

NEVADA STATE BOARD OF OPTOMETRY



CHEN K. YOUNG, O.D.
Board President

MARIAH SMITH, O.D.
Board Member

Post Office Box 1824
Carson City, Nevada 89702
Telephone: (775) 883-8367
Facsimile: (775) 305-0105

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

JEFFREY AUSTIN, O.D.
Board Member

DREW JOHNSON
Public Board Member

First Amended**

AGENDA & NOTICE OF PUBLIC MEETING **THE NEVADA STATE BOARD OF OPTOMETRY** **WILL HOLD A REGULAR MEETING** **Tuesday, January 29, 2019 at 9:00 a.m.**

In Person - Grant Sawyer State Office Bldg, Ste. 5100, 555 E. Washington Ave. - Las Vegas

Via Video Teleconference - Old Assembly Chambers, 2nd Floor, Capitol Bldg, 101 N. Carson St - Carson City

THE PUBLIC IS WELCOME TO ATTEND.

AGENDA

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. Welcome, Introductions and Public Comment.

A time limit may be set for each individual wishing to address the Board. Action will not be taken on any issues initially 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 an agenda for a future Board Meeting.

2. Call to Order, Roll Call.

3.* **For Possible Action. Consideration and approval of minutes of November 13, 2018 Board meeting.**

4.* **For Possible Action. Election and Appointment of Board Officers & Liaisons.**

a. Election of Board President and Board Vice-President/Financial Officer, term is upon election through 6/30/2019.

b. Appointment of Board Legislative Liaison(s). Determination of scope of authority granted to Liaison(s) and Executive Director in furtherance of AB 77 and in response to other legislative action during the 2019 Legislative Session.

c. Resolution in support of Dr. Smith's application for ARBO Founder's Scholarship to attend ARBO Annual Meeting in June 2019.

- 5.* **For Possible Action. Board Consideration of Complaints.** Conduct hearings and consider evidence and/or settlement proposals to determine existence of any violations, impose sanctions as appropriate.
- a. Complaint No. 18-19, Helen Knisley, O.D., alleged employee misconduct.
 - b. Complaint No. 19-02, Emilie Ritter, O.D., alleged optometrist co-mingling operations with U.S. Vision corporate interests, other misconduct.
 - c. Complaint No 18-17, Erik Brooker, O.D., alleged optometrist advertising as LASIK surgeon.
 - d. Consolidated Complaint Nos. 19-01 & 19-12 Erin O'Brien, O.D. , Thuytien Mai, O.D. and Mark Peller, O.D., alleged optometrists co-mingling operations with Nationwide Vision Centers corporate interest, other misconduct. Investigatory Board Member Drew Johnson excluded from deliberations and vote.
 - e. Complaints 18-05, 18-12 and 18-13 Staff recommendation to close investigation files.
- 6.* **For Possible Action. Assembly Bill 77.** *The meeting will be interrupted and THIS AGENDA ITEM WILL BE CALLED AT 1:30 P.M., regardless of the order of the agenda.* **ADDITIONAL PUBLIC COMMENT RELATED TO THIS AGENDA ITEM MAY BE AVAILABLE AT THE DISCRETION OF THE CHAIR.** Presentation and consideration of public input and subcommittee recommendations for amendments to the agency's pre-filed bill.
- 7.* **For Possible Action. Annual Review of Executive Director.** Consideration of employee performance, and possible adjustment to salary or other compensation of Executive Director Caren C. Jenkins. Proper Notice to employee provided.
- 8.* **For Possible Action. Executive Director's Report.**
- a. Agency Financial Report, 7/1/18 through 12/31/18.
 - b. 2017-18 Audit Status.
 - c. Other reports/information.
9. Announcements and requests for future Board consideration (No action to be taken).
NEXT BOARD MEETING scheduled for March 26, 2019 at noon, by telephone.
10. Public Comment.
A time limit may be set for each individual wishing to address the Board. Action will not be taken on any issues initially presented 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.**

The Board posted this notice at the board office, on the board website (nvoptometry.org), the State of Nevada Public Notices website (<https://notice.nv.gov>) and in the following locations:

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

The Board will 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.

NEVADA STATE BOARD OF OPTOMETRY



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Public Board Member

MINUTES OF THE REGULAR MEETING OF THE THE NEVADA STATE BOARD OF OPTOMETRY Tuesday November 13, 2018, at 12:30 p.m.

Between 12:15 pm and 12:45 pm, the Board participated in a training prepared by the Board Counsel regarding Processing Complaints and Hearings, led initially by Executive Director Caren C. Jenkins, and later by Senior Deputy Attorney General/Board Counsel Sarah Bradley. The Board conducted no business during this time, and the training was made available to the public both telephonically and via screen sharing online.

* * * * *

1. Welcome and Public Comment. **President Chen K. Young, O.D. welcomed all participants. No public comment was offered.**
2. Call to Order, Roll Call. The meeting was called to order at 12:48 pm. Present were President Chen K. Young, O.D., Mariah Smith, O.D., and Jeffrey Austin, O.D. Public member Drew Johnson was absent. Also present were Caren C. Jenkins, Executive Director, Board Counsel Senior Deputy Attorney General Sarah Bradley, and Licensing Specialist Laura Adair.
- 3.* **For Possible Action. Consideration of minutes of October 16, 2018 meeting (materials attached).** The draft minutes were considered an approved on a motion by Dr. Smith, Seconded by Dr. Austin. Unanimous.
- 4.* **For Possible Action. Complaint Review**
 - a. Determination whether just and sufficient cause exists to investigate and hear complaints received (materials attached).

Ms. Jenkins reminded the Board that the two items were to be considered only for whether the face of the Complaints presented just and sufficient cause to investigate and bring the matters to hearing.

1. 19-09 No pupillary distance information on eyeglass Rx.

Ms. Jenkins offered an overview of the complaint and stated that she found no statutory or regulatory issues. She asked the Board to consider whether failing to include pupillary

distance measurements on an eyeglass prescription could be a violation of the professional conduct requirements of an optometrist. Ms. Jenkins recommended a finding of no just and sufficient cause to forward the matter for hearing.

Motion by Dr. Smith, seconded by Dr. Austin to dismiss the complaint for a lack of just and sufficient cause. Unanimous.

2. 19-11 Unprofessional conduct and improper insurance billing.

Ms. Jenkins introduced the complaint and related materials and recommended that the Board find sufficient cause to undertake an investigation and send this matter to a hearing due to the substantial information provided by the complainant.

Motion by Dr. Austin, seconded by Dr. Smith that just and sufficient cause was presented to send this matter for investigation and hearing. Unanimous vote in favor of the motion. Ms. Jenkins predicted that the hearing could take place on January 29, 2019 at the Las Vegas Board meeting.

b. Consideration of potential adjustments to current investigatory processes, funding, and reporting.

Ms. Jenkins proposed a blind assignment of a Board member to assist in the investigation of complex complaints forwarded for investigation and hearing. That member would be excluded from participating as an adjudicator at the hearing, but would provide witness testimony. In such an instance, only three Board members would be available to hear the matter.

Several smaller agencies use Board members in this manner, and the construct would alleviate the Board from incurring investigation costs that may not be reimbursable. Ms. Bradley added that several of the Boards that she has advised operate this way, and that the optometry statutes provide a mechanism for this practice.

Board members discussed the option and agreed that they would be willing to work with the staff on investigations. The Board agreed to consider implementing the system for future investigations as needed, and wished to continue the discussion as the new regulations are formulated after the upcoming legislative session.

c. Status of ongoing investigations (18-05, 18-12, 18-17, 18-19, 19-01, 19-02, 19-05), and a forecast of evidentiary hearings to be held at January 29, 2019 meeting.

Ms. Jenkins forecasted that many of the outstanding complaints will be ready for hearing at the next meeting of the Board in Las Vegas, and that the members should be prepared to be involved in a lengthy meeting that day.

5.* **For Possible Action.** Petition for Advisory Opinion or Declaratory Order, Thomas J. Gibbons, O.D., Lic. No. 121, requesting clarification whether an optometry practice may be sold to an ophthalmologist or ophthalmology group.

While the Board waited for Dr. Gibbons to join the meeting, Ms. Jenkins introduced his request for guidance whether selling his optometry practice to a non-optometrist, namely an ophthalmologist or ophthalmology group would place his license in jeopardy. The members considered the request and discussed that the current statutes do not address the sale of a practice, and that Dr. Gibbons would be responsible for the proper transfer, maintenance, and availability of his patient files under HIPAA. Dr. Young explained that another concern might arise if Dr. Gibbons intends to continue practicing after a transfer of his patients and practice to a non-optometrist, and cautioned that any optometrist working in that environment would need to be an independent contractor, free from the supervision and control of a non-optometry employer.

Motion by Dr. Austin, seconded by Dr. Smith to respond that the optometry laws do not restrict the sale of an optometry practice, but that Dr. Gibbons should be cautious not to become an employee should the practice transfer to a non-licensee ownership.

Note: Dr. Gibbons joined the meeting after this discussion, and thanked the members for their time and commended the Board and staff's diligence to assisting his and all optometrists' compliance with the laws.

6.* **For Possible Action.** Executive Director's report (materials attached).

a. Bill Draft Request & legislative planning.

Ms. Jenkins reported that she and Dr. Smith have received the initial draft of the Board's BDR, and are reviewing it, along with the office of the governor, for ministerial errors and changes. Any substantive changes will need to be requested by a legislator once the initial draft is approved. Once the final BDR becomes available, Ms. Jenkins intends to email an announcement to all licensees and post a notice on the website that copies of the BDR are available on request.

Dr. Smith commented on the BDR and the Board's request and complimented the clarity and simplicity the changes will provide if they pass the legislature. She and Ms. Jenkins are planning to call a meeting of stakeholders to discuss potential arguments for or against any provisions to attempt to resolve any conflicts before the matter is heard in committee and to make its introduction and consideration more efficient.

b. Preparation for 2019-2020 renewal season.

Ms. Jenkins showed the members a sample renewal/location card for the 2019/2020 renewal year and announced that the Board has received approximately 20 renewals already. The renewals will begin to be processed as of December 1, and Ms. Adair has done a great job of cleaning up the licensee database to make the process more efficient and

smooth. Ms. Jenkins reminded the Board that Ms. Adair will be working full-time January through the end of March 2019 per her employment offer.

c. Other reports/information. None were offered.

6. Announcements and requests for future Board consideration (No action to be taken).

The Board members asked that an agenda item be added to conduct election of officers for 2018-2019. In addition, an agenda item should be added to select a legislative liaison from among the members to represent the Board at legislative meetings.

7. Public Comment. **TELEPHONIC ONLY - no public comment was offered.**

- 8.* Adjournment. Dr. Austin moved to adjourn the meeting at 1:39 pm, seconded by Dr. Smith. Unanimous.

These minutes were approved as presented by the Board at its meeting on January 29, 2019.

Date:

Caren C. Jenkins, Executive Director



DR. HELEN KNISLEY & ASSOCIATES
4300 MEADOWS LANE, SUITE 104
LAS VEGAS, NV 89107
702.822.6003

RECEIVED

DEC 10 2018

Date: 11/05/2018

To: Nevada State Board of Optometry

From: Helen M Knisley, O.D., License #454

RE: John Johnson complaint, Exam date 05/14/2018, Notice of Complaint 18-19

To: Executive Director of Nevada State Board of Optometry

In regards to the complaint 18-19, I, Helen Knisley License #454, would like to state that on the date 14th of May, 2018, Dr. Donald Schore was working in my office seeing patients and he was the doctor examining Mr. John Johnson. Dr. Donald Schore is an associate doctor in my office. I was not aware of any incident happened that day since Mr. John Johnson left our office without voicing his complaint to myself (Doctor-in-charge) or my office manager.

I was only recently become aware of the incident and Mr. Johnson's complaint from the State Board. I have been working with Dr. Donald Schore for many months and I was never aware of any inappropriate behaviors nor he ever appeared to be working under any influence. He is disabled and he does walk with a difficult motion that I was told due to an old car accident.

Please advise of the next step of what I need to do per this complaint. Both Dr. Donald Schore and I intend to appear at the next meeting to clear up this matter if necessary.

Sincerely,

Helen Knisley

Date: 11/05/2018

To: Nevada State Board of Optometry

From: Donald Schore, O.D., License #955

RE: John Johnson complaint, Exam date 05/14/2018, Notice of Complaint 18-19

Memo:

First of all, I also am a veteran having served in the United States Army Medical Corp for eight years with an Honorable Discharge. I am an Associate of Helen Knisley, O.D. and examined Mr. Johnson on the above date. I have never used drugs, nor have I ever been accused of such in my forty-nine years of practice. In July of 2012, I was rear ended as a passenger in a motor vehicle collision, causing me to be disabled for a year and a half. I still undergo physical therapy and chiropractic adjustments. Once in a while, my back "goes out," causing me to move gingerly during an exam. I do not recall deliberately stepping on Mr. Johnson's feet or him pointing it out to me. I would not treat any patient like that, especially a fellow veteran. I certainly would have apologized.

Secondly, Mr. Johnson's visual acuity was improved with his new prescription in spite of having beginning cataracts. He was referred back to the V.A..

Donald Schore, O.D.

State of Nevada



Board of Osteopathic Medicine

2275 Corporate Circle, Ste. 210
Henderson, NV 89074
(702) 732-2147 Fax (702) 732-2079
www.bom.nv.gov

June 4, 2018

John Johnson

RE: Helen Knisley, O.D.

The Nevada State Board of Osteopathic Medicine is in receipt of your complaint. Your complaint, however, cannot be processed by us due to the following reason(s);

_____ You have not identified a health care provider (a person).

 X We do not have jurisdiction over your complaint.

Your complaint has been forwarded to the following agency that we believe has jurisdiction regarding your complaint.

NV State Board of Optometry
P.O. Box 1824
Carson City, NV 89702
(775)883-8367

_____ We are unable to read and understand your complaint. Please resubmit a legible copy.

_____ Other

If you have any questions regarding this notice, please feel free to contact us.

RECEIVED

JUN 14 2018

NEVADA STATE BOARD OF MEDICAL EXAMINERS

9600 Gateway Drive
Reno, NV 89521

Rachakonda D. Prabhu, M.D.
Board President



Edward O. Cousineau, J.D.
Executive Director

RECEIVED

JUN 02 2018

NV STATE BOARD OF
OSTEOPATHIC MEDICINE

May 30, 2018

John Johnson

Re: Helen Knisley, DO

We have received your complaint; however, for the reason(s) indicated below, we either cannot investigate your complaint as stated, or we do not have jurisdiction to investigate:

☐ You have not identified a health care provider (a person).

☒ The person you identified is NOT a licensee of this Board.

☒ No jurisdiction. Your complaint has been forwarded to the listed agency, who we believe has jurisdiction. A copy HAS been retained by us.

Nevada State Board of Osteopathic Medicine
2275 Corporate Circle, Ste. 210
Henderson, NV 89074

☐ No jurisdiction. NRS 630 (the Medical Practice Act) does not cover (provide us with jurisdiction over) the situation you describe, and we cannot identify any agency which might have jurisdiction.

☐ This case has already been investigated under case #.

☐ We are unable to read and understand your complaint. Please resubmit a legible copy.

☐ Other:

If you have any questions about this determination, please write or call at the contact information provided below. In State Toll Free: (888) 890-8210 or Out of State (775) 688-2559.

Investigations Division, Intake, Nevada State Board of Medical Examiners.

Telephone 775-688-2559 • Fax 775-688-2321 • www.medboard.nv.gov • nsbme@medboard.nv.gov

JOHN C. JOHNSON
750726 P.O. BOX
LAS VEGAS, NV 89136
(702) 235-2347

DATE: MAY 18 2018

RECEIVED

NEVADA STATE BOARD
OF MEDICAL EXAMINERS
9600 GATEWAY DRIVE,
RENO, NV 89521
(775) 688-2559

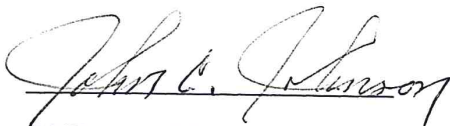
MAY 23 2018
NEVADA STATE BOARD OF
MEDICAL EXAMINERS

NEVADA STATE BOARD:

I AM A DISABLED AMERICAN COMBAT VETERAN, PUBLISHED AS THE
HERO OF "OPERATION NEVADA" APRIL 1966. I HATE DEALING WITH
CLOWN ACTS BUT THAT IS WHAT IS GOING ON HERE. VETERAN JUST
TALKED WITH VISIONWORKS, BY TELEPHONE, AND NOW THEY HAVE EXCUSE
AFTER EXCUSE WHY THEY CANNOT PAY FOR NOT SUPPLYING THE NEEDED
PRODUCT. AFTER VETERAN'S HONORABLE DISCHARGE FROM SERVICE I
HAVE SPENT TWENTY YEARS DEALING WITH CON's & X-CON's SO IT'S
RATHER HARD TO CON THIS VETERAN. THE HERD OF CON's WORKING
IN AND AROUND VISIONWORKS ARE JUST THAT, CON's.

SOLUTION, FINE THIS HERD OF CON's SEVERAL MILLION DOLLARS
THEN MAYBE THEY WILL WAKE UP.

SOMETHING NEEDS TO BE DONE.


JOHN C. JOHNSON

1 9162

Nevada State Board of Medical Examiners

9600 Gateway Drive, Reno, NV 89521

Phone: In Reno/Sparks/Carson City: (775) 688-2559

(If calling from any other area of Nevada, call the Board's in-state, toll-free number: 888-890-8210)

Fax: (775) 688-2553

Please use Internet Explorer to complete and submit this form online.

COMPLAINT FORM

You may use this form to provide your complaint information and summary. Be as concise as possible. If you have documents to support your allegation(s), please include them with your Complaint Form. You may mail or fax this completed form, along with any supporting documentation, to the Board at the above address or fax number, or you may e-mail this form and attach supporting documentation by clicking the "Submit" button on the bottom of the second page. Please use Internet Explorer to complete and submit this form via e-mail.

Your Name: JOHN C. JOHNSON

Gender: ☒ M / ☐ F

Phone Number(s): 702-235-2347

Mailing Address: 750726 P.O. BOX, LAS VEGAS, NV 89136

City: LAS VEGAS State: NV Zip: 89136

Patient Name: JOHN C. JOHNSON

Gender: ☒ M / ☐ F

Patient Date of Birth: 08-10-1944

Physician(s), Physician Assistant(s), Practitioner(s) of Respiratory Care, Perfusionists named in Complaint:

1) Name: VISIONWORKS-MEADOWS MALL

Address: 4300 MEADOWS MALL LANE, SPACE 104

City: LAS VEGAS State: NV Zip: 89107

Phone Number(s): 702-822-6848

2) Name: Dr. HELEN KNISLEY & ASSOCIATES 

Address: 4300 MEADOWS LANE, SUITE 104

City: LAS VEGAS State: NV Zip: 89107

Phone Number(s): 702-822-6003

3) Name: N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone Number(s): _____

Date(s) of Occurrence: 05-04-2018

Treatment Received At (please check the following that apply, and include name and address):

☒ Physician's Office: Dr. HELEN KNISLEY & ASSOCIATES, SUITE 104☐ Hospital: N/A 4300 MEADOWS LANE, LAS VEGAS, NV 89107☐ Other: N/ADid you obtain a second opinion from another physician? ☐ Yes ☒ No

If "Yes": Name of Physician: _____

Physician Address: _____

Diagnosis: _____

COMPLAINT SUMMARY

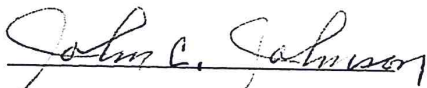
PATIENT WAS AT THE ADDRESS, 4300 MEADOWS MALL SUITE 104, THREE TIMES. THE EXAM ROOM AND ADMISSION ARE IN THE SAME LOCATION.

1st TIME 05-04-2018, ORDERED GLASSES FOR \$432.93 CASH FEE AND PAID FOR A PHONY EXAM FEE, \$80.00. THE EXAM PROVIDER WAS STUMBLING THROUGH-OUT THE EXAM PROCEDURE AND STEPPED ON THIS 100% HANDICAPPED, SERVICE CONNECTED VETERAN, THREE TIMES WHILE MY FEET WERE FAST AGAINST THE EXAM CHAIR. HE ALSO RAN THE EYE EXAM DEVICE INTO VETERAN'S HEAD. EITHER THIS EXAM PROVIDER WAS ALSO HANDICAPPED OR HAD TAKEN SOME KIND OF DRUGS PRIOR TO THIS EXAM. VETERAN HAS BEEN THROUGH MANY, MANY EYE EXAMS WITH THE D.V.A. AND HAS NEVER SEEN THIS TYPE OF BEHAVIOR. THE EXAM CAME OUT WITH A CONCLUSION MUCH WORSE THAN THE GLASSES VETERAN NOW HAS WITH VA.

2nd TIME 05-11-2018, PICKED UP GLASSES AT VISIONWORKS AND INFORMED AGENT THAT THE GLASSES WERE WORSE THAN MY ORIGINAL GLASSES. SHE TOLD ME TO TRY THEM OUT OVER THE WEEK-END AND VETERAN DID SO. NO IMPROVEMENTS HAD OCCURRED.

3rd TIME 05-14-2018, RETURNED GLASSES TO VISIONWORKS AND THEY PROMISED ME A FULL REFUND OF \$432.93 BY CHECK BUT VETERAN WOULD HAVE TO GET THE PHONY EXAM FEES FROM Dr. HELEN KNISLEY & ASS. HER AGENT REFUSED TO RETURN THOSE FEES SO VETERAN LEFT.

WHEN VETERAN FIRST APPROACHED VISIONWORKS ON 05-04-2018 THEY PROMISED THE VETERAN A FULL REFUND IF THEY COULDN'T SUPPLY GOOD WORKING GLASSES. THEY SHOULDN'T BE ALLOWED TO SCAM THE HANDICAPPED AND SHOULD BE REQUIRED TO PAY A STIFF FINE. (MILLIONS)



JOHN C. JOHNSON

☒ By checking this box, I hereby attest that the information contained in this Complaint is true and correct to the best of my knowledge and belief.

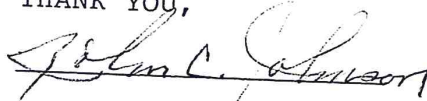
Date: MAY 18 2018

SUBMIT

Complaint Summary

PLEASE SEE ATTACHED "COMPLAINT SUMMARY" ON
DATE(S) OF OCCURRENCE, 05-04-2018. AS THERE
WAS NOT ENOUGH ROOM ON THIS FORM FOR PROPER
EXPLANATIONS.

THANK YOU,



JOHN C. JOHNSON

☒ By checking this box, I hereby attest that the information contained in this Complaint is true and correct to
the best of my knowledge and belief.

Date: MAY 18 2018

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[Reset](#)

Last date edited: 3/30/2018

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Helen Knisley
4300 Meadows Lane, Suite 104
Las Vegas, NV 89107-3102
702-822-6003

Statement of Charges and Payments

To: JOHN JOHNSON
 P.O. Box 750726
 LAS VEGAS, NV 89136

Fee Slip Number: 107675
 Date Printed: 5/4/2018
 Provider: Helen Knisley, O.D.
 Office Phone: 702-822-6003
 License: 454
 NPI Number: 1598897035
 TPA Number: 111
 Patient: 80044 JOHN JOHNSON
 Chart #: 111
 Home Phone: (702) 235-2347
 Next Appt:
 Date of Birth: 8/10/1944

Date of Service	Ord #	SKU #	Qty	Description	CPT	Diagnosis	Amount	Patient Balance
5/4/2018	0		1	Exam Comp., New	92004	H52.4	130.00	
5/4/2018				OUT OF POCKET (PROMPT PAY)			(70.00)	
5/4/2018	0		1	Fundus photo w/ interpretation	92250	H52.4	65.00	
5/4/2018				OUT OF POCKET (PROMPT PAY)			(45.00)	
				Total Current Charges			80.00	
5/4/2018				Payment Applied by Cash at Helen Knisley-Meadows			(80.00)	
				Total Payments			(80.00)	
				Balance Due				0.00
				Other Open Items				0.00
				NO PAYMENT NECESSARY				0.00

Total Charges (Pat. Total + Ins. Total)= 80.00
 Total of Discounts & Packages (115.00)

Thank you for your confidence and trust.

Total Due

Amount Enclosed

0.00

Patient #

Check #

Chart #

80044

Statement Date

Patient

5/4/2018

JOHN JOHNSON

Helen Knisley
 4300 Meadows Lane, Suite 104
 Las Vegas, NV 89107-3102
 702-822-6003

JOHN JOHNSON
 P.O. Box 750726
 LAS VEGAS, NV 89136

VISIONWORKS #200

MEADOWS MALL, SPACE 104
4300 MEADOWS MALL
LAS VEGAS, NV 89107
702-822-6040

Please visit us at www.visionworks.com
or find us on Facebook

COPY RECEIPT 5.9 NT

00200-221300 05/04/2010 14:06:23

JOHN JOHNSON
750796 POST OFFICE BOX
LAS VEGAS, NV 89136
M (702) 225-2347
U () EXT.

DOCTOR: HKA

PAIR # 1 DUE: 05/14/2010
1 1112283 PC 534 (GR) Y 119.95
1 11111100IFOCAL BLU Y 105.00
1 11111100IFOCAL BLU Y 105.00
1 0001397 CLRSILD BLUE UV AR Y 120.00
1 9010 50% OFF COMPLETE PA Y -224.90
PAIR # 2 DUE: 05/14/2010
1 1293193 MK 5104 (SI) Y 69.95
1 11111100FT POLAR Y 140.00
1 11111100FT POLAR Y 140.00
1 9010 50% OFF COMPLETE PA Y -174.90

PAYMENT 432.93 THIS SALE 799.90
CASH 432.93

DISCOUNTS
AMOUNT SAVED 349.96
SUB TOTAL 399.94
TAX 32.99
TOTAL 432.93
PAYMENT 432.93
AMT TENDERED 432.93
CHANGE DUE
BALANCE DUE .00

OLD BAL .00
THIS BAL .00
NEW BAL .00

ORIGINAL TRANSACTION DATE: 05/04/2010

DR. HELEN KNISLEY AND ASSOCIATES

LIC. # 454
4300 Meadows Lane, Space 104
Las Vegas, NV 89107
(702) 822-6003



Patient name JOHN JOHNSON
Expiration Date 5/4/19

Spectacle Rx				
Rx	SPHERE	CYLINDER	AXIS	PRISM
OD	+1.00	-1.50	70	
OS	+4.25	-1.75	60	+2.50

☐ Digital Single Vision +0.75 ADD
☐ Clearshield UV Anti-Reflective Coating
☐ Polarized Sunglasses
☐ Digital Progressive

Contact Lens Rx				
Rx	SPH	CYL	AXIS	B.C.
OD				
OS				

DISPOSABLE SCHEDULE:

*Federal law prohibits substitution without verification and dispensing beyond expiration.

THIS RX VALID FOR ONE YEAR UNLESS OTHERWISE NOTED

5/4/18

Dr. D. Acuna # 915 Exam date

ENTER FOR A CHANCE TO WIN \$1000
Please Share Your Opinion with Us!
Complete a brief survey about your store visit at:

www.eyecareatvision.com
use ID 00200-221300

If the General Manager at 702-822-6040
is unable to satisfy your needs, please
call 1-800-669-1183.
Thank you.

VICKI 50.



Meadows Mall
4300 Meadows Mall Lane, Space 104
Las Vegas, NV 89107

T: (702) 822-6848
F: (702) 822-2366
www.visionworks.com

THING

VISIONWORKS #228
MEADOWS MALL, SPACE 104
4300 MEADOWS MALL
LAS VEGAS, NV 89107
(702) 822-6848

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REFUND RECEIPT 5.9 NT

00240-22100 05/14/2012 10:40:07

JOHN JOHNSON
750726 POST OFFICE BOX
LAS VEGAS, NV 89136
H (702) 233-2347
H () EXT.

DOCTOR: HKA

1 1112963 PD 534 (GND) YR 119.95
1 1111111SPECIAL ORDER LENSE YR 103.50
1 1111111SPECIAL ORDER LENSE YR 123.00
1 8401397 CLASHOLD BLUE NV GR YR 122.00
1 1293193 MM 5184 (S/I) YP 69.95

1 1111111SPECIAL ORDER LENSE YR 148.00
1 1111111SPECIAL ORDER LENSE YR 148.00

REFUND : TOTAL 799.90
DISCOUNT ORIG. TRAN -399.96
SUB TOTAL 399.94
TAX 32.99
TOTAL DUE 432.93
PAID 432.93
REMAINING BAL. .00
CORPORATE CHECK 432.93

ORIGINAL RX NBR: 221306

ORIGINAL RX DATE: 05/04/2012 9989

CUSTOMER
SIGNATURE: *John Johnson*

MANAGER
SIGNATURE: *[Signature]*

THANK YOU FOR SHOPPING
AT VISIONWORKS

MAIL
* Mail out Check
amounting to \$432.93
by Corporate OFFICE
JP



The Word

April 1998

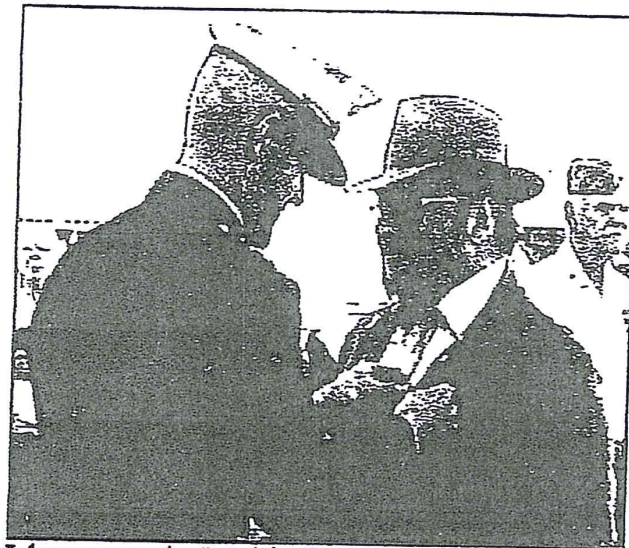
The Greater Nevada Detachment, M.C.L.
Incorporated by an act of Congress January 5, 1937

Hero Honored 32 Years Later!

Corporal John C. Johnson was awarded the Bronze Star at a beautiful ceremony in front of the Leatherneck Club on Saturday the 25th of February for actions that occurred 32 years ago in Vietnam.

Johnson was a member of that rare breed of men who had the guts and abilities to be a "Tunnel Rat"...a person who invades the deep, dark, underground networks the Viets used to store weapons, munitions, and set up ambushes and other actions against the American and other forces trying to keep Vietnam free of communist rule.

On that eventful day 32 years ago Johnson had discovered and destroyed weapons and munitions that could have been used to kill his fellow Marines. His unit got involved in heavy firefights with the Enemy and despite being wounded he refused to be evacuated because he still had a job to do, and that was being a U. S. Marine!



Johnson gets the "Medal" pinned on by Capt. Grohman

There is no doubt that his actions helped save Marine lives and so he was recommended for the Bronze Star. It only took 32 years for it to become a reality. Some people think you "win" a Bronze Star and so you *congratulate* them for it. The truth is you "earn" the award and the proper thing to say to the recipient is not congratulations, but "Thank You"!

NEXT GENERAL MEETING MARCH 24 AT 7:30 P.M.

COMMANDANT OF THE MARINE CORPS

The President of the United States takes pleasure in presenting the
BRONZE STAR MEDAL to

CORPORAL JOHN C. JOHNSON
UNITED STATES MARINE CORPS

for service as set forth in the following

CITATION:

For heroic achievement in connection with combat operations against the enemy while serving as Team Leader, 2d Platoon, Company A, 1st Battalion, 7th Marines, 3d Marine Division, (Reinforced), Republic of Vietnam, from 14 April to 16 April 1966. While participating in Operation NEVADA, Corporal Johnson unhesitatingly volunteered to lead his team into a tunnel discovered in the Village of Phu Qui during a search and clear operation. On his hands and knees, armed only with a pistol, flashlight, and grenades, he aggressively and systematically searched the darkened tunnel complex. After recovering a cache of enemy weapons, medical supplies, and Chi Com grenades, Corporal Johnson's tunnel clearing team came under intense enemy automatic weapons fire. Unsuccessful in his efforts to dislodge the enemy after a 3-hour fire fight, he blew up the tunnel killing six Viet Cong. After he was wounded by an enemy booby trap and refused evacuation, Corporal Johnson over the next 2 days repeatedly entered tunnels and recovered enemy equipment and intelligence documents. On the final day of the operation and nearing exhaustion, he assisted engineers in the total destruction of the tunnel complex leading to the successful completion of the unit's mission. Corporal Johnson's courageous actions, initiative, and total dedication to duty reflected great credit upon himself and were in keeping with the highest traditions of the Marine Corps and the United States Naval Service.

The Combat Distinguishing Device is authorized.

For the President,


Commandant of the Marine Corps



Heroism's reward delayed: Soldier's battle for disability compensation uncovers details of Vietnam War operation

05-26-2003

Editor's Note: This story published in the Memorial Day edition of the Las Vegas Review-Journal profiles Princeton native John C. Johnson, a U.S. Marine combat veteran of Vietnam. He is the nephew of Bill Davidson of Princeton.

By KEITH ROGERS

Las Vegas Review-Journal

It was 37 years ago when Marine Cpl. John Charles Johnson climbed through tunnels on his hands and knees in Operation Nevada to root out enemy soldiers in the Quang Ngai Province of Vietnam.

While the nation observed Memorial Day the stench of rotting bodies, the voices of the Viet Cong who tried to hunt him down, and the ring of machine gun bullets they fired at him are still on his mind.

For Johnson, the scariest moment was near the end of the search-and-clear mission in April 1966 while the rest of Company A, 1st Battalion, 7th Marines waited for his team to emerge at the end of the underground maze, hundreds of yards long, that the VC had carved into the rocky terrain.

The tunnels were used to hide from American forces and for protection from aerial bombing raids. His job was to purge the tunnels, and on the last day of one such mission, he found himself nearing a machine gun nest.

"I had already accepted the notion that I was dead. That's why I moved those men back away from the machine gun," Johnson, 58, recalled at his north-west Las Vegas condominium, surrounded by mementos from the war. Johnson, armed with a pistol, 14 rounds and a hand grenade, and the small team of Marines stalked the enemy in the sweltering, 98-degree heat through three major tunnel networks from April 14-16, 1966. The so-called "tunnel rat" missions were part of a series named after states.

"Nobody wins a war. You can be successful, but any time you lose people who have to make the ultimate sacrifice for this country and our beliefs, that's sad."

Although little has been written in history books about Operation Nevada, the story about what happened during it is told in a stack of documents and after-action reports that Johnson obtained through the Freedom of Information Act. He used them to convince a Defense Department awards board three decades later that he was promised, but never received the Bronze Star Medal "for heroic achievement in connection with combat operations against the enemy."

He learned later from his squad leader that his actions were actually worthy of a higher award, and he had in fact been recommended for the Silver Star Medal. But he never received it. Instead, his Bronze Star finally came in 1998 while he continued to battle for disability compensation for disorders linked to his exposure to the toxic jungle defoliant Agent Orange.

Johnson, who joined the Marines out of high school in Princeton, said he was just glad to have lived through the ordeal.

"I didn't care about the medal. I wanted the credibility to fight the Veterans Administration on this," he said. In 1980, the Bronze Star was pinned on his lapel at the Leatherneck Club in Las Vegas, 32 years after he, Lance Cpl. Ronald S. Hannah, and Cpl. Lucky Vance crawled through 360-foot-diameter tunnels, hundreds of yards long around the village of Phu Qui.

"Armed only with a pistol, flashlight and grenades, he aggressively and systematically searched the darkened tunnel complex..." the citation reads. It goes on to explain how Johnson

John Charles Johnson
Cpl., U.S. Marine Corps
engaged in a three-hour firefight in which he drove the Viet Cong to retreat, while killing several and allowing his company to capture 15. Once an enemy combatant was killed, his weapons were taken and used.

On the second day, Johnson was wounded four times when he fell onto sharpened steel stakes in a booby trap, but the team still managed to drive the enemy into retreat.

Corporal Johnson over the next two days repeatedly entered tunnels and recovered enemy equipment and intelligence documents," says the citation signed by Marine Corps Commandant Charles C. Krulak.

A revised citation for his Bronze Star, however, expands on what Johnson described as his scariest moment.

"On D-plus-three day, Corporal Johnson's team again came under intense automatic weapons fire. Exhibiting exceptional presence of mind he moved the other team members into a safe position, using the natural cover available and protecting them from serious injury or death."

"With total disregard for his own safety, he gave up his .45 caliber pistol and flashlight to an unarmed member of his team. Then skillfully maneuvering back down the pitch black tunnel (he) single-handedly assaulted and took out the enemy machine-gun position with a fragmentation grenade."

In an interview, Johnson remembered how he crawled toward the machine-gun nest that had been set up just beyond a 90-degree turn. "I could hear them talking. There

were three or four of them," he said, describing how he pressed the grenade against his shirt to muffle any sound from pulling the pin.

"Then I went around the turn and dumped it in their hole. I heard a clunk, and it hit the...machine gun."

After the blast, he waited 10 minutes to re-enter. "We went back down and there was blood all over the hole."

Johnson said shortly after Operation Nevada ended, with no Marines killed in action, he was sent back to the United States to finish his enlistment.

He said he felt the timing of his return was linked to his knowledge of possible war crimes that were mentioned as pending court martials in a report about Operation Nevada. Those actions, however, occurred before the operation. Still, he said he believes attempts to keep Operation Nevada confidential led to the delay in receiving his Bronze Star and complicated his attempts to collect disability compensation.

He eventually wrote letters to congressmen to expose foot-dragging by the Department of Veterans Affairs. He appealed to the U.S. Supreme Court but his petition against Veterans Affairs Secretary Anthony Principi for the high court to hear the case was denied on Oct. 1, 2001. "They were concealing factual medical evidence in an active claim," Johnson said. "The only way you could do that was for national security.... This was not national security."

His benefits were finally awarded in January.

"I know it sounds like I argue a lot but I love this country. You can argue here and get things changed," he said.

His advice to armed forces personnel returning from Operation Iraqi Freedom: "It takes time to heal.... Nobody wins a war. You can be successful, but any time you lose people who have to make the ultimate sacrifice for this country and our beliefs, that's sad."

Nevada State

Board of Medical Examiners

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COMPLAINT FORM

You may use this form to provide your complaint information and summary. Be as concise as possible. When completed, please click the "Submit Form" button at the bottom of the page to submit your form electronically. If you have documents to support your allegation(s), please email them to the Board at shendricks@medboard.nv.gov, and include in the email your name and the date you submitted your Complaint Form. If you wish to submit your form and supporting documentation via mail or fax, please use the PDF version of the Complaint Form and mail or fax to the address/fax number on the form.

Complainant Contact Information

Name:

JOHN C. JOHNSON

Gender:

MALE Phone Number: 702-235-2347

Mailing Address:

750726 P.O. BOX

City: LAS VEGAS

State: NV

Zip Code: 89136

Patient Information

Name:

JOHN C. JOHNSON

Gender:

MALE

Date of Birth: 08-10-44

Health Care Professional Information

First Health Care Professional

Name:

VISIONWORKS-MEADOWS MALL

Address:

4300 MEADOWS MALL LANE, SPACE 104

City: LAS VEGAS

State: NV

Zip Code: 89107

Phone Number: 702-822-6848

Second Health Care Professional

Name: Dr. HELEN KNISLEY & ASSOCIATES

Address: 4300 MEADOWS LANE, SUITE 104

4300 MEADOWS LANE, SUITE 104

City: LAS VEGAS

State: NV

Zip Code: 89107

Phone Number: 702-822-6003

Third Health Care Professional

Name: N/A

Address:

N/A

City: State: Zip Code:

Phone Number:

Incident Information

Date(s) of Occurrence:

05-04-2018

Treatment Received at (please check the following that apply, and include name and address):

☒ Physician's Office

Dr. HELEN KNISLEY & ASSOCIATES
4300 MEADOWS LANE, LAS VEGAS, NV SUITE 104, 89107

☐ Hospital

N/A

☐ Other

N/A

Did you obtain a second opinion from another physician? No

If "yes":

Name of Physician:

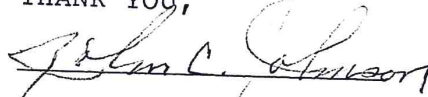
Physician Address:

Diagnosis:

Complaint Summary

PLEASE SEE ATTACHED "COMPLAINT SUMMARY" ON DATE(S) OF OCCURRENCE, 05-04-2018. AS THERE WAS NOT ENOUGH ROOM ON THIS FORM FOR PROPER EXPLANATIONS.

THANK YOU,



JOHN C. JOHNSON

☒ By checking this box, I hereby attest that the information contained in this Complaint is true and correct to the best of my knowledge and belief.

Date: MAY 18 2018

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Last date edited: 3/30/2018

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Date(s) of Occurrence: 05-04-2018

Treatment Received At (please check the following that apply, and include name and address):

☒ Physician's Office: Dr. HELEN KNISLEY & ASSOCIATES, SUITE 104☐ Hospital: N/A 4300 MEADOWS LANE, LAS VEGAS, NV 89107☐ Other: N/ADid you obtain a second opinion from another physician? ☐ Yes ☒ No

If "Yes": Name of Physician: _____

Physician Address: _____

Diagnosis: _____

COMPLAINT SUMMARY

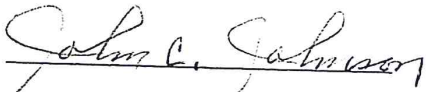
PATIENT WAS AT THE ADDRESS, 4300 MEADOWS MALL SUITE 104, THREE TIMES. THE EXAM ROOM AND ADMISSION ARE IN THE SAME LOCATION.

1st TIME 05-04-2018, ORDERED GLASSES FOR \$432.93 CASH FEE AND PAID FOR A PHONY EXAM FEE, \$80.00. THE EXAM PROVIDER WAS STUMBLING THROUGH-OUT THE EXAM PROCEDURE AND STEPPED ON THIS 100% HANDICAPPED, SERVICE CONNECTED VETERAN, THREE TIMES WHILE MY FEET WERE FAST AGAINST THE EXAM CHAIR. HE ALSO RAN THE EYE EXAM DEVICE INTO VETERAN'S HEAD. EITHER THIS EXAM PROVIDER WAS ALSO HANDICAPPED OR HAD TAKEN SOME KIND OF DRUGS PRIOR TO THIS EXAM. VETERAN HAS BEEN THROUGH MANY, MANY EYE EXAMS WITH THE D.V.A. AND HAS NEVER SEEN THIS TYPE OF BEHAVIOR. THE EXAM CAME OUT WITH A CONCLUSION MUCH WORSE THAN THE GLASSES VETERAN NOW HAS WITH VA.

2nd TIME 05-11-2018, PICKED UP GLASSES AT VISIONWORKS AND INFORMED AGENT THAT THE GLASSES WERE WORSE THAN MY ORIGINAL GLASSES. SHE TOLD ME TO TRY THEM OUT OVER THE WEEK-END AND VETERAN DID SO. NO IMPROVEMENTS HAD OCCURRED.

3rd TIME 05-14-2018, RETURNED GLASSES TO VISIONWORKS AND THEY PROMISED ME A FULL REFUND OF \$432.93 BY CHECK BUT VETERAN WOULD HAVE TO GET THE PHONY EXAM FEES FROM Dr. HELEN KNISLEY & ASS. HER AGENT REFUSED TO RETURN THOSE FEES SO VETERAN LEFT.

WHEN VETERAN FIRST APPROACHED VISIONWORKS ON 05-04-2018 THEY PROMISED THE VETERAN A FULL REFUND IF THEY COULDN'T SUPPLY GOOD WORKING GLASSES. THEY SHOULDN'T BE ALLOWED TO SCAM THE HANDICAPPED AND SHOULD BE REQUIRED TO PAY A STIFF FINE. (MILLIONS)


JOHN C. JOHNSON

☒ By checking this box, I hereby attest that the information contained in this Complaint is true and correct to the best of my knowledge and belief.

Date: MAY 18 2018

SUBMIT

Helen Knisley
4300 Meadows Lane, Suite 104
Las Vegas, NV 89107-3102
702-822-6003

Statement of Charges and Payments

To: JOHN JOHNSON
 P.O. Box 750726
 LAS VEGAS, NV 89136

Fee Slip Number: 107675
 Date Printed: 5/4/2018
 Provider: Helen Knisley, O.D.
 Office Phone: 702-822-6003
 License: 454
 NPI Number: 1598897035
 TPA Number: 111
 Patient: 80044 JOHN JOHNSON
 Chart #:
 Home Phone: (702) 235-2347
 Next Appt:
 Date of Birth: 8/10/1944

Date of Service	Ord #	SKU #	Qty Description	CPT	Diagnosis	Amount	Patient Balance
5/4/2018	0		1 Exam Comp., New	92004	H52.4	130.00	
5/4/2018			OUT OF POCKET (PROMPT PAY)			(70.00)	
5/4/2018	0		1 Fundus photo w/ interpretation	92250	H52.4	65.00	
5/4/2018			OUT OF POCKET (PROMPT PAY)			(45.00)	
			Total Current Charges			80.00	
5/4/2018			Payment Applied by Cash at Helen Knisley-Meadows			(80.00)	
			Total Payments			(80.00)	
			Balance Due				0.00
			Other Open Items				0.00
			NO PAYMENT NECESSARY				0.00

Total Charges (Pat. Total + Ins. Total)= 80.00
 Total of Discounts & Packages (115.00)

Thank you for your confidence and trust.

Total Due 0.00 Patient #
 Amount Enclosed Check #
 Chart #

Helen Knisley
 4300 Meadows Lane, Suite 104
 Las Vegas, NV 89107-3102
 702-822-6003

80044

Statement Date
 Patient

5/4/2018
 JOHN JOHNSON

JOHN JOHNSON
 P.O. Box 750726
 LAS VEGAS, NV 89136

VISIONWORKS #290

MEADOWS MALL, SPACE 104
4300 MEADOWS MALL
LAS VEGAS, NV 89107
702-822-6848

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COPY RECEIPT 5.9 NT

00280-221300 05/04/2010 14:06:23

JOHN JOHNSON
750796 POST OFFICE BOX
LAS VEGAS, NV 89136
H (702) 235-2347
U () EXT.

DOCTOR: HKA

PAIR # 1 DUE: 05/14/2010
1 1112263 PD 534 (GM) Y 119.95
1 111111631FDCAL BLU Y 165.00
1 111111631FDCAL BLU Y 165.00
1 0001397 CLRSHLD BLUE UV AR Y 120.00
1 9010 50% OFF COMPLETE PA Y -204.90
PAIR # 2 DUE: 05/14/2010
1 1293193 NM 5104 (SI) Y 69.95
1 11111118FT POLAR Y 140.00
1 11111118FT POLAR Y 140.00
1 9010 50% OFF COMPLETE PA Y -174.90

PAYMENT 432.93 THIS SALE 799.90
CASH 432.93

DISCOUNTS
AMOUNT SAVED 399.96
SUB TOTAL 399.94
TAX 32.99
TOTAL 432.93
PAYMENT 432.93
AMT TENDERED 432.93
CHANGE DUE
BALANCE DUE .00

ORIGINAL TRANSACTION DATE: 05/04/2010

DR. HELEN KNISLEY AND ASSOCIATES

LIC. # 454

4300 Meadows Lane, Space 104
Las Vegas, NV 89107
(702) 822-6003



Patient name JOHN JOHNSON

Expiration Date 5/4/19

Spectacle Rx				
Rx	SPHERE	CYLINDER	AXIS	ADD
OD	4.00	-1.50	70	
OS	4.42	-1.75	60	2.50

☐ Digital Single Vision +0.75 ADD
☐ Clearshield UV Anti-Reflective Coating
☐ Polarized Sunglasses
☐ Digital Progressive

Contact Lens Rx				
Rx	SPH	CYL	AXIS	ADD
OD				
OS				

DISPOSABLE SCHEDULE:
*Federal law prohibits substitution without verification and dispensing beyond expiration.
THIS RX VALID FOR ONE YEAR UNLESS OTHERWISE NOTED

Dr. D. Acure #454 Exam date 5/4/18

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Complete a brief survey about your store
visit at:

www.eyegearsurvey.com
Use ID 00280-221300

If the General Manager at 702-822-6848
is unable to satisfy your needs, please
call 1-800-569-1183.
Thank You.

VICKI 50.



Meadows Mall
4300 Meadows Mall Lane, Space 104
Las Vegas, NV 89107

T: (702) 822-6848
F: (702) 822-2366
www.visionworks.com

THING

VISIONWORKS #288
MEADOWS MALL, SPACE 104
4300 MEADOWS MALL
LAS VEGAS, NV 89107
(702) 822-6848

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REFUND RECEIPT 3.9 NT

00268-221603 05/14/2018 10:40:27

JOHN JOHNSON
750726 POST OFFICE BOX
LAS VEGAS, NV 89136
H (702) 822-2347
M () EXT.

DOCTOR: HKA

1 1112263 BC 534 (GM) YR 119.95
1 1111111SPECIAL ORDER LENSE YR 105.50
1 1111111SPECIAL ORDER LENSE YR 105.00
1 8881327 CLRSILD BLUE UV AR YR 122.00
1 1293193 MH 5184 (GF) YP 69.95

1 1111111SPECIAL ORDER LENSE YR 119.95
1 1111111SPECIAL ORDER LENSE YR 148.85

REFUND : TOTAL 799.90
DISCOUNT ORIG. TRAN -399.96
SUB TOTAL 399.94
TAX 32.99
TOTAL DUE 432.93
PAID 432.93
REMAINING BAL. .00
CORPORATE CHECK 432.93

ORIGINAL RX NBR: 221338

ORIGINAL RX DATE: 05/04/2018 9905

CUSTOMER SIGNATURE: *[Signature]*

MANAGER SIGNATURE: *[Signature]*

THANK YOU FOR SHOPPING
AT VISIONWORKS

THANK YOU FOR SHOPPING
AT VISIONWORKS
* Mail out Check
amounting to \$432.93
by Corporate OFFICE JP

BEFORE THE BOARD OF OPTOMETRY

STATE OF NEVADA

CAREN C. JENKINS, ESQ., Executive
Director, BOARD OF OPTOMETRY,
STATE OF NEVADA,

Petitioner,

vs.

EMILIE RITTER, O.D. License No. 921,

Respondent.

Complaint No.: 19-02

**ACCUSATION AND NOTICE OF
HEARING**

The BOARD OF OPTOMETRY OF THE STATE OF NEVADA ("Board"), by and through its Executive Director, CAREN C. JENKINS, ESQ., hereby notifies EMILIE RITTER, O.D., ("Respondent") of an administrative hearing before the STATE OF NEVADA BOARD OF OPTOMETRY ("Board"), which hearing will be held pursuant to Chapters 233B and Chapter 636 of the Nevada Revised Statutes ("NRS") and Chapter 636 of the Nevada Administrative Code ("NAC"). The purpose of the hearing is to consider the allegations stated below and to determine if the Respondent should be subject to an administrative penalty as set forth in NRS 636.130, NRS 636.145 and/or NRS 636.420, and the discipline to be imposed, if violations of law are proven.

JURISDICTION

1. Respondent, at all relevant times mentioned in this Complaint, was licensed by the Board as an Optometrist under License Number 921, issued August 17, 1992, and is therefore subject to the jurisdiction of the Board and the provisions of NRS Chapter 636 and NAC Chapter 636.

PROCEDURAL HISTORY

2. On or about July 29, 2018, the Board received a complaint from a member of the public alleging that Respondent had violated various sections of NRS Chapter 636 and

1 NAC 636, including NRS 636.387, NAC 636.130, 636.190,636. 240 and 636,670, as well as
2 portions of the federal law related to HIPAA.

3 3. On October 16, 2018, the Complaint was brought before the Board of
4 Optometry at its regularly scheduled meeting. Based on the Complaint itself, the Board
5 determined that just and sufficient cause existed to investigate the allegations and hold a
6 hearing on the evidence to determine whether any violations of NRS Chapter 636 or NAC
7 Chapter 636 were present.

8 4. On or about October 22, 2018, the Board mailed Respondent a letter indicating
9 her actions were the subject of a Complaint and requested Respondent to submit an Affidavit
10 response to the allegations contained in the Complaint.

11 5. The Executive Director of the Board undertook an investigation and now
12 provides Respondent with this formal Accusation and Notice of Complaint in preparation for
13 an evidentiary hearing on the actions alleged herein.

14 6. Respondent provided several communications via telephone and email since
15 that time and cooperated fully with the Board's investigation.

16 **FACTUAL ALLEGATIONS**

17 **A. Unethical or Unprofessional Conduct (NRS 636.295(10))**

18 7. The complaint alleged that, during many eye exams, the doctor failed to provide
19 a subjective examination, refraction, or tonometry readings. Further, the complaint alleged
20 that patient files did not indicate that these portions of an eye examination had been
21 completed, and that neither an NCT nor a contact tonometer was used in examinations.
22 Further, the complaint alleged that Respondent used an auto refractor, then put that reading
23 into the phoropter, asked the patient to read a line, then finalized the prescription with those
24 readings alone.
25
26
27
28

8. NAC 636.190 outlines the requirements of an optometric examination. If the exam does not include the following services, a disclaimer must be made in any advertisements.

1. An ophthalmoscopy.
2. A subjective examination.
3. Binocularity testing.
4. A check of normal aided and unaided acuities.
5. A case history.
6. Tonometry.
7. Near-point accommodative tests.
8. Keratometry.
9. Slit-lamp biomicroscopy.
10. A refraction.
11. A dilated fundus examination.

C. Physical Separation (NRS 636.372) and Posting of Signs (NAC 636.130)

9. NAC 636.250 states that a licensee who locates his or her office in a part of a building where a person who is not licensed must construct and maintain a partition or wall to ensure a clear separation between his or her office and the business of the person who is not licensed.

10. NAC 636.130 requires the posting of a sign with the licensee's name and professional designation, as well as hours of operation.

11. The complaint alleges that Respondent's physical layout does not meet the requirements of the statute, despite that Respondent's subleased space is separated from the optical dispensary by a solid wall with a door. On which there appears her name and professional designation and hours.

D. Operational Control (NAC 636.240)

12. NAC 636.240 provides that an agreement between a licensee and a person who is not licensed must not: authorize the unlicensed person to exercise control over the operation of the licensee's practice or his or her employees, to have access to the medical

1 records of the licensee's patients, authorize the licensee to locate his or her office in a part of
2 the building where the unlicensed person conducts business without providing a clear
3 separation between the licensee's office and the unlicensed person's business, and prohibit
4 the licensee from having access to his or her office, equipment or records at any time.

5 **13.** The Complaint alleges that JCPenney Optical (USVision) leases approximately
6 704 sq.ft. from JCPenney department store. The optical dispensary is 512 sq.ft. and
7 Respondent subleases 192 sq.ft. The entire 192 sq.ft. subleased area is one room with a
8 door; however, all other optometry office business is conducted within the 512 sq.ft.
9 dispensary used by JCPenney Optical.

10 **14.** From patient intake until patient payment, JCPenney Optical employees
11 perform all tasks except the actual ophthalmic examination. JCPenney Optical employees
12 have full access to Respondent's patients' medical records, maintain Respondent's
13 appointment schedule, look up patient insurance information for the exam, manage patient
14 intake paperwork, and handle all the patient billing, and collect examination fees. JCPenney
15 Optical frequently will issue refunds for the exam to patients who complain about the doctor.

16 **15.** The Complaint further alleges that the dispensing area is open to the public
17 during non-business hours and the key to Respondent's door is kept in an unsecured drawer
18 in the dispensing area -- accessible to anyone when the JCPenney department store is open
19 but the JCPenney Optical is closed. Respondent keeps paper medical records in an
20 unlocked filing cabinet in her exam room. Some of Respondent's records (copies of
21 prescriptions, insurance information, and other protected health information) are kept in the
22 dispensing area in unsecured drawers or are openly left on countertops during closed hours.

23
24
25
26
27 **B. Prescription Pad Formats (NRS 636.387)**

28 **16.** Despite the requirements in NAC 636.670, Respondent's glasses prescription

pad format does not contain space for instructions concerning the times at which the lenses are to be worn, and Respondent does not provide such instructions.

17. NRS 636.387 provides that any prescription which is issued for an ophthalmic lens by an optometrist in this State must contain lines or boxes in substantially the following form:

Approved for contact lenses.....
Not approved for contact lenses.....

and requires the prescribing optometrist to check one of the lines or boxes each time an optometrist issues such a prescription.

18. Respondent's form prescription for ophthalmic lenses does not include the required approved/not approved for contact lenses boxes, and therefore, the boxes are not being checked.

C. Protection of Patient Information (45 CFR 164.502(e))

19. A central aspect of the federal HIPAA Privacy Rule is the principle of "minimum necessary" use and disclosure. A health care provider must make reasonable efforts to use, disclose, and request only the minimum amount of protected health information needed to accomplish the intended purpose of the use, disclosure, or request. It must develop and implement policies and procedures to reasonably limit uses and disclosures to the minimum necessary. When the minimum necessary standard applies to a use or disclosure, a covered entity may not use, disclose, or request the entire medical record for a particular purpose, unless it can specifically justify the whole record as the amount reasonably needed for the purpose.

20. The federal HIPAA law protects private patient information from disclosure. A health care practitioner is permitted to disclose patient medical records to a business associate solely for completing the business associates' contracted-for services. However,

1 once the business associate obtains protected health information, it may not use the
2 information for other purposes, including for marketing.

3 **21.** Under HIPAA, "marketing" is defined as any communication about a product or
4 service that encourages recipients to purchase or use the product or service. Marketing also
5 is an arrangement between a covered entity and any other entity whereby the covered entity
6 discloses protected health information, in exchange for direct or indirect remuneration, for the
7 other entity to communicate about its own products or services encouraging the use or
8 purchase of those products or services. A covered entity must obtain an authorization to use
9 or disclose protected health information for marketing, except for face-to-face marketing
10 communications between a covered entity and an individual,
11

12 **22.** Because JCPenney Optical (USVision) has always maintained the doctors'
13 appointment schedule, the patient information and exam history of several former
14 optometrists who worked with JCPenney Optical remains in the JCPenney Optical computer
15 system. Respondent's patient records are also added to the data.
16

17 **23.** This digital patient information is being used against HIPAA rules and is being
18 passed to outside marketing companies. USVision has hired Affinity Analytics to mine
19 patient data in JCPenney Optical's computer systems, upload each patient into vision
20 insurance websites, and determine whether the patient has benefits available for use.
21 USVision returns list of patients to be called and marketed to. This practice does not
22 comport with JCPenney Optical's own Notice of Privacy Practices.
23

24 (continued on next page)
25
26
27
28

VIOLATIONS

These violations, if proven, subject Respondent to disciplinary action:

1. Respondent violated NRS 636.295 by providing incomplete or less than thorough eye examinations.
2. Respondent violated NRS 636.387 by using improper eyeglasses and contact lens prescriptions pads.
3. Respondent violated HIPAA 45 CFR 164.502(e) by utilizing a business associate for ophthalmology-related business tasks and failing to comport with the requirements for patient privacy. Respondent engaged in unprofessional conduct by failing to properly apply federal and state statutes relating to the protection of patient medical records.
4. Respondent violated NRS 636.372 by failing to maintain the proper physical separation from a business from which she leased space.
5. Respondent violated NAC 636.130 by failing to properly post information on her office door.
6. Respondent violated NAC 636.240 by allowing an unlicensed entity to invade her operational control and independence.
7. NAC 636.230 states that any failure of a licensee to comply with any provision of NRS or NAC related to the practice of optometry constitutes unprofessional conduct.

DISCIPLINE AUTHORIZED

Pursuant to NRS 636.130 and NRS 636.420, if a violation of a statute or regulation is found, the Board is empowered to impose an administrative fine of not less than \$100 nor more than \$5,000 against Respondent and further to suspend, revoke or place conditions on the license of Respondent.

Additionally, under NRS Chapter 622.400, the Board is authorized to impose the costs of the proceeding upon Respondent, including investigative costs and attorney's fees, if the Board otherwise imposes discipline on Respondent.

Therefore, the Executive Director requests that the Board take such disciplinary action as it deems appropriate under the circumstances.

NOTICE OF HEARING

PLEASE TAKE NOTICE that a disciplinary hearing has been set to consider the Complaint against the above-named Respondent in accordance with Chapters 233B and Chapter 636 of the Nevada Revised Statutes and Chapter 636 of the Nevada Administrative Code.

THE HEARING WILL TAKE PLACE at the Board's regular meeting on January 29, 2019, commencing at 9:00 a.m., or as soon thereafter as the Board is able to hear the matter. The Board meeting will be held at the Grant Sawyer State Office Bldg., located at 555 E. Washington Ave., Suite 5100, Las Vegas, Nevada.

STACKED CALENDAR: Your hearing is one of several hearings scheduled at the same time as part of a regular meeting of the Board. It is your responsibility to be present when your case is called. If you are not present when your hearing is called, a default may be entered against you, and the Board may decide the case as if all allegations in the Complaint were true. If you have any questions, please call Caren C. Jenkins at 775-883-8367 before the meeting date.

YOUR RIGHTS AT THE HEARING: the hearing is an open meeting under Nevada's Open Meeting Law, and the public may attend. After the evidence and arguments, the Board will discuss your alleged misconduct. A verbatim record will be made either by a recording or by a certified court reporter. You may request a copy of the transcript of the meeting, although you must pay the cost of the transcription.

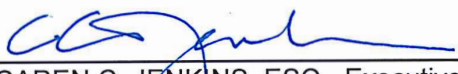
1 As the Respondent, this notice specifically informs you that have the right to appear
2 and be heard in your defense, either personally or through your counsel of choice. At the
3 hearing, the Board has the burden of proving the allegations in the Complaint and will call
4 witnesses and present evidence against you. You have the right to respond and to present
5 relevant evidence and argument on all issues involved. You have the right to call and
6 examine witnesses, introduce exhibits, and cross-examine opposing witnesses on any matter
7 relevant to the issues involved.

8 You have the right to request that the Board issue subpoenas to compel witnesses to
9 testify and/or to provide evidence to be offered on your behalf. In making the request, you
10 may be required to demonstrate the relevance of the witnesses' testimony and/or evidence.
11 Other important rights you have are outlined in NRS 636, NRS 233B, and NAC 636.
12

13 The purpose of the hearing is to determine if the Respondent has violated NRS 636
14 and/or NAC 636, and if the allegations contained herein are substantially proven by
15 the evidence presented, to further determine what administrative penalty is to be assessed
16 against the Respondent, if any, pursuant to NRS 636.

17 DATED this 3rd day of January, 2019.
18

19
20 State of Nevada
21 Board of Optometry

22
23 By: 
24 CAREN C. JENKINS, ESQ., Executive Director
25 P.O. Box 1824
26 Carson City NV 89702
27 Telephone: (775) 883-8367
28

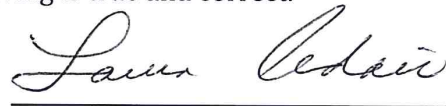
AFFIDAVIT OF SERVICE

I, LAURA ADAIR, an employee of the Nevada State Board of Optometry, on January 3, 2019 caused the foregoing to be emailed to Respondent's email address of record, Eritterod@aol.com, and placed the foregoing ACCUSATION AND NOTICE OF HEARING into the hands of the United States Postal Service by first-class mail on the date listed below, being addressed as follows:

Emilie P. Ritter, O.D.
7239 Mission Hills Drive
Las Vegas, Nevada 89113

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

Date: January 3, 2019

A handwritten signature in cursive script, appearing to read "Laura Adair", written over a horizontal line.

Signature

From: Eric Healey
To: nvoptometryorg@gmail.com
Subject: New submission from Complaints Form
Date: Sunday, July 29, 2018 6:57:14 PM

Complainant(s)
Eric Healey
Mailing Address
925 Antelope Way
Daytime Phone
(702) 678-4225
Email
oopsmyeye@gmail.com
Optometrist/Subject of Investigation/ Respondent
Dr Emilie Ritter OD
Address
4400 Meadows Lane
City
Las Vegas
Phone
(702) 870-8212
D/B/A
Dr Emilie Ritter OD
Date(s) of Incident
07/29/2018
What law(s) in NRS Chapter 636 or NAC 636, or others, do you believe were violated?
NAC 636.130, 190, 240, 670 NRS 636.387 Multiple HIPAA violations
Summary of Issues: (Please attach additional pages as needed and a copy of any evidence supporting your claims)
See attached document for full complaint.
Did you contact the Optometrist or the office they practice at regarding this complaint?
Yes
Did the Optometrist or the office they practice at respond?
This has been an ongoing complaint with her for one year and with USVision for 2 years.
Were there any witnesses to the incident? If so, Please provide name(s), address(es), and phone

number(s)

Multiple patients but I do not have their authorization to use names yet.

What would you consider a satisfactory resolution to this Complaint?

Separation of the doctor and the corporate dispensary.

Name, address, and phone number of any consulting or subsequent Doctor treating to the issue

N/A

If a formal charge is filed as a result of this Complaint, are you willing to testify under oath at a public hearing?

Yes

I,

Eric Healey

Attach Documents

- [RitterUSVisionComplaint.docx](#)

- 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

Eric Healey

Date

07/29/2018

- 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.

To Whom This May Concern,

I have some serious concerns regarding the business practices at USVision (dba JCPenney Optical) and Dr Emilie Ritter OD at 4400 Meadows Lane, Las Vegas Nevada 89107, inside the JCPenney department store at the Meadows Mall. I am a Nevada Board of Dispensing Opticians licensed optician (license number 573) employed by USVision. In addition to these regulation and code violations, there is an ongoing investigation by the NVBDO regarding violations of its own laws.

NAC 636.130 Doctors hours not posted (different hours from JCPenney Optical)

*NAC 636.190 Many patients complain that the doctor is skipping the subjective examination (2) and/or the refraction (10). Many patients are not getting tonometry readings (6). Doctors exam records do not indicate them and patients are noting that at no time did the doctor use the NCT or the contact tonometer. Patients complaining that the doctor is using the autorefractor initially then putting that reading into the phoropter, being asked to read a line, then the Rx is finalized with those readings.

*NAC 636.240 (1) JCPenney Optical management exercises control over the doctors practice hours and frequently will refund money paid for the exam to patients from the doctors practice if that patient complains about the doctor.

(3) JCPenney Optical employees have full access to medical records for the doctors patients. JCPenney Optical employees maintain the doctors appointment schedule, look up patient insurance information for the exam, handle all intake paperwork (giving the patient a clipboard with a sheet for the patients information and history), and handle all the patient billing.

*There are some questions regarding the separation of the doctors office and the JCPenney Optical business areas relating to NAC 636.240 (4). JCPenney Optical (USVision) leases approximately 704 sq ft from JCPenney (department store). 512 sq ft are used as the dispensary and they sublease 192 sq ft to Dr. Emilie Ritter. The entire 192 sq ft leased area for the doctors office is one room used as the exam lane. There is a door to close the exam lane during appointments, however, all other doctors office business is conducted in the 512 sq ft dispensary used by JCPenney Optical and all the doctors office business is done by JCPenney Optical employees. As stated before, from patient intake until patient payment, JCPenney Optical employees are performing everything except the actual examination.

*Another serious concern is that the dispensing area is open to the public even during non business hours and the key to the lock for the doctors exam lane is kept in an unsecured drawer easily accessible to anyone. The doctor still uses paper records kept in an unlocked filing cabinet so all the patient information is very easily accessible to anyone in the open public when the JCPenney department store is open but the JCPenney Optical is closed. This is about 24 hours per week (3 hours each weekday, 5 hours Saturday and 4 hours Sunday) when anybody can walk into the dispensing area, get the key from the drawer, and access the doctors exam lane/office. Some of the doctors records (copies of Rx, insurance information, other PHI) are kept in the dispensing area in unsecured drawers or openly on countertops during closed hours.

NAC 636.670 (1) Spectacle Rx does not indicate instructions on time to wear

NRS 636.387 (1) The form for the prescription of ophthalmic lenses does not include the required approved/not approved for contact lenses boxes.

(2) Boxes are not available so they are not checked.

*Because the JCPenney Optical (USVision) has always maintained the doctors appointment schedule the previous doctors patient information is still in our computer system for their exam history. This digital patient information is being used against HIPAA rules and is being passed to outside marketing companies. USVision also has hired a company called Affinity Analytics to scrub through all patient data in our computer systems in order to upload each patient into every vision insurance website to determine if they have benefits available for use. Lists are made and returned to us from the USVision corporate offices for people we need to call and market to. This is not in accordance with our own Notice of Privacy Practices.

As a dual licensed optician in Nevada according to NAC 637 and NRS 637, I am uncomfortable being asked and pressured by my corporate managers to break these codes and regulations, violate HIPAA, along with breaking the codes and regulations in our own laws (NAC chapter 637 and NRS chapter 637) and would like some assistance in assuring to my superiors that these actions are illegal and unethical.

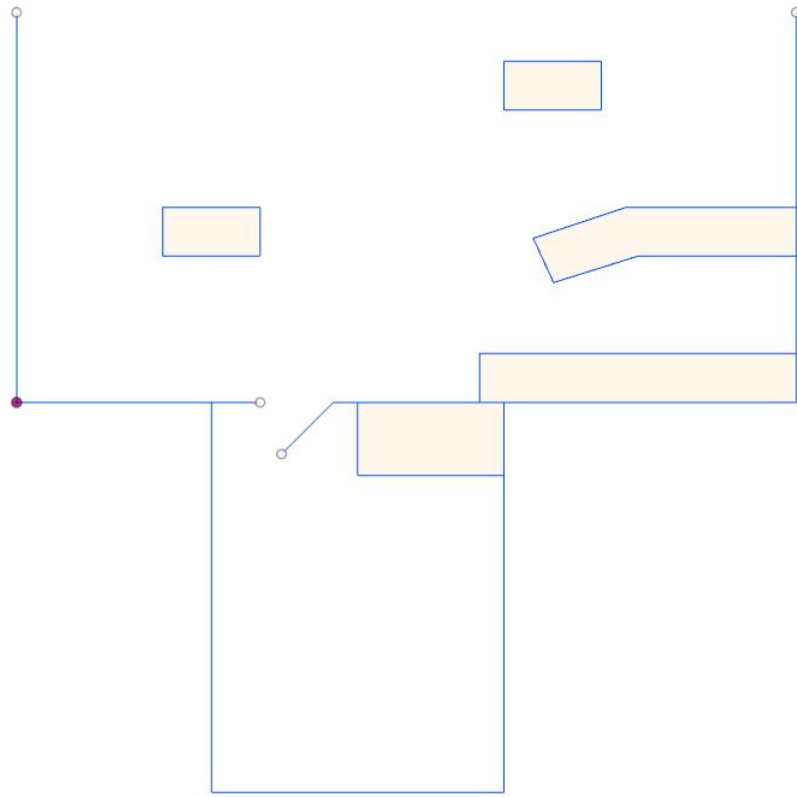
(*) Denotes my opinion on the violations being serious and detrimental to patient health and privacy. Attached is a markup of the optical department floorplan. One large room open along the long side to the department store and one smaller room for the doctors exam lane.

Thank you
Eric Healey
NVBDO Lic #573
925 Antelope Way
Las Vegas, NV 89145
702-678-4225

I authorize the Nevada State Board of Optometry to provide a copy of this Complaint to the subject of this Complaint and to obtain a copy of any of my patient records in the Doctor's possession.

I,

being first duly sworn, deposes and states: I have read the foregoing Complaint and know the contents thereof; that the contents are true of my own knowledge, except as to those matters stated upon information and belief, and as to those matters I believe it to be true.



MEETING NOTES, EMILIE RITTER, O.D. SITE VISIT DECEMBER 4, 2018 CAREN C. JENKINS

* * * * *

On December 4, 2018 , at approximately 1:00 p.m., I visited Dr. Emilie Ritter, O.D. at her place of operation within the JCPenney store at the Meadows Mall in Las Vegas. I was greeted by the JC Penney Optical staff, and asked to wait in one of the chairs in the optical dispensary area. While waiting, I observed a patient approach the reception desk for her appointment. She was checked in by the optical staff, and asked to wait.

Dr. Ritter was finishing with a patient, and walked the patient along with various documents from her examination room into the dispensary, talking somewhat loudly with the patient and the optical employees about fees, the papers, next steps and the like. She directed the optical staff to check the patient out and left the patient with the reception desk personnel while she greeted her next patient and ushered her into the examination room. A very brief time later, Dr. Ritter emerged with the patient and I observed a similar scene with regard to the patient being checked out and paying for the exam.

Dr. Ritter then greeted me, and invited me into the exam room. We visited for a bit about the complaint and the complainant, and Dr. Ritter indicated that the file cabinet in her exam room containing medical records now is being kept locked, and she has the only key. She showed me the nameplate on her door and the picture frame in which she posts her hours, along with an "inbox" for paperwork. Since the time the photo she had submitted was taken, she had erected two office cubicle-type partitions outside the exam room door to block passersby from being able to see inside the exam room, as the dispensary is a wide open space which flows into the JC Penney store, and seems rather indistinct from the store displays just outside.

Upon my questioning, Dr. Ritter asked Jennifer Haines, the US Vision District Manager for JC Penney, Saks 5th and AAFES in AZ, CO, NM, NV, TX, UT to join us to go over the agreed upon licensing agreement and pay schedules. Ms Haines was the individual who first greeted me on my arrival. I engaged Ms. Haines in further discussions about the operational arrangements, and she offered to send me pdfs of the documents, which were in my email by the time I returned to Carson City.

I came to understand that JC Penney Optical is owned by US Vision, which is held by Refac Optical Group. Refac has recently surfaced as the head of the corporate structure that owns or controls both US Vision and Nationwide Optometry, which have both come to the attention of the Board regarding potential non-compliance with Nevada's optometry laws.

From the time she received the original complaint, Dr. Ritter provided pdfs of photos of the office layout, her prescription pads, and her revised prescription pads to the Board. She maintained regular communication and seemed genuinely concerned about her compliance with the optometry laws. However, Dr. Ritter's previous prescription pads, her physical and operational presence and arrangements within the US Vision/JC Penney corporate realm seem inconsistent with several of the statutes and regulations governing the profession. Please see the documents to be offered into evidence, attached hereto.

/s/Caren C. Jenkins, Executive Director

License Agreement

This License Agreement ("Agreement") is made between the Doctor of Optometry or Ophthalmology named below and U.S. Vision, Inc. ("US Vision"). The following terms, whenever used herein, shall have the following meanings for all purposes of this Agreement:

"Doctor" means DR. EMILIE RITTER

"Commencement Date" means 7/1/2017

"License Fee" means the following monthly fee payable in advance by Doctor to US Vision on the first of each month: \$ 400.00, plus all applicable taxes.

"Equipment" means the equipment listed on Exhibit A attached hereto and located in the Space.

"Space" means, to the extent not covered by a lease between Doctor and a third party, the area or areas in which the Equipment is located near the optical department of US Vision located at: Division JCP, Store# 10937, City/St LAS VEGAS, NV or near any other U S Vision optical department from which the undersigned Doctor of Optometry may render professional services.

COPY

1. Space and Equipment License:

- (a) Subject to the terms of this Agreement and in consideration of the payment of the License Fee by Doctor, US Vision grants to Doctor the right to use the Space and the Equipment in the Space exclusively for the performance of eye examinations and related delivery of optometric services in connection with eye examinations.
- (b) US Vision has agreed to enter into this Agreement based on the representations of Doctor set forth in Section 4 below. If Doctor should breach any of the representations set forth in Section 4 below, any such breach shall constitute a material breach of this Agreement and US Vision shall be entitled to immediately terminate this Agreement in accordance with the terms of Section 5 below.
- (c) Doctor shall have the sole right and responsibility to determine the prices and charges for Doctor's services and to collect such charges, to settle all controversies, if any, with Doctor's patients, to maintain records and to operate such optometric office and examining room free from the exercise of any unlawful influence or control by US Vision.
- (d) Upon the request of Doctor, in further consideration of the License Fee paid hereunder, U.S. Vision may assist Doctor in obtaining member eligibility in connection with vision care plans.
- (e) If any employee of US Vision attempts to control Doctor's practice of optometry in violation of any applicable laws, Doctor agrees to immediately notify an executive officer of US Vision at the address or phone number listed on page 2 of this Agreement and upon its receipt of that notice, US Vision shall take all commercially reasonable steps to prevent the future occurrence of such actions.

2. Use by Doctor:

- (a) The use of the Space and Equipment by Doctor (directly or through Doctor's agents) pursuant to this Agreement shall be consistent with high standards of professional and courteous conduct to patients and visitors to the Space, and in compliance with all applicable laws, rules and regulations, applicable thereto, and such use shall further be in accordance with any reasonable rules, regulations, or policies applicable to the Space.
- (b) Except to post a sign with Doctor's name and the name of those other Doctors of Optometry or Ophthalmology that practice in the Space, Doctor shall make no other alterations or modifications to the

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Space or Equipment without the express written permission of US Vision, nor shall Doctor place any other signs nor use any trade names, service names, or other mark or name of US Vision or its licensor, without the express written permission of US Vision and, where applicable, its licensor.

- (c) Doctor further agrees to maintain the Equipment in good operating condition and return the Equipment to US Vision at the termination of this Agreement in good operating condition subject only to ordinary wear and tear. Subject to the foregoing, Doctor shall during the Term promptly advise US Vision of any required repairs that need to be made to the Equipment and US Vision shall take all commercially reasonable efforts to promptly make those repairs.

3. **Insurance and Indemnity:** Doctor shall maintain from reputable insurance companies in an amount of not less than \$1,000,000 per incident and \$3,000,000 aggregate for (i) Professional Liability/Malpractice Insurance, which covers Doctors optometric activities conducted at the Space and (ii) general liability insurance, which covers Doctors activities at the Space other than optometric activities, with US Vision named as an additional insured party. Doctor shall provide US Vision with proof of such insurance upon request. Doctor shall indemnify and hold US Vision harmless from and against any costs, losses, or liabilities, including costs of defense, arising out of or relating to Doctor's, or Doctor's agent's, conduct, acts, or omission relating to the use of the Space, the use of or condition of the Equipment, or the performance of optometric services.

4. **Representations:**

- (a) Doctor represents and certifies that Doctor and any other doctor that Doctor allows to use the Space or Equipment under this Agreement as Doctor's agent holds all current state licenses necessary to lawfully practice optometry in the Space. If Doctor, or any of Doctor's agents, is suspended or is subject to any disciplinary action, Doctor shall promptly give written notice of such suspension or disciplinary action to US Vision.
- (b) Doctor represents that he/she has made a business decision not to sell any optical goods, including but not limited to, eyeglasses, contact lenses, and related items, in connection with Doctor's optometry practice at the Space.
- (c) Doctor represents and acknowledges that Doctor is a licensee of US Vision and is not an employee of US Vision, and Doctor further acknowledges that this Agreement is a sublicense of a master license agreement, that Doctor has had an opportunity to review same, and that this Agreement is subject to all of the covenants, terms, conditions and other provisions of such master license agreement as it now exists and as it may hereinafter be amended without the consent of Doctor. Doctor agrees to be bound by such provisions of such master license agreement to the extent Doctor is advised of such provisions.

5. **Term of Agreement:** Unless earlier terminated pursuant to this Section 5, this Agreement shall expire on the first anniversary of the Commencement Date (the "Initial Term") and shall be automatically and repeatedly renewed for successive one year periods thereafter (each a "Subsequent Term" and together with the Initial term, the "Term") unless either party terminates this Agreement by providing the other party with its written notice of termination not less than 30 days prior to the expiration of the Initial Term or any Subsequent Term, as the case may be. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause or for any reason, by providing the other party with its written notice of termination at the address below, whereupon this Agreement shall terminate on the 30th day following the delivery of any such notice of termination. In the event of either (i) a material breach of any provision of this Agreement by one party or (ii) Doctor's engaging in any inappropriate conduct in connection with Doctor's optometry practice at the Space, the other party, as the case may be, may terminate this Agreement immediately upon written notice to the breaching party. The failure to pay the monthly License Fee when due shall be sufficient grounds to terminate this Agreement without further notice if such failure is not cured within 3 business days of US Vision's written notice of such failure to Doctor.

TEOUS:

R06/14

any dispute shall occur between US Vision and Doctor arising out of or relating to this Agreement, the termination of this Agreement by either party, or either party's conduct under this Agreement, then such dispute, controversy or claim shall be submitted to binding arbitration in Glendora, New Jersey pursuant to and in accordance with the rules and regulations of the American Arbitration Association.

- (b) This Agreement shall be interpreted in accordance with the laws of the State of New Jersey, without giving effect to the principles of conflict of laws of this or any other jurisdiction.
- (c) This Agreement contains the entire agreement of the parties and may not be amended or modified except in writing by an authorized employee of US Vision and Doctor.
- (d) Doctor may not sell, assign or transfer this Agreement, any of the Equipment, the right to use the Space, or any rights under this Agreement.
- (e) If Doctor does not vacate the Space and cease to use the Equipment upon the expiration or termination of this Agreement by either party for any reason pursuant to the terms of this Agreement, then this Agreement shall be construed as a week-to-week license at a weekly license fee equal to the monthly License Fee in effect as of the date Doctor fails to vacate the Space or cease to use the Equipment, as the case may be.

S. VISION, Inc.

VP Professional Relations
 BOX 124
 LENDORA, NJ 08029
 (856) 228-1000

VP PROFESSIONAL RELATIONS

DATE: 3/21/17

DOCTOR:

OF:

STREET:

CITY/ST:

BY:

DOCTOR'S SIGNATURE

DATE:



JCPENNEY ASSOCIATED OD'S

2018 FISCAL PAY CALENDAR

HAND TO THE DOCTOR OF OPTOMETRY

January 8, 2018

TO: ALL JCPENNEY ASSOCIATED DOCTORS

FR: MICHAEL DERENZO, SVP PROFESSIONAL RELATIONS; RANDI WOERNER, PROFESSION RELATIONS MANAGER; CRYSTAL LERRO, PROFESSIONAL RELATIONS; LAURA BOTTALICO, CREDENTIALING SPECIALIST

CC: JCP DISTRICT & REGIONAL MANAGERS

RE: JCP 2018 FISCAL CALENDAR & PAY PERIODS

Attached for your information is a packet containing the 2018 JCPenney Fiscal Pay Period Calendar showing the mid-month and end of month cut off dates. There is also a sample of how JCPenney checks are calculated and a period statement.

We have included in this packet instructions on how to set up "Direct Deposit"/ EFT (electronic funds transfer) for your payments. Instructions on how to submit these types of requests in the AR Portal are also provided. We strongly urge you to take advantage of this service as it eliminates the possibility of lost paper checks. We have also included instructions on how to utilize the JCPenney AR Portal for pay period itemization requests.

Should you have any additional questions, feel free to contact Laura Bottalico at 1-800-524-0789 ext. 8965.

FISCAL YEAR 2018 CALENDAR

FIRST QUARTER							SECOND QUARTER							THIRD QUARTER							FOURTH QUARTER										
February-2018							May-2018							August-2018							November-2018										
WK #	SUN	MON	TUE	WED	THU	FRI	SAT	WK #	SUN	MON	TUE	WED	THU	FRI	SAT	WK #	SUN	MON	TUE	WED	THU	FRI	SAT	WK #	SUN	MON	TUE	WED	THU	FRI	SAT
1	4	5	6	7	8	9	10	14	6	7	8	9	10	11	12	27	5	6	7	8	9	10	11	40	4	5	6	7	8	9	10
2	11	12	13	14	15	16	17	15	13	14	15	16	17	18	19	28	12	13	14	15	16	17	18	41	11	12	13	14	15	16	17
3	18	19	20	21	22	23	24	16	20	21	22	23	24	25	26	29	19	20	21	22	23	24	25	42	18	19	20	21	22	23	24
4	25	26	27	28	1	2	3	17	27	28	29	30	31	1	2	30	26	27	28	29	30	31	1	43	25	26	27	28	29	30	1
5	4	5	6	7	8	9	10	18	3	4	5	6	7	8	9	31	2	3	4	5	6	7	8	44	2	3	4	5	6	7	8
March-2018							June-2018							September-2018							December-2018										
WK #	SUN	MON	TUE	WED	THU	FRI	SAT	WK #	SUN	MON	TUE	WED	THU	FRI	SAT	WK #	SUN	MON	TUE	WED	THU	FRI	SAT	WK #	SUN	MON	TUE	WED	THU	FRI	SAT
6	11	12	13	14	15	16	17	19	10	11	12	13	14	15	16	32	9	10	11	12	13	14	15	45	9	10	11	12	13	14	15
7	18	19	20	21	22	23	24	20	17	18	19	20	21	22	23	33	16	17	18	19	20	21	22	46	16	17	18	19	20	21	22
8	25	26	27	28	29	30	31	21	24	25	26	27	28	29	30	34	23	24	25	26	27	28	29	47	23	24	25	26	27	28	29
9	1	2	3	4	5	6	7	22	1	2	3	4	5	6	7	35	30	1	2	3	4	5	6	48	30	31	1	2	3	4	5
April-2018							July-2018							October-2018							January-2019										
WK #	SUN	MON	TUE	WED	THU	FRI	SAT	WK #	SUN	MON	TUE	WED	THU	FRI	SAT	WK #	SUN	MON	TUE	WED	THU	FRI	SAT	WK #	SUN	MON	TUE	WED	THU	FRI	SAT
10	8	9	10	11	12	13	14	23	6	7	8	9	10	11	12	36	7	8	9	10	11	12	13	49	6	7	8	9	10	11	12
11	15	16	17	18	19	20	21	24	15	16	17	18	19	20	21	37	14	15	16	17	18	19	20	50	13	14	15	16	17	18	19
12	22	23	24	25	26	27	28	25	22	23	24	25	26	27	28	38	21	22	23	24	25	26	27	51	20	21	22	23	24	25	26
13	29	30	1	2	3	4	5	26	29	30	31	1	2	3	4	39	28	29	30	31	1	2	3	52	27	28	29	30	31	1	2
																								53							

Highlighted above = Payment Dates (checks issued Wednesday, ACH funding Thursday)

PAY PERIODS

February Mid 2/4/2018-2/17/2018	June Mid 6/8/2018-6/23/2018	Oct. Mid 10/5/2018-10/20/2018
February End 2/4/2018-3/8/2018	June End 6/8/2018-7/5/2018	Oct. End 10/5/2018-11/3/2018
March Mid 3/9/2018-3/24/2018	July Mid 7/6/2018-7/21/2018	Nov. Mid 11/4/2018-11/17/2018
March End 3/9/2018-4/5/2018	July End 7/6/2018-8/4/2018	Nov. End 11/4/2018-12/6/2018
April Mid 4/6/2018-4/21/2018	Aug. Mid 8/5/2018-8/18/2018	Dec. Mid 12/7/2018-12/22/2018
April End 4/6/2018-5/5/2018	Aug. End 8/5/2018-9/6/2018	Dec. End 12/7/2018-1/3/2019
May Mid 5/6/2018-5/19/2018	Sept. Mid 9/7/2018-9/22/2018	Jan. Mid 1/4/2019-1/19/2019
May End 5/6/2018-6/7/2018	Sept. End 9/7/2018-10/4/2018	Jan. End 1/4/2019-2/2/2019

EXAMPLE ON HOW JCP CHECKS ARE FIGURED

*Please note: last two days of a period are rolled into the next period's mid-month payment.
Please see Licensed Department Period Statement below for sales details on example.*

Example:**Mid-Month Payment:**

Sales 4/1/2016-4/16/2016	\$ 755.00
Less: 5% Holding Fee	\$ (37.75)
Total Mid Month Payment	\$ 717.25
<i>Paid on 4/20/2016</i>	

End-Month Payment:

Period Total Sales 4/1/2016-4/28/2016	\$ 1,100.00
Less: 2% Charge Fee	\$ (22.00)
Less: Mid Month Advance	\$ (717.25)
Total End Month Payment	\$ 360.75
<i>Paid on 5/4/2016</i>	

STORE 00005	LICENSED DEPARTMENT PERIOD STATEMENT					Period:
	Optometrist 1					04/01/16 - 04/28/16
	Service Code(s)	183				
		AUDITED				
	Terminal(s)					4/8/2016 8:51 AM

1	1A	2	3	4	5	6
Day	Date	Net Sales (Ttls w/o Tax)	Sales Tax	Total Sales (Col. 2 + 3)	Long / Short Cash	Net Charge Sales (w/o Sales Tax)

Fri	Apr 1 2016	100.00	0.00	100.00	0.00	100.00
Sat	Apr 2 2016	150.00	0.00	150.00	0.00	150.00
Week Total		250.00	0.00	250.00	0.00	250.00
Sun	Apr 3 2016	0.00	0.00	0.00	0.00	0.00
Mon	Apr 4 2016	65.00	0.00	65.00	0.00	65.00
Tue	Apr 5 2016	0.00	0.00	0.00	0.00	0.00
Wed	Apr 6 2016	0.00	0.00	0.00	0.00	0.00
Thu	Apr 7 2016	0.00	0.00	0.00	0.00	0.00
Fri	Apr 8 2016	100.00	0.00	100.00	0.00	100.00
Sat	Apr 9 2016	150.00	0.00	150.00	0.00	150.00
Week Total		315.00	0.00	315.00	0.00	315.00
Sun	Apr 10 2016	0.00	0.00	0.00	0.00	0.00
Mon	Apr 11 2016	0.00	0.00	0.00	0.00	0.00
Tue	Apr 12 2016	0.00	0.00	0.00	0.00	0.00
Wed	Apr 13 2016	65.00	0.00	65.00	0.00	65.00
Thu	Apr 14 2016	0.00	0.00	0.00	0.00	0.00
Fri	Apr 15 2016	125.00	0.00	125.00	0.00	125.00
Sat	Apr 16 2016	0.00	0.00	0.00	0.00	0.00
Week Total		190.00	0.00	190.00	0.00	190.00
Sun	Apr 17 2016	0.00	0.00	0.00	0.00	0.00
Mon	Apr 18 2016	100.00	0.00	100.00	0.00	100.00
Tue	Apr 19 2016	0.00	0.00	0.00	0.00	0.00
Wed	Apr 20 2016	0.00	0.00	0.00	0.00	0.00
Thu	Apr 21 2016	45.00	0.00	45.00	0.00	45.00
Fri	Apr 22 2016	0.00	0.00	0.00	0.00	0.00
Sat	Apr 23 2016	0.00	0.00	0.00	0.00	0.00
Week Total		145.00	0.00	145.00	0.00	145.00
Sun	Apr 24 2016	0.00	0.00	0.00	0.00	0.00
Mon	Apr 25 2016	100.00	0.00	100.00	0.00	100.00
Tue	Apr 26 2016	0.00	0.00	0.00	0.00	0.00
Wed	Apr 27 2016	100.00	0.00	100.00	0.00	100.00
Thu	Apr 28 2016	0.00	0.00	0.00	0.00	0.00
Week Total		200.00	0.00	200.00	0.00	200.00

PERIOD TOTAL	1,100.00	0.00	1,100.00	0.00	1,100.00
FEE %	0.0000				0.0200
FEE	0.00				22.00

From: eritterod@aol.com
To: [Admin](#)
Subject: dr. emilie ritter rx pads
Date: Friday, October 12, 2018 1:13:15 PM

I am using these until office max designer returns from vacation to customize a new pad. I have send the picture of my door with the hrs. on it as well. this for the noon meeting on Tuesday. thank you. dr. ritter

OPTICAL PRESCRIPTION

1/15

Name: _____ Date: _____

Address: _____

R_x EYEGLASSES

	SPHERE	CYLINDER	AXIS	PRISM
OD				
OS				
ADD				
ADD				

Remarks: _____

Dr. Emilie Ritter O.D.
 Exp. Date: 4400 Meadows Lane
 Las Vegas, NV 89107
 O.D. (702) 870-8212 Lic #NV0291
 Lic. # _____

ANNUAL EYE EXAM RECOMMENDED

RECOMMENDATION

- ☐ Single Vision
☐ Progressive
☐ Polycarbonate
☐ High Index
☐ Anti-Reflective
☐ High Definition
☐ SolarACTIV
☐ Sunglasses
☐ Polarized
☐ Multiple Pairs

OPTICAL PRESCRIPTION

1/15

Name: _____ Date: _____

Address: _____

R_x CONTACT LENSES

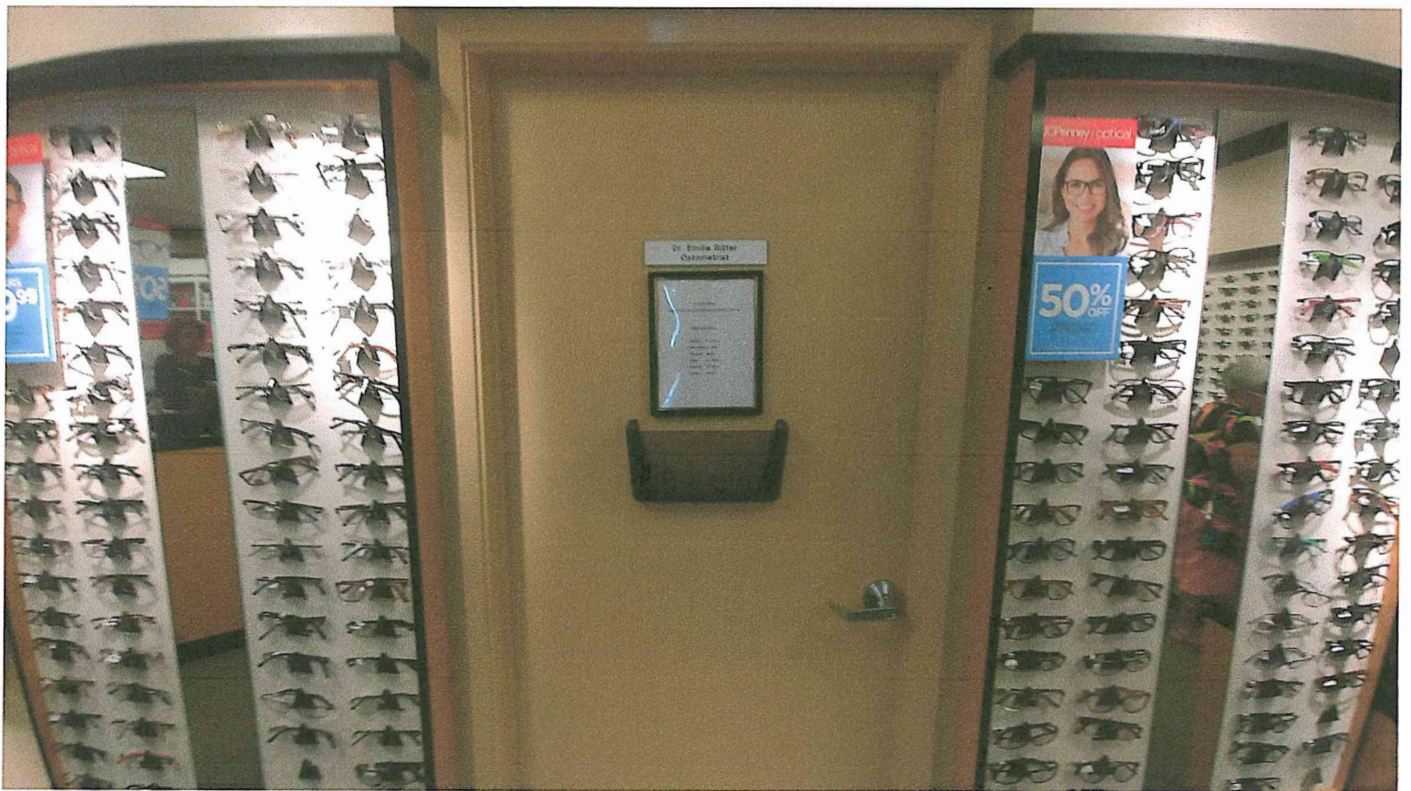
	SPHERE	CYLINDER	AXIS	DIA	BC	ADD
OD						
OS						

BRAND OD OS

Remarks: _____
 Dr. Emilie Ritter O.D.
 4400 Meadows Lane
 Exp. Date: Las Vegas, NV 89107
 O.D. (702) 870-8212 Lic #NV0291
 Lic. # _____

RECOMMENDATION

- ☐ Approved for an annual supply of contact lenses.
☐ Replace contact lenses: _____



From: eritterod@aol.com
To: [Admin](#)
Subject: dfr ritter new cl rx forms
Date: Friday, October 26, 2018 3:19:41 PM

here ls my new cl rx form. dr. ritter

OPTICAL PRESCRIPTION**1/16****Name:** _____ **Date:** _____**Address:** _____**R CONTACT LENSES**

	SPHERE	CYLINDER	AXIS	DIA	BC	ADD
OD						
OS						
BRAND						
OD						
OS						

Dr. Emilie Ritter O.D. _____
Independent Doctor of Optometry
JC Penny 4400 Meadows Lane
Las Vegas, NV 89107
702-870-1515 Lic# NV0291
Exp. Date _____

RECOMMENDATION

- ☐ Approved for an annual supply of contact lenses.
☐ Replace contact lenses:

From: eritterod@aol.com
To: [Admin](#)
Subject: Fwd: Re: Final. Dr. Ritter rx forms for your review.
Date: Saturday, October 20, 2018 11:13:56 PM
Attachments: [emilie ritter - doc.pdf](#)

From: Ods00913Cpc <Ods00913Cpc@OfficeDepot.com>
Date: Saturday, October 20, 2018
Subject: Re: Final
To: eritterod <eritterod@aol.com>

From: eritterod@aol.com <eritterod@aol.com>
Sent: Saturday, October 20, 2018 11:37 AM
To: Ods00913Cpc
Subject: Re: Final

one typo Lic. is the correct abbreviation.

-----Original Message-----

From: Ods00913Cpc <Ods00913Cpc@OfficeDepot.com>
To: eritterod@aol.com <eritterod@aol.com>
Sent: Sat, Oct 20, 2018 11:27 am
Subject: Re: Final

From: eritterod@aol.com <eritterod@aol.com>
Sent: Saturday, October 20, 2018 11:25 AM
To: Ods00913Cpc
Subject: Re: Final

-----Original Message-----

From: Ods00913Cpc <Ods00913Cpc@OfficeDepot.com>
To: eritterod@aol.com <eritterod@aol.com>
Sent: Sat, Oct 20, 2018 11:23 am
Subject: Re: Final

Okay I fixed the name, sorry about that. Also there was no example with how you want it lined up.

From: eritterod@aol.com <eritterod@aol.com>
Sent: Saturday, October 20, 2018 11:18 AM
To: Ods00913Cpc
Subject: Re: Final

no my name is spelled wrong lol... line it up like this

-----Original Message-----
From: Ods00913Cpc <Ods00913Cpc@OfficeDepot.com>
To: eritterod@aol.com <eritterod@aol.com>
Sent: Sat, Oct 20, 2018 11:02 am
Subject: Re: Final

Is this better?

From: eritterod@aol.com <eritterod@aol.com>
Sent: Saturday, October 20, 2018 10:43 AM
To: Ods00913Cpc
Subject: Re: Final

yes but make sure the lines are even on the left and not some indented. when will they be done?

-----Original Message-----
From: Ods00913Cpc <Ods00913Cpc@OfficeDepot.com>
To: eritterod@aol.com <eritterod@aol.com>
Sent: Sat, Oct 20, 2018 10:34 am
Subject: Re: Final

Hi Emilie,

Here is the file now with the added lines that you wanted. Does this work now?

From: eritterod@aol.com <eritterod@aol.com>
Sent: Friday, October 19, 2018 4:12 PM
To: Ods00913Cpc
Subject: Re: Final

please make a line next to my name so that I can sign it and under the phone number write exp.
date_____.

-----Original Message-----

From: Ods00913Cpc <Ods00913Cpc@OfficeDepot.com>

To: eritterod@aol.com <eritterod@aol.com>

Sent: Fri, Oct 19, 2018 2:39 pm

Subject: Final

Let me know how you like this so I can go ahead and print them. The glue will dry overnight and then they will be ready tomorrow afternoon. You will receive a call when they are done.

CONFIDENTIALITY NOTICE: The information contained in this email and attached document(s) may contain confidential information that is intended only for the addressee(s). If you are not the intended recipient, you are hereby advised that any disclosure, copying, distribution or the taking of any action in reliance upon the information is prohibited. If you have received this email in error, please immediately notify the sender and delete it from your system.

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THE MEADOWS S.C.

4400 Meadows Lane
Las Vegas, NV 89107

702-870-8212 (tel:702-870-8212)

Sun: 12:00PM - 4:00PM
Mon: 10:00AM - 6:00PM
Tues: 11:00AM - 7:00PM
Wed: 10:00AM - 7:00PM
Thurs: 10:00AM - 7:00PM
Fri: 10:00AM - 7:00PM
Sat: 10:00AM - 5:00PM

SCHEDULE EYE EXAM >

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AJ
co.

Roberto S. Jarama
DESIGNER

nicole by nicole keller®

Max Chaz.

LULU GUINNESS

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Eye Doctors at This Location:

Dr. Emilie Ritter



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BEFORE THE NEVADA STATE BOARD OF OPTOMETRY

Executive Director
of the
Nevada State Board of Optometry,

Complainant,

CASE NO. 18-17

vs.

ERIK BROOKER, O.D.

NOTICE OF COMPLAINT

Respondent.

_____ /

COMES NOW, Caren C. Jenkins, Executive Director of the Nevada State Board of Optometry, and, pursuant to NRS 636.295, complains of the above-named Respondent as follows:

1. I am the Executive Director of the Board of Optometry of the State of Nevada.
2. Respondent is an optometrist duly licensed in the State of Nevada, having been licensed by the Board since 2001. Respondent has no record of previous discipline.
3. In March, 2018, the State Board of Optometry received a Complaint from a member of the public alleging certain violations of the Optometry Laws, generally NRS 636 and NAC 636. A copy of the Complaint and the current file on the matter is attached hereto.
4. At its meeting on October 16, 2018, the Board found that the Complaint, without further evidence, presents just and sufficient cause for the Executive Director to conduct an investigation and bring the matter before the Board for consideration at an evidentiary hearing.
5. The Executive Director will conduct an investigation and provide a formal written Notice and Accusation (formerly termed "Complaint") to Respondent not less than 40 days

prior to the date on which the Board will consider the matter (See generally NAC 636.500-640).

6. Respondent may direct a request for hearing, in writing, to the Board within 15 days of receipt of the Notice and Accusation. If no hearing is requested, the Board may determine whether Respondent violated the Optometry Laws based on the Executive Director's Accusation and Respondent's written Answer, and any other pleadings or documents submitted for its consideration, including a proposed Stipulation for Settlement filed jointly by the Executive Director and Respondent.

7. Respondent's written Answer to the Accusation must be submitted not less than 20 days after receipt of the Accusation.

8. This matter will be set for decision at the Board's meeting on January 29, 2019 in Las Vegas, Nevada. Respondent is encouraged to attend the meeting, particularly if a hearing is held. At a hearing, Respondent may be represented by counsel (NAC 636.370), may present a defense against the allegations and may offer evidence, including documents and witness testimony.

DATED this 19th day of October, 2018.



Caren C. Jenkins, Esq.
Executive Director

AFFIDAVIT OF SERVICE

I, LAURA ADAIR, on October 22, 2018, emailed the foregoing to Respondent at this email address of record:

DRBROOKER@ADVANCEDVISIONINSTITUTE.NET

and placed the foregoing NOTICE OF COMPLAINT (18-17) into the United States mail, first class postage prepaid, into the hands of the United States Postal Service on the date listed below, addressed as follows:

Erik Brooker, O.D.

5269 S. Eastern Ave.

Las Vegas, NV 89119

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

Date: October 22, 2018

Signature: 

CMPLT
18-17

NEVADA STATE BOARD OF MEDICAL EXAMINERS

1105 Terminal Way, Suite 301
Reno, NV 89502-2144

Rachakonda D. Prabhu, M.D.
Board President



Edward O. Cousineau, J.D.
Executive Director

March 13, 2018

Mary Smith

Re: Dr. Erik Brooker

We have received your complaint; however, for the reason(s) indicated below, we either cannot investigate your complaint as stated, or we do not have jurisdiction to investigate:

- ☐ You have not identified a health care provider (a person).
- ☒ The person you identified is NOT a licensee of this Board.
- ☒ No jurisdiction. Your complaint has been forwarded to the listed agency, who we believe has jurisdiction. A copy HAS been retained by us.

Nevada State Board of Optometry, O.D.
PO BOX 1824
Carson City, NV 89702

- ☐ No jurisdiction. NRS 630 (the Medical Practice Act) does not cover (provide us with jurisdiction over) the situation you describe, and we cannot identify any agency which might have jurisdiction.
- ☐ This case has already been investigated under case #.
- ☐ We are unable to read and understand your complaint. Please resubmit a copy stating specifically what your complaint is.
- ☐ Other:

If you have any questions about this determination, please write or call at the contact information provided below. In State Toll Free: (888) 890-8210 or Out of State (775) 688-2559.

Investigations Division, Intake, Nevada State Board of Medical Examiners.

Samantha M. Hendricks

From: Samantha M. Hendricks
Sent: Tuesday, February 27, 2018 5:47 PM
To: Samantha M. Hendricks
Subject: Complaint

RECEIVED**FEB 26 2018**NEVADA STATE BOARD OF
MEDICAL EXAMINERS

Data from form "Complaint Form" was received on 2/27/2018 5:47:00 PM.

Complaint Form

Field	Value
Complainant_Name	Mary Smith
Complainant_Gender	Female
Complainant_Phone	702 395-6587
Complainant_Address	5537 North Star Way
Complainant_City	Las Vegas
Complainant_State	NV
Complainant_ZipCode	89119
Patient_Name	Mary Smith
Patient_Gender	Female
Patient_BirthDate	8/19/1975
HCPProfessional1_Name	Erik Brooker
HCPProfessional1_Address	5269 S Eastern Ave Las Vegas, NV 89119
HCPProfessional1_City	Las Vegas
HCPProfessional1_State	NV
HCPProfessional1_ZipCode	89119
HCPProfessional1_Phone	(702) 212-7755
HCPProfessional2_Name	
HCPProfessional2_Address	
HCPProfessional2_City	
HCPProfessional2_State	
HCPProfessional2_ZipCode	
HCPProfessional2_Phone	
HCPProfessional3_Name	
HCPProfessional3_Address	
HCPProfessional3_City	
HCPProfessional3_State	1 8935

Field	Value
HCPProfessional3_ZipCode	
HCPProfessional3_Phone	
Occurrence_Date	February 27 2018
Treatment_PhysicianOffice	true
PhysicianOffice_Name_Address	Erik Brooker
Treatment_Hospital	false
Hospital_Name_Address	
Treatment_OtherFacility	false
OtherFacility_Name_Address	
SecondOpinion_Obtained	No
SecondOpinion_PhysicianName	
SecondOpinion_PhysicianAddress	
SecondOpinion_Diagnosis	
Complaint_Summary	Erik Brooker, O.D. is pretending to be a LASIK surgeon. He is falsely claiming to be an MD on his website and when you call and speak with his lead tech "Dave". He states on his website the following "Our LASIK surgeon, Dr. Brooker, has extensive experience conducting research for IntraLASIK and training doctors worldwide on surgical techniques. He is passionate about sharing his expertise with patients seeking clearer vision. Dr. Brooker has even gone through the surgery himself, and after six years is still seeing better than 20/20." Dr Brooker is an optometrist, not an ophthalmologist. He is practicing without a license and falsifying his qualifications. https://advancedvisioninstitute.net/service/las-vegas-lasik/
Attestation	true
Date_Submitted	2/27/2018

Email "Complaint" originally sent to shendricks@medboard.nv.gov from shendricks@medboard.nv.gov on 2/27/2018 5:47:00 PM.

3/15/2018

Advanced Vision Institute - Dr. Eric Brooker | Optometrist Las Vegas



Superior Eye Care with a Personal Focus

At the Advanced Vision Institute we know a patient's vision is unique so we strive to provide personalized eyecare.



Optometrist Las Vegas

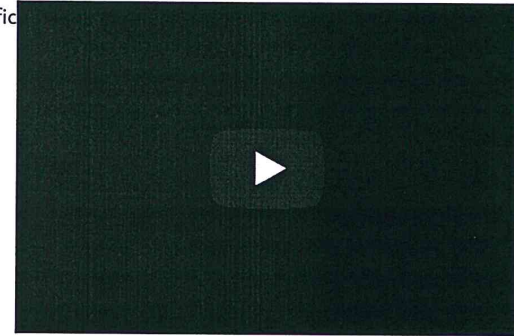
At Advanced Vision Institute, we provide the most advanced *optometrist services in Las Vegas*. Our team is focused on providing a customized experience to meet your individual eye care and vision needs.

3/15/2018

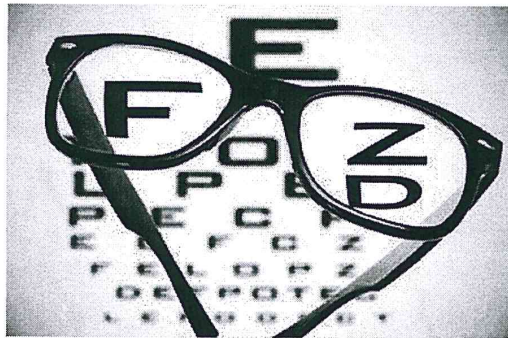
Advanced Vision Institute - Dr. Eric Brooker | Optometrist Las Vegas

Regardless of your vision needs, we provide the preventative care, maintenance, and treatment you need for your specific condition. Our suite of eye care services includes LASIK, prescription sunglasses, prescription eyeglasses, contact lens prescriptions and services, and treatments for dry eyes, red eyes and eye injuries. We are also skilled at experienced in caring for patients with cataracts and diabetes and provide vision therapy and laser vision correction evaluations to our loyal patients.

The Advanced Vision Institute is the community's most comprehensive source for vision care for the entire family. Our office utilizes the latest technologies in vision care to enhance your optical health — including alternatives to wearing prescription eye glasses or contact lenses. The Advanced Vision Institute Center is also home to Advantage Family Optical, which offers a wide selection of name brand fashion eye wear and prescription glasses.



An Optometrist You Can Trust



The Advanced Vision Institute has been serving the Las Vegas community since January 2005. Our doctors, Dr. Eric T. Brooker, O.D. and Dr. Wanwalee Charoenchote, O.D. (DR. C), are two of the best **optometrists in Las Vegas**.

Born and raised in Nevada, Dr. Brooker specializes in advanced LASIK surgery treatments along with ocular disease and specialty contact lenses. Not only does Dr. Brooker practice excellent patient care, but he also travels the world offering educational opportunities in the optometric community.

Dr. Charoenchote, also a native of Las Vegas is experienced in the treatment of glaucoma, refractive surgery management and cataract evaluation and management.

Optometrist in Las Vegas

At the Advanced Vision Institute, your vision is our primary concern. Come see us to experience the best eye care available.

Contact us today to schedule an examination.

3/15/2018

Advanced Vision Institute - Dr. Eric Brooker | Optometrist Las Vegas



3/15/2018

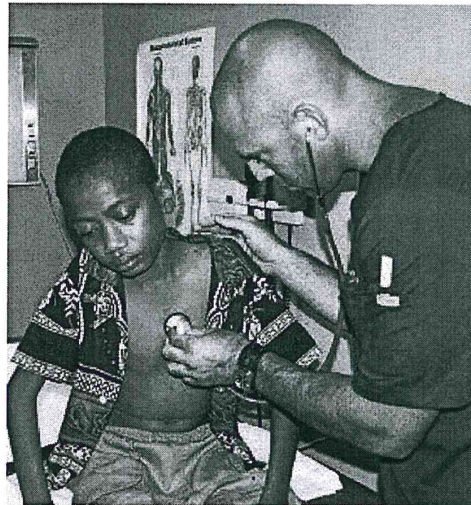
Las Vegas Eye Care Therapy | Advanced Vision Institute



Home » Services

Las Vegas Eye Care Services

Advanced Vision Institute offers complete Las Vegas eye care services. Our Optometrists are all Board Certified in the Treatment and management of Ocular Diseases. All equipment used is State of the Art Diagnostic Equipment, providing the latest technologies to serve your eye care needs. We also offer complete health checks, which includes a blood pressure assessment and diabetic retinal evaluation.



Our complete Las Vegas eye care services include:

- Pediatric Examinations, beginning at age 6mos.
- Vision Therapy as an alternative to glasses
- Laser Vision Correction Consultations and Post Operative care; just mention that you saw it on the web
- Custom LASIK
- Non-invasive topical laser vision correction
- IntraLASIK
- Emergency eye care
- Treatment of eye infections
- Red Eye Evaluations
- Diabetic Eye Exams
- Cataract Evaluation

3/15/2018

Las Vegas Eye Care Therapy | Advanced Vision Institute

- Dry Eye Treatment
- Allergies, Headaches, Infections and Blurred Vision Treatment

Contact Lenses:

- Customized visual lenses
- Disposable contacts
- Soft contact lenses
- Toric lenses
- Various colors
- Bifocal lenses

Glasses:

- Generous selection
- Designer frames
- Price sensitive frames
- Bifocals
- Trifocals
- Most glasses are same day serviced

Our team is committed to providing exceptional customer service to meet all of your Optometrist Vision Therapy needs. If a service you need, is not mentioned above please, feel free to contact our representatives for further questions. We accept most payment methods, and most insurances are accepted.

Call for more information (702) 212- 7755. We will be more than happy to assist you in finding your best personal eye care.

Types of Payment Accepted

We accept Cash, Personal Checks, Debit Card, American Express®, MasterCard®, Visa®, Discover®, and Care Credit.

Insurance Plans

We participate with VSP, Medicare, Medicaid, and Culinary, Union Insurances, Aetna, Davis Vision, Eyemed.

WE ACCEPT MOST INSURANCES SO PLEASE CALL FOR MORE INFORMATION.

3/15/2018

Las Vegas Eye Care Therapy | Advanced Vision Institute

Check with our staff if you have other types of coverage.

Languages Spoken

Our staff speaks English and Spanish.

3/15/2018

Las Vegas Lasik - Advanced Vision Institute

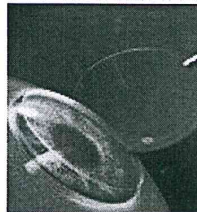
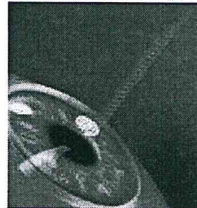
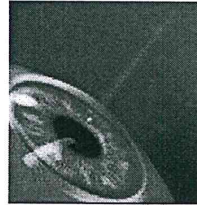


Las Vegas Lasik

Advanced Vision Institute, your source for superior eye care, is also your source for LASIK surgery. LASIK, also known as IntraLASIK or I-LASIK, is a valuable and significant breakthrough in eye care. The IntraLase laser, which is the laser commonly used in LASIK surgeries, demonstrates significant technological advancement, as it is able to generate light pulses as short as one-quadrillionth of a second.

This bladeless laser, developed by a team of physicists, biomedical engineers and ophthalmologists about 15 years ago, is far more accurate and safe than the instruments once used for LASIK surgeries. As a LASIK patient, this means that your vision correction surgery is virtually painless while being safer and more accurate than ever before.

During your *Las Vegas LASIK* surgery, your doctor will use an infrared beam of light to precisely separate tissue in a process called photodisruption. This process allows focused laser pulses to divide matter at the molecular level, without heat or impact to the surrounding tissue.



Your Las Vegas LASIK Surgery

The first step of your LASIK surgery requires the surgeon to use the laser to create a thin protective corneal flap. The surgeon then lifts the flap in order to reshape the corneal surface with the help of another laser, called the CustomVue VISX. This reshaping corrects your vision to your optimal prescription. The surgeon then repositions the protective flap, which heals into place within two minutes. From start to finish, your **Las Vegas LASIK** procedure will take no more than a few minutes!

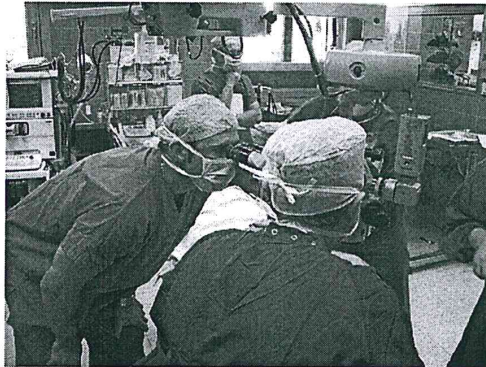
While some surgeons still use a traditional bladed LASIK approach, studies have shown that IntraLASIK procedures resulted in more patients with 20/20 vision or better than those who received a bladed surgery. And without the use of surgical blades, your LASIK procedure is also safer than ever. Plus, the IntraLASIK

3/15/2018

Las Vegas Lasik - Advanced Vision Institute

approach incorporates computer precision that allows the surgeon to obtain extremely accurate results.

In an all-laser LASIK procedure, recovery is generally quick and easy, as the laser causes very little trauma to the eye. Many of our patients see 20/20 or better as quickly as the day after their procedure.



Are You a Candidate for LASIK Surgery?

The most important component of a successful IntraLASIK procedure is a non-biased evaluation to determine whether you're a good candidate for the procedure. Your eye doctor can complete this important evaluation.

"There are so many factors to evaluate when determining if a patient is a good IntraLASIK candidate," said Dr. Brooker. "I like to check each factor carefully to make sure the procedure will be safe for my patients and allow them to achieve good results even 30 years down the line."

At Advanced Vision Institute, our experienced eye doctors have developed a specific pre-operative treatment regiment that will help you achieve better results and a quicker recovery. When it comes to selecting a LASIK doctor, experience counts.

Paying for Your LASIK Surgery

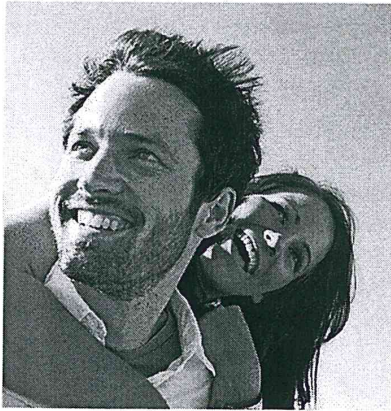
You've likely seen a number of local eye clinics touting deals and sales on LASIK surgery. These gimmicks can lead to confusion about the true cost of laser vision correction surgery. A customized procedure as advanced as IntraLASIK simply cannot be performed for \$500. Often, these "deals" are actually for procedures that use outdated technology and do not include pre- and post-operative care.

Typically, an IntraLASIK procedure will range from \$1,800 to \$2,700 per eye — or around \$5,000 per individual. This price includes all of your pre-surgery tests and evaluations as well as post-operative care and follow-up exams for one year.

If you're worried about paying for your LASIK surgery, don't! We offer financing programs that will help you obtain the vision you want sooner than you expected. Many of our patients pay as little as \$89 per month.

3/15/2018

Las Vegas Lasik - Advanced Vision Institute



When it comes to your vision, don't trust it to just anyone offering a cheap deal; advanced technology, extensive experience and superior care are imperative to a successful procedure.

Our LASIK surgeon, Dr. Brooker, has extensive experience conducting research for IntraLASIK and training doctors worldwide on surgical techniques. He is passionate about sharing his expertise with patients seeking clearer vision. Dr. Brooker has even gone through the surgery himself, and after six years is still seeing better than 20/20.

If you're ready to permanently correct your vision, give us a call today to set up a consultation and examination. Leave the blur in the past — your future is crystal clear.

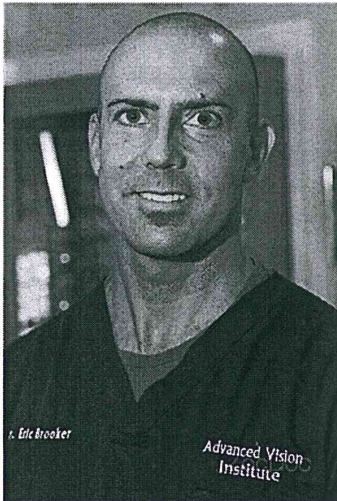
3/15/2018

About Dr. Brooker and the Advanced Vision Institute

Home » **About Us**

About Us

Eric T. Brooker, O.D., FAAO



Dr. Eric T. Brooker was born and raised in Las Vegas. He graduated from Bishop Gorman High School and received a combined academic and athletic scholarship to play soccer at Oregon State University. After suffering a leg injury during a game, Eric transferred to the University of Nevada Reno, where he graduated with honors in the field of Health Care Sciences. He then went on to pursue his passion for vision at the Southern California College of Optometry where he graduated with honors at the top of his class.

Eric T. Brooker, OD Curriculum Vitae

Publications

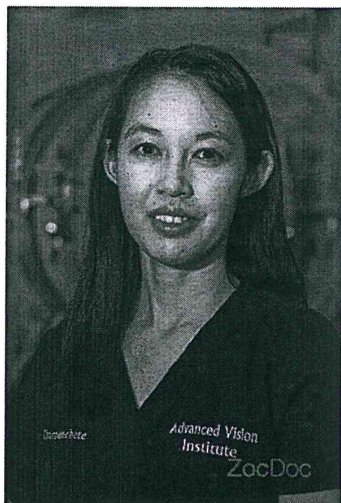
- Review Ophthalmology article ETB ARVO
- ARTICLE_-_2-22-2011_-_UV_Protection
- Progressions in Presbyopia Advanced Ocular Care Oct 2011
- HD Analyzer Advanced Ocular Care feb 2013
- ESCRS Milan 2012 Post-LASIK
- Advanced Ocular Care Cutting Edge Technology
- PostLasik scientific paper ARVO
- Visual Fields Scientific ARVO poster
- Inlays Global Outcomes Academy 2013 Poster
- Visual Field Inlays Academy 2013 Poster

3/15/2018

About Dr. Brooker and the Advanced Vision Institute

- ASCRS 2013 VF poster
 - Nvision Program
 - ARVOCME Certificate 125801AM13
 - ARVO refractive surgery session 2013 abstracts
-

Dr. Wanwalee Charoenchote



Dr. Wanwalee Charoenchote grew up in Las Vegas where she attended a local high school. She attended the University of Nevada, Las Vegas where she completed bachelor degrees in psychology and biology. She then completed her doctorate in optometry at the Illinois College of Optometry. Dr. Charoenchote is committed to her profession and believes in giving excellent care to all of her patients. She is also experienced in glaucoma, refractive surgery management and cataract evaluation and management. She also has a passion for fitting contact lenses and ensuring all of her patient's visual needs are met.

Dr. Wenshan Liu

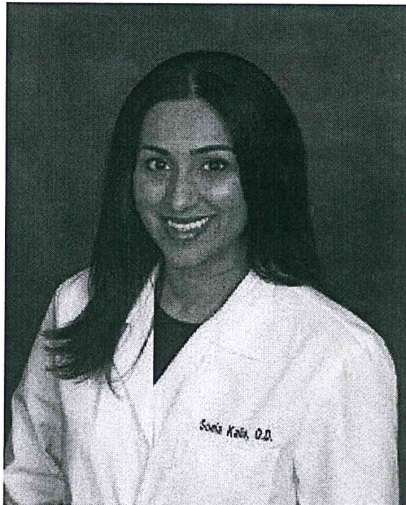
Dr. Wenshan Liu was born and raised in Taiwan. She relocated to the States to attend Eastern Kentucky University where she completed bachelor's degree in biology. Having a strong interest in health science, chemistry and physics in her undergraduate education, Dr. Wenshan Liu believes optometry is where her passion is. She then completed the doctor in optometry at UC Berkeley School of Optometry. It was not until Dr. Liu attended the optometry program when she realized she suffered from a binocular vision disorder. It is a special passion for her to ensure patients can not only see clearly but also comfortably, free of double vision, eye fatigue and headache. She is experienced in pediatric vision, binocular vision disorders, contact lens fitting, as well as cataract evaluation and management

3/15/2018

About Dr. Brooker and the Advanced Vision Institute



Dr. Sonia Kalia



Dr. Kalia specializes in primary care for all ages including pediatrics and geriatrics. She is available for routine eye exams, red eye treatment involving infection or trauma, and dry eye management. She has a special interest in contact lens fitting for astigmatism, presbyopia, and "difficult to fit eyes".

Dr. Kalia received her doctor of optometry from Illinois College of optometry in 2002 after completing her BSC in Kinesiology from Simon Fraser University.

Subject: Dr. Brooker's expired colleague's records

Liu	Wenshan	wsliuod@gmail.com	702-212-7755	878 Begier Avenue, San Leandro, CA 94577	Lic. No. 771	Issued 7/29/2013	DPA/TPA						EXPIRED	NONE	Expired12/31/2016
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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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3/15/2018

RevitalEyes Spa - Advanced Vision Institute



RevitalEyes Spa

RevitalEyes \$85 Rejuvenation Treatment

This is a deep hydration treatment designed to restore the youthful look of the skin around the eyes by reducing puffiness, dark circle formations and hydrating fine lines.

- Skin tightening hydration serum treatment to exfoliate and hydrate these areas
- Facial hydrating mist
- Eye Cloud Cool treatment
- Aroma Therapy
- Essential hydrating, collagen stimulating formula massaged around the eyes and surrounding skin

- KAMRA- Permanent Vision restoration procedure that eliminates the need for reading glasses \$4200
- LASIK- Laser Vision Correction \$3800
- ASA- Advanced Surface Laser Vision Correction \$3000



lashes.

- Lash Pre Therapy: \$50

This treatment is designed to prepare the eyelid margins and eyelashes for any desired lash treatment; artificial eyelash extensions, natural growth through Latisse therapy, tint or perm. It is a very important first step to promote and maintain healthy, strong lashes and to give longer lasting treatment results.

- Warm aroma therapy application to heat up of the stagnant oils in the glands on the eyelids.
- Manual exfoliation of the eyelid margins and eyelashes, to cleanse the eyelid margins of bacterial debris, membranes and excretions using a bactericidal solution to eliminate bacterial colonies utilizing a medical grade mytilid sponge.
- A sterile tea tree oil application is applied to prevent both bacteria and mite formation in the base of the eye lashes. This followed by a cool aroma therapy.

- Lash Perm \$65
- Lash tint \$35

brows.

- Eyebrow contour \$25 (wax method)
- Eyebrow Tint \$20

lashes.

- | lash enhancements |



natural.

\$180

Package Includes:

- Consultation
- Pre-treatment
- Latisse Prescription
- Follow Up Evaluation
- Result Assessment



instant.

Medical Grade Eyelash Extensions

Classic Eyelash Extensions: \$150

Level 1 Fill (2-3 weeks): \$65

Level 2 Fill Set (3-4 weeks): \$85

Volume Eyelash Extensions: \$250

Level 1 Fill (2-3 weeks): \$90

Level 2 Fill (3-4 weeks): \$120



3/15/2018

Advanced Vision Institute - Dr. Eric Brooker | Optometrist Las Vegas



3/15/2018

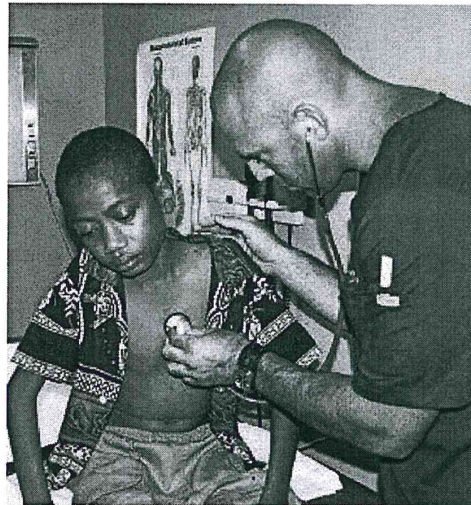
Las Vegas Eye Care Therapy | Advanced Vision Institute



Home » Services

Las Vegas Eye Care Services

Advanced Vision Institute offers complete Las Vegas eye care services. Our Optometrists are all Board Certified in the Treatment and management of Ocular Diseases. All equipment used is State of the Art Diagnostic Equipment, providing the latest technologies to serve your eye care needs. We also offer complete health checks, which includes a blood pressure assessment and diabetic retinal evaluation.



Our complete Las Vegas eye care services include:

- Pediatric Examinations, beginning at age 6mos.
- Vision Therapy as an alternative to glasses
- Laser Vision Correction Consultations and Post Operative care; just mention that you saw it on the web
- Custom LASIK
- Non-invasive topical laser vision correction
- IntraLASIK
- Emergency eye care
- Treatment of eye infections
- Red Eye Evaluations
- Diabetic Eye Exams
- Cataract Evaluation

3/15/2018

Las Vegas Eye Care Therapy | Advanced Vision Institute

- Dry Eye Treatment
- Allergies, Headaches, Infections and Blurred Vision Treatment

Contact Lenses:

- Customized visual lenses
- Disposable contacts
- Soft contact lenses
- Toric lenses
- Various colors
- Bifocal lenses

Glasses:

- Generous selection
- Designer frames
- Price sensitive frames
- Bifocals
- Trifocals
- Most glasses are same day serviced

Our team is committed to providing exceptional customer service to meet all of your Optometrist Vision Therapy needs. If a service you need, is not mentioned above please, feel free to contact our representatives for further questions. We accept most payment methods, and most insurances are accepted.

Call for more information (702) 212- 7755. We will be more than happy to assist you in finding your best personal eye care.

Types of Payment Accepted

We accept Cash, Personal Checks, Debit Card, American Express®, MasterCard®, Visa®, Discover®, and Care Credit.

Insurance Plans

We participate with VSP, Medicare, Medicaid, and Culinary, Union Insurances, Aetna, Davis Vision, Eyemed.

WE ACCEPT MOST INSURANCES SO PLEASE CALL FOR MORE INFORMATION.

3/15/2018

Las Vegas Eye Care Therapy | Advanced Vision Institute

Check with our staff if you have other types of coverage.

Languages Spoken

Our staff speaks English and Spanish.

BEFORE THE BOARD OF OPTOMETRY

STATE OF NEVADA

CAREN C. JENKINS, ESQ., Executive
Director, BOARD OF OPTOMETRY,
STATE OF NEVADA,

Complaint No.: 19-01

Petitioner,

vs.

ERIN O'BRIEN, O.D., License No. 752, and
MARK PELLER, O.D., License No. 928,
individually and as her employer.

Respondents.

**ACCUSATION AND
NOTICE OF HEARING**

The BOARD OF OPTOMETRY OF THE STATE OF NEVADA ("Board"), by and through its Executive Director, CAREN C. JENKINS, ESQ., hereby notifies RESPONDENTS ERIN O'BRIEN, O.D., License No. 752, and MARK PELLER, O.D., License No. 928, (collectively "RESPONDENTS") of an administrative hearing before the STATE OF NEVADA BOARD OF OPTOMETRY ("Board"), which hearing will be held pursuant to Chapters 233B and Chapter 636 of the Nevada Revised Statutes ("NRS") and Chapter 636 of the Nevada Administrative Code ("NAC"). The purpose of the hearing is to consider the allegations stated below and to determine if RESPONDENTS, or any of them, should be subject to an administrative penalty as set forth in NRS 636.130, NRS 636.145 and/or NRS 636.420, and the discipline to be imposed, if violations of law are proven.

JURISDICTION

RESPONDENTS were at all relevant times mentioned in this Complaint licensed by the Board as Optometrists: Dr. O'Brien was issued License Number 752 on January 31, 2013 and Dr. Peller was issued License No. 928 on June 20, 2017; and, therefore, both are subject to the jurisdiction of the Board and the provisions of NRS Chapter 636 and NAC Chapter 636.

PROCEDURAL HISTORY

1 1. On or about March 5, 2018, the Board received an anonymous Complaint
2 regarding Licensee Erin O'Brien, O.D. (the O'Brien Complaint) and more particularly the
3 configuration of her place of business inside a Nationwide Vision Center in Las Vegas,
4 Nevada. The Complaint also alleged violations of NRS 636 and NAC 636 by her employer,
5 then thought to be Nationwide Vision Center.

6 2. On October 16, 2018, the O' Brien Complaint was brought before the Board of
7 Optometry at its regularly scheduled meeting. Based on the allegations and information in the
8 Complaint itself, the Board determined that just and sufficient cause existed to investigate the
9 allegations and hold a hearing on the evidence to determine whether any violations of NRS
10 Chapter 636 or NAC Chapter 636 were present. Shortly thereafter, Respondent O'Brien was
11 served a Notice of Complaint and Hearing.

12 3. The Executive Director of the Board undertook an investigation consisting of a
13 site visit to Respondents' place of business, telephonic and e-mail correspondence, internet
14 searches and other methods, and now provides Respondents with this formal Accusation and
15 Notice of Hearing in preparation for the January 29, 2019 evidentiary hearing on the actions
16 alleged herein.

17 4. On or about October 22, 2018, the Board mailed Dr. O'Brien a formal notice
18 indicating her actions were the subject of a Complaint and placed her on notice of the hearing
19 scheduled for November 29, 2019.

20 5. On behalf of Dr. O'Brien and her employer, Mark Peller, O.D. as well as Dr.
21 Peller's company, Mark Peller, O.D. and Associates, dba Nationwide Optometry of Nevada,
22 and other entities related to the optometric practices at the Nevada Nationwide Vision
23 Centers, Mr. Jonathan Petrakis, Esq. of Duane Morris Law Firm engaged in voluntary
24 discussions and sharing of information with the Executive Director. Those cooperative
25 discussions continued throughout October, November and December 2018, and well into
26 January 2019. Dr. Peller was, at all relevant times, on notice that, as Dr. O'Brien's employer,
27 and as an agent/employee/contractor of Nationwide Vision, Inc., that his acts as a Nevada
28 licensed optometrist were under scrutiny by the Board, despite the lack of service of a formal

1 notice to him personally. The Executive Director and Dr. O'Brien both provided copies of the
2 notice to Dr. Peller through his counsel, Mr. Petrakis, soon after the October Board meeting.

3 **FACTUAL ALLEGATIONS**

4 **Practice Location Physical Layout** NAC 636.115, NAC 636.130, NAC 636.210, NAC
5 636.240, NAC 636.250

6 6. On or about July 2, 2018, Respondent O'Brien began practicing as an
7 employee of Mark Peller, O.D. and Associates, a professional entity owned by Respondent
8 Peller, within the Nationwide Vision Center location at 7361 W Lake Mead Blvd Ste 104 Las
9 Vegas, NV 89128. Dr. Peller is a Nevada licensed optometrist who, through Mark Peller O.D.
10 and Associates, PC, hires and places optometrist employees inside certain retail optical
11 locations in southern Nevada operated as Nationwide Vision Centers. NAC 636.210(4) holds
12 Dr. Peller responsible for the acts of his optometrist employees.

13 7. The Executive Director made an investigative visit to the Respondents' practice
14 location, where Respondent O'Brien cooperated fully. Dr. O'Brien showed the Executive
15 Director her examination room and the methods in place to store digital medical records on a
16 computer as well as her paper patient records in a file cabinet, both inside the optometric
17 exam room.

18 8. She explained that when a patient enters the retail store for an eye exam, the
19 optical front desk personnel greet the patient and direct the patient to wait in one of several
20 chairs outside the exam room in the optical dispensary. Dr. O'Brien then greets the patient
21 and leads the patient into the exam room. She conducts the eye exam and then ushers the
22 patient back into the optical space to the sole reception desk, staffed by an assistant. The
23 Executive Director understood that the assistants at both computers were employed by
24 Nationwide Vision Center - not by Dr. Peller or Dr. O'Brien.

25 9. The reception desk is located at the interior rear of the retail optical dispensary,
26 and is shared by the optometry and optical operations. The desk houses two computers
27 separated by approximately 3 feet of counter space. Optometry patients are helped by an
28

1 assistant who completes the patient's file on the optometry computer, and collects any fees
2 due for the exam.

3 10. If a prescription is indicated, the assistant asks whether the patient wishes to fill
4 the prescription at Nationwide Vision Center, and the optometry assistant then either sends
5 the prescription to the optical business' neighboring computer or prints it for the patient.

6 11. During the site visit, the Executive Director confirmed that the exterior door to
7 the Nationwide Vision Center bore Dr. O'Brien's name and professional designation, Mark
8 Peller, O.D. & Associates, as well as hours of operation, in compliance with NAC 636.130.
9 The interior door to the examination room also bore her name and professional designation.

10 12. Shortly after the location opened in July 2018, the Executive Director became
11 aware informally that the door lettering on the Nationwide Vision Center exterior door did not
12 comply with NAC 636.115, NAC 636.130, and NAC 636.210. The Executive Director
13 informally telephoned Dr. O'Brien, who implemented appropriate changes to the signage
14 nearly immediately.

15
16 **Advertising** NRS 636.300(2), NAC 636.130, NAC 636.140, NAC 636.142, NAC 636.145,
17 NAC 636.150, NAC 636.215, NAC 636.230, NAC 636.302,
18

19 13. Between approximately October 13, 2017 and January 11, 2018, Respondent
20 Mark Peller, O.D. and a colleague, Dustin Vermeulen, O.D., both Nevada licensed
21 optometrists, assisted "Nationwide Vision" to advertise positions for optometrist employment in
22 Las Vegas through the Nevada Optometric Association ("NOA") website.

23 14. Dr. Peller registered the fictitious firm name of Nationwide Optometry of Nevada
24 with Clark County sometime after December 20, 2017, and submitted that registration to the
25 Board. The Board of Optometry issued a certificate of registration of fictitious name to Dr.
26 Peller on December 27, 2017 for Nationwide Optometry of Nevada. To date, the Board has
27 not been requested to issue Dr. Peller a certificate to use "Nationwide Vision," or any other
28 fictitious name pursuant to NAC 636.215.

1 15. Nationwide Vision is the standard nickname for Nationwide Vision
2 Centers, Inc., a Nevada registered foreign corporation, on its website at
3 www.nationwidevision.com and in general parlance. In fact, the red logo for
4 Nationwide Vision Centers on the Nationwide Vision website and the URL itself bear
5 only the first two words of the corporation's actual name.

6 16. NRS 636.302 prohibits an optometrist to publish directly or indirectly, any
7 false, fraudulent or misleading statement as to optometric or services; however, the
8 Nationwide Vision website's link to "Comprehensive Eye Exams" does not indicate the
9 name of any Nevada licensed optometrist, though its list of locations indicates two
10 locations in Las Vegas. Respondents are advertising indirectly via Nationwide Vision's
11 website, including the "make an appointment" link and telephone number, without
12 including a Nevada licensee's name and professional designation in violation of NAC
13 636.130, 636.140, NAC 636.142 and NAC 636.145.

14 17. In the NOA employment advertisements, the term "Nationwide Vision"
15 appears to refer to Nationwide Vision Centers, Inc., the entity with which Dr. Peller's
16 professional entity has a leasing arrangement for his optometrist employees to practice
17 within the Nationwide Vision Centers' retail locations in Clark County.

18 18. Further, Mark Peller serves and receives remuneration for acting as
19 Nationwide Vision Centers, Inc.'s Director of Professional Relations. He also is owner
20 and President of Mark Peller, O.D. and Associates, d/b/a Nationwide Optometry of
21 Nevada. However, the advertisement indicated that Nationwide Vision sought to hire
22 optometrists as employees, with no mention of Dr. Peller's Nevada professional entity.

23 19. The name Las Vegas Vision Centers, with the first letter of each word
24 capitalized, appears on the Nationwide Vision website as the entity that provides
25 comprehensive eye examinations at the Nationwide Vision Center locations in southern
26 Nevada, though no fictitious business name has been issued for the use of that name,
27 the name of no Nevada licensed optometrist appears.

28

1 20. NAC 636.250 states that a licensee who locates his or her office in a part of a
2 building where a person who is not licensed must construct and maintain a partition or wall to
3 ensure a clear separation between his or her office and the business of the person who is not
4 licensed.

5 21. NAC 636.130 requires the posting of a sign with the licensee's name and
6 professional designation, as well as hours of operation.

7 22. The complaint alleges that Respondent's physical layout within Nationwide
8 Vision Center does not meet the requirements of the statute, despite that Respondent's
9 subleased space is separated from the optical dispensary by a solid wall with a door.

10
11 **Operational Control and Protection of Patient Information**
12 **NAC 636.240, 45 CFR 164.502(e)**

13 23. NAC 636.240 provides that an agreement between a licensee and a person
14 who is not licensed must not: authorize the unlicensed person to exercise control over the
15 operation of the licensee's practice or his or her employees, have access to the medical
16 records of the licensee's patients, authorize the licensee to locate his or her office in a part of
17 the building where the unlicensed person conducts business without providing a clear
18 separation between the licensee's office and the unlicensed person's business, and prohibit
19 the licensee from having access to his or her office, equipment or records at any time.

20 24. The Complaint alleges that Respondents lease a small space from Nationwide
21 Vision Center. The optical dispensary is the main portion of the storefront, but Respondents
22 sub-lease an examination room -- one room with a door; however, all other optometry office
23 business is conducted within the dispensary used by Nationwide Vision.

24 25. From patient intake until patient payment, Nationwide Vision employees
25 perform all tasks except the actual optometric examination. Nationwide Vision employees
26 have full access to Respondents' patients' medical records, maintain Respondents'
27 appointment schedule, look up patient insurance information for the exam, manage patient
28

1 intake paperwork, and handle patient billing, and collect examination fees.

2 26. Respondent keeps paper medical records in a filing cabinet in the exam room,
3 and enters other information into the computer in the exam room. Some of Respondent's
4 records (copies of prescriptions, insurance information, and other protected health
5 information) are kept on the computer in the dispensing area.

6 27. A central aspect of the federal HIPAA Privacy Rule is the principle of "minimum
7 necessary" use and disclosure. A health care provider must make reasonable efforts to use,
8 disclose, and request only the minimum amount of protected health information needed to
9 accomplish the intended purpose of the use, disclosure, or request. It must develop and
10 implement policies and procedures to reasonably limit uses and disclosures to the minimum
11 necessary. When the minimum necessary standard applies to a use or disclosure, a covered
12 entity may not use, disclose, or request the entire medical record for a particular purpose,
13 unless it can specifically justify the whole record as the amount reasonably needed for the
14 purpose.
15

16 28. The federal HIPAA law protects private patient information from disclosure. A
17 health care practitioner is permitted to disclose patient medical records to a business
18 associate solely for completing the business associates' contracted-for services. However,
19 once the business associate obtains protected health information, it may not use the
20 information for other purposes, including for marketing.
21

22 29. Under HIPAA, "marketing" is defined as any communication about a product or
23 service that encourages recipients to purchase or use the product or service. Marketing also
24 is an arrangement between a covered entity (here, the optometrist) and any other entity
25 whereby the covered entity discloses protected health information, in exchange for direct or
26 indirect remuneration, for the other entity to communicate about its own products or services
27 encouraging the use or purchase of those products or services. A covered entity must obtain
28

1 an authorization to use or disclose protected health information for marketing, except for
2 face-to-face marketing communications between the covered entity and an individual,

3 30. Because Nationwide Vision answers telephones, maintains the doctors'
4 appointment schedule and files, and handles prescriptions, the patient information and exam
5 history must appear in a computer system accessible to the Nationwide Vision. This patient
6 information is being used against HIPAA rules. Nationwide enters patient information into
7 vision insurance websites, and determines whether the patient has benefits available for use.
8 In essence, Respondents have relinquished some or all of their operational control to
9 Nationwide Vision.
10

11 VIOLATIONS

12 These violations, if proven, subject Respondent to disciplinary action:

13
14 1. Respondent violated HIPAA 45 CFR 164.502(e) by utilizing business
15 associates for optometry-related business tasks and failing to comport with the requirements
16 for patient privacy. Respondent engaged in unprofessional conduct by failing to properly
17 apply federal and state statutes relating to the protection of patient medical records.

18 2. Respondents violated NRS 636.372 by failing to maintain the proper physical
19 separation from a business from which they leased space.
20

21 3. Respondents violated NAC 636.240 by allowing an unlicensed entity to invade
22 their operational control and independence.

23 4. Respondents engaged in unprofessional or unethical conduct pursuant to NRS
24 636.300 by associating as optometrists with a person, firm or corporation violating NRS
25 Chapter 636.

26 5. Respondents violated NRS 636.302 by advertising in any manner that will tend
27 to deceive, defraud or mislead the public.
28

1 6. NAC 636.230 states that any failure of a licensee to comply with any provision
2 of NRS or NAC related to the practice of optometry constitutes unprofessional conduct.

3 **DISCIPLINE AUTHORIZED**

4 Pursuant to NRS 636.130 and NRS 636.420, if a violation of a statute or regulation is
5 found, the Board is empowered to impose an administrative fine of not less than \$100 nor
6 more than \$5,000 against Respondent and further to suspend, revoke or place conditions on
7 the license of Respondent.

8 Additionally, under NRS Chapter 622.400, the Board is authorized to impose the costs
9 of the proceeding upon Respondent, including investigative costs and attorney's fees, if the
10 Board otherwise imposes discipline on Respondent.

11 Therefore, the Executive Director requests that the Board take such disciplinary action
12 as it deems appropriate under the circumstances.
13
14
15

16 **NOTICE OF HEARING**

17
18 **PLEASE TAKE NOTICE** that a disciplinary hearing has been set to consider the
19 Complaint against the above-named Respondent in accordance with Chapters 233B and
20 Chapter 636 of the Nevada Revised Statutes and Chapter 636 of the Nevada Administrative
21 Code.

22 **THE HEARING WILL TAKE PLACE at the Board's regular meeting on January**
23 **29, 2019, commencing at 9:00 a.m., or as soon thereafter as the Board is able to hear**
24 **the matter. The Board meeting will be held at the Grant Sawyer State Office Bldg.,**
located at 555 E. Washington Ave., Suite 5100, Las Vegas, Nevada.

25 **STACKED CALENDAR:** Your hearing is one of several hearings scheduled at
26 the same time as part of a regular meeting of the Board. It is your responsibility to be
27 present when your case is called. If you are not present when your hearing is called, a
28 default may be entered against you, and the Board may decide the case as if all

1 **allegations in the Complaint were true. If you have any questions, please call Caren C.**
2 **Jenkins at 775-883-8367 before the meeting date.**

3 YOUR RIGHTS AT THE HEARING: the hearing is an open meeting under Nevada's
4 Open Meeting Law, and the public may attend. After the evidence and arguments, the Board
5 will discuss your alleged misconduct. A verbatim record will be made either by a recording or
6 by a certified court reporter. You may request a copy of the transcript of the meeting,
although you must pay the cost of the transcription.

7 As the Respondent, this notice specifically informs you that have the right to appear
8 and be heard in your defense, either personally or through your counsel of choice. At the
9 hearing, the Board has the burden of proving the allegations in the Complaint and will call
10 witnesses and present evidence against you. You have the right to respond and to present
11 relevant evidence and argument on all issues involved. You have the right to call and
examine witnesses, introduce exhibits, and cross-examine opposing witnesses on any matter
relevant to the issues involved.

12 You have the right to request that the Board issue subpoenas to compel witnesses to
13 testify and/or to provide evidence to be offered on your behalf. In making the request, you
14 may be required to demonstrate the relevance of the witnesses' testimony and/or evidence.
15 Other important rights you have are outlined in NRS 636, NRS 233B, and NAC 636.

16 The purpose of the hearing is to determine if the Respondent has violated NRS 636
17 and/or NAC 636, and if the allegations contained herein are substantially proven by
18 the evidence presented, to further determine what administrative penalty is to be assessed
19 against the Respondent, if any, pursuant to NRS 636.

20 DATED this 7th day of January, 2019.

21
22 State of Nevada
23 Board of Optometry

24
25 By: 
26 CAREN C. JENKINS, ESQ., Executive Director
27 P.O. Box 1824
28 Carson City NV 89702
Telephone: (775) 883-8367

AFFIDAVIT OF SERVICE

I, LAURA ADAIR, on January 7, 2019, emailed the foregoing to Jonathan Petrakis, for Respondent Mark Peller, O.D. at this email address of record:

Jpetrakis@duanemorris.com

and placed the foregoing ACCUSATION AND NOTICE OF HEARING (19-01) into the United States mail, first class postage prepaid, into the hands of the United States Postal Service on the date listed below, addressed as follows:

Jonathan Petrakis

Duane Morris LLP

30 S. 17th Street

Philadelphia, PA 19103-4196

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

Date: January 7, 2019

Signature: 

3/22/2018

Nevada Optometric Association

Posted 02/26/2018

Expires 12/31/2018

Contact Information

Contact Name: Dr. Cody Bengoa

City: Winnemucca

State: NV

Home Phone: 775-625-3937

Website (<http://www.BengoaEyeCare.com>)Email: cbengoa@bengoaeyecare.com (<mailto:cbengoa@bengoaeyecare.com>)**Nationwide Vision is looking for ODs to fill state of the art brand new locations in Las Vegas**

Nationwide Vision is currently accepting applications for OD positions in Las Vegas. Each one of these positions provides unique settings that allow optometrists to practice to the full scope of optometry that is allowed by Nevada law. We are seeking highly motivated OD's with comfort in treating anterior segment disorders, Diabetic eye exams, comprehensive eye exams for contact lenses and eyeglasses. We offer a high guaranteed wage plus a generous bonus structure and a very attractive benefits package including Medical, Dental, vacation days, personal days, 6 paid holidays, CE days, 401K plan, Life insurance, etc. We have a full staff and an Optometric Tech who will do all the Pre-tests for you. All of our offices use EHRs. All of our offices have brand new equipment. All inquiries are confidential. Please call Mark Peller, O.D. @ 602-524-4397 or Dustin Vermeulen, O.D. @ 480-695-7384 or email curriculum vitae to Dr. Peller @ mark.peller@nationwidevision.com. New Graduates Welcomed!

Nationwide Vision is the largest provider of EyeCare in the state of Arizona and has expanded to Nevada and Florida. Please check out our website at www.nationwidevision.com

— Collapse

Posted 02/15/2018

Expires 12/31/2018

Contact Information

Contact Name: Dustin Vermeulen, O.D.

City: Las Vegas

State: NV

Work Phone: 480-695-7384

Email: dr.dustin.vermeulen@nationwidevision.com (<mailto:dr.dustin.vermeulen@nationwidevision.com>)**Part time or Full Time Optometrist Position**

We are looking for an optometrist to join our team in a private practice environment. The position is flexible, so full time or part time schedules a...

+ Read More

Posted 02/14/2018

Expires 05/15/2018

Contact Information

Contact Name: stephanie Lee

City: las vegas

From: [Terri Ogden](#)
To: [Caren Jenkins](#)
Subject: Re: Nationwide employment ads?
Date: Wednesday, October 17, 2018 11:08:44 AM
Attachments: [Screen Shot 2018-10-17 at 11:07 AM.png](#)
[Screen Shot 2018-10-17 at 11:07 AM.png](#)
[Screen Shot 2018-10-17 at 11:07 AM.png](#)
[Nationwide Vision is looking for ODs to fill state of the art locations in Las Vegas.docx](#)

So attached is what I was able to find on the NOA website as far as Nationwide employment ads. The first ad was archived so I copied and pasted it into Word. The second ad is still live.

These ads look to have been submitted directly to the website and were not reviewed before going live. I have since changed this feature and now will be reviewing before allowing any submission to go live on the NOA site.

Career	Nationwide Vision is looking for ODs	10/13/17-01/11/18	Nationwide Vision is looking for ODs to fill state of the art locations in Las Vegas	  
Career	Nationwide Optometry of Nevada is looking for ODs to fill state of the art brand new locations in Las Vegas	04/18/18-12/31/18	Nationw... Nationwide Optometry of Nevada is currently accepting applications for OD positions in Las Vegas. Ea...	  

Nationwide Optometry of Nevada is looking for ODs to fill state of the art brand new locations in Las Vegas

Nationwide Optometry of Nevada is currently accepting applications for OD positions in Las Vegas. Each one of these positions provides unique settings that allow optometrists to practice to the full scope of optometry that is allowed by Nevada law. We are seeking highly motivated OD's with comfort in treating anterior segment disorders, Diabetic eye exams, comprehensive eye exams for contact lenses and eyeglasses. We offer a high guaranteed wage plus a generous bonus structure and a very attractive benefits package including Medical, Dental, vacation days, personal days, 6 paid holidays, CE days, 401K plan, Life insurance, etc. We have a full staff and an Optometric Tech who will do all the Pre-tests for you. All of our offices use EHRs. All of our offices have brand new equipment.

All inquiries are confidential. Please call Mark Peller, O.D. @ 602-524-4397or Dustin Vermeulen, O.D. @ 480-695-7384 or email curriculum vitae to Dr. Peller @ mpeller@cox.net

New Graduates Welcomed!

 Collapse

Posted 04/18/2018
 Expires 12/31/2018

Contact Information

Contact Name: Dustin Vermeulen, O.D.
 City: Las Vegas
 State: NV
 Work Phone: 480-695-7384
 Email: dr.dustin.vermeulen@nationwidevision.com

Regards,
 Terri

Terri Ogden
 Executive Director



Nevada Optometric Association
 1344 Disc Drive #185
 Sparks, NV 89436-0684
terri@nvoptometric.com
 (702) 220-7444
nvoptometric.com

On Oct 12, 2018, at 10:25 AM, Caren Jenkins <cjenkins@nvoptometry.org> wrote:

No rush!!!!

On Oct 12, 2018, at 10:19 AM, Terri Ogden <terri@nvoptometric.com> wrote:

Hi Caren,
 I'm at GWCO right now in meetings but I will look at the ads once I have a break and send to you.

Regards,
 Terri



Terri Ogden
 Executive Director
 Nevada Optometric Association
terri@nvoptometric.com
 (702) 220-7444
www.nvoptometric.com

On Oct 12, 2018, at 8:53 AM, Caren Jenkins <cjenkins@nvoptometry.org> wrote:

May I request a copy of each advertisement for optometrists that Nationwide has placed for publication on your website? If you have any solicitations by letter or other means, I would appreciate receiving a copy of those as well.

Hope you're still having fun!

Caren

PS – Our BDR is almost finished being drafted. As soon as it is, I'll let you know.

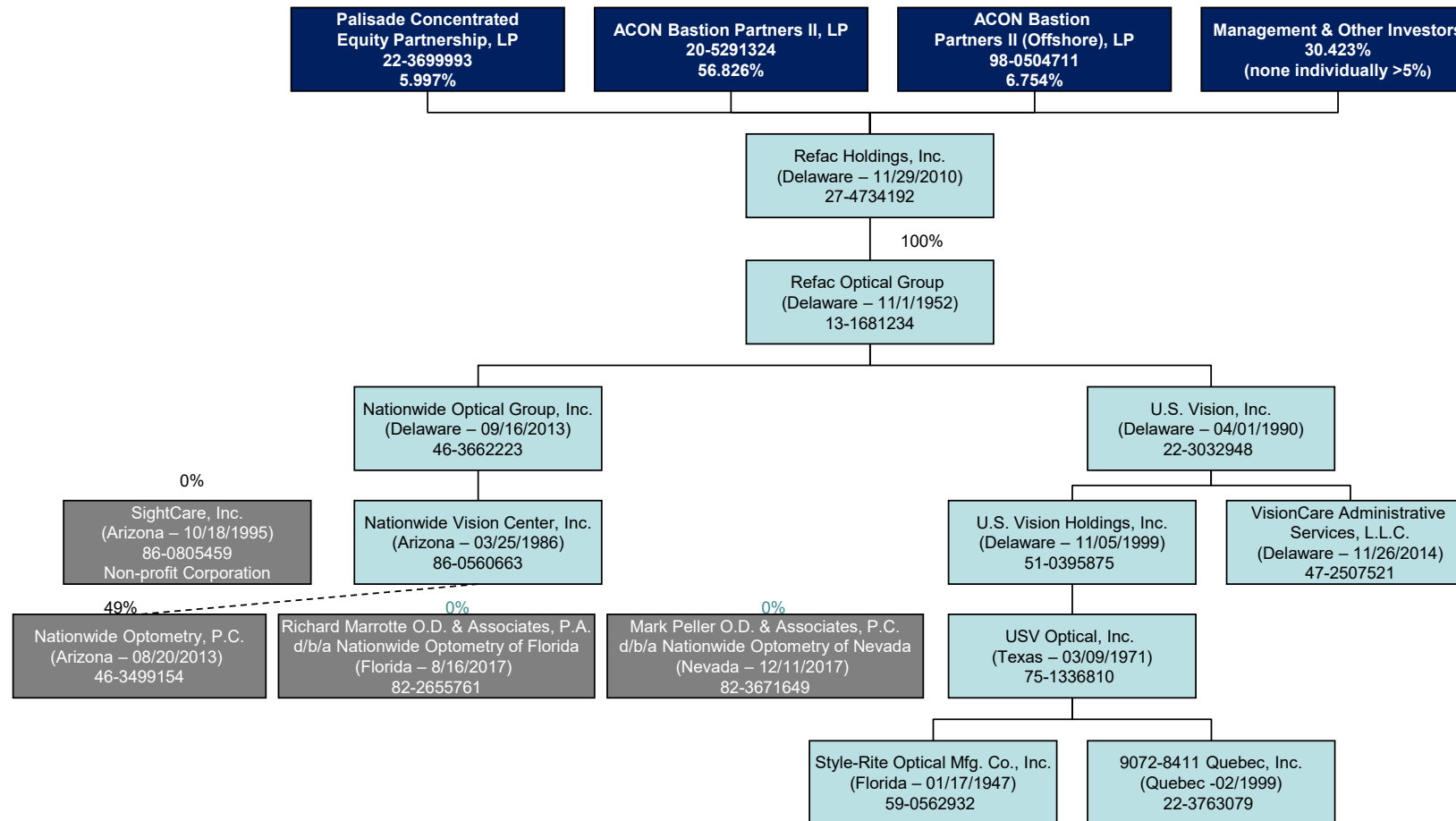
Caren C. Jenkins, Esq.
Executive Director

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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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.

Refac Holdings, Inc. Organizational Chart

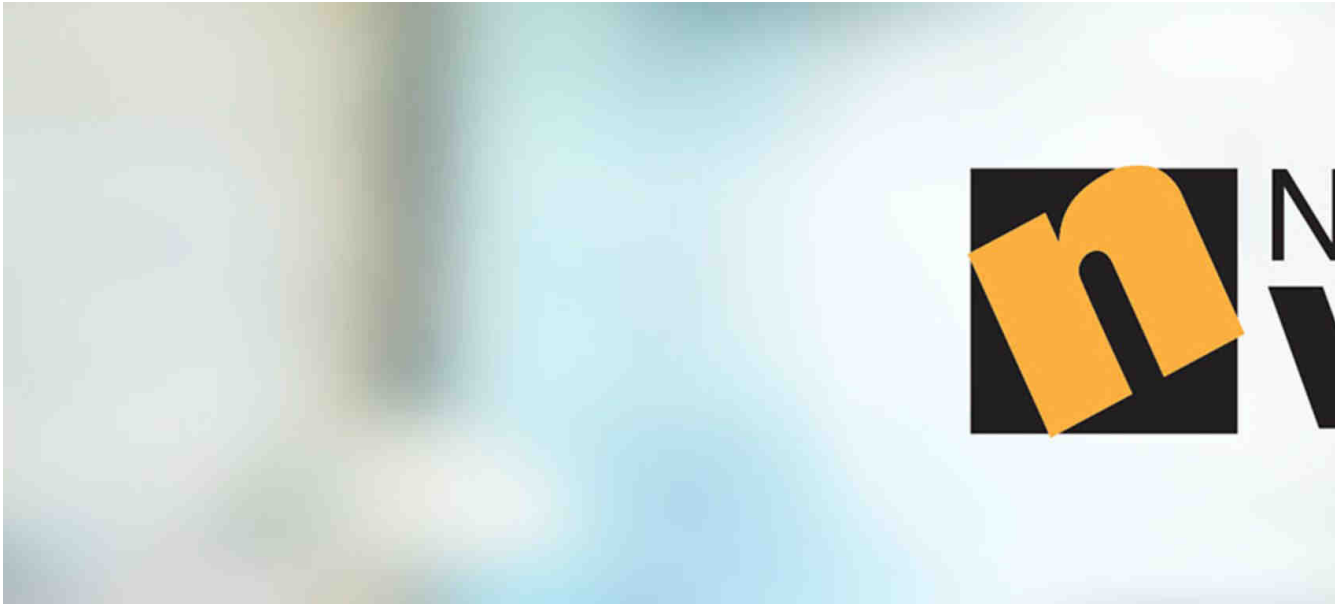


Note: All entities are C-Corps unless otherwise noted



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About Us

At Nationwide, we enjoy the ability to give you the same personalized attention as a small, privately owned company, but we also match the convenience and prices of a large chain.

We have 82 retail eye care locations throughout [Arizona](#), [Florida](#) and [Nevada](#) to ensure you won't have to drive far to come see us.

You'll also have peace of mind in knowing that our frame selection can't be beat. We have more than [1,200 different eyeglass frames](#) from the most fashionable brands around. We also offer a comprehensive selection of contact lenses to maximize your comfort.

Comprehensive Eye Care Services

Furthermore, our full-service offerings range from routine eye exams to treatment of more complex eye issues. We offer and encourage [comprehensive eye exams](#) to check for eye conditions such as diabetes-related disorders, glaucoma and cataracts. We treat these more serious issues at our three Arizona medical offices, so you can feel safe knowing we are with you every step of the way.

Surgical Eye Care Centers

If you need corrective eye surgery, our Arizona Laser center can provide these services as well. Having performed more than 35,000 LASIK procedures, our Laser & Medical Eye Centers additionally offer Implantable Contact Lenses, Intraocular Lenses, cataract removal and pterygium treatment. Our team of Arizona's best Optometrists understands your vision is everything, and they take every step to give you the comfort and support necessary to get you through any procedure.

Nationwide Vision believes in the power of teamwork, both in our offices and throughout our community. We are committed to a number of worthy causes that give particular attention to children. To learn more, check out our [community page](#).

What our customers are saying:

I am very impressed with your staff. They are both professional and give excellent customer service. Plus, the glasses I got at Nationwide are the best I've ever had.

- Tim J

Everyone was very nice. I was very pleased with everything. The Dr's staff is great.

- Jennifer F

My Nationwide doctor was patient, kind, well-educated and knowledgeable. He took good care of my eye needs!

- Lucy

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- [Pinterest\(http://www.pinterest.com/yourvisionaz/\)](#)
- [Instagram](#)

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We couldn't have said it better ourselves

[@sonoranliving!](#) Check

out our limited time

[#BacktoSchool](#)

specials!...

<https://t.co/L0UgPxy9xw>

— 18 hours 46 min ago

1.800.EYECARE 1.877.222.4218



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Doctor Bios

Dr. Paul M. Petelin Jr., MD (Ophthalmology)

Medical Director



Dr. Petelin is a board-certified Ophthalmologist with an extensive surgical background, performing over 15,000 refractive surgical procedures and 10,000 cataract surgeries. Petelin is dedicated to providing the best surgical outcomes for his patients. He has participated in FDA studies and been recognized numerous times by **Best Doctors, America's Top Ophthalmologists**, and **Leading Physicians of the World**, as well as featured as a "Top Doctor" in **Phoenix Magazine** since 2005. Petelin has been the Team Ophthalmologist for the Arizona Cardinals since 2009.

An Arizona native in his 16th year of practice, he received his degree from the University of Arizona College of Medicine and his residency at Emory University Ophthalmology, consistently a top 10 residency-training program in the U.S. He also completed a Cornea/Refractive surgery fellowship in Kansas City, MO. Petelin enjoys music, golf and spending time with friends, his wife and four children.

Petelin joined Nationwide Vision Centers in August 2016 as the ophthalmic surgeon for advanced refractive and cataract procedures.

Dr. Joe Myers, OD FAAO

Medical Optometrist

Dr. Myers is originally from Michigan. He attended Michigan State University and received his Doctor of Optometry from Michigan College of Optometry. Dr. Myers completed internships at Grand Forks Air Force Base in Grand Forks, N.D., the Indian Health Service in Pawnee, Okla., and the Veterans Hospital in Fort Wayne, Ind. He also took great pride in participating in two VOSH (Volunteer Optometric Services to Humanity) mission trips, giving eye exams in poverty-stricken areas. Beyond optometry school, he came to Arizona to complete a residency in ocular disease and primary care at the Indian Health Service in Sacaton, part of the Gila River Health Care system.

During this period, Dr. Myers received extensive training in retinal disease, glaucoma, macular degeneration and many other pediatric and geriatric ocular anomalies. The majority of his time was spent focusing on the treatment and management of a severely diabetic population. Since completing his residency, Dr. Myers has obtained his fellowship from the American Academy of Optometry in the ocular disease section. He has worked in private practice, hospital-based and corporate optometry settings.

He has been with Nationwide Vision as a full-time doctor since 2007, working in many of the primary-care offices, his primary office being the Phoenix medical center. The medical center manages and treats ocular issues from corneal and refractive problems to retinal complications and anything in between.

What our customers are saying:

I am very impressed with your staff. They are both professional and give excellent customer service. Plus, the glasses I got at Nationwide are the best I've ever had.

- Tim J

Everyone was very nice. I was very pleased with everything. The Dr's staff is great.

- Jennifer F

My Nationwide doctor was patient, kind, well-educated and knowledgeable. He took good care of my eye needs!

- Lucy

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- [Pinterest](#)(<http://www.pinterest.com/yourvisionaz/>).
- [Instagram](#)

Read Some of Our Tweets

Do kids need their eyes checked before heading [#backtoschool](#)? Check these eye exam and screening guidelines to <https://t.co/NRp5hadC1a>

1 day 43 hours ago

— 4 days 42 min ago



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2 Locations in Las Vegas

1

Nationwide Vision Las Vegas Vision Center - Lake Mead and Rampart

2279 N. Rampart Blvd.
Las Vegas, NV 89128

☎ [702-341-0118](tel:702-341-0118)

[Request an Appointment](#)

[📍 More Details](#)

[📍 Get Directions\(http://maps.google.com/maps?saddr=&daddr=2279 N. Rampart Blvd.+Las Vegas+NV+89128\)](http://maps.google.com/maps?saddr=&daddr=2279 N. Rampart Blvd.+Las Vegas+NV+89128)

2

Nationwide Vision Las Vegas Vision Center - Silverado Ranch

9770 S. Maryland Parkway
Suite 10
Las Vegas, NV 89183

☎ [702-492-0719](tel:702-492-0719)

[Request an Appointment](#)

[📍 More Details](#)

[📍 Get Directions\(http://maps.google.com/maps?saddr=&daddr=9770 S. Maryland Parkway Suite 10+Las Vegas+NV+89183\)](http://maps.google.com/maps?saddr=&daddr=9770 S. Maryland Parkway Suite 10+Las Vegas+NV+89183)



Google

Map data ©2018 Google

Las Vegas Eye Care Services

At Nationwide Vision, you will find a caring team of eye care professionals dedicated to providing high quality personalized eye care for the whole family.

We value our patient relationships and your vision health is our number one priority. We strive to improve your quality of life and vision - throughout your lifetime - through uncompromised eye care and state-of-the-art technology.

Our Las Vegas eye doctors also go beyond the basic eye exams for glasses and contacts, and screen your eyes for symptoms of glaucoma, diabetes and cataracts.

The best selection of eyeglasses and sunglasses in Las Vegas

Our Las Vegas eye care center offers an unbeatable selection of eyewear, transition glasses and custom sunglasses from leading brands, with unique and trendy frames to suit every facet of your personality and lifestyle.

We also offer a variety of lens treatment options for almost every need, including anti-reflective coatings, impact-resistant polycarbonate lenses, photochromic lenses, and scratch-resistant treatment for the outdoorsy and adventurous.

Get Started - Schedule your appointment today!

Whether you are in need of a [comprehensive eye exam](#), or seeking out the latest in [fashionable eyewear brands](#), we want your experience with Nationwide Vision to be enjoyable. Our first priority is to ensure you have the best eye care experience imaginable - every time.

Everyone was very nice. I was very pleased with everything. The Dr's staff is great.

- Jennifer F

My Nationwide doctor was patient, kind, well-educated and knowledgeable. He took good care of my eye needs!

- Lucy

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LASIK will get you that
high definition! 🧐 Right
now, we're offering
#LASIK for \$1500 total!
Get Coupon:...

<https://t.co/MMWwol7LOe>

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To give our Patients a better understanding of our office exams and to avoid any misunderstanding of services received, please read and sign the following:

Nationwide Vision and our Doctors are required by law to follow proper coding and billing guidelines for eye examinations. Your Medical Insurance will not pay for a routine eye examination or refraction charges and your Vision Plan will not pay for medical conditions or problems.

Special Note – For Medical Examinations, Medicare and insurance carriers do not cover the cost for the refraction (prescription) portion of the examination. Nationwide Vision charges a minimum amount of \$ 18 that patients will be responsible for at the time of service if you would like a prescription. If you have a Medicare Supplement Plan it usually will cover the cost of any deductibles, copayments and co-insurance but does not usually cover the cost of the refraction charge.

Your Vision Plan provides you with a “Well Vision” examination. This assumes healthy eyes that only suffer from focusing problems like: nearsightedness, farsightedness, astigmatism and presbyopia that evaluate your needs for a prescription.

YOUR VISION PLAN WILL ONLY PAY THE EXAM IF THERE IS NOTHING WRONG WITH THE HEALTH OF YOUR EYES.

The following conditions: dry eyes, red eyes, blepharitis, allergies, contact lens complications, cataracts, floaters, optic nerve disorders, retinal problem, diabetes etc. are coded and billed medically.

Please feel free to ask the staff or the Doctor any further detailed questions you may have regarding these policies. We will be happy to address any questions and resolve any confusion.

WE WANT TO MAKE YOUR VISIT AT NATIONWIDE VISION A GREAT EXPERIENCE!

Thank You,

Doctors and Associates of Nationwide Vision

Printed Name

Signature (patient or guardian)

Date Patient

MARK PELLER OD AND ASSOCIATES PC

MTG MATLS page 114

Business Entity Information			
Status:	Active	File Date:	12/11/2017
Type:	Domestic Professional Corporation	Entity Number:	E0574322017-4
Qualifying State:	NV	List of Officers Due:	12/31/2018
Managed By:		Expiration Date:	
NV Business ID:	NV20171794257	Business License Exp:	12/31/2018

Registered Agent Information			
Name:	CSC SERVICES OF NEVADA, INC.	Address 1:	2215-B RENAISSANCE DR
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89119
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information			
No Par Share Count:	100.00	Capital Amount:	\$ 0
No stock records found for this company			

— Officers ☐ Include Inactive Officers			
Treasurer - JENNIFER ANDREWS			
Address 1:	1 HARMON DR	Address 2:	
City:	BLACKWOOD	State:	NJ
Zip Code:	08012	Country:	
Status:	Active	Email:	
Secretary - JENNIFER ANDREWS			
Address 1:	1 HARMON DR	Address 2:	
City:	BLACKWOOD	State:	NJ
Zip Code:	08012	Country:	
Status:	Active	Email:	
President - MARK PELLER, O.D.			
Address 1:	220 N MCKEMY AVE.	Address 2:	
City:	CHANDLER	State:	AZ
Zip Code:	85226	Country:	
Status:	Active	Email:	
Director - MARK PELLER, O.D.			
Address 1:	220 N MCKEMY AVE.	Address 2:	
City:	CHANDLER	State:	AZ
Zip Code:	85226	Country:	
Status:	Active	Email:	

— Actions\Amendments			
Action Type:	Miscellaneous		
Document Number:	20170521299-08	# of Pages:	1
File Date:	12/11/2017	Effective Date:	
(No notes for this action)			
Action Type:	Articles of Incorporation		
Document Number:	20170521300-41	# of Pages:	1
File Date:	12/11/2017	Effective Date:	
Initial Stock Value: No Par Value Shares: 100 ----- Total Authorized Capital: \$ 0.00			
Action Type:	Initial List		
Document Number:	20170521301-52	# of Pages:	2
File Date:	12/11/2017	Effective Date:	

Nevada Business Search

* Includes Trademarks, Trade Names, Service Marks, Reserved Names & Business Licenses

Search by

Entity Name:

nationwide vision

Sort by

Relevance

descending

ascending

order

Include phonetic matches

?

Search Tips

Search

Search Results 1 - 1 of 1 search results

Entity Name	NV Business ID	Status	Type
NATIONWIDE VISION CENTER, INC.	NV20171598177	Active	Foreign Corporation
1			

Data in this system may be up to fifteen minutes behind actual filings in the Secretary of State's office. In order to optimize the business search experience for all our customers, the automated and/or systematic collection of data from this website is strictly prohibited.

NATIONWIDE VISION CENTER, INC.

MTG MAT LS page 116

Business Entity Information

Status:	Active	File Date:	9/19/2017
Type:	Foreign Corporation	Entity Number:	E0445072017-7
Qualifying State:	AZ	List of Officers Due:	9/30/2019
Managed By:		Expiration Date:	
NV Business ID:	NV20171598177	Business License Exp:	9/30/2019

Additional Information

Central Index Key:	
--------------------	--

Registered Agent Information

Name:	CSC SERVICES OF NEVADA, INC.	Address 1:	2215-B RENAISSANCE DR
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89119
Phone:		Fax:	
Mailing Address 1:		Mailing Address 2:	
Mailing City:		Mailing State:	NV
Mailing Zip Code:			
Agent Type:	Commercial Registered Agent - Corporation		
Jurisdiction:	NEVADA	Status:	Active

Financial Information

No Par Share Count:	100,000.00	Capital Amount:	\$ 0
No stock records found for this company			

Officers

☐ Include Inactive Officers

Treasurer - JENNIFER ANDREWS			
Address 1:	1 HARMON DRIVE	Address 2:	
City:	BLACKWOOD	State:	NJ
Zip Code:	08012	Country:	
Status:	Active	Email:	
President - AL BERNSTEIN			
Address 1:	220 N. MCKEMY	Address 2:	
City:	CHANDLER	State:	AZ
Zip Code:	85226	Country:	
Status:	Active	Email:	
Director - KENNETH BROTMAN			
Address 1:	1 HARMON DRIVE	Address 2:	
City:	BLACKWOOD	State:	NJ
Zip Code:	08012	Country:	
Status:	Active	Email:	
Secretary - VINCENT HAYES			
Address 1:	220 N. MCKEMY	Address 2:	
City:	CHANDLER	State:	AZ
Zip Code:	85226	Country:	
Status:	Active	Email:	

Actions\Amendments

Action Type: Foreign Qualification			
Document Number:	20170396342-77	# of Pages:	1
File Date:	9/19/2017	Effective Date:	
Initial Stock Value: No Par Value Shares: 100,000 ----- Total Authorized Capital: \$ 0.00			
Action Type: Initial List			
Document Number:	20170397690-04	# of Pages:	1
File Date:	9/20/2017	Effective Date:	
(No notes for this action)			
Action Type: Annual List			
Document Number:	20180350206-87	# of Pages:	1
File Date:	8/7/2018	Effective Date:	
(No notes for this action)			

City of Las Vegas Planning - Public Records Request (submitted 10/09/2018)

Reference No: W013149-100918
Contact E-Mail: cjenkins@nvoptometry.org

Dear Caren Jenkins:

Thank you for your interest in public records of the City of Las Vegas. Your request was received on 10/9/2018 and is being processed. We will respond within five business days by providing one of the following:

1. We will complete the request by providing the requested records,
2. We will provide you with the estimated date of completion of your request,
3. We will provide a partial installment and inform you of the schedule of future installments,
4. We will ask for clarification if your request is unclear,
5. We will direct you to the City's website to access the records requested, or
6. We may deny the request because no responsive records exist.

Record Requested: Any business license application documentation and licenses issued to Nationwide Vision Center, Las Vegas Vision Center, Mark Peller, O.D., and Erin O'Brien, O.D.. We know there is one operation at 2279 N. Rampart Blvd., Las Vegas, NV 89128, for which we request documents, but also ask for any other operating locations for these persons and/or entities. THANK YOU!

You can monitor the progress of your request at the link below. Again, you will receive an official response within five business days and an additional notification when your request has been completed. Thank you for submitting a Public Records Request. Your request was given the reference number **W013149-100918** for tracking purposes.

City of Las Vegas

Please note: There is a charge for copies of public records. If the estimated cost of the copies requested is \$25.00 or more, the requestor will be required to pay in full prior to reproduction. Materials will be held for 14 days. If not retrieved, the requestor will be charged in full for a second reproduction in addition to any unpaid original charges. Advance payment will be forfeited if material is not retrieved.

NATIONWIDE OPTOMETRY OF NEVADA	Professional Services - Medical	2279 N Rampart Blvd	89134	(856)228-1000	G66-03533	Active					MARK PELLER OD AND ASSOCIATES PC	Corp
NATIONWIDE OPTOMETRY OF NEVADA	Professional Services - Medical	8025 S Rainbow Blvd 107	89139	(856)228-1000	G66-07847	Withdrawn					MARK PELLER OD AND ASSOCIATES PC	Corp
NATIONWIDE VISION #3300	General Retail Sales	2279 N Rampart Blvd	89134	(856)228-1000	G65-08621	Denied					Nationwide Vision Center, Inc.	Corp
NATIONWIDE VISION #3300	General Retail Sales	2279 N Rampart Blvd	89134	(856)228-1000	G65-09151	Active					Nationwide Vision Center, Inc.	Corp
NATIONWIDE VISION #3300	Professional Services - Medical	2279 N Rampart Blvd	89134	(856)228-1000	G65-09176	Active					Nationwide Vision Center, Inc.	Corp
NATIONWIDE VISION #3300	General Retail Sales	9770 S Maryland Pkwy	89183	(856)228-1000	G66-03528	Withdrawn					Nationwide Vision Center, Inc.	Corp
NATIONWIDE VISION #3300	Professional Services - Medical	9770 S Maryland Pkwy	89183	(856)228-1000	G66-03531	Withdrawn					Nationwide Vision Center, Inc.	Corp
NATIONWIDE VISION #3300	General Retail Sales	8025 S Rainbow Blvd 104	89139	(856)228-1000	G66-07845	Withdrawn					Nationwide Vision Center, Inc.	Corp
NATIONWIDE VISION #3300	Professional Services - Medical	8025 S Rainbow Blvd 104	89139	(856)228-1000	G66-07846	Withdrawn					Nationwide Vision Center, Inc.	Corp

As of 12/18/18 from City of Las Vegas Business license search



Business License



Business License Search Results

Click on the license number to view the business license detail information.

License Num	Multi-J Num	Business Name	Primary Jurisdiction	Non Primary Jurisdiction	License Status	Business Address
2002992.044-200	.	Nationwide Auto Sales & Finance			Licensed	3319 S Decatur BlvdLas Vegas, NV 89102
2002299.054-121	.	Nationwide Business Services LLC			Licensed	4505 W Hacienda Ave Suite L-1Las Vegas, NV 89118
2002154.023-140	1002195274	NATIONWIDE CONSTRUCTION AND REPAIR COMPANY	CLARK COUNTY		Revoked - Delinquent	1280 Liberty Way Suite DVista, CA 92081
2003053.056-122	.	Nationwide Management			Licensed	2780 S Jones Blvd Suite 220Las Vegas, NV 89146
2003054.056-120	.	Nationwide Management			Licensed	2780 S Jones Blvd Suite 220Las Vegas, NV 89146
	4086673000	NATIONWIDE OUTDOOR ADVERTISING, INC.	NORTH LAS VEGAS	LAS VEGAS,HENDERSON,CLARK COUNTY	Licensed	115 BROOKS AVENLV, NV 89030
	3000007066	NATIONWIDE PLUMBING LLC	LAS VEGAS	NORTH LAS VEGAS,HENDERSON,CLARK COUNTY	Licensed	3716 ASHLING StLAS VEGAS, NV 89129
2004169.240	1002083696	Nationwide Pool Design, LLC	CLARK COUNTY	HENDERSON,LAS VEGAS,NORTH LAS VEGAS	Licensed	3111 S Valley View Blvd Ste B208Las Vegas, NV 89102
2000301.504	.	Nationwide Pool Service			Licensed	4333 N Butler St Las Vegas, NV 89129
2000333.VEN-101	.	Nationwide Power Solutions, Inc.			Licensed	1060 Mary Crest RdHenderson, NV 89074
2001291.684	.	Nationwide Realty LLC			Licensed	2780 S Jones Blvd #220Las Vegas, NV 89146
2000573.081-122	.	Nationwide Santas			Licensed	7217 Mission Hills DrLas Vegas, NV 89113
2001655.543	.	Nationwide Security & Building Services, Inc.			Licensed	311 E WARM SPRINGS Rd Suite 200Las Vegas, NV 89119
2000106.304	.	Nationwide Security Monitoring, LLC			Revoked - Delinquent	6280 S Valley View Blvd Ste 722Las Vegas, NV 89118
2000059.032	.	Nationwide Security Monitoring, LLC			Revoked - Delinquent	6280 S Valley View Blvd Ste 722Las Vegas, NV 89118
2001286.053-101	.	Nationwide Wholesale Video, Inc			Licensed	6145 S Valley View Blvd Suite ELas Vegas, NV 89118
16 License(s) Found						

[Return to Previous Search Criteria](#)
[Return to Business License Database Search Options](#)

Quick Look-up

I Want To...▼

Most Popular▼

Business License

- Divisions▶
- Services▶
- FAQ
- Forms
- Contact Us
- About Us
- Business License Fees
- Complaints▶
- Community Outreach
- Green Ribbon Advisory Panel
- Resources & Helpful Links
- Special Events in Unincorporated Clark County

Nevada Business Search

* Includes Trademarks, Trade Names, Service Marks, Reserved Names & Business Licenses

Search by

Officer Name:

▼

jennifer

Mid.

andrews

Sort by

Relevance

▼

☒ descending ☐ ascending order

☐ Include phonetic matches

?

Search Tips

Search

Search Results 1 - 18 of 18 search results

Officer Name	Officer Type	Entity Name
JENNIFER ANDREWS	Managing Member	STORE IN A BOX, LLC, A
JENNIFER ANDREWS	Manager	YOGA SOL, LLC
JENNIFER ANDREWS	Director	JENNIFER ANDREWS INC
JENNIFER ANDREWS	President	JENNIFER ANDREWS INC
JENNIFER ANDREWS	Secretary	JENNIFER ANDREWS INC
JENNIFER ANDREWS	Treasurer	JENNIFER ANDREWS INC
JENNIFER ANDREWS	Treasurer	NATIONWIDE VISION CENTER, INC.
JENNIFER ANDREWS	Secretary	MARK PELLER OD AND ASSOCIATES PC
JENNIFER ANDREWS	Treasurer	MARK PELLER OD AND ASSOCIATES PC
JENNIFER C ANDREWS	President	WEST COAST COMMERCIAL EQUITIES, INC.
JENNIFER C ANDREWS	Secretary	WEST COAST COMMERCIAL EQUITIES, INC.
JENNIFER C ANDREWS	Treasurer	WEST COAST COMMERCIAL EQUITIES, INC.
JENNIFER MARIE ANDREWS	Director	CREEKSIDE ELECTRICAL CONTRACTORS, INC.
JENNIFER MARIE ANDREWS	President	CREEKSIDE ELECTRICAL CONTRACTORS, INC.
JENNIFER MARIE ANDREWS	Secretary	CREEKSIDE ELECTRICAL CONTRACTORS, INC.
JENNIFER MARIE ANDREWS	Treasurer	CREEKSIDE ELECTRICAL CONTRACTORS, INC.
JENNIFER YUKI ANDREWS	President	VINTAGE WINE AND CHEESE, CORP
JENNIFER YUKI ANDREWS	Treasurer	VINTAGE WINE AND CHEESE, CORP

1

Data in this system may be up to fifteen minutes behind actual filings in the Secretary of State's office. In order to optimize the business search experience for all our customers, the automated and/or systematic collection of data from this website is strictly prohibited.

LAS VEGAS VISION CENTER

Q New Search

Manage this Business

\$ Calculate Fees

Printer Friendly

Business Entity Information			
Status:	Expired	File Date:	10/6/1999
Type:	Trade Name	Entity Number:	TN00320430
Qualifying State:		List of Officers Due:	
Managed By:		Expiration Date:	10/6/2004
Date of 1st use in Nevada:	10/6/1999	Date of 1st use Anywhere:	10/6/1999
Classification:	101		

Applicant			
Name:	HARVEY OHRINER, OD, LTD.	Address1:	1111 SIERRA VISTA DRIVE
Address 2:		City:	LAS VEGAS
State:	NV	Zip Code:	89109

Registered Agent Information	
No Registered Agent associated with this company	

Financial Information			
No Par Share Count:	0	Capital Amount:	\$ 0
No stock records found for this company			

-

Officers

☒ Include Inactive Officers

No officers found for this company

-

Actions\Amendments

Click here to view the 1 action or amendment associated with this company

* Includes Trademarks, Trade Names, Service Marks, Reserved Names & Business Licenses

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BEFORE THE NEVADA STATE BOARD OF OPTOMETRY

Executive Director
of the
Nevada State Board of Optometry,

Complainant,

CASE NO. 19-01

vs.

ERIN C. O'BRIEN, O.D., License No. 752

NOTICE OF COMPLAINT

Respondent.

_____/

COMES NOW, Caren C. Jenkins, Executive Director of the Nevada State Board of Optometry, and, pursuant to NRS 636.295, complains of the above-named Respondent as follows:

1. I am the Executive Director of the Board of Optometry of the State of Nevada.
2. Respondent is an optometrist duly licensed in the State of Nevada, having been licensed by the Board since 2013. Respondent has no record of previous discipline.
3. In March, 2018, the State Board of Optometry received a Complaint from a member of the public, alleging certain violations of the Optometry Laws, generally NRS 636 and NAC 636. A copy of the Complaint and the current file on the matter is attached hereto.
4. At its meeting on October 16, 2018, the Board found that the Complaint, without further evidence, presents just and sufficient cause for the Executive Director to conduct an investigation and bring the matter before the Board for consideration at an evidentiary hearing.
5. The Executive Director will conduct an investigation and provide a formal written Notice and Accusation (formerly termed "Complaint") to Respondent not less than 40 days

prior to the date on which the Board will consider the matter (See generally NAC 636.500-640).

6. Respondent may direct a request for hearing, in writing, to the Board within 15 days of receipt of the Notice and Accusation. If no hearing is requested, the Board may determine whether Respondent violated the Optometry Laws based on the Executive Director's Accusation and Respondent's written Answer, and any other pleadings or documents submitted for its consideration, including a proposed Stipulation for Settlement filed jointly by the Executive Director and Respondent.

7. Respondent's written Answer to the Accusation must be submitted not less than 20 days after receipt of the Accusation.

8. This matter will be set for decision at the Board's meeting on January 29, 2019 in Las Vegas, Nevada. Respondent is encouraged to attend the meeting, particularly if a hearing is held. At a hearing, Respondent may be represented by counsel (NAC 636.370), may present a defense against the allegations and may offer evidence, including documents and witness testimony.

DATED this 19th day of October, 2018.



Caren C. Jenkins, Esq.
Executive Director

Anonymous Complaint and Request for Inquiry

March 5, 2018

RE: Erin O'Brien, O.D. (NV 0752)

To whom it may concern:

There is reason to believe the association between Dr. Erin O'Brien and Nation-Wide Vision Center located at 2279 N. Rampart Blvd Las Vegas, NV 89128 represents the following violations.

1. In violation of NAC 636.240 (3), the facility's floor plan, signage, and general appearance fail to clearly distinguish the space occupied by the Licensee and the space occupied by the unlicensed retail host. The conspicuous lack of separation is confusing to the public and fails to clearly indicate whether Dr. O'Brien is independent of the host, employed by the host, employed by an unlicensed person or entity, or is employed by another Licensee.
2. Nation-Wide career advertisements on the Nevada Optometric Association website offer remuneration generally reserved for employees while failing to identify any Licensee as the prospective employer. The ads call into question the arrangement of any Licensee affiliated with Nation-Wide and create an unfair and unlawful competitive advantage in favor of an unlicensed individual or entity and represent a violation of NRS 636.300 (2).

This complaint is respectfully and anonymously submitted in hopes the Board will investigate and take appropriate action to preserve the integrity of Nevada optometric statutes as defined in NRS 636 and NAC 636.

Anonymous

Nationwide Vision is looking for ODs to fill state of the art brand new locations in Las Vegas

Nationwide Vision is currently accepting applications for OD positions in Las Vegas. Each one of these positions provides unique settings that allow optometrists to practice to the full scope of optometry that is allowed by Nevada law. We are seeking highly motivated OD's with comfort in treating anterior segment disorders, Diabetic eye exams, comprehensive eye exams for contact lenses and eyeglasses. We offer a high guaranteed wage plus a generous bonus structure and a very attractive benefits package including Medical, Dental, vacation days, personal days, 6 paid holidays, CE days, 401K plan, Life insurance, etc. We have a full staff and an Optometric Tech who will do all the Pre-tests for you. All of our offices use EHRs. All of our offices have brand new equipment. All inquiries are confidential. Please call Mark Peller, O.D. @ 602-524-4397 or Dustin Vermeulen, O.D. @ 480-695-7384 or email curriculum vitae to Dr. Peller @ mark.peller@nationwidevision.com. New Graduates Welcomed!

Nationwide Vision is the largest provider of EyeCare in the state of Arizona and has expanded to Nevada and Florida. Please check out our website at www.nationwidevision.com

 Collapse

Posted 02/15/2018

Expires 12/31/2018

Contact Information

Contact Name: Dustin Vermeulen, O.D.

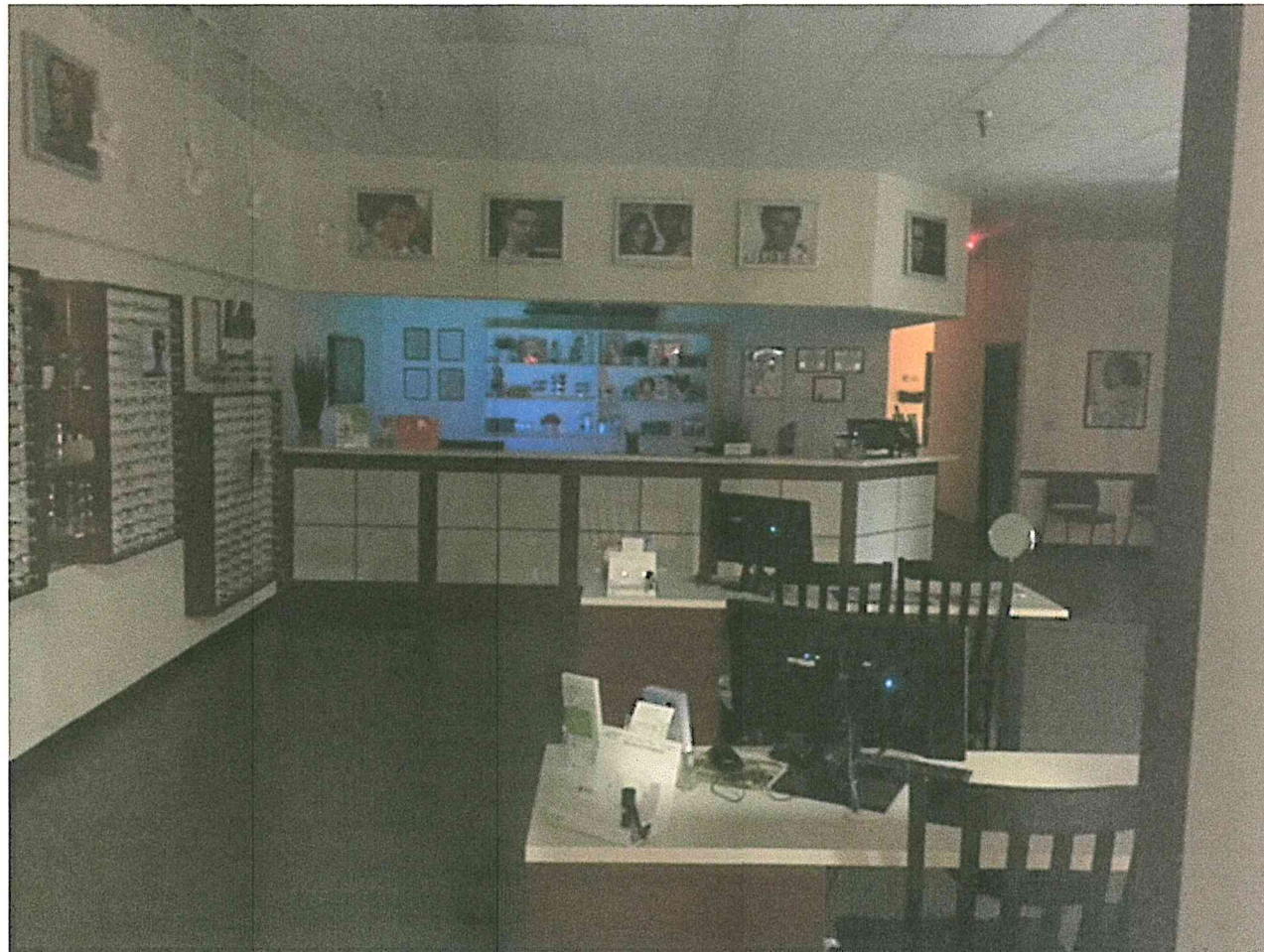
City: Las Vegas

State: NV

Work Phone: 480-695-7384

Email: dr.dustin.vermeulen@nationwidevision.com





Complaint and Request for Inquiry

RECEIVED

DEC 18 2018

November 27, 2018

RE: Thuytien Mai, O.D (NV 947), Mark Peller, O.D. (NV 928)

To the Nevada State Board of Optometry:

In accordance with precedents set by historical Nevada State Board of Optometry decisions, as well as documentation readily available within the public domain, the association between Thuytien Mai, O.D., Mark Peller, O.D., and Nationwide Vision Center located at 9770 S. Maryland Parkway Suite 10 Las Vegas, NV 89183 violates the following Nevada statutes:

1. In violation of NAC 636.240 (4), the floor plan, signage, and general appearance of the Maryland Parkway location fail to clearly distinguish (provide clear separation) the space occupied by the Licensee and the space occupied by the unlicensed retail host. The consequence of such a violation creates uncertainty for consumers who seek services from Nationwide Vision, Inc., a Nevada licensed optometrist, or both. Confusion and ambiguity are compounded in this case by Dr. Mai's use of his/her retail host's personnel to answer his/her phones, quote exam prices, and describe services provided. The Board is obligated to uphold statutes requiring maintenance of a clear distinction between two such Parties.

2. NAC 636.140 requires that any printed advertisement must contain the full name of the optometrist and his professional designation. NAC 636.145 states that a licensee may use a symbol for advertising if it is displayed with the full name and professional identification of the licensee and printed no more prominently than the name and professional identification of the licensee. The webpage for "nationwide vision" does not contain the name of any optometrist. It also refers to itself as "Nationwide Vision" and "Las Vegas Vision Center" and contains a symbol without the name of a licensee. The advertisement unlawfully prevents the viewer from identifying any licensee as a provider. In fact, the advertisement misleads the public by inferring "Nationwide Vision" and "Las Vegas Vision Center" are licensed providers of Eye Care.

3. Regarding the entity Mark Peller OD and Associates PC.

NRS 89.070(1) states that "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." And NRS 89.040 states that each person organizing a professional corporation must be authorized to perform the professional service for which the professional entity is organized. The articles of incorporation must state the names of the original stockholders. A certificate from the Board of Optometry is required to be submitted with the articles at the time of filing with the Secretary of State stating that each of the directors and stockholders is licensed to practice the profession.

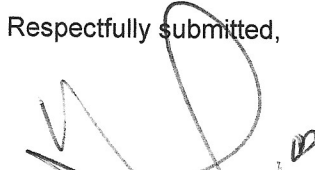
The articles of incorporation for Mark Peller OD and Associates PC indicate that Mark Peller is the sole shareholder and director while the initial list of directors and officers for the PC indicates that Mark Peller is the President and Director and that an unlicensed individual, Jennifer Andrews is the Secretary/Treasurer. The violation is further suspicious because Jennifer Andrews is also the Treasurer of Nationwide Vision Center, Inc. The violation and concomitant conflict of interest desecrate the intent of Nevada optometric statutes designed to govern the business relationships between licensed and unlicensed individuals, ultimately protecting the public from falling victim to unlawful collaborative arrangements. Although the statute expressly prohibits non-licensed individuals from influencing clinical decisions, the statute, along with NRS 636.300(2) prohibits optometrists in Nevada from accepting direct or indirect employment from unlicensed individuals or entities. Receiving any form of remuneration from an unlicensed retail host constitutes employment and violates 636.300(2). NRS 89.050 states that a professional entity may render a professional service only through its officers, managers, and employees who are licensed or otherwise authorized by law to render the professional service. As such, the Board is obligated to investigate the corporate structure of all Parties involved.

4. Optometric career advertisements on the Nevada Optometric Association website offer remuneration generally reserved for employees while failing to identify any lawfully registered Licensee as the prospective employer. The ads create an unfair and unlawful competitive advantage in favor of an unlicensed individual or entity, further blur the distinction between the offending Parties, and represent a violation of NRS 636.300 (2).

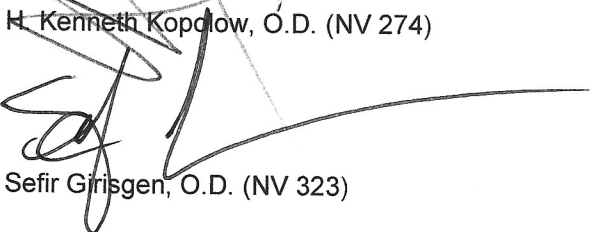
5. NRS 636.350 provides that "an optometrist shall not practice optometry under an assumed or fictitious name unless the optometrist has been issued a certificate of registration by the Board to practice optometry under an assumed or fictitious name." NRS 636.350 provides that the optometrist doing business under a fictitious name must comply with NRS Chapter 602-Doing Business Under Assumed or Fictitious Name. Chapter 602 does not require that the certificate of fictitious name state the owners of the corporation doing business under the fictitious name. However, the certificate form required by Clark County does require that information. Based on current advertisements, optometric services are being rendered under the names Nationwide Vision and Nationwide Vision Las Vegas Vision Center without complying with the NRS and the NAC.

Based on the number and pattern of these violations, it appears the above-named Licensees are willfully and intentionally ignoring statutes in order to propagate Nationwide Vision Center's agenda of indirectly and surreptitiously employing Licensees for the purpose of selling eye wear to unsuspecting consumers. The purpose of this complaint is to illustrate the offending Parties' continued willful disregard of NRS and NAC. We submit these claims with expectations the Board will investigate these and any other violations an investigation may lead to and take appropriate steps to preserve the integrity of Nevada optometric statutes as defined in NRS 636 and NAC 636.

Respectfully submitted,



H. Kenneth Kopelow, O.D. (NV 274)



Sefir Grisen, O.D. (NV 323)



Maria Nutile, Esq.*
Bridget Kelly, Esq.

** licensed in NV, AZ and CO*

January 21, 2019

VIA EMAIL

cjenkins@nvoptometry.org

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

Re: *Consolidated Complaint Nos. 19-01 and 19-12*
Mark Peller, O.D. #928
Erin O'Brien, O.D. #752
Thuytien Mai, O.D. #947

Dear Ms. Jenkins:

As you are aware, this firm represents Mark Peller OD and Associates PC, dba Nationwide Optometry of Nevada ("Peller PC"), a Nevada professional corporation wholly owned by Dr. Mark Peller. Peller PC is also the employer of Dr. Erin O'Brien and Dr. Thuytien Mai. In that regard, we write in response to the above referenced consolidated complaints ("Complaints") related to the physical premises of two (2) Peller PC locations, and to the nature of Peller PC's business affiliation with Nationwide Vision Centers, Inc., ("NVC"), an Arizona optical device corporation.

As an initial matter, we note that neither of the Complaints was initiated by a Peller PC patient, nor do they relate to patient care. In the interests of self-education, the Nevada State Board of Optometry ("NSBO") had taken it upon itself to investigate Peller PC's business association with NVC, and was in the midst of doing so when a local competitor of Peller PC filed the Complaints against Dr. O'Brien and Dr. Mai.

As detailed below, Dr. Peller established Peller PC in order to expand optometry services in Nevada, with NVC as its practice manager. Dr. Peller himself is a member of the Arizona Board of Optometry, and is keenly aware of the licensing board's—and each licensee's—duty to protect the public and safeguard the integrity of the profession. He intended and made reasonable efforts

C. Jenkins, Esq.
January 21, 2019
Page 2

to ensure compliance with Nevada law; while some technical errors have been made (and have been or will soon be corrected), they were not due to lack of diligence on Dr. Peller's part.

Prior to expanding his business, Dr. Peller reviewed applicable Nevada law, and attempted on numerous occasions to contact the NSBO for clarification. Unfortunately, the NSBO was without an Executive Director at the time, so Dr. Peller's calls went unanswered. Dr. Peller had engaged corporate counsel to advise him, and along with the Chief Executive Officer (CEO) of NVC visited the Nevada locations of many would-be competitors to learn the market and observe local procedures. Since the NSBO began its investigations, Dr. Peller and/or his corporate counsel have maintained collegial communications with the Executive Director and promptly responded to all directives. Dr. Peller has now engaged this firm as his counsel in Nevada to advise on professional and operational compliance, and going forward intends to fulfill all expectations and requirements of the NSBO.

Dr. Peller hopes that any action taken by the NSBO in this matter will be administrative only, as any non-compliance has been technical rather than willful and patient care has not been compromised. A written statement from Dr. Peller accompanies our response to the Complaints.

Background

NVC is an optical device retailer established in 1985. NVC contracts with various professional entities which provide independent professional optometry services at each NVC location, while NVC provides management and administrative services to each optometry practice. To date, NVC operates eighty-four (84) locations in Arizona, with recent expansion into Florida (21 locations) and now Nevada, with four (4) locations in Las Vegas and Henderson.

Dr. Peller has been a licensed optometrist practicing in Arizona for over 32 years, and is currently serving his second term as an appointed member of the Arizona State Board of Optometry. As the majority shareholder of Nationwide Optometry P.C. in Arizona, Dr. Peller has maintained an affiliation with NVC for over 20 years at all current Arizona locations. His business model involves opening new optometry practices at new NVC locations, rather than taking over existing local practices as some corporate models are commonly doing. Admittedly, Dr. Peller is more familiar with Arizona law governing the practice of optometry, and where the law was unclear or NSBO guidance lapsed, he defaulted to some of the same principles and practices in Nevada.

By July 2018, the NSBO had begun investigating Peller PC's affiliation with NVC as part of its own "learning process," and Dr. Peller fully complied:

"I hope you and the doctors know that we are not out to get you, and are not picking on you through this action. Corporate involvement is rather new to

C. Jenkins, Esq.
January 21, 2019
Page 3

this Board, and the members asked me to look into several businesses to learn the types of relationships that are being employed. We merely need to become more aware of the tools used to mix business practices and optometric services to be able to regulate it properly. While it is unfortunate that you have become enmeshed in our learning process, I truly appreciate our conversations, your willingness to brainstorm ideas with me, and your clients' responsiveness to our inquiries."¹

Months later, the NSBO received two (2) complaints of technical violations from a local optometry practice, an affiliate of a large optical chain and a competitor of Peller PC. These self-serving complaints appear to have spurred the NSBO's educational inquiry into a potential disciplinary matter, with an alarming and perplexing snowball effect.

Since our firm was recently engaged, we have met extensively in Las Vegas with Dr. Peller; Al Bernstein, CEO of NVC; and Tracy Kennedy, Vice-President of Marketing for NVC. Throughout their dealings in Nevada, they have gone to admirable lengths to implement and correct operations in compliance with Nevada law. It appears there has been an unfortunate and protracted miscommunication between Dr. Peller and the NSBO, beginning during the planning stages of Peller PC.

As stated above, numerous persons including Dr. Peller, and even NVC's CEO, had attempted many times to reach the NSBO to clarify NRS 636 and NAC 636 prior to Peller PC's establishing any practice locations in 2017. As the NSBO had no Executive Director at the time, telephone calls to the NSBO went unanswered for several months.²

What communication Dr. Peller did finally receive from the NSBO amounted to two subpoenas for corporate documents. Dr. Peller's corporate counsel, based in Philadelphia, responded timely to these subpoenas. However, subsequent to the subpoenas, Dr. Peller received no further direct communication from the NSBO regarding the investigation, any new complaints, or any procedural filings.³ We have reviewed email correspondence between the Executive Director and Dr. Peller's corporate counsel, which reveal an apparently collegial and "cooperative relationship," intended to "focus on restructuring rather than sanctions if any violation is found."⁴ As counsel, we are surprised, and Dr. Peller was frankly shocked, that matters have escalated to their current level: by all appearances, and according to Peller PC's corporate counsel, all parties had agreed to cooperative compliance, and no notice was provided that Dr. Peller was personally

¹ Email from Executive Director C. Jenkins to Attorney J. Petrakis, July 6, 2018, emphases added.

² I personally recall a temporary suspension in new licenses being issued at that time.

³ Although NSBO's Notice of Complaint in case no. 19-01, dated October 19, 2018, lists only Dr. O'Brien as the respondent, Dr. Peller was named with Dr. O'Brien in the Accusation and Notice of Hearing dated January 7, 2019 ("Accusation") in that case. Moreover, the Accusation was apparently only served on Attorney Petrakis and not on either of the licensees.

⁴ Email from Executive Director C. Jenkins to Attorney J. Petrakis, November 26, 2018.

C. Jenkins, Esq.
January 21, 2019
Page 4

under investigation. However, since Dr. Peller became aware of the situation, he has single-mindedly worked toward correcting and modifying Peller PC's operations as quickly as possible, and recently engaged Nevada counsel to streamline that process.

Dr. O'Brien and Dr. Mai are two of the four optometrists currently employed by Peller PC. As employees, each has limited control over the physical space at their respective employment locations. None of Peller PC's optometrists has any involvement in the management arrangement between Peller PC and NVC, and at no time has NVC interfered in the exercise of their professional judgment.

Alleged Violations

As set forth in the Complaints, Dr. Peller, Dr. O'Brien, and/or Dr. Mai are alleged to have violated various provisions of NRS 636 and NAC 636. The allegations relate to both the business relationship between Peller PC and NVC and to the physical premises of Dr. O'Brien's and Dr. Mai's Peller PC practice locations (each a "Location"). As set forth below, Dr. Peller has brought Peller PC into compliance, and will promptly rectify any as-yet outstanding issues.

While Dr. O'Brien and Dr. Mai acknowledge their responsibilities as licensees to ensure their practices comply with Nevada law, Dr. Peller wishes to clarify and accept his ultimate responsibility as their employer. Dr. Peller respectfully requests that the Board hold him predominantly or solely accountable for any shortcomings of Peller PC, and that Dr. O'Brien and Dr. Mai not be disciplined for their choice of employment.

The Complaints allege the following violations related to Peller PC's association with NVC, which have been or will be addressed as set forth below:

1) Unprofessional conduct related to alleged HIPAA Privacy violations

Dr. Peller believes that Peller PC has implemented adequate, HIPAA-compliant safeguards including the following:

- Peller PC patient records are stored only on Peller PC computers, for which appropriate Peller PC employees have individual logins and passwords.
- NVC employees have their own logins and passwords to access NVC customer records, but they cannot access Peller PC patient records.
- Peller PC and NVC have executed a Business Associate Agreement, attached as Exhibit 1 (MP002-08), to protect patient records accessed by NVC for managerial purposes such as patient billing.
- Both Peller PC and NVC provide extensive HIPAA Privacy training to all of their respective employees.

2) Failing to maintain the proper physical separation from a business from which they leased space (NRS 636.372)

Dr. Peller believes the following physical separations satisfy this requirement:⁵

- Peller PC and NVC have installed separate telephone lines with distinct telephone numbers at each Nevada location, to reach either a Peller PC or NVC employee.
- The front desk is staffed by Peller PC employees only.
- Peller PC patients have a waiting area available separate from NVC's retail display area.⁶
- Staff wear nametags which also identify them as Peller PC or NVC employees.
- Only Peller PC employees have keys to examination and technician areas.
- Peller PC optometrist hours are posted on each location's main entrance windows, in the optometrists' waiting area, and at each front desk. Optometrists' hours do not necessarily mirror NVC's hours of operation.⁷

3) Allowing an unlicensed entity to invade their operational control and independence (NAC 636.240); Associating with a person, firm, or corporation violating NRS 636.

Peller PC optometrists retain full autonomy; NVC in no way controls, influences, or participates in the practice of optometry. In addition to the foregoing,

- The Administrative Services and Support Agreement by and between NVC and Peller PC dated January 1, 2018 ("Services Agreement," previously provided to the NSBO) distinguishes the professional services of Peller PC from the administrative and managerial services of NVC in support of Peller PC.⁸
- The Services Agreement explicitly prohibits NVC from exercising control over professional operations or accessing medical records, other than to provide designated billing and collection services.
- Dr. Peller is the sole shareholder, officer, and director of Peller PC (see corporate Written Consent, attached as Exhibit 2 (MP010-024), and Nevada Secretary of State list of officers, attached as Exhibit 3 (MP026)).
- The Stock Transfer Restriction and Shareholder Agreement (see Exhibit 4 (MP028-039), attached), and associated Stock Power (see Exhibit 5 (MP041), attached) ensure Dr. Peller's stock in Peller PC can and would only be transferred to a Nevada-licensed optometrist in the future, with NVC authorized only to effect and record such transfer.

⁵ We note that other prominent eye care chains in Las Vegas often do not provide many of the listed separations.

⁶ Layouts vary among the locations due to differences in square footage and overall configuration.

⁷ Signage was installed immediately upon notification of non-compliance, as noted in Paragraph 12 of the Accusation.

⁸ We are reviewing this document, and will provide the NSBO copies of any amendments deemed necessary.

C. Jenkins, Esq.
January 21, 2019
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- All professional optometry services are provided through Peller PC.
- NVC's website has been updated to clearly distinguish professional Peller PC optometry services from NVC's optical retail services, including listing all Nevada optometrists by name (see Exhibit 6 (MP043), attached).
- NVC has engaged a Nevada-licensed optician, Randy Cantor, to supervise all NVC employee training.
- Prescription pads identify only Peller PC.
- Each Peller PC location is subleased from NVC (see Exhibit 7 (MP045-064), attached).
- Peller PC and NVC have separate business licenses at each Nevada location.
- Dr. Peller personally conducts pre-employment interviews for all Nevada optometrists, and travels to Nevada to do so in person.
- Dr. Peller is actively involved in Peller PC's operations, and visits the Nevada locations at least every one to two months.
- Peller PC optometrists have keys to access the main entrance of their respective practice locations at any time.

4) Advertising in any manner that will tend to deceive, defraud, or mislead the public (NRS 636.302

All public communications identify Peller PC services as distinct from NVC's:

- As stated above, separate telephone lines have been installed
- As stated above, the NVC website has been updated to include the names and designations of all Nevada-licensed Peller PC optometrists.
- "Las Vegas Vision Center," as appears on the NVC website for Peller PC locations, is used for organizational purposes only, to group all Las Vegas locations together on the website. It is not being used as a fictitious name. Similarly, locations in other states are listed as "Kissimmee Vision Center," "Phoenix Vision Center," etc. If requested, the designation can be easily changed to "Las Vegas vision center."

Summary and Settlement Proposal

Dr. Peller is proud to be a licensee of the NSBO, and regrets already having to appear before the Board under these circumstances. As stated above, Dr. Peller made a conscientious effort to ensure compliance prior to embarking on operations in Nevada. He and his colleagues familiarized themselves with Nevada law and visited other Nevada eye care businesses; unfortunately, the prolonged NSBO Executive Director vacancy during their planning period impeded their compliance efforts. Dr. Peller also took swift, effective action responding to the NSBO's "learning process" requests, and engaged his corporate attorney to provide all requested documents and information. However, it appears both Dr. Peller and the NSBO may have each

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misinterpreted the communications, actions, and motivations of the other. While Dr. Peller understood, based upon the information he received, that a collaborative effort toward compliance was in progress, it appears the NSBO may have misread Dr. Peller's response as indifferent—or even cavalier—and unreasonably delayed.

Dr. Peller assures the Board that he takes his responsibilities as a licensee and as an employer of licensees very seriously. As he himself has served as a member of the Arizona Board of Optometry for over seven (7) years, he recognizes and respects the position of the NSBO in this matter. In this case, relatively minor missteps occurred during start-up, but not for lack of diligence. To Dr. Peller's knowledge, all actions requested by the NSBO have been taken, and all corrections have been or will promptly be made. Dr. Peller will continue to be advised by Nevada counsel to ensure compliance on a going forward basis. Professional autonomy has consistently been maintained, and patient care has always been the priority of all Peller PC optometrists. Notably, the complaints at issue were raised by a Peller PC competitor, not by any patients.

For the foregoing reasons, Dr. Peller believes, as we do, that punitive action against him or his employees is unwarranted, and respectfully requests that none be taken. He hopes that a settlement may be reached without the need for a formal hearing. Should the Board wish to take action, Dr. Peller is willing to accept an administrative fine for Peller PC's technical noncompliance. Dr. Peller further requests that the cases against Dr. O'Brien and Dr. Mai be dismissed without further action.

We appreciate the Board's consideration in this matter. Should you have any questions, I may be reached at 702.307.4870.

Sincerely,

NUTILE LAW

A handwritten signature in cursive script that reads "Maria Nutile".

Maria Nutile, Esq.

cc: Bridget Kelly, Esq.

C. Jenkins, Esq.
January 21, 2019
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Response to Consolidated Complaint Nos. 19-01 and 19-12

Read and approved by:



Mark Peller, O.D.

1/18/19
Date

Statement of Mark Peller, O.D. #928**To: Nevada State Board of Optometry****Re: Consolidated Complaint Nos. 19-01 and 19-12**

I wish to supplement my legal counsel's letter with a statement of my own. I acknowledge I have made many errors in starting my business in Nevada, and I accept full responsibility for those mistakes. I relied on the advice of those who had proved knowledgeable in professional practice issues in other states. Neither they nor I fully appreciated how different practice requirements and business structures are in Nevada, particularly compared with my adjacent home state of Arizona. Yet it was my duty to understand and ensure that Mark Peller OD and Associates PC, and each of its employees, complied with Nevada law.

As stated in the letter, I have practiced optometry in Arizona for over 32 years. Although I have a long-standing business affiliation with Nationwide Vision Centers, Inc., I am first and foremost an optometrist. My primary concern has always been the patients and patient care, and always will be. I would not be a member of the Arizona State Board of Optometry if I were not dedicated to protecting the standards of my profession, and I certainly would not associate with Nationwide if I did not believe the patients' interests were being served and the integrity of professional practice upheld. I have sat in every one of your chairs as a member of the Arizona Board, and I appreciate the gravity of this situation.

In establishing my professional corporation in Nevada, it appears carts were placed before horses, and I sincerely apologize for that. I have learned the hard way that what works in Arizona does not necessarily work in Nevada. But I can assure the Board that patient care and safety were always maintained, and that the optometrists I have employed are qualified, dedicated professionals, always putting the patient first. They certainly do not deserve to be held accountable for my mistakes.

I assure the Board there was never an intention or attempt to ignore or circumvent its rules. I placed too much faith in tried-and-true delegated processes when I should have taken a more active role. I was also therefore behind-the-curve when it came to correcting violations, which has proved to be a protracted course. The path forward is now clear, and I will be making necessary changes as quickly and as transparently as possible.

I wish to reiterate that there have been no patient care issues related to our practice in Nevada, and that all compliance issues have been or promptly will be remedied. I therefore respectfully request that no disciplinary action be taken against my license.

Thank you for your time and consideration. I look forward to a long, constructive relationship with the Nevada State Board of Optometry.



Mark Peller, O.D.
January 18, 2019

EXHIBIT 1

HIPAA BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is effective as of December 12, 2017 (the "Effective Date") by and between Nationwide Vision Center, Inc. ("Contractor") and Mark Peller O.D. and Associates PC d/b/a Nationwide Optometry of Nevada ("Covered Entity").

Recitals:

WHEREAS, the parties have entered into an Administrative Services and Support Agreement (the "Services Agreement") in order for Contractor to provide certain services to Covered Entity ("Services") that involve or may involve the access, use and/or disclosure of Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its regulations, as amended by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, Title XIII (2009) (the "HITECH Act"; any reference herein to HIPAA shall include the HITECH Act amendments and any other amendments); and

WHEREAS, both parties are subject to HIPAA, either as a Covered Entity or a Business Associate, and are required to agree to specific terms that govern the use and disclosure of Protected Health Information ("PHI") disclosed by Covered Entity to Contractor in conjunction with the Services Agreement; and

WHEREAS, the parties wish to enter into this Agreement in order to comply with HIPAA.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, Covered Entity and Contractor agree as follows:

1. Definitions

- (a) General. Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings set forth in under the HIPAA Rules, including but not limited to 45 C.F.R. §§ 160.103, 164.103, 164.304, 164.401 and 164.501, as currently drafted and as subsequently updated, or revised.
- (b) Breach Notification Rule. "Breach Notification Rule" shall mean the Notification in the Case of Breach of Unsecured Protected Health Information Rule as set forth in 45 C.F.R. Part 164, Subpart D.
- (c) EDI Rule shall mean the Standards for Electronic Transactions as set forth at 45 C.F.R. §§ 162.100 et seq.
- (d) HIPAA Rules. "HIPAA Rules" shall mean the EDI, Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160, 162 and 164.

- (e) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- (f) Security Standards. "Security Standards" means the Security Standards for Protection of PHI at 45 C.F.R. Part 164, Subpart C.

2. **Obligations and Activities of Covered Entity**

- (a) Use or Disclosure of Information. Contractor agrees not to use or further disclose PHI received from, or created for or on behalf of, Covered Entity other than to perform the services described in the Services Agreement, and as expressly permitted or required by this Agreement or as Required By Law. Contractor shall not use, disclose, release, reveal, show, sell, rent, lease, loan, publish or otherwise grant access to PHI in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by Covered Entity.
- (b) Mitigation. Contractor agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI by Contractor in violation of this Agreement.
- (c) Safeguards. Contractor shall use appropriate administrative, technical and physical safeguards and comply with Subpart C of 45 CFR Part 164 to protect the confidentiality of PHI received from Covered Entity to prevent the use or disclosure of PHI other than as provided for in this Agreement.
- (d) Reporting.
 - (i) Contractor agrees to report to Covered Entity any use or disclosure of PHI in violation of the applicable HIPAA Rules or this Agreement of which Contractor becomes aware, including, without limitation, any impermissible or improper use, disclosure, Security Incident or Breach within forty-eight (48) hours of discovery of same.
 - (ii) In the event of any such impermissible or improper use, disclosure, Security Incident, Breach, or other action as described above, Contractor shall report the surrounding circumstances to Covered Entity, and in the case of any Breach, the names of each individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, or disclosed as a result of such Breach and any other available information needed by Covered Entity to enable it to comply with its notification obligations under the Breach Rule.
 - (iii) Contractor agrees that if Covered Entity determines or has a reasonable belief that Contractor may have used, made a disclosure of or permitted access to PHI in a way that is not authorized by this Agreement, then Covered Entity may in its sole discretion require Contractor to: (a)

promptly investigate and provide a written report to Covered Entity of Contractor's determination regarding any alleged or actual unauthorized disclosure, access or use; (b) cease such practices immediately; (c) return to Covered Entity or destroy all PHI; and (d) take any other action Covered Entity deems appropriate. Contractor shall assist Covered Entity in developing and implementing a Breach response pursuant to HIPAA and any other State or Federal law. If Contractor is responsible for the Breach, it shall implement a Breach response, as determined and directed by Covered Entity or shall reimburse Covered Entity for all costs associated with a Breach response.

- (e) Subcontractors and Agents. Contractor shall ensure that any agent or subcontractor to whom it provides PHI agrees to substantially the same or similar restrictions and conditions that apply to the Contractor under this Agreement with respect to such PHI in its possession.
- (f) Access. Contractor agrees to provide access, when requested by Covered Entity, to PHI in such Designated Record Set in order to comply with the requirements under 45 C.F.R. § 164.524. Such access shall be provided by Contractor in the time and manner reasonably requested by Covered Entity or the Individual.
- (g) Amendment. When requested by Covered Entity, Contractor agrees to make any amendment(s) to PHI in such Designated Record Set that Covered Entity or the Individual directs or agrees to pursuant to 45 C.F.R. § 164.526. Such amendments shall be made by Contractor in the time and manner reasonably requested by Covered Entity or the Individual. In the event Contractor receives an amendment request directly from an Individual, Contractor shall forward the request to Covered Entity promptly upon receipt.
- (h) Audit and Inspection. Contractor agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI, available to Covered Entity or the Secretary or his or her designee for the limited purposes of the Secretary determining Covered Entity's compliance with HIPAA, as requested by Covered Entity or the Secretary.
- (i) Documentation of Disclosures/Accounting. Covered Entity agrees to document any disclosures of PHI and any information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting in accordance with 45 C.F.R. § 164.528, and upon request by Covered Entity, to provide such information to Covered Entity or to the Individual. In the event Contractor receives an accounting request directly from an Individual, Contractor shall forward the request to Covered Entity immediately upon receipt.
- (j) Compliance with Privacy Rule. To the extent that Covered Entity is a Covered Entity and Contractor is performing an obligation of Covered Entity under the Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

- (k) Other Laws. Contractor understands that Covered Entity is subject to State and Federal laws in addition to HIPAA governing the privacy and security of PHI. Contractor agrees to abide by all such laws, whether or not fully articulated herein, and to keep the PHI in the same manner and subject to the same standards as is required of Covered Entity.

3. Permitted Uses and Disclosures

- (a) Services. Subject to the provisions of Section 4 below, and except as otherwise limited in this Agreement, Contractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity or Contractor if such use or disclosure of PHI would not violate HIPAA or the HIPAA Rules.
- (b) Minimum Necessary. Contractor shall utilize a Limited Data Set, if practicable, for all uses, disclosures or requests of PHI. Otherwise it shall limit the use, disclosure, or request of PHI, to the "minimum necessary," to accomplish the intended purpose of such use, disclosure, or request, in accordance with 45 CFR § 164.514(d) and as interpreted by HHS as guidance.
- (c) Business Activities. Except as otherwise limited in this Agreement, Contractor may use PHI for its proper management and administration of Contractor or to meet its legal responsibilities, provided that the disclosures are Required by Law or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed upon Contractor pursuant to this Agreement), and provided further that the person to whom the information is disclosed agrees to notify Contractor of any instances of which it is aware in which the confidentiality of the information has been breached. Contractor may disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).
- (d) Marketing and Sale of PHI. Contractor shall not use or disclose PHI for marketing purposes, unless expressly directed by Covered Entity, and in accordance with the HIPAA Rules. Contractor shall comply with the prohibition on the sale of PHI in accordance with the HIPAA Rules.
- (e) Data Aggregation and De-identified Data. Except as otherwise limited in this Agreement, AA may Use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(c)(2)(i)(B).

4. Obligations of Covered Entity

- (a) Restrictions. To the extent that such limitations may affect Contractor's use or disclosure of PHI, Covered Entity shall notify Contractor of (i) any limitations in any applicable notice of privacy practices as required under 45 C.F.R. § 164.520, as well as any changes to that notice, (ii) any changes in, or revocation of,

permission by an Individual to use or disclose PHI, and (iii) any restriction to the use or disclosure of PHI agreed to in accordance with 45 C.F.R. § 164.522.

- (b) Requests. Covered Entity shall not request Contractor to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

5. Term and Termination

- (a) Term. This Agreement shall be effective as of the Effective Date and shall continue unless or until the Agreement is terminated in accordance with the provisions of Section 5(b), or the Agreement between the parties terminates.
- (b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Contractor, Covered Entity shall either (i) provide an opportunity for Contractor to cure the breach or end the violation and, if Contractor does not cure the breach or end the violation within the cure period specified in the Agreement or if none is specified, then within ten (10) days, terminate this Agreement and the Services Agreement; (ii) immediately terminate this Agreement and the Services Agreement if cure is not possible or in its discretion; or (iii) if neither termination nor cure are possible, Covered Entity shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (i) Upon termination of this Agreement or the Services Agreement for any reason, Contractor shall return or destroy all PHI received from Covered Entity. Contractor shall retain no copies of the PHI in any form. Contractor shall promptly provide written confirmation of such destruction to Covered Entity.
 - (ii) Notwithstanding the foregoing, in the event that Contractor determines that returning or destroying the PHI is infeasible, Contractor shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If the return or destruction of PHI is infeasible, Contractor shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PHI.

6. Miscellaneous

- (a) Survival. The respective rights and obligations of Contractor under Sections 5(c) and 6(a) of this Agreement shall survive the termination of this Agreement.
- (b) Compliance with EDI Rule. To the extent applicable, Contractor agrees that it will comply with all applicable standards under the EDI Rule.

- (c) Amendments. No amendment to this Agreement shall be effective unless it is in writing and signed and dated by the parties hereto or as required by law or regulations. The parties recognize that the Secretary may issue further amendments to the HIPAA Rules pursuant to the Secretary's authority under law.
- (d) Interpretation. Construction of this Agreement shall be resolved in favor of a meaning that permits both parties to comply with applicable law protecting the privacy, security and confidentiality of PHI, including but not limited to HIPAA and the HIPAA Rules. To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties, this Agreement shall control.
- (e) Other Federal and State Law. The parties agree to comply with other federal and state law as may apply to the Protected Health Information. In the event of a conflict between the requirements of such other law and the requirements stated herein, the applicable law under a conflict-of-law analysis, including the preemption analysis required under HIPAA, shall apply.
- (f) Waiver. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or in equity.
- (g) Subpoena. In the event that Contractor receives a subpoena for any PHI in Contractor's possession, Contractor shall immediately notify Covered Entity and deliver a copy of the subpoena to Covered Entity. Contractor shall respond to the subpoena only in accordance with the Privacy Rule.
- (h) Indemnification. Contractor shall indemnify and hold Covered Entity (including Covered Entity's officers, owners, employees, agents and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, including reasonable attorneys' fees, court costs and punitive damages which may arise against Covered Entity as a result of any violation of this Agreement.
- (i) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Contractor, and their respective successors and assigns, as permitted pursuant to the Agreement, any rights, obligations, remedies or liabilities.
- (j) Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If to Covered Entity:

If to Contractor:

Mark Peller O.D. and Associates PC d/b/a
Nationwide Optometry of Nevada
220 North McKemy Avenue
Chandler, AZ 85226-2654
Attn: President

Nationwide Vision Center, Inc.
220 North McKemy Avenue
Chandler, AZ 85226-2654
Attn: President

- (k) Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded.
- (l) Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto, provided, however, that this Agreement may be assigned by Covered Entity to any successor entity operating Covered Entity, and such assignment shall forever release Covered Entity hereunder.
- (m) Binding Effect. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- (n) Non Exclusivity. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other person or entity on either a limited or general basis while this Agreement is in effect.
- (o) Signatures. This Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed an original and all of which taken together shall constitute one instrument. This Agreement and any counterpart original may be executed and transmitted by facsimile. The facsimile signature shall be valid and acceptable for all purposes as if it were an original.

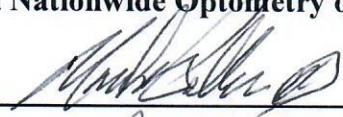
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

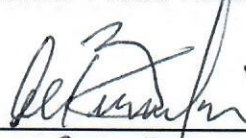
Covered Entity:

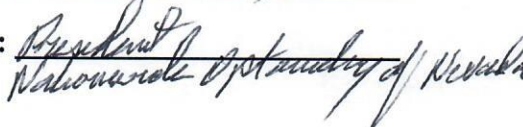
Contractor:

Mark Peller O.D. and Associates PC
d/b/a Nationwide Optometry of Nevada

Nationwide Vision Center, Inc.

By: 

By: 

Title: 
President
Nationwide Optometry of Nevada

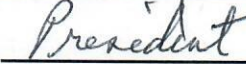
Title: 
President

EXHIBIT 2

**WRITTEN CONSENT OF THE
SOLE SHAREHOLDER AND SOLE DIRECTOR OF
MARK PELLER OD AND ASSOCIATES PC**

The undersigned, being the sole Shareholder and sole Director of Mark Peller OD and Associates PC, a Nevada professional corporation doing business as Nationwide Optometry of Nevada (the "Company"), does hereby adopt and consent to the adoption of the following preambles and resolutions and declare them to be in full force and effect as of the effective date below, as if adopted at a regularly scheduled meeting of the shareholder of the Company:

BACKGROUND

On December 12, 2017, pursuant to the Action by Written Consent of Sole Director ("Action"), the Company adopted Bylaws and thereby appointed certain Authorized Officers who are not Nevada-licensed optometrists, and took certain other actions, inadvertently violating Chapter 89 of the Nevada Revised Statutes governing professional corporations.

NOW, THEREFORE, in accordance with NRS Chapter 89 and other law applicable to the practice of optometry in Nevada, the Shareholder and Director of Company resolves as follows:

ADOPTION OF AMENDED AND RESTATED BYLAWS

RESOLVED, that the form of Amended and Restated Bylaws attached hereto as Exhibit A and incorporated herein by reference be, and hereby is, adopted as the Bylaws of the Company ("Bylaws").

FURTHER RESOLVED, that the previous bylaws of Company be, and hereby is, deemed null and void.

APPOINTMENT OF OFFICERS

WHEREAS, pursuant to Article V, Section 1 of the Bylaws, the Board shall appoint the officers of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that the following individual be, and hereby is, appointed as the Company's officers (the "Authorized Officers"), effective as of the date set forth below, to hold office in accordance with the Bylaws:

<u>Name</u>	<u>Office</u>
Mark Peller, O.D.	President
Mark Peller, O.D.	Secretary
Mark Peller, O.D.	Treasurer

APPOINTMENT OF ADMINISTRATIVE STAFF

NOW, THEREFORE, BE IT RESOLVED, that the following individuals be appointed to assist the Company in its administrative functions related to Company operations,

but not as a statutory officer and shall not interfere in the practice of optometry by the Company's licensed optometrist employees: Al Bernstein- chief operating officer related to non-clinical matters; and Jennifer Andrews-financial matters.

FURTHER RESOLVED, that the sole Shareholder and sole Director of Company be, and hereby is, authorized on behalf of Company to take any action necessary to remove any persons who are not Authorized Officers as authorized signatories on Company's Bank Account(s) as may be necessary or proper for the business activities of the Company.

OMNIBUS RESOLUTIONS

FURTHER RESOLVED, that the sole Shareholder and sole Director is authorized to take any necessary and appropriate action to carry out the foregoing resolutions and to pay the costs, taxes and expenses related thereto.

FURTHER RESOLVED, that any and all acts taken by the sole Shareholder and sole Director, whether heretofore or hereafter taken or done, which are in conformity with the purposes and intents of the foregoing resolutions are hereby adopted, ratified, confirmed and approved in all respects.

FURTHER RESOLVED, that this Consent may be executed by facsimile or electronic signature and upon such execution shall have the same force and effect as an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Written Consent of the Sole Shareholder and Sole Director effective as of January 14th, 2019.

By: _____

Name: Mark Peller, OD

Its: Director

**AMENDED AND RESTATED BYLAWS
OF
MARK PELLER OD AND ASSOCIATES PC
("Corporation")**

**ARTICLE I.
NAME, OBJECTS AND POWERS**

- Section 1. Name. The name by which this Corporation is known Mark Peller OD and Associates PC.
- Section 2. Formation. This Corporation was formed by filing its Articles of Incorporation with the Nevada Secretary of State on December 11, 2017 (the "Articles").
- Section 3. Objects. The objects and purpose for which this Corporation is formed are as stated in the Articles.
- Section 4. Powers. This Corporation shall have all the powers and privileges granted to similar corporations under the Nevada Professional Entities and Associations Act, N.R.S. 89.010 *et. seq.*, and the Nevada Private Corporations Act, N.R.S. 78.010 *et. seq.* (collectively, the "Act").

**ARTICLE II.
OFFICES**

- Section 1. Principal Office. The principal office of this Corporation shall be located at any place either within or outside the State of Nevada as designated in this Corporation's most current filing with the Nevada Secretary of State. This Corporation may have such other offices, either within or without the State of Nevada, as the Board of Directors may designate or as the business of this Corporation may require from time to time.
- Section 2. Known Place of Business. A known place of business of this Corporation shall be located within the State of Nevada and may be, but need not be, the address of the statutory agent of this Corporation. This Corporation may change its known place of business from time to time in accordance with the relevant provisions of the Act.

**ARTICLE III.
SHAREHOLDERS**

- Section 1. Annual Shareholder Meeting. The annual meeting of the shareholders shall be held in May of each year, beginning with the year 2019 at such time and place, either within or without the State of Nevada, as shall be fixed by the Board of Directors or, in the absence of action by the Board of Directors, as set forth in the notice given or waiver signed with respect to such meeting pursuant to Section 3.3 below, for the purpose of electing Directors and for the transaction of such other business as may properly come before the meeting. If any annual meeting is for any reason not held on the date determined as aforesaid, a deferred annual meeting may thereafter be called and held in lieu thereof, at which the same proceedings

may be conducted. If the day fixed for the annual meeting shall be a legal holiday in the State of Nevada, such meeting shall be held on the next succeeding business day.

Section 2. Special Shareholder Meetings. Special meetings of the shareholders may be held whenever and wherever, either within or without the State of Nevada, called for by or at the direction of the Chairman of the Board of Directors, the President, or the Board of Directors.

Section 3. Notice of Shareholders Meetings.

(a) Required Notice. Notice stating the place, day and hour of any annual or special shareholders meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting by or at the direction of the person or persons calling the meeting, to each shareholder entitled to vote at such meeting and to any other shareholder entitled to receive notice of the meeting by law or the Articles. Notices to shareholders shall be given in accordance with, and shall be deemed to be effective at the time and in the manner described in the Act. If no designation is made of the place at which an annual or special meeting will be held in the notice for such meeting, the place of the meeting will be at the principal place of business of this Corporation.

(b) Adjourned Meeting. If any shareholders meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, and place, if the new date, time, and place are announced at the meeting before adjournment. But if a new record date for the adjourned meeting is fixed or must be fixed in accordance with law or these Bylaws, then notice of the adjourned meeting shall be given to those persons who are shareholders as of the new record date and who are entitled to such notice pursuant to Section 3.3(a) above.

(c) Waiver of Notice. Any shareholder may waive notice of a meeting (or any notice of any other action required to be given by the Act, the Articles, or these Bylaws), at any time before, during, or after the meeting or other action, by a writing signed by the shareholder entitled to the notice. Each such waiver shall be delivered to this Corporation for inclusion in the minutes or filing with the corporate records. Under certain circumstances, a shareholder's attendance at a meeting may constitute a waiver of notice, unless the shareholder takes certain actions to preserve his/her objections as described in the Act.

(d) Contents of Notice. The notice of each special shareholders meeting shall include a description of the purpose or purposes for which the meeting is called. Except as required by law or the Articles, the notice of an annual shareholders meeting need not include a description of the purpose or purposes for which the meeting is called.

Section 4. Fixing of Record Date. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive any distribution or dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors may fix in advance a date as the record date. Such record date shall not be more than sixty (60) days prior to the date on which the particular action requiring such determination of shareholders is to be taken. If no record date is so fixed by the Board of Directors, the record date for the determination of shareholders shall be as provided in the Act. When a determination of shareholders entitled to notice of or to vote at any meeting of shareholders has been made as provided in this Section, such determination shall apply to any adjournment thereof, unless the Board of Directors fixes a new record date, which it must do if the meeting

is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

Section 5. Shareholder List. This Corporation shall make a complete record of the shareholders entitled to notice of each meeting of shareholders thereof, arranged in alphabetical order, listing the address and the number of shares held by each. The shareholder list shall be available for inspection by any shareholder, beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting. The list shall be available at this Corporation's principal office or at another place identified in the meeting notice in the city where the meeting is to be held. Failure to comply with this section shall not affect the validity of any action taken at the meeting.

Section 6. Shareholder Quorum and Voting Requirements.

(a) If the Articles or the Act provide for voting by a single voting group on a matter, action on that matter is taken when voted upon by that voting group.

(b) Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. Unless the Articles or the Act provide otherwise, seventy-five percent (75%) of the votes entitled to be cast on a matter constitutes a quorum of that voting group for action on that matter.

(c) Once a share is represented for any purpose at a meeting, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting, unless a new record date is or must be set for that adjourned meeting.

(d) If a quorum exists, action on a matter (other than the election of Directors) by a voting group is approved if votes with respect to three-quarters of the shares outstanding are cast in favor of the action, unless the Articles or the Act require a greater number of votes or as provided below.

(e) Voting will be by ballot on any question as to which a ballot vote is demanded prior to the time the voting begins by any person entitled to vote on such question; otherwise, a voice vote will suffice. No ballot or change of vote will be accepted after the polls have been declared closed following the ending of the announced time for voting.

Section 7. Proxies. At all meetings of shareholders, a shareholder may vote in person or by proxy duly executed in writing by the shareholder or the shareholder's duly authorized attorney-in-fact. Only a person licensed as an optometrist may be appointed a proxy to vote shares. Such proxy shall comply with law and shall be filed with the Secretary of this Corporation or other person authorized to tabulate votes before or at the time of the meeting. No proxy shall be valid after six (6) months from the date of its execution unless otherwise provided in the proxy. The burden of proving the validity of any undated, irrevocable, or otherwise contested proxy at a meeting of the shareholders will rest with the person seeking to exercise the same. A facsimile appearing to have been transmitted by a shareholder or by such shareholder's duly authorized attorney-in-fact may be accepted as a sufficiently written and executed proxy.

Section 8. Voting of Shares. Unless otherwise provided in the Articles each outstanding share entitled to vote shall be entitled to one (1) vote upon each matter submitted to a vote at a meeting of shareholders.

Section 9. Voting for Directors. Unless otherwise provided in the Articles, Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present at the time of such vote. As provided by law, shareholders shall be entitled to cumulative voting in the election of Directors.

Section 10. Organization and Conduct of Meetings. Each meeting of the shareholders will be called to order and thereafter chaired by the Chairman of the Board of Directors if there is one, or, if not, or if the Chairman of the Board of Directors is absent or so requests, then by the President, or if both the Chairman of the Board of Directors and the President are unavailable, then by such other Officer of this Corporation or such shareholder as may be appointed by the Board of Directors. This Corporation's Secretary or in his or her absence, an Assistant Secretary will act as secretary of each meeting of the shareholders. If neither the Secretary nor an Assistant Secretary is in attendance, the chairman of the meeting may appoint any person (whether a shareholder or not) to act as secretary for the meeting. After calling a meeting to order, the chairman thereof may require the registration of all shareholders intending to vote in person and the filing of all proxies with the election inspector or inspectors, if one or more have been appointed (or, if not, with the secretary of the meeting). After the announced time for such filing of proxies has ended, no further proxies or changes, substitutions, or revocations of proxies will be accepted. If Directors are to be elected, a tabulation of the proxies so filed will, if any person entitled to vote in such election so requests, be announced at the meeting (or adjournment thereof) prior to the closing of the election polls. Absent a showing of bad faith on his or her part, the chairman of a meeting will, among other things, have absolute authority to fix the period of time allowed for the registration of shareholders and the filing of proxies, to determine the order of business to be conducted at such meeting, and to establish reasonable rules for expediting the business of the meeting and preserving the orderly conduct thereof (including any informal, or question and answer portions thereof).

Section 11. Shareholder Approval or Ratification. The Board of Directors may submit any contract or act for approval or ratification of the shareholders at a duly constituted meeting of the shareholders. Except as otherwise required by law, if any contract or act so submitted is approved or ratified by a majority of the votes cast thereon at such meeting, the same will be valid and as binding upon this Corporation and all of its shareholders as it would be if it were the act of its shareholders.

Section 12. Informalities and Irregularities. All informalities or irregularities in any call or notice of a meeting of the shareholders or in the areas of credentials, proxies, quorums, voting, and similar matters, will be deemed waived if no objection is made at the meeting.

Section 13. Shareholder Action by Written Consent. Any action required or permitted to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Nevada, its principal

place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded. The consents shall be delivered to this Corporation for inclusion in the minutes or filing with the corporate record. Action taken by consent is effective when the last shareholder signs the consent, unless the consent specifies a different effective date, except that if, by law, the action to be taken requires that notice be given to shareholders who are not entitled to vote on the matter, the effective date shall not be prior to ten (10) days after this Corporation shall give such shareholders written notice of the proposed action, which notice shall contain or be accompanied by the same material that would have been required if a formal meeting had been called to consider the action. A consent signed under this section has the effect of a meeting vote and may be described as such in any document.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. General Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of this Corporation shall be managed under the direction of, the Board of Directors.

Section 2. Number, Tenure, and Qualification of Directors. The authorized number of Directors (“Directors”) shall equal the number of shareholders. The number of Directors in office from time to time shall be within the limits specified above, as prescribed from time to time by resolution adopted by either the shareholders or the Board of Directors. The Directors will regularly be elected at each annual meeting of the shareholders, but Directors may be elected at any other meeting of the shareholders. Each Director shall hold office until the annual meeting of shareholders following his/her election, subject to his/her earlier resignation or removal. However, if a Director’s term expires, he/she shall continue to serve until his/her successor shall have been elected and qualified, until his/her resignation or removal, or until there is a decrease in the number of Directors. The Directors shall be licensed in the State of Nevada to render the professional service described in the Articles.

Section 3. Regular Meetings of the Board of Directors. A regular annual meeting of the Board of Directors is to be held as soon as practicable after the adjournment of each annual meeting of the shareholders, either at the place of the shareholders meeting or at such other place as the Directors elected at the shareholders meeting may have been informed of at or prior to the time of their election. Additional regular meetings may be held at regular intervals at such places and at such times as the Board of Directors may determine.

Section 4. Special Meetings of the Board of Directors. Special meetings of the Board of Directors may be held whenever and wherever called for by the Chairman of the Board of Directors, the President, or the number of Directors that would be required to constitute a quorum.

Section 5. Notice of, and Waiver of Notice for, Directors Meetings. No notice need be given of regular meetings of the Board of Directors. Notice of the time and place of any special Directors meeting shall be given at least forty-eight (48) hours prior thereto. Notice shall be given in accordance with and shall be deemed to be effective at the time and in the manner described in the Act. Any Director may

waive notice of any meeting and any adjournment thereof at any time before, during, or after it is held. Except as provided in the next sentence below, the waiver must be in writing, signed by the Director entitled to the notice, and filed with the minutes or corporate records. The attendance of a Director at or participation of a Director in a meeting shall constitute a waiver of notice of such meeting, unless the Director at the beginning of the meeting (or promptly upon his/her arrival) objects to holding the meeting or transacting business at the meeting, and does not thereafter vote for or assent to action taken at the meeting.

Section 6. Director Quorum. All of the Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.

Section 7. Directors, Manner of Acting.

(a) If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present shall be the act of the Board of Directors unless the Articles or these Bylaws require a greater percentage.

(b) Unless the Articles provide otherwise, any or all Directors may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting, in which case, any required notice of the meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

(c) A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless: (1) the Director objects at the beginning of the meeting (or promptly upon his/her arrival) to holding it or transacting business at the meeting; or (2) his/her dissent or abstention from the action taken is entered in the minutes of the meeting; or (3) he/she delivers written notice of his/her dissent or abstention to the presiding Officer of the meeting before its adjournment or to this Corporation before 5:00 p.m. on the next business day after the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 8. Director Action Without a Meeting. Unless the Articles provide otherwise, any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the action is taken by unanimous written consent of the Board of Directors as evidenced by one (1) or more written consents describing the action taken, signed by each Director and filed with the minutes or corporate records. Action taken by consent is effective when the last Director signs the consent, unless the consent specifies a different effective date. A signed consent has the effect of a meeting vote and may be described as such in any document.

Section 9. Removal of Directors by Shareholders. The shareholders may remove one (1) or more Directors at a meeting called for that purpose if notice has been given that a purpose of the meeting is such removal. The removal may be with or without cause unless the Articles provide that Directors may only be removed with cause. If less than the entire Board of Directors is to be removed, a Director may not be removed if the number of votes sufficient to elect the Director under cumulative voting is voted against the

Director's removal.

Section 10. Board of Director Vacancies.

(a) Unless the Articles provide otherwise, if a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors, either the shareholders or the Board of Directors may fill the vacancy.

(b) A vacancy that will occur at a specific later date (by reason of resignation effective at a later date) may be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs.

(c) The term of a Director elected to fill a vacancy expires at the next shareholders meeting at which Directors are elected.

Section 11. Director Compensation. Unless otherwise provided in the Articles by resolution of the Board of Directors, each Director may be paid his/her expenses, if any, of attendance at each meeting of the Board of Directors or any committee thereof, and may be paid a stated salary as Director or a fixed sum for attendance at each meeting of the Board of Directors or any committee thereof, or both. No such payment shall preclude any Director from serving this Corporation in any capacity and receiving compensation therefore.

Section 12. Director Committees.

(a) Creation of Committees. Unless the Articles provide otherwise, the Board of Directors may create one (1) or more committees and appoint members of the Board of Directors to serve on them. Each committee shall have one (1) or more members, who serve at the pleasure of the Board of Directors.

(b) Selection of Members. The creation of a committee and appointment of members to it shall be approved by the greater of (1) a majority of all the Directors in office when the action is taken or (2) the number of Directors required by the Articles to take such action.

(c) Required Procedures. Sections 4.3 through 4.8 which govern meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, apply to committees and their members.

(d) Authority. Unless limited by the Articles, each committee may exercise those aspects of the authority of the Board of Directors which the Board of Directors confers upon such committee in the resolution creating the committee, provided, however, that a committee may not: (1) authorize distributions; (2) approve or propose to shareholders action that requires shareholder approval under the Act; (3) fill vacancies on the Board of Directors or on any of its committees; (4) amend the Articles of Incorporation without shareholder action as provided by law; (5) adopt, amend or repeal these Bylaws; (6) approve a plan of merger not requiring shareholder approval; (7) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors; (8)

authorize or approve the issuance or sale or contract for sale of shares or determine the designation and relative rights, preferences, and limitations of a class or series of shares, except within limits specifically prescribed by the Board of Directors; or (9) fix the compensation of Directors for serving on the Board of Directors or any committee of the Board of Directors.

(e) Director Resignations. Any Director or committee member may resign from his or her office at any time by written notice delivered to the Board of Directors, the Chairman of the Board of Directors, or this Corporation at its known place of business. Any such resignation will be effective upon its receipt unless some later time is therein fixed, and then from that time. The acceptance of a resignation will not be required to make it effective.

ARTICLE V. OFFICERS

Section 1. Number of Officers. The Officers of this Corporation (“Officers”) shall be a President, a Secretary, and a Treasurer, each of whom shall be appointed by the Board of Directors and each Officer must be licensed to practice the professional service for which this Corporation is authorized. Such other Officers and assistant Officers as may be deemed necessary, including any Vice-Presidents, may be appointed by the Board of Directors. If specifically authorized by the Board of Directors, an Officer may appoint one (1) or more other Officers or assistant Officers. The same individual may simultaneously hold more than one (1) office in this Corporation.

Section 2. Appointment and Term of Office. The Officers of this Corporation shall be appointed by the Board of Directors for a term as determined by the Board of Directors. The designation of a specified term grants to the Officer no contract rights, and the Board of Directors can remove the Officer at any time prior to the termination of such term. If no term is specified, an Officer of this Corporation shall hold office until he or she resigns, dies, or until he or she is removed in the manner provided by law or in Section 5.3. The regular election or appointment of Officers will take place at each annual meeting of the Board of Directors, but elections of Officers may be held at any other meeting of the Board of Directors. All Officers must be licensed to practice medicine in the State of Nevada.

Section 3. Resignation and Removal of Officers. An Officer may resign at any time by delivering written notice to this Corporation at its known place of business. A resignation is effective when the notice is delivered unless the notice specifies a later effective date or event. Any Officer may be removed by the Board of Directors at any time, with or without cause. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Appointment of an Officer shall not of itself create contract rights.

Section 4. Duties of Officers. Officers of this Corporation shall have authority to perform such duties as may be prescribed from time to time by law, in these Bylaws, or by the Board of Directors, the President, or the superior Officer of any such Officer. Each Officer of this Corporation (in the order designated herein or by the Board of Directors) will be vested with all of the powers and charged with all of the duties of his or her superior Officer in the event of such superior Officer’s absence, death, or disability.

Section 5. Bonds and Other Requirements. The Board of Directors may require any Officer to give bond to this Corporation (with sufficient surety and conditioned for the faithful performance of the duties of his or her office) and to comply with such other conditions as may from time to time be required of him

or her by the Board of Directors.

Section 6. President. Unless otherwise specified by resolution of the Board of Directors, the President shall be the principal executive Officer of this Corporation and, subject to the control of the Board of Directors, shall supervise and control all of the business and affairs of this Corporation and the performance by all of its other Officers of their respective duties and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time. The President shall be licensed in the State of Nevada to render the professional service described in the Articles. The President shall, when present, and in the absence of a Chairman of the Board of Directors, preside at all meetings of the shareholders and of the Board of Directors. The President will be a proper Officer to sign on behalf of this Corporation any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture, contract, or other instrument, except in each such case where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other Officer or agent of this Corporation, or shall be required by law to be otherwise signed or executed. The President may represent this Corporation at any meeting of the shareholders or members of any other corporation, association, partnership, joint venture, or other entity in which this Corporation then holds shares of capital stock or has an interest, and may vote such shares of capital stock or other interest in person or by proxy appointed by him or her, provided that the Board of Directors may from time to time confer the foregoing authority upon any other person or persons.

Section 7. Vice-President. If appointed, in the absence of the President or in the event of his/her death or disability, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any such designation, then in the order of their appointment) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. If there is no Vice-President or in the event of the death or disability of all Vice-Presidents, then the Treasurer shall perform such duties of the President in the event of his or her absence, death, or disability. Each Vice-President will be a proper Officer to sign on behalf of this Corporation any deed, bill of sale, assignment, option, mortgage, pledge, note, bond, evidence of indebtedness, application, consent (to service of process or otherwise), agreement, indenture, contract, or other instrument, except in each such case where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other Officer or agent of this Corporation, or shall be required by law to be otherwise signed or executed. Any Vice-President may represent this Corporation at any meeting of the shareholders or members of any other corporation, association, partnership, joint venture, or other entity in which this Corporation then holds shares of capital stock or has an interest, and may vote such shares of capital stock or other interest in person or by proxy appointed by him or her, provided that the Board of Directors may from time to time confer the foregoing authority upon any other person or persons. A Vice-President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 8. Secretary. The Secretary shall: (a) keep the minutes of the proceedings of the shareholders and of the Board of Directors and any committee of the Board of Directors and all unanimous written consents of the shareholders, Board of Directors, and any committee of the Board of Directors in one (1) or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of any seal of this Corporation; (d) when requested or required, authenticate any records of this Corporation; (e) keep a

register of the address of each shareholder which shall be furnished to the Secretary by such shareholder; and (f) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. Except as may otherwise be specifically provided in a resolution of the Board of Directors, the Secretary will be a proper Officer to take charge of this Corporation's stock transfer books and to compile the voting record pursuant to Section 3.5 above, and to impress this Corporation's seal, if any, on any instrument signed by the President, any Vice President, or any other duly authorized person, and to attest to the same. In the absence of the Secretary, a secretary pro tempore may be chosen by the Directors or shareholders as appropriate to perform the duties of the Secretary.

Section 9. Treasurer. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of this Corporation; (b) receive and give receipts for moneys due and payable to this Corporation from any source whatsoever, and deposit all such moneys in the name of this Corporation in such bank, trust companies, or other depositories as shall be selected by the Board of Directors or any proper Officer; (c) keep full and accurate accounts of receipts and disbursements in books and records of this Corporation; and (d) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors. The Treasurer will render to the President, the Directors, and the shareholders at proper times an account of all his or her transactions as Treasurer and of the financial condition of this Corporation. The Treasurer shall be responsible for preparing and filing such financial reports, financial statements, and returns as may be required by law.

Section 10. Assistant Secretaries and Assistant Treasurers. The Assistant Secretaries and the Assistant Treasurers, when authorized by the Board of Directors, may sign with the President or Vice-President certificates for shares of this Corporation, the issuance of which shall have been authorized by a resolution of the Board of Directors. The Assistant Secretaries and Assistant Treasurers, in general, shall perform such duties as shall be assigned to them by the Secretary or the Treasurer, respectively, or by the President or the Board of Directors.

Section 11. Chairman of the Board of Directors. The Board of Directors may elect a Chairman to serve as a general executive Officer of this Corporation, and, if specifically designated as such by the Board of Directors, as the chief executive Officer of this Corporation. If elected, the Chairman will preside at all meetings of the Board of Directors and be vested with such other powers and duties as the Board of Directors may from time to time delegate to him or her.

Section 12. Compensation. The Board of Directors shall have power to fix the compensation of all Officers and Directors of this Corporation.

Section 13. Reimbursement. Any payments made to an Officer of this Corporation, such as a salary, commission, bonus, interest or rent, or entertainment expense incurred by such Officer, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service shall be reimbursed by such Officer to this Corporation to the full extent of such disallowance. It shall be the duty of the Board of Directors, to enforce payment of each such amount disallowed. In lieu of payment by the Officer, subject to the determination of the Board of Directors, proportionate amounts may be withheld from his or her future compensation payments until the amount owed to this Corporation has been recovered.

Section 14. Additional Appointments. In addition to the Officers contemplated in this Article V, the Board of Directors may appoint other agents of this Corporation with such authority to perform such duties as may be prescribed from time to time by the Board of Directors.

ARTICLE VI.

CERTIFICATES FOR SHARES AND THEIR TRANSFER

Section 1. Stock. Certificates of stock shall be of such form and device as the Directors may determine, and each certificate shall be signed by the President and Treasurer and shall express on its face its number, date of issue, whether preferred or common stock, and the number of Shares for which and the name of the person to whom it is issued.

Section 2. Transfer of Stock. Stock in this Corporation shall be transferable in person or by attorney, and recorded in the books of this Corporation, only in accordance with this Corporation's Stock Transfer Restriction and Shareholder Agreement ("Stockholders' Agreement").

Section 3. Lost Certificates. In the case of the loss or destruction of any certificate of stock, another may be issued in its place, upon proof by affidavit of such loss or destruction and upon the giving of a satisfactory bond and indemnity to this Corporation for such sums as the Board of Directors may provide.

Section 4. Holder of Record. This Corporation shall be entitled to treat the holder of record of any share or Shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other persons, whether or not it shall have express or other notice thereof, save as expressly provided by the laws of the State of Nevada.

ARTICLE VII.

DISTRIBUTIONS

Section 1. Distributions. The Board of Directors may, in its discretion, declare what, if any, distributions or dividends shall be made from the surplus or from the net profits of this Corporation upon the stock of this Corporation; provided, however, that no distribution or other dividend shall be declared or paid to the extent it would diminish the amount of the paid-in capital and such distributions are made in accordance with the Stockholders' Agreement. Distributions shall be payable upon such dates as the Board of Directors may designate. Before making any distribution of profits, the Board of Directors from time to time, in its absolute discretion, shall have power to set aside out of the surplus or net profits of this Corporation, such sum or sums as they think proper as a reserve fund or for such other purpose as the Board of Directors shall think conducive to the best interests of this Corporation.

Section 2. Checks, Drafts, Etc. The drawing of checks, acceptance of drafts, and bills of exchange, and the signing of promissory notes and other negotiable instruments shall be by the Treasurer or by such other person or persons, and in such manner, as may be authorized by the Board of Directors.

ARTICLE VIII.
REDEMPTION OF SHARES

Subject to the provisions of the Act, this Corporation shall redeem and issue Shares of stock in this Corporation only in accordance with the Stockholders' Agreement.

ARTICLE IX.
CORPORATE SEAL

The Board of Directors may provide for a corporate seal of this Corporation that will have inscribed thereon any designation including the name of this Corporation, Nevada as the state of incorporation, the year of incorporation, and the words "Corporate Seal."

ARTICLE X.
MISCELLANEOUS

Section 1. Execution of Papers. Except as the Board of Directors may otherwise authorize, all deeds, leases, transfer, contracts, bonds, mortgages, notes or other similar obligations made, accepted, or executed by this Corporation, shall be signed by either the President or the Treasurer.

Section 2. Fiscal Year. The fiscal year of this Corporation shall begin on February 1 and end on January 31 of each year unless otherwise provided by the Board of Directors.

Section 3. Bonds. The Board of Directors may require any Officer, agent, or employee of this Corporation to give a bond to this Corporation, conditioned upon the faithful discharge of his or her duties, with one or more sureties, and in such amount as may be satisfactory to the Board of Directors.

Section 4. Amendments. These Bylaws may be amended, altered, or repealed, or new Bylaws adopted, by the vote of the Board of Directors, subject to approval by the holders of the voting Shares of this Corporation represented in person or by proxy at any annual or special meeting of the stockholders, provided, that notice of such proposed amendment, alteration, repeal or new Bylaws is contained in the call of said meeting.

APPROVED AND ADOPTED this 14th day of January, 2019.

CERTIFICATE OF SECRETARY

I hereby certify that I am the Secretary of Mark Peller OD and Associates PC and that the foregoing Amended and Restated Bylaws constitute the bylaws of Mark Peller OD and Associates PC as duly adopted by resolution of the sole Director of Mark Peller OD and Associates PC dated this 14th day of January 2019.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 14th day of January, 2019.

By:

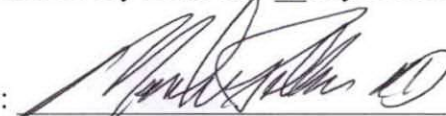

Mark Peller, O.D.

EXHIBIT 3

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

MTG MATLS page 165

ENTITY NUMBER

MARK PELLER OD AND ASSOCIATES PC

E0574322017-4

NAME OF CORPORATION

FOR THE FILING PERIOD OF DEC, 2018 TO DEC, 2019



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 20190016707-83 Filing Date and Time 01/14/2019 10:49 AM Entity Number E0574322017-4
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(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 MARK PELLER O.D.	TITLE(S) PRESIDENT (OR EQUIVALENT OF)
ADDRESS 220 N MCKEMY AVE.	CITY CHANDLER
	STATE AZ
	ZIP CODE 85226

NAME MARK PELLER OD	TITLE(S) SECRETARY (OR EQUIVALENT OF)
ADDRESS 220 N MCKEMY AVE	CITY CHANDLER
	STATE AZ
	ZIP CODE 85226

NAME MARK PELLER OD	TITLE(S) TREASURER (OR EQUIVALENT OF)
ADDRESS 220 N MCKEMY AVE.	CITY CHANDLER
	STATE AZ
	ZIP CODE 85226

NAME MARK PELLER O.D.	TITLE(S) DIRECTOR
ADDRESS 220 N MCKEMY AVE.	CITY CHANDLER
	STATE AZ
	ZIP CODE 85226

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 MARK PELLER OD

Title

PRESIDENT

Date

1/14/2019 10:49:13 AM

**Signature of Officer or
Other Authorized Signature**

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

EXHIBIT 4

STOCK TRANSFER RESTRICTION AND SHAREHOLDER AGREEMENT

THIS STOCK TRANSFER RESTRICTION AND SHAREHOLDER AGREEMENT (this "Agreement") is made and entered into as of January 14, 2019 (the "Effective Date") by and among Mark Peller, OD ("Shareholder"); Mark Peller OD and Associates PC, a Nevada professional corporation doing business as Nationwide Optometry of Nevada ("Corporation"), and Nationwide Vision Center, Inc., an Arizona corporation qualified to do business in Nevada ("ManageCo"). Shareholder, Corporation and ManageCo shall individually be referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Corporation is a duly organized Nevada professional corporation doing business in Nevada;

WHEREAS, Corporation has been incorporated in Nevada exclusively for the purpose of providing professional optometrist services and optometry products to patients in Nevada;

WHEREAS, ManageCo has and is currently providing all working capital and business management services for Corporation;

WHEREAS, Shareholder is the sole owner of all the issued and outstanding common stock (the "Shares") of Corporation as stated on Exhibit A attached hereto; and

WHEREAS, Shareholder, Corporation and ManageCo desire to place certain restrictions on the Shares to provide for continuity and harmonious management and control of Corporation, and to provide for an orderly and fair disposition of the Shares now or hereafter owned by any shareholder including Shareholder.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Designated Transferee. "Designated Transferee" shall mean that individual who is designated by ManageCo and who is a qualified Shareholder, as described in the Bylaws of Corporation.

1.2 Disability. "Disability" or "Disabled" as used herein, means, with respect to Shareholder, the substantial inability of Shareholder which prevents Shareholder from performing essential functions of his or her employment, even with reasonable accommodation of the disability, for ninety (90) or more consecutive days within any period of twelve (12) months. Shareholder will be deemed disabled upon receipt by ManageCo of the written opinion of a physician, mutually selected by the Parties, who has examined Shareholder. In signing this Agreement, Shareholder consents to such examination, to furnish any medical information requested by any examining physician, and to waive any applicable physician-patient privilege that may arise because of such examination.

1.3 Insolvency. "Insolvency" or "Bankruptcy" shall mean, with respect to Shareholder, adjudication of Shareholder as bankrupt or insolvent or Shareholder's admission in writing of his/her inability to pay debts as they mature or the making of an assignment for the benefit of Shareholder's

creditors; or Shareholder's application for or consent to the appointment of any receiver, trustee or similar officer for Shareholder or for all or any substantial part of Shareholder's property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Shareholder and such appointment shall continue undischarged for a period of ninety (90) days; or if Shareholder shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceedings relating to Shareholder under the laws of any jurisdiction or any such proceeding shall be instituted (by petition, application or otherwise) against him/her and shall remain undismissed for a period of ninety (90) days.

1.4 Legal Representative. The "Legal Representative" of Shareholder shall include any person or persons empowered or entitled to act with respect to the property of the insolvent, dissolved, deceased or incompetent Shareholder and shall include specifically, but not exclusively, any of the following: executors, administrators, trustees, conservators or heirs.

SECTION 2. SERVICES AGREEMENT

No Corporate Practice of Optometry. ManageCo shall not attempt to influence, direct, restrict, impair, or otherwise affect the exercise of professional judgment by Shareholder or any professional employee of, or professional contractor to, Corporation.

SECTION 3. SHAREHOLDER OBLIGATIONS

ManageCo has provided working capital funding and will provide certain management services and additional support in the future to Corporation. Accordingly, Shareholder hereby agrees to voluntarily assume the following obligations:

3.1 Exercise of Professional Judgment. At all times, Shareholder is responsible for the exercise his or her professional judgment in the provision of professional services and in the drafting, adoption, or implementation of any policy or procedure that affects patient care. No provision of this Agreement is intended to or shall be construed to influence, direct, restrict, impair, or otherwise affect the exercise of professional judgment by Shareholder or any professional employee of, or professional contractor to, Corporation. In addition, ManageCo shall make no attempt to direct, restrict, impair, or otherwise affect the exercise of professional judgment by Shareholder or any professional employee of, or professional contractor to, Corporation.

3.2 Initiation of Actions and Election and Removal of Directors. Shareholder shall initiate any and all actions regarding the election and removal of directors only as directed by ManageCo. If Corporation only has one shareholder, such shareholder shall serve as the director of Corporation. If Corporation has more than one shareholder, Shareholder shall elect a director from a slate of nominees approved, in writing, by ManageCo, provided, however, that ManageCo shall only provide nominees licensed in the practice of optometry. Shareholder shall not expand or contract the size of the board of directors of Corporation without the prior written approval of ManageCo.

3.3 Articles of Incorporation and Bylaws. Shareholder shall not amend the Articles of Incorporation or Bylaws of Corporation, in any form or fashion, without ManageCo's prior written approval and any attempt to do so without such prior written approval shall be null and void *ab initio*.

3.4 Management Services Agreement. Shareholder hereby acknowledges that he/she has received a copy of Corporation's Administrative Services and Support Agreement with ManageCo dated June 21, 2018 as may be amended from time to time (the "Services Agreement"), and further agrees to abide by all terms within the Services Agreement. Shareholder acknowledges that ManageCo may

terminate the Services Agreement if Shareholder transfers all or any part of the Shares in violation of this Agreement. Accordingly, Shareholder acknowledges that it is in the best interest of Corporation to provide for the continuation of Corporation's practice by assuring a qualified physician continues to hold the Shares in the event of a Transfer Event as defined below.

3.5 Other Actions. Shareholder shall not take any action and shall preclude the director(s) of Corporation from taking any action for Corporation with respect to the following without the prior written approval of ManageCo:

3.5.1 Changing the mission, purpose, or scope of Corporation and its operations, or the location, size or scope of its services or dissolving or attempting to dissolve Corporation;

3.5.2 Changing or relocating Corporation's business address;

3.5.3 Selling, leasing, purchasing, creating, dissolving, conveying or otherwise disposing of any real, personal, tangible or intangible property or other assets (or any interest in any of the foregoing), or incurring debt for money borrowed or guaranteeing the debt of another, or entering into any agreement or contract, whether binding, non-binding, condition or contingent, to do any of the foregoing;

3.5.4 Approving any annual operating or capital expenditure budgets, strategic and long range plans, major fund raising programs, physician compensation and other agreements, managed care agreements, and other financial commitments and any material deviations from such budgets, plans, agreements or commitments;

3.5.5 Approving the expenditure of any material amount of Corporation's funds;

3.5.6 Taking any action with regard to the settlement of claims or litigation against or in favor of Corporation or any professional employee of, or professional contractor to, Corporation;

3.5.7 Entering into, amending, modifying, revising or waiving the terms of any employment agreement or other independent contractor agreement by and between Corporation and any physician, optometrist, group practice or other clinical personnel;

3.5.8 Amending, modifying or revising the standard form of employment or independent contractor agreements used by Corporation;

3.5.9 Waiving any non-competition and non-solicitation covenants that may be contained in any employment and independent contractor agreements;

3.5.10 Authorizing or approving the execution of or the modification amendment, or terminating this Agreement, the Services Agreement, any billing and collection agreement, or other similar material agreement;

3.5.11 Approving financial, accounting, human resource, employee benefit, and other policies and procedures (except patient care policies and procedures) and the appointing or engaging any auditors, legal counsel and consultants;

3.5.12 Declaring or causing Corporation to make distributions of dividends, whether in cash or property, with respect to shares of stock of Corporation;

3.5.13 Entering into any agreement, contract or transaction to merge or consolidate Corporation with or into any other person, firm or entity or otherwise reorganizing Corporation;

3.5.14 Creating any subsidiary, affiliate or spin-off venture or entity, or enter into any partnership, affiliation or joint venture with any person or entity; and/or

3.5.15 Issuing, redeeming or otherwise engaging in any transactions with respect to shares of stock of Corporation.

3.6 Distributions. Shareholder agrees that Shareholder shall have no economic interest in or rights to profits, dividends or other distributions from the operations of Corporation. ManageCo shall be solely responsible for payment of any taxes related to the Corporation and agrees to indemnify Shareholder for payment of any such taxes related to the Corporation.

SECTION 4. TRANSFER OF SHARES

4.1 Restrictions on Transfer. Except as otherwise provided herein, Shareholder shall not sell, assign, transfer, gift, pledge, hypothecate, encumber or otherwise dispose of, whether voluntarily, involuntarily, by operation of law or otherwise, any of the Shares which Shareholder now owns or may hereafter acquire. Shareholder hereby acknowledges the reasonableness of the restrictions on any transfers imposed by this Agreement in view of the purpose of Corporation and the relationship of Shareholder. The transfer, sale, encumbrance, or other disposition of any of the Shares which Shareholder now owns or may hereafter shall be deemed invalid, null and void, and of no force or effect, and the purchaser of any such ownership rights shall not be entitled to vote or have any other rights in and with respect to such interest unless such transfer is made in conformance with and pursuant to the terms of this Agreement.

4.2 Automatic Transfer of Shares in Certain Events. By execution of this Agreement, Shareholder hereby agrees that all of the Shares held by Shareholder (or any heir, executor, administrator, personal representative, estate, testamentary beneficiary, donee, trustee in bankruptcy, successor or assignee of Shareholder) shall be transferred, or deemed transferred, to the Designated Transferee without further action by Shareholder upon the occurrence of any of the following events (each a "Transfer Event"):

4.2.1 Death of Shareholder;

4.2.2 Disability of Shareholder, or determination by a court of competent jurisdiction that Shareholder is incompetent and that such incompetence renders Shareholder unable to render any professional services on behalf of Corporation;

4.2.3 Disqualification of Shareholder under the Bylaws of Corporation or applicable law to be a shareholder of Corporation;

4.2.4 If any of the Shares held by Shareholder are transferred or attempted to be transferred voluntarily, involuntarily by operation of law or otherwise to any person or entity in breach of the terms of this Agreement;

4.2.5 Upon the date of filing any petition for or other document causing or intended to cause a judicial, administrative, voluntary or involuntary dissolution of Corporation;

4.2.6 Upon the filing of a voluntary or involuntary petition or the commencement of any proceeding by Corporation or Shareholder for any relief under any Insolvency laws, or any laws

relating to the relief of debtors, readjustment of indebtedness, receivership, reorganization, composition, or extension;

4.2.7 If Shareholder retires;

4.2.8 If Shareholder breaches any material provision of this Agreement in the reasonable determination of ManageCo;

4.2.9 Termination of the Services Agreement or the delivery of a notice of non-renewal by Corporation in accordance with the terms of the Services Agreement; or

4.2.10 Upon the receipt by Shareholder of written transfer instructions from Corporation or ManageCo for any reason.

4.3 Transfer upon Transfer Event. Upon the occurrence of a Transfer Event, subject to the terms set forth below, all of the Shares held by Shareholder or his Legal Representative shall be immediately transferred, or deemed transferred, to the Designated Transferee without further action by Shareholder pursuant to the following:

4.3.1 Shareholder shall be treated as though he were selling all of his/her Shares and rights in Corporation. The purchase price for the Shares transferred to the Designated Transferee shall be Ten Dollars (\$10.00) per Share. The Parties hereto have independently concluded and agreed that the valuation of the Shares set out above is fair and equitable;

4.3.2 Payment of the purchase price for the Shares shall be made to Shareholder in cash or by certified or cashier's check. The time for payment of the purchase price for the Shares shall be at 10:00 a.m. on the first business day following receipt by the Designated Transferee of notice of such Transfer Event and execution by the Designated Transferee of written consent to such transfer. The Designated Transferee shall tender the purchase price at the principal office of Corporation.

4.3.3 Notwithstanding anything to the contrary herein, upon the occurrence of a Transfer Event, the Shares will be immediately transferred or deemed transferred, to the Designated Transferee effective upon the date of such Transfer Event irrespective of the date of payment for the Shares.

4.4 Deposit and Custody of Shares. Upon execution of this Agreement, Shareholder hereby acknowledges and authorizes ManageCo to hold the Shares issued to Shareholder, including any additional Shares that may be issued to Shareholder after the Effective Date, for the benefit of the Designated Transferee. Upon the occurrence of a Transfer Event and receipt of written consent by the Designated Transferee to a transfer of the Shares, ManageCo shall authorize the Secretary of Corporation to transfer the Shares to the Designated Transferee and automatically register the Shares with the Designated Transferee on the books of Corporation. Upon request by ManageCo, Shareholder shall also immediately execute a stock transfer power covering the Shares transferred to the Designated Transferee.

4.5 Deliveries by Designated Transferee. Notwithstanding anything herein to the contrary, ManageCo's authorization of the Secretary of Corporation to transfer the Shares shall be contingent on ManageCo's prior or concurrent receipt of a copy of this Agreement duly executed by the Designated Transferee substituting the Designated Transferee for Shareholder hereunder.

4.6 Other Matters.

4.6.1 Upon the occurrence of a Transfer Event, Shareholder shall be disqualified as a shareholder of Corporation, and shall immediately resign or be deemed to have immediately resigned, as president, as any other officer of Corporation, and as director of Corporation and shall execute and deliver any agreements, certificates, documents or instruments, requested by ManageCo or Corporation acknowledging the same.

4.6.2 After occurrence of a Transfer Event, Shareholder, and any person who acquires the Shares, other than the Designated Transferee, shall neither have nor exercise any right or privilege as a shareholder of Corporation, including any right to receive any unallocated or undistributed dividend.

SECTION 5. COMMUNITY PROPERTY INTEREST

Shareholder hereby acknowledges that a spouse may have or acquire a community property interest in the Shares. Therefore, concurrent with the execution of this Agreement or within fifteen (15) days of Shareholder's marriage, Shareholder shall cause her/his spouse to execute a Consent of Spouse in the form attached hereto as Exhibit B. Shareholder hereby acknowledges and agrees to subject his or her entire interests in the Shares to the terms of this Agreement regardless of any community property interest of his or her spouse. Any transfer by Shareholder's spouse of interest in the Shares upon the death of Shareholder or otherwise shall not affect the terms and conditions of this Agreement and such transferred interest shall be null and void.

SECTION 6. SPECIFIC PERFORMANCE; INJUNCTIVE RELIEF

Shareholder hereby declares that it is impossible to measure in money the damages which will accrue to ManageCo by reason of a failure to perform any of the obligations under this Agreement, including, by way of illustration but not by way of limitation, the failure to transfer the Shares to Designated Transferee, and the attempted transfer of the Shares to a third party in contravention of the terms of this Agreement. Therefore, if ManageCo shall institute any action or proceeding to enforce the provisions of this Agreement or to enjoin any transfer in contravention of any of its provisions, Shareholder hereby waives the claim or defense that the person instituting such action or proceeding has an adequate remedy at law, and Shareholder shall not urge in any such action or proceeding the claim or defense that such remedy at law exists, and also waives any requirement that ManageCo furnish a bond of any type.

SECTION 7. VARIOUS CORPORATE MATTERS

7.1 Limitation on Issuance of Shares by Corporation. Corporation shall issue additional shares only with the prior written approval of ManageCo.

7.2 Copy of Agreement. Corporation shall keep a copy of this Agreement on file in the principal business office of Corporation.

7.3 Stock Transfer Ledger. Corporation shall keep a stock transfer book in which shall be recorded the name and address of each shareholder. No transfer of any shares shall be effective or valid unless and until duly recorded in the transfer book by an authorized officer or agent of Corporation. Corporation agrees not to record any transfer of shares in such stock transfer book unless the transfer is made in compliance with each and all of the provisions of this Agreement.

7.4 Endorsement on Shareholder Certificates. Shareholder shall cause the shareholder certificates evidencing the ownership of all of the Shares which he/she now owns or later acquires to be endorsed as follows:

“The sale, transfer, or hypothecation of Shareholder or ownership interests represented by this certificate is subject to certain restrictions and conditions set forth in a Stock Transfer Restriction and Shareholder Agreement dated January _____, 2019, among Corporation and the shareholder(s) of Corporation. A copy of the Stock Transfer Restriction and Shareholder Agreement is on file at the principal office of Corporation. This Stock Transfer Restriction and Shareholder Agreement provides, among other things, for certain prior rights to purchase and certain obligations to sell and to purchase Shareholder interests evidenced by this certificate at a designated purchase price. By accepting Shareholder interests evidenced by this certificate, the holder agrees to be bound by said Stock Transfer Restriction and Shareholder Agreement.”

SECTION 8. MISCELLANEOUS

8.1 Amendment. This Agreement may be amended or modified in any respect by an agreement in writing duly executed in the same manner as this Agreement by the Parties hereto. Any amendment shall be effective if and only if such amendment is signed by all Parties hereto.

8.2 Confidentiality. Shareholder agrees that he/she is a fiduciary of Corporation with regard to confidential or proprietary information. Confidential or proprietary information includes all information which any reasonable person would believe is confidential, whether oral, written or in any other form, pertaining in any way to the business of Corporation unless: (a) the information is or becomes publicly known through lawful means; (b) the information was lawfully in Shareholder's possession or knowledge prior to his/her service with Corporation; or (c) the information subsequently is disclosed to Shareholder by a third party lawfully and without breach of this Agreement and without restriction as to its use. Shareholder agrees to hold all confidential and proprietary information in confidence and not to disclose, use, copy, publish, or remove it directly or indirectly except during the term of this Agreement to the extent necessary to carry out Shareholder's duties under this Agreement. In the event of the termination of this Agreement for any reason, Shareholder shall return or cause to be returned to Corporation all Corporation properties, including but not limited to, all confidential and proprietary information in Shareholder's control or possession.

8.3 Assignment. Neither Shareholder nor Corporation shall assign this Agreement nor any right or obligation arising hereunder, in whole or in part, without the prior written consent of ManageCo.

8.4 Severability. Each section of this Agreement and each sentence, clause or phrase contained in such section shall be considered separable, and if for any reason any section or any sentence, clause or phrase contained in such section is determined to be invalid or contrary to any existing or future laws, such invalidity shall not impair the operation of or affect that portion of this Agreement which is valid. Any court considering the enforceability or validity of this Agreement is directed to modify this Agreement to the minimum extent necessary to make it valid and enforceable.

8.5 Exhibits. All exhibits referred to and attached hereto are hereby incorporated by reference and made a part of this Agreement. If any exhibit is inconsistent with any provision of this Agreement, the terms of this Agreement shall govern.

8.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada.

8.7 Waiver of Jury Trial: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

8.8 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

8.9 Agreement Binding on Successors. This Agreement shall be binding upon and inure to the benefit of Shareholder and his or her respective heirs, executors, Legal Representatives, transferees and assigns.

8.10 Notices. All notices required to be given under the terms of this Agreement or which any of the Parties may desire to give hereunder shall be in writing and shall be personally delivered to such person or shall be deemed given when sent by United States registered or certified mail, postage prepaid, or sent by Express Mail or other similar private overnight delivery service, addressed to the Party to be notified at the address or at other address as the Party to be notified may, for such purpose from time to time in writing, have furnished to the other Parties.

If to Shareholder, to:

Mark Peller, OD
220 N. McKemy Ave.
Chandler, AZ 85226

If to Corporation, to:

Mark Peller OD and Associates PC
d/b/a Nationwide Optometry of Nevada
220 N. McKemy Ave.
Chandler, AZ 85226

If to ManageCo, to:

Nationwide Vision Center, Inc.
220 N. McKemy Ave.
Chandler, AZ 85226
Attn: Al Bernstein, President

8.11 Attorney's Fees and Costs. In the event of any dispute or controversy arising out of or in connection with or to enforce this Agreement, the prevailing Party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred by such Party in connection with such dispute or controversy.

8.12 Headings. The headings, titles and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

8.13 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all other agreements oral or written, including but not limited to that certain Transfer and Governance Agreement dated December 12, 2017, and any amendments thereto, with respect to the subject matter hereof.

8.14 Waiver of Breach. The waiver of any Party hereto of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.

8.15 Further Assurances. Each Party hereto agrees to perform any further acts and to execute and deliver any further documents which may be reasonably necessary to carry out the terms and provisions of this Agreement.

8.16 No Third Party Beneficiaries. The Parties expressly agree that there are no third party beneficiaries to this Agreement.

8.17 Independent Counsel. THE PARTIES WARRANT AND REPRESENT: (i) IT HAS BEEN ADVISED TO BE REPRESENTED BY COUNSEL OF ITS OWN CHOOSING IN THE PREPARATION, ANALYSIS AND ADVISABILITY OF EXECUTION OF THIS AGREEMENT; (ii) IT IS FULLY AWARE THAT COUNSEL FOR THE CORPORATION HAS NOT ACTED OR PURPORTED TO ACT ON SHAREHOLDER'S BEHALF (UNLESS PURSUANT TO A SEPARATE WRITTEN ENGAGEMENT); (iii) IT HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL OR HAS HAD THE OPPORTUNITY AND REASONABLE TIME TO BE REPRESENTED BY INDEPENDENT COUNSEL BUT HAS DECIDED NOT BE REPRESENTED BY INDEPENDENT COUNSEL; (iv) IT HAS READ THIS AGREEMENT WITH CARE, UNDERSTANDS THE AGREEMENT AFFECTS SUBSTANTIAL LEGAL RIGHTS, AND BELIEVES IT FULLY AWARE OF AND UNDERSTANDS THE CONTENTS AND THE LEGAL EFFECT OF THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

CORPORATION

Mark Peller OD and Associates PC
d/b/a Nationwide Optometry of Nevada

A handwritten signature in black ink, appearing to read 'Mark Peller', written over a horizontal line.

By: Mark Peller, OD

Its: President

MANAGECO

Nationwide Vision Center, Inc.

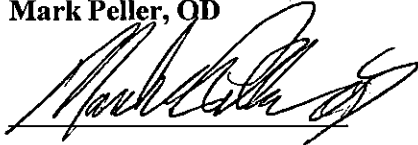
A handwritten signature in black ink, appearing to read 'Al Bernstein', written over a horizontal line.

By: Al Bernstein

Its: President

SHAREHOLDER

Mark Peller, OD

A handwritten signature in black ink, appearing to read 'Mark Peller', written over a horizontal line.

[Stock Transfer Restriction and Shareholder Agreement]

EXHIBIT A
SHARES OWNED BY SHAREHOLDER

<u>Name of Shareholder</u>	<u>Number of Common Stock Shares Owned</u>
Mark Peller, OD	100

EXHIBIT B

CONSENT OF SPOUSE

1. The undersigned spouse of Mark Peller, OD ("Shareholder") acknowledges reading and understanding the contents of the Stock Transfer Restriction and Shareholder Agreement entered into by and among Shareholder; Mark Peller OD and Associates PC, a Nevada professional corporation doing business as Nationwide Optometry of Nevada ("Corporation"); and Nationwide Vision Center, Inc., an Arizona corporation qualified to do business in Nevada ("ManageCo"), effective as of January 14, 2019, (the "Agreement").

2. The undersigned represents and warrants that she is aware of the provisions of the Agreement relating to the transfer of shares of common stock of Corporation, including the undersigned's own community property interest therein, if any, and agrees to be bound by those provisions and by all other provisions of the Agreement.

3. The undersigned understands that under the terms of the Agreement, the Shareholder agrees to sell his entire interest in Corporation on Shareholder's death, and to grant certain rights to Corporation and to ManageCo to purchase, or cause the purchase of, his entire interest in Corporation, including the undersigned's community interest therein, if any, upon the occurrence of other identifiable events set forth in the Agreement, for a price and under terms pursuant to the Agreement.

4. The undersigned further agrees that she will not take any action to hinder in any way the operations of Corporation, including by attempting to transfer the undersigned's interest therein, if any, and agrees to cooperate with Corporation and ManageCo to carry out the provisions of the Agreement in the event that the undersigned's marital relationship ceases to exist.

5. THE UNDERSIGNED WARRANTS AND REPRESENTS SHE: (i) HAS BEEN ADVISED TO BE REPRESENTED BY COUNSEL OF HER/HIS OWN CHOOSING IN THE ANALYSIS AND ADVISABILITY OF EXECUTION OF THIS CONSENT OF SPOUSE; (ii) HAS BEEN REPRESENTED BY INDEPENDENT COUNSEL, OR HAS HAD THE OPPORTUNITY AND REASONABLE TIME—BUT HAS DECIDED NOT— TO BE REPRESENTED BY INDEPENDENT COUNSEL; (iii) HAS READ THIS CONSENT OF SPOUSE AND THE AGREEMENT WITH CARE, UNDERSTANDS THEY AFFECT SUBSTANTIAL LEGAL RIGHTS, AND BELIEVES SHE IS FULLY AWARE OF AND UNDERSTAND THE CONTENTS AND THE LEGAL EFFECT OF BOTH.

Dated: January 14th, 2019


Cecilia Peller

EXHIBIT 5

STOCK TRANSFER POWER

For value received I, Mark Peller, OD, hereby sell, assign and transfer unto _____, One Hundred (100) shares of the Common Stock of Mark Peller OD and Associates PC, d/b/a Nationwide Optometry of Nevada, a Nevada professional corporation (the "Corporation") standing in my name on the books of the Corporation, and represented by Certificate No. ____ herewith, and I do hereby irrevocably constitute and appoint the Secretary or the Treasurer of Nationwide Vision Center, Inc., as attorney in fact, with an irrevocable power of attorney coupled with an interest, to transfer said shares of Common Stock on the books of the Corporation, with full power of substitution in the premises.

NOTICE IS HEREBY GIVEN THAT THE SALE, ASSIGNMENT, TRANSFER, PLEDGE, OR OTHER DISPOSITION OF THE STOCK OF THE CORPORATION IS SUBJECT TO A SHAREHOLDERS' AGREEMENT, A COPY OF WHICH IS ON FILE IN THE OFFICE OF THE SECRETARY OF SUCH CORPORATION.

Dated as of: _____



Mark Peller, O.D.

In Presence Of:

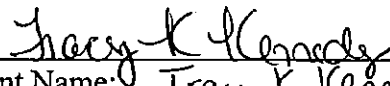

 Print Name: Tracy K Kennedy

EXHIBIT 6



Nationwide Optometry

Nationwide Optometry is a professional corporation owned and operated by individual, independent (from Nationwide Vision) Optometrists who employ other independent associated Optometrists who perform all Optometric Services within the retail locations of Nationwide Vision Centers.

In Arizona:

- Nationwide Optometry P.C.

In Nevada:

- Mark Peller O.D. and Associates P.C. d/b/a Nationwide Optometry of Nevada
- Erin O'Brien O.D.,
- Thuytian Mai O.D.,
- Thang Doan O.D.,
- Mehreen Zia O.D.

In Florida:

- Nationwide Optometry P.A. of Florida

What our customers are saying:

Abby was very helpful and made my glasses fit just right. I would recommend Nationwide to everyone.

- Theresa T

I had a quick and easy transition from the eye doctor to the Nationwide Laser Center. I had my eyes examined and asked if there was anything I could do to help the headaches I was getting from my glasses. Dr. Ruda gave me a phone number for LASIK. I called to set up an... [View Article](#)

- Wayne J

I had no idea you had such a selection of great eyewear. The optometrist helped me find the pair that fit my face, my personality and highlighted my eyes – which, I've been told, are one of my best features!

- Mel P

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[Professional Services](#)

[Community](#)

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[Eyeglasses](#)

[Sunglasses](#)

[Contact Lenses](#)

[Brands](#)

[Special Offers for Eye Wear](#)

[Eye Care Services](#)

[Comprehensive Eye Exams](#)

[Cataracts](#)

EXHIBIT 7

SUBLEASE

This SUBLEASE (this "Sublease") is dated as of January 1, 2019 by and between Nationwide Vision Center, Inc., an Arizona corporation ("Sublandlord"), and Mark Peller OD and Associates PC, a Nevada professional corporation doing business as Nationwide Optometry of Nevada ("Subtenant").

R E C I T A L S

A. Sublandlord is party to that certain Lease dated as of September 1, 2017 by and between Avranches, LLC ("Prime Landlord"), as landlord, and Sublandlord, as tenant, (the "Prime Lease"), a copy of which has been provided to Subtenant.

B. Pursuant to the Prime Lease, Sublandlord leases space at 2277-2279 Rampart Blvd., Las Vegas, Nevada (the "Premises") from Prime Landlord;

C. Subtenant desires to sublease from Sublandlord a certain portion of the Premises as detailed in Section III below (the "Subleased Space"), and Sublandlord is willing to sublease the Subleased Space to Subtenant on the provisions, covenants and conditions hereinafter set forth.

A G R E E M E N T

NOW, THEREFORE, in consideration, the mutual covenants made herein, and other consideration, the receipt and sufficient of which are hereby acknowledged and agreed, Sublandlord hereby subleases to Subtenant and Subtenant hereby takes and hires from Sublandlord the Subleased Space, on the terms and conditions set forth below:

I. Defined Terms. All terms defined in the Prime Lease and used herein shall, unless otherwise defined herein, have the meanings ascribed to such terms in the Prime Lease.

II. Term. The term of this Sublease shall commence on January 1, 2019 (the "Sublease Term Commencement Date"), and shall continue until the termination of the Prime Lease in accordance with the terms thereof; provided, however, that Sublandlord shall have the right to terminate the Sublease for any or no reason upon sixty (60) days' written notice to Subtenant.

III. Subleased Space. Subtenant shall sublease the Subleased Space, comprised of an examination room, a tech or pre-test room, and a reception area within the Premises, constituting approximately 401 square feet, or nineteen percent (19%, the "Proportionate Share") of the Premises. Subtenant shall also be entitled to utilize certain areas of the Premises in common with the Tenant such as the restroom facilities, staff break room, and entrance.

IV. Delivery. The Subleased Space shall be delivered to Subtenant on the Sublease Term Commencement Date, "as-is, where-is and with all faults", without representation or warranty, express or implied, and Subtenant hereby waives, disclaims and renounces any representation or warranty. Sublandlord shall provide Subtenant with working keys for the main entrance to the Premises

permitting access to the Subleased Space, as well as to any and all locking doors and cabinets of the Subleased Space.

V. **Base Rent.** Subtenant shall pay to Sublandlord, in advance, monthly installments, without withholding, offset or reduction, the Proportionate Share of the monthly rental amount set forth in the Prime Lease including the Proportionate Share of any other costs, expenses or fees set forth therein. It is the intent of the parties that the rent paid to Sublandlord by Subtenant under this Sublease shall at all times be fair market value. The amount of such Base Rent may vary in accordance with adjustments set forth in the Prime Lease. Any changes to the size of the Subleased Space will require an amendment to this Sublease signed by Sublandlord and Subtenant, with all requisite Prime Landlord consent.

VI. **Prime Lease.** Subtenant agrees that it will do nothing in, on or about the Premises which would result in the breach by Sublandlord of its undertakings and obligations under the Prime Lease. This Sublease shall be subject to and on all of the terms and conditions as are contained in the Prime Lease and the provisions of the Prime Lease applicable to the Subleased Space are hereby incorporated into this Sublease as if Sublandlord were the landlord thereunder and Subtenant the tenant thereunder.

VII. **Subtenant's Covenants.** Subtenant covenants to Sublandlord to perform all of the covenants and obligations to be performed by Sublandlord as Tenant under the Prime Lease as the same relate to the Subleased Space and to comply with this Sublease and the applicable provisions of the Prime Lease, as modified by this Sublease, in all respects (including, without limitation, complying with all OSHA, environmental and other applicable laws, regulations and standards). If Subtenant shall fail to make any payment or perform any act required to be made or performed by Subtenant under the Prime Lease pursuant to Subtenant's assumption of Sublandlord's obligations thereunder as they relate to the Subleased Space, and such default is not cured by Subtenant by the first to occur of (i) one-half of the period specified in the Prime Lease for curing such default, or (ii) five (5) days prior to the expiration of such Prime Lease cure period, Sublandlord, without waiving or releasing any obligation or default hereunder, may (but shall be under no obligation to) make such payment or perform such act for the account and at the expense of Subtenant, and may take any and all such actions as Sublandlord in its sole discretion deems necessary or appropriate to accomplish such cure. If Sublandlord shall reasonably incur any expense in remedying such default, Sublandlord shall be entitled to recover such sums upon demand from Subtenant as additional rent under this Sublease.

VIII. **Sublandlord's Covenants.** Sublandlord covenants to Subtenant to perform all of the terms and provisions required of it under the Prime Lease and to promptly pay when due all rents due and accruing to Prime Landlord. Sublandlord will use reasonable efforts to enforce on behalf of Subtenant Sublandlord's rights under the Prime Lease. Nothing contained in this Sublease shall be construed as a guarantee by Sublandlord of any of the obligations, covenants, warranties, agreements or undertakings of Prime Landlord in the Prime Lease, nor as an undertaking by Sublandlord to Subtenant on the same or similar terms as are contained in the Prime Lease.

IX. **Indemnification.** Subtenant shall indemnify Sublandlord and hold Sublandlord harmless from and against any and all claims, demands suits, judgments, liabilities, costs and expenses, including reasonable attorneys fees, arising out of or in connection with Subtenant's use and possession of the Subleased Space, or arising out of the failure of Subtenant, its agents, contractors or

employees to perform any covenant, term or condition of this Sublease or of the Prime Lease to be performed by Subtenant hereunder. Sublandlord shall indemnify Subtenant and hold Subtenant harmless from and against any and all claims, demands, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the failure of Sublandlord to perform any covenant, term or condition of this Sublease or of the Prime Lease to be performed by Sublandlord hereunder.

X. **Assignment and Subletting.** Subtenant shall not assign this Sublease in whole or in part or sublet the Subleased Space in whole or in part without the prior written consent of Sublandlord, which may be withheld or conditioned by Sublandlord in Sublandlord's sole and absolute discretion. No such sublease or assignment shall be effective without the consent of Prime Landlord under the Prime Lease. If, as to any sublease or assignment for which Sublandlord's consent is necessary, Subtenant receives rent or other consideration in excess of the base rent and additional rent payable under this Sublease, Subtenant shall pay to Sublandlord all of such excess, after deducting Subtenant's reasonable legal and brokerage expenses and fit-up expenses paid for by Subtenant at the time of such subleasing or assignment. Amounts received by Sublandlord under the immediately preceding sentence shall, after deducting Sublandlord's reasonable legal expenses incurred in connection therewith, be divided evenly between Prime Landlord and Sublandlord. If Sublandlord and Prime Landlord consent to any such assignment or subletting, Subtenant shall remain fully and primarily liable to Sublandlord, in all respects, under the Sublease.

XI. **Utilities.** Subtenant shall be responsible for the Proportionate Share of all utilities (including light, plug and HVAC electricity) in the Premises, to be paid by Subtenant to Sublandlord within ten (10) days after billing therefor.

XII. **Miscellaneous.**

A. **Counterparts.** This instrument may be signed in counterpart originals, which, taken together, shall constitute a single original instrument.

B. **Notices.** Notices to Sublandlord or Subtenant required or permitted hereunder shall be sent in the manner prescribed in the Prime Lease to the Premises in the case of notices to Sublandlord and to the Premises in the case of notices to Subtenant.

C. **Amendments.** This Sublease may not be changed or terminated orally but only by an agreement in writing signed by both Sublandlord and Subtenant.

D. **Estoppel Certificates.** Sublandlord and Subtenant each agree to furnish within twenty (20) days after written request therefor by the other, a certificate stating (i) that this Sublease is in full force and effect and has not been amended or modified (or describing such amendment or modification, if any); (ii) the dates through which base rent and additional rent have been paid hereunder; and (iii) that there are no defaults under this Sublease known to the signer of the certificate (or specifying such defaults, if known).

E. **No Waiver.** The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition or option in any other instance.

F. Memorandum of Lease. Subtenant shall not record this Sublease or any memorandum hereof.

G. Governing Law. This Sublease has been negotiated, executed and delivered in the State of Nevada, and the parties agree that the rights and obligations of the parties under this Sublease shall be governed and construed in accordance with the laws of the State of Nevada.

H. Severability. The invalidity of any of the provisions of this Sublease will not impair or affect in any manner the validity, enforceability or effect of the rest of this Sublease.

I. Entire Agreement. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Sublease, which alone fully and completely expresses the agreement between Sublandlord and Subtenant.

J. Relationship Between the Parties. This Sublease does not create the relationship of principal and agent, nor does it create any partnership, joint venture, or any association or relationship between Sublandlord and Subtenant other than as and to the extent specifically provided in this Sublease, the sole relationship of Sublandlord and Subtenant being that of sublandlord and subtenant as provided in this Sublease.

K. Remedies Cumulative. Except as specifically provided herein, all rights and remedies of Sublandlord under this Sublease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

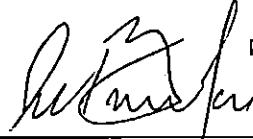
XIII. Regulatory Compliance. It is the intent of the parties that this Agreement comply in all respects with all applicable federal, state and local laws, regulations, rules and interpretive case decisions, and the parties have structured their relationship with that specific intent. However, each party understands that such laws, regulations and case decisions are complicated and in a state of flux. Therefore, in the event that any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction, or the applicable laws and regulations are altered by any legislative or regulatory body, or either party notifies the other party in writing of its reasonable belief that this Agreement or any of its provisions may be declared null, void, unenforceable, or in violation of applicable laws or regulations, the remaining provisions, if any, of this Agreement shall nevertheless continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Sublease as an instrument under seal as of the date first written above.

SUBLANDLORD:

Nationwide Vision Center, Inc.



Name: Al Bernstein
Its: President

SUBTENANT:

**Mark Peller OD and Associates PC,
d/b/a Nationwide Optometry of Nevada**

By: 

Name: Mark Peller, O.D.
Its: President

SUBLEASE

This SUBLEASE (this "Sublease") is dated as of January 1, 2019 by and between Nationwide Vision Center, Inc., an Arizona corporation ("Sublandlord"), and Mark Peller OD and Associates PC, a Nevada professional corporation doing business as Nationwide Optometry of Nevada ("Subtenant").

R E C I T A L S

A. Sublandlord is party to that certain Commercial Lease Agreement dated as of May 2018 by and between CH Realty VII/R Las Vegas Pebble, L.L.C. ("Prime Landlord"), as landlord, and Sublandlord, as tenant, (the "Prime Lease"), a copy of which has been provided to Subtenant.

B. Pursuant to the Prime Lease, Sublandlord leases space at 1000 North Green Valley Parkway, Henderson, Nevada (the "Premises") from Prime Landlord;

C. Subtenant desires to sublease from Sublandlord a certain portion of the Premises as detailed in Section III below (the "Subleased Space"), and Sublandlord is willing to sublease the Subleased Space to Subtenant on the provisions, covenants and conditions hereinafter set forth.

A G R E E M E N T

NOW, THEREFORE, in consideration, the mutual covenants made herein, and other consideration, the receipt and sufficient of which are hereby acknowledged and agreed, Sublandlord hereby subleases to Subtenant and Subtenant hereby takes and hires from Sublandlord the Subleased Space, on the terms and conditions set forth below:

I. Defined Terms. All terms defined in the Prime Lease and used herein shall, unless otherwise defined herein, have the meanings ascribed to such terms in the Prime Lease.

II. Term. The term of this Sublease shall commence on January 1, 2019 (the "Sublease Term Commencement Date"), and shall continue until the termination of the Prime Lease in accordance with the terms thereof; provided, however, that Sublandlord shall have the right to terminate the Sublease for any or no reason upon sixty (60) days' written notice to Subtenant.

III. Subleased Space. Subtenant shall sublease the Subleased Space, comprised of an examination room, a tech or pre-test room, and a reception area within the Premises, constituting approximately 343 square feet, or twenty-three percent (23%, the "Proportionate Share") of the Premises. Subtenant shall also be entitled to utilize certain areas of the Premises in common with the Tenant such as the restroom facilities, staff break room, and entrance.

IV. Delivery. The Subleased Space shall be delivered to Subtenant on the Sublease Term Commencement Date, "as-is, where-is and with all faults", without representation or warranty, express or implied, and Subtenant hereby waives, disclaims and renounces any representation or warranty. Sublandlord shall provide Subtenant with working keys for the main entrance to the Premises

permitting access to the Subleased Space, as well as to any and all locking doors and cabinets of the Subleased Space.

V. **Base Rent.** Subtenant shall pay to Sublandlord, in advance, monthly installments, without withholding, offset or reduction, the Proportionate Share of the monthly rental amount set forth in the Prime Lease including the Proportionate Share of any other costs, expenses or fees set forth therein. It is the intent of the parties that the rent paid to Sublandlord by Subtenant under this Sublease shall at all times be fair market value. The amount of such Base Rent may vary in accordance with adjustments set forth in the Prime Lease. Any changes to the size of the Subleased Space will require an amendment to this Sublease signed by Sublandlord and Subtenant, with all requisite Prime Landlord consent.

VI. **Prime Lease.** Subtenant agrees that it will do nothing in, on or about the Premises which would result in the breach by Sublandlord of its undertakings and obligations under the Prime Lease. This Sublease shall be subject to and on all of the terms and conditions as are contained in the Prime Lease and the provisions of the Prime Lease applicable to the Subleased Space are hereby incorporated into this Sublease as if Sublandlord were the landlord thereunder and Subtenant the tenant thereunder.

VII. **Subtenant's Covenants.** Subtenant covenants to Sublandlord to perform all of the covenants and obligations to be performed by Sublandlord as Tenant under the Prime Lease as the same relate to the Subleased Space and to comply with this Sublease and the applicable provisions of the Prime Lease, as modified by this Sublease, in all respects (including, without limitation, complying with all OSHA, environmental and other applicable laws, regulations and standards). If Subtenant shall fail to make any payment or perform any act required to be made or performed by Subtenant under the Prime Lease pursuant to Subtenant's assumption of Sublandlord's obligations thereunder as they relate to the Subleased Space, and such default is not cured by Subtenant by the first to occur of (i) one-half of the period specified in the Prime Lease for curing such default, or (ii) five (5) days prior to the expiration of such Prime Lease cure period, Sublandlord, without waiving or releasing any obligation or default hereunder, may (but shall be under no obligation to) make such payment or perform such act for the account and at the expense of Subtenant, and may take any and all such actions as Sublandlord in its sole discretion deems necessary or appropriate to accomplish such cure. If Sublandlord shall reasonably incur any expense in remedying such default, Sublandlord shall be entitled to recover such sums upon demand from Subtenant as additional rent under this Sublease.

VIII. **Sublandlord's Covenants.** Sublandlord covenants to Subtenant to perform all of the terms and provisions required of it under the Prime Lease and to promptly pay when due all rents due and accruing to Prime Landlord. Sublandlord will use reasonable efforts to enforce on behalf of Subtenant Sublandlord's rights under the Prime Lease. Nothing contained in this Sublease shall be construed as a guarantee by Sublandlord of any of the obligations, covenants, warranties, agreements or undertakings of Prime Landlord in the Prime Lease, nor as an undertaking by Sublandlord to Subtenant on the same or similar terms as are contained in the Prime Lease.

IX. **Indemnification.** Subtenant shall indemnify Sublandlord and hold Sublandlord harmless from and against any and all claims, demands suits, judgments, liabilities, costs and expenses, including reasonable attorneys fees, arising out of or in connection with Subtenant's use and possession of the Subleased Space, or arising out of the failure of Subtenant, its agents, contractors or

employees to perform any covenant, term or condition of this Sublease or of the Prime Lease to be performed by Subtenant hereunder. Sublandlord shall indemnify Subtenant and hold Subtenant harmless from and against any and all claims, demands, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the failure of Sublandlord to perform any covenant, term or condition of this Sublease or of the Prime Lease to be performed by Sublandlord hereunder.

X. **Assignment and Subletting.** Subtenant shall not assign this Sublease in whole or in part or sublet the Subleased Space in whole or in part without the prior written consent of Sublandlord, which may be withheld or conditioned by Sublandlord in Sublandlord's sole and absolute discretion. No such sublease or assignment shall be effective without the consent of Prime Landlord under the Prime Lease. If, as to any sublease or assignment for which Sublandlord's consent is necessary, Subtenant receives rent or other consideration in excess of the base rent and additional rent payable under this Sublease, Subtenant shall pay to Sublandlord all of such excess, after deducting Subtenant's reasonable legal and brokerage expenses and fit-up expenses paid for by Subtenant at the time of such subleasing or assignment. Amounts received by Sublandlord under the immediately preceding sentence shall, after deducting Sublandlord's reasonable legal expenses incurred in connection therewith, be divided evenly between Prime Landlord and Sublandlord. If Sublandlord and Prime Landlord consent to any such assignment or subletting, Subtenant shall remain fully and primarily liable to Sublandlord, in all respects, under the Sublease.

XI. **Utilities.** Subtenant shall be responsible for the Proportionate Share of all utilities (including light, plug and HVAC electricity) in the Premises, to be paid by Subtenant to Sublandlord within ten (10) days after billing therefor.

XII. **Miscellaneous.**

A. **Counterparts.** This instrument may be signed in counterpart originals, which, taken together, shall constitute a single original instrument.

B. **Notices.** Notices to Sublandlord or Subtenant required or permitted hereunder shall be sent in the manner prescribed in the Prime Lease to the Premises in the case of notices to Sublandlord and to the Premises in the case of notices to Subtenant.

C. **Amendments.** This Sublease may not be changed or terminated orally but only by an agreement in writing signed by both Sublandlord and Subtenant.

D. **Estoppel Certificates.** Sublandlord and Subtenant each agree to furnish within twenty (20) days after written request therefor by the other, a certificate stating (i) that this Sublease is in full force and effect and has not been amended or modified (or describing such amendment or modification, if any); (ii) the dates through which base rent and additional rent have been paid hereunder; and (iii) that there are no defaults under this Sublease known to the signer of the certificate (or specifying such defaults, if known).

E. **No Waiver.** The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition or option in any other instance.

F. Memorandum of Lease. Subtenant shall not record this Sublease or any memorandum hereof.

G. Governing Law. This Sublease has been negotiated, executed and delivered in the State of Nevada, and the parties agree that the rights and obligations of the parties under this Sublease shall be governed and construed in accordance with the laws of the State of Nevada.

H. Severability. The invalidity of any of the provisions of this Sublease will not impair or affect in any manner the validity, enforceability or effect of the rest of this Sublease.

I. Entire Agreement. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Sublease, which alone fully and completely expresses the agreement between Sublandlord and Subtenant.

J. Relationship Between the Parties. This Sublease does not create the relationship of principal and agent, nor does it create any partnership, joint venture, or any association or relationship between Sublandlord and Subtenant other than as and to the extent specifically provided in this Sublease, the sole relationship of Sublandlord and Subtenant being that of sublandlord and subtenant as provided in this Sublease.

K. Remedies Cumulative. Except as specifically provided herein, all rights and remedies of Sublandlord under this Sublease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

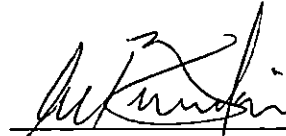
XIII. **Regulatory Compliance**. It is the intent of the parties that this Agreement comply in all respects with all applicable federal, state and local laws, regulations, rules and interpretive case decisions, and the parties have structured their relationship with that specific intent. However, each party understands that such laws, regulations and case decisions are complicated and in a state of flux. Therefore, in the event that any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction, or the applicable laws and regulations are altered by any legislative or regulatory body, or either party notifies the other party in writing of its reasonable belief that this Agreement or any of its provisions may be declared null, void, unenforceable, or in violation of applicable laws or regulations, the remaining provisions, if any, of this Agreement shall nevertheless continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Sublease as an instrument under seal as of the date first written above.

SUBLANDLORD:

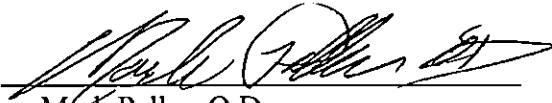
Nationwide Vision Center, Inc.



Name: Al Bernstein
Its: President

SUBTENANT:

**Mark Peller OD and Associates PC,
d/b/a Nationwide Optometry of Nevada**

By: 

Name: Mark Peller, O.D.
Its: President

SUBLEASE

This SUBLEASE (this "Sublease") is dated as of January 1, 2019 by and between Nationwide Vision Center, Inc., an Arizona corporation ("Sublandlord"), and Mark Peller OD and Associates PC, a Nevada professional corporation doing business as Nationwide Optometry of Nevada ("Subtenant").

R E C I T A L S

A. Sublandlord is party to that certain Lease dated as of February 9, 2018 by and between Las Vegas Covenant Group LLC ("Prime Landlord"), as landlord, and Sublandlord, as tenant, (the "Prime Lease"), a copy of which has been provided to Subtenant.

B. Pursuant to the Prime Lease, Sublandlord leases space at 8025 S. Rainbow Boulevard, Suite 100, Las Vegas, Nevada, 89139 (the "Premises") from Prime Landlord;

C. Subtenant desires to sublease from Sublandlord a certain portion of the Premises as detailed in Section III below (the "Subleased Space"), and Sublandlord is willing to sublease the Subleased Space to Subtenant on the provisions, covenants and conditions hereinafter set forth.

A G R E E M E N T

NOW, THEREFORE, in consideration, the mutual covenants made herein, and other consideration, the receipt and sufficient of which are hereby acknowledged and agreed, Sublandlord hereby subleases to Subtenant and Subtenant hereby takes and hires from Sublandlord the Subleased Space, on the terms and conditions set forth below:

I. Defined Terms. All terms defined in the Prime Lease and used herein shall, unless otherwise defined herein, have the meanings ascribed to such terms in the Prime Lease.

II. Term. The term of this Sublease shall commence on January 1, 2019 (the "Sublease Term Commencement Date"), and shall continue until the termination of the Prime Lease in accordance with the terms thereof; provided, however, that Sublandlord shall have the right to terminate the Sublease for any or no reason upon sixty (60) days' written notice to Subtenant.

III. Subleased Space. Subtenant shall sublease the Subleased Space, comprised of an examination room, a tech or pre-test room, and a reception area within the Premises, constituting approximately 495 square feet, or seventeen percent (17%, the "Proportionate Share") of the Premises. Subtenant shall also be entitled to utilize certain areas of the Premises in common with the Tenant such as the restroom facilities, staff break room, and entrance.

IV. Delivery. The Subleased Space shall be delivered to Subtenant on the Sublease Term Commencement Date, "as-is, where-is and with all faults", without representation or warranty, express or implied, and Subtenant hereby waives, disclaims and renounces any representation or warranty. Sublandlord shall provide Subtenant with working keys for the main entrance to the Premises

permitting access to the Subleased Space, as well as to any and all locking doors and cabinets of the Subleased Space.

V. **Base Rent.** Subtenant shall pay to Sublandlord, in advance, monthly installments, without withholding, offset or reduction, the Proportionate Share of the monthly rental amount set forth in the Prime Lease including the Proportionate Share of any other costs, expenses or fees set forth therein. It is the intent of the parties that the rent paid to Sublandlord by Subtenant under this Sublease shall at all times be fair market value. The amount of such Base Rent may vary in accordance with adjustments set forth in the Prime Lease. Any changes to the size of the Subleased Space will require an amendment to this Sublease signed by Sublandlord and Subtenant, with all requisite Prime Landlord consent.

VI. **Prime Lease.** Subtenant agrees that it will do nothing in, on or about the Premises which would result in the breach by Sublandlord of its undertakings and obligations under the Prime Lease. This Sublease shall be subject to and on all of the terms and conditions as are contained in the Prime Lease and the provisions of the Prime Lease applicable to the Subleased Space are hereby incorporated into this Sublease as if Sublandlord were the landlord thereunder and Subtenant the tenant thereunder.

VII. **Subtenant's Covenants.** Subtenant covenants to Sublandlord to perform all of the covenants and obligations to be performed by Sublandlord as Tenant under the Prime Lease as the same relate to the Subleased Space and to comply with this Sublease and the applicable provisions of the Prime Lease, as modified by this Sublease, in all respects (including, without limitation, complying with all OSHA, environmental and other applicable laws, regulations and standards). If Subtenant shall fail to make any payment or perform any act required to be made or performed by Subtenant under the Prime Lease pursuant to Subtenant's assumption of Sublandlord's obligations thereunder as they relate to the Subleased Space, and such default is not cured by Subtenant by the first to occur of (i) one-half of the period specified in the Prime Lease for curing such default, or (ii) five (5) days prior to the expiration of such Prime Lease cure period, Sublandlord, without waiving or releasing any obligation or default hereunder, may (but shall be under no obligation to) make such payment or perform such act for the account and at the expense of Subtenant, and may take any and all such actions as Sublandlord in its sole discretion deems necessary or appropriate to accomplish such cure. If Sublandlord shall reasonably incur any expense in remedying such default, Sublandlord shall be entitled to recover such sums upon demand from Subtenant as additional rent under this Sublease.

VIII. **Sublandlord's Covenants.** Sublandlord covenants to Subtenant to perform all of the terms and provisions required of it under the Prime Lease and to promptly pay when due all rents due and accruing to Prime Landlord. Sublandlord will use reasonable efforts to enforce on behalf of Subtenant Sublandlord's rights under the Prime Lease. Nothing contained in this Sublease shall be construed as a guarantee by Sublandlord of any of the obligations, covenants, warranties, agreements or undertakings of Prime Landlord in the Prime Lease, nor as an undertaking by Sublandlord to Subtenant on the same or similar terms as are contained in the Prime Lease.

IX. **Indemnification.** Subtenant shall indemnify Sublandlord and hold Sublandlord harmless from and against any and all claims, demands suits, judgments, liabilities, costs and expenses, including reasonable attorneys fees, arising out of or in connection with Subtenant's use and possession of the Subleased Space, or arising out of the failure of Subtenant, its agents, contractors or

employees to perform any covenant, term or condition of this Sublease or of the Prime Lease to be performed by Subtenant hereunder. Sublandlord shall indemnify Subtenant and hold Subtenant harmless from and against any and all claims, demands, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the failure of Sublandlord to perform any covenant, term or condition of this Sublease or of the Prime Lease to be performed by Sublandlord hereunder.

X. **Assignment and Subletting.** Subtenant shall not assign this Sublease in whole or in part or sublet the Subleased Space in whole or in part without the prior written consent of Sublandlord, which may be withheld or conditioned by Sublandlord in Sublandlord's sole and absolute discretion. No such sublease or assignment shall be effective without the consent of Prime Landlord under the Prime Lease. If, as to any sublease or assignment for which Sublandlord's consent is necessary, Subtenant receives rent or other consideration in excess of the base rent and additional rent payable under this Sublease, Subtenant shall pay to Sublandlord all of such excess, after deducting Subtenant's reasonable legal and brokerage expenses and fit-up expenses paid for by Subtenant at the time of such subleasing or assignment. Amounts received by Sublandlord under the immediately preceding sentence shall, after deducting Sublandlord's reasonable legal expenses incurred in connection therewith, be divided evenly between Prime Landlord and Sublandlord. If Sublandlord and Prime Landlord consent to any such assignment or subletting, Subtenant shall remain fully and primarily liable to Sublandlord, in all respects, under the Sublease.

XI. **Utilities.** Subtenant shall be responsible for the Proportionate Share of all utilities (including light, plug and HVAC electricity) in the Premises, to be paid by Subtenant to Sublandlord within ten (10) days after billing therefor.

XII. **Miscellaneous.**

A. **Counterparts.** This instrument may be signed in counterpart originals, which, taken together, shall constitute a single original instrument.

B. **Notices.** Notices to Sublandlord or Subtenant required or permitted hereunder shall be sent in the manner prescribed in the Prime Lease to the Premises in the case of notices to Sublandlord and to the Premises in the case of notices to Subtenant.

C. **Amendments.** This Sublease may not be changed or terminated orally but only by an agreement in writing signed by both Sublandlord and Subtenant.

D. **Estoppel Certificates.** Sublandlord and Subtenant each agree to furnish within twenty (20) days after written request therefor by the other, a certificate stating (i) that this Sublease is in full force and effect and has not been amended or modified (or describing such amendment or modification, if any); (ii) the dates through which base rent and additional rent have been paid hereunder; and (iii) that there are no defaults under this Sublease known to the signer of the certificate (or specifying such defaults, if known).

E. **No Waiver.** The failure of either party to insist on strict performance of any covenant or condition hereof, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition or option in any other instance.

F. Memorandum of Lease. Subtenant shall not record this Sublease or any memorandum hereof.

G. Governing Law. This Sublease has been negotiated, executed and delivered in the State of Nevada, and the parties agree that the rights and obligations of the parties under this Sublease shall be governed and construed in accordance with the laws of the State of Nevada.

H. Severability. The invalidity of any of the provisions of this Sublease will not impair or affect in any manner the validity, enforceability or effect of the rest of this Sublease.

I. Entire Agreement. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Sublease, which alone fully and completely expresses the agreement between Sublandlord and Subtenant.

J. Relationship Between the Parties. This Sublease does not create the relationship of principal and agent, nor does it create any partnership, joint venture, or any association or relationship between Sublandlord and Subtenant other than as and to the extent specifically provided in this Sublease, the sole relationship of Sublandlord and Subtenant being that of sublandlord and subtenant as provided in this Sublease.

K. Remedies Cumulative. Except as specifically provided herein, all rights and remedies of Sublandlord under this Sublease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

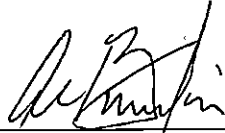
XIII. **Regulatory Compliance**. It is the intent of the parties that this Agreement comply in all respects with all applicable federal, state and local laws, regulations, rules and interpretive case decisions, and the parties have structured their relationship with that specific intent. However, each party understands that such laws, regulations and case decisions are complicated and in a state of flux. Therefore, in the event that any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction, or the applicable laws and regulations are altered by any legislative or regulatory body, or either party notifies the other party in writing of its reasonable belief that this Agreement or any of its provisions may be declared null, void, unenforceable, or in violation of applicable laws or regulations, the remaining provisions, if any, of this Agreement shall nevertheless continue in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Sublease as an instrument under seal as of the date first written above.

SUBLANDLORD:

Nationwide Vision Center, Inc.



Name: Al Bernstein
Its: President

SUBTENANT:

**Mark Peller OD and Associates PC,
d/b/a Nationwide Optometry of Nevada**

By: 

Name: Mark Peller, O.D.
Its: President

SUBLEASE

This SUBLEASE (this "Sublease") is dated as of January 1, 2019 by and between Nationwide Vision Center, Inc., an Arizona corporation ("Sublandlord"), and Mark Peller OD and Associates PC, a Nevada professional corporation doing business as Nationwide Optometry of Nevada ("Subtenant").

R E C I T A L S

A. Sublandlord is party to that certain Lease dated as of December 7, 2017 by and between Maryland Parkway Property, LLC ("Prime Landlord"), as landlord, and Sublandlord, as tenant, (the "Prime Lease"), a copy of which has been provided to Subtenant.

B. Pursuant to the Prime Lease, Sublandlord leases space at 9770 South Maryland Parkway, Suite 10, Las Vegas, Nevada (the "Premises") from Prime Landlord;

C. Subtenant desires to sublease from Sublandlord a certain portion of the Premises as detailed in Section III below (the "Subleased Space"), and Sublandlord is willing to sublease the Subleased Space to Subtenant on the provisions, covenants and conditions hereinafter set forth.

A G R E E M E N T

NOW, THEREFORE, in consideration, the mutual covenants made herein, and other consideration, the receipt and sufficient of which are hereby acknowledged and agreed, Sublandlord hereby subleases to Subtenant and Subtenant hereby takes and hires from Sublandlord the Subleased Space, on the terms and conditions set forth below:

I. Defined Terms. All terms defined in the Prime Lease and used herein shall, unless otherwise defined herein, have the meanings ascribed to such terms in the Prime Lease.

II. Term. The term of this Sublease shall commence on January 1, 2019 (the "Sublease Term Commencement Date"), and shall continue until the termination of the Prime Lease in accordance with the terms thereof; provided, however, that Sublandlord shall have the right to terminate the Sublease for any or no reason upon sixty (60) days' written notice to Subtenant.

III. Subleased Space. Subtenant shall sublease the Subleased Space, comprised of an examination room, a tech or pre-test room, and a reception area within the Premises, constituting approximately 361 square feet, or twenty-four percent (24%, the "Proportionate Share") of the Premises. Subtenant shall also be entitled to utilize certain areas of the Premises in common with the Tenant such as the restroom facilities, staff break room, and entrance.

IV. Delivery. The Subleased Space shall be delivered to Subtenant on the Sublease Term Commencement Date, "as-is, where-is and with all faults", without representation or warranty, express or implied, and Subtenant hereby waives, disclaims and renounces any representation or warranty. Sublandlord shall provide Subtenant with working keys for the main entrance to the Premises

permitting access to the Subleased Space, as well as to any and all locking doors and cabinets of the Subleased Space.

V. **Base Rent.** Subtenant shall pay to Sublandlord, in advance, monthly installments, without withholding, offset or reduction, the Proportionate Share of the monthly rental amount set forth in the Prime Lease including the Proportionate Share of any other costs, expenses or fees set forth therein. It is the intent of the parties that the rent paid to Sublandlord by Subtenant under this Sublease shall at all times be fair market value. The amount of such Base Rent may vary in accordance with adjustments set forth in the Prime Lease. Any changes to the size of the Subleased Space will require an amendment to this Sublease signed by Sublandlord and Subtenant, with all requisite Prime Landlord consent.

VI. **Prime Lease.** Subtenant agrees that it will do nothing in, on or about the Premises which would result in the breach by Sublandlord of its undertakings and obligations under the Prime Lease. This Sublease shall be subject to and on all of the terms and conditions as are contained in the Prime Lease and the provisions of the Prime Lease applicable to the Subleased Space are hereby incorporated into this Sublease as if Sublandlord were the landlord thereunder and Subtenant the tenant thereunder.

VII. **Subtenant's Covenants.** Subtenant covenants to Sublandlord to perform all of the covenants and obligations to be performed by Sublandlord as Tenant under the Prime Lease as the same relate to the Subleased Space and to comply with this Sublease and the applicable provisions of the Prime Lease, as modified by this Sublease, in all respects (including, without limitation, complying with all OSHA, environmental and other applicable laws, regulations and standards). If Subtenant shall fail to make any payment or perform any act required to be made or performed by Subtenant under the Prime Lease pursuant to Subtenant's assumption of Sublandlord's obligations thereunder as they relate to the Subleased Space, and such default is not cured by Subtenant by the first to occur of (i) one-half of the period specified in the Prime Lease for curing such default, or (ii) five (5) days prior to the expiration of such Prime Lease cure period, Sublandlord, without waiving or releasing any obligation or default hereunder, may (but shall be under no obligation to) make such payment or perform such act for the account and at the expense of Subtenant, and may take any and all such actions as Sublandlord in its sole discretion deems necessary or appropriate to accomplish such cure. If Sublandlord shall reasonably incur any expense in remedying such default, Sublandlord shall be entitled to recover such sums upon demand from Subtenant as additional rent under this Sublease.

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employees to perform any covenant, term or condition of this Sublease or of the Prime Lease to be performed by Subtenant hereunder. Sublandlord shall indemnify Subtenant and hold Subtenant harmless from and against any and all claims, demands, suits, judgments, liabilities, costs and expenses, including reasonable attorneys' fees, arising out of the failure of Sublandlord to perform any covenant, term or condition of this Sublease or of the Prime Lease to be performed by Sublandlord hereunder.

X. **Assignment and Subletting.** Subtenant shall not assign this Sublease in whole or in part or sublet the Subleased Space in whole or in part without the prior written consent of Sublandlord, which may be withheld or conditioned by Sublandlord in Sublandlord's sole and absolute discretion. No such sublease or assignment shall be effective without the consent of Prime Landlord under the Prime Lease. If, as to any sublease or assignment for which Sublandlord's consent is necessary, Subtenant receives rent or other consideration in excess of the base rent and additional rent payable under this Sublease, Subtenant shall pay to Sublandlord all of such excess, after deducting Subtenant's reasonable legal and brokerage expenses and fit-up expenses paid for by Subtenant at the time of such subleasing or assignment. Amounts received by Sublandlord under the immediately preceding sentence shall, after deducting Sublandlord's reasonable legal expenses incurred in connection therewith, be divided evenly between Prime Landlord and Sublandlord. If Sublandlord and Prime Landlord consent to any such assignment or subletting, Subtenant shall remain fully and primarily liable to Sublandlord, in all respects, under the Sublease.

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K. Remedies Cumulative. Except as specifically provided herein, all rights and remedies of Sublandlord under this Sublease shall be cumulative and none shall exclude any other rights and remedies allowed by law.

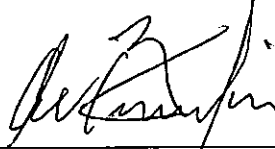
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[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Sublease as an instrument under seal as of the date first written above.

SUBLANDLORD:

Nationwide Vision Center, Inc.



Name: Al Bernstein
Its: President

SUBTENANT:

**Mark Peller OD and Associates PC,
d/b/a Nationwide Optometry of Nevada**

By: 

Name: Mark Peller, O.D.
Its: President

NEVADA STATE BOARD OF OPTOMETRY



CHEN K. YOUNG, O.D.
Board President

MARIAH SMITH, O.D.
Board Member

Post Office Box 1824
Carson City, Nevada 89702
Telephone: (775) 883-8367
Facsimile: (775) 305-0105

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

JEFFREY AUSTIN, O.D.
Board Member

DREW JOHNSON
Public Board Member

January 25, 2019

Dr. Mark Peller, O.D.
1 Harmon Drive
Blackwood, NJ 08012

Dear Dr. Peller:

We are in receipt of your application to operate under the fictitious business name of Mark Peller O.D. and Associates, PC, submitted on January 23, 2019. A number of issues recently became apparent that require your immediate attention.

The initial fictitious business name application we received in December 2017 appears to be for the PC, operating at 2279 Rampart Blvd in Las Vegas, and the registration is good for 5 years.¹ No mention of Nationwide Optometry of Nevada, which is another fictitious name under which your PC operates, appears on the certificate. Your Application for Fictitious Business name with the Board is able to accommodate Mark Peller, O.D. and Associates, PC d/b/a Nationwide Optometry of Nevada on the same certificate; however, we will need evidence of your registration of that name with Clark County.

Further, although Las Vegas is in Clark County, and you submitted a Clark County registration of Fictitious Firm Name, Clark County does not have jurisdiction to issue you a business license for the Rampart office, as it is within the city limits of the City of Las Vegas.² Please provide evidence of

¹ The fictitious Firm Name application from Clark County appears ambiguous in its request for the address; however, the intent must be to provide the business location address. You provided an address in New Jersey, which does not correspond with your business address of record or your residence.

NRS 602.020 Contents and requirements of certificate and renewal certificate.

1. A certificate filed pursuant to [NRS 602.010](#) or a renewal certificate filed pursuant to [NRS 602.035](#) must state the assumed or fictitious name under which the business is being conducted or is intended to be conducted, and if conducted by:

(a) A natural person:

- (1) His or her full name;
- (2) **The street address of his or her residence or business;** and
- (3) If the mailing address is different from the street address, the mailing address of his or her residence or business . . .

² **NAC 636.215 Certificate of registration required to practice under assumed or fictitious name.** ([NRS 636.125](#), [636.350](#))

1. An optometrist shall not practice optometry under an assumed or fictitious name unless he or she has been issued a certificate of registration by the Board to practice optometry under the assumed or fictitious name.

a Las Vegas business license for that location, as well as the other three locations where your business operates.

This week, you submitted an Application for the Board to issue another Certificate of a Fictitious Name for the Rampart Blvd. location and three other locations, attached the original Clark County registration dated 12/27/2017, and paid only one fee. You must have a Clark County and an Optometry Board certificate of Fictitious Name for each location where that name is used, and pay a fee for each certificate. However, the Clark County registration should encompass both the PC and the d/b/a names.

It is your responsibility to research the appropriate jurisdictions and the regulatory requirements for your businesses. In an attempt to foreclose further problems, I undertook the research regarding proper business licensure on your behalf. While your PC holds a State Business License, I was unable to find licenses to operate in the three jurisdictions where your businesses are located. Both the Rainbow and Maryland Parkway locations are in the unincorporated part of Clark County. Rampart is in Las Vegas and Green Valley is in the City of Henderson. I recommend you obtain the proper licensure for your operations right away.

All of these locations have been in operation for some time without proper fictitious name filings with Clark County³ or registration with the Board.

Please re-submit applications via the Board's website to operate under the fictitious business name of Mark Peller, OD and Associates, PC d/b/a Nationwide Optometry of Nevada for each location, accompanied by proof of the proper registrations of those names with Clark County.

While I am certain that Nevada requirements are new to you, the statutes and regulations that apply to your operations in Nevada are readily available, and compliance requires little effort. To avoid further issues, we highly recommend that you engage competent advisors to assist you to comply with Nevada law.

Please feel free to contact me with any questions.

Sincerely,

Caren C. Jenkins, Esq.
Executive Director

2. Before a licensee may use or display an assumed or fictitious name in any manner or medium, the licensee must submit a completed application for a certificate of registration of the assumed or fictitious name on a form provided by the Board. The application must be accompanied by documentation from the appropriate local governmental entity that issues business licenses for the county in which the optometrist proposes to practice under the assumed or fictitious name, which verifies the local governmental entity has approved the use of the assumed or fictitious name by the licensee. * * *

4. If a licensee uses or displays an assumed or fictitious name in any manner or medium before receiving a certificate of registration to practice optometry under an assumed or fictitious name from the Board, the optometrist:

- (a) Shall, upon receipt of written notice from the Board, immediately cease using the assumed or fictitious name; and
- (b) Is subject to an **administrative fine** imposed pursuant to [NRS 636.420](#).

³ **NRS 602.030 Time for filing certificate.** The certificate must be filed **no later than 1 month after the commencement of business** under an assumed or fictitious name.



Maria Nutile, Esq.*
Bridget Kelly, Esq.

** licensed in NV, AZ and CO*

January 25, 2019

VIA EMAIL

cjenkins@nvoptometry.org

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

Re: Complaint No. 19-12
Thuytien Mai, O.D. #947

Dear Ms. Jenkins:

As you are aware, this firm represents Mark Peller OD and Associates PC, dba Nationwide Optometry of Nevada ("Peller PC"), employer of Dr. Thuytien Mai. In that regard, we write in response to the above referenced complaint ("Complaint") as it relates to Dr. Mai's practice and licensure with the Nevada State Board of Optometry ("NSBO").

The Complaint contains numerous allegations related to Peller PC's corporate structure and business arrangements. As an employee, Dr. Mai has limited information regarding these allegations, to which Dr. Mark Peller has responded separately. However, Dr. Mai provides the following response to the Complaint's allegations for which she does have personal knowledge.

Background

Dr. Mai has been a licensed optometrist since 2011, when she began her practice in Oklahoma. She has been licensed in Nevada since October 2017, and has no disciplinary history in either state. Dr. Mai was employed by Peller PC to provide optometry services at one of Peller PC's Las Vegas, Nevada locations ("Location"). Peller PC subleases space at the Location from Nationwide Vision Center Centers, Inc., an optical retailer ("NVC"). Of note, Oklahoma does not permit optometrists to share space with retailers,¹ so Dr. Mai has quickly learned how this

¹ See Associated Press, "Oklahoma legislature may be asked to revisit optometry issue," November 24, 2018, available at <https://kfor.com/2018/11/24/oklahoma-legislature-may-be-asked-to-revisit-optometry-issue/>.

arrangement operates in Nevada. Dr. Mai directly supervises one technician and one staff member, both Peller PC employees, at the Location.

Allegations

As set forth in the Complaint, Dr. Mai is alleged to have violated various provisions of NRS 636 and NAC 636 as follows:

Failing to provide clear separation from NVC

Dr. Mai believes the physical separation of Peller PC's examination area from NVC's retail area is clear and compliant with Nevada law. As you will recall, you commented positively on the degree of separation of Peller PC's subleased space from NVC during your visit to the Location on January 8, 2019 ("Visit"). Dr. Mai's pre-test and examination rooms, as well as a waiting area walled off from the retail space, occupy a rear portion of the Location, while NVC's retail occupies the front portion. There is no NVC signage in the pre-test or exam room, and NVC employees do not have keys to those areas. Dr. Mai has keys to both the clinical areas and the main entrance of the Location. Dr. Mai admits that she did not have her practice hours posted at the entrance to her examination room as required under NAC 636.130. However, this was immediately rectified upon your Visit.

Telephone service at the Location has also been improved since your Visit. Peller PC and NVC now have separate telephone numbers, and employees of both entities have been trained to only answer calls to their respective companies. Customers with retail questions are transferred to NVC when necessary, and only Peller PC employees provide optometric information. Dr. Mai is ensuring that this distinction is clear to customers and that this standard is maintained on a day-to-day basis.

Advertising

While Dr. Mai has no direct control over Peller PC's advertising, she has verified that her name and designation appear on the Peller PC webpage advertising optometry services in Nevada. Dr. Mai assures the NSBO that she will promptly bring any potentially misleading advertising regarding her practice to Peller PC's attention in the future.

Employment by Unlicensed Individuals or Entities

Dr. Mai denies that she was ever employed, controlled, or remunerated by any unlicensed individuals or entities. While Dr. Mai has no control over the posting of job listings, her pre-employment interview was conducted by Dr. Peller and she was employed by Peller PC. Dr. Mai's practice is directed by Peller PC, and not by NVC. Dr. Mai vehemently denies that she was

“surreptitiously employ[ed]...for the purpose of selling eye wear to unsuspecting consumers” as alleged in the Complaint. Dr. Mai was employed by an optometrist to work as an optometrist, and takes no interest in where her patients choose to purchase their eye wear.

In summary, Dr. Mai denies any “willful disregard” of Nevada law or NSBO regulations. Having practiced primarily in Oklahoma, where optometrists are prohibited from sharing space with retailers, Dr. Mai was not familiar with some of Nevada’s practice separation requirements. As a result of the NSBO’s investigation into this matter, Dr. Mai is more aware of these requirements, and more cognizant of the role she plays in upholding professional distinctions with the public. While most of the allegations in the Complaint are unfounded or beyond Dr. Mai’s control, Dr. Mai accepts responsibility for not taking a more proactive role in professional compliance. All recommended changes have been implemented, and Dr. Mai assures the NSBO she will be more vigilant in the future.

Based on the foregoing, we respectfully request that this Complaint be dismissed without further action against Dr. Mai.

We appreciate the Board’s consideration in this matter. Should you have any questions, I may be reached at 702.307.4870.

Sincerely,

NUTILE LAW

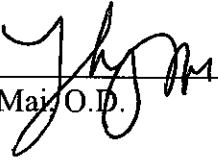
A handwritten signature in cursive script that reads "Maria Nutile".

Maria Nutile, Esq.

cc: Bridget Kelly, Esq.

Response to Complaint No. 19-12

Read and approved by:



Thuytien Mai, O.D.

1/25/19
Date



Maria Nutile, Esq.*
Bridget Kelly, Esq.

** licensed in NV, AZ and CO*

January 25, 2019

VIA EMAIL

cjenkins@nvoptometry.org

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

Re: Complaint No. 19-01
Erin O'Brien, O.D. #752

Dear Ms. Jenkins:

As you are aware, this firm represents Mark Peller OD and Associates PC, dba Nationwide Optometry of Nevada ("Peller PC"), employer of Dr. Erin O'Brien. In that regard, we write in response to the above referenced complaint ("Complaint") as it relates to Dr. O'Brien's practice and licensure with the Nevada State Board of Optometry ("NSBO").

As an initial matter, Dr. O'Brien wishes to note that the Complaint was filed by her former employer, Kopolow & Girisgen, the independent optometry practice associated with LensCrafters. Dr. O'Brien left that position in order to work for Peller PC. She is therefore left wondering what the true motivation behind the Complaint may be.

The initial complaint submitted to the NSBO alleged Dr. O'Brien was complicit in misleading the public due to a potentially confusing and "conspicuous lack of separation" between Dr. O'Brien's professional practice and the business of her retail "host". As the result of your investigation and site visit, additional allegations against Dr. O'Brien and Dr. Mark Peller regarding potentially misleading internet advertising, HIPAA Privacy issues, and overlap of professional and retail employee duties have arisen. Additionally, the Complaint contains numerous allegations related to Peller PC's corporate structure and business arrangements. As an employee, Dr. O'Brien has limited information regarding many of these allegations, to which Dr. Peller has responded separately. However, Dr. O'Brien provides the following response to the Complaint's allegations for which she does have personal knowledge.

Background

Dr. O'Brien has been a licensed optometrist in Nevada since 2013, and has no disciplinary history. Dr. O'Brien was employed by Peller PC in February 2018 to provide optometry services at one of Peller PC's Las Vegas, Nevada locations ("Location"). Peller PC subleases space at the Location from Nationwide Vision Center Centers, Inc., an optical retailer ("NVC"). Dr. O'Brien directly supervises one technician and one staff member, both Peller PC employees, at the Location.

Allegations

As set forth in the Complaint, Dr. O'Brien is alleged to have violated various provisions of NRS 636 and NAC 636 as follows:

Failing to provide clear separation from NVC

Dr. O'Brien believes the physical separation of Peller PC's examination area from NVC's retail area is currently clear and compliant with Nevada law. Dr. O'Brien's examination room, as well as a waiting area walled off from the retail space, occupy a rear portion of the Location, while NVC's retail occupies the front portion. There is no NVC signage in the exam room, and NVC employees do not have keys to those areas. Dr. O'Brien has keys to both the clinical areas and the main entrance of the Location. Dr. O'Brien admits that she did not have her practice hours posted at the entrance to her examination room as required under NAC 636.130. However, this was immediately rectified when brought to her attention.

Telephone service at the Location has also been improved during this investigation. Peller PC and NVC now have separate telephone numbers, and employees of both entities have been trained to only answer calls to their respective companies. Customers with retail questions are transferred to NVC when necessary, and only Peller PC employees provide optometric information. Dr. O'Brien is ensuring that this distinction is clear to customers and that this standard is maintained on a day-to-day basis.

Advertising

While Dr. O'Brien has no direct control over Peller PC's advertising, she has verified that her name and designation appear on the Peller PC webpage advertising optometry services in Nevada. Dr. O'Brien assures the NSBO that she will promptly bring any potentially misleading advertising regarding her practice to Peller PC's attention in the future.

Employment Advertised by Unlicensed Individuals or Entities

While Dr. O'Brien had no control over Peller PC's job postings, she denies that she was employed or controlled by any unlicensed individuals or entities. While Dr. O'Brien has no control over the posting of job listings, her pre-employment interview was conducted by Dr. Peller and she was employed by Peller PC. Dr. O'Brien's practice is directed by Peller PC, and not by NVC. Dr. O'Brien was employed by an optometrist to work as an optometrist, and takes no interest in where her patients choose to purchase their eye wear.

HIPAA Privacy

The Complaint alleges that NVC employees have "full access to [Peller PC] patient medical records," with some Peller PC records kept on a computer in the NVC dispensing area. According to Dr. O'Brien, this allegation is unfounded, as Peller PC patient records are distinct from NVC customer records. Peller PC patient records are stored only on Peller PC computers, for which appropriate Peller PC employees have individual logins and passwords. NVC employees have their own logins and passwords to access NVC customer records, but they cannot access Peller PC patient records. If a Peller PC patient chooses to fill his or her optical prescription through NVC (after being clearly informed that he or she can take the prescription anywhere they like), Peller PC can provide either a paper or electronic copy of the prescription for NVC's use, with patient permission.

In summary, Dr. O'Brien denies any willful disregard of Nevada law or NSBO regulations. While most of the allegations in the Complaint are unfounded or beyond Dr. O'Brien's control, Dr. O'Brien accepts responsibility for not taking a more proactive role in professional compliance. All recommended changes have been implemented, and Dr. O'Brien assures the NSBO she will be more vigilant in the future.

Based on the foregoing, we respectfully request that this Complaint be dismissed without further action against Dr. O'Brien.

We appreciate the Board's consideration in this matter. Should you have any questions, I may be reached at 702.307.4870.

Sincerely,

NUTILE LAW

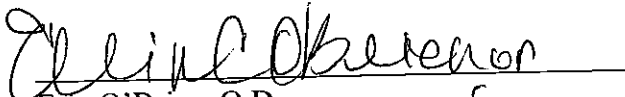
A handwritten signature in cursive script that reads "Maria Nutile".

Maria Nutile, Esq.

cc: Bridget Kelly, Esq.

Response to Complaint No. 19-12

Read and approved by:


Erin O'Brien, O.D.

1/25/2019
Date

**Proposed Amendments to AB 77, recommended by the Subcommittee on
Legislative Changes, after consideration of all public and Board input.
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NRS Chapter 636 sections as amended by AB 77, with underlined proposed additional amendments and ~~strike-through~~ proposed deletions.

1. BDR SEC 2 NRS 636.024 “Pharmaceutical agent” defined.

“Pharmaceutical agent” means:

any topical or oral drug used or prescribed by a licensee for the examination, management, or treatment of an abnormality, disease, or condition of the eye or its appendages, including, without limitation, any ~~narcotic~~ analgesic drug ~~added to~~ subject to the requirements of NRS 636.2882, schedule III, schedule IV or schedule V by the State Board of Pharmacy by regulation pursuant to NRS 453.146 approved by the Food and Drug Administration for the treatment of abnormalities of the eye or its appendages. For the purposes of this chapter, “pharmaceutical agent” does not include schedule I and schedule II controlled substances.

2. BDR SEC 8 NRS 636.019 “Diagnostic pharmaceutical agents” defined.

“Diagnostic pharmaceutical agents” means any topical or oral agents used to examine and diagnose conditions of the eye or adnexa.

3. BDR SEC 3, 10 NRS 636.025 Acts constituting practice in optometry, the use of assistants.

1. The acts set forth in this section, or any of them, whether done severally, collectively or in combination with other acts that are not set forth in this section constitute practice in optometry within the purview of this chapter:

(a) Advertisement or representation as an optometrist.

(b) Adapting, replacing, duplicating, prescribing or dispensing, without a valid prescription by a practitioner of optometry or medicine licensed in this State, any ophthalmic lens, frame or mounting, or any part thereof, for correction, relief or remedy of any abnormal condition or insufficiency of the eye or any appendage or visual process. The provisions of this paragraph do not prevent ~~—under extraordinary or exigent circumstances,~~ an optical mechanic from doing the mere mechanical work of repairing or replacement or duplication of the ophthalmic lens ~~if the optical mechanic receives a valid prescription from the person for whom the mechanical work is performed,~~ or prevent a licensed dispensing optician from engaging in the practice of ophthalmic dispensing if the optician receives a valid

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prescription from the person for whom the ophthalmic dispensing is performed. An licensed dispensing optician or optical mechanic may replace or duplicate an ophthalmic lens without a valid prescription only under extraordinary or exigent circumstances, and, within 7 business days of the replacement or duplication, must notify ~~the prescribing~~ the Board of Dispensing Opticians by mail of the replacement or duplication and explain the exigent circumstances at the address indicated on the prescription. The Board of Dispensing Opticians periodically will report such notifications to the Board.

(c) ~~The examination of the human eye and its appendages, evaluation, examination, diagnosis, and treatment of abnormal or diseased conditions of the human eye and its adnexa by the use of medically recognized and appropriate devices, procedures, or technologies,~~ the measurement of the powers or range of human vision, by any means, other than as provided in NRS 636.024, including, without limitation, the use of an autorefractor or other automated testing device, unless performed under the direct responsibility and personal supervision of a licensed optometrist as ~~authorized in section 3 of this act~~ in this section, the determination of the accommodative and refractive states of the eye or the scope of its function in general, or the diagnosis or determination of any visual, muscular, neurological, interpretative or anatomic anomalies or deficiencies of the eye or its appendages or visual processes.

(d) Prescribing, directing the use of, or using any optical device in connection with ocular exercises, orthoptics vision rehabilitation, vision therapy, or visual training.

(e) The prescribing of contact lenses.

(f) The measurement, fitting or adaptation of contact lenses to the human eye except under the direction, responsibility and personal supervision of an optometrist licensed in the State of Nevada ~~as authorized in section 3 of this act.~~

(g) The topical use of pharmaceutical agents to determine any visual, muscular, neurological, interpretative, or anatomic anomalies or deficiencies of the eye or its appendages or visual processes.

(h) Prescribing, directing the use of or using a pharmaceutical agent or device to treat an abnormality of the eye or its appendages.

(i) ~~Surgically~~ removing a foreign object from the surface or epithelium of the eye.

(j) ~~Surgically~~ removing eyelashes with forceps.

(k) ~~Surgically removing any superficial lesion of the eye or adnexa.~~

~~(l) Surgically~~ (k) closing the lacrimal punctum of the eye.

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~~(m)~~ (l) The ordering or performing of laboratory tests or imaging to assist in the diagnosis of an abnormality of the eye or its appendages.

2. The provisions of this section do not authorize an optometrist to engage in any practice which includes but is not limited to:

~~(a) The incision or suturing of the eye or its appendages;~~

~~(b) The use of lasers for surgical purposes.~~

Any procedure using an instrument, including a laser, scalpel, or needle, in which human tissue is cut, burned, or vaporized, by incision, injection, ultrasound, laser, infusion, cryotherapy, radiation, or other means. The term includes a procedure using an instrument which requires the closure of human tissue by suture, clamp, or other such device.

3. In addition to the provisions of this section, an assistant employed by an optometrist in any setting where optometry is practiced may perform any of the following activities under the direct responsibility and personal supervision of a licensed optometrist:

(a) prepare a patient for an examination

(b) collect preliminary data concerning a patient, including taking the medical history of the patient

(c) perform simple noninvasive ~~and nonsubjective~~ testing of a patient in preparation for any subjective refraction, testing, evaluation, interpretation, diagnosis or treatment of the patient by ~~the~~ a licensed optometrist.

(d) For an ophthalmic purpose, administer any cycloplegic or mydriatic agent or topical anesthetic that is not a controlled substance.

(e) use an ophthalmic device or oversee ocular exercises, including visual training, vision therapy, or visual rehabilitation, as directed by a licensed optometrist

As used in this section, "personal supervision" by a licensed optometrist means the licensed optometrist is physically on the premises and able to intervene in an emergency.

4. NRS 636.027 Applicability of chapter: Inapplicability to licensed physicians and surgeons. This chapter shall apply to any person duly licensed to practice optometry in the State, and to any person engaging in the practice of

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optometry in the State. This chapter shall not be construed to apply to physicians and surgeons duly licensed to practice in this State.

5. BDR SEC 20 NRS 636.143 Fees.

1. At least once every 2 years, the Board shall review and, if the Board deems it necessary, establish or revise a schedule of fees for the following purposes:

1. Examinations.
2. Applications for the issuance of a license.
3. Renewal of a license.
4. Granting certification or issuing certificates.
5. Licensing of extended clinical facilities and practice locations.
6. Any other service provided by the Board pursuant to this chapter.
7. In addition to any other fee or penalty, the Board may impose a late fee for a licensee's failure to timely comply with any requirement under this chapter.

6. BDR SEC 4 NRS 636.XXX Mobile Optometric Clinics.

1. Notwithstanding any provision of this chapter to the contrary, a licensee, ~~nonprofit or charitable organization, governmental agency or school in the State~~ who obtains a certificate pursuant to this section may own or operate a mobile optometry clinic pursuant to this section to serve government agencies, patients with mobility impairments, under-served populations, underprivileged populations, or academic programs. An application for the issuance or renewal of a certificate to own or operate the clinic must be submitted on a form approved by the Board and include any fees established by the Board pursuant to subsection 3. As soon as practicable after receiving an application and the appropriate fees, the Board shall approve or deny the application based upon the criteria established by the Board pursuant to subsection 3. A certificate issued to own or operate a mobile optometry clinic must be renewed on or before March 1 of each even-numbered year.
2. A certified mobile optometry clinic may include any equipment required to operate the clinic, including, without limitation, a motor vehicle or motor vehicle and trailer which may be moved from one location to another. Any optometric services available from a mobile optometry clinic must be provided under the direction, control and personal supervision of a licensee as "personal supervision" is defined in NRS 636.025.

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3. The Board shall adopt:

1. Regulations setting forth:

1. The requirements for the issuance and renewal of a certificate to own or operate a mobile optometry clinic;

2. The requirements for issuance and renewal of a license to practice optometry through a mobile optometry clinic; and

2. 3. The amount of the fees for issuance and renewal of the certificate, and

4. Any other regulations necessary to carry out the provisions of this section.

7. BDR SEC 30 NRS 636.255 Notice to licensee to renew license. The Executive Director shall provide ~~mail~~ a notice of renewal to each licensee before February 1 of each even-numbered year. The failure of the Executive Director to notify a licensee does not excuse the licensee from the requirements of NRS 636.250.

8. BDR SEC 31 NRS 636.260 Payment of renewal fee; requirements for continuing education.

1. Before March 1 of each even-numbered year, each licensee shall pay a renewal fee to the ~~Executive Director~~Board in the amount established pursuant to NRS 636.143. For the purposes of this subsection, the date of the postmark on any payment received by mail shall be deemed to be the date of receipt by the Executive Director.

2. The renewal fee must be accompanied by satisfactory evidence that the licensee has, within the immediately preceding 24-month period, completed the required number of hours in a course or courses of continuing education that have been approved by the Board. This evidence must be indicated on the form for proof of completion of continuing education that is furnished by the Board. The Board shall not require a licensee to complete more than 40 ~~48~~ hours of continuing education during each renewal period ~~year~~. The Board may waive the requirement that a licensee complete all or part of the required number of hours of continuing education upon good cause shown by the licensee.

3. A licensee who is certified to administer and prescribe pharmaceutical agents pursuant to NRS 636.288 must, at the time of paying the renewal fee, present evidence satisfactory to the Executive Director that, during the 24 months immediately preceding the payment of the renewal fee, the licensee completed an

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educational or postgraduate program approved by the Board. The Board shall establish the number of hours for completion of the program which must be not less than 50 ~~60~~ hours nor more than 100 hours.

9. BDR SEC 35 NRS 636.286 Administration or prescription of therapeutic-certain pharmaceutical agents prohibited without certificate.

An optometrist shall not administer or prescribe a ~~therapeutic~~ pharmaceutical agent, other than a diagnostic pharmaceutical agent, unless the optometrist has obtained a certificate pursuant to NRS 636.288.

10. BDR SEC 39 NRS 636.2882 Conditions and limitations on prescribing certain pharmaceutical agents. An optometrist who is certified to administer and prescribe a pharmaceutical agent pursuant to NRS 636.288 shall not prescribe a controlled substance unless the optometrist:

1. Has completed an optometric examination of the patient for whom the controlled substance is prescribed;
2. Prescribes the controlled substance in an amount that does not exceed 90 morphine milligram equivalents per day and will not last more than 72 hours; and
3. Sets forth in the prescription for the controlled substance that the prescription may not be refilled without subsequent examination of the patient by the optometrist.

11. BDR SEC 40, SEC 41 CERTIFICATES TO TREAT GLAUCOMA

NRS 636.2891 Treatment of glaucoma prohibited without certificate ; duty to refer certain patients with glaucoma to ophthalmologist.

1. ~~An optometrist whose initial license to practice optometry is issued by any jurisdiction on or after October 1, 2020 may treat a person with glaucoma without obtaining a certificate to treat persons diagnosed with glaucoma pursuant to NRS 636.2895 in addition to his or her license to practice optometry.~~

2. An optometrist ~~whose initial license to practice optometry is issued before October 1, 2020,~~ shall not treat a person diagnosed with glaucoma unless the optometrist has been issued a certificate by the Board pursuant to NRS 636.2893 and NRS 636.2895, or NRS 636.XXX [new amendment section for glaucoma certificate by endorsement].

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3. An optometrist, regardless of whether he or she has been issued a certificate to treat persons diagnosed with glaucoma pursuant to NRS 636.2893, NRS 636.2895, or NRS 636.XXX shall refer a patient diagnosed with glaucoma to an ophthalmologist for treatment if any one of the following is applicable:

- (a) The patient is under 16 years of age.
- (b) The patient has been diagnosed with malignant glaucoma or neovascular glaucoma.
- (c) The patient has been diagnosed with acute closed angle glaucoma. The provisions of this paragraph do not prohibit the optometrist from administering appropriate emergency treatment to the patient.

NRS 636.2893 Requirements for issuance of certificate : Adoption of regulations. The Board shall adopt regulations that prescribe the requirements for the issuance of a certificate to treat persons diagnosed with glaucoma pursuant to NRS 636.2895. The requirements must include, without limitation:

- 1. A license to practice optometry in this State;
- 2. The successful completion of the "Treatment and Management of Ocular Disease Examination" administered by the National Board of Examiners in Optometry, or an equivalent examination approved by the Board; and

3. A certificate to administer and prescribe pharmaceutical agents issued pursuant to NRS 636.287 and NRS 636.288; and

4. Proof that each optometrist who applies for a certificate has treated at least 15 persons who were:

(a) Diagnosed with glaucoma by an ophthalmologist licensed in this State;
and

(b) Treated by the optometrist, in consultation with that ophthalmologist, for at least 12 consecutive months.

NEW PROPOSED SECTION NRS 636.XXX Glaucoma certification by endorsement.

1. The board may issue a certificate to treat persons diagnosed with glaucoma by endorsement to an applicant who meets the requirements set forth in this section.

2. An applicant for a certificate by endorsement pursuant to this section must submit to the board an application in the form prescribed by the Board and:

(a) Proof satisfactory to the board that

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- (1) the applicant holds a valid and unrestricted certificate or other credential to engage in the treatment of persons with glaucoma issued in any state of the United States, the District of Columbia, the Commonwealth of Puerto Rico or any other territory or possession of the United States;
- (2) Has not ever been held civilly or criminally liable for malpractice related to his or her certificate or other credential to treatment of persons with glaucoma;

(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.

3. Not later than 15 business days after receiving an application for a certificate to treat persons diagnosed with glaucoma by endorsement pursuant to this section, the Board shall provide written notice to the applicant if additional information is required by the Board to consider the application. Unless the Board denies the application for good cause, the Board shall approve the application and issue a certificate to treat persons diagnosed with glaucoma within 45 days after receiving the application.

12. NRS 636.290 Authority of Board. Any person licensed pursuant to the provisions of this chapter or engaged in the unlawful practice of optometry without a license may be disciplined by the Board for cause in the manner specified in this chapter. A person licensed to practice optometry in this State shall remain subject to the jurisdiction of the Board for acts enumerated herein for a period of 2 years after his or her license expires or is revoked.

13. BDR SEC 42 NRS 636.295 Grounds. The following acts, conduct, omissions, or mental or physical conditions, or any of them, committed, engaged in, omitted, or being suffered by a licensee, constitute sufficient cause for disciplinary action:

1. Commission by the licensee of a felony relating to the practice of optometry or a gross misdemeanor involving moral turpitude of which the licensee has been convicted and from which he or she has been sentenced by a final judgment of a federal or state court in this or any other state, the judgment not having been reversed or vacated by a competent appellate court and the offense not having been pardoned by executive authority.

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2. Commission of fraud by or on behalf of the licensee in obtaining a license or a renewal thereof, or in practicing optometry thereunder.
3. Habitual drunkenness or addiction to any controlled substance.
4. Gross incompetency.
5. Affliction with any mental or physical disorder or disturbance seriously impairing his or her competency as an optometrist.
6. Making false or misleading representations, by or on behalf of the licensee, with respect to optometric materials or services.
7. Practice by the licensee, or attempting or offering so to do, while in an intoxicated condition.
8. Perpetration of unethical or unprofessional conduct in the practice of optometry.
9. Any violation of the provisions of this chapter or any regulations adopted pursuant thereto.
10. Any violation of a provision of NRS or a federal law or regulation related to or involving the practice of optometry, including but not limited to:
 - (a) organizational structure or control of an optometric practice or activity,
 - (b) the protection, maintenance or availability of patient medical records,
 - (c) improper disclosure of protected patient health information, or
 - (d) organizational or professional entity laws.
11. Operation of a medical facility, as defined in NRS 449.0151, at any time during which:
 - (a) The license of the facility is suspended or revoked; or
 - (b) An act or omission occurs which results in the suspension or revocation of the license pursuant to NRS 449.160.

This subsection applies to an owner or other principal responsible for the operation of the facility.
12. Failure to comply with the provisions of NRS 453.163, 453.164, 453.226, 639.23507, 639.2391 to 639.23916, inclusive, and any regulations adopted by the State Board of Pharmacy pursuant thereto.
13. Fraudulent, illegal, unauthorized, or otherwise inappropriate prescribing, administering, or dispensing of a controlled substance ~~listed in schedule II, III, or IV.~~
14. Failure to comply with the provisions of chapter 89 of NRS related to optometric professional entities and associations.

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14. BDR SEC 49 NRS 636.350 Certificate of registration required to practice under assumed or fictitious name; regulations.

1. An optometrist shall not practice optometry, be employed by or own all or any portion of an optometry practice under an assumed or fictitious name unless the optometrist, employer or owner of the practice using the assumed or fictitious name has been issued a certificate of registration by the Board to practice optometry under an assumed or fictitious name at a specific location.

2. An optometrist who applies for a certificate of registration to practice optometry under an assumed or fictitious name must submit to the Board an application on a form provided by the Board. The application must be accompanied by proof satisfactory to the Board that the assumed or fictitious name meets the requirements of chapter 602 of NRS and has been registered or otherwise approved by any appropriate governmental entity, including, without limitation, any incorporated city or unincorporated town in which the optometrist practices, if the registration or approval is required by the governmental entity.

3. Each optometrist who is issued a certificate of registration pursuant to this section shall:

- (a) Comply with the provisions of chapter 602 of NRS; ~~and~~
- (b) Display or cause to be displayed near the entrance of his or her business the full name of the optometrist and the words or letters that designate him or her as an optometrist; and
- (c) Report to the Board each location where optometric services are offered under the fictitious business name.

4. The Board shall adopt regulations that prescribe the requirements for the issuance of a certificate of registration to practice optometry under an assumed or fictitious name.

5. As used in this section, “assumed or fictitious name” means a name that is not the real name of each person who owns an interest in a business.

15. NRS 636.373 Associations or other business relationships with physicians.

1. An optometrist may form an association or other business relationship with a physician to provide their respective services to patients.

2. If such an association or business relationship is formed, the optometrist may:

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(a) Locate his or her office in the same place of business as the physician without a physical separation between the office and the place of business.

(b) Authorize the physician to have access to any medical records in the possession of the optometrist relating to a patient who is being treated by both the optometrist and the physician.

(c) Advertise and promote the services provided by the association or business consistent with the restrictions on advertising set forth in NRS 636.302.

3. This section does not authorize an optometrist to employ or be employed by a physician.

4. No optometrist shall be supervised, directly or indirectly, within the scope of his or her practice of optometry by person who is not a Nevada-licensed optometrist or a physician.

5. No person, including an officer, employee, or agent of a commercial or mercantile establishment, who is not a Nevada-licensed optometrist or physician, shall directly or indirectly control, dictate, or influence the professional judgment of the practice of optometry by a licensed optometrist, including but not limited to the level or type of care or services rendered.

16. BDR SEC 57 NRS 636.387 Requirements for prescriptions for ophthalmic lenses; requirements for initial fitting of contact lenses.

1. The form for any prescription which is for a contact lens must set forth the expiration date of the prescription, the number of contact lenses approved for the patient and such other information as is necessary for the prescription to be filled properly.

2. The initial fitting of a contact lens must be performed by an ophthalmologist or optometrist licensed in this State. As used in this section, "initial fitting" means measuring the health, integrity, and refractive error of the eye to determine whether contact lenses are appropriate for the patient.

~~3.~~
~~4.~~
~~5.~~

SUMMARY—Makes various changes to provisions governing the practice of optometry.

(BDR 54-366)

FISCAL NOTE: Effect on Local Government: No.

Effect on the State: Yes.

AN ACT relating to optometry; authorizing an assistant to perform activities relating to optometry under certain circumstances; providing for the certification of a mobile optometry clinic; revising the acts which constitute the practice of optometry; revising certain exemptions relating to the practice of optometry; revising provisions governing the Nevada State Board of Optometry and the Executive Director of the Board; authorizing the Executive Director to invest certain money in treasury bills or notes of the United States; revising provisions governing the preparation of a roster of licensees; authorizing the Board to adopt certain policies; requiring the Board to establish, review and revise a schedule of fees; repealing provisions which authorize the Board to impose certain penalties; revising provisions governing the qualification and examination of an applicant for a license to practice optometry; expanding the period required for the renewal of a license to practice optometry; revising provisions governing the restoration of a license to practice optometry; revising the requirements for certification to prescribe pharmaceutical agents; revising provisions governing the issuance of a certificate to treat glaucoma; repealing certain provisions governing disciplinary actions



against a licensee; revising provisions relating to the submission of a complaint against a licensee; revising provisions governing the location at which a licensee practices optometry; prohibiting an optometrist from entering into certain leases with a person who is not licensed as an optometrist; revising provisions governing the transmission of certain notices by the Board; authorizing any licensed optometrist to administer topical diagnostic ophthalmic agents; revising provisions governing the imposition of a criminal penalty or administrative fine for certain violations; providing penalties; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Existing law extensively regulates the practice of optometry in this State, including, without limitation, provisions governing the: (1) creation of the Nevada State Board of Optometry; (2) issuance and renewal of a license to practice optometry; (3) issuance and renewal of a license for an accredited school or college of optometry to establish an extended clinical facility for the treatment of visual disorders; (4) certification of an optometrist to administer and prescribe therapeutic pharmaceutical agents; (5) issuance of a certificate to treat persons diagnosed with glaucoma; and (6) payment of fees for such licenses and certificates. (Chapter 636 of NRS) This bill makes numerous changes to the provisions of existing law governing the practice of optometry.

Sections 2, 35-39, 60 and 61 of this bill revise provisions governing the administering and prescribing of a pharmaceutical agent by an optometrist. **Section 3** of this bill authorizes an



assistant in any setting where optometry is practiced to fit ophthalmic lenses or spectacle lenses and perform certain other activities if the assistant acts under the direct responsibility and personal supervision of a licensed optometrist. **Section 4** of this bill sets forth the requirements for the issuance of a certificate to own or operate a mobile optometry clinic. **Sections 6-9** of this bill revise the definitions of “advertise,” “contact lens,” “diagnostic pharmaceutical agents” and “prescription.” **Section 10** of this bill expands the acts which constitute the practice of optometry to include, without limitation, surgically removing eyelashes, surgically removing any superficial lesion of the eye and surgically closing the lacrimal punctum of an eye. **Section 11** of this bill revises the circumstances under which a person is exempt from the provisions of chapter 636 of NRS regulating the practice of optometry.

Section 12 of this bill requires the Board to take certain actions at its first meeting held during each fiscal year. **Section 13** of this bill repeals provisions which require the Executive Director of the Board to file a performance bond with the Governor. **Section 14** of this bill clarifies that the Board may employ consultants. **Section 15** of this bill amends certain provisions governing the filing of a complaint to initiate disciplinary action. **Section 16** of this bill authorizes the Executive Director to invest certain money in treasury bills or notes of the United States. **Section 17** of this bill requires the Board to periodically prepare and make available a roster of all licensees. **Section 18** of this bill authorizes the Board to adopt policies necessary to carry out the provisions of chapter 636 of NRS governing the practice of optometry. **Section 19** of this bill revises certain provisions governing the accreditation of schools which teach optometry. **Section**



20 of this bill requires the Board to establish, review and revise a schedule of fees at least once every 2 years.

Section 21 of this bill repeals provisions which authorize the Board to impose certain penalties against a person who engages in the practice of optometry in this State without a license to practice optometry or a renewal card for the license. **Sections 22-27** of this bill revise the requirements for the issuance of a license to practice optometry, including, without limitation, the examinations, scores and payment of fees required for the license. **Section 28** of this bill requires the payment of a fee for the renewal of a license for an accredited school or college of optometry to establish an extended clinical facility for the treatment of visual disorders and revises the period during which the license is effective.

Sections 29-33 of this bill provide for the renewal of and the payment of fees for the renewal of a license to practice optometry on certain dates occurring during even-numbered years. **Section 34** of this bill: (1) authorizes the restoration of a suspended license within 90 days after the license is suspended upon the completion of certain acts by the licensee; and (2) provides for the expiration of the license if those acts are not completed within that period.

Section 39 of this bill revises provisions relating to the prescription of a controlled substance by an optometrist.

Section 40 of this bill revises the circumstances under which an optometrist is required to obtain a certificate to treat persons diagnosed with glaucoma and to refer those persons to an ophthalmologist for treatment. **Section 41** of this bill revises the requirements which the Board



must include in its regulations relating to the issuance of a certificate to treat persons diagnosed with glaucoma.

Sections 42-45 of this bill revise the acts which constitute sufficient cause for disciplinary action or which constitute unethical or unprofessional conduct. **Sections 46-48** of this bill revise the requirements for making and hearing a complaint against a licensee.

Section 49 of this bill prohibits an optometrist from being employed by or owning all or any portion of an optometry practice under an assumed or fictitious name unless the optometrist is issued a certificate of registration to practice optometry under the assumed or fictitious name at a specific location. An application for the certificate must be accompanied by certain proof satisfactory to the Board. **Section 50** of this bill revises provisions relating to the unauthorized use of a license to practice optometry or a renewal card for the license. **Section 51** of this bill authorizes the Board or the Executive Director of the Board to issue a duplicate license and renewal card for each location at which a licensee practices optometry. **Section 52** of this bill requires a licensee to notify the Executive Director in writing before establishing an additional location to practice optometry. **Section 53** of this bill prohibits an optometrist from entering into certain leases with a person who is not licensed as an optometrist. **Section 54** of this bill revises the requirements for an optometrist to collaborate with an ophthalmologist. **Section 55** of this bill authorizes the transmission by electronic mail or facsimile machine any notice that is required to be given by the Board or the Executive Director of the Board to a licensee. **Section 56** of this bill authorizes any licensed optometrist to administer topical diagnostic ophthalmic



agents. **Section 57** of this bill revises provisions governing forms for prescriptions for contact lenses.

Section 58 of this bill repeals certain provisions relating to the imposition of certain greater penalties for a violation of the provisions of chapter 636 of NRS governing the practice of optometry. **Section 59** of this bill provides that any person who is licensed under chapter 636 of NRS and who commits certain violations is liable to the Board for an administrative fine of not more than \$5,000 for each violation.

Section 64 of this bill repeals certain provisions governing the practice of optometry.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 636 of NRS is hereby amended by adding thereto the provisions set forth as sections 2, 3 and 4 of this act.

Sec. 2. *“Pharmaceutical agent” means any drug used or prescribed by a licensee, including, without limitation, any narcotic drug added to schedule III, schedule IV or schedule V by the State Board of Pharmacy by regulation pursuant to NRS 453.146.*

Sec. 3. *1. In any setting where optometry is practiced, an assistant may fit ophthalmic lenses or spectacle lenses if the assistant acts under the direct responsibility and personal supervision of a licensed optometrist.*



2. In addition to the provisions of subsection 1, an assistant in any setting where optometry is practiced may perform any of the following activities under the direct responsibility and personal supervision of a licensed optometrist:

(a) Prepare a patient for examination.

(b) Collect preliminary data concerning a patient, including taking the medical history of the patient.

(c) Perform simple, noninvasive and nonsubjective testing of a patient in preparation for any subjective refraction, testing, evaluation, interpretation, diagnosis or treatment of the patient by the licensed optometrist.

(d) For an ophthalmic purpose, administer any cycloplegic or mydriatic agent or topical anesthetic that is not a controlled substance.

3. As used in this section, “assistant” means a person employed to assist an optometrist as authorized in this section.

Sec. 4. 1. Notwithstanding any provision of this chapter to the contrary, a licensee, nonprofit or charitable organization, governmental agency or school in this State who obtains a certificate pursuant to this section may own or operate a mobile optometry clinic pursuant to this section. An application for the issuance or renewal of a certificate to own or operate the clinic must be submitted on a form approved by the Board and include any fees established by the Board pursuant to subsection 3. As soon as practicable after receiving an application and the appropriate fees, the Board shall approve or deny the application based upon the criteria



established by the Board pursuant to subsection 3. A certificate issued to own or operate a mobile optometry clinic must be renewed on or before March 1 of each even-numbered year.

2. A certified mobile optometry clinic may include any equipment required to operate the clinic, including, without limitation, a motor vehicle or a motor vehicle and trailer which may be moved from one location to another. Any optometric services available at the clinic must be provided under the direction, control and personal supervision of a licensee.

3. The Board shall adopt:

(a) Regulations setting forth:

(1) The requirements for the issuance and renewal of a certificate to operate a mobile optometry clinic; and

(2) The amount of the fees for the issuance and renewal of the certificate; and

(b) Any other regulations necessary to carry out the provisions of this section.

Sec. 5. NRS 636.015 is hereby amended to read as follows:

636.015 As used in this chapter, unless the context otherwise requires, the words and terms defined in NRS 636.016 to ~~636.024,~~ 636.023, inclusive, *and section 2 of this act* have the meanings ascribed to them in those sections.

Sec. 6. NRS 636.016 is hereby amended to read as follows:

636.016 “Advertise” means the commercial use of any medium, including, but not limited to, the radio or television, or a newspaper, magazine, sign or other printed ~~matter,~~ *or electronic medium*, by an optometrist to bring the services or materials offered by the optometrist to the attention of members of the general public.



Sec. 7. NRS 636.018 is hereby amended to read as follows:

636.018 “Contact lens” means an ophthalmic lens prescribed for application on the anterior surface of the eye. *The term includes any plano lens or cosmetic lens.*

Sec. 8. NRS 636.019 is hereby amended to read as follows:

636.019 “Diagnostic pharmaceutical agents” means ~~{topical ophthalmic anesthetics and topical cycloplegics, miotics and mydriatics.}~~ *any agents used to examine and diagnose conditions of the eye.*

Sec. 9. NRS 636.022 is hereby amended to read as follows:

636.022 “Prescription” means:

1. An order given individually for the person for whom prescribed, directly from a licensed optometrist who is certified to prescribe and administer ~~{therapeutic}~~ pharmaceutical agents pursuant to NRS 636.288, or his or her agent, to a pharmacist or indirectly by means of an order signed by the licensed optometrist or an electronic transmission from the licensed optometrist to a pharmacist; or
2. A written direction from a licensed optometrist to:
 - (a) Prepare an ophthalmic lens for a patient; or
 - (b) Dispense a prepackaged contact lens that does not require any adjustment, modification or fitting.

Sec. 10. NRS 636.025 is hereby amended to read as follows:



636.025 1. The acts set forth in this section, or any of them, whether done severally, collectively or in combination with other acts that are not set forth in this section constitute practice in optometry within the purview of this chapter:

(a) Advertisement or representation as an optometrist.

(b) Adapting, ~~fitting~~ *replacing, duplicating*, prescribing or dispensing, without prescription by a practitioner of optometry or medicine licensed in this State, any ophthalmic lens, frame or mounting, or any part thereof, for correction, relief or remedy of any abnormal condition or insufficiency of the eye or any appendage or visual process. The provisions of this paragraph do not prevent *, under extraordinary or exigent circumstances*, an optical mechanic from doing the mere mechanical work of replacement or duplication of the ophthalmic lens *, if the optical mechanic receives a valid prescription from the person for whom the mechanical work is performed*, or prevent a licensed dispensing optician from engaging in the practice of ophthalmic dispensing ~~H~~ *, if the optician receives a valid prescription from the person for whom the ophthalmic dispensing is performed.*

(c) The examination of the human eye and its appendages, the measurement of the powers or range of human vision ~~H~~ *by any means, including, without limitation, the use of an autorefractor or other automated testing device, unless performed under the direct responsibility and personal supervision of a licensed optometrist as authorized in section 3 of this act*, the determination of the accommodative and refractive states of the eye or the scope of its function in general, or the diagnosis or determination of any visual, muscular, neurological,



interpretative or anatomic anomalies or deficiencies of the eye or its appendages or visual processes.

(d) Prescribing, directing the use of or using any optical device in connection with ocular exercises, orthoptics , *vision rehabilitation, vision therapy* or visual training.

(e) The prescribing of contact lenses.

(f) The measurement, fitting or adaptation of contact lenses to the human eye except under the direction , *responsibility* and *personal* supervision of ~~{a physician, surgeon or}~~ *an* optometrist licensed in the State of Nevada ~~{}~~ *as authorized in section 3 of this act.*

(g) The topical use of ~~{diagnostic}~~ pharmaceutical agents to determine any visual, muscular, neurological, interpretative or anatomic anomalies or deficiencies of the eye or its appendages or visual processes.

(h) Prescribing, directing the use of or using a ~~{therapeutic}~~ pharmaceutical agent to treat an abnormality of the eye or its appendages.

(i) ~~{Removing}~~ *Surgically removing* a foreign object from the surface or epithelium of the eye.

(j) *Surgically removing eyelashes.*

(k) *Surgically removing any superficial lesion of the eye or adnexa.*

(l) *Surgically closing the lacrimal punctum of the eye.*

(m) The ordering of laboratory tests *or imaging* to assist in the diagnosis of an abnormality of the eye or its appendages.



2. The provisions of this section do not authorize an optometrist to engage in any practice which includes:

- (a) The incision or suturing of the eye or its appendages; or
- (b) The use of lasers for surgical purposes.

Sec. 11. NRS 636.028 is hereby amended to read as follows:

636.028 1. Except as provided in subsection 2, a person is exempt from the provisions of this chapter regulating the practice of optometry if the person is engaged in a clinical program of a school or college of optometry accredited by the Board and if the person is ~~is~~:

~~—(a) A~~ *a* student who is enrolled in a clinical program of an undergraduate or graduate course of study in optometry at such a school or college ~~is; or~~

~~—(b) Licensed to practice optometry in another state and is employed as a clinician or instructor at such a school or college.]~~ *and who has not received a degree of doctor of optometry.*

2. A person who is employed as a clinician or instructor and who engages in the practice of optometry in this State is required to be licensed by the Board.

Sec. 12. NRS 636.080 is hereby amended to read as follows:

636.080 1. ~~[Within a reasonable time after the appointment of a new member,]~~ *At the first meeting of the Board held each fiscal year,* the Board shall meet and organize by electing from its membership a President who shall hold office for 1 year and until the election and qualification of his or her successor.



2. The Board shall appoint an Executive Director who serves at the pleasure of the Board and is entitled to receive compensation as set by the Board. The Executive Director must not be a member of the Board. If a vacancy occurs in the position of Executive Director, the Board may appoint one of its members to perform the duties of the Executive Director until the position is filled. A member of the Board who is appointed to perform the duties of the Executive Director is not entitled to receive any ~~additional~~ compensation for performing those duties.

Sec. 13. NRS 636.085 is hereby amended to read as follows:

636.085 ~~1. The Executive Director shall [before undertaking the duties of Executive Director, make and deliver to the Governor a good and sufficient bond payable to the State of Nevada for the benefit of the Board, in the amount designated by the Board, conditioned upon the faithful performance of his or her duties as Executive Director. The Executive Director shall file a copy of the bond with the Board.~~

~~2. The Executive Director shall~~ receive, maintain and disburse money on behalf of the Board and shall perform all duties imposed upon him or her pursuant to the provisions of this chapter and such other duties as the Board may prescribe.

Sec. 14. NRS 636.090 is hereby amended to read as follows:

636.090 1. The Board may employ:

(a) Agents and inspectors to secure evidence of, and report on, violations of this chapter.

(b) Attorneys, investigators , *consultants* and other professional ~~consultants~~ and clerical personnel necessary to administer this chapter.



2. The Attorney General may act as counsel for the Board subject to the provisions of NRS 622A.200.

Sec. 15. NRS 636.107 is hereby amended to read as follows:

636.107 1. Except as otherwise provided in this section and NRS 239.0115, a complaint filed with the Board, all documents and other information filed with the complaint and all documents and other information compiled as a result of an investigation conducted to determine whether to initiate disciplinary action are confidential.

2. ~~The~~ A complaint or other document filed by the Board to initiate disciplinary action and all documents and information considered by the Board when determining whether to impose discipline are public records.

Sec. 16. NRS 636.110 is hereby amended to read as follows:

636.110 1. Except as otherwise provided in subsection 3, all money coming into possession of the Board must be deposited by the Executive Director in a special fund to be expended for payment of compensation and expenses of members of the Board and for other necessary or proper purposes in the administration of this chapter. The Executive Director shall deposit the money in banks, credit unions, savings and loan associations or savings banks in this State ~~or~~ *or invest the money in treasury bills or notes of the United States.*

2. The Board may delegate to a hearing officer or panel its authority to take any disciplinary action pursuant to this chapter, impose and collect administrative fines and penalties therefor and forward the money therefrom to the Executive Director for deposit in banks, credit unions,



savings and loan associations or savings banks in this State ~~H~~ *or investment in treasury bills or notes of the United States.*

3. If a hearing officer or panel is not authorized to take disciplinary action pursuant to subsection 2 and the Board deposits the money collected from the imposition of administrative fines and penalties with the State Treasurer for credit to the State General Fund, it may present a claim to the State Board of Examiners for recommendation to the Interim Finance Committee if money is needed to pay attorney's fees or the costs of an investigation, or both.

Sec. 17. NRS 636.120 is hereby amended to read as follows:

636.120 ~~{Once each year, the}~~ *The* Board shall *periodically* prepare and ~~{distribute}~~ *make available* to all licensees a roster containing their names and *mailing* addresses.

Sec. 18. NRS 636.125 is hereby amended to read as follows:

636.125 The Board may adopt *policies*, rules and regulations necessary to carry out the provisions of this chapter.

Sec. 19. NRS 636.135 is hereby amended to read as follows:

636.135 The Board shall accredit schools , *or approve the accreditation of schools by any nationally recognized accrediting organization or agency*, in and out of this State teaching the science and art of optometry which it finds ~~{are giving}~~ *provide* a sufficient and thorough course of study for the preparation of optometrists.

Sec. 20. NRS 636.143 is hereby amended to read as follows:



636.143 ~~{1. The}~~ *At least once every 2 years, the* Board shall *review and, if the Board deems it necessary,* establish ~~{within the limits prescribed}~~ *or revise* a schedule of fees for the following purposes:

~~{Not less than~~ *Not more than*

Examination	\$100	\$500
Reexamination.....	100	500
Issuance of each license or duplicate license, including a license by endorsement.....	35	75
Renewal of each license or duplicate license	100	500
Issuance of a license for an extended clinical facility	100	500
Issuance of a replacement renewal card for a license	10	50

~~2. If an applicant submits an application for a license by endorsement pursuant to NRS 636.207, the Board shall collect not more than one half of the fee established pursuant to subsection 1 for the initial issuance of the license.]~~

- 1. Examinations.*
- 2. Applications for the issuance of a license.*
- 3. Renewal of a license.*
- 4. Granting certification or issuing certificates.*



5. Licensing of extended clinical facilities and other practice locations.

6. Any other service provided by the Board pursuant to this chapter.

Sec. 21. NRS 636.145 is hereby amended to read as follows:

636.145 ~~{1.}~~ A person shall not engage in the practice of optometry in this State unless:

~~{(a)}~~ 1. The person has obtained a license pursuant to the provisions of this chapter; and

~~{(b)}~~ 2. Except for the year in which such license was issued, the person holds a current renewal card for the license.

~~{2. In addition to any other penalty prescribed by law, if the Board determines that a person has committed any act described in subsection 1, the Board may:~~

~~—(a) Issue and serve on the person an order to cease and desist until the person obtains from the Board the proper license or otherwise demonstrates that he or she is no longer in violation of subsection 1. An order to cease and desist must include a telephone number with which the person may contact the Board.~~

~~—(b) Issue a citation to the person. A citation issued pursuant to this paragraph must be in writing, describe with particularity the nature of the violation and inform the person of the provisions of this paragraph. Each activity in which the person is engaged constitutes a separate offense for which a separate citation may be issued. To appeal a citation, the person must submit a written request for a hearing to the Board not later than 30 days after the date of issuance of the citation.~~

~~—(c) Assess against the person an administrative fine as provided in NRS 636.420.~~

~~—(d) Impose any combination of the penalties set forth in paragraphs (a), (b) and (c).]~~



Sec. 22. NRS 636.150 is hereby amended to read as follows:

636.150 ~~{Except as otherwise provided in NRS 636.206 and 636.207, any}~~ **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}~~ **each** examination ~~};~~
- ~~—4.}~~ **identified, administered or approved by the Board;**
3. Pay the prescribed fees; and
- ~~{5.}~~ 4. 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.

Sec. 23. NRS 636.155 is hereby amended to read as follows:

636.155 ~~{Except as otherwise provided in NRS 636.206 and 636.207, an}~~ **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 **or approved** 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.]~~ *Board pursuant to NRS 636.135;*

4. Has passed each part of the comprehensive national optometry examination administered by the National Board of Examiners in Optometry or its successor;

5. Has passed each examination identified, administered or approved by the Nevada State Board of Optometry pursuant to NRS 636.150; and

6. Has not been disciplined for harming a patient as a licensed optometrist in another state.

Sec. 24. NRS 636.170 is hereby amended to read as follows:

636.170 ~~{1. The Board shall:~~

~~—(a) Conduct a regular annual examination, and may conduct a special examination when it deems that circumstances warrant such examination.~~

~~—(b) Fix and announce the time and place of any examination at least 30 days prior to the day when it is to be commenced.~~

~~—2.]~~ The member of the Board who is a representative of the general public shall not participate in preparing, conducting or grading any examination required by the Board.

Sec. 25. NRS 636.180 is hereby amended to read as follows:

636.180 An examination must:

1. Be practical in character and design as determined by the Board;
2. Test the fitness of the examinee to practice optometry; *and*



3. Be prepared and administered by the Board or a testing agency that has been designated by the Board to conduct its examinations . ~~[- and~~

~~—4. Be conducted in the English language.]~~

Sec. 26. NRS 636.190 is hereby amended to read as follows:

636.190 Except as otherwise provided in NRS 622.090, a grade of ~~[75]~~ 70 or higher for each area tested ~~[on the examination]~~ is required to pass ~~[an]~~ the examination.

Sec. 27. NRS 636.215 is hereby amended to read as follows:

636.215 The Board shall execute a license for each person who has satisfied the requirements of NRS 636.150, 636.155, 636.206 or 636.207 and submitted all information and fees required to complete an application for a license. A license must:

1. Certify that the licensee has been examined and found qualified to practice optometry in this State; and

2. ~~[Be signed by each member]~~ Bear the signatures of the President of the Board ~~[-]~~ and the Executive Director.

Sec. 28. NRS 636.227 is hereby amended to read as follows:

636.227 1. The Board may grant a license to an accredited school or college of optometry to establish an extended clinical facility for the treatment of visual disorders and shall adopt reasonable regulations and establish procedures for such purpose. If a license is granted, it is effective ~~[for]~~ only ~~[-]~~ until February 28 of the next even-numbered year unless renewed by the Board ~~[-]~~ upon payment of the fee for the renewal of the license established pursuant to NRS 636.143.



2. An accredited school or college of optometry which desires to establish an extended clinical facility for the treatment of visual disorders in this State must apply to the Board for a license, and the application must contain the following information:

- (a) The name and address of the proposed facility;
- (b) The date when the school or college desires to commence operation of the facility;
- (c) A brief description of the facility and of the equipment which will be available for use there;
- (d) The kinds of optometric services to be rendered; and
- (e) The name and address of each instructor or clinician to be employed at the facility, his or her academic qualifications and any licenses which entitle the instructor or clinician to practice optometry in this or any other state.

3. Every school or college of optometry which operates a licensed facility in this State shall notify the Board if the school or college changes its instructors or clinicians, the location of the facility or the content of a clinical program.

4. Nothing in this section authorizes a licensed optometrist to engage in any acts which are beyond the scope of his or her license issued in accordance with the provisions of this chapter.

5. For the purposes of this section, “extended clinical facility for the treatment of visual disorders” means a clinical facility which renders optometric services and is operated by an accredited school or college of optometry, but which is located beyond the boundaries of the principal campus of the school or college.

Sec. 29. NRS 636.250 is hereby amended to read as follows:



636.250 A license issued under this chapter or any former law must be renewed pursuant to the provisions of NRS 636.250 to 636.285, inclusive, before March 1 of each *even-numbered* year.

Sec. 30. NRS 636.255 is hereby amended to read as follows:

636.255 The Executive Director shall mail a notice of renewal to each licensee before February 1 of each *even-numbered* year. The failure of the Executive Director to notify a licensee does not excuse the licensee from the requirements of NRS 636.250.

Sec. 31. NRS 636.260 is hereby amended to read as follows:

636.260 1. Before March 1 of each *even-numbered* year, each licensee shall pay a renewal fee to the Executive Director in the amount ~~[specified in]~~ *established pursuant to* NRS 636.143. For the purposes of this subsection, the date of the postmark on any payment received by mail shall be deemed to be the date of receipt by the Executive Director.

2. The renewal fee must be accompanied by satisfactory evidence that the licensee has, within the immediately preceding ~~[12-month]~~ *24-month* period, completed the required number of hours in a course or courses of continuing education that have been approved by the Board. This evidence must be indicated on the form for proof of completion of continuing education that is furnished by the Board. The Board shall not require a licensee to complete more than ~~[24]~~ *48* hours of continuing education during each ~~[year]~~ *period of renewal*. The Board may waive the requirement that a licensee complete all or part of the required number of hours of continuing education upon good cause shown by the licensee.



3. A licensee who is certified to administer and prescribe ~~therapeutic~~ pharmaceutical agents pursuant to NRS 636.288 must, at the time of paying the renewal fee, present evidence satisfactory to the Executive Director that, during the ~~12~~ 24 months immediately preceding the payment of the renewal fee, the licensee completed an educational or postgraduate program approved by the Board. The Board shall establish the number of hours for completion of the program which must be not less than ~~30~~ 60 hours nor more than ~~50~~ 100 hours.

Sec. 32. NRS 636.265 is hereby amended to read as follows:

636.265 Upon payment of the renewal fee, submission of evidence of completion of the required number of hours of continuing education and submission of all information required to complete the renewal, the Executive Director shall execute and issue a renewal card for the license to the licensee, certifying that the license has been renewed for a ~~12-month~~ 24-month period beginning March 1 of each *even-numbered* year. The renewal card must indicate the address of the place of the licensee's practice for which the card is issued and be displayed prominently at that location. The renewal card must be signed by the Executive Director . ~~and sealed with the seal of the Board.~~

Sec. 33. NRS 636.270 is hereby amended to read as follows:

636.270 If a licensee fails to comply with the provisions of NRS 636.260 on or before the prescribed date, the license must be suspended effective March 1 ~~1~~ *of the year of the prescribed date* and must remain suspended until it is restored in the manner specified in NRS 636.275 ~~1~~ *or expires pursuant to that section, whichever occurs first.*

Sec. 34. NRS 636.275 is hereby amended to read as follows:



636.275 1. A license which has been suspended for failure of the licensee to pay the ~~{annual}~~ renewal fee , ~~{or}~~ to submit all information required to complete the renewal *or to submit evidence of completion of the required number of hours of continuing education* may be restored at any time ~~{during the calendar year}~~ *within 90 days after the suspension of the license* upon the licensee:

(a) Paying the ~~{annual}~~ *renewal* fee;

(b) Paying ~~{the Executive Director}~~ a nonrenewal penalty in the amount prescribed by NRS 636.285; ~~{and}~~

(c) Submitting all required information ~~{~~

~~—2. A license which has been suspended for failure of the licensee to submit evidence of completion of~~ ; *and*

(d) Completing the required number of hours of continuing education . ~~{may be restored upon the licensee completing the continuing education, if such completion occurs during the calendar year in which the suspension has occurred.~~

~~—3.]~~

2. Any license suspended pursuant to the provisions of NRS 636.270 ~~{must be revoked at the end of the calendar year during which it was suspended}~~ *expires 91 days after the suspension of the license* unless the license is restored pursuant to subsection 1 . ~~{or 2.}~~

Sec. 35. NRS 636.286 is hereby amended to read as follows:

636.286 An optometrist shall not administer or prescribe a ~~{therapeutic}~~ pharmaceutical agent unless the optometrist has obtained a certificate pursuant to NRS 636.288.



Sec. 36. NRS 636.287 is hereby amended to read as follows:

636.287 The Board shall adopt regulations which prescribe the requirements for certification to administer and prescribe ~~therapeutic~~ pharmaceutical agents pursuant to NRS 636.288. The requirements must include:

1. A license to practice optometry in this State;
2. The successful completion of the “Treatment and Management of Ocular Disease Examination” administered by the National Board of Examiners in Optometry ~~on or after January 1, 1993,~~ or an equivalent examination approved by the Board; and
3. The successful completion of not fewer than 40 hours of clinical training in administering and prescribing ~~therapeutic~~ pharmaceutical agents in a training program which is conducted by an ophthalmologist and approved by the Board.

Sec. 37. NRS 636.288 is hereby amended to read as follows:

636.288 The Board shall provide to:

1. Each optometrist who has complied with the requirements adopted by the Board pursuant to NRS 636.287, a certificate to administer and prescribe ~~therapeutic~~ pharmaceutical agents.
2. The State Board of Pharmacy the name of each optometrist it certifies pursuant to this section.

Sec. 38. NRS 636.2881 is hereby amended to read as follows:

636.2881 The Board shall, by regulation, require each optometrist who is certified to administer and prescribe ~~therapeutic~~ pharmaceutical agents pursuant to NRS 636.288 and who is registered to dispense controlled substances pursuant to NRS 453.231 to complete at least 2



hours of training relating specifically to the misuse and abuse of controlled substances, the prescribing of opioids or addiction during each period of licensure. Any licensee may use such training to satisfy 2 hours of any continuing education requirement established by the Board.

Sec. 39. NRS 636.2882 is hereby amended to read as follows:

636.2882 An optometrist who is certified to administer and prescribe a ~~{therapeutic}~~ pharmaceutical agent pursuant to NRS 636.288 shall not prescribe ~~{an analgesic of hydrocodone with compounds, codeine with compounds or propoxyphene with compounds}~~ *a controlled substance* unless the optometrist:

1. Has completed an optometric examination of the patient for whom the ~~{therapeutic pharmaceutical agent}~~ *controlled substance* is prescribed;
2. Prescribes the ~~{therapeutic pharmaceutical agent}~~ *controlled substance* in an amount that *does not exceed 90 morphine milligram equivalents per day and* will not last more than 72 hours; and
3. Sets forth in the prescription for the ~~{therapeutic pharmaceutical agent}~~ *controlled substance* that the prescription may not be refilled ~~{.}~~ *without a subsequent examination of the patient by the optometrist.*

Sec. 40. NRS 636.2891 is hereby amended to read as follows:

636.2891 1. An optometrist *whose initial license to practice optometry is issued on or after October 1, 2020, may treat a person with glaucoma without obtaining a certificate to treat persons diagnosed with glaucoma pursuant to NRS 636.2895 in addition to his or her license to practice optometry.*



2. An optometrist whose initial license to practice optometry is issued before October 1, 2020, shall not treat a person diagnosed with glaucoma unless the optometrist has been issued a certificate by the Board pursuant to NRS 636.2895.

~~{2.}~~ *3. An optometrist {who}, regardless of whether he or she* has been issued a certificate to treat persons diagnosed with glaucoma pursuant to NRS 636.2895 , shall refer a patient diagnosed with glaucoma to an ophthalmologist for treatment if any one of the following is applicable:

- (a) The patient is under 16 years of age.
- (b) The patient has been diagnosed with malignant glaucoma or neovascular glaucoma.
- (c) The patient has been diagnosed with acute closed angle glaucoma. The provisions of this paragraph do not prohibit the optometrist from administering appropriate emergency treatment to the patient.

~~{(d) The patient's glaucoma is caused by diabetes, and, after joint consultation with a physician who is treating the diabetes and an ophthalmologist, the physician or ophthalmologist determines that the patient should be treated by an ophthalmologist. If an optometrist determines that a patient's glaucoma is caused by diabetes, the optometrist shall consult with a physician and ophthalmologist in the manner provided in this paragraph.}~~

Sec. 41. NRS 636.2893 is hereby amended to read as follows:

636.2893 The Board shall adopt regulations that prescribe the requirements for the issuance of a certificate to treat persons diagnosed with glaucoma pursuant to NRS 636.2895. The requirements must include, without limitation:



1. A license to practice optometry in this State;
2. The successful completion of the “Treatment and Management of Ocular Disease Examination” administered by the National Board of Examiners in Optometry ~~{on or after January 1, 1993,}~~ or an equivalent examination approved by the Board; and
3. ~~{Proof that each optometrist who applies for a certificate has treated at least 15 persons who were:~~
 - ~~—(a) Diagnosed with glaucoma by an ophthalmologist licensed in this State; and~~
 - ~~—(b) Treated by the optometrist, in consultation with that ophthalmologist, for at least 12 consecutive months.}~~ *A certificate to administer and prescribe pharmaceutical agents issued pursuant to NRS 636.288.*

Sec. 42. NRS 636.295 is hereby amended to read as follows:

636.295 The following acts, conduct, omissions, or mental or physical conditions, or any of them, committed, engaged in, omitted, or being suffered by a licensee, constitute sufficient cause for disciplinary action:

1. ~~{Affliction of the licensee with any communicable disease likely to be communicated to other persons.~~
- ~~—2.}~~ Commission by the licensee of a felony relating to the practice of optometry or a gross misdemeanor involving moral turpitude of which the licensee has been convicted and from which he or she has been sentenced by a final judgment of a federal or state court in this or any other state, the judgment not having been reversed or vacated by a competent appellate court and the offense not having been pardoned by executive authority.



~~{3. Conviction of any of the provisions of NRS 616D.200, 616D.220, 616D.240 or 616D.300 to 616D.440, inclusive.~~

~~—4.}~~ 2. Commission of fraud by or on behalf of the licensee in obtaining a license or a renewal thereof, or in practicing optometry thereunder.

~~{5.}~~ 3. Habitual drunkenness or addiction to any controlled substance.

~~{6.}~~ 4. Gross incompetency.

~~{7.}~~ 5. Affliction with any mental or physical disorder or disturbance seriously impairing his or her competency as an optometrist.

~~{8.}~~ 6. Making false or misleading representations, by or on behalf of the licensee, with respect to optometric materials or services.

~~{9.}~~ 7. Practice by the licensee, or attempting or offering so to do, while in an intoxicated condition.

~~{10.}~~ 8. Perpetration of unethical or unprofessional conduct in the practice of optometry.

~~{11. Knowingly procuring or administering a controlled substance or a dangerous drug as defined in chapter 454 of NRS that is not approved by the United States Food and Drug Administration, unless the unapproved controlled substance or dangerous drug:~~

~~—(a) Was procured through a retail pharmacy licensed pursuant to chapter 639 of NRS;~~

~~—(b) Was procured through a Canadian pharmacy which is licensed pursuant to chapter 639 of NRS and which has been recommended by the State Board of Pharmacy pursuant to subsection 4 of NRS 639.2328; or~~

~~—(c) Is marijuana being used for medical purposes in accordance with chapter 453A of NRS.~~



~~—12.1~~ **9.** Any violation of the provisions of this chapter or any regulations adopted pursuant thereto.

~~{13.}~~ **10.** Operation of a medical facility, as defined in NRS 449.0151, at any time during which:

(a) The license of the facility is suspended or revoked; or

(b) An act or omission occurs which results in the suspension or revocation of the license pursuant to NRS 449.160.

↪ This subsection applies to an owner or other principal responsible for the operation of the facility.

~~{14. — Failure to obtain any training required by the Board pursuant to NRS 636.2881.~~

~~—15.}~~ **11.** Failure to comply with the provisions of NRS 453.163, 453.164, 453.226, 639.23507, 639.2391 to 639.23916, inclusive, and any regulations adopted by the State Board of Pharmacy pursuant thereto.

~~{16.}~~ **12.** Fraudulent, illegal, unauthorized or otherwise inappropriate prescribing, administering or dispensing of a controlled substance listed in schedule II, III or IV.

Sec. 43. NRS 636.300 is hereby amended to read as follows:

636.300 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~~ *person* or allowing another ~~optometrist~~ *person* 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.}~~

Sec. 44. NRS 636.301 is hereby amended to read as follows:

636.301 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 *which is designed or tends to impair, influence or affect the independent judgment or practice of the optometrist* with any person who is not an optometrist or a health maintenance organization, unless in accordance with NRS 636.374.

Sec. 45. NRS 636.302 is hereby amended to read as follows:

636.302 The following acts, among others, constitute unethical or unprofessional conduct:

1. ~~{Making a house-to-house canvass, either in person or by another person, for advertising, selling or soliciting the sale of eyeglasses, frames, lenses, mountings, or optometric examinations or services.}~~



~~—2.]~~ Circulating or publishing, directly or indirectly, any false, fraudulent or misleading statement as to optometric materials or services, his or her method of practice or skill, or the method of practice or skill of any other licensee.

~~[3.]~~ 2. Advertising in any manner that will tend to deceive, defraud or mislead the public.

~~[4.]~~ 3. Advertising, directly or indirectly, free optometric examinations . ~~[or services.]~~

Sec. 46. NRS 636.305 is hereby amended to read as follows:

636.305 A complaint may be made against a licensee by:

1. An ~~[agent]~~ **employee** or ~~[inspector employed by]~~ **contractor of** the Board; **or**
2. Any ~~[other]~~ licensee ~~[:]~~ or

~~[3.—Any aggrieved]~~ **other** person,

↪ charging one or more of the causes for disciplinary action with such particularity as to enable the defendant licensee to prepare a defense.

Sec. 47. NRS 636.310 is hereby amended to read as follows:

636.310 A complaint ~~[must]~~ :

1. **Must** be made in writing ~~[. The original complaint and two copies must be filed with the Executive Director. A complaint may]~~ **and be signed and verified by the person making it.**

2. **May not** be filed anonymously. ~~[If a complaint is filed anonymously, the Board may accept the complaint but may refuse to consider the complaint if anonymity of the complainant makes processing the complaint impossible or unfair to the person who is the subject of the complaint.]~~

Sec. 48. NRS 636.315 is hereby amended to read as follows:



636.315 1. Except as otherwise provided in NRS 636.338, as soon as practicable after the filing of a complaint, the Board shall notify the licensee against whom the complaint is filed and fix a date for its *initial* review of the complaint. If the Board receives a report pursuant to subsection 5 of NRS 228.420, a hearing must be held within 30 days after receiving the report. ~~[The licensee must be allowed a reasonable amount of time to respond to the allegations of the complaint.]~~ The Executive Director shall notify the licensee of the time, date and place fixed for the Board's *initial* review of the complaint.

2. After reviewing the complaint, the Board shall dismiss the complaint or file a formal charge against the licensee. If a formal charge is filed, the Executive Director shall prepare the charge in accordance with the Board's regulations and send a copy to the licensee. The licensee must be allowed a reasonable amount of time to file a response to the charge.

3. Within a reasonable time after the Executive Director sends a copy of the charge to the licensee, the Board shall fix the time, date and place for a hearing and the Executive Director shall notify the licensee thereof. *The licensee must be allowed a reasonable amount of time to respond to the complaint.*

4. The Board shall retain all complaints received by the Board pursuant to this section for at least 10 years, including, without limitation, any complaints not acted upon.

Sec. 49. NRS 636.350 is hereby amended to read as follows:

636.350 1. An optometrist shall not practice optometry , *be employed by or own all or any portion of an optometry practice* under an assumed or fictitious name unless the optometrist



has been issued a certificate of registration by the Board to practice optometry under ~~an~~ *the* assumed or fictitious name ~~and~~ *and at a specific location.*

2. An optometrist who applies for a certificate of registration to practice optometry under an assumed or fictitious name must submit to the Board an application on a form provided by the Board. *The application must be accompanied by proof satisfactory to the Board that the assumed or fictitious name meets the requirements of chapter 602 of NRS and has been registered or otherwise approved by any appropriate governmental entity, including, without limitation, any incorporated city or unincorporated town in which the optometrist practices, if the registration or other approval is required by the governmental entity.*

3. Each optometrist who is issued a certificate of registration pursuant to this section shall:

- (a) Comply with the provisions of chapter 602 of NRS; and
- (b) Display or cause to be displayed near the entrance of his or her business the full name of the optometrist and the words or letters that designate him or her as an optometrist.

4. The Board shall adopt regulations that prescribe the requirements for the issuance of a certificate of registration to practice optometry under an assumed or fictitious name.

5. As used in this section, “assumed or fictitious name” means a name that is not the real name of each person who owns an interest in a business.

Sec. 50. NRS 636.355 is hereby amended to read as follows:

636.355 A licensee shall not ~~be entitled to~~ lend, sell, or otherwise ~~dispose of~~ permit the unauthorized use of his or her license or current renewal card.

Sec. 51. NRS 636.365 is hereby amended to read as follows:



636.365 The Board or the Executive Director may issue a duplicate license and renewal card *for each location at which a licensee practices optometry*, if ~~the~~ the licensee maintains more than one place of practice.

Sec. 52. NRS 636.370 is hereby amended to read as follows:

636.370 1. A person who has been issued an initial license to practice optometry in this State or who is re-establishing a practice in this State shall, before commencing the practice, notify the Executive Director, in writing, of the location or locations where the person intends to practice.

2. A licensee shall notify the Executive Director in writing before changing the location of his or her practice ~~or~~ *or establishing an additional location to practice optometry.*

Sec. 53. NRS 636.372 is hereby amended to read as follows:

636.372 1. ~~Any~~ *Except as otherwise provided in subsection 4, an* optometrist may enter into an agreement with a person who is not licensed pursuant to the provisions of this chapter for the leasing of a building or a part thereof for use in his or her practice. The lease may contain a provision which requires that the rent must be based on a percentage of the revenue earned by the optometrist in his or her practice if the total amount of rent paid for the building or part thereof does not exceed its fair rental value, including any furniture, fixtures or equipment therein.

2. An optometrist who enters into such a lease with a physician may locate his or her office in the same place of business as the physician without a physical separation between the office and the place of business.



3. The Board may adopt regulations prescribing the requirements for such leases. The regulations must ensure the quality of optometric care and the practice of optometry without restricting competition or the commercial practice of optometry.

4. An optometrist shall not enter into a lease pursuant to this section unless, during the term of the lease, the optometrist maintains exclusive access to, and control and ownership of, the medical records of each patient of the optometrist.

Sec. 54. NRS 636.374 is hereby amended to read as follows:

636.374 An optometrist may, based upon the individual needs of a particular patient, collaborate with an ophthalmologist for the provision of care to the patient, for a fixed fee, regarding one or more surgical procedures if:

1. The collaborating parties prepare and maintain in their respective medical records regarding the patient, written documentation of each procedure and other service performed by each collaborating party which includes the date each procedure and other service is performed;

2. The fixed fee is divided between the collaborating parties in proportion to the services personally performed by each of them;

3. The collaborating parties agree that the collaborating optometrist will refer the patient back to the collaborating ophthalmologist or, if the collaborating ophthalmologist is not available, another ophthalmologist designated by the collaborating ophthalmologist to provide care to the patient if the medical needs of the patient necessitate the provision of care by an ophthalmologist; and



4. The collaborating parties provide to the patient and maintain in their respective medical records regarding the patient, a written document, signed by each of the collaborating parties and the patient, containing:

- (a) The name, business address and telephone number of each of the collaborating parties;
- (b) The amount of the fixed fee for the procedures and services;
- (c) The proportion of that fee to be received by each collaborating party;
- (d) A statement, signed by the patient and a witness who is not one of the collaborating parties, that the patient voluntarily, knowingly and willingly desires the performance of the postoperative care by the collaborating optometrist;
- (e) A statement that the patient is entitled to return to the collaborating ophthalmologist for postoperative care at any time after the surgery; and
- (f) A statement which:

(1) Indicates that the practice of optometry *is regulated by the Nevada State Board of Optometry* and *the practice of* ophthalmology ~~{are-respectively}~~ *is* regulated by the ~~{Nevada State Board of Optometry and the}~~ Board of Medical Examiners ~~{;}~~ *or the State Board of Osteopathic Medicine, as applicable;* and

(2) Contains the address and telephone number of each of those Boards.

Sec. 55. NRS 636.375 is hereby amended to read as follows:

636.375 Any notice required to be given by the Board or the Executive Director to a licensee may be transmitted by ~~{ordinary}~~ :



1. *Ordinary* first-class, certified or registered mail, postage prepaid, addressed to the licensee at the location listed by the ~~{Executive Director for that}~~ licensee ~~{ }~~ *on his or her most recent change of address form or application for the renewal of his or her license;*

2. *Electronic mail to the address for electronic mail most recently provided by the licensee to the Board; or*

3. *Facsimile machine to the number most recently provided by the licensee to the Board.*

Sec. 56. NRS 636.382 is hereby amended to read as follows:

636.382 ~~{1. No}~~ *Any* licensed optometrist may administer topical *diagnostic* ophthalmic ~~{pharmaceutical}~~ agents . ~~{unless the optometrist has received certification from the Board authorizing him or her to do so.}~~

~~—2. The Board shall adopt regulations prescribing the diagnostic uses to which the agents enumerated in subsection 3 may be put, the manner in which such agents may be used, and the qualifications and requirements for such certification which must include:~~

~~—(a) A valid license to practice optometry in this State;~~

~~—(b) Satisfactory completion of a curriculum approved by the Board, which must include general and ocular pharmacology, at an institution approved by the Board and accredited by a regional or professional accrediting organization and recognized or approved by the Council on Post-Secondary Accreditation, the Northwest Accreditation Association or the United States Department of Education; and~~

~~—(c) Successful completion of an appropriate examination approved and administered by the Board.~~



~~—3. The following topical ophthalmic pharmaceutical agents may be used for diagnostic purposes by an optometrist who has been authorized by the Board to do so:~~

~~—(a) Mydriatics;~~

~~—(b) Cycloplegics;~~

~~—(c) Topical anesthetics; and~~

~~—(d) Miotics.]~~

Sec. 57. NRS 636.387 is hereby amended to read as follows:

636.387 1. The form for any prescription which is ~~issued for an ophthalmic lens by an optometrist in this State must contain lines or boxes in substantially the following form:~~

~~Approved for contact lenses~~

~~Not approved for contact lenses~~

~~—2. The prescribing optometrist shall mark or check one of the lines or boxes required by subsection 1 each time such a prescription is issued by the optometrist.~~

~~—3. If the prescription is]~~ for a contact lens ~~[, the form]~~ must set forth the expiration date of the prescription, the number of ~~[refills]~~ **contact lenses** approved for the patient and such other information as is necessary for the prescription to be filled properly.

~~[4.]~~ **2.** The initial fitting of a contact lens must be performed by an ophthalmologist or optometrist licensed in this State.



~~[5.]~~ 3. As used in this section, “initial fitting” means measuring the health, integrity and refractive error of the eye to determine whether contact lenses ~~[may be approved pursuant to subsection 1.]~~ *are appropriate for the patient.*

Sec. 58. NRS 636.410 is hereby amended to read as follows:

636.410 A violation of this chapter shall constitute a gross misdemeanor and shall be punishable as such. ~~[, unless a greater penalty is provided pursuant to NRS 200.830 or 200.840.]~~

Sec. 59. NRS 636.420 is hereby amended to read as follows:

636.420 Any person licensed under this chapter who violates any provision of this chapter or any regulation of the Board ~~[relating to the practice of optometry]~~ is liable to the Board for an administrative fine of not ~~[less than \$100 or]~~ more than \$5,000 ~~[.]~~ *for each violation.*

Sec. 60. NRS 639.0125 is hereby amended to read as follows:

639.0125 “Practitioner” means:

1. A physician, dentist, veterinarian or podiatric physician who holds a license to practice his or her profession in this State;
2. A hospital, pharmacy or other institution licensed, registered or otherwise permitted to distribute, dispense, conduct research with respect to or administer drugs in the course of professional practice or research in this State;
3. An advanced practice registered nurse who has been authorized to prescribe controlled substances, poisons, dangerous drugs and devices;
4. A physician assistant who:
 - (a) Holds a license issued by the Board of Medical Examiners; and



(b) Is authorized by the Board to possess, administer, prescribe or dispense controlled substances, poisons, dangerous drugs or devices under the supervision of a physician as required by chapter 630 of NRS;

5. A physician assistant who:

(a) Holds a license issued by the State Board of Osteopathic Medicine; and

(b) Is authorized by the Board to possess, administer, prescribe or dispense controlled substances, poisons, dangerous drugs or devices under the supervision of an osteopathic physician as required by chapter 633 of NRS; or

6. An optometrist who is certified by the Nevada State Board of Optometry to prescribe and administer ~~therapeutic~~ pharmaceutical agents pursuant to NRS 636.288, when the optometrist prescribes or administers ~~therapeutic~~ pharmaceutical agents within the scope of his or her certification.

Sec. 61. NRS 453.126 is hereby amended to read as follows:

453.126 “Practitioner” means:

1. A physician, dentist, veterinarian or podiatric physician who holds a license to practice his or her profession in this State and is registered pursuant to this chapter.

2. An advanced practice registered nurse who holds a certificate from the State Board of Pharmacy authorizing him or her to dispense or to prescribe and dispense controlled substances.

3. A scientific investigator or a pharmacy, hospital or other institution licensed, registered or otherwise authorized in this State to distribute, dispense, conduct research with respect to, to



administer, or use in teaching or chemical analysis, a controlled substance in the course of professional practice or research.

4. A euthanasia technician who is licensed by the Nevada State Board of Veterinary Medical Examiners and registered pursuant to this chapter, while he or she possesses or administers sodium pentobarbital pursuant to his or her license and registration.

5. A physician assistant who:

(a) Holds a license from the Board of Medical Examiners; and

(b) Is authorized by the Board to possess, administer, prescribe or dispense controlled substances under the supervision of a physician as required by chapter 630 of NRS.

6. A physician assistant who:

(a) Holds a license from the State Board of Osteopathic Medicine; and

(b) Is authorized by the Board to possess, administer, prescribe or dispense controlled substances under the supervision of an osteopathic physician as required by chapter 633 of NRS.

7. An optometrist who is certified by the Nevada State Board of Optometry to prescribe and administer ~~therapeutic~~ pharmaceutical agents pursuant to NRS 636.288, when the optometrist prescribes or administers ~~therapeutic~~ pharmaceutical agents within the scope of his or her certification.

Sec. 62. NRS 454.00958 is hereby amended to read as follows:

454.00958 “Practitioner” means:

1. A physician, dentist, veterinarian or podiatric physician who holds a valid license to practice his or her profession in this State.



2. A pharmacy, hospital or other institution licensed or registered to distribute, dispense, conduct research with respect to or to administer a dangerous drug in the course of professional practice in this State.

3. When relating to the prescription of poisons, dangerous drugs and devices:

(a) An advanced practice registered nurse who holds a certificate from the State Board of Pharmacy permitting him or her so to prescribe; or

(b) A physician assistant who holds a license from the Board of Medical Examiners and a certificate from the State Board of Pharmacy permitting him or her so to prescribe.

4. An optometrist who is certified to prescribe and administer ~~{dangerous—drugs}~~ *pharmaceutical agents* pursuant to NRS 636.288 when the optometrist prescribes or administers dangerous drugs which are within the scope of his or her certification.

Sec. 63. Notwithstanding the amendatory provisions of:

1. Section 20 of this act, the schedule of fees established by the Nevada State Board of Optometry pursuant to NRS 636.143 remains in effect until the Board establishes a revised schedule of fees pursuant to NRS 636.143, as amended by section 20 of this act.

2. Section 27 of this act, a license to practice optometry executed pursuant to NRS 636.215 remains in effect for the period for which the license was issued, if the person to whom the license was issued remains eligible to hold the license during that period.

3. Section 36 of this act, any regulations adopted by the Nevada State Board of Optometry prescribing the requirements for certification to administer and prescribe a therapeutic



pharmaceutical agent pursuant to NRS 636.287 remain in effect until the Board amends the regulations in accordance with NRS 636.287, as amended by section 36 of this act.

4. Section 37 of this act, a certificate to administer or prescribe a therapeutic pharmaceutical agent issued in accordance with the provisions of NRS 636.288 remains in effect for the period for which the certificate was issued, if the person to whom the certificate was issued otherwise remains eligible to hold the certificate during that period.

5. Section 40 of this act, any regulations adopted by the Nevada State Board of Optometry which prescribe the requirements for the issuance of a certificate to treat persons diagnosed with glaucoma pursuant to NRS 636.2893 remain in effect until the Board adopts regulations in accordance with NRS 636.2893, as amended by section 41 of this act.

Sec. 64. NRS 636.024, 636.160, 636.175, 636.195, 636.200, 636.220, 636.296, 636.336, 636.341 and 636.385 are hereby repealed.

Sec. 65. This act becomes effective:

1. Upon passage and approval for the purposes of adopting regulations and any other preparatory administrative tasks that are necessary to carry out the provisions of this act; and

2. On July 1, 2019, for all other purposes.



LEADLINES OF REPEALED SECTIONS

- 636.024 “Therapeutic pharmaceutical agent” defined.
- 636.160 Application for examination.
- 636.175 Equipment required for examination.
- 636.195 Request for reexamination.
- 636.200 Scope of reexamination.
- 636.220 Licenses: Issuance.
- 636.296 Inspection of premises by Board.
- 636.336 Board to cooperate with other agencies investigating persons.
- 636.341 Practicing or offering to practice without license: Reporting requirements of Board.
- 636.385 Use of and payment for optometric services by administrative agencies and public schools.





January 28, 2019

Chen K. Young, O.D.
Board President
Nevada State Board of Optometry
P.O. Box 1824
Carson City, NV 89702

Dear Dr. Chen:

The Nevada Academy of Ophthalmology supports the proposed amendment that the Nevada State Board of Optometry is considering under item #6 of your agenda for your January 29, 2019 meeting (a copy of which is attached.)

We appreciate that you reached out to stakeholders both in the north and the south and are proposing these additional changes to Assembly Bill 77 based on the feedback you received.

Thank-you for sharing this letter with the board and public at your meeting.

Please let me know if you have any questions.

Sincerely,

Adam J. Rovit, M.D.
President

Nevada Academy of Ophthalmology
PO Box 15883, Las Vegas, Nevada 89114