

**PUBLIC NOTICE OF A SPECIAL MEETING FOR
STATE OF NEVADA BOARD OF PSYCHOLOGICAL EXAMINERS**

DATE OF MEETING: Friday, August 18, 2023 Time: 8:00 a.m.

The meeting of the State of Nevada Board of Psychological Examiners (Board) will be conducted and may be attended through a remote technology system (video- or teleconference). To participate remotely, individuals are invited to enter the meeting from the Zoom website at <https://us06web.zoom.us/j/83288156172>. To access the meeting via audio only, dial 1-669-900-6833 and enter the meeting ID:

. The meeting may also be attended at the physical location of the Board Office at 4600 Kietzke Lane, Suite B-116, Reno, Nevada, 89502. (The Board office recommends that individuals unfamiliar with ZOOM should visit the website in advance to familiarize themselves with the format by viewing the online tutorials and reading the FAQs. To learn more about Zoom, go to <https://zoom.us/>.)

The Board will accept public comment via email. Those wishing to make public comment should email their public comments to the Board office at nbop@govmail.state.nv.us. Written public comments must be received prior to the start of the meeting and will be forwarded to the Board for their consideration. Public comments will be included in the public record (meeting minutes) but will not necessarily be read aloud during the meeting. In compliance with Nevada Revised Statutes (NRS) Chapter 241 (Open Meeting Law), the Board is precluded from taking action on items raised by public comment which are not already on the agenda.

The Board may take items out of order, combine items for consideration, and items may be pulled or removed from the agenda at any time. Public comment will be taken at the beginning and end of the meeting. The public may provide comment on any matter whether or not that matter is a specific topic on the agenda. However, prior to the commencement and conclusion of a contested case or quasi-judicial proceeding that may affect the due process rights of an individual, the Board may refuse to consider public comment on that item. (NRS 233B.126) Public comment that is willfully disruptive is prohibited, and individuals who willfully disrupt the meeting may be removed from the meeting. (NRS 241.030(5)(b)). The Board may convene in closed session to consider the character, alleged misconduct, professional competence or physical or mental health of a person (NRS 241.030). Once all items on the agenda are completed, the meeting will adjourn.

AGENDA

1. Call To Order/Roll Call to Determine the Presence of a Quorum.

2. Public Comment. Note: Public comment is welcomed by the Board and may be limited to three minutes per person at the discretion of the Board President. Public comment will be allowed at the beginning and end of the meeting, as noted on the agenda. The Board President may allow additional time to be given a speaker as time allows and in their sole discretion. Comments will not be restricted based on viewpoint. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken (NRS 241.020).

3. Financials

A. (For Possible Action) Discussion and Possible Action to Renew the Board's Independent Contractor Agreement with its bookkeeper, Michelle Fox.

4. (For Possible Action) Discussion and Possible Action to Approve Board President Whitney Owens' attendance at the ASPPB's annual conference in Cleveland, Ohio September 27-October 1, 2023, and to decide from the Board's Members, Staff, and Investigators who else will attend.

5. Board Needs and Operations

A. (For Possible Action) Discussion and Possible Action to Select Non-Resident Consultant Application Review Officer for the State of Nevada Board of Psychological Examiners for a One-Year Term from July 1, 2023, through June 30, 2024, from the Current Board Membership: Monique Abarca, Lorraine Benuto, Soseh Esmaeili, Stephanie Holland, Catherine Pearson, Whitney Owens, and Stephanie Woodard.

This role from this agenda item remained to be confirmed after the July 14, 2023, Board meeting.

B. (For Possible Action) Discussion and Possible Action to Select the Membership of the Application Tracking Equivalency and Mobility (ATEAM) Committee for a One Year Term from July 1, 2023, through June 30, 2024, from the Current Board Membership: Monique Abarca, Lorraine Benuto, Soseh Esmaeili, Stephanie Holland, Catherine Pearson, Whitney Owens, and Stephanie Woodard. Current Members of the ATEAM Committee are Soseh Esmaeili, Stephanie Holland, and Catherine Pearson.

This item was tabled from the June 2, 2023, and July 14, 2023, Board meetings due to member absences.

6. (For Possible Action) Schedule of Future Board Meetings, Hearings, and Workshops. The Board May Discuss and Decide Future Meeting Dates, Hearing Dates, and Workshop Dates

- A.** The next regularly scheduled meeting of the Nevada Board of Psychological Examiners is Friday, September 8, 2023, at 8:00 a.m.

- 7. Public Comment** - Public comment is welcomed by the Board and may be limited to three minutes per person at the discretion of the Board President. Public comment will be allowed at the beginning and end of the meeting, as noted on the agenda. The Board President may allow additional time to be given a speaker as time allows and in his sole discretion. Comments will not be restricted based on viewpoint. No action may be taken upon a matter raised under this item of the agenda until the matter itself has been specifically included on an agenda as an item upon which action may be taken (NRS 241.020)

8. (For Possible Action) Adjournment

The Board may recess for lunch for approximately one hour, at a time to be determined.

The Board is pleased to make reasonable accommodations for members of the public who are disabled and wish to participate in the meeting. If such arrangements are necessary, please contact the board office at (775) 688-1268 no later than 4 p.m. on Thursday, August 17, 2023.

For supporting materials, visit the Board's website at <http://psyexam.nv.gov/Board/> or contact the Board office by telephone (775-688-1268), e-mail (nbop@govmail.state.nv.us), or in writing at Board of Psychological Examiners, 4600 Kietzke Lane, Suite B-116, Reno, Nevada 89502.

In accordance with NRS 241.020, this public meeting notice was properly posted at or before 8 a.m. on Tuesday, August 15, 2023, at the following locations:

- Board office located at 4600 Kietzke Lane, Bldg. B-116, Reno;
- Nevada Public Notice website: <https://notice.nv.gov/>; and
- Board's website at https://psyexam.nv.gov/Board/2023/2023_BOARD_MEETINGS/.

In addition, this public meeting notice has been sent to all persons on the Board's meeting notice list, pursuant to NRS 241.020(3)(c).

**Nevada Board of Psychological Examiners
Board Meeting Staff Report**

DATE: August 18, 2023

ITEM:

4A - (For Possible Action) Discussion and Possible Action to Renew the Board's Independent Contractor Agreement with its bookkeeper, Michelle Fox.

SUMMARY:

It is time to renew the Board's independent contractor agreement with its bookkeeper, Michelle Fox, effective July 1, 2023. Using the same contract that the Board has had with her since she began her service to the Board, I made one minor adjudgment to her hourly contract amount, upping it from \$45/hour to \$47.50/hour, as has been customary in the previous contract renewals with Ms. Fox.

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made effective as of July 01, 2023, by and between State of Nevada Board of Psychological Examiners (the "Recipient"), of 4600 Kietzke Lane, Bldg B-116, Reno, Nevada 89502, and Michelle Fox (the "Contractor"), of 1704 Maple Creek Lane, Carson City, Nevada 89701. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning the date this agreement is executed through June 30, 2023, the Contractor will provide the following services (collectively, the "Services"):

Scope of work to be performed: Close out Fiscal Year 2022 and support Fiscal year 2023; Enter and/or review financial transactions; Reconcile all Bank Accounts; Set-up filing system for all relative documents.

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services. Payments will be made as follows: \$47.50 per hour payable upon receipt of invoice for services rendered. Amount not to exceed \$1,999.99.

No other fees and/or expenses will be paid to the Contractor, unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. This Agreement may be terminated by either party upon 30 days' written notice to the other party.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement.

However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a

non-exclusive one. The Contractor also performs services for other organizations and/or individuals.

The Recipient has no right to further inquire into the Contractor's other activities.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses his or her own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

7. PERSONAL SERVICES NOT REQUIRED. The Contractor is not required to render the Services personally and may employ others to perform the Services on behalf of the Recipient without the Recipient's knowledge or consent. If the Contractor has assistants, it is the Contractor's responsibility to hire them and to provide materials for them.

8. NO LOCATION ON PREMISES. The Contractor has no desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, his or her services are not integrated into the mainstream of the Recipient's business.

9. NO SET WORK HOURS. The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours.

10. EXPENSES PAID BY CONTRACTOR. The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.

11. CONFIDENTIALITY. Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of

this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.

12. NO RIGHT TO ACT AS AGENT. An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of the contract or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.

14. WAIVER OF BREACH. The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.

15. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Nevada.

17. SIGNATORIES. This Agreement shall be signed by Dr. Whitney Owens, Board President, on behalf of Recipient, and by Michelle Fox as Contractor. This Agreement is effective as of the date signed below.

RECIPIENT:

State of Nevada Board of Psychological Examiners

By: _

Whitney Owens, Psy.D.,
Board President

Dated

By: _

Harry B. Ward, J.D.
Deputy Attorney General

Dated

CONTRACTOR:

Michelle Fox

By: _

Dated