

Materials for Item No. 5

Subject: Order to Appear and Show Cause for Nevada licensure

Date: Monday, July 13, 2026 2:38:06 PM

Dear License by Endorsement applicant:

The Board pursuant to NRS 636.130 has authority to refuse licensure after examination for any of the causes specified in NRS 636.

As of 7/10/2026, the Board has your complete application and other required documents. Specific to the issuance of licenses by endorsement:

3. Not later than 15 business days after receiving an application for a license by endorsement to engage in the practice of optometry pursuant to this section, the Board shall provide written notice to the applicant of any additional information required by the Board to consider the application. Unless the Board denies the application for good cause, the Board shall approve the application and issue a license by endorsement to engage in the practice of optometry to the applicant not later than 45 days after receiving the application.

4. A license by endorsement to engage in the practice of optometry may be issued at a meeting of the Board or between its meetings by the President of the Board. Such an action shall be deemed to be an action of the Board.

Your application, which you attested to its accuracy under penalty of perjury, stated:

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

No

Yet the New Jersey Board of Optometry provided information that you have twice been the subject of disciplinary action with regard to your optometry license; attached.

Accordingly you are required to appear (via Zoom) on 8/6/2026 12pm (pst) to show cause for why the Board should not deny your application for supplying potentially false information in the application process. Please calendar accordingly. The Board via this email string will provide you the Zoom link on or about 8/4/2026.

Adam Schneider, Esq.
Executive Director
Nevada State Board of Optometry
P.O. Box 1824
Carson City, NV 89702
775-883-8367 - office
775-305-0105 - fax
www.nvoptometry.org



State of New Jersey

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
STATE BOARD OF OPTOMETRISTS

1100 RAYMOND BOULEVARD, ROOM 501
NEWARK, NEW JERSEY 07102
201 - 648 - 2012

ROBERT J. DEL TUFO
ATTORNEY GENERAL

PATRICIA A. ROYER
DIRECTOR

4147
January 14, 1991

Roslyn Handfinger-Kushner, O.D.
For Eyes
[REDACTED]

Dear Dr. Kushner:

This letter is a clarification of the certified letter sent to you on January 7, 1990. In that letter, the explanation of the violation was stated incorrectly. The Board's initial review of the enclosed advertisement disclosed what appears to be a violation of N.J.A.C. 13:38-1.3 (d) in that all advertisements for optometric goods and services at a particular location or group of locations must include the name of a least one licensee responsible for the optometric practice at the individual location or group of locations.

You are hereby offered the opportunity to settle this matter and avoid the initiation formal disciplinary proceedings by signing the enclosed Certification, and paying a civil penalty in the amount of \$250.00.

Alternatively, you may waive your right to a hearing and submit a written statement or explanation to the Board. The Board will consider this statement and render a final decision thereon. You may also request a hearing in which case the matter will be scheduled and this notice will serve as a complaint. At the hearing you may, either personally or with the assistance of an attorney, submit such testimony or other evidence as you may deem necessary in order for the Board to finally determine whether the unlawful acts set forth herein have been proven.

You should also be aware that upon final evaluation of the evidence submitted at the hearing, the Board may, if unlawful acts are found to exist, assess civil penalties in the amount greater than those herein offered in settlement.

Additionally, the Board may, if the facts are found to so warrant, enter an Order requiring the restoration of any monies acquired by unlawful acts, the payment of costs, and directing that you cease and desist from continued performance of those acts found to be unlawful.

The enclosed Certification should be returned to the Board office with your indicated course of action within ten (10) days, following receipt hereof. In the event that the Board receives no response within ten (10) days, the allegations contained herein shall be deemed admitted and the Board will proceed to finally review this matter and enter an appropriate Final Order in relation thereto.

Sincerely,

BOARD OF OPTOMETRISTS

By: Susan H. Gartland
Susan H. Gartland
Executive Director

SHG:gd
Enclosures
cc: Carol Jacobson, D.A.G.

CERTIFIED MAIL

MAN 22 1991

C E R T I F I C A T I O N

I have received the Board's letter dated 1/8/91
regarding alleged violations:

PLEASE CHECK ONE:

☒

The allegations set forth herein are acknowledged and I acknowledge the debt in the amount of \$ 250.00 payable to the State of New Jersey. Assurance is hereby given that the set penalty shall be paid within twenty (20) days from receipt of the letter accompanying this certification. I further assure that the conduct alleged in the Notice letter will not continue or recur.

☐

I acknowledge the allegations herein, but enclose a statement for the Board's consideration in mitigation of the within stated penalty.

☐

I hereby waive any right which I may have to a hearing in this matter and submit a written statement for consideration by the Board in rendering a final decision on this matter

☐

A hearing on this matter before the Board is hereby requested.

 01
(Signature)

DATED: 1/14/91

Roslyn
Kushner, O.D.

4/1/92

APR 6 1992

C E R T I F I C A T I O N

I have received the Board's letter dated 3/23/92
regarding alleged violations:

PLEASE CHECK ONE:

✓

The allegations set forth herein are acknowledged and I acknowledge the debt in the amount of \$ 750 payable to the State of New Jersey. Assurance is hereby given that the set penalty shall be paid within ten (10) days from receipt of the letter accompanying this certification. I further assure that the conduct alleged in the Notice letter will not continue or recur.

I acknowledge the allegations herein, but enclose a statement for the Board's consideration in mitigation of the within stated penalty.

I hereby waive any right which I may have to a hearing in this matter and submit a written statement for consideration by the Board in rendering a final decision on this matter.

A hearing on this matter before the Board is hereby requested.

Roslyn Kushner
(Signature)

DATED: 4/1/92

Roslyn Kushner O.D.
220 Harwoodfield Rd
Cherry Hill NJ 08002
NJ License # 4147



State of New Jersey

ROBERT J. DEL TUFO
ATTORNEY GENERAL

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS
STATE BOARD OF OPTOMETRISTS

Emma N. Byrne
DIRECTOR

LOCATION:

124 HALSEY STREET 6TH FLOOR
NEWARK, NJ 07102
(201) 648-2012

March 18, 1992

MAILING ADDRESS:

P.O. BOX 45012
NEWARK, NJ 07101

Roslyn Kushner, O.D.
For Eyes

Dear Dr. Kushner:

This is to advise you that the Board of Optometrists has received and reviewed certain information regarding activity in which you were engaged as a Board licensee. The Board's initial review of the enclosed advertisement disclosed what appears to be a violation of N.J.A.C. 13:38-1.2(c)6. no disclaimer, no follow - up care.

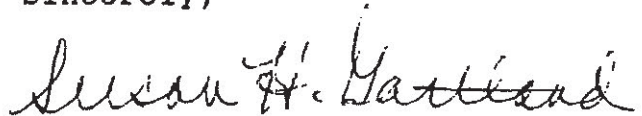
You are hereby offered the opportunity to settle this matter and avoid the initiation of formal disciplinary proceedings by signing the enclosed certification and paying a civil penalty in the amount of \$750.00.

Alternatively, you may waive your right to a hearing and submit a written statement or explanation to the Board. The Board will consider this statement and render a final decision thereon. You may also request a hearing in which case the matter will be scheduled and this notice will serve as a complaint. At the hearing you may, either personally or with the assistance of an attorney, submit such testimony or other evidence as you may deem necessary in order for the Board to finally determine whether the unlawful acts set forth herein have been proven.

You should also be aware that upon final evaluation of the evidence submitted at the hearing, the Board may, if unlawful acts are found to exist, assess civil penalties in the amount greater than those herein offered in settlement additionally, the Board may, if the facts are found to so warrant, enter an order requiring the restoration of any monies acquired by unlawful acts, the payment of costs, and directing that you cease and desist from continued performance of those acts found to be unlawful.

The enclosed certification should be returned to the Board with your indicated course of action within ten (10) days, following receipt hereof. In the event that the Board receives no response within ten (10) days, the allegations contained herein shall be deemed admitted and the Board will proceed to finally review this matter and enter an appropriate final order in relation thereto.

Sincerely,

A handwritten signature in cursive script that reads "Susan H. Gartland".

Susan H. Gartland
Executive Director

SHG/sj

Materials for Item No. 6

STATE OF NEVADA

JOE LOMBARDO
Governor



DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors

ADAM SCHNEIDER
Executive Director

**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF OPTOMETRY**

[Licensee name] O.D.
[Licensee email address]
via email only

Re: NSBO Complaint# 26-24
Patient: [Complainant name]

Dear Licensee:

This office received a complaint alleging that your care and treatment of the above-referenced patient may have been unprofessional as defined in Nevada Revised Statute (NRS) 636.295 and Nevada Administrative Code (NAC) 636.230. It alleges at [Fictitious Name at Location 1 address] on June 25, 2026:

Made appointment for eye exam, once in office and did all the foreman they tried to sell me unnecessary exams as I have a doctor for glaucoma for 6 years. They asked me to pay \$35 for a written prescription for my eye exam. They said Medicaid does not cover the cost of the prescription only the exam. I am 72 years old with various disabilities including 2 brain tumors and bling in R-eye, made me go there in 105 degree heat at 4:30 pm and return without eye exam. Very rude and demanding staff.

I was not told at the time of making appointment this was not disclosed until I rejected 2 unnecessary exams and then they asked for the fee to give me a written result of my eye exam. This is absurd. I have never been asked for that by my previous doctors.

The issues are that they should tell a patient what charges there will be, I am 72 years old disabled senior. I have to travel by Paratransit to go to the office in 105-degree weather, I am on limited income of \$1.040 per month from SSA+SSI. I pay rent and utilities and \$35 is something I cannot afford. But they put me through misery and made me travel and say no not caring that it could have led to a stress heart attack in that heat. They refused my eye exam. I contacted the doctor by email he never responded.

I sent an email to Dr. [Licensee1] by email no response, other than while in office the manager, [Location 1 manager name], said I am sorry.

Pursuant to NRS 636.305(3), in order to determine whether or not there has been a violation of NRS/NAC 636, please provide a written response. **Failure to responsively address each of the above allegations could result in a determination that you agree with the above allegations.** Please include any further information you believe would be useful for the Board to make a determination in this matter.

Your reply to director@nvoptometry.org is due on or by the close of business **July 24, 2026**. If presented to the Board, this matter will be presented in a double-blind manner, i.e., the identity of yourself, your practice, and the patient will not be disclosed so as to allow an objective review of the allegations and response. **Therefore in your response refer to yourself as “Licensee 1,” your practice as “Location 1,” the patient as “patient,” and do NOT place your response on your personal or office letterhead.**

The Nevada State Board of Optometry investigates all information received concerning possible violations of NRS/NAC 636. This letter is not to be construed as a determination as to whether or not there has been a violation of such laws until a thorough investigation is completed. This correspondence is sent pursuant to NRS 636.305(2) and NRS 636.310(3), and the accompanying subpoena is sent pursuant to NRS 636.141 and NRS 629.061(1)(g). As a licensee subject to an investigation, you are required by law to timely provide the requested information.

Please be advised that if any particular allegations referenced above did occur, and depending on the facts and circumstances, then you may have violated the law, specifically including but not limited to:

NRS 636.295(8) (unprofessional conduct in the practice of optometry);

NAC 636.190 (“An advertisement of an optometric examination, eye examination, vision examination, eye test or vision test must include a specific disclaimer if any of the following services are not included: 1. An ophthalmoscopy. 2. A subjective examination. 3. Binocularity testing. 4. A check of normal aided and unaided acuities. 5. A case history. 6. Tonometry. 7. Near-point accommodative tests. 8. Keratometry. 9. Slit-lamp biomicroscopy. 10. A refraction. 11. A dilated fundus examination.”);

NAC 636.200 (“If a dispensing fee is required for delivery of frames or lenses, whether ophthalmic or contact, the amount of the fee must be printed in type of no smaller size than is used for the advertised price.”)

Respectfully,

/s/ Adam Schneider
Adam Schneider, Esq.
Executive Director

Licensee 1's Response
NSBO Complaint No. 26-24

Thank you for the opportunity to respond to the allegations contained in this inquiry. Licensee 1 submits the following response.

The patient presented to Location 1 on June 25, 2026, for a routine comprehensive eye examination. This was not an emergency or urgent eye care visit.

The patient carried Medicare as his primary insurance and Nevada Medicaid as his secondary insurance. As part of our routine registration process, our staff reviewed the patient's insurance benefits and explained that, under Medicare, a refraction (CPT 92015), which is the service required to determine and provide a spectacle prescription, is generally considered a non-covered service. Because Medicare typically denies payment for refraction, the patient's secondary insurance may or may not subsequently provide coverage depending upon the applicable benefits.

For Medicare beneficiaries, Location 1 has an established financial responsibility policy regarding non-covered services. The patient was informed that the refraction fee was \$35 and that if Nevada Medicaid ultimately paid the claim after Medicare's denial, any payment collected from the patient would be refunded. This policy is applied consistently to similarly situated patients and is intended to comply with Medicare billing requirements while ensuring accurate determination of financial responsibility.

When the patient expressed concern regarding paying the \$35 at the time of service, the office manager offered an alternative accommodation. Specifically, the patient was advised that no payment would be collected on the day of the examination. Licensee 1 would still perform the comprehensive eye examination and the refraction, provide the patient with a spectacle prescription, and submit the claims to Medicare and then Nevada Medicaid. Only if both insurers ultimately denied payment for the refraction would the patient later receive a statement for the \$35 balance.

The patient declined this accommodation and stated that he would not pay the \$35 even if both Medicare and Nevada Medicaid ultimately denied coverage. Because the patient indicated that he would not accept financial responsibility under any circumstances should insurance deny the charge, he elected to leave the office before the examination began. Licensee 1 did not refuse to examine the patient. Rather, the examination did not occur because the patient chose not to proceed after declining both payment options that were presented.

The complaint also references retinal imaging. Location 1 offers retinal imaging as an optional ancillary service that is not covered by Medicare or Nevada Medicaid. The patient declined this optional service. His decision to decline retinal imaging had no bearing on whether he could receive a comprehensive eye examination and was not a condition for receiving care.

The complaint further alleges that fees were not disclosed before the appointment. While Location 1 strives to inform patients of anticipated financial responsibility whenever possible, the exact coverage of individual services cannot always be definitively determined until insurance eligibility is verified and the nature of the examination and services to be performed are established. This is particularly true when determining coverage for services such as refraction under Medicare and secondary insurance. Once the patient's anticipated financial responsibility became known, the information was promptly explained before any professional services were rendered.

The complaint also states that Licensee 1 failed to respond to an email from the patient. Licensee 1 has no record of receiving any email communication from the patient regarding this matter. Had such communication been received, it would have been reviewed and addressed in accordance with the office's normal procedures.

Licensee 1 regrets that the patient left the office dissatisfied. However, Licensee 1 respectfully disagrees with the allegation that care was refused. Throughout the encounter, staff made reasonable efforts to explain the patient's insurance benefits, discuss potential financial responsibility, and provide an alternative billing arrangement that would have allowed the examination to proceed without payment on the date of service. Unfortunately, the patient declined those options and left before the examination could be performed.

Licensee 1 believes that the facts do not support a finding of unprofessional conduct or a refusal to provide care. Rather, this matter arose from a disagreement regarding insurance coverage and the patient's willingness to accept potential financial responsibility for a service that might ultimately be determined to be non-covered by his insurers.

A copy of the patient's signed Financial Responsibility Agreement acknowledging responsibility for non-covered services is attached as Exhibit A.

Thank you for your consideration of this response.

IMPORTANT INFORMATION CONCERNING YOUR EYE HEALTH

Dilating the pupil with eye drops allows the doctor a much better view inside the eye to detect problems such as glaucoma, cataracts, retinal tears, macular degeneration, diabetes, and high blood pressure. Without the dilation, the doctor has a limited view of the interior of the eye and would not be able to detect any pathology that may occur in the far periphery of the eye.

It is strongly recommended that patients receive this evaluation if recommended by the doctor. It is especially important for those patients who have a history of diabetes, high blood pressure, headaches, flashes of light or floaters, high nearsightedness, cataracts, or family history of glaucoma or retinal problems.

☒ I WOULD LIKE THE DILATION IF RECOMMENDED BY THE DOCTOR.

☐ I DO NOT WISH TO HAVE THE DILATION.

☐ I WOULD LIKE TO RESCHEDULE THE DILATION FOR ANOTHER DAY.


Patient/Responsible Party Signature

6-25-2026
Date

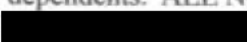
PATIENT PRIVACY CONSENT

I have reviewed the HIPAA Notice of Privacy Practices (Blue Form) and have been given the right to secure a copy of this form. I understand that I have certain rights to privacy regarding my protected health information. These rights are given to me under the Health Insurance Portability and Accountability Act of 1998 (HIPAA) and detailed in the Notice of Privacy Practices.


Patient/Responsible Party Signature

6/25/2025
Date

FINANCIAL POLICY AND CONSENT

I certify that the given personal and insurance information is correct to the best of my knowledge. I authorize and request my insurance company to pay directly to . I understand that my vision and/or medical insurance carrier may pay less than the actual bill for services. I agree to be responsible for the full payment of all non-covered services rendered on my behalf or my dependents. ALL NON-COVERED SERVICES WILL BE DISCLOSED IN ADVANCE BEFORE RENDERED.  only accepts VISA, MC, DISCOVER, and cash as forms of payment; personal checks are not accepted. In the event it becomes necessary to collect fees through litigation, the patient agrees to pay all collection fees, court costs, deposition fees, and reasonable attorney fees incurred.


Patient/Responsible Party Signature

6/25/2026
Date

Licensee 1's Supplemental Response

NSBO Complaint No. 26-24

Thank you for the opportunity to provide supplemental information in response to the Board's request.

1. Search for the Patient's Email and Registered Agent Inquiry

In preparing Licensee 1's original response to the Board, Licensee 1 searched his personal email accounts and discussed the patient's allegation with Location 1's office manager. At that time, neither Licensee 1 nor the office manager was aware that any email had been received from the patient, and no such email was identified during the initial search. Accordingly, Licensee 1 stated, in good faith, that he had no record of receiving the patient's email.

After receiving the Board's correspondence attaching the patient's June 26, 2026 email, Licensee 1 and the office manager conducted a more comprehensive search of Location 1's general office email account. During that search, the patient's email was located in the account's spam/junk folder. The initial search had not included the spam folder, and therefore neither Licensee 1 nor the office manager had actual knowledge of the email before preparing the original response.

With respect to the Board's inquiry regarding the registered agent, Licensee 1 acknowledges that he did **not** contact or confer with the registered agent for Progressive Eyecare prior to preparing and submitting the original response to the Board. Therefore, no inquiry was made at that time as to whether the registered agent had received correspondence from the patient. Licensee 1's original response was based solely upon the information then known to him after reviewing his personal email and consulting with Location 1's office manager.

After receiving the Board's request for supplemental information, Licensee 1 understands that a broader inquiry, including confirmation with the registered agent and a review of all potential repositories of correspondence, would have been beneficial. Licensee 1 appreciates the opportunity to clarify the circumstances and respectfully submits that the statement in the original response was made honestly and in good faith based upon the information available at that time.

Licensee 1 has reviewed the office's procedures for handling electronic correspondence in the future to help ensure that communications inadvertently filtered into the spam/junk folder are identified and reviewed in a timely manner.

Licensee 1 submits Exhibit B of email in question found in Location 1's email account spam folder.

2. Supplemental Response to the Patient's June 26, 2026 Correspondence

After reviewing the patient's June 26, 2026 correspondence, Licensee 1 believes that it largely reiterates the allegations previously addressed in the original response.

Licensee 1 would respectfully clarify one point contained in the patient's letter. The patient states that Location 1 charged an additional fee to provide a written spectacle prescription. That is not accurate. The \$35 discussed with the patient was the fee for performing a refraction (CPT 92015), which is generally considered a non-covered service by Medicare. A written spectacle prescription is provided upon completion of the refraction in accordance with applicable law. Location 1 does not charge a separate fee for issuing the written prescription itself.

As explained in the original response, the patient was presented with two options regarding potential financial responsibility for the refraction. Under the second option, Location 1 offered to perform the comprehensive eye examination and the refraction without collecting the \$35 on the date of service. The claims would first be submitted to Medicare and then to Nevada Medicaid. Only if both insurers ultimately denied payment for the refraction would the patient later be responsible for the \$35 balance.

The patient declined that accommodation and indicated that he would not pay the charge even if both Medicare and Nevada Medicaid denied coverage. The patient then chose to leave the office before Licensee 1 performed any examination or treatment.

Accordingly, Licensee 1 respectfully maintains that the patient was **not refused care**. Rather, the examination did not occur because the patient elected not to proceed after declining both billing options that were offered. Licensee 1 and Location 1 made reasonable efforts to explain the patient's insurance benefits and to provide an accommodation that would have allowed the examination to proceed without any payment being collected on the date of service.

Licensee 1 submits this supplemental response for the Board's consideration and appreciates the opportunity to clarify the circumstances surrounding this matter.

Respectfully submitted,

Licensee 1

From:

Sent: Friday, June 26, 2026 11:20 AM

To:

Subject: complaint for prescription charges aand refuse eye exam

TO DR. [REDACTED]:

THIS IS TO INFORM YOU THAT according to Attorney General's Office:

Like

Dislike

In Nevada, eye doctors are legally required to provide prescriptions for glasses or contact lenses at no extra charge following an eye exam.

Your staff tried to get me to pay \$35 for a prescription yesterday which I was not informed of at the time of making appointment. This is an illegal practice stated both by NV Attorney General and Medicaid. Today a complaint was made with the Attorney General's office because your office manager, [REDACTED], would not wave the charge and said it's your policy. I did not get my eye examined. I understand that after today you be no longer at [REDACTED] any longer. However, I will pursue my claim against you and your corporation to make sure you stop this illegal practice. A formal letter is being mailed to you and your Registered agent: [REDACTED].

[REDACTED]

[REDACTED]

Customer

[REDACTED]

June 26, 2026

[REDACTED]

[REDACTED]

TO DR. [REDACTED] and [REDACTED]:

Please be advised that I am filing a claim and complaint regarding your business practices. On June 25, 2026, I had a 5:20 p.m. appointment at your [REDACTED] office for an eye exam for prescription glasses. I arrived approximately 50 minutes early to complete paperwork. I am 72 years old and have several disabilities and medical conditions, including blindness in my right eye, WPW heart disease, nerve damage in both legs from the 2017 Las Vegas mass shooting, and diabetes. I also travel by RTC Paratransit. At your office, I was asked for my insurance card. While removing it from my wallet, I told the receptionist that I only had NV Medicaid; however, she insisted on copying my Medicare card as well. I do not understand why this was done, as no other eyecare provider has ever requested or copied my Medicare card under similar circumstances.

After waiting for a while the manager, [REDACTED], asked if I like my eyes dilated and I said if there is no charge and necessary, yes. She also had a question about a digital exam at \$40 additional cost which I rejected. Later on the lady that had made the appointment and took my ID and insurance documents asked how I was going to pay for the \$35 prescription charge. I stated that I was not informed at the time of making the appointment that there was an out-of-pocket cost for a prescription. The manager apologized but said nothing can be done. She did not care that a 72 years old disabled

senior who traveled in 105-degree heat and could not afford to pay the charge had to now wait until 6:55 pm to return home by paratransit.

Please note that: In Nevada, it is not customary or legally allowed for an eye doctor to charge extra for a prescription after an eye examination. Both federal and state rules require optometrists and ophthalmologists to provide a written (or electronic) copy of your eyeglass or contact lens prescription immediately after the exam, at no extra cost *Nevada Attorney General*

I am requesting that you respond to this letter withing 10 days of receiving it.

Thank you.

[REDACTED]

Materials for Item No. 7

STATE OF NEVADA

JOE LOMBARDO
Governor



DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors

ADAM SCHNEIDER
Executive Director

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF OPTOMETRY

[Licensee1], O.D.
[Licensee1 email address]
via email only

Re: NSBO Complaint# 27-01
Patient: [Patient]

Dear Licensee:

This office received a complaint alleging that your care and treatment of the above-referenced patient may have been unprofessional as defined in Nevada Revised Statute (NRS) 636.295 and Nevada Administrative Code (NAC) 636.230. It alleges on 5/15/2026:

Issue 1- failure to deliver prescriptions; practice uses a clunky portal system. The login information provided didn't work and I had to try variations of it to ultimately gain access where I then found a string of numbers with no discernable definitions. The practice likely jammed in some sort of disclaimer in the mountains of paperwork shoved in my face with no where near adequate enough time to review and sign. I am of the opinion that my signature on any of them has come under duress.

Issue 2- the dilation procedure, arbitrarily dismissed by the doctor.

Pursuant to NRS 636.305(3), in order to determine whether or not there has been a violation of NRS/NAC 636, please provide a written response. **Failure to responsively address each of the above allegations could result in a determination that you agree with the above allegations.** Please include any further information you believe would be useful for the Board to make a determination in this matter.

Your reply to director@nvoptometry.org is due on or by the close of business **September 11, 2026**. If presented to the Board, this matter will be presented in a double-blind manner, i.e., the identity of yourself, your practice, and the patient will not be disclosed so as to allow an objective review of the allegations and response. **Therefore in your response refer to yourself as "Licensee 1," your practice as "Location 1," the patient as "patient," and do NOT place your response on your personal or office letterhead.**

The Nevada State Board of Optometry investigates all information received concerning possible violations of NRS/NAC 636. This letter is not to be construed as a determination as to whether or not there has been a violation of such laws until a thorough investigation is completed. This correspondence is sent pursuant to NRS 636.305(2) and NRS 636.310(3), and the accompanying subpoena is sent pursuant to NRS 636.141 and NRS 629.061(1)(g). As a licensee subject to an investigation, you are required by law to timely provide the requested information.

Please be advised that if any particular allegations referenced above did occur, and depending on the facts and circumstances, then you may have violated the law, specifically including but not limited to:

NRS 636.295(8) (unprofessional conduct in the practice of optometry);
NRS 636.295(13)(b) (The maintenance, availability or distribution of any medical record of a patient”); and
NAC 636.680 as amended by R066-19(43) (specifications for distribution of contact lens prescription), and

Respectfully,

/s/ Adam Schneider
Adam Schneider, Esq.
Executive Director

To the members of the Board:

This is my first complaint received from a patient to any Board in 13 years of practicing. It is my goal for our patients to have a positive experience with our office and feel well taken care of. I'm sorry this was not the case for this patient.

I would first like to apologize to the patient for the amount of paperwork – it is our best effort to communicate our office policies and financial policies with our patients consistently and completely. Of note, this patient has been seen with us in 2021, 2023, and in 2026. In each year, he was able to review and sign the paperwork acknowledging consent to an electronic portal delivery of the prescriptions. I would hope that he did not feel 'under duress' each year he signed the paperwork.

Regardless of this consent, we are always happy to provide the patient with a printed paper copy when requested. We deliver it by handing it to the patient, faxing or mailing. As our email system does not meet the HIPAA requirements for encryption, we use Crystal PM's integrated patient portal to deliver the digital copy of the prescription. I don't disagree that it's appearance is 'clunky,' and as with any program it might have a bug or glitch occasionally. We do our best to communicate with Crystal PM when these events occur so they may continue to improve it.

Included in this submission, you will see my employees efforts to try to deliver the patient's prescription to him in an alternative format. As of 08/04/2026, when this complaint was received, the patient had not picked up the hard copy of the prescription he requested.

I've included the patients examinations from both 2026 and 2023. In 2023 we performed a dilated retinal examination. In 2026, at the comprehensive examination, the patient declined the dilated retinal examination that was recommended. We had to order in contact lenses with his powers, and approximately 3 weeks later he presented for a contact lens dispensing appointment. It appears that it was his desire to have the dilation performed at that contact lens dispensing appointment, and I apologize for my oversight in his desire to complete that at that time. I do not believe he told me personally before we ended that appointment that he would like to have that portion done, otherwise I would have been happy to.

In our documented Weave conversations with the patient that I have included, the patient notes dissatisfaction that he was charged 'full price' even though he did not receive the dilation. As you will see from our itemized invoices, we do not charge extra for the dilation. The patient was paying out of pocket for his examination in 2026 without any vision insurance for a wellness exam, and we discounted the retinal screening image 100% to lessen the financial burden.

Please let me know if there is anything else I may provide that would provide clarity on this interaction.

Sincerely,

Licensee 1

COMPLAINTS

If you think that we have not properly respected the privacy of your health information, you are free to complain to us or the U.S. Department of Health and Human Services, Office for Civil Rights at 200 Independence Avenue, S.W., Washington D.C., 20201, or calling them at 877-696-6775. We will not retaliate against you if you make a complaint. If you want to complain to us, send a written complaint to: [REDACTED] Attn: HIPAA Compliance Coordinator. If you prefer, you can discuss your complaint in person or by phone.

FOR MORE INFORMATION

If you want more information about our privacy practices, call or visit us at any time.

or by mailing health information to a different address. We will accommodate these requests if they are reasonable, and if applicable, you pay us for any extra cost. If you want to ask for confidential communications, send a written request.

- Ask to see or to get photocopies of your health information. By law, there are a few limited situations in which we can refuse to permit access or copying. For the most part, however, you will be able to review or have a copy of your health information within 30 days. You may have to pay for photocopies in advance. If we deny your request, we will send you a written explanation, and instructions about how to get an impartial review of our denial if one is legally available. By law, we can have one 30-day extension for us to give you access or photocopies if we send you a written notice of the extension. If you want to review or get photocopies of your health information, send a written request.
- Ask us to amend your health information if you think that it is incorrect or incomplete. If we agree, we will amend the information within 60 days from when you ask us. We will send the corrected information to people who we know got the wrong information, and others that you specify. If we do not agree, you can write a statement of your position, and we will include it with your health information along with any rebuttal statement that we may write. Once your statement of position and/or our rebuttal is included in your health information, we will send it along whenever we make a permitted disclosure of your health information. By law, we can have one 30-day extension of time to consider a request for amendment if we notify you in writing of the extension. If you want to ask us to amend your health information, send a written request, including your reasons for the amendment.
- Get a list of the disclosures that we have made of your health information within the past six years (or a shorter period if you want). By law, the list will not include: disclosures for purposes of treatment, payment or health care operations; disclosures with your authorization; incidental disclosures; disclosures required by law; and some other limited disclosures. You are entitled to one such list per year without charge. If you want more frequent lists, you will have to pay for them in advance. We will usually respond to your request within 60 days of receiving it, but by law we can have one 30-day extension of time if we notify you of the extension in writing. If you want a list, send a written request to the office.
- Get additional paper copies of this Notice of Privacy Practices upon request. It does not matter whether you got one electronically or in paper form already. If you want additional paper copies, send a written request. If you pay for a service or health care item out-of-pocket in full, you can ask us not to share that information for the purpose of payment or operations with your health insurer. We will oblige unless a law requires us to share that information.

Records related to substance use disorder treatment are specially protected under federal law (42 CFR Part 2). We may use or disclose these records for treatment, payment, and health care operations as permitted by law. These records cannot be used or disclosed in civil, criminal, administrative, or legislative proceedings against you without your specific written consent or a court order.

ACKNOWLEDGEMENT

- The Federal Trade Commission, Title 16, Chapter 1, Sub-chapter D, parts 4-6 states that a copy of the patient's prescription/s must be available to them immediately following payment for all services rendered.
- _____ reserves the right to destroy medical records after five years of no appointment history, or five years after the age of eighteen, whichever is longer.

OUR NOTICE OF PRIVACY PRACTICES

By law, we must abide by the terms of this Notice of Privacy Practices until we choose to change it. We reserve the right to change this notice at any time as allowed by law. If we change this Notice, the new privacy practices will apply to your health information that we already have as well as to such information that we may generate in the future. If we change our Notice of Privacy Practices, we will post the new notice in our office, have copies available in our office, and post it on our Web site.

In some limited situations, the law allows or requires us to use or disclose your health information without your permission. Not all of these situations will apply to us; some may never come up at our office at all. Such uses or disclosures are:

- When a state or federal law mandates that certain health information be reported for a specific purpose;
- For public health purposes, such as contagious disease reporting, investigation or surveillance; and notices to and from the federal Food and Drug Administration regarding drugs or medical devices;
- Disclosures to governmental authorities about victims of suspected abuse, neglect or domestic violence;
- Uses and disclosures for health oversight activities, such as for the licensing of doctors; for audits by Medicare or Medicaid; or for investigation of possible violations of health care laws;
- Disclosures for judicial and administrative proceedings, such as in response to subpoenas or orders of courts or administrative agencies;
- Disclosures for law enforcement purposes, such as to provide information about someone who is or is suspected to be a victim of a crime, neglect or abuse; to provide information about a crime at our office; or to report a crime that happened somewhere else;
- Disclosure to a medical examiner to identify a dead person or to determine the cause of death; or to funeral directors to aid in burial; or to organizations that handle organ or tissue donations;
- Uses or disclosures for health related research;
- Uses and disclosures to prevent a serious threat to health or safety;
- Uses or disclosures for specialized government functions, such as for the protection of the president or high ranking government officials; for lawful national intelligence activities; for military purposes; or for the evaluation and health of members of the foreign service;
- Disclosures of de-identified information;
- Disclosures relating to workers compensation programs;
- Disclosures of a limited data set for research, public health, or health care operations;
- Incidental disclosures that are an unavoidable by-product of permitted uses or disclosures;
- Disclosures to business associates who perform health care operations for us and who commit to respect the privacy of your health information;

In instances where you are unable to tell us your preferences, for example if you are unconscious, we may share your information if we believe it is in your best interest. We may also share your information when needed to lessen a serious and imminent threat to health and safety.

Unless you object, we will also share relevant information about your care with your family or friends who are helping you with your eye care.

OTHER USES AND DISCLOSURES

We will not make any other uses or disclosures of your health information unless you sign a written authorization form. The content of an authorization form is determined by federal law.

If you sign an authorization form, you may revoke it at any time unless we have already acted in reliance upon it. Revocations must be in writing. Send them to: I

Attn: HIPAA Compliance Coordinator

YOUR RIGHTS REGARDING YOUR HEALTH INFORMATION

The law gives you many rights regarding your health information. You can:

- Ask us to restrict our uses and disclosures for purposes of treatment (except emergency treatment), payment or health care operations. We do not have to agree to do this, but if we agree, we must honor the restrictions that you want. To ask for a restriction, send a written request.
- Ask us to communicate with you in a confidential way, such as by phoning you at work rather than at home,

NOTICE OF PRIVACY PRACTICES

Phone: (---) ---

Fax: ---

Effective date of notice: April 23rd, 2024

This notice describes how medical information about you may be used and disclosed and how you can get access to this information. Please review this information carefully.

We are obligated by law to give you notice of our privacy practices. This Notice describes how we protect your health information and what rights you have regarding it.

TREATMENT, PAYMENT, AND HEALTH CARE OPERATIONS

The most common reasons why we use or disclose your health information is for treatment, payment or health care operations. Examples of how we use or disclose information for treatment purposes are: setting up an appointment for you; testing or examining your eyes; prescribing glasses, contact lenses, or eye medications and faxing them to be filled; showing you low vision aids; referring you to another doctor or clinic for eye care or low vision aids or services; or getting copies of your health information from another professional that you may have seen before us. Examples of how we use or disclose your health information for payment purposes are: asking you about your health or vision care plans, or other sources of payment; preparing and sending bills or claims; and collecting unpaid amounts (either ourselves or through a collection agency or attorney). Health care operations are defined as those administrative and managerial functions that we must do in order to run our office. Examples of how we use or disclose your health information for health care operations are: financial or billing audits; internal quality assurance; personnel decisions; participation in managed care plans; defense of legal matters; business planning; and outside storage of our records.

We routinely use your health information inside our office for these purposes without any special permission. If we need to disclose your health information outside of our office for these reasons, we usually will not ask you for special written permission.

We will ask for special written permission in the following situations: release of PHI (Protected Health Information) to any other entity that does not pertain to our offices, treatment, payment or health care operations. A separate release form will follow for you to sign approval for other adults to have access to your health information, materials or financial information. An example would be for a relative or friend to pick up your glasses or contacts on your behalf. We will also have a separate release form to be able to send your PHI. We will ask for a signed authorization form to send records to another office that is not part of a referral or communication we are making for your continued healthcare.

USES AND DISCLOSURES FOR OTHER REASONS WITHOUT PERMISSION

After your prescription has been finalized and you wish to switch lens brand or to colored lenses, additional fees will be assessed. Your insurance will not be billed for discontinued treatment and you will be responsible for evaluation fees for the doctor time.

Diagnostic lenses will not be provided after you are finalized. It is the your responsibility to monitor your supply, as diagnostic lenses are used for in office fitting purposes only.

New Wearers: In the beginning of lens wear it is normal if: Your eyes itch or feel a bit dry, one lens is more noticeable than the other, one eye sees better than the other, your vision is a little fuzzier than with glasses, you have trouble handling your lenses.

I acknowledge that I know how to apply, remove, and care for my lenses. I understand that failure to follow the training provided by _____ can result in eye irritation, eye infections, damage to my eyes, and possible loss of vision. It is helpful to "build up" the number of hours you wear the lenses during the day so your eyes can get used to the material gradually. For example, on your first day wearing your lenses for 4-6 hours, the next day wear for 6-8 hours. For most lenses you should not wear them for more than 12 hours a day.

Due to updates with our vendor, _____ will no longer accept or be able to return purchased boxes of contacts. We apologize for the inconvenience.

Your contact lens compliance agreement: I (the patient) understand that contact lenses are a medical device and I accept responsibility to carefully look for signs and symptoms of irritation in my eyes. If either eye becomes red or irritated I will remove the lenses and contact immediately. I understand that there is no contact lens that is FDA approved for water, bathing or swimming. I understand that the replacement schedule for my contacts begins when the package is opened. Finally, I clearly understand that I must keep scheduled follow up examinations as recommended by this office.

Printed Patient Name: _____

Patient Signature: _____ Date: 4-28-26

Signature of Responsible Parent or Guardian: _____

Cornea Evaluation for Soft Contact Lenses
Handling Agreement
(Please initial at the X)

New Wearer (Training & Follow ups)

X _____
Level 1 \$170
Level 2 \$190

Existing Wearer

X _____
Level 1 \$70
Level 2 \$100

Each follow up occurring 45 days after evaluation will be an additional \$50

****Evaluation fees do not include the cost of the lenses***

Patients must have a contact lens and corneal evaluation each year they plan on purchasing contact lenses. A corneal evaluation assesses if your eyes are healthy enough to continue with contact lens use and what lenses will provide the safest and healthiest conditions for your eyes. The contact lens portion of the evaluation takes the cornea evaluation into consideration and determines the best prescription for your next supply of contact lenses. This should be completed within 6 months of your routine eye exam to finalize your contact lens prescription. Any evaluation outside of this time period must be approved by the doctor. Contact lenses are a **medical device** which need to be monitored and updated like any other medical prescription. Professional follow up care is the most important element in successful long term lens wear along with good eye health.

X ☒ **These medical devices have been prescribed specifically for your eyes. Please do not change or substitute brands unless you check with your doctor first.**

X ☒ **You have 45 days from your initial evaluation to finalize your contact lens prescription.**

X ☒ **Diagnostic lenses will not be provided after you are finalized. It is the patients responsibility to monitor their supply, as diagnostic lenses are used for in office fitting purposes only.**

X ☒ **If it hurts to wear your lenses, remove them and contact our office immediately. In the event of pain, sensitivity to light, lasting foreign body sensation, discharge, unusually foggy/cloudy vision, or dislocation of the contact lens, please contact our office immediately and DO NOT WEAR lenses. None of the above are a normal part of contact lens wear.**

X ☒ **Please have your diagnostic lenses in your eye for a minimum of 2 hours prior to your follow up visit with the doctor. Do not use any re-wetting drops the day of the visit. Please wear your lenses even if you feel your vision is poor (unless you feel uncomfortable driving) so we may evaluate those lenses and correct the problem. Should you lose or damage one or both of your diagnostic lenses before your appointment, please call us prior to the appointment to arrange replacements. If you were finalized at the time of your initial exam, you are free to order lenses without returning for a follow up.**

collection monies owed including court costs, collection agency fees and attorney fees.

- All materials must be paid in full and picked up within 60 days of ordering. This includes both contact lenses and glasses. After 60 days, the items will be considered abandoned. Your materials will be donated to a local charity. You will still be responsible for all charges.
- Any prescription rechecks must be done within 90 days of the initial exam. A recheck after 90 days is subject to a visit fee.
- All frame, lens and contact lens sales are final. All our frames come with a one-year manufacturer's warranty for normal wear-and-tear. Warranties will be voided if any glue or tape is present on frames/lenses or if there is obvious abuse to the products. *All warranties are honored at the discretion of the manufacturer or lab, and fees may apply.*
- A 3% surcharge is automatically added for payments made via credit card. There is no surcharge for payment via cash, debit card, check, or gift card.
- We have a 10 minute *Late Policy*. If you are more than 10 minutes late to your scheduled appointment, you may be required to reschedule.
- Minors under 18 years of age **MUST** be accompanied by a legal guardian for all appointments. If a minor is present and a legal guardian is not at the appointment time, it will be considered a missed appointment.
- We understand that financial problems may affect timely payment. We encourage you to communicate any such problems to us so that we may assist you in keeping your account in good standing.

NO SHOW POLICY

We understand that circumstances arise that may prevent you from keeping your scheduled appointment at

However, missed appointments and last-minute cancellations disrupt our schedule and prevent us from serving other patients in need of care. To ensure the efficient operation of our practice and to provide the best service to all our patients, we have implemented the following No Show Policy:

- 1. Appointment Confirmation:** We will confirm your appointment with our HIPAA compliant automated program via phone, email, or text message prior to your scheduled visit. Please confirm your appointment at least 24 business hours in advance. If we are unable to reach you for confirmation, please contact our office to confirm your appointment.
- 2. Cancellation Policy:** If you need to cancel or reschedule your appointment, we kindly ask that you provide us with at least 24 business hours' notice. This allows us to offer your appointment time to another patient in need of care.
- 3. No Show and Late Cancellation Fee:** Failure to show up for your appointment without prior notification or canceling with less than 24 business hours' notice will result in a \$50 fee. This fee must be paid before scheduling any future appointments.
- 4. Repeated Offenses:** Multiple no-show or late cancellations may result in dismissal from our practice. We value all our patients and strive to provide the best care possible, but consistent disregard for our scheduling policies affects our ability to serve you and other patients effectively.

Signature _____

Date 4-28-26

THANK YOU!

(yo staff)

I hereby acknowledge review and receipt of HIPAA policies.

I hereby consent to the provision of care, diagnosis and/or treatment by the providers and staff at (

and I hereby acknowledge that such consent will remain in effect unless and until I cancel such consent in writing. For minors and disabled adults: the guardian/caregiver's signature will serve as consent.

Printed Patient Name _____ Date of Birth 4/12/78

Signature(patient or guardian) _____ Date 4/28/26

FINANCIAL AND OFFICE POLICIES

• Estimated payment for all services will be due at the time services are rendered. As a courtesy to you, it is a policy of _____ : will bill your insurance carrier, although you are ultimately responsible for the entire bill. As the responsible party, please understand:

Vision discount plans (ie. Vision Service Plan [VSP]) are designed for wellness visits where there is no medical-related complaint or diagnosis found. Medical complaints and diagnoses (ie. floaters, dryness, diabetic examinations, cataracts, macular degeneration, etc.) are billed to medical insurance. We will bill your examination to the appropriate insurance company or vision discount plan, when appropriate, which may change your expected out-of-pocket expenses as co-pays, deductibles, co-insurances vary. We will coordinate benefits between the two insurances when possible. The doctor or technician may administer additional procedures that may not be covered by your insurance thereby leaving a balance you are responsible for.

• Retinal imaging is performed on every patient as part of our standard of care to ensure a comprehensive evaluation of eye health. This advanced screening provides a detailed view of the back of the eye, aiding in the early detection of eye conditions and systemic health issues. The fee for this service is \$39 and is typically not covered by insurance plans. This fee is incorporated into our self-pay exam price. If a medical indication warrants retinal imaging, we may order testing through your medical insurance. Coverage is subject to your insurance plan's policies and may vary.

• Your insurance policy is a contract between you, and/or your employer and the insurance company. We are not party to that contract. Our relationship is with you, not your insurance company. We will not become involved in disputes between you and your insurer. As your provider, we will only supply factual information to facilitate claim processing.

• Estimated fees for services, which include unpaid balances, deductibles, and co-payments, are *due at the time of service*. Returned checks and unpaid balances will be subject to collection placement and additional fees.

• All charges are your responsibility, whether your insurance company pays or does not pay. If your insurance carrier does not remit payment within 60 days, the balance will be due in full from you. If any payment is made directly to you for services billed by _____ , you recognize an obligation to promptly remit payment to _____ .

• You understand and agree that if you fail to make any of the payments for which you are responsible and if your account is placed in either collection or with an attorney's office, then you are responsible for all costs on

Welcome, thank you for choosing our office for your eye care needs.		Today's Date: <u>4-28-26</u>	
Patient Full Legal Name: _____		Preferred Nickname: _____	
Mailing Address: _____		City: _____	State: <u>NV</u> Zip: _____
Social Security Number: _____		Date of Birth: <u>4/28/26</u>	Gender: ☒ M ☐ F
Race: _____ Ethnicity: Hispanic/Latino Non-Hispanic Native Hawaiian/Pacific Islander			
Cell Phone: _____		Ok to Text? Y N Email Address: _____	
Home Phone: _____		Preferred Method of Contact? -Telephone -Email <u>-Text</u>	
Employer/Occupation: <u>CAVE - DUMK92</u>		Preferred Language: _____	
Insurance Information		Primary Care Physician Information	
Please include insurance company name, policy number:		Office or PCP Name: _____	
Vision Insurance: <u>NONE</u>		Phone Number: _____	
Medical Insurance: _____		Address: _____	
Primary or Subscriber Information Responsible for Insurance			
If patient is a minor or covered under the policy of a spouse, partner, parent, or guardian please complete:			
Guarantor's Name: _____		Social Security Number: _____	
Address: _____		DOB: _____	
Employer & Occupation: _____		Phone: _____	
Responsible Party for Minors or Patients under a Caregiver, Homecare Facility or Social Worker			
Name and Relationship: _____			
DOB: _____			
Phone number: _____			
Name and Relationship: _____			
DOB: _____			
Phone number: _____			
The following individuals may have access to my PHI/ePHI, pick up glasses, or contacts on my behalf:			
Name, DOB and Relationship: _____			
Name, DOB and Relationship: _____			
		Office use: <u>40</u>	

INVOICE: 89658

CPT CODE	TRANSACTION DESCRIPTION	AMOUNT	PAT BAL
99241	Follow up-no charge	0.00	

To access your Patient Portal visit the website:

m and click the link for Patient Portal.

Username: 3

Password is your DOB:MMDDYYYY

All sales are final. Please pay by check, visit our office, or call at

Reissuing of refund checks are subject to a stop check fee.

Glasses purchased at our office come with an included Care & Maintenance Package, which included nose pad replacements and adjustments. Patients choosing to purchase eyewear elsewhere may purchase this package from our office for a fee. If your exam and glasses are being billed to insurance companies or discount vision plans the amount you are paying today is our best estimate on the amount due based on the information your insurance provides us. If additional money is owed you will be sent a bill.

DETACH AND RETURN LOWER PORTION WITH PAYMENT

PAST DUE	0 - 30	31 - 60	61 - 90	90 - 119	120+
	0.00	0.00	0.00	0.00	0.00

PATIENT:

PROVIDER:

DATE OF SERVICE: 05/15/2026

INVOICE: 89658

Scan To Make Payment



PLEASE PAY THIS AMOUNT	0.00
PENDING INSURANCE	0.00
ACCOUNT BALANCE	0.00

INVOICE: 88826

Due upon receipt.

CPT CODE	TRANSACTION DESCRIPTION	AMOUNT	PAT BAL
92250	Retinal Screening	39.00	39.00
S0620	Routine Exam- New	160.00	160.00
92310	Contact Lens Eval- Level 2	100.00	100.00
04/28/2026	Patient - Discount 100% for 92250-52 Screening(92250): Courtesy Discount	-39.00	-39.00
04/28/2026	Patient - Credit Card VISA [0446] 12/26 [DEBIT] Crystal Payments	-260.00	-260.00

nd click the link for Patient Portal.

To access your Patient Portal visit the website: f
Username: Y_56933
Password is your DOB:MMDDYYYY

All sales are final. Please pay by check, visit our office, or call at ,

Reissuing of refund checks are subject to a stop check fee.

Glasses purchased at our office come with an included Care & Maintenance Package, which included nose pad replacements and adjustments. Patients choosing to purchase eyewear elsewhere may purchase this package from our office for a fee. If your exam and glasses are being billed to insurance companies or discount vision plans the amount you are paying today is our best estimate on the amount due based on the information your insurance provides us. If additional money is owed you will be sent a bill.

DETACH AND RETURN LOWER PORTION WITH PAYMENT

PAST DUE	0 - 30	31 - 60	61 - 90	91 - 120	120 +
	0.00	0.00	0.00	0.00	0.00

PROVIDER: -

PATIENT:
DATE OF SERVICE: 04/28/2026
INVOICE: 88826

Scan To Make Payment

PLEASE PAY THIS AMOUNT	0.00
PENDING INSURANCE	0.00
ACCOUNT BALANCE	0.00

you do not wish to move forward with contacts, please give us a call at
[REDACTED] Thank you and have a great day!" -AR"
04/28/2026, "Uploaded SP RX to Portal // .."

07/29/2026,"Pt texted via weave: " Prepare my contact lens and eyeglass prescriptions on paper in clear writing and language for in person pickup."

Pt then sent an image of an AI summary thorough google of patient rights in regards to requesting a CL and gls RX.

I texted back, "Hello ! This is Kris with . I have that glasses and contact lens prescription printed for you. You can pick them up at the front desk. Thank you!"- KCM"

07/29/2026,"Printed Spec and CL RX Prescription --KCM 10:03 AM"

06/01/2026,"I called pt to go over texts messages he sent this am. I let him know that Dr. is out of the office today, but I spoke with another doc. He said that the lens he got in office got a small knick in it within 3 days of receiving, but this morning it fully ripped in half in his eye and he had to fish is out. I apologized and said to him that we can either finalize him in previous brand with new powers, also advised that doc was likely switching brands due to phase out, and offered refit into a new lens. Patient said that overall comfort was fine with this new brand. I tried to explain that this may not be the brand for him since he experienced the knick and tear, but patient wanted to stay with new brand. Pt asked what would happen if this happens again. I advised that they few times I have experienced similar, the manufactors want to investigate the lens for defects and will provide replacement. He said that he wants to stay with the new. I advised that the replacement process I laid out is only for lenses purchased with us, if he purchases elsewhere, he would need to reach out to them for replacements. Pt asked me to read off rx, I advised I couldn't do that, but I can mail, provide portal info (he said he still had the paper with login info), fax to another office or store, or he could pick up rx. Pt said he will use portal. I brought up the dfe and offered to sched. Pt declined said that he cannot not take any more time off of work and he is just frustrated that it was "stressed to him about the importance with his condition" and that when he came back in for it, it was just brushed off and forgotten about. I apologized to patient. HW(sent arrellio quote)"

06/01/2026,"Pt texted 6/1/2026 6:55am "I'd like a different contact lens selection. And please mail me both prescriptions. This whole process of prescription available through our app only should have been disclosed up front when the appointment was made."

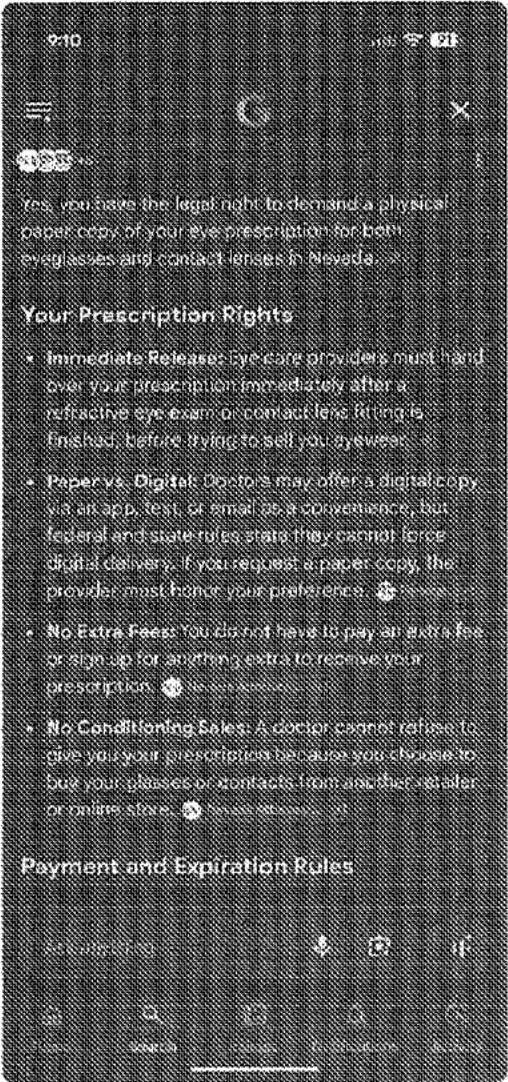
"Contact lenses also shouldn't rip when rubbing one's eye"
"Furthermore, thank you for being the practice that decided I wasn't doing the dilation, that was a practice decision, not a patient decision yet the full price is charged.""

05/28/2026,"pt texted "Have not received either of my prescriptions. I should have received them both weeks ago. Unacceptable!" after hours on 5/27/26. I called pt and left a vm, but also texted "Hi , I am sorry for any frustration you have experienced. We uploaded both you glasses and contact lens prescriptions to your portal on the day of your visits. I will send your the login information incase you need that again. If you would like us to also mail the prescriptions to the address we have on file, we can do that as well, please just reply letting us know. Portal Link: <https://> and gave login/password info. hw Pt replied "Thank you. I didn't realize that's where I would find them, simple misunderstanding."

I responded "I am glad we were able to resolve that. Please let us know if you need anything else. Have a great day!"hw"

05/15/2026,"Uploaded to Portal CL RX Prescription --, 2:15 PM"

05/08/2026,"Texted "Hello , this is R , we are reaching out to get you scheduled for a contact lens dispensing appointment. To get scheduled or if



7/29/25, 9:10 AM

Hello This is Kris with I have that glasses and contact
lens prescription printed for you. You can pick them up at the front desk. Thank you!

Office 7/29/25, 10:04 AM

TB I'd like a different contact lens selection. And please mail me both prescriptions. This whole process of prescription available through our app only should have been disclosed up front when the appointment was made.

6/1/26, 6:55 AM

TB Contact lenses also shouldn't rip when rubbing one's eye

6/1/26, 6:55 AM

Thank you for texting! our office is currently closed, but we will respond as soon as we can! If you are looking to schedule your annual wellness exam, please use the link below to schedule online: <https://wv3.io/VmPieUCQ>

Reply STOP to unsubscribe.

Auto-Message:

26, 6:55 AM

TB Furthermore, thank you for being the practice that decided I wasn't doing the dilation, that was a practice decision, not a patient decision yet the full price is charged.

6/1/26, 6:55 AM

TB Prepare my contact lens and eyeglass prescriptions on paper in clear writing and language for in person pickup.

7/9/26, 9:10 AM

Hello! Thank you for confirming. We look forward to seeing you on May 15th at 2 PM.

Office: 5/13/26, 2:48 PM

Hello Tim, this is [REDACTED]. We wanted to remind you of your appointment today, May 15th at 2:00 PM. We look forward to seeing you!
Things to know before your upcoming appt.: [https://\[REDACTED\]](https://[REDACTED])

Reply STOP to unsubscribe.

Auto-Message: 5/15/26, 12:15 PM

Have not received either of my prescriptions. I should have received them both weeks ago. Unacceptable!

5/27/26, 8:13 PM

Thank you for texting [REDACTED] - our office is currently closed, but we will respond as soon as we can! If you are looking to schedule your annual wellness exam, please use the link below to schedule online. [https://\[REDACTED\]](https://[REDACTED])

Reply STOP to unsubscribe.

Auto-Message: 7/26, 8:14 PM

Hi Tim, I am sorry for any frustration you have experienced. We uploaded both your glasses and contact lens prescriptions to your portal on the day of your visits. I will send you the login information in case you need that again. If you would like us to also mail the prescriptions to the address we have on file, we can do that as well, please just reply letting us know. Portal Link: [https://\[REDACTED\]](https://[REDACTED])

Holly: 8/26, 9:42 AM

Username: [REDACTED] and Password is your DOB: mmddyyyy

Holly: 8/28/26, 9:43 AM

Thank you. I didn't realize that's where I would find them, simple misunderstanding.

8/28/26, 10:15 AM

I am glad we were able to resolve that. Please let us know if you need anything else. Have a great day!

Holly: 8/28/26, 10:26 AM

Hello T, this is [REDACTED]. Our records show you are overdue for an appointment. Please call our office at [REDACTED] 7 to make an appointment. Thank you! Use this link to schedule! [https://\[REDACTED\]](https://[REDACTED])

Reply STOP to unsubscribe.

Auto-Message: (

3/9/25, 11:29 AM

Hello T, this is [REDACTED]. Our records show you are overdue for an appointment. Please call our office at [REDACTED] 7 to make an appointment. Thank you! Use this link to schedule! [https://\[REDACTED\]](https://[REDACTED])

Reply STOP to unsubscribe.

Auto-Message:

3/4/26, 11:25 AM

Hi T, please reply "confirmed" or call us to reschedule for your appointment on Tuesday, April 28th at 9:40 AM with [REDACTED]. Please update your required paperwork with this link! [https://\[REDACTED\]](https://[REDACTED])

Things to know before your upcoming appt.: [https://\[REDACTED\]](https://[REDACTED])

Reply STOP to unsubscribe.

Auto-Message: (

4/24/26, 11:06 AM

TB Confirmed

T S:

4/24/26, 12:55 PM

Hello T, this is [REDACTED]. We wanted to remind you of your appointment today, April 28th at 9:40 AM. We look forward to seeing you! Things to know before your upcoming appt.: [https://\[REDACTED\]](https://[REDACTED])

Reply STOP to unsubscribe.

Auto-Message: (

28/26, 8:09 AM

Hello [REDACTED], this is [REDACTED]. We are reaching out to get you scheduled for a contact lens dispensing appointment. To get scheduled or if you do not wish to move forward with contacts, please give us a call at [REDACTED] 7. Thank you and have a great day!

Office:

5/8/26, 11:26 AM

TB Confirming for 5/15 at 2p

Tir S:

5/13/26, 2:47 PM

Please reply "confirmed" or call us to reschedule for your appointment on Thursday, March 23rd at 3:00 PM. Please call us to reschedule if you or anyone in your household is ill. -.

NOW AVAILABLE-View our frames online: [https://\[REDACTED\]](https://[REDACTED])

Reply STOP to unsubscribe.

Auto-Message: (7

3/21/23, 11:09 AM

TB

Confirmed

3/21/23, 11:45 AM

Hello [REDACTED], this is [REDACTED]. We wanted to remind you of your appointment today, March 23rd at 3:00 PM. Please check in 10 mins before. If you are more than 10 mins late, you may be required to reschedule your appoint.

Reply STOP to unsubscribe.

Auto-Message:

3/23/23, 1:00 PM

Hello [REDACTED], congratulations on your recent contacts! We hope you can see better than ever! If you need any adjustments, please let us know! -

Reply STOP to unsubscribe.

Auto-Messag

4/6/23, 11:00 AM

Hello [REDACTED], this is [REDACTED]. We are. Your contacts order just arrived! We are available for pick ups Monday - Friday from 8am - 5pm. Please visit our website for exceptions. Sign in at our kiosk when you arrive. [www.\[REDACTED\].n](http://www.[REDACTED].n)

Reply STOP to unsubscribe.

Auto-Message. .

7/25/23, 11:53 AM

Hello [REDACTED], this is [REDACTED]. Our records show you are almost due for an appointment. Please call our office at [REDACTED] to make an appointment. Thank you! Use this link to schedule! [https://\[REDACTED\]](https://[REDACTED])

Reply STOP to unsubscribe.

Auto-Message:

7/15/24, 11:21 AM

Hello Timothy, this is [REDACTED]. Our records show you are due for an appointment. Please call our office at [REDACTED] to make an appointment. Thank you! Use this link to schedule! [https://\[REDACTED\]](https://[REDACTED])

Reply STOP to unsubscribe.

Auto-Message: (

8/13/24, 11:34 AM

rescription

page 1 of 1

Spectacle Rx 1

OD Sphere
-6.50

Cylinder
.2.25

Axis
002

Vert Prism

Hori Prism

Add

Seg Ht

Dist PD

Mono PD

OS -8.25

-1.75

172

Near PD

Notes: Transitions, Single Vision, Distance Only

Contact Lens Rx 1

X Disposable

X Sphere

Manufacturer

Series

Base Curve

Diameter

Sphere

Time

OD

OS

Notes:

page 1 of 1

X Meds Reconciled

X NKDA

X No meds

(By checking this box, you agree that Crystal was used to determine proper resource)

Ret Exam	Yes	Comm to Diabetes PCP:	Ht: ft	in	Wt: lbs	Smoking St	Current every day smoker
ONH Eval	Yes	HBA1C 0.00				Advise Quit	Yes
						BP	/

Ret Exam Type Dilated retinal eye exam with interpretation by an ophthalmologist or optometrist documented and reviewed

OD C/D H 0.30 V 0.30 # Linked Images
OS C/D H 0.30 V 0.30

Relationship - Disease or Condition
Empty List -

Type - Plan

MU Measures Outside Of Crystal

- Medication Orders
- Lab Orders
- Radiology Orders
- Imaging Orders (non-Radiology)

Dx Code	Description	Bill ID	CPT	Description
H52.13	Myopia, bilateral	CL Eval	Ivl 2 92310	Contact Lens Eval- Level 2
H52.223	Regular astigmatism, bilateral	S0621	S0621	Routine Exam- Est

AOA MORE (smoking)

Tobacco Use
Smokes tobacco daily
(finding)
Tobacco Use Screening
Tobacco smoking status NHIS
Tobacco Use Cessation Counseling
Smoking cessation education (procedure)

AOA MORE (smoking)

[illegible]

Addendum:

Electronically signed by: A & P 03/14/2023

page 1 of 2

ASSESSMENT

Dx Code	Description	Diabetes	Macula	Lens	Conj	Lids	Corne
A H52.13	Myopia, bilateral						
B H52.223	Regular astigmatism, bilateral						
C							
D		Retina					
E							
F			Glaucoma				
G				Vitreous			
H							
I							
J					Other		
K							
L							

PLAN

Notes Transitions, Single Vision, Distance Only

- A RTC CL DA
- B Patient to return in 12 months for Annual Exam.
- C Final spectacle Rx prescribed
- D
- E
- F
- G
- H
- I
- J
- K
- L

Return Visit 1 Year

Reason: Complete Eye Exam

BILLING

Bill ID	CPT	Description
1 CL Eval lvl 2	92310	Contact Lens Eval- Level 2
2 S0621	S0621	Routine Exam- Est
3		
4		
5		
6		

NP EP

Initiation of Diagnosis and Treatment Plan (92004 and 92014 ONLY)

Medical Decision Making (992xx Exams ONLY)

Patient Risk Category (992xx Exams ONLY)

Diagnostic or Treatment Services

Diagnostic or Treatment Services

PQRS BILLING

L Exam
Electronically signed by: 03/14/2023

page 1 of 1

ANTERIOR SEGMENT				DROPS			
OD Ocular adnexa and nodes are normal		Adnexa	Ocular adnexa and nodes are normal	OS	D1 0.5% Proparaca		
OD Eyelids and lashes are clean, healthy and free of defects		Lids/Lashes	Eyelids and lashes are clean, healthy and free of defects	OS	Time 02:33 P		
OD Healthy and white		Bulb Conj	Healthy and white	OS	D2 1% tropicamide		
OD Clear		Palp Conj	Clear	OS	Time 02:33 F		
OD Adequate		Tear Meniscus	Adequate	OS			
OD Corneal epithelium, stroma and endothelium are clear and healthy		Cornea	Corneal epithelium, stroma and endothelium are clear and healthy	OS	Reason: patient was side-effect drops.		
OD Deep and quiet		Ant Chamber	Deep and quiet	OS			
OD 1:1, grade 4		Angles	1:1, grade 4	OS	IOP1		
OD Healthy, normal anatomy, and convexity		Iris	Healthy, normal anatomy, and convexity	OS	IOP Method iCare		
OD Cortex and nucleus are normal for age		Lens/IOL	Cortex and nucleus are normal for age	OS	IOP OD 10		
Notes					IOP OS 11		
POSTERIOR SEGMENT							
OD Clear for age	X 90D	X BIO	X 20D	OS	Time 02:27 PM		
OD Good rim tissue, well perfused		Vitreous	Clear for age	OS			
OD OD C/D H 0.30 V 0.30		Optic Nerve	Good rim tissue, well perfused	OS	IOP Hx *read only		
OD Healthy macula, with no edema or degenerative pigmentation		C/D Ratio	H 0.30 V 0.30 OS C/D	OS	IOP1 Date - Method		
OD Clear, 2/3 A/V ratio		Macula	Healthy macula, with no edema or degenerative pigmentation	OS			
OD (-) holes tears RD to extent seen		Vessels	Clear, 2/3 A/V ratio	OS			
OD Healthy peripheral retinal structures and vasculature		Retina	(-) holes tears RD to extent seen	OS	IOP2 Date - Method		
Notes		Periphery	Healthy peripheral retinal structures and vasculature	OS			
				OS			

DIAGNOSIS PREVIEW

Dx Code	Description	Ret Exam	Ret Exam Type
A H52.13	Myopia, bilateral	Yes	Dilated retinal eye exam with interpretation by an ophthalmologist or optometrist documented and reviewed
B H52.223	Regular astigmatism, bilateral	ONH Eval	
C		Yes	
D			
E			
F			
G			
H			
I			
J			
K			
L			

Addendum:



Electronically signed by CL 03/14/2023

page 2 of 2

X 20/
X 20/

Material Type
Addendum:

Electronically signed by: 03/14/2023

FINAL GLASSES RX

	Sphere	Cylinder	Axis
OD	-6.50	-2.25	X 002
OS	-8.25	-1.75	X 172
Notes	Transitions, Single Vision, Distance Only		

AUTO KERATOMETER

OD	40.75	@ 6	/ 43.50	@ 96
OS	41.50	@ 172	/ 43.50	@ 82

PREVIOUS CONTACT LENS CORRECTION

	Manufacturer	Series	Material	BC	Power	Cyl	Axis	Add	Tint	
OD	ALCON LABORATORIES INC	AirOptix Plus Hydra for Astig	8.7	14.5	-5.75	-2.25	X 180	0.00	Clear	O
OS	ALCON LABORATORIES INC	AirOptix Plus Hydra for Astig	8.7	14.5	-7.50	-0.75	X 170	0.00	Clear	O

Notes Toric

	OR VA	Good Fit
OD		
OS		

CONTACT LENS HISTORY

TRIAL 1

	Manufacturer	Series	BC	Diam	Sphere	Cyl	Axis	Add	Tint	DVA
OD	ALCON LABORATORIES INC	AirOptix Plus Hydra for Astig	8.7	14.5	-5.75	-2.25	X 180	0.00	Clear	20/
OS	ALCON LABORATORIES INC	AirOptix Plus Hydra for Astig	8.7	14.5	-7.50	-1.25	X 170	0.00	Clear	20/

	OR VA	Good Fit	Notes order dx lenses, need DA then finalize
OD			
OS			

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

TRIAL 2

Manufacturer	Tint	DVA
	X	20/
	X	20/

	OR VA	Good Fit
OD		
OS		

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

TRIAL 3

Manufacturer	Tint	DVA
	X	20/
	X	20/

	OR VA	Good Fit
OD		
OS		

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

FINAL CL RX

Manufacturer	DVA
--------------	-----

Electronically signed by: s

Refraction
03/14/2023

page 1 of 1

PREVIOUS GLASSES CORRECTION

	Power	Cylinder	Axis
OD	-6.25	-2.75	X 004
OS	-8.75	-0.75	X 166

DVAse	PH	NVAse	DVAce	PH	NVAce
			20/ 25		20/ 40
			20/ 30		20/ 40

PREVIOUS GLASSES CORRECTION 2

Sphere	Cylinder	Axis
		X
		X

DVAse	PH	NVAse	DVAce	PH
			20/	
			20/	

AUTO REFRACTION

	Sphere	Cylinder	Axis
OD	-6.75	-2.75	X 006
OS	-9.00	-2.00	X 163

AUTO KERATOMETER

VAsc	OD	@	/	OS	@	/
	40.75	6	43.50	41.50	172	43.50
			@ 96			@ 82

RETINOSCOPY

Sphere	Cylinder	Axis
		X
		X

MANIFEST REFRACTION

	Sphere	Cylinder	Axis	Add
MR OD	-6.50	-2.00	X 179	0.00
MR OS	-7.75	-1.75	X 174	0.00

DVA	NVA	BXC
20/ 25		0.00
20/ 20	OU 20/ 20	

CYCLOPLEGIC AUTO REFRACTION

Sphere	Cylinder	Axis	VAsc
		X	
		X	

CYCLOPLEGIC RETINOSCOPY

Sphere	Cylinder	Axis
		X
		X

CYCLOPLEGIC MANIFEST REFRACTION

Sphere	Cylinder	Axis
		X
		X

DVA	NVA

FINAL GLASSES RX

	Sphere	Cylinder	Axis
OD	-6.50	-2.25	X 002
OS	-8.25	-1.75	X 172

FINAL GLASSES RX 2

Sphere	Cylinder	Axis

Notes Transitions, Single Vision, Distance Only

Eyeglass Correction Wear
Recommendations

Eyeglass Correction Wear
Recommendations

Addendum:

PreTest

page 1 of 1

Electronically signed by: 03/14/2023

BP	/	Ht:	ft	in	Wt:	lbs
Neuro Oriented x 3		Psych Normal affect/mood				
IOP1		IOP2				
IOP Method iCare						
IOP OD 10						
IOP OS 11						
Time 02:27 PM						
PRETESTS						
Confrontations OD Full		Versions OD Unrestricted Smooth				
OS Full		OS Unrestricted Smooth				
Pupils OD PERRL		Direct	Normal	Consensual	Normal	APD Negative
Pupils OS PERRL		Direct	Normal	Consensual	Normal	APD Negative
NPC TTN						
ALIGNMENT						
CT @ Dist horizontal		CT @ Near horizontal		Amount for Specs		
Ortho		Ortho		V Prism		H Prism
@ Dist vertical		@ Near vertical				
Ortho		Ortho				
VERGENCES						
Blur		Break	Recovery	Blur	Break	Recovery
Dist		Near				
Phorias Dist		Near				
NOTES						
Addendum:						

Electronically signed by: Medical Hx
h 03/14/2023

page 1 of 1

PATIENT MEDICAL HISTORY

Diabetes None

HBA1C 9.00

Hypertension None

High Cholesterol None

Thyroid None

Cardiovascular None

Cancer None

Other None

REVIEW OF SYSTEMS

General None

Ear, nose and throat None

Cardiovascular None

Respiratory None

Genital, kidney and bladder None

Muscles, bones and joints None

Gastrointestinal None

FAMILY MEDICAL HISTORY

Diabetes GF

Hypertension F, GF, GF

High Cholesterol None

Thyroid F

Cardiovascular None

Other None

Skin None

Neurological None

Psychiatric None

Endocrine None

Blood/lymph None

Allergic/immunologic None

X Systems reviewed by doctor

MEDICATIONS, ALLERGIES & OTHER HISTORY

Prescribed Date - Medication Name - Status - Form
- Empty List - -

PATIENT REPORTED/OTHER

Medications None other than those listed

Vitamins None other than those listed

X No meds

OTC None other than those listed

Status - Allergy Agent - Reaction - Severity
- Empty List - -

Allergies None other than those listed

X NKDA

X Meds Reconciled

Primary Care Physician Pinkston, Catherine

Injuries, Surgeries, Hospitalization None

Notes None

X History Reviewed by Dr

SOCIAL HISTORY

Occupation Plumber

Smoking Status Current every day smoker

Advise Quit Yes

Addendum:

Electronically signed by: CC
h 03/14/2023

page 1 of 1

CHIEF COMPLAINT

Tech Smith

Reason for visit Comprehensive exam

Primary Pt presents for a comprehensive exam. Blur distance and near w/o Rx on

HPI

HPI

REVIEW OF OCULAR SYSTEM

Ocular History Glasses

Ocular Surgery None

Eye Meds/Drops None

Last Exam Date 01/19/2021 Doctor (primary doctor)

X Established Patient

Primary Vision Correction Contacts - Soft

FAMILY OCULAR HISTORY

Glaucoma None

Blindness None

Macular Degen None

Retinal Detach None

Crossed / Lazy None

Addendum:

Medical Records For :
Date of Birth : t
Date of Service : 03/14/2023
Electronically signed by : 03/14/2023
Tabs Filled Out : CC [pages:1]
: Medical Hx [pages:1]
: PreTest [pages:1]
: Refraction [pages:1]
: CL [pages:2]
: Exam [pages:1]
: A & P [pages:2]
: ARRA [pages:1]
: Prescription [pages:1]

Electronically signed by: [REDACTED] Description page 1 of 1
03/23/2023

Spectacle Rx I	Sphere	Cylinder	Axis	Vert Prism	Hori Prism	Add	Seg Ht	Dist PD	Mono PD
OD									
OS								Near PD	

Notes:

Contact Lens Rx I									
X Disposable	X Toric								
Manufacturer	Series	Base Curve	Diameter	Sphere	Cylinder	Axis	Tint		
OD ALCON LABORATORIES INC	AirOptix Plus Hydra for Astig	8.7	14.5	-5.75	-2.25	180	Clear		
OS ALCON LABORATORIES INC	AirOptix Plus Hydra for Astig	8.7	14.5	-7.50	-1.25	170	Clear		
Notes:	Soft, Toric								

ARRA

page 1 of 1

Electronically signed by:

03/23/2023

Status - Allergy Agent - Reaction - Severity

- Empty List - -

X Meds Reconciled

X NKDA

Prescribed Date - Medication Name - Status - Form

- Empty List - -

X No meds

Date - Type - Primary - Status - Code - Problem - Code System - Null/Flavor - Value Set - Start Date - End Date - Diagnosis Date - Notes

(By checking this box, you agree that Crystal was used to determine proper resource)

Ret Exam Yes

Comm to Diabetes PCP:

Ht: ft in Wt: lbs

HBA1C 0.00

BP /

OD C/D H V

OS C/D H V

Linked Images

Relationship - Disease or Condition

Empty List -

MU Measures Outside Of Crystal

Medication Orders

Lab Orders

Radiology Orders

Imaging Orders (non-Radiology)

Type - Plan

Bill ID	CPT	Description
99241	99241	Follow up-no charge

AOA MORE (smoking)

AOA MORE (smoking)

Bill ID - CPT - Bill Description - Modifier Code - Modifier Description

Addendum:

Electronically signed by 03/23/2023

page 1 of 2

ASSESSMENT

A	Diabetes	Macula	Lens	Conj	Lids	Corne
B						
C						
D	Retina					
E						
F		Glaucoma				
G						
H			Vitreous			
I						
J					Other	
K						
L						

PLAN

Notes Soft, Toric

- A CL Rx dispensed
- B
- C
- D
- E
- F
- G
- H
- I
- J
- K
- L

Return Visit 1 Year

Reason: full

BILLING

Bill ID	CPT	Description
1 99241	99241	Follow up-no charge
2		
3		
4		
5		
6		

NP EP

Initiation of Diagnosis and Treatment Plan
(92004 and 92014 ONLY)

Medical Decision Making
(992xx Exams ONLY)

Patient Risk Category
(992xx Exams ONLY)

Diagnostic or Treatment Services

Diagnostic or Treatment Services

PQRS BILLING

page 1 of 2

03/23/2023

AUTO KERATOMETER

Sphere Cylinder Axis

PREVIOUS CONTACT LENS CORRECTION

Manufacturer	Series	Material	BC	Add	Tint
			X		O
			X		O

OR VA Good Fit

OD

OS

CONTACT LENS HISTORY

TRIAL 1

[illegible]

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

TRIAL 2

Manufacturer	Tint	DVA
X	20'	
X	20'	

OR VA Good Fit

OD

OS

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

TRIAL 3

Manufacturer	Tint	DVA
	X	20/
	X	20/

OR VA Good Fit

OD

OS

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

FINAL CLR X

Manufacturer	Series	BC	Diam	Sphere	Cyl	Axis	Add	Tint	DVA
OD ALCON LABORATORIES INC	AirOptix Plus Hydra for Astig	8.7	14.5	-5.75	-2.25	X 180	0.00	Clear	20/ 30-
OS ALCON LABORATORIES INC	AirOptix Plus Hydra for Astig	8.7	14.5	-7.50	-1.25	X 170	0.00	Clear	20/ 25

Notes Soft, Toric

Material	Type
----------	------

Electronically signed by: 03/23/2023

page 1 of 1

CHIEF COMPLAINT

Tech Aubrie & Katey

Reason for visit CL DA

Primary CLs Dispensing appointment for air optix plus hydraglyde for astigmatism lenses.

HPI

HPI

REVIEW OF OCULAR SYSTEM

FAMILY OCULAR HISTORY

Addendum:



Medical Records For :
Date of Birth :
Date of Service : 03/23/2023
Electronically signed by : 03/23/2023
Tabs Filled Out : CC [pages:1]
: CL [pages:2]
: A & P [pages:2]
: ARRA [pages:1]
: Prescription [pages:1]

page 1 of 1

	Sphere	Cylinder	Axis	Vert Prism	Hori Prism	Add.	Seg Ht	Dist PD	Mono PD
OD									
								Near PD	
OS									

Notes:

Contact Lens Rx 1

X Disposable

X Toric

Manufacturer	Series	Description
OD Alcon (CibaVision)	Total30 for Astigmatism (6pk)	8.6 14.5 -6.50 -1.75 180 Visibility Tint
OS Alcon (CibaVision)	Total30 for Astigmatism (6pk)	8.6 14.5 -8.00 -1.75 170 Visibility Tint
Notes:	Soft, Toric	

Electronically signed by: ARRA 05/15/2026 page 1 of 1

Status - Allergy Agent - Reaction - Severity
- Empty List - -

X Meds Reconciled

X NKDA
Prescribed Date - Medication Name - Status - Form
- Empty List - -

X No meds
Date - Type - Primary - Status - Code - Problem - Code System - Null/Flavor - Value Set - Start Date - End Date - Diagnosis Date - Notes

(By checking this box, you agree that Crystal was used to determine proper resource)

Ret Exam Yes Comm to Diabetes PCP: Ht: ft in Wt: lbs
HBA1C 0.00
BP /

OD C/D H V
OS C/D H V # Linked Images

Relationship - Disease or Condition
Empty List -

MU Measures Outside Of Crystal
Medication Orders
Lab Orders
Radiology Orders
Imaging Orders (non-Radiology)

Type - Plan

Bill ID	CPT	Description
99241	99241	Follow up-no charge

AOA MORE (smoking)
AOA MORE (smoking)
Bill ID - CPT - Bill Description - Modifier Code - Modifier Description
Addendum:

5-Aug-2026 17:52 From:

p. 40

Electronically signed by: A & P
05/15/2026

page 2 of 2

Diagnostic or Treatment Services

Diagnostic or Treatment Services

PQRS BILLING

Addendum:

Electronically signed by:

A & P

05/15/2026

page 1 of 2

ASSESSMENT

A	Diabetes	Macula	Lens	Conj	Lids	Corne
B						
C						
D						
E	Retina					
F		Glaucoma				
G						
H					Vitreous	
I						
J						Other
K						
L						

PLAN

Notes Soft, Toric

- A CL Rx dispensed
- B
- C
- D
- E
- F
- G
- H
- I
- J
- K
- L

Return Visit 1 Year
Reason: Complete Eye Exam

BILLING

Bill ID	CPT	Description	NP	EP
1 99241	99241	Follow up-no charge		
2				
3				
4				
5				
6				
7				
8				
9				
10				

4.

page 1 of 2

Electronically signed by:  05/15/2026

FINAL GLASSES RX

Sphere Cylinder Axis

AUTO KERATOMETER

PREVIOUS CONTACT LENS CORRECTION

Manufacturer	Series	BC	Diameter	Add	Tint
			X		O
			X		O

OR VA Good Fit

OD

OS

CONTACT LENS HISTORY

TRIAL 1

Manufacturer	Series	BC	Diam	Sphere		Axis	Add	Tint		DVA
OD Alcon (CibaVision)	Total30 for Astigmatism (6pk)	8.6	14.5	-6.50	-1.75	X 180		Visibility Tint	20/	25-1
OS Alcon (CibaVision)	Total30 for Astigmatism (6pk)	8.6	14.5	-8.00	-1.75	X 170		Visibility Tint	20/	25

OR	OR VA	Good Fit
----	-------	----------

OD PLANO	Rot 0	X
----------	-------	---

OS PLANO	Rot 0	X
----------	-------	---

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

TRIAL 2

Manufacturer	Tint	DVA
X	20/	
X	20/	

OR VA Good Fit

OD

OS

OP Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

TRIAL 3

Manufacturer	Tint	DVA
X	20/	
X	20/	

OR VA Good Fit

OD

OS

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

FINAL CLR X

Manufacturer	Series	BC	Diam	Sphere	Cyl	Axis	Tint	DVA
OD Alcon (CibaVision)	Total30 for Astigmatism (6pk)	8.6	14.5	-6.50	-1.75	X 180	Visibility Tint	20/ 25-1
OS Alcon (CibaVision)	Total30 for Astigmatism (6pk)	8.6	14.5	-8.00	-1.75	X 170	Visibility Tint	20/ 25

Notes Soft, Toric

Material	Type
----------	------

page 1 of 1

Electronically signed by: 05/15/2026

CHIEF COMPLAINT

Tech Alex

Reason for visit CLS DA

Primary Pt presents for CLs DA + possible DFE. Pt notes initial comfort and vision is good.

HPI

HPI

REVIEW OF OCULAR SYSTEM

FAMILY OCULAR HISTORY

Chart Work Up LN

Addendum:

Medical Records For	:	
Date of Birth	:	(
Date of Service	:	05/15/2026
Electronically signed by	:	05/15/2026
Tabs Filled Out	:	CC [pages:1]
	:	CL [pages:2]
	:	A & P [pages:2]
	:	ARRA [pages:1]
	:	Prescription [pages:1]



& P

page 2 of 2

Electronically signed by.

04/28/2026

(92004 and 92014 ONLY)

(992xx Exams ONLY)

(992xx Exams ONLY)

Diagnostic or Treatment Services

Diagnostic or Treatment Services

PQRS BILLING

Addendum:

Electronically signed by

ARRA

04/28/2026

page 1 of 1

Status - Allergy Agent - Reaction - Severity
- Empty List -

X Meds Reconciled

X NKDA

Prescribed Date - Medication Name - Status - Form
- Empty List -

X No meds

Date - Type - Primary - Status - Code - Problem - Code System - Nullflavor - Value Set - Start Date - End Date - Diagnosis Date - Notes

(By checking this box, you agree that Crystal
was used to determine proper resource)

Ret Exam Yes

Comm to Diabetes PCP:

Ht: ft in Wt: lbs

Smoking St Smoker (finding)

ONH Eval Yes

HBA1C 0.00

Advise Quit Yes

BP /

OD C/D H 0.30 V 0.30

OS C/D H 0.30 V 0.30

Linked Images

Relationship - Disease or Condition
Empty List -

MU Measures Outside Of Crystal
Medication Orders
Lab Orders
Radiology Orders
Imaging Orders (non-Radiology)

Type - Plan

Dx Code	Description	Bill ID	CPT	Description
H44.23	Degenerative myopia, bilateral	92250-52	92250	Retinal Screening
H52.223	Regular astigmatism, bilateral	S0620	S0620	Routine Exam- New
H52.4	Presbyopia	CL Eval lvl 2	92310	Contact Lens Eval- Level 2
F17.290	Nicotine dependence, other tobacco product, uncomplicated			
H35.413	Lattice degeneration of retina, bilateral			
Z13.5	Encounter for screening for eye and ear disorders			
H16.401	Unspecified corneal neovascularization, right eye			

AOA MORE (smoking)

Tobacco Use Screening
Tobacco smoking status NHIS
Tobacco Use Cessation Counseling
Smoking cessation education (procedure)

AOA MORE (smoking)
Bill ID - CPT - Bill Description - Modifier Code - Modifier Description

Addendum:

electronically signed by: 04/28/2026 page 1 of 2

ASSESSMENT

Dx Code	Description	Diabetes	Macula	Lens	Conj	Uids	Corne
A H44.23	Degenerative myopia, bilateral						
B H52.223	Regular astigmatism, bilateral						
C H52.4	Presbyopia						
D F17.290	Nicotine dependence, other tobacco product, uncomplicated						
E H35.413	Lattice degeneration of retina, bilateral			Retina			
F Z13.5	Encounter for screening for eye and ear disorders			Glaucocron			
G H16.401	Unspecified corneal neovascularization, right eye					Vitreous	
H							
I							
J						Other	
K							
L							

PLAN

Notes: Transitions, Single Vision or MF

- A Patient to return in 12 months for Annual Exam.
- B Final spectacle Rx prescribed
- C Smoking cessation counselling- increases risk of AMD
- D Rec DFE this year (RTC (pr declines today), s/s RD RTC ASAP
- E discussed reducing CL wear time, replacement schedule, not sleeping in lenses
- F order CL for DA (may do DFE same day)
- G
- H
- I
- J
- K
- L

Return Visit CL DA/ DFE
Reason: CL DA/ DFE

BILLING

Bill ID	CPT	Description
1 92250-52 Screening	92286	Retinal Screening
2 S0620	88620	Routine Exam- New
3 CL Eval w/ 2	92310	Contact Lens Eval- Level 2
4		
5		
6		
7		
8		
9		
10		

NP EP

Electronically signed by: . % Interp page 1 of 1

04/28/2026

PHOTOS

Test	Date	Reason / Diagnosis	Cooperation	Reliability
Retinal Screening	04/28/2026	Z13.5	good	good
OD Findings lattice far (-) holes		Comparative data required for report baseline		
OS Findings lattice far (-) holes		Clinical management required for report monitor		

VISUAL FIELDS

Test	Date	Reason / Diagnosis	Cooperation	Reliability
OD Findings		Comparative data required for report		
OS Findings		Clinical management required for report		

SPECIAL TESTING 1

Test	Date	Reason / Diagnosis	Cooperation	Reliability
OD Findings		Comparative data required for report		
OS Findings		Clinical management required for report		

SPECIAL TESTING 2

Test	Date	Reason / Diagnosis	Cooperation	Reliability
OD Findings		Comparative data required for report		
OS Findings		Clinical management required for report		

SPECIAL TESTING 3

Test		Reason / Diagnosis	Cooperation	Reliability
OD Findings		Comparative data required for report		
OS Findings				

PROCEDURE

Diagnosis	Procedure	Date	Consent	Location
OD Description				
OS Description				

Return Visit CL DA/ DFE

Addendum:

Electronically signed by: m 04/28/2026

page 1 of 1

ANTERIOR SEGMENT				DROPS	
OD Ocular adnexa and nodes are normal	Adnexa	Ocular adnexa and nodes are normal	OS		
OD Eyelids and lashes are clean, healthy and free of defects	Lids/Lashes	Eyelids and lashes are clean, healthy and free of defects	OS		
OD Healthy and white	Bulb Conj	Healthy and white	OS		
OD Clear	Palp Conj	Clear	OS		
OD Adequate	Tear Meniscus	Adequate	OS	X	Not dilated
OD ~1mm corneal neo	Cornea	Corneal epithelium, stroma and endothelium are clear and healthy	OS		
OD Deep and quiet	Ant Chamber	Deep and quiet	OS	Counselled	patient side-of refuse
OD 1:1, grade 4	Angles	1:1, grade 4	OS	IOP1	
OD Healthy, normal anatomy, and convexity	Iris	Healthy, normal anatomy, and convexity	OS	IOP Method iCare	
OD Cortex and nucleus are normal for age	Lens/IOL	Cortex and nucleus are normal for age	OS	IOP OD 13	
Notes				IOP OS 11	
POSTERIOR SEGMENT				Time 09:40 AM	
OD Clear for age	Vitreous	Clear for age	OS		
OD Good rim tissue, well perfused	Optic Nerve	Good rim tissue, well perfused	OS		
OD OD C/D H 0.30 V 0.30	C/D Ratio	H 0.30 V 0.30 OS C/D	OS	IOP Hx *read only	
OD Healthy macula, with no edema or degenerative pigmentation	Macula	Healthy macula, with no edema or degenerative pigmentation	OS	IOP1 Date - Method	
OD Clear, 2/3 A/V ratio	Vessels	Clear, 2/3 A/V ratio	OS		
OD (-) holes tears RD to extent seen	Retina	(-) holes tears RD to extent seen	OS	IOP2 Date - Method	
Notes	Periphery		OS		

DIAGNOSIS PREVIEW

Dx Code	Description	Ret Exam
A H44.23	Degenerative myopia, bilateral	Yes
B H52.223	Regular astigmatism, bilateral	ONH Eval
C H52.4	Presbyopia	Yes
D F17.290	Nicotine dependence, other tobacco product, uncomplicated	Optic disc or retinal nerve abnormalities:
E H35.413	Lattice degeneration of retina, bilateral	
F Z13.5	Encounter for screening for eye and ear disorders	
G H16.401	Unspecified corneal neovascularization, right eye	
H		
I		
J		
K		
L		

Addendum:

Electronically signed by:

3 CL

04/28/2026

page 2 of 2

X

20/

X

20/

Material

Type

Addendum:

L

page 1 of 2

Electronically signed by:

04/28/2026

FINAL GLASSES RX

	Sphere	Cylinder	Axis	Add
OD	-7.00	-2.25	X 004	+1.00
OS	-9.25	-2.00	X 174	+1.00

AUTO KERATOMETER

	OD	41.00	@ 8	/ 44.00	@ 98
OS	41.75	@ 171	/ 44.00	@ 81	

Notes Transitions, Single Vision or MF

PREVIOUS CONTACT LENS CORRECTION

	Manufacturer	Series	BC	Diameter	Sphere	Cyl	Axis	Add	Tint	
OD	Alcon (CibaVision)	Air Optix plus HydraGlyde for Astigmatism (6pk)	8.7	14.5	-5.75	-2.25	X 180		Visitint	O
OS	Alcon (CibaVision)	Air Optix plus HydraGlyde for Astigmatism (6pk)	8.7	14.5	-7.50	-1.25	X 170		Visitint	O

Notes Soft, Toric

OR VA Good Fit

OD

OS

CONTACT LENS HISTORY

TRIAL 1

	Manufacturer	Series	BC	Diam	Sphere	Axis	Add	Tint	Visibility	DVA
OD	Alcon (CibaVision)	Total30 for Astigmatism (6pk)	8.6	14.5	-6.50	-1.75	X 180		20/	
OS	Alcon (CibaVision)	Total30 for Astigmatism (6pk)	8.6	14.5	-8.00	-1.75	X 170		20/	

OR VA Good Fit Notes order CL for DA (may do DFE same day)

OD

OS

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

TRIAL 2

	Manufacturer		Tint	DVA
		X	20/	
		X	20/	

OR VA Good Fit

OD

OS

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

TRIAL 3

	Manufacturer		Tint	DVA
		X	20/	
		X	20/	

OR VA Good Fit

OD

OS

OD Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - Notes - Dispensed

OS Date - Manufacturer - Series - BC - Diameter - Sphere - Cylinder - Axis - Add - Tint - DVA - NVA - DVA OU - NVA OU

FINAL CL RX

Manufacturer

DVA

Electronically signed by: ¹refraction 04/28/2026

page 1 of 1

PREVIOUS GLASSES CORRECTION

	Power	Cylinder	Axis
OD	-6.00	-2.50	X 002
OS	-8.50	-0.75	X 166

PREVIOUS GLASSES CORRECTION 2

	Sphere	Cylinder	Axis
			X
			X

	DVA _{sc}	PH	NVA _{sc}	DVA _{cc}	PH	NVA _{cc}		DVA _{sc}	PH	NVA _{sc}	DVA _{cc}	PH
OD 20/ CF 5R			20/ 800	20/ 40-1		20/ 30						20/
OS 20/ CF 5R			20/ 800	20/ 30		20/ 30-2						20/
OU 20/ CF 5R			20/ 400	20/ 25-1		20/ 30						

AUTO REFRACTION

	Sphere	Cylinder	Axis	V _{Acc}
OD	-8.00	-2.50	X 007	
OS	-10.00	-1.75	X 165	

AUTO KERATOMETER

	OD	@	/	@
	41.00	8	44.00	98
	41.75	171	44.00	81

RETINOSCOPY

	Sphere	Cylinder	Axis
			X
			X

MANIFEST REFRACTION

	Sphere	Cylinder	Axis
MR OD	-7.00	-2.25	X 005
MR OS	-9.25	-2.00	X 175

	DVA	NVA	BXC
	20/ 25		1.00
	20/ 20		

CYCLOPLEGIC AUTO REFRACTION

	Sphere	Cylinder	Axis	V _{Acc}
			X	
			X	

CYCLOPLEGIC RETINOSCOPY

	Sphere	Cylinder	Axis
			X
			X

CYCLOPLEGIC MANIFEST REFRACTION

	Sphere	Cylinder	Axis
			X
			X

	DVA	NVA

FINAL GLASSES RX

	Sphere	Cylinder	Axis	Add
OD	-7.00	-2.25	X 004	+1.00
OS	-9.25	-2.00	X 174	+1.00

FINAL GLASSES RX 2

	Sphere	Cylinder	Axis

Notes Transitions, Single Vision or MF

Eyeglass Correction
Recommendations

Wear

FINAL GLASSES RX 3

	Sphere	Cylinder	Axis

DPD

NPD

Eyeglass Correction
Recommendations

Wear

Addendum:

Eyeglass Correction
Recommendations

Wear

FINAL GLASSES RX 4

	Sphere	Cylinder	Axis

Eyeglass Correction
Recommendations

Wear

Electronically signed by: 1

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BP

/

Ht:

ft

in

Wt:

lbs

Neuro Oriented x 3

Psych Normal affect/mood

IOP1

IOP2

IOP Method iCare

IOP OD 13

IOP OS 11

Time 09:40 AM

PRETESTS

Confrontations OD Full

Versions OD Unrestricted Smooth

OS Full

OS Unrestricted Smooth

Pupils OD PERRL

Direct Normal

Consensual Normal

APD Negative

Pupils OS PERRL

Direct Normal

Consensual Normal

APD Negative

NPC TTN

ALIGNMENT

CT @ Dist horizontal

CT @ Near horizontal

Amount for Specs

Ortho

Ortho

V Prism

H Prism

@ Dist vertical

@ Near vertical

Ortho

Ortho

VERGENCES

Blur

Break

Recovery

Blur

Break

Recovery

Dist

Near

Phorias Dist

Near

NOTES

Addendum:

Electronically signed by

Medical Hx
04/28/2026

page 1 of 1

PATIENT MEDICAL HISTORY

Diabetes None

HBA1C 0.00

Hypertension None

High Cholesterol None

Thyroid None

Cardiovascular None

Cancer None

Other None

REVIEW OF SYSTEMS

General None

Ear, nose and throat None

Cardiovascular None

Respiratory None

Genital, kidney and bladder None

Muscles, bones and joints None

Gastrointestinal None

FAMILY MEDICAL HISTORY

Diabetes GF

Hypertension F, GF, GF

High Cholesterol None

Thyroid F

Cardiovascular None

Other None

Skin None

Neurological None

Psychiatric None

Endocrine None

Blood/lymph None

Allergic/immunologic None

X Systems reviewed by doctor

MEDICATIONS, ALLERGIES & OTHER HISTORY

Prescribed Date - Medication Name - Status - Form
- Empty List - -

PATIENT REPORTED/OTHER

Medications None other than those listed

Vitamins None other than those listed

X No meds

OTC None other than those listed

Status - Allergy Agent - Reaction - Severity
- Empty List - -

Allergies None other than those listed

X NKDA

X Meds Reconciled

Primary Care Physician Pinkston, Catherine

Injuries, Surgeries, Hospitalization None

Notes None

X History Reviewed by Dr

SOCIAL HISTORY

Occupation Plumber

Smoking St Smoker (finding) Type N/A

How Long N/A Advise Quit Yes

Addendum:



04/12/1978 CC

page 1 of 1

Electronically signed by:

04/28/2026

CHIEF COMPLAINT

Tech Naomi

Reason for visit Comprehensive exam

Primary Pt here for dr rec'd annual exam, wears glasses and CLs and notes a slight increase in dist blurriness OU.

HPI

Secondary CLs Eval: Air Optix AWT: 2-5 days/wk, 12 hrs, no sleep, replacement varies, satisfied w/ comfort.

HPI

REVIEW OF OCULAR SYSTEM

Ocular History Glasses, Contacts

Ocular Surgery None

Eye Meds/Drops None

Last Exam Date 03/14/2023

Doctor (primary doctor)

X Established Patient

Primary Vision Correction Contacts - Soft

FAMILY OCULAR HISTORY

Glaucoma None

Blindness None

Macular Degen None

Retinal Detach None

Crossed / Lazy None

Chart Work Up AR

Addendum:

Medical Records For :
Date of Birth :
Date of Service : 04/28/2026
Electronically signed by : 04/28/2026
Tabs Filled Out : CC [pages:1]
: Medical Hx [pages:1]
: PreTest [pages:1]
: Refraction [pages:1]
: CL [pages:2]
: Exam [pages:1]
: Interp [pages:1]
: A & P [pages:2]
: ARRA [pages:1]
: Prescription [pages:1]

Materials for Item No. 8

STATE OF NEVADA

JOE LOMBARDO
Governor



DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors

ADAM SCHNEIDER
Executive Director

**DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF OPTOMETRY**

[Licensee1], O.D.
[Licensee1 email address]
via email only

Re: NSBO Complaint# 27-02
Patient: [Patient]

Dear Dr. [Licensee1]:

This office has received information and a complaint alleging your care and treatment of the above-referenced patient may have been unprofessional as defined in Nevada Revised Statute (NRS) 636.295 and Nevada Administrative Code (NAC) 636.230. It is alleged:

On July 14, 2026, I arrived for my scheduled eye examination and checked in with the office manager, [Office Manager1]. After completing my preliminary examination with the technicians, I met with the optometrist. During my examination, I informed the doctor that I was interested in being fitted for contact lenses to wear full-time.

After the examination, the doctor had a technician assist me in trying several different contact lenses because my vision remained blurry with each pair. We tried numerous trial lenses, but I continued to experience blurred vision. At the conclusion of the fitting, I informed the doctor that my vision was still blurry. She advised me that this was normal and stated it would take some time for my vision to become clear.

I was provided with trial one-day contact lenses. Because the office did not have enough trial lenses in stock, I was given only three lenses for my right eye and six lenses for my left eye. I was instructed that I could reuse the daily disposable lenses for several days at a time, despite them being labeled as one-day disposable lenses.

When I proceeded to check out, I was informed for the first time that I owed \$239.46 for the contact lens fitting. I was shocked by this charge and immediately questioned why I was responsible for paying this amount. The office manager informed me that my insurance did not cover the fitting. At no point before or during the examination or contact lens fitting was I informed that there would be a separate contact lens fitting fee, nor was I provided with an estimate or breakdown

of the charges before the service was performed. Believing I had no choice at that point, I paid the \$239.46.

After leaving the office, I continued thinking about the unexpected charge and returned to discuss the matter. However, the office had already closed for the day at approximately 5:30 p.m. I left a voicemail requesting that someone contact me regarding my billing concerns.

The following day, July 15th I called the office several times requesting to speak with the doctor regarding both the unexpected billing and the fact that I still could not see clearly with the contact lenses. Office staff informed me that the doctor does not take calls from patients. I again explained that my vision remained blurry and that I work on a computer all day, making it difficult to perform my job. I was repeatedly told to "give it time."

I later spoke with the office manager, [Office Manager1], who acknowledged that no one had reviewed the expected charges with me before the contact lens fitting. She apologized for that oversight and offered a discount on a future contact lens order. During that same conversation, I again informed her that I still could not see clearly with the contact lenses. I also had to specifically request that my contact lens prescription be provided to me.

On Monday, July 20th, 2026, I again contacted the office requesting to be seen because my vision remained blurry. The staff advised me they would email the doctor to determine whether I could be worked into the schedule. I did not receive a return call. When I called back the following day, I was informed that the doctor was out of the office, but no one had contacted me to let me know. Throughout these communications, I continued to explain that I could not see clearly with the contact lenses and that I had been forced to enlarge the display settings on both my work computer and my phone in order to function.

When I continued following up, I found the front office staff to be consistently rude and dismissive. I attempted to speak with the office manager again, but she was unavailable. Because my concerns regarding both my vision and the unexpected billing were not being adequately addressed, I contacted my insurance company to report my experience.

As a result of this experience, I have been forced to seek a second examination from another optometrist because I continue to experience blurred vision with the prescribed contact lenses and no meaningful effort was made to resolve my concerns.

I believe the office failed to comply with NRS 449A.106, which provides that patients have the right to receive understandable information regarding charges and billing before services are rendered. I was never informed that a separate contact lens fitting fee would be charged, nor was I provided with a cost estimate or an explanation of the fee before the fitting was performed. Had I been informed beforehand that the fitting would result in an out-of-pocket charge of \$239.46, I would have had the opportunity to ask questions, decline the service, or consider other options. I also felt like they were forcing me to pay without explanation because I was the last patient and they were closing out and balancing their money.

In addition to the billing concerns, I am concerned about the quality of care I received, the instruction to reuse daily disposable contact lenses, the failure to adequately address my persistent, blurred vision, and the dismissive and unprofessional manner in which my concerns were handled by both the office staff and management.

During a subsequent conversation with the office manager, I expressed my frustration with the lack of disclosure regarding the contact lens fitting fee, the ongoing problems with my vision, and the office's handling of my concerns. Rather than addressing these issues, she responded, "We'll see about that," and stated that the office would provide the insurance company with their side of the story.

Pursuant to NRS 636.305(3), in order to determine whether or not there has been a violation of NRS/NAC 636, please provide a written response. **Failure to responsively address each of the above allegations could result in a determination that you agree with the above allegations.** Please include any further information you believe would be useful for the Board to make a determination in this matter.

Your reply to director@nvoptometry.org is due on or by the close of business **September 11, 2026**. If presented to the Board, this matter will be presented in a double-blind manner, i.e., the identity of yourself, your practice, and the patient will not be disclosed so as to allow an objective review of the allegations and response. **Therefore in your response refer to yourself as "Licensee 1," your practice as "Location 1," the patient as "patient," and do NOT place your response on your personal or office letterhead.**

The Nevada State Board of Optometry investigates all information received concerning possible violations of NRS/NAC 636. This letter is not to be construed as a determination as to whether or not there has been a violation of such laws until a thorough investigation is completed. This correspondence is sent pursuant to NRS 636.305(2) and NRS 636.310(3), and the accompanying subpoena is sent pursuant to NRS 636.141 and NRS 629.061(1)(g). As a licensee subject to an investigation, you are required by law to timely provide the requested information.

Please be advised that if any particular allegations referenced above did occur, and depending on the facts and circumstances, then you may have violated the law, specifically including but not limited to:

NRS 636.295(8) (unprofessional conduct in the practice of optometry);
NRS 636.295(13)(b) (The maintenance, availability or distribution of any medical record of a patient");

NAC 636.680 as amended by R066-19(43) (specifications for distribution of contact lens prescription);

NRS 449A.106(7) ("Every patient of a medical facility or facility for the dependent has the right to: . . . Examine the bill for his or her care and receive an explanation of the bill, whether or not the patient is personally responsible for payment of the bill.")

Respectfully,

/s/ Adam Schneider
Adam Schneider, Esq.
Executive Director

Response to Board

I have read and reviewed the false allegations made by the patient. The patient's complaints will be addressed in the order she made them:

Lie #1 –

"I was instructed that I could reuse the daily disposable lenses for several days"

This is not true – the office supply of daily disposables trials in her prescription was low, so the patient was given a three day supply of daily disposables, and additional a set of monthly lenses in that same prescription so that she had a sufficient supply to give her an adequate trial period. Patient was instructed how to use both lenses. Please refer to the exam record which shows what lenses were dispensed.

Lie #2 -

at "check out, I was informed for the first time that I owed \$239.46 for the contact lens fitting" and "At no point before or during the examination was I informed that there would be a separate contact lens fitting fee"

This is not true – it is standard office policy to provide a detailed fee schedule to all patients before the contact lens fitting (and for *any* procedure, for that matter). Patient was verbally informed of the fee schedule by staff – staff will be testifying to this under oath when this goes to court. To further insure that patients are aware of this, at the front desk there are two signs with the contact lens fitting fee schedule posted right in front of the patients as they check in – these signs cannot be missed. *Every single patient sees these signs placed prominently before them as they approach the check in station.* When the patient is taken to the contact lens fitting station, they sit at a small table; on top of that table – right in the patient's face - is yet another sign with the contact lens fitting fee schedule. Every patient is made to be aware of the fees before fitting begins. Photographs of the signs at check in and the table where fitting takes place are provided as physical evidence of the patient's lie.

Lie #3 -

Patient called office on July 15 and said the "office staff informed me that the licensee does not take calls from patients."

This is not true. Nobody told her that, and, as she was having problems, she was advised to return for a follow up visit. She refused that appointment.

Lie #4 -

Patient said she spoke to Office Manager, who “who acknowledged that no one had reviewed the expected charges with me before the fitting” and that Office Manager “apologized for that oversight”.

This is not true. Office manager diplomatically apologized for the confusion, NOT for failing to advise the patient about fees because that had been done. The apology for the confusion was done as an act of courtesy – NOT an admission of guilt. This is a very deliberate perversion of what really happened. Patient was advised of fees before the fitting, and not once, but twice, had signs with the fees right in front of her as her appointment progressed.

Lie #5 -

Patient concludes with the statement that the office “failed to comply with NRS 449A.106, which provides that patients have the right to receive understandable information regarding charges and billing before services are rendered. I was never informed that a separate contact lens fitting fee would be charged”

This office is extremely careful to notify patients about fees and treatments before proceeding with treatment. It is standard office policy for all patients and all treatments. This patient was verbally advised of the fees. Not once, but twice – she was staring at signs right in front of her with that fee schedule posted prominently – the signs literally inches away from her face. Patient has compounded her lies with another series of outrageous lies about what the staff said to her. It is interesting to see how the patient quotes Nevada Revised Statutes – this looks like the patient did an AI search to see what laws were on record, and then tailored her lies to make accusations. Whatever her motives, the written accusation she has sent to the board is the libel that will be the grounds of a defamation lawsuit. Licensee and the staff of the office will be testifying in court, under oath, to the statements made in this report.

EXAMINATION RECORD

[REDACTED] O.D.
[REDACTED] NV
[REDACTED] FAX: [REDACTED]

For: [REDACTED]
Exam Date: 07/14/2026
Print Date: 08/11/2026 11:37 AM
DOB: [REDACTED] Age: 47
SSN: [REDACTED] Occupation: Administrative II
Address: [REDACTED]
City: [REDACTED]
Phone: [REDACTED]
Gender: Female Race: Declined to Specify

REASON FOR VISIT

EXAMINATION: Eye health and vision examination.
EXAM TECHNICIAN/SCRIBE: [REDACTED]
OCCUPATION: Administrative II
Visit Location: Office

CHIEF COMPLAINT

CHIEF COMPLAINT: Annual exam, Reports blurred vision at distance and near, Reports eyes feel dry, Reports eyes Itch, Reports there is a spot in the eye.

HISTORY PRESENT ILLNESS (HPI)

OCULAR COMPLAINT: CHIEF COMPLAINT: The patient reports they have blurred vision.
LOCATION: It affects vision at all distances.
QUALITY: The symptoms have worsened.
SEVERITY: 4 (10 Being worst)
DURATION: The symptoms are constant in duration.
ONSET: > 1 year.

PATIENT HISTORY

OCULAR HISTORY: No ocular history reported except: Burning Sensation in Eyes, Dry Eyes, Itchy Eyes, Blurry Vision, Floaters, Issues with night vision, Glare/Light sensitivity, Eye freckle.
MEDICAL HISTORY: No medical history reported except: None reported unless otherwise indicated:.
OCULAR SURGICAL HISTORY: No ocular surgical history reported except: None reported unless otherwise indicated:.
OCULAR FAMILY HISTORY: None reported unless otherwise indicated:.
OCULAR MEDICATIONS: No ocular medications are currently used except: No known ocular medication allergies.
SYSTEMIC MEDICATIONS: No systemic medications are currently used except: Estrogen, Thyroid Med, No known systemic medication allergies
SOCIAL HISTORY: No tobacco use reported, No counseling given regarding tobacco use, No reported use of alcohol, No reported use of narcotics, No reported use of cannabis, No history of sexually-transmitted disease, No history of blood transfusion.
CONTACT LENS Rx STATUS: Contact Lenses Hx:

Brand of Lenses:

Wearing Schedule (DW / EW):

REVIEWED HISTORY: I have reviewed this patient's history encounter form. Medication reconciliation performed for transition of care.

REVIEW OF SYSTEMS

REVIEW OF SYSTEMS: Bilateral: No reported disorders or current medical treatment of: Allergy Cardiovascular Constitutional Ears,nose,mouth,throat Endocrine Gastrointestinal Genitourinary Hematologic / Lymphatic Immunologic Integumentary / Skin Musculoskeletal Neurologic Psychiatric Respiratory Unless otherwise noted below.

ALLERGY: None reported unless otherwise indicated:

CARDIOVASCULAR: None reported unless otherwise indicated:

CONSTITUTIONAL: None reported unless otherwise indicated:

ENDOCRINE: None reported unless otherwise indicated:
GASTROINTESTINAL: None reported unless otherwise indicated:
GENITOURINARY: None reported unless otherwise indicated:
HEAD: None reported unless otherwise indicated:
HEMATOLOGIC/LYMPHATIC: None reported unless otherwise indicated:
IMMUNOLOGIC: None reported unless otherwise indicated:
INTEGUMENTARY: None reported unless otherwise indicated:
MUSCULOSKELETAL: None reported unless otherwise indicated:
NEUROLOGICAL: None reported unless otherwise indicated:
PSYCHIATRIC: None reported unless otherwise indicated:
RESPIRATORY: None reported unless otherwise indicated:
REVIEWED ROS: I have reviewed this patient's ROS encounter form.

PRESENTING FINDINGS

UNAIDED ACUMES:

RT: OVA NR NVA NR
LT: OVA NR NVA NR
BI: OVA NR NVA NR

PRESENTING SPECTACLE Rx: (#1)

RT: -2.00 Sph. OVA: 20/40
LT: -0.50 -0.75 x 180 OVA: 20/80

VISION

VERTEX DISTANCE: 13.75mm

WORKING DISTANCE: 15.75"

K-READINGS:

RT: 44.00 @ 11 Steep 45.00 @ 101
LT: 43.75 @ 171 Steep 45.00 @ 81

PD's:

Dist IPD: 64.0

CONTACT LENS TRIAL OBSERVATIONS: Trial #1: Centration/movement: good, Trial #1: Orientation stable

AUTO REFRACTION:

RT: -2.25 -1.00 x 018
LT: -1.50 -1.25 x 001

MANIFEST:

RT: -2.50 -1.00 x 020 OVA: 20/20
LT: -1.75 -1.25 x 180 OVA: 20/20

FINAL SPECTACLE Rx:

RT: -2.50 -1.00 x 020 OVA: 20/20
LT: -1.75 -1.25 x 180 OVA: 20/20

NOTES: Please note there will be a \$75 fee to verify accuracy of glasses made elsewhere.

TRIAL CONTACT LENS Rx: #1

RT: Infuse Toric 1D 90pk -2.50 -0.75 x 020 BC: 8.6 Handling Tint
LT: Infuse Toric 1D 90pk Plano -1.25 x 180 BC: 8.6 Handling Tint
BI: OVA: 20/20 NVA: 20/20

TRIAL CONTACT LENS Rx: #2

RT: Ultra Astigmatism 6pk -2.50 -0.75 x 020 BC: 8.6 Handling Tint
LT: Ultra Astigmatism 6pk Plano -1.25 x 180 BC: 8.6 Handling Tint
NOTES: Trial fit #2.

FINAL CONTACT LENS Rx: (#1)

RT: Infuse Toric 1D 90pk -2.50 -0.75 x 020 BC: 8.6 Handling Tint
LT: Infuse Toric 1D 90pk Plano -1.25 x 180 BC: 8.6 Handling Tint
BI: OVA: 20/20 NVA: 20/20

EXAMINATION

CUP/DISC RATIO:

RT: Horz .20 Vert .20
LT: Horz .20 Vert .20

BLOOD PRESSURE/ PULSE: 127/94 82

TONOMETRY: RT: 13 mmHg LT: 16 mmHg Test: Non-Contact Time: 03:37 PM Category: Pre-Test

C/D RATIO OBSERVATIONS: Does follow ISNT rule unless otherwise indicated:

CONFRONTATION FIELDS OBSERVATIONS: Fields were found to be full in all quadrants.

EXTRAOCULAR MUSCLES: Bilateral: Ocular motility assessment; full and unrestricted. Pursuits, smooth and accurate.

EYELASHES: Bilateral: Slit lamp observations include: Eyelashes are normal.

EYELIDS: Bilateral: Slit-lamp observations include: Eyelids are normal with complete closure upon blink.

EYELID LESIONS: Bilateral: Slit-lamp observations include: No lesions of the eyelid(s) are present.

LACRIMAL SYSTEM: Bilateral: The lacrimal system appears normal. No excessive discharge is noted. No redness is noted.

PUPILS: Bilateral: Slit lamp observations include: PERRLA. No afferent pupillary defect noted.

HEADACHE: Bilateral: Normal ocular exam.

NEUROLOGY: Bilateral: No diplopia reported.

ORBIT: Bilateral: The orbit is normal.

HEAD and NECK: Facial findings are normal.

CORNEA: Bilateral: Slit lamp observations include: Corneal epithelium, stroma, endothelium, tear film, clear and healthy. Epithelium fully intact without evidence of irregularities. Corneal stroma is clear and free of edema or defects. No infiltrates are present. Endothelium free of deposits and guttata.

CONJUNCTIVA: Bilateral: Slit lamp observations include: Bulbar and palpebral conjunctiva are healthy and white.

CONJUNCTIVAL GROWTHS: Bilateral: Slit lamp observations include: No conjunctival growths, elevations, or pigmentations are noted.

SCLERA: Bilateral: Slit lamp observations include: Sclera is normal.

IRIS: Bilateral: Slit lamp observations include: The iris appears healthy with normal anatomy and convexity.

LENS: Bilateral: Slit lamp observations include: Lens, both capsules, cortex, and nucleus are normal for age.

ANTERIOR CHAMBER: Bilateral: Slit lamp observations include: Chambers are deep with no evidence of cells or flare.

VITREOUS: Bilateral: Slit lamp observations include: The vitreous is normal.

OPTIC NERVE: Bilateral: Slit lamp examination: Optic disc appears normal.

MACULA: Bilateral: The macula appears flat with no abnormalities.

CHOROID: Bilateral: Choroid appears flat and normal.

RETINA: Left Eye: Dense black area of RPE hypertrophy.

RETINA - VASCULAR: Bilateral: No drusen, exudate, hemorrhages or evidence of retinopathy, healthy retinal vasculature. No retinal hemorrhages noted.

DISPOSITION: Patient is pleasant and sociable.

ORIENTATION: Patient is fully alert to time, place and person.

SPECIAL TESTING

COLOR DISCRIMINATION: Bilateral: Color vision was found to be normal.

IMPRESSION(S):

Left Eye: Congenital hypertrophy of the retinal epithelium

Bilateral: Diabetes suspect

Myopia

Astigmatism

PLAN

PRINTED CL Rx: 07/15/2026 08:55 AM

PRINTED SPEC Rx: 07/15/2026 08:55 AM

TREATMENT RETINA: Left Eye: Monitor condition as directed.

TREATMENT SYSTEMIC: Instruct patient to immediately report any change in condition outside of expected and discussed symptoms.

SPECTACLE PLAN: Bilateral: Rx spectacles.

CONTACT LENS PLAN: Bilateral: Disposable soft lens. Lens handling training initiated. Return 1-2 weeks for contact lens progress exam.

NOTES: Pt called, said trials were not working for her and are blurry. Both reading and computer. Emailed Dr, was charged \$225 for a fitting on 7/14/2026 - [REDACTED] 7/20/2026

Pt will call if having issues with d to set up fu Date-time: 07/14/2026 4:47:59 PM By: [REDACTED]

Date-time: 7/21/2026 12:27:38 PM By: [REDACTED]

PATIENT MANAGEMENT

PRINTED Clinical Summary Report: 07/14/2026 16:42

PRINTED Patient Report: 07/14/2026 16:42

COUNSELING: Counseling has been provided to review this patient's case and discuss options for treatment.

Patient: [REDACTED] - Exam Date: 07/14/2026 - Page: 4

COUNSEUNG / EDUCATION: I have verbally discussed my clinical findings and recommendations in detail with this patient and/or parents. They acknowledge that they do not have additional questions.

ORDERS:

Recall on or about 07/14/2026: Examination: Retain CMC (TODAY) [REDACTED]

Recall on or about 07/14/2027: Examination: Annual Eye Examination [REDACTED]

PROFESSIONAL CORRESPONDENCE: 07/14/2026 4:42:24 PM Auto Letter

ATTENDING ATTESTATION: As the attending, I have directly participated in the care of this patient, present during the patient's care. I reviewed and agree with the findings, recommendations documented, conducted direct examination when appropriate. Coding based on MOM.

ELECTRONIC SIGNATURE: Electronically Signed By: [REDACTED] on 07/14/2026 16:42 PM.

DIAGNOSIS:

H52.223 Regular astigmatism, bilateral

H52.4 Presbyopia

PROCEDURE:

92004 Exam Comp. New

1036F Current tobacco non-user

G9903 Patient Screened for Tobacco Use, Non Tobacco User

G8952 Pre-Hyper/Hyper BP documented, F/U not documented

92015 Exam Refraction

92310 Design Fit

Completed Exam: [REDACTED]

, OD

Date: 07/14/2026

Notes

7/22/26cp Called pt to see what she needed because she wanted me to call her. When calling the pt she said that she called on Monday 7/20/26 and talked to [REDACTED] who said was very rude and acted like she did not want to help her. [REDACTED] stated to pt she will email Dr [REDACTED] Tuesday pt called and [REDACTED] looked for trials for pt because she said she could not see close up but can see distance and needed them for driving. We did not have trials but [REDACTED] ordered some and emailed dr [REDACTED] to get pt in when Dr [REDACTED] was in office. When I called pt to schedule a follow up appt, she stated she had already called her insurance and they are working with her to get her benefits back because we were not helping her. I let pt know that Dr [REDACTED] was out of town and we did not have trials to give her or we definitely would have even though they are not working for her. Let pt know Dr [REDACTED] replied to my email and said to get her in for a follow up visit. but pt stated she had already contacted VSP and was getting her benefits back. I let pt know Dr [REDACTED] was not in the office at that time and we would schedule a follow up visit, that we can only assist so much until Dr [REDACTED] sees her for a follow up. Let pt know we would tell VSP our side of the story because we are trying to help pt but cant if Dr [REDACTED] is not in. Pt was upset from the get go about contact lens fitting and we are not giving fitting back to pt because he was fit in cl and their are signs all over office. 7/22/26cp

Took over phone call from [REDACTED] pt said she already talked to someone about it but she cant read her phone or her computer with her new cl can only see distance, I looked for trials in infuse and ultra let her know we dont have any because we have to reorder them for our own stock and dr is out of town it will be tomorrow. i asked [REDACTED] resend email w more details letting dr know on top of the email she already sent er 7/21/26

Pt called, said trials were not working for her and are blurry. Emailed Dr, was charged \$252 for a fitting on 7/14/2026 - [REDACTED] 7/20/2026

Pt called next day regarding fitting, I explained to her again what the fee was, and that the techs told her before we did the fitting, as they tell everyone, plus there are signs posted clearly posted all over the office for her to read. She wanted a copy of her rx's so I sent over glasses and contacts - [REDACTED] 7/22/26

Called pt let her know that the fit is not refundable that if pt has an issues because she said near is a little blurry that when she comes back in for a follow up visit with Dr. [REDACTED] that will be covered under the fit. Told pt to ask for [REDACTED] with any issues 7/15/26cp

**TAKE ADVANTAGE
OF OUR SUNGLASS
PROMOTION!**

With purchase of an annual
supply of contact lenses, get
30% off any sunglasses to
wear with them!

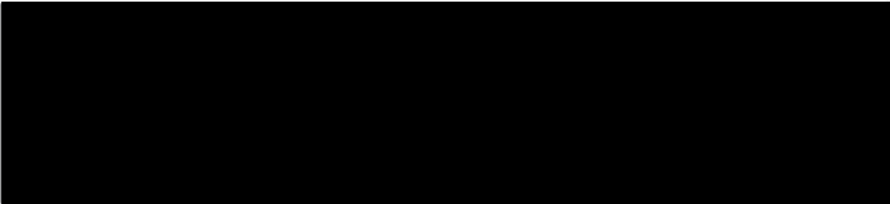
See opticians for details.

**CONTACT LENS
FITTING FEES**

Sphere: starts at \$105
Toric: starts at \$135
Mono Vision: starts at \$155
Mono Vision Toric: starts at \$175
Multifocal: starts at \$210
Multifocal Toric: starts at \$250

(all fees are estimates and are subject to change)

Patient Encounter

Patient	Provider	Encounter
		Date: 07/23/2026
		Type: Comprehensive Encounter

History

Reason For Visit

Patient Reason:

Had CL eval at [REDACTED] a few mos ago but not happy with the CL trials given because she couldn't see at the computer/near range.

Distance slight blur with current rx.
Removes rx for near tasks.

Only wants SV for distance.

LEE: few mos ago.

Provider Reason:

Referring

Addl Reason:

Review of Systems

Ocular:

Constitutio Negative

ENT: Negative

Neuro: Negative

Psych: Negative

Cardio: Negative

Respirator Negative

GI: Negative

GU: Negative

Musc/Skel: Negative

Integ: Negative

Endo: Negative

Hem/Lymp Negative

Allergy/Im Negative

Additional Comments:

Current Medications

No known active medications

AllergiesMedication Allergies

No known medication allergies

Comments

Other Allergies

No known other allergies

No latex sensitivity

Comments

Past, Family, Social HistoryOcular History

Ocular: Negative

Additional Comments:

Family History

Ocular: None

Medical: None

Additional Comments:

Social History

Tobacco: No

Smoking: Unknown if ever smoked

Alcohol: No

Hobbies:

Contact Lens HistoryCurrent Lenses

No Contact Lens information available

Lens History

Lens Age:

Supply

None

Wearing History

Ave Daily Wearing Time:

Ave Replacement Period:

Today's Wearing Time:

Continuous Wear Period:

Care History

Solutions

Drops Used:

Other

Additional Comments:

Examination**Vision Correction**Vision Correction

Comments

Had CL eval at [REDACTED] a few mos ago but not happy with the CL trials given because she couldn't see at the computer/near range.

Correction for Computer

No Correction

Correction for Reading

No Correction

Quality of Distance

Blurred

Correction for Distance

Eyeglasses

Quality of Computer

Acceptable

Quality of Reading

Acceptable

Exam**Current Glasses**

OD	-2.00	OS	-0.50 -0.75 x 010
Special Instructions	sv		

Autokeratometry

OD H Meridian	105	OS H Meridian	087
OD H Power	+45.00	OS H Power	+45.00
OD V Meridian	015	OS V Meridian	177
OD V Power	+43.75	OS V Power	+43.50

Autorefraction

OD	-2.50 -0.50 x 028	OS	-1.50 -1.00 x 002
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Dual NCT

OD IOP 1	16	OS IOP 1	14
Time 1	02:29 PM		

Aided Visual Acuity

OD Distance VA (20/)	40	OS Distance VA (20/)	80
Rx Worn	Habitual Glasses	VA Method	Snellen

Refraction

OD	-2.50 -0.50 x 025	OS	-1.50 -1.00 x 180
OD Distance VA (20/)	20	OS Distance VA (20/)	20

External Eye Exam**Cover Test**

UCT Distance	No Motion	UCT Near	No Motion
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Pupils - PERRL and APD Assessment

Neg	Yes	PERRL	Yes
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EOM (Motility)

OD Full Range	Yes	OS Full Range	Yes
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Anterior Segment Exam**Slit Lamp**

<i>Adnexa OD</i>	NL	<i>Adnexa OS</i>	NL
<i>Anterior Chamber OD</i>	IV	<i>Anterior Chamber OS</i>	IV
<i>Bulb Conj OD</i>	Clear	<i>Bulb Conj OS</i>	Clear
<i>Cornea OD</i>	Clear	<i>Cornea OS</i>	Clear
<i>Episclera OD</i>	Clear	<i>Episclera OS</i>	Clear
<i>OD Iris</i>	Flat and Clear	<i>OS Iris</i>	Flat and Clear
<i>OD Lens</i>	Clear	<i>OS Lens</i>	Clear
<i>Palpebral Conjunctiva</i>	Clear	<i>Palpebral Conjunctiva</i>	Clear
<i>Sclera OD</i>	Clear	<i>Sclera OS</i>	Clear

Posterior Segment Exam**Fundus**

<i>AV Crossing OD</i>	Normal	<i>AV Crossing OS</i>	Normal
<i>AV Ratio OD</i>	Greater than 2/3	<i>AV Ratio OS</i>	Greater than 2/3
<i>Art Reflex OD</i>	0	<i>Art Reflex OS</i>	0
<i>Macula OD</i>	Clear	<i>Macula OS</i>	Clear
<i>Optomap OD</i>	Yes	<i>Optomap OS</i>	Yes
<i>Periphery OD</i>	Clear & Flat, No Holes/Breaks	<i>Periphery OS</i>	Clear & Flat, No Holes/Breaks
<i>Post Pole OD</i>	Clear	<i>Post Pole OS</i>	Choroidal Nevus-Medium
<i>Vitreous OD</i>	Clear	<i>Vitreous OS</i>	Clear
<i>Fundus Comments OD</i>		<i>Fundus Comments OS</i>	medium size Nevus OS

Optic Nerve

<i>C/D H OD</i>	0.30	<i>C/D H OS</i>	0.30
<i>C/D V OD</i>	0.30	<i>C/D V OS</i>	0.30
<i>NR Rim OD</i>	Clear	<i>NR Rim OS</i>	Clear
<i>ONH Color OD</i>	Pink	<i>ONH Color OS</i>	Pink
<i>ONH Margins OD</i>	Distinct 360	<i>ONH Margins OS</i>	Distinct 360

Assessment and Plan**Diagnoses**

Dx Date	Dx	Description	Eye	Care Plan
07/23/2026	H52.223	Regular astigmatism, bilateral	OU	Rx change necessary. For distance only. Ok to wear contact lenses. Discussed CL options. Contact lens evaluation once trials are here.
07/23/2026	H52.13	Myopia, bilateral		Rx change necessary. For distance only. Ok to wear contact lenses. Discussed CL options. Contact lens evaluation once trials are here.
07/23/2026	D31.32	Benign neoplasm of left choroid	OS	UV protection is recommended. Regular monitoring is advised on a yearly basis.

Diagnoses Comments

Diagnoses CommentsAdditional Comments**Coding**

Service	Description	Diagnoses
92250	FUNDUS PHOTOGRAPHY	
92310	CL FITTING, BOTH EYES	
92004	COMP. OPTH. SERVICE, NEW PT	

Signed by [REDACTED] OD on 07/23/2026

Eyeglass Prescriptions

07/23/2026

Exp Date: 07/23/2027

	Sphere	Cyl	Axis	Near Add	Int Add	H Prism	V Prism
OD	-2.50	-0.50	025				
OS	-1.50	-1.00	180				

Used For:

Special Instructions and Recommendations

Material	High Index	
Tint		
AR Coating	Yes	Blue blocker
Photochromic	Yes	
UV Treatment		
Polarized		
LensType	Single Vision	
Instructions	For distance.	

This information is a summary of all examination findings from this patient encounter, and should be taken only as a representation of clinical data and decisions made at that individual visit.

Materials for Item No. 9

STATE OF NEVADA

JOE LOMBARDO
Governor



DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors

ADAM SCHNEIDER
Executive Director

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF OPTOMETRY

[Licensee1], O.D.
[Licensee1 email address]
via email only

Re: NSBO Complaint# 27-03
Patient: [Patient]

Dear Licensee:

This office has received information and a complaint alleging your care and treatment of the above-referenced patient may have been unprofessional as defined in Nevada Revised Statute (NRS) 636.295 and Nevada Administrative Code (NAC) 636.230.

It is alleged on 8/3/2026 6:15pm for this 20 year-old female patient:

She was made to do "the house" test and then proceeded to ask why she needs glasses. She says she has trouble seeing at night, and he goes on to ask if on her license she needs corrective lenses, and she said yes. He told her that she can barely see out of her left eye but it shouldn't matter because she only needs one good eye. He said at a DMV appointment, they will not ask her, so she does not need glasses. When she tried to explain to him that she also had an astigmatism, he said it doesn't matter because everyone has one. And throughout the whole appointment he kept saying that since the DMV isn't going to ask, that it doesn't actually matter and to just keep going because she does not need them. That was repeated at least 5 times during the appointment.

At the end of the appointment, he did not hand her over the paperwork, he threw it at her.

He did not listen to the patient, and told her that she did not need glasses when clearly he told her she was not able to see out of her left eye and only needed 1 eye to see.

Pursuant to NRS 636.305(3), in order to determine whether or not there has been a violation of NRS/NAC 636, please provide a written response. **Failure to responsively address each of the above allegations could result in a determination that you agree with the above allegations.** Please include any further information you believe would be useful for the Board to make a

determination in this matter.

Your reply to director@nvoptometry.org is due on or by the close of business **September 11, 2026**. If presented to the Board, this matter will be presented in a double-blind manner, i.e., the identity of yourself, your practice, and the patient will not be disclosed so as to allow an objective review of the allegations and response. **Therefore in your response refer to yourself as “Licensee 1,” your practice as “Location 1,” the patient as “patient,” and do NOT place your response on your personal or office letterhead.**

The Nevada State Board of Optometry investigates all information received concerning possible violations of NRS/NAC 636. This letter is not to be construed as a determination as to whether or not there has been a violation of such laws until a thorough investigation is completed. This correspondence is sent pursuant to NRS 636.305(2) and NRS 636.310(3), and the accompanying subpoena is sent pursuant to NRS 636.141 and NRS 629.061(1)(g). As a licensee subject to an investigation, you are required by law to timely provide the requested information.

Please be advised that if any particular allegations referenced above did occur, and depending on the facts and circumstances, then you may have violated the law, specifically including but not limited to:

NRS 636.295(8) (unprofessional conduct in the practice of optometry).

Respectfully,

/s/ Adam Schneider
Adam Schneider, Esq.
Executive Director

director@nvoptometry.org

Re: Response by Licensee 1 to a NSBO complaint made by a patient whom Licensee 1 performed an eye examination on 08/03/2026.

Licensee 1 states he has always looked out for the best interest and respect for all patients he has examined, and in no way has meant to minimize the patient's need to see better with eyeglasses ; quite the contrary, eyeglasses would improve the patient's vision, especially at night, as evidenced by the fact that the patient's visual acuity was improved from unaided Snellen visual acuity of R : 20/30 , L : 20/40 , Both 20/30, to 20/20 in each eye while looking thru the phoropter lenses and looking at the third and smallest of three snellen visual acuity lines 20/30 , 20/25 , and 20/20 on a lcd monitor at Location 1.

The patient came in not having eyeglasses at the time of the exam so I was thinking and concerned for the best interest of the patient that when the patient stated that the patient had a restriction on the back side of the patient's drivers license stating " corrective lenses required", that if the patient was cited for a traffic violation the patient would be cited for an addition infraction (large \$ fine)if the patient was not wearing corrective lenses. So I began to point out that the patient should not let the DMV mistakenly put "corrective lenses required" as a restriction on the reverse side of the license, because its been my impression that if a person comes in wearing glasses at the time of a DMV appointment, the individual processing the renewal might automatically put "corrective lenses required" especially since it is already on the reverse side of the out of state license which was about to be renewed at the DMV. So I was pointing out that the patient exceeds the minimal legal requirements of the Nevada DMV and corrective lenses are not required since the patient unaided visual acuity sees better or equal to 20/40 out of each eye, and that even the eye with the worst visual acuity still passes the dmv legal requirements without wearing glasses. The patient stated that the patient sees poorly because the patient has astigmatism which causes poor vision. Licensee 1 explained that astigmatism is a common refractive error , similar in incidence to and in combination with near sighted and far sighted, that it is not rare and is not a serious eye condition , is exhibited by many patients , and the patient only exhibited relatively small amounts. But Licensee 1 showed the patient's vision was correctable to 20/20 and that an Rx was given to the patient so that it could be filled at a optical shop

of choice and then be worn to improve the vision while wearing the glasses. Licensee 1 never stated the patient does not need glasses . Licensee 1 stated that glasses are not legally required for driving in Nevada. So Licensee 1 may have over emphasized that “corrective lenses” are not legally required by the DMV, but perhaps Licensee 1 should have over emphasized that patient should wear corrective lenses at all times ; Licensee 1 assumed since the patient was 20 years old and had already experienced improved vision while weaning glasses that patient was aware of this outcome of better vision , especially at night while wearing glasses.

Licensee 1 did not say the patient only needs one eye to see. Licensee 1 may have said a person with one eye may not need corrective lenses if one eye meets the minimum unaided visual of 20/40 or better.

Licensee 1 hand delivers paperwork on the counter top at near eye level from a sitting position at the conclusion of an exam and has never thrown paper at a patient. Licensee 1 has left hand thumb that is numb from cervical stenosis and is possible paperwork could slip in the transfer to the counter top .It,s hard to believe that Licensee 1 offended the patient and failed so miserably at trying to enlighten the patient on patients visual status, but apparently thats what happened.

“Was made to do the ‘house test” refers to the image of a house used in the pre-test auto refraction by the Topcon KR 800 in which an auto refraction and keratometer finding is done before the subjective refraction is done in the main exam room. Licensee 1 almost always does a second auto refraction after the subjective refraction to see if there is a difference in the end results since the patient's accommodative system is loosened up after the subjective . The patient may be objecting to being made to do a second auto refraction, but it gives Licensee 1 affirmation of the final Rx.

End of response.

DR. [REDACTED] PATIENT REGISTRATION

Name First [REDACTED] Last [REDACTED] M / F

Date of birth: [REDACTED] Age: 20 Tele# [REDACTED]

E-Mail [REDACTED] Occupation _____

Are you paying by (1) Vision Insurance Plan Y / N Or (2) Self Pay Y / N

(1) Vision Ins Plan _____ Member ID _____ Last 4 SS# _____

(2) Self- Pay by Debit / Credit/ Cash

When was your last eye exam 1yr ___ 2yr ___ 3yr ___ other _____

Do you want an eye exam for Glasses Y / N Contact Lenses Y / N

Reason for your Eye Exam visit today is :

(1) Routine Eye Exam to update and renew your prescription Y / N

(2) You have problems or concerns about vision you want addressed Y / N

Describe any problems you are having with your vision or the reason for your visit
Explain _____

Taking any eye drops Y / N If yes please list _____

Do you want a Dilation* today ? Y / N or Reschedule for another day Y / N

*See reverse side for explanation of dilation

REVIEW OF SYSTEMS (circle all that apply)		MEDICATIONS FOR CONDITIONS
Developmental disorders/cancer/fatigue	NONE	
Sinusitis/dry mouth/hearing loss/laryngitis	NONE	
Multiple sclerosis/epilepsy/seizures/tumors/stroke/migraine	NONE	
Depression/ADHD/anxiety/bipolar	NONE	
Hypertension/stroke/congestive heart failure	NONE	
Bronchitis/copd/emphysema/asthma/smoker	NONE	
Crohn's/colitis/ulcer/acid reflux/celiac	NONE	
Kidney/prostate/STD/pregnant/nursing/herpes	NONE	
Arthritis/fibromyalgia/muscular dystrophy/ankylosing spondylitis/gout	NONE	
Eczema/rosacea/psoriasis/herpes/shingles	NONE	
Diabetes type 1/diabetes type 2/thyroid/hormonal	NONE	
Anemia/large volume blood loss/ulcer/high cholesterol	NONE	
Drug/environmental allergies/rheumatoid/sjogren's/lupus	NONE	

List any drug allergies none

Past Ocular History (Circle all that apply or circle "None ")

<u>None</u>	Glaucoma Suspect	Glaucoma	Cataract	Macular Degeneration	LASIK/PRK	Eye Turn/ Strabismus
Lazy Eye/ Amblyopia	Patching	Retinal Detachment	Eye Injury	Eye Surgery	Keratoconus	Dry Eye

Family History	<u>None</u>		
----------------	-------------	--	--

OVER

Please indicate which services you would like today

CHECK HERE

Basic Eyeglass Exam/ Spectacle Rx (includes eyeglass prescription) w/o Dilation	\$80	☒
Basic Contact Lens Exam / CLRx (includes eyeglass & soft contact lenses prescriptions)	\$120	☐
Specialty Contact Lens Exam for Astigmatism or Presbyopia	\$140	☐
Dilation or Retinal Image (If not covered by insurance)	\$25	☐

*Dilation

Dilation is achieved by adding pharmaceutical eye drops to the eye : it makes the pupils larger and will enable your doctor to examine the posterior segment to better detect eye diseases and also to arrive at a more accurate spectacle Rx in many cases. It is recommended for most children and all patients every few years, especially those with medical systemic conditions such as diabetes or high blood pressure. Please understand that if a dilation exam is not performed, the doctor may not be able to detect eye diseases that may be present in the back part of the eye. Common temporary side effects of dilation are blurriness at near vision (4 hours) and increased sensitivity to sunlight or bright lights (6 hours).

- ☒ I wish to be dilated today
☐ I would like to decline the dilation
☐ I would like to reschedule the dilation for another day or referred out for dilation

Patient or Guardian Signature: _____ Date: ____/____/____

Acknowledgement of Receipt of Notice of Privacy Practices (HIPAA)

Patient or Guardian

Signature: _____

Date: _____

08/03/10

Name:

CC:

Age:

Date: 08/03/2026

VA	Dist		Near		Pupils
	SC	CC	SC	CC	
OD	20/40	20/	20/	20/	PEARL
OS	20/30	20/	20/	20/	APD: Neg.
OU	20/30	20/	20/	20/	Pos.

Subj. OD: -0.50 -0.75 X 175 20/20
OS: -0.75 -1.00 X 03 20/20

Muscles Cover Test
Far: 0 Near: 0.80 Motility: Full

Assessment: Myopia Hyperopia Astigmatism Presbyopia
Good CL Fit Ocular Health Clear and Quiet OU Referred

Visual Field
Confront Amsler Grid 30-2 FDT

OD: 0.50
OS: 0.50

Referred FTFC OD/OS

NAME

ME

AUG_03_2026 PM 06:15
NO. 9073G_03_2026 PM 06:15
NO. 9073

SN: 4750514

N: 4750514

KRT. DATA

F. DATA

<R>	D	MM	A
R1	44.50	7.57	178
R2	45.50	7.40	88
AVE	45.00	7.49	

D: 13.75 CYL: (-)

CYL: -1.00 178

S C A

1	MM1	MM2	A1
1	7.57	7.41	172

- 0.25 - 0.75 157

AVE 45.00 7.49

- 0.50 - 0.75 157

CYL: -1.00 172

- 0.75 - 0.75 158

2	MM1	MM2	A1
2	7.54	7.41	171

- 0.25 - 0.75 160

AVE 45.25 7.48

- 0.50 - 0.75 160

CYL: -0.75 171

- 0.50 - 0.75 158

3	MM1	MM2	A1
3	7.59	7.41	180

S. E. - 1.00

AVE 45.00 7.50

S C A

CYL: -1.00 180

- 1.50 - 1.25 179

4	MM1	MM2	A1
4	7.59	7.39	1

- 1.50 - 1.25 178

AVE 45.25 7.49

- 1.00 - 1.25 178

CYL: -1.25 1

- 0.50 - 1.25 173

5	MM1	MM2	A1
5	7.60	7.40	178

- 0.50 - 1.25 176

AVE 45.00 7.50

- 1.00 - 1.00 176

CYL: -1.00 178

- 1.25 - 1.25 177

6	MM1	MM2	A1
6	7.60	7.41	180

- 1.00 - 1.25 177

AVE 45.00 7.51

S. E. - 1.75

CYL: -1.00 180

0.5

7	MM1	MM2	A1
7	7.53	7.38	175

TOPCON

AVE 45.25 7.46

CYL: -1.00 175

<L>	D	MM	A
R1	44.50	7.61	3

CYL: -1.00 3

1	MM1	MM2	A1
1	7.71	7.59	36

AVE 44.25 7.65

CYL: -0.75 36

2	MM1	MM2	A1
2	7.60	7.37	4

AVE 45.25 7.49

CYL: -1.25 4

3	MM1	MM2	A1
3	7.60	7.38	3

AVE 45.25 7.49

CYL: -1.25 3

4	MM1	MM2	A1
4	7.60	7.38	3

AVE 45.25 7.49

CYL: -1.25 3

5	MM1	MM2	A1
5	7.59	7.37	180

AVE 45.25 7.48

CYL: -1.25 180

6	MM1	MM2	A1
6	7.57	7.40	177

AVE 45.00 7.49

CYL: -1.00 177

7	MM1	MM2	A1
7	7.59	7.38	1

AVE 45.25 7.49

CYL: -1.25 1

8	MM1	MM2	A1
8	7.61	7.39	1

AVE 45.00 7.50

CYL: -1.50 1

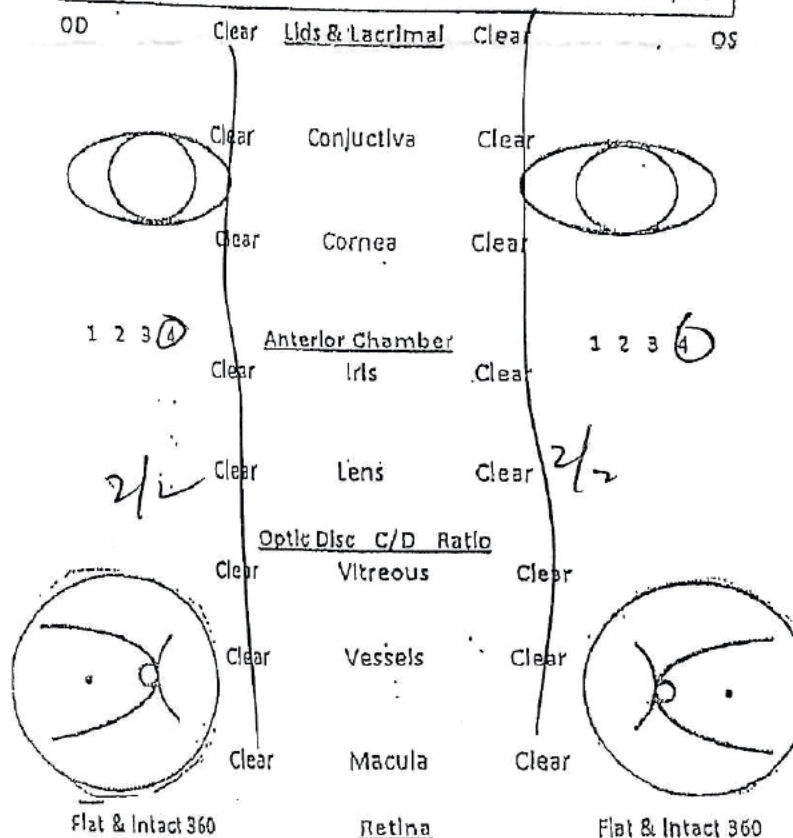
NAME

AUG/03/2026 PM 06:19

R	mmHg	AVG
19		19
L	20	20

CT-80 TOPCON

TOPCO



Flat & Intact 360

Retina

Flat & Intact 360

Yes No Pt. Educated on Importance of OPE

Instruments: VSF 90D 78D BIO 00

OPA: 0.5% Tropicamide 1.0% Fluress Proparacaine 2.5% Phenylephrine

OPTOMETRIST

Independent

O.D.

Family Eye Care
Contact Lens Exams
Walk-Ins Welcome
Office: [REDACTED]

First [REDACTED] Last [REDACTED] Date 08 / 03 / 2026
DOB [REDACTED] Phone / / EXT

SRx	Sphere	Cylinder	Axis	Near ADD	H Prism	V Prim
OD	-0.50	-0.75	175			
OS	-0.75	-1.00	003			

SV Dist. ☐ SV Near ☐ SV Intermed. ☐ Progressive Add No Line Multifocal ☐ Line Bifocal
Rx Use: ☐ Constant ☒ Dist. Only ☐ Near Only ☐ Intermed. Only ☐ Classroom ☐ Over CL's

SPECIAL INSTRUCTIONS:

- | | | |
|--|---|---|
| ☐ ANTI-REFLECTIVE (A/R) | ☐ MYOPIA RIGHT EYE | ☐ EMMETROPIA RIGHT EYE |
| ☐ TRIVEX/HD LENSES | ☐ MYOPIA LEFT EYE | ☐ EMMETROPIA LEFT EYE |
| ☐ POLYCARBONATE LENSES | ☒ MYOPIA BILATERAL | ☐ EMMETROPIA BILATERAL |
| ☐ POLARIZED LENSES | ☐ HYPERMETROPIA RIGHT EYE | |
| ☐ TRANSITIONS LENSES | ☐ HYPERMETROPIA LEFT EYE | |
| ☐ PRESCRIPTION SUNGLASSES | ☐ HYPERMETROPIA BILATERAL | |
| ☐ BLUE BLOCK | ☐ REGULAR ASTIGMATISM RIGHT EYE | |
| ☐ TINT | ☐ REGULAR ASTIGMATISM LEFT EYE | |
| ☐ HIGH INDEX | ☒ REGULAR ASTIGMATISM BILATERAL | |
| | ☐ PRESBYOPIA | |

CLRx	Contact Lens Brand	BC	Sphere	Cylinder	Axis	OAD	ADD
R							
L							

Wearing Schedule ☐ DW (daily, no sleeping in) ☐ *EW (extended wear for daytime use and or sleeping in)
*Extended wear is limited to six maximum consecutive overnights followed by one off overnight then follow replacement schedule.

Replacement Schedule ☐ One Day ☐ Two Weeks ☐ One Month

Back Up Eyeglasses recommended for all Contact Lens Wearers

Remarks:



Optometrist

First Last Date 08/03/2026

DOB Last 4 SS# Tele # / /

Vision Insurance NO Member ID#

Fees

Eye Exam w/ written Eyeglass SRx, includes 60 days follow up and
1) Comprehensive Eye Exam (92004 / 92014 / S0620 / S0621)
2) Refraction (92015)

Eye Exam \$80

Contact Lens Upgrade (92310 / S0592) w / Written CL Rx
(includes 60 days follow up)

CL Upgrade

Dilation

Other

Total Professional Fees 80

Insurance Co Pay

Upgrade (not covered by copay).....

Amount Paid (Cash/CC/Debit) \$80

Balance Owed by Patient 0

Paid in Full





Mon, Aug 03, 2026 18:45:52

SALE

APPROVED

Verified by PIN



DEBIT Contactless

AMOUNT	\$80.00
SUBTOTAL	\$80.00
TOTAL	\$80.00



CARDHOLDER/VISA

*** Merchant copy ***

Thank you
Please come again



Driver's License Review
555 Wright Way
Carson City NV 89711
Reno/Carson City (775) 684-4DMV (4368)
Las Vegas (702) 486-4DMV (4368)
dmv.nv.gov

Eye Examination Certificate

Nevada Administrative Code 483.310, and 483.340

This Eye Examination Certificate must be presented within 90 days of the date the examination was performed by a physician or optometrist licensed to practice in the State of Nevada.

Applicant's Information

Name of Applicant

Last Name:

First Name:

Middle Name:

Date of Birth: mm/dd/yyyy

Nevada Driver's License Number:

Physical Street Address:

City:

State:

Zip Code:

Telephone Number:

Physician's Information

I certify that I have examined the above-named applicant and offer the following record of the eye examination.

Physician's Name

NV #

Last Name:

First Name:

Middle Name:

Eye Examination Information

Eyes	Without RX	With Current RX	With New RX if Being Changed
Right Eye	20 / 30	20 / NA	20 / 20
Left Eye	20 / 40	20 / NA	20 / 20
Both Eyes	20 / 30	20 / NA	20 / 20

1. Could visual acuity deficiency be corrected with glasses?

☒ Yes

☐ No

2. Are glasses being fitted?

☒ Yes

☐ No

3. Are there any progressive abnormalities?

☐ Yes

☒ No

4. Will the applicant's condition, as described above, impair his/her ability to safely operate a motor vehicle?

☐ Yes

☒ No

Eye Examination Certificate

If **yes**, please further explain the case and recommend restrictions:

Corrective Lenses are not required

Physician's Signature: blue or black ink

Date Exam: mm/dd/yyyy

08/03/2026

Duly licensed to practice:

Optometry

in Nevada

Physician's Street Address:

City:

State:

Zip Code:

NV

Telephone Number:

Applicant's Signature: blue or black ink

Date: mm/dd/yyyy

Materials for Item No. 10

STATE OF NEVADA

JOE LOMBARDO
Governor



DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors

ADAM SCHNEIDER
Executive Director

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF OPTOMETRY

[License1], O.D.
[licensee email address]
via email only

Re: NSBO Complaint# 27-05
Patient: [Patient]

Dear Licensee:

This office received a complaint alleging that your care and treatment of the above-referenced patient may have been unprofessional as defined in Nevada Revised Statute (NRS) 636.295 and Nevada Administrative Code (NAC) 636.230. It alleges on 8/3/2026:

I went for an eye exam, because I wear contacts and wanted to see if I may have needed a new prescription. The exam was at Eye care at [Location1]. I needed a new prescription and asked for a written RX. The doctor refused to give it to me and said I needed to buy the contact lenses from his office. I refused and stated I purchase my lenses at 1800 contacts for years. He refused to give me my new prescription.

I called to get a copy of my RX and the office sent me a copy of my old prescription.

1800 contacts also called for my prescription and they refused to share it.

They will not give me a copy of my new eye prescription even though my visit was paid for it.

The Board is aware that the above allegations regard a male, but there are no males registered at this location nor any Fill-In Requests for that day for that location. Please provide any relevant explanatory information on this issue.

Pursuant to NRS 636.305(3), in order to determine whether or not there has been a violation of NRS/NAC 636, please provide a written response. **Failure to responsively address each of the above allegations could result in a determination that you agree with the above allegations.** Please include any further information you believe would be useful for the Board to make a determination in this matter.

Your reply to director@nvoptometry.org is due on or by the close of business **September 11, 2026**. If presented to the Board, this matter will be presented in a double-blind manner, i.e., the identity of yourself, your practice, and the patient will not be disclosed so as to allow an objective review of the allegations and response. **Therefore in your response refer to yourself as “Licensee 1,” your practice as “Location 1,” the patient as “patient,” and do NOT place your response on your personal or office letterhead.**

The Nevada State Board of Optometry investigates all information received concerning possible violations of NRS/NAC 636. This letter is not to be construed as a determination as to whether or not there has been a violation of such laws until a thorough investigation is completed. This correspondence is sent pursuant to NRS 636.305(2) and NRS 636.310(3), and the accompanying subpoena is sent pursuant to NRS 636.141 and NRS 629.061(1)(g). As a licensee subject to an investigation, you are required by law to timely provide the requested information.

Please be advised that if any particular allegations referenced above did occur, and depending on the facts and circumstances, then you may have violated the law, specifically including but not limited to:

NRS 636.295(8) (unprofessional conduct in the practice of optometry);
NRS 636.295(13)(b) (The maintenance, availability or distribution of any medical record of a patient”); and
NAC 636.680 as amended by R066-19(43) (specifications for distribution of contact lens prescription)

Respectfully,

/s/ Adam Schneider
Adam Schneider, Esq.
Executive Director

In response to your email, this patient was last seen September 27, 2023 at Location 1. She scheduled an appointment for an exam to renew her contact lens prescription in early August, 2026, but ended up canceling the appointment. She did not have an eye exam at Location 1 in 2026. She has been trying to refill her contact lens prescription through 1(800) contacts and we did receive a request from 1(800) for this patient, but we did not have a current prescription to release. The patient was adamant that we send her a copy of her prescription, so we emailed her the last prescription we had on file, which was from 2023. We explained to her that it was an expired prescription. I am not sure why she referenced the doctors here as male, as both Licensees at this location are female. This patient had also contacted our office in July of 2026, when we discussed the contact lens prescription and then requested to be removed from our list of active patients. I will send you a copy of the conversation in a separate email.

Respectfully,

Licensee 1

[Redacted]
[Redacted]
NV [Redacted]

Phone: [Redacted]
Fax: [Redacted]

Contact Lens Prescription Release
 Fill Exactly As Written, NO SUBSTITUTIONS

Patient: [Redacted]

Date: 7/13/2026

Phone: [Redacted]

Prescription Date: 9/27/2023

Expiration Date: 9/27/2024

Quantity Authorized: OD: 12 OS: 12
 Disinfection Method: Complete Replacement Interval: 2 Weeks

X Disposable					
X Sphere					
Manufacturer	Series	Base Curve	Diameter	Sphere	Tint
OD Coopervision	Biomedics 55	8.8	14.2	+4.25	
OS Coopervision	Biomedics 55	8.8	14.2	+4.50	
Notes: PRESCRIPTION IS EXPIRED.					

Signature : [Redacted Signature]
 [Redacted] OD

License # [Redacted]

From: [Location1 email address]

Date: Mon, Jul 13, 2026 at 12:43 PM

Subject: Re: [Patient Name]

To: [Patient email address]

Hello,

Attached is a copy of your contact lens prescription for your records. Please note that this prescription expired on September 27th, 2024 and is no longer valid for ordering contact lenses. Per your request you have been removed from our records. Thank you!

Materials for Item No. 12



Executive Order 2026-003

Order Requiring a Review of Existing Regulations by All Executive Branch Agencies, Departments, Boards, and Commissions

WHEREAS, state regulations should protect workers, consumers, and the environment, while promoting entrepreneurship and economic growth; and

WHEREAS, state regulations can become outdated, result in unintended consequences, create conflicts, or impose an unnecessary burden on citizens, businesses, or government entities; and

WHEREAS, it is in the best interest of the state of Nevada that its regulatory environment be concise, transparent, stable, balanced, predictable, and thoughtfully constructed; and

WHEREAS, Nevada's current regulatory structure is too often unfocused and inefficient, contains regulations that are obsolete, and includes regulations that are unnecessarily onerous, thereby limiting the economic potential of the State; and

WHEREAS, Executive Order 2023-003 was a critically necessary first step in addressing Nevada's outdated, inefficient regulatory structure by streamlining, clarifying, and reducing over 900 unnecessarily burdensome regulations; and

WHEREAS, the continued, thoughtful review of Nevada's regulations should be driven by citizen and industry input, including an initial meeting to garner stakeholder feedback, receive recommendations, and engage in nuanced discussions regarding regulations that should be considered for revision or removal (to improve the general welfare and foster innovation); and

WHEREAS, Article 5, Section 1 of the Nevada Constitution provides that, "The Supreme Executive Power of this State shall be vested in a Chief Magistrate who shall be Governor of the State of Nevada;

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and laws of the State of Nevada, it is hereby ordered as follows:

SECTION 1:

Every executive branch department, agency, board, and commission shall hold a public hearing, after having provided reasonable notice consistent with Chapter 241 of the Nevada Revised Statutes, to key industry stakeholders, to: (i) solicit from those stakeholders recommendations regarding regulations that should be streamlined, clarified, or removed; (ii) undertake a comprehensive review of the regulations subject to its enforcement; and (iii) identify other regulatory changes the subject department, agency, board, or commission determines worthy of consideration. Any meeting(s) necessary to carry out the directives in this Section must be held no later than October 29, 2026.

SECTION 2:

After receiving the comprehensive stakeholder input described in Section 1, every executive branch department, agency, board, and commission shall substantively review the regulations discussed and/or proposed for revision or removal during those meetings. On or before December 31, 2026, each department, agency, board, and commission shall provide a report to the Governor's office detailing how the regulations subject to its enforcement can be streamlined, clarified, reduced, or otherwise improved to ensure those regulations provide for the general welfare of the State without unnecessarily inhibiting economic growth.

SECTION 3:

As part of its report, every executive branch department, agency, board, and commission shall provide a list of between five (5) and ten (10) regulations recommended for such consideration, ranking them in descending order of priority. Additionally, each report shall include a description of: (i) any recommendations raised by stakeholders; (ii) whether those recommendations were accepted and incorporated into the department's, agency's, board's, or commission's final recommendation; and (iii) if those recommendations were not incorporated, an explanation for that non-incorporation.

SECTION 4:

Reports shall be emailed to the Governor's Office at regreview@gov.nv.gov no later than December 31, 2026. Any questions from any executive branch department, agency, board, or commission regarding reporting obligations should be sent to the same address.

IN WITNESS WHEREOF, I have hereunto set my hand
and caused the Great Seal of the State of Nevada to be
affixed at the State Capitol in Carson City, this 17th day
of August, in the year two thousand twenty-six.





Governor



Secretary of State



Deputy



Adam Schneider, Esq.
Executive Director
Nevada State Board of Optometry
PO Box 1824, Carson City, NV. 89702
September 18, 2026

The Nevada Optometric Association wishes to provide feedback to the Nevada State Board of Optometry in response to Governor Lombardo's Executive Order 2026-003 issued to identify opportunities to streamline, clarify, amend, repeal, or otherwise improve Nevada's regulatory environment.

Regarding R066-19 Section 12:

While the intent of Section 12 is to regulate the relationships between licensees and non licensees for the purpose of protecting the public, the NOA perceives vulnerability in the vagueness and lack of enforcement provisions throughout the regulation. The NOA believes current language invites the use of loopholes at the expense of oversight and public protection.

The proliferation of unregulated relationships is also creating a 2-tiered government system for licensees in which certain licensees are insulated from NSBO purview.

In its current form, what is intended to enable a licensee to "outsource" operational duties to focus on clinical care, has ballooned into arrangements where non-regulated entities are allowed to dictate critical functions of eye care providers leaving the provider (and the public) to the devices of private equity funds and giant retailers. It appears to the NOA that the NSBO's disciplinary authority is being systematically eroded in favor of non-regulated entities engaging in regulated activities.

- Specifically, Section 1(b) states that the optometrist "must maintain financial and organizational independence from any person who is not licensed to practice optometry, other than the physician" but passively allows Management Service Organizations to engage in management contracts which may control most of the Practice's revenues.

The NOA proposes such arrangements be reviewed by the NSBO and approved for compliance.

- Lack of specificity in Section 2 invites MSOs and other non-licensees to hide behind management contracts that obscure financial independence.
- Section 3 contains contradictory language which masks the demarcation between clinical and operational judgement. Specifically, the NOA believes that unregulated decisions regarding clinical staffing can and do impact clinical decision-making. In the current environment of vertically integrated MSOs, many unregulated entities have a vested, and possibly conflicted interest in imposing programs such as, but not limited to EMR products, supply chain constrictions, and captured prospective patients in business relationships.

“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.”

The NOA proposes

1. Eliminating the use of the terms “limited” and “without limitation” within the same sentence.
2. Replace the term “payroll” with “payroll administration”.
3. Limit certain restrictions on supply chain management, EMR, and associated entity’s vision benefit manager subsidiaries.

The NOA respectfully urges the Nevada State Board of Optometry to consider these recommendations as part of its review of Nevada’s regulatory framework.

Entities whose sole purpose is not aligned with the values and mission of the NSBO represent threats to Nevadans in need of eye care and should be regulated uniformly.

The NOA appreciates the Board’s attention to these issues and welcomes the opportunity to participate in further discussion or provide additional input as this process moves forward.

Regards,

Steve Girisgen, O.D.
President



H. Kenneth Kopolow, O.D.,
President Elect



Spencer Quinton, O.D.
Past President



Steve Nguyen, O.D.
Secretary Treasurer

Steve Nguyen, OD

Frances Lynn Jones, O.D.
Board Member at Large

Francis Jones, OD

PROPOSED REGULATORY AMENDMENTS

NAC 636.245 and NAC 636.250

Streamlined Draft for Board Consideration

SUBMISSION CONTEXT

Submitted in response to Executive Order 2026-003, issued August 17, 2026, directing Nevada boards and commissions to review regulations for opportunities to streamline, clarify, amend, repeal, or otherwise improve the regulatory environment. This version consolidates duplicative provisions while preserving the substantive safeguards, disclosure duties, record access, and enforcement mechanisms of the prior draft.

Reference: Executive Order 2026-003, Sections 1-3 (Aug. 17, 2026).

September 21, 2026

Nevada State Board of Optometry

NAC 636.245 - Business relationships with persons not licensed to practice optometry; independence; compensation; disclosure; records; enforcement.

(NRS 636.125, 636.295, 636.301, 636.372, 636.373)

1. Permitted business relationships; written agreement.

An optometrist may form an association or other business relationship with a person, other than a physician, who is not licensed to practice optometry for bona fide nonclinical business functions. Such functions may consist only of services related to payroll administration; human resources; real estate; regulatory matters not related to health care; accounting services; administration of employee benefits; marketing; merchandising; occupancy; accounts payable and receivable; supply chain management in accordance with NRS 686A.135; business development and administration; labor; compliance; purchasing; technology and information systems; and medical billing and collection.

Nothing in this subsection authorizes an unlicensed person to practice optometry or to control the bank accounts, professional revenues, assets, financial decisions, professional judgment, governance, or economic ownership of the optometric practice.

If the unlicensed person receives compensation or other economic benefit, the relationship must be in writing and must identify the parties and services; state the material rights and obligations and the method of compensation; separately identify material compensation for management or administrative services, personnel, real property, equipment, technology to include communication platforms, internet, intellectual property or trade names, customer relationship management, patient recall, marketing, billing or collection, purchasing or procurement, financing, and other material goods or services; provide the optometrist access to records reasonably necessary to demonstrate compliance; and grant no authority prohibited by chapter 636 of NRS or this chapter. Duties imposed by this section may not be waived, transferred or avoided by contract, and conduct required by a management agreement, lease, financing agreement, corporate policy or instruction of another person does not excuse noncompliance.

2. Professional and organizational independence.

A licensee shall comply with applicable Internal Revenue Service requirements, maintain actual professional, organizational and financial independence from an unlicensed person, and retain ultimate authority over the optometric practice as required by chapter 636 of NRS. Independence must exist in actual operation and not merely in the title, form, or wording of an agreement.

An unlicensed person shall not directly or indirectly control, dictate, influence or interfere with professional judgment. The optometrist must retain ultimate authority over clinical decisions; diagnosis and treatment; clinically appropriate examination and treatment time; patient scheduling, access or quality of care; scope of professional services; clinical facilities, equipment, diagnostic procedures, contact lenses, ophthalmic lenses, eyeglass frames, drugs and treatment protocols; referrals; medical records; clinical policies; and the hiring, credentialing, supervision, discipline, termination and professional compensation of licensed health care professionals to the extent those matters directly or indirectly affect professional judgment or patient care.

An unlicensed person shall not possess an irrevocable proxy, power of attorney or similar authority over ownership or governance; unilaterally select, replace or remove an owner or control a successor owner; require transfer of an ownership interest upon termination of a business-services relationship except under an arrangement agreed to by the licensee; control governing documents so as to render the licensed owner's rights nominal or illusory; use contractual, financial or operational rights to compel a change in professional judgment; or otherwise possess rights substantially equivalent to those of an owner.

3. Financial independence; compensation and residual earnings.

Compensation or other economic benefit paid to an unlicensed person must be for identifiable, bona fide goods or services actually furnished; commercially reasonable; and consistent with fair market value. It must not compensate for the optometrist's professional license, the right to practice optometry, professional goodwill, patient relationships or referrals, the right to furnish professional optometric services, or any other right that may lawfully belong only to the optometrist or optometric practice; constitute a prohibited division of professional fees; provide a continuing or residual economic interest substantially equivalent to ownership; or have the purpose or practical effect of transferring the predominant economic benefit of the optometric practice to a person not legally authorized to own it.

After payment of reasonable and necessary practice expenses, including fair-market-value compensation for bona fide goods and services, residual earnings and economic benefits must remain for the benefit of persons legally entitled to own the optometric practice. An unlicensed person shall not have a right to substantially all or a predominant portion of residual earnings, to the revenues remaining after a salary, guaranteed payment, fixed distribution or other limited

benefit to the licensed owner, to an ownership-equivalent economic interest, or to a payment priority that makes the licensed owner's economic interest nominal or illusory. This subsection does not prohibit rent permitted by NRS 636.372.

4. Ownership-equivalent arrangements; aggregation; substance over form.

A licensee shall not participate in an arrangement in which the licensee owns an optometric practice in name or form while an unlicensed person possesses the predominant economic interest or actual control ordinarily associated with ownership. In determining compliance, the Board may consider the totality of the circumstances, including whether:

- (a) The licensed owner receives only a salary, guaranteed payment, nominal distribution or other limited economic benefit while the unlicensed person receives substantially all or a predominant portion of the remaining economic benefit;
- (b) The unlicensed person has unilateral authority to sweep, transfer, retain, pledge, encumber or otherwise dispose of practice revenues or accounts receivable, or professional revenues are deposited into or automatically transferred to an account owned by or maintained for the benefit of the unlicensed person;
- (c) Termination of the business relationship requires the licensee, as a practical matter, to surrender ownership or control, or the unlicensed person controls the disposition, transfer or succession of ownership;
- (d) The amount, structure or priority of payments leaves the licensed owner without a meaningful residual economic interest, or the unlicensed person receives the material benefits and bears the material risks ordinarily associated with ownership; or
- (e) The combined contractual, financial, governance, technological or operational rights held by the unlicensed person are substantially equivalent to ownership or control.

The Board may aggregate all agreements, transactions and transfers of value between the optometric practice, the unlicensed person and its affiliates, including management and administrative fees, billing and collection charges, rent and occupancy, equipment, staffing, technology, intellectual property or trade-name fees, marketing, purchasing and procurement, consulting or business-development fees, financing charges, rebates, credits and similar economic benefits. An arrangement that would violate this section as a single agreement does not become permissible because it is divided among multiple agreements, entities, affiliates, accounts, invoices or payment categories.

The Board may consider the actual operation, financial effect and economic substance of the relationship and is not bound by the title or characterization of an agreement or payment, the number or form of entities used, or a representation that the optometrist owns or controls the practice if the actual relationship demonstrates otherwise.

5. Professional revenues and financial accounts.

Professional revenues must be deposited into an account owned by or maintained for the benefit of the optometric practice, and the licensed owner or owners must retain ultimate authority over the disposition of practice revenues and financial accounts. An unlicensed person may receive only the limited access reasonably necessary to perform authorized ministerial services such as account reconciliation, payment processing, payroll or accounts payable; such access must not confer beneficial ownership or unilateral economic control. The unlicensed person may not transfer practice funds to itself or an affiliate except for amounts properly due under an agreement that complies with this section, and the licensed owner must have sufficient access to determine the practice's revenues, expenses, assets, liabilities and material transfers of value.

6. Disclosure and annual certification.

A licensee shall disclose to the Board, on a form prescribed by the Board, each material relationship subject to this section. The disclosure must identify the parties; direct and indirect ownership or control of the unlicensed entity; affiliates receiving material compensation or economic benefit; the goods or services furnished; the method of material compensation; persons with authority over material financial accounts, governance or ownership transfers; and material management, administrative-services, lease, equipment, staffing, billing, intellectual-property, financing or similar agreements. The disclosure is due within 30 days after entering the relationship, with the first renewal after the effective date for an existing relationship, and within 30 days after a material change.

At each renewal, a licensee subject to this section shall certify or declare under penalty of perjury, in the form prescribed by the Board, that all required relationships and material changes have been disclosed; the information is complete and accurate; no undisclosed material written or oral arrangement exists; the licensee maintains the professional, organizational and financial independence required by this section; no unlicensed person possesses prohibited professional control, financial control or an ownership-equivalent economic interest; and the licensee has access to records reasonably necessary to verify compliance.

7. Records; access; production; investigation.

A licensee shall maintain records reasonably sufficient to demonstrate compliance, including material business agreements; leases; staffing, billing, marketing, technology, purchasing and financing agreements; organizational and ownership records; governing documents; proxies, powers of attorney, succession agreements and transfer restrictions; records identifying persons with authority over material financial accounts or computerized systems; general ledgers and financial statements sufficient to identify material revenues, expenses and transfers; invoices supporting material charges; and appraisals, valuations or fair-market-value analyses relied upon by the parties. Records must be retained for at least ten years after the later of their creation or termination of the agreement to which they relate.

A licensee shall not enter into, extend or renew a relationship subject to this section unless the agreement gives the licensee the right to obtain records reasonably necessary to demonstrate compliance, requires the service provider to furnish those records within a reasonable time, permits their production to the Board, and requires compliance with lawful subpoenas or compulsory process. Confidentiality or nondisclosure provisions do not excuse production to the Board pursuant to lawful authority.

Upon written request of the Board, Executive Director or authorized investigator, a licensee shall produce responsive records within the licensee's possession, custody or control not later than 15 business days after receipt unless another period is specified for good cause. A licensee may not avoid production because a record is maintained by a management company, billing company, accountant, landlord, financial institution, affiliate, attorney or other person if the licensee has a contractual or legal right to obtain it, except to the extent a lawful privilege applies.

The Board may use its lawful inspection, subpoena and investigative authority to review agreements, financial records and account authority; inspect premises; interview the licensee and employees; and examine the actual operation of the relationship as reasonably necessary to determine compliance.

8. Violations; corrective action; advertising; no waiver.

A licensee violates this section by failing to make a required disclosure, report a material change, certify compliance, maintain or timely produce required records, or cooperate with a lawful investigation; knowingly providing materially false, incomplete or misleading information; maintaining an undisclosed material written or oral arrangement; concealing the actual operation or economic substance of a relationship; or altering, destroying or concealing relevant records after notice of a complaint, investigation, inspection, subpoena or request. Each failure to disclose, report, certify, maintain or produce required information may constitute a separate violation and grounds for discipline under NRS 636.295 and NAC 636.230.

As authorized by chapter 636 of NRS, the Board may require corrective action reasonably related to a violation, including amendment or termination of a noncompliant agreement; restoration of professional, organizational or financial control to the licensee; an independent fair-market-value analysis; periodic compliance reports; audit or monitoring; and other lawful corrective measures. Proof of actual patient injury is not required when the conduct otherwise constitutes grounds for discipline.

Advertising, signage, websites and promotional materials must accurately portray the relationship and must not falsely or misleadingly represent that an unlicensed person owns, controls or provides the professional optometric services of the practice. Duties imposed by this section may not be waived, transferred or avoided by contract, and conduct required by a management agreement, lease, financing agreement, corporate policy or instruction of another person does not excuse noncompliance.

9. Definitions.

- (a) "Affiliate" means a person or entity that directly or indirectly controls, is controlled by or is under common control with another person or entity.
- (b) "Fair market value" means the value of goods or services resulting from bona fide arm's-length bargaining between well-informed parties without taking into account patient referrals, the optometrist's professional license, the right to furnish professional optometric services, or another consideration that may not lawfully be transferred to an unlicensed owner.
- (c) "Financial independence" means that the licensed owner retains a genuine and substantial economic interest in and financial authority over the practice and that an unlicensed person does not possess the predominant economic interest, beneficial ownership or financial control of the practice.
- (d) "Material change" means a change that could reasonably affect professional, organizational or financial independence or materially alter the economic relationship between the practice and an unlicensed person.

- (e) "Ownership-equivalent economic interest" means a contractual, financial or other interest that, considering the totality of the circumstances, provides substantially the same economic benefits or financial control as ownership of the optometric practice.
- (f) "Residual earnings or profits" means practice earnings remaining after reasonable and necessary expenses, including commercially reasonable compensation at fair market value for bona fide goods and services.
- (g) "Unlicensed person" means a person who is not licensed to practice optometry pursuant to chapter 636 of NRS.

NAC 636.250 - Separation between office of optometry and other businesses; operational independence; prohibited relationships; enforcement.

(NRS 636.125, 636.295, 636.300, 636.301)

1. Physical and operational separation.

A licensee whose office is located in a part of a building, premises or commercial establishment where an unlicensed person conducts business shall maintain a clear physical separation by partition or wall and shall maintain separately from the unlicensed business: (a) a reception area; (b) a cash drawer or other system for receiving payments; (c) patient scheduling; (d) staff; (e) computerized systems used for the optometric practice; (f) medical records; (g) professional financial accounts; and (h) the physical space used to provide optometric services.

The separation must be actual, functional and operational, not merely nominal, contractual or physical. A wall, separate legal entity, trade name or written agreement does not establish compliance if the actual operation of the businesses gives the unlicensed person prohibited professional, organizational or financial control.

2. Determining operational separation; shared systems.

In determining compliance, the Board may consider who employs, pays, supervises and directs personnel; controls patient scheduling, professional fees, merchant processing or financial systems; owns or controls telephone numbers, websites, domain names or patient-facing communications; possesses administrator credentials or access to scheduling, billing, electronic health record or financial systems; performs duties required to remain separate; controls access to the office, professional equipment, patient records or financial information; and whether patients can reasonably distinguish the optometric practice from the unlicensed business. The Board may also consider whether the unlicensed business can discipline, terminate or economically penalize an optometrist because of a professional decision and the actual operation and practical effect of the relationship.

A licensee may purchase bona fide administrative or technological services from an unlicensed person only if the arrangement complies with NAC 636.245 and does not defeat the separation required by this section. Access rights must be limited to what is reasonably necessary to perform authorized services; the optometrist must retain ultimate control of professional functions and access to patient and financial information; and administrator or technological access may not be used to exercise prohibited control or to combine the businesses into a single operation under the control of the unlicensed person.

3. Prohibited employment and legal representation.

A licensee shall not: (a) use legal representation paid for or arranged by an unlicensed person in a Board proceeding concerning the business relationship between the licensee and that person; or (b) except as authorized by NRS 636.347, serve as an employee or independent contractor of a person who is not licensed to practice optometry. In applying paragraph (b), the Board may consider the substance and practical operation of the relationship and is not bound by the licensee's designation as an owner, shareholder, member, partner or other title.

4. Disclosure, certification and records.

A licensee subject to this section shall disclose to the Board each location at which the optometric practice is co-located with an unlicensed business and the parties have a lease, sublease, management, administrative, payroll administration, marketing, and technology. The disclosure must identify the other business, the nature of the relationship, and any lease, sublease or occupancy agreement. A material change must be reported within 30 days. The Board may permit this disclosure to be combined with the disclosure required by NAC 636.245.

At renewal, the licensee shall certify that each required location has been disclosed; the physical and operational separation required by this section is maintained; no undisclosed arrangement materially alters that separation; the licensee is not serving as an employee or independent contractor; and the licensee maintains the independence required by NAC 636.245.

The licensee shall maintain records reasonably sufficient to demonstrate compliance, including leases and subleases; floor plans or similar records showing occupied areas; staffing agreements and payroll records sufficient to identify the employer; agreements concerning scheduling, computer, billing, payment or shared systems; and records

identifying persons with administrator access to material computerized systems or authority over material financial accounts. The retention, access, production and service-provider record-access requirements of NAC 636.245 apply to these records.

5. Inspection; substance over form.

The premises and operations of a licensee subject to this section are subject to inspection as authorized by NRS 636.296. An inspection may examine physical separation, reception and staffing arrangements, scheduling, computerized and payment systems, signage and patient-facing communications, access to patient records, and administrator or financial access privileges reasonably relevant to determining control. The licensee shall cooperate with a lawful inspection or investigation.

The Board may consider the totality of the circumstances and actual operation of the businesses. Separate legal entities, contracts, trade names, legal title held by the optometrist, characterization of the relationship as a lease, management arrangement, license or independent professional practice, or the existence of physical barriers does not establish compliance if the practical effect is prohibited professional, organizational or financial control by the unlicensed person.

6. Violations; corrective action; relationship to NAC 636.245; no waiver.

A violation includes failure to maintain required physical or operational separation; failure to disclose, certify, maintain or timely produce required records; knowingly providing materially false, incomplete or misleading information; maintaining an undisclosed material arrangement affecting separation or control; concealing common staffing, scheduling, financial, technological or operational control; or obstructing or failing to cooperate with a lawful inspection or investigation. Each required disclosure, certification, record or production obligation may constitute a separate violation. The disciplinary, corrective-action and no-patient-injury provisions of NAC 636.245 apply to violations of this section.

A relationship subject to both NAC 636.245 and this section must comply with both. Physical separation does not establish financial or organizational independence, and financial or organizational independence does not excuse physical and operational separation. Evidence relevant to one section may be considered in determining compliance with the other. The requirements of this section may not be waived, transferred or avoided by contract, and a lease, management agreement, commercial policy or other contract does not excuse noncompliance.

END OF PROPOSED STREAMLINED DRAFT

Materials for Item No. 13

STATE OF NEVADA

JOE LOMBARDO
Governor



DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors

ADAM SCHNEIDER
Executive Director

DEPARTMENT OF BUSINESS AND INDUSTRY
OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS
NEVADA STATE BOARD OF OPTOMETRY

MINUTES
OF PUBLIC MEETING
June 25, 2026

- 1. Call to Order and statement of purpose to protect public health and safety, and the general welfare of the people of this State.** Live meeting opened at 12:00p.m. and the following was read into the record for NRS 241.020(3)(d)(8) compliance- "Because this meeting is being held using a remote technology system pursuant to NRS 241.023 and does not have a physical location designated for the meeting where members of the general public are permitted to attend and participate, clear and complete instructions for a member of the general public to be able to call in to the meeting to provide public comment is the following- telephone number 669-900-6833, meeting ID 775 883 8367, Passcode 8367."
- 2. Roll Call.** Executive Director Schneider present via Zoom. Board members Mariah Smith, O.D., Jeffrey Austin, O.D., Julie Alamo-Leon, O.D., Sally Balecha present via Zoom. Quorum established.
- 3. Public Comment.** Public comment was invited with a reminder that no action will be taken at this meeting on any issues presented as public comment and the maximum time is three minutes. No public comment received.
- 4. Action Item. Consideration and approval of May 28, 2026 Regular Board Meeting Minutes.** Director Schneider confirmed all present Board members had an opportunity to review the draft. Dr. Smith moved to accept the proposed Minutes as-is. Dr. Austin seconded. Motion passed 4-0.
- 5. Action Item. Consideration and approval of FY2026-2027 budget; Review of FY2025-26 Income and Expenditures; Consideration and decisions regarding proposed budget and factors for FY2026-2027.**¹ Director Schneider called this Item out of order as the first action item. Director Schneider summarized his efforts with Accountant Berg with the overarching question of is the Board in a position to reduce renewal fees back to \$750 for Active and \$500 for Inactive once and for all, yet still be fiscally viable into 11/2029, and not merely 11/2027.

The Board's overall renewal amounts inclusive of Additional Practice Location fees and late

¹ Taken out of order at Director Schneider's discretion.

renewals offset by the Board's monthly expenses/losses during November 2025 – March 2026 was \$435,000, i.e., \$165,000 as of end of October 2025 to end of March 2026. The Board has to live off of that from April 2026 to November 2027, i.e., 20 months which is \$21,750/month. The Board operates in the red six out of eight quarter years, the only exceptions being Q4 of odd numbered years and Q1 of even numbered years.

Accountant Berg discussed her analysis of the projected profits and losses, and projects a surplus of \$66,000 over the two year cycle with the reduced fees back to its original structure, which is a perfect amount of not too much and not too little. This is a conservative surplus which is appropriate given future uncertainties. She complimented the Board's efforts toward cost-cutting measures. She projects \$199,000 in expenditures over the next 12 months validated from two perspective of actual expenditures over the last 12 months and known monthly billing cycles. Dr. Smith expressed her support and noted the potential to reduce renewal fees was encouraging.

Dr. Smith moved to approve the budget as proposed. Dr. Austin seconded. Motion passed 4-0.

The Board thanked Accountant Berg for her work, and who then exited the Zoom.

6. Action Item. Complaint 26-22 Director Schneider stated this Complaint is being presented in a double-blind manner, i.e., the Board is not being told who the complainant is or who the subject licensee is, and the materials associated with this agenda item are redacted to eliminate any identification of party identities.

Director Schneider summarized the allegations as a purchase of Chanel glasses with a portion covered with VSP benefits. The glasses broke and Licensee 1 offered a variety of remedial measures. Licensee1 concluded to the Director that a full refund is trying to be offered to the patient but the patient is non-communicative. The patient also accused License1 of racial discrimination, which License1 wholly denies the allegation in the narrative.

Does the information presented rise to the level of probable cause for involvement of the Attorney General for investigation into unprofessional conduct of Licensee 1?

Public Member Balecha commented that after review of the materials, this is a consumer service dispute rather than patient care or an unprofessional conduct issue. Licensee 1 made multiple attempts and offered a refund. She does not see evidence of discrimination, and based upon the evidence presented she would be in favor of closing the file unless additional evidence is presented. Dr. Smith agreed, and noted the office when above and beyond by providing a free pair of glasses even though no refund was required under the patient's signed policy. Dr. Austin agreed. Dr. Alamo agreed.

Dr. Smith moved to dismiss the allegations with no further action. Dr. Austin seconded. Motion passed 4-0.

7. Action Item. Board of Applied Behavior Analysis position re R074-25. Director Schneider reminded the Board about B&I oversight bill of other boards, and asked whether the Board wanted to advise the relevant committee chair to know this Board's position in agreement or not with the Board of Applied Behavior Analysis.

Dr. Smith's position is she agrees with that board. Dr. Austin agrees and strongly disagrees with R074-25. Dr. Alamo agreed that the Board needs to make a strong stance.

Dr. Smith moved for Director Schneider to issue a letter of agreement with the other board. Dr. Alamo seconded. Motion passed 4-0.

8. Action Item. Department of Taxation Notice of Intent to Take Action on Regulation R085-26(2). Director Schneider reminded the Board about the Department of Taxation's proposed regulation on glasses taxes. Director Schneider advised the Board that the regulation does not remove optometrists from the existing statute, meaning optometrists are still not considered retailers for purposes of glasses sales and to his understanding the Board of Opticians is not taking a position on the regulation. He reminded the Board about its previous attempts two years ago to seek clarification from the Department of Taxation, which declined to respond to boards. Dr. Alamo raised the question of how the regulation might affect the medical device tax exemption for patients and whether it could impact Nevada optometrists, and that former board member Dr. Stephanie Lee attempted to find out this clarification as well. Director Schneider stated his understanding that the regulation does not change anything for optometrists and that the primary addition to the proposed regulation is the inclusion of opticians whether licensed or not.

Dr. Smith moved to stand by and monitor for any developments that may affect the board. Public Member Balecha seconded. Motion passed 4-0.

9. Executive Director report re ARBO convention. Director Schneider summarized the 2.5 day meeting as follows:

Friday- NBEO presentation on testing parameters and statistics, followed by meeting with the other board executive directors where conflicts of interest of board members themselves were discussed.

Saturday- ARBO's new national counsel of the law firm Hedrick Gardner Kincheloe & Garofalo presented tips and trick on Board meeting conduct and some case studies, when to closed sessions are allowed or to be in violation of open meeting law; speaker on Roberts Rules of Order and being to amend the amendment of a motion and things of that nature; discussion of disciplinary cases including First Amendment Rights at Open Meetings; OE Tracker discussion and possible financial incentives to get the licensees to use it exclusively and ARBO audit services

Sunday- attorney panel which Director Schneider was a panel member with Maryland's board counsel and Illinois' board counsel. Disciplinary factors were discussed where Nevada's R056-25 was mentioned, which multiple Boards had inquired about. The rest concerned how different States changed regulations and adhered to open meeting laws; presentation from the Arizona Board's lobbyist and the obstacles he faces with the OMD lobby; another Executive Director meeting where mobile optometry and license by endorsement was discussed; NBEO discussed the Kentucky Board of Optometry issues and attempting to allow students to bypass NBEO's Part III in order to still be licensed; the Dean of Midwestern College discussed the newer generation of graduates and graduation rates and usage of anxiety therapy available on staff, and that students nationally struggle with passing Part III which is the human interaction phase of the testing.

10. Executive Director report re license renewal numbers for 3/2026-2/2028 cycle. Director Schneider advised as to the below:

Renewed active- 508

Renewed inactive- 42

Non-renewals from 3/2024-2/2026 licensees- 80

11. Executive Director report re Complaint 26-13 update. Director Schneider reminded the Board about their vote on Complaint 26-13 and CEs. Director Schneider reminded the Board about NRS 636.420(3)(a) that administrative fines cannot occur with issues regarding “the care of a patient.” So consistent with the Board’s intent that those CEs were converted to recommended/voluntarily CEs and not mandated CEs and doing so avoids any basis for an appeal with the District Court. This was explained to Licensee 1’s counsel who understood the position, agreed with the position, and Licensee 1 is in the process of seeking out CEs on those enumerated topics at the May 2026 meeting.

12. For Board Discussion and Possible Action. Proposed items for future Board meetings. None received.

13. Public Comment. Public comment was invited with a reminder that no action will be taken at this meeting on any issues presented as public comment and the maximum time is three minutes.

Public Member Balecha stated she would not attend the 11/2026 meeting due to a prior engagement.

Dr. Ken Kopolow noted his prior career as an optician, and wanted to make sure the right questions were being asked as to use tax versus sales tax and distinguishing between paying sales tax on wholesale goods versus charging it, and referencing a past audit experience. Director Schneider referred back to Board’s prior discussion today and the Board’s efforts two years ago on the same topic.

14. Action Item. Adjournment. President Smith moved to adjourn. Dr. Austin seconded. Motion passed 4-0. Adjournment occurred at 12:46p.m.

8 persons attended virtually, inclusive of four Board members and Executive Director. No role call conducted or sign-in sheets provided.

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FY 2025-2026 Regular meeting schedule

Thursday 6/25/2026 12:00p.m. (pst) Reg. Bd. Meeting- phone or Zoom

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FY 2026-2027 Regular meeting schedule

Thursday 10/1/2026 12:00p.m. (pst) Reg. Bd. Meeting- phone or Zoom

Thursday 11/5/2026 12:00p.m. (pst) Reg. Bd. Meeting- phone or Zoom

Thursday 12/10/2026 12:00p.m. (pst) Reg. Bd. Meeting- phone or Zoom

These minutes were considered and approved by majority vote of the Nevada State Board of Optometry at its meeting on October 1, 2026.

Adam Schneider, Executive Director

Materials for Item No. 14

STATE OF NEVADA

JOE LOMBARDO
Governor



DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAEERER
Deputy Directors

ADAM SCHNEIDER
Executive Director

DEPARTMENT OF BUSINESS AND INDUSTRY OFFICE OF NEVADA BOARDS, COMMISSIONS AND COUNCILS STANDARDS NEVADA STATE BOARD OF OPTOMETRY

Language Access Plan

I. Purpose and Authority

Nevada Revised Statutes Chapter 232 and federal guidance on Title VI address the barriers persons with limited English proficiency (LEP) face in accessing governmental programs and services. Persons with LEP require and deserve meaningful, timely access to government services in their preferred language. To that end, it is the responsibility of government to provide that access:

State and local agencies and entities that receive public money have an obligation to provide meaningful, timely access for persons with limited English proficiency to the programs and services of those agencies and entities.

The Nevada State Board of Optometry (herein "the Board") is committed to complying with NRS 232.0081 and Title VI of the Civil Rights Act of 1964, 2 C.S. § 561 et seq. (Act 172 of 2006) to ensure meaningful access to State services and programs for individuals with LEP. The purpose of this document is to establish an effective plan and protocol for employees of the Board to follow when providing services to, or interacting with, individuals who have LEP. Following this plan and protocol is essential to the success of our mission to protect the public health, safety and welfare by ensuring that only competent practitioners of optometry are licensed in this State.

II. General Policy

The Board recognizes that the population eligible to receive its services may include individuals with LEP. It is the policy of the Board to ensure meaningful access to LEP individuals. The Board will adopt the following policies and procedures to ensure that LEP individuals can gain equal access to the services the Board provides and regulates.

It is Nevada's policy to grant access to services or programs to every person regardless of their ability to speak, understand, read, or write English. The Board intends to take all reasonable steps to provide LEP individuals with meaningful access to its services and programs. The Board seeks to reduce barriers by increasing its capacity to deliver services and benefits to people in their preferred languages. The Board endorses the following policies:

- The Board is committed to equity and will take all reasonable steps to provide LEP

individuals with meaningful access to all its services, programs, and activities.

- The Board, rather than the LEP individual, bears the responsibility for providing appropriate language services, regardless of the LEP individual's preferred language, at no cost to the LEP individual.
- Staff at the initial points of contact have the specific duty to identify and record language needs.
- Use of informal interpreters such as family, friends of the person seeking service, or other customers is not allowed. Minor children are prohibited from acting as interpreters.
- Staff may not suggest or require that an LEP individual provide an interpreter in order to receive Board services.

Board's Language Access Coordinator:

Executive Director
775-883-8367
director@nvoptometry.org

III. Profile of Clients of the Board of Optometry

The Board's preliminary assessment is that it has a limited LEP constituency. The Board's primary "service" is licensing and regulating optometrists. All applicants for licensure must meet eligibility requirements, including graduation from an accredited institution, and passing scores of national and state examinations.

The Board currently collects limited demographic information from individuals applying for a license. Instituted in 9/2024 for the Board's initial licensure applications, license by endorsement applications, and biennial licensure renewal applications, that demographic information now includes the definition of LEP as stated in NRS 232.0082(5)(c) in order to educate the applicant, along with sought information listed in NRS 232.0081(1)(b) specific to preferred language, if the individual identifies as indigenous, and if the individual identifies as a refugee:

Pursuant to NRS 232.0081(1), do you consider yourself a person of "limited English proficiency"? (NRS 232.0082(5)(c) defines "limited English proficiency" as "a person who reads, writes or speaks a language other than English and who cannot readily understand or communicate in the English language in written or spoken form, as applicable, based on the manner in which information is being communicated.")

Pursuant to NRS 232.0081(1)(b)(2), what is your preferred language?

Pursuant to NRS 232.0081(1)(b)(4), do you consider yourself an indigenous person?

Pursuant to NRS 232.0081(1)(b)(5), do you consider yourself a refugee?

The Board's renewal period occurs from November of odd numbered years through February of even numbered years and allowance for a late renewal period through May of even numbered years, and most recently occurred from 11/1/2025 – 2/28/2026 and then to 5/31/2026. Of the approximately 550 license renewals applicants who have submitted any one of the above listed applicant types, no applicant has answered in the affirmative to any of the above sought information.

In addition to licensing and regulating optometrists, the Board interacts with, responds to inquiries from, and accepts complaints against optometrists from members of the public. Of the approximately two dozen or so complaints received by the Board on an annual basis in the prior 24 months, none have requested non-English translation services but this does not preclude such requests occurring in the future; hence the below regarding translation services and implementation of such services.

IV. Language Access Services and Procedures

The Board does not have staff who can provide language assistance services, and it does not have any known LEP applicants, registrants, or licensees.

The Board has never received a request for translation or American Sign Language Services from LEP applicants, registrants, licensees, or the public, but this does not mean that such requests will not occur in the future, hence the below regarding translation services and implementation of such services. The Board is aware that according to the US Census, 20% of Nevadans speak Spanish at home, and therefore it would likely aid the public's access to the Board's services if the Board's public-facing materials, FAQs, and forms were available in Spanish.

The Board will address language access needs by:

- using one of the active statewide contracts for translation/interpreter services offered by the State, found at: https://purchasing.nv.gov/Contracts/Documents/Translation_Interpretation/ including but not limited to: 1) United Language Group, STNV# T29045110; 2) GLOBO, STNV# T29047125; 3) Volatia, STNV# T32013574; or 4) Language Link T32000889.
- providing Notice of Language Assistance Services

Although the Board consists of one full time equivalent employee, all staff at present or hired in the future will be made aware of appropriate language assistance services. Those seeking services may also request language assistance by contacting the Board by email which is posted on the Board's website.

The Board is committed to tracking the languages preferred for communication among the individuals with LEP whom the Board serves, so that the Board can better provide meaningful, timely access to the Board's services without regard to any language impediments. The preferred language of the public and individual receiving services from the Board is US English. The most common methods for the public to access services are through the Board's website, email communication, and telephone calls to the Board office. The Board has never received a request for translation or American Sign Language Services for LEP applicants, licensees or the public.

All staff will be made aware of appropriate language assistance services. Those seeking services may also request language assistance by contacting the Board at admin@nvoptometry.org which is posted on the Board's website.

V. Implementing The Language Access Services

In order to fulfill the goals of this Plan, the Language Access Coordinator will provide staff with the necessary training to ensure that staff are familiar with the Language Access Plan and its related policies. This training will include:

- How to respond to LEP individuals via telephone, writing, or in person.
- How to seek assistance with internal or state sanctioned language access resources.
- How to document the mode of communication and preferred language of an LEP individual to better understand the needs of those accessing services and ensure that equitable access is available throughout the duration of their interactions with the Board.
- How to report these interactions to the Language Access Coordinator.

In addition to staff training, the Board will use the internal and state sanctioned resources to provide information in languages other than English.

VI. Evaluation of and Recommendations for the Language Access Plan

The Board is committed to providing LEP individuals full access to its services and is committed to monitoring the policies and procedures stated above to ensure that LEP Nevadans are receiving equitable access to Board services.

The Language Access Coordinator will continue to develop and monitor this plan, and update it biennially based on applicant data and language accommodation requests documented by staff and demographic data obtained through surveys. The Board will also track any costs it may incur by using external, state sanctioned resources.

The Board is exempt from the State Budget Act; all expenses are paid from fees received from licensees and applicants seeking to become a licensee.

Suggested Legislative Amendments:

Independent regulatory Boards that do not have staff capacity to perform language access roles could benefit from a State-assigned liaison that works for the Governor's Office of New Americans to provide those duties for the Boards on an as needed basis, similar to an assigned Deputy Attorney General (DAG).

Materials for Item No. 15

July 23, 2026

To the Members of the Board and Management
Nevada State Board of Optometry
P.O. Box 1824
Carson City, NV 89702

The purpose of this letter (the Engagement Letter) is to confirm our understanding of the terms and objectives of our engagement and the nature of the services we will provide as independent accountants of the Nevada State Board of Optometry (the "Board").

Services and Related Report

We will audit the financial statements of the Board, which comprise the statement of net position and governmental fund balance sheet as of June 30, 2026, and the related statement of activities and governmental fund revenue, expenditures and changes in fund balance for the year then ended, and the related notes to the financial statements. Upon completion of our audit, we will provide the Board with our audit report on the financial statements.. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. If we conclude that a modification to our opinion on the financial statements is necessary, we will discuss the reasons with you in advance. If, for any reasons we are unable to complete the audit or are unable to form, or have not formed, an opinion on the financial statements or if we determine in our professional judgment the circumstances necessitate, we may withdraw and decline to issue a report as a result of this engagement. If this occurs, we will communicate the reasons and provide you details of any misstatements identified during the audit.

Our Responsibilities

The objective of a financial statement audit is the expression of an opinion on the financial statements. The objective also includes reporting on internal control related to the financial statements and compliance with laws, regulations and the provisions of contracts or grant agreements, noncompliance with which could have a direct and material effect on the financial statements in accordance with *Government Auditing Standards*.

These standards require that we plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the Board or to acts by management or employees acting on behalf of the Board. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. A misstatement is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user based on the financial statements.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states: (i) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the Board's internal control or on compliance, and (ii) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Board's internal control and compliance.

We will be responsible for performing the audit in accordance with U.S. GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the

United States, and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions and to render the required reports.

We also will provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations and the provisions of grant agreements, non-compliance with which could have a material effect on the financial statements, as required by *Government Auditing Standards*.

As part of an audit in accordance with U.S. GAAS and *Government Auditing Standards* we exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control;
2. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Board's internal control. We will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards*.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Board's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal controls, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting waste or abuse. Our audit will include examining, on test basis evidence supporting the amounts and disclosures in the financial statements, assessing accounting principles used and significant estimates made by management, and evaluating the overall financial statements presentation.

Our audit does not relieve management or those charged with governance of their responsibilities. Our audit is limited to the period covered by our audit and does not extend to any later periods during which we are not engaged as auditor.

The audit will include obtaining an understanding of the Board and its environment, including internal controls, sufficient to assess the risks of material misstatement of the financial statements and to determine the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management or those charged with governance internal control matters that are required to be communicated under professional standards. We will also inform you of any other matters involving internal control, if any, as required by *Government Auditing Standards*.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing

and detecting misstatements resulting from illegal acts and other non-compliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

Also, if required by *Government Auditing Standards*, we will report known or likely fraud, illegal acts, violations or provisions of contracts or grant agreements, or abuse directly to parties outside of the Board.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Board's compliance with the provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We are also responsible for determining that those charged with governance are informed about certain other matters related to the conduct of the audit, including: (i) our responsibility under U.S. GAAS, *Government Auditing Standards*, (ii) an overview of the planned scope and timing of the audit, and (iii) significant findings from the audit, which include: (a) our views about the qualitative aspects of your significant accounting practices, accounting estimates, and financial statement disclosures; (b) difficulties encountered in performing the audit; (c) uncorrected misstatements and material corrected misstatements that were brought to the attention of management as a result of auditing procedures; and (d) other significant and relevant findings or issues (e.g., any disagreements with management about matters that could be significant to your financial statements or our report thereon, consultations with other independent accountants, issues discussed prior to our retention as independent auditors, fraud and illegal acts, and all significant deficiencies and material weaknesses identified during the audit). Lastly, we are responsible for ensuring that those charged with governance receive copies of certain written communications between us and management including written communications on accounting, auditing, internal controls or operational matters and representations that we are requesting from management.

We have identified the following significant risks of material misstatements as part of our audit planning:

1. Management override of controls

Planning for the audit has not concluded and additional risks may be identified in addition to the above.

Management's Responsibilities

Our audit will be conducted on the basis that the Board's management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. For the design, implementation, establishment, and maintenance of effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met;
3. To provide us with:
 - a. access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation and other findings;
 - b. additional information that we may request from management for the purpose of the audit; and

- c. unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
4. For identifying and ensuring that the Board complies with the laws and regulations applicable to its activities;
5. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
6. Notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with U.S. GAAP;
7. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
8. For informing us of any known or suspected fraud affecting the Board involving management, employees with significant roles within internal control and others where fraud could have a material effect on the financial statements; and
9. For the accuracy and completeness of all information provided.

Management is responsible for identifying and ensuring that the Board complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and non-compliance with provisions of laws, regulations contracts or grant agreements, or abuse that we report. Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed above. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits or studies. You are also responsible for providing management's views on our current findings, conclusions and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Management is responsible for: (i) adjusting the financial statements to correct material misstatements and for affirming to us in a management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period under audit are immaterial, both individually and in the aggregate, to the financial statements taken as a whole, and (ii) notifying us of all material weaknesses, including other significant deficiencies, in the design or operation of your internal control over financial reporting that are reasonably likely to adversely affect your ability to record, process, summarize and report external financial data reliably in accordance with U.S. GAAP. Management is also responsible for identifying and ensuring that the Board complies with the laws and regulations applicable to its activities.

As part of our audit process, we will request from management, and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit.

Management is responsible for informing us on a timely basis of the name of any single investor in you that owns 20% or more of your equity at any point in time. Management is also responsible for informing us on a timely basis of any investments held by you which constitutes 20% or more of the equity / capital of the investee entity at any point in time. Management acknowledges that your internal auditors will provide with direct assistance on the financial statement audit. In connection with that provision of direct assistance, you agree to allow the internal auditors to follow our instructions and to not intervene in the work the internal auditors perform for us.

We will issue a written report upon completion of our audit of the Board's financial statements.

Our report will be addressed to the board of directors of the Board. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

We also will issue a written report upon completion of our audit.

Required Supplementary Information

Accounting standards generally accepted in the United States of America provide for certain Required Supplementary Information (RSI) to supplement the Board's basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Board's RSI in accordance with U.S. GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis (MD&A);
- Statement of Revenue and Expenditures – Budget and Actual;
- Supplementary Pension Information; and
- Supplementary Other Post Employment Benefit Information.

Content of Audit Opinion

If we conclude that a modification to our opinion on the financial statements is necessary, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form, or have not formed, an opinion on the financial statements, we may withdraw from the audit before issuing an auditors' report or we may disclaim an opinion on the financial statements. If this occurs, we will communicate the reasons and provide you details of any misstatements identified during the audit. *Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract.

Use and Distribution of Our Report

The audit of the financial statements and the issuance of our audit opinion are solely for the use of the Board and those to whom our report is specifically addressed to by us.

We make no representations of any kind to any third-party in respect of these financial statements and we accept no responsibility for their use by any third-party.

We ask that our name be used only with our consent and that any information to which we have attached a communication be issued with that communication, unless otherwise agreed to by us.

Reproduction of Auditors' Report

If reproduction or publication of our audit report (or reference to our report) is planned in an annual report or other document, including electronic filings or posting of the report on a website, a copy of the entire

finalized document should be submitted to us in sufficient time for our review before the publication or posting process begins.

Management is responsible for the accurate reproduction of the financial statements,  auditors' report and other related information contained in an annual report or other public documents (electronic or paper-based). This includes any incorporation by reference to either the full or summarized financial statements that we have audited.

We are not required to read the information contained in your website, or to consider the consistency of other information in the electronic site with the original document.

Practice Structure

"Sorren" is the brand name under which Sorren CPAs, P.C. and Sorren, Inc. and its subsidiary entities provide professional services. Sorren CPAs, P.C. and Sorren, Inc. (and its subsidiary entities) practice as an alternative practice structure in accordance with the American Institute of Certificate Public Accountants (AICPA) Code of Professional Conduct and applicable laws, regulations and professional standards.

Sorren CPAs, P.C. is a licensed independent CPA firm that provides attest services to its clients, and Sorren, Inc. and its subsidiary entities provide tax and business consulting services to their clients. Sorren, Inc. and its subsidiary entities are not licensed CPA firms. Our use of the terms "our firm" and "we" and "us" and terms of similar import, denote the alternative practice structure conducted by Sorren CPAs, P.C. and Sorren, Inc.

Sorren, Inc. has a contractual arrangement with Sorren CPAs, P.C. whereby Sorren, Inc. provides Sorren CPAs, P.C. with professional and support personnel and other support services to allow Sorren CPAs, P.C. to perform its professional services. From time to time, Sorren, Inc. may consult with Sorren CPAs, P.C. in the provision of services pursuant to this engagement. Client hereby consents to Sorren CPAs, P.C. sharing its client information with Sorren, Inc. in support of the services to be provided by Sorren, Inc. for the purpose of performing the Services for which Sorren, Inc. is engaged. Unless you indicate otherwise, your acceptance of the terms of this engagement shall be understood by us as your consent to make disclosures to Sorren, Inc. and its employees of confidential information that we may obtain in the course of our engagement.

As part of the alternative practice structure, Sorren CPAs, P.C. and Sorren, Inc. agree to comply with the AICPA Code of Professional Conduct, as applied to an alternative practice structure and applicable federal, state and local rules with respect to the confidentiality of client information. Accordingly, Sorren CPAs, P.C. and Sorren, Inc. will not disclose confidential client information without your consent, except that Sorren CPAs, P.C. and Sorren, Inc. shall be permitted to disclose confidential client information: (i) to any government agency or regulatory body to the extent and in the form or manner necessary or required to comply with any rule, regulation or order of such government agency or regulatory order, or (ii) pursuant to subpoena or other legal process.

Sorren CPAs, P.C. and Sorren, Inc. utilize appropriate safeguards, policies and procedures to maintain the confidentiality of confidential client information.

Proprietary Information

You acknowledge that proprietary information, documents, materials, management techniques and other intellectual property are a material source of the services we perform and were developed prior to our association with you. Any new forms, software, documents or intellectual property we develop during this engagement for your use shall belong to us, and you shall have the limited right to use them solely within your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements and other documents which we make available to you are confidential and proprietary to us. Neither you, nor any of your agents, will copy, electronically store, reproduce or make available to anyone other than your

personnel, any such documents. This provision will apply to all materials whether in digital, “hard copy” format or other medium.

The Board agrees that we may provide Sorren, Inc. with access to the Board’s accounting, financial, and other records in our possession so that Sorren, Inc. can provide the Board with any services it has engaged them to perform.

File Inspections

In accordance with professional regulations (and by our firm’s policy), our client files may periodically be reviewed by practice inspectors and by other engagement file reviewers to ensure that we are adhering to our professional and firm’s standards. File reviewers are required to maintain confidentiality of client information.

Governing Legislation

This engagement letter is subject to and governed by the laws of Nevada and will have exclusive jurisdiction in relation to any claim, dispute or difference concerning this engagement letter and any issue arising from it. Each party irrevocably waives any right it may have to object to any action being brought in those courts to claim that the action has been brought in an inappropriate forum or to claim that those courts do not have jurisdiction.

Time Frames

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will use all reasonable efforts to complete the engagement as described in this letter within the agreed upon time frames. However, we should not be liable for failures or delays in performance that arise from causes beyond our control, including the untimely performance by the Board of its obligations.

Our audit planning is intended to begin in August 2026 with the audit fieldwork beginning in August 2026. The audit is expected to conclude with the issuance of our report in November 2026.

Estimated Fees

We estimate that our fees for the services previously outlined will be as follows:

Base audit procedures and financial statement preparation:	\$18,150
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Our fees are based upon the complexity of the work to be performed, timing of the engagement, experience level of the personnel required, and estimates of the professional time to complete the required services.

Additionally, our fees are dependent on the availability, quality, and completeness of the Board’s records and, where applicable, upon the Board’s personnel providing the level of assistance identified in the “prepared by client” request list distributed at the end of our planning work (e.g., Board employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.). Should our assumptions with respect to these matters be incorrect, or should the condition of the records, degree of cooperation, or other matters beyond our reasonable control cause delay or require additional commitments by us beyond those upon which our estimated fees are based, we may adjust our fees and planned completion dates, and “Auditor” shall not be responsible for any consequences. If significant additional time is necessary, we will discuss it with management and arrive at a new fee estimate as soon as reasonably practicable.

If there is a significant transaction or new accounting issue that requires us to spend a substantial amount of time that was not anticipated in our fees, there may be additional billings. For instance, the above

estimate does not include any fees for professional time that may be required to assist in the adoption of new accounting standards. Fees for any additional services will be established separately.

If our Agreement requires a retainer upon execution, you agree that the retainer will be earned as our professional time to complete the engagement is incurred. The retainer will be applied to the final billing, and any unused balance will be refunded at the end of the engagement.

We will bill you for our professional fees and out-of-pocket costs. Payment is due upon receipt. For administrative convenience, payment for our invoices may be made to Sorren CPAs, P.C. or a related Sorren entity as indicated on our invoices. If payment is not received within thirty (30) days, you will be assessed interest charges of 1.5% per month on the unpaid balance. You have thirty (30) days from the invoice date to review the invoice and to communicate to us, in writing, any disagreement with the charges, after which you waive the right to contest the invoice.

All outstanding invoices must be paid prior to the release of work-products specified in the Agreement.

We reserve the right to suspend or terminate our work for non-payment of fees. In the event that work is discontinued, either temporarily or permanently, as a result of delinquent or non-payment, we shall not be liable for any loss you may incur as a result of the work stoppage, including penalties and interest. In such cases, you assume all risk associated with your failure to meet any governmental or other deadlines.

Termination and Withdrawal

Either party may terminate this Agreement at any time and for any reason. If this Agreement is terminated before services are completed, you agree to pay all fees and expenses we incur through the effective date of termination.

Conflicts of Interest

If we, in our sole discretion, believe a conflict of interest has arisen affecting our ability to deliver services to you in accordance with either the ethical standards of our firm or the ethical standards of our profession, we may be required to terminate our services without issuing our work-product.

Costs of Responding to Government or Legal Processes

In the event we are required to respond to a subpoena, court order, government agency or other legal process for the production of documents and / or testimony relative to information we obtained and / or prepared during the course of this engagement, you agree to compensate us at our normal hourly rates for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred.

Other Services

In addition to the audit services referred to above, we will, as allowed by the AICPA Code of Professional Conduct, perform non-attest services as required. Our non-attest services will encompass the following activities:

- We will also prepare or assist in preparing the financial statements of the Board in accordance with U.S GAAP based on information provided by you; and
- We will provide adjusting or correcting journal entries.

On a periodic basis, as needed, we will meet with you to discuss your accounting records and the management implications of your financial statements. We will notify you, in writing, of any matters of which we believe you should be aware and will meet with you upon request.

You agree to provide the information necessary to complete these non-attest services on a timely basis and assume all management responsibilities relating to the non-attest services we provide. You will be required to acknowledge in the management representation letter the non-attest services we provided and that you have accepted responsibility for them. Further, you agree to oversee the non-attest services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them. You also agree to continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you and to establish and maintain internal controls, including monitoring ongoing activities related to the non-attest function.

Use of Information

It is acknowledged that we will have access to all personal information in your custody that we require to complete our engagement. Our services are provided on the basis that:

1. You represent to us that management has obtained any required consents for collection, use and disclosure to us of personal information required under applicable privacy legislation; and
2. We will hold all personal information in compliance with our Privacy Statement.

Third-Party Service Providers or Subcontractors

Sorren CPAs, P.C. may from time to time, and depending on the circumstances, use third-party service providers to assist with the services identified in this letter. We may share some or all of your information with these service providers, but we remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

In order to comply with 26 U.S.C. § 7216, 26 C.F.R. § 301.7216-3, and all other applicable laws and regulations for disclosing confidential financial information to a third-party, you are consenting to allow us to disclose all documents and information needed for the performance of our scope of services identified in the engagement letter, including confidential information, to our third-party providers, both inside and outside the United States for the purpose of providing assistance within the scope of our services.

If we disclose tax return information or other related financial information to a service provider located outside of the United States, we will use adequate data protection safeguards. The items may not be disclosed or used for any other purpose, except that may continue to disclose or use the items to the extent we have been retained to do so, or as otherwise required by law.

Your signature at the bottom of this engagement letter serves as your consent to Sorren CPAs, P.C.'s use and disclosure of your information as provided herein.

Records Management

Record Retention and Ownership

We will return any original records and documents you provide to us. Our copies of your records and documents are solely for our documentation purposes and are not a substitute for your own record-keeping obligations under any applicable laws or regulations.

Workpapers and other items created by us to support the delivery of our services are our property and will remain in our control. We will consider requests for copies of workpapers and other items created by us in accordance with the AICPA Code of Professional Conduct. Our workpapers will be maintained by us in accordance with our firm's record retention policy and any applicable legal and regulatory requirements. Our firm destroys workpaper files after a period of seven (7) years. Catastrophic events or physical deterioration may result in damage to or destruction of our firm's records, causing the records to be unavailable before the expiration of the retention period, as stated in our record retention policy.

Working Paper Access Requests by Regulators and Others

State, federal and foreign regulators may request access to or copies of certain workpapers pursuant to applicable legal or regulatory requirements. Requests also may arise with respect to peer review, an ethics investigation, the sale of your organization, or the sale of our accounting practice. If requested, access to such workpapers will only be provided under the supervision of firm personnel. Regulators may request copies of selected workpapers to distribute the copies or information contained therein to others, including other governmental agencies. If we receive such a request, we agree to inform you of it as soon as practicable unless we are prohibited from doing so by applicable laws or regulations. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit the disclosure of information. If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Summons or Subpoenas

All information you provide to us in connection with this engagement will be maintained by us on a confidential basis. If we receive a summons or subpoena which our legal counsel determines requires us to produce documents from this engagement or testify about this engagement, provided that we are not prohibited from doing so by applicable laws or regulations, we agree to inform you of such summons or subpoena as soon as practicable. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate, at your sole expense, to attempt to limit discovery.

If you take no action within the time permitted for us to respond, or if your action does not result in a judicial order protecting us from supplying requested information, we may construe your inaction or failure as consent to comply with the request.

If we are not a party to the proceeding in which the information is sought, you agree to reimburse us for our professional time and expenses, as well as the fees and expenses of our legal counsel, incurred in responding to such requests.

Confidentiality

In providing services to you, we may require information that is considered confidential and may include Personally Identifiable Information (PII), i.e. information that can be used to distinguish or trace an individual's identity such as address, bank account and social security information. We will maintain all client information, including PII, on a confidential basis and have a duty to do so based on the standards promulgated by the AICPA as well as applicable laws and regulations. You assume the risk of loss if you provide us with information, including PII, which differs from the information we request in order to provide services to you in accordance with the Agreement.

Referrals

In the course of providing services to you, you may request referrals to products or professionals such as attorneys, brokers, or investment advisors. As a courtesy, we may identify professional(s) or product(s) for your consideration. However, you are responsible for evaluating, selecting, and retaining any professional

or product and determining if the professional or product meets your needs. You agree that we will not oversee the activities of and have no responsibility for the work product of any professional or suitability of any product we refer to you or that you separately retain.

Non-Solicitation of Personnel

Professional standards require that a firm and its covered members maintain independence throughout the professional engagement period. In order to preserve our independence, you agree not to solicit for employment, directly or indirectly, any employee of Sorren CPAs, P.C. or Sorren, Inc. who is involved in performing services under this engagement for a period of two (2) years following the completion of such services. You shall inform the engagement partner before entering into any substantive employment discussions with any Sorren CPAs, P.C. or Sorren, Inc. personnel. Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure our independence on this engagement. Any additional costs incurred due to these procedures will be fully billable in addition to our fee.

In the event you hire or engage any such employee during the term of this engagement or within two (2) years thereafter, you agree to pay Sorren, Inc. a placement fee equal to 50% of the employee's total annual compensation, including bonuses, at the time of departure from the Firm. This fee represents a reasonable estimate of the costs associated with recruiting, hiring and training a replacement. This provision does not restrict the employee's right to seek employment but is intended to protect Sorren, Inc. from the loss of personnel in whom the Firm has invested time and resources.

Limitations on Oral and Email Communications

We may discuss with you our views regarding the treatment of certain items or decisions you may encounter. We may also provide you with information through email. Any advice or information delivered orally or in an email (rather than through a memorandum delivered as an email attachment) will be based upon limited research and a limited discussion and analysis of the underlying facts. Additional research or a more complete review of the facts may affect our analysis and conclusions.

Due to these limitations and the related risks, it may not be appropriate to proceed with a decision solely on the basis of any oral or email communication from us. You accept all responsibility for any liability, including but not limited to additional tax, penalties or interest resulting from your decision: (i) not to have us perform the research and analysis necessary to reach a more definitive conclusion and (ii) to instead rely on oral or email communication. The limitation in this paragraph will not apply to an item of written advice that is a deliverable of a separate engagement. If you wish to engage us to provide formal advice on a matter on which we have communicated orally or by email, we will confirm this service in a separate agreement.

Brokerage, Investment Advisory or Digital Asset Statements

If you provide our Firm with copies of brokerage, investment advisor, or digital asset statements, we will use the information solely for the purpose described in the Engagement Objective and Scope section of this Agreement. We will not monitor transactions, investment activity, provide investment advice, or supervise the actions of the entity or individuals entering into transactions or investment activities on your behalf.

Disclaimer of Legal and Investment Advice

Our services under this Agreement do not constitute investment advice unless specifically engaged in the Engagement Objective and Scope section of this Agreement. Our services under this Agreement do not constitute legal advice.

Electronic Data Communication and Storage

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Marketing and Educational Communications

If we send you newsletters, updates, explanations of technical developments or similar communications, it is strictly for marketing or general educational purposes and should not be construed as professional advice on which you may rely. These communications, by themselves, do not create a contractual relationship between us and you, a binding obligation for us to provide services to you, nor a requirement on our part to monitor issues for you.

Mediation

If a timely dispute arises out of or relates to this Agreement, including the scope of services contained herein, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try to settle the dispute by mediation administered by the American Arbitration Association (the AAA) under the AAA Accounting and Related Services Arbitration Rules and Mediation Procedures before resorting to arbitration, litigation, or any other dispute resolution procedure. The mediator will be selected by mutual agreement of the parties. If the parties cannot agree on a mediator, a mediator shall be designated by the AAA. The mediation will be conducted in Nevada.

The mediation will be treated as a settlement discussion and, therefore, all discussions during the mediation will be confidential. The mediator may not testify for either party in any later proceeding related to the dispute.

No recording or transcript shall be made of the mediation proceedings. The costs of any mediation proceedings shall be shared equally by all parties. Any costs of legal representation shall be borne by the hiring party.

This provision shall not apply to any dispute of fees owed, billed or due.

Limitation of Liability

Sorren CPAs, P.C.'s owners, officers, director, employees, agents or assigns (collectively, Sorren's Stakeholders) liability for all claims, damages, and costs arising from negligent acts, errors, or omissions committed by us in the performance of this engagement is limited to one times the total amount of fees paid by you to Sorren CPA, P.C. for the service giving rise to this liability.

Limitation of Damages

Notwithstanding anything to the contrary in this Agreement, Sorren CPAs, P.C. and Sorren's Stakeholders shall not be liable for any lost profits, indirect, special, incidental, punitive, consequential, or similar damages, to the extent such damages may be lawfully limited or excluded, of any nature even if we have been advised by you of the possibility of such damages.

Indemnification of Sorren CPAs, P.C.

You agree to indemnify, defend, and hold harmless Sorren CPAs, P.C. and its stakeholders with respect to any and all claims made by third parties arising from this engagement, resulting from knowing misrepresentations by management to Sorren CPAs, P.C.

Independent Contractor

When providing services to your Board, we will function as an independent contractor and in no event will we or any of our employees be an officer of you, nor will our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to you.

Our obligations under this Agreement are solely obligations of Sorren CPAs, P.C., and no Sorren Stakeholder shall be subjected to any personal liability whatsoever to you or any person or entity.

Severability

If any portion of this Agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this Agreement.

Survivability

The following sections shall survive termination of the Agreement: Limitation of Liability, Limitation of Damages, Indemnification, and Mediation.

Assignment, No Third-Party Beneficiaries

All parties acknowledge and agree that the obligations and responsibilities of this Agreement cannot be assigned to any third-party except as agreed to in writing. This Agreement has been entered into solely between you and Sorren, Inc., and no third-party beneficiaries are created hereby.

Force Majeure

Neither party shall be held liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, epidemics or pandemics as defined by The Centers for Disease Control and Prevention, or any law, order or requirement of any governmental agency or authority. However, no Force Majeure event shall excuse you of any obligation to pay any outstanding invoice or fee or from any indemnification obligation under this Agreement.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature intended to replicate a written signature, shall be presumed valid, and we may reasonably rely upon it. For purposes hereof, "electronic signature" includes, but is not limited to, a scanned copy of a manual signature, an electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature. Documents may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement.

Entire Agreement

This Agreement represents the entire agreement of the parties and supersedes all previous oral, written or other understandings and agreements between the parties. Any modification to the terms of this Agreement must be made in writing and signed by both parties.

Other

Suzanne Olsen is the “engagement partner” for the audit services specified in this letter. The engagement partner's responsibilities include supervising Sorren's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Professional standards prohibit us from being the sole host and / or the sole storage of your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Conclusion

This engagement letter includes the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all of the parties.

If you have any questions about the contents of this letter, please raise them with us. If the services outlined are in accordance with your requirements, and if the above terms are acceptable to you, please sign the copy of this letter in the space provided and return it to us.

We appreciate the opportunity of continuing to be of service to your Board.

Yours truly,

Sorren CPAs P.C.

Sorren CPAs, PC

RESPONSE:

Acknowledged and agreed on behalf of the Nevada State Board of Optometry by:

/s/ Adam Schneider

Adam Scheider, *Executive Director*

7/27/2026

Date



Mariah L. Smith, *President of the Board*

07/28/26

Date

Materials for Item No. 16



Association of Regulatory Boards of Optometry

3440 Toringdon Way
Suite 205 PMB #20533
Charlotte, NC 28277

Tel: (704) 970-2710
Fax: (888) 703-4848
Email: arbo@arbo.org

To: ARBO Member Boards
From: Lisa Fennell, Chief Executive Officer
Date: Sept. 24, 2026
Re: ARBO Quarterly Update

Happy fall from ARBO! I'm pleased to share ARBO's third quarter 2026 update. Please add this to the agenda for your next Board meeting and share it with your Board members.

ARBO Member Regulatory Webinars:

We have two Regulatory Webinars coming up for ARBO's Member Boards:

- **Following the Rules: Protecting Boards, Practitioners, and the Public**
 - *September 29, 2026, at 8:00 pm ET / 7:00 pm CT / 6:00 pm MT / 5:00 pm PT*
 - Join ARBO for an engaging, practical discussion on why regulatory boards must consistently follow their rules and regulations. This webinar will highlight common challenges boards face, explain why staying within established authority matters, and offer guidance on what to do when the right course of action is unclear. Come ready to gain useful insights, ask questions, and leave better prepared to navigate complex situations with confidence.
- **Best Practices for Regulatory Boards**
 - *January 26, 2027 at 8:00 pm ET / 7:00 pm CT / 6:00 pm MT / 5:00 pm PT*
 - Join ARBO for a timely and practical discussion on best practices for regulatory boards. This webinar will explore key issues such as board conduct, conflicts of interest, hearings, and disciplinary matters, while offering real-world guidance to help boards navigate complex situations with confidence. Whether you are a new board member or a seasoned leader, you will leave with clearer insight into how to uphold your responsibilities, reduce risk, and support effective board governance.
- Register for any of our Regulatory Webinars by going to <https://www.arbo.org/regulatory-webinars>
- Recordings from past Regulatory Webinars are also posted in the member section of our website. Past topics have included: best practices for Board minutes, Administrative Sanctions and Board Authority, and Regulatory Board Audits.

Redesigned Website and New Licensing Requirements Look-Up Now Available:

We've updated our website and added a way to search for the licensing requirements in every state, province, and country that are members of ARBO. Check it out by going to www.arbo.org and clicking on Licensing Requirements. Let us know what you think about the new look of our website and the new licensing requirements look-up.

New Resources Available

We've added some new resources to the member dashboard that you might be interested in:

- A document with the licensing fees of all jurisdictions was recently added. Many of you ask us how your fees compare to other states/provinces, so we've added the information to the member resources so you can check it out on your own.

- A document with the CE requirements in all states has also been added. We're also asked for this information frequently, so we added it to the member resources, so you have access to it whenever you need it.
- Let us know if there's any other information you'd like to see on your member dashboard.

Start Planning for ARBO's 2027 Annual Meeting in Boston

- ARBO's next annual meeting is taking place June 13-14, 2027, in Boston, Massachusetts.
- Members and staff of Regulatory Boards of Optometry in the United States, Canada, Australia, and New Zealand are invited to attend.
- The ARBO Annual Meeting provides a great opportunity to interact with your regulatory colleagues discussing hot topics and shared concerns in the regulatory community.
- More information and registration will be available on ARBO's website in late 2026:
<https://www.arbo.org/meetings/2027>
- Travel stipends will be available for Boards with limited travel allowances. Information will be posted on ARBO's website soon.
- Please contact Lisa Fennell with any questions at LFennell@arbo.org.