at any time during the process. The technical advisers are chosen from names recommended by the Board or from other licensees as may be necessary to provide expert opinions concerning professional ethics, scopes of practice, and other evaluations of professional procedure as may be necessary. If a Board member serves as a technical advisor for a particular investigation, the BUREAU may recommend that the member be recused or abstain as appropriate from any subsequent Board action concerning the matter.

Once the investigation is deemed complete and/or adequate, the BUREAU will either make a recommendation to the Board regarding possible action or refer the investigation to the

Prosecutor for review. The Prosecutor will review the investigation to determine if some form of legal action would be appropriate to address the issues in the complaint. The Prosecutor may present a “blind” review of the investigation to the Board, together with a recommendation of possible action. The Board shall provide such direction and recommendations as may be necessary to allow the BUREAU or the Prosecutor to pursue the resolution of complaints. Such final resolution may include closure without action or any other action up to and including license revocation. The Board, the BUREAU, or the Prosecutor may refer complaints to other appropriate city, county, or Federal authorities for further review or action.

While Formal Complaints may be initially approved by the BUREAU, all final determinations regarding a Formal Complaint shall only be made subsequent to action by the Board. Consent agreements may be negotiated between the Prosecutor and the respondent prior to presentation to the Board, but the final decision-making authority shall always rest with the Board. The Board must formally accept all consent agreements, final orders, and other disciplinary actions before they shall be considered valid.

Original complaints and other materials submitted to or obtained by the BUREAU, during the course of investigation or otherwise, and the subsequent action regarding original complaints shall not be a public record and shall not be disclosed except as required by applicable laws. Formal disciplinary action including consent orders, stipulated agreements, formal complaints and any resulting sanction, restriction, advisory, reprimand, and condition adopted by the Board shall be a public record and subject to public disclosure.

The Board may authorize the chairman or another of its members or the BUREAU to make a routine procedural decision for the Board with respect to disciplinary proceedings, appeals of a licensure decision, or requests for reconsideration of Board licensure decisions. Routine procedural decisions shall include such things as setting a briefing or hearing schedule.

EXHIBIT B

COST OF SERVICES

The BUREAU shall charge the Bureau of Occupational Licenses Fund (Fund #427) for all direct expenses, commonly referred to as "direct costs." Direct costs are those expenses incurred by the Board or the BUREAU relating to carrying out the duties of the Board and that can be directly attributable to an individual Board.

The BUREAU shall also charge Fund #427 a pro-rata share of the BUREAU's indirect expenses, commonly referred to as "indirect costs." Indirect costs are those expenses regularly incurred in the operation of the BUREAU that cannot be directly attributable to any individual Board and, therefore, cannot be included in the direct expenses charged to the Board. Indirect cost percentages are calculated for administrative services, investigative services, and fiscal services.

The indirect administrative percentage is based on an average of the total direct expenses for the previous four fiscal years. The indirect investigative percentage is based on an average of actual direct investigative hours charged to the Board for the previous five fiscal years. The indirect fiscal percentage is based on the total number of individual records maintained plus the total number of financial transactions processed during the previous fiscal year.

The approximate percentage shares of indirect expenses to be charged to the Board are:

Administrative	1.50%
Investigative	.27%
Fiscal	.98%

The total fiscal year Board budget is calculated by combining the Board's estimated direct expenses and the Board's estimated indirect expenses. The Board's estimated **Total Board Budget for fiscal year 2013 is \$33,000.**

EXHIBIT C
BUREAU FIXED COSTS

Total Personnel	\$23,000
Total Operating	\$10,000
Total Capital Outlay	
TOTAL FIXED COSTS	\$33,000

EXHIBIT E
BUREAU TERMINATION FEE SCHEDULE

As noted in Section 26 Termination or Modification of Agreement, in the event of termination of this Agreement by either party, the Board shall pay its share of the Fixed Costs for the fiscal year in which the notice of termination is given and for the next following fiscal year if the BUREAU's final budget request for that next following fiscal year has been submitted prior to the notice of termination. All funds deposited in the BUREAU fund become the funds of the BUREAU and shall not be transferred to the Board as a result of the Termination or Modification of the Agreement unless otherwise required by Idaho Code.

Upon receipt of the notice of termination the total amount of the Board's internal fund balance necessary to pay for all budgeted fixed costs shall be subtracted from the Board's internal fund balance. If upon receipt of the notice of termination, the BUREAU has submitted its final budget request for the next following fiscal year, all budgeted fixed costs for said fiscal year shall also be subtracted from the Board's internal fund balance.

If the Board's internal fund balance contains insufficient funds to pay its share of the BUREAU fixed costs, the notice of termination shall be deemed non-binding until such time as the Board's fund balance is sufficient to pay its share of all fixed costs budgeted for the Board.