

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)
- What is a Management Services Organization (MSO)
- Dr. Christiansen's letter to NSBO dated 7/26/24
- Policies regarding non-OD's and OD's
- AB432 R1 section 13, reprinted 4-21-23

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 Orice

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....



About Abrams Eye Institute

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, 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.

What Is a Management Services Organization (MSO)?

On this page



- [What is an MSO?](#)
- [MSO structures](#)
- [Services an MSO offers](#)
- [Benefits of using an MSO](#)

What is an MSO and is it right for your medical practice? A management services organization is an outside entity that can help you with the nonmedical parts of running your practice. Learn more about how they work and what they can do to decide whether you should use one for your medical facility.

What is an MSO?

What is an MSO? It's a business organization that takes on the administrative duties, such as [benefits administration](#), for your medical practice. They don't deal with any medical-related tasks, but they can help with your business infrastructure, technology and related components that are essential to running your business smoothly.

MSO structures

You can choose one of two MSO structures. In the first, you hire the MSO to do specific tasks for you. You're essentially outsourcing those tasks and retaining full ownership over your practice. Based on your needs, you choose which services they handle.

In the other structure, the MSO buys the assets of your business, taking partial or full ownership over it. You then become their employee, and they handle all aspects of running the practice. If you lose all ownership in the deal, you might

be subject to the MSO's decisions on your hours, vacation time, benefits and other details, just like any employee.

Services an MSO offers

The specific tasks the MSO handles can vary based on your needs. Some things they can handle include:

- Human resources
- [Payroll services](#)
- Benefits
- Financial management
- Education and training programs
- Billing and collections
- Compliance
- Risk management
- Contract management
- Patient care coordination
- Technology and [IT services](#)
- Office space and equipment leasing management

Benefits of using an MSO

When considering an MSO in healthcare, take a look at the benefits you get from using one, including:

- **Time savings:** By handing off administrative tasks, your staff can focus on providing the best possible patient care.
- **Access to experience:** Even if you've been handling the administrative tasks successfully, your expertise is in medicine. An MSO gives you access to experts in administration, which can improve your processes.
- **Improved patient care:** The goal of working with an MSO is to improve patient care. This happens by letting your [staff physicians](#) focus more on the clinical side. The MSO can also suggest ways to streamline your practice and offer additional options for patients.
- **Money savings:** MSOs are often large corporations that have better buying power than a small practice, which can save you money.
- **Maintain independence:** Small medical practices often struggle to maintain their independence. An MSO can help you avoid mergers or acquisitions, so you can retain control and ownership over your practice.

Best practices for using an MSO

To get the most out of your MSO, follow these best practices:

- **Read the contract:** Review the agreement fully, so you know what you're agreeing to. The contract should specify the services the MSO will provide and all terms of the arrangement.
- **Know your exit options:** Find out how you can exit the MSO arrangement if you decide you want out.
- **Set boundaries:** Ensure you and the MSO agree on what constitutes medical or clinical activities, which you should retain control of.

FAQs about MSOs

How do you choose an MSO?

Start by determining which services you want them to handle, and ensure the MSO you're considering offers all those tasks. Check how long the MSO has been around and what type of experience they have. Looking at reviews and asking other medical practices which MSO they use can help you narrow down the options.

Can you choose what the MSO handles?

MSOs typically offer a wide range of services, but you don't have to hand over all of those duties to the company. Many MSOs offer package deals with multiple services for one price. They typically also offer individual options, so you can choose exactly what they do and what you handle internally.

Can you use more than one MSO?

You can use more than one MSO at a time. You might choose one MSO to [manage your finances](#) and another to deal with your practice's technology.

https://www.indeed.com/hire/c/info/what-is-mso?gad_source=1&aceid=&gclid=aw.ds

July 26, 2024

Dear Mr. Schneider,

As you know at the last Nevada State Board of Optometry (NSBO) meeting it was suggested that interested parties and those with involvement in managed service organizations (MSO) offer their input with respect to R066-19(12). As a licensed optometrist and owner of a large optometry practice utilizing the services of an MSO, I prepared to be a meaningful contributor to the NSBO workshop scheduled for July 31st 2024. I met with members of the Nevada Optometric Association (NOA) Board and attempted to follow up with additional questions for clarification, to no avail. I was eventually directed to NOA's president, Dr. Girisgen. I expressed my concern to him that the proposed language includes potentially illegal unfair business practices. Dr. Girisgen then informed me that NOA was responsible for submitting that proposed change.

The NSBO mission is to protect the public health and welfare through ensuring only qualified persons are granted licenses to practice optometry in the State of Nevada. I implore the NOA to support that mission and not continue to put forth discriminatory concepts related to business practices in its attempt to stifle competition. To my disappointment, instead of engaging in meaningful discussions and collaborative work in the interest of patient safety and clinical care, the NOA chose to covertly send patients into my offices, and now asserts baseless and false claims about my organizational structure, including my ownership, compliance and use of MSO services.

The NOA leadership continues to seek protection from competition and push for rules to discriminate against new physician practice models to protect incumbent interests. For example, the NOA is on record with the NSBO dated June 11th 2024, as saying, "The NOA is of the opinion that private equity arrangements with optometrists represent fundamental conflicts of interest and should be closely regulated or eliminated." Ironically members of the NOA, including its president, are engaged in franchises with the world's largest frame manufacturer. Many optometrists work in wholesale stores, several work in ophthalmology offices. And yet the NOA is only singling out private equity, not for any alleged harmful conduct but instead simply because their capital model is different.

The primary focus of all of these optometrists, including those in the NOA, should be to take the very best care of their patients; so long as an optometrist's professional judgement is not compromised, the business avenue they chose to provide the best care should not be regulated. Those optometrists who are influenced in clinical decision-making by non-

licensed persons should be held accountable. I am proposing language that would strengthen NSBO's ability to do so by clarifying what might constitute improper influence of any professional judgement on a licensee in MSO arrangements but also other arrangements, such as franchises. Please find that proposal attached as Exhibit A.

The Board exists to regulate the conduct of optometrists. It should respect the independence of the professionals it regulates and not dictate who a practice can contract with for administrative support, billing, etc. When it does so, it is going down a slippery slope of anti-competitive behavior.

I would humbly submit that the NSBO consider the language suggested which strikes at the heart of the NOA's stated purpose of working with the NSOB to build a stronger optometric community that provides the best possible care to our patients.

Sincerely

Dr Jon Christiansen

EXHIBIT A

NRS xxx.xxx

2. Nothing in this section:

(i) Prohibits a person from providing goods or services for the support of the business of an optometry practice, office or clinic owned or operated by a licensed optometrist or any entity not prohibited from owning or operating an optometry practice, office or clinic if the person does not:

(1) Provide such goods or services in exchange for payments based the number of patients or value of professional services referred to the optometry practice, office or clinic; or

(2) Impede or control the professional judgement necessary for the clinical practice of optometry.

(j) Prohibits an optometrist from engaging in any activity authorized by this chapter or the regulations adopted pursuant thereto.

3. The Board shall adopt regulations identifying activities that constitute impeding or controlling the professional judgment necessary for the clinical practice of optometry, including, without limitation, activities which:

(a) Prohibit the exercise of the clinical judgment of a licensed optometrist; or

(b) Relieve a licensed optometrist of responsibility for the clinical aspects of the optometry practice.

(ii) Such regulations must not prohibit or regulate aspects of the business relationship, other than as necessary to preserve the freedom to exercise the professional judgement necessary for the clinical practice of optometry between a licensed optometrist or professional entity organized pursuant to the provisions of [chapter 89](#) of NRS and the person or entity providing goods or services for the support of the business of an optometry practice, office or clinic owned or operated by the licensed optometrist or professional entity.

NAC xxx.xxx Activities which constitute exercise of authority or control over clinical practice.

1. For the purposes of paragraph ____ of subsection ____ of NRS xxx.xxx the Board will deem a person to be impeding or controlling the professional judgment necessary for the

clinical practice of optometry if the person, by agreement, lease, policy, understanding or other arrangement, controls, without input or advice from the optometrist:

(a) The manner in which a licensed optometrist uses equipment or materials for the provision of treatment;

(b) A decision of a licensed optometrist regarding a course or alternative course of treatment for a patient, the procedures or materials to be used as part of a course of treatment or the manner in which a course of treatment is carried out by the optometrist;

(c) The length of time a licensed optometrist spends with a patient or if the person otherwise places conditions on the number of patients a licensed optometrist may treat in a certain period of time;

(d) The length of time a licensed optometrist spends performing services, if the optometrist reasonably believes that the ability of the optometrist to provide care to a patient consistent with the standard of care in the community would be impaired;

(e) The referrals by a licensed optometrist to another licensed optometrist or otherwise places any restriction or limitation on the referral of patients to a specialist or any other practitioner the licensed optometrist determines is necessary;

(f) Patient records at any time to the exclusion of the applicable licensed optometrist or the applicable patient;

(g) A decision of a licensed optometrist to refund payments made by a patient for clinical work that is not performed or is performed incorrectly by the optometrist.

(h) A decision regarding the advertising of the practice of a licensed optometrist if the decision would result in a violation of the provisions of [NRS xxx.xxx](#) by the optometrist;

(i) A decision to establish fees for optometric services against the advice of a licensed optometrist if the optometrist reasonably concludes that those fees would impair the ability of the optometrist to provide care to patients consistent with the standard of care in the community;

(j) A decision relating to the clinical supervision of ancillary personnel regarding the delivery of care to patients of a licensed optometrist against the advice of a licensed optometrist if the optometrist reasonably concludes that the decision would impair the ability of the optometrist to provide care to patients consistent with the standard of care in the community;

(k) The hiring or firing of licensed optometrists or the material clinical terms of their employment relationship with a licensed optometrist or a professional entity of a licensed optometrist;

(l) A decision regarding the hiring of ancillary personnel against the advice of a licensed optometrist or a decision by a licensed optometrist to fire or refuse to work with ancillary personnel if that advice, firing or refusal is related to the clinical competence of that ancillary personnel to render care to patients, regardless of who employs such ancillary personnel; and

(m) The material terms of any provider contracts or arrangements between a licensed optometrist or a professional entity of a licensed optometrist and third-party payors against the advice of the optometrist, if the optometrist reasonably concludes that the contract or arrangement would impair the ability of the optometrist to provide care to patients consistent with the standard of care in the community.

2. Nothing in these regulations shall impede the right of a licensed optometrist to consult with business advisors and to receive advice with regard to the exercise of professional judgement that will also impact the financial aspects (rather than merely the clinical aspects) of the professional entity. Such advice includes, but is not limited to:

- (a) Advice regarding goals related to an agreed upon practice budget;
- (b) Advice regarding capital expenditures or purchasing decisions related to an agreed upon budget;
- (c) Advice regarding payor contracting related to an agreed upon budget;
- (d) Any other matters which may impact the business aspects of the practice and regarding which the licensed optometrist may reasonably desire the advice and counsel of business, tax, accounting, marketing, or other similar professionals.

3. Nothing in these regulations, or in any business arrangement entered into by any licensed optometrist shall alter or lessen the licensed optometrist's ultimate responsibility for all exercises of professional judgment with regard to the conduct of the licensed optometrist's professional practice.

4. For the purposes of this section:

(a) "Ancillary personnel" means a person, other than a licensed optometrist who:

(1) Directly provides optometric care to a patient under the supervision of a licensed optometrist; or

(2) Assists a licensed optometrist in the provision of care to a patient.

(b) "Clinical" means relating to or involving the diagnosis, evaluation, examination, prevention or treatment of conditions, diseases or disorders of the eye and adnexa and their impact on the human body, as typically provided by a licensed optometrist within the scope of the education, experience and training of the optometrist and in accordance with applicable law and the ethics of the profession of optometry.

From: [Dr Belaustegui](#)
To: [Dan Rowan](#); [Director](#)
Subject: Policies regarding non-OD and OD relationships
Date: Monday, July 29, 2024 6:34:55 PM

I received a letter stating that any information/wording regarding how to change the current board policies as it relates to any non-OD engaging in optometric businesses would be helpful. I have re-read the wording many times, and truly, in my perspective, what is stated regarding the boundaries is very clear. I do not believe the wording is as much the problem as is the consequences for these large entities engaging in these relationships. When Dr. Rowan and I brought this to the board's attention Dr. Austin stated that as ODs, unless we left that business relationship, we would be at fault and possibly sanctioned by the board as a result of continuing a practice in which we did not have control of patient care. Luckily, Dr. Rowan and I had already made the decision to leave VSP Ventures due to their lack of adherence to board policy and the lack of autonomy and pressures put on us to treat patients a certain way. We were also told by board members that if we felt VSP was not following the policies it was up to us, individual ODs, to hire an attorney and seek resolutions through the court. We have been thankful for the board's guidance and support throughout and look to help other ODs avoid these relationships. We have reviewed the other letters sent in and all statements are sincere and certainly represent accurate concerns that we share.

From personal experience, policies or provisions that allow the board to fine/sanction entities that are breaking said provisions need to be introduced. Otherwise, these large corporations will continue to overstep the written laws with no repercussions unless an individual OD takes on the enormous battle. The board exists to protect the patient and make a clear scope for ODs, however times are changing and management services, private equity, and other groups are going to continue to find ways to pair with ODs. In order to continue to protect patients and the policies set forth by the board, authority to also regulate/sanction these groups needs to be considered.

Sincerely,

Amber Belaustegui, OD

Co-signed,

Daniel Rowan, OD

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1 *limitation, synchronous optometric telemedicine and*
2 *asynchronous optometric telemedicine.*

3 *Sec. 9. "Optometry practice" or "optometric practice" means*
4 *a business through which one or more optometrists practice*
5 *optometry.*

6 *Sec. 10. "Originating site" has the meaning ascribed to it in*
7 *NRS 629.515.*

8 *Sec. 11. "Remote patient monitoring" means the monitoring*
9 *by a licensee of data:*

10 *1. Collected from a patient of the licensee at one location and*
11 *transmitted to the licensee at another location; and*

12 *2. That is necessary to make informed decisions about*
13 *providing health care services to the patient.*

14 *Sec. 12. "Synchronous optometric telemedicine" means a*
15 *form of optometric telemedicine in which information is*
16 *exchanged via electronic communication in real time and*
17 *includes, without limitation, communication via telephone, video,*
18 *a mobile application or an online platform on an Internet website.*

19 *Sec. 13. 1. Except as otherwise provided in section 14 of*
20 *this act, a person who is not licensed to practice optometry*
21 *pursuant to this chapter shall not:*

22 *(a) Hold an ownership interest in an optometry practice;*

23 *(b) Be an officer or board member of an optometry practice or*
24 *occupy any other position of authority at an optometry practice*
25 *that allows the person to exert control over the management or*
26 *operation of the optometry practice; or*

27 *(c) Be an officer or board member of an entity that operates*
28 *one or more optometry practices or occupy any other position of*
29 *authority at such an entity that allows the person to exert control*
30 *over the management or operations of an optometry practice that*
31 *the entity operates.*

32 *2. A person shall not accept compensation to perform any*
33 *services for a management service provider that is providing*
34 *services to an optometry practice if the person is:*

35 *(a) An officer or board member of the optometry practice or*
36 *occupies any other position of authority at an optometry practice*
37 *that allows the person to exert control over the management or*
38 *operation of the optometry practice receiving those services; or*

39 *(b) An officer or board member of an entity that operates the*
40 *optometry practice or occupies any other position of authority at*
41 *such an entity that allows the person to exert control over the*
42 *management or operations of the optometry practice receiving*
43 *those services.*

44 *3. As used in this section:*



* A B 4 3 2 R 1 *

1 (a) "Management service provider" means a person that
2 contracts to provide management or administrative support
3 services to an optometry practice. The term does not include a
4 provider of insurance, a provider of health care as defined in NRS
5 41A.017 or a person that offers optometric care at an optometry
6 practice or that offers comprehensive examinations.

7 (b) "Management or administrative support services" includes,
8 without limitation, legal services and services relating to
9 management, billing, credentialing, accounting, marketing, the
10 storage of electronic medical records, the management of human
11 resources, the provision of malpractice insurance, information
12 technology, the financing of equipment, recruitment, transactions
13 involving real estate and technical support for optometric
14 telemedicine.

15 **Sec. 14. 1.** For not more than 1 year after the death of a
16 licensee who is the sole owner of an optometry practice, a
17 surviving member of the licensee's family may own the optometry
18 practice without being licensed pursuant to this chapter. Not later
19 than 1 year after the death of the licensee, the surviving member
20 of the licensee's family shall transfer ownership of the optometry
21 practice to a licensee or dissolve the optometry practice.

22 2. The provisions of this section do not abrogate, alter or
23 otherwise affect any obligation to comply with the requirements of
24 chapters 629 and 636 of NRS relating to the custody of health care
25 records.

26 3. As used in this section, "member of the licensee's family"
27 means any person related to the licensee by blood, adoption or
28 marriage within the third degree of consanguinity.

29 **Sec. 15.** A licensee shall notify the Board of any change in
30 the personal mailing address or primary telephone number of the
31 licensee or any change of the electronic mail address most recently
32 provided by the licensee to the Board not later than 30 calendar
33 days after the change.

34 **Sec. 16.** A licensee shall report to the Board within 30 days
35 the revocation, suspension or surrender of, or any other
36 disciplinary action taken against, a license, certificate or
37 registration to practice any occupation or profession issued to the
38 licensee by another state or territory of the United States, the
39 District of Columbia or a foreign country.

40 **Sec. 17. 1.** A student who is enrolled in a graduate course
41 of study in optometry at an accredited school or college of
42 optometry and who is participating in an externship authorized by
43 the school or college, as applicable, as part of that course of study
44 may perform procedures within the scope of a license to practice



* A B 4 3 2 R 1 *

Opening Remarks Nevada State Board of Optometry Workshop 7.31.24

Thank you, President Smith. I appreciate the opportunity to be involved in this process and work towards a solution that protects patients and supports our profession.

Last year, I became aware of troubling language to amend R066-19 that raised significant concerns among many optometrists, including me and those in my practice. The proposed language would restrict optometrists from receiving services by any entity not entirely owned by an OD, potentially affecting a wide range of practices, including those in managed service organizations, ophthalmology clinics, and commercial settings like Walmart and LensCrafter's and Pearl Vision Franchises.

Unfortunately, optometry is my first game and politics is not, and by the time I became aware of this it was the bottom of the ninth inning. I collaborated with my colleagues and engaged legislators like Dr. Koenig to address this issue. Thankfully, the Nevada State Board of Optometry and Dr. Koenig agreed to remove this language, which would have impacted nearly 30% of the OD workforce in our state and would have been a deterrent to other optometrists seeking to practice in NV, a state that is already experiencing a shortage of health care providers.

Since 2016, I've utilized a managed services organization (MSO) to support my practice, which has proven invaluable. Anyone who has run a small single office understands the demands that running that office requires. Those demands require you to be an expert in human resources, payroll, employment law, health care and regulatory compliance, real estate, billing and coding, collection, contract negotiations, purchasing, finance, and managed care. It asks all these things of you before, after, and in between patient care. It is relentless and quite frankly it is impossible to excel in any area let alone every area. The MSO allows me to focus on clinical care while enhancing administrative efficiency through shared resources, peer collaboration and expert management.

My practice adheres to legal standards: I have a professional entity of which I, as a licensed optometrist, am the 100% sole owner of. No unlicensed persons have any ownership interest in my practice. I contract with a third-party management services agreement

which provides some of the administrative services to the practice at a fair market value. But I have the final say as the optometrist. This arrangement has previously been reviewed by the Nevada State Board of Optometry and the structure was found in compliance with both regulation and statute. This structure empowers me and my doctors to deliver optimal patient care, with high quality non-clinical support in one stop and without having to worry about the administrative day to day. But as I said, ultimately, I am still the one responsible for my practice. Several of these doctors have joined me on the call today. They are among the best Nevada has to offer by way of optometrists. They provide excellent care to patients. No one tells them what to do. This year alone this arrangement has provided me access to capital and to equipment purchased at highly competitive costs due to volume purchasing. This arrangement has resulted in significant renovations of multiple offices and investments in new equipment including adding new OCT's and Widefield cameras at all locations. We are focused on providing the highest quality of care to the residents of Nevada, one patient at a time. I would put our record up against anyone's.

Following last year's legislative session, I continued discussions with Dr. Koenig and engaged with the Nevada Optometric Association (NOA) to understand and help address lingering concerns. Despite efforts to collaborate, some within the NOA expressed reservations about private equity and MSOs potentially influencing optometric practice negatively.

To address these concerns, I proposed language inspired by similar healthcare regulations, outlining specific criteria for defining undue influence over optometric practice. This proposal aims to ensure clarity and fairness across all practice models, including ophthalmology settings, commercial leases, and franchises, avoiding discrimination while safeguarding professional autonomy.

While I believe existing language suffices, I acknowledge the NOA's concerns, and support additional provisions to clarify and strengthen regulations. The approach taken in my suggested regulations fosters a supportive environment for optometric practice diversity without compromising patient care. While I support and understand the NOA's concern I wish their efforts had been spent discussing language further with me rather than seeking to discredit me and my business relationships without understanding or even knowing about my arrangement.

We face a healthcare shortage here in Nevada. Making it difficult to impossible to obtain efficient support for optometrists. I think we should focus on educating members of our own profession so that they understand their own regulations, and that no one should influence their professional judgement.

Let's direct our focus towards advancing our profession in a collaborative manner, which will result in the betterment of patient care for Nevadans. We need to attract more optometrists to this state. By attracting more qualified practitioners and improving care delivery, we can elevate optometry in our state, rather than engaging in contentious debates on non-clinical support models. Who is doing our billing or answering our phones. I look forward to participating today in language that is helpful and appreciate your time.

Dr Jon Christiansen

Nevada Board of Optometry Workshop
07/31/2024

NOA Comments –

- NOA is aligned with the AOA as part of its function is to advocate for our patients and profession.
- NOA as part of its responsibility is to provide the NSBO violations of current law as it learns from its members.
- NOA is not engaging in any discriminatory conduct against any business relationships or attempting to stifle competition or target Private Equity.
- NOA supports the mission to protect public health and welfare by ensuring only qualified licensed individuals practice optometry. However, there is nothing in our statutes that allows non-licensed individuals or entities to own and operate optometric practices influencing the direction and practice of optometry.
- Current statutes state licensees must have financial and organizational independence from any person who is not licensed.
 - The NOA is neither for nor opposed to a MSO model however, the licensee must own the MSO and not have a non-licensee own the MSO which dictates the practice of optometry and is contrary to current law.
- The NOA and AOA have multiple instances of when PE owns optometric practices, the practice of optometry is controlled by non-licensees with all aspects of the business that directly impacts patient care protocols, systems and care plans. The patients are impacted adversely in these instances as demonstrated recently with a PE owned optometric practice in northern Nevada.

Workshop Opening Statement

1. The NOA does not stand For or Against Private Equity.
2. The NOA does not stand For or Against MSOs.
3. The NOA does not endorse or condone measures to unfairly or unlawfully restrict trade.
4. The NOA supports open communications and is willing to find common ground on these topics.
5. However, the NOA has a duty to its members to ensure fair treatment in the marketplace. As a charter of the American Optometric Association, NOA members have the right to expect the NSBO to enforce statutes and administrative codes.
6. While creative business associations between licensees and non-licensees may benefit one or both parties, if left unchecked or created unfairly, the likelihood of unintended consequences rises.
7. We are currently witnessing several of these unintended consequences playing out right in front of us.
 - a. Through its relationship with the AOA, the NOA is aware of numerous member complaints of non-licensees exerting increasing pressure for licensees to conform to their demands under the guise of “not influencing clinical judgment.” Such complaints are coming from across the country, including Nevada, and involve dictating patient quotas, equipment demands, hours of operations demands, number of doctors required, forced staff sharing, and more. All under threat of either not having their contracts renewed or facing significant financial disincentives. The NOA believes a strong argument exists that nearly every aspect of operations may directly or indirectly affect clinical care.

It is important to note that these complaints are being made on non-licensees of all types, including corporate retailers and private equity firms.
8. While the NOA understands that the NSBO has the right to establish certain rules and guidelines, conflict of interest rules and due process are fundamental to essentially every governing principle in the United States. Therefore, the NOA requests that any NSBO Board Member with financial ties to private equity or who has a business association relationship with a physician recuse themselves from the private equity and business association portions of these deliberations as a conflict of interest is obvious.