

NEVADA STATE BOARD OF OPTOMETRY



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Additional Materials for July 31, 2024 Workshop

- Excerpt from California Business and Professions Code Section 655
- NOA Submission of Talking Points for NSBO Workshop
- NOA Examples for Submission for NSBO Workshop
- NOA Formal Request for change to R066-19(12)

State of California

BUSINESS AND PROFESSIONS CODE

Section 655

655. (a) For the purposes of this section, the following terms have the following meanings:

(1) “Health plan” means a health care service plan licensed pursuant to the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code).

(2) “Optical company” means a person or entity that is engaged in the manufacture, sale, or distribution to physicians and surgeons, optometrists, health plans, or dispensing opticians of lenses, frames, optical supplies, or optometric appliances or devices or kindred products.

(3) “Optometrist” means a person licensed pursuant to Chapter 7 (commencing with Section 3000) or an optometric corporation, as described in Section 3160.

(4) “Physician and surgeon” means a person licensed by the Medical Board of California or the Osteopathic Medical Board of California under Chapter 5 (commencing with Section 2000) or a medical corporation that is authorized to render professional services, as defined in Section 13401 of the Corporations Code.

(5) “Registered dispensing optician” means a person or entity licensed pursuant to Chapter 5.5 (commencing with Section 2550).

(6) “Therapeutic ophthalmic product” means lenses or other products that provide direct treatment of eye disease or visual rehabilitation for diseased eyes.

(b) No optometrist may have any membership, proprietary interest, coownership, or any profit-sharing arrangement, either by stock ownership, interlocking directors, trusteeship, mortgage, or trust deed, with any registered dispensing optician or any optical company, except as otherwise permitted under this section.

(c) (1) A registered dispensing optician or an optical company may operate, own, or have an ownership interest in a health plan so long as the health plan does not directly employ optometrists to provide optometric services directly to enrollees of the health plan, and may directly or indirectly provide products and services to the health plan or its contracted providers or enrollees or to other optometrists. For purposes of this section, an optometrist may be employed by a health plan as a clinical director for the health plan pursuant to Section 1367.01 of the Health and Safety Code or to perform services related to utilization management or quality assurance or other similar related services that do not require the optometrist to directly provide health care services to enrollees. In addition, an optometrist serving as a clinical director may not employ optometrists to provide health care services to enrollees of the health plan for which the optometrist is serving as clinical director. For the purposes of this section, the health plan’s utilization management and quality assurance programs that

are consistent with the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code) do not constitute providing health care services to enrollees.

(2) The registered dispensing optician or optical company shall not interfere with the professional judgment of the optometrist.

(3) The Department of Managed Health Care shall forward to the California State Board of Optometry any complaints received from consumers that allege that an optometrist violated the Optometry Practice Act (Chapter 7 (commencing with Section 3000)). The Department of Managed Health Care and the California State Board of Optometry shall enter into an Inter-Agency Agreement regarding the sharing of information related to the services provided by an optometrist that may be in violation of the Optometry Practice Act that the Department of Managed Health Care encounters in the course of the administration of the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code).

(d) An optometrist, a registered dispensing optician, a physician and surgeon, an optical company, or a health plan may execute a lease, sublease, or other written agreement with an optometrist, if all of the following conditions are contained in a written agreement establishing the landlord-tenant relationship:

(1) (A) The practice shall be owned by the optometrist and in every phase be under the optometrist's exclusive control, including the selection and supervision of optometric staff, the scheduling of patients, the amount of time the optometrist spends with patients, fees charged for optometric products and services, the examination procedures and treatment provided to patients, and the optometrist's contracting with managed care organizations.

(B) Subparagraph (A) shall not preclude a lease from including commercially reasonable terms that: (i) require the provision of optometric services at the leased space during certain days and hours, (ii) restrict the leased space from being used for the sale or offer for sale of spectacles, frames, lenses, contact lenses, or other ophthalmic products, except that the optometrist shall be permitted to sell therapeutic ophthalmic products if the registered dispensing optician, physician and surgeon, health plan, or optical company located on or adjacent to the optometrist's leased space does not offer any substantially similar therapeutic ophthalmic products for sale, (iii) require the optometrist to contract with a health plan network, health plan, or health insurer, or (iv) permit the landlord to directly or indirectly provide furnishings and equipment in the leased space.

(2) The optometrist's records shall be the sole property of the optometrist. Only the optometrist and those persons with written authorization from the optometrist shall have access to the patient records and the examination room, except as otherwise provided by law.

(3) The optometrist's leased space shall be definite and distinct from space occupied by other occupants of the premises, have a sign designating that the leased space is occupied by an independent optometrist or optometrists and be accessible to the optometrist after hours or in the case of an emergency, subject to the facility's general

accessibility. This paragraph shall not require a separate entrance to the optometrist's leased space.

(4) All signs and displays shall be separate and distinct from that of the other occupants and shall have the optometrist's name and the word "optometrist" prominently displayed in connection therewith. This paragraph shall not prohibit the optometrist from advertising the optometrist's practice location with reference to other occupants or prohibit the optometrist or registered dispensing optician from advertising their participation in any health plan's network or the health plan's products in which the optometrist or registered dispensing optician participates.

(5) There shall be no signs displayed on any part of the premises or in any advertising indicating that the optometrist is employed or controlled by the registered dispensing optician, health plan, or optical company.

(6) Except for a statement that an independent doctor of optometry is located in the leased space, in-store pricing signs and as otherwise permitted by this subdivision, the registered dispensing optician or optical company shall not link its advertising with the optometrist's name, practice, or fees.

(7) Notwithstanding paragraphs (4) and (6), this subdivision shall not preclude a health plan from advertising its health plan products and associated premium costs and any copayments, coinsurance, deductibles, or other forms of cost sharing, or the names and locations of the health plan's providers, including any optometrists or registered dispensing opticians that provide professional services, in compliance with the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code).

(8) A health plan that advertises its products and services in accordance with paragraph (7) shall not advertise the optometrist's fees for products and services that are not included in the health plan's contract with the optometrist.

(9) The optometrist shall not be precluded from collecting fees for services that are not included in a health plan's products and services, subject to any patient disclosure requirements contained in the health plan's provider agreement with the optometrist or that are not otherwise prohibited by the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code).

(10) The term of the lease shall be no less than one year and shall not require the optometrist to contract exclusively with a health plan. The optometrist may terminate the lease according to the terms of the lease. The landlord may terminate the lease for the following reasons:

(A) The optometrist's failure to maintain a license to practice optometry or the imposition of restrictions, suspension or revocation of the optometrist's license, or if the optometrist or the optometrist's employee is or becomes ineligible to participate in state or federal government-funded programs.

(B) Termination of any underlying lease where the optometrist has subleased space, or the optometrist's failure to comply with the underlying lease provisions that are made applicable to the optometrist.

(C) If the health plan is the landlord, the termination of the provider agreement between the health plan and the optometrist, in accordance with the Knox-Keene Health Care Service Plan Act of 1975 (Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code).

(D) Other reasons pursuant to the terms of the lease or permitted under the Civil Code.

(11) The landlord shall act in good faith in terminating the lease and in no case shall the landlord terminate the lease for reasons that constitute interference with the practice of optometry.

(12) Lease or rent terms and payments shall not be based on number of eye exams performed, prescriptions written, patient referrals, or the sale or promotion of the products of a registered dispensing optician or an optical company.

(13) The landlord shall not terminate the lease solely because of a report, complaint, or allegation filed by the optometrist against the landlord, a registered dispensing optician, or a health plan, to the California State Board of Optometry or the Department of Managed Health Care or any law enforcement or regulatory agency.

(14) The landlord shall provide the optometrist with written notice of the scheduled expiration date of a lease at least 60 days prior to the scheduled expiration date. This notice obligation shall not affect the ability of either party to terminate the lease pursuant to this section. The landlord may not interfere with an outgoing optometrist's efforts to inform the optometrist's patients, in accordance with customary practice and professional obligations, of the relocation of the optometrist's practice.

(15) The California State Board of Optometry may inspect, upon request, an individual lease agreement pursuant to its investigational authority, and if such a request is made, the landlord or tenant, as applicable, shall promptly comply with the request. Failure or refusal to comply with the request for lease agreements within 30 days of receiving the request constitutes unprofessional conduct and is grounds for disciplinary action by the appropriate regulatory agency. This section shall not affect the Department of Managed Health Care's authority to inspect all books and records of a health plan pursuant to Section 1381 of the Health and Safety Code.

Any financial information contained in the lease submitted to a regulatory entity, pursuant to this paragraph, shall be considered confidential trade secret information that is exempt from disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code).

(16) This subdivision shall not be applicable to the relationship between any optometrist employee and the employer medical group, or the relationship between a medical group exclusively contracted with a health plan regulated by the Department of Managed Health Care and that health plan.

(e) No registered dispensing optician may have any membership, proprietary interest, coownership, or profit-sharing arrangement either by stock ownership, interlocking directors, trusteeship, mortgage, or trust deed, with an optometrist, except as permitted under this section.

(f) Nothing in this section shall prohibit a person licensed under Chapter 5 (commencing with Section 2000) or its professional corporation from contracting

with or employing optometrists, ophthalmologists, or optometric assistants and entering into a contract or landlord-tenant relationship with a health plan, an optical company, or a registered dispensing optician, in accordance with Sections 650 and 654 of this code.

(g) Any violation of this section constitutes a misdemeanor as to such person licensed under Chapter 7 (commencing with Section 3000) of this division and as to any and all persons, whether or not so licensed under this division, who participate with such licensed person in a violation of any provision of this section.

(h) (1) Notwithstanding any other law and in addition to any action available to the California State Board of Optometry, the California State Board of Optometry may issue a citation containing an order of abatement, an order to pay an administrative fine, or both, to an optical company, an optometrist, or a registered dispensing optician for a violation of this section. The administrative fine shall not exceed fifty thousand dollars (\$50,000) per administrative action. Notwithstanding any other law and in addition to any action available to the Medical Board of California or the Osteopathic Medical Board of California, the Medical Board of California or the Osteopathic Medical Board of California may issue a citation containing an order of abatement, an order to pay an administrative fine, or both, to a physician and surgeon for a violation of this section. In assessing the amount of the fine, the board shall give due consideration to all of the following:

- (A) The gravity of the violation.
- (B) The good faith of the cited person or entity.
- (C) The history of previous violations of the same or similar nature.
- (D) Evidence that the violation was or was not willful.
- (E) The extent to which the cited person or entity has cooperated with the board's investigation.
- (F) The extent to which the cited person or entity has mitigated or attempted to mitigate any damage or injury caused by the violation.

(G) Any other factors as justice may require.

(2) A citation or fine assessment issued pursuant to a citation shall inform the cited person or entity that if a hearing is desired to contest the finding of a violation, that hearing shall be requested by written notice to the board within 30 days of the date of issuance of the citation or assessment. If a hearing is not requested pursuant to this section, payment of any fine shall not constitute an admission of the violation charged. Hearings shall be held pursuant to Chapter 5 (commencing with Section 11500) of Part 1 of Division 3 of Title 2 of the Government Code.

(3) The board shall adopt regulations to implement a system for the issuance of citations, administrative fines, and orders of abatement authorized by this section. The regulations shall include provisions for both of the following:

- (A) The issuance of a citation without an administrative fine.
- (B) The opportunity for a cited person or entity to have an informal conference with the executive officer of the board in addition to the hearing described in paragraph (2).

(4) The failure of a licensee to pay a fine within 30 days of the date of assessment, unless the citation is being appealed, may result in disciplinary action being taken by the board. Where a citation is not contested and a fine is not paid, the full amount of the assessed fine shall be added to the fee for renewal of the license. A license shall not be renewed without payment of the renewal fee and fine.

(5) Notwithstanding any other law, if a fine is paid to satisfy an assessment based on the finding of a violation, payment of the fine shall be represented as satisfactory resolution of the matter for purposes of public disclosure.

(i) Administrative fines collected pursuant to this section shall be deposited in the fund of the board that has issued the fine. It is the intent of the Legislature that moneys collected as fines and deposited in the fund be used by the board primarily for enforcement purposes.

(j) Any complaints against a physician and surgeon for violations of this section shall be referred to the physician and surgeon's licensing board.

(k) This section shall become operative on January 1, 2023.

(Amended (as added by Stats. 2021, Ch. 630, Sec. 11) by Stats. 2022, Ch. 28, Sec. 2. (SB 1380) Effective January 1, 2023.)

R066-19 Talking Points NSBO Workshop

Over the last few months, the NOA has reviewed the business activities of several private equity companies doing business in Nevada and has discovered some concerning items. The NOA now wishes to bring these concerns to the attention of the NSBO as it deliberates on the codification language contained in R066-19. The NOA further objects to any NSBO vote on this matter until the new public member of the NSBO is properly informed of the intricacies of this very complex situation.

The NOA also questions the recent decision to allow a Walmart Optical associate to schedule patients for the subleasing licensee when R066-19(12)(4)(b)(2) clearly states that such activity is not permitted.

- A. Agreements were made during an October 1, 2019, Stakeholders meeting surrounding a Bill draft designed to clarify the role of how non-licensees may interact with Nevada Optometric Licensees. The minutes of that meeting (previously provided to the NSBO for publication) show a motion and vote occurred to remove a section regulating relationships between private equity firms and Nevada licensees. It was approximately 42 months later disclosed that NSBO unilaterally agreed to significantly modify that language during the waning hours of the 2023 Nevada State Legislation Session. Members of the NOA have been led to believe NSBO possibly made that decision under duress being exerted by a private equity firm that had legal and financial interests in the language of AB-77 passed in 2021 but uncoded as of the 2023 Session.
- B. The NOA and other licensees believe the private equity's motive was to retroactively and proactively push language designed to obfuscate longstanding Nevada statutes, as well as provisions of NAC, in order to "retrofit" language that aligns with the private equity group's historic business activities. A March 15, 2023 Vision Monday article featured news of an \$80,000,000 capital infusion into Keplr from equity companies Imperial Capital (10100 Santa Monica Blvd, #2400 Santa

Monica, CA 90067) and Golub Capital (150 S. Wacker Drive 5th Floor Chicago, IL 60606). Pritchett's filing records show 2 issuances of stock in August and September of 2023. Based on Keplr's website representations, the NOA believes an investigation to determine if these 2 companies are "equity partners" or "debt partners" is warranted.

- C. Members of the optometric community have been made aware of another private equity firm in the state that has been using similar tactics and is currently facing NSBO complaints. The second firm's actions appear to have, among other things, disrupted patient care and placed several licensees at risk of disciplinary action by the NSBO.
- D. R066-19 conspicuously makes an important distinction between the organizational and financial independence requirements of a licensee/physician business relationship and those of a licensee/non-physician/non-licensee relationship. NSBO's unilateral decision to add language that specifically relieves the requirement for licensee/physician relationships to be independent has ignited a flurry of Nevada ophthalmologists to run ads that represent employment opportunities. Such ads are complete with excellent compensation and benefits packages that appear to be identical to any other employment ad. The NOA wishes to know what, if any, jurisdiction NSBO has over the regulation of physicians running employment ads targeting unwitting licensees contrary to NRS 636.373(5).
- E. A review of section R066-19 (12)(1)(b) states that a licensee may form a business association with a physician but is not required to maintain organizational and financial independence. The NOA wishes to point out that many Nevada ophthalmology practices have been purchased by private equity firms, and therefore, the licensee associated with such practices is technically in a business association relationship with a private equity firm and must, therefore, comply with subsection 3 of

R066-19 and maintain physical operational, and organizational separation if R066-19 is codified, as is.

- F. The NOA has included in this document:
- A. Receipt from a recent visit to a Clear Vision office for an eye examination.
 - B. Receipt from a recent visit to a Clear Vision office for the purchase of eyeglasses.
 - C. An example of a southern Nevada ophthalmology group's employment ad.
 - D. The NOA's proposed solution to the R066-19 changes revealed approximately 42 months after the October 1, 2019 stakeholders meeting.
- G. The healthcare industry and the federal government have identified several concerns relating to private equity firms' role in healthcare management.

An April 18, 2024, Wall Street Journal.com article entitled **States Aim to Combat Private-Equity Healthcare Takeovers** states, *"Statehouses across the country are enacting laws to curtail private-equity healthcare acquisitions, part of a political backlash against corporate consolidation in the medical sector." And "Some states are considering even tougher measures. A Minnesota bill introduced in February would ban private equity and real estate firms from buying healthcare companies in the state altogether. California lawmakers are weighing a bill to strengthen the state's merger-review rules and vet all private-equity and hedge-fund investments in healthcare."*

Jim Wood, the Democratic state assemblyman who wrote the California bill, wants to prevent investors from trying to monopolize health services providers. He said the state has seen examples of companies buying up and combining numerous medical businesses—a strategy private equity investors call a roll-up—to reduce competition and raise prices."

A recent informal poll of Clark County Optometry Offices found that prices for an annual examination range from \$119.00 to \$152.00. A patient who recently visited a Clear Vision office was charged \$170.00. The NOA believes this may indicate increased pricing @ offices involved with private equity.

A May 30, 2024, Wall Street Journal.com article entitled **You can thank Private Equity for that enormous doctor's bill** states that *"Private-equity investors have poured billions into healthcare but often game the system, hurting both doctors and patients."* And *"Years of dealmaking has led to sprawling hospital systems, vertically integrated health insurance companies, and highly concentrated private equity-owned practices resulting in diminished competition and even the closure of vital health facilities. As this three-part Heard on the Street series will show, the rich rewards and lax oversight ultimately create pain for both patients and the doctors who treat them. Belatedly, state and [federal regulators](#) and lawmakers [are zeroing in on consolidation](#), creating uncertainty for the investors who have long profited from the healthcare merger boom.*

A June 4, 2024, Wall Street Journal.com article entitled **Private Equity Puts Brakes on Healthcare Roll-Ups After Government Scrutiny** states, *"The Federal Trade Commission and Justice Department on May 23 began a formal inquiry to identify harmful effects of roll-ups in the U.S. economy. Other steps the antitrust enforcers have recently taken to curtail these types of deals include [launching an investigation](#) into healthcare profiteering, [writing new merger guidelines](#) to scrutinize more buyout roll-up deals, and [suing a buyout firm](#) for allegedly seeking to fix prices through a healthcare roll-up".* The article further states *"These two federal agencies "have been very vocal about their concerns with regard to private equity and private-equity roll-ups," said Tim Cornell, an antitrust partner at law firm Debevoise & Plimpton who advises firms on deals."* Finally, the article states, *"Biden administration regulators have for the past year sought to curtail healthcare roll-ups, arguing that they can lead to less competition, higher medical costs for patients, and lower quality of medical care."*

H. Organizational Concerns

- a. Dr. Christianson is the President, Secretary, Treasurer, and Director of Pritchett Eye Care, PC. The NOA believes an accounting of shareholders is in order to clarify actual ownership based on claims and representations displayed on Keplr's website.
- b. The Las Vegas/Henderson Clear Vision and Reno area Pritchett Eye Care Center websites do not distinguish between doctors and retailers. To the public, they appear to be under the same ownership. In-person visits to several Pritchett-owned eye care centers also revealed no separation between the doctor's office and the retail area.
- c. Keplr is registered with the Nevada Secretary of State as Foreign LLC, and Visioncare Partners Holdings Inc. is listed as a "Member" of Keplr and is based in Bloomington, Illinois, at the same address as Keplr itself. This was updated on 7/05/2024. The NOA believes an accounting of shareholders is in order to clarify ownership.
- d. According to a search of Nevada Secretary of State corporate filing records, Keplr formed on 8/18/2021. On 11/3/2021, less than 3 months after Keplr's formation, Pritchett issued shares of stock for the first time since its 2002 inception. Pritchett has issued shares of stock on 4 separate occasions since 2021.
- e. Keplr's national website directory, on a page titled "Our Practices" (photos obtained but not included here), shows a map with all northern and southern Nevada locations and leads the reader to believe Keplr owns the clinics.
- f. Keplr represents on its website that it owns Pritchett, Clear Vision, and Optical Effects Vision Center. However, city and county business records show Pritchett as the owner of each of these clinics. Meanwhile, Keplr has no city or county business licenses on record.

Therefore, there appears to be a discrepancy as to which entity owns what clinics.

- g. A search of fictitious names, Optical Effects Vision Center's "First Direct Name" is Pritchett Eye Care. The "First Indirect Name" is Optical Effects Vision Center. This leads the reader to believe that Optical Effects is owned by Pritchett and is DBA Optical Effects. Due to claims on Keplr's website that they own their clinics, the NOA believes an accounting of shareholders of Pritchett and Keplr is warranted, given representations made on Keplr's website.
- h. Keplr's website's recruiting page displays O.D. employment opportunities that offer full-time employment, complete with benefits. The NOA believes Keplr may be employing optometrists in Nevada, and the last-minute (political) threats made to NSBO were intended to change R066-19 to tacitly enable that to be permissible. **NRS 636.302**, which prohibits advertising in any manner that will tend to deceive, defraud, or mislead the public. The NOA wishes to know if the advertising of optometric jobs as represented on Keplr's website is in violation of **NRS 636.302**.
- i. Keplr, Pritchett, and Clear Vision's websites all promote optical and contact lens materials offered in "their" clinics and, therefore, qualify as optical retailers in Nevada.
- j. Keplr's website promotes and describes the arrangement as "Non-Invasive Ownership with Keplr Vision, ODs provide state-of-the-art, patient-centric medical optometry. Even after merging with the group, independent private practice optometrists keep their practice name and their existing staff. "Such language clearly describes joint ownership between a licensee and a non-licensee, which violates all

versions of the 2021 Bill drafts, as well as the current version of R066-19 Sec. 12(4)(b).

I. Operational Concerns

- a. The NOA has 1 or more witness(s) who say the Keplr clinics that they were associated with co-mingled cash and insurance receivables that came into the clinics.
- b. If Pritchett is solely and independently O.D.-owned, **NAC 636.250 Separation between office of optometry and other businesses required.** ([NRS 636.125](#), [636.300](#)) applies as such;

A licensee who locates his or her office in a part of a building where a person who is not licensed pursuant to the provisions of [chapter 636](#) of NRS conducts business shall construct and maintain a partition or wall in such a manner as to ensure a clear separation between his or her office and the business of the person who is not licensed.

Pritchett must also abide by NRS 636.372 Leasing of office from unlicensed person; regulations.

- 1. 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. (Added to NRS by [1993, 2864](#); A [1995, 2565](#); [2019, 3653](#))*
Regulations:

1. *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.*
2. *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.*
3. *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.*
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.*

- c. If Pritchett is **not** solely and independently owned by a Nevada licensee, a violation of **NAC 636.240** exists whereas;

Agreements to lease between licensees and unlicensed persons. ([NRS 636.125, 636.372](#)) Except as otherwise provided in [NRS 636.347](#), an agreement between a licensee and a person who is not licensed pursuant to the provisions of [chapter 636](#) of NRS for the leasing of a building or a part thereof for use in the licensee's practice must not include a provision that:

1. *Authorizes the person who is not licensed to exercise control over the operation of the licensee's practice or his or her employees in violation of the provisions of [chapter 636](#) of NRS.*
2. *Authorizes the person who is not licensed to share in the profits of the licensee's practice in violation of the provisions of [chapter 636](#) of NRS.*

3. *Authorizes the person who is not licensed to have access to the medical records of the licensee's patients.*
4. *Authorizes the licensee to locate his or her office in a part of the building where the person who is not licensed conducts business without providing a clear separation between the licensee's office and the business of the person who is not licensed.*
5. *Prohibits the licensee from having access to his or her office, equipment or records at any time.*
6. *Except as otherwise provided in [NRS 636.372](#), authorizes or requires the amount of rent to be determined on any basis other than the fair rental value of the building or a part thereof to be leased.*
7. *Violates any provision of NRS or NAC which relates to the practice of optometry. (Added to NAC by Bd. of Optometry, eff. 8-4-94)*

Send payments to:

ClearVision Eye Center Warm Springs

7335 S Pecos Rd
Las Vegas NV 891203735
(702) 451-1522

Invoice

Service Date	Invoice Date	Invoice #
[REDACTED]	[REDACTED]	[REDACTED]

Patient	Patient #
[REDACTED]	[REDACTED]

Provider	Tax ID
[REDACTED] OD	470896546

Bill To

[REDACTED]
[REDACTED]
Las Vegas NV [REDACTED]

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
92004	COMP. OPHTH. SERVICE, NEW PT [REDACTED]	\$172.00	1	-\$2.00	\$0.00	\$0.00	\$170.00	\$0.00
	Discount - Private Pay : (\$2.00)							
92015	REFRACTION [REDACTED]	\$40.00	1	-\$40.00	\$0.00	\$0.00	\$0.00	\$0.00
	Discount - Private Pay : (\$40.00)							
92250-52	SCREENING [REDACTED]	\$35.00	1	-\$35.00	\$0.00	\$0.00	\$0.00	\$0.00
	Discount - Private Pay : (\$35.00)							
PAYMENT	Credit Card [REDACTED]							-\$170.00
Sub-Total								\$247.00
Discounts								-\$77.00
Tax								\$0.00
Total Amount								\$170.00
Adjustments								\$0.00
Payments Received								\$170.00
Credits Granted								\$0.00
Balance Due								\$0.00

NO REFUNDS - REMAKES WITHIN 90 DAYS OF ORDER

Send payments to:

ClearVision Eye Center Warm Springs

7335 S Pecos Rd
Las Vegas NV 891203735
(702) 451-1522

Invoice

Service Date	Invoice Date	Invoice #
07/19/2024	07/19/2024	

Patient	Patient #

Provider	Tax ID
OD	470896546

Bill To

Sean Orica

10320 Hooker Road St

Las Vegas NV 891203735

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
V2020	Luxottica	\$244.00	1	-\$48.80	\$0.00	\$0.00	\$195.20	\$0.00
	Discount - Cash Pay 20% off : (\$48.80)							
V2100	Single Vision Sphere lenses	\$45.00	1	-\$9.00	\$0.00	\$0.00	\$36.00	\$0.00
	Discount - Cash Pay 20% off : (\$9.00)							
V2100	Single Vision Sphere lenses	\$45.00	1	-\$9.00	\$0.00	\$0.00	\$36.00	\$0.00
	Discount - Cash Pay 20% off : (\$9.00)							
V2745	Tint Gradient	\$25.00	2	-\$10.00	\$0.00	\$0.00	\$40.00	\$0.00
	Discount - Cash Pay 20% off : (\$10.00)							
V2755	UV Lens Treatment	\$13.75	2	-\$5.50	\$0.00	\$0.00	\$22.00	\$0.00
	Discount - Cash Pay 20% off : (\$5.50)							
PAYMENT	Credit Card							-\$329.20
							Sub-Total	\$411.50
							Discounts	-\$82.30
							Tax	\$0.00
							Total Amount	\$329.20
							Adjustments	\$0.00
							Payments Received	\$329.20
							Credits Granted	\$0.00
							Balance Due	\$0.00

NO REFUNDS - REMAKES WITHIN 90 DAYS OF ORDER



Optometrist - Las Vegas, NV

Abrams Eye Institute

Details

Posted: 04-Jun-24

Location: Las Vegas, Nevada

Type: Full Time

Salary: commensurate with experience

Categories:

Optometrist

Optometry

Required Education:

Doctorate

Additional Information:

Employer will assist with relocation costs.

Internal Number: 123456789

Abrams Eye Institute has been providing the most advanced, comprehensive ophthalmologic services in Southern Nevada for almost 20 years and has an amazing opportunity for an Optometrist to join our elite multispecialty ophthalmology and optometry practice. The team includes 2 surgeons, 1 optometrist, & dedicated technicians, scribes, and front office staff that treat a wide variety of eye disease and offer expansive optical resources.

ABOUT THE PRACTICE:

Abrams Eye Institute (AEI) has a team of premier providers of ophthalmologic services, including LASIK surgery, cataract replacement, and treatment of all common eye disorders. Its esteemed founder and pioneer in the field, Dr. Jack Abrams, was Nevada's first doctor to offer laser-assisted cataract surgery.

AEI's three nationally-recognized locations, Las Vegas, Henderson, and Pahrump, are dedicated to impeccable quality of care, a passionate love of their work, and a commitment to their patients.

ABOUT THE LOCATION:

Las Vegas really does have something for everyone, more than the entertainment, restaurants and shopping of the strip, it also has amazing communities to raise a family. With tight knit neighborhoods, a strong education system, and ample parks for outdoor activities and relaxation. Venture just a short drive away from the strip and you'll discover hot springs, snowy mountains, red rock canyons, and plenty of jaw-dropping hiking trails. With no state income tax and a large international airport, Las Vegas is truly a western gem.

ABOUT THE BENEFITS:

- Immediate high volumes with competitive productivity incentives.
- Strong referral networks & support staff.
- State-of-the-art technology.
- Medical, dental, vision, legal, pet, and childcare benefits.
- Traditional and Roth 401(k) retirement options.
- Equity buy-in opportunities.
- Continuing education, state licensure and medical malpractice coverage.
- Relocation assistance available.

ABOUT AVP:

American Vision Partners was formed through an investment by H.I.G. Capital, a leading P.E. firm specializing in acquisition and recapitalizations of privately held businesses. Through this investment, combined with decades of relevant industry experience, American Vision Partners is able to extend our partners the tools and expertise they need to operate with continued success.

FOR MORE INFORMATION, please contact Brian O. Donovan, Sr. Physician Recruiter, at 603-661-0477 (cell/text) or brian.donovan@americanvisionpartners.com....



About Abrams Eye Institute

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combined with decades of relevant industry experience, AVP is able to extend our partners the tools and expertise they need to operate with continued success.

<https://careers.aoaexcelcareercenter.com/jobs/20168237/optometrist-las-vegas-nv>

1. If an optometrist forms an association or other business relationship with a physician pursuant to NRS 636.373, the optometrist must:

(a) Comply with any applicable requirements of the Internal Revenue Service;

(b) Maintain financial and organizational independence from any person who is not licensed to practice optometry; and

(c) Ensure that any advertising, marketing, and promotional materials accurately portray the position of the optometrist within the association or business relationship, including, without limitation, whether the practice of the optometrist is included within any assumed or fictitious name used by the association or other business relationship.

2. If an optometrist forms an association or other business relationship with a physician pursuant to NRS 636.373, the optometrist may:

(a) Utilize mutual clinical staff members to deliver clinical care to patients receiving both optometric and ophthalmological care at the same facility, so long as an appropriate and commensurate amount of the optometrist's revenues are apportioned to those clinical staff members supporting both optometric and ophthalmological services; and

(b) Utilize mutual billing staff members to prepare and file insurance claims under the optometrist's NPI, so long as an appropriate and commensurate amount of the optometrist's revenues are apportioned to those billing staff members supporting both optometric and ophthalmological billing services.

3. An optometrist shall not employ or be employed by a physician (M.D. or D.O.).

4. An optometrist may form an association or ~~other~~ a business relationship with a person, other than a physician, who is not licensed to practice optometry to perform duties ~~concerning the operation of the business~~ **that may provide operational support to the licensee and their business.** ~~Such duties must be limited to duties concerning the operation of the business and may include, without limitation, performing services related to payroll, human resources, real estate, regulatory matters not related to health care, banking, accounting, administration of benefits, marketing, merchandising, occupancy, accounts payable, accounts receivable, supply chain management, business development, business administration, labor, compliance with applicable laws and regulations, purchasing and medical billing.~~ **Such a relationship shall not be intended or designed to obfuscate any provisions pursuant to NRS 636 that involve the practice of optometry as defined in NRS 636.025, optometric practice ownership, medical records custodianship, co-habitation with optical retailers, or financial and organizational independence, even if such a business associate operates within the private equity or venture capital industry. Such supportive duties must be limited to the operation of the business. They may include performing services related to payroll, so long as the licensee's payroll remains financially separated from the business associate's payroll, including the use of separate Federal Tax ID numbers, medical and vision plan billing, so long as claims filed on behalf of the licensee are not combined or bundled with those of the business associate's claims resulting in bulk payments that require subsequent separation of funds. Management of a licensee's insurance accounts receivable may be included in such services, pursuant to 12(1)(b) above. Since submitting claims using a common Servicing Provider NPI number indicates joint ownership, claims submitted on behalf of each business associate must remain independent of one another, rent, pursuant to NRS 636.372. A business associate may provide bookkeeping services, pursuant to 12(1)(b) above, and human resources for regulatory and compliance support and not for the purpose of employing a licensee's staff, banking, pursuant to 12(1)(b) above, accounting, pursuant to 12(1)(b) above, administration of benefits, pursuant to 12(1)(b) above, marketing, in accordance with 12(1)(c) above, merchandising, supply chain management, and business development, all pursuant to 12(1)(b) and 12(1)(c) above, purchasing, pursuant to 12(1)(b) above.**

5. An optometrist who forms an association or other business relationship with a person who is not licensed to practice optometry pursuant to subsection 3 shall **not associate with any business associate entity created to**

deliver optometric services, as defined in NRS 636.025 of which 100% of its shareholders are not a Nevada optometric licensee, even if a licensee is a named officer, director, or has any other affiliation with that entity.

6. An optometrist who forms an association or other business relationship with a person who is not licensed to practice optometry pursuant to subsection 3 shall:

(a) Comply with any applicable requirements of the Internal Revenue Service **and Federal Trade Commission;**

(b) Maintain organizational and financial independence from the person who is not licensed to practice optometry and ensure that the person who is not licensed to practice optometry is not involved in:

(1) Clinical decisions **and medical decision-making.**

(2) Scheduling of patients **and/or office flow;**

(3) Any decision concerning the scope of practice or use of facilities, equipment ~~or drugs,~~
pharmaceuticals, nutraceuticals, functional vision therapy, or

(4) Any other decision concerning the provision of care to a patient or the outcome of any treatment or other service provided to a patient; and

(c) Ensure that any advertising, marketing, and promotional materials accurately portray the position of the optometrist within the association or business relationship, including, without limitation, whether the practice of the optometrist is included within any assumed or fictitious name used by the association or other business relationship.