

NEVADA STATE BOARD OF OPTOMETRY



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cjenkins@nvoptometry.org

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Board Member

DREW JOHNSON
Public Board Member

Meeting Materials for

June 8, 2021

Board Meeting

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OF

MATERIALS

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Agenda

NEVADA STATE BOARD OF OPTOMETRY



REVISED AGENDA & NOTICE OF PUBLIC MEETING

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

Tuesday, June 8, 2021, at 12 Noon

The public is invited to attend telephonically.

Dial (712) 451-0223 and, when prompted, enter Access code: 292304#

AGENDA

***INDICATES ACTION MAY BE TAKEN.**

1. Welcome, Introductions and **Public Comment**.
2. **Call to Order**, Roll Call.
3. ***For Possible Action**. Consideration of the **minutes** of the April 13, 2021, Board meeting.
4. ***For Possible Action**. Board consideration of YTD 2020-2021 Financial Report and Proposed Budget for FY 2021-2022
5. ***For Possible Action**. Board determination whether just and sufficient cause exists to proceed to investigation and hearing. Most complaint jurisdictional determinations are made by the Executive Director, but when an issue is unclear, the complaint may be brought before the Board.
 - **Complaint No. 21-14** – Cross-border television advertising of free eye exams reaching into Nevada.
 - **Complaint No. 21-17** – Optometrist's spouse/employee represented self to patient as owner of the practice to decline refund.
 - **Complaint No. 21-21** – Potentially misleading indirect advertising of certain panel optometrists by vision insurer.
 - **Complaint No. 21-22** – Door posting and removal of optometrist name after a personnel change.
6. ***For Possible Action**. Consideration of Discipline placed on the license of **Amel Youssef, O.D., License No. 449** – presentation of Licensee's evidence of compliance with stipulated settlement and amended stipulated settlement terms related to **Consolidated Complaints Nos. 19-05 and 19-11**; potential removal of licensee from probation or other action as the Board deems appropriate.

(Agenda continues on next page)

7. ***For Possible Action.** Executive Director's Report:
 - 2021 post-Legislative update regarding optometry, licensing boards, other topics
 - ARBO Annual meeting
 - Staff report on goals for the coming fiscal year
 - Gratitude for Board Volunteers
8. **Public Comment.**
9. ***For Possible Action.** Adjournment.

FY 2021-2022 Regular meeting schedule Tuesdays at Noon by telephone unless otherwise noted: July 13, 2021, November 9, 2021 (Live meeting in Las Vegas), January 11, 2022, March 15, 2022, and May 10, 2022 (Live meeting in Reno). A September and other meetings will be added as they are required.

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

Office of the Nevada Attorney General, 5420 Kietzke Lane, Reno;
Office of the Nevada Attorney General 555 E. Washington Ave. #3900, Las Vegas; and
Douglas County Courthouse, 1616 8th Street, Minden.

The Board will take reasonable measures to accommodate persons with disabilities who wish to attend this meeting. Please call Caren C. Jenkins at (775) 883-8367 in advance for arrangements.

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

Materials for Agenda Item

No. 3

Draft Minutes

NEVADA STATE BOARD OF OPTOMETRY



MINUTES OF PUBLIC MEETING

April 13, 2021

- 1. Call to Order.** President Chen Young, O.D. opened the telephonic meeting at 12:01 p.m. and asked for public comment. No public comments were offered.
- 2. Call to Order and Roll Call.** President Chen Young, O.D., Vice President Mariah Smith, O.D., Jeff Austin, O.D., and Drew Johnson were all in attendance. Also present were Executive Director Caren C. Jenkins, Board Counsel Asheesh Bhalla, Esq., and Licensing Specialist, Nancy Padilla. Public attendees included Steve Girisgen, O.D., Joseph Lao, O.D., Lawrence Wang, O.D., Kareen Yeung Landerville, O.D. and NOA Executive Director, Terri Ogden.
- 3. Consideration and approval of the minutes of the February 9, 2021, Board meeting.** All members having had an opportunity to consider the proposed minutes, Dr. Austin moved and Dr. Smith seconded the motion to adopt the minutes without correction. Unanimous passage.
- 4. Board consideration and approval of Robert Gilbert, O.D.'s Petition for Declaratory Relief regarding telehealth practice.** The Board considered the requestors' proposal to practice optometric telehealth with Nevada patients. After listening to input from Dr. Joseph Lao, and Dr. Yeung Landerville, the Board deliberated. Dr. Austin made a motion that optometric examinations or vision therapy be prohibited from being offered remotely. The motion was seconded by Dr. Young. After further discussion, the motion passed unanimously.
- 5. Board consideration of new therapeutic devices in the treatment of dry eye and meibomian gland dysfunction (MGD). Lawrence Wang, O.D. seeks a Board determination whether these treatments are within the scope of practice in NRS 636.** Dr. Wang presented his request to the Board members stating that these technologies are quickly becoming standard practice because they are noninvasive, do not require cutting or suturing and meet the current requirements of NRS 636. Dr. Austin made a motion that Intense Pulsed Light, Red Light Therapy, thermal devices, radiofrequency devices and similar treatments may be utilized by optometrists so long as the treatments fit within the scope of practice described in NRS 636. Dr. Smith seconded the motion. After significant discussion, all members voted in favor of the motion.

6. Staff Report:

Executive Director Caren Jenkins presented the proposals she received from Casey/Neilon and Eide Baily accounting firms for conducting the Board's annual audit. Drew Johnson motioned to contract with Casey/Neilon, as it appeared the firms services would be comparable, but Casey/Neilon's price was lower. Dr. Austin seconded the motion. The motion passed unanimously.

- Caren Jenkins provided an update on proposed 2021 Legislation affecting optometry and professional licensing boards and suggested that no opportunities to amend NRS 636 were apparent. Previously the Board had discussed fine tuning the chapter if an opportunity presented itself in an already pending bill.
- Nancy Padilla described changes to be made to the Board's website in preparation for the 2022-2024 renewal period.

7. Public Comment. No public comment was offered.

8. Adjournment. Motion to adjourn by Dr. Smith, seconded by Dr. Austin. Unanimous motion carried at 1:41 p.m.

FY 2021-2022 Regular meeting schedule Tuesdays at Noon by telephone: June 8, 2021, July, 13, 2021, November 9, 2021 (Live appearance in Las Vegas), January 11, 2022, March 15, 2022, and May 10, 2022 (Live appearance in Reno). A meeting in September and other meetings will be added as needed.

These minutes were considered and approved by majority vote of the Nevada State Board of Optometry at its meeting on June 8, 2021.

Caren C. Jenkins, Executive Director

Materials for Agenda Item

No. 4

2020-2021 Financial Report and Proposed Budget for FY 2021-2022

Materials for Agenda Item

No. 5

Complaints

21-14

From: [Caren Jenkins](#)
To: [Admin](#)
Subject: FW: Complaint Against [REDACTED]
Date: Tuesday, March 9, 2021 3:47:37 PM

Please log this into the Complaints file dated 2/9/21.

Also, please print it out for me and try to save the ad as an mp4 or another type of file so we can keep it for the complaint file.

Caren C. Jenkins, Esq.
Executive Director

Nevada State Board of Optometry
P.O. Box 1824
Carson City NV 89702
775-883-8367 - office
775-305-0105 – fax
www.nvoptometry.org

**** CONFIDENTIALITY NOTICE****

The preceding e-mail message (including attachments) contains information that may be confidential, be protected by the attorney-client or other applicable privileges, or constitute non-public information. It is intended to be conveyed only to the designated recipient(s). If you are not the intended recipient of this message, please notify the sender by replying to this message and then delete it from your system. Use, dissemination, distribution or reproduction of this message by unintended recipients is not authorized and may be unlawful.

From: [REDACTED]
Sent: Tuesday, March 9, 2021 3:19 PM
To: Caren Jenkins <cjenkins@nvoptometry.org>
Subject: Fwd: Complaint Against [REDACTED]

Sent from my iPhone

Begin forwarded message:

From: [REDACTED]
Date: February 9, 2021 at 7:09:50 AM PST
To: Caren Jenkins <cjenkins@nvoptometry.org>
Cc: [REDACTED]
[REDACTED]
Subject: Complaint Against [REDACTED]

Dear Caren:

Please find the attached recording of a television commercial which aired at approximately 12:45 pm on February 4, 2021. We have reason to believe the commercial, and those like it, are regularly running in the Las Vegas market.

Since it does not appear The Board has a complaint template for a licensee to file a complaint against a non-licensee, please accept this e-mail as a formal complaint against [REDACTED] whose home office is located at [REDACTED]. The ad clearly promotes free eye exams and is vague and misleading to the public. This Complaint contends the advertisement, and others like it is a violation of all subsections of NRS 636.302.

As you may also know, [REDACTED] does not operate eye care centers in Nevada and has filed no fictitious name applications which may allow their promotions to run in Nevada.

[REDACTED] also violates NAC 636.142 by advertising eye examinations without providing the full name of the licensee conducting eye examinations.

Please let us know if you need any further information to act on this complaint.

Regards,

[REDACTED]

[REDACTED]

[REDACTED]

Email Confidentiality Notice: The information contained in this transmission is confidential, proprietary or privileged and may be subject to protection under the law, including the Health Insurance Portability and Accountability Act (HIPAA). The message is intended for the sole use of the individual or entity to whom it is addressed. If you are not the intended recipient, you are notified that any use, distribution or copying of the message is strictly prohibited and may subject you to criminal or civil penalties. If you received this transmission in error, please contact the sender immediately by replying to this email and delete the material from any computer.

[Download Attachment](#)
[Available until Mar 11, 2021](#)

[Click to Download](#)
IMG_7980.MOV
0 bytes

Sent from my iPhone

21-17

April 19, 2021



NV State Board of Optometry
P.O. BOX 1824
Carson City, NV 89702

ATTN: Karen Jenkins

We spoke on the telephone on April 19, 2021 regarding [REDACTED] Optometrist. My [REDACTED] [REDACTED] could not print the complaint form. I hope that the following information is what is needed to go forward with my complaint. My [REDACTED] address is the same as mine and [REDACTED] works at [REDACTED]. They were both present at my meeting with [REDACTED] on March 18th. I am not sure if the correct name of the business is [REDACTED] or [REDACTED].

I would be willing to testify under oath as to the contents of my enclosed letters.
The contents in the enclosed letters is true, accurate and correct.

Please call me at [REDACTED] if you need any further information.



Date 4-19-21

RECEIVED
APR 26 2021

Date(s) of Occurrence: Nov. 19, 2020

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

Physician's Office: [REDACTED]

Hospital: _____

Other: _____

Did you obtain a second opinion from another physician? Yes No N/A

If "Yes": Name of Physician: _____

Physician Address: _____

Diagnosis: _____

COMPLAINT SUMMARY

[REDACTED] owner

RE: A prescription for eye glasses, by [REDACTED] OD on 11-19-20, that did not work out, they made me feel off balance and I couldn't see any better with them than my original eye glasses. I feel that I didn't get what I paid for, therefore I requested a refund of \$318.00 for the exam, which they have refused to refund.

On March 12, 2021 I returned to [REDACTED] as requested, they now say that they think that I need Bioptic/Magnifying glasses which will cost \$1400.00 to \$2000.00 + \$160.00 an hr for [REDACTED] to teach me how to wear/use them + \$300.00 for Safe Driving School. My husband thinks that this may be a bait-and-switch.

For more details please SEE enclosed attachment. I continue to request \$318.00 refund for a prescription that didn't work.

[REDACTED]

[REDACTED]

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

Date: _____

[REDACTED]

RECEIVED
APR 26 2021

Feb. 15, 2021

RECEIVED

APR 26 2021

ATTN: [REDACTED] OD & [REDACTED] (Additions - Restated 1 of 2 pages)

RE: A prescription for eye glasses, by [REDACTED] OD on 11-19-20, that did not work out, they made my balance off and I couldn't see any better with them than my original eye glasses. I feel that I didn't get what I paid for, therefore I am requesting a refund of \$318.00.

I am a [REDACTED] year old [REDACTED] living in [REDACTED] Nevada. I am not able to drive so my Son drives me wherever I need to go.

When I called to make the appointment I ask if the \$318.00 was a all inclusive cost to me, they told me that with discounts, it was. So I made the appointment for Nov. 19, 2020. When my Son and I got there we were told that an appointment for 10 minutes with [REDACTED] was also at no cost. She would give me some hints as to how I could improve my life. After [REDACTED] tested my eyes we proceeded to talk with [REDACTED] she took more than 10 minutes but ensured us that there would not be any charge for the additional time she took. She suggested I get a new computer and a floor lamp that she was selling for only \$250.00. I told her that I already had a floor lamp that looked very similar. (The floor lamp and two table lamps cost me less than \$120.00) She said that the lamp she had was only available to her. I did not buy one.

[REDACTED] & I then talked to [REDACTED] who gave me prices for what they said I needed in lenses. I told them I would get back to them.

In speaking to [REDACTED] on the phone I mentioned that I felt that the cost of glasses at [REDACTED] were too-expensive, they wanted \$255 for the (7up) Vert prism. Walmart wanted \$20.00. She suggested I Speak to [REDACTED] about reducing the costs, which I did, he said he could reduce the lenses by \$60.00. When I ask him if the lenses would be polycarbonate he said no, they would be plastic. Plastic lenses are cheaper by \$60.00, so therefore they would also be cheaper at Walmart. I elected to go with Walmart to make the lenses and the purchase of frames which were less expensive too.

In early mid January, I called [REDACTED] and told the operator that I had purchased my glasses from Walmart and wanted to make sure that they were as prescribed, she said that there was

no cost or appointment necessary to have them checked. My Son and I proceeded to [REDACTED] [REDACTED]. According to [REDACTED] LDO the lenses were as prescribed. I told her that I couldn't see any better with those prescribed by [REDACTED] and made by Walmart any better than my original glasses. I told her that Walmart frames and lenses were much less expensive for both. She checked my vision with both sets of glasses and found my sight to be the same or slightly better with my original glasses.

I then saw [REDACTED] who had me read a chart for him with the lenses he prescribed and Walmart made for me. I told him that Walmart frames and lenses were much less expensive for both. He seemed somewhat insulted that I had not had [REDACTED] make my glasses. He said that I should give the new glasses at least two weeks or until the end of the month to let my brain adjust to the new glasses, if my eyes didn't adjust to them by then he would refund my money for the prescription. I agreed to give the glasses until the end of the month, which I did.

On Feb. 1, 2021, [REDACTED] Optician at Walmart, suggested I may want to try another Optician/Ophthalmologist.

On Feb 2, 2021 I left a message that I had worn the prescribed glasses until the end of Jan. and they were no better than my original glasses. I would appreciate it if my \$318.00 was refunded as stated by [REDACTED] when my Son and I had visited him in early mid Jan. After a phone call made to me by [REDACTED] [REDACTED] called on Feb 3, she made it very clear that she was the owner of [REDACTED], she said they had spent a lot of time with me and then she told me that they were not going to refund my \$318.00. She also said that [REDACTED] had been referring to a refund on the glasses that he had thought were purchased at [REDACTED]. With my Son present, I had made it very clear to everyone, including [REDACTED] that the glasses were purchased at Walmart. It is true that [REDACTED] spent a lot of time trying to sell me a \$250.00 floor lamp and expensive glasses. I say to her that if the prescribed lenses don't work then regardless of where they were purchased makes no difference, the lenses were made as prescribed by [REDACTED], they were no better than my original glasses and they made me feel off balance.

Respectfully, I am requesting a refund of \$318.00, plus any additional costs to me.

[REDACTED]

cc: Better Business Bureau
NV Board of Medical Examiners = NV Board of Optometry
Shepherd Eye Center
Retina Consultants of Nevada
National Association of Consumers Advocates
NV Consumer Affairs Division
Channel 13 Call for Action

First Correspondence Feb. 15, 2021
This Addition March 29, 2021

[REDACTED]

[REDACTED]

ATTN: [REDACTED] OD & [REDACTED], Owner (ADDITION)

On or about March 12, 2021 [REDACTED] Clinic Coordinator, called me saying that they had gotten the letter from the BBB., he requested that we set up a date for me to come in and review the prescription that didn't work for me. We set the date of March 18, 2021 @ 9:20 AM. On March 18, [REDACTED] took my Son and I to [REDACTED] office where we were joined by both. I was expecting for [REDACTED] to revisit the prescription to see if he had made an error, that did not happen. With [REDACTED] my son, [REDACTED] and I in the room. I was questioned as to my thoughts regarding the prescribed glasses. Then we all went into room two where [REDACTED] had me read a few lines and tell him what letters he had put on the screen. This was done with each my original glasses, the glasses I had gotten from Walmart that he had prescribed and also what he called Bioptic/Magnifying glasses. I told him that I didn't see much of a difference, if any, in any of the three pairs of glasses. [REDACTED] then said he believed that I should get the Bioptic glasses. so I could drive. He seemed to be focused on my driving, even though I had told him that I didn't feel that it would be safe for me to drive. I then ask him how much the Bioptic glasses would be. According to [REDACTED] they would cost between \$1400.00 and \$2000.00. [REDACTED] also told me that I would need about 1 hour with the owner, [REDACTED] to learn how to use these glasses. I later found out that she charges an additional \$160.00 per hour, I then also found out that I would need to go to Safe Driving School for 4 hours @ \$.300.00. Now we are talking \$1860.00 to \$2460.00. None of this was guaranteed/refundable if this didn't work. Even though the glass would be on loan to see if they might work, the remainder of the cost would be at my expense. I said that I would have to discuss this with my husband. My husband said that he thought it sounded like a bait-and-switch.

Respectfully, I am requesting a refund of \$318.00, plus any additional costs to me, thus far none.

[REDACTED]

RECEIVED

APR 26 2021



Invoice:
 Patient:
 Provider:

Date of Service: 11/19/2020



Diagnosis	Description	Diagnosis	Description
H54.0X35	Blindness OD category 3, blindness OS categ...	H53.413	Scotoma involving central area, bilateral
H35.3132	Nonexudative age-related macular degenerati...	H52.4	Presbyopia
H52.223	Regular astigmatism, bilateral	H52.13	Myopia, bilateral

Bill Code	Proc Code	Description	Amount
99205	99205	E&M LEVEL 5, NEW PT	300.00
92015	92015	REFRACTION	65.00
92250 Fundus	92250	FUNDUS PHOTOGRAPHY	139.00
92083 Visual Fi	92083	VISUAL FIELD, EXTENSIVE, UNILAT OR BILAT	138.00
11/19/2020		Patient - Credit Card [4148] Visa	-318.00
11/20/2020		Patient - Discount for 99205(99205)	-324.00
Balance		Invoice Balance:	\$0.00



11/19/2020 11:43:28

CREDIT CARD
 VISA SALE

Card # XXXXXXXXXXXXX4148
 Chip Card: VISA CREDIT
 AID: A00000003101
 SEQ #: 27
 Batch #: 27
 INVOICE
 Approval Code: 96327
 Entry Method: Contact:
 Mode: Issu

SALE AMOUNT \$318.00

RECEIVED
 APR 26 2021

CUSTOMER COPY

OVER

21-21

From: [Admin](#)
To: [Caren Jenkins](#)
Subject: RE: New submission from Complaints Form
Date: Thursday, June 3, 2021 4:01:41 PM

Logged as complaint # 21-21

From: Caren C. Jenkins <website@nvoptometry.org>
Sent: Thursday, June 3, 2021 3:11 PM
To: nvoptometryorg@gmail.com; Admin <admin@nvoptometry.org>; nvoptorg@gmail.com
Subject: New submission from Complaints Form

Complainant(s)

Anonymous telephone complaint to Caren

Mailing Address

PO Box 1824

Daytime Phone

(775) 883-8367

Email

cjenkins@nvoptometry.org

Optometrist/Subject of Investigation/ Respondent

[REDACTED]

Address

unknown

City

unknown

Phone

(123) 456-7890

D/B/A

123

Date(s) of Incident

06/01/2021

What law(s) in NRS Chapter 636 or NAC 636, or others, do you believe were violated?

NAC 636.210 Restrictions on use of name and place of practice; required display of license; representation as specialist without certification; employer responsible for unprofessional conduct of employee. (NRS 636.125, 636.360)

636.210 1. An optometrist shall not:

(a) [Practice optometry or maintain an ownership interest in] Own any part of an office where optometry is practiced under any name other than the name on his or her license [,] or a fictitious or assumed name registered with the Board pursuant to NRS 636.350.

(b) Represent himself or herself as a specialist in any optometric field unless he or she has been

certified by a board for certifying specialties approved by the Nevada State Board of Optometry.

Summary of Issues: (Please attach additional pages as needed and a copy of any evidence supporting your claims)

Being advertised as a "Premier Provider" on the [redacted] patient portal and other internet locations is misleading to the public, and infers that those optometrists who have agreed to utilize only [redacted]-affiliated labs and sell only [redacted]-provided spectacle frames are somehow "Premier" or better than those who have not placed their own interests over those of their patients. [redacted] labs take a lot longer to produce lenses, and if those lenses need to be returned, take double the time - leaving patients without lenses for 6 weeks or more.

Did you contact the Optometrist or the office they practice at regarding this complaint?

Premier Provider status benefits only the optometrist - with "free" advertising and higher reimbursements - which constitutes improper influence over the practice of optometry by a non-optometrist..

Did the Optometrist or the office respond?

123

Were there any witnesses to the incident? If so, Please provide name(s), address(es), and phone number(s)

123

What would you consider a satisfactory resolution to this Complaint?

123

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

123

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

No

- By submitting this information and checking this box, I affirm that each document is complete and correct and that all information contained in this submission is true under the pains and penalties of perjury and the requirements of NRS Chapter 636 and NAC Chapter 636 and Nevada law generally. I also acknowledge that if I have directed or authorized a person to complete or submit this information on my behalf, I, the Complainant, am fully responsible for the content of the submission.

Name

Caren C. Jenkins

Date

06/01/2021

Comments

The Complainant has asked to be anonymous pursuant to NRS 636.310 Form and filing of complaint; referral of complaint; immunity from civil liability.

1. A complaint:

- (a) Must be made in writing and be signed and sworn to or affirmed by the person making it.
- (b) May not be filed anonymously, except that the identity of the complainant must remain confidential upon request by the complainant and until the complainant waives that confidentiality.

I have read all questions, answers and statements and know the contents thereof. I hereby certify, under penalty of perjury, that the information furnished in this Complaint is true, accurate and correct.

Go to <https://www.optometry.org/> to take the NV Optometry Exam.

21-22

From: Caren C Jenkins
To: nvoptometryorg@gmail.com; Admin: nvoptorg@gmail.com
Subject: New submission from Complaints Form
Date: Thursday, June 3, 2021 4:38:59 PM

COMPLAINT 21-21

Complainant(s)

Caren

Mailing Address

PO Box 1824

Daytime Phone

(775) 883-8367

Email

cjenkins@nvoptometry.org

Optometrist/Subject of Investigation/ Respondent

[REDACTED]

Address

various

City

123

Phone

(123) 123-1234

O/B/A

123

Date(s) of Incident

06/01/2021

What law(s) in NRS Chapter 636 or NAC 636, or others, do you believe were violated?

NRS 636.360 Posting of license and renewal card. Each holder of an optometry license, or an optometry license and renewal card, shall post the license or both the license and renewal card in a prominent place at the location for which it was issued.

[80:208:1955] - (NRS A 1993, 2874)

NRS 636.365 Issuance of duplicate license and renewal card. The Board or the Executive Director may issue a duplicate license and renewal card for each location at which a licensee practices optometry, if the licensee maintains more than one place of practice.

[26:208:1955] - (NRS A 1993, 2874; 2019, 3653)

NRS 636.370 Notice to Board of initial or change of location of practice or establishment of additional location.

1. A person who has been issued an initial license to practice optometry in this State or who is re-establishing a practice in this State shall, before commencing the practice, notify the Executive Director, in writing, of the location

or locations where the person intends to practice.

2. A licensee shall notify the Executive Director in writing before changing the location of his or her practice or establishing an additional location to practice optometry.

[79:208: 1 9 5 5] - (NRS A 1993, 2874; 2019, 3653)

Summary of Issues: (Please attach additional pages as needed and a copy of any evidence supporting your claims)

NAC 636.130 Posting of signs. (NRS 636.125, 636.302, 636.380)

636.130 1. A licensee shall post a sign at the entrance to [his or her] any office [that specifies] that is registered with the Board as a practice location of the licensee. The sign must include, without limitation, the licensee's [full] last name, as it appears on his or her license, the professional designation of the licensee and the hours during which the office is open.

2. A sign posted at a location which is remote from the office must specify, without limitation, the [full] last name of the licensee as it appears on h

Did you contact the Optometrist or the office they practice at regarding this complaint?

Optometrist name still remains on outer office door several months after optometrist left that practice location.

New optometrist name not placed on door at least 30 days after joining new practice location.

Did the Optometrist or the office respond?

123

Were there any witnesses to the incident? If so, Please provide name(s), address(es), and phone number(s)

123

What would you consider a satisfactory resolution to this Complaint?

123

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

123

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

No

- By submitting this information and checking this box, I affirm that each document is complete and correct and that all information contained in this submission is true under the pains and penalties of perjury and the requirements of NRS Chapter 636 and NAC Chapter 636 and Nevada law generally. I also acknowledge that if I have directed or authorized a person to complete or submit this information on my behalf, I, the Complainant, am fully responsible for the content of the submission.

Name

Caren C. Jenkins

Date

06/01/2021

Comments

Complainant wishes to remain anonymous

- I have read all questions, answers and statements and know the contents thereof. I hereby certify, under penalty of perjury, that the information furnished in this Complaint is true, accurate and correct.

Go to <https://www.optomehy.org/> to take the NV Optomehy Exam.

Compl 21-22

Caren Jenkins

From: Caren Jenkins
Sent: Friday, June 4, 2021 3:32 PM
To: Admin (admin@nvoptometry.org)
Subject: Memo to the Complaints File
Expires: Wednesday, December 1, 2021 12:00 AM

COMPLAINT 21-21

On Wednesday, June 2, I received a telephone call from an optometrist formerly employed by _____, complaining that his employer had not removed his name from the door of his former practice location. He said he had asked them to remove his name several times, to no avail.

The optometrist also noted that the optometrist hired to fill his spot's name had not been added, and more than 60 days had passed since he left and the other licensee had begun providing patient services. He also mentioned similar compliance failures to add or remove names from the doors at at least one other location owned by the same optometry group. He stated that the practice group knows the requirement, and opined that the group generally does not place a high priority on complying in a timely manner with the more administrative requirements of the NV Optometry laws.

Caren C. Jenkins, Esq.
Executive Director

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

**** CONFIDENTIALITY NOTICE****

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Materials for Agenda Item

No. 6

**Evidence supporting the
compliance of Amel Youssef,
O.D. with settlement related
to Consolidated Complaints
Nos. 19-05 and 19-11**

**BEFORE THE STATE OF NEVADA
BOARD OF OPTOMETRY**

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

Petitioner,

v.

AMEL YOUSSEF, O.D.,

Respondent.

Consolidated Cases No.19-05 and 19-11

**AMENDMENT TO STIPULATION FOR
SETTLEMENT**

This Amendment to the Agreement and Stipulation for Settlement of Complaint ("Stipulation") is entered into by and between the Petitioner, the STATE OF NEVADA BOARD OF OPTOMETRY ("Board"), by and through its Executive Director, CAREN C. JENKINS, ESQ. ("Executive Director") and the Board's legal counsel, SARAH BRADLEY, ESQ., Deputy Attorney General; and the Respondent, AMEL YOUSSEF, O.D. ("Respondent"), by and through her attorney, TIMOTHY ELSON, ESQ., of THE LAW OFFICES OF TIMOTHY ELSON, LLC.

1. This Amendment is made solely to clarify a typographical error in the Stipulation entered in this consolidated case on March 27, 2019. This Amendment does not change any of the other provisions set forth in the Stipulation, including, but not limited to, the timing of the probation, which is expressly controlled by the execution of the Stipulation and the dates set forth in the Stipulation.

2. In Paragraph 10 of the Stipulation, the Stipulation addresses terms of the Confidential Settlement Agreement ("CSA") that Respondent reached with Vision Service Plan ("VSP"). Paragraph 10 states that Respondent would complete making the agreed-upon payments to VSP by March 2019. However, Respondent was to begin making payments to VSP on or about March 15, 2019, and the payments are to be completed approximately one year later. Respondent is also permitted to reapply to the VSP Doctor Network as further specified in the Settlement Agreement. During the Board's investigation, Respondent produced to the Executive Director a letter from VSP, which outlined the correct terms of the CSA. That is, Respondent accurately disclosed the correct terms prior to entering into the Stipulation and for whatever reason and to no fault of any party, a typographical error occurred in the Stipulation as to the

timing of the completion of Respondent's payments to VSP.

3. As such, the Parties hereby agree that the Stipulation shall be amended to reflect the correct payment terms to VSP, with payments starting on March 15, 2019, and concluding approximately one year later, on or about March 15, 2020.

IT IS SO STIPULATED.

By: [Signature] this ___ day of October 2019
Amel Youssef, O.D., Respondent

By: [Signature] this 4th day of December 2019
Timothy Elson, Esq., of The Law Offices Of Timothy Elson, LLC
Attorney for the Respondent

By: [Signature] this ___ day of October 2019
Chen Young, O.D., President
Nevada State Board of Optometry

By: [Signature] this ___ day of October 2019
Caren C. Jenkins, Esq., Executive Director
Nevada State Board of Optometry

By: ___ this ___ day of October 2019
Ashesh S. Bhalla, Esq., Deputy Attorney General
Counsel to the Nevada State Board of Optometry

timing of the completion of Respondent's payments to VSP.

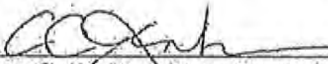
3. As such, the Parties hereby agree that the Stipulation shall be amended to reflect the correct payment terms to VSP, with payments starting on March 15, 2019, and concluding approximately one year later, on or about March 15, 2020.

IT IS SO STIPULATED.

By: _____ this ____ day of October 2019
Amel Youssef, O.D., Respondent

By: _____ this ____ day of October 2019
Timothy Elson, Esq. of The Law Offices Of Timothy Elson, LLC
Attorney for the Respondent

By: _____ this ____ day of October 2019
Chen Young, O.D., President
Nevada State Board of Optometry

By:  this ____ day of October 2019
Caren C. Jenkins, Esq., Executive Director
Nevada State Board of Optometry

By:  this 2nd day of October 2019
Asheesh S. Bhalla, Esq., Deputy Attorney General
Counsel to the Nevada State Board of Optometry

**BEFORE THE STATE OF NEVADA
BOARD OF OPTOMETRY**

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

Petitioner,

v.

AMEL YOUSSEF, O.D., License No. 449

Respondent.

**Consolidated Cases No.19-05 and 19-11
STIPULATION FOR SETTLEMENT**

This Agreement and Stipulation for Settlement of Complaint ("Stipulation") is entered into by and between the Petitioner, the STATE OF NEVADA BOARD OF OPTOMETRY ("Board"), by and through its Executive Director, CAREN C. JENKINS, ESQ. ("Executive Director") and the Board's legal counsel, SARAH BRADLEY, ESQ., Deputy Attorney General; and the Respondent, AMEL YOUSSEF, O.D. ("Respondent"), by and through her attorney, TIMOTHY ELSON, ESQ., of THE LAW OFFICES OF TIMOTHY ELSON, LLC.

I. ALLEGED FACTS

A. GENERAL FACTS

1. On or about October 16, 2018, the Board mailed Respondent a Notice of Complaint ("Notice") on Case No. 19-05. Therein, the Board alleged that, in April 2018, the Board had received a Complaint ("Complaint") from a member of the public alleging certain violations of Optometry Laws, attaching a copy of the Complaint to the Notice. At the Board's meeting on October 16, 2018, the Board found that the Complaint presented just and sufficient cause to conduct an investigation and bring the matter before the Board for consideration.

2. On or about November 15, 2018, the Board mailed Respondent a Notice of Complaint ("Notice") on Case No. 19-11. Therein, the Board alleged that, in October 2018, the Board had received a Complaint alleging certain violations of Optometry Laws, attaching a copy of the Complaint to the Notice. At the Board's meeting on November 13, 2018, the Board found that the Complaint presented just and sufficient cause to conduct an investigation and bring the matter before the Board for consideration.

3. Due to the similarity of allegations in both Complaints, the Board thereafter investigated and processed both Complaints as a consolidated case under Case No 19-11.

4. In response to the Complaints, Respondent cooperated with the Board to the best of her ability, discussing all allegations contained in the Complaints and providing certain documents related to the allegations therein. Given Respondent's cooperation, the Board did not move forward with a formal written Notice and Accusation ("Accusation"). As such, Respondent never filed a formal written Answer. Instead, the Executive Director and Respondent agreed to present this Stipulation as a Settlement to the Board

B. ALLEGATIONS RELATED TO CONSOLIDATED CASES

5. One of Respondent's employees complained of a number of issues with Respondent's practice and procedures in May 2017, which the employee believed to violate state and federal laws related to optometry, HIPAA and employment, including:

- a. a lack of protection of confidential patient information and records;
- b. performing exams and dispensing contact lenses that were not medically necessary or billing insurance for procedures not performed;
- c. delegating to assistants the application of drops into patients eyes without proper training;
- d. improperly withholding funds from employee pay;
- e. selling trial contact lenses and offering free Halloween cosmetic lenses; and
- f. hosting Botox parties in her optometry office for friends and patients.

The former employee neither provided nor was able to lead the Board to any evidence to support her allegations. Respondent also denied any wrongdoing as to these allegations.

6. Respondent had entered into a Network Doctor Agreement with Vision Service Plan ("VSP") and became a VSP Network Doctor well before the filing of the instant Complaint. In or around May 2018 through June 2018, VSP undertook an audit that analyzed certain billing records and requests for payment Respondent had submitted to VSP.

7. Following its audit, VSP made certain determinations, notifying Respondent of the same. Even though Respondent denied VSP's allegations, rather than engage in a lengthy appeal process with VSP, Respondent made certain business decisions not to appeal the audit and otherwise to address the issues with VSP. Respondent was unaware that her failure to file an appeal or otherwise address the audit findings would require VSP to comply with mandatory reporting requirements and submit its Complaint to the Board.

8. In its Complaint, VSP alleged certain billing irregularities. These billing irregularities included, *e.g.*: Respondent billing VSP for contact lenses following fittings when in fact the contact lenses had not been ordered; Respondent billing VSP for contact lenses following fittings when the patient did not pick up the contact lenses; and Respondent entering inaccurate billing codes for treatment.

9. Since undergoing the VSP audit, Respondent has taken substantial steps to improve protocols within her practice. Respondent started developing these steps before VSP reported this matter to the Board, *i.e.*, on her own initiative. These steps include, but are not limited to, the following: additional educational training on billing practices and procedures for both Respondent and her staff; improving protocol on billing; improving protocol on contact lens ordering and delivery; retaining an outside third-party billing company; and retaining an outside third-party bookkeeper.

10. Respondent also entered into a Confidential Settlement Agreement ("CSA"), made confidential at VSP's request, to resolve VSP's concerns. As part of the CSA, no party admitted any fault and the CSA should be viewed as a compromise between Respondent and VSP to resolve their contractual differences. Respondent agreed to satisfy any monetary obligations to VSP by March 2019, and Respondent will be permitted to reapply for inclusion in the VSP Doctor Network.

II. ALLEGED VIOLATIONS

11. Based upon the evidence available, the Executive Director alleges for this consolidated matter and not for any other purpose, including any subsequent civil action, Respondent has violated NRS 636.295(8) and (10), exhibiting conduct that falls below the standard of care, in light of the following:

- a. Respondent billed VSP for specialty contact lenses provided to a patient when the contact lenses had not been ordered,

b. Respondent billed VSP for specialty contact lenses provided to a patient when the patient did not pick up the contact lenses, and

c. Respondent billed for services and treatment erroneously or when the billed services and treatment had not been rendered.

12. Respondent denies any wrongdoing and further denies the allegations of the Executive Director, maintaining that she followed industry standards. However, for the purpose of resolving this matter and not for any other purpose, including any subsequent civil action if this matter were to proceed to a full Board hearing, Respondent acknowledges the Executive Director's representation that a sufficient quantity and/or quality of evidence could be proffered sufficient to meet a preponderance of the evidence standard of proof regarding the factual matters alleged.

III. JURISDICTION

13. The Respondent was, at all times relevant to this Stipulation, licensed as an optometrist by the Board under Nevada Optometry License Number 449, and is therefore subject to the jurisdiction of the Board and the provisions of NRS Chapter 636 and NAC Chapter 636.

IV. STIPULATED SETTLEMENT TERMS

14. The Board is prepared to put on a case based on the offenses alleged in the Complaint, and NRS 636.420 and NRS 636.325(1) authorizes and empowers the Board to issue administrative fines and other penalties.

15. Based upon the evidence available to date, the findings of the Executive Director, and the acknowledgement by Respondent contained in Paragraph 10 above, the parties have agreed to resolve the pending Complaint pursuant to the following disciplinary terms and conditions:

a. Respondent agrees to pay the Board One Thousand Five Hundred Dollars (\$1,500.00) in administrative fines within 60 days of the Board accepting this Stipulation. Should Respondent fail to pay the fines timely, late fees and additional penalties may be imposed.

b. Respondent agrees to retain and maintain a third-party billing company to ensure the accuracy of insurance and patient billing and recordkeeping in her optometry practice, for the duration of the probationary period imposed herein, including any

extension thereof.

c. Respondent shall abide by the terms of the CSA she entered with VSP, timely satisfying any monetary obligations to VSP. Respondent shall provide proof to the Board of her complete satisfaction of the terms of the CSA with VSP, verified by a representative of VSP, within 30 days of the same.

d. Respondent agrees to the imposition of probation on her licensure for a period of 2 years from the date the Board approves this Stipulation. The Probationary Period only covers act that occurred on or after March 26, 2019, as the provisions identified below specifically exclude any acts or violations that occurred prior to March 26, 2019. That is, it is the intent of the Probation Period to only cover wrongful conduct moving forward. Should Respondent:

(1) during the probationary period, be found to have violated any provision of NRS Chapter 636, NAC Chapter 636, or any Board Policy for any act or conduct that occurred after March 26, 2019 through the end of the probationary period,

(2) be the subject of a complaint that the Board determined (the determination of which was made during the probationary period) that just and sufficient cause existed to hear the complaint, alleging activities (which occurred on or after March 26, 2019) similar to any alleged violation contained in Paragraph 11 or

(3) fail to pay the administrative fine or otherwise perform under the terms of this Stipulation within the deadlines provided, including her satisfaction of her agreement with VSP,

Then the Board may (a) rescind this Stipulation and hold a public hearing on proper notice, allowing Respondent to present any related defenses, (b) revise the agreed-upon penalties outlined herein and take additional action, and (c) impose additional penalties against Respondent's license, including possible revocation, as the Board deems appropriate.

16. Respondent and the Board agree that insufficient evidence likely exists to meet a

preponderance of the evidence standard that Respondent violated any other allegations in the Complaint not otherwise addressed herein, and, therefore, those allegations are dismissed.

17. The Board agrees not to impose on Respondent any other or greater remedies or fines in connection with the allegations referenced in the Complaint, except as provided in Paragraph 13 (d). of this Stipulation.

18. Respondent and the Board agree that by entering into this Stipulation, the Board does not concede any defense or mitigation the Respondent may assert, and that once this Stipulation is approved and fully performed, the Board will close its file in these matters.

19. The Respondent understands the public records law may require this Stipulation and related documents be made available for inspection. The Respondent also understands that the Board may share the contents of this Stipulation and related documents with any governmental or professional organization or member of the public, or publish its terms in the Board's newsletter.

V. INFORMED CONSENT

20. Respondent has read all of the provisions contained in this Stipulation and agrees with them in their entirety. Respondent recognizes and agrees this Stipulation is the result of voluntary settlement negotiations that involved give and take, and the final agreement, this Stipulation, is a voluntary compromise.

21. Respondent acknowledges and admits she has carefully read and understands the issues and allegations in the Complaint referenced and addressed herein. Respondent also acknowledges and admits she has carefully read and understands the effects of this Stipulation.

22. Respondent is fully aware of her legal rights in this matter, including the right to a formal hearing relative to the issues and allegations in the Complaint referenced and addressed herein. Respondent is also fully aware she has a right to retain counsel for this matter, the right to confront and cross-examine the witnesses against her, the right to present evidence and to testify on her own behalf, the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents, the right to reconsideration and court review of an adverse decision, and all other rights accorded by the Nevada Administrative Procedure Act and other applicable laws. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above, and as more fully set forth herein and

below.

23. Respondent is aware by entering into this Stipulation she is waiving certain valuable due process rights contained in, but not limited to, NRS 636, NAC 636, NRS 233B and NAC 233B.

24. Respondent and the Board agree any statements and/or documentation made or considered by the Board during any properly noticed open meeting (to which Respondent hereby specifically waives any and all notice requirements for same, whether required by NRS 241.033 or any other statute or regulation) to determine whether to adopt or reject this Stipulation are settlement negotiations and therefore such statements or documentation may not be used in any subsequent Board hearing or judicial review, whether or not judicial review is sought in either the State or Federal District Court.

25. Respondent acknowledges she has read this Stipulation. Respondent acknowledges she has been advised she has the right to have this matter reviewed by independent counsel and she has had ample opportunity to seek independent counsel. Respondent has been specifically informed she should seek independent counsel and that gaining the advice of independent counsel would be in Respondent's best interest. Having been advised of his right to independent counsel, as well as having the opportunity to seek independent counsel, Respondent has retained Timothy Elson, Esq., of The Law Offices of Timothy Elson, LLC, as her attorneys and has reviewed this Stipulation with her attorneys. Respondent specifically acknowledges she understands all of this Stipulation's terms and conditions and agrees with the same.

VI. OTHER TERMS

26. Respondent acknowledges no other promises in reference to the provisions contained in this Stipulation have been made by any agent, employee, counsel or person affiliated with the Board.

27. Respondent acknowledges the provisions in this Stipulation contain the entire agreement between Respondent and the Board and the provisions of this Stipulation can only be modified, in writing, with Board approval.

28. In the event the Board adopts this Stipulation, Respondent hereby waives any and all rights to seek judicial review or otherwise to challenge or contest the validity of the provisions contained herein.

29. Respondent and the Board agree none of the parties shall be deemed the drafter of this Stipulation. In the event this Stipulation is construed by a court of law or equity, such court shall not construe it or any provision hereof against any party as the drafter. The parties hereby acknowledge all

parties have contributed substantially and materially to the preparation of this Stipulation.

30. Respondent specifically acknowledges by her signature on this Stipulation she has read and understands its terms and acknowledges she has signed and initialed of her own free will and without undue influence, coercion, duress, or intimidation.

31. Respondent acknowledges in consideration of execution and adoption of this Stipulation, Respondent hereby releases, absolves and forever discharges the State of Nevada, the Board, and each of their members, agents, employees and legal counsel, in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out the above-referenced Complaint, as well as the negotiation and completion of this Stipulation.

32. In the event the Board adopts this Stipulation, Respondent agrees it may be considered in any future Board proceeding(s) or judicial review, whether such judicial review is performed by either the State or Federal District Court(s).

32. This Stipulation was considered and adopted by the Board in an open meeting on March 26, 2019. This Stipulation is considered a final disposition of a contested case and will become a public record and may be reportable to the National Practitioner Data Bank.

IT IS SO STIPULATED.

FOR RESPONDENT:

By: _____ this ____ day of March 2019
Amel Youssef, O.D., Respondent

Approved as to form by: _____ this ____ day of March 2019
Timothy P. Elson, Esq., Law Offices of Timothy P. Elson
Counsel for Respondent

FOR THE NEVADA BOARD OF OPTOMETRY:

By: _____ this ____ day of March 2019
Chen Young, O.D., President
Nevada State Board of Optometry

(Signatures continued on next page)

parties have contributed substantially and materially to the preparation of this Stipulation.

30. Respondent specifically acknowledges by her signature on this Stipulation she has read and understands its terms and acknowledges she has signed and initialed of her own free will and without undue influence, coercion, duress, or intimidation.

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IT IS SO STIPULATED.

FOR RESPONDENT:

By:  this 27th day of March 2019
Amel Youssef, O.D., Respondent

By:  this 27th day of March 2019
Timothy P. Elson, Esq., Law Offices of Timothy P. Elson
Counsel for Respondent

FOR THE NEVADA BOARD OF OPTOMETRY:

By: _____ this _____ day of March 2019
Chen Young, O.D., President
Nevada State Board of Optometry

(Signatures continued on next page)

parties have contributed substantially and materially to the preparation of this Stipulation.

30. Respondent specifically acknowledges by her signature on this Stipulation she has read and understands its terms and acknowledges she has signed and initialed of her own free will and without undue influence, coercion, duress, or intimidation.

31. Respondent acknowledges in consideration of execution and adoption of this Stipulation, Respondent hereby releases, absolves and forever discharges the State of Nevada, the Board, and each of their members, agents, employees and legal counsel, in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that Respondent ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out the above-referenced Complaint, as well as the negotiation and completion of this Stipulation.

32. In the event the Board adopts this Stipulation, Respondent agrees it may be considered in any future Board proceeding(s) or judicial review, whether such judicial review is performed by either the State or Federal District Court(s).

32. This Stipulation was considered and adopted by the Board in an open meeting on March 26, 2019. This Stipulation is considered a final disposition of a contested case and will become a public record and may be reportable to the National Practitioner Data Bank.

IT IS SO STIPULATED.

FOR RESPONDENT:

By: _____ this ____ day of March 2019
Amel Youssef, O.D., Respondent

By: _____ this ____ day of March 2019
Timothy P. Elson, Esq., Law Offices of Timothy P. Elson
Counsel for Respondent

FOR THE NEVADA BOARD OF OPTOMETRY:

By: Chen Young, O.D. this 27th day of March 2019
Chen Young, O.D., President
Nevada State Board of Optometry

(Signatures continued on next page)

By:  this 27 day of March 2019
Caren C. Jenkins, Esq., Executive Director
Nevada State Board of Optometry

Approved as to form by: _____ this ____ day of March 2019
Sarah Bradley, Esq., Deputy Attorney General
Counsel to the Nevada State Board of Optometry

*** END OF DOCUMENT ***

By: _____ this _____ day of March 2019
Caren C. Jenkins, Esq., Executive Director
Nevada State Board of Optometry

Approved as to form by: Sarah Bradley this 28th day of March 2019
Sarah Bradley, Esq., Deputy Attorney General
Counsel to the Nevada State Board of Optometry

*** END OF DOCUMENT ***

BOARD ACTION

This Stipulation for Settlement of Complaint in the matter of Amel Youssef, O.D., License No. 449, in Case No. 19-11 came before a properly noticed meeting the Nevada State Board of Optometry and was (initial appropriate action):

Approved: ✓ Disapproved _____

by a majority vote of the Nevada State Board of Optometry on March 26, 2019.

VOTES:

Chen Young, O.D., Board President	<u>Aye</u> /Nay/Abstained
Mariah Smith, O.D.	<u>Aye</u> /Nay/Abstained
Jeffrey Austin, O.D.	<u>Aye</u> /Nay/Abstained
Drew Johnson (Public Member)	<u>Aye</u> /Nay/Abstained

DATED this 27th day of March 2019


By: **Caren C. Jenkins, Executive Director**
NEVADA STATE BOARD OF OPTOMETRY

Caren Jenkins

From: Caren Jenkins
Sent: Tuesday, April 27, 2021 4:17 PM
To: Tim Elson; amelyoussef@me.com
Subject: RE: Amel Youssef - Consolidated Case Nos. 19-05 and 19-11
Attachments: SIGNED Stipulated Settlement Agreement_3.26.2019.pdf
Expires: Sunday, October 24, 2021 12:00 AM

Dr. Youssef and Mr. Elson:

Board of Optometry Consolidated Case Nos. 19-05 and 19-11 will be included on the agenda at the Nevada State Board of Optometry's next meeting, to be held telephonically beginning at noon, on June 8, 2021. Dr. Youssef is not required to appear, but may register an appearance and make a brief statement when the agenda item is being heard, and is permitted to be represented by counsel at the meeting. You will be provided an agenda and call-in information as soon as it becomes available, or you can obtain the information at www.nvoptometry.org on the meetings page.

The agenda item will consist of a status report on the terms of the Amended Stipulated Settlement Agreement. The Board has not received any information or reporting regarding the restitution to be paid to VSP by Dr. Youssef as required in the Confidential Settlement Agreement between those parties. The payment of restitution was an important factor considered when the Board entered the Stipulated Agreement with Dr. Youssef, and the Board reserved the ability to revisit the case should Dr. Youssef fail to perform any aspect of the agreed upon terms.

I have provided those terms below, with relevant terms highlighted, for your use:

15. Based upon the evidence available to date, the findings of the Executive Director, and the acknowledgement by Respondent contained in Paragraph 10 above, the parties have agreed to resolve the pending Complaint pursuant to the following disciplinary terms and conditions:

- a. Respondent agrees to pay the Board One Thousand Five Hundred Dollars (\$1,500.00) in administrative fines within 60 days of the Board accepting this Stipulation. Should Respondent fail to pay the fines timely, late fees and additional penalties may be imposed.
- b. Respondent agrees to retain and maintain a third-party billing company to ensure the accuracy of insurance and patient billing and recordkeeping in her optometry practice, for the duration of the probationary period imposed herein, including any extension thereof.

c. Respondent shall abide by the terms of the CSA she entered with VSP, timely satisfying any monetary obligations to VSP. Respondent shall provide proof to the Board of her complete satisfaction of the terms of the CSA with VSP, verified by a representative of VSP, within 30 days of the same.

d. Respondent agrees to the imposition of probation on her licensure for a period of 2 years from the date the Board approves this Stipulation. The Probationary Period only covers act that occurred on or after March 26, 2019, as the provisions identified below specifically exclude any acts or violations that occurred prior to March 26, 2019. That is, it is the intent of the Probation Period to only cover wrongful conduct moving forward. Should Respondent:

- (1) during the probationary period, be found to have violated any provision of NRS Chapter 636, NAC Chapter 636, or any Board Policy for any act or conduct that occurred after March 26, 2019 through the end of the probationary period,
- (2) be the subject of a complaint that the Board determined (the determination of which was made during the probationary period) that just and sufficient cause existed to hear the complaint, alleging activities (which occurred on or after March 26, 2019) similar to any alleged violation contained in Paragraph 11 or

- (3) fail to pay the administrative fine or otherwise perform under the terms of this Stipulation within the deadlines provided, including her satisfaction of her agreement with VSP,

Then the Board may (a) rescind this Stipulation and hold a public hearing on proper notice, allowing Respondent to present any related defenses, (b) revise the agreed-upon penalties outlined herein and take additional action, and (c) impose additional penalties against Respondent's license, including possible revocation, as the Board deems appropriate.

Caren C. Jenkins, Esq.
Executive Director

Nevada State Board of Optometry
P.O. Box 1824

Carson City NV 89702
775-883-8367 - office
775-305-0105 – fax
www.nvoptometry.org

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From: Caren Jenkins
Sent: Thursday, September 5, 2019 12:46 PM
To: Tim Elson <timothy.elson@gmail.com>; amelyoussef@me.com
Subject: Amel Youssef - Consolidated Case Nos. 19-05 and 19-11

Dr. Youssef and Mr. Elson:

Please consider the screen shot below. It was provided to our office today by a representative of Anthem, an insurance credentialing person for CO, AZ and NV who asked for Board documents related to this action. Although during our negotiations you insisted that the settlement agreement and other arrangements between Dr. Youssef and VSP were confidential - at VSP's insistence, this info was made available at a minimum to Anthem - an outside insurance agency. Obviously, someone breached the confidentiality, making the Youssef/VSP arrangements and confidential settlement agreements **lose their protected status.**

1. Please provide the Board with all documents in Dr. Youssef's possession or control related to the VSP audit in 2018, any related action and resolution of the audit findings within 14 days. Responsive documents may be provided electronically to the sender's email address, or in hard copy to the address below.
2. Please also confirm that, as of 10/8/2018, VSP terminated Dr. Youssef's participation as a provider indefinitely. In light of that confirmation, please explain and provide any correspondence to the Board that she would be considered again for inclusion as a VSP provider after the sum is paid. (See paragraph 10 of the Stipulation entered between Dr. Youssef and the Board, stating: "Respondent agreed to satisfy any monetary obligations to VSP by March 2019, and Respondent will be permitted to reapply for inclusion in the VSP Doctor Network.")
3. Did VSP and Dr. Y agree to her paying \$50,646 in restitution in lieu of VSP prosecuting her criminally? Has the agreed-upon payment been paid yet? Has any portion of it been paid? Please provide evidence of the same and documents showing the current outstanding balance. Please also provide an estimation of the timing of future payments and when the sum owing will be extinguished. (See paragraph 15.c., stating "Respondent shall abide by the terms of the CSA she entered with VSP, timely satisfying any monetary obligations to VSP. Respondent shall provide proof to the Board of her complete satisfaction of the terms of the CSA with VSP, verified by a representative of VSP, within 30 days of the same.")

I am aware that our stipulated settlement entered in April 2019 provides, in paragraph 15.d.3., that should Dr. Youssef “fail to pay the administrative fine or otherwise perform under the terms of this Stipulation within the deadlines provided, including her satisfaction of her agreement with VSP,” the Board has the option of rescinding the settlement and prosecuting the matter, providing that due process is made available to Dr. Youssef. At this time, the Board has not considered whether to exercise its option, pending receipt of satisfactory information and documents in response to the requests communicated in this email.

Due to the Board’s current schedule, I will not consider and approve any requests for extension of time to respond to these requests. If you require additional time, you may bring a motion to the Board, to be heard at the telephonic Board Meeting scheduled for October 1, 2019. In the event you submit a motion, it must be received by this office on or before September 12, 2019 to allow me 4 working days to file a response (by September 18), and 3 days thereafter for your reply, if any (due September 23), so the motion and related materials may be included in the distributed Board packets. Any such pleadings may be served by email to the board at admin@nvoptometry.org.

Please feel free to contact me with any questions.

Caren C. Jenkins, Esq.
Executive Director

Nevada State Board of Optometry
P.O. Box 1824
Carson City NV 89702
775-883-8367 - office
775-305-0105 – fax
www.nvoptometry.org

Nature of Relationship(s):

Type of Adverse Action: HEALTH PLAN
Basis for Action: IMPROPER OR ABUSIVE BILLING PRACTICES
Other, as Specified:

Name of Agency or Program that Took the Adverse Action Specified in This Report: VSE

Adverse Action Classification Code(s): CONTRACT TERMINATION (1920)
Other, as Specified: ADMINISTRATIVE FINE/MONETARY PENALTY (1932)

Date Action Was Taken: 10/08/2018

Date Action Became Effective: 10/08/2018

Length of Action: INDEFINITE

Total Amount of Monetary Penalty, Assessment and/or Restitution: \$ 50,646.00

Subject Automatically Reinstated After Adverse Action Period Is Completed?:

Subject's Act(s) or Omission(s) or Other Reason and Description of Action(s) Taken

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90-7162/8222 1535

SAND LLC
2010 FESTIVAL PLAZA DR., UNIT 195
LAS VEGAS, NV 89135-1446

PAY TO THE ORDER OF Nevada State Board of Opt \$ 1500-

DATE 4-10-19

one thousand five hundred dollars ^{4/10/19}
DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO Admin fees (Anel Gausse)

⑆32227627⑆ ⑆39357890⑆1535

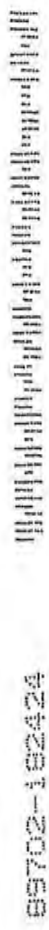
MP

Anel Gausse, MD
2010 Festival Plaza Drive
#195
Las Vegas, NV 89135

LAS VEGAS
NV 89000
12 APR '19
PM 3 L



Nevada State Board of Optometry
ATTN: Caren Jenkins, MD
P.O. Box 1824
Carson City, NV 89702



Caren Jenkins

From: Tim Elson <tim@elsonlawoffices.com>
Sent: Thursday, April 29, 2021 9:18 AM
To: Caren Jenkins
Subject: Youssef

*** Please Note Our New Email Address ***

Good morning Caren,

Always a pleasure talking to you. Since our last call, Dr. Youssef provided proof of her payments to us so that we could verify that all payments were made, which we did. We also reached out to VSP, requesting written confirmation from VSP to provide to you. We have not heard back. If we don't hear back from our original contact at VSP soon, we will pursue other contacts within VSP, but I want to give her a chance to respond before escalating. In any event, we will get you the requested information as soon as possible.

Best,

Tim Elson



THE LAW OFFICES OF
TIMOTHY ELSON

(702) 874-8600
tim@elsonlawoffices.com
elsonlawoffices.com

8965 S. Eastern Ave., #382
Las Vegas, NV 89123

CAUTION: PRIVILEGED AND/OR CONFIDENTIAL COMMUNICATION

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Caren Jenkins

From: Tim Elson <tim@elsonlawoffices.com>
Sent: Friday, June 4, 2021 3:46 PM
To: Caren Jenkins
Subject: Re: Youssef
Attachments: Vision Claim Recovery letter of services.pdf; Vision Claim Recovery Agreement_1_.pdf; VC CPA Letterhead - Statement of Scope of Work by outside CPAs.pdf

Ms. Jenkins,

Please see the attached, which demonstrates compliance by Dr. Youssef. If there is anything else that you believe you require, please do not hesitate to ask. Also, could you please forward the call in information for the call next week? Thank you, and we hope you have a great weekend.

Best,

Tim Elson

CAUTION: PRIVILEGED AND/OR CONFIDENTIAL COMMUNICATION

THE INFORMATION CONTAINED IN THIS INTERNET E-MAIL MESSAGE AND THE ATTACHMENTS, IF ANY, ARE PRIVILEGED, CONFIDENTIAL AND INTENDED SOLELY FOR THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR REPRODUCTION OF THIS COMMUNICATION, OR ANY PART HEREOF, IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY THE LAW OFFICES OF TIMOTHY ELSON BY TELEPHONE (702) 874-8600 AND DELETE THE ORIGINAL MESSAGE.

On Wed, May 12, 2021 at 8:36 AM Tim Elson <tim@elsonlawoffices.com> wrote:

Ms. Jenkins,

It was nice talking to you the other day as always. Please see the attached letter from VSP, which should address any concerns you had. Ultimately, we simply want to put this behind us and move forward. Let's discuss what else you need, if anything, to allow this to happen.

Best,

Tim Elson



Nicole D. Wasylikiw
Corporate Counsel

May 11, 2021

Timothy Paul Elson
8965 S. Eastern Ave.
Suite 382
Las Vegas, NV 89123

Via Electronic Mail to:
timothy.elson@gmail.com

Re: Dr. Amel Youssef, O.D. – Settlement Agreement – Full Satisfaction

Mr. Elson:

As you are aware, Dr. Youssef entered into a confidential agreement with Vision Service Plan to resolve the disputes between the parties involving the Network Doctor Agreement. Dr. Youssef satisfied the terms of the agreement in full, including any monetary amounts contained therein.

Should you have any questions or concerns, please let me know. I can be reached at nicole.wasylikiw@vsp.com.

Thank you,

A handwritten signature in black ink that reads 'Nicole Wasylikiw'. The signature is written in a cursive, flowing style.

NICOLE D. WASYLKIW
Corporate Counsel | Vision Service Plan



Vision Claims Recovery
661 Pine Ridge Dr.
Las Vegas, NV 89110

May 27th, 2021

Dear Mr. Tim Elson,

I am writing to inform you that we been contracted to provide billing services for Amel Youssef, O.D since March 18th, 2019.

We provide the following services:

- Submitting claims to ensure insurance reimbursements
- Posting insurance payments accurately and quickly
- Managing Account Receivables, working every unpaid claim
- Serving as a professional resources for billing and insurance questions
- Helping set up procedures for effective billing processes
- Compiling monthly AR reports for the practice to track trends and monitor receivables

If you have any questions, please feel free to contact me.

Sincerely,

Marlen Meza *Marlen Meza*
Billing Specialist and Admin

Admin@VcrBilling.com

(888) 411-1219

Healthcare Billing Agreement

This agreement is made by and between Vision Claims Recovery (hereinafter called "Billing Service") located in Las Vegas, NV and Sand LLC DBA Vision By Amel, Dr, Amel Youssef (hereinafter called "Provider") located in Las Vegas, NV on this 18th day of March 2019.

Whereas, Billing Service provides services to health-care providers designed to effectuate the filing of medical insurance claims with governmental authorities and private commercial carriers through electronic and manual means (Claims Processing) and also offers direct billing services to the patient (Billing Services); and

Whereas, Provider desires to engage Billing Service to provide Claims Processing and/or Billing Services as set forth herein.

Therefore, Billing Service and Provider agree as follows:

1. Billing Service Responsibilities

- a. Claims Processing. Billing Service will pick up claims information from Provider every Monday on operating times unless other arrangements have been made and both parties have agreed. Billing Service will file, process, and collect Provider's claims and provide a computer-generated report verifying their receipt by the insurance companies on a weekly basis. The claims will be processed within (3) business days, excluding those that contain errors made by the Provider's office, unless alternate arrangements have been made and both parties have agreed.
- b. Billing Services. Billing Service will bill patients for services rendered by Provider on a schedule of last day of the month.



Healthcare Billing Agreement

2. Provider Responsibilities

- a. Claims Processing. Provider agrees to provide certain information regarding patients and their insurance coverage that is necessary to enable Billing Service to file and process medical insurance claims. Billing Service shall not be responsible for any delay in or ability to collect claims due to insufficient information provided by Provider.
- b. Billing Services. Provider agrees to submit in a timely manner all necessary billing information to enable Billing Service to bill patients in the time frame required by the Provider.

3. Provider's Payment of Services

- a. Claims Processing. Provider agrees to pay Billing Service the sum of [REDACTED]
[REDACTED]
[REDACTED]
- b. Billing Services. Provider agrees to pay Billing Service the sum of [REDACTED]
[REDACTED]
[REDACTED]
- c. Billing Service reserves the right to change the rate of compensation upon submission of thirty (30) days' written notice to Provider.
- d. In the event that a claim or billing must be resubmitted due to an error by Billing Service, the same shall be resubmitted at no additional cost to Provider.
- e. In the event that a claim or billing must be resubmitted without fault on the part of Billing Service, the same shall be resubmitted by Billing Service and Provider agrees to pay Billing Service the charge set forth herein as if such resubmission were an original submission.

Healthcare Billing Agreement

- f. Billing Service will provide a month-end invoice with all charges due, with attached monthly reports. Remittance of these charges will be due in full within 10 days. Late payments are subject to a 2 percent late fee, and accounts over 45 days are subject to suspension of services unless prior arrangements have been agreed upon in writing.

4. Designation of Billing Service as Provider's Authorized Agent

Provider hereby appoints and designates Billing Service as its agent for the limited purpose of billing and corresponding with insurers regarding processing and collection of insurance claims, and any insurer or payer of claims is authorized in its dealings with Billing Service as the Agent of Provider for this limited purpose.

5. Relationship of the Parties

Billing Service and its employees and contractors shall at all times be independent contractors and not employees of Provider. Billing Service shall not have any authority to compromise claims or to otherwise bind Provider except as expressly set forth above, and Provider shall have no authority to bind Billing Service.

6. Term of Agreement

- a. This Agreement shall be in effect for one (2) year from the date of execution.
- b. Either party may terminate this Agreement at any time, with or without cause, by giving thirty (30) days' written notice of termination to the other party. Upon termination of service, Provider agrees to immediately remit to Billing Service all charges and fees owed to date.



Healthcare Billing Agreement

7. Confidentiality

- a. Billing Service agrees and covenants to keep all information concerning physician and its patients, including personal and financial information, strictly confidential, and Billing Service agrees that it will not disclose any such information to any person or third party except as may be reasonably necessary to file and process claims and/or patient billing.
- b. Provider agrees and covenants to keep all information concerning Billing Service and its fees strictly confidential; and Provider agrees that it will not disclose any such Information to any person or third party except as may be reasonably necessary or with prior consent of Billing Service.
- c. The foregoing provisions regarding confidentiality shall survive the termination of the Agreement. Furthermore, the foregoing provisions constitute independent covenants and shall not be discharged by any breach or default of the party seeking their enforcement.

8. Warranty

Billing Service's warranty under this Agreement shall be limited to the rerunning, at its expense, of any inaccurate reports or forms, provided that Provider furnishes verification of the inaccuracy of any such report or form and provided further that such inaccuracies were caused solely as a result of Billing Service's performance and provided further that Billing Service shall receive written notice of such inaccuracies within ten (10) days of delivery of the inaccurate materials.

Provider agrees that the foregoing constitutes its exclusive available remedy.

9. Limitation of Liability

- a. Provider agrees that the foregoing warranty is in lieu of all other warranties, expressed or implied. Provider further agrees to maintain copies of all patient information supplied to

Healthcare Billing Agreement

Billing Service so that at no time will Billing Service possess data that is not simultaneously maintained in Provider's own office.

- b. Billing Service has no liability to Provider if data or records are destroyed by fire, theft, acts of God, or any other cause. In the event of system malfunction, for whatever reason, or inability to access the computer, Billing Service shall not be liable for damage to or loss of any Provider data that has been entered into the computer system. However, Billing Service will use its best efforts to minimize the possibility of such damage to or loss of Provider data by use of regular backup procedures.
- c. Provider agrees to hold Billing Service harmless from liability resulting from violations of state or federal laws or regulations relating to the extension of credit or handling of accounts receivable by Provider. Provider agrees to aid in the defense of Billing Service in any such state or federal proceeding.

The parties hereto have executed this Agreement as of the day and year set forth above.

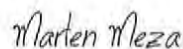
Provider

By: Amel Youssef, O.D



Billing Service

By: Marlen Meza



Vision Claim Recovery
661 Pine Ridge Dr, Las Vegas, NV 89110
admin@VCRBilling.com
(888) 411-1219

Thursday, 06/03/2021

RE: Amel Youssef and associated business enterprises
Scope of Work and Services Provided

To Whom It May Concern:

We have been asked to provide a summary/overview of the various services we provide to Ms. Amel Youssef and her business activities.

Ms. Youssef engaged us to complete all bookwork for the 2019 year through the present. This includes creating the corporate books and records using the source documentation (business and/or credit card monthly statements). We also handle all tax matters, including compliance and, should it arise, IRS correspondence and/or audits.

We are an independent firm and provide these same services to numerous other clients.

Should you have any further questions on what our firm provides, please contact us accordingly.

Regards,



Scott Vranes, CPA
Vranes Coffman, CPAs