NEVADA STATE BOARD OF OPTOMETRY

CHEN K. YOUNG, O.D.
Board President

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JEFFREY K. AUSTIN, O.D.
Board Member

DREW JOHNSON
Public Board Member

Meeting Materials for

OCTOBER 13, 2020

Board Meeting

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OF

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Agenda

NEVADA STATE BOARD OF OPTOMETRY

AGENDA & NOTICE OF PUBLIC MEETING

The Nevada State Board of Optometry will hold a **telephonic** meeting

Tuesday, October 13, 2020, at 12 Noon

The public is invited to attend telephonically.
Dial **(712) 451-0223, and when prompted, enter Access code: 292304#**

AGENDA

***INDICATES ACTION MAY BE TAKEN.**

1. Welcome, Introductions and **Public Comment**.

2. **Call to Order**, Roll Call.

3. ***For Possible Action.** Consideration and approval of the **minutes** of the May 19, 2020, June 19, 2020 and August 11, 2020 Board meetings.

4. ***For Possible Action.** Discussion and possible adoption of proposed final **Board Policies**.

5. ***For Possible Action**. Request for Declaratory Order, submitted by Greg E. Evans, O.D. regarding the proper licensing of a traveling "claimant assessment" provider for the V.A.

6. ***For Possible Action.** Online State Law Exam update and **contract approval.**

7. Executive Director's Report (No action taken at this meeting):
- Audit status
- Licensee polling during CE presentation
- December meeting date change
- Newsletter content/Web update/ Contact Lens Rule revisions

8. Announcements/requests for future consideration (No action taken at this meeting).

9. **Public Comment**.

10. *__**For Possible Action**__**.** Adjournment.

* * * * *

FY 2020-2021 Remaining regular meeting schedule Tuesdays at Noon by telephone:
, December xx, 2020 (To Be Determined), February 9, April 13, June 8, 2021

* * * * *

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

Office of the Nevada Attorney General, 5420 Kietzke Lane, Reno;
Office of the Nevada Attorney General 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 this meeting. Please call Caren C. Jenkins at (775) 883-8367 in advance for arrangements.

MEETING MATERIALS: To view the meeting materials provided to the Board in advance, if any, visit www.nvoptometry.org, or request a hard copy 5 days in advance by emailing admin@nvoptometry.org.

Materials for Agenda Item

No. 3

MINUTES OF MAY 19 AND AUGUST 11, 2020

(JULY 19, 2020 MINUTES PROVIDED SEPARATELY.)

NEVADA STATE BOARD OF OPTOMETRY

MINUTES OF PUBLIC MEETING
May 19, 2020

1. President Chen Young, O.D. opened the meeting at 12:02 pm, and asked for public comment. None was offered.

2. President Young, Vice President Mariah Smith, O.D., Jeff Austin O.D. and Drew Johnson were all in attendance. Also present were Executive Director Caren C. Jenkins, Board Counsel Asheesh Bhalla, Esq., and Licensing Specialist Nancy Padilla. Public attendees included Steve Girisgen, O.D., Jeff Cooper and others.

3. Consideration and approval of the minutes of the January 21, 2020 and March 19, 2020 Board meetings. All members having had an opportunity to consider the proposed minutes, Dr. Smith moved, and Mr. Johnson seconded to adopt the minutes without correction. Unanimous.

4. Just and Sufficient Cause determinations:

Ms. Jenkins introduced the Complaints provided with the meeting materials and asked for the Board's guidance respecting the "unethical or unprofessional conduct" provision in NRS 636.295, and how the Board envisioned it application independent of any other violation being found.

COMPLAINT 20-10 The Board reviewed the redacted Complaint and supporting information alleging a violation of NRS 636.295-unethical or unprofessional conduct in the practice of optometry. After a full discussion of the allegations and evidence as well as analysis of the Board's role to protect the public regarding health care concerns, Dr. Smith moved, and Dr. Austin seconded a motion to dismiss the Complaint for lack of jurisdiction. The Board expressed a desire to be able to impose mentoring regarding good business practices including providing patients with information regarding refund policies, re-making lenses and other policies so that patients are aware that after cataract surgery, glasses sometimes must be re-made or prescriptions adjusted. The diagnoses were less troubling than the monetary issues and the offer of a refund without follow-through. Call for the question resulted in unanimous approval to dismiss the complaint.

COMPLAINT 20-11 The Board considered the Complaint and evidence submitted and discussed that this complaint fails to fall within the jurisdiction of the Board. The Board has no authority over consumer/small claims or business contracts. Although it is unfortunate that a conflict like this has arisen, the complainant has alternative remedies available and the Board's role is protection of the public

related to its health concerns rather than financial concerns. As a result, this business-related complaint does not fall within the jurisdiction of the Board. Dr. Smith moved and Dr. Austin seconded a motion to dismiss. Approved unanimously.

5. Upon discussion whether any temporary regulations are required to address direction to licensees during the COVID-19 pandemic, the Board agreed to direct staff to modify acceptance of CE to the standards adopted by COPE and to apply those standards to all CE providers during the period the standards are utilized by COPE.

6. The Executive Director requested ratification of a temporary waiver to fictitious name application fees for good cause during the transition to the new requirements. She also asked for guidance regarding the Board's role in responding to state or national emergencies, and the Board determined that it should act as an information resource rather than a policy making body. Motion by Dr. Austin, seconded by Dr. Smith to approve the waiver through May 30, 2020, and the role of the Board in emergencies. Unanimous passage.

Staff presented its impressions regarding working remotely and the strengths and weaknesses of our office systems, and asked board members to bring to the next meeting any items to be addressed as goals for the next fiscal year, including budgeting.

7. Staff announced dates for the final board meeting of this year and proposed dates for next fiscal year. The dates appeared to be fine for all board members, and the schedule was finalized. FY21 meetings will be held on August 11, October 13 and December 15, 2020, February 9, April 13 and June 8, 2021.

8. No public comment was offered.

9. Motion to adjourn at 12:55 pm by Dr. Smith, Seconded by Dr. Austin, unanimous. Dr. Young adjourned the meeting.

Approved by majority vote on October 13, 2020

_____

Caren C. Jenkins, Executive Director

NEVADA STATE BOARD OF OPTOMETRY

MINUTES of the telephonic Board Meeting
Tuesday, August 11, 2020, at 12 Noon

1. Call to Order, President Chen Young, O.D. opened the meeting at 12:02 p.m. and asked for public comment. None was offered.

2. Roll Call Board members, President Chen Young, O.D., Vice President Mariah Smith, O.D., Jeff Austin, O.D., and Drew Johnson, were all in attendance. Also present were Executive Director Caren C. Jenkins, Board Counsel Asheesh Bhalla, Esq., and Licensing Specialist Nancy Padilla.

3. Minutes. Draft Meeting minutes for May 19, 2020 were not available. This agenda item was tabled.

4. Executive Director Reports, The Executive Director reported experiences in implementing statutory and regulatory changes for the 2020-2021 fiscal year, CoVid-19's challenges in the staff's working environment, completing the Board office's move, and that most of the costs of the move were covered by the return of the $1000.00 insurance deductible and the property owner's $3000.00 reimbursement for certain expenses such as network cabling, window coverings, utility hook-ups and others.

The Executive Director also reported Nevada Optometric Association will be presenting a virtual Continuing Education program on August 12, 2020 titled "Nevada Optometry Laws in Plain English." Executive Director Jenkins will be the sole speaker. Over 400 individuals already have registered to.

The Executive Director also reported having received numerous recent complaints regarding patient concerns of optometrist compliance with CoVid-related mask and sanitation issues. She has been referring these complaints to the County Health Departments.

The Executive Director reported that a sum equal to the budgeted approved expenditures for the current fiscal year has been deposited into Board's operating account with Bank of America. Operating expenses are paid from that account. Revenues are being deposited into the City National Bank account.

5. ***For Possible Action** Election of Board President and Vice-President. Dr. Smith nominated Dr. Young to serve again as President. Dr. Austin Seconded the nomination of Dr. Young as President. Dr. Young accepted the nomination. No other nominations were made. Dr. Smith was nominated by Dr. Austin to continue as Board Vice President for 2020-21. Dr. Young Seconded the motion. Dr. Smith accepted the nomination. No other nominations were made. Both motions carried in favor unanimously.

6. ***For Possible Action** Discussion and potential adoption of Optometry Board direction and goals. Dr. Young complimented the Executive Director, Caren Jenkins for her diligence and success generally and especially for helping the Board to achieve its goals with the adoption of AB77 and revision of the regulations. Dr. Young then asked each Board member to present long- and short-term ideas for the agency and Executive Director to focus on in the future.

Dr. Smith:
- posting of meeting minutes and posting of orders of discipline promptly to avoid the problems experienced by the Dental Board. Board Counsel Asheesh Bhalla indicated that meeting minutes should be posted within 30 days of the meeting.
- making renewals more seamless
- continuing to review inappropriate prescribing by optometrists.
- move into more of an enforcement rather than education role after the CE presentation of new Nevada laws.
- reduction in the 2-year renewal fees considering that it should cost less to process renewals biennially.

Dr. Austin:
- offer a CE on a regular basis (maybe every 6 months).
- analyze Complaints received to identify any patterns.
- provide good public access for complaints, such as allowing "older people" to submit an oral complaint.
- add definition of Optometrist, Ophthalmologist and Optician roles with links to their appropriate Boards on our website
- improve our Board mission statement.
- review our laws one year before each Legislative session for needed changes or additions.
- review renewal fees and budget to consider possible fee reduction.

Mr. Johnson:
- possible reduction of licensing fees
- assure that our Board acts in the best interest of public health, ensuring optometry does not become a cartel in the state.
- identify and mandate 2-year eyeglass prescriptions for patients aged 18-65 unless a medical reason supports a shorter expiration date. Other members suggested different age ranges in discussion.

Dr. Young:
- investigate telehealth for future guidelines.
- review options if the state Boards consolidate under one umbrella
- send an automatic email receipt as a confirmation of submittal for applications, complaints, or contact requests.
- take action to enforce optometry statutes
-review all optometric practices to ensure ownership is by optometrists only.

7. Announcements. *For Possible Action Drew Johnson asked whether the December 15, 2020 meeting could be moved to a different date. No new date was decided upon. Staff was directed to cancel the meeting and poll the members for a convenient substitute date.

8. Public Comment. No public was present to offer comment.

9. Adjournment. Motion to adjourn at 1:02 p.m. by Dr. Smith, seconded by Dr. Austin, passed unanimously. Dr. Young adjourned the meeting.

* * * * *

These minutes were considered and approved by majority vote at the Nevada State Board of Optometry meeting on October 13, 2020.

_____
Caren C. Jenkins, Executive Director

Materials for Agenda Item No. 4

BOARD POLICIES

NEVADA STATE BOARD OF OPTOMETRY

CHEN K. YOUNG, O.D.
Board President

MARIAH L. SMITH, O.D.
Board Vice-President

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Board Member

DREW JOHNSON
Public Board Member

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

Board Policies

as of October 13, 2020

The Nevada State Board of Optometry adopted these policies to assist in the consistent enforcement of Nevada's statutes and regulations applicable to the practice of optometry, and to facilitate the Board's work to complete its authorized functions under the law. These policies do not replace the optometry statutes and regulations (NRS & NAC Chapters 636 and others), and where they conflict, the statutes and regulations shall take precedence.

Policy Number 1 – Correspondence
Official correspondence with the Board may be submitted through the Board's website, mailed to the Executive Director at Post Office Box 1824, Carson City, Nevada 89702, emailed to admin@nvoptometry.com or transmitted via fax to 775-305-0105. Communication by any of these means is acceptable for official Board correspondence.

Policy Number 2 – Change in Location of Practice
NRS 636.370 and this policy require each licensed optometrist to notify the Board of the place of his or her practice, or any change or addition of a location of his or her practice, in writing before the practice location becomes active. Change of address/location forms and additional practice location forms are available at https://nvoptometry.org.

Policy Number 3 – Applications for Licensure
An Application for Licensure as an optometrist in the State of Nevada, whether for a recent graduate or license by endorsement, may be completed online or downloaded from the Board's website, https://nvoptometry.org. The applicant must submit the proper application, a passport-sized photo and the fee to the Board. A recent graduate applicant

also must request the release of his or her NBEO scores to the Board, and delivery of transcripts from undergraduate and optometry schools. If an applicant is or has been licensed in any other jurisdiction, he or she must arrange for either a current verification or Letter of Good Standing to be provided from each such jurisdiction. Additionally, all applicants must take and pass Nevada's Online State Law Exam (OSLE), which may be administered at the Board's office in person, or is administered online via the NBEO website at https://optometry.org.

Within 30 days of the Board's receipt of notice that the applicant passed the OSLE with a minimum score of 75%, and all other required forms, fees and documentation in support of the application, the Executive Director will reject or approve the application and provide notice to the applicant. These policies apply both to recent graduates and applicants for licenses by endorsement.

Upon receipt of notice of approval of his or her application for licensure, and before practicing optometry in the state, the applicant must identify his or her initial practice location to the Board.

Policy Number 4 – License Renewal

Pursuant to NRS 636.250, a licensee (active or inactive) must renew his or her license by the last day of February of each even-numbered year. License renewal requires Board receipt of a completed renewal application, 2-year license fees, and proof of completion of all required Continuing Education (see Policy No. 5).

For renewal by mail to be timely, the renewal application, fees and evidence of completion of appropriate required CE units must be postmarked before March 1. Electronic renewal is effective upon submission of the application, all required information and fees via the Board website. The renewing license bears sole responsibility to confirm timely Board receipt of any or all renewal materials. Renewal materials may be submitted online at https://nvoptometry.org or by US mail.

On March 1 of even-numbered years, any non-renewed licensee's ability to practice optometry in Nevada will be suspended. A license may be relieved from suspension by submitting the required renewal materials and fees to the Board on or before June 30 and paying a penalty of $500.00 as authorized by NRS 636.285. As of July 1, the license to practice and any certificates held by a non-renewed licensee will expire. Should an expired licensee wish to practice again in Nevada, he or she must submit an application and all documentation and fees required of a new licensee.

Policy Number 5 – Continuing Education

NRS 636.260 requires submission of satisfactory evidence that, within the 24-month period immediately preceding license renewal, the licensee has completed the required number of hours of continuing education approved by the Board. The 2-year total of continuing education required **for general licensees** is **40 hours**, of which up to 5 hours may be optometric office administration or practice management.

A licensee who holds an Optometric Pharmaceutical Agents Certificate (OPAC) must submit proof of **50 CE** hours each 2-year renewal period. **Of the 50 hours, not fewer than 30 CE hours must relate to the diagnosis or treatment of conditions of the eye or prescribing optometric pharmaceutical agents**. Up to 10 hours may be related to office administration or practice management.

If a licensee who is OPAC certified holds a current Nevada Controlled Substances number, then not fewer than **2 of the minimum of 30 OPAC CE** hours must be related to prescribing opioids, addiction, substance abuse and/or pain management. The opioid

CE requirement may be satisfied by a pre-approved CE provider or a Category 1 Continuing Medical Education (CME) course. General CE or CME coursework in the required subjects will be accepted; however, when available, the Board prefers courses be related to prescribing related to conditions of the eye.

Any of the CE hours may be by live attendance, by Internet, correspondence or video. Licensees submitting CE taken by **any method other than real-time interactive instruction must submit proof of completion of the course and obtain a grade of 70% or higher on the course exam.**

The Board recognizes time in 0.25-hour increments using the 1/4 hour nearest the actual teaching time, with the exception that 50-minute lectures count as one hour in accord with academic tradition.

Proof of completed CE will be accepted as certificates of completion affirmed by the provider, listing on an ARBO CE Summary Form, or other competent evidence that the licensee was present and engaged when the course was provided. Certification must be by **stamp or signature**. Proof of payment or registration for a conference at which CE was available will not be accepted as such proof.

CE PROVIDERS

The Board reviews providers periodically to verify adherence to established standards and hours for reporting. The Board has established two categories of acceptable and approved continuing education: A. Pre-Approved Providers, and B. Other Providers.

A. PRE-APPROVED PROVIDERS

This category requires the licensee to submit a signed or verified Continuing Education Attendance form or an ARBO summary through which attendance is certified. Evidence of attendance can be by stamp or signature.

1. Educational Institutions

– All schools and colleges of optometry or ophthalmology, but not their affiliates. (For example, alumni associations are affiliates and are not pre-approved providers).

2. State, Regional or National Associations:

– Any state, regional or national ophthalmologic or optometric society or association
– American Optometric Association and its member state associations
– Armed Forces Optometric Association
– Optometric Society of the District of Columbia
– North Central States Optometric Council
– Southern Council of Optometrists
– Southern Council of Optometry
– Great Western Council of Optometry (GWCO)

3. U.S. Government:

– Veterans Administration
– Academy of Health Sciences, USA
– Air National Guard Optometric Society
– Brooke Army Medical Center
– Dept. of the Army–Ofc. of the Surgeon General, 18th Medical Command, 2291st U.S.A.H. [Reserve]
– Ireland Army Community Hospital Optometry Section
– Naval Medical Command–Southwest Region–Naval Hospital
– School of Health Care Sciences, USAF, Sheppard AFB, TX
– Department of Biomedical Sciences MSDB
– Tri Service Optometric Society–Naval Medical Clinic, Barbar's Point Naval Air Station

4. OEPF:

- Optometric Extension Program Foundation, Inc.
- Eastern State Optometric Congress
- Great Lakes Optometric Congress
- Heart of American Optometric Congress
- The Invitational Skeffington Symposium
- Mid-American Vision Conference
- Mountain States Congress of Optometry
- New Jersey Optometric Extension Program
- Northeast Congress of Optometry
- Northwest Congress of Optometry
- Northeast Vision Conference
- Reading Advanced Behavioral Vision Seminar
- Rosario Seminar
- San Jose Vision Therapy Conference
- Southwest California Behavioral Vision Seminar
- Southern California Vision Forum
- Summerville Behavioral Seminars
- Sun Valley Behavioral Vision Seminar

5. Special:

- American Academy of Optometry
- National Eye Research Foundation
- Northern Rockies Optometric Conf.
- Council on Practitioner Educ. of the IAB
- College of Optometry and Vision Development [COVD]

6. ANY COPE-APPROVED COURSE (Council on Optometric Practitioner Education).

- **OTHER PROVIDERS**
  Other CE may be approved on an individual basis. Providers or Licensees may request consideration by providing a course syllabus or program, reference materials and the presenter's curriculum vitae for CV for approval as acceptable CE. The Board will grant or decline the request within 30 days of receiving the required materials.

Policy Number 6 – Continuing Education Submission

A licensee shall not report or submit his or her continuing education information to the Board until the licensee has proof of sufficient hours to fulfill the total requirements for the renewal period.

Policy Number 7 – Accredited Colleges of Optometry

Pursuant to NRS 636.135, only certain schools and colleges of optometry are accredited by the Nevada Board of Optometry. The Board currently accepts only applicants for licensure who hold a degree from a college of optometry accredited by the Accreditation Council on Optometric Education (ACOE) or its successor.

Policy Number 8 –Verifications of Licenses

A request for verification of a license, historic licensure information or documentation of discipline which requires a Board response must be made in writing and may require payment of a fee. The Board will make available on its website, and will regularly update, a list of current licensed optometrists, their initial license date and current expiration date, license number, status, certifications, and discipline. This web-based verification is considered

Primary Source Verification and is available without cost via the Internet. If a licensee's information shows that discipline was imposed a Public Records request should be submitted, and the relevant materials likely will be provided electronically at no cost to the requesting party.

Policy Number 9 – Use of Fictitious Names

An optometrist who owns all or a portion of a right to practice optometry under or use a fictitious name (other than the professional corporation of an individual licensee, such as Jane Doe, OD, P.C.) shall register the name with the Board by submitting an application for registration identifying all owners of the name, the location of its use, evidence of a current and valid registration of the name with the appropriate State or local agency, and a one-time fee. Any change in the ownership of the fictitious name or its use in another or additional location requires submission of a fictitious name registration request form, supporting documents and fee.

Policy Number 10 – Contact with Members of the Board

Licensees should refrain from contacting members appointed to the State Board of Optometry at their homes or offices regarding Board matters and operations and should instead contact the Executive Director. Board members should be contacted directly only when a person wishes to shield his or her identity from the staff for good cause, or the issue involves the conduct of the Executive Director.

Policy Number 11 - Patient Records

The Board highly recommends that each licensed and practicing Nevada optometrist, and particularly an optometrist who practices alone, creates and executes a written plan for a qualified person or covered entity to secure the optometrist's patient records in the event of his or her sudden or unexpected incapacity or death. An optometrist with a records succession plan may submit a copy of the agreement bearing the optometrist's and the designated party's signatures for inclusion in the licensee's file.

* * * *

Materials for Agenda Item

No. 5

REQUEST FOR DECL. ORDER BY LICENSEE

From: Greg Evans
To: Caren Jenkins
Subject: Request for government agency determination for QTCM and VES providers
Date: Wednesday, September 9, 2020 7:56:03 PM

Nevada State Board of Optometry

P.O. Box 1824

Carson City NV 89702

September 8, 2020

re: request for determination by the Board of Optometry

I am writing to request a "government agency" classification/determination on behalf of myself and other QTCM and Veterans Evaluation Services providers.

These two employers are contracted with the Veterans Benefits Association which is tasked under federal law to provid aujudication of disability claims by service members.

Both QTCM and Veterans Evaluation Services are national contractors and provide services to members in all 50 states. They not only provide eye related assessment but also do so for all medical specialties.

I would like to bring the boards attention to the "information" page for providers on QTCM.com website, on there you will see "no treatment". This is true for eye care providers as well as other providers. Our role in this vital task is to provide an independent assessment of a claimants condition in order to allow the adjudication process to be fair and complete. The records do not below to the provider they belong to the claimants medical records which are maintained by the VA. The claimant has access to these records but the examiner once the they are submitted does not.

https://www.qtcm.com/providers/

I have on previous correspondence forwarded a copy of the exam details required for each claimant. For the record claimants are sent to a local provider that has completed certification and training with these respective agencies. However, sometimes a local provider is not available. This is not uncommon for many reasons as the training (and recertification process) is somewhat laborious, in each case medical records have to be reviewed (typically 800-6,000 pages) and sourced in the opinion given. My personal experience is vision related cases required a time commitment of 1.25-1.75 hours for each claim.

QTC's Website – excerpts related to Greg Evans, OD

- Provider Benefits
- FAQs
- Mobile Medical Clinic
- Current Opportunities
- Join Our Network
- Log In

Relationship Building Is Our Top Priority.

For more than 35 years we have been performing medical examinations to our nation's heroes and workforce. Our goal is to build strong partnerships with our network of providers that support and enhance QTC's commitment to quality, timeliness, and customer service.

BENEFITS OF BENEFITS OF BEING A QTC PROVIDER:

Patriotic contributio n

Supplementa l income

Greater flexibility

No treatment

Multi-state practice **Our clinic / Your clinic** **Low legal risk**

Let's Work Together.

Our demand is high for qualified independent and staff examiners, which is why we want to hear from you.

WE OFFER:

- **Approximately 90 QTC-owned clinic locations through the United States**
- **A flexible work schedule, either in our clinics or your private practice**
- **QTC support staff includes:**
  - **Medical Assistants**
  - **Office Managers**
  - **Lab Technicians**

WE'RE ALWAYS LOOKING FOR:

- **Audiology (AUD)**
- **Dentistry (DDS)**
- **Dermatology (DER)**
- **Family Practice (FAM)**
- **General Medicine (GEN)**
- **Internal Medicine (INT)**

- Neurology (NEU)
- Occupational Medicine (OCC)
- Ophthalmology (OPH)
- Optometry (OPT)
- Orthopedics (ORT)
- Otolaryngology (OTO)
- Pediatrics (PED)
- Physical Medicine & Rehabilitation (PMR)
- Psychiatry (PSY)
- Psychology (PSC)
- Cardiology (CAR)

Frequently Asked Questions

How flexible is your scheduling?

How many appointments are scheduled in a day? Week? Month?

What days are your clinics open?

What types of individuals will I be evaluating?

Do I rate the disability for each person I evaluate?

Can I treat or prescribe medication to a QTC examinee?

The nature of the examinations you perform through QTC does not permit treatment nor prescribing of medication. However, in the event of a life-threatening emergency, you are entrusted to seek

help and perform any necessary procedures to sustain the patient's life.

Do I have to write or dictate a report?

What are the report requirements?

Why does the client ask me to make clarifications on the report I submit?

When will I get paid?

Who works with QTC?

What specialties do you contract?

What are QTC's credential requirements?

A current, active, unrestricted license in the state of practice with no disciplinary action. You are required to maintain good standing throughout the duration of the contract and to ensure compliance; we perform periodic credential checks.

Join Our Network

Complete the below form and select the city and state for the opportunity you are interested in.

Search current opportunities (click here)

°Specialty

- ☐ ALLERGY 0
- ☐ AUDIOLOGY 0
- ☐ CARDIOLOGY 0
- ☐ DENTAL 0
- ☐ DERMATOLOGY 0
- ☐ DIAGNOSTICS 0
- ☐ ENDOCRINOLOGY 0
- ☐ GASTROENTEROLOGY 0
- ☐ GENERAL MEDICINE 0
- ☐ INFECTIOUS DISEASE 0
- ☐ INTERNAL MEDICINE 0
- ☐ NEPHROLOGY 0
- ☐ NEUROLOGICAL SURGERY 0
- ☐ NEUROLOGY 0
- ☐ OCCUPATIONAL MEDICINE 0

- [ ] ONCOLOGY 0
- [ ] OPHTHALMOLOGY/OPTOMETRY 11
- [ ] ORTHOPEDIC 0
- [ ] OTOLARYNGOLOGY 0

Nearby City	Nearby State	Specialty
FERNLEY	NV	OPHTHALMOLOGY/OPTOMETRY
RENO	NV	OPHTHALMOLOGY/OPTOMETRY
WINNEMUCCA	NV	OPHTHALMOLOGY/OPTOMETRY
RENO	NV	OPHTHALMOLOGY/OPTOMETRY
ELKO	NV	OPHTHALMOLOGY/OPTOMETRY
SPARKS	NV	OPHTHALMOLOGY/OPTOMETRY
RENO	NV	OPHTHALMOLOGY/OPTOMETRY
ELKO	NV	OPHTHALMOLOGY/OPTOMETRY
FALLON	NV	OPHTHALMOLOGY/OPTOMETRY
SPARKS	NV	OPHTHALMOLOGY/OPTOMETRY
SPARKS	NV	OPHTHALMOLOGY/OPTOMETRY

QTC Contact Form is under maintenance

We welcome your comments, suggestions, or questions and have provided this function for your convenience. We ask that you refrain from sharing any sensitive information.

✓ Full name✓ Phone✓ Message

Materials for Agenda Item

No. 6

PROPOSED OSLE CONTRACT

ONLINE STATE LAW EXAM SERVICES AGREEMENT

This Online State Law Exam Services Agreement (this "**Agreement**") is effective as of September 25, 2020 (the "**Effective Date**") by and between National Board of Examiners in Optometry, Inc., a Maryland nonprofit corporation ("**NBEO**"), and Nevada State Board of Optometry, a Nevada Government (the "**Agency**," and together with NBEO the "**Parties**" and each a "**Party**").

1. **Purpose of Agreement**. The purpose of this Agreement is to set forth the terms and conditions by which NBEO will facilitate and administer the Agency's Online State Law Exam ("**OSLE®**" or "**the examination**").

2. **Term of Agreement**. This Agreement will remain in effect unless terminated by either Party with sixty (60) days' written notice. Either Party may terminate this Agreement immediately if the other Party materially breaches the terms of this Agreement.

3. **Responsibilities of NBEO**. NBEO agrees to:

   A. Administer and score the examination on behalf of the Agency using the Agency's passing rate of 75% percent; and

   B. Report completed examination scores to the Agency.

4. **Responsibilities of Agency**. The Agency agrees to:

   A. Provide all examination content, including any revised examination questions as necessary, and a key to correct answers;

   B. Assume sole responsibility for any complaints or claims of any candidate related to the Agency's OSLE®; and

   C. Comply with all applicable federal, state, and local laws and regulations in the performance of this Agreement

5. **General Provisions**.

   A. Intellectual Property Rights; Ownership. The Agency is, and will remain, the sole and exclusive owner of all right, title and interest in and to the content of the Agency's OSLE®, including all intellectual property rights in such OSLE®. The Agency grants NBEO an exclusive license to use all intellectual property rights required to administer the OSLE® during the term of this Agreement.

   B. Ownership and Destruction of Documents and Information. Agency owns all documents comprising the content of the OSLE®, and all reports produced by the NBEO in the performance of this Agreement. Upon termination of this Agreement, for any reason, NBEO agrees to return all such original and derivative information and documents to the Agency in a useable format. Upon Agency's request, NBEO agrees to physically and electronically destroy any residual Agency-owned data,

regardless of format, and any other storage media or areas containing such information. If requested, NBEO agrees to provide written notice to Agency confirming the destruction of any such residual Agency-owned data. Any Agency-owned data that is retained by NBEO will remain subject to all confidentiality obligations under this Agreement.

C. **Confidentiality of Information.** From time to time during the term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Agreement; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party will: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it will, prior to making such disclosure, use commercially reasonable efforts to notify the Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy. The obligations of each Party under this Section 6.C will survive termination of this Agreement.

D. **Limitation of Liability**. In no event will NBEO be liable to the Agency or any third party for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise. Further, in no event will NBEO's aggregate liability arising out of or related to this Agreement exceed the aggregate amounts paid or payable to NBEO by candidates who take the Agency's OSLE® in the three (3) month period preceding the event giving rise to the claim.

E. **Entire Agreement; Amendment; Waiver.** This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and communications between the Parties related to the subject matter, and may be modified or amended only in a writing signed by duly authorized

representatives of both Parties. Failure to insist upon strict compliance with any provision of this Agreement will not be deemed a waiver of such provision or any other provision of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

F. Governing Law; Venue. This Agreement is governed by the laws of the State of North Carolina, without regard to its conflict of law provisions. Each Party agrees to submit any claim or dispute under this Agreement exclusively to a state or federal court located in Charlotte, North Carolina, and each Party irrevocably agrees to submit to the sole jurisdiction of such courts and to waive any claims that such courts constitute an improper venue.

G. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

H. Force Majeure. Neither Party will be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming Party ("**Force Majeure Events**"). Such Force Majeure Events may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the Party failing to perform promptly notifies the other Party of the extent and nature of the Force Majeure Event, limits delay in performance to that required by such event, and takes all reasonable steps to minimize delays. NBEO will be deemed to have provided the required notice for the purposes of this provision upon posting a general description of the Force Majeure Event on its website or upon providing the required notice to the Association of Regulatory Boards of Optometry, Inc.

I. Independent Contractor. The execution of this Agreement does not create any agency, partnership, joint venture, association or any other relationship between the Parties other than as independent contracting parties. Nothing in this Agreement will be interpreted as authorizing NBEO or its agents or employees to act as an agent or representative for or on behalf of the Agency or to incur any obligation of any kind on behalf of the Agency.

J. Notices. All notices or other communications required or permitted to be given or made under this Agreement must be in writing and signed by the Party giving the same and are deemed given or made (a) three business days after being mailed by certified or registered mail, postage prepaid, (b) when hand delivered or (c) one day after being sent by overnight delivery service, in each case to the address of such Party as set forth on the signature page to this Agreement or to any other address of which prior written notice has been given.

K. Third-Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement will not be construed to create such status. The rights, duties, and obligations contained in this Agreement will operate only between the Parties to this Agreement and will inure solely to the benefit of the Parties.

L. Titles Not Controlling. Titles of sections and subsections are for reference only and will not be used to construe the language in this Agreement.

M. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together 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 will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

The Parties have executed this Agreement as of the Effective Date.

AGENCY:
Nevada State Board of Optometry

_____
Caren C. Jenkins for Board President Chen K. Young, OD

Notice Address:

Nevada State Board of Optometry
PO Box 1824
Carson City, NV 89702
775-883-8367 www.nvoptometry.org

NBEO:
National Board of Examiners in Optometry, Inc.

_____ Jill
Bryant, O.D., F.A.A.O., F.S.L.S., Executive Director

Notice Address:

National Board of Examiners in Optometry, Inc.
200 S. College Street, #2010
Charlotte, NC 28202
Attention: Jill Bryant, O.D., F.A.A.O., F.S.L.S.

Materials for Agenda Item

No. 7

Informal Poll Responses
August 12, 2020

Poll Questions AUGUST 12, 2020 ASKED OF CE PARTICIPANTS AT "NV OPTOMETRY LAWS IN PLAIN ENGLISH"	Majority Answer	Minority Answer
Have you considered applying for appointment to the Board?	Yes 24	No 105
Is the Nevada State Board of Optometry effective as a professional licensing entity?	Yes 120	IDK 9
The Optometry laws have changed significantly of late. But what other changes need to be made?	See chat	IDK 93
I believe the public has sufficient access to information from the Board	Yes 127	No 4
I find the website enhances access to the requirements of my license and makes my compliance with the laws easy	Yes 104	No 27
I have clear access to information and submission of required materials	Yes 106	No 25
My questions are responded to satisfactorily when posed	Yes 122	No 9
Should the Board initiate complaints, actively investigate licensees and enforce laws?	Yes 111	No 22
Should the Board respond and investigate only when a complaint is filed?	Yes 92	No 41
Should the Board focus on licensing optometrists based on qualifications?	Yes 129	No 4