Materials for Item No. 5

STATE OF NEVADA

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAERER
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 conversative 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. **<u>Action Item</u>**. **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. **<u>Action Item.</u>** 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. **<u>Action Item</u>**. 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.

* * * * *

FY 2025-2026 Regular meeting schedule

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

* * * * *

FY 2026-2027 Regular meeting schedule

Thursday 8/6/2026 12:00p.m. (pst) Reg. Bd. Meeting- phone or Zoom
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 August 6, 2026.

____
Adam Schneider, Executive Director

Materials for Item No. 7

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAERER
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 forem 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 than 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 chargers 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.**

[redacted]

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.

[redacted]

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 [redacted]. 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. [redacted] 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.

[redacted]

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 dilatated 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. 8

From: Director
To: Roslyn Handfingerkushner
Subject: Order to Appear and Show Cause for Nevada licensure
Date: Monday, July 13, 2026 2:38:06 PM
Attachments: Roslyn Kushner OD lic verif - NV.pdf
20260713130941635.pdf
20260713130953027.pdf
Importance: High

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

4147

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

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

JAN 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.

[signature] OD

(Signature)

DATED: 1/14/91

Roslyn Kushner, O.D.

4147

APR 6 1992

CERTIFICATION

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.

Ros K
(Signature)

Roslyn Kushner OD
220 Haddonfield Rd
Cherry Hill NJ 08002
NJ License # 4147

DATED: 4/1/92

State of New Jersey

ROBERT J. DEL TUFO
ATTORNEY GENERAL

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

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

Emma N. Byrne
DIRECTOR

MAILING ADDRESS:
P O BOX 45012
NEWARK NJ 07101

March 18, 1992

Roslyn Kushner, O.D.
For Eyes
[redacted]

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, asses 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,

Susan H. Gartland

Susan H. Gartland
Executive Director

SHG/sj

Materials for Item No. 9

CHAPTER 636

OPTOMETRY

GENERAL PROVISIONS

NEVADA STATE BOARD OF OPTOMETRY

LICENSING, CERTIFICATION AND PERMITS GENERALLY

ADVERTISING

PROFESSIONAL CONDUCT

CERTIFICATE TO OWN OR OPERATE MOBILE OPTOMETRY CLINIC

TREATMENT OF GLAUCOMA

DISCIPLINARY AND OTHER ACTIONS

PRACTICE BEFORE THE NEVADA STATE BOARD OF OPTOMETRY

PRESCRIPTIONS

MISCELLANEOUS PROVISIONS

GENERAL PROVISIONS

REVISER'S NOTE.

Pursuant to the provisions of NRS 0.024, former NAC 636.030 contained a definition that was deemed duplicative of the definition set forth in NRS 636.017 and was removed from chapter 636 of NAC in accordance with ch. 56, Stats. 2009, which contains the following provision not included in NRS:

"Sec. 2. The Legislative Counsel shall, in preparing supplements to the Nevada Administrative Code, appropriately change, move or remove any words and terms in the Nevada Administrative Code in a manner that the Legislative Counsel determines necessary to ensure consistency with the provisions of section 1 of this act [NRS 0.024]."

NAC 636.010 Definitions. (NRS 636.125) As used in this chapter, unless the context otherwise requires, the words and terms defined in NAC 636.050 and 636.055 have the meanings ascribed to them in those sections.

[Bd. of Optometry, part Definitions, eff. 5-26-78]—(NAC A 8-4-94; R126-99, 12-13-99)

NAC 636.050 "Office" defined. (NRS 636.125) "Office" means any office, motor vehicle or trailer operated as a mobile optometry clinic or other place for the practice of optometry. The term includes the contiguous area which the licensee owns or leases in conjunction with the practice of optometry.

[Bd. of Optometry, Definition No. 4, eff. 5-26-78]—(NAC A by R066-19, 10-24-2022)

NAC 636.055 "Ophthalmic products" defined. (NRS 636.125) "Ophthalmic products" means any materials used for the correction or relief of or remedy for any abnormal condition or inefficiency of the eye or visual process. The term includes, but is not limited to, spectacle frames, spectacle lenses, contact lenses, devices and pharmaceutical agents.

(Added to NAC by Bd. of Optometry, eff. 8-4-94; A by R066-19, 10-24-2022)

NAC 636.059 Practice of optometry by graduate students and residents. (NRS 636.0285, 636.125)

1. A student who is enrolled in a graduate course of study in optometry at an accredited school or college may perform a procedure pursuant to subsection 1 of NRS 636.0285 only if that procedure is within the scope of practice of the optometrist or ophthalmologist who is physically present at the clinic when the student is performing the procedure.

2. A person who has received a degree of doctor of optometry and who is engaged in a residency program for optometry in this State may:

(a) Engage in the practice of optometry pursuant to subsection 2 of NRS 636.0285 only within the scope of practice of the optometrist or ophthalmologist who is physically present at the clinic when the person is in the practice of optometry.

(b) Provide care to a patient pursuant to subsection 3 of NRS 636.0285 for not more than 10 hours after consulting with the appropriate optometrist or ophthalmologist associated with the clinic.

3. Nothing in this section authorizes a student who is enrolled in a graduate course of study in optometry at an accredited school or college or a person who has received a degree of doctor of optometry and who is engaged in a residency program for optometry to perform any act that is outside of the practice of optometry, as set forth in NRS 636.025.

(Added to NAC by Bd. of Optometry by R101-24, eff. 9-16-2024)

NEVADA STATE BOARD OF OPTOMETRY

NAC 636.061 Maintenance of separate account. (NRS 636.110, 636.125) The Board will maintain in an account separate from its general operating account an amount of money that is sufficient to pay the operating expenses of the Board for at least 13 months.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022)

NAC 636.063 Approval of accreditation of schools. (NRS 636.125, 636.135) For the purposes of NRS 636.135, the Board approves the accreditation of schools by the Accreditation Council on Optometric Education, or its successor organization.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022)

NAC 636.065 Confidentiality of personal contact information of licensees; exception. (NRS 636.120, 636.125) The Board will keep the personal mailing address, telephone number and electronic mail address of each licensee confidential, except where the personal mailing address, telephone number or electronic mail address is also the public mailing address, telephone number or electronic mail address, as applicable, of the licensee.

(Added to NAC by Bd. of Optometry by R101-24, eff. 9-16-2024)

LICENSING, CERTIFICATION AND PERMITS GENERALLY

NAC 636.072 License is revocable privilege. (NRS 636.125) Any license issued pursuant to this chapter is a revocable privilege.

(Added to NAC by Bd. of Optometry by R101-24, eff. 9-16-2024)

NAC 636.075 License to practice optometry: Required examinations; duties of applicant upon approval; issuance. (NRS 636.125, 636.150, 636.180)

1. The examinations required pursuant to NRS 636.150 consist of:

(a) The Part I, Part II and Part III examination and the Treatment and Management of Ocular Disease Examination prepared by the National Board of Examiners in Optometry or its successor organization; and

(b) The examination prepared by the Board which relates to the laws and regulations governing the practice of optometry in this State.

2. The Board or its designee will review the results of the examination of an applicant. If the Board determines that the results comply with the requirements of chapter 636 of NRS, the Board may approve the application for licensure of the applicant. The Board will notify the applicant whether the application is approved. Upon receiving notice of approval, the applicant must pay the fees prescribed by NAC 636.091 and provide to the Board a list of the addresses at which he or she will practice. Not later than 60 days after receiving the fees and list, the Board will issue a license to the applicant.

(Added to NAC by Bd. of Optometry, 8-4-94, eff. 1-1-95; A by R126-99, 12-13-99; R066-19, 10-24-2022)

NAC 636.077 Expedited licensure by endorsement: "Malpractice" interpreted. (NRS 636.125, 636.206, 636.207) For the purposes of NRS 636.206 and 636.207, the Board will interpret "malpractice" to include, without limitation, professional negligence.

(Added to NAC by Bd. of Optometry by R101-24, eff. 9-16-2024)

NAC 636.079 Renewal of license or certificate: Application; effective date of renewal. (NRS 636.125, 636.250, 636.260)

1. An application for the renewal of a license or certificate must be in the form prescribed by the Board. The application must be accompanied by the fees required by NAC 636.091.

2. The renewal of a license or certificate pursuant to NRS 636.250 or 636.2899 is effective on the date on which a complete application containing all required materials and fees is postmarked or received electronically by the Executive Director.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022)

NAC 636.082 Renewal of license: Continuing education. (NRS 636.125, 636.260, 636.2881)

1. Except as otherwise provided in subsection 2, a licensee must complete at least 40 hours of continuing education during the 2 years immediately preceding the date on which a license is required to be renewed. Not more than 5 hours of the required continuing education may be in the subject of practice management.

2. A licensee who is certified to administer and prescribe pharmaceutical agents must complete at least 50 hours of continuing education during the 2 years immediately preceding the date on which a license must be renewed. At least 30 hours of the required continuing education must be related to pharmaceutical agents or disease. Not more than 10 hours of the required continuing education may be in the subject of practice management.

3. A licensee who is subject to the requirements of NRS 636.2881 may count the continuing education required by that section as part of the 30 hours of continuing education relating to pharmaceutical agents or disease required by subsection 2.

4. Continuing education may be completed in person, asynchronously over the Internet or by correspondence or asynchronous videoconference. For continuing education that is not completed in person, the licensee must submit proof that he or she received a score of at least 70 percent on the examination for the course. As used in this subsection, "in person" includes a course of continuing education completed synchronously over the Internet or by videoconference.

5. Continuing education will be awarded in 15 minute increments. Instruction time must be rounded to the nearest 15 minutes, except that 50 minutes or more of instruction may be rounded up to the nearest hour. A licensee may not receive credit for more than 10 hours of continuing education during any 24-hour period.

6. The Board will approve continuing education in appropriate subjects that is provided or approved by:

(a) A school of optometry approved by the Accreditation Council on Optometric Education, or its successor organization;

(b) A regional, state or national optometric association;

(c) The Council on Optometric Practitioner Education, or its successor organization;

(d) For continuing education completed to satisfy the requirements of NRS 636.2881 or subsection 6 of NRS 636.338, the American Medical Association, or its successor organization, as Category 1 ophthalmology-specific continuing medical education; or

(e) Any ophthalmology residency program that is affiliated with an accredited medical school.

7. The Board will approve continuing education not described in subsection 6 if:

(a) The provider of the continuing education submits to the Board a course syllabus or program and the name of the licensee who will complete the course before the date on which the continuing education is provided or the licensee includes the continuing education on the form for proof of completion of continuing education submitted pursuant to NRS 636.260; and

(b) The Board determines that the training is appropriately rigorous, is provided by a qualified provider and concerns an appropriate subject.

8. The Board will notify a licensee if continuing education submitted for approval pursuant to subsection 7 is not approved.

9. A licensee shall not submit the form for proof of completion of continuing education pursuant to NRS 636.260 until all continuing education required by subsection 1 or 2, as applicable, has been completed.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022; A by R101-24, 9-16-2024; R007-25, 10-29-2025)

NAC 636.085 Application for permit to provide services for health maintenance organization. (NRS 636.125, 636.347) An applicant for a permit to be employed by or contract with a health maintenance organization to provide services therefor must submit to the Board:

1. Evidence that the applicant is a licensed optometrist in this State;
2. A copy of the agreement for employment or contract and all renewals or extensions thereof;
3. A copy of the certificate of authority of the health maintenance organization issued pursuant to chapter 695C of NRS; and
4. Evidence that nothing contained in the applicant's agreement for employment or contract requires him or her to violate any of the provisions of chapter 636 of NRS or this chapter.

(Added to NAC by Bd. of Optometry, eff. 3-6-86)

NAC 636.091 Fees. (NRS 636.125, 636.143, 636.150, 636.206, 636.207, 636.260, 636.287, 636.2893, 636.2899, 636.350) The Board will charge and collect:

1. For an initial application for a license by an applicant who is not a veteran:

(a) A nonrefundable fee in the amount of $75; and

(b) A fee in the amount of $93.75 for each calendar quarter or portion thereof remaining in the biennial licensing period until the renewal date prescribed by NRS 636.265. The Board will refund the fee paid by an applicant pursuant to this paragraph if the Board does not issue a license to the applicant. Such a refund must not include a convenience fee charged pursuant to NRS 622.233.

2. For an initial application for a license by an applicant who is a veteran:

(a) A nonrefundable fee in the amount of $75; and

(b) A fee in the amount of $62.50 for each calendar quarter or portion thereof remaining in the biennial licensing period until the renewal date prescribed by NRS 636.265. The Board will refund the fee paid by an applicant pursuant to this paragraph if the Board does not issue a license to the applicant. Such a refund must not include a convenience fee charged pursuant to NRS 622.233.

3. For an initial application for a license by endorsement by an applicant, including, without limitation, an applicant who is a veteran:

(a) A nonrefundable fee in the amount of $75; and

(b) A fee in the amount of $465. The Board will refund the fee paid by an applicant pursuant to this paragraph if the Board does not issue a license to the applicant. Such a refund must not include a convenience fee charged pursuant to NRS 622.233.

4. For a certificate to own or operate a mobile optometry clinic:

(a) A nonrefundable fee in the amount of $75; and

(b) A fee in the amount of $93.75 for each calendar quarter or portion thereof remaining in the biennial licensing period until the renewal date prescribed by NRS 636.2899. The Board will refund the fee paid by an applicant pursuant to this paragraph if the Board does not issue a certificate to own or operate a mobile optometry clinic to the applicant. Such a refund must not include a convenience fee charged pursuant to NRS 622.233.

5. The following nonrefundable fees:

(a) Initial application for a certificate to administer and prescribe pharmaceutical agents $75

(b) Initial application for or biennial renewal of a certificate as a substitute optometrist $200

(c) Initial application for a certificate to treat a person diagnosed with glaucoma, including, without limitation, a certificate by endorsement $175

(d) Biennial renewal of active license with one practice location $900

(e) Biennial renewal of inactive license $550

(f) Biennial renewal of a certificate to own or operate a mobile optometry clinic $600

(g) Late fee for restoration of license suspended pursuant to NRS 636.275 ....$500

(h) Activation of inactive license $350

(i) Addition of a practice location associated with a license $200

(j) Biennial renewal fee, in addition to the fee prescribed in paragraph (d), for each practice location in addition to the licensee's primary practice location $200

(k) Registration of assumed or fictitious name ....$50 per practice location
(l) Change of practice location or change of address $25
(m) Letter of good standing $25
(n) Replacement license or certificate $75
(o) Replacement renewal card issued pursuant to NRS 636.265 ....$25
(p) Legal name change if requested at a time other than at license renewal........................$100

6. As used in this section, "convenience fee" has the meaning ascribed to it in NRS 622.233.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022; A by R101-24, 9-16-2024; R049-25, 10-30-2025)

ADVERTISING

NAC 636.115 Manner in which optometrist who is certified to administer and prescribe pharmaceutical agents may represent himself or herself to public. (NRS 636.125, 636.287, 636.302, 636.380) An optometrist who is certified to administer and prescribe pharmaceutical agents pursuant to NRS 636.288:

1. May represent himself or herself to the public as:

(a) Certified in the treatment of ocular disease;
(b) Board certified in the treatment of ocular disease;
(c) Board certified in the treatment and management of ocular disease; or
(d) Certified in the treatment and management of ocular disease.

2. May not, when referring to his or her certification, represent himself or herself to the public in any manner other than the exact designations set forth in subsection 1.

(Added to NAC by Bd. of Optometry by R059-97, eff. 1-22-98; A by R066-19, 10-24-2022)

NAC 636.120 Representation of professional designation; abbreviations. (NRS 636.125, 636.302, 636.380)

1. An optometrist may represent his or her professional designation as:

(a) Optometrist;
(b) O.D.;
(c) OD;
(d) Doctor of Optometry;
(e) Dr. of Optometry; or
(f) Another designation approved by the Board that the Board determines is not misleading.

2. No abbreviation may be used for any of the information required by NAC 636.140 to 636.200, inclusive, except abbreviations approved in writing by the Board.

[Bd. of Optometry, § I subsec. I, eff. 5-26-78]—(NAC A 12-1-86; 8-4-94; R066-19, 10-24-2022; R101-24, 9-16-2024)

NAC 636.140 Printed and electronic advertisements. (NRS 636.125, 636.302, 636.380)

1. Any printed or electronic advertisement for an optometrist licensed to practice in this State or an ophthalmic product offered by an optometrist must contain:

(a) The last name of the optometrist, as it appears on his or her license, and his or her professional designation; or

(b) The assumed or fictitious name registered with the Board by the optometrist pursuant to NRS 636.350.

2. Any disclaimer in a printed or electronic advertisement for an optometrist or an ophthalmic product offered by an optometrist must be printed in such a manner as to allow a reasonable person to read and understand it.

3. A printed or electronic advertisement for the services of an optometrist or an ophthalmic product offered by an optometrist must be presented in a manner that is clearly separate from any advertisement paid for or produced by a person who is not licensed to practice optometry.

[Bd. of Optometry, § I subsec. B, eff. 5-26-78]—(NAC A 12-1-86; 1-24-96; R066-19, 10-24-2022)

NAC 636.142 Broadcast advertisements. (NRS 636.125, 636.302, 636.380)

1. Any broadcast advertisement placed by an optometrist licensed to practice in this State must include a statement of:

(a) The last name of the optometrist as it appears on his or her license and his or her professional designation; or

(b) The assumed or fictitious name registered with the Board by the optometrist pursuant to NRS 636.350.

2. Any disclaimer in a broadcast advertisement placed by an optometrist must be displayed or communicated in such a manner that a reasonable person would have the opportunity to read or hear and understand it.

3. A broadcast advertisement placed by an optometrist must be clearly separate from any advertisement paid for or produced by an unlicensed entity.

(Added to NAC by Bd. of Optometry, eff. 1-24-96; A by R066-19, 10-24-2022; R101-24, 9-16-2024)

NAC 636.145 Symbols and logos for advertising. (NRS 636.125, 636.302, 636.380) A licensee may use a symbol or logo for advertising only if it is:

1. Displayed with:

(a) The last name of the licensee as it appears on his or her license and the professional identification of the licensee; or

(b) The assumed or fictitious name registered with the Board by the licensee pursuant to NRS 636.350; and

2. Printed no more prominently than the last name and professional designation or the assumed or fictitious name, as applicable, of the licensee.

(Added to NAC by Bd. of Optometry, eff. 8-4-94; A by R066-19, 10-24-2022)

NAC 636.150 Ophthalmic products. (NRS 636.125, 636.302, 636.380)

1. Advertising of an ophthalmic product or device must include, without limitation, a statement whether the price or discounted price includes an examination of the eyes.

2. If advertising of an ophthalmic product or device is printed or electronic, the statement described in subsection 1 must be printed as prominently as the words promoting the product.

[Bd. of Optometry, § I subsec. C, eff. 5-26-78]—(NAC A 12-1-86; 8-4-94; R066-19, 10-24-2022; R101-24, 9-16-2024)

NAC 636.160 Spectacle lenses. (NRS 636.125, 636.302, 636.380) In addition to the statement required by NAC 636.150, the advertising of spectacle lenses must include the following information:

1. If applicable, a statement that the price for advertised lenses may vary depending upon the purchaser's specific prescription.

2. A statement that the advertised lenses are:

(a) Glass or plastic, single vision, bifocal, trifocal or progressive; or

(b) Occupational or aphakic.

[Bd. of Optometry, § I subsec. D, eff. 5-26-78]—(NAC A 12-1-86; 8-4-94; R066-19, 10-24-2022; R101-24, 9-16-2024)

NAC 636.170 Contact lenses. (NRS 636.125, 636.302, 636.380)

1. In addition to the statement required by NAC 636.150, the advertising of contact lenses must include the following information:

(a) A statement that the advertised lenses are hard or soft, daily or extended wear, or gas permeable.

(b) A statement that the advertised lenses are single vision or multifocal.

(c) A statement whether the price or discounted price advertised includes all the required accessories and fees for any required fitting or evaluation.

2. Contact lenses received from a manufacturer in a package containing multiple lenses of the same prescription that are intended to be used as scheduled replacements or as disposable lenses may not be advertised for sale or sold:

(a) As permanent lenses; or

(b) For use according to a replacement schedule that differs from the replacement schedule indicated by the United States Food and Drug Administration or the manufacturer of the contact lens.

[Bd. of Optometry, § I subsec. E, eff. 5-26-78]—(NAC A 12-1-86; 8-4-94; 1-24-96; R066-19, 10-24-2022; R101-24, 9-16-2024)

NAC 636.190 Examinations and tests. (NRS 636.125, 636.302, 636.380) 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. The documentation of the primary reason for which the examination is conducted.
2. A review of the medical history and ocular history of both the patient and his or her immediate family.
3. A review of medications used by the patient.
4. A review of any allergies of the patient.
5. A review of documentation identifying the primary care provider of the patient.
6. General medical observations, including, without limitation, neurological and psychological orientation.
7. A measurement of eye pressure.
8. An assessment of gross, confrontation or formal visual fields.
9. A basic sensorimotor examination.
10. A complete pupillary assessment, including, without limitation, an examination of the presence of an afferent pupillary defect.
11. Eye alignment.
12. An assessment of visual acuities.
13. Keratometry or autokeratometry.
14. Anterior examination using a slit beam and magnification, as through a biomicroscope slit-lamp to include, without limitation, ocular adnexa, eyelid, eyelashes, conjunctiva, pupil, cornea, anterior chamber and lens.
15. A manifest or subjective refraction.
16. A dilated fundus examination.

[Bd. of Optometry, § I subsec. H, eff. 5-26-78]—(NAC A 12-1-86; 1-24-96; R066-19, 10-24-2022; R101-24, 9-16-2024)

NAC 636.200 Disclosure of dispensing fees. (NRS 636.125, 636.302, 636.380) 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.

[Bd. of Optometry, § I subsec. G, eff. 5-26-78]

PROFESSIONAL CONDUCT

NAC 636.210 Restrictions on use of name and place of practice; representation as specialist without certification; required display of license and availability of renewal card; practice as substitute optometrist; employer responsible for unprofessional conduct of employee. (NRS 636.125, 636.346, 636.350, 636.360)

1. An optometrist shall not:

(a) 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.

(c) Practice optometry at an office that is not registered with the Board or a mobile optometry clinic that is not certified by the Board.

2. An optometrist shall:

(a) Display his or her license or a duplicate of his or her license to practice optometry at each office in which he or she practices optometry or has an ownership interest; and

(b) Make his or her current renewal card or a copy of his or her current renewal card available to a patient or an employee of the Board upon request.

3. Except as otherwise provided in this subsection, an optometrist may practice optometry as a substitute optometrist at an office that is not registered with the Board as a practice location of the optometrist but is registered with the Board by another licensed optometrist for:

(a) Not more than 28 working days during the period in between renewals of the license, as set forth in NRS 636.250, if the optometrist notifies the Board in writing of the day and place of such practice at least 24 hours before the optometrist practices optometry at any such place. If the optometrist is not able to notify the Board within the prescribed period because of an emergency, he or she shall notify the Board as soon as possible.

(b) More than 28 working days during the period in between renewals of the license, as set forth in NRS 636.250, if he or she obtains from the Board a certificate as a substitute optometrist. An optometrist who wishes to obtain such a certificate must apply to the Board in the form prescribed by the Board. Such a certificate must be renewed before the date by which the license of the optometrist must be renewed pursuant to NRS 636.250. A substitute optometrist shall not practice optometry for more than 28 working days during the period in between renewals of the license, as set forth in NRS 636.250, at any single location that is not registered as a practice location of the optometrist unless the substitute optometrist is practicing as part of a mobile optometry clinic certified pursuant to NRS 636.2899.

4. An optometrist who employs another optometrist or a technician, assistant or any other employee on a temporary or permanent basis may be subject to disciplinary action for any violation of this chapter or chapter 636 of NRS, including, without limitation, for unprofessional conduct, by the optometrist, technician, assistant or other employee that he or she employs which takes place during the performance of services pursuant to such employment.

5. An optometrist has the ultimate responsibility for:

(a) The conduct, treatment, acts and omissions of an employee of the optometrist when the employee is acting within the scope of his or her employment; and

(b) The care of each patient of the optometrist.

6. For the purposes of this section, practicing at a location for any portion of a day constitutes practicing at that location for 1 working day.

[Bd. of Optometry, § II subsec. 2, eff. 5-26-78]—(NAC A 3-6-86; 5-27-92; 10-5-93; R066-19, 10-24-2022; R101-24, 9-16-2024)

NAC 636.215 Certificate of registration to own any portion of practice under assumed or fictitious name. (NRS 636.125, 636.350)

1. An optometrist shall not own any portion of an optometry practice under an assumed or fictitious name, including, without limitation, a name stating that he or she is "doing business as" followed by another name, unless he or she has been issued a certificate of registration by the Board to practice optometry under the assumed or fictitious name at the office where the optometrist practices pursuant to NRS 636.350.

2. Before a licensee may own any portion of an optometry practice under an assumed or fictitious name, the licensee must submit a completed application for a certificate of registration of the assumed or fictitious name on a form provided by the Board. A separate application must be submitted for each location at which the assumed or fictitious name will be used. The application must:

(a) List each person who holds any ownership interest in the optometry practice and the percentage of the optometry practice that he or she owns; and

(b) Be accompanied by documentation from each appropriate local governmental entity that issues business licenses or registers assumed or fictitious names for the county in which the optometrist proposes to own any portion of an optometry practice under the assumed or fictitious name, which verifies the local governmental entity has approved the use of the assumed or fictitious name by the licensee.

3. The Board will not approve an application for a certificate of registration to own any portion of an optometry practice under an assumed or fictitious name which:

(a) Contains any reference to price or cost;

(b) Contains any reference to "superiority," "better" or "best";

(c) Contains the word "physician"; or

(d) Is in violation of any provision of this chapter or chapter 636 of NRS.

4. If a licensee practices under a fictitious or assumed name at a medical or surgical facility, the assumed or fictitious name must include the professional designation of the licensee.

5. Not later than 90 calendar days after any percentage of the ownership of an optometry practice for which a fictitious or assumed name is registered changes, the licensee to whom the fictitious or assumed name is registered must submit a new application for the registration of the assumed or fictitious name.

6. If a licensee uses or displays an assumed or fictitious name in any manner or medium before receiving a certificate of registration to practice optometry under an assumed or fictitious name from the Board, the optometrist:

(a) Shall, upon receipt of written notice from the Board, immediately cease using the assumed or fictitious name; and

(b) Is subject to an administrative fine imposed pursuant to NRS 636.420.

(Added to NAC by Bd. of Optometry by R126-99, eff. 12-13-99; A by R066-19, 10-24-2022; R101-24, 9-16-2024)

NAC 636.220 Employment of unlicensed persons for certain services. (NRS 636.125, 636.300, 636.346) Except as authorized by NRS 636.346, a licensee shall not employ, either directly or indirectly, an unlicensed person to perform any services for which an optometrist's license is required by law.

[Bd. of Optometry, § II subsec. 1, eff. 5-26-78]—(NAC A by R066-19, 10-24-2022)

NAC 636.230 Compliance with provisions of laws, ordinances and regulations relating to optometry. (NRS 636.125, 636.295) For the purposes of NRS 636.295, the Board will consider the failure of a licensee to comply with any provision of a federal, state or local law, ordinance or regulation relating to the provision of optometric services, including, without limitation, any provision of this chapter or chapter 636 of NRS, to constitute unprofessional conduct.

(Added to NAC by Bd. of Optometry, eff. 5-27-92; A 8-4-94; R066-19, 10-24-2022)

NAC 636.240 Agreements to lease between licensees and unlicensed persons. (NRS 636.125, 636.372) Except as otherwise provided in NRS 636.347, an agreement between a licensee and a person who is not licensed pursuant to the provisions of chapter 636 of NRS for the leasing of a building or a part thereof for use in the licensee's practice must not include a provision that:

1. Authorizes the person who is not licensed to exercise control over the operation of the licensee's practice or his or her employees in violation of the provisions of chapter 636 of NRS.

2. Authorizes the person who is not licensed to share in the profits of the licensee's practice in violation of the provisions of chapter 636 of NRS.

3. Authorizes the person who is not licensed to have access to the medical records of the licensee's patients.

4. Authorizes the licensee to locate his or her office in a part of the building where the person who is not licensed conducts business without providing a clear separation between the licensee's office and the business of the person who is not licensed.

5. Prohibits the licensee from having access to his or her office, equipment or records at any time.

6. Except as otherwise provided in NRS 636.372, authorizes or requires the amount of rent to be determined on any basis other than the fair rental value of the premises to be leased and any equipment to be leased.

7. Violates any provision of NRS or NAC which relates to the practice of optometry.

(Added to NAC by Bd. of Optometry, eff. 8-4-94; A by R066-19, 10-24-2022)

NAC 636.245 Formation of association or other business relationship with unlicensed persons. (NRS 636.125, 636.373)

1. An optometrist may form an association or other business relationship with a person, other than a physician, who is not licensed to practice optometry to perform duties concerning the operation of the business. 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.

2. An optometrist who forms an association or other business relationship with a person who is not licensed to practice optometry, including, without limitation, a physician pursuant to NRS 636.373 or a person pursuant to subsection 1, shall:

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

(b) Maintain organizational and financial independence from the person who is not licensed to practice optometry and ensure that the person who is not licensed to practice optometry does not directly or indirectly control, dictate or influence the professional judgment of the practice of optometry by the optometrist, including, without limitation, the professional judgment of the optometrist concerning:

(1) Clinical decisions;

(2) Scheduling of patients;

(3) Any decision concerning scope of practice or use of facilities, equipment or drugs; or

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

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

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022; A by R008-25, 10-29-2025)

NAC 636.250 Separation between office of optometry and other businesses required; prohibited relationships with unlicensed persons. (NRS 636.125, 636.300)

1. A licensee who locates his or her office in a part of a building where a person who is not licensed pursuant to the provisions of chapter 636 of NRS conducts business shall:

(a) Construct and maintain a partition or wall in such a manner as to ensure a clear separation between his or her office and the business of the person who is not licensed; and

(b) Maintain a separate reception area, cash drawer, scheduling system, staff, computerized system and physical space from those of the business of the person who is not licensed.

2. A licensee shall not:

(a) Use legal representation paid for or arranged by a person who is not licensed pursuant to the provisions of chapter 636 of NRS in any proceeding before the Board concerning the business relationship between the licensee and other person; or

(b) Except as otherwise authorized by NRS 636.347, serve as an employee or independent contractor of any person who is not licensed to practice optometry.

(Added to NAC by Bd. of Optometry, eff. 8-4-94; A by R066-19, 10-24-2022)

NAC 636.255 Ownership of patient records. (NRS 636.125) If an optometrist provides services as an employee, the records relating to the patient who receives those services belong to the employer of the optometrist. In all other cases, those records belong to the optometrist.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022)

NAC 636.260 Restrictions on and required disclosure of fees charged in connection with implantation of premium intraocular lenses. (NRS 636.125)

1. An optometrist shall not charge a patient or receive a fixed fee pursuant to NRS 636.374 for a multifocal, toric or other premium intraocular lens in an amount that exceeds the fixed fee that the optometrist charges or receives pursuant to NRS 636.374 for a standard intraocular lens.

2. An optometrist shall provide written notice to a patient of any fees for tests or procedures performed in connection with the implantation of a multifocal, toric or other premium intraocular lens that are not included in the fixed fee described in subsection 1. The written notice must include, without limitation, disclosure of the fair market value of the fees or tests.

3. An optometrist may collect any fees described in subsection 2 by:

(a) Directly billing the patient for those fees; or

(b) Requiring the patient to pay the fees to an ophthalmologist with whom the optometrist collaborates pursuant to NRS 636.374.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022)

CERTIFICATE TO OWN OR OPERATE MOBILE OPTOMETRY CLINIC

NAC 636.270 "Medically underserved group" and "mobile optometry clinic" interpreted. (NRS 636.125, 636.2899) As used in NRS 636.2899:

1. "Medically underserved group" means a population that:

(a) Has been designated as a medically underserved population by the United States Secretary of Health and Human Services pursuant to 42 U.S.C. § 254c; or

(b) Resides in an area that has been designated as a health professional shortage area with a score of 13 or above by the United States Secretary of Health and Human Services pursuant to 42 U.S.C. § 254e.

2. "Mobile optometry clinic" means an optometrist moving optometric instruments or equipment to a location, other than a building with fixed equipment and instruments, maintained for practicing optometry under the conditions described in NRS 636.2899. The term:

(a) Includes, without limitation, a vehicle in which an optometrist provides optometric services.

(b) Does not include an optometrist practicing in different buildings which each have fixed equipment and instruments maintained for practicing optometry or providing optometric services under conditions other than those described in NRS 636.2899.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022)

NAC 636.275 Application for issuance or renewal of certificate to operate; records. (NRS 636.125, 636.2899)

1. An application for the issuance or renewal of a certificate to own or operate a mobile optometry clinic must include, without limitation, a physical address associated with the mobile optometry clinic.

2. If a licensee provides services for a mobile optometry clinic that is not operated by the licensee, the records of the patients whom the licensee treats shall be deemed to be the records of the licensee and are not the records of the mobile optometry clinic.

3. A licensee who provides services for a mobile optometry clinic shall maintain a record of the dates and locations at which the services are provided and retain the record in accordance with NRS 629.051.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022)

TREATMENT OF GLAUCOMA

NAC 636.280 Requirements for certification. (NRS 636.125, 636.2893) To receive a certificate to treat persons diagnosed with glaucoma pursuant to NRS 636.2895, an optometrist:

1. Must be licensed and in good standing to practice optometry in the State of Nevada.

2. Must possess a valid certificate to administer and prescribe pharmaceutical agents issued pursuant to NRS 636.288.

3. Must have successfully passed the Treatment and Management of Ocular Disease Examination administered by the National Board of Examiners in Optometry or its successor organization.

4. Shall submit proof on a written form provided by the Executive Director of the Board that the optometrist has treated at least 15 persons described in subsection 3 of NRS 636.2893. The form must include:

(a) The name, address and license number of the optometrist;

(b) An identifier for each patient treated, the date on which the treatment for each patient began and a description of the treatment plan which, for each patient, must be not less than 1 year in length beginning not earlier than October 1, 1999;

(c) A statement that the optometrist has, in consultation with an ophthalmologist licensed in the State of Nevada, the District of Columbia or any other state or territory of the United States, treated the patients in accordance with the provisions of this chapter and chapter 636 of NRS;

(d) A statement that the consulting ophthalmologist has diagnosed the patients with glaucoma or confirmed a diagnosis of glaucoma by the optometrist; and

(e) The signatures of the optometrist, the consulting ophthalmologist and, except as otherwise provided in this paragraph, a notary public attesting to the accuracy of the information. An optometrist may submit with the form an unsworn declaration in accordance with NRS 53.045 to declare under penalty of perjury that the information is accurate in lieu of the signature on the form of a notary public attesting to the accuracy of the information.

(Added to NAC by Bd. of Optometry by R126-99, eff. 12-13-99; A by R066-19, 10-24-2022; R056-25, 2-27-2026)

NAC 636.285 Requirements for certification by endorsement. (NRS 636.125, 636.2897) In addition to meeting the requirements prescribed by NRS 636.2897, an applicant for a certificate by endorsement to treat a person diagnosed with glaucoma must:

1. Be licensed and in good standing to practice optometry in the State of Nevada.

2. Possess a valid certificate to administer and prescribe pharmaceutical agents issued pursuant to NRS 636.288.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022)

NAC 636.290 Consultation with and referral to ophthalmologist; establishment of course of treatment and periodic examinations of patient required; prohibition on treatment of certain patients; records. (NRS 636.125, 636.2891)

1. An optometrist who treats persons for glaucoma in consultation with an ophthalmologist pursuant to NRS 636.2891, 636.2893 and 636.2895 shall:

(a) Establish a course of treatment for each patient in accordance with the provisions of this section;

(b) Conduct at least three optometric examinations of each patient over a period of not less than 1 year at times set forth in the course of treatment;

(c) Provide written records of each examination of a patient and the treatment to the consulting ophthalmologist; and

(d) Refer the patient to an ophthalmologist for further examination or treatment if the ophthalmologist determines, after reviewing the written records, that such a referral is necessary.

2. Within 30 days after a consulting ophthalmologist receives the records of an optometric examination and a course of treatment from an optometrist, the consulting ophthalmologist shall notify the optometrist in writing as to whether the consulting ophthalmologist agrees to the course of treatment outlined by the optometrist.

3. During the period before an optometrist is certified to treat persons diagnosed with glaucoma, the optometrist shall not treat any patient found to have any of the conditions or complications set forth in NRS 636.2891 which require referral of such patients to an ophthalmologist.

4. The records of each patient created as a result of treatment provided by an optometrist in accordance with the provisions of this section and NRS 636.2891:

(a) Must be retained by the optometrist for not less than 5 years as required by NRS 629.051; and

(b) Are subject to examination by the Board.

(Added to NAC by Bd. of Optometry by R126-99, eff. 12-13-99; A by R045-15, 6-28-2016)

DISCIPLINARY AND OTHER ACTIONS

NAC 636.305 Reporting to Board of certain occurrences relating to potential misconduct; review of report and investigation. (NRS 636.125)

1. A licensee or applicant for a license shall report to the Board not later than 30 days after:

(a) Being charged with or convicted of a crime, other than a minor traffic violation, in this State, any other state, the District of Columbia, Puerto Rico, the United States Virgin Islands, any territory or insular possession subject to the jurisdiction of the United States or a foreign country or by the Federal Government or a branch of the Armed Forces of the United States;

(b) Any disciplinary action is taken against the licensee or applicant by a licensing authority in this State, any other state, the District of Columbia, Puerto Rico, the United States Virgin Islands, any territory or insular possession subject to the jurisdiction of the United States or a foreign country;

(c) The initial service of process in a civil action relating to the practice of optometry against the licensee or applicant, the optometry practice or business of the licensee or applicant or any assumed or fictitious name registered with the Board under which the licensee or applicant practices optometry in a federal court or court of this State, any other state, the District of Columbia, Puerto Rico, the United States Virgin Islands, any territory or insular possession subject to the jurisdiction of the United States or a foreign country; or

(d) An extended order for protection against domestic violence is issued against the licensee pursuant to NRS 33.020 or a similar statute in any other state, the District of Columbia, Puerto Rico, the United States Virgin Islands, any territory or insular possession subject to the jurisdiction of the United States or a foreign country.

2. The Executive Director or his or her designee will review a report made pursuant to subsection 1 and conduct any investigation he or she determines is necessary to ascertain the facts concerning the incident described in the report. Such an investigation may include, without limitation, requiring the licensee or applicant to provide information concerning the incident.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022; A by R101-24, 9-16-2024)

NAC 636.315 Complaints and disciplinary hearings against certain persons who are no longer licensed. (NRS 636.125, 636.305, 636.325, 636.338) If the Board determines that proper grounds exist, the Board may investigate a complaint, issue a formal complaint or conduct a disciplinary hearing against a person who has voluntarily:

1. Surrendered his or her license;
2. Failed to renew his or her license; or
3. Retired from the practice of optometry.

(Added to NAC by Bd. of Optometry by R101-24, eff. 9-16-2024)

NAC 636.325 Summary suspension of license; grounds for issuance of order; effect of order; service of order and related notices. (NRS 636.125, 636.3395)

1. The Board, the President of the Board, the presiding officer of an investigative committee convened by the Board to conduct an investigation or the member of the Board who conducted an investigation may issue an order to summarily suspend the license of a licensee pursuant to NRS 636.3395 if, after an investigation, the Board, the President of the Board, the presiding officer of the investigative committee or the member of the Board determines that:

(a) The licensee has violated a provision of this chapter or chapter 636 of NRS;

(b) The summary suspension of the license is necessary to prevent a further violation of this chapter or chapter 636 of NRS; and

(c) The public health, safety or welfare imperatively requires the summary suspension of the license.

2. An order summarily suspending a license:

(a) Must:

(1) Comply with the applicable provisions of NRS 233B.127; and

(2) Set forth the grounds upon which the order is issued, including a statement of facts;

(b) Is effective upon service on the licensee or the licensee’s attorney of record of the order and complaint; and

(c) Remains in effect until the Board:

(1) Modifies or rescinds the order;

(2) Issues its final order or decision on the underlying complaint; or

(3) Is required to reinstate the license of the licensee pursuant to NRS 636.3395.

3. Upon service on the licensee or the licensee’s attorney of record of an order summarily suspending the license of the licensee, the provisions of subsection 3 of NRS 636.375 apply to any further notices related to that suspension.

(Added to NAC by Bd. of Optometry by R056-25, eff. 2-27-2026)

NAC 636.335 Factors to be considered by Board in imposing disciplinary action or sanction. (NRS 636.125, 636.290, 636.325)

1. In imposing disciplinary action or sanctions, the Board will consider the following factors:

(a) Whether the licensee has violated a duty owed to a patient, to the public or to the profession;

(b) Whether the licensee acted intentionally, knowingly or negligently;

(c) The amount of the actual or potential injury caused by the misconduct of the licensee; and
(d) The existence of any aggravating or mitigating factors.

2. Using the factors set forth in paragraphs (a), (b) and (c) of subsection 1, the Board will determine a baseline or presumptive sanction. The Board may then consider any aggravating or mitigating factors to increase or decrease the sanction.

3. Aggravating circumstances are any considerations or factors that may justify an increase in the degree of discipline to be imposed. The following list of examples is illustrative and is not exclusive:

(a) Previous disciplinary offenses;
(b) Dishonest or selfish motive;
(c) A pattern of misconduct;
(d) Multiple offenses;
(e) Bad faith obstruction of the disciplinary proceedings by intentionally failing to comply with rules or orders;
(f) Submission of false evidence, false statements or other deceptive practices during the disciplinary hearing;
(g) Refusal to acknowledge the wrongful nature of the conduct;
(h) Vulnerability of the victim;
(i) Substantial experience in the practice of optometry;
(j) Indifference to making restitution; and
(k) Illegal conduct, including conduct that involves the use of controlled substances.

4. Mitigating circumstances are any considerations or factors that may justify a reduction in the degree of discipline to be imposed. The following list of examples is illustrative and is not exclusive:

(a) Absence of a previous disciplinary record;
(b) Absence of a dishonest or selfish motive;
(c) Personal or emotional problems;
(d) Timely and good faith effort to make restitution or to rectify the consequences of the misconduct;
(e) Full and free disclosure to the disciplinary authority or a cooperative attitude toward proceeding;
(f) Inexperience in the practice of optometry;
(g) Character or reputation;
(h) The licensee is a person with a physical disability;
(i) The licensee is a person with a mental illness or with an alcohol or other substance use disorder when:

(1) There is medical evidence that the licensee is a person with a mental illness or with an alcohol or other substance use disorder;
(2) The mental illness or alcohol or other substance use disorder caused the misconduct;
(3) The recovery of the licensee from the condition creating the mental illness or from the alcohol or other substance use disorder is demonstrated by a meaningful and sustained period of successful rehabilitation; and
(4) The recovery arrested the misconduct and recurrence of that misconduct is unlikely;

(j) Delay in disciplinary proceedings;
(k) Interim rehabilitation;
(l) Imposition of other penalties or sanctions;
(m) Remorse; and
(n) Remoteness of previous offenses.

5. Factors that should not be considered as either aggravating or mitigating include, without limitation:

(a) Forced or compelled restitution;
(b) Agreeing to the demand of a patient for improper behavior;
(c) Withdrawal of a public complaint against the licensee;
(d) Resignation before the completion of disciplinary proceedings;

(e) Any recommendation by the complainant or aggrieved patient as to sanction; and
(f) The failure of a complainant or an aggrieved patient to complain.
(Added to NAC by Bd. of Optometry by R056-25, eff. 2-27-2026)

PRACTICE BEFORE THE NEVADA STATE BOARD OF OPTOMETRY

NAC 636.380 Service upon attorney. (NRS 636.125, 636.375) Following the entry of an appearance by an attorney for a party, all notices, pleadings and orders must be served upon the attorney in the manner prescribed by NRS 636.375 and such service is effective for all purposes upon the party represented by the attorney.

(Added to NAC by Bd. of Optometry, eff. 5-2-88; A by R066-19, 10-24-2022)

NAC 636.385 Proof of service. (NRS 636.125) There will appear on all documents required to be served by the Board, other than decisions or orders, an acknowledgment of service or the following certificate:

I hereby certify that I have this day served the foregoing document upon all parties of record in this proceeding (by delivering a copy in person to ....) (by mailing a copy, properly addressed, with postage prepaid, to ....) (by sending a copy by electronic mail, properly addressed to the person at the electronic mail address on file with the Board, to ....)

Dated at .... this .... day of the month of .... of the year ....

....
Signature

(Added to NAC by Bd. of Optometry, eff. 5-2-88; A by R066-19, 10-24-2022)—(Substituted in revision for NAC 636.480)

NAC 636.395 Decision on motions. (NRS 622A.360, 622A.390, 636.125) The President of the Board or, in the absence of the President, the Vice President of the Board, if any, may decide any motion listed in NRS 622A.360 or 622A.390. If the President or Vice President, as applicable, determines that it is most appropriate for the Board to decide the motion, the President or Vice President, as applicable, may decline to decide the motion. When so declined, the Board will schedule a meeting to decide the motion in a timely manner.

(Added to NAC by Bd. of Optometry by R066-19, eff. 10-24-2022)

NAC 636.400 Conduct before Board. (NRS 636.125) A party to a proceeding before the Board, an attorney appearing on behalf of a party or any other person in attendance at such a proceeding shall conduct himself or herself in a respectful manner.

(Added to NAC by Bd. of Optometry, eff. 5-2-88; A by R066-19, 10-24-2022)

NAC 636.405 Official notice; adverse decision or order without proof of actual injury. (NRS 636.125, 636.325, 636.338)

1. In addition to the facts mentioned in subsection 5 of NRS 233B.123, the Board may take official notice of regulations, official reports, decisions, orders, standards of records of the Board, and any regulatory agency of the State of Nevada, any other state, the District of Columbia, Puerto Rico, the United States Virgin Islands or any territory or insular possession subject to the jurisdiction of the United States or any court of record.

2. The Board may enter a decision or order adverse to a party in a disciplinary hearing without proof being established at the hearing that a person was actually injured by the conduct of that party if the conduct of the party is grounds for disciplinary action under NRS 636.295.

(Added to NAC by Bd. of Optometry, eff. 5-2-88; A by R066-19, 10-24-2022; R101-24, 9-16-2024)—(Substituted in revision for NAC 636.600)

NAC 636.415 Petitions for declaratory orders and advisory opinions. (NRS 636.125)

1. The Board will consider petitions for declaratory orders or advisory opinions relating to the applicability of any statutory provision, regulation or decision of the Board.

2. A petition for a declaratory order or advisory opinion must be in writing using the form prescribed by the Board.

3. Upon submission of a petition for a declaratory order or advisory opinion, the Board will place the matter on the agenda for discussion at the next regularly scheduled meeting of the Board. If the petition is received within 30 days before the next regularly scheduled meeting of the Board, the Board may place the matter on the agenda for discussion at the meeting immediately following that meeting.

4. If a petition for a declaratory order or advisory opinion is placed on the agenda for discussion at a meeting of the Board, the Board will consider any information relevant to the petition at that meeting. Such information may include, without limitation, oral or written testimony. After considering such information, the Board will grant or deny the petition.

5. If the Board denies a petition, no further action will be taken. If the Board grants a petition, the Board will issue the declaratory order or advisory opinion at its next regular meeting. The petitioner shall comply with the declaratory order or advisory opinion.

(Added to NAC by Bd. of Optometry, eff. 5-2-88; A by R066-19, 10-24-2022)—(Substituted in revision for NAC 636.650)

NAC 636.425 Petitions requesting adoption, amendment repeal of regulations. (NRS 636.125)

1. A petition requesting the adoption, amendment or repeal of any regulation must be in writing using the format of a form prescribed by the Board and must include, without limitation:

(a) The name and address of the petitioner;

(b) The reason for the petition;

(c) The language that the petitioner is proposing to adopt, amend or repeal;

(d) The statutory authority for the proposed adoption, amendment or repeal; and

(e) Any relevant information or argument in support of the petition.

2. The Board may refuse to act on a petition that does not include the information required by subsection 1.

3. Except as otherwise provided in subsection 2, within 30 days of the submission of the petition, the Board will:

(a) Notify the petitioner of its decision to grant or deny the petition; and

(b) If the Board grants the petition, initiate proceedings in accordance with NRS 233B.060.

(Added to NAC by Bd. of Optometry, eff. 5-2-88; A by R066-19, 10-24-2022)—(Substituted in revision for NAC 636.660)

NAC 636.480 Proof of service. [Replaced in revision by NAC 636.385.]

NAC 636.600 Official notice. [Replaced in revision by NAC 636.405.]

NAC 636.650 Petitions for declaratory orders and advisory opinions. [Replaced in revision by NAC 636.415.]

NAC 636.660 Petitions requesting adoption, amendment or repeal of regulations. [Replaced in revision by NAC 636.425.]

PRESCRIPTIONS

NAC 636.670 Contents. (NRS 636.125, 636.387)

1. A prescription for spectacle lenses must specify the refractive power necessary for best vision.

2. A prescription for polymethylmethacrylate (Hydrophobic) contact lenses must specify the base curve, diameter and refractive power of the lenses.

3. A prescription for rigid gas permeable contact lenses must:

(a) Specify the base curve, diameter and refractive power of the lenses;

(b) Specify the:

(1) Brand name or manufacturer and type of lens; or

(2) Actual materials desired; and

(c) State whether the prescription is for daily wear or for a stated maximum number of 24-hour periods.

4. A prescription for soft contact lenses must:

(a) Specify the base curve or equivalent, diameter and refractive power of the lenses;

(b) Specify the:

(1) Brand name and type of lens; or

(2) Actual materials desired; and

(c) State whether the prescription is for daily wear or for a stated maximum number of 24-hour periods.

(Added to NAC by Bd. of Optometry, eff. 6-15-90; A by R066-19, 10-24-2022; R101-24, 9-16-2024)—(Substituted in revision for NAC 636.720)

NAC 636.680 Additional requirements applicable to contact lenses. (NRS 636.125)

1. A copy of a prescription for a rigid gas permeable contact lens or soft contact lens issued by an optometrist must include the date on which the prescription expires and must be:

(a) Provided to the patient or an authorized agent of the patient, as required by 16 C.F.R. § 315.3; or

(b) Verified to an authorized agent of the patient, as required by 16 C.F.R. § 315.5.

2. An optometrist shall not release a prescription for a rigid gas permeable contact lens or soft contact lens to a patient, until the optometrist has:

(a) Conducted an initial evaluation of the fit of the lens on the eye of the patient;

(b) Conducted any follow-up examination that the optometrist deems medically necessary; and

(c) Determined that a successful fit has been achieved.

3. An optometrist shall not fail or refuse to provide all the information necessary to duplicate accurately a valid prescription for a rigid gas permeable contact lens or soft contact lens unless the optometrist maintains proper documentation of a sufficient clinical rationale.

4. Upon the release of a prescription for a rigid gas permeable contact lens or soft contact lens, no changes may be made in the brand or type of lens prescribed without the issuance of a new prescription. The brand name and type of the lens dispensed must be identical to the brand name and type of the lens prescribed. A new prescription to make changes in the brand or type of lens prescribed must not be issued unless an optometrist has completed any evaluations or examinations that the optometrist deems medically necessary for such changes.

5. After the release of a prescription for a rigid gas permeable contact lens or soft contact lens, the prescriber is not liable for any future changes in the fitting or dispensing of the lens by another source.

(Added to NAC by Bd. of Optometry by R215-03, eff. 4-23-2004; A by R066-19, 10-24-2022)

MISCELLANEOUS PROVISIONS

NAC 636.705 Optometric telemedicine and remote patient monitoring. (NRS 636.125, 636.394)

1. A licensee who is engaging in synchronous or asynchronous optometric telemedicine shall review records relating to the eye health of the patient immediately before or during the provision of health care services. Such records must include, without limitation, information obtained from the comprehensive examination conducted pursuant to subsection 2 or 3 of NRS 636.394, as applicable.

2. A licensee who is engaging in optometric telemedicine or remote patient monitoring may not issue a prescription for ophthalmic lenses without first performing a manifest refraction.

(Added to NAC by Bd. of Optometry by R101-24, eff. 9-16-2024)

NAC 636.710 Referral bureaus for optometrists. (NRS 636.125)

1. A licensee shall not permit himself or herself to be listed with a referral bureau for optometrists unless the bureau complies with the provisions of this chapter and chapter 636 of NRS.

2. A referral bureau shall maintain listings for at least five optometrists. None of these persons may have a business relationship with any of the others.

3. Unless there is a request for an optometrist who is located in a specific geographic area or is able to speak a certain language, all referrals by a referral bureau must be made on a rotating basis so that each optometrist listed with the bureau receives approximately the same number of referrals.

4. The telephone number of the referral bureau must not be the number of the office, residence or answering service of any optometrist listed with the bureau.

5. A record of each referral must be made by the bureau and maintained by it for at least 1 year after the referral is made. The record must include the date and time of the referral, the name and address of the person referred, and the name of the optometrist to whom the person was referred. The record must be made available upon request for inspection by any optometrist listed with the bureau or any representative of the Board.

(Added to NAC by Bd. of Optometry, eff. 6-15-90)

NAC 636.730 Certification to administer and prescribe pharmaceutical agents. (NRS 636.125, 636.287)

1. The Board shall provide a certificate to administer and prescribe pharmaceutical agents to each optometrist who:

(a) Is licensed to practice optometry in the State of Nevada and is in good standing.

(b) Has successfully completed the Treatment and Management of Ocular Disease Examination administered by the National Board of Examiners in Optometry, or its successor organization. The Board must receive verification that the person successfully completed the examination from the testing agency.

2. On a separate form provided by the Executive Director, the named optometrist shall certify under penalty of perjury that he or she satisfies all of the other requirements for certification to administer and prescribe pharmaceutical agents.

(Added to NAC by Bd. of Optometry, eff. 3-28-96; A by R066-19, 10-24-2022; R056-25, 2-27-2026)

Materials for Item No. 10

STATE OF NEVADA

JOE LOMBARDO
Governor

DR. KRISTOPHER SANCHEZ
Director

PERRY FAIGIN
NIKKI HAAG
MARCEL F. SCHAERER
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

PO Box 1824, Carson City, Nevada 89702 - Telephone (775) 883-8367 - Fax (775) 305-0105
www.nvoptometry.org

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 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. 11

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 than 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 appreciate, 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

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

<u>Record Retention and Ownership</u>
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.

<u>Working Paper Access Requests by Regulators and Others</u>
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.

<u>Summons or Subpoenas</u>
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. 12

Executive Director report re licensing transaction summary for FY ending 6/30/2026.

	7/1/2025-6/30/2026	**Per transaction**	**Total fees**
LICENSES			
July 2025			
New licenses	2	$356.25	$712.50
New licenses Vet	0	$262.50	$0
LBE	0	$450	$0
Mobile licenses	0	$356.25	$0
August 2025			
New licenses	2	$356.25	$712.50
New licenses Vet	0	$262.50	$0
LBE	3	$450	$1,350
Mobile licenses	0	$356.25	$0
September 2025			
New licenses	1	$262.50	$262.50
New licenses Vet	0	$200	$0
LBE	1	$450	$450
Mobile licenses	0	$262.50	$0
October 2025			
New licenses	2	$262.50	$525
New licenses Vet	0	$200	$0
LBE	4	$450	$1,800
Mobile licenses	0	$262.50	$0
TOTAL Gross	15	N/A	$5,812.50
Total less NRS 622.33 convenience fees of Stripe at 3.25%[1]	N/A	N/A	$5,623.59
November 2025			
New licenses	1	$262.50	$262.50
New licenses Vet	0	$200	$0
LBE	0	$540	$0
Mobile licenses	1	$262.50	$262.50
December 2025			
New licenses	1	$168.75	$168.75
New licenses Vet	0	$137.50	$0
LBE	0	$540	$0
Mobile licenses	0	$168.75	$0

[1] From 7/2025-10/2025, the Board used Stripe at 3.25%.

January 2026			
New licenses	0	$168.75	$0
New licenses Vet	1	$137.50	$137.50
LBE	1	$540	$540[2]
Mobile licenses	0	$600	$600
February 2026			
New licenses	1	$168.75	$168.75
New licenses Vet	0	$137.50	$0
LBE	0	$540	$0
Mobile licenses	0	$168.75	$0
March 2026			
New licenses	0	$168.75	$0
New licenses Vet	1	$575	$575
LBE	2	$540	$1,080
Mobile licenses	0	$168.75	$0
April 2026			
New licenses	1	$825	$825
New licenses Vet	0	$575	$0
LBE	3	$540	$1,620
Mobile licenses	0	$825	$0
May 2026			
New licenses	2	$825	$1,650
New licenses Vet	0	$575	$0
LBE	0	$540	$0
Mobile licenses	0	$825	$0
June 2026			
New licenses	7	$731.25	$5,118.75
New licenses Vet	0	$512.50	$0
LBE	2	$540	$1,080
Mobile licenses	1	$731.25	$731.25
Total new licenses	40		
RENEWALS			
Renewals- Active	476	$900	$481,550[3]
Renewals-Active (paid by check)	22	$900	$21,600[4]
Renewals- Inactive	36	$550	$19.800

[2] Paid by check

[3] Includes Additional Practice Locations ($200/per) included with Active Renewal applications ($900/per) and any late fees: $3500- 2; $2500- 2; $1700- 3; $1500- 14; $1400- 11; $1300- 26; $1100- 88; $1050- 3; $900- 327

[4] Includes Additional Practice Locations ($200/per) included with Active Renewal applications ($900/per) and any late fees: $1500- 1; $1300- 1; $1100- 3; $900- 16; $500- 1

Renewals-Inactive (paid by check)	5	$550	$2,750
Renewals- Mobile	3	$600	$1,200
TOTAL Gross	542	N/A	$524,150
Total less NRS 622.33 convenience fees of Clover at 2.75%[5]	N/A	N/A	$513,031.25[6]
NON-LICENSE TRANSACTIONS			
APLs	64	$200	$12,800
Fictitious Name	47	$50	$2,350
Glaucoma	13	$175	$2,275
HMO employment	0	$25	$0
LOGS	48	$25	$1,200
Location changes	60	$25	$1,500
Location change + License Certificate	6	$100	$600
OPAC	26	$75	$1,950
Refunds	9	$	$-1,753.30
Public complaints	24	$0	$0
PRR	37	$0	$0
Substitute location	9	$200	$1,800
TOTAL Gross	343		$22,721.70
Total less NRS 622.33 convenience at 3%			$20,975.70
TOTAL[7]		N/A	$539,630.54
TOTAL BANK ACCOUNTS			
as of 7/1/2025			$239.050.54
as of 6/30/2026			$575,824.36

[5] Starting 11/1/2025, the Board uses FiServ/Clover at 2.75%.
[6] Calculated from $502,550 of the electronically submitted fees resulting in $13,821 in convenience fees
[7] Sum of the three Total less NRS 622.33 convenience fees