

NEVADA STATE BOARD OF OPTOMETRY



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Board Member

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Public Board Member

Meeting Materials for

June 22, 2023

Board Meeting

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OF

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Agenda

NEVADA STATE BOARD OF OPTOMETRY



NOTICE OF PUBLIC MEETING

The Nevada State Board of Optometry will hold a Board meeting **LIVE** on
Thursday, June 22, 2023, beginning at 8:30 am PST
Aloft Hotel, 2015 Terminal Way, next to the Reno-Tahoe International Airport in Reno NV

No remote monitoring or remote testimony will be available. The public is invited to attend the meeting
in person.

AGENDA

NOTE: Items on this agenda may be taken out of order, removed, delayed or combined. An asterisk (*) next to an item indicates that action may be taken at this meeting.

1. **Call to Order**, Roll Call, welcome, introductions.
2. **Public Comment**. No action will be taken at this meeting on any issues presented in Public Comment. Comments are limited to 3 minutes.
3. ***For Possible Action**. Consideration of drafts and approval of Board Meeting Minutes. Minutes of April 20, 2023 Meeting.
4. ***For Possible Action**. Overview of general government measures passed in the 2023 Legislative Session that may affect the Board, including 2022-23 and 2023-24 grant of Employee retention pay, State employee pay adjustments, open meeting law changes, establishment of position withing Department of Business & Industry regarding Boards, and more.
5. ***For Possible Action**. Comprehensive report regarding measures passed in the 2023 Legislative Session that may affect optometry, including AB 432 of the 2023 Leg. Session, Chapter 230 Effective October 1, 2023; Discussion of outreach, education and enforcement; Formulate plans to develop related regulations; OSLE update and other next steps.
6. ***For Possible Action**. Discussion of status of Thentia Cloud for Government SaaS contract; determination of whether to terminate or continue.
7. Executive Director's Report (no action will be taken on this item.)
 - A. Quarterly Licensing report
 - B. ARBO Conference—Stephanie Lee, O.D. will NOT attend
 - C. Transition expectations.
 - D. Other reports or announcements.

8. **THIS AGENDA ITEM WILL BE CALLED AT 10:00 AM** ***For Possible Action**. Requests for Declaratory Relief
- A. Robert Horner, O.D. regarding Lessor/Optical Retailer providing certain administrative services to an optometric practice.
 - B. Jason Bolenbaker, O.D. regarding delegation of certain tasks to employees of an optometric practice.
9. ***For Possible Action**. Consideration of Agency Budget; Review of 2020-23 Income and Expenditures; Consideration and decisions regarding proposed budget and factors for 2023-2024, including contribution requirement for PERS, Staff salaries and office space, among others.
10. **THIS AGENDA ITEM WILL BE CALLED AT 1:00 PM** ***For Possible Action**. Board Interviews, deliberations and offer of employment for Executive Director position.
- A. Explanation of interview process in a public meeting and explanation of potential for a closed portion of the meeting in certain circumstances. (DAG Ziwei Zheng, Esq., Board Counsel)
 - B. Interviews of Ms. Merelyn Bell and Mr. Adam Schneider, the Search Committee's most qualified candidates.
 - C. ***For Possible Action**. Board Deliberations
 - D. ***For Possible Action**. Offer of employment and responses.

(Potential re-opening of Agenda Item No. 9, Agency Budget, based upon outcome of Agenda item No. 10.)

11. **Public Comment**. No action will be taken at this meeting on any issue presented in Public Comment. Comments are limited to 3 minutes.
12. ***For Possible Action**. Adjournment.

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❖ The Board is pleased to make reasonable accommodations for any member of the public who has a disability and wishes to attend the meeting. If special arrangements for the meeting are necessary, please notify the Nevada State Board of Optometry: in writing at P.O. Box 1824, Carson City, Nevada 89702; via email at admin@nvoptometry.org; or call 775-883-8367 as far in advance as possible.

❖ To request an advance copy of the supporting materials for this meeting, contact admin@nvoptometry.org or call 775-883-8367.

This Notice of Public Meeting and Agenda was posted in compliance with NRS 241.020, before 9:00 a.m. on the third working day before the meeting at the following locations:

- Nevada State Board of Optometry office, Carson City, NV 89705
- Nevada State Board of Optometry website: <https://nvoptometry.org/>
- Nevada Public Notice website: <http://notice.nv.gov>

Materials for Agenda Item

No. 3

DRAFT MINUTES OF APRIL 20, 2023, BOARD MEETING

NEVADA STATE BOARD OF OPTOMETRY



MINUTES OF PUBLIC MEETING

April 20, 2023

1. **Roll Call, Call to Order, Welcome, Introductions.** Vice President Jeff Austin, O.D. opened the Zoom meeting at 6:36 p.m. Moments later, President Mariah Smith, O.D. joined the meeting. Board members, Jeffrey Austin, O.D., Stephanie Lee, O.D., and Drew Johnson were present. Also attending were Executive Director Caren C. Jenkins, and Chief Deputy Attorney General Rosalie Bordelove, Esq. and public attendees, Steve Girisgen, O.D., and Spencer Quentin, O.D.
6. Item #6 was taken out of order. **Discussion and direction regarding matters before the Nevada Legislature that may affect the Board or its licensees.** Caren C. Jenkins reported that the 2023 legislature and the governor approved paying state employees a retention payment of \$500.00 in April and June. Financial Officer Drew Johnson favors granting the retention payments to the Optometry Board employees. The Board will vote on this agenda item at the June 22, 2023, meeting, and apply it retroactively.
2. **Public Comment.** Board Counsel, Rosalie Bordelove, Esq. recommended that public comments are taken before discussion of item 6. No public comment was offered.
8. Item #8 was taken out of order. **Search Committee Report.** Dr. Lee reported that the Executive Director job will be sent for posting to the State Careers website, Indeed, NOA, and ARBO. Drew Johnson will assist Dr. Lee in reviewing the applicant submissions and narrow the candidates to 15. The Board will schedule interviews to be held at the June 22, 2023, Board meeting. The Board anticipates making an offer to a candidate that day. Mariah Smith, O.D. motioned that if the Board has more than 5 applicants that are above the minimum qualifications that the subcommittee of Dr. Lee and Mr. Johnson may have an open, telephonic subcommittee meeting to select the top 5 candidates for in-person interviews. Jeff Austin, O.D. seconded the motion. Motion passed unanimously.

At 6:57 p.m. Board member Drew Johnson left the meeting. With 3 members attending, a quorum remained.

5. Item #5 was taken out of order. **Consideration and approval of February 23, 2023, Board Meeting Minutes.** Stephanie Lee, O.D. moved to accept the minutes as presented. Jeff Austin, O.D. seconded the motion. All voted eye. Motion passed.
7. Item #7 was taken out of order. **Discussion and direction regarding matters before the Nevada Legislature that may affect the Board or its licensees. Executive Director's Report.**
- a. Licensing quarterly report: Executive Director Jenkins reported since March 1, 2022, 37 licensees were added for a total of 571. Also, 20 OPAC certifications were issued for a total of 437. Additionally, 10 Glaucoma certifications were granted for a total of 66.
 - b. Progress of Thentia implementation: The payment processing system (among other items) has not yet been delivered. The Board is still waiting to test a fully working front-end and back-end to the Thentia system. Director Jenkins has refused Thentia's request to sign the 2023 contract or pay the annual licensing fee until the system is delivered in functioning condition. Thentia has agreed. Director Jenkins explained the steps and time required to update our existing licensing system, if the Board cancels the contract due to Thentia's inability to perform.
 - c. OSLE updates. Dr. Lee and Dr. Austin have reviewed the State Law Exam questions and will update and add new questions after the legislative session is complete.
 - d. Other reports or announcements. Director Jenkins reported on PMP account review, and a few require further explanation as the medication prescribed doesn't address problems and diseases of the eye. Rosalie Bordelove, Esq. announced a new Deputy Attorney General will be assigned to the Board on May 1, 2023. Budgeting will be discussed at the June meeting. Integration of the newly approved legislative language may require regulation and policy changes that will be addressed in June.

Items #3 and #4 were then taken out of order.

3. **STAKEHOLDERS MEETING – Discussion of potential regulatory changes per Executive Order 23-003, attached hereto.** Jeff Austin, O.D. suggested the following changes to the regulations: NAC 636.210 - change requirements to post license in conspicuous to provide license/certification upon request. NAC 636.130 - remove requirement to post office hours at the entrance to the optometry office. NAC 636.145 - remove the limits on use of symbols. NAC 636.160 - Spectacle lenses, remove 3a, 3b, and 3c from regulation.
4. **Board consideration and action regarding potential changes to Nevada's Optometry Regulations.** President Mariah Smith, O.D. made a motion to accept the summary of the report provided in response to Executive Order No. 2023-003 by Executive Director Jenkins. Jeff Austin, O.D. seconded the motion. The motion passed.

In response to the standing Executive Order, Director Jenkins will report to the Governor's office all the regulations that were removed or changed in the 2019 legislative session.

9. **Public Comment.** Steve Girisgen, O.D. asked whether, if AB432 is passed, will the provisions in Section 13 regarding the management services be applied retroactively? How will the bill affect management service arrangements already in place? Rosalie Bordelove, Esq. suggested that the Board could release a statement after the bill passes explaining the effectiveness and indicated that individual licensees should seek their own legal counsel to determine changes in the law affect their individual agreements.
10. **Adjournment.** Jeff Austin, O.D. moved to adjourn the meeting. Stephanie Lee, O.D. seconded the motion. Motion passed. The meeting adjourned at 8:07 p.m.

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FY 2023 Regular meeting schedule

Thurs. June 22 – 8:30 am **ALL DAY** in Reno or by Zoom

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These minutes were considered and approved by majority vote of the Nevada State Board of Optometry at its meeting on June 22, 2023.

Caren C. Jenkins, Executive Director

Materials for Agenda Item

No. 6

THENTIA CLOUD FOR GOVERNMENT CONTRACT

MASTER SERVICES AGREEMENT

PARTIES:

- (1) Thentia USA Inc. ("**Thentia**")
- (2) Nevada State Board of Optometry ("**Client**")

PREAMBLE

This Master Services Agreement (including all exhibits and schedules hereto, this "**Agreement**") sets out the terms under which Thentia or any Thentia Affiliate may provide services, including cloud services, to Client. Each of the following Exhibits are incorporated into this Agreement by reference as if set forth in this Agreement in full.

<u>Exhibit A</u>	General Terms
<u>Exhibit B</u>	Transaction Agreement
<u>Exhibit C</u>	Statement of Work

Thentia and Client (each, a "**Party**" and together, the "**Parties**") agree to this Agreement as of 03-15-2022 (the "**Effective Date**").

THENTIA USA INC.

Nevada State Board of Optometry

BY: Julian Cardarelli

BY: Caren Jenkins

NAME: Julian Cardarelli

NAME: Caren Jenkins

TITLE: Chief Executive Officer

TITLE: Exec. Dir,

EXHIBIT A
General Terms

ARTICLE 1
PRELIMINARY

1.1 Definitions.

“**Admin Account**” has the meaning given in subsection 2.3.

“**Affected Party**” has the meaning given in subsection 10.6.

“**Affiliate**” means, in relation to a Person, any Person that controls, is controlled by, or is under common control with such first-mentioned Person, where control means possessing (a) directly or indirectly, the power to direct or cause the direction of the management, policies, or operations of a Person, whether through ownership of voting securities, by contract, or otherwise or (b) the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares, or interests of a Person.

“**Agreement**” means this Master Services Agreement and each Exhibit attached hereto, as may be amended from time to time in writing by the Parties.

“**Annual Per-Registrant Fee**” has the meaning given in the Transaction Agreement.

“**Anonymized Data**” means aggregated, anonymized data that: (a) is derived from Client Data or Client Usage Information, and (b) does not contain any information that is protected by Privacy Laws.

“**Artwork**” has the meaning given in subsection 5.5.

“**Authority**” means any applicable court, stock exchange authority, regulatory, arbitral, governmental (including national, state, provincial and local governmental authorities), supranational or administrative agency, institution or body.

“**Authorized User**” means Client’s employees authorized by Client to access and use the Cloud Services on Client’s behalf.

“**Business Days**” means any day other than Saturday, Sunday and statutory holidays in Ontario.

“**Client Data**” means the data provided by, or collected by Thentia for, Client as part of or in connection with the Services, and the results of processing that data through the Services.

“**Client**” has the meaning given in the preamble hereto.

“**Client Marks**” has the meaning given in subsection 5.5.

“**Client Systems**” has the meaning given in subsection 2.11.

“**Client Usage Information**” means any data, including but not limited to metadata, in any way generated from the use of the Services by Client, or any of their Authorized Users, including but not limited to clients.

“**Cloud Services**” means any software-as-a-service product for which Thentia provides access to Client, or through which Thentia provides Client a service, under the Transaction Agreement.

“**Confidential Information**” has the meaning given in subsection 6.1.

“**Contract Year**” has the meaning given in the Transaction Agreement.

“**Disclosing Party**” has the meaning given in subsection 6.1.

“**Documentation**” means any user documentation, published specifications, or agreed on custom specifications for the Services.

“**Effective Date**” has the meaning given in the preamble hereto.

“Feedback” has the meaning given in subsection 5.3.

“Fees” has the meaning given in subsection 3.1 and the Transaction Agreement.

“Force Majeure Event” has the meaning given in subsection 10.6.

“General Terms” has the meaning given in the preamble hereto.

“Infringement Claim” has the meaning given in subsection 8.1.

“Intellectual Property Rights” means all patents, copyrights, moral rights, database rights, design rights, and rights in trade secrets and know-how, all other intellectual property and proprietary rights, all other equivalent or similar rights which may arise or exist anywhere in the world, in each case, whether registered or unregistered, and all applications for any of the foregoing rights.

“Laws” means any applicable laws, rules, regulations, guidelines and other legally binding measures issued, administered or enforced by any Authority, as they may be amended from time to time.

“Maximum Credit” has the meaning given in the Transaction Agreement.

“Party” has the meaning given in the preamble hereto.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, self-regulatory organization, regulatory authority, or other governmental authority.

“Privacy Laws” means all Laws governing the collection, use, disclosure or protection of personal information.

“Professional Services” means any services other than Cloud Services which Thentia has agreed to provide to Client under the Transaction Agreement.

“Receiving Party” has the meaning given in subsection 6.1.

“Registrant” has the meaning given in the Transaction Agreement

“Services” means Cloud Services and Professional Services.

“Service Credit” has the meaning given in the Transaction Agreement.

“Services Deliverables” means any written or electronic items (such as software, code, specifications, diagrams, flowcharts, forms, reports, and other materials) being developed for or to be delivered to Client as part of the Services under the Transaction Agreement.

“Statement of Work” means the statement of work attached as Exhibit C to this Agreement.

“System Requirements” has the meaning given in subsection 2.11.

“Term” means the term of this Agreement as determined in accordance with Section 9.1.

“Thentia” has the meaning given in the preamble hereto.

“Thentia IP” has the meaning given in subsection 5.1.

“Third Party” means a Person other than Thentia, Client, or their respective Affiliates.

“Third Party Applications” means applications, integrations, services, or implementation, customization and other consulting services related thereto, provided by a party other than Thentia that interoperate with the Cloud Services.

“Transaction” means the provision by Thentia to Client of Cloud Services and/or Professional Services.

“Transaction Agreement” means the Transaction Agreement attached hereto at Exhibit B and any future Transaction Agreement the Parties enter into with respect to a Transaction, which incorporates, by reference, this Agreement and is signed by the Parties. References in these General Terms to the Transaction Agreement refers to

both the Parties' agreement setting out the business details and specific terms for the Transaction in question as well as these General Terms incorporated therein, except in subsection 1.3, where "Transaction Agreement" shall only refer to the Parties' agreement setting out the business details and specific terms for the subject Transaction, but not the General Terms incorporated therein.

"**Transaction Agreement Effective Date**" has the meaning given in the applicable Transaction Agreement.

1.2 Interpretation. The rule of construction that an agreement is to be construed most strictly against the party who drafted the agreement shall not be applicable to this Agreement because all Parties participated in the preparation of this Agreement. Headings are inserted for convenience only and are not to be used to interpret this Agreement. "Including", "in particular", "such as" and similar expressions are not words of limitation. References to subsections and Articles are references to subsections and Articles in these General Terms.

1.3 Conflict. If there is any conflict between the Agreement, any Transaction Agreement and these General Terms, the Transaction Agreement will prevail. In the event that a Transaction Agreement conflicts with the General Terms, the prevailing terms in the Transaction Agreement will apply only to that Transaction and not generally to all Transactions between the Parties.

1.4 No Exclusivity. Unless the Transaction Agreement provides otherwise, each Party acknowledges that the Transaction Agreement is non-exclusive and either Party may contract with other parties for the purchase, sale or license of services comparable to the Services.

ARTICLE 2 SOFTWARE AND SERVICES

2.1 Provision of Software and Services. Thentia shall provide to Client and Client will have the right to receive the Services identified in any Transaction Agreement subject to the terms and conditions stated in this Agreement.

2.2 Documentation. Subject to and expressly conditioned on Client's compliance with this Agreement, Thentia will make available to Client, at no extra charge, at least one copy of the Documentation for the Services, if any, no later than the date of delivery of those Services. Client agrees to only use the Documentation for its internal business purposes in connection with its use of the Services. Client acknowledges and agrees that: (a) Thentia may modify or update Documentation that was not developed specifically for Client at any time and from time to time, in its discretion; and (b) Documentation developed specifically for Client constitutes Services Deliverables under this Agreement.

2.3 Authorized Users. Where a Transaction Agreement provides for Client's receipt and Thentia's provision of Cloud Services, Thentia will provide Client with one or more administrator accounts for the Cloud Services (an "**Admin Account**"). Client is responsible for: (a) all activities that occur under the Admin Account or Authorized Users' accounts; (b) maintaining the security and confidentiality of all user names and passwords for the Admin Account and each Authorized User account; and (c) any loss or damage suffered by Client or Thentia as a result of Client's or any Authorized User's failure to adequately safeguard any such account information. Client shall promptly notify Thentia of any unauthorized use or access to the Cloud Services of which Client becomes aware or that Client reasonably suspects.

2.4 Restrictions with respect to Cloud Services. Client and Authorized Users shall use the Cloud Services only for internal business purposes and in accordance with the Documentation. Client shall ensure that its Authorized Users use of the Cloud Services complies with this Agreement. Without limitation of the foregoing, except as expressly permitted by this Agreement, Client and Authorized Users shall not, and shall not permit or authorize any Person, directly or indirectly, to: (a) use any user identifications, codes, passwords, procedures, or user keys issued to Client for access to and use of the Cloud Services by any Person that is not authorized to access and use the Cloud Services under the terms of the Transaction Agreement; (b) license, sell, lease, rent, outsource, or otherwise make available the Cloud Services or any part thereof to any Person or act as an intermediary, aggregator, or service bureau; (c) make any use of the Cloud Services that violates applicable Law or privacy rights, Intellectual Property Rights, or other rights of any Person; (d) decompile, reverse engineer, or otherwise access or attempt to access the source code for the Cloud Services or make or attempt to make any modification to the Cloud Services (except to the extent the foregoing restriction is prohibited under applicable Law); (e) damage, disrupt, or impede the operation of Thentia's services or systems; (f) circumvent the user authentication or security of the Cloud Services or any host, network, or account related thereto; (g) use any application programming interface (i.e., API) to access the Cloud Services other than an application programming interface made available by Thentia for such purpose or use or launch any automated system, including "robots," "spiders," or "offline readers" to access the Cloud Services; (h) mirror the Cloud Services on any server; (i) use meta tags or any other "hidden text" using Thentia's trademarks, service marks, logos, or other indicia of origin; (j) transmit any viruses, worms, defects, Trojan horses, or programming of a destructive nature through the Cloud Services; (k) delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Cloud Services; (l) use any non-production instance for any production activities; (m) use the Cloud Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain

letters; or infringe property rights; or (n) access or use the Services to build or support, directly or indirectly, products or services competitive to Thentia.

2.5 Changes to Cloud Services. Thentia may modify the Cloud Services from time to time at Thentia's sole discretion and such modifications shall replace prior versions. Except for modifications made to comply with applicable Law or address a security risk, Thentia shall not make any modification to the Cloud Services that materially degrades the functionality, security or data protection features of the Cloud Services. The terms of this Agreement shall apply to modifications, updates and upgrades to the Cloud Services as may be subsequently provided by Thentia to Client.

2.6 Suspension of Cloud Services. Thentia may suspend immediately Client's or any Authorized User's account or access to or use of the Cloud Services without any penalty or liability at any time in Thentia's discretion in the event that Thentia determines that such suspension is necessary or prudent, whether for security, emergency, legal, or other such reasons, including if such account or activity is known or reasonably suspected by Thentia to be (a) disrupting or causing harm to Thentia's or another Person's computers, systems, or infrastructure or (b) is in violation of subsection 2.4, applicable Law, or the Documentation; provided that, Thentia shall use commercially reasonable efforts to notify Client of any such suspension, either before or after such suspension, and shall remove such suspension upon resolution to Thentia's reasonable satisfaction of the circumstances giving rise to such suspension.

2.7 Third-Party Applications. Third Party providers may offer Third Party Applications. Thentia does not warrant any such Third-Party Applications. Any procurement by Client of such Third-Party Applications or services is solely between Client and the applicable Third Party provider. Thentia is not responsible for any aspect of such Third-Party Applications that Client may procure or connect to through the Cloud Services, or any interoperation, descriptions, promises, or other information related to the foregoing. If Client installs or enables Third Party Applications for use with the Cloud Services, Client agrees that Thentia may enable such Third Party providers to access Client Data for the interoperation of such Third Party Applications with the Cloud Services, and any exchange of data or other interaction between Client and a Third Party provider is solely between Client and such Third Party provider pursuant to a separate privacy policy or other terms governing Client's access to or use of the Third Party Applications. Thentia shall not be responsible for any disclosure, modification or deletion of Client Data resulting from any such access by Third Party Applications or Third-Party providers.

2.8 Monitoring Use. Thentia shall have the right to monitor Client's use of the Cloud Services for the purpose of verifying Client's compliance with this Agreement, including to verify the fees payable in respect of Client's use of the Cloud Service.

2.9 Attendance on Client Premises and Access to Client Systems. If under this Agreement Thentia may come onto Client's premises or access Client's systems remotely, Thentia will comply with all terms agreed on by the Parties for those situations and observe all of Client's rules, guidelines, and policies that are provided in writing by Client to Thentia applicable to those situations.

2.10 Client Obligations. Client will provide to Thentia any information Thentia reasonably needs from Client to perform its obligations under this Agreement. Client shall have sole responsibility for the accuracy and adequacy of all Client Data used or processed by Client in connection with the Cloud Services or provided to Thentia for use in connection with the Services. Thentia shall have no obligation to check any Client Data for accuracy, adequacy, or completeness and may assume that all Client Data uploaded to the Cloud Services or provided to Thentia is accurate, adequate, and complete as submitted. Thentia will not be responsible for any error, omission, or damages caused by an inaccuracy, inadequacy, or lack of completeness with respect to such Client Data.

2.11 System Requirements. The networks, systems, and workstations from which Client and its Authorized Users access and use the Cloud Services (the "**Client Systems**") shall meet the requirements described in the Documentation (the "**System Requirements**"). Client shall keep the Client Systems current at all times with the then-current System Requirements. Thentia shall have no liability for any failure to access or use the Cloud Services due to the failure of any Client Systems to comply with the then-current System Requirements.

2.12 Cooperation. Thentia and Client will work together to implement the Services. Client will cooperate with Thentia in a timely manner and execute and deliver all documents, forms, or instruments necessary for Thentia to implement and render the Services. Client will promptly provide Thentia with all reasonable and necessary Client Data in the format requested by Thentia, and will otherwise provide all reasonable assistance required of Client in order for Thentia to successfully implement the Services on a timely basis. It shall be Client's responsibility to provide the Client Data in the format requested by Thentia. Client acknowledges and agrees that the Cloud Services provided by Thentia are not fully-customizable and Client shall follow Thentia's direction, policies, and procedures with respect to the design and implementation of the Cloud Services.

ARTICLE 3 FINANCIAL

3.1 Fees Payable. Thentia will invoice Client in respect of, and Client shall pay to Thentia, the fees for the Services as set forth in the Transaction Agreement (the “Fees”). All payments are due in the currency set out in the Transaction Agreement. Except as expressly set forth in the Transaction Agreement, all amounts paid by Client to Thentia are non-refundable and are not subject to offset.

3.2 Expenses. Any expenses Client is to reimburse Thentia must be approved in advance by Client and must be reasonable and properly documented. Client will not reimburse Thentia for any incurred travel and/or lodging expenses.

3.3 Invoices, Taxes, and Withholdings. Unless otherwise set out in the Transaction Agreement, Client will pay all Fees invoiced within 30 days of receipt of each invoice. Invoices will be sent and Fees shall be paid electronically unless otherwise agreed with Client. Client will pay custom duties and all sales and value added taxes imposed on the Services, excluding taxes on Thentia's income. Thentia will invoice Client for applicable sales and value added taxes at the time the associated Fees are invoiced.

3.4 Late Payment. Late payments shall accrue interest from the due date at a rate of one and one-half percent (1.5%) per month or, if lower, the highest rate allowed by applicable Law. Payments shall first be applied against the payment of any late fees that have accrued, after which any balance remaining shall be applied to payment of the principal due and outstanding. Client shall pay all reasonable expenses incurred by Thentia related to the collection of late payments, including reasonable attorneys' fees.

3.5 Suspension for Nonpayment. Without limiting Thentia's rights under subsection 9.3, if Client fails to pay any amounts when due and does not remedy such failure within five (5) Business Days after the date that Thentia notifies Client of the unpaid amounts, Thentia may, without liability, cease performing or making available, as applicable, some or all of the Services, including access to the Cloud Service, until full payment of all outstanding amounts is received.

ARTICLE 4 WARRANTIES

4.1 By Both Parties. Each Party represents and warrants to the other Party that: (a) it has the right, power, and authority to enter into this Agreement and perform its obligations hereunder; (b) this Agreement is a legal and valid obligation binding upon it and enforceable in accordance with its terms; (c) its entry into this Agreement and performance hereof shall not result in any breach or default under, and do not conflict with, any agreement, instrument, or understanding, oral or written, to which it is a party; and (d) all of its activities under this Agreement shall be performed in compliance with all Laws applicable to it, including applicable Privacy Laws. If the Parties enter into a Transaction Agreement after the Effective Date, then these representations and warranties shall be deemed made by each Party as of the effective date of such Transaction Agreement.

4.2 By Thentia. Thentia represents, warrants and covenants that (a) it will provide the Services in a professional manner using at least the same degree of care, skill and supervision as would be exercised by a reasonable and prudent person experienced in performing similar services; (b) it will use personnel with suitable skills to perform the Services; and (c) the Services will function as described in the Documentation in all material respects.

4.3 Remedy. For any breach of Thentia's warranties under subsection 4.2, Client's sole and exclusive remedy and Thentia's entire liability shall be the correction of the deficient Services that caused the breach of warranty, or if Thentia cannot substantially correct the deficiency in a commercially reasonable manner, Client may terminate the deficient Services pursuant to subsection 9.2 and Thentia will refund to Client the Fees for the terminated Services that Client pre-paid to Thentia in respect of the period following the effective date of termination.

4.4 By Client. Client represents, warrants, and covenants that (a) it owns all right, title, and interest in or has a license to all Client Data and has the right to, and has obtained from all applicable Persons all rights and consents necessary to, provide such Client Data to Thentia; and (b) it has obtained all consents and provided all notices required under applicable Privacy Laws for the collection and use of all Client Data for the purposes of this Agreement, including any Transaction Agreement.

4.5 Warranty Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 4, THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND THENTIA AND ITS AFFILIATES AND THIRD PARTY SUPPLIERS HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, THAT DEFECTS SHALL BE CORRECTED, THAT THE SERVICES SHALL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ACCESS TO THE SERVICES AND THEIR USE SHALL BE UNINTERRUPTED OR ERROR-FREE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CLIENT AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

ARTICLE 5 OWNERSHIP RIGHTS

5.1 Thentia IP. As between Client and Thentia, Thentia owns and shall retain all right, title, and interest, including all Intellectual Property Rights, used in or to provide the Services (including, for greater certainty, the Cloud Services), the Services Deliverables, the Documentation, Thentia's and its licensors' trademarks, service marks, logos, and other indicia of origin used in connection with the Services and all proprietary information and know-how of Thentia and its licensors incorporated in or used in the provision of the Services, and all updates, modifications, improvements, and derivative works of any of the foregoing (collectively, the "**Thentia IP**"). All right, title and interest, including all Intellectual Property Rights, in Thentia IP vests automatically and immediately in Thentia on creation. Thentia expressly reserves all rights in the Thentia IP. All use of Thentia's and its licensors' trademarks, service marks, logos, and other indicia of origin hereunder shall inure to the benefit of the owner thereof.

5.2 Client Data. As between Client and Thentia, Clients owns and shall retain all right, title and interest, including all Intellectual Property Rights, in Client Data. Client hereby grants to Thentia a limited, non-transferable, non-exclusive, worldwide, fully paid up, royalty-free license to, during the term of the applicable Transaction Agreement, use, copy, store, and display Client Data solely as necessary for the purpose of performing its obligations under this Agreement.

5.3 Feedback. Client and its employees, agents and subcontractors may provide to Thentia, but have no obligation to provide, input regarding the Services, including comments or suggestions regarding the possible creation, modification, correction, improvement, or enhancement of the Services or other products or the technology marketplace in general (collectively, "**Feedback**"). Client hereby grants to Thentia a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully-paid up, transferable license, with right of sublicense, to use, reproduce, modify, disclose, and otherwise exploit all Feedback in any manner for any purpose.

5.4 General. To the extent any right, title, interest or Intellectual Property Rights in any of the Thentia IP does not automatically and immediately vest in Thentia, Client hereby irrevocably assigns, transfers and conveys (and shall cause to be assigned, transferred and conveyed), without reservation, and, to the extent necessary, agrees to irrevocably assign, transfer and convey, without reservation, to Thentia, all such right, title and interest thereto and to waive, or cause to be waived, all moral and similar rights therein and thereto in favour of Thentia. Client agrees to execute such documents and cause its employees, agents and subcontractors to execute such documents as may be required to give effect to the ownership rights of Thentia as set out in this Article 5.

5.5 Protection of Client Marks and Artwork. "**Client Marks**" means all trademarks, service marks, logos, and other indicia of origin of Client, whether registered or not. "**Artwork**" means any templates, drawings, specifications, or other artwork Client provides to Thentia in connection with Thentia's performance of Services. Thentia may use any Client Mark or Artwork only if necessary to perform the Services and then only as approved in advance by Client. Thentia will comply with any written specifications provided by Client to Thentia for such use. Thentia will not (a) impair Client's rights in Client Marks in any way; (b) acquire any title to Client Marks through their use and may not claim any title to Client Marks through their use; (c) make any unlicensed use of any Client Mark or (d) file any application in any jurisdiction for the registration of any Client Mark. Thentia's use of Client Marks is to accrue to the benefit of Client. Any artwork created by Thentia containing any Client Mark must be approved by Client before it may be used for Services.

5.6 Preservation of Parties' Rights. Except as expressly stated in the Transaction Agreement, neither Party transfers to the other any Intellectual Property Rights or other property under this Agreement, including any Transaction Agreement. Either Party is free to use in its business any skills, experience, ideas, concepts, know-how, or techniques that it acquires in performing or receiving the Services, so long as in doing so that Party does not infringe the other's Intellectual Property Rights or breach its obligations in respect of Confidential Information under this Agreement.

ARTICLE 6 CONFIDENTIALITY OBLIGATIONS

6.1 Confidential Information. "**Confidential Information**" means all data and information in any form whatsoever, howsoever disclosed or made available by a Party or its Affiliates ("**Disclosing Party**") to the other Party or its Affiliates (the "**Receiving Party**") in the course of dealings under this Agreement that can reasonably be inferred to be confidential or proprietary in nature, whether or not marked or described as "confidential". Client Data, Client Usage Information and Anonymized Data generated therefrom shall constitute Client's Confidential Information. Information communicated, disclosed or made accessible by Thentia to Client in the course of providing the Services (excluding Client's Confidential Information) constitutes Thentia's Confidential Information, including the Services (excluding Client Data), the Services Deliverables (excluding Client's Confidential Information included therein), the Documentation and all other Thentia IP. The terms and conditions of this Agreement shall constitute Confidential Information of Thentia. Despite the foregoing, Confidential Information shall not include any information (other than information about identifiable individuals) which (i) is or becomes publicly known through no wrongful act or failure to act on the part of the Receiving Party; (ii) is rightfully obtained by the Receiving Party, free from any obligation of confidence, from a Third Party; (iii) is known to the Receiving Party prior to such information having been

furnished to the Receiving Party in the course of the dealings relating to this Agreement and was not subject to any confidentiality obligation on the part of the Receiving Party; or (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

6.2 Protection of Confidential Information. Each Party, as a Receiving Party, shall: (a) hold the Confidential Information of the Disclosing Party in confidence; (b) not use or copy the Confidential Information of the Disclosing Party except for purposes of exercising its rights or performing its obligations under this Agreement; (c) not disclose the Confidential Information of the Disclosing Party except to its directors, officers, employees, independent contractors and subcontractors who (i) have a need to know such information for the purposes of the Party exercising its rights or performing its obligations under this Agreement, (ii) are informed of the confidential nature of the information, and (iii) agree in writing or are otherwise bound to act in accordance with the obligations set out in this Article 6, (d) safeguard the Confidential Information of the Disclosing Party using the same degree of care as it uses to protect its own Confidential Information of a like nature, but in any event not less than a reasonable degree of care; and (e) promptly notify the Disclosing Party in writing of any unauthorized disclosure or unauthorized use of the Disclosing Party's Confidential Information of which it becomes aware. Further, Thentia will not compile, capture, track or use any Client Usage Information, except as Anonymized Data (i) for purposes of verifying Client's compliance with this Agreement (including determination of Fees for Cloud Services); and (ii) to provide, support, maintain and improve the Services (but for no other purpose).

6.3 Exceptions. Each Party, as a Receiving Party, shall be relieved from its obligations under subsection 6.2: (a) to the extent the Disclosing Party gives its prior written consent; or (b) to the extent necessary to comply with applicable Laws, provided that unless otherwise prohibited, the Receiving Party uses commercially reasonable efforts to provide prior written notice of such disclosure to the Disclosing Party to afford the Disclosing Party the opportunity to seek a protective order.

6.4 Information Security. Thentia shall use commercially reasonable electronic, organizational and physical security measures to safeguard Client Data. Thentia shall notify Client promptly in the event of any loss or theft of, or unauthorized access to or use or disclosure of, Client Data. Client acknowledges and agrees that it is solely responsible for implementing and managing security and privacy measures for the Client Systems and any items not provided and managed by Thentia within the Cloud Services, such as systems and applications built or deployed by Client upon the Cloud Services, any Third Party Applications, and Client end-user access control to the Cloud Services.

6.5 Transmission of Data. Client understands that the technical processing and transmission of data is fundamentally necessary to use of the Cloud Services. Client is responsible for securing DSL, cable or another high-speed internet connection and up-to-date "browser" software in order to utilize the Cloud Services. Client expressly consents to Thentia's interception and storage of data (including Client Data) as needed to provide the Services hereunder, and Client acknowledges and understands that Client Data will be transmitted over the internet, and over various networks, only part of which may be controlled by Thentia. Client further acknowledges and understands that such data transmitted in the use of the Cloud Services may be accessed by unauthorized parties when communicated across the internet, network communications facilities, telephone or other electronic means. Without limiting Thentia's applicable obligations under this Article 6, Thentia is not responsible for any Client Data which is delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not controlled by Thentia, including, but not limited to, the internet and Client's local network.

6.6 Obligations on Termination. On the termination or expiry of this Agreement or any Transaction Agreement, as applicable: (a) Client will have the opportunity to download its Client Data from the Cloud Services in accordance with and within the time periods set out in subsection 9.4(a), after which Thentia will have no responsibility to store, and may delete such data from the Cloud Services; and (b) other than with respect to Client Data in the Cloud Services for which (a) applies, each Party, as a Receiving Party, shall, at the request of the Disclosing Party: (i) promptly return or, at the option of the Disclosing Party, destroy all Confidential Information of the Disclosing Party which is in physical form that is held by the Receiving Party or by other Persons for which the Receiving Party is responsible hereunder; and (ii) destroy all Confidential Information of the Disclosing Party in electronic form, whether held by the Receiving Party or by other Persons for which the Receiving Party is responsible hereunder; provided that each Party, as a Receiving Party, may retain Confidential Information of the Disclosing Party (x) stored in electronic records, to the extent it is backed up or archived as a matter of routine processes on the electronic information management and communications systems or servers of the Receiving Party and such backed up or archived Confidential Information is not intentionally accessed; (y) to the extent retention is required by applicable Law; or (z) as may be required for the Receiving Party to demonstrate its compliance with this Agreement, provided that in each case, the Confidential Information remains subject to the confidentiality obligations herein, which obligations survive indefinitely.

6.7 Use of Client Name/Marks. Thentia may not use the Client name or any Client Mark in any advertisement, press release, or in any other public message without first getting Client's consent, which Client may withhold at its discretion.

ARTICLE 7 LIABILITY

7.1 Exclusion of Certain Damages. In no event will Thentia or its Affiliates be liable to Client or its Affiliates for any special, indirect, punitive, enhanced, incidental, consequential or exemplary damages, or any loss of profits, revenue, data, goodwill or reputation, or failure to realize expected savings, or any other economic loss, even if it has been informed of the possibility of these types of damages and notwithstanding the failure of any agreed or other remedy of its essential purpose. This exclusion of liability applies regardless of the cause of action, whether in contract or tort, including without limitation negligence and strict liability.

7.2 Liability of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THENTIA AND ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID BY CLIENT TO THENTIA FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

ARTICLE 8 INDEMNITY

8.1 Infringement Claims. Thentia will, at its sole expense, defend Client against any claim by a Third Party that Client's use of the Cloud Services in accordance with the Transaction Agreement infringes any patent, copyright, or other Intellectual Property Right of the Third Party ("**Infringement Claim**") and will indemnify Client against all amounts finally awarded by a court against Client or included in a settlement; provided that Client: (a) promptly notifies Thentia in writing of the claim; (b) gives Thentia the information, reasonable assistance and cooperation that Thentia requests (at Thentia's expense) for the defense and settlement of the claim, including mitigation efforts; and (c) provides Thentia sole authority to defend or settle the claim. No settlement may be entered into by Thentia on behalf Client without Client's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed), unless such settlement contains an unconditional release of Client's liability. Client's failure to give prompt notice of the Infringement Claim will not affect the indemnification provided by Thentia except to the extent that any failure or delay actually prejudices Thentia.

8.2 Infringement Claims – Further Actions. If the Cloud Services become the subject of an Infringement Claim or if Thentia reasonably believes that the Cloud Services may infringe, misappropriate or violate any Intellectual Property Rights of a Third Party, Thentia may in its discretion and at no cost to Client: (a) obtain sufficient Intellectual Property Rights for Client to continue using the Cloud Services; (b) modify the Cloud Services so that they no longer infringe any Intellectual Property Rights, without substantially diminishing or impairing the Cloud Service's functionality; or (c) require Client to stop using the Cloud Services, terminate this Agreement or any applicable Transaction Agreement and refund to Client any prepaid Fees in respect of Services not received in the period for which the pre-payment was made due to early termination.

8.3 Exclusions. Thentia's obligations in this Article 8 shall not apply to any actions or claims of infringement arising out of: (a) the use or combination of the Cloud Services with any hardware, software, products, data or other materials not authorized under this Agreement or otherwise authorized by Thentia in writing; (b) use of the Cloud Services other than in accordance with this Agreement; or (c) the modification or alteration of the Cloud Services by any Person other than by or on behalf of Thentia.

8.4 Sole Remedy. This Article 8 constitutes Thentia's entire liability, and Client's sole and exclusive remedy, with respect to the infringement, misappropriation, or violation of Intellectual Property Rights and related claims and actions in connection with this Agreement.

ARTICLE 9 TERMINATION OF AGREEMENT

9.1 Term. This Agreement shall remain in effect until its earlier termination or the expiration or termination of all Transaction Agreements. Any applicable terms and conditions with respect to renewal (if any) shall be set out in the Transaction Agreement.

9.2 Termination Rights. Either Party may terminate this Agreement or any Transaction Agreement immediately upon notice to the other Party: (a) if such other Party is in material breach of this Agreement (including any Transaction Agreement) and has failed to cure such breach within thirty (30) days after receipt of notice from the non-breaching Party describing the breach in reasonable detail (provided that this right is subject to any exclusive remedies described in this Agreement, including the Service Credit); (b) if such other Party has breached the Intellectual Property Rights of the terminating Party; (c) if such other Party (i) becomes subject to bankruptcy or insolvency proceedings, (ii) fails or declares its inability to pay amounts owed when they become due, (iii) causes the appointment of a receiver or custodian to take possession of its assets, or (iv) arranges with its creditors or applies to an administrator or court of competent jurisdiction for protection from its creditors; or (d) on the occurrence of such other event or circumstance that gives rise to a right to terminate as expressly set out herein. A termination of this Agreement in accordance with this Article 9 shall be deemed to terminate all Transaction Agreements then in effect.

9.3 Termination for non-payment. Without limiting Thentia's rights under subsection 9.2, Thentia may terminate this Agreement or any Transaction Agreement immediately upon notice to Client if Client has failed to pay an amount payable under this Agreement when due, and such amount remains unpaid fifteen (15) days after Client's receipt of notice from Thentia that such amount has not been paid.

9.4 Effect of Termination.

(a) In respect of a Transaction for the provision of Cloud Services, commencing on, as applicable:

(i) the date of expiry of the term for the provision of Cloud Services, where a Party has provided a notice of non-renewal to the other Party or the Transaction Agreement has otherwise expired in accordance with its terms;

(ii) the date of Thentia's receipt of a notice of termination from Client, where Client is terminating in accordance with subsection 9.2; or

(iii) the date of Client's receipt of a notice of termination from Thentia, where Thentia is terminating in accordance with subsection 9.2 or 9.3,

Client shall have a period of thirty (30) days following in which to download the Client Data applicable to the expired or terminated Cloud Services. Client acknowledges and agrees that: (y) it is the sole responsibility of Client to download the Client Data from the Cloud Service within the time period set out in this subsection; and (z) Thentia has no responsibility to store, and may delete, Client Data after the expiry of the time period set out in this subsection.

(b) Upon the expiration or termination of this Agreement or any Transaction Agreement, Client shall immediately cease all access to and use of the Services and associated Thentia IP and the rights granted in this Agreement or the Transaction Agreement (as applicable) with respect to the terminated Services shall automatically terminate (other than the rights to download Client Data from the Cloud Service in accordance with subsection 9.4(a)). Where Client has terminated this Agreement or a Transaction Agreement, as applicable, pursuant to subsection 9.2, Client shall immediately pay to Thentia all outstanding Fees and other amounts due hereunder for Services received up to the effective date of termination. Where Thentia has terminated this Agreement or a Transaction Agreement pursuant to subsection 9.2 or 9.3, Client shall immediately pay to Thentia (i) all outstanding Fees and other amounts due hereunder for Services received up to the effective date of termination, as well as (ii) all Fees that would have been due for the rest of the term had Thentia not terminated this Agreement or the Transaction Agreement, as applicable. Where the Transaction Agreement includes minimum fee or spend commitments over the term of the Transaction, the amount referred to in (ii) in the foregoing sentence shall be calculated as the aggregate amount of such minimum fee or spend commitments for the rest of the term that would have applied had Thentia not terminated this Agreement or the Transaction Agreement.

(c) Termination of a Transaction Agreement does not automatically terminate other agreements that may then be in effect between the Parties (even if such other agreements are in respect of Transactions which incorporate the General Terms). Each separate agreement between the Parties may be terminated in accordance with its respective terms and conditions. Termination of the Transaction Agreement automatically terminates the General Terms incorporated by reference therein only for the specific Transaction that has been terminated (subject to subsection 10.13).

9.5 Wind-down. On termination or expiration of this Agreement or any Transaction Agreement, the Parties may agree in writing for Thentia to provide, and Client to receive, Professional Services to facilitate Client's wind-down of Services. Such Professional Services will be provided at Thentia's then-current rates.

**ARTICLE 10
GENERAL**

10.1 Parties' Representatives. The Parties will each appoint a representative for the Services. The Parties' representatives will meet quarterly (or at other intervals agreed on by the parties appropriate) to review the performance of ongoing activities and discuss other items arising out of this Agreement.

10.2 Injunctive Relief. Client's breach of any restrictions set forth in this Agreement may cause immediate and irreparable harm to Thentia for which money damages may not constitute an adequate remedy. In such event, Thentia shall be entitled to seek injunctive or other equitable relief for any such violation or incident, without proof of actual damages.

10.3 Notices. Notices under this Agreement must be in writing and delivered by registered mail, email or by hand delivery to the addresses set out in the Transaction Agreement, or to any other address of which a Party may notify the other in writing from time to time. Notice by hand delivery shall be effective on the date delivered, notice by

registered mail shall be effective on the date received and notice by email shall be effective on the date sent, unless (a) the sender has received an error or similar message in respect thereof, in which case the notice is not effective; or (b) the email was sent later than 5 p.m. Toronto time, in which case the email notice is effective on the immediately following Business Day. If the last day of any time period falls on a Saturday, Sunday, or legal holiday, then the duration of the time period shall be extended to the next succeeding day that is not a Saturday, Sunday, or legal holiday. Time is of the essence of this Agreement.

10.4 Severability. If any provision of this Agreement or the application of any provision to any person or circumstance is determined to be unenforceable to any extent, the remaining provisions of this Agreement shall remain in effect if the essential provisions of this Agreement for each Party remain enforceable.

10.5 No Waiver. No failure or delay to exercise any right and no custom of the Parties may form a waiver of a Party's right to demand full compliance with this Agreement.

10.6 Force Majeure. If the performance by a Party (the "**Affected Party**") of any of its obligations (excluding payment obligations) under this Agreement is prevented, hindered, or delayed due to any cause beyond its reasonable control, including, work stoppages, natural disasters, catastrophic weather events, fires, riots, outbreaks of disease or pandemics, accidents, terrorism, war, unavailability of Third Party materials, or outages of power or communications networks (each a "**Force Majeure Event**"), and such non-performance, hindrance, or delay could not have been prevented by the Affected Party through use of reasonable precautions commonly taken in such Party's industry to prevent the effects of such a Force Majeure Event, the Affected Party shall not be liable for such non-performance, hindrance, or delay as long as the Force Majeure Event and its effects on the Affected Party continue. The Affected Party shall promptly notify the other Party in writing of the Force Majeure Event and the effect on the Affected Party's performance. The Affected Party shall employ commercially reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as practicable. Provided, however, that a Force Majeure Event shall not excuse non-payment by an Affected Party under this Agreement.

10.7 Relationship of the Parties. Thentia is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client's regulatory obligations or assume any responsibility for Client's business or operations. Each Party is responsible for determining the assignment of its employees and agents, and their respective contractors, and for their direction, control, and compensation.

10.8 Subcontracting. Thentia may subcontract obligations under this Agreement but will remain liable to Client for any subcontracted obligations.

10.9 Assignment. Client may not assign this Agreement, in whole or in part, without the prior written consent of Thentia. Any assignment or purported assignment in violation of this subsection 10.9 is null and void. This Agreement shall be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

10.10 Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

10.11 Entire Agreement. This Agreement (including any Transaction Agreement entered into after the Effective Date) is the entire agreement between the Parties about its subject matter and may not be amended except by an agreement in writing.

10.12 Governing Law. Any legal action or proceeding with respect to this Agreement shall be brought exclusively in a District Court in the State of Delaware, or the United States District Court for the State of Delaware. By execution and delivery of this Agreement, the parties irrevocably accept the exclusive jurisdiction of such courts and waive, to the fullest extent permitted by law, any objection that they may now or hereafter have to the jurisdiction or laying of venue of any such litigation brought in any such court and any claim that any such litigation has been brought in an inconvenient forum. The parties acknowledge that the acceptance of the exclusive jurisdiction of such courts is a material consideration for entering into and performing this Agreement.

10.13 Survival. Any terms and conditions of this Agreement which by their nature extend beyond the end of the Term will survive and remain in effect after the end of this Agreement. These include, without limitation, the Parties' rights and obligations under subsections 2.4, 3.1, 3.2, 3.3, 3.4, and 9.4, and Articles 5, 6, 7, 8 and 10 of these General Terms and section E.2. of the Transaction Agreement.

10.14 Execution and Delivery. This Agreement may be signed electronically and in any number of counterparts, all of which taken together will constitute one single document. The electronic exchange of signed copies (including PDF copies or other legible image files) of agreements will be (among other methods of delivery) sufficient to bind the Parties.

10.13 Waiver of Jury Trial. The parties irrevocably waive any right to demand that any action, proceeding, or counterclaim arising out of or in any way related to this Agreement or the relationship of the parties be tried by jury. This waiver extends to any right to demand a trial by jury arising from any source, including the Constitution of the United States or any state therein, common law, or any applicable statute or regulation. The parties acknowledge that they are knowingly and voluntarily waiving their rights to demand trial by jury and that such waiver is a material consideration for entering into and performing this Agreement.

[End of Exhibit A]

EXHIBIT B
TRANSACTION AGREEMENT
(Cloud Services)

This Transaction Agreement is attached as Exhibit B to the Master Services Agreement (the “**Agreement**”) dated effective as of as of 03-15-2022 between Thentia USA Inc. (“**Thentia**”) and Nevada State Board of Optometry (the “**Client**”) and is incorporated therein by reference. Unless otherwise defined in this Exhibit B, capitalized terms used in this Exhibit B shall have the meanings given to such terms in the General Terms attached at Exhibit A to the Agreement.

THENTIA USA INC.	Nevada State Board of Optometry
BY: <u>Julian Cardarelli</u>	BY: <u>Caren Jenkins</u>
Julian Cardarelli, Chief Executive Officer	Caren Jenkins, Exec. Dir,

A. Term and Automatic Renewal

1. Transaction Agreement Effective Date: 03-15-2022
2. Transaction Agreement Term: 1 year(s) from the date of the Transaction Agreement Effective Date, automatically renewing in accordance with subsection A.5. unless earlier terminated.
3. Initial Term: 1 year(s) from the Transaction Agreement Effective Date
4. Subsequent Term: 1 year
5. Automatic Renewal: This Transaction Agreement will renew automatically at the end of the Initial Term for a Subsequent Term. Thereafter, this Transaction Agreement will continue to renew at the end of each Subsequent Term for another Subsequent Term until terminated in accordance with the terms and conditions of the Agreement (the Initial Term and all Subsequent Terms, the “**Transaction Agreement Term**”). Either Party may terminate this Transaction Agreement effective on expiry of the then-current Initial or Subsequent Term by providing notice of non-renewal to the other Party at least 90 days' prior to the expiry of the then-current Initial Term or Subsequent Term.

B. Start Date of Services

The start date of the Services will be the Transaction Agreement Effective Date.

C. Notices; Party Representatives

1. Notices

Address for Notices for the Parties are as follows:

To Thentia	To Client
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Address: 60 Adelaide St. E, 3 rd Floor Toronto, Ontario, Canada, M5C3E4 Attention: Julian Cardarelli Email: ceo@thentia.com	Address: P.O.Box 1842Carson City, NV 89702, USA (775) 883-8367 Attention: Caren Jenkins Email: cjenkins@nvoptometry.org
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2. Party Representatives

The representatives of the Parties contemplated by the General Terms are as follows:

Thentia Representative	Client Representative
Name: TBD Contact: TBD	Name: Caren Jenkins Contact: cjenkins@nvoptometry.org

D. Description of Services

1. Statement of Work

Thentia will perform the Services described on the Statement of Work attached at Exhibit C to the Agreement.

2. Cloud Services and Professional Services

- a. Thentia will provide up to a maximum of 160 hours of Professional Services at no charge to Client in connection with onboarding the Client to the Cloud Services (implementation, configuration, customization, quality assurance, etc., as may be applicable). All Professional Services are subject to the foregoing limit on hours. Client acknowledges and agrees that if it would like to receive Professional Services beyond the 160 hours provided at no charge under this Agreement, then it will be required to enter into a separate agreement with Thentia setting out the terms and conditions, including applicable fees, with respect to such additional Services.
- b. Thentia will also provide cloud hosting and cloud support services in connection with enabling the Client to access and use the instance of Open Regulate customized and configured in accordance with the Services described in Section 1 of this Transaction Agreement (the "**Cloud Services**"). The Cloud Services are Thentia's SaaS, shall commence on the Transaction Agreement Effective Date and shall continue until this Transaction Agreement is terminated in accordance with its terms and conditions.
- c. The following lists the services to be provided:
 - Cloud Database Access - The Open Regulate database system for office users
 - External Web Portal Access - The Open Regulate external web portal applications for registrants, applicants, public and others
 - Daily Comma-Separated Value Data Feed - A data feed in CSV format of all Client data shall be provided by secure FTP
 - Daily Vulnerability Scannin
 - Daily PCI Compliance Scannin
 - Daily DAST Scanning
 - Information Security
 - Application Penetration Testing

3. Environments Available to Client

a. *Production*

- I. A production environment configured to meet uptime and information security requirements set out in this Transaction Agreement that is wholly separate from the non-production environment, sized to accommodate at least 30,000 registrants with load tested capacity equivalent to 5,000 requests per second.
- II. The production environment shall be available no less than 99.8% of each Contract Year (as hereinafter defined), excluding any unavailability or substantial non-functioning due to (1) regular scheduled maintenance or upgrades to the Cloud Services of which Thentia has advised Client in advance (via electronic portal, a message in the Cloud Service, e-mail or otherwise); (2) circumstances beyond Thentia's reasonable control; (3) Client's improper use of the Cloud Services; or (4) problems caused by Client's data, power, supply, hardware, software, database, network, web servers, internet connectivity, operation, or other environmental factors of Client not within Thentia's control.
- III. For each percentage decrease below 99.8%, the Client shall be entitled to a credit as against future Fees under this Transaction Agreement equivalent to 1% of the total Fees paid in the Contract Year in which Thentia did not meet the service level (such credit, a "**Service Credit**"), up to the Maximum Credit (as hereinafter defined). In order to receive such Service Credit, Client must notify Thentia in writing within ten (10) days of the end of the Contract Year for which the Service Credit is requested. Failure to comply with this requirement will forfeit Client's right to receive a Service Credit in respect of such Contract Year. Clients who are past due or in default with respect to any payment or any material contractual obligations to Thentia are not eligible for any Service Credit. In each Contract Year, the aggregate maximum Service Credit to be issued by Thentia to Client for all downtime that occurs shall not exceed 10% of the Fees paid in respect of such year (the "**Maximum Credit**"). Service Credits may not be exchanged for, or converted to, monetary amounts. Client acknowledges and agrees that its sole and exclusive remedy for unavailability of the Cloud Services or failure by Thentia to meet the target service level is receipt of a Service Credit (if eligible) in accordance with the terms and conditions of this subsection.
- IV. If a dispute arises with respect to the availability achieved in the Contract Year, Thentia will make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which determination shall be conclusive and binding on the Parties.

b. *Non-Production*

- I. A non-production environment configured to meet uptime and information security requirements set out in this Transaction Agreement that is wholly separate from the production environment and sized to accommodate at least 30,000 registrants with load tested capacity equivalent to 1,000 requests per second.

4. Business Continuity

- a. It will take Thentia no more than the following amount of time to get the Cloud Services up and running at the disaster recovery site following the occurrence of a disaster: **2 hours**
- b. No more than the following number of hours of data could potentially be lost following a disaster: **24 hours**
- c. The disaster recovery site will be built so that the Cloud Services can achieve the service levels set out in subsection D.3.a.ii while running at the disaster recovery site.

5. Datacenters in respect of Cloud Services

- a. Datacenters: Microsoft Azure, Amazon AWS and/or Google Compute Engine

6. Data Residency

- a. Thentia will ensure that all Client Data is stored and resident in the United States.

7. Thentia Documentation (if applicable)

- a. Documentation to be confirmed for each client on a case-by-case basis.
 - User Guide
 - Database Design Document
 - Data Dictionary
 - Software Architecture

- System Administration Guide
- System Requirements Specification
- Detailed Requirements Document
- Technical Requirements Document
- Analysis and Design Document
- Test Plan Document
- Technical Support Document
- Retention of Records Document
- Design Requirements Document

8. Acceptance Testing Specifications

- a. A quality assurance and user acceptance testing phase will be conducted in a test environment with the Cloud Services to demonstrate that they function as described in the applicable Documentation in all material respects.

E. Fees Payable, Payment Schedule and Related Terms and Conditions

1. Definitions

- a. “**Annual Per-Registrant Fee**” means \$7.80 (i.e., \$0.65 per licensee per month multiplied by 12).
- b. “**Contract Year**” means initially, the period commencing on the Transaction Agreement Effective Date and ending 12 months following the Transaction Agreement Effective Date, and thereafter, each successive 12-month period during the Transaction Agreement Term.
- c. “**Registrant**” means a Person that is registered with or licensed by the Client regulatory body in any respect, but excludes Persons that were formerly registered with or licensed by the Client regulatory body but have since retired, resigned or otherwise cancelled or had their license or registration terminated.

2. Fees; Payment Terms

- a. Fees are payable by Client to Thentia annually in advance in accordance with this subsection E.2.
- b. In respect of the first Contract Year, Thentia will issue an invoice to Client on the date hereof in an amount equal to \$6,567.60 (covering 842 Registrants at \$0.65 per licensee per month), which is the product of (i) the number of Registrants on the first day of such Contract Year, *multiplied by* (ii) the Annual Per-Registrant Fee.
- c. In respect of each Contract Year thereafter, within the first month of each such Contract Year, Thentia will issue an invoice to Client for Fees for an amount that is equal to the product of (i) the number of Registrants on the first day of such Contract Year, *multiplied by* (ii) the Annual Per-Registrant Fee.
- d. Client shall pay all invoiced Fees set out in this Agreement within 30 days of its receipt of the invoice.
- e. Client understands that its right to use the Services is limited by the number of Registrants Client has paid for. All fees are based on the number of Registrants purchased and there shall be no fee adjustments or refunds for any decreases in usage of the number of Registrants during any Contract Year. Thentia shall have the right to verify Client's compliance with the terms of this Agreement, including the number of Registrants utilizing the Services. If any such verification process reveals any noncompliance, including underreporting of the number of Registrants using the Services, then Client shall promptly reimburse Thentia for the reasonable costs and expenses of such verification process (including reasonable attorneys' fees) and cure such noncompliance.
- f. All amounts referred to herein are denominated in U.S. dollars.

[End of Exhibit B]

EXHIBIT C
Statement of Work

Attached

Signature Certificate

Reference number: UZLYV-YRR6N-RRUX2-HKHUD

Signer	Timestamp	Signature
Caren Jenkins Email: cjenkins@nvoptometry.org Sent: 01 Mar 2022 20:11:49 UTC Viewed: 01 Mar 2022 20:29:53 UTC Signed: 01 Mar 2022 20:45:10 UTC		 IP address: 71.83.103.55 Location: Gardnerville, United States
Julian Cardarelli Email: ceo@thentia.com Sent: 01 Mar 2022 20:11:49 UTC Viewed: 01 Mar 2022 23:54:49 UTC Signed: 04 Mar 2022 18:33:36 UTC		 IP address: 99.241.70.232 Location: North York, Canada

Document completed by all parties on:
04 Mar 2022 18:33:36 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





thentia cloud
FOR GOVERNMENT

Statement Of Work

Jan 27, 2022

Prepared for:

Caren Jenkins
Exec. Dir,

Nevada State Board of Optometry
Carson City, NV 89702, USA

Created by:

Amanda Prescia
Senior Account Executive

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1. REVISION HISTORY

Date	Version	Changes Made	Author
Jan 27, 2022	1.0	Initial Version	Amanda Prescia
March 1, 2022	1.1	Initial Date, Term	Marley Taylor

1.1. Key Stakeholders

Name	Role	Contact Number	E-mail Address
Caren Jenkins	Exec. Dir,	775-883-8367	cjenkins@nvoptometry.org
Kyle Pearce	Project Owner	1-800-961-1549	kyle.pearce@thentia.com

2. INTRODUCTION

2.1. Onboarding Overview

PRE-ONBOARDING STEPS (Nevada)

1. Thentia Sales on discovery/demo
2. Thentia Sales Team notifies legal of NVBO interest
3. Thentia creates SOW/Quote to NVBO

Nevada State Board of Optometry (NVBO) has engaged Thentia to provide its Thentia Cloud Software-as-a-Service. Thentia will provide Thentia Cloud configured in accordance with industry best practices and in support of NVBO's rules.

Thentia Cloud will allow NVBO to manage licensee information through an administrative workbench (the "Workbench"), allow prospective licensees to apply and update their information through the licensee portal, allow approved licensees to self-serve many key functions and provide public access to public information about licensees through the public register / license verification system consistent at all times with legislative authority.

2.2. Background Information

Information	Comments
Product - Implementation	• Application Portal • Licensee Portal • Inspections Portal • Public Register / License Verification • Online Complaint Submission • Administrative Workbench (Staff Portal) • Data Migration • Integration
Statement of Work (SOW)	Caren Jenkins is required to approve the SOW.
Licensee Renewal Period	Yearly
Legislation Changes	There are no legislation changes planned that will impact the implementation.
Agency Website	https://nvoptometry.org/
Integrations	• Payment Processor
Payment Processor	• TBD
Launch Target Date	Target dates are finalized upon completing onboarding requirements and are subject to resource availability.

3. BUSINESS OBJECTIVES

3.1. Business Need or Opportunity

NVBO's goals are to streamline business processes while providing automation, eliminating the potential risk of losing data, improved reporting and assuring data security with strict adherence to all State and Federal Privacy Laws.

The Expected Benefits are as follows:

- Improved reporting
- Improved data integrity
- Paper process reduction/elimination
- Automate processes where sensible and impactful to a material threshold of the licensee base (i.e. initial registration, exam registration, renewal of license, submission of complaints, change of status)
- An intuitive system for applicants, members, and NVBO staff.

3.2. Scope of Work

The onboarding process will deliver the items outlined in the scope section below. If there are any changes to the scope of work after it is approved, the onboarding will follow the change control process outlined in this document.

Deliverables	Additional Information
Applicant Portal	The web portal used by applicants to establish an account with the regulatory body and apply for a license. • Optometrist • Application for Licensure as a Nevada Optometrist • Application for License by Endorsement • Endorsements • Glaucoma Application • OPAC Application • Application For Certification Of A MOBILE OPTOMETRY CLINIC • Request For Additional Practice Location
Licensee Portal	The web portal used by existing licensees/registrants to view and update their profile, register and report on continuing education activities, make payments, renew their license and download wallet cards
Public Register	The public-facing licensee/registant database with searchable records displaying the licensee's profile, public notices, and any other information required by legislation
Online Complaints	Members of the public can submit a complaint against a licensee and detail specific information related to the complaint in support of any investigatory needs

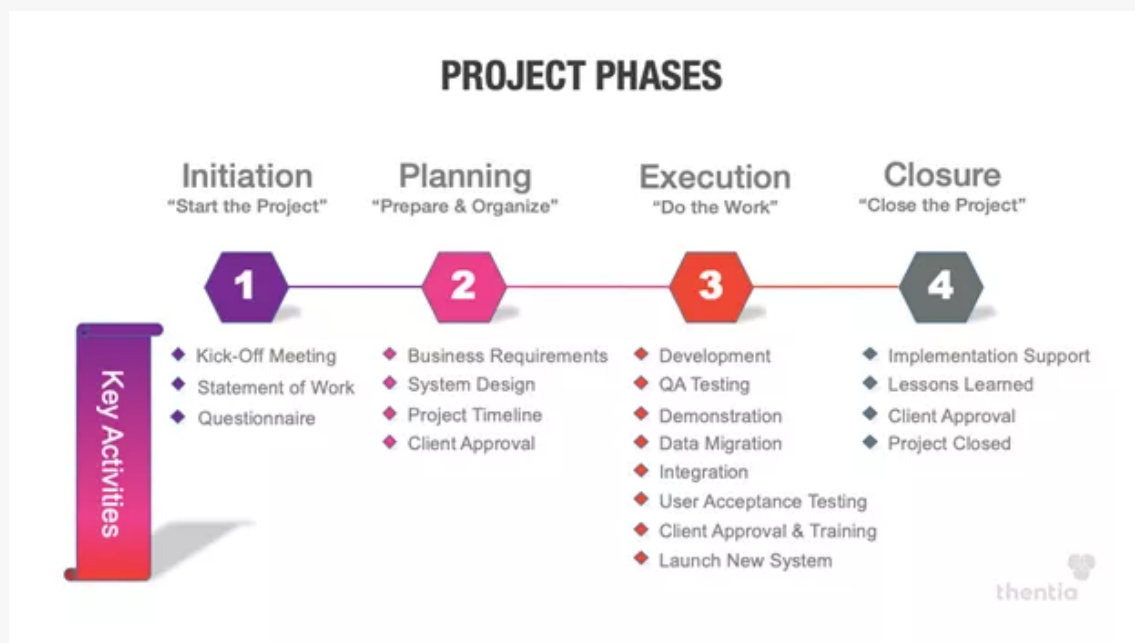
Deliverables	Additional Information
Workbench Staff Portal	- The administrative back-office used by NVBO staff to manage its licensees - This includes managing records and processes related to registrations and renewals, tracking continuing competence activities and certifications, issuing invoices, processing payments, tracking complaints and disciplinary procedures/enforcement activities and reporting analytics - Complaints and discipline can track and manage all incoming complaints, evidence, witnesses, investigators, statutory dates, and correspondence. From the investigation stage, through to various levels of hearings, along with the tracking of respective outcomes.
Integration	Payment Processor Integration
Data Migration	Provided by the NVBO in CSV format based upon Thentia's standard data dictionary and Excel templates
Accessibility Compliance	Must meet compliance standards including but not limited to WCAG Level A, and WCAG Level AA
Modern W3C Complaint Browser Support	All applications must run on modern W3C compliant browsers, including tablet and mobile device platforms such as Apple and Android. These browsers include, but are not limited to, current and the three last versions of Firefox, Opera, Google Chrome, Microsoft Edge and Safari and the most recent version of Internet Explorer (IE11).
Messaging	The system should have the ability to send mass e-mail to customizable lists of licensees, based upon the needs of the NVBO
Post-Onboarding Support	The customer success team will provide post implementation support to ensure system uptime (i.e. defects, training materials, how to questions)

4. PROJECT MANAGEMENT

4.1. Project Approach

Thentia adopts a best practice that conforms to the standards and guidelines outlined in the Project Management Body of Knowledge (PMBOK) Guide, Project Management Life Cycle defined and published by the Project Management Institute (PMI). The project lifecycle is the sequence of phases the project goes through from the initiation phase to project closure.

The diagram below highlights the key activities and deliverables within each phase of the project. Additional information may be identified during the planning phase that may entail the addition of new activities, tasks and deliverables required to complete the project.



4.2. Onboarding Initiation

The initiation phase starts the onboarding project with two main objectives; an introductory meeting to review and confirm the high-level objectives and the second objective is the creation of the Statement of Work (SOW) that outlines the business need, defines the scope, the key deliverables, and the project management approach.

Key Activities	Deliverables
Conduct Client Kick-off	• Introductory meeting
Create Statement of Work (SOW)	• Statement of Work (SOW) document
Provide Optional Questionnaire	• Supplementary information to enhance scoping

4.3. Onboarding Project Planning

The planning phase entails identifying all the work and the deliverables required to complete the onboarding project successfully. It begins with capturing and documenting the configuration business requirements and configuring the system to meet those needs. From here activities, tasks and estimates are identified and used to create a realistic onboarding project schedule to complete the onboarding.

Key Activities	Deliverables
Collect and document business requirements	• Business Requirements (Mock-ups, Data Mapping Analysis) • Formal sign-off of the business requirements
If additional information is discovered during the business requirements, it may require changes to the SOW. Note: Changes to the SOW may impact the project schedule and potentially delay the launch date.	• Statement of Work (SOW) Document
Create a project schedule listing all the activities required to complete the project.	• Project Schedule
Formal sign-off on the SOW.	• Statement of Work (SOW) document signed

4.4. Onboarding Project Execution

The implementation phase entails carrying out and completing the deliverables outlined in the Statement of Work in accordance with the activities, tasks, and milestones in the project schedule.

Key Activities	Deliverables
Configure the product in accordance with the business and system requirements.	• Applicant Portal • Licensee Portal • Inspections Portal • Public Register • Online Complaints • Workbench Staff Portal
Data Migration - mapping, loading the data, and validations	• Data Migration Mapping • Convert Client Provided Data
User Acceptance / Training	Participants will have access to a test environment to perform user acceptance testing. Training materials will be provided.
Information Security Screening	An information security screening is performed upon final release. Based upon a screening, a combination of automated and manual testing may be further performed, including based upon materiality of the changes penetration testing or bug bounty for a limited period to ensure system integrity and security
Deployment - preparing to deploy everything to the production environment	• Deployment Plan • Production Deployment
Launch the system	System is now live!

4.5. Onboarding Project Closure

After the system has been successfully deployed to production and meets the items outlined in the scope of work, the focus in this last phase of the onboarding project is to provide post-production support, document lessons learned and archive project artifacts.

Key Activities	Deliverables
Complete Sign-Off Form	• Project sign-off form
Identify areas for improvement	• Lessons learned

Key Activities	Deliverables
Officially close the project	• Archive documentation • Project closed

4.6. Post-Onboarding Support

The onboarding team will provide post implementation support for a period of 10 business days from the day the new system has been successfully launched / deployed to production. During this period, the onboarding team will resolve outstanding bugs/defects and address any questions related to the onboarding.

After the post implementation support period ends, the new system will be transitioned over to the customer service desk. The customer service desk will continue to provide client support moving forward. The onboarding team resources will be reassigned to work on other initiatives.

All requests for changes outside the original scope for the new system will be required to follow the change request process, which is initiated by creating a request for change ticket through the customer service desk.

4.7. Onboarding Schedule

The onboarding estimates are based on the following key areas required to complete the requirements, the design, the configuration, testing and information security screening:

- Applicant Portal
- Licensee Portal
- Inspections Portal
- Public Register
- Online Complaints
- Administrative Workbench
- Data Migration

NOTE: Once the requirements are completed, Thentia will review and estimate the effort to complete the work and provide an updated onboarding project schedule.

4.8. Onboarding Project Success Criteria

The success of the onboarding project will be measured using the following criteria:

- Performance of the system against the system requirements
- Delivered quality product within original scope and timeframe

- Client satisfaction (met expectations, benefits realized)
- Training is provided ensure the Thentia Cloud system is used within the system's design goals

4.9. Acceptance Criteria

The onboarding project will be deemed complete when all deliverables outlined in this Statement of Work have been completed and delivered to NVBO, including all association documentation drafted because of the work.

4.10. Assumptions, Constraints, Risks

Category	Description
Assumptions	Resources will be available by both NVBO and Thentia to adequately implement the product within the mutually agreed timelines.
Constraints	There are no constraints identified at the time of completing the Statement of Work (subject to change as new constraints may be identified during product implementation)
Risks	The following will have an impact on the implementation schedule and could potentially delay the launch date. • Data Migration - poor data / missing information may require additional time to address / resolve • Unreasonable delays in providing necessary information - Delays in responses, cancellation of scheduled meetings, user acceptance testing and other related feedback/information. • Integration - unexpected delays or non-cooperation by 3rd party stakeholders or vendors.

4.11. Issue Management

Onboarding project-related issues will be tracked, prioritized, assigned, resolved, and communicated in accordance with project management procedures.

An issue is something currently happening that is having a negative impact on the project and requires resolution for the project to proceed successfully. Issue management is the process of identifying, analyzing, responding to, and tracking issues facing the project. The objectives of issue management are as follows:

- Identify and record issues clearly
- Use Issue Log to document issues properly
- Determine the impact of each issue
- Prioritize issues and report on their status
- Review all issues and decide on a course of action

-
- Take the steps needed to resolve issues quickly

4.12. Change Control

The change control process will be consistent with Thentia's project management standards and guidelines to ensure that each change proposed during an onboarding project is adequately defined, reviewed, and approved before implementation. The change control process helps avoid unnecessary changes that might disrupt services and ensures the efficient use of resources.

The Change control contains six stages:

1. Proposing a Change
2. Summary of Impact
3. Hour Estimation
4. Decision
5. Implement a Change
6. Closing a Change

All aspects of the change request are managed through our service desk system – approval of the change request takes place directly within the support system and will be required before any configuration effort can begin.

1. Change Proposal

This process gives the ability for Thentia and NVBO to suggest a change to the project. A series of questions are answered when submitting the change request through the service desk system which includes a summary of the requested change, location of the change and context behind the change. You will also can request professional service assistance in creating the documentation for the change request.

2. Impact Analysis

This process is carried out by the project manager, who will consider the overall effect on the project, covering the following items:

- Quantifiable cost savings and benefits
- Legal, regulatory, or other unquantifiable reason for change
- Resources required
- Impact on other projects and business activities
- New risks and issues
- After this assessment, the project manager recommends whether to carry out the change.

3. Hour Estimation

All parties involved will provide estimates for completion of the change. The minimum number of hours used to carry out a change request will be three hours. The hour estimate provided by the service desk includes:

- Project Management time
- Professional Services time

- Configuration time
- Quality Assurance time

4. Decision

This process involves a review of the change request by an approved authority who will consider all the information provided in the ticket and person making the request.

The decision will be one of the following:

- Accept
- Accept with comments and special conditions
- Reject

5. Implementing a Change

If the change is approved, it enters a change request queue with support to be implemented. As part of the planning, a regression test plan and information security screening is needed to scope materiality of the change.

Implementation will go through the following stages:

- Approval
- Configuration
- Quality Assurance Testing
- Corrections (if necessary)
- Quality Assurance Testing (if necessary)
- User Acceptance Testing
- Push to Production

6. Closing a Change

Once implemented and pushed to the production environment the ticket is closed and the change request is deemed complete.

4.13. Stakeholders, Roles and Responsibilities

The following table highlights the stakeholders, roles, and responsibilities within the implementation. These are subject to change depending on the project requirements.

Stakeholder	Role	Responsibilities
-------------	------	------------------

Stakeholder	Role	Responsibilities
Agency Sponsor	Project Sponsor	- Reviews and approves Statement of Work document - Participates in review sessions to collect and document the business requirements - Participates in meetings when required - Participates in the training and data conversion activities - Serves as a subject matter expert for NVBO requirements
Agency Staff	Subject Matter Experts	- Participates in meetings when required - Participates in design of business process definitions - Provides a list of all data required to load into the new system - Conducts data clean-up to ensure the data is accurate and up to date. - Conducts User Acceptance Testing (UAT)
Thentia Project Manager	Project Manager	- Actively manages, communicates, and mitigates project risks and issues and escalates when necessary - Manages sponsor, stakeholder, and team expectations throughout the project - Provides detailed project planning documentation (Statement of Work, Risk Management Log, Status Reports, Schedule, etc.) - Responsible for managing the execution of all project milestones/deliverables - Provides leadership and actively manages the project team resources within the confines of the project - Organizes Inter-Departmental work groups and team meetings, when necessary - Monitors project progress; individual and team performance against work estimates and assists when necessary to ensure that the project stays on schedule, cost, scope and quality - Manages project scope and escalates issues where necessary - Provides project updates and status reports to all project stakeholders - Resolves cross-functional issues at project level, escalates where necessary
Thentia Project Coordinator	Project Coordinator	Assists the Customer Success Manager with the coordination of resources, meetings, and information

Stakeholder	Role	Responsibilities
Project Team	Onboarding Analyst	- Assist in defining the project - Gather requirements from business units or users - Works closely with the onboarding configuration team to ensure data is mapped and loaded in the new system correctly. - Works closely with NVBO to ensure the project meets business needs. - Test solutions to validate objectives - Provide training
Project Team	Onboarding Architect	- Review the business requirements, the system requirements, and the business process flow to map requirements to available system functionality - Provide estimates to complete the configuration work based on the business and system requirements
Project Team	Onboarding Configuration Team	Configures the system from requirement specifications and any related documentation.

4.14. Risk Management

Risk management is the process of identifying possible risks, assessing their potential impact on the project, and then configuring and implementing a plan for minimizing any negative effects. All risks will be monitored and tracked through the risk log.

Risk Management Objectives:

- Identify all potential risks
- Identify high impact/high priority risks
- Risk identification and analysis process
- Communicate to all stakeholders

5. COMMUNICATIONS PLAN

The overall objective of a Communication Plan is to promote the success of the project by meeting the information needs of all project stakeholders. The Project Communication Plan defines the project's communication, frequency, the goal, and the audience that are necessary for project success.

The intended audience of the Project Communication Plan is the project manager, project team, project sponsor and any stakeholder whose support is needed to carry out the communication plan.

Communication	Frequency	Goal	Owner	Audience
Kick-Off Meeting	Once	Introduce the Customer Success Manager and Onboarding team. Review Objectives	Customer Success Manager	Project Sponsor Project Team Stakeholders
Implementation Status Report	Bi-Weekly	Review implementation status and discuss any potential issues, delays or risks.	Customer Success Manager	Project Sponsor Project Team Stakeholders
Go-Live Valuation	Post-Go-Live	Gather feedback and discuss next steps for success check-ins	Customer Success Manager	Project Sponsor Project Team Stakeholders
Success Plan Reviews & Other Engagement	Quarterly	Structured feedback pathways to ensure continued success	Customer Success Manager	Project Sponsor Stakeholders

6. QUALITY ASSURANCE PLAN

Thentia adopts an iterative approach to ensure a high level of quality during the configuration, testing and final delivery of its service.

6.1. Testing Approach

Onboarding Configuration Team

- Configures each module in accordance with the business requirements
- Conduct unit, regression and system test
- Resolve variances as needed

QA Team

- The QA Team will execute test scenarios using test cases, recording the results 'Pass or Fail'
- If the test fails, a 'Bug' ticket is created and assigned to the configuration team
- Re-test defects, re-assigns to the configuration team if not resolved
- QA continues with the testing until each test scenario has achieved a score of 'Pass'

User Acceptance Product Review

- NVBO staff will have access to a UAT environment to perform user acceptance testing.
- NVBO provides the test results to the implementation specialist who reviews and adjusts the configuration as needed.
- NVBO continues with testing until all test scenarios are completed and defects have been resolved.

Delays in providing feedback or performing user acceptance testing during the product review will impact the project schedule and potentially delay the launch date.

6.2. Defect Management

When a defect is identified during QA testing or during the user acceptance product review a 'Bug' ticket is created and assigned to the onboarding configuration team to resolve. Once this is completed, the 'Bug' ticket is re-assigned to the QA team and/or the UAT team for further testing. This process is repeated until the defects are fixed.

7. DATA MIGRATION PLAN

Data migration is the process of moving data from its current source to Thentia Cloud. The process involves cleaning up the data, assessing the data quality, mapping the source to the target, loading the data into Thentia Cloud and performing verification procedures to ensure data is loaded correctly in to Thentia Cloud.

Thentia will conduct an initial assessment of the data looking for any inconsistencies, duplicates, missing data, etc.) and provide feedback as needed. NVBO will send Thentia an Excel spreadsheet in Thentia's standard format (CSV) for review by secure data transfer:

The following is a summary of events to clean-up the data:

1. NVBO to update the Excel spreadsheet (CSV) files and clean-up the data where applicable and send the files to Thentia by secure transfer
2. The Onboarding team will load the data into Thentia Cloud, validate and identify any data issues
3. Discuss and review any data issues found with NVBO for resolution
4. Repeat steps 1 through 3 until all the data is cleaned and loaded successfully
5. NVBO will have access to the new system to conduct additional testing to validate the data

NVBO owns the data. Thentia will make data formatting changes for operability within Thentia Cloud. Any data changes will not be made by Thentia without NVBO's approval. If the data quality is poor (i.e. data is missing values or information is incorrect) during the data migration, it will impact the project schedule and potentially alter or delay the launch date.

The following table outlines the responsibilities for completing each activity.

Migration Activity	Thentia - Responsible for	NVBO - Responsible for
Cleaning and preparing source data		• Clean-up of the source data (i.e. duplicate email or home addresses) • Send copy of the existing data (the source) in the format of Excel (CSV).

Migration Activity	Thentia - Responsible for	NVBO - Responsible for
Data Assessment	Assess the source data, looking for data inconsistencies, incorrect or duplicate data (i.e., duplicate e-mail address, multiple home addresses with variations of the same street / city, etc.	- Assess the source data, looking for data inconsistencies, incorrect or duplicate data (i.e. duplicate email address, multiple home addresses with variations of the same street / city, etc.) - Additional data clean-up may be required
Data Mapping	Map the source data to the target data workbook provided by Thentia	- Provide clarification if needed, mapping the source data to the target data. - Define business rules, if applicable
Load the Data and Test	- Load the data into the new system, identify any data inconsistencies, verify data conforms to the business rules - Update data mapping, if required	- Clean-up the data, if required - Review and update business rules, if required - Assist in resolving data inconsistencies
User Acceptance Review		Conduct smoke test to ensure the data loaded meets the business requirements Feedback must be provided by the target deadline which will be communicated prior to commencing the user acceptance product review

8. TRAINING PLAN

The purpose of the training is to assist NVBO in gaining full benefit from its Thentia Cloud environment. Training is performed by a series of online sessions focused on using Thentia Cloud to achieve the desired business objectives outlined at the commencement of the onboarding project.

The Training Plan provides for the following:

- Perform a needs Assessment (i.e., Identify key areas that may require more in-depth training)
- Provide training on Thentia Cloud through Online Sessions that are recorded and provided to NVBO
- Support (i.e., follow up questions) via the customer service desk

Training will cover:

- General Overview - Explaining general terminology, icons, navigation, login and logout, secure usage of the platform, setting up MFA and maintaining the security of the system
- Administrative Workbench
- Applicant Portal
- Inspector Portal
- Licensee Portal
- Public Register
- Reporting and Analytics

After the first round of training is completed additional training sessions can be scheduled as needed through the Service Desk.

At the end of the training, NVBO will have the knowledge and skills required to support their business operations through the Thentia Cloud system.

Materials for Agenda Item

No. 8

REQUESTS FOR DECLARATORY RELIEF

- a. ROBERT HORNER, O.D. - OPTOMETRY
CONTRACTS FOR OUTSIDE
ADMINISTRATIVE SERVICES**
- b. JASON BOLENBAKER, O.D. - TASKS THAT
MAY BE DELEGATED TO TECHNICIANS
OR OTHER STAFF**

From: Robert Horner <robertkhorner@yahoo.com>

Sent: Wednesday, April 26, 2023 8:10 PM

To: Admin <admin@nvoptometry.org>

Subject: Help on a legal question

I am an optometrist who has had a contract with Walmart here in the Reno area and Fallon for over 10 yrs. Over this time, I have been paying Walmart to provide administrative services, this is separate from the contract to lease the space and equipment. The administrative services consist of the optical department performing conformation calls and scheduling patients when I and my staff are not present (my closed hours and vacation). I have been using a scheduling book and now a computer scheduler. They do not have any other access to my patient records. I also had this set up while I was at Sears. I am not the only optometrist in the Walmart system here in Reno who has this arrangement with Walmart (again, we pay for this service).

On Monday April 24, 2023, the optical staff was told that the Walmart legal team claims that this arrangement it in violation to Nevada State Optometry laws. They claim it states in our state laws that Walmart is not legally allowed to do any scheduling of the doctor's appointments. When asked where in the laws it states that, Walmart was unable to tell us.

I have looked throughout the statutes (Chapter 636) and cannot find any place that states that an optometrist cannot hire another entity to provide administrative (i.e., scheduling appointments, confirmations calling, Insurance billing, and billing). The only thing I can find is in **NAC 636.240 #3**.

.... no contract can **“authorize the person who is not licensed to have access to the medical records of the licensee's patients.”**

If this is what they are using, it does not seem to make sense to me. We only have them schedule appointments, the optical staff does not have any access to the medical records. My schedule and medical records are kept separate.

If this does apply, then how is it different to optometrists who hire calling & scheduling companies or outside medical billing agencies. Also, for us who use EMR that are cloud bases, these are companies who we pay a fee to monitor and manage the programs and servicers that we are using for the EMR.

Can you give me some explanation for this. If our laws do not prohibit Walmart optical from scheduling our appointments, will it be possible that I can get a letter from the board informing Walmart that it is legal to have them provide this service to us?

Thank you for all your help.

Dr. Robert Horner

From: [Admin](#)
To: [Caren Jenkins](#)
Subject: FW: Scope of delegation
Date: Wednesday, June 21, 2023 11:59:09 AM

From: JASON BOLENBAKER <drb@visionaryeyecenter.com>
Sent: Wednesday, June 14, 2023 3:29 PM
To: Admin <admin@nvoptometry.org>
Subject: Scope of delegation

Does the Board have an opinion or issue with a staff member within an optometry office performing the following tasks:

- 1) Assessment of fit and power of a contact lens at follow up with or without doctor supervision or presence on site. Would an NCLE or Nevada Optician License be required or would they be covered under my license? Would it make a difference if the doctor had already seen the lens on the patient at dispense?
- 2) Perform eyelid/skin surface treatments like Zest, Intense Pulsed Light (IPL), Radiofrequency or other aesthetic procedures? Again with or without doctor supervision or presence on site (but with a doctor's order to perform said procedure)? Would they need an aesthetician license? Or would they be covered under my license?

Thanks.

--

Dr. Jason Bolenbaker
Visionary Eye Center
8175 S. Virginia St Ste B900
Reno, NV 89511
(775) 827-1100

Materials for Agenda Item No. 9

2023 – 2024 BUDGET

**BUDGET COMPARISONS AND PROPOSAL
NEVADA STATE BOARD OF OPTOMETRY**

JUNE 22, 2023

	A	B	C	D	E	F
1	CHART OF ACCOUNTS	2020-21 ACTUAL	2021-22 ACTUAL	2022-23 ACTUAL	2023-24 PROPOSED	Explanation of proposed column
2						
3	INCOME					Reserve Accounts approx. balance: \$317,000 as of July 1, 2023
4	New license applications	\$ 26,469	\$ 31,829	\$ 21,041	\$ 32,000	
5	Certifications, add location, change addr.	\$ 65,762	\$ 46,637	\$ 14,872	\$ 46,000	
6	License renewals	\$ 256,837	\$ 164,006	\$ 250	\$ 394,000	biennial renewal began in 2020 and is net after rebates of approx \$85,000. 2023 is \$750 x 525 licensees
7	SUBTOTAL: LICENSE FEE-RELATED REVENUES	\$ 349,068	\$ 242,472	\$ 36,163	\$ 472,000	
8	Merchant fees	\$ 828	\$ 919	\$ 562	\$ -	Discontinued per statute
9	Penalties (See line 46)	\$ -	\$ 2,000	\$ 6,852	\$ -	Penalties are always a pass through (see line 46)
10	Interest earned	\$ 534	\$ 180	\$ 649	\$ 534	
11	SUBTOTAL: IRREGULAR SOURCES OF INCOME	\$ 1,362	\$ 3,099	\$ 8,063	\$ 534	
12	TOTAL INCOME	\$ 350,430	\$ 245,571	\$ 44,226	\$ 472,534	
13						
14						
15	EXPENDITURES					
16	OPERATIONS					
17	Bank charges	\$ 87	\$ 107	\$ 53	\$ 60	
18	Org. Memberships	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	ARBO
19	Office Equipment	\$ 720	\$ 750	\$ 50	\$ 750	REMOTE OFFICES ONE-SHOT
20	Computer hardware & software purchase	\$ 500	\$ 750	\$ 838	\$ 750	REMOTE OFFICES ONE-SHOT
21	Office Supplies & Expenses	\$ 1,647	\$ 1,236	\$ 1,767	\$ 1,200	REMOTE OFFICES ONE-SHOT
22	Shipping, postage, delivery	\$ 258	\$ 908	\$ 537	\$ 700	
23	Printing & copying	\$ 260	\$ 275	\$ 269	\$ 270	Copy machine/scanner service contract
24	Quickbooks Merch Processing	\$ 2,104	\$ 19,190	\$ 1,538	\$ 9,500	Approx 3% including monthly, per transaction and % fees with current, but reduced by half with Thentia
25	Website creation and updating	\$ 4,016	\$ 7,055	\$ 5,021	\$ 8,750	THENTIA \$6500 + Revamp landing page \$2250 - OR - Update current \$7000 + Revamp landing page \$2250
26	Misc. Expense	\$ 3,864	\$ 244	\$ 5,356	\$ -	
27	SUBTOTAL OPERATIONS	\$ 14,456	\$ 31,515	\$ 16,429	\$ 22,980	
28	PERSONNEL COSTS					
29	Wages	\$ 147,386	\$ 151,603	\$ 139,879	\$ 254,000	E.D. \$95,000, L.M. \$63,000 w/ER paid PERS, Exempt - increase LM to Full-time =\$158000. PLUS \$116,000 which includes 3 months with CCJ + COLA, 6 retention payments of \$500 = \$3000, and ONE-SHOT retirement payout of accum. leave = \$28,000
30	Taxes	\$ 1,858	\$ 109	\$ -	\$ -	
31	Company PERS contribution	\$ 26,694	\$ 35,160	\$ 39,385	\$ 52,930	changing from 29.75% to 33.5% of gross wages x rate identified above
32	Company Health Subsidy, Medicare	\$ 23,977	\$ 23,058	\$ 21,606	\$ 23,000	

JUNE 2023
FINANCIAL REPORT AND PROPOSED 2023-24 BUDGET

	A	B	C	D	E	F
						REMOTE accommodation of \$300/month to maintain internet, pay for cell service, set aside space, increased home operations cost incl. insurance for work at home
33	Other EE Compensation	\$ 17,528	\$ 9,830	\$ 4,804	\$ 7,200	
34	Cost of Payroll	\$ -	\$ 100	\$ -	\$ -	
35	Workers Comp Insurance	\$ 1,281	\$ 583	\$ 2,388	\$ 1,200	
36	SUBTOTAL PERSONNEL	\$ 218,724	\$ 220,443	\$ 208,062	\$ 338,330	
37	FACILITIES COSTS					
						FY lease buy-out + July rent (\$927.42/mo w/\$0 CAM until July 2025 or until re-rented)
38	Rent/Lease	\$ 14,524	\$ 14,164	\$ 14,605	\$ 11,600	
39	Utilities	\$ 5,115	\$ 5,575	\$ 6,324	\$ 600	reduced due to remote work
40	Liability Insurance	\$ -	\$ 371	\$ 27,492	\$ 545	
41	SUBTOTAL FACILITIES	\$ 19,639	\$ 20,110	\$ 48,421	\$ 12,745	
42	OUTSIDE CONTRACTS					
43	Audit & Bookkeeping Svcs	\$ 6,657	\$ 12,927	\$ 15,900	\$ 15,000	
						Estimated \$1500/mo to cover current appeal + regular DAG activities
44	Lobbying & Legal Fees	\$ 13,849	\$ 9,000	\$ 18,000	\$ 18,000	
45	Other Services Cost	\$ 772	\$ 2,049	\$ -	\$ 3,000	LCB fee to write Regs
46	SUBTOTAL OUTSIDE CONTRACTS	\$ 21,278	\$ 23,976	\$ 33,900	\$ 36,000	
47	COMPLAINTS, MEETINGS & TRAVEL					
48	Travel - Board & Staff	\$ 3,082	\$ 2,437	\$ 4,283	\$ 5,000	
49	Investigations and Hearings costs	\$ -	\$ -	\$ 1,852	\$ -	
50	Penalties to State General Fund (See line 9)	\$ -	\$ 2,000	\$ 5,000	\$ -	
51	Board Pay	\$ -	\$ 2,400	\$ 4,283	\$ 2,400	
52	SUBTOTAL MEETINGS, BOARD & TRAVEL	\$ 3,082	\$ 6,837	\$ 15,418	\$ 7,400	
53						
54	TOTAL EXPENDITURES	\$ 277,179	\$ 302,881	\$ 322,230	\$ 417,455	
55						
56	NET OPERATING INCOME	\$ 73,251	\$ (57,310)	\$ (278,004)	\$ 55,079	

Materials for Agenda Item No. 10

**EXECUTIVE DIRECTOR POSITION APPLICATIONS
RECEIVED FROM:**

**MERELYN BELL
and
ADAM SCHNEIDER**

Merleyn Bell

Reno, Nevada | 405.420.4639

merleyn@gmail.com

<https://www.linkedin.com/in/merleynbell>

June 9, 2023

Nevada State Board of Optometry
Attn: Stephanie Lee, O.D.

Dear Dr. Lee,

I'm writing to express my interest in the position of Executive Director. I'm confident that the skills and knowledge I have gained serving in two state governments would be of great use to the Nevada State Board of Optometry.

During the 82nd Legislative Session, I had the pleasure of serving as Policy Advisor to Nevada Speaker Steve Yeager. In this role I reviewed hundreds of bills and made recommendations based on current NRS and NAC statutes. I also served as a liaison between the Speaker and the executive branch, government agencies, lobbyists and other special interest groups, and coordinated closely with the LCB in the creation of policy briefs and fiscal notes.

In 2022, I ended my four-year tenure as a member of the Oklahoma House of Representatives. During that period, I served on several committees and was very proud to Co-Chair the bipartisan Legislative Diabetes Caucus and Legislative Mental Health Caucus. I also authored and co-authored legislation, hosted interim studies, and led a small team of employees in service of the constituents of my district.

I've had the privilege of being in service to my community in leadership roles throughout my career. I'm especially proud of my service as a board member for several nonprofits in my hometown of Norman, OK, where I was able to broaden my skill set while also serving those in need. As a result, I now have experience in budgeting and accounting, grant writing and awarding, disciplinary proceedings, database and contract management, media relations, and so much more.

I'm eager to continue my career in public service here in Nevada and believe the Board of Optometry would be the perfect place to do so. I look forward to discussing this opportunity with you and the hiring committee.

Sincerely,



Merleyn Bell

Desired Salary: \$95,000+

Merleyn Bell

Reno, Nevada | 405.420.4639

merleyn@gmail.com | <https://www.linkedin.com/in/merleynbell>

People. Policy. Progress.

Committed people-centric leader dedicated to strategic planning and development of productive communities of belonging, connection, and transformation. Known for a creative and considered approach to problem solving, intentional cultivation of relationships, and the ability to simplify complex conversations for best understanding. Devoted to talent and team development including collaboration, courage, and critical thinking as foundations for cultures of successful innovation. Adaptable and responsive to the shifting needs of the organization while maintaining clarity of priorities for growth.

STRENGTHS AND SPECIALTIES

Policy Development and Support
Community, Activism, and Advocacy
Campaign Consulting and Management
Courageous Leadership

Negotiation and Conflict Management
Strategic and Organizational Agility
Change Leader and Influencer
Education, Training, Facilitation

PROFESSIONAL EXPERIENCE

State of Nevada, Legislative Assembly
Policy Analyst, Reno, NV.

2022 to Present

I work in the Assembly leadership office, providing guidance and insight to the Speaker and his team. Duties include but are not limited to:

- Reviewing and evaluating new bills
- Proposing suggestions to improve the effects of proposed policies
- Creating, editing, and amending policy drafts
- Liaising with stakeholders to determine needs and goals
- Assessing the pros and cons of current policies

State of Oklahoma, House of Representatives
State Representative – District 45, Norman, OK.

2018 to Present

Co-Chair, Legislative Diabetes Caucus
Co-Chair, Legislative Mental Health Caucus
Member, House Finance Committee
Member, Energy and Natural Resources Committee
Member, Elections and Ethics Committee

Policy Analysis and Development

- Hosted policy studies including disabilities, compliance, elections and ethics
- Authored and/or co-authored a variety of bills in the areas of education, health, regulatory, elections, and criminal justice policy

Talent and Team Development

- Developed a campaign team of seven with 0% turnover between hire and election day
- Focused on a culture of belonging, value, and collaboration
- Established and maintained relationships with government agencies at the local, state, and federal level

Fundraising Achievements

- Record setting fundraising milestones
- Greater ratio of winning margin to campaign spend than any candidate in the district for nearly twenty years

Reporting

- Personal commitment to preparing and submitting documents to the Ethics Commission, on time, and with zero error

Cobalt Prairie Founding Partner

2017 to Present

Consulting agency designed for the support of political organizations working to create an equitable and sustainable future for all Oklahomans through strategic planning, campaign management, and consulting services.

World Literature Today Art Director

2005 - 2017

World Literature Today is a bimonthly magazine of international literature and culture that serves international, state, and university communities by achieving excellence as a literary publication, a sponsor of literary prizes, and a cultural center for students at the University of Oklahoma.

Talent and People Management

- Hiring and selection of staff and volunteers, training and development, employee relations and human resources

Relationship Management

- Nurtured relationships with board members and major donors

Design and Operations

- Print and production design, event planning and logistics, design consultations, and editorial calendar maintenance

Budgeting and Financial Acumen

- o Understanding and management of university and foundation accounting, charting of accounts, departmental budgets, and expense management, during a significant funding downshift without reduction of quality

Bell Design

2006 to Present

Founding Partner, Creative and Design Consultant

Professional graphic design and consulting services to a variety of clients in the nonprofit sector including Oklahoma Humanities, Thunderbird Clubhouse, the Carl Albert Congressional Research and Studies Center, University of Oklahoma Honors College, University of Oklahoma Libraries, and the Xenia Institute.

COMMUNITY SERVICE**Together Oklahoma, Tulsa, OK.**

2015 - 2017

Statewide Communications Chair

Nonpartisan coalition to secure a robust future for citizens. Education and advocacy group connecting values to budget priorities. This focus includes the best way to provide inclusive prosperity, thriving economies, and communities of equity, safety, and prosperity.

The Communications Chair is responsible for a team of more than 100 communications volunteers including selection, training, and project management for a variety of stakeholders including citizens, legislators, and stakeholders across the state. The Communications Chair is also charged with relationship growth and synergistic partnerships with media along with stewarding a robust volunteer management system.

United Way, Health Impact Council, Norman, OK.

2014 - 2016

Council Member

United Way of Norman funds 40 programs and 28 organizations in the area. Council members are involved in the grant process from establishing procedures for application to reviewing budgets and making funding recommendations. This includes education and coaching for participating organizations to maximize funding success, engaging in thorough review for accuracy and relevance to served communications, and ensuring appropriate usage of funds and progress towards goals.

EDUCATION & CREDENTIALS

Dare to Lead Trained Leader, 2021, Oklahoma

Bachelor of Arts (B.A.) Geography, University of Oklahoma, Norman, OK.

ADAM SCHNEIDER | 509-230-4906 | ADAMASCHNEIDER@GMAIL.COM |

April 26, 2023

Nevada State Board of Optometry
NVOptometryED@gmail.com

Dear Nevada State Board of Optometry:

Please see the enclosed resume for your consideration for the Executive Director position.

As you will see upon your review, I have over fifteen years of related experience working exclusively with and for healthcare providers representing them in high-intensity professional negligence litigation. Part and parcel of this experience, I have developed excellent oral advocacy and writing skills at both the trial court and appellate court levels, as well as a vast knowledge of medical terminology inclusive of optometric and ophthalmologic concepts. I have years' worth of paralegal and associate attorney management with task delegation and oversight of such tasks to implement a variety of legal strategies to successful resolution.

I also have substantial experience working with multiple Nevada State medical boards regarding healthcare provider licensure issues and disciplinary inquiries. Such duties include negotiations with those Boards' respective counsels, as well as extensive research and analysis into applicable NRS and NAC sections.

I welcome the opportunity to support the Board in its future goals, including using my legal skills and knowledge to work with the Governor's office and counsel on any upcoming legislative initiatives.

Based upon my skills and experiences reflected in the enclosed resume, I am requesting the maximum salary available, all PERS, PEBP, vacation and sick leave benefits, as well as annual cost of living increases.

I look forward to your response.

Sincerely,

/s/ Adam Schneider
Adam Schneider, Esq.

OBJECTIVES

Lead and oversee day-to-day operations including licensing, reviewing complaints, and monitoring discipline with the Attorney General, maintain the Board's compliance with State policies, and manage staff and administrative duties. Use legal background to lobby and head upcoming legislative sessions, and connect with the Governor's office to represent the Board and their agenda. Establish stronger connections between the Board and ARBO.

EXPERIENCE

- 2007–current Medical Professional Negligence Defense Attorney, *John H. Cotton and Associates*
- Defend healthcare providers, medical practices, and hospitals in Nevada Courts
 - Involvement in all phases of litigation including trial, written discovery, deposition testimony, motion practice, and appeals to the Nevada Supreme Court
 - Extensive research into medical treatments, procedures and terminology, and interpretation of Nevada Revised Statutes and Nevada Administrative Codes
 - Appear before Nevada State Board of Medical Examiners, Nevada State Board of Osteopathic Medicine, and Nevada State Board of Nursing assisting clients with licensing, disciplinary matters, and settlement agreements
 - Draft reports to clients and malpractice insurance carriers on status of litigation, and draft Orders with medical boards
 - Review and advise on physician credentialing files for appointment of medical facility privileges and credentials with Medical Executive Committees
 - Counsel physician clients and hospitals in risk management, risk avoidance, and regulatory compliance
 - Management of administrative staff, paralegals, and junior associate attorneys

EDUCATION

- 2006 Bar Admission, State Bar of Nevada, United States District Court of Nevada
- 2006 Juris Doctor, Spokane, WA, *Gonzaga University School of Law*
- 2003 BA Sociology, Spokane, WA, *Gonzaga University*

PUBLICATIONS

- Montanez v. Sparks Family Hospital, Inc., 499 P.3d 1189 (2021)
- Barcelona v. Eighth Jud. Dist. Ct., 448 P.3d 544 (2019)
- Bhatia v. Eighth Jud. Dist. Ct., 417 P.3d 352 (2018)
- Supplement to the Fifth Edition of the Medical Malpractice chapter in the Nevada Practice Manual (2014)
- In re Adoption of B.D.W., 2006 Wash. App. LEXIS 448 (2006)

LEADERSHIP

- Mountain States Rising Star 2010, 2012, 2014, 2015-2020
- Sam Boyd School of Law moot court mentor

This form will be reproduced onto colored paper and distributed at the meeting. Each Board member will be provided with a sheet. Please ANONYMOUSLY mark your first choice among candidates 1., 2. or None of the Above, and fill in the annual salary the individual should be offered, in your opinion.

1. _____ MERELYN BELL

ANNUAL SALARY \$ _____

2. _____ ADAM SCHNEIDER

ANNUAL SALARY \$ _____

3. _____ NONE OF THESE CANDIDATES

**PLEASE DO NOT PLACE ANY OTHER
WORDS OR MARKS ON THIS PAGE**