



State of Nevada  
Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board

## NOTICE OF PUBLIC MEETING

**Wednesday, February 21, 2024 ~ 4:30pm**

**Location:** Board Office ~ 6170 Mae Anne Avenue, Suite 1, Reno, Nevada 89523

*Supporting materials relating to this meeting will be physically available but in an effort to reduce costs and preserve resources, attendees are encouraged to access electronic copies on the Board's website at <https://www.nvspeechhearing.org/about/Minutes.asp>*

### Teleconference Access

#### ZOOM VIDEO & AUDIO:

<https://us02web.zoom.us/j/89869198495?pwd=WUUwNGhGN0tyQmRRaTJpS0o2VIZOQT09>

**AUDIO ONLY BY TELEPHONE:** (669) 900-6833

**Meeting ID:** 898 6919 8495 **Passcode:** 966739

If you are outside the United States or need **toll-free telephone access**, please contact the Board office at [board@nvspeechhearing.org](mailto:board@nvspeechhearing.org) or (775) 787-3421 to request a toll-free number no later than 3:00pm Pacific on the day of the meeting.

### Public Comment

Any person wishing to make public comment may attend the meeting and provide comment as follows:  
1) In person at the physical location(s) listed above, 2) Virtually through the Zoom teleconference video link listed above, or 3) Telephonically through the Zoom telephone number listed above.  
Please see additional public comment instructions at the end of this agenda.

## AGENDA

The **STATE OF NEVADA SPEECH-LANGUAGE PATHOLOGY, AUDIOLOGY AND HEARING AID DISPENSING BOARD** may: (a) address agenda items out of sequence (b) combine agenda items or (c) pull or remove items from the agenda at any time. The Board may convene in closed session to consider the character, alleged misconduct, professional competence or physical or mental health of a person. (NRS 241.020, NRS 241.030).  
Action by the Board on any item may be to approve, deny, amend, or table.

### 1. Call to Order, Confirmation of Quorum

### 2. Public Comment

*No vote may be taken upon a matter raised during a period devoted to public comment until the matter itself has been specifically included on an agenda as an item upon which action may be taken. (NRS 241.020)*

### 3. Approval of the Minutes: Board Meeting and Public Workshop of January 24, 2024 *(for possible action)*

### 4. Consideration for Review and Approval of Revised FY24 Budget and Contracts for Legislative Services and Licensing Database and *(for possible action)*

### 5. Public Comment

*No vote may be taken upon a matter raised during a period devoted to public comment until the matter itself has been specifically included on an agenda as an item upon which action may be taken. (NRS 241.020)*

### 6. Adjournment *(for possible action)*

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### **PUBLIC COMMENT**

Public comment is welcomed by the Board. Public comment will be limited to five minutes per person and comments based on viewpoint will not be restricted. A public comment time will be available prior to action items on the agenda and on any matter not specifically included on the agenda as the last item on the agenda. At the discretion of the Board Chair, additional public comment may be heard when that item is reached. The Board Chair may allow additional time to be given a speaker as time allows and in their sole discretion. (NRS 241.020, NRS 241.030). Prior to the commencement and conclusion of a contested case or a quasi-judicial proceeding that may affect the due process rights of an individual, the Board may refuse to consider public comment. (NRS 233B.126).

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### **ACCOMMODATIONS**

Persons with disabilities who require special accommodations or assistance at the meeting should contact the Board office at (775) 787-3421 or email at [board@nvspeechhearing.org](mailto:board@nvspeechhearing.org) no later than 48 hours prior to the meeting. Requests for special accommodations made after this time frame cannot be guaranteed.

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### **AGENDA POSTING & DISSEMINATION**

This meeting has been properly noticed and posted in the following locations:

- Nevada Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board [Website](#) and Office, 6170 Mae Anne Avenue, Suite 1, Reno, Nevada 89523
- State of Nevada Public Notices Website: [www.notice.nv.gov](http://www.notice.nv.gov)

This agenda has been sent to all members of the Board and other interested persons who have requested an agenda from the Board. Persons who wish to continue to receive an agenda and notice must request so in writing on an annual basis.

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### **SUPPORTING MATERIALS**

Supporting material relating to public meetings of the Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board is available at the Board's administrative office located at 6170 Mae Anne Avenue, Suite 1, Reno, Nevada 89523 on the Board's website at <https://www.nvspeechhearing.org/about/Minutes.asp> or by contacting Jennifer R. Pierce, Executive Director by phone at (775) 787-3421 or email at [board@nvspeechhearing.org](mailto:board@nvspeechhearing.org).

Anyone desiring additional information regarding the meeting is invited to call the Board office at (775) 787-3421 or [board@nvspeechhearing.org](mailto:board@nvspeechhearing.org).

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State of Nevada  
Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board

# AGENDA ITEM 1

## Call to Order, Confirmation of Quorum

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Call to Order, Confirmation of Quorum.

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**Action:** Meeting Called to Order



## AGENDA ITEM 2

### Public Comment

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*No vote may be taken upon a matter raised during a period devoted to public comment until the matter itself has been specifically included on an agenda as an item upon which action may be taken. (NRS 241.020).*

**CHAIR/VICE CHAIR: PLEASE READ PRIOR TO CALLING FOR PUBLIC COMMENT:**

I will now review the instructions for providing public comment during this meeting:

Any person wishing to make public comment may attend this meeting and provide public comment in one of the following ways:

1. Attend the meeting and provide public comment in-person at the physical location; OR
2. Attend the meeting and provide public comment virtually through the Zoom teleconference video link listed on the agenda; OR
3. Attend the meeting and provide public comment telephonically through the Zoom telephone number listed at the end of the meeting agenda with additional public comment instructions.

Public comment is welcomed by the Board.

- Public comment will be limited to five minutes per person and comments based on viewpoint will not be restricted.
- A public comment time will be available prior to action items on the agenda and on any matter not specifically included on the agenda as the last item on the agenda.
- At the discretion of the Board Chair, additional public comment may be heard when that item is reached.
- The Board Chair may allow additional time to be given a speaker as time allows and in their sole discretion.
- Prior to the commencement and conclusion of a contested case or a quasi-judicial proceeding that may affect the due process rights of an individual, the Board may refuse to consider public comment.

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**Action:** None – Informational Only



State of Nevada  
Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board

### **AGENDA ITEM 3**

## **Approval of the Minutes: Board Meeting and Public Workshop of January 24, 2024**

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The minutes of the Board Meeting and Public Workshop of January 24, 2024 are presented for approval.

**Attachment on next page:** *Minutes Not Yet Approved 1 24 2024*

**Action:** Approve, Table, or Take No Action on the Matter

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State of Nevada  
**Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board**

**MINUTES OF PUBLIC MEETING**

Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board

**January 24, 2024**

<b>Members Present:</b>	Andrea Menicucci, Timothy Hunsaker, Lynee Anderson, Shawn Binn, Jennifer Joy-Cornejo, Branden Murphy, Adrienne Williams
<b>Members Absent:</b>	None
<b>Staff Present:</b>	Jennifer Pierce, Executive Director Stacey Whittaker, Licensing Coordinator Henna Rasul, Sr. Deputy Attorney General, Board Counsel Thomas Sharkey, Board Investigator
<b>Public Present:</b>	Lyn Beggs, Marvelee Clayworth, Laura Fink, Nancy Kuhles, Megan Marble, Elyse Monroy, Katrina Nicholas, Obioma Officer, Kim Reddig, Shawna Ross, Sabrina Schur, Christine Seitz, Izack Tenorio, Carrie Page Unkle

**Call to Order, Confirmation of Quorum**

Andrea Menicucci called the meeting to order at 4:30pm. A roll call confirmed a quorum was present.

**Public Comment**

Andrea Menicucci introduced this agenda item and read the following statement pursuant to AB219 (2023):

“I will now review the instructions for providing public comment during this meeting: Any person wishing to make public comment may attend this meeting and provide public comment in one of the following ways: 1. Attend the meeting and provide public comment in-person at the physical location; OR 2. Attend the meeting and provide public comment virtually through the Zoom teleconference video link listed on the agenda; OR 3. Attend the meeting and provide public comment telephonically through the Zoom telephone number listed above. Please see additional public comment instructions at the end of this agenda. Public comment is welcomed by the Board. Public comment will be limited to five minutes per person and comments based on viewpoint will not be restricted. A public comment time will be available prior to action items on the agenda and on any matter not specifically included on the agenda as the last item on the agenda. At the discretion of the Board Chair, additional public comment may be heard when that item is reached. The Board Chair may allow additional time to be given a speaker as time allows and in their sole discretion. Prior to the commencement and conclusion of a contested case or a quasi-judicial proceeding that may affect the due process rights of an individual, the Board may refuse to consider public comment.”

Ms. Menicucci then called for public comment. Stacey Whittaker reported that a public comment was emailed to the Board Office from Lance Ledet earlier today and read the comment into the record as follows:

“Hello, I am the President of the Hearing Loss Association of America Southern Nevada Chapter. I will not be able to make the meeting today. As I was reviewing the agenda for today’s meeting. If it is possible I would like to make a comment to be read at meeting today, when you get to the following agenda item listed below. It would help many nonprofits in the Deaf and Hearing Loss communities

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to be able to send out an email through your list of audiologists, hearing aid clinics and ENT offices since you already have their complete mailing list. This would assist the local ASD Councils and Commissions to be able to send out information approved by your organization. Best Regards, Lance Ledet.”

### **Welcome & Introduction of New Board Members**

Ms. Pierce reported that the Board office received notification from the Governor’s Office in October and December 2023 of the following new appointments: Shawn Binn, SLP; Jennifer Joy-Cornejo, AuD-D; and Branden Murphy, Public Member. All three members were present at this meeting, and each had a chance to introduce themselves. The new members were welcomed, and introductions were made to the existing Board members and staff.

### **Approval of the Minutes: Board Meeting of October 18, 2023**

Andrea Menicucci asked if there were any corrections or revisions to the minutes of the meeting of October 18, 2023 and none were noted, so she called for a motion. Adrienne Williams made a motion to approve the minutes of October 18, 2023 as written. Timothy Hunsaker seconded the motion. The motion passed unanimously.

### **Disciplinary Matters**

#### **a. Consent Decree Recommended for Approval: Case #A23-02, Carrie Page, AuD-D, License #A-3513 Dispensing (Formerly License #A-188)**

This matter was carried over from the October 18, 2023 meeting where the Board was first presented with the Consent Decree in this matter. At that meeting, the Board had a number of questions and concerns about the circumstances of the case and the terms of the Consent Decree and chose to table the matter, asking that the Respondent and her attorney be present at this meeting. The complaint alleged unprofessional conduct and fitting and dispensing of hearing aids without having obtained a dispensing endorsement. After investigation and review of all documentation received in regard to the above referenced complaint, it was determined that there was sufficient evidence to file a formal complaint for hearing before the Board and the facts set forth in the accusations were sufficient to establish a violation of Chapter 637B of the Nevada Revised Statutes or the Nevada Administrative Code. The practitioner opted to settle the matter by entering into a Consent Decree. Dr. Page and her attorney, Lyn Beggs, were present at this meeting. Board Counsel Henna Rasul directed Ms. Pierce to send the proposed Consent Decree to the Board members under separate cover and asked the members to review it and ask questions as needed. DAG Rasul also noted for the record that an error was found on page 7, paragraph 2 including the name of a different licensing Board that would be corrected to this Board’s name. Timothy Hunsaker reiterated his question from the October meeting, specifically around the Consent Decree terms and absence of a monetary fine for unlicensed practice beyond repayment of legal fees. DAG Rasul and Ms. Beggs explained that the terms were negotiated and that while no additional civil penalty was included, the case would result in a public reprimand which will remain permanently on Dr. Page’s licensing record. After some discussion, Board members expressed that they were comfortable with the terms as originally negotiated and presented. Andrea Menicucci called for a motion. Timothy Hunsaker made a motion to accept the Consent Decree as presented, with the noted correction to be made by DAG Rasul. Adrienne Williams seconded the motion. The motion passed unanimously.

#### **b. Recommendation for Dismissal: Case #S23-03**

Ms. Pierce summarized that this Complaint alleged unprofessional conduct, premature termination of services, and conduct that is harmful to the public health and safety. After investigation and review of all documentation received on this complaint, it was determined that there is insufficient evidence to file a formal complaint for hearing before the Board and the facts set forth in the accusations are insufficient

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to establish a violation of Chapter 637B of the Nevada Revised Statutes or the Nevada Administrative Code. Ms. Pierce recommended the case be dismissed. Andrea Menicucci called for a motion. Timothy Hunsaker made a motion to dismiss the case as recommended. Adrienne Williams seconded the motion. The motion passed unanimously.

### **Public Workshop on Proposed Regulations LCB File R108-23P**

Andrea Menicucci opened the Public Workshop and asked Ms. Pierce to summarize the first agenda item.

#### **a. Introduction to Proposed Regulations LCB File R108-23P**

Ms. Pierce directed the Board Members and attendees to LCB File R108-23P and explained the purpose of the workshop to solicit comments from interested persons on the proposed regulation. Ms. Pierce summarized the proposed changes by section and shared on the record that Board staff found that Section 7 appeared to be an exact duplicate of Section 6 and would mark this for correction. Additionally, language should be added to Section 8 stating that a licensee may only delegate duties that fall within the scope of their license/endorsement (i.e. an audiologist vs. dispensing audiologist).

#### **b. Public Comment on Proposed Regulations LCB File R108-23P**

Andrea Menicucci opened the Workshop for public comment. No written comments were received. One oral comment was received as follows:

- Nancy Kuhles, NSHA Coalition offered oral public comment in reference to Section 8 of the proposed revisions, which amends/expands the duties that may be delegated by a hearing aid specialist, audiologist, or dispensing audiologist to an unlicensed assistant in NAC 637B.0442. Specifically, Ms. Kuhles stated that there appeared to be a conflict with (proposed revised) NAC 637B.0442(3)(d) which states *“Duties that may not be delegated pursuant to this section include, without limitation: Conducting any activity involving direct physical contact with a client and a hearing-related procedure or instrument.”* (p. 11 of LCB File R108-23P). Ms. Kuhles further noted that the prior section (proposed revised) NAC 637B.0442(2) included a number of new duties that could be delegated but would require physical contact with a client or hearing related procedure or instrument, placing the two sections in conflict with one another.

No further public comment was received, and Chair Menicucci closed the public hearing.

### **Consideration of Proposed Regulations LCB File R108-23P Based on Comments Received at Public Workshop**

Andrea Menicucci opened the discussion for any additions, amendments, and/or repeal of regulations taking into consideration the comments from the public. Jennifer Joy-Cornejo suggested that Section 8, referenced in Ms. Kuhles’ public comment, should be revised as there are number of duties that include physical contact. Board members and staff discussed and identified a number of duties in the list that could be moved to a separate section allowing for physical contact. Additional discussion included whether to omit the section prohibiting physical contact or whether the revision should address the licensee providing “direct supervision” when delegating certain tasks. Consensus among members was that the purpose of delegating was to allow the licensee to hand off a task, not require them to stay and observe, so a direct supervision requirement should not be included. Branden Murphy further suggested that licensed Audiologists and Hearing Aid Specialists are highly trained and capable of determining when these tasks are appropriate to delegate. It was noted that current NAC 637B.0442(1) requires a delegating practitioner to determine *“before delegating a duty, that the unlicensed assistant possesses the necessary knowledge, competence, training and skills to perform the duty.”* Additionally, new proposed language in NAC 637B.0442(3) further states that *“A licensee supervising an unlicensed assistant assumes full responsibility for all services provided by the unlicensed assistant.”* It was agreed amongst the members that this language was sufficient to protect the public.



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The following revisions were summarized and proposed:

- 1) Deletion of Section 7 as it appears to be an exact duplicate of Section 6.
- 2) Add language to Section 8 stating that a licensee may only delegate duties that fall within the scope of their license/endorsement (i.e. an audiologist vs. dispensing audiologist).
- 3) Addition of the word “Verbally” to item (3)(p) in Section 8 to read as follows: *“Verbally instructing a patient in proper ear hygiene.”*
- 4) Addition of a new subsection in Section 8 to include the following tasks that may be delegated to an unlicensed assistant that involve direct physical contact with a client or a hearing-related procedure or instrument:
  - *(3)(n) Instructing a client in the proper use and care of hearing aids and other amplification devices;*
  - *(3)(v) Conducting hearing and tympanometric screening on older children and adults without interpretation;*
  - *(3)(w) Conducting an otoacoustic emission screening;*
  - *(3)(x) Performing a nondiagnostic otoscopy;*
  - *(3)(y) Performing a pure-tone audiologic reassessment on an established patient;*
  - *(3)(z) Preparing a client for electronystagmography and videonystagmography or evoked testing;*
  - *(3)(aa) Assisting a licensed audiologist, dispensing audiologist or hearing aid specialist in testing the hearing of a pediatric client;*
  - *(3)(bb) Performing a pure-tone hearing screening and universal newborn hearing screening test;*

Andrea Menicucci called for a motion. Jennifer Joy-Cornejo made a motion to revise the regulations as proposed and send the file back to the Legislative Counsel Bureau for formal revision. Branden Murphy seconded the motion. The motion passed unanimously.

**Work Session on Identified/Proposed Revisions to NRS 637B, Including Consideration of the Following: Recommendations from Advisory Committee on Fitting and Dispensing Hearing Aids, Approval to Establish Speech-Language Pathology Workgroup, and Board Position on NSHA-Planned ASLP Interstate Compact Legislation**

**a. NRS Revisions Approved: Draft Language Previously Approved by Board**

Ms. Pierce explained that proposed/revise draft language has already been approved by the Board for the following NRS sections: NRS 637B.050; NRS 637B.193; NRS 637B.200; NRS 637B.201; NRS 637B.203; NRS 637B.204; NRS 637B.242; NRS 637B.250. These sections have been noted so that Board Members and the public are aware of all proposed changes. No action was taken on this item.

**b. NRS Revisions Approved: Draft Language Presented for Approval**

Ms. Pierce reported that the following sections of NRS were previously approved for revision and drafted language is presented in this meeting for the Board’s review and approval:

- **NRS 637B.175. Fees.** Proposed increases to the fee caps in this section were discussed and drafted from the Board’s 2021 legislative effort to raise caps. At that time, the examination fee was not proposed for increase, but is included in the current revision as the cost to the Board for exam materials is increasing. Discussion resulted in consensus that the caps should be raised to provide the Board a cushion to raise actual fees as needed, as almost all are at the caps now. Specific amounts were proposed, and Andrea Menicucci called for a motion. Shawn Binn made a motion to revise the proposed fee caps as follows: Application fee: \$300; License fee: \$200; Renewal fee: \$200; Reinstatement fee: \$300; Examination fee: \$500; and Fee for obtaining license information (mailing list): \$200. Jennifer Joy-Cornejo seconded the motion. The motion passed unanimously.

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- **NRS 637B.055 “Practice of fitting and dispensing hearing aids” defined.** The drafted revisions in this section make three major proposed changes: 1) add the term “ordering the use of” to the current “fitting and dispensing hearing aids” in alignment with the FDA Final Rule on Over-the-Counter Hearing Aids, 2) add a section allowing the practice of cerumen management, and 3) add a section allowing the practice of tinnitus management. Jennifer Joy-Cornejo stated that she had concerns about these revisions, specifically around allowing the practice of cerumen management. Timothy Hunsaker and Lynee Anderson stated that they also had concerns regarding this issue. Dr. Hunsaker could not recall being at the Advisory Meeting when this was recommended, and Ms. Anderson stated that she had previously voiced here concerns when the matter was discussed. It was recommended and agreed that the matter should be tabled and sent back to the Advisory Committee on Fitting and Dispensing Hearing Aids for further discussion and recommendation. No action was taken.
- **Definitions (related to Cerumen Management and Tinnitus Management in NRS 637B.055 above).** This item was not discussed, and no action was taken as it is related to the prior item that was tabled and sent back to the Advisory Committee.

**c. NRS Revisions Approved: Draft Language Not Complete - Work Sessions/Subcommittee Recommended**

Ms. Pierce explained that the following items have been approved for revision but will require new sections in NRS 637B: Speech-Language Pathology Assistants (new licensing) and Telesupervision. As such, it was recommended that the Board consider establishing a Speech-Language Pathology Subcommittee to conduct this work. Andrea Menicucci called for a motion. Timothy Hunsaker made a motion to establish a Speech-Language Pathology Subcommittee to work on proposed NRS revisions. Shawn Binn seconded the motion. The motion passed unanimously.

Following the vote there was discussion around subcommittee membership and it was agreed that any Board or non-Board member could volunteer to participate and interested persons were asked to email Ms. Pierce.

**d. NRS Revisions Not Yet Approved: Sections Under Discussion, Reintroduced, or Newly Identified for Revision**

Ms. Pierce explained that the following sections have been identified for possible revision, but no action has been taken to date:

- **NRS 637B.060 “Practice of speech-language pathology” defined.** Ms. Pierce summarized that this identified revision would amend the Speech-Language Pathology Scope of Practice to include the Flexible Endoscopic Evaluation of Swallowing (FEES) procedure and recommended that this item be included in matters delegated to the proposed Speech-Language Pathology Subcommittee for recommendation and revision as applicable. Andrea Menicucci called for a motion. Shawn Binn made a motion to delegate this matter to the newly established Speech-Language Pathology Subcommittee for review and recommendation. Andrea Menicucci seconded the motion. The motion passed unanimously.
- **NRS 637B.193 & NRS 637B.201 Education and Training Requirements for HAS and HAS Apprentices.** Ms. Pierce summarized that this matter was heard by the Advisory Committee on January 16, 2024 with the following recommendations: 1) Retain the requirement for an Apprentice to complete a 2 year training program as currently required in NRS 637B and NAC 637B, and 2) In conjunction with the removal of the NBC-HIS requirement in NRS 637B.193(2), revise NRS 637B and NAC 637B to require 1 year of dispensing experience for a Standard HAS applicant who is licensed or has prior training/experience in another state, with credit granted for training/work in another state.

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Ms. Pierce summarized the data considered by the Advisory Committee as follows:

- Currently, the NBC-HIS requirement ensures that an applicant has completed a 2 year training program to obtain the Standard HAS license, however, once the NBC-HIS requirement is removed, passage of the dispensing exams will be the only other requirement.
- Data found for HAS training in 44 states indicated an average minimum training requirement of 10 months. Nevada is one of three states requiring a 2 year apprenticeship, with the majority (23 states) requiring 1 year, and at least 18 other states requiring between 2–8 months.

Andrea Menicucci called for a motion. Jennifer Joy-Cornejo made a motion to pursue the revisions to NRS 637B.193 & NRS 637B.201 as recommended by the Advisory Committee. Timothy Hunsaker seconded the motion. The motion passed unanimously.

- **NRS 637B.205 & NRS 637B.200 Required Dispensing Examinations and Endorsement for Fitting and Dispensing Hearing Aids for Dispensing Audiologists**

Ms. Pierce summarized that this matter was heard by the Advisory Committee on January 16, 2024 with unanimous action taken to recommend removal of the dispensing examinations and dispensing endorsement requirements for all Audiologist applicants. This would result in repealing NRS 637B.205 and revising NRS 637B.200(1)(b) to remove the reference to the endorsement of a license to engage in the practice of fitting and dispensing hearing aids.

Ms. Pierce summarized the data considered by the Advisory Committee as follows:

- Nevada is 1 of 13 states requiring a separate license/endorsement for an Audiologist to dispense hearing aids.
- Of those 13 states, 10 require the written exam, and only 4 require the practical exam.
- The written ILE is facilitated and administered by the International Hearing Society (IHS). Practical exams are administered by Nevada Board proctors at the candidate's convenience in Las Vegas, Reno, or Carson City, and require an applicant to travel to Nevada with a portable audiometer and a second person to serve as their test subject.
- Most states (33), including Nevada, require a Doctoral degree for an Audiology license.
- Between FY20-23, the Board administered 88 practical exams, of which 48 were by AuD-D applicants. Of those 48, only 3 exams (6%) resulted in failure on the first attempt, compared to 22% of HAS applicants and 29% of Apprentices seeking conversion to a HAS license.
- The newly established ASLP Interstate Compact does not require either a dispensing written or practical exam for Audiology licensure. While the Board has not elected to pursue efforts to join the ASLP-IC, the Nevada Speech-Hearing Association plans to pursue legislation in 2025 to join Nevada to the Compact.

Andrea Menicucci called for a motion. Timothy Hunsaker made a motion to pursue the revisions to NRS 637B.193 & NRS 637B.201 as recommended by the Advisory Committee. Branden Murphy seconded the motion. The motion passed unanimously.

- **NRS New: ASLP Interstate Compact**

Ms. Pierce summarized that this matter has been reintroduced on request for the Board to consider membership in the ASLP Interstate Compact (ASLP-IC). The Board has reviewed information on the ASLP-IC in prior meetings with no action taken to date. With the support of ASHA, NSHA has informed the Board that it intends to seek legislation in 2025 to join Nevada to the Compact. An informational meeting was held on December 6, 2023 between NSHA and the Board Chair & Executive Director to gather more information, and NSHA provided a white paper in

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advance of this meeting for the Board's review. As the Board has not yet taken action to include this legislation in its own BDR, it is recommended that the Board consider action on a position regarding NSHA's bill prior to the start of the 2025 legislative session.

There was lengthy discussion around how Compact membership might impact the Board financially and how licenses would be processed, including conducting background checks. Representatives from NSHA and their legislative team took questions, and it was clarified that the Board would continue to process licenses and collect revenue as it does currently, but an applicant or licensee could indicate that they would like to also apply for a "privilege to practice" within the Compact, which would subject them to background checks. The Compact recently issued an RFP for a licensing database and hopes to begin issuing privileges at the end of 2024.

Andrea Menicucci called for a motion. Branden Murphy made a motion to support NSHA's legislative effort to join Nevada to the ASLP-IC. Timothy Hunsaker seconded the motion. The following members voted in support of the motion: Lynee Anderson, Timothy Hunsaker, Jennifer Joy-Cornejo, Branden Murphy, and Adrienne Williams. The following members voted against the motion, both citing that they would like to gather more information and wait and see how the Compact develops: Shawn Binn and Andrea Menicucci. The motion passed.

### **Executive Director's Report**

Ms. Pierce directed the Board to the written Executive Director's Report which included the following:

- **Licensure Statistics:** FY24 Q2 resulted in a net increase of 9 licenses (54 issued/45 expired), a less than 1% increase from the prior quarter. This increase is lower than the increases in prior years' 2<sup>nd</sup> quarters.
- **FY24 Q2 Financial Report & FY23 Audited Financial Statements:** The FY24 Q2 summary was attached for review, with revenue totaling \$101,190.69 (46.21% of budget) and expenses totaling \$99,886.90 (45.86% of budget), resulting in net Q2 income of \$1,303.79. A future budget deviation was noted related to an increase in the direct deposit fee from \$1.75 to \$4.00 (+\$2.25) effective January 2024.
- **Board Member Appointments/Reappointments:** As previously reported, all vacancies have been filled and the Board is fully appointed. The next vacancy will occur when Andrea Menicucci's second term expires on 7/1/2024, at which time a new member will be reappointed and the Board will be tasked with electing a new Chair.
- **Complaints:** There were two open complaint cases following the October 18, 2023 Board Meeting. One new case was received in November 2023, totaling three open cases. Two cases were presented and approved for disposition earlier in the meeting (one accepted Consent Decree and one case dismissal), resulting in one open case remaining.

There were no questions, and no action was taken.

### **Consideration for Review and Approval of Draft FY25 Budget and Solicitations and Contracts for Legislative Services and Licensing Database**

#### **a. Review & Approval of Draft FY25 Budget**

Ms. Pierce directed the Board to a draft FY25 budget presented for the Board's consideration and approval and explained that this was proposed as a planned deficit budget to cover the nonrecurring cost of legislative services that are hoped to support passage of the Board's planned BDR. While anticipated FY25 revenue will likely not be sufficient to cover FY25 expenses, there are sufficient reserves to cover the deficit. There were no follow-up questions and Andrea Menicucci called for a

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motion. Shawn Binn made a motion to approve the FY25 budget as drafted. Andrea Menicucci seconded the motion. The motion passed unanimously.

**b. Consideration to Delegate Drafting/Approval of New Sole Source Contract with Albertson Consulting for Ongoing Licensing Database/Website Support**

Ms. Pierce explained that Board staff were recently informed that a September 2021 revision to the State Administrative Manual, Section 0326 removed the exemption from contracting for data systems. As a result, it is recommended that the Board take steps to execute a new contract with Albertson Consulting for ongoing Licensing Database/Website Support services with authority delegated to the Board Chair and Executive Director to draft and execute the contract. The proposed term is FY25-FY28 with total costs ranging from \$8,855 to \$9,355 annually. There were no follow-up questions and Andrea Menicucci called for a motion. Branden Murphy made a motion to approve and delegate drafting/approval to the Board Chair and Executive Director for a new sole source contract with Albertson Consulting for ongoing licensing database/website support. Lynee Anderson seconded the motion. The motion passed unanimously.

**c. Consideration of Responses to Solicitation for Legislative Services to assist the Board in Legislative and Regulatory Matters, Contract Award, and Approval to Delegate Drafting/Approval of Contract**

Ms. Pierce summarized that at the October 18, 2023 meeting, the Board authorized the Executive Director to release a *Solicitation for Government Relations Services* for pending legislative activities. The solicitation was sent out to three identified lobbyists, and one proposal was received and provided for the Board's review. It was recommended that the Board select a vendor and approve associated costs and delegate authority to the Executive Director and Board Chair to draft and execute the contract. Strategies 360 was the responding vendor, proposing a 2 year contract at a flat rate of \$3,000 monthly. A follow-up inquiry indicated that this rate and contract length were negotiable, confirmed by Izack Tenorio of Strategies 360 who was present in the meeting. There were no follow-up questions and Andrea Menicucci called for a motion. Jennifer Joy-Cornejo made a motion to approve and delegate drafting/approval to the Board Chair and Executive Director for a contract with Strategies 360 for legislative/lobbying services. Timothy Hunsaker seconded the motion. The motion passed unanimously.

**Report from Legal Counsel**

Henna Rasul, Board Counsel had no new information to report on legal matters.

**Reports from Board Chair and Board Members**

- a. Report from Board Chair and Board Members: There were no reports from the Board Chair or members.
- b. 2024 Proposed Meeting Schedule: The next meeting was scheduled for Wednesday, April 24, 2024 at 4:30pm and will be hosted from the Board Office in Reno.
- c. Future Agenda Items: The following matters were identified for the April 2024 meeting and future agendas:
  - 1) Public Hearing on Proposed Revisions to NAC 637B LCB File R108-23P
  - 2) Work Session on Future Legislative Efforts to Revise NRS 637B
  - 3) Other Items As Proposed

**Public Comment**

There was no public comment.

**Adjournment**

Andrea Menicucci adjourned the meeting at 6:55pm.



## AGENDA ITEM 4

### Consideration for Review and Approval of Revised FY24 Budget and Contracts for Legislative Services and Licensing Database

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The two attached contracts listed below are presented for the Board's final review and approval following approval for drafting at the January 24, 2024 meeting, along with a revised FY24 budget with additional expenses added for legislative services in support of the attached contract:

- **Revised FY24 Budget**

Additional expenses have been added to cover legislative services in support of the attached contract. Other line items in **RED** have been adjusted to reflect expenses that were originally budgeted higher than costs actually invoiced.

- **Contract DRAFT – Strategies 360**

At the January 24, 2024 meeting the Board approved /delegated the finalizing of terms to the Board Chair and Executive Director. The final contract is presented for approval to begin April 1, 2024 and end June 30, 2025 in support of the Board's legislative efforts.

- **Contract DRAFT – Albertson Consulting, Inc.**

Drafted as presented/approved January 24, 2024 meeting. term July 1, 2024 – June 30, 2028. A Sole Source Solicitation Waiver has been submitted to the state Purchasing Division in support of this contract as the system is currently in use and is a proprietary program customized by the vendor to this Board's licensing and regulatory needs.

**Attachments on next page:**

1. *Revised FY24 Budget*
2. *Contract DRAFT – Strategies 360, Inc.*
3. *Contract DRAFT – Albertson Consulting, Inc.*

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**Action:** Approve, Table, or Take No Action on the Matter

**State of Nevada**  
**Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board**  
**Approved 4/26/2023; Revised/Approved 7/19/2023; REVISED DRAFT 2 21 2024**

REVENUE			
<b>Fees</b>	New apps; late renewals	\$ 41,832.00	Increase of 12% from FY23 based on FY20-FY23 average.
<b>License Fees</b>	New; renewals; reinstate; conversions	\$ 167,122.80	Increase of 6% from FY23 based on FY20-FY23 average.
<b>Exams, List, Interest</b>	Exams; lists; verifications; interest	\$ 10,050.42	Increase of 7% from FY23 based on FY20-FY23 average.
<b>Total Revenue</b>		<b>\$ 219,005.22</b>	

EXPENSES			Expense Narrative
<b>Personnel/Payroll</b>		\$ 162,922.53	
	Executive Director	\$101,012.91	12% COLA increase (\$10,822.81) per AB522, effective 7/1/2023.
	Licensing Coordinator	\$ 38,892.67	12% COLA increase (\$4,167.07) per AB522, effective 7/1/2023.
	Investigator	\$ 3,000.00	Hourly at \$40/hour not to exceed \$3,000.
	Payroll Taxes	\$ 10,731.78	Change per COLA increase.
	Deferred Comp	\$ 9,141.67	ED Salary @ 9.05%. Change per COLA increase.
	Direct Deposit Fees	\$ 143.50	\$1.75 per DD (JP/SW @ 52 = \$91; Investigator/Exam Proctors @ 30 = \$52.50)
<b>Legal Fees</b>	Attorney General	\$ 8,000.00	Est \$154.36/hr: 9 mtgs @ 2 hrs ea= \$2,778.48 + \$5,221.52 complaints
<b>Audit Fees</b>	<b>Coulson &amp; Associates</b>	<b>\$ 10,000.00</b>	<b>\$10,000 actual charged (reduced from \$15,000 budgeted)</b>
<b>Bank Fees</b>	Merchant Svcs/Checking	\$ 4,600.00	
<b>Board Compensation</b>	Salary	\$ 2,925.00	Board 5 mtg @ \$75 x 7 members = \$2,625; Committee 4 mtg @ \$75 x 2 members = \$300
<b>Dues</b>	NCSB; RAN	\$ 550.00	NCSB \$450; RAN \$100
<b>Equipment</b>		\$ 500.00	Added \$300 for Investigator Chromebook. No other equipment anticipated.
<b>Examinations</b>		\$ 4,240.00	
	Exam Proctors	\$ 2,400.00	24 exams @ \$100/proctor (Avg FY20-FY23 = 19)
	Exam Materials	\$ 1,840.00	12 exams @ \$50 each; 12 exams @ \$100 each + \$40 shipping (Avg FY20-FY23 = 19)
<b>Insurance</b>	Tort & Liability/Worker's Comp	\$ 1,350.00	Tort Liability \$750; Worker's Comp \$600
<b>Database/Website</b>	Albertson Consulting	\$ 7,650.00	Annual \$7,200; Support Overage \$405 (3 hrs @ \$135/hr)
<b>Meeting Expense</b>	Rooms/lunches	\$ 100.00	Recommend no-cost in-person meetings if held.
<b>Ofc Lease/Cost Share</b>	<b>OT Board</b>	<b>\$ 2,925.67</b>	<b>Revised (reduced from \$3,400) to actual paid.</b> Shared office, supplies, equipment, & internet
<b>Office Supplies</b>	ZOOM, Office365, Staples	\$ 750.00	Zoom \$150; Office365 \$400; Misc \$200
<b>Postage</b>	USPS/OT Board	\$ 400.00	
<b>Printing</b>	State Printer	\$ 200.00	Envelopes, misc.
<b>Professional Fees</b>		\$ 16,500.00	
	Accounting	\$ 3,000.00	\$750/quarter
	Investigation Fees	\$ 1,000.00	Expert reviewer services.
	<b>Leg Services</b>	<b>\$ 12,000.00</b>	<b>April - June 2024 in support of 2025 BDR</b>
	IT/Tech Support	\$ 500.00	None used in FY21/FY22
<b>Telephone/Tech</b>	AT&T; State of NV IT	\$ 525.00	Local \$300 (\$25/mo). LD \$25 (\$2/month). Teleconference (if needed) \$200.
<b>Travel</b>			
	Travel - In State	\$ 200.00	\$ 200.00 Local mileage. Reduce & hold all meetings via Zoom.
	Travel - Out of State	\$ -	None planned.
<b>Total Operating Expenses</b>		<b>\$ 224,338.20</b>	

<b>Revenue in Excess of Operating Expense</b>	<b>\$ (5,332.98)</b>
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CETS #:	
Solicitation #:	

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board
Address:	6170 Mae Anne Avenue, Suite 1
City, State, Zip Code:	Reno, NV 89523
Contact:	Jennifer R. Pierce, Executive Director
Phone:	(775) 787-3421
Fax:	(775) 746-4105
Email:	execdirector@nvspeechhearing.org

Contractor Name:	Strategies 360, Inc.
Address:	10801 W. Charleston Blvd.
City, State, Zip Code:	Las Vegas, NV 89315
Contact:	Izack Tenorio
Phone:	(702) 917-3756
Fax:	
Email:	<a href="mailto:izackt@strategies360.com">izackt@strategies360.com</a>

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	4/1/2024	To:	6/30/2025
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- NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.



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3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:
Legislative support services to assist in preparing for and representing the Board’s interests during the 2025 Legislative Session. Services include conducting outreach with stakeholders, legislators, state agencies, professional boards and organizations, and representing the Board during the session, including bill tracking and follow up activities. Please refer to Attachment A.

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$3,000	per	Month
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Total Contract or installments payable at:	Upon invoice as services are provided.
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Total Contract Not to Exceed:	\$45,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

5. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.

6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.

7. **CONTRACT TERMINATION.**

A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days’ notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.

B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the

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Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under **Subsection 7D**. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in **Section 2, Notice**, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under **Subsection 7C**, above, shall run concurrently, unless the notice expressly states otherwise.

8. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
9. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
10. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of

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Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
12. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.
- A. Workers' Compensation and Employer's Liability Insurance.
- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
  - 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.
- B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- |  |             |
|--|-------------|
| 1) General Aggregate                         | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury           | \$1,000,000 |
| 4) Each Occurrence                           | \$1,000,000 |
- C. Professional Liability/Errors and Omissions Liability The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- |                     |             |
|---------------------|-------------|
| 1) Each Claim       | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

***Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.***

13. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
14. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

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15. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
17. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
18. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
19. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.



CETS #:	
Solicitation #:	

**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR  
FOR LESS THAN \$50,000**

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board
Address:	6170 Mae Anne Avenue, Suite 1
City, State, Zip Code:	Reno, NV 89523
Contact:	Jennifer R. Pierce, Executive Director
Phone:	(775) 787-3421
Fax:	(775) 746-4105
Email:	execdirector@nvspeechhearing.org

Contractor Name:	Albertson Consulting Inc.
Address:	21 Main St., Ste 100
City, State, Zip Code:	Minot, ND 58701
Contact:	Daniel Albertson
Phone:	(701) 660-8029
Fax:	
Email:	dan@ebigpicture.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Branch of the State Government which derive their support from public money in whole or in part to engage services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

- CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 7, Contract Termination*. Contracts requiring approval of the Nevada Board of Examiners or the Clerk of the Board are not effective until such approval has occurred, however, after such approval, the effective date will be the date noted below.

Effective from:	7/1/2024	To:	6/30/2028
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- NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (a) by delivery in person; (b) by a nationally recognized next day courier service, return receipt requested; or (c) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or email to the address(es) such party has specified in writing.

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3. **SCOPE OF WORK.** The Scope of Work is described below, which is incorporated herein by reference:

DESCRIPTION OF SCOPE OF WORK:
Software as a Service (SaaS) Regulatory Database Program and Website Hosting. Continuation of Hosting, Maintenance and Support. Please see Attachment A: Vendor Proposal.

An Attachment must be limited to the Scope of Work to be performed by Contractor. Any provision, term or condition of an Attachment that contradicts the terms of this Contract, or that would change the obligations of the State under this Contract, shall be void and unenforceable.

4. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 3, Scope of Work* at a cost as noted below:

\$ 8,000; \$135.00 per hour year 1 \$ 8,200; \$150.00 per hour year 2 \$ 8,400; \$150.00 per hour year 3 \$ 8,500; \$150.00 per hour year 4	per	Annual; additional support hours as needed
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Total Contract or installments payable at:	Upon invoice as services are provided.
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Total Contract Not to Exceed:	\$40,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the Scope of Work or incorporated Attachments (if any). Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

5. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
6. **INSPECTION & AUDIT.** Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) and as required by State and federal law, complete and accurate records as are necessary to fully disclose to the State or United States Government, sufficient information to determine compliance with all State and federal regulations and statutes, and compliance with the terms of this contract, and agrees that such documents will be made available for inspection upon reasonable notice from authorized representatives of the State or Federal Government.
7. **CONTRACT TERMINATION.**
- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 2, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s)

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for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under **Subsection 7D**. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:

- 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
- 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
- 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
- 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or
- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
- 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in **Section 2, Notice**, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under **Subsection 7C**, above, shall run concurrently, unless the notice expressly states otherwise.

8. **REMEDIES.** Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
9. **LIMITED LIABILITY.** The State will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
10. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any



CETS #:	
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breach of the obligations of Contractor under this Contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

11. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
12. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the Contracting Agency, Contractor must procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum requirements specified below. Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307, for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor. By endorsement to Contractor's automobile and general liability policies, the State of Nevada shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of Contractor. Contractor shall not commence work before Contractor has provided evidence of the required insurance in the form of a certificate of insurance and endorsement to the Contracting Agency of the State.
- A. Workers' Compensation and Employer's Liability Insurance.
- 1) Contractor shall provide proof of worker's compensation insurance as required per Nevada Revised Statutes Chapters 616A through 616D inclusive.
  - 2) If Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310 and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage" form under NRS 616B.627 and NRS 617.210.
- B. Commercial General Liability – Occurrence Form. The Policy shall include bodily injury, property damage and broad form contractual liability coverage.
- |  |             |
|--|-------------|
| 1) General Aggregate                         | \$2,000,000 |
| 2) Products – Completed Operations Aggregate | \$1,000,000 |
| 3) Personal and Advertising Injury           | \$1,000,000 |
| 4) Each Occurrence                           | \$1,000,000 |
- C. Professional Liability/Errors and Omissions Liability The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- |                     |             |
|---------------------|-------------|
| 1) Each Claim       | \$1,000,000 |
| 2) Annual Aggregate | \$2,000,000 |

***Mail all required insurance documents to the Contracting Agency identified on page one of the Contract.***

13. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.
14. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

CETS #:	
Solicitation #:	

15. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract (“State Materials”) shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
16. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State may have the duty to disclose unless a particular record is made confidential by law or a common law balance of interests.
17. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
18. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
19. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.



Prepared for:

**The Nevada Board of Speech Pathology**

*April 24th, 2023*

By



# Big Picture Software

## E-Licensing Software Overview

### Regulatory & Professional E-Licensing Software



### Introduction

Albertson Consulting Inc., (Big Picture™ Software) believes that the **Nevada Board of Speech Pathology** will require eLicensing database & content management system that not only meets the current

requirements of the **Board** but also has the configurability and flexibility to meet the ever changing future requirements of the **Board**. This will require a vendor who is mission-aligned, accountable and reliable and who demonstrates the competency to fully execute the project.

When it comes to **configurability, we are the champions**. Other software vendors may claim that they have the ability to easily configure, add or modify record types or record fields. With other vendors, any of these modification requests will, in most cases, require that you call their support line and incur some support costs. With Big Picture™ Software, we enable the customer to easily add record types, modify fields and create custom templates and forms. Our intuitive user interface gives complete control to our customers which not only provides cost savings and reduces support calls, but also saves time by allowing the customer to make modifications at any time.

Not only is deploying and supporting the software easier when you host your site with us; there is also a substantial cost savings for your **Board**. No additional equipment or technical resources are necessary. When Big Picture™ Software hosts your application, we provide easy access for your staff members. Our web-based application is always accessible via the Internet. Over 99% of our customers host their sites with us, and we provide the experience, knowledge, security and added peace-of-mind that comes with a professional hosting service like ours.

Albertson Consulting (Big Picture™ Software) is pleased to present this proposal which will outline our past experience, expertise and in-depth understanding of the needs and requirements of the **Nevada Board of Speech Pathology**.

### **What We Offer**

We are more than just a software licensing company. We pride ourselves on building long-term partner relationships with our customers – just ask any of them. We believe that every one of our customers is an asset to our continued growth and the ever evolving strength of our product. Software licensing for regulatory agencies, such as the **Nevada Board of Speech Pathology** that requires a licensure management database and software solution that has the maturity, sustainability and configurability to change as the **Board** requirements change.

In our proposal, we offer the **Nevada Board of Speech Pathology** a technology partner who will proactively respond to change, deliver on-time within budget and provide a level of continued customer service that we hope will surpass the **Boards** expectations.

### **Corporate Experience**

Albertson Consulting, the parent company of the COTS Big Picture™ Software, was established in 2000. Since its inception, Albertson Consulting has engaged in the business of software development, support

and hosting. In 2003, we deployed our first Big Picture™ Software solution, and we have been licensing and supporting it for clients across the nation ever since. Customers consistently appreciate our ability to understand some of the many challenges they face with licensing requirements/regulations and legislative changes. Our licensure database management software provides a targeted approach and solution to all of these challenges. We produce excellent deliverables on-time and within budget.

In addition to mission alignment, Albertson Consulting brings a working knowledge of the business requirements and processes unique to the **Nevada Board of Speech Pathology's** licensing needs. Our licensure database management software has been deployed to state regulatory **Boards**, agencies and departments for over ten years.

Albertson Consulting possesses over sixty years of cumulative experience in software database architecture, design and development. We specialize in delivering a world-class license management solution that improves business processes, increases efficiency and enhances overall **Board** management.

Our goal is to provide a licensure database software solution that the **Nevada Board of Speech Pathology** will continue to use for the next ten years and beyond like our other customers. Albertson Consulting will provide a world class licensure management database solution at an affordable price that will exceed the **Board's** requirements. If the **Nevada Board of Speech Pathology** selects Albertson Consulting, you will capitalize on our experience, expertise and ability to successfully execute on our deliverables.

### **What Makes Us Different**

We realize that a handful of other software licensing providers have expressed interest and will likely submit competing proposals to provide a licensure management system. However, we believe that our proven deployment method offers the most configurable, scalable and timely installation to fulfill the **Nevada Board of Speech Pathology** licensing needs.

We believe our proposal is unique for several reasons:

- ACI provides over ten years of proven expertise in software licensing and database solutions Configurability
- Proven methodology of deployment with similar **board's**
- A deployment team that understands and possesses extensive experience in similar implementations Track record of on-time within budget deployments
- Outstanding customer care team
- An unequaled understanding that one software size does not fit all
- Innovative team of developers along with a quality management team that continues to exceed client expectations
- True 100% **web-based** licensure database management software solution that from conception was designed with the cloud in mind

Albertson Consulting is confident that while other respondents may be offering some of the same licensing components, we are proposing a licensing solution that will meet the **Nevada Board of Speech Pathology** current and future needs without additional costs. We are able to do this because of the architectural foundation of our software that allows our customers to easily make changes without having to continually pay for support or enhancement services.

If you have any questions regarding the cost proposal, please contact **Troy Rauschenberger, Director of Government Markets**, at [troy@ebigpicture.com](mailto:troy@ebigpicture.com) or you can call **701-839-7523 Ext. 114**. Thanks again for allowing Albertson Consulting the opportunity to present our cost proposal. We look forward to speaking with you.

## Software Ownership

Albertson Consulting retains all ownership rights to the software and grants a non-exclusive perpetual license for the **Board** to use the software for its intended purpose as long as the annual support agreement fees are paid in full. All other ownership rights remain with Albertson Consulting including the exclusive right to make changes to the source code.

## Data Conversion Service

Big Picture will be able to import electronic records that are delivered to our staff. Typically these records are in delimited text files. Often other types of files are delivered to our staff to import into our central repository. In the case where a customer is not capable of delivering their records, our staff may



be able to pull the records out of the existing internal database system if it has ODBC connectivity or data dump capabilities that render textual files.

## **Implementation Costs & Terms**

Albertson Consulting, Inc. (ACI) proposes to license one copy of the Big Picture™ Software for use by the **Nevada Board of Speech Pathology**. ACI retains the rights to the software. The **Board** cannot sell, give, maintain or distribute the software in any way to any other entity. The **Nevada Board of Speech Pathology** retains ownership of all data related to the project.

ACI retains all ownership rights to the software and grants a non-exclusive, perpetual license for the **Board** to use the software for its intended purpose as long as the annual support agreement fees are paid in full. All other ownership rights remain with Albertson Consulting, Inc. including the exclusive right to make changes to the source code.

Annual License/Support Plan: Includes, software version updates, system maintenance and support, assistance or issue resolution billable annually. Annual License/Support Plan fees apply no matter where the system is deployed.

Albertson Consulting Inc. prefers to enter into a multi-year contract and recognizes and agrees that all maintenance, enhancements and support beyond the Annual License/Support Plan and outside the initial scope of work, will be billed at **\$135.00 per hour** commencing upon execution of the contract.

**Annual Hosting/Software Licensing/Software Updates**

Annual Support & Software Licensing *Free Hosting	LIST PRICE/COST	PROPOSED COST (Discounted Offering)
1. Year One – Includes up to 1 non-accumulating monthly hours of support.	\$9,400	<b>\$8,000</b>
2. Year Two - Includes up to 1 non-accumulating monthly hours of support.	\$9,600	<b>\$8,200</b>
3. Year Three - Includes up to 1 non-accumulating monthly hours of support.	\$9,800	<b>\$8,400</b>
4. Year Four - Includes up to 1 non-accumulating monthly hours of support.	\$10,000	<b>\$8,600</b>
Hours Hourly Rate for Support for additional hours of support		<b>\$135.00/hr 1<sup>st</sup> yr and 150.00/hr last 3 yrs.</b>
<b>TOTAL</b>	\$	

The screenshot shows a web browser window displaying the SilverFlume Nevada's Business Portal search results. The browser tabs include 'nv.gov - Search', 'Online Services | Nevada Secret...', and 'SilverFlume Nevada's Business P...'. The address bar shows the URL 'https://esos.nv.gov/EntitySearch/OnlineBusinessAndMarkSearchResult'. The page header features the SilverFlume logo and the text 'NEVADA'S BUSINESS PORTAL'. The main content area is titled 'BUSINESS ENTITY AND MARK SEARCH RESULT' and contains a table with the following data:

Name	Status	Filing Date	Type	NV Business ID	Entity Number	Mark Number	Actions
ALBERTSON CONSULTING INC.	Active	06/16/2017	Domestic Corporation (78)	NV20171387080	E0288672017-8		<a href="#">Manage this Business</a>

Below the table, it indicates 'Page 1 of 1, records 1 to 1 of 1'. A 'Return To Search' button is located at the bottom of the search results area. The Windows taskbar at the bottom shows the date and time as 10:59 AM on 5/2/2023, along with weather information (39°F, Mostly cloudy) and various application icons.



State of Nevada  
Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board

## AGENDA ITEM 5

### Public Comment

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*No vote may be taken upon a matter raised during a period devoted to public comment until the matter itself has been specifically included on an agenda as an item upon which action may be taken. (NRS 241.020)*

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**Action:** None – Informational Only



State of Nevada  
Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board

## AGENDA ITEM 6

### Adjournment

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**Action:** Meeting Adjourned

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