

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

NOTICE OF PUBLIC MEETING

Wednesday, October 23, 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/81502028191?pwd=b6C6PIA6MSJ6ZI9vV5rsPpQrJ5DOKF.1

AUDIO ONLY BY TELEPHONE: (669) 900-6833

Meeting ID: 815 0202 8191 Passcode: 394999

If you are outside the United States or need **toll-free telephone access**, please contact the Board office at 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 of July 31, 2024 (for possible action)
- 4. Update and Report Out from Strategies 360 and Board Staff on Legislative and Lobbying Activities and Other Initiatives Impacting the Board in the 2024 Interim and 2025 Legislative Session (for possible action)
- 5. New Board Member Welcome, Elections for Board Chair & Vice Chair, Appointments of Bank Signatories and Financial Reviewer, and Consideration to Authorize Board Chair and/or One or More Board or Subcommittee Members to Appear on Behalf of the Board in Front of the Legislature (for possible action)

- 6. Disciplinary and Administrative Matters (for possible action)
 - a. Consent Decree Recommended for Approval: Case #H24-01, Brooke Bowen, License #HAS-3732 (Active) and HAS-3441 Temporary (Expired) (for possible action)
 - b. Case #UP24-01: Administrative Unlicensed Practice Case and License Reinstatement Application: Amy Noyes, SLP, License #SP-2901, Expired July 2, 2024 (for possible action)
- 7. Review & Approval of Proposed Contract with Christiansen Accounting Network for FY24-FY25 Financial Audit Services Pursuant to NRS 218G.400 (for possible action)
- 8. Executive Director's Report
 - a. Licensure Statistics (for possible action)
 - b. FY25 Q1 Financial Report (for possible action)
 - c. Board Member Appointments/Reappointments (for possible action)
 - d. Complaints (for possible action)
- 9. Report from Legal Counsel (informational only)
- 10. Reports from Board Chair and Members
 - a. Report from Board Chair and Board Members (for possible action)
 - b. 2025 Proposed Meeting Schedule: Next meeting proposed: <u>Wednesday, January 22, 2025 at 4:30pm</u>. Teleconference hosted via Zoom and in-person at the Reno Board Office *(for possible action)*
 - c. Future Agenda Items (for possible action)
 - 1) Update and Report Out from Strategies 360 on Board BDR and Legislative Activities for 2024 Interim and 2025 Legislative Session
 - 2) Consideration to Approve SLP Subcommittee Recommendations for Revisions to NAC 637B
 - 3) Consideration to Approve Final SLP Subcommittee Meeting Minutes and Disband Subcommittee
 - 4) Other Items As Proposed

11. 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)

12. Adjournment (for possible action)

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).

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 no later than 48 hours prior to the meeting. Requests for special accommodations made after this time frame cannot be guaranteed.

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

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.

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



Call to Order, Confirmation of Quorum

Call to Order, Confirmation of Quorum.

Action: Meeting Called to Order



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).

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.

Action: None – Informational Only



Approval of the Minutes: Board Meeting of July 31, 2024

The minutes of the Board Meeting of July 31, 2024 are presented for approval.

Attachment on next page: Minutes Not Yet Approved 2024 7 31



MINUTES OF PUBLIC MEETING

Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board

Board Meeting July 31, 2024

Members Present: Timothy Hunsaker, Lynee Anderson, Shawn Binn, Adrienne Williams

Members Absent: Jennifer Joy-Cornejo, Branden Murphy, Vacant SLP

Staff Present: Jennifer Pierce, Executive Director

Stacey Whittaker, Licensing Coordinator

Henna Rasul, Sr. Deputy Attorney General, Board Counsel

Izack Tenorio, Board Lobbyist

Public Present: Katie Allen, Karen Klopfer, Elyse Monroy, Kim Reddig, Shawna Ross, Shelby Sands,

Belz & Case "Note-Taking-Bot"

Call to Order, Confirmation of Quorum

Vice Chair Hunsaker called the meeting to order at 4:35pm. A roll call confirmed a quorum was present.

Public Comment

Vice Chair Hunsaker 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."

Dr. Hunsaker then called for public comment, and there was none.

Welcome & Introduction of New Board Member

This agenda item was skipped as the Board has not yet received notice of a new appointment to fill Andrea Menicucci's SLP seat.

Election of Board Chair & Vice Chair, Appointment of Board Bank Signatories and Financial Reviewer, and Reappointment of Members to the Advisory Committee on Fitting and Dispensing Hearing Aids

The first two parts of this agenda item were skipped as the Board has not yet received notice of a new appointment to fill Andrea Menicucci's SLP seat. The Board considered the proposal for reappointments to the Advisory Committee on Fitting and Dispensing Hearing Aids, as all eligible members requested reappointment with the exception of Nanci Campbell. Vice Chair Hunsaker called for a motion and Shawn Binn made a motion to reappoint Lynee Andreson, Jennifer-Joy Cornejo, and Melissa Maestas to the Advisory Committee on Fitting and Dispensing Hearing Aids. Adrienne Williams seconded the motion. The motion passed unanimously.

Approval of the Minutes: Board Meeting & Public Hearing of April 24, 2024

Vice Chair Hunsaker asked if there were any corrections or revisions to the minutes of the meeting & public hearing of April 24, 2024 and none were noted. Shawn Binn made a motion to approve the minutes of April 24, 2024 as written. Adrienne Williams seconded the motion. The motion passed unanimously.

Update and Report Out from Strategies 360 on Legislative and Lobbying Activities for 2024 Interim and 2025 Legislative Session

Izack Tenorio of Strategies 360 provided the Board with an update on legislative activities, reporting that Assemblywoman Cecelia González has agreed to sponsor the Board's bill with Assemblywoman Tracy Brown May co-sponsoring. Dr. Tenorio also explained how the bill will move through the committees and legislative houses during the session and how it will be helpful for Board members and other stakeholders to appear, testify, and be available for questions, sometimes on short notice, to bolster support for the bill. No action was taken.

Consideration to Approve Revisions to NRS 637B for Inclusion in 2025 Legislative Effort as Recommended by the Advisory Committee on Fitting and Dispensing Hearing Aids and Speech-Language Pathology Subcommittee

Ms. Pierce explained that a number of NRS sections have already been reviewed and approved by the Board for inclusion in the planned 2025 BDR. The Advisory Committee on Fitting and Dispensing Hearing Aids and Speech-Language Pathology Subcommittee have recommended additional revisions for the final draft of the Board's BDR presented for approval, after which the final language will be sent to the Board lobbyist and sponsors for submission to LCB. The sections presented for approval included:

- Revisions Related to Hearing Aid Fitting & Dispensing: NRS NEW "Cerumen Management" defined; NRS NEW "Tinnitus Care" defined; NRS NEW "Over-the-counter hearing aid" defined; NRS 637B.044 "Hearing aid" defined; and NRS 637B.055, and "Practice of fitting and dispensing hearing aids" defined.;
- Revisions Related to Fitting and Dispensing Hearing Aids: NRS 637B.050 "Practice of Audiology" defined."; and
- Revisions Related to Speech-Language Pathology: NRS 637B.NEW "Speech-Language Pathology
 Assistant" defined., "Supervising Speech-Language Pathologist" defined., "Provisional Licensee"
 defined., "Student" defined., "Supervision" defined., "Telesupervision" defined., NRS 637B Speechlanguage pathology assistants: Educational requirements., Speech-language pathology assistants:
 Regulations., Requirements for speech-language pathology assistant, provisional licensee, or student
 to assist in practice of speech-language pathology., "Practice of speech-language pathology" defined.,
 and NRS 637B.080 "Applicability of Chapter."

On this last item, Ms. Pierce explained that the SLP Subcommittee felt strongly that a Bachelor's degree should be the minimum educational requirement for SLPA licensing, however also

recommended removing the exclusion of NDE SLP personnel in *NRS 637B.080 Applicability of Chapter*. This was in response to NDE's recent regulation changes that will sunset licensing of bachelor's level personnel in October 2026. NDE is drafting new SLPA regulations and plans to require applicants to first obtain this Board's SLPA license. However, we have recently confirmed that this will apply to new applicants only; current staff who are "grandfathered" will not be required by NDE to obtain their SLPA license. Additionally, NAC 391.223 regarding Audiologists does not require these NDE personnel to hold a Board license. Therefore, removal of the section in NRS 637B.080 would subject both sets of NDE personnel to engaging in unlicensed practice. Should the Board proceed with removal of NRS 637B.080(1) as proposed. this will result in current NDE SLP and Audiology personnel needing to obtain licensure from this Board to avoid unlicensed practice. Vice Chair Hunsaker called for a motion. Adrienne Williams made a motion to approve the proposed sections as drafted and Shawn Binn seconded the motion. The motion passed unanimously.

Consideration to Approve Recommendations from Advisory Committee on Fitting and Dispensing Hearing Aids Revision to "Board Policy 03 – Dispensing Examinations" to Expand Waiver of Exams for Prior Licensee and Issue Guidance on Audiometry Outside a Sound-Treated Room

Board Policy 03

In considering options to allow reciprocity/waiver of the dispensing exams for a HAS applicant licensed in good standing in another state, the Committee recommended at its July 17, 2024 meeting that the Board consider a revision to *Board Policy 03 – Dispensing Examinations* (section 3.c.) to expand waiver of the exams for those who have been previously licensed in Nevada but are outside the 3 year time limit to reinstate their license. Ms. Pierce also explained that due to recent changes to both the IHS Written and Practical Dispensing Examinations, sections 2.g. and 3.a.2. of this policy referencing passing scores should be revised. Vice Chair Hunsaker made a motion to revise *Board Policy 03 – Dispensing Examinations* to accept and approve the Committee's recommendations to expand exam waivers in section 3.c. and replace references to passing scores in sections 2.g. and 3.a.2. that simply refer to a passing score determined by IHS. Lynee Anderson seconded the motion. The motion passed unanimously.

Guidance Regarding Audiometry Outside a Separate Sound-Treated Room

The Board office received a request for guidance on the practice of audiometry outside a separate sound-treated room and whether it is allowable under NAC 637B.0446(1)(b). The Advisory Committee recommended that the Board issue formal guidance on the interpretation of NAC 637B to state that audiometry outside a separate sound-treated room is allowable under NAC 637B but only when using recorded voice, and with the recommendation that the practitioner clearly document that a separate sound-treated room was not used and why. Vice Chair Hunsaker called for a motion and Shawn Binn made a motion to issue guidance on the matter as recommended by the Advisory Committee. Adrienne Williams seconded the motion. The motion passed unanimously.

Disciplinary and Administrative Matters

Case # S24-01: Disciplinary Complaint Case Recommended for Dismissal

Ms. Pierce summarized that the Complaint alleged unprofessional conduct, practice outside the scope of a Speech-Language Pathologist, and conduct that is harmful to public health and safety. After investigation and review of all documentation received on this complaint, it was determined that there was insufficient evidence to file a formal complaint for hearing before the Board and the facts set forth in the accusations were insufficient to establish a violation of Chapter 637B of the Nevada Revised Statutes or the Nevada Administrative Code. As such, this case was recommended for dismissal. Vice Chair Hunsaker called for a motion. Adrienne Williams made a motion to dismiss Case S24-01, seconded by Shawn Binn. The motion passed unanimously.

Case #UP24-01: Administrative Unlicensed Practice Case and License Reinstatement Application: Shelby Sands, SLP Provisional License #SP-3633 Provisional, Expired June 13, 2024

Ms. Pierce explained that on July 24, 2024 the Board office received a Reinstatement Application from Ms. Sands for license #SP-3633 Provisional, issued 6/14/2023 and expired 6/13/2024. Ms. Sands' application affirmed that she has continued to engage in SLP practice in her employment at Summit Voice and Swallowing since her license expired, approximately 1 month 11 days.

Ms. Sands was sent license reminders directly from Board staff to an email address in her profile, since changed, on 5/1/2024, 5/30/2024, and 7/1/2024. A system-generated email reminder was also sent from the licensing database on 4/14/2024. A Cease & Desist letter and notice of this hearing was sent to Ms. Sands via email and U.S. Postal Mail and she executed a Waiver of Notice for this meeting on 7/25/2024 per the notice requirement in the Nevada Open Meeting Law. Ms. Sands was present in the meeting and apologized for the oversight and answered questions from the Board. Vice Chair Hunsaker called for a motion and Shawn Binn made a motion to reinstate the license without conditions and assess an administrative fine of \$50.00. Adrienne Williams seconded the motion, and the motion passed unanimously.

Executive Director's Report

Ms. Pierce directed the Board to the written Executive Director's Report which included FY24 Q4/End of Year Licensure Statistics and Financial Reports including noted deviations in the budget. Upcoming Board Member appointments/reappointments were discussed as Andrea Menicucci's term ended on 7/1/2024 and Lynee Anderson is also awaiting reappointment, though no updates have been received from the Governor's office. Ms. Pierce also reported that the Board's most recent NAC revision LCB File R108-23 was approved by the Legislative Commission on June 18, 2024, and filed/took effect June 20, 2024. Additionally, NAC revisions previously approved and in effect from 2020 and 2022 have also now been codified into NAC Chapter 637B. Ms. Pierce further reported that there were two open complaint cases following the last report-out in April 2024. One case was approved for dismissal earlier in this meeting, leaving one open case. The Board received one report of unlicensed practice since April 2024 and that case was also addressed earlier in this meeting. There were no questions, and no action was taken.

FY24 LCB Audit Election Form and Review & Approval as Needed of FY25 Budget

Ms. Pierce explained that the Board is eligible to elect a biennial audit to cover FY24 and FY25, which would not be due until December 2025. The CPA firm that completed the FY23 audit is no longer taking on audit work, and as purchasing rules allow the Board to hire a CPA firm for this purpose without an RFP/competitive process, a biennial audit estimate of \$12,750 was obtained from Connie Christiansen, CPA, CFE of Christiansen Accounting Network. Should the Board approve this option, a draft contract will be brought to a future meeting for review and approval. Ms. Pierce directed the Board to the current approved FY25 budget to understand the cost savings associated with this election. Vice Chair Hunsaker called for a motion. Adrienne Williams made a motion to approve election of a biennial audit for FY24 and FY25 as proposed. Shawn Binn seconded the motion, and 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. There were no reports from the Board Chair or members.

- b. 2024 Proposed Meeting Schedule: The next meeting was scheduled for Wednesday, October 23, 2024 at 4:30pm. The Board discussed the possibility of meeting in-person in Reno or Las Vegas for a future meeting, and it was suggested that this could also coincide with the legislative session.
- c. Future Agenda Items: The following matters were identified for the October 2024 meeting and future agendas:
 - 1) New Board Member Appointments
 - 2) Election of Board Chair/Vice Chair (as needed)
 - 3) Update and Report Out from Strategies 360 on Board BDR and Legislative Activities for 2024 Interim and 2025 Legislative Session
 - 4) Other Items as Proposed

Public Comment

There was no public comment.

Adjournment

Timothy Hunsaker adjourned the meeting at 5:51 pm.



Update and Report Out from Strategies 360 and Board Staff on Legislative and Lobbying Activities and Other Initiatives Impacting the Board in the 2024 Interim and 2025 Legislative Session

Izack Tenorio of Strategies, 360 and Jennifer Pierce, Executive Director will provide the Board with an update on plans and activities, as well as external initiatives that may impact the Board during the 2024 Interim and 2025 legislative session.



New Board Member Welcome, Elections for Board Chair & Vice Chair, Appointments of Bank Signatories and Financial Reviewer, and Consideration to Authorize Board Chair and/or One or More Board Members to Appear on Behalf of the Board in Front of the Legislature Per NRS 241.015(1)

a. Welcome New Board Member

The Board is currently awaiting an appointment from the Governor's Office to fill the SLP seat vacated by Andrea Menicucci. As of the date this packet was disseminated, no appointments have been made but we will keep the agenda item in place in case the appointment is received prior to the meeting. If an appointment for the SLP seat is not received, parts of this agenda item may still be considered.

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

b. Election of Board Chair & Vice Chair

Pursuant to NRS 637B.120, the Board is to elect a Chair and Vice Chair who serve at the pleasure of the Board. The Chair and Vice Chair are voting members of the Board. Board members will be invited to volunteer or nominate members for either position during this meeting, and an election vote will be held.

Duties of the Chair

The Chair presides over all public meetings of the Board:

- Decides if a quorum is present before the meeting is opened;
- Leads the Board members into discussion and attempts to have all sides presented;
- Sets ground rules for time allocation, discussion limits, adjournment, and keeps focus on the agenda;
- Has the agenda adopted at the start of the meeting and ensures motions are properly voted upon;
- Conducts hearings and may be called upon to make evidentiary rulings pursuant to legal obligations.

Characteristics of a Good Chair

- Leadership ability
- Knowledge of basic parliamentary procedures
- Ability to handle critical & controversial issues
- Impartial, exercising common sense and good judgment
- Ability to get along with people while remaining firm and orderly
- Maintains control of emotions, convictions, or negative thoughts about others in public

Duties of the Vice Chair

The Vice Chair assumes the duties of the Chair in the absence of the Chair. The Vice Chair will assume the Chair position for the balance of the term/year, if for any reason the Chair is unable to continue in the position, such as long-term illness or resignation from the Board.

c. Banking Signatories

The Board holds operating checking, savings, and Visa credit accounts at Wells Fargo Bank. The current signatories are Andrea Menicucci, Timothy Hunsaker, and ED Jennifer Pierce. It is recommended the Board authorize the execution of updated Board member signatories.

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

d. Financial Reviewer

Adrienne Williams is the current, but should she be elected as Board Chair or Vice Chair, it is recommended that another member of the Board be appointed. Any member may serve in this role, which consists of receiving monthly documentation of Board financial transactions, i.e. bank statements, receipts and disbursements. The reviewer examines the documents for discrepancies and approves/signs off on the accounts payable.

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

e. Consideration to Authorize Board Chair and/or One or More Board or Subcommittee Members to Appear on Behalf of the Board in Front of the Legislature

The Board may consider authorizing its Chair, Vice Chair, or other members of the Board to appear on its behalf in front of the Legislature during the 2024 Interim or 2025 Legislative Session. It is recommended that a Board representative appearing before a legislative committee in connection with a bill should be fully prepared to demonstrate why the bill should be passed.



Disciplinary and Administrative Matters

a. Consent Decree Recommended for Approval: Case #H24-01, Brooke Bowen, License #HAS-3732 (Active) and HAS-3441 Temporary (Expired)

The complaint alleged unprofessional conduct, obtaining licensure and/or or employment in Nevada, Colorado, and Alabama through fraudulent means, providing false statements or omitting relevant information in connection with an application for a license or the renewal of a license, including prior criminal charges or convictions and failure to disclose child support obligations, and referring to oneself as an Audiologist to patients.

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 which is presented to the Board for review and recommended for approval.

The matter must remain confidential until it is heard by the Board and the Consent Decree is approved/accepted, at which time it becomes a public record and will be reported to the State as required.

The attachment listed below will be sent to Board members under separate cover and should not be opened until this item is addressed during the Board meeting.

Attachment: Consent Decree: Case H24-01 - WILL BE SENT VIA EMAIL DURING MEETING



State of Nevada

Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board

b. Case #UP24-02: Administrative Unlicensed Practice Case and License Reinstatement Application: Amy Noyes, SLP, License #SP-2901, Expired July 2, 2024

On August 15, 2024 the Board office received a Reinstatement Application from Ms. Noyes license #SP-2901, issued 12/28/2020 and expired 7/2/2024. Ms. Noyes' application affirmed that she had continued to engage in SLP practice in her employment at Kid's Therapy Place since her license expired, approximately 1 month 12 days, though given the 30 day late grace period, Ms. Noyes was eligible to renew with a late fee up to 8/1/2024.

Ms. Noyes was sent license reminders directly from Board staff to the current email address in her profile on 5/30/2024, 7/1/2024, and 8/1/2024. A system-generated email reminder was also sent from the licensing database on 5/3/2024.

A Cease & Desist letter and notice of this hearing was sent to Ms. Noyes via email and U.S. Postal Mail and on 8/21/2024 per the notice requirement in the Nevada Open Meeting Law.

Action:

- 1. Take one of the following actions regarding the reinstatement application: 1) Approve; 2) Deny.
- 2. The Board may also consider a civil penalty (fine) not to exceed \$5,000 per NRS 637B.280. Our 2020 adopted revision to NAC 637B allows for the following:
 - If unauthorized practice occurred over a period of 30 days or less, not less than \$50 or more than \$200;
 - If the unauthorized practice occurred over a period of 30 days or more, not less than \$200 or more than \$5,000.

For reference, the Board heard 9 similar cases between 2020-2024 and imposed the following:

DURATION	ACTION	ADMINISTRATIVE FINE
< 30 DAYS	Reinstated without conditions	\$50
30 DAYS	Reinstated without conditions	\$200
2 MONTHS	Reinstated without conditions	\$200
4 MONTHS	Reinstated without conditions	\$200
6 MONTHS	Reinstated without conditions	\$300
14 MONTHS	Reinstated without conditions	\$700
2 YEARS	Reinstated with conditions: notify former employer of	\$300
	unlicensed status while practicing/billing.	\$500

Attachment: License Reinstatement Packet: Amy Noyes

Stacey Whittaker

From: Amy Noyes <amynoyesslp@gmail.com>
Sent: Thursday, August 15, 2024 6:42 PM

To: Stacey Whittaker **Subject:** License Reinstatement

Attachments: CE_Transcript_2024.pdf; ReinstatementApplication_AmyNoyes.pdf

Follow Up Flag: Follow up Flag Status: Follow up

Hello Ms. Whittaker,

Attached is my reinstatement application and CE transcript. Please excuse my late renewal as I had mismarked my calendar and confused the NV license expiration with the ASHA deadlines due at the end of the year. I have paid the \$200 reinstatement fee, confirmation #43142. Please do not hesitate to reach out if any components of my application need clarification or revision.

Thank you for your time and consideration, Amy Noyes, CCC-SLP

Phone: 612-810-1109



State of Nevada

Speech-Language Pathology, Audiology & Hearing Aid Dispensing Board

6170 Mae Anne Avenue, Suite 1, Reno, NV 89523 (775) 787-3421 / Fax (775) 746-4105 www.nvspeechhearing.org Email board@nvspeechhearing.org

License Reinstatement Application License Number: Date Expired: Speech-Language Pathologist Audiologist Dispensing Audiologist Hearing Aid Specialist Hearing Aid Specialist Apprentice **Applicant Information** Legal Name: ___ Former name (if applicable): (Please attach legal proof of name change) SSN or TIN: Email Address: _____ Mailing Address: Primary Phone: () Secondary Phone: () Explanation of Reinstatement Request Have you practiced in Nevada or treated a person residing in Nevada since your license expired? Yes No If yes, please attach a written explanation of the reasons and/or circumstances your license was not renewed on time. Please note that your application may require further review by the Board. **Employment Information Update** (last 3 years) Employer: Start Date: _____ End Date: ____ Full Time Part Time Other Title: Employee Self-Employed Contractor Other Start Date: _____ End Date: ____ Full Time Part Time Other Title: _____ Employee Self-Employed Contractor Other Employer: Start Date: _____ End Date: ____ Full Time Part Time Other

Title: _____ Employee Self-Employed Contractor Other

	tification Status (Option trequired for Reinstatemen	•	certified, please attach	сору.		
	ASHA 🗌 ABA 📗 NBO	-HIS N	Number: <u>14360481</u>	Ex	piration: <u>12/3</u>	1/2026
Lice	ensing History Update			Please list ALL currer	nt/expired licer	nses held.
	License Type Speech-Langage Pathologist SLP - Provisional	State NV NV	SP-2901 SP-2583	Date Issued 12/28/2020 07/03/2019	Date Exp 7/2/20 12/28/2	024
Nev	ada Business License I		- 4	res a response to the mo		
	the provisions of NRS Name on business lic Business License #:_	Chapter 76 ense:			in compilant	e with
	I do NOT have a Neva	ada business	license number.			
Chil	ld Support Information		Requi	res a response to the mo	ost appropriate	e answer.
	I am not subject to a court of order or am in compliant enforcing the order for I am subject to a court of with the order or a plant for the repayment of the	order for the nce with a pl the repayme order for the a approved b	e support of one or man approved by the cent of the amount owe support of one or may the district attorne	ore children and am i listrict attorney or oth yed pursuant to the or ore children and am I y or other public ager	ner public age rder. NOT in compl	ency
Leg	al Information		Requi	res a response to the m	ost appropriat	e answer.
	e the date of your last ap al actions taken against yo	•			actions or	Yes No
Are	there any pending legal a	ctions, com	plaints, investigation	s, or hearings in proce	ess?	Yes No
	e the date of your last ap ification or registration d	•		•	se,	Yes No
	e the date of your last apgned a position or been f	•			lities,	Yes No
nolo	te the date of your last ap to contendere to, a violation of a foreign country? (Ex	on of ANY fe	deral or state statute	, city or county ordina	ance, or any	Yes No

If you answered "yes" to any question above, please attach a written explanation of the incident with supporting documentation. Please note that your application may require further review by the Board.

Continuing Education Information

List dates of completion, course(s), and CE hours completed in the previous 12 months. If dual licensed, check applicable license for CE credit. Requires a minimum of 10 hours for all license types:

- At least 1 of the 10 hours must relate to ethics, cultural competence, cultural humility, culturally responsive practices or diversity, equity, and inclusion.
- If a dispensing audiologist, at least 3 of the 10 annual hours must relate directly to the practice of fitting and dispensing hearing aids.

Date	Course	CE Hours
Acknowledge	ment and Declaration of Applicant	
Natice of Man	determ. Demanting, Speech Language Dathologist & Audiologist Only	
Notice of Man	datory Reporting: Speech-Language Pathologist & Audiologist Only	
	acknowledge I have been informed of my duty as a mandatory reporter of abuneglect of a child pursuant to NRS 432B. (HAS & HAS-A please enter N/A)	se or
I declare unde	r penalty of perjury, all the information supplied herein is to the best of my kno	wledge
	and complete and I have not withheld, misrepresented, or falsely stated any inf	_
relevant to my	training or experience or my fitness to practice audiology or speech pathology.	
Amy.	Noyes	
Applicant Signa	nture Date	
	BOARD USE ONLY	
Date Received: _	Date Issued:	
Fees Paid By:	Credit Card Check/MO# Amount Paid: \$	
☐ Certification	Verification License Verification Continuing Education	

10788 Ethical Documentation and Billing for SLPs

Presenter: Lorelei O'Hara, MA, CCC-SLP

Course Description: Ethical considerations for the documenting and billing of speech-language pathology services in medical settings (acute care, skilled nursing, and outpatient) are discussed in this course. Billing situations that pose ethical risks and documentation practices that avoid potential pitfalls as well as demonstrate ethical standards are described.

CEUs/Hours Offered: ASHA/0.1 Introductory, Related; IACET/0.1;

Kansas LTS-S1370/1.0; SAC/1.0

Course Type: Video

Completion Date: 08/15/24

Score: 80%

10284 **20Q: The Importance of Explicit Literacy**Instruction in Early Elementary Grades

Presenter: Angela Anthony, PhD, CCC-SLP

Course Description: Key processes in literacy development and tools for differentiating between typical and disordered written language are described in this course. In addition, brief descriptions of suggested intervention strategies and references to related resources are provided for further exploration.

CEUs/Hours Offered: AG Bell - LSLS/1.0 Domain 9; ASHA/0.1 Intermediate, Professional; IACET/0.1; Kansas LTS-S1370/1.0; SAC/1.0

Course Type: Text

Completion Date: 08/15/24

Score: 90%

9944 **20Q: Pediatric Augmentative and Alternative**Communication Service Delivery: Key Considerations

Presenters: Jennifer Kent-Walsh, PhD, CCC-SLP, F-ASHA; Cathy

Binger, PhD, CCC-SLP

Course Description: This course provides an overview of contemporary considerations in pediatric augmentative and alternative communication (AAC) service delivery for speech-language pathologists and related professionals. Scope of practice and client profile information are covered, along with key topics in AAC assessment and intervention.

CEUs/Hours Offered: ASHA/0.1 Intermediate, Professional; IACET/0.1; Kansas LTS-S1370/1.0; RESNA/0.1 Intermediate; SAC/1.0

Course Type: Text

Completion Date: 08/15/24

Score: 90%

9061 **20Q: Evaluation and Management of Pediatric Dysphagia**

Presenter: Claire Kane Miller, PhD, CCC-SLP, BCS-S

Course Description: This course provides an overview of pediatric dysphagia, with a specific focus on the role of the speech-language pathologist in the assessment and treatment of infants and children with dysphagia. Clinical protocols for clinical and instrumental assessments are reviewed and options for treatment interventions are summarized.

CEUs/Hours Offered: ASHA/0.1 Intermediate, Professional;

IACET/0.1; Kansas LTS-S1370/1.0; SAC/1.0

Course Type: Text

Completion Date: 08/15/24

Score: 90%

10694 **20Q: Communication Strategies for Inpatients Who Can't Talk**

Presenters: Elizabeth K. Hanson, PhD, CCC-SLP; Joanne Lasker, PhD, CCC-SLP; Laura Ball, PhD, CCC-SLP

Course Description: Communication strategies to support inpatients in the medical setting who are unable to speak are described in this course. Using principles of augmentative and alternative communication (AAC), steps for evaluating patient capabilities, selecting and implementing strategies, equipment and materials, creating communication tools, and supporting partners and team members are discussed.

 $\textbf{CEUs}/\textbf{Hours Offered:} \ ASHA/0.15 \ Intermediate, \ Professional;$

IACET/0.2; Kansas LTS-S1370/1.5; SAC/1.5

Course Type: Text

Completion Date: 08/15/24

Score: 90%



9318 **20Q: Bilingual Service Delivery: Where Do I** Start?

Presenter: Kelly Jackson, MS, CCC-SLP

Course Description: This course will provide an overview of bilingual service delivery with pediatric clients, including bilingual speech and language development, evaluation and treatment, and the use of interpreters. Speech-language pathologists will learn practical information regarding bilingual service delivery to better serve their diverse caseloads in schools and other clinical practice settings.

CEUs/Hours Offered: ASHA/0.1 Intermediate, Professional; IACET/0.1; Kansas LTS-S1370/1.0; SAC/1.0

Course Type: Text

Completion Date: 08/15/24

Score: 90%

9365 **20Q: Modern Hearing Aids: A Primer for Speech-Language Pathologists**

Presenter: H. Gustav Mueller, PhD

Course Description: This course provides a general overview of modern hearing aids, including a description of new and innovative technology and its benefits to patients. Strategies used to evaluate the candidate and to obtain an optimum fitting of the aids will be discussed.

CEUs/Hours Offered: ASHA/0.15 Intermediate, Professional; IACET/0.2; Kansas LTS-S1370/1.5; RESNA/0.15 Intermediate; SAC/1.5

Course Type: Text

Completion Date: 08/15/24

Score: 100%

9125 **20Q: Important Aspects of Diversity and**Culture in Speech-Language Pathology Services

Presenter: Marlene B. Salas-Provance, PhD, MHA

Course Description: This course will review key information needed to provide services to diverse populations. Information will include the importance of self-reflective practices to address our cultural knowledge and understanding, best practices for use of interpreters, use of appropriate methods in assessment and treatments, and important professional issues related to working effectively with this population.

CEUs/Hours Offered: ASHA/0.1 Introductory, Professional; IACET/0.1; Kansas LTS-S1370/1.0; SAC/1.0

Course Type: Text

Completion Date: 08/14/24

Score: 80%

10880 **20Q: Counseling Skills for Speech-Language Pathologists**

Presenter: Paul Fogle, PhD, CCC-SLP, Professor Emeritus

Course Description: Most SLPs have had little or no education or training in counseling skills and rely mostly on their intuition and suggestions from colleagues. The importance of learning counseling skills, counseling approaches and techniques (including "microskills" used in client interactions), and how to use them with various patient/family member populations and work settings are discussed in this course.

CEUs/Hours Offered: ASHA/0.15 Introductory, Professional; IACET/0.2; Kansas LTS-S1370/1.5; SAC/1.5

Course Type: Text

Completion Date: 08/14/24

Score: 100%

10936 **20Q: Neuroscience Applications for Differential Diagnosis and Intervention in School-Aged Children**

Presenter: Martha S. Burns, PhD, CCC-SLP, ASHA Fellow

Course Description: An overview of newer research on human brain development with applications to the differential diagnosis of neurodevelopmental differences that affect acquisition of speech, language, and communication is provided in this course. Prevalence and comorbidities of developmental language disorders with other neurodevelopmental disorder diagnoses are described along with general guidelines for assessment and intervention.

CEUs/Hours Offered: ASHA/0.1 Intermediate, Professional; IACET/0.1; Kansas LTS-S1370/1.0; SAC/1.0

Course Type: Text

Completion Date: 08/14/24

Score: 100%



SpeechPathology.com is an approved provider for the AG Bell Academy for Listening and Spoken Language.



Speechpathology.com

This transcript verifies successful completion of the courses indicated above. ASHA CEUs are awarded only by the ASHA CE Registry to participants who meet eligibility criteria and whose courses are reported to the Registry by the ASHA Approved CE Provider. If you indicated you wanted to earn ASHA CEUs, SpeechPathology.com will report your courses to the ASHA CE Registry.

Continued, LLC, DBA SpeechPathology.com, is accredited by the International Association for Continuing Education and Training (IACET). Continued complies with the ANSI/IACET Standard, which is recognized internationally as a standard of excellence in instructional practices. As a result of this accreditation, Continued is authorized to issue the IACET CEU.





The continued family of websites, including SpeechPathology.com, is a Certified Training Partner of IBCCES. Refer to each activity for specific information about the CE hours offered for the Autism certifications issued by IBCCES.

The Illinois Early Intervention Training Program has approved some individual SpeechPathology.com courses for EI credential credit. See SpeechPathology.com course details pages or http://www.illinoiseitraining.org/page.aspx?module=15 for information about hours and credit areas.

SpeechPathology.com is an approved provider of continuing education for Speech Pathologists by the Kansas Department for Aging and Disability Services, Long-Term Sponsorship number LTS-S1370. Refer to each course for specific information about continuing education clock hours offered.

SpeechPathology.com is approved by the California Speech-Language Pathology and Audiology Board as a Continuing Professional Development Provider, approval number PDP 268.

The continued family of websites, including SpeechPathology.com, is an approved CE provider Rehabilitation Engineering and Assistive Technology Society of North America (RESNA). The assignment of RESNA CEUs does not imply endorsement of specific course content, products, or clinical procedures by RESNA.





Clinically certified members of Speech-Language and Audiology Canada (SAC) can accumulate continuing education equivalents (CEEs) for their participation with SpeechPathology.com. One hour of coursework equals 1 CEE. All SAC members are encouraged to participate in on-going education.



Review & Approval of Proposed Contract with Christiansen Accounting Network for FY24-FY25 Financial Audit Services Pursuant to NRS 218G.400

Per the Board's approval at the July 31, 2024 meeting to elect a biennial audit for FY24-FY25 to satisfy the audit requirement in NRS 218G.400, an engagement letter and proposed contract with the Certified Public Accounting firm Christiansen Accounting Network are attached for the Board's review and approval.

Attachments:

- 1. Draft Contract: Christiansen Accounting Network
- 2. Engagement Letter: Christiansen Accounting Network

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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:	Christiansen Accounting Network
Address:	P.O. Box 33875
City, State, Zip Code:	Reno, NV 89533
Contact:	Connie Christiansen, CPA, CFE
Phone:	(775) 413-4084
Fax:	
Email:	connie@can-cpa.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:

1. **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:	1	/1/2025	То:	12/31/2025

2. **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:

Contractor will conduct a biennial audit of the Speech-Language Pathology Audiology and Hearing Aid Dispensing Board financial statements for Fiscal Years 2024 and 2025 pursuant to the requirements of NRS 218G.400. The objective of the audit is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion.

Contractor proposes a flat fee based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses.

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:

\$12,750.00		per	Biennial Audit
Total Contract or installments payable at:	Upon invoic	e as wo	k is completed.
Total Contract Not to Exceed: \$12,750.	00		

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. <u>Termination Without Cause</u>. 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.

	<u> </u>
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- B. <u>State Termination for Non-Appropriation</u>. 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 Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. <u>Termination with Cause for Breach</u>. 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. <u>Time to Correct</u>. 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.

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- 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 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. <u>Commercial General Liability Occurrence Form</u>. 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	\$2,000,000
3)	Personal and Advertising Injury	\$1,000,000
4)	Each Occurrence	\$1,000,000

C. <u>Professional Liability/Errors and Omissions Liability</u> 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.

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- 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.
- 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.

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20. **ENTIRE CONTRACT AND MODIFICATION**. This Contract and its Scope of Work constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners, as required. This form of Contract, including any amendments to the Contract, is not authorized for use if the "not to exceed" value **Section 4, Consideration** equals or exceeds \$50,000. This Contract, and any amendments, may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

Independent Contractor's Signature	Date	Independent Contractor's Title
State of Nevada Authorized Signature	Date	Title
		APPROVED BY BOARD OF EXAMINERS
Signature – Clerk of the Board of Examiners		
	On:	Date
		Date
Approved as to form by:		
	On:	
Deputy Attorney General for Attorney General		Date

September 25, 2024

Nevada Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board 6170 MaeAnne Avenue #1 Reno, NV 89523

The following represents my understanding of the services I will provide to Nevada Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board (Board).

You have requested that I audit the governmental activities and major fund of Nevada Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board, as of June 30, 2025 and 2024, and for the years then ended and the related notes, which collectively comprise Nevada Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board's basic financial statements. I am pleased to confirm my acceptance and my understanding of this audit engagement by means of this letter.

The objectives of my audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards*, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that the management's discussion and analysis and budgetary comparison information, and pension information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. It is understood that the Board does not participate in PERS, OPEB or other pension/post-employment benefit plan. Accordingly, such information will not be included in the report. As part of my engagement, I will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to my inquiries. I will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Statements of Revenue and Expenditures Budget to Actual

Auditor Responsibilities

I will conduct my audit in accordance with GAAS and *Government Auditing Standards*. As part of an audit in accordance with GAAS and *Government Auditing Standards*, I exercise professional judgment and maintain professional skepticism throughout the audit. I also:

- Identify and assess the risks of material misstatement of the financial statements, whether due
 to fraud or error, design and perform audit procedures responsive to those risks, and obtain
 audit evidence that is sufficient and appropriate to provide a basis for my opinion. The risk of
 not detecting a material misstatement resulting from fraud is higher than for one resulting from
 error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the
 override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit
 procedures that are appropriate in the circumstances, but not for the purpose of expressing an
 opinion on the effectiveness of the entity's internal control. However, I will communicate to you
 in writing concerning any significant deficiencies or material weaknesses in internal control
 relevant to the audit of the financial statements that I have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

My responsibility as auditor is limited to the periods covered by my audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, I will perform tests of the Board's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance, and I will not express such an opinion.

Management Responsibilities

My audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America.

- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide me with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that I may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom I determine it necessary to obtain audit evidence.
 - iv. A written acknowledgement of all the documents that management expects to issue, if any, that will be included in an annual report and the planned timing and method of issuance of that annual report.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by me;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the current year periods under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting, and applying accounting principles, and safeguarding assets;
- For informing me of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the required supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the required supplementary information in accordance with the applicable criteria; (b) to provide me with the appropriate written representations regarding required supplementary information; (c) to include my report on the required supplementary information in any document that contains the required supplementary information and that indicates that I have reported on such required supplementary information; and (d) to present the required

supplementary information with the audited basic financial statements, or if the required supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the required supplementary information no later than the date of issuance by you of the required supplementary information and my report thereon.

As part of my audit process, I will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to me in connection with the audit.

Nonattest Services

With respect to any nonattest services I perform, such as:

- Maintenance of depreciation schedules based on information provided by management
- Drafting of financial statements and related notes
- Assistance with journal entries to convert from the governmental financial statements to the government-wide financial statements based on information provided by you and approved by you

I will not assume management responsibilities on behalf of the Board. However, I will provide advice and recommendations to assist management of the Board in performing its responsibilities.

The Board's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

My responsibilities and limitations of the nonattest services are as follows:

I will perform the services in accordance with applicable professional standards.

The nonattest services are limited to the services previously outlined. My firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. My firm will advise the Board with regard to accounting matters, but the Boardmust make all decisions with regard to those matters.

I will issue a written report upon completion of my audits of the Board's basic financial statements. My report will be addressed to the governing body of the Nevada Speech-Language Pathology, Audiology and Hearing Aid Dispensing Board. Circumstances may arise in which my report may differ from its expected form and content based on the results of my audits. Depending on the nature of these circumstances, it may be necessary for me to modify my opinions, add an emphasis-of-matter or othermatter paragraph(s) to my auditor's report, or if necessary, withdraw from the engagement. If my opinions on the basic financial statements are other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or are unable to form or have not formed opinions, I may decline to express opinions or to issue a report as a result of this engagement.

I also will issue a written report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* upon completion of my audit.

Other

I understand that your employees will prepare all confirmations I request and will locate any documents or support for any other transactions I select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to my firm, you agree to provide me with printers' proofs or masters for my review and approval before printing. You also agree to provide me with a copy of the final reproduced material for my approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, I am not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit me from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and I cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, I may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications. Any documents with personally identifiable information should only be transferred via encryption and use of the secure portal assigned to you.

The timing of my audit will be schedule for performance to begin at a mutually agreed-upon time after June 30, 2025 for planning and fieldwork and completion by November 30, 2025.

Connie Christiansen is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Christiansen Accounting Network's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

My fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered every two weeks and are payable upon presentation. I estimate that my fee for the audit of the biennial period will not exceed \$12,750. I will notify you immediately of any circumstances I encounter that could significantly affect this initial fee estimate. Whenever possible, I will attempt to use the Board's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce my time requirements and facilitate the timely conclusion of the audit. Further, I will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, I may observe opportunities for economy in, or improved controls over, your operations. I will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform me of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

I agree to retain my audit documentation or work papers for a period of at least five years from the date of my report.

At the conclusion of my audit engagement, I will communicate to the governing body the following significant findings from the audit:

- My view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those I believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in my professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of my audit procedures;
- Representations I requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Christiansen Accounting Network and constitutes confidential information. However, I may be requested to make certain audit documentation available to the State of Nevada or U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Christiansen Accounting Network's personnel.

Limitation of Damages and No Punitive Damages

The exclusive remedy available to you in any adjudication proceeding shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by me of my duties under this agreement and/or under applicable professional standards, such damages will be limited to no more than the fees paid under this agreement. In no event shall I be liable to you for any punitive or exemplary damages, or for attorneys' fees.

Time Limitation

The nature of my services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute. I both agree that, notwithstanding any statute of limitations that might otherwise apply to a Dispute, it is reasonable that you may not bring any legal proceeding against me unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when I deliver my report or other deliverable under this agreement to you, regardless of whether I do other services for you or that may relate to the audit.

The Limitations Period applies and begins to run even if you have not suffered any damage or loss or have not become aware of the existence or possible existence of a Dispute.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for my audit of the basic financial statements including my respective responsibilities.

I appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Board Representative



Executive Director's Report

Please see the Written Executive Director's Report.

Attachments on next page:

1. ED Report 10 23 2024

Note: FY25 Q1 Financial Reports were not available at the time of packet dissemination but may be reported verbally and sent separately before or after the meeting.



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EXECUTIVE DIRECTOR'S REPORT

October 23, 2024

a. Licensure Statistics

The following chart provides licensing statistics for the period April 1, 2024 through June 30, 2024 with a <u>net increase of 29 licenses</u>), a 1.74% increase from the prior quarter. This increase is almost four times higher than FY24 Q1, but comparable to FY23 and prior years which have averaged around 2%.

Description	Total Licensees	Speech Pathologists	Audiologists	Dispensing Audiologists	Hearing Aid Specialists	Apprentices
June 30, 2024	1,664	1,381	70	106	91	16
Issued	108	88	7	4	7	2
Expired	79	64	3	2	6	4
Sep 30, 2024	1,693	1,405	74	108	92	14
Net Change	+29	+24	+4	+2	+1	-2
	+2%	+2	+6%	+2%	+1%	-13%

b. FY25 Q1 Financial Report

The FY25 Q1 Financial Summary was not complete at the time the packet was disseminated and will be presented verbally if received by the date of the meeting.

Profit and Loss Through Q1

Total Revenue: TBD Percent of Budget: TBD

• Deferred Revenue: TBD

• Total Expenses: TBD Percent of Budget: TBD

Net Income: TBD

FY25 Q1 Balance Sheet

Total Cash Assets: TBDTotal Liabilities: TBDTotal Equity: TBD

FY25 Q1 Deviations from Budget

TBD

c. Board Member Appointments/Reappointments

Name	Credential/Role	Location	Term	Term Expires	Eligible for Reappointment
Andrea Menicucci	SLP/Board Chair	Reno	2	7/1/2024	No
Timothy Hunsaker	AuD-D/Board Vice Chair	Las Vegas	2	7/1/2025	No
Lynee Anderson	BC-HIS	Reno	1	7/1/2024	Yes
Shawn Binn	SLP	Reno	1	9/30/2026	Yes
Jennifer Joy-Cornejo	AuD-D	Las Vegas	1	9/30/2026	Yes
Branden Murphy	Public Member	Las Vegas	1	11/30/2026	Yes
Adrienne Williams	SLP	Las Vegas	1	7/1/2025	Yes

Andrea Menicucci's second term expired on 7/1/2024 but she has continued to serve on the SLP Subcommittee as that membership does not require appointment to the Board. We have reached out to the Governor's Office but have not received a response. Lynee Anderson's first term also expired 7/1/2024 and she has applied for and is awaiting notice of reappointment.

d. Complaints

There was **one** open complaint case open following the July 2024 meeting, with **two** new complaints received. **One open** case is scheduled to be presented in this meeting for the Board's approval of a proposed Consent Decree. If approved, **two open cases** will remain.

The Board received one report of unlicensed practice since the July 2024 meeting and that case is also scheduled before the Board at this meeting to review the unlicensed practice related to a license reinstatement application.



Report from Legal Counsel

Henna Rasul, Board Counsel will provide the Board with a general update on legal activities as needed.

Action: None – Informational Only



Reports from Board Chair and Board Members

- a. Report from Board Chair and Board Members (for possible action)
- b. 2025 Proposed Meeting Schedule (for possible action)
 Next meeting proposed: Wednesday, January 22, 2025 at 4:30pm. Teleconference hosted via Zoom and inperson at the Reno Board Office
- c. Future Agenda Items (for possible action)
 - 1) Update and Report Out from Strategies 360 on Board BDR and Legislative Activities for 2024 Interim and 2025 Legislative Session
 - 2) Consideration to Approve SLP Subcommittee Recommendations for Revisions to NAC 637B
 - 3) Consideration to Approve Final SLP Subcommittee Meeting Minutes and Disband Subcommittee
 - 4) Other Items As Proposed



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)

Action: None – Informational Only



Adjournment

Action: Meeting Adjourned