

NEVADA STATE BOARD OF OPTOMETRY



CHEN K. YOUNG, O.D.
Board Member

JEFFREY K. AUSTIN, O.D.
Board Member

Post Office Box 1824
Carson City, Nevada 89702
Telephone: (775) 883-8367
Facsimile: (775) 305-0105
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CAREN C. JENKINS, ESQ.
Executive Director
cjenkins@nvoptometry.org

MARIAH L. SMITH, O.D.
Board Member

DREW JOHNSON
Public Board Member

NOTICE OF A REGULAR MEETING

THE NEVADA STATE BOARD OF OPTOMETRY WILL HOLD A REGULAR MEETING Thursday July 12, 2018, at 12:00 p.m.

The public is invited to attend telephonically.

(712) 451-0223, Access code: 292304

If you wish to view the meeting materials along with the Board meeting, log in online!

<https://join.freeconferencecall.com/cjenkins49>

Pursuant to NRS 241.020(6) PLEASE TAKE NOTICE: (1) Items on the agenda may be taken out of order; (2) Two or more agenda items may be combined for consideration; and (3) At any time, items on the agenda may be removed from the agenda or discussion of the items may be delayed.

***INDICATES ACTION MAY BE TAKEN.**

* * * * *

1. Public Comment. **TELEPHONE ONLY**

Public Comment will be received prior to the commencement of the regular meeting. If no one appears to address the Board, the Board will proceed with its regular meeting at 12:00 Noon. A time limit may be set for each individual wishing to address the Board. Action will not be taken on any issues presented, either in forum or during the Board Meeting. In accordance with the Nevada Open Meeting Law, any issue requiring action will be placed on the agenda for a future Board Meeting.

2. Welcome and Call to Order, Roll Call

3.* **For Possible Action. Consideration of minutes of April 27, 2018 meeting (materials attached)**

4.* **For Possible Action. Consideration of Complaint 18- 04 re: Bela Svoboda, O.D. Remediation Period (materials attached)**

- a. Report and review of compliance with Order.
- b. Determination of next steps.

(continued on Page 2)

- 5.* **For Possible Action. Consideration of Application of Huyen Nguyen, O.D. for Licensure (materials attached)**
- 6.* **For Possible Action. Consideration whether just and sufficient cause exists to hear complaints (materials attached)**
 - a. Complaint 18-12, 18-13- Corporate structure
 - b. Complaint 18-14, 18-15- Corporate structure
 - c. Complaint 18-18- Office conditions
 - d. Complaint 18-19- O.D. behavior
 - e. Complaint 18-20- Technician prescribing
 - f. Complaint 18-21- Advertising
- 7.* **For Possible Action. Agency Financial Review and FY 2019 Budget (materials attached)**
 - a. **Presentation of FY 2018 Financial Report**
 - b. **FY 2019 Budget for consideration, modification and approval.**
- 8.* **For Possible Action. Executive Director's report (materials attached)**
 - A. Licensing report
 - B. Bill Draft Request status
 - C. June 2018 ARBO Conference Insights
 - D. Other reports/information.
9. Announcements and requests for future Board consideration (No action to be taken)
10. Public Comment. **TELEPHONE ONLY**
A time limit may be set for each individual wishing to address the Board. Action will not be taken on any issues presented, either in this forum or during the Board Meeting. In accordance with the Nevada Open Meeting Law, any issue requiring action will be placed on an agenda for a future Board Meeting.
11. Adjournment.

This notice was posted at the board office, on the board website (nvoptometry.org), the State of Nevada Public Notices website, and in the following locations:

Carson City Courthouse	885 East Musser Street, Carson City, NV
Office of the Nevada Attorney General	1325 Airmotive Way, Suite 340, Reno, NV
Office of the Nevada Attorney General	555 East Washington Ave. #3900, Las Vegas, NV
Douglas County Courthouse	1616 8 th Street, Minden, NV

THE BOARD IS PLEASED TO TAKE REASONABLE MEASURES TO ACCOMMODATE PERSONS WITH DISABILITIES WHO WISH TO ATTEND THE MEETING. PLEASE CALL EXECUTIVE DIRECTOR CAREN C. JENKINS AT (775) 883-8367 IN ADVANCE TO MAKE ARRANGEMENTS.

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MINUTES

THE NEVADA STATE BOARD OF OPTOMETRY REGULAR MEETING

Tuesday, April 17, 2018, beginning at 8:30 a.m.

AGENDA

➤ **Welcome and Call to Order, Roll Call.**

President Young called the meeting to order at 8:30 am at the Hampton Inn and Suites in Las Vegas, Nevada.. All members present, along with staff: Caren C. Jenkins, Executive Director, Deputy Attorney General Mike Detmer, Board Counsel, and guests: Candace Herling, Esq. appearing for Dr. Youssef, Natalie Shaba, O.D., Mark Lee, O.D. and Cassandra Gyortios for Jeannette Belz & Associates..

➤ **Public Comment.** No public comment was offered.

- 1.* **For Possible Action. Consideration and adoption of minutes** of February 20, 2018 meeting
Dr. Smith moved to approve the minutes as presented, seconded by Dr. Austin. Approved unanimously.

2.* **For Possible Action. Evidentiary hearings, Petitions for Declaratory Orders & determinations on Complaints** (Materials may be available**).

*A. Complaint 18-03 – **Amel Youssef, O.D.**, Lic. 449 - Advertising - **Evidentiary Hearing**

For Respondent: Candace C. Herling, Esq., Alverson Taylor Mortensen & Sanders.

For Complainant/Board: Caren C. Jenkins, Esq., Executive Director, Nevada Board of Optometry.

Deputy Attorney General Sophia Long, Counsel to the Board

Executive Director Jenkins introduced Dr. Youssef's counsel, Candace Herling, Esq. of Alverson Taylor law firm, summarized the proposed stipulated settlement of Complaint No. 18-03 and recommended the Board adopt the settlement. Ms. Herling commented that she and Dr. Youssef had carefully reviewed the proposed stipulation, offered that her client already had pulled non-conforming advertising on the internet and had agreed to the terms of the stipulation, including the financial penalty and the additional education. Ms. Jenkins advised the Board that the stipulated settlement encompasses and resolves all current outstanding complaints received regarding Dr. Youssef.

Member Johnson asked for minor clarifications, Dr. Austin asked for information regarding the licensee's efforts to correct the advertising, Dr. Young noted that even if a licensee hires an outside agency, the licensee is responsible for the message to the public, and Dr. Austin mentioned that future

complaints or information regarding non-compliance may cause the penalty imposed to increase substantially.

Motion by Drew Johnson, seconded by Dr. Austin to accept the stipulated settlement to resolve the complaint. Unanimous vote in favor of the motion.

***B. Complaint 18-04 – Bela Svoboda, Jr., O.D., Lic. 314 - Patient Records - Status Report after hearing**

The Board reviewed material received from Dr. Svoboda, and asked the Executive Director follow-up with the licensee to assist and clarify the requirements of the order. Member Johnson requested a copy of one of the certified letters that had been returned, bearing a postmark. Dr. Young expressed interest in the licensee's efforts to remove or change the information on his former website. Dr. Austin was perplexed why the licensee could not re-activate his telephone number. Ms. Jenkins agreed to reach out to Dr. Svoboda with a request for this information, and clarify the information the Board will need to find that Dr. Svoboda has complied with the Order.

***C. Complaint 18-16- Just & Sufficient Cause - office configuration and separation from optical**

Motion by Dr. Young, seconded by Dr. Austin that just and sufficient cause exists to forward this matter for investigation and hearing. Unanimous favorable vote.

***D. Complaint 18-17- Just & sufficient Cause - advertising and LASIK**

Motion by Dr. Austin, seconded by Dr. Smith that just and sufficient cause exists to forward this matter for investigation and hearing. Unanimous favorable vote.

***E. Petition for Declaratory Order** brought by Mark Lee, Lic. No 390 regarding propriety of prescribing and selling a new ophthalmic device.

Allergan Corporation asked the Nevada Optometric Association to request information from the Board related to optometrists prescribing and/or selling a new intra-nasal medical device known as TruTear, which claims to assist with dry eye. Dr. Lee asked the Board to clarify the statutes and regulations as they apply to such devices and others, like home monitors for intra-ocular pressure testing and other non-invasive items.

Dr. Austin stated that ophthalmic products are already addressed in statute, and are allowed. There is no potential for abuse of the TruTear device and NAC 636.55 and 636.150 allows optometrists to refer patients to similar items.

Dr. Smith moved to declare that medical devices that do not require a prescription that treat ophthalmic issues may be sold and/or prescribed by optometrists. Seconded by Dr. Austin. Approved unanimously.

3.* For Possible Action. Executive Director's report

***A.** Consideration of Mobile Optometry practice model for underserved Nevadans. Dr. Natalie Shaba presented her ideas regarding the issue, and, after significant discussion, the matter was tabled until after the Executive Director attends the ARBO conference.

***B.** Banking, Audit & Bookkeeping - acceptance of one-year audit report. Ms. Jenkins presented various materials, and members expressed concern regarding the increased operational costs of the board and other economic factors.

***C.** Proposed revised Board Policies for Board Approval - withdrawn

D. Miscellaneous reports - none

4.* **For Possible Action. Subcommittee on Statute and Regulation Review - Report and final Work Session** (by Dr. Smith and others, Materials may be available **)

*A. Review and adoption of statutory changes to be proposed to Legislative Drafters. Dr. Smith and Executive Director Jenkins went through each proposed change to NRS 636. Following the presentation and taking in all members' ideas and concerns, a final proposed statutory changes document was approved for drafting by the Legislative Counsel Bureau. Ms. Jenkins will provide reports on progress as it happens.

B. Discussion of bill introduction strategy, forming alliances with interested entities and legislator, lobbyist & community education efforts before the measure is heard. Agenda item withdrawn.

5. **Announcements and Board Member requests** for future Board consideration. None.

6.* **Adjournment.** President Young adjourned the meeting at 1:50 pm.

➤ **Public Comment.** None.

Approved by Board Vote on

Caren C. Jenkins, Executive Director

BEFORE THE NEVADA STATE BOARD OF OPTOMETRY

Executive Director of the
Nevada State Board of Optometry,

Complainant,

CASE NO. 18-04

vs.

Bela L. Svoboda, Jr., O.D.

ORDER AFTER HEARING

Lic. No. 314

Respondent.

_____ /

This Complaint came before the Nevada State Board of Optometry for consideration at its regular meeting held on February 20, 2018. At the hearing, Respondent was present, representing himself. Executive Director Caren C. Jenkins, Esq. prosecuted the Complaint, and Board Counsel Peter Keegan, Esq. provided advice to the Board.

The Board reviewed the Complaint and the written explanations offered by Respondent. The Board also considered the testimony and evidence brought by Respondent and Executive Director at the hearing.

Based on its review of the pleadings, papers, testimony and evidence before it,

THE BOARD now makes the following FINDINGS OF FACT:

1. Since 1995 and at all relevant times, Respondent was licensed by the Board as an optometrist under License Number 314, and therefore is subject to the jurisdiction of the Board and NRS Chapter 636 and NAC Chapter 636.
2. In November 2017, the Board received notification from a member of the public, alleging that Respondent failed to provide a patient with requested medical

records, and failed to respond to telephone calls, messages, and letters requesting the same.

3. The notification also alleged that Respondent's failures to respond were not limited to one patient, but that several patients had similar experiences.

4. NRS 629.061 requires a health care provider to provide a patient with access to his or her health care records within 10 working days of a request.

5. On multiple occasions, by failing to provide patient records or respond to patients when requested within the statutory timeframe, Respondent violated NRS 629.061.

6. Since November 2017, when the Board received the initial complaint, the Board received numerous telephone calls, emails, and complaints from several of Respondent's patients alleging that they, too, had been unable to reach Respondent to obtain their medical records and optometric items.

7. Since June 2017, Respondent's personal circumstances required him to curtail, and eventually close his practice, but he did not make appropriate arrangements to notify his patients regarding his absence or provide information about how patients could contact him to access their records.

8. Additionally, Respondent interfered with his patients' ability to request their medical records by either placing extreme restrictions on his office hours or curtailing the ability of his patients to contact him to make records requests by operating his office for only 4 hours per week, failing to retrieve telephone or email messages, failing to respond adequately to messages received or negligently

arranging for others to meet the requirements of NRS 629.061 on his behalf. In this manner, Respondent indirectly violated NRS 629.061.

9. After discussing the issues with the Executive Director in late 2017, Respondent took steps to comply with requirements for the provision of medical records to patients, but has not successfully done so.

10. NRS 636.295 outlines the grounds constituting sufficient cause for disciplinary action by the Board, including: 6. Gross incompetency; 10. Perpetration of unethical or unprofessional conduct in the practice of optometry; and 11. Violation of any provision of NRS 636 or NAC 636.

11. NRS 636.420 provides that any person found to have violated any provision of NRS 636 is liable to the Board for an administrative fine of not less than \$100 or more than \$5000.

Further, THE BOARD MAKES THE FOLLOWING CONCLUSIONS OF LAW:

12. Respondent committed several violations of NRS 636.295 and NRS 629.061 directly or indirectly, by failing to comply with the requirement to provide patients with access to their medical records within 10 working days of the request.

13. Respondent violated NRS 636.295 by failing to provide optometric supplies to patients in a reasonable time when requested and failing properly to notify patients of the closure of his office or respond to their communications in a timely manner.

14. Ultimate responsibility for these activities and omissions lies with Respondent, regardless of his circumstances.

15. Imposition of a financial penalty at this time would create a hardship for Respondent, and an initial equitable remedy is more appropriate in this instance.

Based on the foregoing and good cause appearing therefor, IT IS ORDERED:

1. Not later than 7 days from entry of the Board's Order, Respondent shall make all reasonable attempts to post signs on office doors, change outgoing voicemail message at office phone numbers, change his website and provide valid contact information to patients.

2. Not later than 30 days from entry of the Board's Order, Respondent shall mail a notification, by first-class mail or postcard to his entire patient call-back list, informing them that the offices are closed, providing current mail, phone and e-mail contact information and notifying them that patient records may be obtain upon request within the next 30 days, and notifying them of the method to request patient records after that time.

3. Not later than 60 days from entry of the Board's Order, Respondent shall notify all remaining patients by certified mail, return requested, of the manner in which patients may obtain their records - even if he turns those records over to a third party custodian. In the alternative, Respondent may mail each of the records directly to the patient by certified mail, following up on any returned mail with a reasonable effort to obtain a forwarding address.

4. Respondent's license is hereby suspended for 90 days from the date of the Board's Order, and within the period of license suspension, he must perform as

outlined in paragraphs 1, 2, and 3 above and provide evidence of his progress and completion of the required activities to the Board in writing.

5. If the requirements imposed in paragraphs 1 through 4 above are not satisfied, on the 91st day, a \$5,000 administrative penalty will attach to this disciplinary action and Respondent's license shall be revoked without further action of the Board. The penalty shall not be considered discipline; rather it is a sum to mitigate the costs of investigating and bringing this Complaint before the Board. Following any revocation called for in this paragraph, Respondent must come before the Board to request any reinstatement or application for a license to practice optometry in Nevada.

On this 22 day of March, 2018, this Order is deemed entered.



Caren C. Jenkins for
Chen Young, O.D., Board President

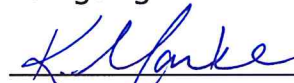
AFFIDAVIT OF SERVICE

I, Krystie Manke, staff to the Nevada Board of Optometry, on March 22, 2018, caused the foregoing to be emailed to Respondent's email address of record, nneyecare@gmail.com, and placed the foregoing ORDER AFTER HEARING into the hands of the United States Postal Service, postage prepaid on the date listed below, being addressed as follows:

Bela L. Svoboda, Jr., O.D.
4084 Broken Hill Road
Winnemucca, NV 89445-3955

I declare under penalty of perjury that the foregoing is true and correct.

Date: March 22, 2018



Signature

NEVADA STATE BOARD OF OPTOMETRY



CHEN K. YOUNG, O.D.
Board President

MARIAH SMITH, O.D.
Board Member

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Carson City, Nevada 89702
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CAREN C. JENKINS, ESQ.
Executive Director
cjenkins@nvoptometry.org

JEFFREY AUSTIN, O.D.
Board Member

DREW JOHNSON
Public Board Member

April 26. 2018

Bela Svoboda, O.D.
Via email only at nneyecare@wmca.net

Dear Dr. Svoboda:

At the Board meeting on April 17, 2018, I provided your status report to the Board. As you are aware, the Board outlined rather specific requirements and timelines in its Order.

The Board is extremely concerned about the actions you reported, as they do not seem to follow the details in the Order. The Board asked me to communicate its concerns, and ask you to provide the following right away:

1. Copy of a letter or postcard you sent to a patients regarding accessing their patient records, and an envelope bearing the postmark.
2. A copy of the letter you sent to a patient via certified mail, with its envelope showing it was undeliverable, bearing the postmarks, along with evidence of the follow-up you did to obtain communication with that patient.
3. Evidence that your website is inaccessible to you to revise the information, or that you made an effort to have it taken down by a web service.
4. Evidence that you attempted to reactivate the office telephone line.
5. Information regarding your compliance with the terms of the Order.

Please provide this information to the Board within 7 days.

Thank you,
Caren C. Jenkins, Esq.
Caren C. Jenkins
Executive Director

NEVADA STATE BOARD OF OPTOMETRY



WILLIAM F. HARVEY, O.D.
Board President

MARIAH L. SMITH, O.D.
Board Member

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CAREN C. JENKINS, ESQ.
Executive Director
cjenkins@nvoptometry.org

CHEN K. YOUNG, O.D.
Board Member

SHERESE SETTELMAYER
Public Board Member

January 30, 2018

Dear Dr. Svoboda:

Enclosed you will find a Complaint received by the Board of Optometry regarding your license. The Board will consider the Complaint at its telephonic meeting on December 5, 2017, beginning at 12:00 pm. The public is invited to attend the meeting. All of the call-in information will be provided on the upcoming agenda but NO TESTIMONY WILL BE TAKEN.

Your identity will be shielded from the Board and the public at this point. The Board will make its determination based solely on the Complaint and the redacted version of the materials enclosed with this letter along with your redacted response and the medical records you provide.

The Complaint may be dismissed at the December 5th meeting. However, if the Board determines that the Complaint requires further action, an evidentiary hearing will be scheduled, the Complaint and your identity will become public, and you will be permitted to bring evidence and witnesses on your behalf.

You are invited to submit a response to the Complaint at this time. If you choose to do so, please direct it, in writing, by mail or by email to the address above. You are required to provide all medical records related to the Complaint in your possession. Your response and the medical records must be received by December 1, 2017.

Please call if you have any questions.

Sincerely,

Caren C. Jenkins, Esq.
Executive Director

From: [Caren Jenkins](#)
To: nneyecare@gmail.com
Cc: Admin; fannywchanod@gmail.com
Subject: Letter from Dr. Svoboda to Dr. Chan
Date: Thursday, March 15, 2018 9:09:00 AM

Dr. Svoboda:

I received a copy of your letter to Dr. Chan (see attached). I understand that when Dr. Chan severed her ownership in and service to Northern Nevada Eye Care, you became the sole owner of the practice. Therefore, your practice is the custodian of the patient records, rather than the optometrist who served those patients. YOU must provide the records to those patients directly. Not through Dr. Chan, regardless of her former access to them. If my understanding is incorrect, I apologize. I have only the information you provided to me.

You should receive the board's Order from the hearing by email today.

Caren C. Jenkins, Esq.
Executive Director

Nevada State Board of Optometry
P.O. Box 1824
Carson City NV 89702
775-883-8367 - office
775-305-0105 – fax
www.nvoptometry.org

**** CONFIDENTIALITY NOTICE****

The preceding e-mail message (including attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not the intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution or reproduction of this message by unintended recipients is not authorized and may be unlawful.

From: Admin
Sent: Thursday, March 15, 2018 7:25 AM
To: Caren Jenkins
Subject: FW: letter from Dr. Svoboda to Dr Chan

From: fanny chan [<mailto:fannywchanod@gmail.com>]
Sent: Wednesday, March 14, 2018 9:53 PM
To: Admin
Subject: letter from Dr. Svoboda to Dr Chan

Hello,

Thanks for talking with me on the phone yesterday. Here is a copy of the letter I had just

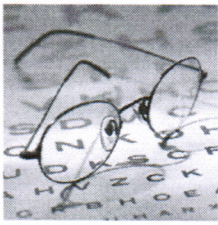
received from Bela Svoboda.

I want to clarify that I did not go to the Lovelock office after I left Northern Nevada Eyecare to download any patient files. I do not have access to the office at that time due to my turning in all the keys to Helena, the office manager at the time.

I wanted to help Helena release records as I realized she was inundated. I had access to the Cloud for one day so I did help her release records. But I was locked out the next. I was trying to ask Helena to call ThinkSmart to let me have access again as I could not call them myself because I am no longer an owner of the company. But Helena was too busy to get to it and I guessed she complained to Dr. Svoboda something about me texting her. So I received a text from Dr. Svoboda telling me to leave Helena alone and do not bother her with my requests, of which I gladly complied.

Please let me know if I need to provide any more information to facilitate this release of records.

Thank you
Fanny Chan O.D.



Northern Nevada Eyecare
Optometry

Bela L. Svoboda, O.D.
Doctor of Optometry

March 12, 2018

Fanny Chan OD

RE: RESPONSIBILITY OF PATIENT FILES

Fanny Chan OD

This letter is to advise you that I am requesting you pick up your patient files within 30 days of receipt of this letter.

You know you are 50% owner of NORTHERN NEVADA EYECARE LIMITED PARTNERSHIP and that 50 % of responsibility for all things our partnership are yours.

However you are 100% responsible for the records of your patients. Helena Wright was our office manager and stated on more than one occasion that you came to the Lovelock office and downloaded your patient files. However we both know that not all of the files are on the computer therefore you need to physically pick up the others.

Enclosed you will find a copy of the letter I have sent to the board.

Respectfully,

Bela Svoboda OD

PATIENTS FILES PRINTED OUT TO DATE

1	DONALD S
2	MICHELL S
3	CHRIS S
4	MAX M
5	JOEL M
6	APRIL P
7	CHERYL C
8	KARINA C.
9	ERIC H
10	MARIA S
11	UNIQUE G
12	KARINA A
13	LORI C
14	PURDY T
15	KEVIN L
16	JAKE S
17	KAZMIN R
18	FRAMCISCO M
19	TIMO D
20	DARLENE M
21	HEATHER M
22	CHRIS L
23	HARLAND H
24	JOSE V
25	ELIZABETH H
26	SCOTT B
27	KARRIE G
28	DANIELL W
29	KEVIN G.
30	MARIA P
31	AZUSENEA B
32	JESSICA G
33	DAWN D
34	NICOLE L
35	KEVIN I
36	DAWN D.
37	SONIA C
38	DARLENE H
39	GARY B
40	LINDA L
41	CONNIE H
42	ALYSSA N
43	CONSTANCE F

44 SEAN G
45 JARMINE R
46 EVELYN H
47 SCOTT B
48 DARRELL F
49 MARY M
50 BRYCLE H
51 GERALD S
52 TANNER P
53 SHARI K
54 SANDRA V
55 LANDON S
56 TAMMY G
57 STEVEN A
58 RAMON A
59 JOSE V
60 PILENA M
61 NATASHA H
62 MARK A
63 WILLIM A
64 SHIRLEY H
65 MARY ANNA A
66 BRAD A
67 DEBBIE A
68 CODY A
69 DOUG A
70 TIUAYRA A
71 SUSAN C
72 LORI J
73 FRANK C
74 DAVID C
75 KAEALYN C
76 DAVID C
77 MARYA B
78 CALLEEN B
79 STACI B
80 ASHLEY B
81 ROY B
82 MADISON B
83 KEVIN B
84 MARY B
85 DAWN B
86 JAKE B
87 MARK P
88 DARLENE B
89 CARMEN B

90 KESNER W
91 FRANCIS L
92 AZUSENA B.
93 ANGELA C
94 DIANA C
95 DILAN C
96 COREY C
97 CLAUDIA C
98 DEBORA C
99 GLENDA C
100 RAY C
101 THOMAS S
102 PAT B
103 KAREN S
104 EVALYN C
105 FREDDIE G
106 KEYTON G
107 SALVADOR G
108 AZEL G
109 ANA G
110 STEVEN G
111 JOHN F
112 CHRISTOPHER F
113 LISA F
114 DARREN G
115 ANITA G
116 BETTY G
117 MARSHA H
118 SHARON D.
119 BOB D
120 MIKE D
121 JEANA C
122 RAY F
123 ALICIA D
124 JAMIRAD
125 AMANDA F.
126 MAXINE D
127 JAMES E
128 MARIANA E.
129 FRANCIS D
130 DAISY D
131 MARTHA D
132 LAURA D
133 DAVID D.
134 DANNY D
135 LORRI H

136 HARMONY H
137 JODI C
138 MARIA C
139 JUDITH K
140 LEROY J
141 RUSSEL J
142 LOGAN H
143 ANNIKA H
144 WILLIAM H
145 MARK H
146 CODY H
147 JENNIFER I
148 CONNIE G
149 PAUL G
150 TRAVIS H
151 ROBIN H
152 KEITH H
153 RAUL H
154 BAYLEE L
155 ISAYUN M
156 AMBER M
157 STEVEN B
158 CHRISTOPHER L
159 NOAH M
160 BRENDA M
161 LORA B
162 AALIYAH I
163 WILLIAM F
164 SHELBY F
165 GEORGE H
166 NATALY ;O
167 ARCHIE L
168 CAROLE B
169 JAMES J
170 TORRIE H
171 ALESJANDRA J
172 LAURA K
173 JUANITA H
174 VICKI M
175 SHARO M
176 CARMEN M
177 LARRY M
178 JAY M
179 BARBARA M
180 BARRIE M
181 WILLIAM M

182	BEVERLY M	
183	TOM M	
184	CAROL N	
185	MAURY N	
186	KATHY O	
187	DEWAIN O	
188	MITCHELL N	
189	WEYLIN N	
190	LETICA L	
191	SOLEDAD L	
192	MARIA P	
193	MYRA P	
194	ROSANA J	
195	CORBIN P	
196	GARY A	
197	AUBRY P	
198	SANDRA P	
199	SCOTT P	
200	MARSHA P	
201	EDNA P	
202	DONNA P	
203	BLAKE P	
204	CYNTHIA P	
205	HARRY Q	
206	JULIO O	
207	JOSE Q	
208	TESSA Q	
209	JAMEX R	
210	TEOFILO R	
211	TANGIE R	
212	ANDREW R	
213	SHARON R	
214	SHEILA R	
215	IMELAD C	
216	MARIBEL M	
217	WARREN N	
218	MATTIE N	
219	MICHAEL H	
220	MICHAEL S	TO BENGOS OFFICE
221	SEAN R	TO BENGOS OFFICE
222	KELSI H	TO BENGOS OFFICE
223	LESKI H	TO BENGOS OFFICE
224	DONALD A	TO BENGOS OFFICE
225	KENNETH B	TO BENGOS OFFICE
226	CHRISTIAN P	TO BENGOS OFFICE
227	COREY P	TO BENGOS OFFICE

228	NATALY A	TO BENGOAS OFFICE
229	FORTIN K	TO BENGOAS OFFICE
230	TONY E	TO BENGOAS OFFICE
231	GUY T	TO BENGOAS OFFICE
232	ANNA M	GONZALEZ-TO BENGOAS OFFICE
233	KARLA T	TO BENGOAS OFFICE
234	NANCY T	TO BENGOAS OFFICE
235	JEFF C	TO BENGOAS OFFICE
236	DENNIS D	TO BENGOAS OFFICE
237	MARILYN D	TO BENGOAS OFFICE
238	RICHARDX C	TO BENGOAS OFFICE
239	KIM Z	TO BENGOAS OFFICE
240	HELEN A	TO BENGOAS OFFICE
241	ANA W	TO BENGOAS OFFICE
242	JOHN R	TO BENGOAS OFFICE
243	ELIZABETH H	TO BENGOAS OFFICE
244	ROY B	TO BENGOAS OFFICE
245	JULIANNA G	TO BENGOAS OFFICE
246	JOSEPH S	TO BENGOAS OFFICE
247	GERALD J	TO BENGOAS OFFICE
248	BARBARA D	TO BENGOAS OFFICE
249	FORTIN K	TO BENGOAS OFFICE
250	KATHRINE F	TO BENGOAS OFFICE
251	LILLIAN S	TO BENGOAS OFFICE
252	VANESSA H	TO BENGOAS OFFICE
253	JUSTICE F	TO BENGOAS OFFICE
254	GLADE B	TO BENGOAS OFFICE
255	PETE B	TO BENGOAS OFFICE
256	DANDY H	TO BENGOAS OFFICE
257	JOHN R	TO BENGOAS OFFICE
258	DORTHY G	TO BENGOAS OFFICE
259	JOANN A	TO BENGOAS OFFICE
260	DAYNA C	TO BENGOAS OFFICE
261	KARRIE G	TO BENGOAS OFFICE
262	HUNTER S	TO BENGOAS OFFICE
263	KELLY Z	TO BENGOAS OFFICE
264	AIRIOA S	TO BENGOAS OFFICE
265	FLOYD C	TO BENGOAS OFFICE
266	D C	TO BENGOAS OFFICE
267	LUCAS S	TO BENGOAS OFFICE
268	JACOB S	TO BENGOAS OFFICE
269	ROBERT S	TO BENGOAS OFFICE
270	EDWIN F	TO BENGOAS OFFICE
271	MICHELLE F	TO BENGOAS OFFICE
272	JAYSON B	TO BENGOAS OFFICE
273	SULLIVAN H	TO BENGOAS OFFICE

274	ALEXIS M	TO BENGOS OFFICE
275	JOSE J	MAILED TRIALS AND FILES
276	FYLE B	TO BENGOS OFFICE
277	BEV C	TO BENGOS OFFICE
278	SHIRLEY C	TO BENGOS OFFICE
279	MARY E	TO BENGOS OFFICE
280	GARY B	TO BENGOS OFFICE
281	WILLIAM S	TO BENGOS OFFICE
282	JOREE A	TO BENGOS OFFICE
283	DONALD L	TO BENGOS OFFICE
284	MICHAEL L	TO BENGOS OFFICE
285	LUCILLE B	TO BENGOS OFFICE
286	AARON M	TO BENGOS OFFICE
287	CHRISTY Y	TO BENGOS OFFICE
288	WAYNE G	TO BENGOS OFFICE
289	SYDNEY C	HAWKINS TO BENGOS OFFICE
290	SHANE W	TO BENGOS OFFICE
291	MICHAEL G	TO BENGOS OFFICE
292	PAUL K	TO BENGOS OFFICE
293	CHARLES G	TO BENGOS OFFICE
294	MARCUS A	-RETURNED UNABLE TO FORWARD
295	HOUSTON A	RETURNED UNABLE TO FORWARD
296	CHELEA A	-RETURNED NO MAIL RECEPTACLE
297	BRIS A	-RETURNED UNABLE TO FORWARD
298	TRAVIS H	-RETURNED UNCLAIMED
299	ALICIA D	-RETURNED- UNCLAIMED
300	JANEECE J	- RETURNED UNABLE TO FORWARD
301	GABRIEL W	- RETURNED UNABLE TO FORWARD
302	CHRISTIAN S	RETURNED UNABLE TO FORWARD
303	DESIREE R	-RETURNED UNABLE TO FORWARD
304	ANDREW R	RETURNED UNABLE TO FORWARD
305	CHRISTOPHER F	-RETURNED NO MAIL RECEPTACLE
306	DEBORA C	-RETURNED UNABLE TO FORWARD
307	SAMANTHA G	-RETURNED RESENDING TO LOS VEGAS
308	DAVID C	-RETURNED UNABLE TO FORWARD WHITE STICKER PLACED OVER ADDRESS
309	MRS B	-RETURNED NO MAIL RECEPTACLE
310	ANA P	
311	NAOMI P	
312	TORI M	
313	LAWRENCE P	
314	LISA O	
315	JACK O	
316	MAKAYLA O	
317	SAMANTHA C	
318	JOSE V	

319 KEVIN O
320 BRANDY O
321 MARY M
322 AMY M
323 CASSANDRA M
324 CHRISTOPHER M
325 KIMBERLY M
326 HALEY M
327 HANNAH M
328 JENNIFER M
329 SHELLY M
330 FAITH M
331 MARCUS M
332 LISA M
333 MYALYN M
334 MANUEL M
335 CAROL J
336 MILO K -DELIVERED FILES AND CONTACTS
337 DEBRA R -DELIVERED FILES AND CONTACTS
338 MELISSA P -DELIVERED FILES AND GLASSES
339 ELIZABETH H -DELIVERED FILES
340 BOBI D DELIVERED FILE AND GLASSES
341 ADELL H -DELIVERED FILES
342 MATTHEW F
343 TIA H -MAILED FOLES AND CONTACTS
344 DARLENE H -DELIVERED FILES
345 BOB G
346 JOEL M DELIVERED FILE AND GLASSES
347 MAX M DELIVERED FILE AND GLASSES
348 BLAKE H DELIVERED
349 HANNA H DELIVERED
350 LORI C. DELIVERED FILES AND CONTACTS
351 SCOTTIE S. DELIVERED FILES AND CONTACTS
352 CURT P MAILED FILES AND CONTACTS
353 MELISSA P
354 MAKENZIE D TRIED TO DELIVER 3 TIMES GRANDMOTHER HAS
CHARGE
355 E. H DELIVERED FILES AND CONTACTS
356 RICHARD C
357 ANNETTE C
358 DEB R MAILED FILES
359 PAUL P DELIVERED FILES AND GLASSES
360

JUNE 14, 2018

360 CHRISTINE H
361 JUDY L
362 DAWN B
363 THODDEUS M
364 MARTHA D
365 JOSE C
366 CAROL H
367 HEIDI A
368 BRENNAN D
369 MARK D
370 CHRISTINE H
371 BARRY H
372 REBECCA K
373 SARAH M
374 TERESA S
375 BIANCA S
376 LUANNE S
377 CECIL S
378 LINDA S
379 ETHELYN T
380 JOSEPH A
381 ALANNA B

RECORDS DELIVERY SHEET

DATE 6/07/18

Received BY  FOR C BENGUA OD

The list of patients below were delivered by messenger 

On the above listed date.

<u>MICHAEL S</u>	<u>/</u>
<u>JEAN R</u>	<u>-</u>
<u>RELSI H</u>	<u>-</u>
<u>LESKI H</u>	<u>/</u>
<u>DONALD A</u>	<u>/</u>
<u>RENNEA B</u>	<u>-</u>
<u>RACHEL A</u>	<u>/</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>


BENGOA EYE CARE3302 Traders Way, Winnemucca, NV 89445
Phone: 775-625-EYES(3937) Fax: 775-625-3938 www.BENGOAEYECARE.com**RECORDS RELEASE**Please release records for _____
to Bengoa Eye Care, from:Christian & Corey E

DOB _____

Name:

Address:

City, State, Zip

Phone:

Fax:

Northern NV Eyecare50 E HaskellWinnemucca, NV 89445

Records to include:

☒ all records☒ most recent examination☐ most recent 2 examinations☐ most recent spectacle Rx☐ most recent contact lens Rx☐ other:Dr. Sviboda records

Please send to:

Bengoa Eye Care**Fax: 775-625-3938****3302 Traders Way
Winnemucca, NV 89445**

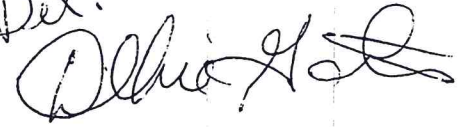
SIGNATURE _____

DATE 5/16/18

RELATIONSHIP TO PATIENT _____

Wife

EXPIRES: 1 year from above DATE

Del. 5-17-18




BENGOA EYE CARE

3302 Traders Way, Winnemucca, NV 89445
Phone: 775-625-EYES(3937) Fax: 775-625-3938 www.BENGOAEYECARE.COM

RECORDS RELEASE

Please release records for Nataly A, DOB 01/07/91
to Bengoa Eye Care, from:

Name: Northern Nevada Eyecare
Address: 50 E. Haskell St., Ste. A, Winnemucca, NV 89445
Phone: 775-623-5211
Fax: 775-623-5236

Records to include:

- ☐ all records ☐ most recent examination ☐ most recent 2 examinations
☐ most recent spectacle Rx ☐ most recent contact lens Rx
☐ other: _____

Please send to:

Bengoa Eye Care

Fax: 775-625-3938

3302 Traders Way
Winnemucca, NV 89445

SIGNATURE Nataly A DATE 5-16-18

RELATIONSHIP TO PATIENT _____

EXPIRES: 1 year from above DATE

5-16-18
Del. Oliver [Signature]
Re.
AJ 5-16-18

RECORDS DELIVERY SHEET

DATE 5-15-18

Received BY Nikki FOR C BENGUA OD

The list of patients below were delivered by messenger DLhi 952

On the above listed date.

KIRKLAND E _____

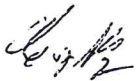
TONY E _____

FRANCES R _____

01/12/2018

Northern Nevada Eyecare
Attn: employee Debbie

As a courtesy, we will copy the original medical records you dropped off at my office and return them to you as asked. However, in the future, we **will not** handle or make copies of your company's original records, as we will not be responsible for them if they become damaged or stolen while in our possession.



Cody S. Bengoa

Ana W
John R
Elizabeth H.
Roy B
Juliana G
Joseph S

RECORDS DELIVERY SHEET

pg 182

DATE 5/01/18

Received BY  FOR C BENGUA OD

The list of patients below were delivered by messenger DEBRA

On the above listed date.

GUY T _____

KARLA T _____

NANCY T _____

FRANKLIN T -(LOOKING FOR)

JEFF C _____

DENNIS D _____

MARILYN D _____

KIM Z _____

HELEN A _____

MARTIN A _____

RECORDS DELIVERY SHEET

19292

DATE 5/01/18

Received BY _____ FOR C BENG OA OD

The list of patients below were delivered by messenger Offi Hatt

On the above listed date.

RICHARD C _____

GERALD J _____

BARBARA D. Self _____


BENGOA EYE CARE

3302 Traders Way, Winnemucca, NV 89445
Phone: 775-625-EYES(3937) Fax: 775-625-3938 www.BENGOAEYECARE.com

RECORDS RELEASE

Please release records for Kirkland F, DOB 11
to Bengoa Eye Care, from:

Name: Northern Nevada Eyecare
Address: 50 E. Haskell St., Ste. A, Winnemucca, NV 89445
Phone: 775-623-5211
Fax: 775-623-5236

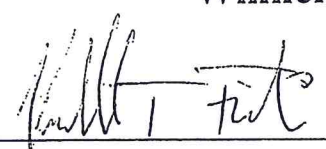
Records to include:

- ☒ all records ☐ most recent examination ☐ most recent 2 examinations
☐ most recent spectacle Rx ☐ most recent contact lens Rx
☐ other: _____

Please send to: Bengoa Eye Care

Fax: 775-625-3938

3302 Traders Way
Winnemucca, NV 89445

SIGNATURE  DATE 4/30/18

RELATIONSHIP TO PATIENT _____

EXPIRES: 1 year from above DATE

RECORDS DELIVERY SHEET

DATE 3-26-18

Received BY Chinua Niflu FOR C BENGUA OD

The list of patients below were delivered by messenger Alhi Zia

On the above listed date.

Katherine F

No Records Found for
Sandy H

RECORDS DELIVERY SHEET

DATE 3-24-18

Received BY _____ FOR C BENG OA OD

The list of patients below were delivered by messenger Oliver H

On the above listed date.

Lillian S	
Vanessa H	- Self
Justice F.	
Glade B	

Sandy H

- File Not Found


GOA EYE CARE

3302 Traders Way, Winnemucca, NV 89445
Phone: 775-625-EYES(3937) Fax: 775-625-3938 WWW.BENGOAEYECARE.COM

RECORDS RELEASE

Please release records for Pete B, DOB 1-1-11
to Bengoa Eye Care, from:

Name: Northern Nevada Eyecare
Address: 50 E. Haskell St., Ste. A, Winnemucca, NV 89445
Phone: 775-623-5211
Fax: 775-623-5236

Records to include:

☒ all records

☐ most recent examination

☐ most recent 2 examinations

☐ most recent spectacle Rx

☐ most recent contact lens Rx

☐ other: _____

Please send to:

Bengoa Eye Care

Fax: 775-625-3938

**3302 Traders Way
Winnemucca, NV 89445**

SIGNATURE Pete B DATE 1-3-18

RELATIONSHIP TO PATIENT _____

EXPIRES: 1 year from above DATE

3-20-18
DELIVERED BY - Oliver Hall
Pete B - J

RECORDS RELEASE

Please release records for Sandy 41, DOB 01-11-68,
to Bengoa Eye Care, from:

Name: Northern Nevada Eyecare
Address: 50 E. Haskell St., Ste. A, Winnemucca, NV 89445
Phone: 775-623-5211
Fax: 775-623-5236

Records to include:

- ☒ all records ☐ most recent examination ☐ most recent 2 examinations
☐ most recent spectacle Rx ☐ most recent contact lens Rx
☐ other: _____

Please send to:

Bengoa Eye Care

Fax: 775-625-3938

**3302 Traders Way
Winnemucca, NV 89445**

SIGNATURE

Sandy

DATE

3/20/18

RELATIONSHIP TO PATIENT

U

EXPIRES: 1 year from above DATE

RECORDS DELIVERY SHEET

DATE 5-12-10

Received BY AS FOR C BENGUA OD

The list of patients below were delivered by messenger Phil Hall

On the above listed date.

JOHN R.	Requested we send
DOROTHY J	- Requested we send
JOANN A	- Requested we send
Dayna C.	

RECORDS DELIVERY SHEET

DATE 3/5/2018
03/02/2018 DM

Received BY [Signature] FOR C BENGUA OD

The list of patients below were delivered by messenger [Signature]

On the above listed date.

JUSTIS F - NO FILES FOUND

KARRIE G - NO FILES FOUND

HUNTER J _____

KELLY Z _____

E.C. C - NO FILES

AURELIA S _____

FLOYD C _____

RECORDS RELEASE

Please release records for Donna, DOB 11/11/1951,
to Bengoa Eye Care, from:

Name: Northern Nevada Eyecare
Address: 50 E. Haskell St., Ste. A, Winnemucca, NV 89445
Phone: 775-623-5211
Fax: 775-623-5236

Records to include:

- ☒ all records ☐ most recent examination ☐ most recent 2 examinations
☒ most recent spectacle Rx ☐ most recent contact lens Rx
☐ other: _____

Please send to: **Bengoa Eye Care**

Fax: 775-625-3938

**3302 Traders Way
Winnemucca, NV 89445**

SIGNATURE Donna

DATE 3/2/18

RELATIONSHIP TO PATIENT Self

EXPIRES: 1 year from above DATE

Received By

Delivered By

RECORDS DELIVERY SHEET

DATE

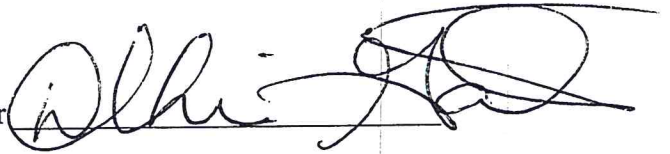
2-26-18

Received BY

Nikki C

FOR C BENGUA OD

The list of patients below were delivered by messenger



On the above listed date.

LUCAS S

JACOB S

ROBERT J

EDWIN F

MICHELLE F

JAYSON B

FR

TYLER S

- NOT FOUND WAS NOT
SEEN

RECORDS DELIVERY SHEET

DATE 2-23-18

Received BY Michelle G. FOR C BENGUA OD

The list of patients below were delivered by messenger [Signature]

On the above listed date.

SULLIVAN H 1

ALEXIS M 1

JOSE J PATIENT REQUESTED

FILES BE SENT TO THEM INSTEAD OF YOU

EDWIN F NO FILE

KYLE B

BEV C 1

SHIRLEY 1

RECORDS DELIVERY SHEET

DATE 02/09/2018

Received BY AD FOR C BENGUA OD

The list of patients below were delivered by messenger DEBY g

On the above listed date.

Deby g

MARY A. E

GARY B.

STEPHEN W TO STEPHEN

TIMOTHY A. LAST APPOINTMENT

LISTED AS 06/01/2001 - NO

RECORDS FOUND

TO WHOM IT MAY CONCERN
THE LAST DATE M.S.E. WAS EXAMINED
WAS 08/01/2016.
ATTACHED ARE PRINTED RECORDS DATING BACK TO
07/02/2010.

RECORDS DELIVERY SHEET

DATE 2/10/2018

Received BY [Signature] FOR C BENGUA OD

The list of patients below were delivered by messenger DEBY J

On the above listed date.

[Signature]

MARY E. DELIVERED TO YOU 2/12/18

JOSEE A

DEAN D L

RECORDS DELIVERY SHEET

DATE 2/2/18

Received BY Adenabangui FOR C BENGUA OD

The list of patients below were delivered by messenger Rebbie G.

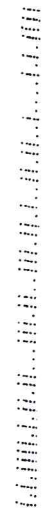
On the above listed date.

MICHAEL L. _____
LUCILLE B. _____
ARON M. _____
CHRISTY Y. _____
WAYNE G. _____
MARY E. _____

GARY B. IS DR F. C. PATIENT
PLEASE REQUEST HIS RECORDS FROM HER.

Ms B

RETURN TO SENDER
NO MAIL TO RECEPTACLE
UNABLE TO FORWARD
RETURN TO SENDER



ATCAGUELLI Nevada Eyecare
PO BOX 1309
WINNEMUCCA NV 89446



7017 0660 0000 6079 0151

U.S. POSTAGE
PAID
WINNEMUCCA,
NV 89446
MAR 13, 18
AMOUNT
\$6.9
R2303\$101115



89445



1005

CONTENTS

- ☒ Liquid
- ☒ Fragile
- ☐ Perishable
- ☐ Hazardous
- ☐ None Of The Above

TO THE PARENTS OF

SAMANTHA J.

WINNEMUCCA, NV

3/14

CONFIDENTIAL
MATTERIAL
CENTRO



RENO, NV 89446

THU 26 APR 2018 PM

DAVID C...

NIXIE 802662054-1N 05/01/18

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
RETURN TO SENDER



CONFIDENTIAL
WATERMARK

ern Nevada Eyecare
OX 1309
NEMUCCA NV 89446

CERTIFIED MAIL



7017 0660 0000 6078 2668



1000



89419

U.S. POSTAGE
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WINNEMUCCA, NV
89445
FEB 23, 18
AMOUNT
\$3.95
R23039101113-06

UTF
ANK

ANDREW R.

3-2

NIXIE

895 DE 1

0002/18/18

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

89445#3808 UTF
89446#1309

BCI 89446130909 *2356-12442-16-40

ern Nevada Eyecare
OX 1309
NEMUCCA NV 89446

RENO NV 895

16 FEB 2018 PM 3 T



RACHEL L. Z.

NIXIE

895 DE 1

0002/18/18

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

89445#3808 UTF
89446#1309

BCI 89446130909 *2356-12442-16-40

thern Nevada Eyecare
BOX 1309
VNEMUCCA NV 89446

CERTIFIED MAIL



7017 0660 0000 6078 2842



1000



89445

U.S. POSTAGE
PAID
WINNEMUCCA
89445
MAR 02 18
AMOUNT
\$4.11
R2303S101113

JANUARY 2018
1000 12-18-18
21-18

3-22
CONFIDENTIAL

MIKIE 895 DE 1 0003/21/18

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC BC: 89446130909 *8942-61286-22-4
894461309

thern Nevada Eyecare
BOX 1309
NNEMUCCA NV 89446

CERTIFIED MAIL



7017 0660 0000 6078 2859



1000



89419

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MAR 02 18
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R2303S10

JANUARY 2018
PO BOX
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3
STB

MIKIE 895 DE 1 0003/22/18

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 89446130909 *8941-02869-02-4
894461309

ern Nevada Eyecare
BOX 1309
NEMUCCA NV 89446

3/6

CERTIFIED MAIL



7017 0660 0000 6078 2637



1000



89419

U.S. POSTAGE
PAID
WINNEMUCCA, NV
89445
FEB 23, 18
AMOUNT
\$4.16
R2303S101113-06

GABRIEL W.
PO Box 1
LOVELOCK, NV 8

NIXIE 895 DE 1 8999/02/18

NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

00000000000000000000

89428V1208

BC: 89446130909 *6841-81181-02-25

ern Nevada Eyecare
BOX 1309
NEMUCCA NV 89446

CERTIFIED MAIL



7017 0660 0000 6078 2682



1000



89419

U.S. POSTAGE
PAID
WINNEMUCCA, NV
89445
FEB 23, 18
AMOUNT
\$3.95
R2303S101113-06

CHRISTIAN S.
PO Box
LOVELOCK, NV 8

3-3

KAL

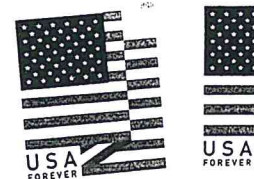
895 FEB 1 11600000/02/18
RETURN TO SENDER

BOX CLOSED
UNABLE TO FORWARD
RETURN TO SENDER

FWD
89446V1309

BC: 89446130909 *6841-00186-02-25

thern Nevada Eyecare
BOX 1309
NEMUCCA NV 89446



Bris A.
~~PO Box~~
Love/ock, NV

NIXIE 895 SC 1 2294/04/18

NOT DELIVERABLE TO ADDRESSEE
UNABLE TO FORWARD

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

89446 NV 89446

BT: 89446180000 89446-11127-25-11

CERTIFIED MAIL

thern Nevada Eyecare
BOX 1309
NEMUCCA NV 89446



7 0660 0000 6078 2705



1000



89419

U.S. POSTAGE
PAID
WINNEMUCCA, NV
89446
FEB 23, 18
AMOUNT
\$3.95
R23039104113-08

1/26

TRAVIS H
P.O. Box 1
LOVELL

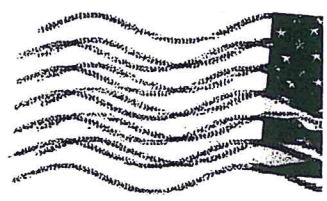
NIXIE 895 DE 1 8955/14/18

NOT DELIVERABLE TO ADDRESSEE
UNABLE TO FORWARD

BT: 89446180000 89446-11127-25-11

ern Nevada Eyecare
OX 1309
JEMUCCA NV 89446

RENO NV 895
RENO NV 895
26 APR 2018 PM 3 L
26 APR 2018 PM 2 L



NATASHA H
PO Box
LOVELOCK, N

Handwritten scribbles and initials

NIXIE 895 DE 1 0005/01/18

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

89446130909

BC: 89446130909 *0041-03588-01-56

thern Nevada Eyecare
BOX 1309
NNEMUCCA NV 89446

RENO NV 895
26 APR 2018 PM 3 T



KEESNER W
P.O. Box
LOVELOCK, N

Handwritten initials

NIXIE 895 DE 1 0004/28/18

RETURN TO SENDER
NO SUCH NUMBER
UNABLE TO FORWARD

89446130909

BC: 89446130909 *2556-11256-26-42

NEMUCCA NV 89446

30 MAR 2012



To the Parents of:
Houston & Marcus A

2254/12/12

00000000000000000000000000000000

1. Name of the person	2. Address	3. City	4. State	5. Zip	6. Phone	7. Fax	8. E-mail	9. Date	10. Signature	11. Title	12. Organization	13. Department	14. Division	15. Branch	16. Office	17. Room	18. Building	19. Campus	20. District	21. Region	22. Country	23. Continent	24. World	25. Universe	26. Multiverse	27. Omniverse	28. Everything	29. Nothing	30. Somewhere	31. Anywhere	32. Everywhere	33. Nowhere	34. Somewhere	35. Anywhere	36. Everywhere	37. Nowhere	38. Somewhere	39. Anywhere	40. Everywhere	41. Nowhere	42. Somewhere	43. Anywhere	44. Everywhere	45. Nowhere	46. Somewhere	47. Anywhere	48. Everywhere	49. Nowhere	50. Somewhere	51. Anywhere	52. Everywhere	53. Nowhere	54. Somewhere	55. Anywhere	56. Everywhere	57. Nowhere	58. Somewhere	59. Anywhere	60. Everywhere	61. Nowhere	62. Somewhere	63. Anywhere	64. Everywhere	65. Nowhere	66. Somewhere	67. Anywhere	68. Everywhere	69. Nowhere	70. Somewhere	71. Anywhere	72. Everywhere	73. Nowhere	74. Somewhere	75. Anywhere	76. Everywhere	77. Nowhere	78. Somewhere	79. Anywhere	80. Everywhere	81. Nowhere	82. Somewhere	83. Anywhere	84. Everywhere	85. Nowhere	86. Somewhere	87. Anywhere	88. Everywhere	89. Nowhere	90. Somewhere	91. Anywhere	92. Everywhere	93. Nowhere	94. Somewhere	95. Anywhere	96. Everywhere	97. Nowhere	98. Somewhere	99. Anywhere	100. Everywhere
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EMUCCA NV 89446

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Case	Year	Location	Population	Age	Gender	Occupation	Education	Marital Status	Religion	Health Status	Family Size	Income	Assets	Debt	Stress Level	Life Satisfaction	Healthcare Access	Healthcare Utilization	Healthcare Expenditure	Healthcare Satisfaction	Healthcare Access Barrier	Healthcare Utilization Barrier	Healthcare Expenditure Barrier	Healthcare Satisfaction Barrier
1	2010	Urban	100,000	25-34	Male	Engineer	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
2	2010	Urban	100,000	35-44	Female	Teacher	Graduate	Married	Muslim	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
3	2010	Urban	100,000	45-54	Male	Businessman	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
4	2010	Urban	100,000	55-64	Female	Homemaker	Graduate	Married	Muslim	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
5	2010	Urban	100,000	65-74	Male	Retired	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
6	2010	Urban	100,000	75-84	Female	Retired	Graduate	Married	Muslim	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
7	2010	Urban	100,000	85-94	Male	Retired	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
8	2010	Urban	100,000	95-104	Female	Retired	Graduate	Married	Muslim	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
9	2010	Urban	100,000	105-114	Male	Retired	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
10	2010	Urban	100,000	115-124	Female	Retired	Graduate	Married	Muslim	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
11	2010	Urban	100,000	125-134	Male	Retired	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
12	2010	Urban	100,000	135-144	Female	Retired	Graduate	Married	Muslim	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
13	2010	Urban	100,000	145-154	Male	Retired	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
14	2010	Urban	100,000	155-164	Female	Retired	Graduate	Married	Muslim	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
15	2010	Urban	100,000	165-174	Male	Retired	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
16	2010	Urban	100,000	175-184	Female	Retired	Graduate	Married	Muslim	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
17	2010	Urban	100,000	185-194	Male	Retired	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
18	2010	Urban	100,000	195-204	Female	Retired	Graduate	Married	Muslim	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
19	2010	Urban	100,000	205-214	Male	Retired	Graduate	Married	Hindu	Good	3	High	High	Low	High	High	Good	High	High	High	Good	Good	Good	Good
20	2010	Urban	100,000	215-224	Female	Retired																		

rn Nevada Eyecare
X 1309
EMUCCA NV 89446

RENO NV 895

14 FEB 2018 PM 2 T



Linda S. [unclear]
Winica, [unclear]

NIXIE 895 DE 1

8902/27/18

NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

8944613090
8944613090

BC: 89446130909 *0894-11533-23-44

rn Nevada Eyecare
X 1309
EMUCCA NV 89446

CERTIFIED MAIL



7017 0660 0000 6078 2729



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89418

U.S. POSTAGE
PAID
WINNEMUCCA, NV
89446
FEB 23, 18
AMOUNT

\$4.16

R2303S101113-06



IMLAY NV

89418

Date

- ☐ Not Deliverable As Addressed
☐ Unable To Forward
☐ Insufficient Address
☐ Moved, Left No Address
☐ Unclaimed ☐ Refused
☐ Attempted - Not Known
☐ No Such Street ☐ Number
☐ Vacant ☐ Illegible
☐ No Mail Recipient
☐ Box Closed - No Order
☐ [unclear] Address
☐ [unclear]

4TF
8944613090

NIXIE 895 DE 1

8903/14/18

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 89446130909

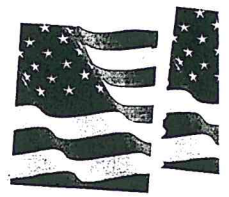
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3/3/18

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IMLAY NV

ern Nevada Eyecare
30X 1309
NEMUCCA NV 89446



CHRISTOPHER F

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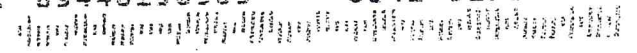
RETURN TO SENDER
NO MAIL RECHARGE
UNABLE TO FORWARD

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ern Nevada Eyecare
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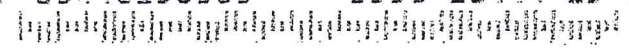
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

NMR

EC: 89446130909

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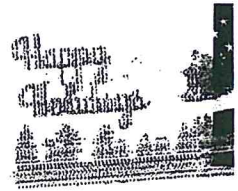
89446>1309



thern Nevada Eyecare
50 E. Haskell, Ste. A
Winnemucca, NV 89445
775-623-5211

fwdk

RENO NV 894
11 DEC 2017 PM 12 L



KC A. C

in

Wm

NORT050 894453062-1717 009 01/06/11
NOTIFY SENDER OF NEW ADDRESS
:NORTHERN NEVADA EYECARE
PO BOX
WINNEMUCCA NV 89446-1309



894453062-1717
894453062-1717



March 30, 2018 TO WHOM IT MAY CONCERN

RE: Requested Update

To date the following actions have been completed or are in progress.

Signs on doors of Winnemucca office and Lovelock office.

Winnemucca office- This office closed June 28, 2017 and a sign was put on the door at that time notifying patients of the move and requesting they call the Lovelock office at the number that was active at the time.

Lovelock office-A sign was posted on the door in January. We were out of the office February 7, 2017. The owner of the building would not let the sign be posted on the door after that date.

Forwarding phone number

AT&T would not forward the phone calls from Lovelock office phone to the current phone number because the current phone is not an AT&T phone but a Verizon phone. The only way they would do the forward is if the phone in Lovelock was kept active. This could not be done because the line was shut off after our move.

Web site notification

There has been no access to the web site and the information concerning it has not been found. The person who was office manager has not responded with the information to date.

Newspaper ads

Ads were placed on February 28, 2017 placed in 3 newspapers. Areas covered were Winnemucca, Battle Mountain, Rye Patch and Lovelock.

The ad read:

NORTHERN NEVADA EYECARE Sadly after 20 years has closed due to health issues. Patients can contact Dr. Bela Svoboda O.D. at 775-625-0924 or Fanny Chan at 775-356-3937. Patients may also send email to nneyecare@gmail.com . Thank you for understanding

Page 2 of 2

Patients records

DR. Bengoa O.D. request for patients records. All requests are current. That office receives their request within 24 to 48 hours.

Order sent

All complaints

All patients request

All others are been copied and sent or are in the process.

Returns

Post office forwards if they have forwarding address.

Respectfully

A handwritten signature in black ink, appearing to read 'B. Svoboda', with a stylized flourish at the end.

Bela Svoboda O.D.

From: Sam Draper
To: [Caren Jenkins](#)
Subject: Questions
Date: Thursday, May 31, 2018 4:06:30 PM

Hi Caren,

I have some questions for you regarding Dr. Svoboda. Regarding the phone being reinstated. Bela had a new phone number put in place, when the offices closed. He posted the number on the doors of the offices and posted it on Facebook. The old numbers have become available again but are quite expensive to reinstate. We are needing to know how long he needs to keep the phones on or if the new phone would be enough since he did advertise the new number?

I also have a question about the files. Are there alternate ways for Dr. Svoboda to hand the files? Our rural area and transient communities make getting the files to former clients quite difficult.

Thank you for the help!

**Thank you,
Samantha Draper, Paralegal
Miller Law Inc.
Phone (775) 623-5000
Fax (775) 623-5060
115 W 5th Street,#7
Winnemucca, NV 89445**

NOTE: This e-mail transmission, including any attachments, is intended only for the named recipient(s) and may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you have received this transmission in error, or are not the named recipient(s), please notify the sender immediately by return e-mail and permanently delete this transmission, including any attachments.

From: Northern Nevada Eyecare
To: [Caren Jenkins](#)
Subject: Re: Svoboda email address
Date: Friday, March 23, 2018 1:12:20 PM

I have printed the attachment and will give it to Bela. Will also give him the instruction for written progress report. I will email it to you if that is acceptable.

Respectfully
Louise

On Fri, Mar 23, 2018 at 9:25 AM, Caren Jenkins <cjenkins@nvoptometry.org> wrote:

We emailed the Order After Hearing to the nneyecare@gmail.com address. Was it received? I've attached a copy.

It would be prudent for Dr. S to provide a **written update outlining his progress** to the Board at its next meeting. The Progress Report must be received by **April 9** to be included in the Board packet.

Caren C. Jenkins, Esq.

Executive Director

Nevada State Board of Optometry

P.O. Box 1824

Carson City NV 89702

[775-883-8367](tel:775-883-8367) - office

[775-305-0105](tel:775-305-0105) – fax

www.nvoptometry.org

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From: Northern Nevada Eyecare [<mailto:nneyecare@gmail.com>]
Sent: Friday, March 23, 2018 8:55 AM
To: Caren Jenkins
Subject: email

Caren Belas personal rmail is not workinh. please send emails to this address

Is there anytging immediate he needs to address. Thank you for your help.

Respectfully

Louise

--

Northern Nevada Eyecare, Ltd.

PO Box 1309

Winnemucca, NV 89446

[775-623-5211](tel:775-623-5211)

--

Northern Nevada Eyecare, Ltd.
PO Box 1309
Winnemucca, NV 89446
775-623-5211

March 21, 2018

Caren Jenkins
Executive Director
NV. Board of Optometry
P O Box 1824
Carson City, NV. 89702

Dear Caren,

Enclosed you will find the paperwork that I based my belief on that shows that Fanny Chan OD did not leave the LTD she stepped away from her positions on the board. This she did without my knowledge until after the fact. The filing was done electronically and my signature was not with my permission. I became aware when I received a copy packet. The same one I have copied for you.

She continues to have her name on the State business license. She also wrote a letter dated November 18, 2017 stating she would continue to perform her duties. If I have seemed determined that she accept her portion of the responsibilities for the business it is because she stated as much.

I have continued to have the files sent to the patients. To C. Bengoa OD per request. Also with storage requirements taken from the information you provided Louise, I will make arrangements for the storage of files we are required to keep.

Respectfully,



Bela Svoboda O D

Northern Nevada Eyecare, LTD
C/O Bela Svoboda, O.D.
4084 Broken Hill Rd
Winnemucca, NV 89445

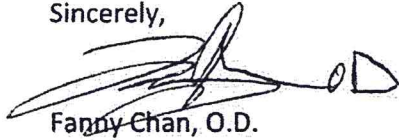
November 18, 2016

Dear Board of Directors,

Effective November 18, 2016, I am resigning as a member of the Board of Directors and also as an Officer of Northern Nevada Eyecare, LTD namely as Vice-President and Treasurer. I will continue to perform my duties as an optometrist. Also, if my expertise is still needed in the area of preparing quarterly taxes as well as overseeing and compiling financial information for our corporate accountant, I will be able to continue that as well.

I shall remain as a Shareholder until such time as I could redeem my shares in the event of a buy-out.

Sincerely,



Fanny Chan, O.D.

10/16/2017

SECRETARY OF STATE

**350.00

Three Hundred Fifty and 00/100*****

SECRETARY OF STATE
AMENDMENTS DIVISION
204 NORTH CARSON STREET, STE 1
CARSON CITY NV 89701-4520

BUSINESS LIC

SECRETARY OF STATE

BUSINESS LIC

10/16/2017

350.00

CASH IN BANK - WE BUSINESS LIC

350.00

SECRETARY OF STATE

BUSINESS LIC

10/16/2017

350.00

CASH IN BANK - WE BUSINESS LIC

350.00

Pending Review and Processing... Check your Email

Please make sure to check your email in the next several hours to download, print, and save your license. ?

Help us to make licensing easier! Please let us know how we're doing by leaving your comments: Click Here to Take SURVEY (<https://www.surveymonkey.com/r/NH6QM5F>)

Your confirmation number is T8CX7

Billing Information

Fanny W Chan

738 PRATER WAY, SPARKS, NV 89431

Agency	Job Number	Item	Qty	Unit Price	Subtotal	Status
NV Secretary of State's Office	C20171016-0707	Annual List for 'NORTHERN NEVADA EYECARE, LTD. (CHAN & SVOBODA)'			\$350.00	Your service has been processed and you will receive an email with instructions regarding how to obtain your purchased service.
		Annual List	1	\$150.00		
		Business License	1	\$200.00		

[Continue Shopping \(/home\)](#)

Dr Chan paid \$350⁰⁰
with her credit card.

Transfer Confirmation

From

Wmca Biz ...6337 (Available balance = \$2,477.77)

To

EVERYDAY CHECKING ...4216 (Available balance = \$5,211.19)

Frequency

Once

Send on

10/16/17

Amount

\$350.00

Memo

For filing list of officers for NNEC

Confirmation code

IB03VDY3FC

For important information about this transaction, please read the notes below.

[Make Another Transfer](#) | [Go to Account Summary](#)

☒ When will this transfer be credited to my account?

☒ What happens if there isn't enough money in my account to cover this transaction?

SECRETARY OF STATE



NEVADA STATE BUSINESS LICENSE

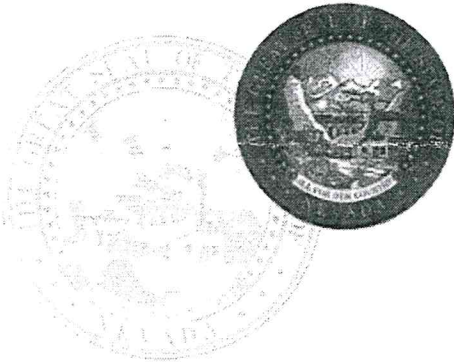
NORTHERN NEVADA EYECARE, LTD. (CHAN & SVOBODA)

Nevada Business Identification # NV19981384941

Expiration Date: November 30, 2018

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on October 16, 2017

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases.
Failure to do so will result in late fees or penalties which by law cannot be waived.

(PROFIT) INITIAL/ANNUAL LIST OF OFFICERS, DIRECTORS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

NORTHERN NEVADA EYECARE, LTD. (CHAN & SVOBODA)

C27152-1998

NAME OF CORPORATION

FOR THE FILING PERIOD OF NOV, 2017 TO NOV, 2018



100103

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all officers and directors. A President, Secretary, Treasurer, or equivalent of and all Directors must be named. There must be at least one director. An Officer must sign the form. **FORM WILL BE RETURNED IF UNSIGNED.**

2. If there are additional officers, attach a list of them to this form.

3. Return the completed form with the filing fee. Annual list fee is based upon the current total authorized stock as explained in the Annual List Fee Schedule For Profit Corporations. A \$75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.

4. State business license fee is \$500.00/\$200.00 for Professional Corporations filed pursuant to NRS Chapter 89. Effective 2/1/2010, \$100.00 must be added for failure to file form by deadline.

5. Make your check payable to the Secretary of State.

6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional \$30.00 per certification. A copy fee of \$2.00 per page is required for each additional copy generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.

7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.

8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

Filed in the office of <i>Barbara K. Cegavske</i> Barbara K. Cegavske Secretary of State State of Nevada	Document Number 20170436876-84 Filing Date and Time 10/16/2017 10:51 AM Entity Number C27152-1998
--	---

(This document was filed electronically.)
ABOVE SPACE IS FOR OFFICE USE ONLY

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code:

NRS 76.020 Exemption Codes

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

001 - Governmental Entity

006 - NRS 680B.020 Insurance Co

☐ This corporation is a publicly traded corporation. The Central Index Key number is:

☐ This publicly traded corporation is not required to have a Central Index Key number.

NAME BELA SVOBODA	TITLE(S) PRESIDENT (OR EQUIVALENT OF)
ADDRESS P.O. BOX 1309	CITY WINNEMUCCA
	STATE NV
	ZIP CODE 89446-1309
NAME BELA SVOBODA	TITLE(S) SECRETARY (OR EQUIVALENT OF)
ADDRESS P.O. BOX 1309	CITY WINNEMUCCA
	STATE NV
	ZIP CODE 89446-1309
NAME BELA SVOBODA	TITLE(S) TREASURER (OR EQUIVALENT OF)
ADDRESS P.O. BOX 1309	CITY WINNEMUCCA
	STATE NV
	ZIP CODE 89446-1309
NAME BELA SVOBODA	TITLE(S) DIRECTOR
ADDRESS P.O. BOX 1309	CITY WINNEMUCCA
	STATE NV
	ZIP CODE 89446-1309

None of the officers or directors identified in the list of officers has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of an officer or director in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X BELA SVOBODA

Signature of Officer or
Other Authorized Signature

Title

PRESIDENT

Date

10/16/2017 10:51:07 AM

Nevada Secretary of State List Profit
Form: 100103 Revised: 7-1-17

STATE OF NEVADA

BARBARA K. CEGAVSKE
Secretary of State

KIMBERLEY PERONDI
*Deputy Secretary
for Commercial Recordings*



OFFICE OF THE
SECRETARY OF STATE

Commercial Recordings Division

202 N. Carson Street
Carson City, NV 89701-4201
Telephone (775) 684-5708
Fax (775) 684-7138

FANNY CHAN
20/20 VISION
180 Leo Drive
Sparks, NV 89441

Job: C20171016-0707
October 16, 2017

Special Handling Instructions:

Charges

Description	Document Number	Filing Date/Time	Qty	Price	Amount
Annual List	20170436876-84	10/16/2017 10:51:10 AM	1	\$150.00	\$150.00
Business License 11/2017-11/2018	20170436876-84	10/16/2017 10:51:10 AM	1	\$200.00	\$200.00
Total					\$350.00

Payments

Type	Description	Amount
Credit	03156C 5081762648176255603017	\$350.00
Total		\$350.00

Credit Balance: \$0.00

Job Contents:

File Stamped Copy(s): 1
Business License(s): 1

FANNY CHAN
20/20 VISION
180 Leo Drive
Sparks, NV 89441

From: [Caren Jenkins](#)
To: nneyecare@wmca.net
Cc: [Sam Draper \(samdraper@millerlawinc.us\)](mailto:samdraper@millerlawinc.us)
Subject: RE: RECORDS
Date: Wednesday, June 6, 2018 11:27:00 AM

Please contact the appropriate state/federal agency regarding patient records. I am unable to offer legal advice. You may wish to request an opinion from Dr. Svoboda's attorney.

Caren C. Jenkins, Esq.
Executive Director

Nevada State Board of Optometry
P.O. Box 1824
Carson City NV 89702
775-883-8367 - office
775-305-0105 – fax
www.nvoptometry.org

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From: Northern Nevada Eyecare [mailto:nneyecare@gmail.com]
Sent: Wednesday, June 6, 2018 10:34 AM
To: Caren Jenkins
Subject: RECORDS

Caren,
Would you please answer a question for me? Is the doctor required to keep patients files even though he has sent them a copy or can he send them the original. This is for my information so I can do the right thing. Your help would be much appreciated.

Respectfully
Louise

--

Northern Nevada Eyecare, Ltd.
PO Box 1309
Winnemucca, NV 89446
775-623-5211

Application for licensure as a Nevada Optometrist : Entry # 2490

Name

Nguyen

Huyen

M

Ms

Social Security Number

586-52-5703

Current Address

1010-b Florin Road
Sacramento, California 95831
United States
[Map It](#)

Permanent Mailing Address, including postal code if different from current address listed above

1010-b Florin Road
Sacramento, California 95831
United States
[Map It](#)

Identify Preferred Mailing Address

Permanent

Identify each maiden name, surname, or any other names or aliases you have been known by or used, and identify the reason for your name change.

Huyen Nguyen

Place of birth (City, County, State, other jurisdiction, Country)

Saigon, Viet Nam

Date of Birth

10/09/1965

Telephone Numbers

(916) 393-2020

E-Mail Address

huyen@siteforsoreeyes.net

Are you a citizen of the United States?

Yes

Do you intend to seek entry into the United States for the purpose of performing labor as a healthcare worker, other than an optometrist?

Application for licensure as a Nevada Optometrist : Entry # 2490

No

Have you ever served in the Military?

No

Military Occupation Specialty/Specialties?

Not applicable

Has your spouse ever served in the Military?

No

Military Occupation Specialty/Specialties?

Not applicable

1. Name of Last Secondary School Attended

Southern California College of Optometry

Location of Last Secondary School Attended

Fullerton, CA

Year of Graduation

1993

Name of College/University

Southern California College of Optometry

Southern California College of Optometry

Dates of Attendance

From - To

08/88 - 05/90

From - To

08/88 - 05/93

Graduated

Yes

Yes

Degree/Major

Biological Science

Doctor of Optometry

Application for licensure as a Nevada Optometrist : Entry # 2490

Jurisdiction

CA

GA

TX

License Number

10148T

OPT001424

4917T

Date of Issuance

09/15/1993

12/14/1993

06/13/1993

Status

Revoked

Lapsed

Expired+1

1. Have you ever had an application for any professional license refused or denied by any licensing authority?

No

2. Have you ever been refused or denied the privilege of taking an examination required for any professional licensure?

No

3. Have you ever voluntarily surrendered your optometry license?

Yes

4. Have you ever allowed your optometry license to lapse, or had a limited license issued by any optometric authority?

Yes

5. Have you ever voluntarily surrendered any other professional license?

Application for licensure as a Nevada Optometrist : Entry # 2490

No

6. Have you ever allowed any other professional license to lapse, or had a limited license issued by any other licensing authority?

No

7. Have you ever been the subject of disciplinary action with regard to your optometry license?

Yes

8. Has your optometry license ever been revoked?

Yes

9. Have you ever had any other professional license revoked?

No

10. Have you ever been the subject of disciplinary action by any licensing agency with regard to any other professional license?

No

11. To your knowledge, have any unresolved or pending complaints been filed against you by any optometric licensing authority?

No

12. Have you ever had a registration issued by a controlled substance authority revoked, suspended, surrendered, limited, or restricted?

No

13. Have you ever voluntarily surrendered a registration issued by a controlled substance authority?

No

14. Has your application for accreditation by the DEA ever been denied?

No

15. Has the DEA ever disciplined your certification, or have you ever voluntarily surrendered it, allowed it to lapse, or had a limited certificate issued by the DEA:

No

16. Is there any disciplinary action pending against you by any licensing jurisdiction, drug enforcement agency, or any state drug enforcement authority?

No

17. Have you been charged with or convicted (including a nolo contendere plea or guilty plea) of a felony (or criminal offense in any state or federal court (other than minor traffic violations) whether or not sentence was imposed or suspended?

No

18. Have you ever been pardoned from a felony (or criminal) conviction?

No

19. Have you ever had a record expunged from a felony (or criminal) conviction?

No

Application for licensure as a Nevada Optometrist : Entry # 2490

20. Have you ever been charged with or convicted (including a nolo contendere plea or guilty plea) of a violation of any federal or state drug law(s) or rule(s) whether or not sentence was imposed or suspended?

No

21. Are you being treated or have you, in the last 5 years, been treated for drug or alcohol addiction or participated in a rehabilitation program?

No

1. Name of Business/Institution

iOptical Inc.

Address/Phone Number of Business/Institution

1010-b Florin Road, Sacramento, CA 95831, 916-393-2020

Dates of Employment

04/01/2015

Job Title

Officer

Name of Supervisor

Self

Reason for termination/resignation

I am still working for myself.

2. Name of Business/Institution

In Focus Optometry

Address/Phone Number of Business/Institution

1010-b Florin Road, Sacramento, CA 95831, 916-393-2020

Dates of Employment

10/01/1995

03/31/2015

Job Title

Owner

Name of Supervisor

Self

Reason for termination/resignation

I am still working for myself. I only changed the business name.

1. I currently have no obligation for child support

Application for licensure as a Nevada Optometrist : Entry # 2490

Yes

2. I am currently obligated by Court Order for the payment of child support

No

3. No arrearage exists on the child support obligation

No

4. Currently there is an arrearage on the child support obligation

No

5. I am currently repaying a child support arrearage pursuant to an agreement with the District Attorney or other public enforcement agency, and my ongoing monthly payment is current

No

- By submitting this information and checking this box, I affirm that each document is complete and correct and that all information contained in this submission is true under the pains and penalties of perjury and the requirements of NRS Chapter 636 and NAC Chapter 636 and Nevada law generally. I also acknowledge that if I have directed or authorized a person to complete or submit this information on my behalf, I, the optometrist licensed by the Nevada Board of Optometry, am fully responsible for the content of the submission.

Name

Huyen Nguyen

Date

05/29/2018

Billing Address

1010 Florin Road Ste B
Sacramento, California 95831
United States
[Map It](#)

Credit Card

Visa
XXXXXXXXXXXX7689

- I have read all questions, answers and statements and know the contents thereof. I hereby certify, under penalty of perjury, that the information furnished on this application are true, accurate and correct.

Order

Application for licensure as a Nevada Optometrist : Entry # 2490

Product	Qty	Unit Price	Price
Application/Examination fee	1	\$450.00	\$450.00
Processing Fee (3.5%)	1	\$15.75	\$15.75
		Total	\$465.75

Notes



QBMS (Intuit)

added on May 28, 2018 at 12:46 am

Payment has been completed. Amount: \$465.75. Transaction Id: PI0164718323.

Agenda item 5: Application of Dr. Nguyen for licensure. E.D. notes.

1. ***Remember, the Board's articulated purpose is to protect the public and maintain the integrity of the profession.***

NRS 636.010 Legislative declaration. The practice of optometry is hereby declared to be a learned profession, affecting public safety and welfare and charged with the public interest, and therefore subject to protection and regulation by the State.

[1:208:1955]

Dr. Nguyen has not been found to have affected a patient's health or safety, but has been found to have improperly billed for optometric services by the California Board. Additionally, the CA Order shows that Dr. Nguyen failed to follow an order issued by that licensing board for an extended period.

2. ***Our licensure requirements do not, on their face, appear to preclude Dr. Nguyen from obtaining a Nevada license.***

NRS 636.150 Requirements for obtaining license. Except as otherwise provided in [NRS 636.206](#) and [636.207](#), any person applying for a license to practice optometry in this State must:

1. File proof of his or her qualifications;
2. Make application for an examination;
3. Take and pass the examination;
4. Pay the prescribed fees; and
5. Verify that all the information he or she has provided to the Board or to any other entity pursuant to the provisions of this chapter is true and correct.

[38:208:1955] — (NRS A [1993, 2867](#); [2015, 3015, 3893](#))

NRS 636.155 Proof of applicant's qualifications. Except as otherwise provided in [NRS 636.206](#) and [636.207](#), an applicant must file with the Executive Director satisfactory proof that the applicant:

1. Is at least 21 years of age;
2. Is a citizen of the United States or is lawfully entitled to reside and work in this country;
3. **Is of good moral character;**
4. Has been certified or recertified as completing a course of cardiopulmonary resuscitation within the 12-month period immediately preceding the examination for licensure; and
5. Has graduated from a school of optometry accredited by the established professional agency and the Board, maintaining a standard of 6 college years, and including, as a prerequisite to admission to the courses in optometry, at least 2 academic years of study in a college of arts and sciences accredited by the Association of American Universities or a similar regional accrediting agency.

[39:208:1955] — (NRS A [1969, 98](#); [1977, 1565](#); [1993, 2867](#); [2015, 3016, 3893](#))

3. ***The following may be material in determining her "moral character" qualifications.***

NRS 636.206 Expedited license by endorsement: Requirements; procedure for issuance.

1. The Board may issue a license by endorsement to engage in the practice of optometry to an applicant who meets the requirements set forth in this section. An applicant may submit to the

Agenda item 5: Application of Dr. Nguyen for licensure. E.D. notes.

Board an application for such a license if the applicant holds a corresponding valid and unrestricted license to engage in the practice of optometry in the District of Columbia or any state or territory of the United States.

2. An applicant for a license by endorsement pursuant to this section must submit to the Board with his or her application:

(a) Proof satisfactory to the Board that the applicant:

(1) Satisfies the requirements of subsection 1;

(2) Is a citizen of the United States or otherwise has the legal right to work in the United States;

(3) Has had no adverse actions reported to the National Practitioner Data Bank within the past 5 years;

(4) Has been continuously and actively engaged in the practice of optometry for the past 5 years;

(5) Has not been disciplined and is not currently under investigation by the corresponding regulatory authority of the District of Columbia or any state or territory in which the applicant currently holds or has held a license to engage in the practice of optometry; and

(6) Has not been held civilly or criminally liable for malpractice in the District of Columbia or any state or territory of the United States;

(b) An affidavit stating that the information contained in the application and any accompanying material is true and correct; and

(c) Any other information required by the Board.

BEFORE THE
STATE BOARD OF OPTOMETRY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Petition to Revoke
Probation Against:

Huyen Mong Nguyen

Optometrist License No. 10148

Respondent.

Case No. D2 2002-162

ORDER DENYING PETITION FOR RECONSIDERATION

The Petition for Reconsideration, which has been filed by respondent in the above-entitled matter, having been read and considered, and good cause for the granting of the petition not having been shown, the petition is hereby denied. Accordingly, the Decision shall remain effective on March 23, 2015.

IT IS SO ORDERED this 20th day of March, 2015.


Alejandro Arredondo, OD, President
California State Board of Optometry

**BEFORE THE BOARD OF OPTOMETRY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Petition to Revoke
Probation Against:

Case No. D2-2002-162

Huyen Mong Nguyen
In Focus Optometry
1010-B Florin Road
Sacramento, CA 95831

Optometrist License No. 10148

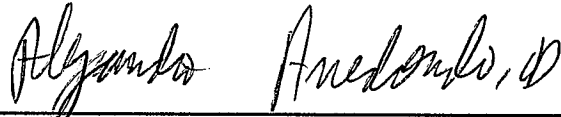
Respondent

DECISION AND ORDER

The attached Proposed Decision is hereby adopted by the State Board of Optometry, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective March 13, 2015.

It is so ORDERED February 11, 2015.



Alejandro Arredondo, O.D, President
California State Board of Optometry

BEFORE THE
STATE BOARD OF OPTOMETRY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Petition to Revoke Probation
Against:

HUYEN MONG NGUYEN
In Focus Optometry

Optometry License No. OPT 10148

Respondent.

Case No. D2-2002-162

OAH No. 2013100585

PROPOSED DECISION

This matter was heard before Marcie Larson, Administrative Law Judge, Office of Administrative Hearings, State of California, on October 22, 2014, and November 19, 2014, in Sacramento, California.

Kristina Jansen, Deputy Attorney General, represented complainant Mona Maggio, the Executive Officer of the State Board of Optometry (Board), Department of Consumer Affairs.

Huyen Mong Nguyen (respondent) appeared and was represented by Craig S. Steinberg, Attorney at Law.

Evidence was received, the record was closed, and the matter was submitted for decision on November 19, 2014.

FACTUAL FINDINGS

1. On September 10, 1993, the Board issued to respondent a Certificate of Registration to Practice Optometry, License number 10148. The license will expire on October 31, 2015, unless renewed or revoked.
2. On September 25, 2013, complainant, acting solely in her official capacity as the Executive Officer of the Board, signed and thereafter filed the Petition to Revoke

Probation. Complainant contends that grounds exist to revoke respondent's probation and impose the stayed order of revocation due to respondent's failure to comply with the terms and conditions of her probation. Specifically, complainant alleges that respondent failed to comply with the community service and billing audit requirements of her probation.

3. Respondent timely filed a Notice of Defense, pursuant to Government Code section 11506. The matter was set for an evidentiary hearing before an Administrative Law Judge of the Office of Administrative Hearings, an independent adjudicative agency of the State of California, pursuant to Government Code section 11500 et seq.

Prior Disciplinary Actions

SEPTEMBER 26, 2005 ACCUSATION

4. On September 26, 2005, Taryn Smith, the former Executive Officer for the Board, signed and thereafter filed an Accusation against respondent. The Accusation alleged that between May 2000 and July 2002, respondent "knowingly presented or caused to be presented false or fraudulent claims for the payment of losses under contracts of insurance..." Specifically, for at least ten patients, respondent submitted false or fraudulent claims to the Vision Service Plan (VSP), a vision insurance company. The Accusation also stated that respondent admitted that "some of the billings she submitted to VSP were not accurate and that she submitted eClaims to VSP with prescriptions different from those noted in the patient's files." Respondent informed the Board "that she 'wanted to make her customers happy' by helping them buy products that were not covered by insurance."

The Accusation charged respondent with knowingly presenting false or fraudulent claims for payment under a contract for insurance, a violation of Business and Professions Code section 810, subdivision (a)(1) and (2), and obtaining fees by fraud or misrepresentation, a violation of Business and Professions Code section 3090, subdivision (b).

JULY 10, 2006 STIPULATED SETTLEMENT AGREEMENT

5. On May 11, 2006, respondent entered into a Stipulated Settlement Agreement and Disciplinary Order (July 10, 2006 Agreement) with the Board. The Agreement was effective on July 10, 2006, after it was adopted by the Board. As part of the July 10, 2006 Agreement, respondent admitted to the truth of each and every charge and allegation in the Accusation. As a result of the July 10, 2006 Agreement, respondent's license was revoked. However, the revocation was stayed. Respondent's license was suspended for 14 days. In addition, respondent was placed on probation for five years, subject to various terms and conditions, including that she comply with the Board's probation program, obey all laws, submit timely written reports to the Board, submit to a supervised practice, and pay the Board \$21,126.25 in costs associated with its investigation and enforcement of the Accusation. There was no requirement in the July 10, 2006 Agreement that respondent complete community service hours.

May 13, 2010 PETITION TO REVOKE PROBATION

6. On May 13, 2010, complainant filed a Petition to Revoke Probation against respondent, due to her failure to comply with the terms and conditions of her probation. Complainant alleged that respondent failed to comply with the Board's probation program in that she failed to obey all laws. Specifically, respondent drove her vehicle with an expired driver's license. Complainant also alleged that respondent failed to submit timely quarterly reports, failed to timely obtain a supervising optometrist to supervise her practice, and failed to make timely payments to the Board for the cost associated with its investigation and enforcement which she agreed to pay.

MAY 18, 2011 STIPULATED SETTLEMENT

7. On January 14, 2011, respondent entered into a Stipulated Settlement Agreement and Disciplinary Order (Agreement) with the Board. The Agreement was effective on May 18, 2011, after it was adopted by the Board. As part of the Agreement, respondent admitted to the truth of each and every charge and allegation in the Petition to Revoke Probation. As a result of the Agreement, respondent's probationary license was revoked. However, the revocation was stayed and respondent was placed on probation for an additional five years, subject to various terms and conditions. The terms and conditions that are at issue are as follows in pertinent part:

10: COMMUNITY SERVICE.

Within thirty (30) days of the effective date of this decision, Respondent shall submit to the Board, for its prior approval, a community service program in which Respondent provides free professional services on a regular basis to a community of charitable facility or agency, amount [sic] to a minimum of sixteen (16) hours per month of probation. Such services shall begin no later than sixty (60) days after the effective date of this order.

[...]

14: VIOLATION OF PROBATION.

If Respondent violates probation in any respect, the Board, after giving Respondent notice and the opportunity to be heard, may revoke probation and carry out the disciplinary order that was stayed. If a petition to revoke probation is filed against Respondent during probation, the Board shall have continuing jurisdiction and the period of probation shall be extended until the matter is final. No petition for modification of penalty shall

be considered while there is an accusation or petition to revoke probation or other penalty pending against Respondent.

[§ 11]

16. MONITOR BILLING SYSTEM AUDIT.

Within sixty (60) days of the effective date of this decision, Respondent shall provide to the Board or its designee the names and qualifications of three auditors. The Board or its designee shall select one of the three auditors to audit Respondent's billing for compliance with the Billing System condition of probation. During said audit, randomly selected client billing records shall be reviewed in accordance with accepted auditing/accounting standards and practices. If requested by the Board, the Board shall be advised of the results of the audit, upon request. The cost of the audits shall be borne by Respondent. Failure to pay for the audits in a timely fashion or failure to provide the Board with the audit results or copies of the audited records within ten (10) days from audit completion shall constitute a violation of probation. Respondent's practice is no longer required to be monitored by a supervising optometrist (Dr. Hoverman), at this point in time.

(Capitalization in original.)

There was no separate "Billing System condition" in respondent's Agreement.

Respondent's Probation Violations

VIOLATION OF COMMUNITY SERVICE REQUIREMENT

8. Jessica Sieferman, a probation monitor for the Board, served as respondent's probation monitor during all times relevant to this proceeding. Within one week of the effective date of the Agreement, Ms. Sieferman met with respondent for an orientation meeting to discuss the terms of her probation. Ms. Sieferman discussed with respondent how she planned to obtain 16 hours per month of community service. Respondent informed Ms. Sieferman that she intended to do some research and submit a written plan. Respondent had until June 17, 2011, to submit a plan.

9. On June 17, 2011, the Board received respondent's written community service plan. Respondent's plan stated that she would give free eye examinations for four hours every Friday, "to low income people" at her business, In Focus Optometry. Respondent stated that she would contact "Lyons Club, Kiwanis, Salvation Army, Loaves and Fishes, The Mustard Seed, etc." to offer to conduct free eye examinations.

10. On June 27, 2011, Ms. Sieferman sent respondent an email that contained several questions about respondent's community service plan. Ms. Sieferman was concerned that respondent would not be able to meet her community service hours. She was also concerned that the hours would be difficult to verify. Ms. Sieferman asked respondent how she intended to advertise her free eye exams and to explain her criterion for low income. Ms. Sieferman also asked respondent if she had contacted "other organizations" that respondent had mentioned she would contact to inquire as to whether she could arrange to provide free optometric services for the organization.

Ms. Sieferman informed respondent that she would "only receive community service credit for time spent on the free eye exams." Ms. Sieferman further explained that "if you offer free exams from 9AM-1PM, but only give one 15 minute exam, you will only receive credit for 15 minutes." Ms. Sieferman recommended that respondent "research health clinics and any health fairs" in respondent's area. Respondent did not reply to the email.

11. On July 9, 2011, Ms. Sieferman sent respondent a follow-up email and asked respondent to respond to her questions regarding her community service plan. Ms. Sieferman informed respondent that her plan had not yet been approved.

12. On July 12, 2011, respondent sent Ms. Sieferman an email and responded to her questions. In response to the question regarding how she intended to advertise the free eye exams, respondent wrote:

There are plenty of people who need vision care but cant [sic] afford it. I usually like to donate my time to clubs such as the Kiwanis and Lions or the Asian temples and churches.

Respondent also wrote that she had no set criteria for income and that she intended to give free eye examinations to anyone recommended by the leaders of the organizations where she donated her time. Respondent also stated that she had not contacted any organization to arrange to provide free optometric services because she did not think that it would be "that difficult to attract people for FREE eye exams." (Emphasis in original.)

13. On July 16, 2011, Ms. Sieferman sent respondent an email and informed her that she and Ms. Maggio were "hesitant" to approve her community service plan. Ms. Sieferman was concerned that respondent still did not have a way to verify the free services she intended to provide. Ms. Sieferman asked respondent to submit a plan of how she intended to provide the verification of her community services hours. Ms. Sieferman also reminded respondent that during the orientation meeting she had offered to create a "Verification Form" for respondent to use, but respondent did not want the Board's letterhead on the form. Ms. Sieferman instructed respondent to submit a "Verification of Community Service form" for approval not later than July 20, 2011. Ms. Sieferman informed respondent that the form should include the "date, time spent examining the patient and the patient's signature." Ms. Sieferman also reminded respondent that she would only receive credit for time spent examining patients.

The same day, Ms. Sieferman left respondent a voice message and informed her that she had sent her an email of "high importance" concerning her community service plan. Ms. Sieferman asked respondent to respond to her email immediately and to contact her if she had any questions. Respondent did not reply to Ms. Sieferman's email. Per the Agreement, respondent's community service hours were required to begin no later than July 17, 2011.

14. Only July 19, 2011, Ms. Sieferman sent respondent an email and asked her if she had received her voice message or reviewed the email she had sent her on July 16, 2011.

15. On July 20, 2011, respondent sent Ms. Sieferman an email and "Verification of Community Service form." Ms. Sieferman approved the form and respondent's community service plan on July 21, 2011. Respondent was required to obtain prior approval from Ms. Sieferman to perform any community services hours for any activities other than providing free eye examinations for four hours on Fridays. Respondent was required to obtain pre-approval so that Ms. Sieferman could ensure that proposed community service was appropriate and the hours of service could be verified. In order to obtain prior approval, respondent could email Ms. Sieferman information about the community service opportunity and contact information for the coordinator of the event or a person that could verify the time respondent spent performing eye examinations.

16. Per respondent's Agreement, she was required to file quarterly reports of compliance. At the same time, respondent provided verification of her community service hours for the previous quarter. On October 6, 2011, respondent submitted verification of community service hours for July, August and September 2011. Respondent informed Ms. Sieferman that because her plan was not approved until July 21, 2011, she did not have enough time to complete her hours for July 2011. Respondent only completed 3.48 hours in July 2011. Respondent completed over 16 hours of community service in both August and September 2011.

17. On October 11, 2011, Ms. Sieferman sent respondent an email concerning her community service hours for July, August, and September 2011. Ms. Sieferman acknowledged that in July, respondent only had 11 days to complete 16 hours of community service. She stated "[i]n the future, if you do not meet the 16 hour per month requirement, it will be considered a violation of your probation." (Bolding in original.)

Concerning the verification forms respondent submitted, Ms. Sieferman informed her that "in some instances" she had failed to obtain the patient's signature to verify the time spent on the examination. Ms. Sieferman directed respondent to provide the patient records for four patients who had not signed the verification form. Ms. Sieferman informed respondent that in the future, she would not receive credit hours for any examinations in which the patient did not sign the verification.

Ms. Sieferman informed respondent that it appeared on the documentation respondent provided that one individual "forged signatures" for seven other individuals. Ms. Sieferman referenced in the email a conversation she had with respondent the same day, in which

respondent explained that a father had signed on behalf of himself and seven minors. Ms. Sieferman instructed respondent that the "parent/guardian" should not forge the signatures of the minors and in order to "rectify this situation in the future" to add a column to the verification form titled "Relation to Patient."

18. On January 5, 2012, respondent's counsel Mr. Steinberg sent an email to Ms. Maggio. Mr. Steinberg stated that the community service plan submitted by respondent was "flawed" in that she was only receiving credit for the time she spent conducting examinations. Mr. Steinberg further stated that respondent's business had been slow, that she was only averaging 20 paid examinations per month and that it was "impossible" to expect her to be able to schedule enough free eye examinations to meet the 16-hour per month requirement. Mr. Steinberg stated that respondent was scheduled to turn in her next community service logs on January 6, 2012, and that she did not meet the 16-hour per month requirement.

Mr. Steinberg requested that the Board permit respondent 30 days to submit a new community service plan and that the Board not deem her failure to obtain her hours up to that point a violation of her probation. He also stated that respondent was willing to make up any "net deficiency in the accumulated community service hours so that the total hours will meet the 16/hr [sic] per month average."

19. On January 5, 2012, Ms. Sieferman responded to Mr. Steinberg's email. Ms. Sieferman informed Mr. Steinberg that she had discussed with respondent the "potential problems" with the plan submitted by respondent. Ms. Sieferman informed Mr. Steinberg that his proposal that respondent submit a new plan was a "good idea to solve her current problems." Ms. Sieferman instructed Mr. Steinberg to have respondent submit her new plan within the next 30 days. Ms. Sieferman also recommended that respondent look into "volunteer organizations that are in need of optometrists." Respondent did not submit a new community service plan.

20. Between October 2011 and April 2012, respondent failed to satisfy the community service requirement of her Agreement as follows:

<u>Date</u>	<u>Hours Completed</u>
October 2011	7.92
November 2011	7.5
December 2011	8.33
January 2012	4.25
February 2012	4
March 2012	10.75
April 2012	10.5

21. On April 10, 2012, Ms. Sieferman held a compliance interview with respondent. On April 18, 2012, Ms. Sieferman sent respondent an email which documented items that were discussed at the compliance interview. Ms. Sieferman requested that

respondent provided verification for the community service hours she completed in October, November and December 2011.

Ms. Sieferman also requested that respondent provide her with the name of the coordinator for a convalescent home where respondent wanted to perform community service hours and the contact information for someone who could verify hours respondent spent providing free services at a "RAM" Health Fair event on April 1 and 2, 2012. Respondent had spent 16 hours providing free eye examinations at the event, but did not obtain prior approval from Ms. Sieferman to work at the RAM event. Ms. Sieferman agreed to verify the hours that respondent had worked and to record that she provided the services. However, it would be noted that she did not get prior approval. As a result, respondent only got credit for 10.5 hours of community service for April 2012.

Ms. Sieferman encouraged respondent to contact her with any questions or concerns about her probation, rather than wait to notify her that she is having problems complying with the terms of her probation.

22. On May 21, 2012, Ms. Sieferman sent respondent an email as a follow-up to her April 18, 2012 email. Ms. Sieferman informed respondent that she still had not received verification of her community service hours for October, November, and December 2011. Respondent also had not sent Ms. Sieferman contact information for the coordinator of the convalescent home or anyone who could verify the hours respondent spent at the RAM Health Fair event.

23. Between June 2012 and August 2012, respondent failed to satisfy the community service requirement of her Agreement as follows:

<u>Date</u>	<u>Hours Completed</u>
June 2012	9.7
July 2012	6.8
August 2012	3.1

24. On August 2, 2012, Ms. Sieferman sent respondent an email and informed her that she had researched community service opportunities in respondent's area. Ms. Sieferman stated that the California Vision Foundation (CVF), the charitable arm of the California Optometric Association (Association) was willing to allow respondent to volunteer her time with the organization. Ms. Sieferman provided respondent with contact information for the coordinator of the CVF. Respondent contacted the CVF and arranged to have CVF send her patients. At hearing, Amanda Winans, an administrative assistant with the Association explained that respondent had asked CVF to send her as many patients as possible.

25. At hearing, Ms. Sieferman testified that there was a period of time in 2012, when many of the Board's probationers were struggling to find enough community service opportunities to fulfill their probation requirements, because some organizations were

hesitant to allow optometrists who were on probation to provide free services. In addition to the CVF, Ms. Sieferman contacted health clinics to research volunteer opportunities for the Board's probationers. By 2013 the community services opportunities improved and all of the Board's probationers, except respondent, complied with their community service requirements.

26. On October 7, 2012, respondent sent Ms. Sieferman an email with verification of her community service hours for July, August, and September 2012. Respondent stated that she did not meet her hours for July and August, but that since Ms. Sieferman had referred her to the Association, she had a "steady amount of patients to serve out [her] community service requirement."

27. Between October 2012 and May 2013, respondent failed to satisfy the community service requirement of her Agreement as follows:

<u>Date</u>	<u>Hours Completed</u>
October 2012	7.3
November 2012	6.7
December 2012	15.7
January 2013	14.1
February 2013	10.1
March 2013	10
April 2013	4.7
May 2013	1.7
June 2013	9.3

28. On or about July 1, 2013, respondent sent a letter to Ms. Sieferman concerning her failure to obtain her hours for April, May and June 2013. Respondent stated that in April 2013, she closed her office for a week and one-half in order to travel to Arizona. Respondent was scheduled to donate one of her kidney's to her sister. Respondent was required to go through extensive testing in April prior to the surgery. Respondent also stated that in April, CVF had sent her six patients, but one failed to show for the appointment.

Respondent stated that in May 2013, she closed her office for a little over one week to prepare for her surgery which occurred on May 29, 2013. In addition, she only saw four CVF patients that month.

Respondent provided Ms. Sieferman a note from her doctor which excused her from work from May 29, 2013, until July 15, 2013, due to her surgery and recovery. Based upon the doctor's note, respondent's failure to obtain her hours for June 2013 was not considered by the Board to be a probation violation. Had respondent provided a doctor's note excusing her from work for May 2012, Ms. Sieferman would have recommended that that respondent's community service hours be forgiven for that month.

VIOLATION OF MONITOR BILLING SYSTEM AUDIT PROVISION

29. Pursuant to respondent's July 10, 2006 Agreement, respondent's practice was supervised by Dr. Hoverman. Respondent's May 18, 2011 Agreement removed the requirement that respondent's practice be monitored. However, in order to ensure that respondent did not resume her previous fraudulent billing practices, pursuant to the Agreement, "randomly selected client billing records" were to be "reviewed in accordance with accepted auditing/accounting standards and practices." At hearing, Ms. Maggio testified that the Agreement does not provide a due date in which the audit must be completed. The Board staff has the authority to work with respondent to choose a date, based upon the availability of the selected auditor.

30. Respondent was required to provide the Board with the names and qualifications of three auditors to perform an audit of respondent's billings records, by July 17, 2011. Respondent timely submitted to Ms. Sieferman the names and qualifications of three auditors. Ms. Sieferman sent emails to the three auditors to confirm that the auditors agreed to provide auditing services. Two of the auditors declined to provide services and one auditor failed to respond.

31. On October 13, 2011, respondent submitted to Ms. Sieferman the names and qualifications of two more auditors. Craig Fechter, of Fechter & Company, Certified Public Accountants (Fechter) was one of the auditors.

32. On October 14, 2011, Ms. Sieferman sent an email to both of the auditors. Ms. Sieferman provided the auditors with language from respondent's Agreement related to the billing system audit requirement to ensure that they had information regarding the nature of the audit.

33. On November 29, 2011, Lamar E. Edwards, Principal with Fechter, sent Ms. Sieferman an email and attachment. Mr. Edwards requested approval to bid on the audit. He attached a sample of the procedures he intended to perform during the audit and a description of his audit background. Mr. Edwards was not a certified public accountant (CPA).

34. On December 4, 2011, Ms. Sieferman sent Mr. Edwards an email and informed him that he and Fechter could perform the billing audit. She instructed Mr. Edwards to contact respondent and "proceed with auditing her practice."

35. On December 15, 2011, Mr. Edwards sent an email to respondent and informed her that Ms. Sieferman had approved Fechter to perform the audit. No work was performed on the audit between December 15, 2011, and April 2012.

36. During the April 10, 2012 compliance interview, Ms. Sieferman discussed the billing audit requirement with respondent. Respondent asked that the Board consider a monitoring report received from Dr. Hoverman during her first probation period. In response to this request, Ms. Sieferman wrote to respondent in an April 18, 2012 email:

After discussing this condition with Mona and Anahita and reviewing your previous condition of probation, it was determined that we will only require an audit of your billing records dating back to the date of Dr. Hoverman's last audit report, which was June 23, 2010. In addition, you asked for a specific number for the minimum amount of records to be audited. It has been determined that we will require the auditor to pull a minimum of ten records each month. However, as discussed during our April 10th meeting, the Board will not place a maximum number of records to be audited. If the auditor feels more records need to be audited in order for him/her to reach his/her conclusion, he/she can do so.

(Emphasis in original.)

37. On May 21, 2012, Ms. Sieferman sent respondent an email, which in part, addressed the billing audit. Ms. Sieferman stated that she had answered all of the questions about the audit respondent raised during the compliance interview. Ms. Sieferman instructed respondent to have Mr. Edwards complete the audit of her billings within the next 30 days.

38. On or about July 23, 2012, Mr. Edwards sent respondent a letter to "confirm [Fechter's] understanding of the terms and objectives of their "engagement and the nature and limitations of the services" that would be provided. Mr. Edwards attached a copy of the "agreed-upon procedures" that would be followed in order to comply with "Billing System condition" requirement of respondent's Agreement. The letter further stated that "fieldwork" was anticipated to start on September 17, 2012. Respondent forwarded the letter and attachment to Ms. Sieferman.

39. At hearing, Ms. Sieferman testified that there was no "Billing System condition" in respondent's Agreement, despite the fact that it was referenced in the "MONITOR-BILLING SYSTEM AUDIT" condition. Respondent, Ms. Sieferman and Ms. Maggio worked with Mr. Edwards to develop a description of the work to be performed for the audit to ensure that respondent's billing records met the appropriate standards of practice.

40. On August 20, 2012, Mr. Edwards sent respondent an "updated engagement letter" that had been approved by Ms. Sieferman the week before. Reference to the "Billing System condition" was removed from the explanation of services to be performed and replaced with references to respondent's "billing practices." Mr. Edwards informed respondent that before the audit could commence, she was required to pay a \$1,200 deposit that would be put towards the final balance. Respondent failed to pay the deposit.

41. On October 7, 2012, respondent sent Ms. Sieferman an email, which stated in part, that she was not able to pay Fechter the required \$1,200 deposit. Respondent explained that she had financial difficulties and could not obtain a loan to pay the deposit.

42. On January 3, 2013, Ms. Sieferman sent respondent an email and requested an update on the status of the audit. Ms. Sieferman stated that she understood that respondent had financial challenges, but that in May 2012, she had been directed to have the audit complete within 30 days. Ms. Sieferman requested that respondent provide her with a date in which the audit would be completed.

43. On February 4, 2013, respondent sent Ms. Sieferman an email and informed her that she had "most of the down payment money" for the audit. Respondent stated that she would contact the auditor that day or the next day.

44. On February 5, 2013, Ms. Sieferman sent respondent an email and stated that "[r]ather than filing a Petition to Revoke Probation for not complying with the audit condition" Ms. Maggio agreed to give respondent until February 28, 2013, to have the audit conducted. Ms. Sieferman also stated that if respondent was not able to meet the deadline, to notify her immediately and provide her with the date in which the audit would be conducted.

45. On March 5, 2013, Mr. Edwards informed Ms. Sieferman that respondent had paid the down payment for the audit the previous week. Mr. Edwards started the review of respondent's billing records and he hoped to complete the review within 30 days.

46. On April 4, 2013, Ms. Sieferman requested an update from Mr. Edwards on the status of the audit. He replied the same day and informed Ms. Sieferman that he finished the review and was summarizing the results. Thereafter, he would review the results with respondent and then finalize the report. His goal was to finalize the report in two weeks.

47. On June 17, 2013, Mr. Edwards sent respondent an email and informed her that he had "wrapped up the report for review" and that he had informed Ms. Sieferman of the status of the report. He also stated that he would send out the final report that week, after respondent paid the remaining balance of \$4,305.88 for the cost of the audit. Respondent forwarded this email to Ms. Sieferman on June 21, 2013. Ms. Sieferman did not have any communication with Mr. Fechter concerning the status of the audit.

48. After respondent received the final bill for services from Mr. Edwards, she informed Ms. Sieferman and Ms. Maggio that she had a dispute with Fechter over cost of the audit. Respondent requested that she be allowed to retain a new auditor. On July 18, 2013, Ms. Sieferman sent respondent an email and informed her that the Agreement provided that:

Failure to pay for the audits in a timely fashion or failure to provide the Board with the audit results and/or copies of the audited records within ten (10) days from audit completion shall constitute a violation of probation.

Ms. Sieferman informed respondent that if she wanted to modify the audit condition of her probation she may "petition the Board for modification of probation." Respondent did not file a petition with the Board to modify her probation.

49. Mr. Fechter testified at hearing on October 22, 2014. Mr. Fechter is the owner of Fechter. There are no other equity shareholders of the company. He stated that as of June 2013, the field work for the audit had been completed, but the audit was not complete. Mr. Fechter makes the determination as to when the audit is complete and he signs the audit results because Mr. Edwards is not a CPA. Due to a dispute with respondent over the fees she owed, no work was done on the audit between June 2013 and June 2014. The dispute was resolved in June 2014, when respondent paid Fechter the money she owed for the audit. Mr. Fechter testified that the audit report was almost finalized and he found no evidence of overbilling by respondent. Mr. Fechter understood that once the audit report was complete, the Board would receive a copy.

Respondent's Testimony

50. Respondent testified that she has "done everything" to comply with the terms of her Agreement. She believes that she has met all of her conditions of probation. She has obeyed all laws, submitted her quarterly reports, paid the full amount of the cost recovery, worked the required hours per week, passed the licensure examination, completed the required continuing education and submitted to a mental health evaluation. Respondent testified that she understands that it is important for her to comply with the Agreement because failure to do so would affect her career and livelihood.

51. Respondent understood that per her Agreement, she was required to complete 16 hours of community service per month. She intended to provide free eye examinations and to volunteer her time at vision screening health fairs. Initially, respondent did not understand why the Board was hesitant to approve her community service plan, because respondent did not appreciate that it may be difficult to find patients who needed free examinations. Respondent attributes her difficulty with initially failing to comply with the community service provision of her Agreement to several factors, including the lack of patients sent to her by organizations she contacted, the restriction on the time she was credited for providing eye examinations, her fear of communicating with Ms. Sieferman and health issues.

52. Initially, respondent contacted several organizations including Loaves and Fishes, the Salvation Army, and Mary House to obtain patients. The Salvation Army sent her a few patients, but they stole some of her office equipment. Respondent attempted to volunteer for VSP, but her request was declined.

53. With regards to patient examinations, respondent was only credited for the time she spent with a patient performing an eye examination. However, the actual amount of time she spent with patients could be double the amount of time spent on the examination. In addition, there were times that she did not obtain signatures from patients to verify the time she spent on the examinations, so she did not get credit for the time.

54. Respondent testified that she did not submitted verifications for over 100 hours of community service she performed at various events because she did not get prior

approval from Ms. Sieferman to volunteer her time at the events. Respondent did not seek prior approval from Ms. Sieferman because she was intimidated by her and afraid to talk to her. Respondent avoided communicating with Ms. Sieferman because she believed that Ms. Sieferman and the Board were "out to get her." Rather than request prior approval, she hoped to get her required service hours through other means. Respondent provided several examples of why she was afraid of Ms. Sieferman, including that respondent was required to take the licensure examination in front of Ms. Sieferman, with no one else in the room. Respondent was intimidated by Ms. Sieferman. Respondent failed the test. The second time respondent took the test, she was in a room full of other test takers and Ms. Sieferman was not present. Respondent passed the test. Ms. Sieferman also directed respondent to cease practicing because her license had expired, when in fact she had timely submitted her renewal, but it had not been processed by the Board.

55. Respondent did not complete her required community hours for April, May and June 2012, because she had kidney surgery on May 29, 2013. Prior to the surgery she had numerous procedures and tests performed in Arizona. Despite the fact that her doctor excused her from work until July 15, 2012, within two days after she was released from the hospital, she went back to work in order to complete her community service hours. She did not provide Ms. Sieferman with a doctor's note to excuse her community service hours for April and May 2012, because she did not think that Ms. Sieferman would excuse the community service requirement for those months.

56. Respondent was aware Mr. Steinberg had asked the Board to allow her to submit a new community service plan. She was also aware, based upon a conversation she had with Ms. Sieferman, that she could have filed a petition with the Board to modify her probation. Respondent contended that she did not submit a new plan, or a petition to modify her probation, because she was intimidated and fearful of Ms. Sieferman and the Board.

57. In the last year respondent has met her community service requirement each month. In December 2013 and May 2014, respondent hosted an event at her office and offered free exams, glasses and lenses. The events were very effective in obtaining her community service hours, but it cost her \$2000 to provide the services. In late 2013, respondent hired a Hispanic employee who is connected with the Hispanic community charity events. As a result, respondent receives many more community service opportunities from the Hispanic community.

58. Concerning the bill audit requirement of her Agreement, respondent could not pay for the audit because she had financial difficulties. Some insurance companies would not allow her to provide services to patients because she was on probation. Pursuant to the Agreement, respondent's ability to work for other practices was also restricted. Respondent was served with an eviction notice from her office and her house went into foreclosure.

59. Respondent also attributed the delay in the commencement of the audit to Mr. Edwards. She testified that he "kept putting it off." Respondent paid the \$1,200 deposit in late February 2013. Mr. Edwards started his review on or about March 5, 2013. Respondent

disputed the final bill she received from Fechter in June 2013, because she contended that she was billed for services that were not performed. Respondent testified that when she questioned Mr. Edwards about the charges, "he got upset." Respondent was aware that she was required to pay the auditor in a timely manner, which she interpreted to mean that she had to pay the auditor by the end of her probation. She also contended that she should not have to pay the auditor if there was "fraud." Respondent understood that she could have filed a petition with the Board to obtain permission to hire a new auditor, but she did not do so because she believed she would "get into further trouble." By June 2014, the dispute with Fechter was resolved and she paid the bill. Respondent testified that the Board has never asked her to provide a copy of the audit report prepared by Fechter.

Testimony of Chris Cabrera

60. Chris Cabrera is an optometrist in Woodland, California. He met respondent approximately 15 years ago. Mr. Cabrera considers respondent a professional friend. Mr. Cabrera was aware that respondent was on probation with the Board. In the last six or seven years respondent has discussed with him the problems she has had with the Board and asked him for assistance in finding community service opportunities. He has provided her with a few recommendations. He has known respondent to be trustworthy and honest. He believes that she has been dedicated to meeting her community service requirement.

Discussion

61. Pursuant to California Code of Regulations, title 16, section 1575, the Board has adopted Uniform Standards Related to Substance Abuse & Disciplinary Guidelines (DG 4, 05-2012) (Guidelines). The Guidelines provide that the maximum discipline for a violation of probation is imposition of the discipline that was stayed. The minimum discipline is imposition of an "actual period of suspension." The Guidelines also state:

The maximum discipline should be given for repeated similar offenses or for probation violations revealing a cavalier or recalcitrant attitude. Other violations of probation should draw at least a period of actual suspension.

62. Respondent made several arguments in an effort to excuse her obligation to comply with the terms of her Agreement. Respondent argued that the community service provision of the Agreement provided that she must complete what "amounts to" 16 hours of community service per month. Over the five years of her probation the total would be 960 hours. Respondent contended that as long as she completes 960 hours of community service by the end of the term of her probation, she would be in compliance. Additionally, respondent contended that every month she attempted to obtain her hours and since the petition to revoke her probation was filed she has been in compliance with this provision.

Respondent also argued that the billing system audit provision of her Agreement was nonsensical since there was no billing system condition in her Agreement. She also

contended that the Board's staff did not have the authority to impose a due date for the completion of the audit, since no date was included in the Agreement approved by the Board. Finally, respondent argued that she was not required to pay for the audit until the end of her probation, and was only required to provide a copy of the audit report to the Board, if it was requested. She contended that a copy of the audit report was never requested.

Respondent's arguments are without merit. The Board established, by a preponderance of the evidence, that respondent violated the terms of her probation. Between October 2011 and May 2013, in 18 out of 20 months respondent failed to obtain her required 16 hours of community service. Respondent testified that she was aware the Agreement required her to complete 16 hours of community service per month and the plain language of the Agreement supports this understanding. In January 2012, respondent was granted approval to file a new community service plan to rectify any problems her plan may have caused in obtaining those hours. Yet she failed to file a new plan. Respondent's contention that she did not file a new plan or a petition to modify her probation because she did not want to communicate with Ms. Sieferman or the Board is not convincing, nor does it excuse respondent's obligation to comply with the terms of her Agreement. Direct and open communication with Ms. Sieferman and the Board's staff was vital to ensuring that Board was aware of any issues respondent had complying with the terms of her probation. The result of respondent's failure to obtain her hours, file a new community service plan or petition to modify her probation, was that for more than two years of her five-year probationary term, she was out of compliance with her Agreement. The fact that respondent began to comply with the community service requirement only after the Board filed a petition to revoke her probation, demonstrates that respondent was not doing everything she could to comply with the Agreement, as she contended.

63. Respondent's contention that she was not required to comply with the billing system audit provision of her Agreement because the reference to the "Billing System condition" was nonsensical is also not supported by the evidence. While the Agreement referenced a condition that was not contained in the Agreement, further reading of the provision clearly provided for the scope of the audit. In addition, Ms. Sieferman worked with respondent and the auditor to develop the scope of the audit to ensure that it complied with the intent of this provision, which was to ensure that respondent was not engaging in fraudulent billing practices.

Furthermore, respondent's arguments that the Board staff could not impose a due date for the audit, that she was not required to pay for the audit until the end of her probation, and that she was not required to give the Board a copy of the audit, because it was not requested, are also not supported by the evidence. The audit provision of respondent's Agreement required that she provide the Board with the names of three qualified auditors within 60 days of the effect date of the Agreement. The Board staff had authority to work with respondent concerning a due date for the audit, based upon the availability of the auditor.

On December 4, 2011, Ms. Sieferman approved Mr. Edwards and Fechter to perform the audit. On December 15, 2011, Mr. Edwards informed respondent that Ms. Sieferman had

approved Fechter to begin the audit. As of April 2012, no work had been performed on the audit. During the April 10, 2012 compliance interview, respondent asked Ms. Sieferman questions about the scope of the audit. By August 20, 2012, the scope of the audit was established and Ms. Sieferman had approved the explanation of services to be performed by Fechter. Mr. Edwards asked respondent for a deposit of \$1,200 to begin the audit. No work was performed on the audit until March 5, 2013, because respondent could not afford to pay the deposit. On June 17, 2013, Ms. Sieferman was informed by Mr. Edwards that the final report would be sent to her in a week, after respondent paid the remaining balance for the cost of the audit. Per the Agreement, respondent was required to pay for the audit in a "timely fashion." The purpose of this provision is to ensure that respondent did not attempt to hide the results of the audit by failing to pay for the audit. Respondent failed to pay for the audit until June 2014. While there may have been a dispute over the billing, failure to pay for the audit for over one year constitutes a violation of the Agreement. The Board was deprived of the results of the audit. As a result, the Board could not determine if respondent had engaged in any fraudulent billing practices.

In addition, respondent's contention that she was not required to provide the Board with a copy of the audit report until the Board asks for a copy is also not supported by the evidence. Mr. Fechter testified that he understood that the audit report would be sent to the Board. In addition, the audit provision in the Agreement clearly states that "...failure to provide the Board with the audit results or copies of the audited records within ten (10) days from audit completion shall constitute a violation of probation."

64. The Board must ensure that respondent can exercise good judgment and that she will not pose a threat to the health, safety, or welfare of the public. The Board has given respondent numerous opportunities to demonstrate that she can comply with the terms of her probation and the Board's rule. The Board has given respondent a generous amount of latitude in an effort to bring her into compliance with her Agreement. Despite all of these efforts, respondent has failed to comply with the terms of her Agreement. Most concerning is her failure to comply with the audit provision of her Agreement. This provision went to the root of her past fraudulent conduct. Respondent's conduct demonstrated a recalcitrant attitude. When all the facts and circumstances are considered, it would be contrary to the public interest to allow respondent to remain licensed at this time. Pursuant to the Board's Guidelines, the appropriate discipline is to set aside the stay order and impose the stayed revocation of respondent's license.

LEGAL CONCLUSIONS

1. Business and Professions Code section 3090 provides, in pertinent part, that:

Except as otherwise provided by law, the board may take action against all persons guilty of violating this chapter or any of the regulations adopted by the board. The board shall enforce and administer this article as to licenseholders, [...] and the board shall have all the powers granted in this chapter for these

purposes, including, but not limited to, investigating complaints from the public, other licensees, health care facilities, other licensing agencies, or any other source suggesting that an optometrist may be guilty of violating this chapter or any of the regulations adopted by the board.

2. The burden of proof in this matter is on complainant to show by a preponderance of evidence that respondent's license should be revoked. (*Sandarg v. Dental Board of California* (2010) 184 Cal.App.4th 1434). If complainant meets its burden, rehabilitation is akin to an affirmative defense; consequently, the burden of proof of establishing an affirmative defense is on the respondent. (*Whetstone v. Board of Dental Examiners* (1927) 87 Cal.App. 156, 164.)

3. As set forth in Factual Findings 7 through 28, and 62, respondent violated condition 10 of the Agreement when she failed to comply with the community service requirement of her probation. Therefore, cause exists to set aside the stay order and impose the stayed discipline of revocation of respondent's license, pursuant to condition 14 of the Agreement.

4. As set forth in Factual Findings 7, 29 through 49, and 63, respondent violated condition 16 of the Agreement in that she failed to pay for the billing audit conducted by Fechter, in a timely fashion. Therefore, cause exists to set aside the stay order and impose the stayed discipline of revocation of respondent's license, pursuant to condition 14 of the Agreement.

5. When all of the evidence is considered, respondent demonstrated that she cannot continue to be licensed at this time, without posing a threat to the health, safety, or welfare of the public.

ORDER

The Petition to Revoke the Probation of Huyen Mong Nguyen, Optometry License Number 10148, is GRANTED. Optometry License Number 10148, issued to respondent Huyen Mong Nguyen is REVOKED.

DATED: December 19, 2014



MARCIE LARSON

Administrative Law Judge
Office of Administrative Hearings

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7
8 **BEFORE THE**
STATE BOARD OF OPTOMETRY
9 **DEPARTMENT OF CONSUMER AFFAIRS**
STATE OF CALIFORNIA

10 In the Matter of the Petition to Revoke
11 Probation Against,

Case No. D2-2002-162

12 **HUYEN MONG NGUYEN**
13 **In Focus Optometry**
14 **1010-B Florin Road**
Sacramento, CA 95831

PETITION TO REVOKE PROBATION

15 **Optometry License No. OPT 10148**

16 Respondent.

17
18 Complainant alleges:

19 **PARTIES**

20 1. Mona Maggio (Complainant) brings this Petition to Revoke Probation solely in her
21 official capacity as the Executive Officer of the State Board of Optometry, Department of
22 Consumer Affairs.

23 2. On or about September 10, 1993, the State Board of Optometry issued Optometry
24 License Number OPT 10148 to Huyen Mong Nguyen (Respondent). The Optometry License was
25 in effect at all times relevant to the charges brought herein and will expire on October 31, 2013,
26 unless renewed.

27 3. In a disciplinary action entitled "In the Matter of Accusation Against Huyen Mong
28 Nguyen," Case No. CC 2002-162, the State Board of Optometry, issued a decision pursuant to a

1 stipulated settlement, effective July 10, 2006, in which Respondent's Optometry License was
2 revoked. However, the revocation was stayed and Respondent's Optometry License was placed
3 on probation for a period of five (5) years with certain terms and conditions. A copy of that
4 decision is attached as Exhibit A and is incorporated by reference.

5 4. In a disciplinary action entitled "In the Matter of the Petition to Revoke Probation
6 Against Huyen Mong Nguyen," Case No. CC 2002-162, the State Board of Optometry, issued a
7 decision pursuant to a stipulated settlement, effective May 18, 2011, in which Respondent's
8 Optometry License was revoked. However, the revocation was stayed and Respondent's
9 Optometry License was placed on probation for an additional period of five (5) years with certain
10 terms and conditions. A copy of that decision is attached as Exhibit B and is incorporated by
11 reference.

12 JURISDICTION

13 5. This Petition to Revoke Probation is brought before the State Board of Optometry
14 (Board), Department of Consumer Affairs, under the authority of the following laws. All section
15 references are to the Business and Professions Code unless otherwise indicated.

16 6. Section 3090 of the Code states:

17 "Except as otherwise provided by law, the board may take action against all persons guilty
18 of violating this chapter or any of the regulations adopted by the board. The board shall enforce
19 and administer this article as to licenseholders, and the board shall have all the powers granted in
20 this chapter for these purposes, including, but not limited to, investigating complaints from the
21 public, other licensees, health care facilities, other licensing agencies, or any other source
22 suggesting that an optometrist may be guilty of violating this chapter or any of the regulations
23 adopted by the board."

24 7. Section 3024 of the Code states:

25 "The Board may grant or refuse to grant certificates of registration as provided in this
26 chapter and may revoke or suspend the certificate of registration of any optometrist for any of the
27 causes specified in this chapter. It shall have the power to administer oaths and to take testimony
28 in the exercise of these functions. "

1 8. Section 118, subdivision (b), of the Code provides that the suspension, expiration,
2 surrender, or cancellation of a license shall not deprive the Board of jurisdiction to proceed with a
3 disciplinary action during the period within which the license may be renewed, restored, reissued
4 or reinstated.

5 9. This Petition to Revoke Probation is brought pursuant to probation condition 14
6 which states:

7 "If Respondent violates any term of the probation in any respect, the Board, after giving
8 Respondent notice and the opportunity to be heard, may revoke probation and carry out the
9 disciplinary order that was stayed. If a petition to revoke probation is filed against Respondent
10 during probation, the Board shall have continuing jurisdiction and the period of probation shall be
11 extended until the matter is final. No petition for modification of penalty shall be considered while
12 there is an accusation or petition to revoke probation or other penalty pending against Respondent.
13 "

14 10. Respondent's probation is subject to revocation because she failed to comply with
15 Probation Conditions, as set forth below:

16 **FIRST CAUSE TO REVOKE PROBATION**

17 **(Failure to Comply with Community Service Requirement)**

18 11. At all times after the effective date of Respondent's probation, Condition 10 stated:

19 "Within thirty (30) days of the effective date of this decision, Respondent shall submit to the
20 Board, for its prior approval, a community service program in which Respondent provides free
21 professional services on a regular basis to a community of charitable facility or agency, amount to
22 a minimum of sixteen (16) hours per month of probation. Such services shall begin no later than
23 sixty (60) days after the effective date of this order. "

24 12. Respondent's probation is subject to revocation because she failed to comply with
25 Probation Condition 10, referenced above. The facts and circumstances regarding this violation
26 are as follows:

27 ///

28 ///

1 A. The Petition to Revoke Probation was effective May 18, 2011; therefore, Respondent
2 was required to commence providing community service no later than July 17, 2011. Respondent
3 was out of compliance for nineteen (19) of twenty-four (24) months as follows:

<u>DATE</u>	<u>HOURS COMPLETED</u>
July, 2011	3.46 Hours
October, 2011	7.92 Hours
November, 2011	7.5 Hours
December, 2011	8.33 Hours
January, 2012	4.25 Hours
February, 2012	4 Hours
March, 2012	10.75 Hours
April, 2012	10.5 Hours
June, 2012	9.7 Hours
July, 2012	6.8 Hours
August, 2012	3.1 Hours
October, 2012	7.3 Hours
November, 2012	6.7 Hours
December, 2012	15.7 Hours
January, 2013	14.1 Hours
February, 2013	10.1 Hours
March, 2013	10 Hours
April, 2013	4.7 Hours
May, 2013	1.7 Hours
June, 2013	9.3 Hours ¹

26
27 ¹ Although Respondent failed to meet her hours in June, 2013, she provided a medical
28 excuse so her hours in this month were forgiven.

1 On or about January 5, 2012, Respondent requested 30 days to provide a new plan to the
2 board for complying with the community service requirement. The Board granted Respondent's
3 request; however, no new plan has been received to date.

4 **SECOND CAUSE TO REVOKE PROBATION**

5 **(Failure to Comply with Billing System Audit)**

6 13. At all times after the effective date of Respondent's probation, Condition 16 stated:
7 "Within sixty (60) days of the effective date of this decision, Respondent shall provide to the
8 Board or its designee the names and qualifications of three auditors. The Board or its designee
9 shall select one of the three auditors to audit Respondent's billings for compliance with the Billing
10 System condition of probation. During said audit, randomly selected client billing records shall be
11 reviewed in accordance with accepted auditing/accounting standards and practices. If requested
12 by the Board, the Board shall be advised of the results of the audit, and may obtain any and all
13 copies of any documents audited or the results of the audit, upon request. The cost of the audits
14 shall be borne by Respondent. Failure to pay for the audits in a timely fashion or failure to provide
15 the Board with the audit results and/or copies of the audited records within ten (10) days from the
16 audit completion shall constitute a violation of probation. Respondent's practice is no longer
17 required to be monitored by a supervising optometrist (Dr. Hoverman), at this point in time. "

18 14. Respondent's probation is subject to revocation because she failed to comply with
19 Probation Condition 16, referenced above. The facts and circumstances regarding this violation
20 are as follows:

21 A. Respondent provided the names and qualifications of three auditors to the Board.
22 However, two declined to provide audit services and one failed to respond in a timely manner.
23 Respondent was requested to provide the names and qualification of two more auditors who she
24 had spoken to in regards to the audit services. On October 13, 2011, Respondent provided the
25 names of two more auditors who she stated were interested in performing the audit services. On
26 November 29, 2011, one of the auditors accepted the engagement.

27 ///

1 On May 12, 2012, Respondent was given thirty (30) days to complete the audit. On January
2 3, 2013, the Board requested an update on the audit requirement. On February 5, 2013,
3 ~~Respondent was given until February 28, 2013, to complete the audit. On March 5, 2013,~~
4 Respondent began the audit. On June 17, 2013, the audit was completed. To date, Respondent
5 has failed to provide the Board with the audit results.

6 **PRAYER**

7 WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged,
8 and that following the hearing, the State Board of Optometry issue a decision:

9 1. Revoking the probation that was granted by the State Board of Optometry in Case No.
10 CC 2002-162 and imposing the disciplinary order that was stayed thereby revoking Optometry
11 License No. OPT 10148 issued to Huyen Mong Nguyen;

12 2. Revoking or suspending Optometry License No. OPT 10148, issued to Huyen Mong
13 Nguyen;

14 3. Taking such other and further action as deemed necessary and proper.
15

16
17 DATED: September 25, 2013

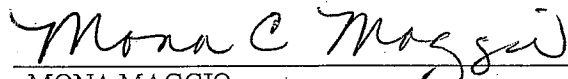

MONA MAGGIO
Executive Officer
State Board of Optometry
Department of Consumer Affairs
State of California
Complainant

Exhibit A

Decision and Order on Accusation Against Huyen Mong Nguyen

State Board of Optometry Case No. D2-2002-162

BEFORE THE
STATE BOARD OF OPTOMETRY
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

In the Matter of the Accusation Against:

Case No. 2002 162

HUYEN MONG NGUYEN
1010-B Florin Road
Sacramento, CA 95831

OAH No. 2002 162

Optometry No. 10148

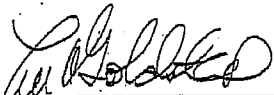
Respondent.

DECISION AND ORDER

The attached Stipulated Settlement and Disciplinary Order is hereby adopted by
the State Board of Optometry, Department of Consumer Affairs, as its Decision in this matter.

This Decision shall become effective on July 10, 2006

It is so ORDERED June 8, 2006



FOR THE STATE BOARD OF OPTOMETRY
DEPARTMENT OF CONSUMER AFFAIRS

1 BILL LOCKYER, Attorney General
of the State of California
2 JEFFREY M. PHILLIPS, State Bar No. 154990
Deputy Attorney General
3 California Department of Justice
1300 I Street, Suite 125
4 P.O. Box 944255
Sacramento, CA 94244-2550
5 Telephone: (916) 324-6292
Facsimile: (916) 327-8643

6 Attorneys for Complainant

7
8 BEFORE THE
STATE BOARD OF OPTOMETRY
9 DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA

10 In the Matter of the Accusation Against:

Case No. 2002 162

11 HUYEN MONG NGUYEN
12 1010-B Florin Road
13 Sacramento, CA 95831

STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER

14 Optometry No. 10148

15 Respondent.

16
17 IT IS HEREBY STIPULATED AND AGREED by and between the parties to the
18 above-entitled proceedings that the following matters are true:

19 PARTIES

20 1. Taryn Smith (Complainant) is the Executive Officer of the State Board of
21 Optometry. She brought this action solely in her official capacity and is represented in this
22 matter by Bill Lockyer, Attorney General of the State of California, by Jeffrey M. Phillips,
23 Deputy Attorney General.

24 2. Respondent Huyen Mong Nguyen (Respondent) is represented in this
25 proceeding by attorney J. Kevin Elimendorf, whose address is 2295 Gateway Oaks Drive, Suite
26 105, Sacramento, CA 95833-3225.

27 3. On or about September 10, 1993, the State Board of Optometry issued
28 Optometry License No. 10148 to Huyen Mong Nguyen (Respondent). The Optometry license

1 was in full force and effect at all times relevant to the charges brought in Accusation No. 2002
2 162 and will expire on October 31, 2007, unless renewed.

3 JURISDICTION

4 4. Accusation No. 2002 162 was filed before the State Board of Optometry
5 (Board), Department of Consumer Affairs, and is currently pending against Respondent. The
6 Accusation and all other statutorily required documents were properly served on Respondent on
7 September 29, 2005. Respondent timely filed her Notice of Defense contesting the Accusation.
8 A copy of Accusation No. 2002 162 is attached as exhibit A and incorporated herein by
9 reference.

10 ADVISEMENT AND WAIVERS

11 5. Respondent has carefully read, fully discussed with counsel, and
12 understands the charges and allegations in Accusation No. 2002 162. Respondent has also
13 carefully read, fully discussed with counsel, and understands the effects of this Stipulated
14 Settlement and Disciplinary Order.

15 6. Respondent is fully aware of her legal rights in this matter, including the
16 right to a hearing on the charges and allegations in the Accusation; the right to be represented by
17 counsel at her own expense; the right to confront and cross-examine the witnesses against her;
18 the right to present evidence and to testify on her own behalf; the right to the issuance of
19 subpoenas to compel the attendance of witnesses and the production of documents; the right to
20 reconsideration and court review of an adverse decision; and all other rights accorded by the
21 California Administrative Procedure Act and other applicable laws.

22 7. Respondent voluntarily, knowingly, and intelligently waives and gives up
23 each and every right set forth above.

24 CULPABILITY

25 8. Respondent admits the truth of each and every charge and allegation in
26 Accusation No. 2002 162.

27 ///

28 ///

1 9. Respondent agrees that her Optometry license is subject to discipline and
2 she agrees to be bound by the State Board of Optometry (Board)'s imposition of discipline as set
3 forth in the Disciplinary Order below.

4 RESERVATION

5 10. The admissions made by Respondent herein are only for the purposes of
6 this proceeding, or any other proceedings in which the State Board of Optometry or other
7 professional licensing agency is involved, and shall not be admissible in any other criminal or
8 civil proceeding.

9 CONTINGENCY

10 11. This stipulation shall be subject to approval by the State Board of
11 Optometry. Respondent understands and agrees that counsel for Complainant and the staff of
12 the State Board of Optometry may communicate directly with the Board regarding this
13 stipulation and settlement, without notice to or participation by Respondent or her counsel. By
14 signing the stipulation, Respondent understands and agrees that she may not withdraw her
15 agreement or seek to rescind the stipulation prior to the time the Board considers and acts upon
16 it. If the Board fails to adopt this stipulation as its Decision and Order, the Stipulated Settlement
17 and Disciplinary Order shall be of no force or effect, except for this paragraph, it shall be
18 inadmissible in any legal action between the parties, and the Board shall not be disqualified from
19 further action by having considered this matter.

20 12. The parties understand and agree that facsimile copies of this Stipulated
21 Settlement and Disciplinary Order, including facsimile signatures thereto, shall have the same
22 force and effect as the originals.

23 13. In consideration of the foregoing admissions and stipulations, the parties
24 agree that the Board may, without further notice or formal proceeding, issue and enter the
25 following Disciplinary Order:

26 //

27 //

28 //

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Optometry License No. 10148 issued to Respondent Huyen Mong Nguyen (Respondent) is revoked. However, the revocation is stayed and Respondent is placed on probation for five (5) years on the following terms and conditions.

1. ACTUAL SUSPENSION. Optometry License No. 10148 issued to Respondent Huyen Mong Nguyen is suspended for a period of fourteen (14) consecutive days, commencing 90 days from the effective date of this Disciplinary Order.

2. OBEY ALL LAWS. - Respondent shall obey all federal, state and local laws. A full and detailed account of any and all violations of law shall be reported by the Respondent to the Board in writing within seventy-two (72) hours of occurrence. To permit monitoring of compliance with this condition, Respondent shall submit completed fingerprint forms and fingerprint fees within 45 days of the effective date of the decision, unless previously submitted as part of the licensure application process.

3. COMPLY WITH THE BOARD'S PROBATION PROGRAM - Respondent shall fully comply with the conditions of the Probation Program established by the Board and cooperate with representatives of the Board in its monitoring and investigation of Respondent's compliance with the Board's Probation Program. Respondent shall inform the Board in writing within no more than 15 days of any address change and shall at all times maintain an active, current license status with the Board, including during any period of suspension.

Respondent shall comply with the Board's probation surveillance program, including but not limited to allowing access to the Respondent's optometric practice(s) and patient records upon request of the Board or its agent.

Upon successful completion of probation, Respondent's license shall be fully restored.

4. REPORT IN PERSON - Respondent, during the period of probation, shall appear in person at interviews/meetings as directed by the Board or its designated representatives.

1 5. RESIDENCY, PRACTICE, OR LICENSURE OUTSIDE OF STATE -

2 Periods of residency or practice as an optometrist outside of California shall not
3 apply toward a reduction of this probation time period. Respondent's probation is tolled, if and
4 when she resides outside of California. The Respondent must provide written notice to the Board
5 within 15 days of any change of residency or practice outside the state, and within 30 days prior
6 to re-establishing residency or returning to practice in this state.

7 Respondent shall provide a list of all states and territories where she has ever been
8 licensed as an optometrist. Respondent shall further provide information regarding the status of
9 each license and any changes in such license status during the term of probation. Respondent
10 shall inform the Board if he/she applies for or obtains a new optometry license during the term of
11 probation.

12 6. SUBMIT WRITTEN REPORTS - Respondent, during the period of
13 probation, shall submit or cause to be submitted such written reports/declarations and verification
14 of actions under penalty of perjury, as required by the Board. These reports/declarations shall
15 contain statements relative to Respondent's compliance with all of the conditions of the Board's
16 Probation Program. Respondent shall immediately execute all release of information forms as
17 may be required by the Board or its representatives.

18 Respondent shall provide a copy of this decision to the optometric regulatory
19 agency in every state and territory in which she has an optometry license.

20 7. FUNCTION AS AN OPTOMETRIST - Respondent, during the period of
21 probation, shall engage in the practice of optometry in California for a minimum of 24 hours per
22 week for 6 consecutive months within each year of the probationary period, or as determined by
23 the Board.

24 For purposes of compliance with the section, "engage in the practice of
25 optometry" may include, when approved by the Board, volunteer work as an optometrist, or work
26 in any non-direct patient care position that requires licensure as an optometrist.

27 If Respondent has not complied with this condition during the probationary term,
28 and the Respondent has presented sufficient documentation of her good faith efforts to comply

1 with this condition, and if no other conditions have been violated, the Board, in its discretion,
2 may grant an extension of the Respondent's probation period up to one year without further
3 hearing in order to comply with this condition. During the one year extension, all original
4 conditions of probation shall apply.

5 8. SUPERVISION - Respondent shall practice under the supervision of a
6 Board-approved optometrist to conduct on site review of billings, patient records, and
7 prescriptions. The cost of the on site review will be borne by Respondent.

8 9. EMPLOYMENT LIMITATIONS - Respondent shall not work in any
9 health care setting as a supervisor of optometrists. The Board may additionally restrict
10 Respondent from supervising technicians and/or unlicensed assistive personnel on a case-by-case
11 basis. Respondent shall not work as a faculty member in an approved school of optometry or as
12 an instructor in a Board approved continuing education program.

13 10. COMPLETE OPTOMETRY COURSE(S) - Respondent, at her own
14 expense, shall enroll and successfully complete continuing education courses in ethics relevant to
15 the practice of optometry no later than six months prior to the end of her probationary term. The
16 amount of courses will be determined by the Board.

17 Respondent shall obtain prior approval from the Board before enrolling in the
18 course(s). Respondent shall submit to the Board the original transcripts or certificates of
19 completion for the above required course(s). The Board shall return the original documents to
20 Respondent after photocopying them for its records.

21 11. COST RECOVERY - Respondent shall pay to the Board costs associated
22 with its investigation and enforcement pursuant to Business and Professions Code Section 125.3
23 in the amount of \$21,126.25. Respondent shall be permitted to pay these costs in a payment plan
24 approved by the Board, with payments to be completed no later than the end of the probationary
25 period. A discount of 20% will be given if Respondent makes full payment within 60 days of the
26 effective date of this order.

27 If Respondent has not complied with this condition during the time indicated, and
28 has presented sufficient documentation of her good faith efforts to comply, and if no other.

conditions have been violated, the Board, in its discretion, may grant an extension of the Respondent's probation period up to one year without further hearing in order to comply with this condition. During the one year extension; all original conditions of probation will apply.

12. VIOLATION OF PROBATION - If Respondent violates the conditions of

her probation, the Board, after giving the Respondent notice and an opportunity to be heard, may set aside the stay order and impose the stayed discipline (revocation/suspension) of the Respondent's license.

If, during the period of probation, an accusation or petition to revoke probation has been filed against Respondent's license or the Attorney General's Office has been requested to prepare an accusation or petition to revoke probation against Respondent's license, the probationary period shall automatically be extended and shall not expire until the accusation or petition has been acted upon by the Board.

13. LICENSE SURRENDER - During Respondent's term of probation, if she ceases practicing due to retirement or health reasons, or is otherwise unable to satisfy the conditions of probation, Respondent may surrender her license to the Board. The Board reserves the right to evaluate Respondent's request and to exercise its discretion whether to grant the request, or to take any other action deemed appropriate and reasonable under the circumstances, without further hearing. Upon formal acceptance of the tendered license and wall certificate, Respondent will no longer be subject to the conditions of probation.

Surrender of Respondent's license shall be considered a disciplinary action and shall become a part of Respondent's license history with the Board. An optometrist whose license has been surrendered may petition the Board for reinstatement no sooner than one year from the effective date of the disciplinary decision.

ACCEPTANCE

I have carefully read the above Stipulated Settlement and Disciplinary Order and have fully discussed it with my attorney, J. Kevin Elmendorf. I understand the stipulation and the effect it will have on my Optometry License. I enter into this Stipulated Settlement and

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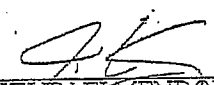
1 Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the
2 Decision and Order of the State Board of Optometry.

3 DATED: 05/11/06

4 
HUYEN MONG NGUYEN (Respondent)
5 Respondent

6 I have read and fully discussed with Respondent Huyen Mong Nguyen the terms
7 and conditions and other matters contained in the above Stipulated Settlement and Disciplinary
8 Order. I approve its form and content.

9 DATED: 5/12/06

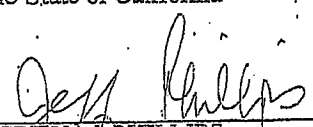
10 
J. KEVIN ELMENDORF
11 Attorney for Respondent

12
13 ENDORSEMENT

14 The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
15 submitted for consideration by the State Board of Optometry of the Department of Consumer
16 Affairs.

17 DATED: 5/15/06

18 BILL LOCKYER, Attorney General
19 of the State of California

20 
JEFFREY M. PHILLIPS
21 Deputy Attorney General

22 Attorneys for Complainant

23
24 DOI Matter ID: SA2005100123
10239878.wpd

1 BILL LOCKYER, Attorney General
of the State of California
2 JEFFREY M. PHILLIPS, State Bar No. 154990
Deputy Attorney General
3 California Department of Justice
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4 P.O. Box 944255
Sacramento, CA 94244-2550
5 Telephone: (916) 324-6292
Facsimile: (916) 322-8288

6 Attorneys for Complainant
7
8

9 BEFORE THE
10 STATE BOARD OF OPTOMETRY
DEPARTMENT OF CONSUMER AFFAIRS
11 STATE OF CALIFORNIA

12 In the Matter of the Accusation Against:

Case No. 2002 162

13 HUYEN MONG NGUYEN
1010-B Florin Road
14 Sacramento, California 95831

ACCUSATION

15 Certificate of Registration to Practice Optometry No. 10148
Fictitious Name Permit Number 2202

16 Respondent.
17

18 Complainant alleges:

19 PARTIES

20 1. Taryn Smith ("Complainant") brings this Accusation solely in her official
21 capacity as the Executive Officer of the State Board of Optometry ("Board"), Department of
22 Consumer Affairs.

23 2. On or about September 10, 1993, the Board issued Certificate of
24 Registration to Practice Optometry Number 10148 to Huyen Mong Nguyen ("Respondent").
25 Respondent's certificate of registration was in full force and effect at all times relevant to the
26 charges brought herein and will expire on October 31, 2005, unless renewed.

27 3. On or about November 9, 1995, the Board issued Fictitious Name Permit
28 Number 2202 to Respondent, authorizing the use of the fictitious name, "In Focus Optometry", in

1 conjunction with Respondent's optometric practice located at 1010-B Florin Road, Sacramento,
2 California. Respondent's fictitious name permit was in full force and effect at all times relevant
3 to the charges brought herein and will expire on January 31, 2006, unless renewed.

4 STATUTORY PROVISIONS

5 4. Business and Professions Code ("Code") section 3090 states, in pertinent
6 part:

7 The certificate of registration of any person registered under this chapter,
8 or any former act relating to the practice of optometry, may be revoked or
9 suspended for a fixed period by the board for any of the following:

10 (b) Unprofessional conduct . . .

11 5. Code section 118, subdivision (b), provides, in pertinent part, that the
12 expiration of a license shall not deprive the Board of jurisdiction to proceed with a disciplinary
13 action during the period within which the license may be renewed, restored, reissued or
14 reinstated.

15 6. Code section 3125 states, in pertinent part:

16 It is unlawful to practice optometry under a false or assumed name, or to
17 use a false or assumed name in connection with the practice of optometry, or to
18 make use of any false or assumed name in connection with the name of a person
19 licensed pursuant to this chapter. However, the board may issue written permits
20 authorizing an individual optometrist or an optometric group or optometric
21 corporation to use a name specified in the permit in connection with its practice if,
22 and only if, the board finds to its satisfaction that:

23 (d) No charges which could result in revocation or suspension of an
24 optometrist's certificate to practice optometry are pending against any optometrist
25 practicing at the location.

26 Permits issued under this section by the board shall expire and become
27 invalid unless renewed at the times and in the manner provided in Article 7
28 (commencing with Section 3145) for the renewal of certificates issued under this
chapter. The board may charge an annual fee, not to exceed ten dollars (\$ 10) for
the issuance or renewal of each such permit.

Any permit issued under this section may be revoked or suspended
at any time that the board finds that any one of the requirements for original
issuance of a permit, other than under subdivision (d), is no longer being

///

1 fulfilled by the individual optometrist, optometric corporation, or optometric
2 group to whom the permit was issued. Proceedings for revocation or
suspension shall be governed by the Administrative Procedure Act.

3 In the event the board revokes or suspends the certificate to practice
4 optometry of an individual optometrist or any member of a corporation or
5 group to whom a permit has been issued under this section, the revocation
or suspension shall also constitute revocation or suspension, as the case
may be, of the permit.

6 7. Code section 810 states, in pertinent part:

7 (a) It shall constitute unprofessional conduct and grounds for disciplinary
8 action, including suspension or revocation of a license or certificate, for a health
9 professional to do any of the following in connection with his or her professional
activities:

10 (1) Knowingly present or cause to be presented any false or fraudulent
claim for the payment of a loss under a contract of insurance . . .

11 8. Code section 3101 states that the obtaining of any fee by fraud or
12 misrepresentation constitutes unprofessional conduct.

13 9. Code section 125.3 provides, in pertinent part, that the Board may request
14 the administrative law judge to direct a licensee found to have committed a violation or
15 violations of the licensing act to pay a sum not to exceed the reasonable costs of the investigation
16 and enforcement of the case.

17 FACTUAL BACKGROUND

18 10. On or about February 13, 2003, Joy Cornelison ("Cornelison"), Appeal
19 and Hearing Coordinator for Vision Service Plan ("VSP"), notified the Board that an Adverse
20 Action Report had been filed with the National Practitioner Data Bank ("NPDB"), indicating that
21 VSP permanently revoked Respondent's clinical privileges effective January 23, 2003, for
22 submitting false information on claim forms. On or about February 25, 2003, the Board
23 requested an investigation by the Division of Investigation ("DOI") of the Department of
24 Consumer Affairs concerning the information reported to NPDB.

25 11. DOI investigator Nickie Bach ("Bach") obtained copies of certain
26 documents and patient records from VSP and Respondent and conducted interviews with various

27 ///

28 ///

1 witnesses, including Respondent. During her interview with Bach on September 13, 2004,
2 Respondent admitted, in substance, the following:

3 12. Respondent became a VSP provider in 1999. In 2002, at the time of
4 VSP's audit of Respondent's claim records, Respondent's optometry practice, In Focus
5 Optometry, was staffed by two salespersons (including the receptionist who sold glasses), a full
6 time optician, and Respondent. Respondent stated that when she sees a new patient, it is her
7 practice to have the patient fill out a history form. A pretest is conducted, and the patient's visual
8 field is checked. Respondent then performs a comprehensive exam, and if necessary, fills out a
9 prescription. If the patient is interested in buying glasses, the receptionist/salesperson helps the
10 patient choose glasses. Respondent's patient records typically contain information showing what
11 the patient purchased, insurance billing information, the patient history sheet, and exam findings.

12 13. Respondent admitted that some of the billings submitted to VSP were not
13 accurate and that she submitted eClaims to VSP with prescriptions different from those noted in
14 the patients' files. Respondent admitted further that she "wanted to make her customers happy"
15 by helping them buy products that were not covered by insurance. For example, if a client
16 wanted sunglasses that were not covered by his or her policy, Respondent offered to bill VSP for
17 glasses and frames. Respondent would obtain fees from VSP that would, "be put towards the
18 purchase of sunglasses." If a family wanted designer plano sunglasses^{1/} costing \$330.00,
19 Respondent would bill VSP using the maximum plan allowance and would place a multiple
20 order for lenses and frames. Respondent stated that bargaining and looking for ways to offset
21 costs are common cultural practices in the Asian, Black, and Latino communities and that she
22 generally did not offer bargains to her Caucasian clientele because, typically, "white people
23 follow the rules." Respondent admitted that she stopped her former billing practices because she
24 "got caught."

25 ///

26 ///

27
28 1. "Plano" sunglasses are fashion sunglasses with simple sunlenses (meaning without prescription) in them.

FIRST CAUSE FOR DISCIPLINE

(Knowingly Presenting False or Fraudulent Claims
for Payment Under a Contract of Insurance)

14. Respondent's certificate of registration to practice optometry is subject to disciplinary action pursuant to Code section 810, subdivision (a)(1) and (2), in that in and between May 2000 and July 2002, she knowingly presented or caused to be presented false or fraudulent claims for the payment of losses under contracts of insurance and/or knowingly prepared, made or subscribed a writing and allowed it to be presented or used in support of a false or fraudulent claim, as follows:

Patient H. C.

a. On or about April 23, 2002, Respondent submitted or caused to be submitted to VSP an eClaim for payment of comprehensive optometry services and products allegedly provided to patient H.C. on April 23, 2002, including an eye examination, frames and single vision clear lenses. This claim was billed under patient H.C.'s VSP coverage. On or about April 24, 2002, Respondent submitted or caused to be submitted to VSP an eClaim for payment of comprehensive optometry services and products allegedly provided to patient H.C. on April 22, 2002, including an eye examination, frames, and single vision clear lenses. This second claim was billed under the VSP plan for A.C. In fact, Respondent did not provide any service or products to the patient on April 22, 2002, and double billed VSP for the comprehensive optometry services and products. On May 15, 2002, VSP issued Check Number 824852 in the amount of \$181.64 to Respondent in payment of said claim.

Patient R. D.

b. On or about May 2, 2002, Respondent submitted or caused to be submitted to VSP an eClaim for payment of comprehensive optometry services and products allegedly provided to patient R. D. on March 1, 2002, including an eye examination, elective contact lenses, and single vision disposable lenses (7 day supply). In fact, Respondent did not provide that service or those products to the patient on that date. On May 15, 2002, VSP issued Check Number 824852 in the amount of \$490.00 to Respondent in payment of said claim.

1 Patient L. G.

2 c. On or about December 27, 2001, Respondent submitted or caused to be
3 submitted to VSP a claim for payment of optometry services and products allegedly provided

4 to patient L. G. on December 27, 2001, including an eye examination and contacts. In fact,
5 Respondent did not provide that service or product to the patient on that date. The prescription
6 for contact lenses on this date did not match the patient's prescription written by Respondent on
7 January 25, 2002.

8 d. On or about January 2, 2002, Respondent submitted or caused to be
9 submitted to VSP an eClaim for payment of optometry services and products allegedly provided
10 to patient L. G. on January 2, 2002, including an eye examination, frame, and single vision
11 lenses. In fact, Respondent did not provide that service or those products to the patient on that
12 date.

13 Patient N. H.

14 e. On January 3, 2002, Respondent submitted or caused to be submitted to
15 VSP an eClaim for payment of comprehensive optometric services and products (contact lenses)
16 allegedly provided to patient N. H. on January 3, 2002. On January 4, 2002, Respondent
17 prescribed contact lenses for the patient. On or about January 9, 2002, Respondent submitted or
18 caused to be submitted to VSP an eClaim for payment of optometry products allegedly provided
19 to patient N. H. on January 3, 2002, including a frame and Varilux Comfort Progressive
20 Polycarbonate lenses. On January 31, 2002, VSP issued Check Number 725045 in the amount
21 of \$200.49 to Respondent in payment of said claim.

22 Patient A. H.

23 f. On or about May 13, 2000, Respondent submitted or caused to be
24 submitted to VSP an eClaim for payment of comprehensive optometry services and products
25 allegedly provided to patient A.H. on May 13, 2000, including an eye examination, lenses, and a
26 frame. On May 13, 2000, Respondent documented in the patient's examination record: "02/99
27 No Rx needed," circled and crossed-out the recommendation "No Rx needed" and circled
28 "optional" under the recommendation "Rx change optional." The patient's written prescription

1 for "+0.25 DS O.U." dated May 11, 2000, is an inconsequential and non-therapeutic prescription.
2 Respondent documented in the December 26, 2001 patient record: "5/31/00 No Rx needed -
3 optional."

4 g. On or about February 14, 2002, Respondent submitted or caused to be
5 submitted to VSP an eClaim for payment of optometry products allegedly provided to patient
6 A. H. on December 31, 2001, including a frame and Panamic Progressive (multifocal) plastic
7 lenses ("2nd pair"). On February 26, 2002, Respondent submitted, or caused to be submitted, to
8 VSP another eClaim for payment of a comprehensive eye examination, frame, and AO Compact
9 Progressive (multifocal) plastic lenses allegedly provided to the patient on December 31, 2001.
10 In fact, on December 26, 2001, the patient's medical records note that Respondent prescribed
11 *single vision - near* prescription lenses for the patient (as opposed to multifocal lenses). On
12 March 15, 2002, VSP issued two checks to Respondent in payment of said claims: a check in the
13 sum of \$215.38 and a check in the sum of \$275.53.

14 Patient L.L.

15 h. On or about May 18, 2002, Respondent submitted or caused to be
16 submitted to VSP an eClaim for payment of comprehensive optometry services and products
17 allegedly provided to patient L.L. on May 18, 2002, including an eye examination and elective
18 contact lenses/single vision colored soft contacts. The patient's prescription of -0.25 DS O.U.
19 dated May 18, 2002, is inconsequential and non-therapeutic. Respondent also documented in the
20 patient's medical records "Rx change optional". On June 30, 2002, VSP issued Check Number
21 867569 in the amount of \$350.00 to Respondent in payment of the claim.

22 i. On June 19, 2002, Respondent submitted, or caused to be submitted, to
23 VSP an eClaim for payment of a frame and Varilux *Progressive* (multifocal) lenses (identified as
24 "2nd pair") allegedly provided to the patient on May 18, 2002, although there is no examination
25 record to support a prescription for multifocal lenses. On July 15, 2002, VSP issued Check
26 Number 881708 in the amount of \$215.49 to Respondent in payment of the latter claim.

27 Patient M. L.

28 j. On or about *July 31, 2001*, Respondent submitted or caused to be

1 submitted to VSP an eClaim for payment of comprehensive optometry services and products
2 allegedly provided to patient M.L. on *August 4, 2001*, including an eye examination and elective
3 contact lenses/single vision colored soft lenses. The patient's prescription of -0.25 DS O.U.

4 dated August 4, 2001, is inconsequential and non-therapeutic. Respondent also documented in
5 the patients medical records "Rx change optional". On August 31, 2001, VSP issued Check
6 Number 5839897 in the amount of \$350.00 to Respondent in payment of the claim.

7 **Patient S.L.**

8 k. On or about *July 31, 2001*, Respondent submitted or caused to be
9 submitted to VSP an eClaim for payment of comprehensive optometry services and products
10 allegedly provided to patient S.L. on *August 4, 2001*, including an eye examination and elective
11 contact lenses/single vision colored soft lenses. In fact, Respondent documented in the patient's
12 examination record dated August 4, 2001, that the patient's distance and near vision were "O.K."
13 and noted "No Rx needed" and "Rx change optional." On or about August 16, 2001, Respondent
14 submitted or caused to be submitted to VSP an eClaim for payment of optometry services and
15 products allegedly provided to patient S.L. on August 4, 2001, including single vision lenses and
16 frames. On August 31, 2001, VSP issued Check Number 5839 in the amount of \$350.00 to
17 Respondent in payment of the claim.

18 l. On or about May 18, 2002, Respondent submitted or caused to be
19 submitted to VSP an eClaim for payment of comprehensive optometry services and products
20 allegedly provided to patient S.L. on *June 15, 2002*, including an eye examination and elective
21 contact lenses/single vision colored soft contacts. In fact, Respondent documented in the
22 patient's examination record dated June 15, 2002, "dist. O.K. Near O.K." and "No Rx needed."
23 On June 30, 2002, VSP issued Check Number 867569 in the amount of \$350.00 to Respondent
24 in payment of the claim.

25 **Patient L.M.**

26 m. On or about June 5, 2002, Respondent submitted or caused to be submitted
27 to VSP an eClaim for payment of comprehensive optometry services and products allegedly
28 provided to patient L.M. on April 30, 2002, including an eye examination and spectacle frames.

1 On or about June 20, 2002, Respondent submitted or caused to be submitted to VSP two separate
2 eClaims. The first claim for payment for comprehensive optometry services and products was
3 allegedly provided on April 30, 2002, including an eye exam and frames. The second eClaim
4 was for payment of a pair of identical frames also allegedly provided to patient L.M. on April 30,
5 2002 (identified as "2nd pair.") In fact, Respondent documented in the patient's examination
6 record dated April 30, 2002, "No Rx needed." On June 30, 2002, VSP issued two checks to
7 Respondent in payment of the claims: a check in the amount of \$150.08 and a check in the
8 amount of \$89.93.

9 Patient L. R.

10 n. On or about September 5, 2002, Respondent submitted or caused to be
11 submitted to VSP an eClaim for payment of optometry services allegedly provided to patient
12 L.R. on September 4, 2002, including a comprehensive eye examination. On or about January 4,
13 2002, Respondent submitted or caused to be submitted to VSP an eClaim for payment of
14 comprehensive optometry services and products allegedly provided to patient L. R. on September
15 27, 2001, including an eye examination, bifocal lenses, and a frame. In fact, the patient's
16 prescription dated September 27, 2001, written by Respondent, was for *single vision* lenses. On
17 or about January 15, 2002, VSP issued Check Number 710877 to Respondent in the amount of
18 \$191.38 in payment of the claim.

19 SECOND CAUSE FOR DISCIPLINE

20 (Obtaining Fees by Fraud or Misrepresentation)

21 15. Respondent's certificate of registration to practice optometry is subject to
22 disciplinary action pursuant to Code section 3090, subdivision (b), for unprofessional conduct, as
23 defined in Code section 3101. In and between May 2000 and July 2002, Respondent
24 obtained fees from VSP by fraud or misrepresentation, as set forth in paragraph 14 above.

25 OTHER MATTERS

26 16. Pursuant to Code section 3125, if Certificate of Registration to Practice
27 Optometry Number 10148, issued to Respondent Huyen Mong Nguyen, is revoked or suspended,
28 the Board may revoke or suspend Fictitious Name Permit Number 2202 issued to Respondent.

1 PRAYER

2 WHEREFORE, Complainant requests that a hearing be held on the matters herein
3 alleged, and that following the hearing, the State Board of Optometry issue a decision:

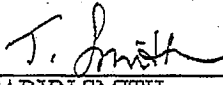
4 1. Revoking or suspending Certificate of Registration to Practice Optometry
5 Number 10148, issued to Huyen Mong Nguyen;

6 2. Revoking or suspending Fictitious Name Permit Number 2202, issued to
7 Huyen Mong Nguyen;

8 3. Ordering Huyen Mong Nguyen to pay the State Board of Optometry the
9 reasonable costs of the investigation and enforcement of this case, pursuant to Business and
10 Professions Code section 125.3;

11 4. Taking such other and further action as deemed necessary and proper.

12 DATED: 9/26/05

13
14 
15 TARYN SMITH
16 Executive Officer
17 State Board of Optometry
18 Department of Consumer Affairs
19 State of California
20 Complainant
21
22
23
24
25
26
27
28

03581-110-SA2005100123
phd; 07/13/2005

Exhibit B

Decision and Order on Petition to Revoke Probation Against Huyen Mong Nguyen

State Board of Optometry Case No. D2-2002-162

LEE A. GOLDSTEIN, O.D. MPA
PRESIDENT
BOARD OF OPTOMETRY

1 EDMUND G. BROWN JR.
Attorney General of California
2 ARTHUR D. TAGGART
Supervising Deputy Attorney General
3

4 State Bar No. 083047
1300 I Street, Suite 125
P.O. Box 944255
5 Sacramento, CA 94244-2550
Telephone: (916) 324-5339
6 Facsimile: (916) 327-8643
Attorneys for Complainant
7

8 **BEFORE THE**
9 **STATE BOARD OF OPTOMETRY**
10 **DEPARTMENT OF CONSUMER AFFAIRS**
11 **STATE OF CALIFORNIA**

12 In the Matter of the Petition to Revoke
13 Probation Against:

Case No. CC 2002-162

14 **HUYEN MONG NGUYEN**
15 **1010-B Florin Road**
16 **Sacramento, CA 95831**

**STIPULATED SETTLEMENT AND
DISCIPLINARY ORDER**

17 **Certificate of Registration to Practice**
18 **Optometry No. 10148,**

19 **Respondent.**

20 **IT IS HEREBY STIPULATED AND AGREED** by and between the parties to the above-
21 entitled proceedings that the following matters are true:
22

23 **PARTIES**

24 1. Mona Maggio (Complainant) is the Executive Officer of the State Board of
25 Optometry. She brought this action solely in her official capacity and is represented in this matter
26 by Edmund G. Brown Jr., Attorney General of the State of California, by Arthur D. Taggart,
27 Supervising Deputy Attorney General.

28 2. Respondent Huyen Mong Nguyen (Respondent) is representing herself in this
proceeding and has chosen not to exercise her right to be represented by counsel.

3. On or about September 10, 1993, the State Board of Optometry issued Certificate of
Registration to Practice Optometry No. 10148 to Huyen Mong Nguyen (Respondent). The

1 Certificate of Registration to Practice Optometry was in full force and effect at all times relevant
2 to the charges brought in Petition to Revoke Probation No. CC 2002-162 and will expire on
3 October 31, 2011, unless renewed.

4 JURISDICTION

5 4. Petition to Revoke Probation No. CC 2002-162 was filed before the State Board of
6 Optometry (Board), Department of Consumer Affairs, and is currently pending against
7 Respondent. The Petition to Revoke Probation and all other statutorily required documents were
8 properly served on Respondent on May 24, 2010. Respondent timely filed her Notice of Defense
9 contesting the Petition to Revoke Probation. A copy of Petition to Revoke Probation No. CC
10 2002-162 is attached as exhibit A and incorporated herein by reference.

11 ADVISEMENT AND WAIVERS

12 5. Respondent has carefully read, and understands the charges and allegations in Petition
13 to Revoke Probation No. CC 2002-162. Respondent has also carefully read and understands the
14 effects of this Stipulated Settlement and Disciplinary Order.

15 6. Respondent is fully aware of her legal rights in this matter, including the right to a
16 hearing on the charges and allegations in the Petition to Revoke Probation; the right to be
17 represented by counsel at her own expense; the right to confront and cross-examine the witnesses
18 against her; the right to present evidence and to testify on her own behalf; the right to the issuance
19 of subpoenas to compel the attendance of witnesses and the production of documents; the right to
20 reconsideration and court review of an adverse decision; and all other rights accorded by the
21 California Administrative Procedure Act and other applicable laws.

22 7. Respondent voluntarily, knowingly, and intelligently waives and gives up each and
23 every right set forth above.

24 CULPABILITY

25 8. Respondent admits the truth of each and every charge and allegation in Petition to
26 Revoke Probation No. CC 2002-162.

27 ///

28 ///

1 9. Respondent agrees that her Certificate of Registration to Practice Optometry is
2 subject to discipline, and she agrees to be bound by the State Board of Optometry's (Board)
3 probationary terms as set forth in the Disciplinary Order below.

4 CONTINGENCY

5 10. This stipulation shall be subject to approval by the State Board of Optometry.

6 Respondent understands and agrees that counsel for Complainant and the staff of the State Board
7 of Optometry may communicate directly with the Board regarding this stipulation and settlement,
8 without notice to or participation by Respondent. By signing the stipulation, Respondent
9 understands and agrees that she may not withdraw her agreement or seek to rescind the stipulation
10 prior to the time the Board considers and acts upon it. If the Board fails to adopt this stipulation
11 as its Decision and Order, the Stipulated Settlement and Disciplinary Order shall be of no force or
12 effect, except for this paragraph, it shall be inadmissible in any legal action between the parties,
13 and the Board shall not be disqualified from further action by having considered this matter.

14 11. The parties understand and agree that facsimile copies of this Stipulated Settlement
15 and Disciplinary Order, including facsimile signatures thereto, shall have the same force and
16 effect as the originals.

17 12. This Stipulated Settlement and Disciplinary Order is intended by the parties to be an
18 integrated writing representing the complete, final, and exclusive embodiment of their agreement.
19 It supersedes any and all prior or contemporaneous agreements, understandings, discussions,
20 negotiations, and commitments (written or oral). This Stipulated Settlement and Disciplinary
21 Order may not be altered, amended, modified, supplemented, or otherwise changed except by a
22 writing executed by an authorized representative of each of the parties.

23 13. In consideration of the foregoing admissions and stipulations, the parties agree that
24 the Board may, without further notice or formal proceeding, issue and enter the following
25 Disciplinary Order:

26 ///

27 ///

DISCIPLINARY ORDER

IT IS HEREBY ORDERED that Certificate of Registration to Practice Optometry No. 10148 issued to Respondent Huyen Mong Nguyen (Respondent) is revoked. However, the revocation is stayed, and Respondent is placed on probation for five (5) years on the following terms and conditions:

Extension of Probation. Respondent is currently subject to terms and conditions of a five-year probationary period pursuant to a Decision and Order of the State Board of Optometry effective July 10, 2006 in a disciplinary action entitled "*In the Matter of the Accusation Against Huyen Mong Nguyen.*" Respondent's current probation and all of its terms and conditions shall remain in effect until and unless this Stipulated Settlement is adopted by the Board. Once this Stipulated Settlement is adopted by the Board, Respondent will then be placed on probation for an additional five (5) year period of time from the effective date of the adoption of this Stipulated Settlement and Disciplinary Order by the Board.

SEVERABILITY CLAUSE. Each condition of probation contained herein is a separate and distinct condition. If any condition of this Order, or any application thereof, is declared unenforceable in whole, in part, or to any extent, the remainder of this Order and all other applicants thereof, shall not be affected. Each condition of this Order shall separately be valid and enforceable to the fullest extent permitted by law.

1. **OBEY ALL LAWS.** Respondent shall obey all laws, whether federal, state, or local. The Respondent shall also obey all regulations governing the practice of optometry in California.

2. **QUARTERLY REPORTS.** Respondent shall file quarterly reports of compliance under penalty of perjury, on forms to be provided, to the probation monitor assigned by the Board. Omission or falsification in any manner of any information on these reports shall constitute a violation of probation and shall result in the filing of an accusation and/or a petition to revoke probation against Respondent's optometrist license. Quarterly report forms will be provided by the Board. Respondent is responsible for contacting the Board to obtain additional

1 forms if needed. Quarterly reports are due for each year of probation and the entire length of
2 probation as follows:

3 • For the period covering January 1st through March 31st, reports are to be
4 completed and submitted between April 1st and April 7th.

5 • For the period covering April 1st through June 30th, reports are to be completed
6 and submitted between July 1st and July 7th.

7 • For the period covering July 1st through September 30th, reports are to be
8 completed and submitted between October 1st and October 7th.

9 • For the period covering October 1st through December 31st, reports are to be
10 completed and submitted between January 1st and January 7th.

11 Failure to submit complete and timely reports shall constitute a violation of probation.

12 3. **PROBATION MONITORING PROGRAM.** Respondent shall comply with
13 requirements of the Board-appointed probation monitoring program, and shall, upon reasonable
14 request, report to or appear to a venue as directed.

15 Respondent shall claim all certified mail issued by the Board, respond to all notices of
16 reasonable requests timely, and submit Reports, Identification Update reports or other reports
17 similar in nature, as requested and directed by the Board or its representative.

18 Respondent shall provide to the Board the names, physical addresses, mailing addresses,
19 telephone numbers, and e-mail addresses of all employers, supervisors, managers, and contractors
20 and shall give specific, written consent that the Respondent authorizes the Board and its
21 representatives and the employers, supervisors, managers, and contractors to communicate
22 regarding the Respondent's work status, performance, and monitoring. Monitoring includes, but
23 is not limited to, any violation of any probationary term and condition.

24 Respondent is encouraged to contact the Board's Probation Program at any time she has a
25 question or concern regarding her terms and conditions of probation.

26 Failure to appear for any scheduled meeting or examination, or cooperate with the
27 requirements of the program, including timely submission of requested information, shall
28

1 constitute a violation of probation and will result in the filing of an accusation and/or a petition to
2 revoke probation against Respondent's Optometrist license.

3 **4. PROBATION MONITORING COSTS.** All costs incurred for probation
4 monitoring during the entire probation shall be paid by the Respondent. The monthly cost for
5 probation monitoring is \$100.00 and shall be paid to the Board each month for the entire term of
6 probation. Respondent's failure to comply with all terms and conditions may also cause this
7 amount to be increased.

8 All payments for costs are to be sent directly to the Board of Optometry and must be
9 received by the first day of each month. Periods of tolling will not toll the probation monitoring
10 costs incurred.

11 If Respondent is unable to submit costs for any month, she shall be required, instead, to
12 submit an explanation of why she is unable to submit the costs, and the date(s) she will be able to
13 submit the costs, including payment amount(s). Supporting documentation and evidence of why
14 the Respondent is unable to make such payment(s) must accompany this submission.

15 Respondent understands that failure to submit costs timely is a violation of probation and
16 submission of evidence demonstrating financial hardship does not preclude the Board from
17 pursuing further disciplinary action. However, Respondent understands that by providing
18 evidence and supporting documentation of financial hardship, it may delay further disciplinary
19 action.

20 In addition to any other disciplinary action taken by the Board, an unrestricted license will
21 not be issued at the end of the probationary period and the optometrist license will not be
22 renewed, until such time as all probation monitoring costs have been paid. The filing of
23 bankruptcy by the Respondent shall not relieve the Respondent of her responsibility to reimburse
24 the Board for costs incurred.

25 **5. FUNCTION AS AN OPTOMETRIST.** Respondent shall function as an
26 optometrist for a minimum of 24 hours per week for the entire term of her probation period.

27 **6. NOTICE TO EMPLOYER.** Respondent shall provide to the Board the names,
28 physical addresses, mailing addresses, and telephone number of all employers and supervisors

1 and shall give specific, written consent that the licensee authorizes the Board and the employers
2 and supervisors to communicate regarding the licensee's work status, performance, and
3 monitoring.

4 Respondent shall be required to inform her employer, and each subsequent employer during
5 the probation period, of the discipline imposed by this decision by providing her supervisor and
6 director and all subsequent supervisors and directors with a copy of the decision and order, and
7 the Accusation in this matter prior to the beginning of or returning to employment or within 14
8 days from each change in a supervisor or director.

9 The employer will then inform the Board, in writing, that they are aware of the discipline,
10 on forms to be provided to the Respondent. Respondent is responsible for contacting the Board to
11 obtain additional forms if needed. All reports completed by the employer must be submitted from
12 the employer directly to the Board.

13 7. **CHANGES OF EMPLOYMENT OR RESIDENCE.** Respondent shall notify the
14 Board, and appointed probation monitor, in writing, of any and all changes of employment,
15 location, and address within 14 days of such change. This includes but is not limited to, applying
16 for employment, termination or resignation from employment, change in employment status, and
17 change in supervisors, administrators, or directors.

18 Respondent shall also notify her probation monitor AND the Board, IN WRITING, of any
19 changes of residence or mailing address within 14 days. P.O. Boxes are accepted for mailing
20 purposes; however, the Respondent must also provide her physical residence address as well.

21 8. **COST RECOVERY.** Respondent shall pay to the Board a sum not to exceed the
22 costs of the investigation and prosecution of this case pursuant to Business and Professions Code
23 section 125.3 That sum shall be the balance owing on the sum previously ordered in the total
24 amount of \$21,126.25 and shall be paid in full directly to the Board, in a Board-approved
25 payment plan, within six (6) months prior to the end of the probationary term. Cost recovery will
26 not be tolled.

27 If Respondent is unable to submit costs timely, she shall be required instead to submit an
28 explanation of why she is unable to submit these costs in part or in entirety, and the date(s) she

1 will be able to submit the costs, including payment amount(s). Supporting documentation and
2 evidence of why the Respondent is unable to make such payment(s) must accompany this
3 submission.

4 Respondent understands that failure to submit costs timely is a violation of probation and
5 ~~submission of evidence demonstrating financial hardship does not preclude the Board from~~
6 pursuing further disciplinary action. However, Respondent understands that by providing
7 evidence and supporting documentation of financial hardship may delay further disciplinary
8 action.

9 Consideration to financial hardship will not be given should Respondent violate this term
10 and condition, unless an unexpected AND unavoidable hardship is established from the date of
11 this order to the date payment(s) is due. The filing of bankruptcy by the Respondent shall not
12 relieve the Respondent of her responsibility to reimburse the Board for these costs.

13 9. **TAKE AND PASS LICENSURE EXAMINATION.** Respondent shall take and
14 pass the California Laws and Regulations Examination (CLRE). Respondent shall pay the
15 established examination fees. If Respondent has not taken and passed the examination within
16 twelve (12) months from the effective date of this decision, Respondent shall be considered to be
17 in violation of probation.

18 10. **COMMUNITY SERVICE.** Within thirty (30) days of the effective date of this
19 decision, Respondent shall submit to the Board, for its prior approval, a community service
20 program in which Respondent provides free professional services on a regular basis to a
21 community of charitable facility or agency, amount to a minimum of sixteen (16) hours per
22 month of probation. Such services shall begin no later than sixty (60) days after the effective date
23 of this order.

24 11. **VALID LICENSE STATUS.** Respondent shall maintain a current, active, and valid
25 license for the length of the probation period. Failure to pay all fees and meet CE requirements
26 prior to her license expiration date shall constitute a violation of probation.

27 12. **TOLLING FOR OUT-OF-STATE RESIDENCE OR PRACTICE.** Periods of
28 residency or practice outside California, whether the periods of residency or practice are

1 temporary or permanent, will toll the probation period but neither toll the cost recovery
2 requirement nor the probation monitoring costs incurred. Travel out of California for more than
3 thirty (30) days must be reported to the Board, in writing, prior to departure. Respondent may
4 notify the Board, in writing, within 14 days, upon her return to California and prior to the
5 commencement of any employment where representation as an optometrist was provided.

6 Respondent's license shall be automatically cancelled if Respondent's periods of temporary
7 or permanent residence or practice outside California total two (2) years. However, Respondent's
8 license shall not be cancelled as long as Respondent is residing and practicing in another state of
9 the United States and is on active probation with the licensing authority of that state, in which
10 case, the two-year period shall begin on the date probation is completed or terminated in that
11 state.

12 13. **LICENSE SURRENDER.** During Respondent's term of probation, if she ceases
13 practicing due to retirement, health reasons, or is otherwise unable to satisfy the conditions of
14 probation, Respondent may surrender her license to the Board. The Board reserves the right to
15 evaluate Respondent's request and exercise its discretion whether to grant the request, or to take
16 any other action deemed appropriate and reasonable under the circumstances, without further
17 hearing. Upon formal acceptance of the tendered license and wall certificate, Respondent will no
18 longer be subject to the conditions of probation. All costs incurred (i.e., Cost Recovery and
19 Probation Monitoring) are due upon reinstatement.

20 Surrender of Respondent's license shall be considered a disciplinary action and shall
21 become a part of Respondent's license history with the Board.

22 14. **VIOLATION OF PROBATION.** If Respondent violates any term of the probation
23 in any respect, the Board, after giving Respondent notice and the opportunity to be heard, may
24 revoke probation and carry out the disciplinary order that was stayed. If a petition to revoke
25 probation is filed against Respondent during probation, the Board shall have continuing
26 jurisdiction and the period of probation shall be extended until the matter is final. No petition for
27 modification of penalty shall be considered while there is an accusation or petition to revoke
28 probation or other penalty pending against Respondent.

1 **15. COMPLETION OF PROBATION.** Upon successful completion of probation,

2 Respondent's license shall be fully restored.

3 **16. MONITOR BILLING SYSTEM AUDIT.** Within sixty (60) days of the effective
4 date of this decision, Respondent shall provide to the Board or its designee the names and
5 qualifications of three auditors. The Board or its designee shall select one of the three auditors to

6 audit Respondent's billings for compliance with the Billing System condition of probation:

7 During said audit, randomly selected client billing records shall be reviewed in accordance with
8 accepted auditing/accounting standards and practices. If requested by the Board, the Board shall
9 be advised of the results of the audit, and may obtain any and all copies of any documents audited
10 or the results of the audit, upon request. The cost of the audits shall be borne by Respondent.

11 Failure to pay for the audits in a timely fashion or failure to provide the Board with the audit
12 results and/or copies of the audited records within ten (10) days from audit completion shall
13 constitute a violation of probation. Respondent's practice is no longer required to be monitored
14 by a supervising optometrist (Dr. Hoverman), at this point in time.

15 **17. EMPLOYMENT LIMITATIONS.** Respondent shall not work in any health care
16 setting as a supervisor of optometrists. The Board may additionally restrict Respondent from
17 supervising technicians and/or unlicensed assistive personnel on a case-by-case basis.

18 Respondent shall not work as a faculty member in an approved school of optometry or as an
19 instructor in a Board-approved continuing education program.

20 Respondent shall work only on a regularly assigned, identified and predetermined
21 worksite(s) and shall not work in a float capacity.

22 If Respondent is working or intends to work in excess of forty (40) hours per week, the
23 Board may request documentation to determine whether there should be restrictions on the hours
24 of work.

25 **18. CONTINUING EDUCATION COURSE IN ETHICS.** Within ninety (90) days of
26 the effective date of the Board's Decision and Order, Respondent shall submit the name of a
27 continuing education course in ethics for prior Board approval. Said course must be taken and
28 completed within one (1) year from the effective date of the Board's Decision and Order.

The costs associated with the ethics course shall be paid by Respondent. Units obtained for an approved course in ethics shall not be used for continuing education units required for renewal of licensure. Respondent shall submit to the Board the original transcripts or certificates of completion for the ethics course. The Board shall return the original documents to Respondent after photocopying them for its records.

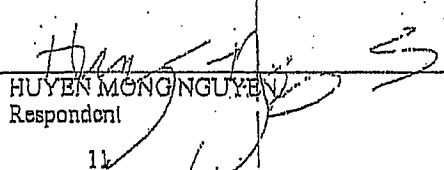
19. MENTAL HEALTH EVALUATION. Respondent shall, within 30 days of the effective date of this Decision, have a mental health examination including psychological testing as appropriate to determine his/her capability to perform the duties of an optometrist. The examination will be performed by a psychiatrist, psychologist or other licensed mental health practitioner approved by the Board.

If Respondent fails to have the above assessment submitted to the Board within the 30-day requirement, Respondent shall immediately cease practice and shall not resume practice until notified by the Board. This period of suspension will not apply to the reduction of this probationary time period. The Board may waive or postpone this suspension only if significant, documented evidence of mitigation is provided. Such evidence must establish good faith efforts by Respondent to obtain the assessment, and a specific date for compliance must be provided. Only one such waiver or extension may be permitted.

ACCEPTANCE

I understand that I have the right to retain private counsel at my own expense. I have chosen to represent myself in this proceeding. I have carefully read the Stipulated Settlement and Disciplinary Order. I understand the stipulation and the effect it will have on my Certificate of Registration to Practice Optometry. I enter into this Stipulated Settlement and Disciplinary Order voluntarily, knowingly, and intelligently, and agree to be bound by the Decision and Order of the State Board of Optometry.

DATED: 1/14/11


HUYEN MONG NGUYEN
Respondent

11

STIPULATED SETTLEMENT (CC 2002-162)

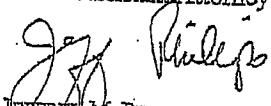
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ENDORSEMENT

The foregoing Stipulated Settlement and Disciplinary Order is hereby respectfully
submitted for consideration by the State Board of Optometry of the Department of Consumer
Affairs.

Dated: 1/19/11

EDMUND G. BROWN JR.
Attorney General of California
ALFREDO TERRAZAS
Senior Assistant Attorney General


JEFFREY M. PHILLIPS
Deputy Attorney General
Attorneys for Complainant

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1 EDMUND G. BROWN JR.
Attorney General of California
2 ARTHUR D. TAGGART
Supervising Deputy Attorney General
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4 State Bar No. 154990
1300 I Street, Suite 125

5 P.O. Box 944255
Sacramento, CA 94244-2550
6 Telephone: (916) 324-6292
Facsimile: (916) 327-8643

7 *Attorneys for Complainant*

8
9 BEFORE THE
10 STATE BOARD OF OPTOMETRY
DEPARTMENT OF CONSUMER AFFAIRS
11 STATE OF CALIFORNIA

12 Case No. 2002 162

13 In the Matter of the Petition to Revoke
14 Probation Against:

PETITION TO REVOKE PROBATION

15 HUYEN MONG NGUYEN
16 1010-B Florin Road
Sacramento, California 95831

17 Certificate of Registration to Practice
18 Optometry No. 10148

19 Fictitious Name Permit Number 2202

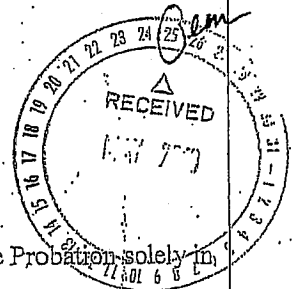
20 Respondent.

21 Complainant alleges:

22 1. Mona Maggio, ("Complainant") brings this Petition to Revoke Probation solely in
23 her official capacity as the Executive Officer of the Board of Optometry ("Board"), Department
24 of Consumer Affairs.

25 License History

26 2. On or about September 10, 1993, the Board issued Certificate of Registration to
27 Practice Optometry Number 10148 (also known as "Optometry License") to Huyen Mong
28



PETITION TO REVOKE PROBATION

1 Nguyen ("Respondent"). Respondent's certificate of registration was in full force and effect at all
2 times relevant to the charges brought herein and will expire on October 31, 2011, unless renewed.

3 Prior Discipline

4 3. In a disciplinary action entitled "*In the Matter of Accusation Against Huyen Mong*
5 *Nguyen*," Case No. 2002 162, the Board of Optometry issued a decision, effective July 10, 2006,
6 in which Respondent's Certificate of Registration to Practice Optometry No. 10148 was revoked.
7 However, the revocation was stayed, and Respondent was placed on probation for a period of five
8 (5) years with certain terms and conditions. A copy of that decision is attached as Exhibit A and
9 is incorporated by reference.

10 JURISDICTION

11 4. This Petition to Revoke Probation is brought before the Board of Optometry,
12 Department of Consumer Affairs, under the authority of the following laws. All section
13 references are to the Business and Professions Code ("Code"), unless otherwise indicated.

14 5. Code sections 3024 and 3090 provide that the Board may take disciplinary action
15 against any optometry license issued by the Board, including, but not limited to, revocation or
16 suspension of the license, in addition to placing terms and conditions on the license.

17 PETITION TO REVOKE PROBATION

18 6. Grounds exist for revoking the probation and reimposing the order of revocation of
19 Respondent's Certificate of Registration to Practice Optometry No. 10148. Condition No. 13 of
20 the Decision and Order states:

21 VIOLATION OF PROBATION - If Respondent violates the conditions
22 of her probation, the Board, after giving the Respondent notice and an opportunity to
23 be heard, may set aside the stay order and impose the stayed discipline
(revocation/suspension) of the Respondent's license.

24 If, during the period of probation, an accusation or petition to revoke
25 probation has been filed against Respondent's license or the Attorney General's
26 Office has been requested to prepare an accusation or petition to revoke probation
against Respondent's license, the probationary period shall automatically be extended
and shall not expire until the accusation or petition has been acted upon by the Board.

27 7. Respondent's probation is subject to revocation because she failed to comply with
28 Probation Condition 13, referenced above, as set forth below:

FIRST CAUSE TO REVOKE PROBATION

(Failure to Comply with Probation)

8. At all times after the effective date of Respondent's probation, Condition 3 states, in pertinent part:

COMPLY WITH THE BOARD'S PROBATION PROGRAM -

Respondent shall fully comply with the conditions of the Probation Program established by the Board and cooperate with representatives of the Board in its monitoring and investigation of Respondent's compliance with the Board's Probation Program. Respondent shall inform the Board in writing within no more than 15 days of any address change and shall at all times maintain an active, current license status with the Board, including during any period of suspension.

Respondent shall comply with the Board's probation surveillance program, including but not limited to allowing access to the Respondent's optometric practice(s) and patient records upon request of the Board or its agent.

9. Respondent's probation is subject to revocation because she failed to comply with Probation Condition 3, referenced above. The facts and circumstances regarding this violation are that Respondent has failed to obey all laws, submit timely quarterly reports, failed to obtain a probation monitor in a timely fashion, and failed to comply with cost recovery payments, as alleged below.

SECOND CAUSE TO REVOKE PROBATION

(Failure to Obey All Laws)

10. At all times after the effective date of Respondent's probation, Condition 2 states, in pertinent part:

OBEY ALL LAWS. -

Respondent shall obey all federal, state and local laws. A full and detailed account of any and all violations of law shall be reported by the Respondent to the Board in writing within seventy-two (72) hours of occurrence. To permit monitoring of compliance with this condition, Respondent shall submit completed fingerprint forms and fingerprint fees within 45 days of the effective date of the decision, unless previously submitted as part of the licensure application process.

1 11. Respondent's probation is subject to revocation because she failed to comply with
2 Probation Condition 2, referenced above. The facts and circumstances regarding this violation
3 are that on or about September 7, 2006, Respondent drove to her probation interview with the
4 Board on an expired California drivers license.

5 THIRD CAUSE TO REVOKE PROBATION

6 (Failure to Submit Timely Written Reports)

7 12. At all times after the effective date of Respondent's probation, Condition 6 states, in
8 pertinent part:

9 SUBMIT WRITTEN REPORTS -

10 Respondent, during the period of probation, shall submit or cause to be
11 submitted such written reports/declarations and verification of actions under penalty
12 of perjury, as required by the Board. These reports/declarations shall contain
13 statements relative to Respondent's compliance with all of the conditions of the
14 Board's Probation Program. Respondent shall immediately execute all release of
15 information forms as may be required by the Board or its representatives.

16 Respondent shall provide a copy of this decision to the optometric regulatory
17 agency in every state and territory in which she has an optometry license.

18 13. Respondent's probation is subject to revocation because she failed to comply with
19 Probation Condition 6, referenced above. The facts and circumstances regarding this violation
20 are that Respondent has failed to submit timely quarterly reports, as follows: Respondent's first
21 quarterly report was due on or before October 30, 2006, with reports submitted to the board every
22 three months thereafter. Respondent submitted her first quarterly report to the Board on or about
23 November 12, 2006, which was two weeks late. Respondent then failed to submit a quarterly
24 reports for the following periods: Fourth Quarter 2006, First Quarter 2007, Second Quarter 2007,
25 Third Quarter 2007, Fourth Quarter 2007. On or about May 6, 2008 the Board received a
26 quarterly report signed by respondent on April 30, 2008 that seems to cover the First Quarter
27 2008, but was submitted five weeks late. Respondent failed to submit quarterly reports for:
28 Second Quarter 2008, Third Quarter 2008, Fourth Quarter 2008, and First Quarter 2009. On or
about July 15, 2009, the Board received an unsigned and undated quarterly report that seems to
cover the Second Quarter 2009, but was submitted two weeks late. Respondent failed to submit
quarterly reports for: Third Quarter 2009, Fourth Quarter 2009, First Quarter 2010.

FOURTH CAUSE TO REVOKE PROBATION

(Failure to Comply with Supervision Requirements)

14. At all times after the effective date of Respondent's probation, Condition 9 states, in pertinent part:

SUPERVISION - Respondent shall practice under the supervision of a Board-approved optometrist to conduct on site review of billings, patient records, and prescriptions. The cost of the on site review will be borne by Respondent.

15. Respondent and the Board agreed that Respondent would have at least 40 hours of supervised practice within the first six months of probation, beginning on July 10, 2006, with quarterly reports issued by this Board monitor. Respondent's probation is subject to revocation because she failed to substantially comply with Probation Condition 12, referenced above. The facts and circumstances regarding this violation are that Respondent failed to obtain a supervising optometrist until December 16, 2009 and failed to issue her first supervision report to the Board until February 22, 2010.

FIFTH CAUSE TO REVOKE PROBATION

(Failure to Comply with Cost Recovery Payments)

16. At all times after the effective date of Respondent's probation, Condition 12 states, in pertinent part:

COST RECOVERY - Respondent shall pay to the Board costs associated with its investigation and enforcement pursuant to Business and Professions Code Section 125.3 in the amount of \$21,126.25. Respondent shall be permitted to pay these costs in a payment plan approved by the Board, with payments to be completed no later than the end of the probationary period.

If Respondent has not complied with this condition during the time indicated, and has presented sufficient documentation of her good faith efforts to comply, and if no other conditions have been violated, the Board, in its discretion, may grant an extension of the Respondent's probation period up to one year without further hearing in order to comply with this condition. During the one year extension, all original conditions of probation will apply.

17. Respondent had agreed to make monthly payments in the amount of \$200.00 per month for the first 40 months of probation, beginning on September 30, 2006, with an additional 12 payments of \$1,093.85 thereafter, with the payments to be received by the Board by the 30th

day of each month. Respondent's probation is subject to revocation because she failed to substantially comply with Probation Condition 12, referenced above, as follows:

Pymt #	Pymt Mo	Amt due	Amt Pd	Date Rec'd	Balance
					\$21,126.25
1	Sept 2006	\$200.00	\$200.00	9/19/06	\$20,926.25
2	Oct 2006	\$200.00	\$200.00	11/1/06	\$20,726.25
3	Nov 2006	\$200.00	\$200.00	11/30/06	\$20,526.25
4	Dec 2006	\$200.00	\$200.00	12/29/06	\$20,326.25
5	Jan 2007	\$200.00	\$200.00	1/31/07	\$20,126.25
6	Feb 2007	\$200.00	\$200.00	2/28/07	\$19,926.25
7	Mar 2007	\$200.00			\$19,926.25
8	Apr 2007	\$200.00	\$400.00	4/30/07	\$19,526.25
9	May 2007	\$200.00	\$200.00	5/31/07	\$19,326.25
10	June 2007	\$200.00	\$200.00	6/29/07	\$19,126.25
11	July 2007	\$200.00	\$200.00	7/31/07	\$18,926.25
12	Aug 2007	\$200.00	\$200.00	8/31/07	\$18,726.25
13	Sept 2007	\$200.00			\$18,726.25
14	Oct 2007	\$200.00	\$400.00	11/1/07	\$18,326.25
15	Nov 2007	\$200.00	\$200.00	11/30/07	\$18,126.25
16	Dec 2007	\$200.00	\$200.00	12/31/07	\$17,926.25
17	Jan 2008	\$200.00			\$17,926.25
18	Feb 2008	\$200.00	\$200.00	2/8/08	\$17,726.25
19	Mar 2008	\$200.00	\$400.00	3/3/08	\$17,326.25
20	Apr 2008	\$200.00			\$17,326.25
21	May 2008	\$200.00	\$400.00	5/6/08	\$16,926.25
22	June 2008	\$200.00			\$16,926.25
23	July 2008	\$200.00	\$400.00	7/1/08	\$16,526.25
24	Aug 2008	\$200.00			\$16,526.25

1	25	Sept 2008	\$200.00			\$16,526.25
2	26	Oct 2008	\$200.00	\$600.00	10/2/08	\$15,926.25
3	27	Nov 2008	\$200.00			\$15,926.25
4	28	Dec 2008	\$200.00			\$15,926.25
5	29	Jan 2009	\$200.00			\$15,926.25
6	30	Feb 2009	\$200.00			\$15,926.25
7	31	Mar 2009	\$200.00			\$15,926.25
8	32	Apr 2009	\$200.00			\$15,926.25
9	33	May 2009	\$200.00			\$15,926.25
10	34	June 2009	\$200.00			\$15,926.25
11	35	July 2009	\$200.00	\$1,400.00	7/13/09	\$14,526.25
12	36	Aug 2009	\$200.00	\$400.00	8/25/09	\$14,126.25
13	37	Sept 2009	\$200.00			\$14,126.25
14	38	Oct 2009	\$200.00	\$900.00	10/14/09 ¹	\$13,226.25
15	39	Nov 2009	\$200.00			\$13,226.25
16	40	Dec 2009	\$200.00			\$13,226.25
17	41	Jan 2010	\$1,093.85	\$1,000.00	1/29/10	\$12,226.25
18	42	Feb 2010	\$1,093.85			\$12,226.25
19	43	Mar 2010	\$1,093.85	\$1,000.00	3/2/10	\$11,226.25
20	44	Apr 2010	\$1,093.85	\$1,000.00	4/1/10	\$10,226.25
21	45	May 2010	\$1,093.85			

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¹ Made two payments equaling \$900: \$800 rec'd on 10/14 & \$100 rec'd on 10/29

PRAYER

WHEREFORE, Complainant requests that a hearing be held on the matters herein alleged, and that following the hearing, the Board of Optometry issue a decision:

1. Revoking the probation that was granted by the Board of Optometry in Case No. 2002 162 and imposing the disciplinary order that was stayed, thereby revoking Certificate of Registration to Practice Optometry No. 10148 issued to Huyen Mong Nguyen;
2. Revoking or suspending Certificate of Registration to Practice Optometry No. 10148 issued to Huyen Mong Nguyen; and,
3. Taking such other and further action as deemed necessary and proper.

DATED: 5/13/10

Mona Maggio
Mona Maggio
Executive Officer
Board of Optometry
Department of Consumer Affairs
State of California
Complainant

SA2010100557
pet revoke prob.rtf

NEVADA STATE BOARD OF OPTOMETRY



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SUMMARY OF COMPLAINTS

CONSIDERATION OF SUFFICIENT CAUSE TO MOVE COMPLAINT TO A HEARING, AND EXECUTIVE DIRECTOR RECOMMENDATIONS

a. Complaint 18-12, 18-13- Corporate structure

Based on information provided to the E.D., the Board issued subpoenas to a licensee and to the indicated Corporate entity to determine whether the ownership and compensation structure meets the requirements of NRS 636. On its face, the arrangement seems to comply with Nevada law; however, the determination was unclear and additional investigation is required. **Recommend forwarding matter for further investigation. Should the investigation reveal additional facts supporting a violation of law, the E.D. will bring the matter to the Board for further determination.**

b. Complaint 18-14, 18-15- Corporate structure

Based on information provided to the E.D., the Board issued subpoenas to a licensee and to the indicated Corporate entity to determine whether the ownership and compensation structure meets the requirements of the optometry laws. On its face, the arrangement seems to comply with Nevada law; however, questions arose whether transferred voting rights from a licensee to non-optometrists complies with the law, and whether the compensation arrangement and control over clinical practice requirements are met. Upon review of the documents produced, the determination was unclear and additional investigation is required. **Recommend forwarding matter for further investigation. Should the investigation reveal additional facts to support finding a violation of law, the E.D. will bring the matter to the Board for further determination.**

c. Complaint 18-18- Office conditions

Complainant claims filthy and odiferous clinical conditions. E.D. unable to identify statute to give the Board jurisdiction to act under NRS/NAC 636. **Recommend dismissal for lack of jurisdiction.**

SUMMARY OF COMPLAINTS July 12, 2018 continued

d. Complaint 18-19- O.D. behavior

Patient report of strange behavior by licensee and potential practice under the influence. **Recommend forwarding matter for investigation and hearing.**

e. Complaint 18-20- Technician prescribing lenses

This complaint was forwarded by the State Board of Medical Examiners because it involved a technician presumably issuing a prescription for glasses and attributing the prescription to an O.D. Licensee practicing in an Ophthalmology practice. After speaking with the Licensee, we learned that the O.D. never saw the patient, and the technician attributed the prescription to her without her knowledge. **Recommend forwarding matter for investigation and hearing, and authorizing E.D. to settle the Complaint with a penalty of \$1000 prior to hearing.**

f. Complaint 18-21- Advertising

Executive Director contacted the insurer's Provider Services division by phone on 5/28/18 and learned that the licensee's contract had been terminated in 2017. **Recommend forwarding matter for investigation and hearing, and authorizing E.D. to settle the Complaint with a penalty of \$1000 prior to hearing.**

NEVADA REVISED STATUTES RELATED TO CORPORATE OWNERSHIP OF OPTOMETRY PRACTICES

NRS 636.300 Unethical or unprofessional conduct: Improper association or use of prescription blanks. The following acts, among others, constitute unethical or unprofessional conduct:

1. Association as an optometrist with any person, firm or corporation violating this chapter.
2. Accepting employment, directly or indirectly, from a person not licensed to practice optometry in this State to assist the person in such practice or enabling the person to engage therein, except as authorized in [NRS 636.347](#).
3. Signing the prescription blanks of another optometrist or allowing another optometrist to use his or her prescription blanks.
4. Except as otherwise provided in [NRS 636.372](#) and [636.373](#), practicing in or on premises where any materials other than those necessary to render optometric examinations or services are dispensed to the public, or where a business is being conducted not exclusively devoted to optometry or other healing arts and materials or merchandise are displayed having no relation to the practice of optometry or other healing arts.

[68:208:1955]—(NRS A 1961, 760; [1973, 536](#); [1979, 952](#); [1981, 595](#); [1985, 1919](#); [1993, 2872](#); [1995, 2564](#))

NRS 636.301 Unethical or unprofessional conduct: Division of fees; exceptions. The following acts, among others, constitute unethical or unprofessional conduct:

1. Division of fees with another optometrist or a health maintenance organization, except where the division is made in proportion to the services performed for the patient and the responsibility assumed by each.

2. Division of fees or any understanding or arrangement with any person who is not an optometrist or a health maintenance organization, unless in accordance with [NRS 636.374](#).

(Added to NRS by [1985, 1917](#); A [2001, 1001](#))

§630.160 (prohibiting the unlicensed practice of medicine)

§630.304(3) (prohibiting practicing medicine under another name)

§630.305(1) providing that grounds for disciplinary action includes receiving compensation from a corporation which is intended to influence the physician's objective evaluation or treatment of the patient)

NRS 630.305 Accepting compensation to influence evaluation or treatment; inappropriate division of fees; inappropriate referral to health facility, laboratory or commercial establishment; charging for services not rendered; aiding practice by unlicensed person; delegating responsibility to unqualified person; failing to disclose conflict of interest; failing to initiate performance of community service; exception.

1. The following acts, among others, constitute grounds for initiating disciplinary action or denying licensure:
 - (a) Directly or indirectly receiving from any person, corporation or other business organization any fee, commission, rebate or other form of compensation which is intended or tends to influence the physician's objective evaluation or treatment of a patient.

(b) Dividing a fee between licensees except where the patient is informed of the division of fees and the division of fees is made in proportion to the services personally performed and the responsibility assumed by each licensee.

(c) Referring, in violation of [NRS 439B.425](#), a patient to a health facility, medical laboratory or commercial establishment in which the licensee has a financial interest.

(d) Charging for visits to the physician's office which did not occur or for services which were not rendered or documented in the records of the patient.

(e) Aiding, assisting, employing or advising, directly or indirectly, any unlicensed person to engage in the practice of medicine contrary to the provisions of this chapter or the regulations of the Board.

(f) Delegating responsibility for the care of a patient to a person if the licensee knows, or has reason to know, that the person is not qualified to undertake that responsibility.

(g) Failing to disclose to a patient any financial or other conflict of interest.

(h) Failing to initiate the performance of community service within 1 year after the date the community service is required to begin, if the community service was imposed as a requirement of the licensee's receiving loans or scholarships from the Federal Government or a state or local government for the licensee's medical education.

2. Nothing in this section prohibits a physician from forming an association or other business relationship with an optometrist pursuant to the provisions of [NRS 636.373](#).

(Added to NRS by [1983, 301](#); A [1985, 2237](#); [1987, 198](#); [1989, 1114](#); [1991, 2437](#); [1993, 2302](#), [2596](#); [1995, 714](#), [2562](#))

§695C.050(3) (a corporate health maintenance organization is a special, exempt entity under chapter 695C. Its activities are not deemed the practice of medicine.)

Chapter 89 (Professional Corporation Act) (permitting corporate practice of medicine)

NRS 89.070 Restrictions on ownership and transfer of shares.

1. Except as otherwise provided in this section and [NRS 623.349](#):

(a) No professional entity may issue any of its owner's interest to anyone other than a natural person who is licensed to render the same specific professional services as those for which the professional entity was formed.

(b) No owner may enter into a voting trust agreement or any other type of agreement vesting another person with the authority to exercise the voting power of any or all of his or her owner's interest, unless the other person is licensed to render the same specific professional services as those for which the professional entity was formed.

(c) No owner's interest may be sold or transferred except to a natural person who is eligible to be an owner or to the personal representative or estate of a deceased or legally incompetent stockholder. The personal representative or estate of the owner may continue to own the owner's interest for a reasonable period, but may not participate in any decisions concerning the rendering of professional services.

↪ The articles, bylaws or operating agreement of the professional entity may provide specifically for additional restrictions on the transfer of an owner's interest and may provide for the redemption or purchase of the owner's interest by the professional entity, its owners or an eligible individual account plan complying with the requirements of subsection 2 at prices and in a manner specifically set forth. An owner may transfer his or her owner's interest in the professional entity or any other interest in the assets of the professional entity to a revocable trust if the owner acts as trustee of the revocable trust and any person who acts as cotrustee and is not licensed to perform the services for which the professional entity was formed does not participate in any decisions concerning the rendering of those services.

2. Except as otherwise provided in [NRS 623.349](#), a person not licensed to render the professional services for which the professional entity was formed may own a beneficial interest in any of the assets, including an owner's interest, held for the person's account by an eligible individual account plan sponsored by the professional entity for the benefit of its employees, which is intended to qualify under section 401 of the Internal Revenue Code, 26 U.S.C. § 401, if the terms of the trust are such that the total number of shares which may be distributed for the benefit of persons not licensed to render the professional services for which the professional entity was formed is less than a controlling interest and:

(a) The trustee of the trust is licensed to render the same specific professional services as those for which the professional entity was formed; or

(b) The trustee is not permitted to participate in any decisions concerning the rendering of professional services in his or her capacity as trustee.

↪ A trustee who is individually an owner may participate in his or her individual capacity as an owner, manager, director or officer in any decision.

3. Except as otherwise provided in subsection 4, a professional entity in which all the owners who are natural persons are licensed to render the same specific professional service may acquire and hold an owner's interest in another professional entity or in a similar entity organized pursuant to the corresponding law of another state, only if all the owners who are natural persons of the professional entity whose stock is acquired are licensed in that professional entity's state of formation to render the same specific professional service as the owners who are natural persons of the professional entity that acquires the owner's interest.

4. A professional entity practicing pursuant to [NRS 623.349](#) in which all the owners are natural persons, regardless of whether or not the natural persons are licensed to render the same specific professional service, may acquire and hold an owner's interest in another professional entity or in a similar entity organized pursuant to the corresponding law of another state if control and two-thirds ownership of the business organization or association that is acquired is held by persons registered or licensed pursuant to the applicable provisions of [chapter 623](#), [623A](#) or [625](#) of NRS. As used in this subsection, "control" has the meaning ascribed to it in [NRS 623.349](#).

5. An attorney may form a legal services professional entity that is organized or incorporated in the State of Nevada with one or more natural persons, each of whom is a member in good standing and eligible to practice before the bar of any jurisdiction of the United States, and such legal services entity may issue an owner's interest to a natural person who is a member in good standing and eligible to practice before the bar of any jurisdiction of the United States provided that at least one attorney admitted by the Supreme Court of the State of Nevada to practice law as a member of the State Bar of Nevada owns an owner's interest in the professional entity.

6. Any act in violation of this section is void and does not pass any rights or privileges or vest any powers, except to an innocent person who is not an owner and who has relied on the effectiveness of the action.

(Added to NRS by 1963, 866; A [1969, 521](#); [1977, 643](#); [1991, 1306](#); [1995, 2118](#); [2001, 1781](#); [2007, 2435](#); [2009, 1715](#))

Chapter 78 (General Corporation law) (not authorizing corporate practice of medicine)

Policies Supported by the Corporate Practice Bar (from an article about California law).

The bar on the corporate practice of medicine arose out of the early stages of the industrial revolution. Corporations at that time employed physicians and sought to either (a) provide medical services to their employees or (b) market physician services to the public. Although initially, many of these corporations were controlled by physicians, eventually lay people exercised significant control over the way in which these physicians practiced. Critics of these arrangements asserted that physicians were forced to maintain excessive patient loads and had their independent judgment compromised, thereby jeopardizing the quality of care they were able to provide.

While some physicians did not object to these arrangements as the corporations] offered them a way to earn a living, organized medicine believed that the maintenance of medical autonomy required protection from commercial pressures, and developed ethical restrictions categorizing certain commercial activities as unethical. Although these standards were ultimately attacked by the Federal Trade Commission as being anticompetitive, Legislatures and courts throughout the country articulated prohibitions against the corporate practice of medicine in one form or another.

The proscription against the corporate practice of medicine provides a fundamental protection against the potential that the provision of medical care and treatment will be subject to commercial exploitation. The corporate practice bar ensures that those who make decisions which affect, directly or indirectly, the provisions of medical services (1) understand the quality of care implications of those decisions; (2) have a professional ethical obligation to place the patient's interest foremost; and (3) are subject to the full panoply of the enforcement powers of the Medical Board of California, the state agency charged with the administration of the Medical Practice Act.

Recognizing the potential for improper invasions into the physician-patient relationship and the need for deference to the physician's professional judgment, the California courts and Legislature have protected physicians from the pressures of the commercial marketplace for many years. See Business and Professions Code §§ 2052, 2265 and 2400. These provisions make it unlawful for a lay person to practice medicine or exercise control over decisions made by physicians. A physician who aids and abets the unlawful practice of medicine can be guilty of a crime and subject to the disciplinary powers of the Medical Board.

Contractual arrangements which raise corporate practice issues can also raise serious fraud, abuse and inurement issues. For example, if a physician enter into a contractual relationship with a lay entity and the contract results in the lay entity receiving excessive profit, serious antikickback considerations are raised pursuant to California's Business & Professions Code §650 and its federal Medical and Medicaid analog of 42 U.S.C. §1320a-7b. These provisions prohibit the payment of receipt of compensation for the referral of patients. Potential penalties for engaging in these activities include but are not limited to, exclusion from Medicare, AHCA Seminar Materials loss of medical license, hefty fines and imprisonment. Further, physician and lay entity "joint ventures" which involve organizations that receive exemption from federal income taxes pursuant to the Internal Revenue Code §501(c)(3) are currently subject to exacting scrutiny by the IRS. As these organizations are required to be organized for charitable, religious, or educational purposes, they will lose their exempt status where there is inurement of private benefit to an individual (unless the private benefit is found to be merely incidental to an overriding public benefit). The purpose of this prohibition is to ensure that private individuals who are in a position to control or otherwise influence the organization not be able to obtain personal financial benefit at the expense of the tax exempt entity. Thus, in any "integrated entity" care must be taken to ensure that the inurement/private benefit prohibitions are not violated.

COMPLAINT NOS. 18-12 & 18-13

Initial Findings Related to Possible Influence of Out-of-State Corporations into the Clinical Practice of NV LIC PRACTICE, a Nevada-based Optometry Practice and LICENSEE

In an effort to determine whether an out-of-state corporation was dictating or influencing the clinical practice of NV LIC PRACTICE, the Nevada Board of Optometry requested documents related to the financial and service agreements that could clarify NV LIC PRACTICE's relationship with optometry practice management firm NAT'L CO, a Nevada-registered arm of NAT'L CO called NV ARM, and three Nevada-based optometry practices purchased by LICENSEE, NAT'L CO, and NV ARM.

From the records provided, we determined the following:

- Dr. LICENSEE, a Nevada-licensed optometrist, owns NV LIC PRACTICE.
- NAT'L CO is a national Delaware-based corporation operating out of Madison, Wisconsin.
- NV ARM is a subsidiary/extension of NAT'L CO set up to manage NAT'L CO's Nevada optometry interests. NV ARM has the same CEO/Executive Chairman as NAT'L CO (not an optometrist) and is also a Delaware-based corporation operating out of Madison.
- NAT'L CO purchased the non-clinical assets of three Nevada-based optometry practices.
- The non-clinical assets of these three practices were transferred to NV ARM.
- The clinical operations of these practices were turned over to Dr. LICENSEE and the locations became NV LIC PRACTICE optometry offices.
- Dr. LICENSEE leased seven Las Vegas-area optometry offices – apparently offices previously used by optometry practices purchased by NV LIC PRACTICE, and NAT'L CO/NV ARM. These leases were then transferred into sub-leases to NAT'L CO/NV ARM.
- NV ARM leases two properties owned by Dr. LICENSEE. These properties appear to be two Reno NV LIC PRACTICE locations. Both leases appear to be for a reasonable fair market value.
- Non-clinical services, including computer software systems and certain managerial functions, were provided to NV LIC PRACTICE, by NAT'L CO as part of the merger/acquisition.

The records provided do not indicate that a national corporation, NAT'L CO, or its Nevada-focused subsidiary, NV ARM, is involved with any clinical aspect of NV LIC PRACTICE. However, the Board did not receive sufficient documentation to conclusively determine whether that is actually the case.

Since NV ARM functions as a direct extension of NAT'L CO and the documents provided to the Board do little to explain the day-to-day relationship between NV ARM and Dr. LICENSEE and his NV LIC PRACTICE business, more information is necessary.

In order to determine the involvement of NAT'L CO into the clinical operation of NV LIC PRACTICE, it is necessary for the Board to receive additional documentation regarding the structure of NV ARM, the support and services provided by NV ARM to NV LIC PRACTICE, agreements governing the financial relationship between NV LIC PRACTICE and NV ARM, the methods used to assure the separation between the clinical services provided by NV LIC PRACTICE and the non-clinical operations managed by NV ARM/NAT'L CO, whether any clinical services are provided or performed by NV ARM, and whether NV LIC PRACTICE receives any incentive for performing certain types or quantities of clinical services.

Additionally, we note that references to NRS Chapter 630 were included with the Letter. We fail to understand why these were included, as there are no ophthalmologists associated with [REDACTED] and therefore the Nevada State Board of Medical Examiners' statutes would have no bearing on this matter. We assume these were attached in relation to a different matter before the Board. If there is direct relevance to Dr. [REDACTED]'s matter please advise.

At this time, Dr. [REDACTED] has no additional documents to provide. Instead, we will attempt to respond to the Board's concerns as set forth in the Letter by highlighting certain Bates-numbered items within the previous document production, which was admittedly copious. We respectfully refer the Board to our cover letter to the May 1, 2018 document production ("Response"), which summarizes the structure and evolution of [REDACTED] and its involvement with [REDACTED]. Stated simply, [REDACTED] is the optometry practice which employs all licensed personnel and provides all clinical services. [REDACTED] administers and manages the non-clinical aspects of [REDACTED], as further detailed below, employs all administrative and non-clinical personnel, and owns all non-clinical assets of the practice.

For consistency, we shall refer to [REDACTED] as NAT'L CO, [REDACTED] as NV ARM, and [REDACTED] as NV LIC PRACTICE as those terms are utilized in the Letter.

NAT'L CO and/or NV ARM is not involved in any clinical aspect of NV LIC PRACTICE.

NV LIC PRACTICE is not privy to nor involved in the relationship between NV ARM and its parent, NAT'L CO, and cannot speak to the degree of control NAT'L CO may exercise over NV ARM.

NV LIC PRACTICE is not directed or controlled by NAT'L CO or NV ARM in its selection of vendors, suppliers, and the like. Statements in your Letter are also incorrect. Specifically, "computer software systems" were not "provided to NV LIC PRACTICE, by NATL CO as part of the merger/acquisition" as stated in the Letter. NV LIC PRACTICE voluntarily contracts with NAT'L CO for use of its licensed electronic health records (EHR) product, and at least half of NV LIC PRACTICE's locations were using it prior to any asset purchase. However, NV LIC PRACTICE has complete autonomy to contract with, or decline to contract with, NAT'L CO for any of its products or services, all of which, including EHR, are offered to and paid for by NV LIC PRACTICE at usual and customary rates. NV LIC PRACTICE is free to cancel and obtain products and services elsewhere just like any other customer.

NV LIC PRACTICE engaged NV ARM as its manager under the terms and conditions of that certain Management Services Agreement dated October 17, 2016 ("MSA") ([REDACTED] 001234-260). The MSA details the relationship, and boundaries thereof, between NV LIC PRACTICE and NV ARM. NV ARM is "responsib[le] for general management and day-to-day business operations of [NV LIC PRACTICE] exclusive of the medical, professional, and ethical aspects of [NV LIC PRACTICE]'s operations," and restricted to providing management services "in accordance with

applicable federal and state requirements, [and] the requirements of the [MSA]....” (██████001236, emphasis added).

Pursuant to Section 9 of the MSA, the NV ARM is not permitted to affect or influence the professional judgment of NV LIC PRACTICE or its optometrists:

“[NV LIC PRACTICE] and the Optometrists shall at all times be free, in their sole discretion, to exercise their professional judgment on behalf of patients of [NV LIC PRACTICE]. No provision of this Agreement is intended, nor shall it be construed, to permit Manager to affect or influence the professional judgment of [NV LIC PRACTICE] or the Optometrists. To the extent that any act or service required or permitted of [NV ARM] by any provision of this Agreement may be construed or deemed to constitute the practice of optometry, the ownership or control of an optometry practice, or the operation of a health care facility, said provision of this Agreement shall be void *ab initio* and the performance of said act or service by [NV ARM] shall be deemed waived by [NV LIC PRACTICE].” (██████001240).

All optometrists are employed by NV LIC PRACTICE (██████000628–0820), and are in no way controlled or influenced by NV ARM. In accordance with NRS 89.070(1), Dr. LICENSEE owns 100% of the outstanding shares in, and personally manages, NV LIC PRACTICE. Dr. LICENSEE is responsible for hiring and firing of all NV LIC PRACTICE employees. Per his philosophy, Dr. LICENSEE ensures all NV LIC PRACTICE optometrists practice with full autonomy. Along with NV LIC PRACTICE’s Clinical Director, Dr. LICENSEE supervises all quality and chart reviews and monitors weekly and monthly quality reports for NV LIC PRACTICE.

Dr. LICENSEE also controls hiring and firing of NV ARM employees at NV LIC PRACTICE practice locations. Dr. LICENSEE’s former partners, also licensees, are now employed as optometrists for NV LIC PRACTICE. They also oversee the non-clinical services provided by NV ARM at the practice locations. Anyone who knows Dr. LICENSEE personally surely knows that he would not allow anyone to tell him how to operate his practice.

Structure of NV ARM.

As we are counsel to NV LIC PRACTICE only, and not to NV ARM or NAT’L CO, we are not privy to the details of NV ARM’s structure, nor can we address its internal operations. Based upon information available on the internet, we can confirm that NV ARM is an indirect subsidiary of NAT’L CO. As NAT’L CO is neither an optometry practice nor is it based in Nevada, we do not believe the Board’s subpoena power extends to its structural or operational information.

Support services provided by NV ARM to NV LIC PRACTICE.

The specific services of NV ARM are detailed on Exhibit A to the MSA ([REDACTED] 001248-49), and include “furnishing necessary facilities, billing and collection services, equipment, supplies, and non-physician support staff services.” ([REDACTED] 001234).

Financial agreements between NV LIC PRACTICE and NV ARM.

Pursuant to Section 8 of the MSA, NV ARM is paid a monthly Management Fee, which is a fixed percentage of the difference between NV LIC PRACTICE’s Net Revenue and NV LIC PRACTICE’s Expenses, with annual reconciliation. ([REDACTED] 001239). The Management Fee was “determined by the Parties to equal the fair market value of the Management Services...without taking into account...the volume or value of any referrals...” ([REDACTED] 001239).

Third-party reimbursements are paid to NV LIC PRACTICE, and NV ARM has no access to NV LIC PRACTICE’s bank accounts. Dr. [REDACTED] is the sole signatory on the bank account where monies paid to NV LIC PRACTICE are deposited and from which its optometrists and clinical personnel are paid.

Dr. LICENSEE, through limited liability companies, owns real property in Northern Nevada which is leased to NV ARM. As required by NRS 636.372(1) and NAC 636.240(6), and as the Letter correctly notes, these leases are for reasonable fair rental value, which can be easily verified through comparables. The optometrists at these locations voluntarily negotiated employment agreements with NV LIC PRACTICE.

Assurance of separation between NV LIC PRACTICE’s clinical services and non-clinical operations management of NAT’L CO/NV ARM.

Under the terms of various purchase agreements involving NV LIC PRACTICE and NV ARM/NAT’L CO in recent years, summarized in our Response, NV LIC PRACTICE owns all clinical assets and employs all clinical personnel, while NV ARM/NAT’L CO owns the non-clinical assets and employs or engages non-clinical personnel. This difference in ownership and employer control, in addition to the restrictions within the MSA detailed above, provide assurance that clinical services and non-clinical operations are indeed separate.

The Letter inaccurately states “clinical operations of [three purchased Nevada] practices were turned over to Dr. LICENSEE and the locations became NV LIC PRACTICE optometry offices.” In fact, NV LIC PRACTICE purchased the clinical assets of the three practices at the same time NAT’L CO purchased the non-clinical assets. Any implication that clinical assets were “turned over” by NAT’L CO/NV ARM to NV LIC PRACTICE is factually incorrect, as NAT’L CO/NV ARM never purchased or possessed the clinical assets.

NV ARM provides no clinical services.

As stated above, NV ARM's services are detailed on Exhibit A to the MSA (■■■■001248-49), and include "furnishing necessary facilities, billing and collection services, equipment, supplies, and non-physician support staff services." (■■■■001234).

NV LIC PRACTICE receives no incentive for performing types/quantities of clinical services.

As stated in Section 8.C and 8.F (■■■■001239-240) of the MSA,

"No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of...patients by [NV LIC PRACTICE] to [NV ARM] (or its Affiliates) or by [NV ARM] (or its Affiliates) to [NV LIC PRACTICE] or for the purchase, order, lease, or arranging for the purchase, order or lease of any item or service covered by any governmental or private health care payment or insurance program.... The Parties acknowledge that none of the benefits granted to [NV ARM] or [NV LIC PRACTICE] are conditioned on any requirement that [NV ARM] or [NV LIC PRACTICE] make referrals to, be in a position to make or influence referrals to, or otherwise generate business for [NV ARM] or [NV LIC PRACTICE]."

Summary

Nevada's prohibitions against the corporate practice of optometry, as well as medicine and dentistry, help ensure that "one who practices a profession is responsible directly to his patient and cannot act as an agent of a corporation or business partnership whose interests in the very nature of the case are commercial in character."¹ The MSA and the *de facto* relationship between NV LIC PRACTICE and NV ARM are structured to ensure complete autonomy for the optometrists, whose only professional loyalty lies with their patients. NV ARM was engaged to provide administrative and management services only and is completely separated from any influence over clinical care by NV LIC PRACTICE.

¹ Brown v. OCA, Inc., CIVA 06-2938, 2008 WL 4758622, at *4 (E.D. La. Oct. 30, 2008), citing Ezell v. Ritholz, 188 S.C. 39 (1938), internal quotations omitted

C. Jenkins, Esq.

July 9, 2018

Page 6

We trust that the foregoing will alleviate the Board's concerns, and that this matter may be dismissed without further action. I plan to attend the Meeting by telephone. Should you have any questions, I may be reached at 702.307.4870 or maria@nutilelaw.com.

Sincerely,

NUTILE LAW

A handwritten signature in cursive script that reads "Maria Nutile". The signature is written in dark ink and is positioned below the firm name.

Maria Nutile, Esq.

C. Jenkins, Esq.

July 9, 2018

Page 7

Response to Nevada State Board of Optometry case #18-12 and 18-13

Read and approved by:



July 9, 2018

Date

COMPLAINTS NO. 18-14 & 18-15

Initial Findings Related to Possible Influence of Non-Optometrists and Out-of-State Corporations on the Clinical Practice of LICENSEE & ASSOCIATES, PC, a Nevada-based Optometry Practice and LICENSEE, OD

In an effort to determine whether an out-of-state corporation was dictating or influencing the clinical practice of LICENSEE, OD and his corporation, LICENSEE & ASSOCIATES, PC, the Nevada Board of Optometry requested documents related to the financial and service agreements that could clarify LICENSEE, OD's and LICENSEE & ASSOCIATES, PC's relationship with optometry practice management firm NAT'L CO, a DBA of LICENSEE & ASSOCIATES, PC called NV ARM, and several Nevada-based optometry practices purchased by LICENSEE, OD, NAT'L CO, and NV ARM.

From the records provided, we determined the following:

- Dr. LICENSEE, OD, a Nevada-licensed optometrist, owns 100% of NV ARM, and serves as its President, joined by several non-optometrists on its Board of Directors who also comprise the Board of Directors of NAT'L CO.
- NAT'L CO is a national Delaware-based corporation, with which NV ARM is affiliated.
- NAT'L CO has no rights to dictate services, prices, materials dispensed, prescribing, fee setting or ophthalmic materials to the optometry practices its enters into management contracts with, and offers a per-office flat fee to administer facilities, billing, collection, insurance, personnel, equipment, furnishings, administrative services, clerical help and legal services for optometry practices.
- NAT'L CO opened several optometry offices in Nevada in conjunction with NV ARM. NAT'L CO and NV ARM signed a 15-year contract with a 5-year auto renew provision, agreeing that NAT'L CO would provide the management services along with a licensed Optometrist providing clinical services, employed by NV ARM.
- LICENSEE, OD, who is 100% owner of LICENSEE & ASSOCIATES, PC, transferred 100 shares of LICENSEE & ASSOCIATES, PC stock to NAT'L CO under a Transfer of Stock Power.
- The Transfer of Stock Power is perplexing and the Board must investigate both its intention and effect with regard to NAT'L CO's ability to influence clinical services.
- To determine NAT'L CO and NV ARM's compliance with the letter and the spirit of the law, the Board must obtain additional documentation regarding the structure of NV ARM, the support and services provided by NV ARM to LICENSEE & ASSOCIATES, PC, agreements governing the financial relationship between NAT'L CO, LICENSEE & ASSOCIATES, PC and NV ARM, the methods used to assure the separation between the clinical services provided by LICENSEE & ASSOCIATES, PC/NV ARM and the non-clinical operations managed by NAT'L CO, whether any clinical services are provided or performed by NAT'L CO, and whether LICENSEE & ASSOCIATES, PC or NV ARM receives any incentive for performing certain types or quantities of clinical services.

June 20, 2018 (1)

D. [REDACTED] O. [REDACTED]

Complaint: Incorrect prescription for eye lenses.

Mailing address:

Las Vegas, NV 89108

Daytime Phone:

702/ [REDACTED]

Optometrist:

[REDACTED] M.D.

[REDACTED] Road

Las Vegas, NV 89130

702/ [REDACTED]

Dates of incident:

February 26, 2018

May 18, 2018

May 29, 2018

Summary of issues:

On February 26, 2018 had an appointment with Dr. [REDACTED] for an annual eye examination. Dr. [REDACTED] wrote new prescription for lenses.

Experienced headaches & burning eyes.

On May 18, 2018 had appointment with Dr. [REDACTED] to check out this problem.

The technician tested eyes and wrote new prescription for new lenses.

On May 29, 2018 went to Dr. [REDACTED]'s office because of poor focus. He could not see me until May 31, 2018.

Only witnesses were the front desk employees and technicians.

RECEIVED

JUN 25 2018

On May 30, 2018 walked into new doctor's office, Timothy A. Deroyek, M.D. He examined my eyes and wrote new correct prescription for eye lenses. These are working perfectly.

① A satisfactory resolution to this problem & complaint would be an investigation into Dr. [REDACTED]'s practice and why these mistakes are being made

② Reimbursement of:

\$ 40.00 office ^{visit} charge with Dr. [REDACTED].
\$ 45.00 charge for writing prescription
\$ 188.50 charge for 1 pair of lenses, plus tax.
150.00 Third party deduction
\$ 125.00 charge for new examination with new doctor Timothy Deroyek, M.D.

\$ 548.50 Total

Name of consulting doctor treating this issue:
Timothy Deroyek, M.D.
653 Town Center Drive, Suite 212
Las Vegas, NV 89144
702/982-1360

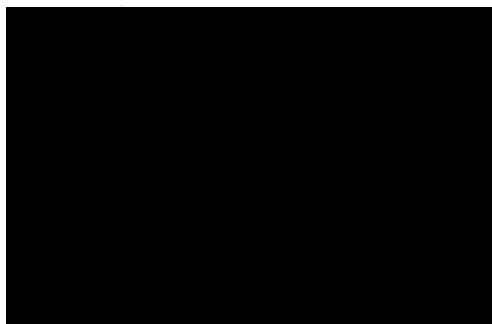
Yes, I am willing to testify under oath at a public hearing.

I authorize the Nevada Board of Optometry to provide a copy of this complaint and to obtain a copy of any patient records in the Doctor's possession

I enclose copies of all documents
pertaining to this complaint.

D [REDACTED]

C [REDACTED]



[Redacted] MD
[Redacted] MD, FACS
[Redacted] MD

Phone: 702-[Redacted]

[Redacted] Las Vegas, NV 89130
[Redacted] Las Vegas, NV 89102

[Redacted] MD
[Redacted] OD
[Redacted] OD
[Redacted] OD

Fax: 702-[Redacted]

[Redacted] Henderson, NV 89052
[Redacted] Las Vegas, NV 89119

Date: 2/26/2018

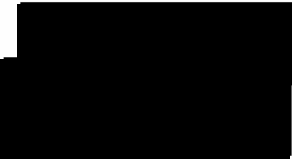
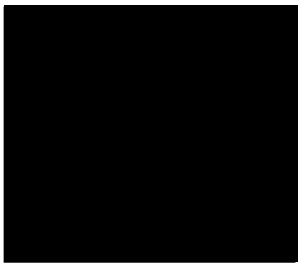
Patient Name: [Redacted] [Redacted]

Age: 53

Address: [Redacted] Las Vegas, NV 89108

	Date	Sphere	Cylinder	Axis	Add	Prism	Base	Dva	Nva	Glare	Spherical Equiv	Notes
OD	2/26/2018	-9.00	+2.00	075	+2.25			20/30, -2	J1+		-8.00	
OS	2/26/2018	-9.25	+0.75	025	+2.25			20/250	J3		-8.88	

[Redacted] MD
[Redacted] MD
License # [Redacted]



[Redacted], MD
[Redacted] MD
[Redacted], MD
[Redacted], MD

[Redacted] OD
[Redacted], MD
[Redacted], OD
[Redacted] OD

Phone: 702-7[Redacted]o

Fax: 702-[Redacted]

[Redacted]. Las Vegas, NV 89130
[Redacted]. Las Vegas, NV 89119

[Redacted] Henderson, NV 89052
[Redacted] Las Vegas, NV 89145

Date: 5/18/2018

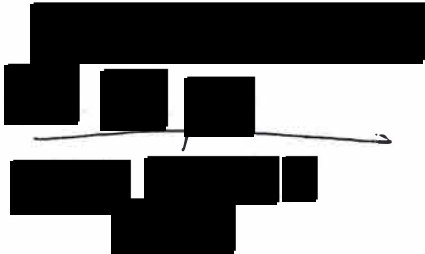
Patient Name: O [Redacted], D [Redacted]

Age: 53

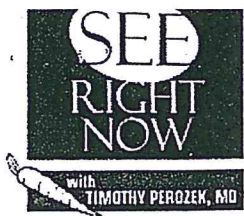
Address: [Redacted] Las Vegas, NV 89108

	Date	Sphere	Cylinder	Axis	Add	Prism	Base	Dva	Nva	Glare	Spherical Equiv	Notes
OD	5/18/2018	-9.75	+1.50	180	+2.25			20/40, +3	J1		-9.00	
OS	5/18/2018	-8.75	+1.25	025	+2.25			20/300	J3		-8.13	

[Redacted]
[Redacted], OD
License [Redacted]



18-10



TIMOTHY PEROZEK, M.D.

653 N. TOWN CENTER DRIVE, SUITE 212

LAS VEGAS, NV 89144

PHONE: (702) 982-1360

Patient Information:

Name	DOB	Chart #	Home Phone	Cell Phone
D [REDACTED] O [REDACTED]	12/11/1964	22440	(702)636-6993	
Address1	Address2	City	State	Zip
[REDACTED]	Unit B	Las Vegas	NV	89108

Rx: Spec Rx Given Date Rx: 5/30/2018 Expiration Date: 5/30/2019

	Sph	Cyl	Axis	Add	Spec. Mat.	Prism1	Prism2	Distance	Near
OD	-8.50	+1.00	040	+2.25					
OS	-9.00	+2.50	115	+2.25					

Electronically Signed by: Timothy A Perozek, MD on 5/30/2018 at 3:52 PM

See back of receipt for your chance
to win \$1000

ID #: 7H2DHGX7S5

Walmart

Save money. Live better.

(702) 656-0199
HAGERMAN RAYMOND HOPE
3041 N RAINBOW BLVD
LAS VEGAS NV 89108

ST# 01838 OPH 005633 TE# 98 TR# 00523
SUSPEND ITEMS FOLLOW
ORDER NUMBER 1070653
SU NIKONPOLY 068113182985H 80.00 T
SU NIKONPOLY 068113182985H 80.00 T
XTENDED PUR 068113182985H 12.00 T
RX FRAME 08280901925H 28.00 T

SUSPEND ITEMS COMPLETE
SUBTOTAL 200.00
TAX 1 8.250 \$ 16.50
Third Party AMOUNT 150.00
TOTAL 66.50
HARD TEND 66.50
CARD TEND 1 1

HasterCard # 45705P
APPROVAL # 805700295310
REF # 805700295310
PAYMENT SERVICE - A

AID A0000000041010
TC C134F53CA497E03
TERMINAL # SC010473
**NO SIGNATURE REQUIRED

02/26/18 14:55:26
CHANGE DUE 0.00

ITEMS SOLD 4
TC# 5684 1377 0424 4057 4184

Low Prices You Can Trust. Every Day.
02/26/18 14:55:26
CUSTOMER COPY

Use Walmart Pay to save your receipts.



See back of receipt for your chance
to win \$1000 ID #:7H3D16HX96D

Walmart

702-656-0199 HGR:RAYMOND HOPE
3041 N RAINBOW BLVD
LAS VEGAS NV 89108
ST# 01838 OPH 007702 TE# 98 TR# 09894
SUSPEND ITEMS FOLLOW
ORDER NUMBER 1071500

SU NIKONPOLY 068113182985H 80.00 X
SU NIKONPOLY 068113182985H 80.00 X
XTENDED PUR 068113182985H 12.00 X
SUSPEND ITEMS COMPLETE
SUBTOTAL 172.00

SUSPEND ITEMS FOLLOW
ORDER NUMBER 1071501
SU NIKONPOLY 068113182985H 80.00 X
SU NIKONPOLY 068113182985H 80.00 X
XTENDED PUR 068113182985H 12.00 X

SUSPEND ITEMS COMPLETE
SUBTOTAL 344.00
TAX 1 8.250 \$ 28.38
TOTAL 372.38
HARD TEND 372.38
CARD TEND 1 1 APPR#69297P

HasterCard - 9757 I 1 APPR#69297P
REF # 1042000314
AID A0000000041010
TC A3D0E65932C763CF
TERMINAL # SC010473
**NO SIGNATURE REQUIRED

05/18/18 12:28:15
CHANGE DUE 0.00

Low Prices You Can Trust. Every Day.
05/18/18 12:28:16
CUSTOMER COPY
Use Walmart Pay to save your receipts.

ITEMS SOLD 6
TC# 7806 2517 0511 0007 7059 0



See back of receipt for your chance
to win \$1000 ID #:7H3FD4HX20H

Walmart

702-656-0199 HGR:RAYMOND HOPE
3041 N RAINBOW BLVD
LAS VEGAS NV 89108
ST# 01838 OPH 007702 TE# 98 TR# 00101

EXCHANGE SLIP

SU NIKONPOLY 068113182985H 80.00-X
SU NIKONPOLY 068113182985H 80.00-X
XTENDED PUR 068113182985H 12.00-X
SU NIKONPOLY 068113182985H 80.00-X
SU NIKONPOLY 068113182985H 80.00-X
XTENDED PUR 068113182985H 12.00-X
SU NIKONPOLY 068113182985H 80.00 X
SU NIKONPOLY 068113182985H 80.00 X
XTENDED PUR 068113182985H 12.00 X
LENS PROCFEE 007874220599H 10.00 X
LENS PROCFEE 007874220599H 10.00 X
SUBTOTAL 0.00
TOTAL 0.00
CASH TEND 0.00
CHANGE DUE 0.00
NET REFUND ITEMS 344.00-
SUMMARY NET EXCH/SALE ITEMS 344.00
TOTAL TAX 28.38
TOTAL 372.38
ITEMS SOLD 6
TC# 3315 3183 3102 2191 2312

Low Prices You Can Trust. Every Day.
05/31/18 12:02:27



Renew your prescription

* Must bring broken glasses back to Walmart Vision Center to be eligible for warranty replacement

Renew your prescription

* Must bring broken glasses back to Walmart Vision Center to be eligible for warranty replacement

Dr. Timothy Dorczyk

Egypt Doctor

702-141-1000

Charge for office call
Sale

xxxxxxxxxxxxx9757

MASTERCARD

Entry Method: Chip

Total: \$

40.00

02/26/18

12:05:11

Inv #: 000000010

Appr Code: 26174P

Apprvd: Online

MasterCard

AID: A0000000041010

TVR: 00 00 00 00 00

TSI: E8 00

*Charge for Writing
Prescriptions*

LA

Customer Copy
ENCRYPTED BY ELAVON

THANK YOU

MD

Sale

xxxxxxxxxxxxx9757

MASTERCARD

Entry Method: Chip

Total: \$

45.00

02/26/18

14:00:42

Inv #: 000000022

Appr Code: 78739P

Apprvd: Online

MasterCard

AID: A0000000041010

TVR: 00 00 00 00 00

TSI: E8 00

Customer Copy
ENCRYPTED BY ELAVON

THANK YOU

MD

5/30/18

Mr. Tim Perzek
Type Exam - Charge

XXXXXXXXXX937

MASTERCARD

Entry Method: Chip

Total: \$

125.00

05/30/18

Inv #: 0000000000

Apprvd: Online

16:01:02

Appr Code: 51351P

MasterCard

ATD: A00000000041010

TVR: 08 00 00 00 00

TST: E8 00

Customer Copy

THANK YOU!

Dr. Timothy Perzek, MD
653 N. Town Center Drive

Suite 212

Las Vegas, NV 89147

702/982-1360

Anonymous Complaint and Request for Inquiry

April 4, 2018

RE: [REDACTED]

The image below is found on Dr. [REDACTED] website and contains false and misleading statements. Such false and misleading statements are in violation of NRS 636.302 (2,3).

This complaint is anonymously submitted.

The screenshot shows a website advertisement for Dr. [REDACTED]. At the top, it says "Exclusive Provider". Below this, a text block states: "[REDACTED] in Las Vegas – Dr. [REDACTED] has been accepted as the **ONLY** private optometrist (out of 500 OD's) in Nevada authorized to participate as a provider for **Health Plan of Nevada**, (HPN)." In the center is a large, multi-layered rectangular frame containing the "HEALTH PLAN OF NEVADA" logo, which includes a stylized 'H' icon and the text "A UnitedHealthcare Company". Below the frame, a paragraph reads: "This insurance acceptance further validates Dr. [REDACTED] unique qualifications as Las Vegas premier eye care provider." "For over a decade, patients from around the world, with the most complex visual and medical eye problems, have trusted their eyes with Dr. [REDACTED] imagine the exceptional level of eyecare he will provide your family." At the bottom left, it says "On [REDACTED]". At the bottom, there are two buttons: a blue button with a calendar icon and the text "Schedule An Appointment Online", and a teal button with a phone icon and the text "Call [REDACTED]".

RECEIVED

APR 09 2018



Maria Nutile, Esq.*
Bridget Kelly, Esq.

** licensed in NV, AZ and CO*

July 9, 2018

VIA EMAIL

cjenkins@nvoptometry.org

Caren C. Jenkins, Esq.
Executive Director
Nevada State Board of Optometry
P.O. Box 1824
Carson City, NV 89702

Re: Complaint No. 18-21
[REDACTED]

Dear Ms. Jenkins:

As you are aware, this firm represents Dr. [REDACTED]. In that regard, we write in response to your letter dated June 28, 2018 ("Letter"), not received by us until July 5, 2018, regarding a complaint against Dr. [REDACTED] alleging false statements on his practice website. Dr. [REDACTED] does not deny that the text provided to the Board by the complainant, identifying Dr. [REDACTED] as the "Exclusive Provider" for Health Plan of Nevada ("HPN"), did appear on his website, [REDACTED]. He wishes to assure the Board that the statements were removed from the website immediately upon receipt of the Letter.

Dr. [REDACTED] also declares that he had no intention of providing false or misleading statements to the public regarding his practice. Dr. [REDACTED] states he had intended to highlight what he believed was his status as the only [REDACTED] optometrist contracted with HPN. Dr. [REDACTED] acknowledges he did not properly review the text which was actually posted on the site, and that references to HPN should have been removed when his provider contract terminated. Dr. [REDACTED] regrets these errors and accepts full responsibility, but wishes to assure the Board that he had no intention of misleading the public.

*Practice
focus
redacted*

The Letter states that HPN Provider Services confirmed that Dr. [REDACTED]'s provider contract was terminated in 2017. While this statement is true, it does not incorporate the fact that Dr. [REDACTED] is a participating provider for HPN members through the EyeMed network. Dr. [REDACTED] is currently an EyeMed provider, and has been for decades. We have attached screenshots demonstrating that a vision provider search through HPN's website, as well as that of its

sister/affiliate Sierra Health and Life, links to EyeMed's Select Network, which lists Dr. [REDACTED] as an active provider. We are not familiar with HPN's provider network structure, but it appears substantially all vision services for HPN members are accessed through EyeMed providers.

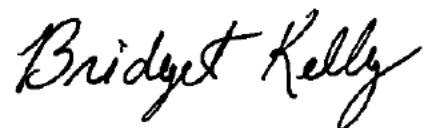
Summary

Dr. [REDACTED] sincerely apologizes for the statements on his website inaccurately identifying him as the "exclusive provider" for HPN optometry services, rather than as the only [REDACTED] optometrist contracted with HPN, as he believed he was. He also apologizes for not updating the website once he was no longer contracted directly with HPN. Dr. [REDACTED] assures the Board that these statements were immediately removed once brought to Dr. [REDACTED]'s attention, and regrets that the Board had to devote time and resources to this issue. Finally, Dr. [REDACTED] wishes to clarify that he is currently a provider for HPN members through HPN's affiliation with EyeMed. Dr. [REDACTED] respectfully requests that this matter be dismissed without further action, as the statements were immediately removed and were never intended to mislead the public.

I plan to attend the Board meeting on July 12, 2018 by telephone. Should you have any questions, I may be reached at 702.307.4871 or bridget@nutilelaw.com.

Sincerely,

NUTILE LAW

A handwritten signature in black ink that reads "Bridget Kelly". The script is fluid and cursive, with the first letters of each name being capitalized and prominent.

Bridget Kelly, Esq.

C.Jenkins, Esq.

July 9, 2018

Page 3

Response to Nevada State Board of Optometry Complaint No. 18-21

Read and approved by:

A large black rectangular redaction box covers the signature area, obscuring the name of the person who read and approved the document.

7/6/18

Date

Find a Vision Provider

Take care of your eyes.

Use our online directory to search for a [contracted vision provider](#).
Make sure to choose the Select Network.

Members please note that although certain facilities are listed as plan providers, the professional services for interpretations or certain diagnostics (to include, but not limited to, cardiology, emergency medicine, neurology, and pulmonology services) may be rendered by non-plan providers. The patient may be responsible for services rendered by non-plan providers.

Find a Vision Provider

UserName



Password



SUBMIT

[FORGOT YOUR USERNAME](#)

[FORGOT YOUR PASSWORD](#)

[CREATE AN ACCOUNT](#)

[NEED HELP?](#)

[TAKE A TOUR](#)

CLOSE X

Take care of your eyes.

Use the online directory to find an [EyeMed Select Vision Care provider](#) nearest you.

Members please note that although certain facilities are listed as plan providers, the professional services for interpretations or certain diagnostics (to include, but not limited to, cardiology, emergency medicine, neurology, and pulmonology services) may be rendered by non-plan providers. The patient may be responsible for services rendered by non-plan providers.



Provider Search Results

The provider list does not include options for utilizing your benefits online or laser vision correction surgeons:

To use your in-network benefits to purchase contact lenses online, visit www.contactsdirect.com.

To use your in-network benefits to purchase glasses online, visit www.glasses.com.

To locate laser vision correction providers, please call 1-877-5LASER6 or visit www.eyemedlasik.com.

☐

Las Vegas, NV 89147

0.8 Miles

Hours
Mon Closed
Tue 9:00am - 6:00pm
Wed 10:00am - 7:00pm
Thur 9:00am - 6:00pm
Fri 9:00am - 5:00pm
Sat 9:00am - 4:00pm
Sun Closed

Accessibility for Disability
Handicap Accessible

Products
Eyeglasses, Sunglasses,
Contact Lenses, Sports
Eyeglasses

Select Brands
Guess, Oakley, RayBan,
Tiffany

Services
Exam, Retinal Imaging,
Digital Optical
Measurements,
Pediatric Care, Low
Vision

Doctors

Updates received from our network providers are typically added to the EyeMed Provider Locator once per day, including weekends and holidays. Exclusions include interruptions due to system maintenance, upgrades or unplanned outages. This information is subject to change at any time.

Directory last updated: 7/4/2018

Always call ahead to confirm a provider's participation in your plan, and identify yourself as an EyeMed member to ensure you can access the services and products that you'd like to obtain and that you receive your maximum benefits. Not all providers offer all services and discounts on non-covered services may not be available through all providers, or in all states. Certain information, such as hours of operation, types of frames/products carried, is provided directly by providers and is not independently confirmed by EyeMed.

Eye exams are available by Independent Doctors of Optometry at or next to LensCrafters, Pearle Vision, Sears Optical and Target Optical in most states. Doctor in some states are employed by the location. In California, optometrists are not employed by LensCrafters, Sears Optical or Target Optical, which do not provide eye exams. For LensCrafters, eye exams are available from optometrists employed by EYEEXAM of California, a licensed vision health service plan. For Sears Optical and Target Optical, eye exams are available from self-employed doctors who lease space inside the store.

The provider list does not include laser vision corrections surgeons. For laser vision correction providers, please call 1-877-5LASER6 or visit www.eyemedlasik.com

You are entitled to full and equal access to covered services, including enrollees with disabilities as required under the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973.

If you, or someone you are helping, has questions about your benefit, you have the right to get help and information in your language at no cost. To talk to an interpreter, call 1-866-670-4780.

Report directory inaccuracies in the provider locator or submit a complaint about directory information.

To obtain the provider directory in an alternate format, please call 1-866-9-EYEMED.

If you have difficulty finding a provider near you or securing an appointment, you may be eligible to submit an out-of-network claim to receive the in-network level of benefit. Please click [here](#) to obtain the Out-of-Network claim form, which includes additional information and requirements.

A. Licensing report

Fiscal year 2017-2018 Optometry Licensing

Active Licenses-	446	
Inactive Licenses-	43	
Current total licensees		488
Total Primary Locations	488	
Total Additional Practice Locations	249	
Total location cards		737
New licensees	44	
Suspended licenses due to non-renewal-	17	
Expired, previously suspended -	24	
Net gain		3
Dismissal	19	
Penalty	5	
Pending	11	
Complaints acted upon(includes previously pending cases		31

B. Bill Draft Request status

Policy Analyst in Office of the Governor has processed our BDR for drafting. We should see a first draft within 30 days. Propose that Dr. Smith and E.D. review to be certain content reflects our request, offer feedback to bill drafters, then circulate among Board members. At next meeting, review with the public.

C. June 2018 ARBO Conference Insights

E.D. attended ARBO conference in Denver for 3 ½ days in June. She received Founder's Scholarship and a very nice plaque. Cost to the Board was under \$125. Opportunities to learn about and discuss other states' approaches was interesting and helpful - we do a reasonably good job! Many other states have umbrella agencies for professional licensing & enforcement, administered by executive branch with blend of general fund and contributions from Boards licensing revenues. Fewer have stand-alone agencies.

No real insights for mobile optometry other than the survey of states that we conducted. Board approved adding mobile optometry language to the BDR. But until the legislature agrees, there should be no mobile practices. The Board must address how to license multiple locations/mobile activity until the statutes allow for it.

D. Other reports/information.

E.D. needs detail on how to license clinical practices adjunct to Optometry schools (application, fees) before March 1, 2019.

NEVADA STATE BOARD OF OPTOMETRY



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Board President

MARIAH L. SMITH, O.D.
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Executive Director
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JEFFREY K. AUSTIN, O.D.
Board Member

DREW JOHNSON
Public Board Member

NONCLASSIFIED, PERMANENT PART-TIME **JOB ANNOUNCEMENT**

Posted July 2, 2018

Licensing Specialist/Administrative Assistant III

RECRUITMENT OPEN TO:

This is an open competitive recruitment, open to all qualified applicants. This position is appointed and supervised by and serves at the pleasure of the Executive Director.

AGENCY RESPONSIBILITIES:

The Board serves two main functions: protecting the public and maintaining the integrity of the optometry profession. Serve as staff to a 4-member regulatory Board appointed by the governor. With 1.5 non-classified, at-will employees, the staff to the Board consists of the Executive Director and one part-time Licensing Specialist/Admin Assistant III. The agency occupies a small office just south of Carson City that is open to the public between 8:00 am and 5:00 pm. All staff participate in maintaining the operations, facilities and relationships of the Board.

The main functions of the staff include:

On behalf of and at the direction of the Board, implement statutory requirements of Chapter 636 of Nevada Revised Statutes and Nevada Administrative Code; consider applicant qualifications for licensure and/or renewal of licensure as Nevada optometrists, issue and renew licenses, maintain information database; respond to inquiries from the public and various regulatory agencies; provide investigatory and disciplinary responses to complaints; actively update and expand public information website; administer agency within legal, budgetary and practical authority and guidance of the Board; act as liaison between governmental interests, licensee concerns, professional associations and the public; among other duties.

Nominal overnight travel required. Must possess a valid Nevada Driver's License, proof of current insurance and registration of a reliable vehicle to travel to post office and bank as needed. Mileage reimbursement is available. No cell phone or telephone plan reimbursement is offered.

ANNUAL SALARY/WORK SCHEDULE:

SALARY RANGE*: \$23,400 to \$31,875 per year (\$18.00 to \$24.50 per hour) part-time, total of 1,300 hours per year. Full-time employees typically work 2080 hours per year.

This position requires:

- Part-time 20 hours per week from April 1 through December 31 each year, with standard schedule as arranged with Executive Director.
- Full-time 40 hours per week from January 1 through March 31 each year, with a standard schedule of five 8-hour days or four 10-hour days as arranged with Executive Director.

This position is employment at-will, and is NOT part of the classified service of the State.

**(Salary range reflects the approved 2018 State employee Cost of Living adjustment and retirement (PERS) contributions by both the employee and employer. An employer paid contribution plan is also available with a reduced gross salary.)*

BENEFITS:

The State benefits package includes a retirement system, health, vision, dental, life, and disability insurance; 11 paid holidays, and paid sick and annual leave. Employer contributions to health benefits are made on a pro-rata basis; i.e., calculated on the part-time hours worked versus full-time employment. Employee-paid benefits such as deferred compensation plans are available.

TO QUALIFY:

A qualified individual is a confidential, detail-oriented, professional, self-motivated person who is a highly organized and productive self-starter. The position requires excellent language skills with telephone, writing, and speaking ability. Outstanding administrative and time-management skills are mandatory. Excellent candidates will have extensive familiarity and experience with some or all of the following: Microsoft Office (Excel, Word, Outlook, etc.); Adobe Acrobat; WordPress website maintenance; QuickBooks/QuickBooks Merchant; Online Banking, and other internet based systems. A Bachelor's degree and/or regulatory experience helpful.

POSITION LOCATION: Carson City, Nevada

LETTERS OF INTEREST AND RESUMES WILL BE ACCEPTED UNTIL THE POSITION IS FILLED. Letters of interest and resumes will be accepted and interviews granted until the position is filled. While **email is preferred at cjenkins@nvoptometry.org**, letters of interest/ resumes or inquiries may be directed to:

Caren C. Jenkins, Esq., Executive Director
Nevada State Board of Optometry
P.O. Box 1824
Carson City NV 89702
(775) 883-8367

PLEASE NOTE: In the subject line of your correspondence, please reference **Job Announcement**. In your cover letter, indicate how you heard about the position. Please also provide the name and daytime telephone number for two professional references, with an explanation of your relationship.

The State of Nevada is an Equal Opportunity Employer.

From: Erin Dean
To: [Admin](#)
Subject: SCCO/MBKU Nevada Board of Optometry Renewal
Date: Thursday, July 5, 2018 10:32:17 AM

Hello Krystie,

My name is Erin Dean and I am the new coordinator in the Office of Clinical Education at SCCO/MBKU. I am contacting you to get some more information on the upcoming licensure renewal. It looks like we renewed in August 2017, which means we will be due for a renewal soon.

Please let me know if you need any information.

Thanks in advance.

Erin Dean

Coordinator
Office of Clinical Education
Southern California College of Optometry at
Marshall B. Ketchum University
2575 Yorba Linda Blvd. | Fullerton, CA 92831
714.449.7408 | Fax 714.992.7809
edean@ketchum.edu | www.ketchum.edu

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