Materials for Item No. 4

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
October 1, 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 12:02p.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 1-253-215-8782; Meeting ID: 833 3799 2999; Passcode 965126"

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, Deputy Attorney General Todd Weise, Esq. 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.

Dr. Austin announced his upcoming retirement and stepping down from the Board once a replacement is found. Director Schneider thanked Dr. Austin for his service and that the Board has no say on who the Governor's office picks or who will end up on the short-list. A Newsletter will be distributed to the membership to apply in a two-week window directly to the Governor's office.

Any other public comment was sought. No other public comment received.

4. <u>Action Item</u>. NRS 636.080(1) compliance- Election of Board President, Vice-President and Financial Officer re FY ending 6/30/2027.

Dr. Austin moved for Dr. Smith to be president. Dr. Alamo seconded. No other nominations. Motion passed 4-0.

Dr. Smith moved for Dr. Lyons to be vice-president. Dr. Alamo seconded. No other nominations. Motion passed 4-0.

After a discussion that Dr. Alamo felt more comfortable staying as treasurer as opposed to becoming vice-president, Dr. Austin moved for Dr. Alamo to be treasurer. Public Member Balecha seconded. No other nominations. Motion passed 4-0.

5. Action Item. Roslyn Handfinger Kusher, O.D. License by Endorsement application- Order to Appear and Show Cause.

Director Schneider thanked DAG Weisse for attending to ensure the Board affords the applicant any owed due process.

Director Schneider directed the Board to the materials including the Order to Appear and Show Cause correspondence and the accompanying New Jersey Board of Optometry discipline documents for advertising violations in 1991 and 1992 yet the applicant has stated under oath that her optometry license was never the subject of any discipline from any board.

The applicant's failure to do so, or remember past information about their career for something as significant as past board discipline raises larger issues which could put the public at risk: 1) is this applicant going to be the same way when they have to treat 4 patients an hour and choose not to double check their prescriptions or their charting; and/or 2) is the applicant going to rely upon third-parties or staff to do their paperwork for them without checking it.

The decision for the Board to make is binary- either deny the license, or allow the licensing process to proceed.

Dr. Handfinger-Kushner was provided the opportunity to speak and show cause for why the application was submitted as-is and why the Board should not deny the license application based upon those answers. Dr. Handfinger Kushner announced her appearance and spoke as to the facts and circumstances for why she answered the application as she did, that she had no excuses for her application's answers. The circumstances were that 6-7 ODs working for a company did not know the kinds of advertisements the company did. The ODs paid a fine and she thought it was resolved. The application's answer was an accident, but she made no excuses for it.

Director Schneider offered the Board members to reply. Dr. Smith appreciated the applicant's appearance and stating her position. While it does not reflect 100% well that there was a mistak on the application, it should not bar licensure. Dr. Austin agreed, noting it was just an administrative fine, and not patient care related, and that it was 30+ years ago. Public Member Balecha agreed, and likewise noting it was years ago. Dr Alamo agreed.

Dr. Smith moved for the Board to continue with the License by Endorsement application. Dr. Austin seconded. Motion passed 4-0.

Director Schneider thanked DAG Todd Wiesse, Esq. for his participation to ensure the meeting stayed proper.

6. Action Item. Complaint 26-24.

For the following items on this agenda that are Complaints, these will be 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 that the complaints dealt with alleged lack of notice to the patient about exam costs, testing costs, and insurance coverage. Licensee1 described Location 1's practices to advise the patients in advance of what the costs could be, but that it's nearly impossible to advise every patient of every insurance in advance. Complainant was requested to provide the email that was mentioned in the public complaint, which is included in the materials and Licensee1 supplied a supplemental response. Do the actions or inactions rise to the level of unprofessional conduct warranting referral to the Attorney General?

Public Member Balecha commented the office will not always know exactly what an insurance company will cover before the visit, and the concern is whether the patient was given clear and understandable information about possible out-of-pocket charges before services were provided and in this case, the patient signed the financial policy acknowledging the responsibility for a non-covered service, and the licensee stated that the $35 was for the refraction and not simply for providing a prescription, and the patient was offered additional care without having to pay the $35 that day while the claims were submitted to insurance. It may be helpful to the Location to make potential charges, especially commonly non-covered services like refraction or optional retinal imaging, as clear as possible when appointment is scheduled before to avoid any misunderstanding.

Dr. Smith agreed with the summary. License1 did not do a bad job, and tried to be transparent.

Dr. Austin agreed.

Dr. Alamo agreed with Dr. Smith and Public Member Balecha.

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

7. **Action Item**. **Complaint 27-01.** Dr. Smith stated she recognized the charting, and believed it could materially impact her independence of judgment and therefore will recuse from voting and abstain from any discussion in the abundance of caution.

Director Schneider summarized that the complaints about Location1's login system and not being provided adequate time to review the paperwork and not having a dilation at the time of his contact lens dispensing appointment. Licensee1 explained and denied the allegations. This includes: 1) the patient had been presented with the same kind of paperwork in 2021 and 2023 as in 2026; and 2) no charges occurred for the dilation that the patient never underwent. Do the actions or inactions rise to the level of unprofessional conduct warranting referral to the Attorney General?

Public Member Balecha commented she understood the frustration with the portal and feeling rushed, and that Location1 could give more time to the patients to read the paperwork. But here, the patient was familiar with the paperwork from prior visits and had no issues in the past, nor was he charged for a test that was not performed. Dr. Austin agreed. Dr. Alamo agreed.

Dr. Austin moved to dismiss the allegations with no further action. Dr. Alamo seconded. Motion passed 3-0.

8. **Action Item**. **Complaint 27-02.** Director Schneider summarized that the complaints dealt with alleged undisclosed contact lens fitting fees. In July 2026, the patient impromptu at her appointment asks to be fit for contacts. There are multiple signs at Location1 for those fees, but there was nothing documented advising the patient pre-fit for the fitting charge. Location1 offered

a discount on future orders. Patient was surprised at the fee at check-out and filed a complaint arguing Location1 violated her rights. Patient did go to Licensee2 for another appointment. Licensee1 denies all allegation and characterizes the allegations as Lies 1 through 5, including that the contact lens fitting fees are placed throughout the office including the contact lens fitting desk. The Licensee failed to address it, but as to any NRS 449A.106 violations for patients to receive bills and explanations of them, that statute only applies to "medical facilities" as defined by NRS 449.0151; none of which optometrists or optometry clinics. Do the actions or inactions rise to the level of unprofessional conduct warranting referral to the Attorney General?

Public Member Balecha commented about the need for transparency by the provider and that the licensee stated the patient was verbally advised of the fees but there was no documentation for the fees before the work was performed and could have been confirmed with the patient in the documentation during the examination, but it not necessary to investigate further.

Dr. Smith does not disagree. A recommendation could be made to Licensee1 about documentation to occur before the work performed, but even if the patient signs, this does not mean the patient read it anyway.

Dr. Austin discussed the possible usage of a separate form akin to a Medicare ABN (Advanced Beneficiary Notice) form, but that form is not mandatory and the conduct does not rise to the level of unprofessional conduct.

Dr. Alamo commented about the chart notes being thorough and extensive.

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

9. **<u>Action Item</u>**. **Complaint 27-03.** Director Schneider summarized that the complaints dealt with an examination, the DMV form, and a series of miscommunications. As we all know, the DMV form requires best corrected 20/40 vision in one eye in order to obtain a drivers license. Patient's allegation is that Licensee1 said she didn't need glasses, but Licensee1 clarified that he didn't say that but instead that they weren't legally required especially when her visual acuity was able to be corrected to 20/20. Patient's driver's license said corrective lenses required, but per Licensee1's test results that kind restriction would be inaccurate. The allegations and Licensee1's response appear to be a series of miscommunications. Do the actions or inactions rise to the level of unprofessional conduct warranting referral to the Attorney General?

Public Member Balecha commented about this is a series of miscommunications, that the patient's vision improved to 20/20 with correction, that perhaps there could be more explanation and communication about the DMV requirements and that glasses are not legally required does not mean that the patient does not need glasses, but this complaint is less about the examination itself and more about communications which would not warrant further investigation.

Dr. Smith agreed, and that it does not rise to the level of unprofessional conduct.

Dr. Austin agreed.

Dr. Alamo agreed.

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

10. **Action Item**. **Complaint 27-05.** Director Schneider summarized that the complaints dealt with an expired contact lens prescription and no appointment thereafter to obtain a current prescription. Location1 last saw the patient in September 2023. Patient tried to get her CL Rx refilled through 1800 Contacts but Location1 did not have current prescription to provide. In the summer of 2026, Location1 emailed the patient with the expired 2023 prescription and removed the patient from their list per the patient's request. Patient claims she was seen by male ODs. Licensee1 denies hiring any male ODs, which is consistent with Location1's profile with the Board. Do the actions or inactions rise to the level of unprofessional conduct warranting referral to the Attorney General?

Public Member Balecha commented that based upon the records, there is no current prescription to provide the patient and therefore the licensee cannot be faulted for not providing it.

Dr. Austin and Dr. Alamo agreed.

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

11. **Action Item**. **OSLE security.** Director Schneider stated the context is two applicants' OSLEs were submitted to NBEO within 12 hours of each other with the same thirteen questions answered incorrectly with the same incorrect multiple-choice selections. Director Schneider explored the issue with NBEO and then third-party data forensics company Caveon, and ultimately even with a $10,000 investigation the Board would have nothing to show for it forensically. This begs the question if the Board wants to explore increased OSLE security, bearing in mind the Board doesn't expect the licensees to be lawyers but that they should be familiar with Nevada law and know how to look up the law.

Choices include:
1) requiring the licensees to take the OSLE when they take Part III in Charlotte, but the downside is for applicants applying for licenses by endorsement;
2) partnering with a company called Pearson and using one of their licensed testing centers where the cost would have to be passed onto the applicant;
3) increasing the bank of questions available to be asked of the applicants with a randomized list of questions but still have the same amount of questions asked.

Option 3 is the most cost-effective, where potentially each OD board member is provided a block of statutes and regulations and they provide 12-20 questions some multiple choice and some true and false. Then Director Schneider can coordinate with NBEO's psychometrician team to make sure the questions are adequate.

Dr. Smith stated that she looked up Pearson costs, but which were variable. She had to take the California OSLE in a testing center.

Dr. Austin agreed if Pearson is not overly expensive, that is the right path.

Dr. Alamo thinks the Pearson option is the best option. A testing center would decrease any suspect scores.

Dr. Austin would like to know if the majority of States do testing centers for their exams, and if so, then Nevada should too so long as not exorbitant given this is one-time test for the applicant's

license.

Dr. Smith moved for Director Schneider to obtain the survey results from ARBO and re-agendize for the next meeting, and to assign each OD board member a block of statutes and regulations to provide back to him 3-5 questions for the OSLE given the new NAC 636. Dr. Alamo seconded. Motion passed 4-0.

12. <u>Action Item</u>. Executive Order 26-003 discussion regarding NAC 636 amendments.

The Governor's office has requested all Boards review their regulations and to discuss in a non-formal workshop setting. The Board issued a Newsletter in August asking for any comments with the newly revised NAC 636, and no comments were received for discussion today.

Based upon Director Schneider's review of NAC 636, the following could be able to be eliminated given their incorporation into other NACs-

NAC 636.480 Proof of service. [Replaced in revision by .385]
NAC 636.600 Official notice. [Replaced in revision by .405]
NAC 636.650 Petitions for declaratory orders and advisory opinions. [Replaced in revision by .415]
NAC 636.660 Petitions requesting adoption, amendment or repeal of regulations. [Replaced in revision by .425]

Director Schneider inquired into NAC 636.710 which was codified in 1990 and deals with "Referral bureaus for optometrists." It makes no mention of any websites or email addresses, likely because it existed before the internet and common email use. Dr. Smith recalled a discussion about it in 2019 and somebody wanting it to remain. She invited former president Dr. Chen Young to talk if he recalled. Dr. Young stated he had no recollection. Dr. Austin agreed with Director Schneider that the regulation could be eliminated.

Dr. Smith moved for Director Schneider to list the aforementioned regulations in the forms that the Governor's office requires. Dr. Austin seconded. Motion passed 4-0.

Director Schneider invited the Board to open the floor up for extended public comment to satisfy the Governor's intent. Dr. Smith invited comments. Dr. Chen Young stated the Governor's request is to reduce regulations burdensome to business and licensees to come practice to the State that is underserved. Optometrists do not feel they can practice to full scope, and it is a very arduous process to practice glaucoma if they've been practicing for many years, and this is something that the Board may want to consider the regulation on how to get their glaucoma certification in the State. Dr. Smith replied she did not disagree, this would be in the best interests of the public, that there is also glaucoma by endorsement, but that this battle is difficult absent a change in the ophthalmology lobby or leadership and that all the while optometrists are not blinding patients due to an alleged lack of training. Dr. Austin stated he believed this would be a good time for the NOA to pursue this, and that he knows most of the members of the Nevada Academy of Ophthalmology and he believes they would be supportive of Optometry on this, and his understanding is that the NOA is working on a bill to address that issue and the State Board being in unity with the NOA should weigh heavily upon the legislature. Dr. Smith noted the Board could be supportive of it, verbally or written, depending on how this develops. Director Schneider noted with the help of Dr. Koenig in the last session that the laws were made easier to achieve but nonetheless the laws which exist are still restrictive as to full scope, and he has not received any complaints about glaucoma mismanagement due to a lack of training, and

noted in the chat that the NOA is working on a bill to eliminate the 15 patient co-management requirement in order to become glaucoma certified. Dr. Smith remembered in the 2019 session a concern was when the OD school curriculums began to teach glaucoma more broadly. She noted that ARBO would know when glaucoma became more broadly taught in OD school curriculums.

Further invitation was made to the attendees to discuss any other regulations. No comments received.

13. <u>Action Item</u>. Consideration and approval of June 25, 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.

14. Executive Director report re 2026 Language Access Plan and NRS 232.0081 compliance. Director Schneider advised that all Boards have to revise and update their Language Access Plan (LAP) for the Office for New Americans (ONA). The Board timely submitted its LAP for NRS 232 compliance. Incidentally none of the applicants or license renewals identified a foreign language as their primary language or that any board complaint was sought to be issued in a foreign language.

15. Executive Director report re Sorren CPAs annual audit. Director Schneider directed the Board to the meeting materials of a standard auditor terms of engagement from years past and the $18,150 is consistent with market rates, if not below market rates. Mr. Kelly Moxley, CPA, acquired Carson Tahoe Tax Services and will be the Board's accountant instead of Lesley Berg who has retired. Bookkeeper Krystal Anderson still does the Board's work. Director Schneider is in regular communications with the accountants and the auditors for the ongoing annual audit.

16. Executive Director report re ARBO Q3 update. Director Schneider summarized that ARBO will hold various Zoom workshops, has an updated website, and wants the membership aware that the 6/2027 Annual Convention is in Boston.

17. 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.

Dr. Chen Young thanked the Board for all it does, and Executive Director Schneider and Dr. Austin for their service to the Board. The law is plain that the OD has to work for themselves or another Nevada-licensed OD. He is seeing a trend of private corporations, insurance companies, and retailers are creating contracts which make it look very vague to know who really owns the practice. He knows of situations where doctors have sold their practices, but do they really have access to their facilities? Do they have access to the software to schedule their patients? Do they have the control of their patients? Do they have the decision-making of when critical equipment goes down and it needs to be replaced or repaired for their own benefit of their own patients. And when an OD sells the practice, does the OD have access to the medical records? Who actually owns those records? His concern long-term is the relevance and authority of the Board of Optometry because they only have oversight of Nevada licensed optometrists and cannot pursue a complaint over a corporation, an insurance company, a private equity organization, and with as little as three large groups in Nevada, you could eliminate 100 optometrists of lost oversight in the State. The Board's purpose is to protect the public but if the Board does not have the authority or the oversight or the licensees, they're just pawns because they can just quit or go work somewhere else or leave the State.

Further public comment invited. No further comment received.

18. **Action Item**. **Adjournment.** President Smith moved to adjourn. Dr. Austin seconded. Motion passed 4-0. Adjournment occurred at 1:10p.m. Director Schneider noted the next meeting would be on 11/5/2026 12pm pst.

17 persons attended virtually, inclusive of four Board members and Executive Director, and DAG Weisse and Dr. Handfinger-Kushner until the conclusion of Item no. 5. No role call conducted or sign-in sheets provided.

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FY 2026-2027 Regular meeting schedule

Thursday 10/1/2026 12:00p.m. (pst) Reg. Bd. Meeting- phone or Zoom
Thursday 11/5/2026 12:00p.m. (pst) Reg. Bd. Meeting- phone or Zoom
Thursday 12/10/2026 12:00p.m. (pst) Reg. Bd. Meeting- phone or Zoom

These minutes were considered and approved by majority vote of the Nevada State Board of Optometry at its meeting on November 5, 2026.

_____
Adam Schneider, Executive Director

Materials for Item No. 5

Licensee1 inquiry-

We were wanting to have an Ophthalmologist come into our office a couple days per month as an independent contractor. He would be performing some procedures that are out side of our scope. Could we have a call around that topic? I also have a sample of the independent contractor agreement if you would like to look at it. Thank you for your time and help.

Director reply-

[Licensee1]- not fully on point, but the Board addressed a similar issue three years ago. See attached. See also below of what was provided to the inquiring licensee about that situation; caveat that the NACs cited are from 2023 and have been adjusted in the 8/2026 NACs that were distributed to the membership in the 8/2026 Newsletter:

Ophthalmologists are regulated under Board of Medical Examiners or Board of Osteopathic Medicine, and not the Board of Optometry. Thus what procedures an ophthalmologist has his or her COA perform is not within the jurisdiction of this Board. But under the facts presented of an ophthalmologist working out of an optometrist's office, even if limited to 1 week a month, raises the issue of the laws governing an optometrist leasing office space to non-optometrists. The Board directs you to the below to ensure the practice adheres to the same immediately:

> **NRS 636.372 Leasing of office from unlicensed person; regulations.**
> 1. Except as otherwise provided in subsection 4, an optometrist may enter into an agreement with a person who is not licensed pursuant to the provisions of this chapter for the leasing of a building or a part thereof for use in his or her practice. The lease may contain a provision which requires that the rent must be based on a percentage of the revenue earned by the optometrist in his or her practice if the total amount of rent paid for the building or part thereof does not exceed its fair rental value, including any furniture, fixtures or equipment therein.
> 2. An optometrist who enters into such a lease with a physician may locate his or her office in the same place of business as the physician without a physical separation between the office and the place of business.
> 3. The Board may adopt regulations prescribing the requirements for such leases. The regulations must ensure the quality of optometric care and the practice of optometry without restricting competition or the commercial practice of optometry.
> 4. An optometrist shall not enter into a lease pursuant to this section unless, during the term of the lease, the optometrist maintains exclusive access to, and control and ownership of, the medical records of each patient of the optometrist.
> (Added to NRS by 1993, 2864; A 1995, 2565; 2019, 3653)

> **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.

I would note the following laws:

NRS 636.300(2) (unprofessional conduct as an OD "Accepting employment, directly or indirectly, from a person not licensed to practice optometry in this State to assist the person in such practice or enabling the person to engage therein, except as authorized in NRS 636.347.";

NAC 636.210(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."); and

NAC 636.220 ("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.")

But your situation asks about you or your optometry practice hiring an OMD as an IC, where the OMD's license is what allows the OMD to practice medicine and not the OD's license.

Please send me the proposed professional services agreement that you intend for the OMD to sign for my review. Ultimately this may require the Board to discuss these issues at a board meeting. The soonest time I can agendize it would be for the 11/5 meeting.

Licensee1 reply-

Looking at the Board notes from 2023 that you attached I see #10 Action Item 9,

specifically says that an OMD may lease space from an OD as an independent contractor. I have a attached a draft of the lease agreement for an OMD to operate as an independent contractor within our physical office. Please let me know if you have any questions or additions that may be needed.

I also have a question in regards to marketing. I have worked for a couple OMDs and they have always listed me on their website and various marketing materials. I would assume we could list the OMD on our website as long as we were clear that he is operating within our facility as an independent contractor?

NEVADA STATE BOARD OF OPTOMETRY

MINUTES OF PUBLIC MEETING

September 20, 2023

1. **Action Item 1. Roll Call, Call to Order, Welcome, Introductions.** President Mariah Smith, O.D. opened the live meeting at 6:33 p.m. Board members, Jeffrey Austin, O.D., Stephanie Lee, O.D., and Drew Johnson were present. Also attending were Executive Director Adam Schneider, Nancy Padilla, Licensing Specialist and Deputy Attorney General Rosalie Bordelove, Esq.

2. **Public call in instruction.** Pursuant to AB219, public telephonic access number 669-444-9171 was read into the record.

3. **Item 2. Public Comment.**
   A. Dr. Daniel Rowan, OD requested clarification regarding custodial ownership of records in statutes. Dr. Rowan questioned if a professional entity or larger corporation could claim ownership of patient medical records. Dr. Rowan was directed to put concerns into a letter to the Executive Director and can be added to agenda for the next meeting for board discussion if needed.
   B. Dr. Kenneth Kopolow, OD requested receipt of a complaint that he submitted to the Board for a licensee 5-6 weeks ago. Executive Director Schneider confirmed he had not received the complaint and instructed him to resubmit the complaint to his email directly.

4. **Action Item 3. Election of Board President, Vice President, and Financial Officer re FY2023-24.** Mariah Smith, OD nominated Drew Johnson as Financial Officer. Drew Johnson accepted. No other nominations. All board members in favor. None opposed. Mariah Smith, OD nominated Jeffrey Austin, OD as Vice President. Jeffrey Austin, OD accepted. No other nominations. All board members in favor. None opposed. Drew Johnson nominated Mariah Smith, OD as Board President. No other nominations. All board members in favor. None opposed.

5. **Action Item 4. Consideration of draft and approval of Board Meeting Minutes of June 22, 2023, Meeting.** Member Johnson moved for approval of the Minutes as presented. Stephanie Lee, O.D. seconded the motion. Motion passed unanimously.

6. **Action Item 5. Executive Director update on Board banking, and possible Motion for Drs. Young and Austin removed from banking access and replaced with Dr. Smith, Public Member Johnson, and Executive Director Schneider.** Executive Director Schneider explains two tax IDs previously used by the Board have been streamlined into one tax ID and one bank account at Nevada State Bank. The Board will still maintain an account at Heritage Bank to avoid exceeding FDIC insured amounts. Mariah Smith, OD moves to remove Drs. Young and Austin from banking access and replace with Dr. Smith, Public Member Johnson, and Executive Director Schneider. Stephanie Lee, OD seconds the motion. All Board members in favor, none opposed. Motion carries.

7. **Action Item 6. NRS/NAC clarification re OPAC certification.** Executive Director Schneider asks for clarification among the Board regarding OPAC recertification. In the event that a Nevada licensee with OPAC certification allows their license to lapse and later wishes to reapply, do they need to redo their 40 hours of training with an ophthalmologist. Board member Jeffrey Austin, OD motions that the 40 hours of training is valid for the life of the optometrist and does not need to be done again for re-licensure. Also, if 40 hours of training was completed at another state, then for a first time Nevada license application the out of state training is accepted in Nevada and they do not need to complete any additional OPAC training. All Board members in favor, none opposed. Motion carries. Mariah Smith, OD asks to revisit this at the next legislative session to possibly make an OPAC by endorsement similar to the Glaucoma by endorsement form for a simpler, more streamlined application process. Executive Director Schneider requests motion that pursuant to 636.260, the Board is exercising its authority to find good cause in order for the OPAC certification to be valid for the life of the licensee. Mariah Smith, OD motions to add OPAC certification under NRS 636.260 at the next legislative session. Jeffrey Austin, OD seconds the motion. All board members in favor. None opposed. Motion carries.

8. **Action Item 7. NRS/NAC clarification re Drug Enforcement Administration CE requirement.** Executive Director Schneider explains the new federal, one time, 8 hour continuing education (CE) requirement for DEA license holders. Membership has reached out asking if the CE requirement can carry over into the NSBO CE requirement, beyond the 2 hours required for licensure. Jeffrey Austin, OD motions because of the short notice to the membership from the DEA to allow the extra hours to all NSBO applicants' OPAC CE requirements regardless of holding a DEA license or not for the cycle ending in February 2024. Stephanie Lee, OD clarifies that the federal DEA-approved CE courses are not necessarily COPE approved and the NSBO will be allowing courses on the DEA-approved course list to count towards the NSBO general CE/OPAC renewal requirement. Stephanie Lee, OD motions that the Board accepts 8 hours of CE on the DEA approved CE course list for licensure and OPAC. Mariah Smith, OD amends the motion to any amount of hours, not limited to 8. Public member Drew Johnson seconds the motion. All Board members in favor, none opposed. Motion carries.

9. **Action Item 8. NRS/NAC clarification re scope of practice for suture removal.** Executive Director Schneider asks for clarification if optometrists can remove skin sutures under 636.025 and discussion on what constitutes a foreign object, and the statutes being

silent on suture removal but prohibiting suture insertion. Jeffrey Austin, OD explains according to statute written closely with ophthalmology, optometrists are allowed to remove sutures. Mariah Smith, OD motions that optometrists can remove sutures. Stephanie Lee, OD seconds the motion. Motion passed unanimously.

10. **Action Item 9. NRS/NAC clarification re COAs' provision of healthcare at optometric offices.** Executive Director Schneider requests clarification on what types of care are allowed or not allowed by a certified ophamalogic assistnent (COA) at an optometrist's office without the optometrist's supervision. More specifically, can a COA remove sutures at an optometry office without supervision. Jeffrey Austin, OD discusses if an OMD is renting space as an independent contractor in an OD office then the COA is employed by the OMD and can follow the instruction of the OMD as directed, whatever that direction may be. Stephanie Lee, OD adds the OD must have a written lease with the OMD defining a clear definition of space. Jeffrey Austin, OD motions that as long as an OMD is working as an independent contractor, when leasing space within an OD office then the COA can perform procedures as directed by the OMD. Stephanie Lee, OD seconds the motion. Motion passed unanimously.

11. **Action Item 10. NRS/NAC clarification re scope of practice and optometric devices.** Executive Director Schneider requests clarification on whether an optometrist can provide electro-epilization/electrolysis of lashes for trichiasis if an ophthalmologist is immediately and physically available for consultation, and similarly for injections for chalazion excision. Board member Jeffrey Austin, OD clarifies that electrolysis is not allowed under any diagnosis for optometrists as it burns tissue. Similarly for chalazion, Dr. Austin clarifies optometrists can only apply topical diagnostics and therapeutics, and cannot inject anything into the eye or tissue. President Mariah Smith requests these topics be added to the next legislative session for possible expansion of scope in regards to optometric devices and injectables. Dr. Jeffrey Austin motions that electro-epilation is disqualified for use by optometrists whether or not a surgeon present, and optometrics cannot inject any substance into the eye or tissue. Mariah Smith, OD seconds the motion. Motion passes unanimously.

12. **Action Item 11. Board policy for licensee duties upon retirement and/or unexpected incapacitation.** Executive Director Schneider drafted a list of procedures for retiring optometrists and family members of unexpectedly incapacitated optometrists complying with NRS 629 to ensure patients are able to get records and continuity of care within reasonable time periods. Mariah Smith, OD motions to add the list to the Board website policy section as guidance. Jeffrey Austin, OD seconds the motion. Motion passes unanimously.

13. **Action Item 12. Board policy for licensee surname change, e.g., reversion to maiden name or change to spouse's surname.** Executive Director Schneider asks the Board if they want some sort of policy for a name change, and if so do they want to implement an administrative fee for the Board changing the name internally. Mariah Smith, OD recalls previous statues on this topic and will investigate further (subsequently identified as NAC 636.210(1)(a) and NAC 636.215(1)). Dr. Jeffrey Austin motions to keep the name change fee at $100.00 ($75.00 for duplicate license + $25.00 for a duplicate location card), including OPAC and glaucoma certifications. Stephanie Lee, OD seconds the motion. Motion passed unanimously. Dr. Smith suggested revisiting this in an action item at a subsequent board meeting about the Board's position for licensees not practicing under their legal name, and how to locate such licensees when there is a problem. Executive Director Schneider mentions the fee can be added into the fee schedule section of the NACs for the upcoming session.

14. **Action Item 13. 12/2022 online complaint for determination of jurisdiction.** Executive Director Schneider directs the Board to review the redacted complaint in the meeting materials provided and asks if the complaint is under the Board's jurisdiction. Jeffrey Austin, OD would like clarification if the contact lens fitting was actually performed to rule out any possible fraudulent billing. Dr. Smith motions for Executive Director Schneider to investigate further if the contact lens fitting was actually performed, and if it wasn't, was the fitting billed in error, or has fraudulent billing occurred. Stephanie Lee, O.D. seconded the motion. Motion passed unanimously.

15. **Action Item 14. Executive Director updates.**
    A. **Status of termination of Thentia purported contract.** Executive Director Schneider explains Thentia's CEO provided written acknowledgement that they are at fault for not delivering a product in a timely manner and are looking into a refund of any monies that have been paid;
    B. **Forum for NAC 636 revisions set for 10/26/2023.** Mariah Smith, OD suggests providing membership with the approved bill and going through item by item asking for feedback if any of the items need clarification. The meeting will be led by Dr. Smith;
    C. **Start of licensee renewals for 2024-2026 on Saturday 10/28/2023.** Nancy Padilla reports the renewal application and CE Summary Form has been updated on the website. New location cards have been designed with updated Executive Director information. An email blast and website notification will be sent to membership that renewals are open;
    D. **NRS 333 Purchasing Division- Certified Contract Manager (NVCCM) Initial Certificate Course completion.** Course was taken by Executive Director Schneider as suggested by Deputy Attorney General Bordelove, Esq. to make sure the Board is compliant under NRS 333 with respect to contracting and their policies.

16. **Action Item 15. Consideration of Agency Budget with review for expenditures for physical office closure and transition to dual remote office locations.** Executive Director Schneider asks do we have to keep a physical office pursuant to NRS 281.110. Deputy Attorney General Bordelove, Esq. will do more research and see what some of the other Boards are doing and report back if a smaller Board like NSBO needs a physical office or rather needs to be available by phone 40 hours a week and a place to meet membership or the public if needed by appointment only.

17. **Item 16. Public Comment.** No public comment was offered.

18. **Action Item 17. Adjournment.** Jeff Austin, O.D. moved to adjourn the meeting. Mariah Smith, O.D. seconded the motion. Motion passed. The meeting adjourned at 7:56 p.m.

* * * * *

FY 2023 Regular meeting schedule

Thurs. October 26, 2023 – 6:30 pm by Zoom
Tues. November 28, 2023 – 6:30 pm by Zoom

* * * * * *

These minutes were considered and approved by majority vote of the Nevada State Board of Optometry at its meeting on November 28, 2023.



Adam Schneider, Executive Director

SPACE LICENSE AND INDEPENDENT CONTRACTOR AGREEMENT

[Location 1] and [OMD 1]

THIS SPACE LICENSE AND INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made as of _____, 20____ (the "Effective Date"), by and between:

[Location 1], with its principal place of business at [address] ("Landlord"), and

[OMD 1] an individual whose business address is [same address] ("Tenant").

Landlord and Tenant are each a "Party" and together the "Parties."

1. Nature of the Relationship

1.1 Landlord licenses and Tenant rents designated clinical space at Landlord's [City] office so that Tenant may independently practice ophthalmology as a tenant and independent contractor. Tenant is not an employee, partner, joint venturer, or agent of Landlord.

1.2 Tenant rents space. Landlord does not engage Tenant to perform professional services for Landlord, does not pay Tenant a professional fee, salary, per-diem, or productivity bonus.

1.3 Nothing in this Agreement authorizes Landlord to employ Tenant or Tenant to employ Landlord or Landlord's optometrists, consistent with NRS 636.373.

1.4 Each Party practices only within that Party's own license. Tenant shall not practice optometry. Landlord and its optometrists shall not practice medicine.

1.5 Neither Party shall control, dictate, or influence the professional judgment of the other. Landlord shall not supervise Tenant's practice of medicine. Tenant shall not supervise Landlord's practice of optometry.

1.6 Tenant may accept other engagements and is not required to work exclusively at Landlord's premises.

2. Premises and Licensed Use

2.1 Landlord licenses to Tenant, and Tenant accepts, the non-exclusive right to use the following space at [address] (the "Premises") on the Clinic Days described in Section 3:

Designated examination room(s): Exam 2, Pretest, Treatment Room

Shared waiting area, restrooms, and common corridors, in common with Landlord.

2.2 Pursuant to NRS 636.373, the Parties may locate their respective practices in the same place of business without a physical separation between Tenant's licensed space and Landlord's optometric office.

2.3 Tenant's use is limited to the independent practice of ophthalmology and reasonably related activities. Tenant shall not use the Premises for any other business.

2.4 Landlord retains ownership of the Premises and of all Landlord-owned furniture, fixtures, and equipment. Tenant shall not remove Landlord's property.

2.5 Landlord and Landlord's optometrists shall have access at all times to Landlord's office, equipment, and records. This lease does not give Tenant control over the operation of Landlord's optometric practice, Landlord's employees, Landlord's patient scheduling for optometric care, or Landlord's fees for optometric products or services.

2.6 Rent is for space, equipment and supplies only. Tenant does not share in the profits of Landlord's optometric practice. Landlord does not share in the profits of Tenant's medical practice.

3. Clinic Days

3.1 Tenant may occupy and use the Premises on approximately two (2) days per calendar month ("Clinic Days"), on dates mutually agreed in writing at least fourteen (14) days in advance.

3.2 Tenant controls Tenant's own appointment book for ophthalmology patients on Clinic Days. Landlord shall not dictate Tenant's visit length, treatment plans, or medical decisions. Landlord controls Landlord's own optometric schedule.

3.3 If a Clinic Day is cancelled by either Party with less than seventy-two (72) hours' notice, other than for license loss, illness, or facility closure, the cancelling Party shall use reasonable efforts to offer a substitute date in the same month.

4. Rent

4.1 Tenant shall pay Landlord rent of 40% of collected revenue. (the "Rent"). Rent is intended to be the fair rental value of the licensed space and any included items in Section 4.3,

4.2 Rent is due on or before 14 (Fourteen) days after each clinic day.

4.3 Rent includes use of the Premises and the following Landlord-owned equipment already located in the designated room(s), and all utilities

4.4 Rent does not include Tenant's professional liability insurance.

4.5 Landlord shall not withhold taxes from Rent. Rent received by Landlord is Landlord's income. Tenant receives no compensation from Landlord under this Agreement.

5. Staff and Operations

5.1 Landlord's employees remain Landlord's employees. They are not Tenant's employees. Tenant may not hire, fire, discipline, or set wages for Landlord's staff.

5.2 Tenant shall follow reasonable written facility rules that apply equally to all persons on site (safety, infection control, HIPAA, after-hours access, and emergency procedures). Those rules do not include medical protocols that control how Tenant practices ophthalmology.

5.3 Tenant shall leave the licensed room in a clean, professional condition at the end of each Clinic Day.

6. Independent Contractor Status

6.1 Tenant shall obtain and maintain any Nevada state or local business license, occupational license, insurance, or bond required of an independent physician who rents space.

6.2 Tenant shall provide Tenant's own professional instruments that Landlord does not already own and that are not listed as included in Section 4.3.

6.3 If any authority treats Tenant as Landlord's employee, the Parties shall promptly amend or end this Agreement so that the relationship remains a lawful space rental and independent practice.

7. Licenses and Insurance

7.1 Tenant represents that Tenant holds a current, unrestricted Nevada license to practice medicine and will keep that license in good standing.

7.2 Tenant shall maintain professional liability insurance of at least $1,000,000 per claim and $3,000,000 aggregate, and shall provide a certificate of insurance upon request. Landlord may request to be listed as certificate holder or additional insured on Tenant's policy as to premises-related claims, if Tenant's carrier permits.

7.3 Landlord shall maintain professional liability coverage for Landlord's optometric operations and shall maintain property and general liability coverage for the Premises.

7.4 Each Party shall notify the other within five (5) business days of any license restriction, board investigation, federal-program exclusion, or claim arising from use of the Premises or from care provided there.

8. Records and Confidentiality

8.1 Each Party shall keep records of the services that Party personally performs. Tenant's medical records are Tenant's records. Landlord's optometric records are Landlord's records.

8.2 Tenant shall not have general access to Landlord's patient records. Pursuant to NRS 636.373(2)(b), Landlord may authorize Tenant to access Landlord records of a patient who is being treated by both Parties, limited to treatment purposes and HIPAA. Tenant may authorize Landlord similar access to Tenant records of jointly treated patients.

8.3 Each Party shall keep confidential the other Party's non-public business information and all protected health information, except as required by law or as needed for treatment, payment, or healthcare operations.

9. Compliance

9.1 Each Party shall comply with all applicable federal and Nevada laws, including NRS 636.372, NRS 636.373, NAC 636.240, licensing rules, fraud-and-abuse and anti-kickback rules, HIPAA, and advertising rules.

9.2 Advertising that refers to both Parties shall accurately describe the relationship as an independent ophthalmology practice renting space at Landlord's location and shall not state that Tenant is an employee of Landlord or that Landlord employs Tenant.

9.3 If the Parties collaborate on one or more surgical procedures for a fixed fee, they shall comply with NRS 636.374, including written documentation, proportional fee division based on services each personally performs, and a patient disclosure signed by both providers and the patient. Any such collaboration is separate from Rent and is not a condition of this space license.

10. Indemnification

Each Party shall indemnify, defend, and hold harmless the other Party from claims, damages, and expenses (including reasonable attorneys' fees) arising out of the indemnifying Party's professional negligence, use of the Premises, willful misconduct, or breach of this Agreement, except to the extent caused by the other Party's own negligence or willful misconduct.

11. Term and Termination

11.1 This Agreement begins on the Effective Date and continues for one (1) year. It automatically renews for successive one-year terms unless either Party gives written notice of non-renewal at least thirty (30) days before the then-current term ends.

11.2 Either Party may terminate without cause by giving thirty (30) days' prior written notice.

11.3 Either Party may terminate immediately if the other Party: (a) loses or has restricted a required license; (b) is excluded from Medicare or Medicaid; (c) materially breaches this Agreement and fails to cure within ten (10) days after written notice; or (d) engages in conduct that reasonably jeopardizes patient safety.

11.4 Upon termination, Tenant shall vacate the Premises, remove Tenant's property, finish documentation for care already provided, and pay Rent through the last Clinic Day used. Both Parties shall cooperate on continuity of care and records access required by law.

12. Non-Solicitation

For ninety (90) days after termination, Tenant shall not solicit Landlord's employees to leave Landlord. This Section does not restrict any patient's right to choose a provider and does not prohibit general advertising.

13. General Provisions

13.1 Governing Law. This Agreement is governed by the laws of the State of Nevada. Venue lies in the state courts of Washoe County, Nevada, unless federal jurisdiction applies.

13.2 Entire Agreement. This Agreement is the entire agreement between the Parties concerning the Premises and supersedes all prior discussions. It may be amended only by a writing signed by both Parties.

13.3 Severability. If any provision is held invalid, the remaining provisions continue in effect. If a provision would create an employment relationship prohibited by NRS 636.373, or a profit-sharing lease prohibited by NRS 636.372 or NAC 636.240, the Parties shall reform that provision to preserve a lawful space rental and independent practice.

13.4 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that Landlord may assign it to a successor owner of the optometric practice who is licensed to practice optometry in Nevada.

13.5 Notices. Notices must be in writing and delivered by hand, overnight courier, or email with confirmation to the addresses stated in this Agreement or updated in writing.

13.6 Counterparts. This Agreement may be signed in counterparts, including electronic signatures. Each counterpart is an original.

13.7 Waiver. Failure to enforce any provision is not a waiver of that provision or of any other provision.

13.8 No Third-Party Beneficiaries. This Agreement does not create rights in any person other than the Parties, except as required by patient-rights or payer law.

13.9 Real-estate and board review. The Parties acknowledge that counsel may require a separate formal lease, a fair-market-rent appraisal, and confirmation that the arrangement satisfies the Nevada State Board of Optometry and the Nevada State Board of Medical Examiners.

14. Signatures

The Parties have signed this Agreement as of the Effective Date.

LANDLORD:

[Location 1]

By: _____

Name: _____

Title: Owner

Date: _____

TENANT:

_____, M.D. / D.O.

Nevada Medical License No.: _____

NPI: _____

Date: _____

Materials for Item No. 6

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

[Licensee1], O.D.
[Licensee1 email address]
[Licensee2], O.D.
[Licensee2 email address]
via email only

Re: NSBO Complaint# 27-06
Patient: [Patient] (DOB [month/date] 2003)

Dear Licensees:

This office received a complaint alleging that your care and treatment of the above-referenced patient may have been unprofessional as defined in Nevada Revised Statute (NRS) 636.295 and Nevada Administrative Code (NAC) 636.230. It alleges on 8/17/2026 at [Location 1]:

Inaccurate Documentation of Patient Complaint

Patient's appointment was for a routine annual/wellness eye examination and a new eyeglass prescription. He also indicated on the front-office form that he wanted contact lenses yet an eyeglass prescription was provided.

Patient did not report "blurred vision" as his presenting complaint, yet that is what is reflected in the records.

Multiple Diagnostic Tests Performed Before Provider Examination

Several additional diagnostic procedures were performed before Patient was examined by the optometrist, including:
CPT 92060 – Sensorimotor Examination: $65.00
CPT 92250 – Fundus Photography: $80.00
CPT 92273 – Electroretinography (ERG): $135.00
CPT 92499 – QuantifEye: $20.00
These additional services totaled $300.00.

What clinical indication justified electroretinography (92273) in a 23-year-old presenting for a routine annual eye examination and what findings supported the sensorimotor examination (92060).

Additionally, an Optomap retinal examination had already been selected for the visit. Is the separately listed fundus photography (92250) the same retinal imaging? Or an additional procedure? Does the documentation supports this charge?

The practice also charged CPT 92499 for "QuantifEye." Why it was indicated? What findings or interpretation resulted from the test?

Lack of Clear Explanation and Informed Consent

Patient was not provided a clear explanation of why each test was necessary, what condition was suspected, whether the testing was routine or optional, what the procedures involved, or what additional charges would result. This raises concern regarding whether meaningful informed consent was obtained before the additional diagnostic procedures were performed. Please produce any consent documentation and explain whether these tests and charges were adequately explained and authorized.

Disclosure of Another Patient's Confidential Information

A particularly serious concern occurred when Patient's paperwork included an eyeglass prescription belonging to another patient. The enclosed prescription of a third-party patient is dated August 17, 2026, the same date as Patient's appointment. The document contains another patient's full name, date of birth, home address, eyeglass prescription, prescription number, and treatment/lens information. This prescription was found amongst Patient's paperwork and clearly did not belong to him.

This incident also creates an additional serious concern: if another patient's confidential medical document was mistakenly placed in Patient's paperwork, then the concern is that Patient's records or Patient's mother [Patient mother]'s records may likewise have been mistakenly placed in another patient's file or provided to another individual. Please advise on the practice's records and disclosure procedures, and state after your investigation into it whether any of Patient's medical information was inadvertently placed in another patient's chart, paperwork, or possession, and whether any additional unauthorized disclosure occurred.

Professional and Clinical Environment

Several female technicians performing patient-facing clinical duties wore their long hair completely down while working around patients and diagnostic equipment. Patient's concern is not their personal appearance or hairstyle, but whether loose hair in a clinical setting creates avoidable hygiene, infection-control, equipment, or workplace-safety concerns. Please advise on the practice's clinical hygiene and professional standards and if they were being followed.

Overall

If not already addressed in your future response, ensure that your response addresses:

Patient's original intake form and actual reason for the visit;
why "blurred vision" was subsequently documented and by whom;
the medical necessity and diagnosis codes supporting CPT 92060, 92250, 92273, and 92499;
what information from those images were incorporated into your examination;
whether CPT 92250 duplicated or represented the previously selected Optomap retinal imaging;

whether adequate explanation and informed consent were provided before the additional testing;
why the requested contact-lens prescription was not provided but instead only eyeglasses prescriptions was provided;
how another patient's confidential prescription became included in Patient's paperwork; and
whether Patient's and his mother Iryna Shubina's paperwork were mistakenly placed in another patient's medical record or paperwork, or otherwise disclosed to another individual.

You may choose to issue your own separate response or provide a joint response.

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

Your reply to director@nvoptometry.org is due on or by the close of business **September 21, 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, [Licensee 1] will be referred to as "Licensee 1," [Licensee 2] as "Licensee 2," the location or business as "Location 1," and the patient as "Patient." Do NOT place your response on your personal or office letterhead.**

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

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

NRS 636.295(8) (unprofessional conduct in the practice of optometry);
NRS 636.295(13)(b) (The maintenance, availability or distribution of any medical record of a patient");
45 CFR §§ 164.400-414 (The HIPAA Breach Notification Rule for improperly dispersing protected health information);
NAC 636.210(5)(a) ("An optometrist has the ultimate responsibility for 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).

Respectfully,

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

EDWARD J. HANIGAN
ATTORNEY AT LAW
2850 W HORIZON RIDGE PKWY, SUITE 200
HENDERSON, NEVADA 89052

(702) 434-1300
FAX (702) 434-6405
ejh@haniganlaw.com

September 17, 2026

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

director@nvoptometry.org

Re: NSBO Complaint# 27-06
Patient: [redacted]

Dear Mr. Schneider:

I represent Licensee 1 and Licensee 2 in the above matter. Additionally, although the professional corporation (the "Practice") employing the above Licensees is not named in the Complaint, because the Complaint alleges a possible violation under NAC 636.210(5)(a) this response is also on behalf of the Practice. My clients take this matter seriously and have investigated it thoroughly. They have requested that I respond on their behalf.

Exhibit A is the completed Certificate of Custodian of Records. Any documents not referred to in this response as a separate exhibit are attached to **Exhibit A.**

Statement of Law.

The Complaint alleges possible violations of

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

NRS 636.295(13)(b) (The maintenance, availability or distribution of any medical record of a patient);

45 CFR §§ 164.400-414 (The HIPAA Breach Notification Rule for improperly dispersing protected health information);

NAC 636.210(5)(a) ("An optometrist has the ultimate responsibility for 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)."

This proceeding is governed by Nevada Revised Chapter ("NRS') 622A.

NRS 622A.370(1) provides that the "prosecutor has the burden of proof in any hearing pursuant to this chapter. The standard of proof in such a hearing is a preponderance of the evidence."

NRS 622A.370(5) provides that "As used in this section. "preponderance of the evidence" has the meaning ascribed to it in NRS 233B.0375.

NRS 233B.0375 states as follows, "Preponderance of the evidence" means evidence that enables a trier of fact to determine that the existence of the contested fact is more probable than the nonexistence of the contested fact.

NRS 636.295(8) and (13) provide as follows:

> "The following acts, conduct, omissions, or mental or physical conditions, or any of them, committed, engaged in, omitted, or being suffered by a licensee, constitute sufficient cause for disciplinary action:
>
> 8. Perpetration of unethical or unprofessional conduct in the practice of optometry.
>
> ...
>
> 13. Any violation of a state or federal law or regulation relating to or involving the practice of optometry, including, without limitation, a violation relating to:
>
> (b) The maintenance, availability or distribution of any medical record of a patient."

The alleged possible violations of 45 CFR §§ 164.400-414 and NAC 636.210(5)(a) are either derivative of the above or encompassed within the above sections of NRS 636.295.

As evidenced by the following discussion, there has been no violation of NRS 636.295, 45 CFR §§ 164.400-414 or NAC 636.210(5)(a)

Statement of Facts.

My clients do not agree with the allegations in the complaint.

Licensee 2 did not examine the Patient on the date in question, August 17, 2026, and did not order any exams for the Patient on that date or thereafter. Furthermore Licensee 2 had no preceptor, employer, or supervisory authority over Licensee. It appears that Licensee 2's name appears on the Patient's records (See **Exhibit B-Patient Encounter 09/13/2022)** from an exam three years earlier, in 2022, and that is the only reason Licensee 2 in included in this Complaint. Accordingly,

the Complaint should be dismissed as to Licensee 2.

The following are the allegations stated in the Complaint and the responses thereto as investigated, researched and referenced by the Practice.

Allegation: "Inaccurate Documentation of Patient Complaint. Patient's appointment was for a routine annual/wellness eye examination and a new eyeglass prescription. He also indicated on the front-office form that he wanted contact lenses, yet an eyeglass prescription was provided."

Response: The patient's visit included both the stated eyeglass-frame concern and a reported history of blurred vision, supporting the clinical scope of the encounter and wellness-visit billing.

Prior to the Patient's appointment the Patient completed the on-line intake form labeled **Exhibit C**. On page 3 of the form in response to the question "Please tell us why you're coming to see us." The Patient responded, "Fixing glasses frames". On page 4 of the form in answer to the question "What problem are you having?" The Patient responded, "Broken Frames". Prior to Licensee 1 seeing the Patient the staff confirmed with the Patient that he was there only for glasses. During the exam Licensee 1 asked the Patient, "just here for glasses?". To which he responded "yes". At no time during the exam did the Patient mention a desire for contact lenses.

The Patient was twenty-three years old at the time of the examination on August 17, 2026. He did not exhibit any mental deficiencies or inability to understand the questions asked of him. English is his native language.

Allegation: Patient did not report "blurred vision" as his presenting complaint, yet that is what is reflected in the records.

Response: The Patient Encounter form labeled **Exhibit D** is based upon Licensee 1's encounter with the Patient and the Patient's answers to Licensee 1's questions. The Patient Encounter Form states the Patient has "Blurry Vision" and that the Patient stated to Licensee 1 that he needed glasses for "driving/distance". Page 3 of the Patient Encounter form indicates that the Patient is a habitual glass wearer. During the verbal history, the patient also reported blurred vision for approximately one week and presented with broken eyeglasses that had been taped together. The clinical record should be read as a whole, including both the written intake information and the history documented during the encounter. The visit was billed using code S0260 (wellness visit), which accurately reflects both reasons for the visit.

The results of the examination and Patient's responses clearly show that without prescription glasses the Patient has blurry vision.

Allegations: Multiple Diagnostic Tests Performed Before Provider Examination. Several additional diagnostic procedures were performed before Patient was examined by the optometrist, including:
CPT 92060 - Sensorimotor Examination: $65.00 CPT 92250 - Fundus Photography: $80.00 CPT 92273 - Electroretinography (ERG): $135.00 CPT 92499 - QuantifEye: $20.00

These additional services totaled $300.00.

What clinical indication justified electroretinography (92273) in a 23-year-old presenting for a routine annual eye examination and what findings supported the sensorimotor examination (92060).

Additionally, an Optomap retinal examination had already been selected for the visit. Is the separately listed fundus photography (92250) the same retinal imaging? Or an additional procedure? Does the documentation support this charge?

The practice also charged CPT 92499 for "QuantitEye." Why it was indicated? What findings or interpretation resulted from the test?

Response: The clinical testing was supported by documented findings, prior retinal history, and distinct diagnostic purposes rather than duplicative or automatic testing.

A. Sensorimotor Examination - CPT 92060

Preliminary RightEye sensorimotor screening produced an abnormal near-point-of-convergence result. See **Exhibit D.** Licensee 1 therefore ordered a diagnostic sensorimotor examination to evaluate the suspected binocular-vision abnormality.

This sequence is clinically coherent because the screening and diagnostic examination answer different questions. Screening identifies a patient who may be at increased risk for a binocular-vision disorder; CPT 92060 requires multiple measurements of ocular alignment or vergence together with professional interpretation and a report. An abnormal near point of convergence therefore provides a reasonable basis for a more complete diagnostic assessment rather than constituting duplicative testing.

The American Academy of Ophthalmology (AAO) Adult Strabismus Preferred Practice Pattern identifies convergence insufficiency as a condition requiring evaluation of ocular alignment and vergence and describes the near point of convergence as a relevant component of the sensorimotor assessment.[1] AAO likewise identifies a receded NPC as one of the most common signs of convergence insufficiency and notes that an NPC greater than approximately 6 cm is generally considered abnormal in a pre-presbyopic patient.[2] Thus, an abnormal NPC screening result provides a recognized clinical reason to investigate binocular function more completely. The AAO Preferred Practice Pattern describes a detailed sensorimotor examination in the evaluation of convergence insufficiency, including assessment of deviation at distance and near, fusional vergence, and NPC. The National Eye Institute also explains that diagnosis of convergence insufficiency requires examination of how well the eyes converge and how much they deviate at the near working distance compared with distance; patients can have otherwise good visual acuity and still have convergence insufficiency.[3] These independent sources support the clinical sequence of abnormal screening followed by diagnostic binocular-vision testing. CPT 92060 describes a sensorimotor examination with multiple measurements of ocular deviation … with interpretation and report.[4] Therefore, when the subsequent examination includes the requisite multiple measurements and a professional interpretation/report, 92060 addresses a different clinical

question from the initial screening: it characterizes and documents the suspected ocular-motor/binocular disorder.

RightEye describes separate Sensorimotor Screening and Exam functions. Its screening platform includes NPC among the tests used to identify potential binocular-vision abnormalities, while its Sensorimotor Exam represents a comprehensive examination associated with CPT 92060.[5] RightEye has also published a clinical workflow describing a failed Sensorimotor Screener, the provider's clinical decision additional testing is appropriate, obtainment of consent, followed by the Sensorimotor Exam.[6] The manufacturer's material is supplemental evidence; the more important support is the independent AAO and NEI literature establishing abnormal NPC/possible convergence insufficiency as a legitimate reason for detailed sensorimotor evaluation.

As a common definition, screenings do not diagnose pathological conditions. Rather a screening identifies the subject as being at a higher risk than the general population for the condition being screened. The clinician then ordered CPT 92060 to determine and document the nature and extent of the binocular-vision abnormality. This is materially different from automatically performing 92060 on every screened patient regardless of findings.

Accordingly, the sensorimotor examination had an independent diagnostic purpose. Its clinical support depends on documentation of the abnormal screening result, the physician's reason for further evaluation, the required measurements, and the resulting interpretation and report.

B. Fundus Photography - CPT 92250

The 2022 record documented peripheral white without pressure (WWOP). See **Exhibit B.** Before the 2026 visit, Licensee 1 reviewed the patient's previous encounter record and determined that baseline fundus photography was appropriate to document the lesion's location, extent, and borders and to facilitate future comparison. Because WWOP may require differentiation from other peripheral retinal findings, higher-resolution Optomap Plus imaging served a diagnostic documentation function distinct from elective screening. The service was performed after its purpose, and any applicable charges were explained.

WWOP is an established peripheral retinal abnormality appropriate for longitudinal documentation and The American Academy of Ophthalmology classifies WWOP as an intraretinal peripheral retinal degeneration within the H35.4 family. WWOP has sharply demarcated margins, occurs in the peripheral/post-equatorial retina, may be associated with longer axial length, and lesions may appear to change or migrate over time. Experts recommend periodic follow-up.[7] Establishing and maintaining photographic documentation of a previously diagnosed peripheral lesion therefore provides an objective baseline for comparison with future examinations.

C. Macular Pigment Optical Density Testing - Reported as CPT 92499

Quantifeye MPOD testing was offered as an elective, self-pay assessment of macular pigment optical density. The literature supports MPOD as a measurable biomarker associated with aspects of visual performance, including contrast sensitivity, glare disability, and photostress recovery.

The Practice does not rely on MPOD as a stand-alone diagnosis or as a validated predictor that an individual patient will develop age-related macular degeneration. The patient elected the service after its purpose, limitations, and charge were explained.

Quantifeye uses heterochromatic flicker photometry to estimate macular pigment optical density. A published device-comparison study found high Quantifeye test-retest agreement and a strong correlation with fundus reflectance ($r=0.87$, $p<0.001$).[8] MPOD is an optical measure of macular pigment concentration; it does not directly assay blood or separately quantify lutein, zeaxanthin, and meso-zeaxanthin. These three xanthophyll carotenoids constitute macular pigment and function as short-wavelength light filters and antioxidants in the macula.[9] A systematic review/meta-analysis of 22 publications found significant associations between MPOD and contrast sensitivity, photostress recovery, and glare disability, supporting the clinical relevance of measuring macular pigment in relation to visual performance.[10] A meta-analysis of randomized trials found that supplementation with lutein, zeaxanthin, and/or meso-zeaxanthin increased MPOD in both healthy participants and patients with AMD.[11] Higher MPOD has also been associated with better performance on certain glare-related measures, but the cited observational study does not show that supplementation significantly improved every named glare outcome.[12]

Regarding AMD, observational studies and reviews support a biologically plausible relationship between macular pigment status and macular health. Beatty et al., for example, reported significantly less macular pigment in healthy eyes considered predisposed to AMD.[13] This supports discussion of MPOD as a risk-related or preventive biomarker, but not as proof that low MPOD independently predicts future AMD.

This service was offered as preventive/screening information rather than represented as a medically necessary covered diagnostic test. CMS distinguishes services furnished solely for screening from diagnostic services directed at a specific medical problem, except where Medicare expressly covers a preventive benefit. CMS also permits a beneficiary to elect certain potentially noncovered services and accept financial responsibility after appropriate advance notice.[14]

D. Full-Field Electroretinography - CPT 92273

A one-time RETeval full-field ERG was performed to establish an objective baseline of generalized retinal function in the setting of documented WWOP and myopia. The test was not intended to diagnose or map the localized WWOP lesion, and the Practice does not contend that every patient with WWOP requires electrophysiology. Instead, it supplied retinal functional information complementary to structural retinal imaging. The patient proceeded after the purpose of the test and any applicable charge were explained.

The clinical question is whether it was reasonable to obtain a full field electroretinogram (ftERG), using the RETeval handheld system, in a 23-year-old male patient with white-without-pressure (WWOP) in the peripheral retina and approximately -3.00 diopters of myopia, for the purpose of establishing an objective baseline of retinal function. While the literature does not establish that every patient with WWOP requires ERG, nor that ffERG directly measures the localized WWOP lesion, the support rests on the recognized role of ffERG as an objective test of generalized retinal function, the classification of WWOP as a peripheral retinal degeneration, the documented

relationship between WWOP and myopia/axial elongation, and evidence that myopic eyes - including young adults - can demonstrate measurable electrophysiologic differences.

The American Academy of Ophthalmology classifies WWOP among intraretinal peripheral retinal degenerations and identifies H35.4 as the ICD-10 family for peripheral retinal degeneration.[15] Thus, the patient had an identified peripheral retinal abnormality in addition to myopia.

Research indicates WWOP has a documented association with myopia and axial elongation. Karlin and Curtin examined more than 1,400 predominantly myopic eyes and reported a statistically significant association between increased axial length and four peripheral chorioretinal degenerations, specifically including white-without-pressure, pigmentary degeneration, paving-stone degeneration, and lattice degeneration.[16]

Chen and colleagues later evaluated young highly myopic eyes and found WWOP to be one of the most common peripheral retinal findings. WWOP was present in 57.2% of highly myopic eyes compared with 5.8% of emmetropic eyes ($p<0.001$). Although the patient at issue was a moderate rather than high myope, these studies establish a recognized relationship between myopic/axially elongated eyes and peripheral retinal change.[17] The patient's -3.00 D myopia is therefore relevant clinical context.

Full-field ERG is an established objective test of generalized retinal function.

The 2022 International Society for Clinical Electrophysiology of Vision (ISCEV) Standard describes the full-field ERG as a "mass electrophysiological response to diffuse flashes of light" that is widely used to assess generalized retinal function. ISCEV further explains that standard ffERG assesses generalized retinal function under dark-adapted and light-adapted conditions, providing information regarding major rod and cone-mediated retinal pathways.[18] Accordingly, the purpose of the test was not to image, map, or quantify the discrete WWOP lesion. It was to obtain an objective physiologic baseline of generalized retinal function in a patient who already demonstrated a peripheral retinal degenerative finding. Structural examination documents retinal appearance; electrophysiology measures retinal response to light.

Published evidence supports ERG as a measure of retinal function in myopia. A systematic review by Zahra and colleagues examined global flash ERG findings in human refractive error (2023). The review included eight eligible studies involving 552 participants aged 7 to 50. The review found that myopia was associated with attenuation of photoreceptor a-wave and bipolar-cell b-wave function and concluded that the global flash ERG waveform appears altered in myopic eyes.[19] These findings are group-level research evidence that myopia can affect ERG parameters; they do not establish that ffERG is clinically indicated for an individual asymptomatic patient with moderate myopia.

E. Optomap Imaging

The elective Optomap screening and physician-ordered Optomap Plus fundus photography were clinically distinguishable because they were separate acquisitions performed for different purposes. The patient elected the screening image. See **Exhibit E.** Licensee 1 separately ordered

higher-resolution diagnostic photography to document the pre-existing WWOP finding and completed a professional interpretation and report.

Technical Distinction Between Optomap Screening and Optomap Plus Diagnostic Imaging

Optos materials describe ultra-widefield optomap imaging as capturing up to approximately 200° (about 82% of the retina) in a single image. Product-specific resolution and modality specifications vary by device and image mode; the record should identify the device, acquisition mode, and settings actually used rather than assume a universal 20-µm-versus-14-µm distinction across Daytona, California, Monaco, and Silverstone platforms.[20]

The distinction rests on clinical purpose, acquisition, and documentation-not merely on the fact that two retinal images were obtained. The screening service was patient-elected and preventive. The diagnostic study was ordered for a known retinal finding, acquired at higher resolution, and accompanied by professional interpretation. So long as the record reflects two separate acquisitions and their distinct purposes, the services are not properly characterized as duplicate imaging or as relabeling a screening image for diagnostic billing.

Allegations: Lack of Clear Explanation and Informed Consent. Patient was not provided a clear explanation of why each test was necessary, what condition was suspected, whether the testing was routine or optional, what the procedures involved, or what additional charges would result. This raises concern regarding whether meaningful informed consent was obtained before the additional diagnostic procedures were performed. Please produce any consent documentation and explain whether these tests and charges were adequately explained and authorized.

Response:

All elective screening services were explained to the Patient and consented to by the Patient either orally or in writing.

According to the technician's statement (see **Exhibit F)** and the Practice's established protocol, the proposed services were explained before performance, including their clinical purpose, elective or diagnostic status, anticipated insurance treatment, and the patient's option to decline. The patient signed written elections for the self-pay Quantifeye macular pigment optical density (MPOD) assessment and Optomap screening. See **Exhibit E-Optomap Retinal Exam Consent.** For the physician-ordered sensorimotor evaluation, diagnostic fundus photography, and full-field electroretinography (ERG), the technician documented verbal authorization before testing proceeded.

Nevada law does not require a separate signed consent form for routine, noninvasive optometric diagnostic testing such as fundus photography, ERG, or a sensorimotor examination. On that basis, the Practice's use of documented verbal authorization for those diagnostic services was reasonable.

Allegation: Disclosure of Another Patient's Confidential Information. Please advise on the

practice's records and disclosure procedures, and state after your investigation into it whether any of Patient's medical information was inadvertently placed in another patient's chart, paperwork, or possession, and whether any additional unauthorized disclosure occurred.

Response: The Practice takes Patient privacy and its obligations under the Health Insurance Portability and Accountability Act ("HIPPA"} very seriously. In over thirty (30) years of practice there has never been an allegation that the Practice inadvertently, negligently or intentionally disclosed patient information to an unauthorized party. **Exhibit G** is the Practice's *Notice of Privacy Practices* and the Patient's *Acknowledgment of Notice of Privacy Practices.*

A. HIPAA Requires Reasonable Safeguards, Not Elimination of Every Possible Risk

The HIPAA Privacy Rule requires covered entities to maintain reasonable and appropriate administrative, technical, and physical safeguards to prevent impermissible uses or disclosures of PHI. HHS expressly explains that 'reasonable safeguards' require reasonable efforts to protect Protected Health Information ("PHI") but do not guarantee elimination of every conceivable privacy risk. The practice maintains privacy policies and procedures intended to protect patient records and limit unauthorized disclosure.[21]

All practice staff receive HIPAA training upon hire and are periodically re-certified. This is consistent with HHS requirements that covered entities train workforce members on privacy policies and procedures appropriate to their functions.[22] In addition, the practice contracts with Practice Performance Partners (formerly Practice Compliance Solutions) for external compliance support. That organization performs an annual premises/compliance audit and provides guidance and recommendations intended to maintain and improve HIPAA compliance. These measures supplement the practice's internal privacy safeguards and demonstrate an ongoing compliance program rather than an absence of privacy controls.

B. How the Allegation Was Evaluated

HIPAA distinguishes a reported or suspected incident from a substantiated breach. When an impermissible use or disclosure of unsecured protected health information is established, the Breach Notification Rule generally applies subject to its regulatory exceptions and risk-assessment provisions.

HHS requires covered entities to maintain privacy policies, train workforce members, employ reasonable safeguards, and mitigate known improper disclosures.[22] The practice maintains HIPAA policies, workforce training, periodic re-certification, external compliance review, and administrative safeguards governing patient information. Any credible privacy allegation is therefore reviewed through the practice's compliance process, and corrective measures are implemented if an investigation identifies a deficiency.

The Practice reviewed its clerical procedures in an effort to determine how the Patient and his

mother allegedly came into possession of someone else's prescription. A possible scenario is that when the Patient requested a complete copy of the Patient's file the third-party prescription was in the printer tray and was accidentally picked up with the Patient's paperwork. The Practice's protocol requires clearing any printed pages before starting a new printing job in order to avoid this very scenario. A patient requesting his or her entire file just after the doctor's visit is rare. It is possible that this request led to the inadvertent and isolated disclosure.

The complaint speculates that Patient's or his mother's records may have been provided to another person. The Practice's investigation found no evidence supporting that allegation. No information identified during the investigation demonstrated that either individual's medical information was placed in another patient's chart or paperwork or otherwise provided to an unauthorized individual. The Practice is likewise, not aware, to its knowledge, of other similar incidents.

Allegation: Professional and Clinical Environment. Several female technicians performing patient-facing clinical duties wore their long hair completely down while working around patients and diagnostic equipment. Patient's concern is not their personal appearance or hairstyle, but whether loose hair in a clinical setting creates avoidable hygiene, infection-control, equipment, or workplace-safety concerns. Please advise on the practice's clinical hygiene and professional standards and if they were being followed.

Response: The Practice educates its personnel on appropriate hygiene and sanitation procedures. Long hair worn down during routine, noninvasive optometric testing does not, without more, establish a violation of a recognized outpatient infection-control standard. Applicable guidance focuses on hand hygiene, environmental cleaning and disinfection, appropriate personal protective equipment, and reprocessing of reusable patient-care equipment. The relevant inquiry is whether hair contacted the patient or a disinfected surface, interfered with equipment or protective equipment, or otherwise created a reasonably foreseeable contamination or safety risk. The Joint Commission does not prescribe specific surgical-attire requirements. It expects organizations to develop attire and infection-prevention policies based on applicable law, evidence-based guidance, the procedures performed, and the organization's risk assessment.[23] This approach supports a risk-based distinction between hair that merely remains down and hair that interferes with safe patient care or contaminates a clinical surface.

The technicians at issue were performing patient-facing clinical duties involving routine noninvasive diagnostic equipment. In that setting, long hair worn down, without evidence that it contacted the patient, contaminated disinfected equipment, interfered with PPE, or created an equipment hazard, is not by itself evidence of deficient infection control. Conversely, if hair repeatedly contacted chin rests, forehead rests, electrodes, diagnostic surfaces, or patients, securing it would be an appropriate hygiene measure.

The Practice's infection-control expectations are risk based. Staff are expected to secure hair whenever necessary to prevent contact with patients, diagnostic surfaces, equipment, or protective gear. In the absence of evidence that such contact or interference occurred here, the allegation concerning hairstyle alone does not establish deficient infection-control practice.

Neither the Patient nor his mother complained of the Practice's hair at the time of their exam. Nor

have they alleged that anyone's hair came into contact with them or created a health hazard. The Practice has not received complaints from any other patients of its employees' hair coming into contact with them or posing a health hazard.

Conclusion.

1. **There is no evidence that Licensee 2 was involved in any of the actions or omissions alleged in the Complaint.** There is no evidence that Licensee 2 violated any statute or regulation. Licensee 2 had nothing to do with the Patient or his mother on the date complained of. She examined the Patient three years earlier. Apparently, she is only included in the Complaint because her name appears on the Patient Encounter form from an exam three years earlier. The Complaint should be dismissed as to Licensee 2.

2. **There is no evidence of any violation in the documentation of Patient's complaint.** The Patient's complaint was not inaccurately documented. **Exhibits C and D** accurately set forth the reason for the Patient's visit and the results of that visit.

3. **There is no evidence that unnecessary tests were performed.** The diagnostic tests performed were reasonable and necessary in the professional opinion of Licensee 1 and the Practice. Based upon the Patient's visit in 2022 and the intake form completed by the Patient prior to appearing for his appointment it was reasonable and necessary for the tests to be performed.

4. **There is no evidence that Patient did not give informed consent.** All tests were clearly explained to Patient, and he consented to those tests. See **Exhibits D, E and F.**

5. **There is no evidence that the Patient's or his mother's information was disclosed to a third party. The alleged disclosure of the third-party prescription appears to be an isolated inadvertent incident.** The alleged disclosure of another patient's prescription appears to be an isolated event caused by the unusual occurrence of a patient requesting a copy of the patient's entire file after an exam. After a thorough investigation, the Practice has not discovered any other incident of this kind in over thirty years.

6. **There is no evidence of a breach of safety standards.** The Practice maintains rigid requirements for its professional and clinical environment. The Complaint produces no evidence of a breach of hygiene, infection-control or workplace-safety standards. Merely employing female staff members with long hair which does not make contact with patients or equipment does not constitute a breach of safety standards.

The burden of proof required by Nevada law, by a preponderance of evidence or otherwise, has not been met in this case. Accordingly, the Complaint must be dismissed in its entirety.

Sincerely,

/s/

Edward J. Hanigan, Esq.

References:

1. American Academy of Ophthalmology. Adult Strabismus Preferred Practice Pattern. Current guidance identifies convergence-insufficiency evaluation as including a detailed sensorimotor assessment.
2. American Academy of Ophthalmology. "Convergence Insufficiency." Receded near point of convergence is a common clinical sign; near point of convergence greater than approximately 6 cm is generally considered abnormal in a pre-presbyopic patient.
3. National Eye Institute. "Convergence Insufficiency." Diagnosis includes evaluating how well the eyes converge and how much they deviate at near working distance compared with distance; normal visual acuity does not exclude convergence insufficiency.
4. U.S. National Library of Medicine/ VSAC CPT reference. CPT 92060 describes a sensorimotor examination with multiple measurements of ocular deviation, with interpretation and report.
5. RightEye. Sensorimotor product information. Describes separate screening and examination modules, includes near-point-of-convergence testing, and identifies the Sensorimotor Exam with CPT 92060.
6. RightEye. Published clinical workflow describing a failed Sensorimotor Screener followed by the Sensorimotor Exam. The patient elected to proceed after the test was explained; the examination was performed; the results and interpretation report were documented; eyeglasses were prescribed; and follow-up was recommended in one year.
7. American Academy of Ophthalmology, Peripheral Retinal Degenerations. Classifies WWOP as intraretinal peripheral retinal degeneration and describes its appearance and follow-up.
8. van der Veen RLP et al. Eye. 2011; 25: 105-112. Quantifeye HFP validation; PMCID: PMC3144644.
9. Bernstein PS et al. Prog Retin Eye Res. 2016;50:34-66. PMID: 26541886.
10. Johnson EJ, Avendano EE, Mohn ES, Raman G. The association between macular pigment optical density and visual function outcomes: a systematic review and meta-analysis. Eye (Lond). 2021;35(6):1620-1628. doi:10.1038/s41433-020-01124-2. PMID: 32792595; PMCID: PMC8169741.
11. Ma L, Liu R, Du JH, Liu T, Wu SS, Liu XH. Lutein, zeaxanthin and meso-zeaxanthin supplementation associated with macular pigment optical density. Nutrients. 2016;8(7):426. doi:10.3390/nu8070426. PMID: 27420092; PMCID: PMC4963902.
12. Stringham JM, Hammond BR. Optom Vis Sci. 2008;85:82-88. doi: 10.1097/OPX.0b0 13e318162266e.
13. Beatty S et al. Invest Ophthalmol Vis Sci. 2001; 42:439-446. PMID: 11157880.
14. Centers for Medicare & Medicaid Services. Medicare Claims Processing Manual, Pub. 100-04, Chapters 12 and 18; Medicare Learning Network, Advance Beneficiary Notice of Noncoverage Tutorial (MLN909183).
15. American Academy of Ophthalmology. Peripheral Retinal Degenerations. Classifies white-without-pressure among intraretinal peripheral retinal degenerations (H35.4).
16. Karlin DB, Curtin BJ. Peripheral chorioretinal lesions and axial length of the myopic eye. Am J Ophthalmol. 1976;81(5):625-635. doi:10.1016/0002-9394(76)90129-X.

17. Chen DZ, Koh V, Tan M, et al. Peripheral retinal changes in highly myopic young Asian eyes. Acta Ophthalmol. 2018. PMID: 29575821.
18. Robson AG, Frishman LJ, Grigg J, et al. ISCEV Standard for full-field clinical electroretinography (2022 update). Doc Ophthalmol. 2022; 144: 165-177. doi: 10.1007/s10633-022-09872-0.
19. Zahra S, Murphy MJ, Crewther SG, Riddell N. Flash Electroretinography as a Measure of Retinal Function in Myopia and Hyperopia: A Systematic Review. Vision (Basel). 2023;7(1): 15. doi: 10.3390/vision7010015.
20. Optos. The Benefits of optomap Imaging. Describes ultra-widefield retinal imaging of up to approximately 200° or 82% of the retina in a single capture; device and modality specifications should be verified for the platform and settings actually used. Source
21. HHS, Standards for Privacy of Individually Identifiable Health Information. HHS explains that reasonable safeguards require reasonable efforts and do not require elimination of every potential privacy risk.
22. U.S. Department of Health and Human Services (HHS), Summary of the HIPAA Privacy Rule. Covered entities must maintain privacy policies, train workforce members, use reasonable safeguards, and mitigate known improper disclosures.
23. The Joint Commission. Standards FAQ/ surgical attire. Joint Commission does not prescribe specific attire requirements and expects organizational policies to reflect law, evidence-based guidance, procedures performed, and risk assessment.

Counsel- I've received the response on behalf of your clients. I write in anticipation of what the Board might ask/discuss during their deliberations based their review of same, and what I anticipate will require your clients' supplemental response. Let me explain.

As we know, the inquiry letter cites to 45 CFR 164.404-414 (HIPAA Breach Notification Rule) and NRS 636.295 (failure to comply with federal law relating to optometric services constitutes unprofessional conduct). These laws are relevant when one of the allegations is even if inadvertently, your client(s) allowed and/or had ultimate oversight responsibility for a third-party patient's PHI being breached when it was provided to the complainant and his mother.

I provided you that third-party patient's prescription which the complainant had provided to the Board to substantiate the allegation of a breach in PHI. Yet on page 10, line 1, your clients choose to use the word "allegedly." If your clients bona fide deny ever dispersing the subject PHI to the complainant and his mother, then your clients' word choice of "allegedly" remains apt and I anticipate the Board will want to know your clients' best analysis for how the complainant received the breached PHI if not from your clients.

If there is no denial of the breach, the question remains if your clients have informed the third-party patient about the breach to comply with federal law, and by proxy NRS 636.295(13). To be clear: 1) an act of unprofessional conduct includes the improper disclosure of any protected information of a patient (NRS 636.295(13)(c)); and 2) a covered entity shall, following the discovery of a breach of unsecured protected health information, notify each individual whose unsecured protected health information has been disclosed, and timely provide the individual specific information about it. (45 CFR 164.404(a)-(d)).

Bearing in mind the above, **please provide a supplemental response on or by October 6, 2026.** Please also note that absent any statutory citations, I would not consider footnotes 21 and 22 as bona fide footnotes. In other words, restating the argument in a footnote is not corroborative of the argument. If you have specific citations to the law to support your clients' argument, then of course please do so.

Please also have your clients sign the supplemental response and include a statement anywhere therein that they have reviewed and approved the initial response where relevant to the respective allegations against them. In other words, I do not expect Licensee2 to corroborate all of the letter's arguments when the records show Licensee2 did not treat the patient in 8/2026. Typed e-signatures will suffice.

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September 28, 2026

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

director@nvoptometry.org

Re: NSBO Complaint# 27-06
Patient: [Patient name] [Patient date of birth]

Dear Mr. Schneider:

This letter will serve as the Licensee's supplemental response as requested in your email of September 22, 2026.

The only reason the word "allegedly" was used in reference to the dispersal of the third-party prescription to the complainant and his mother is because neither the Practice nor the Licensees were aware of the disclosure until receiving your letter of inquiry. As the attorney for the Practice and the Licensees I was advocating on their behalf because none of them had personal knowledge of the disclosure until receiving your letter and the fact of the disclosure is based upon circumstantial evidence. Setting aside that explanation, the disclosure of the prescription to the third-party is not disputed.

The third-party has been notified of the inadvertent disclosure.

Subsequent to the incident, the Practice discussed the inadvertent disclosure with its staff in a training session. The existing protocol of clearing the printer before printing another patient's information was reviewed and reasserted.

The citation to authority in footnote 21 is the Department of Health and Human Services Standards for Privacy of Individually Identifiable Health Information found at https://www.hhs.gov/hipaa/for-professionals/privacy/guidance/standards-privacy-individually-identifiable-health-information. That site discusses the Department's requirements pursuant to 45 CFR §§ 160.103, 164.501.

The citation to authority in footnote 22 is the Department of Health and Human Services Summary of the HIPAA Privacy Rule found at https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations. That site sets forth guidelines regarding the "Privacy Rule". The Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") establishes, for the first time, a set of national standards for the protection of certain health information. The U.S. Department of Health and Human Services ("HHS") issued the Privacy Rule to implement the requirement of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

The Practice does not rely solely upon its own interpretation of the HIPPA requirements. It retains Practice Performance Partners, LLC ("PPP"), a consulting firm which specializes in HIPPA education, risk assessment and compliance specifically for eye care practices. PPP provides the Practice with comprehensive healthcare compliance services, including HIPAA-related support. PPP reviews these policies and procedures annually and conducts yearly site visits at all Practice locations. The Practice has requested that PPP render its opinion of the incident, perform an Office of Civil Rights risk analysis as required by HIPPA. That opinion and analysis is attached to this supplemental response.

Conclusion

The Practice has taken all steps necessary to comply with HIPPA. The incident was isolated. To the knowledge of respondents, the third-party patient has suffered no adverse consequences from the inadvertent release of his eyeglass prescription.

Attached hereto are the statements of the Licensees that they have reviewed and the approved the initial response.

Sincerely,

/s/

Edward J. Hanigan, Esq.

I have reviewed the response to the above complaint and approve it where relevant to the allegations against me.

[signature]
[Licensee1], O.D.

I have reviewed the response to the above complaint and approve it where relevant to the allegations against me. I was not the examining doctor on the date in question and have no personal knowledge of this matter other than having been the examining doctor of the Patient four years prior to the incidents stated in the complaint.

[signature]
[Licensee2], O.D.

Practice Performance Partners, LLC
9107 W Russel Rd Suite 100
Las Vegas, NV 89148

Navada State Optometry Board
PO Box 1824
Carson City, NV 89702
ATTN: Adam Schneider, Esq.

RE: NSBO Complaint #27-061

Dear Mr. Schneider:

Practice Performance Partners, LLC (PPP) represents [Practice business name] (Practice) in the matter referenced above. PPP provides Practice with comprehensive healthcare compliance services, including HIPAA-related support. Practice maintains patient privacy and security standards that exceed the requirements of Public Law 104-191. PPP reviews these policies and procedures annually and conducts yearly site visits at all Practice locations. Drs. [Practice business owners ODs 1 and 2] take their responsibility to protect patient data seriously and exceed professional norms or requirements. Based on PPP's more than decade-long relationship with Practice, I can attest to the exceptional commitment to protecting patient privacy.

I have reviewed all the data related to the incident presented to the Board, especially related to the concerns regarding disclosure of patient confidential information as defined by the Office of Civil Rights (OCR).

Under OCR regulations, here is our analysis of the situation.

Was there acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule?

Yes. The breach involved minimal data considered to be PHI and related to only one patient. The data was limited to basic demographics such as address and birthdate, which individuals commonly and voluntarily release to many sources. The glasses prescription data was the only PHI released.

Was the information secured (encrypted) according to HHS guidance?

Not applicable. The breach was not digital in nature but a physical release of a prescription that would not require encryption. This makes the disclosure not reportable under HIPAA.

Was the breach internal to the organization?

Yes. The disclosure was internal to the organization and did not involve any release to the internet, social media, or any external sources other than the individual patient to whom the

prescription was inadvertently released and the Nevada State Board of Optometry. This would also make the disclosure not reportable under HIPAA analysis.

Can the breached information be retained by the person taking it?

Yes. Although of no value to the patient the prescription was released to, the data was retained.

Is there a "low probability of compromise" (low risk the information could be used in any way to harm the patient)?

Yes. First, the data contained minimal PHI. Date of birth and addresses are commonly and willingly provided by individuals to multiple sources daily. The charge to protect cannot be considered to include information individuals willingly provide themselves, with no assurance of privacy. Second, the minimal PHI breach, such as ophthalmic prescriptions, would not threaten patient privacy because the information could not be used to cause patient harm. This would not, without question, constitute a serious or reportable breach.

Based on our analysis, we determined the event did not constitute a reportable breach and did not require any action beyond internal minor changes to controls and protocols to reduce the likelihood of further risk.

Under the required OCR breach analysis, the information released to the wrong individual could not be used to harm the affected patient and therefore does not constitute a major or reportable breach. We contacted the affected patient to inform them of the release of their information and assured them that, despite actions and attempts beyond what is required by OCR, the practice takes the situation very seriously and will review normal operations to reduce the likelihood of any repeat incident.

The allegation of the complainant related to disclosure of their personal health information is completely without merit. There is no evidence of any inappropriate disclosure of the complainant's personal health information. The complaint is making an unfounded concern and allegation that has no merit. This one-time event involving another patient's information does not support any basis for concern that the complainant's personal health information was also in any way compromised. The Practice has no history of privacy or security violations that would support such a blanket allegation.

Despite the obvious low risk of harm, the Practice takes this event seriously. It is reviewing operations related to data release to make sure there are no ongoing deviations that would lead to a repeat event. A complete inspection of every Practice location is scheduled for January to ensure every policy and procedure is in place to secure patient privacy. The patient whose data was released has been contacted and assured that all possible steps have been taken to reduce the likelihood of future breaches. The patient was assured that the Practice will take whatever steps necessary to mitigate any potential actions resulting from the prescription release, despite the fact those adverse actions would be remote at best.

In summary, this incident is an isolated mistake that poses little to no harm to the patient whose prescription was released and certainly no harm to the complainant. We respectfully request that the complaint related to any potential HIPAA violation be dismissed completely.

Sincerely,



Joe W DeLoach
CCO, Practice Performance Partners, LLC
joe@pppnow.com

EXHIBIT 1

Patient Encounter dated 9/13/2022 (attached to Response to Complaint as Exhibit B)
Patient Intake form dated 8/17/2026 (attached to Response to Complaint as Exhibit C)
Patient Encounter form dated 8/17/2026 (attached to Response to Complaint as Exhibit D)
Patient Consent dated 8/17/2026 (attached to Response to Complaint as Exhibit E)
Technician Notes (attached to Response to Complaint as Exhibit F)
Notice of Privacy Practices (attached to Response to Complaint as Exhibit G)
2022 Insurance Invoice
23719896 2022 Optos Screening
2026 RetEval ERG Results
23719896 2026 Fundus Photos
2371896 RetEval ERG Results 2026
23719896 2026 Optos Screening
2026 Patient Invoice

Send payments to:
[redacted]

Invoice

Service Date	Invoice Date	Invoice#
08/17/2026	08/17/2026	333533033

Patient	Patient#
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD, [redacted]	[redacted]

Bill To
[redacted]

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
92060	SENSORIMOTOR EXAM	$65.00	1	$0.00	$0.00	$0.00	$0.00	$65.00
92250	FUNDUS PHOTOGRAPHY	$80.00	1	$0.00	$0.00	$0.00	$0.00	$80.00
92273	Electroretinography (ERG)	$135.00	1	$0.00	$0.00	$0.00	$0.00	$135.00
92499	QuantifEye	$20.00	1	$0.00	$0.00	$0.00	$0.00	$20.00
S0620 Wellness	Wellness Exam New	$119.00	1	-$60.00	$0.00	$0.00	$0.00	$59.00
	Discount - VIP Exam Discount : ($60.00)							
S9986 Optomap	Optomap Retinal Exam	$44.00	1	$0.00	$0.00	$0.00	$0.00	$44.00
PAYMENT	Credit Card (Visa)- 08/17/2026							-$403.00

Sub-Total	$463.00
Discounts	-$60.00
Tax	$0.00
Total Amount	$403.00
Adjustments	$0.00
Payments Received	$403.00
Credits Granted	$0.00
Balance Due	**$0.00**

Send payments to:
[redacted]

Invoice

Service Date	Invoice Date	Invoice#
09/13/2022	09/13/2022	193262023

Patient	Patient#
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To
Eyemed Vision Care (COMMERCIAL PLANS ONLY) PO BOX8504 Mason OH 450407111

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
S0620 Wellness	Wellness Exam New Diagnoses: H52.13	$99.00	1	$0.00	$0.00	-$64.00	$0.00	$35.00
	Transfer Out - Coinsurance/Copay - Amount applied to patient copayment: ($10.00)							
	Writeoff - Eyemed Exam Adjustment : ($54.00)							
PAYMENT	EFT - 09/21/2022 - D901X003227011520163282 83							-$35.00

Sub-Total	$99.00
Discounts	$0.00
Tax	$0.00
Total Amount	$99.00
Adjustments	-$64.00
Payments Received	$35.00
Credits Granted	$0.00
Balance Due	**$0.00**

OptosADVANCE™

Image Management for Eye Care

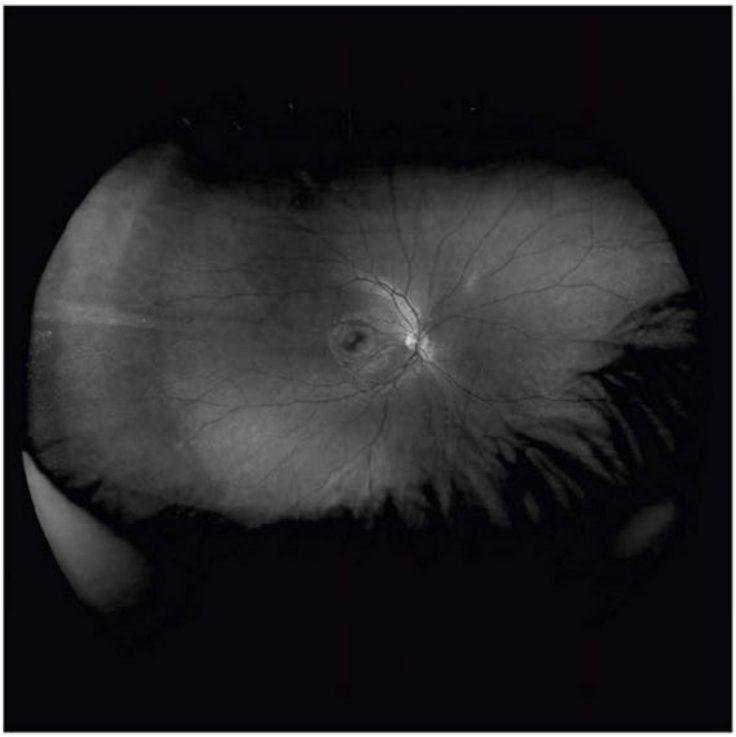
Performed On: Sep 13, 2022

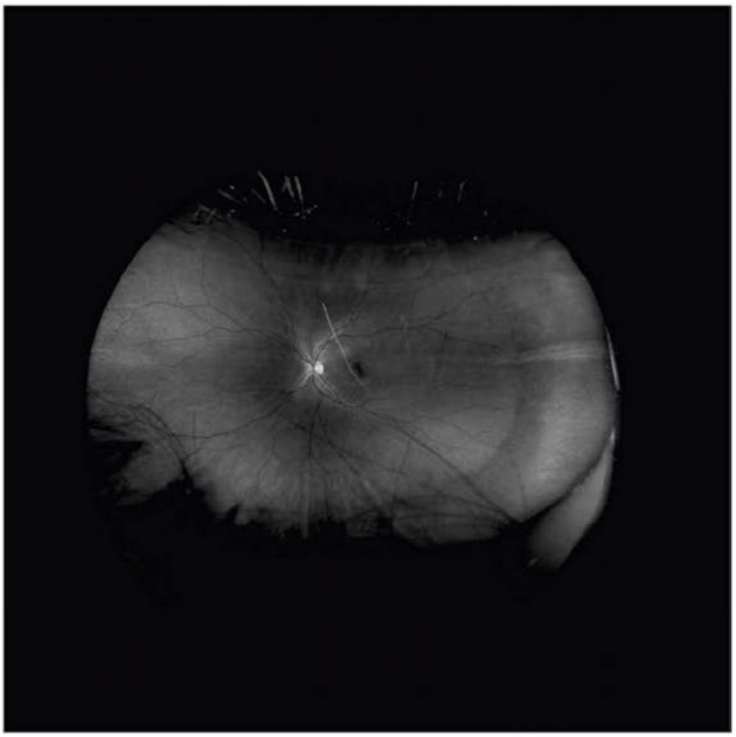
Patient ID: [redacted]

Patient's Name: [redacted]

Date Of Birth:

Institution Name: [redacted]





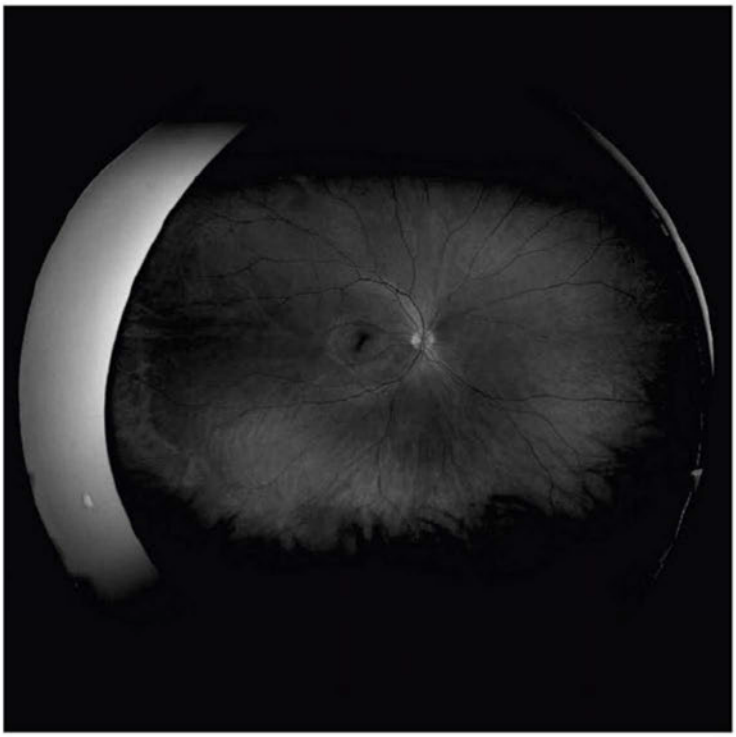
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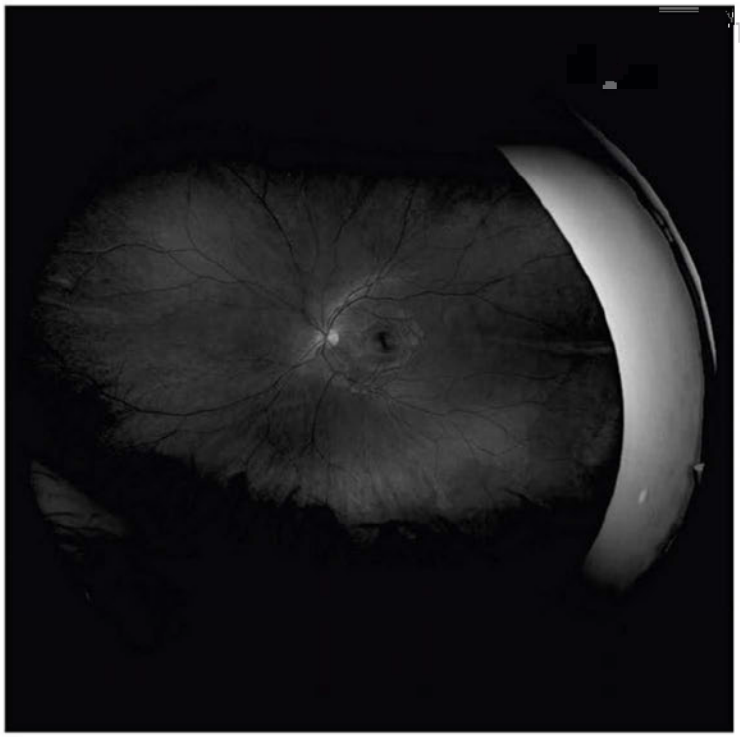
OptosADVANCE™

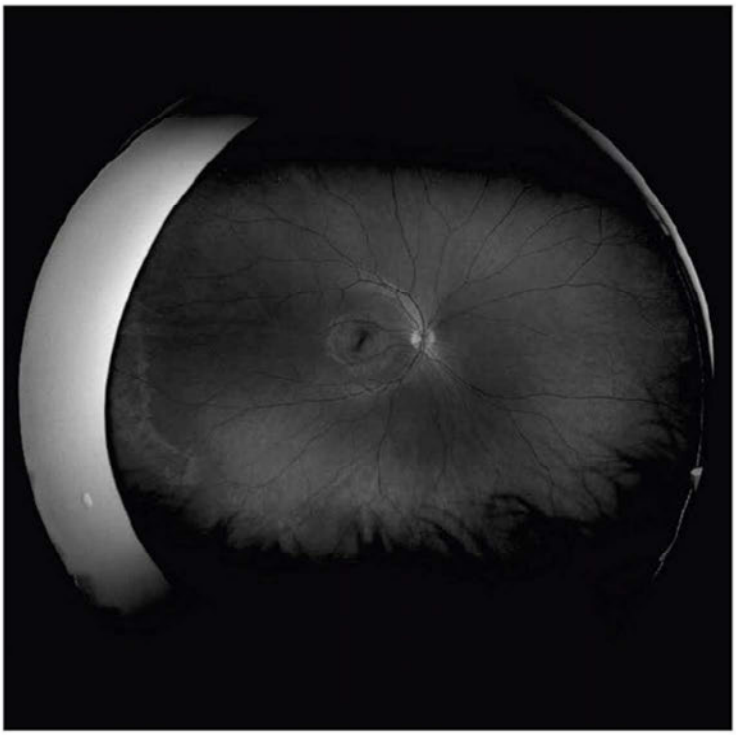
Image Management for Eye Care

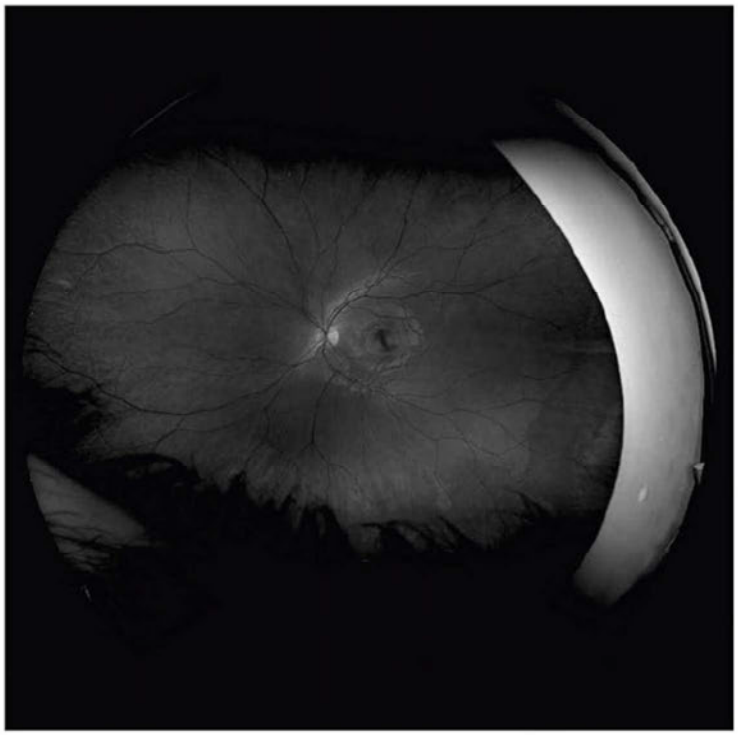
Performed On: Aug 17, 2026

Patient ID: [redacted]









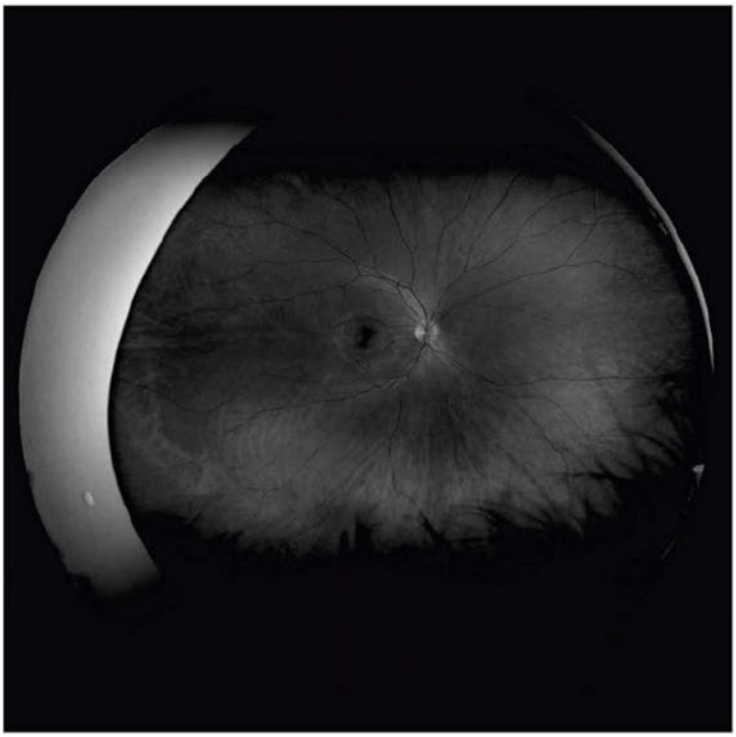
[redacted]

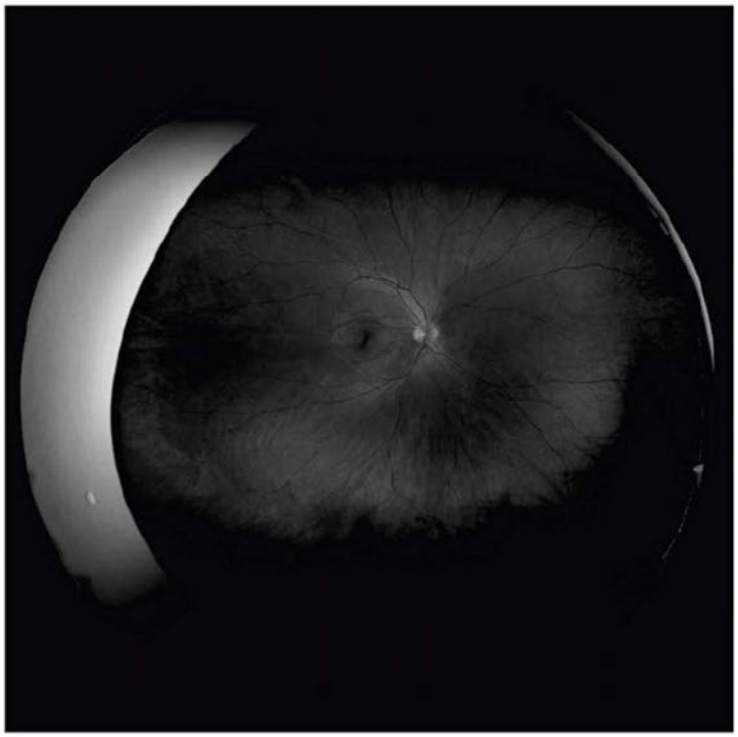
OptosADVANCE™

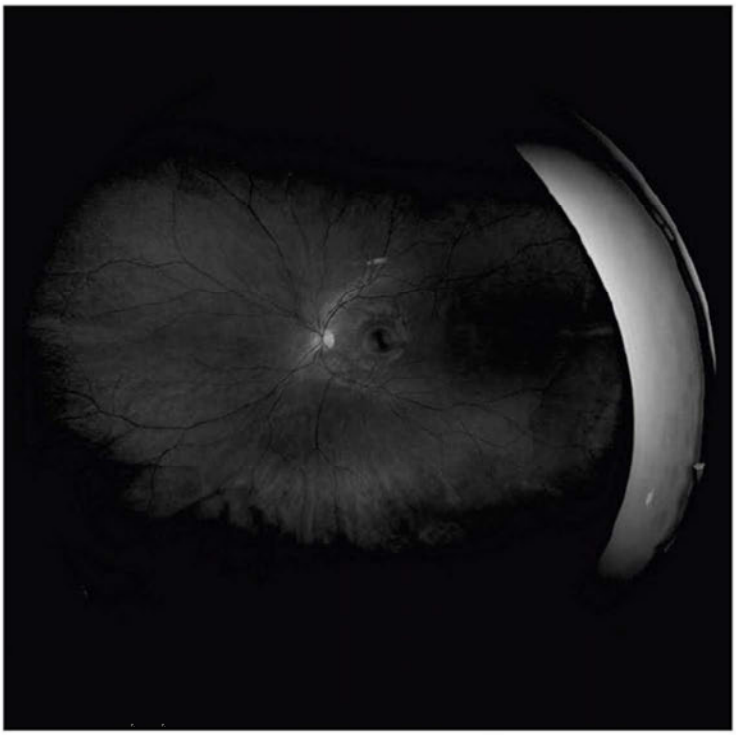
Image Management for Eye Care

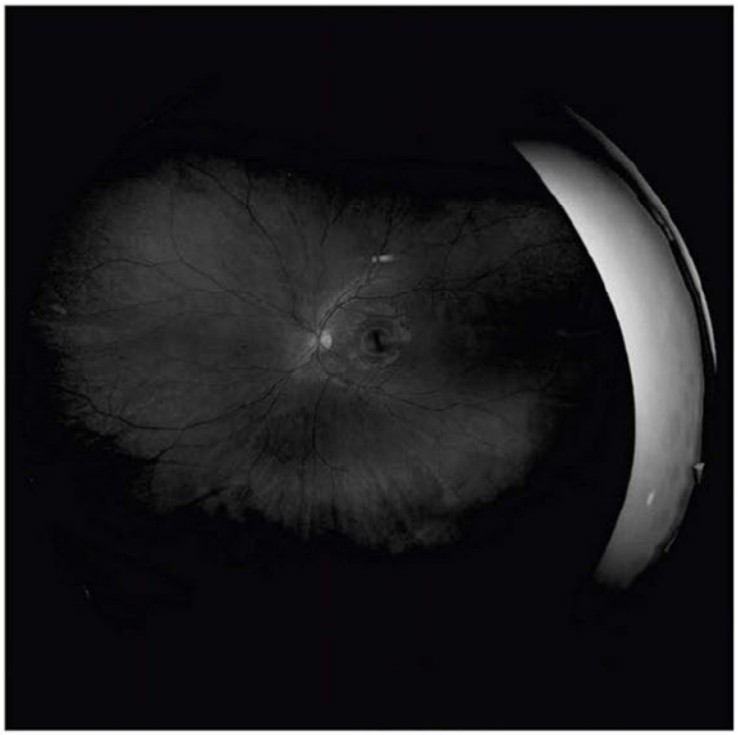
Performed On: Aug 17, 2026

[redacted]









[redacted]

RETeva/™

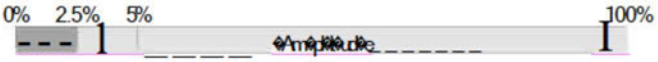
Patient Information

Patient ID: [redacted]
Birthdate: [redacted]
Test started: August 17, 2026, 11 :32 AM
Report generated: August 17, 2026, 11 :35 AM

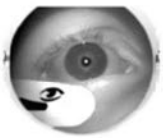
Device and Test Information

RETeva/™
Manufacturer: LKC Technologies, Inc.
Serial number: R004907
Firmware version: 2.15.1 Reference data: 2026.22 d5a903d
Test protocol: Flicker: 16 Td·s
Electrodes: Sensor Strips



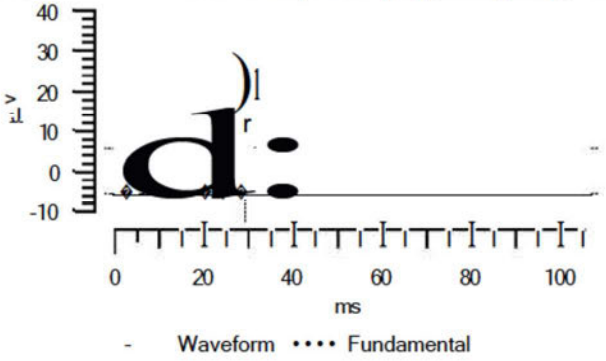


Test #1: Flash: 16 Td·s White at 28.3 Hz Background: Off



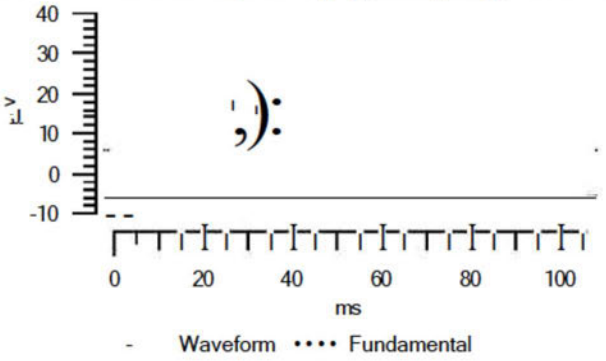
Right Eye (Pupil 2.5 mm)

28.3 Hz implicit time (ms)	29.1 (64%)	26.3 tt 31.6
28.3 Hz amplitude (µV)	11.0 (10%)	8.8 tt 28.8



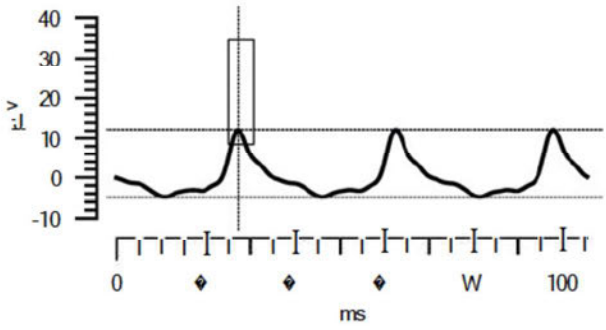
Left Eye (Pupil 2.5 mm)

28.3 Hz implicit time (ms)	29.6 (78%)	26.3 tt 31.6
28.3 Hz amplitude (µV)	11.1 (10%)	8.8 tt 28.8

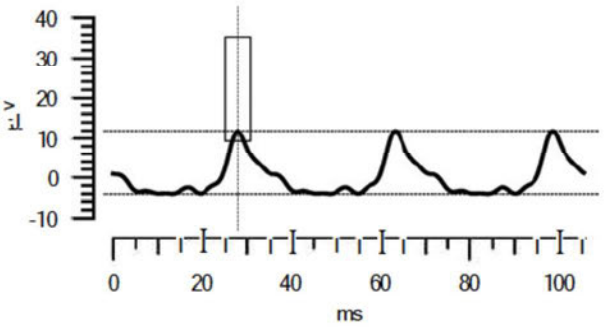




Waveform implicit time (ms)	27.2 (49%)	25.0 tt 30.8
Waveform amplitude (µV)	17.1 (17%)	13.3 tt 39.4



Waveform implicit time (ms)	27.8 (68%)	25.0 tt 30.8
Waveform amplitude (µV)	15.9 (11 %)	13.3 tt 39.4



1The literature supports two different methods to measure implicit times and amplitudes from flicker responses. The upper plots measure times and amplitudes from the best-fitting sine wave to the waveform at the stimulus frequency (the fundamental of the response), while the lower plots measure times and amplitudes directly from the waveform.

Exhibit B

Patient Encounter 09132022

Patient Encounter

Patient	Provider	Encounter
[redacted]	[redacted]	Date: 09/13/2022
[redacted]	[redacted]	Type: Comprehensive Contact Lens
[redacted] 19 Years	[redacted]	
Sex: Male	[redacted]	

History

Reason For Visit

Patient Reason:
prfv- pt is in for annual eye exam

Referring

Provider Reason:

Addi Reason:

History of Present Illnesses

eye exam

Location: OU - pt wears gls full time
Quality: Awareness
Severity: Mild-
Duration: 1 year
Timing: ldos 2021
Context: pt is in for new frames and lenses
Mod
Assoc - no assoc

Review of Systems

Ocular:
Constitutio Negative
ENT: Negative
Neuro: Negative
Psych: Negative
Cardio: Negative
Respirator Negative
GI: Negative
GU: Negative
Musc/Skel: Negative
Integ: Negative
Endo: Negative
Hem/Lymp Negative
Allergy/Im Negative

Additional Comments:
np ldos 2021 ZB

Current Medications

Start Date	Description

Start Date	Description
09/13/2022	Finasteride

Reviewed by [redacted] *on 09/13/2022 02:11 PM*

Allergies

Medication Allergies

No known medication allergies

Comments

Other Allergies

No known other allergies

No latex sensitivity

Comments

Orientation/Mood

Orientation/Mood

Orientation: Normal

Mood: Normal

Past, Family, Social History

Ocular History

Ocular: Negative

Additional Comments:

Family History

Ocular:

Medical: Diabetes

Additional Comments:
DM-dad

Social History

Tobacco: No

Smoking: Never smoker

Alcohol: No

Hobbies:

Contact Lens History

Contact Lens History

Current Lenses

No Contact Lens information available

Lens History

Lens Age:

Supply None

Wearing History

Ave Daily Wearing Time:

Today's Wearing Time:

Ave Replacement Period:

Continuous Wear Period:

Care History

Solutions

Drops Used:

Other

Additional Comments:

IExamination

Occupation - Employer

Moderate Documentation

Comment	student

VA/BMINitals

Aided Visual Acuity

OD Distance VA (201)	20	*OS Distance VA (201)*	20
OU Distance VA (201)	20	*Rx Worn*	Habitual Glasses
VA Method	Snellen		

Uncorrected Visual Acuity

OD Distance VA (201)	200	*OS Distance VA (201)*	200
OD Distance VA Modifier		*OS Distance VA Modifier*	-1
OU Distance VA (201)	200	*VA Method*	Snellen

Vital Signs - Standard

Feet	6	*Inches*	0
Pounds	210.0	*Test Type*	under 21

EOM/PupilsNF/Cover/

Pupils

APO Negative	Yes	*Binoc. Dist. PD*	65.0
PERRLA	Yes		

EOM (Motility)

OD Full Range	Yes	*OS Full Range*	Yes

Confrontation/Automated

OD Full Field Conf.	Yes	*OS Full Field Conf.*	Yes

Cover Test

ACT Distance Descriptor	ortho	*ACT Near Descriptor*	ortho
UCT Distance	No Motion	*UCTNear*	No Motion
Without	Yes		

Hab RX/Auto Ref/K's

Keratometry

OD H Meridian	015	*OS H Meridian*	160
OOH Power	+39.75	*OSHPower*	+40.00
OD V Meridian	105	*OS V Meridian*	070
OD VPower	+40.25	*OS VPower*	+40.50

Autorefraction

OD	-2.00 -0.25 **x** 013	*OS*	-2.50 -0.50 **x** 170

Lensometry With Prism

OD	-2.00 -0.50 **x** 179	*OS*	-2.50 -0.50 X 165
Lensometry Use	Distance Only		

Wavefront Optimized AR

OD Axis	013	*OS Axis*	170
OD Cylinder	-0.25	*OS Cylinder*	-0.50
OD Sphere	-2.00	*OS Sphere*	-2.50

Final Ref/Phoria/Near Testing

Final Refraction With Prism

OD	-2.00 -0.50 X 010	*OS*	-2.50 -0.50 X 170
OD Distance VA (201)	20	*OS Distance VA (201)*	20
OU Distance VA (201)	20		

Biomicroscopy

Slit Lamp

Adnexa OD	NL	*Adnexa OS*	NL
Anterior Chamber OD	Deep & Quiet	*Anterior Chamber OS*	Deep & Quiet
Bulb Conj OD	Clear	*Bulb Conj OS*	Clear
Cornea OD	Clear	*Cornea OS*	Clear
Episclera OD	Clear	*Episclera OS*	Clear
OD Iris	Flat and Clear	*OS Iris*	Flat and Clear
OD Lens	Clear	*OS Lens*	Clear
Palpebral Conjunctiva	Clear	*Palpebral Conjunctiva*	Clear
Sciera OD	Clear	*Sciera OS*	Clear

IOP/Pach

NCT

ODNCT	16	*OSNCT*	17
IOPNCT	12:07 PM		

Ocular Health Evaluation

Fundus

AV Crossing OD	Normal	*AV Crossing OS*	Normal
AV Ratio OD	Greater than 2/3	*AV Ratio OS*	Greater than 2/3
Art Reflex OD	0	*Art Reflex OS*	0
FovReflexOD	4+	*Fov Reflex OS*	4+
Fundus Comments OD	WWOP temp periphery	*Fundus Comments OS*	WWOP temp periphery
Macula OD	Clear	*Macula OS*	Clear
Optomap OD	Yes	*Optomap OS*	Yes
Periphery OD	White without Pressure	*Periphery OS*	White without Pressure
Post Pole OD	Clear	*Post Pole OS*	Clear
Vitreous OD	Clear	*Vitreous OS*	Clear

Optic Nerve

CID HOD	0.20	*CID HOS*	0.20
CID VOD	0.20	*CID VOS*	0.20
NRRimOD	Clear	*NRRimOS*	Clear
ONHColorOD	Pink	*ONHColorOS*	Pink
ONH Margins OD	Distinct 360	*ONH Margins OS*	Distinct 360

DPAs Used

DPA Time	12:31 PM	*DPAs*	Dil. Declined

Examining Techniques

FundusTechnique OD	90D	*FundusTechnique OS*	90D

Assessment and Plan

Diagnoses

Dx Date	Dx	Description	Eye	Care Plan
09/13/2022	H35.40	Unspecified peripheral retinal degeneration		Monitor 1 year or sooner **PRN.** Discussed signs and symptoms of retinal detachment (includes increase in floaters, flashes of light and/or curtain/veil obscuring view) WWOP OU. Edu pt. Monitor.
09/13/2022	H52.223	Regular astigmatism, bilateral		Return to clinic in one year for comprehensive encounter. Glasses recommended to patient.
09/13/2022	H52.13	Myopia, bilateral		Finalized CLRx. Edu pt on proper care and hygiene for CL use. Glasses recommended to patient. Educated on the signs and symptoms of RD. RTO STAT if observed. Return to clinic in one year for comprehensive encounter.

Diagnoses Comments

Additional Comments

coding

Service	Description	Diagnoses
S0620 Wellness	Wellness Exam New	H52.13
S9986 Optomap	Optomap Retinal Exam	
92310 Cls Eval	Contact Lens Evaluation	

Signed by [redacted], OD on 09/14/2022

Contact Lens Trials

Trial#: ***18881711***

OD: Clariti 1-day 90 pck (Coopervision Inc.)

OS: Clariti 1-day 90 pck (Coopervision Inc.)

	BC	Sph	Cyl	Axis	Diam	Add	Add Des	Tint
OD:	8.60	-2.25			14.1			
OS:	8.60	-2.25			14.1			

Trial Comments

OD:

OS:

OD Dispensed: No **OS Dispensed:** No

Trial#: ***18881607***

OD: Biofinity (Coopervision Inc.)

OS: Biofinity (Coopervision Inc.)

	BC	Sph	Cyl	Axis	Diam	Add	Add Des	Tint
OD:	8.60	-2.25			14.0			
OS:	8.60	-2.25			14.0			

CL Aided VA

VA Snellen

Rx Worn: Contact Lenses

Aided VA

	Distance	Near@
OD:	20/20 -1	20/
OS:	20/20	20/
OU:	20/20	20/

Pinhole VA

	Distance
OD:	20/
OS:	20/

CL Evaluation

OD:		OS:
	Lens Movement	
Even	**Lens Centration**	Even
Full	**Limbal Coverage**	Full
	Lens Lag	
Clean	**Lens Surface**	Clean
No Defects	**Lens Quality**	No Defects
	Fluorescein	
	Lens Rotation	
None	**Rotation Direction**	None

Trial Comments

OD:

OS:

OD Dispensed: Yes **OS Dispensed:** Yes

Trial#: ***18881593***

OD: Ray Ban 1 Day 90 Pack (Coopervision Inc.)

OS: Ray Ban 1 Day 90 Pack (Coopervision Inc.)

	BC	Sph	Cyl	Axis	Diam	Add	Add Des	Tint
OD:	8.60	-2.25			14.1			
OS:	8.60	-2.25			14.1			

CL Aided VA

VA Snellen

Rx Worn: Contact Lenses

Aided VA

	Distance	Near@
OD:	20/20 -1	20/
OS:	20/20	20/
OU:	20/20	20/

Pinhole VA

	Distance
OD:	20/
OS:	20/

Trial Comments

OD:

OS:

OD Dispensed: Yes **OS Dispensed:** Yes

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

Exhibit C

Online Intake Form

Exhibit D

Patient Encounter 08/17/2026

Patient Encounter

Patient	Provider	Encounter
[redacted]	[redacted]	Date: 08/17/2026
[redacted]	[redacted]	Type: Comprehensive Contact Lens
[redacted]	[redacted]	
DOB: [redacted] 23 Years	[redacted]	
Sex: Male	[redacted]	

!History

Reason For Visit

Patient Reason:
PRFV : Blurry Vision

Referring

Provider Reason:

Addi Reason:

History of Present Illnesses

Bl11"ed vision

Location:	OU-Both
Quality:	Awareness - Consistent
Severity:	Mild -Mild
Duration:	1 week
Timing:	
Context:	driving/distance: Yes. Pt broke his gls a little over a week ago. Taped them back to::ett,er but possibly needs a new pair. SV No complaints.
Mod	
Assoc	

Review of Systems

Ocular:	
Conslltutio	Negative
ENT:	Negative
Neuro:	Negative
Psych:	Negative
Cardlo:	Negative
Respirator	Negative
GI:	Negative
GU:	Negative
Musc/Skel:	Negative
Integ:	Negative
Endo:	Negative
Hem/Lymp	Negative
Allergy/Im	Negative

Additional Comments:
PP LOOS 2022 Al

Current Medications

No known active medications

Allergies

Medication Allergies

No known m&dication allergies

Comments

Other Allergies

No known other a/ler.;ios

No latex sensitivity

Comments

Orientation/Mood

Orientation/Mood

Orientation: Normal

Mood: Normal

Past, Family, Social History

Ocular History

Ocular: Negative

Additional Comments:

Unspecified peripheral retinal degeneration 2022

Family History

Ocular: None

Medical: Diabetes

Additional Comments:

Diabetes - Dad

£-ICiJI History

I0b:!cco: No

f:nokIng:

f.Icohol: No

Hobbies:

Contact Lens History

Contact Lens History

Current Lenses

No Contact Lens infonnation available

Lens History

Lens Age: **Supply** **Nor.t,**

Wearing History

Ave Daily Wearing Time: **Ave Replacement Period:**

Today's Wearing Time: **Continuous Wear Period:**

Care History

Solutions

Drops Used:

Other

Additional Comments:

IExamination

Occupation • Employer

Moderate Documentation

Comment	**Student**

VNBMINitals

Aided Visual Acuity

OD Distance VA (20/)	*20*	*OS Distance VA (20/)*	**20**
OD Distance VA Modifier	**-1**	*OS Distance VA Modif.."*	
OU Distance VA (201)	**20**	*RxWorn*	**Habitual Glasses**
VA Method	**Snellen**		

Uncorrected Visual Acuity

OD Distance VA (201)	150	*OS Distance VA (20/)*	150
OU Distance VA (20/)	100	*VA Method*	**Snellen**

Vital Signs • Standard

BP Diastolic	**67**	*BP Systolic*	105
Feet	**6**	*Inches*	**0**
LAS	**Yes**	*Pounds*	240.0
Pulse	48	*Test Type*	**BpWrist**

EOM/PupilsNF/Cover/

Pupils

APDNegative	Yes	*PERRLA*	Yes

EOM (Motility)

OD Full Range	Yes	*OS Full Range*	Yes

Confrontation/Automated

OD Full Field Conf.	Yes	*OS Full Field Conf.*	Yes

Cover Test

UCT Distance	No Motion	*UCT Near*	No Motion

Hab RX/Auto Ref/K's

Keratometry

OD H Meridian	001	*OS H Meridian*	163
ODHPower	+40.00	OSHPower	+40.25
OD V Meridian	091	*OSVMeridian*	073
OD VPower	+40.50	OS VPower	+41.00
Method	Auto-K	Mires	Normal

Autorcfraction

OD	-2.00 -0.75 x 010	OS	-2.00 -0.75 x 180

Lensometry With Prism

OD	-2.25 -0.50 x 011	OS	-2.50 -0.50 x 174
Lensometry Comment	gls 4 y old	*Lensometry Use*	Distance Only

Final Rcf/Phoria!Ncar Testing

Final Refraction With Prism

OD	-2.25 -0.75 x 011	OS	-2.50 -0.75 x 174
OD Distance VA (20/)	20	*OS Distance VA (20/)*	20

Biomicroscopy

Slit Lamp

Adnexa OD	NL	*Adnexa OS*	NL
Anterior Chnmber OD	Deep & Quiet	*Anterior Chilmber OS*	Deep & Quiet
Bulb Conj OD	Clear	*Bulb Conj OS*	Clear
Cornea OD	Clear	*Cornea OS*	Clear
Episclem OD	Clear	*Episclera OS*	Clear
OD Iris	Flat and Clear	*OS Iris*	Flat and Clear
OD Lens	Clear	*OS Lens*	Clear
Palpebral Conjunctiva	Clear	*Palpebral Conjunctiva*	Clear
Sciera OD	Clear	*Sciera OS*	Clear

!OP/Pach

NCT

ODNCT	14	*OSNCT*	16
IOPNCT	11:04 AM		

Ocular Health Evaluation

Fundus

AV Crossing OD	Normal	*AV Crossing OS*	Normal
AV *Ratio OD*	Greater than 2/3	*AV Ratio OS*	Greater than 2/3
Art Reflex OD	0	*Art Reflex OS*	0
FovReflax OD	4+	*FovReflex OS*	4+
Fundus Comments OD	WWOP temp periphery	*Fundus Comments* OS	WWOP temp periphery
Macuta OD	Clear	*Macula OS*	Clear
Optomap OD	Yes	*Optomap OS*	Yes
Periphery OD	White without Pressure	*Periphery OS*	White without Pressure
Post Pole OD	Clear	*Post Pole OS*	Clear
Vitreous OD	Clear	*Vitreous OS*	Clear

ZeaVision Numerical

Eye	OS	*MPOD*	0.34

Optic Nerve

CIDHOO	0.25	*CID HOS*	0.20
CID VOD	0.25	*CID VOS*	0.20
NRRimOO	Clear	*NRRim OS*	Clear
ONHColorOD	Pink	*ONHCotorOS*	Pink
ONH Margins OD	Distinct 360	*ONH Margins OS*	Distinct 360

DPAs Used

DPAs	Oil. Declined

Examining Techniques

FundusTechnique OD	90D	*FundusTechnique OS*	90D

RETeval

RETeval

OD Instrument Used	RETeval	*OS Instrument Used*	RETeval
OD Orders Reason	peripheral retinal degeneration	*OS Orders Reason*	peripheral retinal degeneration
OD Report	waveform implicit time 49% waveform amplitude 17% **WNL** Monitor annually.	*OS Report*	waveform implicit time 68% waveform amplitude **11 %** WNL Monitor annually.

Photography

Universal Fundus Photography

OD Instrument Used	Optos	*OS Instrument Used*	O tos
OD Orders Reason	peripheral retinal degeneration	*OS Orders Reason*	pcri;iheral retinal degeneration
OD Report	Stable WWOP from last visit, monitor.	*OS Report*	Stable WWOP from last visil, monitor.

Functional Vision Assessment

Vision Therapist Observation Notes

Comment	RE Screener failed Symptom Survey Score: 6 Full Sensorimotor Test ordered: Functional Vision evaluation with an order of Sensorimotor binocular diagnostic test OU. Tested ordered without correction Results: Convergence insufficiency suspect Recommendations: Prescribe glasses for full time wear. Monitor at next visit.

IAssessment and Plan

Diagnoses

Dx Date	Dx	Description	Eye	Care Plan
09/13/2022	H52.223	Regular astigmatism, bilateral		Glasses recc· mended to patient. Return to cr:,;: 1ftone year for comprehensive encounter.
09/13/2022	H52.13	Myopia, bilateral		Educated on the signs and symptoms of RD. RTO STAT if observed. Contact lens ;ecommended to patient. Glasses recommended to patient.

[redacted] [redacted] 08/17/2026

Diagnoses

Dx Date	Dx	Description	Eye	Care Plan
09/13/2022	H35.40	Unspecified peripheral retinal degeneration		Return to clin. c in one year for comprehensive encounter. Ordered ERG and fundus photo. Stable findings from last visit. RTC STAT if experiencing any new flashes of [illegible] Continue annually
08/21/2026	HSI.11	Convergence Insufficiency		Ordered sen orimotor. Pt is asymptomatic. Recommend FTW of [illegible]

Diagnoses Comments

Additional Comments

Coding

Service	Description	Diagnoses
S0620 Wellness	Wellness Exam New	
S9986 Optomap	Optomap Retinal Exam	
92499	QuantifEye	
92060	SENSORIMOTOR EXAM	
92273	Electroretinography (ERG), full field	
92250	FUNDUSPHOTOGRAPHY	

Signed by [redacted] OD on 08/21/2026

Eyeglass Prescriptions

[redacted] [redacted] [redacted]

08/17/2026 *Exp Date: 08/17/2027*

	Sohere	Cvl	Axis	Near Add	Int Add	H Prism	VPrism
OD	-2.25	-0.75	011				
OS	-2.50	-0.75	174				

Us d For:

Special Instructions and Recommendations

Material	Polycarbonate	
Tint		
AR Coating	Yes	
Photochromic	Yes	
UV Treatment	Yes	
Polarizecl	Yes	
Lens Type		
Instructions		

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

Sensorimotor Screener Report

9-Point Motor Function & Near Point of Convergence

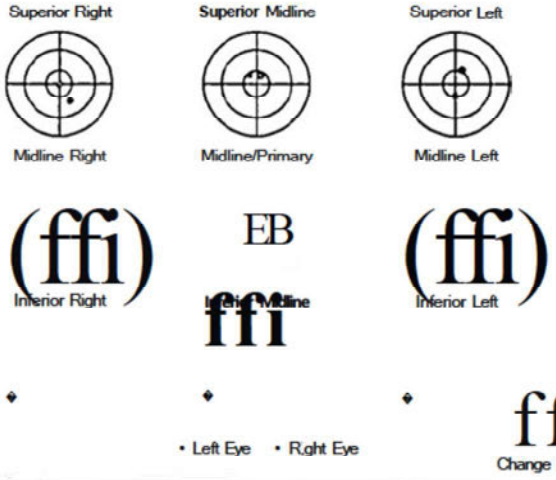
Patient Name: [redacted] DOB: [redacted] Test Date: 8/17/2026 11:27 AM

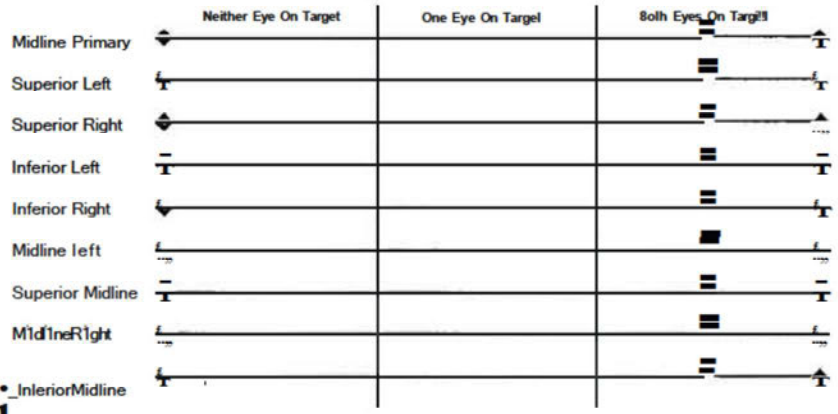
Sensorimotor Screener Results

Test	My Result	Expected Result
Nine Point Motor Function	Both eyes are in 9 or more targets	Both eyes within all 9 targets One eye on at least 8 targets
Near Point of Convergence	Break Point= 11cm, Recovery Point= 17cm	Break Point= 10cm, Recovery Point= 12cm
Binocular Vision Disorder Symptom Question	No	No

Provider Override? No
Next Step: Administer Sensorimotor Exam

Nine Point Motor Function

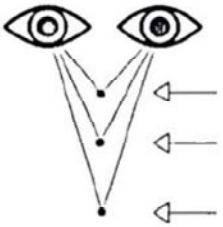




Change Perspective

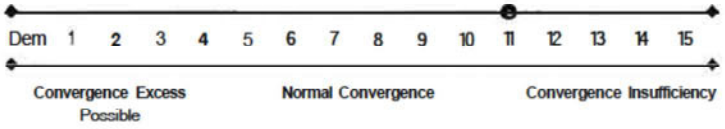
Failure Occurs If both **eyes miss 1 or more targets, or If one eye misses 2 or more targets**

Near Point Convergence



CONVERGENCE EXCESS
NORMAL CONVERGENCE
CONVERGENCE INSUFFICIENCY

Break Point" 11 cm (4.3 In)
Recovery Point= 17 cm (6.7 In)



Binocular Vision Disorder Symptom Question

Answer: No

Complete Sensorimotor Report

Patient Name: [redacted] DOB: [redacted] Test Date: 8/17/2026 11:28 AM

Binocular Vision Disorder Symptom Question

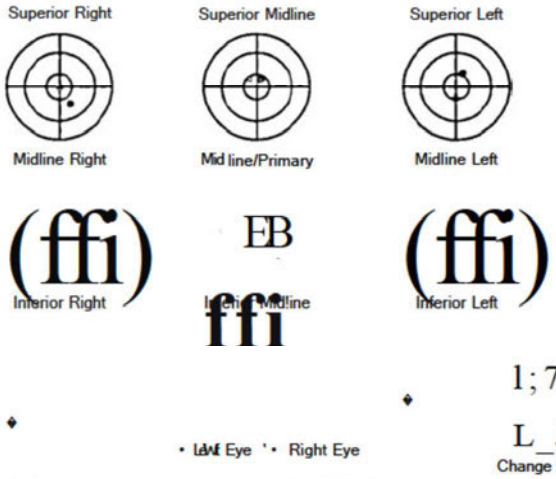
Answer: No

Sensorimotor Screener Results

Test	My Result	Expected Result
Nine Point Motor Function	Both eyes are in 9 or more targets	Both eyes within all 9 targets One eye on at least 8 targets
Near Point of Convergence	Break Point= 11cm, Recovery Point= 17cm	Break Point= 10cm, Recovery Point= 12cm
Binocular Vision Disorder Symptom Question	No	No

Provider Override? No
Next Step: Administer Sensorimotor Exam

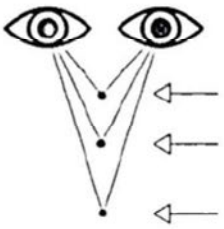
Nine Point Motor Function (Screener)





Failure Occurs If both eyes miss 1 or more targets, or If one eye misses 2 or more targets

Near Point Convergence



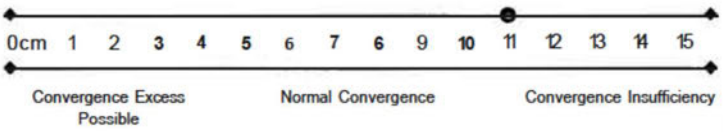
CONVERGENCE EXCESS

NORMAL CONVERGENCE

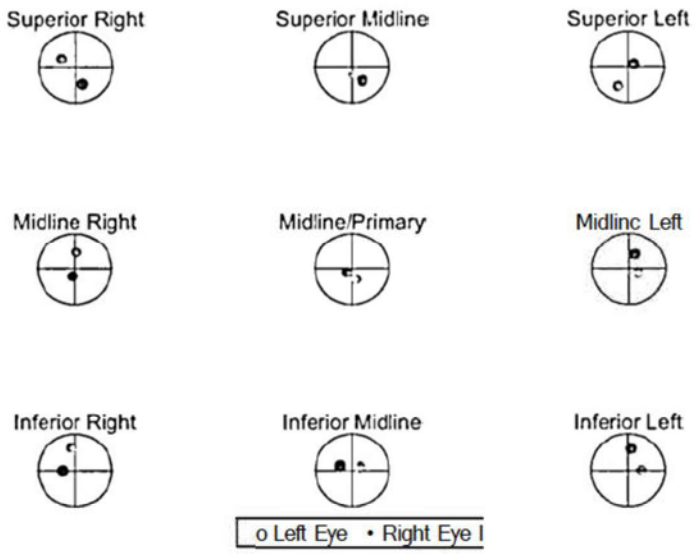
CONVERGENCE INSUFFICIENCY

Break Point= 11 cm (4.3 In)

Recovery Point= 17 cm (6.7 in)



Nine Point Motor Function (Exam)



Pupi.lary Metrics	My Eyes
Pupillary Distance(mm)	65 63

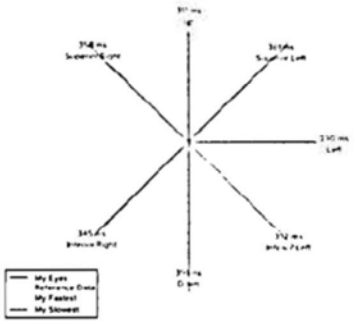
O'l parity Mo-tries(:>)	My Eyes
Mdline Primary	0.97
Superior Left	2 35
Superior Right	2 76
Inferior Left	193
Infer, ight	2.03
1dline LEft	1.58
Superior Mdline	0 BD
Mdline Right	2.06
Inferior Mdline	170

Pupil Oiam'=tor Mo-tries	Right Eye	Left Eye	My Eyes
Mean Pupil Diameter(mm)	419	410	415

Metrics	Horizont.il Displacement (D) Right Eye	Horizontal Displacemc-nt (D) Left Eye	Vertical Oil"i I,,cement (D) Right Eye	Vertical Oispll'CE-ment (D) Left Eye
Mdline Primary	0.39	037	0.35	0.96
Superior Left	0.54	0 8I	o.::n	170
Superior Right	0.59	1I0	,-so	066
Inferior Left	0.25	1.09	175	001
InferiOr ,ght	103	0.30	0.00	18?
Mdline Left	0 48	072	17	0 40
Superior Mdline	0 84	0"1	121	070
Mdline Right	014	015	069	t 35
Inferior Mdline	100	070	0.37	027

Cardinal Gaze Position

Right Eye



Saccadic latency (ms)

Metrics	My Eyes	Ages 17-28
Average	309.00	242 58 (+/-56 95)
Max	396.00	333 05 (+/-61 61)
Min	294.00	2015 (+/-17.78)

Visual Reaction Speed (ms)

P_Cetis	,_Y Eyes	**Ages 17-28**
Down	39100	J2S 25 (+/-4779)
Inleno, Lift	372_0_	J16 38 [+/-48 92)
Inferior Right	3J5 GJ	JO') 33 (+1-43 73)
Left	330.00	305 72 (+1-43 66)
Ryl'fll	30500	291 65 (+J-37.09)
Superior Left	36100	300 83 (+/-.f1.18)
Superior Right	35800	2"j0.43 (+1-39.49)
Up	31700	293 56 (+/-30 53)

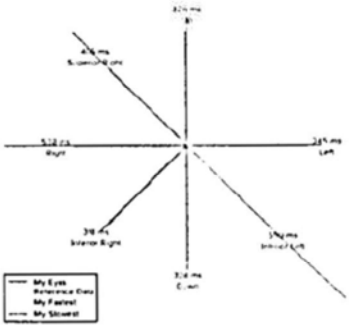
Cardinal Gaze Position

Metrics	" Y Eyes	**Ages 17-28**
Dowo	*100*	5.26 (+/-2.13)
Inferoor Left	8 00	S04 (+1-2.28)
IMEBDI Right	400	4.76 (+/-2.24)
Leo	300	4 64 (+/-2.3))
Right	,CO	377 (+/-2.14)
Superior Left	6 00	411 (+/-217)
SupEhor Right	5 00	3 93 (+/ 2 40)
Up	200	415(+'-2.35)

Accuracy (D)

Mc,trics	,_,, Eyes	Age, ,,.29
Dowo	9 67	1018 (+1-5 01
Inferior Lift	8 40	1128 (+/-4,01)
Inferior Right	*1,0*	11 80 (+1-5.14)
Leo	918	11 55 (+1-5 53)
Right	12 97)	9 59 (+1-S.49J
Superior Lfh	*• 72*	10")5 j+/-t_.75)
Sup(hor Right	11j7	t1 15(+1 S7t)
Up	751	11:111+1.120)

Left Eye



Saccadic Latency (ms)

Metrics	My Eyes	Ages 17-28
Average	40800	24168(+/-5667)
Max	542.0")	330 2, (+/-57.13)
Mjn	311.00	20.21 (+/-19 03)

Visual Reaction Speed (ms)

Metrics	My Eyes	Ages 17-28
Down	3 8.0")	312.85 (+/-44.46)
InferiOr Left	55000	302 67 (+/-44.87)
Infe1lo1 Right	31800	306 07 (+/-44.35)
Leo	345.00	289 43 (-f-35.20)
R1git	538.00	292.03 (t/-33.29)
Super,o, Left	31700	287,95 (+/-3212)
Supeo,o, RtgM	405.00	297.48 (-/-33 68)
Up	316.00	292.27 (t/-35.911

Cardinal Gaze Position

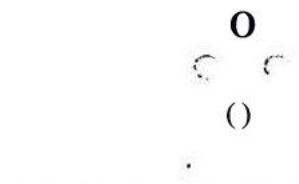
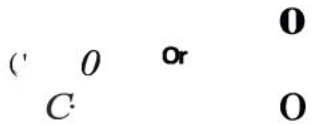
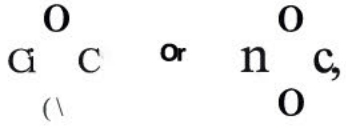
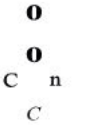
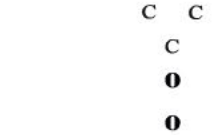
Mi?trics	t-ly Eyes	Ages 17-28
	4 0 0	4.95 (+/.2.22)
Infor,01 Le-lt	8 1 0	4.80 (+/-2.34)
Inferior 4:1111	2 00	4 88 (+/-2.19)
Leo	5 00	3.94 (+/-2.36)
Rt"lt	7.00	4.33 (+/-2.23)
SuperoOf Le-lt	1.00	3 91 (+/-2.32}
SupE?lOr RtO?ll	6 00	4.79 (+/-2.24)
Up	3 00	4.141-1-2.34)

Accuracy (D)

Metrics	My Eyes	Ages 17-23
Down	12.07	1158 (+/-7.01)
1nferiOr Left	6 74	12 72 (+/-6.41}
Infe1io1 A.qht	1116	11.55(-+/-5.80)
Leo	4 5	10 81 (+/-6.18)
Ri.itit	7.:n	1141 (+/-6.23)
Super,o, Left	1319	10 48 (+/-6.14)
Supenor A1<tl	7.57	1312 (+1-6.15)
Up	787	11.92 (+/-6.59)

Four Dot Fusion

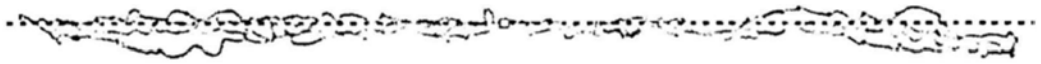
Four Dot Fusion Result: Binocular Single Vision

Binocular Single Vision	**Right Eye Suppression**	**Crossed Diplopia**
		
Alternate Suppression	**Left Eye Suppression**	**Uncrossed Diplopia**
		
Abnormal Retinal Correspondence	**Vertical Diplopia with Right Hypo Tropia**	**Vertical Diplopia with Left Hypo Tropia**
		

Horizontal Smooth Pursuit

Right Eye



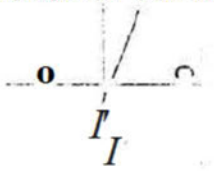


Left Eye

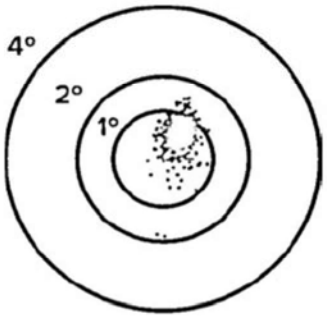
MC'trics	Right Eye	Left Eye	Both Eyes
Sr,,ooth Pu,surt (\)	9'81	99 9)	9768
S,1ccade (°)	0.19	1.07	018
Fl=<1l=n(\)	0.00	000	214
E, e Taret Velocity Error (dps)	1822	1812	19 SI
Hollilonlal Synchron1 lat,on SP (0-I)	0.88	090	0 8 s
Int,us•on (1)	NA	NA	NA
Pathway lencTh Difference - Lelt (mr)	NA	NA	-4 69
Pathway Lem,th Diffierelce - Rigs-t (mr)	NA	NA	-0 9I

Fixation Stability

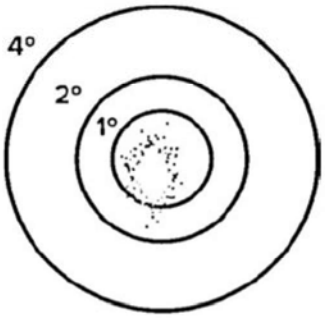
Avg Angle: 68.5° (Right Tilt)



Right Eye



Left Eye



Both Eyes

Metrics	My Eyes	Ages 17-26
Fixation Location - Right Eye (%)	Predonsin_1ely Central	Central
F1x1,on L0<a1_n - Left Eye-(\)	Predom1nately Central	Cent,al
F..at,on Loc::uon ('I)	P.eoom,nately Cen1ral	Central
Fitbl ion Stabil1ty - Righi Eye- (\)	Stable	Stable
F..auon St.1bl1ty - lefl. Eye(\)	**SUble**	**Stble**
Fixation Stability (%)	**SUble**	Stable
Gaze Pos,1,on B.1nd . (. 11 - Rflht Eye	93, ‹ 5	6214 ("/-32.90)
C,ue Position e,,nd 1(1 11. Left fye	9782	63.40 (•/.J2.32)
ze Position B.ind 1§ 11	9 % 6	78 03 f•/-29 94)
Gaze Po,:ilon 8.1nd 2 (" T &nd S21 - Rl{}.1 Eye	6 55	25.21 (•/-21.39)
G.ize Pos,1lon 8:1nd 2 (• T ands 21 - left Eye	218	24.96 (t/-21.61)
Gaze Po-_tion 8,nd 2 I" T and S 21	0)4	1671 t•/-1816)
GMe Pos1t.on Band 3 (• 2' and S 41 - Rig! EyP	000	4 fi (-/-7.42)
Gibze Position B,nd 3 (• 2' ands 41 - Len Eye	000	4 55 (•/- 7111
G.ue Position Band 3 (" 2- and s 4")	000	178 ...3 48)
Wze Pol\Oon 8.1nd 4 (• ◀ - Right Eye	000	011 I-I-0.21)
G,lle Position 8Jnd 4 (• 4 1 - lefl Eye	000	014 t-I-0.26)
Gibb Position 8.Jnd 4 (• 41	000	007(-/.Q.14)
Bivariate Contour Ellipse Area - BCEA (pixels squared)	• 0*	4 83 (-/-0.77)
Depth (+/- mm)	25 80	3165 (-/-23 99)
Fixation Dispersion - Right Eye (mm)	4.53	6 49 (-/-2 94)
Fixation Dispersion - Left Eye (mm)	3 03	6.39 (•12 8))

Interpretations & Recommendations

Interpretation of Quantitative SensorImotor Exam

None

Recommendations

None

çu1oii1..iNes·

- Distance Between Eyes (mm) (interpupillary distance): measured from the center of your left and right pupils.
- Disparity (0): distance between the left and the right gaze.
- Pupil Diameter (mm): the size of the pupil during the last phase of the test.1t is reported as average, stJndard deviation and range.
- Card-nal Gaze Position: Relative measure of how long it takes the eye to travel in different directions (sensorimotor exam). 1is the fastest. 8 is the slowest. N/A = eye data missing.
- Nine Point Motor Function: Inaccurate targeting in the 9-Point motor function in combination with other tests may be suggestive of esophoria, exophoria, hypertropia or convergence excess or Insufficiency.
- Near Point Convergence: A break point greater than 4 Inches (10cm) and/or a recovery point of greater than 5 inches (12cm) may be suggestive of a convergence Insufficiency when viewed in corrbination with other tests and the CISS survey.
- Cardinal Gaze Position: Slow eye movements in relation to the reference range in the cardinal gaze position test in combination with other tests may be suggestive of esophoria, exophoria, hypertropia or convergence excess or insufficiency.
- Circu1Jr Smooth Pursuit: A low score on smooth pursuit percentage, and high scores on predictive or latent smooth pursuits may indicate poor tracking abilities. This may be suggestive of various vision related Issues. Check results in combination with the CISS survey outcomes. To determine if a value is too high or too low, use the reh?vant age-b.ised average and add or subtract the standard devVJtion.
- Horizontal Smocth Pursuit: A low score on smooth pursuit percentage, and high scores on predictive or latent smooth pursuits may indicate poor tracking abilities on the horizontal plane. This may be suggestive of various vision related issues. Check results in combination with the CISS survey outcomes. To determine if a value is too high or too low, use the relevant age-based average and add or subtract the standard deviation.
- Vertical Smooth Pursuit A low score on smooth pursuit percentage, and high scores on predictive or latent smooth pursuits may indicate poor tracking abilities on the vertical pUne. This may be suggestive of various vision related issues. Check results in combination with the CISS survey outcomes. To determine if a value is too high or too low. use the relevant age-based average and add or subtract the standJrd deviation.
- Horizontal Sacmdes: A low tJrgeting score or fixation number may indicate poor targeting in eccentric gaze positions. A high efficiency. vJriJnce or recovery score may indicate a lack of eye movement control. Check results in combinJtion with the CISS survey outcomes. To determine if a value is too hiJh or too low, use the relevant age-based average and add or subtract the st;mdJrd deviation.
- Vertical Sacca des: A low targeting score or fixation number may Indicate poor targeting in elevated and depressed gaze positions. A high efficiency. variance or recovery score may indicate a lack of eye movement control. Check results in combination with the CISS survey outcomes. To determine if a value is too high or too low, use the relevant age-based average and add or subtract the standard deviation.

Exhibit E

Optomap Retinal Exam Consent

Exhibit F

Notes

NOTES

8/19/26

Spoke with mother about cost of eyewear. Pt declined CL at check in. Pt was quoted pricing for extra test and approved. Mother is now complaining about price she had to pay. Mother is also complaining that pt's hair was not up. Mother stated we are a medical office and should be more professional. Mother also complained about HIPPA violation and that she is writing a letter to the board for HIPPA violation. Pt's mother stated she had someone else's rx.

8/20/2026

Pt had come in for a Comp Vision Exam on 8/17/26 and I pretested him. Pt was 23 so I went over all of the pricing and costs with the pt and not the pt's mother. Pt was a VIP. I had seen that the doctor had ordered Fundus photos and the flicker for the pt. I explained that the doctor had ordered these tests for him and since he had no insurance that everything would be out of pocket. I told the pt that the flicker test would cost $135 and the Fundus photos would cost $80 on top of his exam co-pay of $59. The pt said that running these tests would be fine and then I double checked and he confirmed again. I then went over the OM and the QE and let the pt know that these tests are never covered by insurance and would be an additional $64 on top of what he was already paying and he again said that running those tests would be ok. Just to make sure I wasn't running a test that wasn't necessary, before performing the OM I had went up front and made sure that even though we were doing Fundus we could still run the OM. Alicia had let me know that that was ok. The final test I had run on him was the RE and when he failed the first screener, I let him know that due to his results the doctor would like another test to make sure his visual performance is all well. I let him know that this would cost an additional $65. After doing the Fundus photos and the basic exam I put the pt into an exam room. I went out to grab the Ret Eval and had done a quick calculation of the pts total. I went into the room and once again told the pt that his total for his entire exam would be $403 and I just wanted to double check that was ok. The pt again said yes that's ok and then asked me " is this just for my exam and not including my mothers?" I said yes and he said ok. I then proceeded with the Ret Eval and let him know the doctor would be in shortly to see him. I didn't speak to the mother a single time due to the fact that the pt is 23. Al

Exhibit G

Notice of Privacy Practices

revINTAKE

Date: 08-17-2026

DEMOGRAPHICS

First Name [redacted] Middle name Last name [redacted]

Address [redacted] Suffix

City [redacted] State NV Zip Code [redacted]

Date of Birth [redacted]2003 SSN [redacted] Sex ✓ Male ○ Female

Male

Cell phone [redacted] Home phone Work phone

Preferred contact method ☐ Cell ☐ Home ☐ Work

Email [redacted]@yahoo.com Language

Race Caucasian Ethnicity Not Hispanic or Latino

Marital status ○ Single ○ Married ○ Other

Employment status

○ Employed Full Time	○ Employed Part Time	○ Student Full Time	✓ Unknown
○ Student Part Time	○ Not Employed	○ Retired	○ None
○ Homemaker	○ Active Military	○ Disabled	

What is your driver's license number? [redacted]

Who is your employer? Student

What is your position/occupation?

revINTAKE

INSURANCE INFORMATION

PRIMARY INSURANCE

Insurance Company Name

Policy Holder Policy Holder Date of Birth

Relationship of Policy Holder ○ Spouse ○ Child ○ Other

Policy Number

SECONDARY INSURANCE:

Insurance Company Name

Policy Holder Policy Holder Date of Birth

Relationship of Policy Holder ○ Spouse ○ Child ○ Other

Policy Number

revINTAKE

REASON FOR VISIT

Please tell us why you're coming to see us **Fixing glasses frames**

If another provider sent you to us, who? _____

EYE HISTORY

When was your last eye exam? **2024**

Who was your previous eye doctor? _____

Have you ever had any eye injuries, surgeries for your eyes, or been diagnosed with an eye disease?

- ☑ Negative/No condition
- ☐ Glaucoma suspect
- ☐ Glaucoma
- ☐ Cataract
- ☐ Age related macular degeneration
- ☐ Surgery
- ☐ Patching
- ☐ Inflammatory disorders
- ☐ Strabismus
- ☐ Amblyopia
- ☐ Retinal degeneration
- ☐ Retinal hole
- ☐ Retinal detachment
- ☐ Keratoconus
- ☐ Injury
- ☐ Dry eye
- ☐ Nystagmus
- ☐ Retinal \ degeneration \ hole \ detachment
- ☐ Other

Do you wear glasses? ○ Yes ○ No

How old are your glasses? _____

What don't you like about your current glasses?

Do you wear contact lenses? ○ Yes ○ No

What brand of contact lenses do you wear? _____

What is your contact lens prescription for the right eye? _____

What is your contact lens prescription for the left eye? _____

What solution(s) do you use to clean your contact lenses? _____

Do you sleep in your contact lenses? ○ Yes ○ No

How often do you start a new pair of lenses? ○ Daily ○ Monthly ○ Quarterly ○ Other

What don't you like about your contact lenses? _____

revINTAKE

HISTORY OF PRESENT ILLNESS

Are you having any problems with your eyes? ✓ Yes ○ No

What problem are you having? **Broken frames**

Which eye is affected? **Both_eyes**

How would you describe the quality of the problem?

✓ Awareness ☐ Bothersome ☐ Painful

How would you describe the severity of the problem?

✓ Mild ○ Moderate ○ Severe

When did the problem begin? **8**

Have you ever had this problem before?

○ New Condition ✓ Return of Previous Condition ○ Ongoing Condition

Is the problem associated with any of the following conditions?

○ Associated with injury ○ Associated with infection
✓ Associated with medical condition ○ Associated with surgery

What have you done to try to make the problem better?

☐ Taking medication ☐ Taking drops ☐ Treated by another provider

Are any symptoms associated with the problem?

☐ Burning ☐ Loss of vision
☐ Tearing ☐ Headache
☐ Mattering ☐ Photophobia
☐ Flashes ☐ Diplopia
☐ Floaters ☐ Red
☐ Loss of sharpness ☐ Itching

revINTAKE

REVIEW OF SYSTEMS

Allergy/Immunology
- ☐ Drug Allergies
- ☐ Environmental Allergies
- ☐ Rheumatoid Arthritis
- ☐ Lupus
- ☐ Sjogren's Syndrome
- ☐ Other
- ☑ Negative

Hematology/Lymphatic
- ☐ Anemia
- ☐ Large Volume Blood Loss
- ☐ Ulcer
- ☐ Hypercholesterolemia
- ☐ Other
- ☑ Negative

Cardiovascular
- ☐ Hypertension
- ☐ Heart Disease
- ☐ Vascular Disease
- ☐ Congestive Heart Failure
- ☐ Stroke/CVA
- ☐ Other
- ☑ Negative

Psychological
- ☐ Depression
- ☐ Attention Deficit
- ☐ Anxiety Disorder
- ☐ Bipolar Disorder
- ☐ Other
- ☑ Negative

Gastrointestinal
- ☐ Crohns
- ☐ Colitis
- ☐ Ulcer
- ☐ Acid Reflux
- ☐ Celiac Disease
- ☐ Other
- ☑ Negative

Neurological
- ☐ Multiple Sclerosis
- ☐ Cerebral Palsy
- ☐ Tumors
- ☐ Stroke/CVA
- ☐ Migraines
- ☐ Autism Spectrum Disorder
- ☐ Epilepsy
- ☐ Other
- ☑ Negative

Ear, Nose & Throat
- ☐ Hearing Loss
- ☐ Sinusitis
- ☐ Dry Mouth
- ☐ Laryngitis
- ☐ Other
- ☑ Negative

Integumentary (Skin)
- ☐ Eczema
- ☐ Rosacea
- ☐ Psoriasis
- ☐ Herpes Simplex/ Cold Sores
- ☐ Herpes Zoster/ Shingles
- ☐ Other
- ☑ Negative

Genitourinary
- ☐ Kidney Disease
- ☐ Prostate Disease
- ☐ STD Herpes/Chlamydia
- ☐ Benign Prostate Hypertrophy
- ☐ Pregnant
- ☐ Nursing
- ☐ Herpes
- ☐ Chlamydia
- ☐ Other
- ☑ Negative

Musculoskeletal
- ☐ Arthritis
- ☐ Fibromyalgia
- ☐ Muscular Dystrophy
- ☐ Ankylosing Spondylitis
- ☐ Osteoporosis
- ☐ Gout
- ☐ Osteoarthritis
- ☐ Other
- ☑ Negative

Constitution
(e.g. fever, weight loss, etc)
- ☐ Developmental Disabilities
- ☐ Cancer
- ☐ Fatigue Syndrome
- ☐ Other
- ☑ Negative

Respiratory
- ☐ Cigarette Smoker
- ☐ Asthma
- ☐ Bronchitis
- ☐ Emphysema
- ☐ Chronic Obstruction
- ☐ Sleep Apnea
- ☐ Other
- ☑ Negative

Endocrine
- ☐ Type 2 Diabetes Mellitus
- ☐ Type 1 Diabetes Mellitus
- ☐ Thyroid dysfunction
- ☐ Hormonal Dysfunction
- ☐ Other
- ☑ Negative

Comments:

revINTAKE

MEDICATIONS

Do you take any prescription or non-prescription medications? ✓ Yes ○ No

What is the name of the medication?	How often do you take this medication?
No Medication	

Please feel free to share any information about your medications here

What pharmacy do you use?

ALLERGIES

Are you allergic to any medications? ○ Yes ✓ No

What medication(s) are you allergic to?	How severe is your allergy?

Are you allergic to any Allergen Group? ○ Yes ✓ No

What Allergen Group(s) are you allergic to?	How severe is your allergy?

Do you have any other allergies? ○ Yes ✓ No

What medication(s) are you allergic to?	How severe is your allergy?

revINTAKE

PAST, FAMILY AND SOCIAL HISTORY

Who is your primary care physician? N/A

DIABETES HISTORY

Do you have diabetes? ☐ Yes ☑ No

How long have you had diabetes?

What physician is treating your diabetes?

How frequently do you see your physician for diabetes care?

What was your last hemoglobin A1c reading?

FAMILY MEDICAL HISTORY

Does anyone in your family have any of the following medical conditions?

☐ None ☐ Hypertension ☑ Diabetes ☐ Cancer ☐ Thyroid ☐ Other

Does anyone in your family have any of the following eye conditions?

☑ None ☐ Severe Myopia ☐ Macular Degeneration ☐ Cataract ☐ Nystagmus
☐ Glaucoma suspect ☐ Severe Hyperopia ☐ Amblyopia ☐ Dry eye
☐ Glaucoma ☐ Strabismus ☐ Retinal Detachment ☐ Other

SOCIAL HISTORY

Do you drink alcohol? ☐ Yes ☑ No ☐ Unknown

How often do you drink alcohol?

Do you use tobacco products? ☐ Yes ☑ No ☐ Unknown

What tobacco product do you use?

☐ Cigarettes ☐ Cigars ☐ Pipes ☐ Smokeless tobacco ☐ Other ☐ No preference

How often do you use tobacco products?

Do you currently or have you ever smoked tobacco products?

☐ Smoker Current status unknown ☐ Never smoker ☐ Former smoker
☐ Current every day smoker ☐ Heavy tobacco smoker ☐ Light tobacco smoker
☐ Current some day smoker ☐ Unknown if ever smoked

Do you have any hobbies?

Optomap Retinal Exam

I hereby authorize Dr. [redacted], OD, PC to perform the procedures I have chosen here and I understand that I am responsible for the corresponding fees that are due on the day of examination.

☑ Optomap Retinal Exam is $44 and the QuantifEye is $20 in addition to my exam co-pay or fee

☐ Optomap Retinal Exam for $44 in addition to my exam co-pay or fee

Patient Name : [redacted]

Patient Signature : [redacted] Date : 08-17-2026

Acknowledgment of Notice of Privacy Practices

[redacted]
[redacted] NV [redacted]

The law requires that [redacted] make every effort to inform you of your rights related to your personal health information. By my signing below, I acknowledge that:

[redacted] I was given the opportunity to read, have read or had explained to me [redacted] Notice of Privacy Practice prior to any services offered.

[redacted] The Notice of Privacy Practice could not be read due to the emergent nature of the care and be acquired when possible

I authorize [redacted] to release my personal health information to the following individuals:

[redacted]

My vision plan requests that all diagnoses related to any medical condition I may have be released to them. As a non-traditional disclosure, release of this information requires my specific authorization:

_✓_ I authorize the release of medical information to my vision plan

___ I do not authorize release of medical information to my vision plan

I HAVE READ AND UNDERSTAND THIS FORM. I AM SIGNING IT VOLUNTARILY.

[redacted] ure _____ 08-17-2026
Date

If you are signing as a personal representative of the patient, please indicate your relationship. If you are signing for a minor, you attest that you have legal authority to make medical decisions for the minor and consent to such care. Please indicate any other parent, step-parent, guardian or other individual(s) authorized to make medical decisions for the minor.

_____

Representative Signature Relationship to Patient Other individual(s) authorized

Materials for Item No. 7

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

[Licensee1] O.D.
[licensee1 email address]
via email only

Re: NSBO Complaint# 27-09
Patient: [Patient]

Dear Licensee:

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

I am having problems with my current eye care doctor's office, Dr. [Licensee1], [Location1] and them getting approval from Prominence Health Care. I am not quite sure what the issue is this year.

In 2025, I believe that they gave the wrong billing code to Prominence when they submitted their request for a pre-authorization for my medically necessary contact lens. I had my appointment this year on July 8, 2026, and reminded them that my insurance needs to be billed through the medical care portion of my insurance and not the vision portion. Medical issue is keratoconus, an eye disease per Dr. [OMD1], an ophthalmologist. They told me that it could be a couple of weeks before they got the approval. This is normal. I called the doctor's office, Dr. [Licensee1], last week to see if they had the authorization yet. They connected me to [Biller1] who handles the billing. [Biller1] told me they had not received an authorization yet and sounded like to me that she had not requested one yet. [Biller1] said that she would check with Prominence and then call me back.

Since she had not called me back yet, I called her again Thursday, August 13th, and [Biller1] said that there was a problem with an outstanding balance that they had from my last billing (2025) for my contact lenes and was not paid and she would check into it further and call me back. [Biller1] also mentioned something to me that this may have gone to collection. This is the first time that I have heard anything about going to collection. I have not received anything from any collection agency. I also do not believe that I should have to pay this bill due to [Office Manager1]'s mistake or incomitance.

This billing she is referring to goes back to my July 3rd, 2025, appointment for my

annual eye checkup. I was told that it would be a couple of weeks before I would receive my contact lens. I called back in about three weeks and talked to [Office Manager1], the office manager at that time and she said they had not ordered them yet. I believe that someone forgot since the doctor left for vacation the next day. They finally ordered my contacts after the doctor returned and I did not receive them until August 2025.

In December 2025 I received a bill from Dr. [Licensee1]'s office for my contacts, $1333. I then called [Office Manager1] at Dr. [Licensee1]'s office and she told me that the claim was denied. I asked her if it was billed under medical or vision care. After several conversations with her she finally told me that she would take care of it. [Biller1] also told me that she had billed Prominence under the vision care portion of my insurance and she told me that Prominence would not pay for both.

On January 15, 2026, I called Prominence but the person I need to talk to, Brenda, was out of the office and she would call me on Thursday, January 21st. I did talk to Brenda and explained the issue to her. She said that they did not receive an authorization from Dr. [Licensee1]'s office.

In January, I received another bill from Dr. [Licensee1]'s office. I called [Office Manager1] again on January 27th and she told me that she would take care of it.

In February, I received another bill from Dr. [Licensee1]'s office. On March 3rd, I called again and no one answered and I did not leave a message. On March 3rd, I called Prominence and talked with Neomi, and she told me that they have not received any request for pre-authorization since 2024.

On March 4th, I called the doctor's office and left a message. On March 4th, [Office Manager1] called me back and said something about that she had checked with the area manager/supervisor and will check with them again and get back to me. She said that she had submitted a request for pre-authorization and received nothing back from Provenience. Since I have not received any further billings from Dr. [Licensee1]'s office, I assumed that [Office Manager1] finally did take care of it.

By the way, [Office Manager1] is no longer employed by Dr. [Licensee1.

Back to today, I am still waiting to hear back from [Biller1]. At this point, I am not sure if this current issue is with Dr. [Licensee1's office or Prominence.

August17, 2026, 3:50pm. I called [Biller1] and asked her if she had gotten an authorization from Prominence yet. She said no and that she talked with them on Friday and did not get an answer. I asked her if she had submitted an authorization and she said yes and will call me back when she hears from them. As of the evening of August 20th, I have not heard anything from [Biller1]. September 1, 2026, at 2:30pm, my wife [wife] talked to [Employee3] at [Location 1] office.

[Wife] asked to make an appointment with their billing manager to get this issue resolved, and [Employee3] informed us that their billing is done out of state. [Wife] explained to her that Prominence has never received an authorization request or claim from Dr. [Licensee1]'s office for 2025 or 2026. [Employee3] will pass this information to [Biller1]. [Wife] also forwarded via email to the [Location 1] office a copy of the discussion between Prominence and Robbie Rushing, our insurance agent, to be given to [Biller1].

Below is the message that Prominence sent to Robbie Rushing on August 31. 2026:

I reviewed the member's file again and confirmed that we do not have any authorization requests or claims on file from Dr. [Licensee1] for 2025. We also do not have any authorization requests on file for 2026.

We received a call from the provider's office inquiring about the authorization and claim status; however, there is currently nothing on file for us to review. Per the notes, the office indicated they would submit the authorization request through Availity. If the request had been successfully submitted, we would expect to see either an authorization request or a claim in our system.

At this time, the most recent claim we have on file from Dr. [Licensee1] is from **2024**. There are no claims or authorizations on file for **2025**, and no authorization requests on file for **2026**. The provider should submit the claim as soon as possible to avoid any timely filing issues, as claims are subject to the 365-day filing limit. Please note that if a claim is submitted without an approved authorization on file, it may deny for lack of authorization.

The appropriate process would have been:
1.Submit an authorization request via Availity or fax.
2.Include the required clinical documentation supporting medical necessity.
3.Wait for the authorization determination and approval.
4. Once the authorization is approved, submit the claim for processing."

Sincerely,
siaus.com

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 **October 9, 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," the location or business as "Location 1," and the patient as "Patient." Do NOT place your response on your personal or office letterhead.**

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

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

limited to:

NRS 636.295(8) (unprofessional conduct in the practice of optometry);
NRS 449A.106(7) ("Every patient of a medical facility or facility for the dependent has the right to: . . . Examine the bill for his or her care and receive an explanation of the bill, whether or not the patient is personally responsible for payment of the bill.")

Respectfully,

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

NUTILE LAW

Maria Nutile, Esq.*
Bridget Kelly, Esq. **

* licensed in NV, AZ and CO
** licensed in NV and AZ

October 23, 2026

VIA EMAIL
director@nvoptometry.org

Adam Schneider, Esq.
Executive Director
Nevada State Board of Optometry
P.O. Box 1824
Carson City, NV 89702

Re: NSBO Complaint #27-09

Dear Mr. Schneider:

This firm represents the employer of Licensee 1. In that regard, we write in response to the allegations contained in your recent letter in the above-referenced matter ("Letter"). Capitalized terms not otherwise defined herein shall carry their meanings from the Letter.

We appreciate the extension provided to respond in this matter. Requested records are attached, and referred to herein by their Bates numbered pages (GG ###).

As a preliminary matter, we respectfully note that NRS 449A.106(7) as cited in the Letter is not applicable in this matter. Location 1 is not a "medical facility" as defined under NRS 449A.050, 449.0151, and is not licensed by the Nevada Health Authority.

Background

As pertinent to this Complaint, the Patient was seen for an annual comprehensive eye exam on July 3, 2025. (GG 002-008). Patient had already been wearing scleral contact lenses for corneal ectasia, and Licensee 1 prescribed new lenses for Patient at this appointment. (GG 007). Licensee 1 ordered the scleral lenses on or about July 23, 2025, and they were dispensed to the Patient on or about August 11, 2025. (GG 009, 046).

Patient's Prominence Medicare Advantage plan ("Prominence MA") included vision benefits administered by National Vision Administrators ("NVA"). Prominence MA members are

required to use the NVA provider network[1], which includes Location 1 and Licensee 1. Prominence MA describes vision benefits as including coverage *through NVA* for medically necessary contact lenses.[2]

On or about September 24, 2025, a prior authorization request for the CLs was submitted to NVA. (GG 034-038).[3] On October 6, 2025, Location 1 staff were informed by NVA that Patient did not have benefits for medically necessary contact lenses. (GG 046). Remittance advice and claim information stated the CLs were not covered in 2025 because Patient's "maximum individual cap amount for the policy has been reached" and that Patient was "currently not eligible" for coverage of the office visit itself. (GG 040-044). Patient should have received an Explanation of Benefits with this information directly from Prominence MA/NVA at the time.

Because Patient's insurance did not cover the cost of the contact lenses, Location 1 sent invoices to Patient for $1,333.00 on December 15, 2025; January 15, 2026; and February 16, 2026. (GG 025-26). When Patient's account still had not been paid by March 2026, the debt was written off. (GG 024, 027). Although Location 1's software describes written-off debt as "sent to collections", Licensee 1 notes that Location 1 never sends any patient debts to a collection agency, and in fact does not contract with any debt collection service at all. Patient therefore received the CLs in 2025 at no cost to Patient, and Location 1 received no reimbursement for its costs for the CLs from Patient's insurance.

Patient was seen by Licensee 1 again on July 8, 2026. That same date, Licensee 1 ordered "Start PA for scleral lenses order new lenses per notes in chart when PA is approved." (GG 047). NVA approved and paid the claim for the CLs and the office visit. (GG 031-32). The Patient's CLs were dispensed to the Patient on October 12, 2026 (GG 019). Patient's account at Location 1 currently has no outstanding balance.

As the result of Licensee 1's and Location 1's investigation into this complaint, it was determined that one office employee at Location 1 was primarily responsible for failures of communication and follow-through. That employee has since been reassigned to duties better suited to the employee's strengths, to prevent this situation occurring with any other Location 1 patient.

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[1] See, https://prominencemedicare.com/get-care/vision-reimbursement/

[2] See, *id*. ("If you have a medical condition that requires the use of contact lenses, they are covered at no cost you. Prior authorization is required and includes fitting and follow-up.")

[3] The Complaint references Patient's "medical" versus "vision" benefits. It is unclear in referencing "Prominence" if the Patient specifically means medical or vision coverage. Patient's coverage for the CLs was through the vision benefits administered by NVA, but under the "medical necessity" standard. It is possible when Patient states "Prominence" had no record of a prior authorization request, Patient had communicated with the medical portion of Patient's coverage, and not with NVA.

Allegations

The Letter, *inter alia*, alleges the following:

1. Failure to obtain prior authorization for medically necessary contact lenses ("CL") dispensed to Patient in August 2025.

Licensee 1 denies this allegation. Licensee 1 completed a prior authorization request which was submitted to NVA in September 2025, and was denied by NVA in October 2025.

When Patient queried the December 2025 statement, Location 1 tried again to obtain prior authorization from NVA. Internal messages and phone logs show these renewed efforts in January 2026. (GG 046-48).[4] As noted above, Patient's debt for the CLs was written off in March 2026.

2. Failure to notify patient of collections activity on overdue balance for 2025 CL.

As explained above, Location 1 does not utilize a collections agency, and Patient's debt was never sent to collections. Licensee 1 has been unable to verify whether Patient was in fact told Patient's account had been sent to collections as alleged in the Complaint.

3. Failure (as of the Patient's complaint) to obtain prior authorization for 2026 CL resulting in a delay of treatment.

Licensee 1 was informed that when Location 1 contacted NVA to request prior authorization for the Patient's 2026 CLs, they were told this time that a prior authorization was not necessary. Location 1 submitted a claim to NVA for the CLs, which was paid in full. The CLs were dispensed to the Patient on October 12, 2026.

4. Failure to communicate efficiently and effectively with Patient regarding insurance authorizations and charges for 2025 CL and 2026 CL.

Licensee 1 has not been able to verify all administrative activity that was performed by Location 1 staff with regard to Patient. Licensee 1 confirms that Licensee 1 did order CLs and request prior authorizations for Patient in a timely manner in both 2025 and 2026. As to NVA's denial of coverage in 2025, Licensee 1 notes that Patient should have received communications from Prominence Health/NVA directly. Additionally, any dispute over the basis for denial ("maximum individual cap amount for the policy has been reached") would have had to be raised by Patient, not by Licensee 1, because it did not involve medical necessity.

[4] (888) 572-1842 is the number for NVA's Prominence Health Vision Plan Dedicated Vision Benefit Line. (855) 969-5882 is the main number for Prominence Health Plan.

Summary

Licensee 1 denies the allegations contained in the Letter. Licensee 1 and Location 1 did request prior authorization for the CLs in 2025, which was denied. According to NVA, Patient had reached the coverage cap and the CLs were not covered that year. The Patient should have received EOBs from the insurer to this effect. Patient's CLs for 2026 were paid in full by NVA and dispensed to Patient on October 12, 2026.

It appears there may have been some confusion by staff as to the Patient's costs for the non-covered CLs being written off as bad debt, rather than being sent to "collections" as described by the software. Location 1 has ensured staff are aware that Location 1 does not actually utilize any collections service. It also appears there may have been some confusion on the Patient's part in following up with the "medical" insurance with Prominence rather than the vision benefit for the CLs through NVA, because prior authorizations were indeed submitted to and processed by NVA for the CLs in 2025.

Licensee 1 sympathizes with the Patient's confusion and inconvenience, and plans to personally monitor Patient's CL prior authorization (if necessary) in 2027. Ultimately, Patient received the 2025 CLs at no out-of-pocket cost, which was absorbed by Location 1. Patient also received the 2026 CLs at no out-of-pocket cost as they were covered by insurance.

Location 1 has since reassigned the office staff employee who appears to have been primarily responsible for failures of communication and follow-through with regard to the Patient.

For reasons set forth above, we respectfully request that this matter be resolved without any disciplinary action against Licensee 1 or any other formal action.

Should you have any questions, I may be reached at 702.307.4870.

Sincerely,

NUTILE LAW



Maria Nutile, Esq.

Encl.

cc: Bridget Kelly, Esq.

VISIT NOTES

Patient Encounter

Patient	Provider	Encounter
[redacted]	[redacted]	Date: 07/03/2025
[redacted]	[redacted]	Type: Comprehensive Eye Exam
[redacted]	[redacted]	
DOB: [redacted] 81 Years	[redacted]	
Sex: Male	[redacted]	

History

Reason For Visit

Patient Reason:

Annual eye exam, LEE 2024
Pt update CL rx - wears scleral lenses.

Provider Reason:

Referring

Addl Reason:

Review of Systems

Ocular:	
Constitutio	Negative
ENT:	Negative
Neuro:	Negative
Psych:	Negative
Cardio:	Hypertension
Respirator	Negative
GI:	Negative
GU:	Negative
Musc/Skel:	Negative
Integ:	Negative
Endo:	Negative
Hem/Lymp	Negative
Allergy/Im	Negative

Additional Comments:

Current Medications

Start Date	Description
07/03/2025	Losartan
05/02/2023	Celebrex 100 MG Oral Capsule

Reviewed by [redacted] *on 09/23/2025 11:31 AM*

Allergies

Medication Allergies

No known medication allergies

Comments

Other Allergies

No known other allergies

Comments

Orientation/Mood

Orientation/Mood

Orientation: Normal

Mood: Normal

Related Conditions

Employment: No

Auto Accident: No **Stat**

Other No

Past, Family, Social History

Ocular History

Ocular: Negative

Additional Comments:

Family History

Ocular: None

Medical: None

Additional Comments:

Social History

Tobacco: No

Smoking:

Alcohol: No

Hobbies:

Family Medical History

Updated By: drf2018

Updated On: 09/23/2025

Comments:

Created On:	Code:	Description:	Relationship:	Comment:
05/02/2023	275937001	Family history of cancer (situation)	Y: M N: F,Bro,Sis,S,D	
05/02/2023	430678008	Family history of diabetes mellitus type 1 (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	13644009	Hypercholesterolemia (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	300934004	Family history: Hypothyroidism (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	160357008	Family history: Hypertension (situation)	Y: M N: F,Bro,Sis,S,D	
05/02/2023	195967001	Asthma (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	416855002	Family history of diabetes mellitus in first degree relative (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	430679000	Family history of diabetes mellitus type 2 (situation)	N: F,M,Bro,Sis,S,D	

Family Ocular History

Updated By: drf2018

Updated On: 09/23/2025

Comments:

Created On:	Code:	Description:	Relationship:	Comment:
05/02/2023	42059000	Retinal detachment (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	29555009	Retinal disorder (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	95486002	Congenital blindness (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	160347007	Family history: Glaucoma (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	160348002	Family history: Cataract (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	431812006	Family history of degenerative disorder of macula (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	232148006	Congenital color blindness (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	246623008	Lazy eye (finding)	N: F,M,Bro,Sis,S,D	

Contact Lens History

Current Lenses

OD: SynergEyes VS Scleral (SynergEyes) - Menicon Z

OS: SynergEyes VS Scleral (SynergEyes) - Menicon Z

	BC	BC2	Sph	Sph2	Cyl	Axis	Diam	Add	Add Diam	Tint
OD	8.40mm	mm	+2.75		0.00	000	16.0			
OS	8.40mm	mm	+4.25		0.00	000	16.0			

	Opt Zone	2nd	2nd Wid	Per	Per	Thick	Edge Lift	DOT	Special Chars
OD						0.43			
OS						0.47			

Lens History

Lens Age:

Supply None

Wearing History

Ave Daily Wearing Time: 14 hours

Today's Wearing Time: 2 hours

Ave Replacement Period:

Continuous Wear Period:

Care History

Solutions

Drops Used:

Other

Additional Comments:

Examination

Pretesting

Pupils

OD Direct Response	4+	*OS Direct Response*	4+
APD Negative	Yes	*PERRLA*	Yes

EOM (Motility)

OD Full Range	Yes	*OS Full Range*	Yes

Cover Test

ACT Near Descriptor	ortho	*UCT Distance*	No Motion
UCT Near	No Motion		

Confrontation/Automated

OD Full Field Conf.	Yes	*OS Full Field Conf.*	Yes

Spectacle

Aided Visual Acuity

OD Distance VA (20/)	20	*OS Distance VA (20/)*	30
OU Distance VA (20/)	20	*Rx Worn*	Contact Lenses
VA Method	Snellen		

Lensometry With Prism

OD	0.00 -2.00 x 178	*OS*	-8.50 -5.25 x 032
OD Near Add	+2.50	*OS Near Add*	+2.50
Lensometry Comment	2024 Rx		

Keratometry

OD H Meridian	169	*OS H Meridian*	026
OD H Power	+43.25	*OS H Power*	+53.00
OD V Meridian	079	*OS V Meridian*	116
OD V Power	+44.50	*OS V Power*	+59.50

Autorefraction

OD	-0.50 -2.00 x 173	*OS*	-7.00 -5.00 x 076

Technical Refraction

OD	-0.50 -1.75 x 178	*OS*	-8.50 -5.00 x 055
OD Distance VA (20/)	20	*OS Distance VA (20/)*	70
OU Distance VA (20/)	20		

Final Refraction

Final Refraction With Prism

OD	-0.50 -1.75 x 178	*OS*	-8.50 -5.00 x 055
OD Distance VA (20/)	20	*OS Distance VA (20/)*	20
Near Add VA (20/)	20	*OU Distance VA (20/)*	20

CL Evaluation

CL Evaluation

OD Lens Centration	Even	*OS Lens Centration*	Even
OD Lens Quality	No Defects	*OS Lens Quality*	No Defects
OD Lens Rotation	20	*OS Lens Rotation*	15
OD Lens Surface	Clean	*OS Lens Surface*	Clean
OD Limbal Coverage	Full	*OS Limbal Coverage*	Full
OD Rotation Direction	Left	*OS Rotation Direction*	Right
Comment	Toric mark at 160 (left x 40)OD, 200 central vault OS, toric mark right x 30 good central vault Physical fit good at landings good central and limbal clearence ou		

External Ocular Eval

Slit Lamp

Adnexa OD	NL	*Adnexa OS*	NL
Anterior Chamber OD	Deep & Quiet	*Anterior Chamber OS*	Deep & Quiet
Bulb Conj OD	Clear	*Bulb Conj OS*	Clear
Cornea OD	Clear	*Cornea OS*	Scar
Episclera OD	Clear	*Episclera OS*	Clear
OD Iris	Flat and Clear	*OS Iris*	Flat and Clear
OD Lens	NSC2	*OS Lens*	PCIOL C/C
Palpebral Conjunctiva	Clear	*Palpebral Conjunctiva*	Clear
Sclera OD	Clear	*Sclera OS*	Clear

NCT

OD NCT	11	*OS NCT*	
IOP NCT	09:32 AM		

Additional Comments:
OS UTT

Internal Ocular Eval General

Examining Techniques

FundusTechnique OD	DFE90D, 20D	*FundusTechnique OS*	20D, DFE90D

Fundus

AV Crossing OD	Normal	*AV Crossing OS*	Normal
AV Ratio OD	Greater than 2/3	*AV Ratio OS*	Greater than 2/3
Art Reflex OD	0	*Art Reflex OS*	0
Macula OD	Clear	*Macula OS*	Clear
Post Pole OD	Clear	*Post Pole OS*	Clear
Vitreous OD	Clear	*Vitreous OS*	Clear

Optic Nerve

C/D H OD	0.20	*C/D H OS*	0.20
C/D V OD	0.20	*C/D V OS*	0.20
NR Rim OD	Clear	*NR Rim OS*	Clear
ONH Color OD	Pink	*ONH Color OS*	Pink
ONH Margins OD	Distinct 360	*ONH Margins OS*	Distinct 360

DPAs Used

DPAs	0.5 T, Prop

Assessment and Plan

Diagnoses

Dx Date	Dx	Description	Eye	Care Plan
05/02/2023	H52.223	Regular astigmatism, bilateral		
05/02/2023	H18.712	Corneal ectasia, left eye		Order sclerals, RTC for dispense
05/02/2023	Z96.1	Presence of intraocular lens	OS	
06/04/2024	H25.811	Combined forms of age-related cataract, right eye	OD	
07/03/2025	H52.13	Myopia, bilateral		RTC 07/03/2026 for Comprehensive Eye Exam Spec New Eyeglass Rx

Diagnoses Comments

Additional Comments

Coding

Service	Description	Diagnoses
92014	COMP. OPHTH. SERVICE, EST PT	Z96.1, H18.712, H52.223, H25.811, H52.13
92015	REFRACTION	Z96.1, H18.712, H52.223, H25.811, H52.13
S9986-1	Widefield imaging Screening	Z96.1, H18.712, H52.223, H25.811, H52.13

Encounter has NOT yet been signed

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

Status	Start Date	End Date	User	Description
New	8/8/2025	8/8/2025	LNakamoto	New order created
Approved	8/8/2025	8/8/2025	LNakamoto	Order approved
Transmitted	8/8/2025	8/8/2025	LNakamoto	Transmitted order
Vendor Shipped	8/8/2025	8/8/2025	LNakamoto	Vendor shipped order
Received	8/8/2025	8/11/2025	LNakamoto	Order received
Dispensed	8/11/2025	8/11/2025	Me2024	to pt
Completed	8/11/2025		Me2024	Order completed

SynergEyes

2053079

PACKING SLIP

Ship To:		Bill To:	
	103724 [redacted] USA		103724 [redacted] USA

Ship Date	Carrier	Sales Order Number	PO Number
2025-08-04	Fedex 2 Days	2271426	105068

Line	Order Qty	Ship Qty	Part # Description	Lot #	Patient	Call for Credit by
1	1	1	1083-840160+0275+000000363442-MC SynergEyes VS, BCR=8.40, Dia=16.0, Rx=+02.75, Cyl=+0.00, Axis=000, SLZ F=36, Height=3.4, SLZ S=42 Z Clear	25282526R1	[redacted] OD Right Eye	12/2/2025
2	1	1	1083-840160+0425+000000383742-MC SynergEyes VS, BCR=8.40, Dia=16.0, Rx=+04.25, Cyl=+0.00, Axis=000, SLZ F=38, Height=3.7, SLZ S=42 Z Clear	25282526L1	[redacted] OS Left Eye	12/2/2025

To request a credit for Canceled or Non-Adapt lenses there is no need to return the lenses.
Call SynergEyes Customer Care @1-877-733-2012
Monday through Friday 6:30AM to 4:30PM (PST)

Patient Encounter

Patient	*Provider*	*Encounter*
[redacted]	[redacted]	Date: 07/08/2026
[redacted]	[redacted]	Type: Comprehensive Eye Exam
[redacted]	[redacted]	
DOB: [redacted] 82 Years	[redacted]	
Sex: Male	[redacted]	

History

Reason For Visit

Patient Reason:

Annual eye exam, [redacted] 2025
Pt would like to update CL Rx, wears scleral lenses.

Referring

Provider Reason:

Addl Reason:

Review of Systems

Ocular:	
Constitutio	Negative
ENT:	Negative
Neuro:	Negative
Psych:	Negative
Cardio:	Hypertension
Respirator	Negative
GI:	Negative
GU:	Negative
Musc/Skel:	Negative
Integ:	Negative
Endo:	Negative
Hem/Lymp	Negative
Allergy/Im	Negative

Additional Comments:

Current Medications

Start Date	Description
07/03/2025	Losartan
05/02/2023	Celebrex 100 MG Oral Capsule

Allergies

Medication Allergies

No known medication allergies

Comments

Other Allergies

No known other allergies

Comments

Orientation/Mood

Orientation/Mood

Orientation: Normal

Mood: Normal

Related Conditions

Employment: No

Auto Accident: No **Stat**

Other No

Past, Family, Social History

Ocular History

Ocular: Negative

Additional Comments:

Family History

Ocular: None

Medical: None

Additional Comments:

Social History

Tobacco: No

Smoking:

Alcohol: No

Hobbies:

Family Medical History

Updated By: MM2024

Updated On: 07/08/2026

Comments:

Created On:	Code:	Description:	Relationship:	Comment:
05/02/2023	430678008	Family history of diabetes mellitus type 1 (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	430679000	Family history of diabetes mellitus type 2 (situation)	N: F,M,Bro,Sis,S,D	
07/08/2026	430089002	Family history of hyperthyroidism (situation)		
05/02/2023	13644009	Hypercholesterolemia (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	416855002	Family history of diabetes mellitus in first degree relative (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	160357008	Family history: Hypertension (situation)	Y: M N: F,Bro,Sis,S,D	
05/02/2023	300934004	Family history: Hypothyroidism (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	275937001	Family history of cancer (situation)	Y: M N: F,Bro,Sis,S,D	
05/02/2023	195967001	Asthma (disorder)	N: F,M,Bro,Sis,S,D	

Family Ocular History

Updated By: MM2024

Updated On: 07/08/2026

Comments:

Created On:	Code:	Description:	Relationship:	Comment:
07/08/2026	57190000	Myopia (disorder)		
05/02/2023	246623008	Lazy eye (finding)	N: F,M,Bro,Sis,S,D	
05/02/2023	42059000	Retinal detachment (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	29555009	Retinal disorder (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	431812006	Family history of degenerative disorder of macula (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	95486002	Congenital blindness (disorder)	N: F,M,Bro,Sis,S,D	
05/02/2023	160347007	Family history: Glaucoma (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	160348002	Family history: Cataract (situation)	N: F,M,Bro,Sis,S,D	
05/02/2023	232148006	Congenital color blindness (disorder)	N: F,M,Bro,Sis,S,D	

Contact Lens History

Current Lenses

OD: SynergEyes VS Scleral (SynergEyes) - Menicon Z

OS: SynergEyes VS Scleral (SynergEyes) - Menicon Z

	BC	BC2	Sph	Sph2	Cyl	Axis	Diam	Add	Add Diam	Tint
OD	8.40mm	mm	+2.75		0.00	000	16.0			
OS	8.40mm	mm	+4.25		0.00	000	16.0			

	Opt Zone	2nd	2nd Wid	Per	Per	Thick	Edge Lift	DOT	Special Chars
OD						0.43			
OS						0.47			

Lens History

Lens Age:

Supply None

Wearing History

Ave Daily Wearing Time: 15 hours

Today's Wearing Time: 1 hour

Ave Replacement Period:

Continuous Wear Period:

Care History

Solutions

Drops Used:

Other

Additional Comments:

Contact Lens History

Examination

Pretesting

Pupils

OD Direct Response	4+	*OS Direct Response*	4+
APD Negative	Yes	*PERRLA*	Yes

EOM (Motility)

OD Full Range	Yes	*OS Full Range*	Yes

Cover Test

ACT Near Descriptor	ortho	*UCT Distance*	No Motion
UCT Near	No Motion		

Confrontation/Automated

OD Full Field Conf.	Yes	*OS Full Field Conf.*	Yes

Spectacle

Aided Visual Acuity

OD Distance VA (20/)	25	*OS Distance VA (20/)*	30
OD Distance VA Modifier	-1	*OS Distance VA Modifier*	-2
OU Distance VA (20/)	20	*OU Distance VA Modifier*	-1
Rx Worn	Habitual Glasses	*VA Method*	Snellen

Lensometry With Prism

OD	-0.50 -1.75 x 178	*OS*	-8.50 -5.00 x 055
Lensometry Comment	2025 rx		

Keratometry

OD H Meridian	164	*OS H Meridian*	030
OD H Power	+43.50	*OS H Power*	+52.75
OD V Meridian	074	*OS V Meridian*	120
OD V Power	+44.75	*OS V Power*	+59.50

Autorefraction

OD	-0.50 -1.75 x 165	*OS*	-6.00 -1.00 x 056

Technical Refraction

OD	-0.25 -2.00 x 165	*OS*	-6.00 -0.25 x 060
OD Distance VA (20/)	20	*OS Distance VA (20/)*	20
Near Add VA (20/)	20	*OU Distance VA (20/)*	20

Final Refraction

Final Refraction With Prism

OD	-0.25 -2.00 x 165	*OS*	-6.00 -0.25 x 060
OD Distance VA (20/)	20	*OS Distance VA (20/)*	20
Near Add VA (20/)	20	*OU Distance VA (20/)*	20

CL Evaluation

Aided Visual Acuity

OD Distance VA (20/)	20	*OS Distance VA (20/)*	20
OD Near VA (20/)	20	*OS Near VA (20/)*	20
Near VA Distance	16 in	*OU Distance VA (20/)*	20
OU Near VA (20/)	20	*Rx Worn*	Habitual Glasses
VA Method	Snellen		

CL Evaluation

OD Lens Centration	Even	*OS Lens Centration*	Even
OD Lens Quality	No Defects	*OS Lens Quality*	No Defects
OD Lens Rotation	30	*OS Lens Rotation*	20
OD Lens Surface	Clean	*OS Lens Surface*	Clean
OD Limbal Coverage	Full	*OS Limbal Coverage*	Full
OD Rotation Direction	Left	*OS Rotation Direction*	Right
Comment	OS slight blanching nasally > temporally		

CL Over-Refraction

OD	0.00	*OS*	0.00
OD Distance VA (20/)	20	*OS Distance VA (20/)*	20
OU Distance VA (20/)	20		

External Ocular Eval

Slit Lamp

Adnexa OD	NL	*Adnexa OS*	NL
Anterior Chamber OD	Deep & Quiet	*Anterior Chamber OS*	Deep & Quiet
Bulb Conj OD	Clear	*Bulb Conj OS*	Clear
Cornea OD	Clear	*Cornea OS*	Scar
Episclera OD	Clear	*Episclera OS*	Clear
OD Iris	Flat and Clear	*OS Iris*	Flat and Clear
OD Lens	NSC2	*OS Lens*	PCIOL C/C
Palpebral Conjunctiva	Clear	*Palpebral Conjunctiva*	Clear
Sclera OD	Clear	*Sclera OS*	Clear

icare Tonometry

OD icare IOP	14	*OS icare IOP*	12
IOP icare Time	08:58 AM		

Internal Ocular Eval General

Examining Techniques

FundusTechnique OD	90D	*FundusTechnique OS*	90D

Fundus

AV Crossing OD	Normal	*AV Crossing OS*	Normal
AV Ratio OD	Greater than 2/3	*AV Ratio OS*	Greater than 2/3
Art Reflex OD	0	*Art Reflex OS*	0
Macula OD	Clear	*Macula OS*	Clear
Optomap OD	Yes	*Optomap OS*	Yes
Periphery OD	Clear & Flat, No Holes/Breaks	*Periphery OS*	Clear & Flat, No Holes/Breaks
Post Pole OD	Clear	*Post Pole OS*	Clear
Vitreous OD	Clear	*Vitreous OS*	Clear

Optic Nerve

C/D H OD	0.20	*C/D H OS*	0.20
C/D V OD	0.20	*C/D V OS*	0.20
NR Rim OD	Clear	*NR Rim OS*	Clear
ONH Color OD	Pink	*ONH Color OS*	Pink
ONH Margins OD	Distinct 360	*ONH Margins OS*	Distinct 360

Assessment and Plan

Diagnoses

Dx Date	Dx	Description	Eye	Care Plan
05/02/2023	H52.223	Regular astigmatism, bilateral		
05/02/2023	H18.712	Corneal ectasia, left eye		
06/05/2023	H18.713	Corneal ectasia, bilateral		

[redacted], OD 07/08/2026

Diagnoses

Dx Date	Dx	Description	Eye	Care Plan
06/04/2024	H25.811	Combined forms of age-related cataract, right eye	OD	PT will wait until he see's stanko again.
07/03/2025	H52.13	Myopia, bilateral		Spec New Eyeglass Rx RTC 07/08/2027 for Comprehensive Eye Exam Start PA for scleral lenses order new lenses per notes in chart when PA is aproved

Diagnoses Comments

Additional Comments

Coding

Service	Description	Diagnoses
92014	COMP. OPHTH. SERVICE, EST PT	H52.223, H52.13, H25.811, H18.713, H18.712
92015	REFRACTION	H52.223, H52.13, H25.811, H18.713, H18.712
S9986-1	Widefield imaging Screening	H52.223, H52.13, H25.811, H18.713, H18.712
92313 Specialty	92313 Specialty CL E&M 2	H52.223, H52.13, H25.811, H18.713, H18.712

Signed by [redacted], OD on 07/08/2026

Contact Lens Prescriptions

07/08/2026 ***Exp Date: 07/08/2027***

OD: SynergEyes VS Scleral (SynergEyes) - Menicon Z

OS: SynergEyes VS Scleral (SynergEyes) - Menicon Z

	BC	BC2	Sph	Sph2	Cyl	Axis	Diam	Add	Add Diam	Tint
OD	8.40mm	mm	+2.75		0.00	000	16.0			
OS	8.40mm	mm	+4.25		0.00	000	16.0			

	Opt Zone	2nd	2nd Wid	Per	Per	Thick	Edge Lift	DOT	Special Chars
OD						0.43			
OS						0.47			

Rx Comments

place holder RX

Additional Information and Instructions

Modality

Overnight Wearing Schedule **Other**

OD:
OS:

Replacement Schedule
OD:
OS:

Drops:
Solution:
Enz. Cleaner:
Lens Cleaner

Eyeglass Prescriptions

07/08/2026 ***Exp Date:*** ***07/08/2027***

	Sphere	Cyl	Axis	Near Add	Int Add	H Prism	V Prism
OD	-0.25	-2.00	165				
OS	-6.00	-0.25	060				

Used For:

Special Instructions and Recommendations

Material		
Tint		
AR Coating		
Photochromic		
UV Treatment		
Polarized		
LensType		
Instructions		

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

Date	Author	User	Description
8/18/2026 10:23	SYSTEM	LA2004	Order status was updated by (LA2004) to (New)
8/18/2026 10:24	SYSTEM	LA2004	Order update by (LA2004)
8/18/2026 10:25	SYSTEM	LA2004	Order status was updated by (LA2004) to (Approved)
8/18/2026 10:25	SYSTEM	LA2004	Order update by (LA2004)
8/18/2026 10:25	SYSTEM	LA2004	Order update by (LA2004)
8/18/2026 10:43	SYSTEM	KP2023	Order update by (KP2023)
10/8/2026 16:06	SYSTEM	ya2018	Order status was updated by (ya2018) to (Received)
10/8/2026 16:06	SYSTEM	ya2018	Order status was updated by (ya2018) to (Vendor Shipped)
10/8/2026 16:06	SYSTEM	ya2018	Order status was updated by (ya2018) to (Transmitted)
10/12/2026 10:53	SYSTEM	ya2018	Order status was updated by (ya2018) to (Dispensed)

SynergEyes

2159913

PACKING SLIP

Ship To:		Bill To:	
	103724 [redacted] USA		103724 [redacted] USA

Ship Date	Carrier	Sales Order Number	PO Number
2026-10-07	Fedex 2 Days	2377569	

Line	Order Qty	Ship Qty	Part # Description	Lot #	Patient	Call for Credit by
1	1	1	1083-840160+0275+000000363442-MC SynergEyes VS, BCR=8.40, Dia=16.0, Rx=+02.75, Cyl=+0.00, Axis=000, SLZ F=36, Height=3.4, SLZ S=42 Z Clear	26353051R1	[redacted] OD Right Eye	2/4/2027
2	1	1	1083-840160+0425+000000383742-MC SynergEyes VS, BCR=8.40, Dia=16.0, Rx=+04.25, Cyl=+0.00, Axis=000, SLZ F=38, Height=3.7, SLZ S=42 Z Clear	26353051L1	[redacted] OS Left Eye	2/4/2027

We are a proud Certified Green Business in Carlsbad: We encourage our customers to reuse or recycle the glass container and/or packaging, when possible. To learn more about our sustainability initiatives, go to: https://coopervision.com/about-us/coopervision-sustainability

To request a credit for Canceled or Non-Adapt lenses there is no need to return the lenses.
Call SynergEyes Customer Care @1-877-733-2012
Monday through Friday 6:30AM to 4:30PM (PST)

INVOICES

[redacted]

Invoice

Service Date	Invoice Date	Invoice #
07/03/2025	07/03/2025	289419016

Patient	Patient #
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To

[redacted]

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
S9986-1	Widefield imaging Screening Diagnoses: Z96.1, H18.712, H52.223, H25.811, H52.13	$45.00	1	$0.00	$0.00	-$6.00	$39.00	$0.00
	Billed to Insurance - Invoice 289418947 : ($45.00)							
	Transfer In - PR-3 Co-payment Amount : $39.00							
PAYMENT	Credit Card (Visa) - 07/03/2025							-$39.00

Sub-Total	$45.00
Discounts	$0.00
Tax	$0.00
Total Amount	$45.00
Adjustments	-$6.00
Payments Received	$39.00
Credits Granted	$0.00
Balance Due	**$0.00**

Send payments to:
[redacted]

Invoice

Service Date	Invoice Date	Invoice #
07/03/2025	07/03/2025	289418947

Patient	Patient #
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To
NATIONAL VISION ADMINISTRATORS PO BOX 2187 CLIFTON NJ 070152187

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
92014	COMP. OPHTH. SERVICE, EST PT Diagnoses: Z96.1, H18.712, H52.223, H25.811, H52.13	$157.00	1	$0.00	$0.00	-$107.0	$50.00	$0.00
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : ($107.00)							
92015	REFRACTION Diagnoses: Z96.1, H18.712, H52.223, H25.811, H52.13	$44.00	1	$0.00	$0.00	-$44.00	$0.00	$0.00
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : ($44.00)							
S9986-1	Widefield Imaging Screening Diagnoses: Z96.1, H18.712, H52.223, H25.811, H52.13	$45.00	1	$0.00	$0.00	-$45.00	$0.00	$0.00
	Transfer Out - PR-3 Co-payment Amount : ($39.00)							
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : ($6.00)							
PAYMENT	Check - 09/24/2025 - 4933492							-$50.00

Sub-Total	$246.00
Discounts	$0.00
Tax	$0.00
Total Amount	$246.00
Adjustments	-$196.00
Payments Received	$50.00
Credits Granted	$0.00
Balance Due	**$0.00**

[redacted]

Invoice

Service Date	Invoice Date	Invoice #
08/08/2025	11/07/2025	302807643

Patient	Patient #
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To

[redacted]

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
92313	CL FITTING, CORNEOSCLERAL LENS Diagnoses: H52.4, H18.713, H18.712	$325.00	1	$0.00	$0.00	$0.00	$0.00	$325.00
	Billed to Insurance - Invoice 293219337 : ($325.00)							
	Transfer In - PR-119 Benefit maximum for this time period or occurrence has been reached. : $325.00							
V2531	SynergEyes SynergEyes VS Scleral Diagnoses: H52.4, H18.713, H18.712	$504.00	1	$0.00	$0.00	$0.00	$0.00	$504.00
	Billed to Insurance - Invoice 293219337 : ($504.00)							
	Transfer In - PR-119 Benefit maximum for this time period or occurrence has been reached. : $504.00							
V2531	SynergEyes SynergEyes VS Scleral Diagnoses: H52.4, H18.713, H18.712	$504.00	1	$0.00	$0.00	$0.00	$0.00	$504.00
	Billed to Insurance - Invoice 293219337 : ($504.00)							
	Transfer In - PR-119 Benefit maximum for this time period or occurrence has been reached. : $504.00							
TRANSFER-OUT	Sending $1333.00 to collections. New invoice #: 316572748	-$1,333.00	1	$0.00	$0.00	$0.00	$0.00	-$1,333.00

Sub-Total	$0.00
Discounts	$0.00
Tax	$0.00
Total Amount	$0.00
Adjustments	$0.00
Payments Received	$0.00
Credits Granted	$0.00
Balance Due	**$0.00**

[redacted]

For all billing questions, call: [redacted]
Patient Name: [redacted]
Due Date: Upon Receipt

[redacted]

[redacted]

0010 000481

[redacted]

IF PAYING BY VISA, MASTERCARD, DISCOVER OR AMERICAN EXPRESS, FILL OUT BELOW

☐ VISA ☐ MASTERCARD ☐ DISCOVER ☐ AMER.EXP.

CARD NUMBER	EXP. DATE	AMOUNT

SIGNATURE | MUST INCLUDE 3 DIGIT SECURITY CODE FROM BACK OF CARD

STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NO.
12/15/2025	$1333.00	[redacted]

CHARGES AND CREDITS MADE AFTER STATEMENT DATE WILL APPEAR ON NEXT STATEMENT

SHOW AMOUNT PAID HERE $

[redacted] **MAKE CHECKS PAYABLE / REMIT TO:** [redacted]

[redacted]

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

STATEMENT

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT IN ENCLOSED ENVELOPE

Date	Procedure Code	Patient Name	Description	DX	Charge	Adj	Balance
08/08/2025	92313	Gary	92313 - CL FITTING, CORNEOSCLERAL LENS	H52.4, H18.713, H18.712	$325.00		$325.00
08/08/2025		Gary	Billed to Insurance - Invoice 293219337 : ($325.00)			($325.00)	
08/08/2025		Gary	Transfer In - PR-119 Benefit maximum for this time period or occurrence has been reached. : $325.00			$325.00	
08/08/2025	V2531	Gary	V2531 - SynergEyes SynergEyes VS Scleral	H52.4, H18.713, H18.712	$504.00		$504.00
08/08/2025		Gary	Billed to Insurance - Invoice 293219337 : ($504.00)			($504.00)	
08/08/2025		Gary	Transfer In - PR-119 Benefit maximum for this time period or occurrence has been reached. : $504.00			$504.00	
08/08/2025	V2531	Gary	V2531 - SynergEyes SynergEyes VS Scleral.	H52.4, H18.713, H18.712	$504.00		$504.00
08/08/2025		Gary	Billed to Insurance - Invoice 293219337 : ($504.00)			($504.00)	
08/08/2025		Gary	Transfer In - PR-119 Benefit maximum for this time period or occurrence has been reached. : $504.00			$504.00	

Current	30 Days	60 Days	90 Days
$0.00	$1333.00	$0.00	$0.00

Amount Due
$1333.00

We appreciate your business! Thank you for your prompt payment. Pay online now - https://pay.instamed.com/Form/PaymentPortal/Default?id=PRITCHETTEYECARE-ASSOC

For all billing questions, call: [redacted]
Patient Name: [redacted]
Due Date: Upon Receipt

ID	Print Date	Due Date	Message	Stmt. Balance
32476692	2/16/2026	Upon Receipt	Past Due 3rd Notice - Prompt payment of this balance is due. If you have already sent payment, please disregard this notice. Pay online now - [redacted]	$1,333.00
32175312	1/15/2026	Upon Receipt	Past Due 2nd Notice - Prompt payment of this balance is due. If you have already sent payment, please disregard this notice. Pay online now - [redacted]	$1,333.00
31884039	12/15/2025	Upon Receipt	We appreciate your business! Thank you for your prompt payment. Pay [redacted]	$1,333.00
27730105	10/16/2024	Upon Receipt		$20.00

Send payments to:
[redacted]

Invoice

Service Date	Invoice Date	Invoice #
08/08/2025	03/16/2026	316572748

Patient	Patient #
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To
BAD DEBT WRITE OFF

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
TRANSFER-IN	Invoice balance sent to collections (Orig Inv. #: 302807643)	$1,333.00	1	$0.00	$0.00	$0.00	$0.00	$1,333.00

Sub-Total	$1,333.00
Discounts	$0.00
Tax	$0.00
Total Amount	$1,333.00
Adjustments	$0.00
Payments Received	$0.00
Credits Granted	$0.00
Balance Due	**$1,333.00**

[redacted]

Invoice

Service Date	Invoice Date	Invoice #
07/08/2026	07/08/2026	328992947

Patient	Patient #
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To

[redacted]

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
S9986-1	Widefield imaging Screening Diagnoses: H52.223, H52.13, H25.811, H18.713, H18.712	$45.00	1	-$6.00	$0.00	$0.00	$39.00	$0.00
	Discount - Insurance Discount : ($6.00)							
PAYMENT	Credit Card - 07/08/2026							-$39.00

Sub-Total	$45.00
Discounts	-$6.00
Tax	$0.00
Total Amount	$39.00
Adjustments	$0.00
Payments Received	$39.00
Credits Granted	$0.00
Balance Due	**$0.00**

Send payments to:
[redacted]

Invoice

Service Date	Invoice Date	Invoice #
07/08/2026	07/08/2026	328993007

Patient	Patient #
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To
NATIONAL VISION ADMINISTRATORS PO BOX 2187 CLIFTON NJ 070152187

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
92014	COMP. OPHTH. SERVICE, EST PT Diagnoses: H52.223, H52.13, H25.811, H18.713, H18.712	$157.00	1	$0.00	$0.00	-$107.0	$50.00	$0.00
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : ($107.00)							
92015	REFRACTION Diagnoses: H52.223, H52.13, H25.811, H18.713, H18.712	$44.00	1	$0.00	$0.00	-$44.00	$0.00	$0.00
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : ($44.00)							
PAYMENT	Check - 08/19/2026 - 4993652							-$50.00

Sub-Total	$201.00
Discounts	$0.00
Tax	$0.00
Total Amount	$201.00
Adjustments	-$151.00
Payments Received	$50.00
Credits Granted	$0.00
Balance Due	**$0.00**

Send payments to:

[redacted]

Invoice

Service Date	Invoice Date	Invoice #
07/08/2026	08/18/2026	333676407

Patient	Patient #
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To

NATIONAL VISION ADMINISTRATORS - MEDICALLY
PO BOX 2187
CLIFTON NJ 070152187

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
92313 Specialty	92313 Specialty CL E&M 2 Diagnoses: H52.223, H52.13, H25.811, H18.713, H18.712	$350.00	1	$0.00	$0.00	-$300.0	$50.00	$0.00
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : ($300.00)							
V2531	SynergEyes SynergEyes VS Scleral Diagnoses: H18.713	$504.00	1	$0.00	$0.00	$0.00	$0.00	$504.00
V2531	SynergEyes SynergEyes VS Scleral Diagnoses: H18.713	$504.00	1	$0.00	$0.00	$0.00	$0.00	$504.00
PAYMENT	Check - 08/19/2026 - 4993652							-$50.00

Sub-Total	$1,358.00
Discounts	$0.00
Tax	$0.00
Total Amount	$1,358.00
Adjustments	-$300.00
Payments Received	$50.00
Credits Granted	$0.00
Balance Due	**$1,008.00**

[redacted]

Invoice

Service Date	Invoice Date	Invoice #
07/08/2026	08/18/2026	333676407

Patient	Patient #
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To

NATIONAL VISION ADMINISTRATORS - MEDICALLY
PO BOX 2187
CLIFTON NJ 070152187

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
92313 Specialty	92313 Specialty CL E&M 2 Diagnoses: H52.223, H52.13, H25.811, H18.713, H18.712	$350.00	1	$0.00	$0.00	-$204.4	$145.54	$0.00
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : ($300.00)							
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : $95.54							
V2531	SynergEyes SynergEyes VS Scleral Diagnoses: H18.713	$504.00	1	$0.00	$0.00	$0.00	$504.00	$0.00
V2531	SynergEyes SynergEyes VS Scleral Diagnoses: H18.713	$504.00	1	$0.00	$0.00	$0.00	$504.00	$0.00
PAYMENT	Check - 08/19/2026 - 4993652							-$50.00
PAYMENT	Check - 10/06/2026 - 5001974							-$1,103.54

Sub-Total	$1,358.00
Discounts	$0.00
Tax	$0.00
Total Amount	$1,358.00
Adjustments	-$204.46
Payments Received	$1,153.54
Credits Granted	$0.00
Balance Due	**$0.00**

[redacted]

Invoice

Service Date	Invoice Date	Invoice #
07/08/2026	07/08/2026	328993007

Patient	Patient #
[redacted]	[redacted]

Provider	Tax ID
[redacted] OD	[redacted]

Bill To

NATIONAL VISION ADMINISTRATORS
PO BOX 2187
CLIFTON NJ 070152187

Code	Description	Price	Qty	Disc	Tax	Adjs	Paid	Balance
92014	COMP. OPHTH. SERVICE, EST PT Diagnoses: H52.223, H52.13, H25.811, H18.713, H18.712	$157.00	1	$0.00	$0.00	-$107.0	$50.00	$0.00
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : ($107.00)							
92015	REFRACTION Diagnoses: H52.223, H52.13, H25.811, H18.713, H18.712	$44.00	1	$0.00	$0.00	-$44.00	$0.00	$0.00
	Writeoff - CO-45 Charge exceeds fee schedule/maximum allowable or contracted/legislated fee arrangement. : ($44.00)							
PAYMENT	Check - 08/19/2026 - 4993652							-$50.00

Sub-Total	$201.00
Discounts	$0.00
Tax	$0.00
Total Amount	$201.00
Adjustments	-$151.00
Payments Received	$50.00
Credits Granted	$0.00
Balance Due	**$0.00**

PRIOR AUTHORIZATION
AND
REMITTANCE ADVICE

[redacted] | Missing Info | [redacted]

Lucy Anguiano reported a year ago (Fri, Aug 15 2025 12:14 PM) via Email

Request for : Self

Cc: [redacted]com

Details | Related tickets | Tasks | Assets | Associations | Approvals | Activity | Resolution

Description

Hi Lucy,
I am reaching out to you in regards to this patient's medically necessary contact lenses that are invoiced to NVA. Did you happen to submit a prior authorization request to NVA with the medical records and a letter explaining why the patient needs them. If not I have created a letter and just need you to have the doctor sign it as well as finish the exam records so that I may fax the request with the claim to NVA. Please have the doctor sign and finish the records asap so that we can get this backdated PA approved.
Thank you,
[redacted]

Attachments (1)

[redacted]PA Lett...
(104.79 KB)

Requested items

GG 034

- There are no requested items -

Requested items

- There are no requested items -

Attachments 1

Attachment	Size	Attached on	Attached by
[redacted]PA Letter.pdf	104.79 KB	Aug 15, 2025 12:14 PM	[redacted]

Conversations

L [redacted]

replied a year ago (Wed, Sep 3 2025 9:33 AM) to [redacted].com , Cc: [redacted].com,

Hi Lucy M,
Has there been any update on this? Please let me know as soon as possible so that we can get the contacts paid for.
Ticket: https://[redacted]

L Lucy Anguiano

Added a public note a year ago (Wed, Sep 24 2025 11:11 AM).

Hi Logan enclosed are the documents for pt [redacted] let me know if you need anything else

[redacted]

Patient: [redacted]

DOB: [redacted]

To Whom It May Concern,

[redacted] is a patient at my office. He has Corneal Ectasia in both eyes. Due to his medical condition, [redacted] has inadequate vision in glasses and it is medically necessary for him to be fit into scleral contact lenses. Please approve him for the following services and materials:

Corneoscleral Contact Lens Fitting Level 2 CPT code 92313

Synergeyes VS Scleral V2531 OD and OS

Please contact my office at [redacted] if you require additional information to process this request.

Sincerely,

[redacted]

Internal Ocular Eval General

Examining Techniques

FundusTechnique OD	DFE90D, 20D	*FundusTechnique OS*	20D, DFE90D

Fundus

AV Crossing OD	Normal	*AV Crossing OS*	Normal
AV Ratio OD	Greater than 2/3	*AV Ratio OS*	Greater than 2/3
Art Reflex OD	0	*Art Reflex OS*	0
Macula OD	Clear	*Macula OS*	Clear
Post Pole OD	Clear	*Post Pole OS*	Clear
Vitreous OD	Clear	*Vitreous OS*	Clear

Optic Nerve

C/D H OD	0.20	*C/D H OS*	0.20
C/D V OD	0.20	*C/D V OS*	0.20
NR Rim OD	Clear	*NR Rim OS*	Clear
ONH Color OD	Pink	*ONH Color OS*	Pink
ONH Margins OD	Distinct 360	*ONH Margins OS*	Distinct 360

DPAs Used

DPAs	0.5 T, Prop

Assessment and Plan

Diagnoses

Dx Date	Dx	Description	Eye	Care Plan
05/02/2023	H52.223	Regular astigmatism, bilateral		
05/02/2023	H18.712	Corneal ectasia, left eye		Order sclerals, RTC for dispense
05/02/2023	Z96.1	Presence of intraocular lens	OS	
06/04/2024	H25.811	Combined forms of age-related cataract, right eye	OD	
07/03/2025	H52.13	Myopia, bilateral		RTC 07/03/2026 for Comprehensive Eye Exam Spec New Eyeglass Rx

Diagnoses Comments

Additional Comments

Coding

Service	Description	Diagnoses
92014	COMP. OPHTH. SERVICE, EST PT	Z96.1, H18.712, H52.223, H25.811, H52.13
92015	REFRACTION	Z96.1, H18.712, H52.223, H25.811, H52.13
S9986-1	Widefield Imaging Screening	Z96.1, H18.712, H52.223, H25.811, H52.13

Encounter has NOT yet been signed

Contact Lens Prescriptions

07/22/2025 *Exp Date:* *07/22/2026*

OD: SynergEyes VS Scleral (SynergEyes) - Menicon Z

OS: SynergEyes VS Scleral (SynergEyes) - Menicon Z

	BC	BC2	Sph	Sph2	Cyl	Axis	Diam	Add	Add Diam	Tint
OD	8.40mm	mm	+2.75		0.00	000	16.0			
OS	8.40mm	mm	+4.25		0.00	000	16.0			

	Opt Zone	2nd	2nd Wid	Per	Per	Thick	Edge Lift	DOT	Special Chars
OD						0.43			
OS						0.47			

Rx Comments

RX-WEB#105068

Additional Information and Instructions

Modality

Overnight Wearing Schedule

OD:

OS:

Replacement Schedule

OD:

OS:

Other

Drops:

Solution:

Enz. Cleaner:

Lens Cleaner

Eyeglass Prescriptions

STATEMENT OF REMITTANCE

NATIONAL VISION ADMINISTRATORS, LLC
P.O. BOX 2187
CLIFTON, NJ 07015
(800) 672-7723

Check No. 4941746

[redacted]

PROVIDER: [redacted] OD PROVIDER I.D. [redacted]

Subscriber Name	InsCd	Patient	Policy / Sponsor #	Claim #	Patient Acct #	Service Date	Service Code	Charged Amt	Allowed Amt	Buyup Amt	Copay	Co-Ins.	Discount	Reason Code
[redacted]			[redacted]	21265153	38145172	02/14/2025	92004	[redacted]						
						02/14/2025	92015							
						CLAIM TOTAL								
				21256719	56003858	10/02/2025	92014 52							
						10/02/2025	92015 52							
						CLAIM TOTAL								
				21282164	62526938	10/09/2025	92004							
						10/09/2025	92015							
						CLAIM TOTAL								
				21265164	74552126	02/14/2025	92004							
						02/14/2025	92015							
						CLAIM TOTAL								
				21265142	107336401	02/20/2025	92014							
						02/20/2025	92015							
						CLAIM TOTAL								
				21272552	135705333	10/08/2025	92004 52							
						10/08/2025	92015 52							
						CLAIM TOTAL								
				21282190	105477594	10/09/2025	92014							
						10/09/2025	92015							
						CLAIM TOTAL								
				21272554	135981620	10/08/2025	92004 52							
						10/08/2025	92015 52							
						CLAIM TOTAL								
				21237524	90111380	09/26/2025	92004							
						09/26/2025	92015							
						CLAIM TOTAL								
						PROVIDER TOTAL								
				Claim #	Patient Acct #	Service Date	Service Code							
				21232307	136817524	09/25/2025	92004 52							
						09/25/2025	92015 52							
						CLAIM TOTAL								
				21246511	91556171	09/30/2025	92014							
						09/30/2025	92015							
						CLAIM TOTAL								
				21235694	38170254	09/05/2025	92313							
						CLAIM TOTAL								
				21232322	135935760	09/25/2025	92004 52							
						09/25/2025	92015 52							
						CLAIM TOTAL								
				21248420	58810830	10/01/2025	92014 52							
						10/01/2025	92015 52							
						CLAIM TOTAL								
						PROVIDER TOTAL								

PROVIDER I.D. [redacted]

Subscriber Name	InsCd	Patient	Policy / Sponsor #	Claim #	Patient Acct #	Service Date	Service Code	Charged Amt	Allowed Amt	Buyup Amt	Copay	Co-Ins.	Discount	Reason Code	Amount Pd

PLEASE DETACH THIS STATEMENT BEFORE DEPOSITING CHECK

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

NVA®

NATIONAL VISION ADMINISTRATORS, LLC
P.O. BOX 2187
CLIFTON, NJ 07015

JP Morgan Chase Bank, N.A.
Syracuse, NY

No. 4941746

50-937/213

DATE 10/15/25

[redacted]

PAY TO THE ORDER OF

[redacted] PC

VOID AFTER 180 DAYS

[redacted]

Kenneth D Ullma

AUTHORIZED SIGNATURE

FORM NO. 9950S

⑈4941746⑈ ⑆021309379⑆ 4496160⑈

GG 039

000037822

[redacted]

21248385	73488618	10/01/2025	92014
		10/01/2025	92015
		CLAIM TOTAL	
21248386	62144697	10/01/2025	92014 52
		10/01/2025	92015 52
		CLAIM TOTAL	
21246497	75162607	09/29/2025	92014
		09/29/2025	92015
		CLAIM TOTAL	
21268424	59021996	10/07/2025	92014
		10/07/2025	92015
		CLAIM TOTAL	
21246501	76949448	09/29/2025	92014 52
		09/29/2025	92015 52
		CLAIM TOTAL	
21268434	129003657	10/07/2025	92004
		10/07/2025	92015
		CLAIM TOTAL	
		PROVIDER TOTAL	

Claim #	Patient Acct #	Service Date	Service Code
21246495	38641631	09/29/2025	92014
		09/29/2025	92015
		CLAIM TOTAL	
21272559	137710037	10/08/2025	92004
		10/08/2025	92015
		CLAIM TOTAL	
21282138	38673864	10/09/2025	92014 52
		10/09/2025	92015 52
		CLAIM TOTAL	
21282194	91336596	10/09/2025	92014 52
		10/09/2025	92015 52
		CLAIM TOTAL	
21282188	39667603	10/09/2025	92014 52
		10/09/2025	92015 52
		CLAIM TOTAL	
21237508	136731863	09/25/2025	92004 52
		09/25/2025	92015 52
		CLAIM TOTAL	
21232299	137262591	09/25/2025	92004 52
		09/25/2025	92015 52
		CLAIM TOTAL	
		PROVIDER TOTAL	

Claim #	Patient Acct #	Service Date	Service Code
21256705	135310030	09/09/2025	92004 52
		09/09/2025	92015 52
		CLAIM TOTAL	
21261253	38643428	09/25/2025	92014
		09/25/2025	92015
		CLAIM TOTAL	
21256720	47906738	10/02/2025	92014
		10/02/2025	92015
		CLAIM TOTAL	
21261245	53997330	09/24/2025	92014 52
		09/24/2025	92015 52

[redacted]	[redacted]	1341H5945002	21255158	104165010	08/08/2025	92313 MN	325.00	.00	.00	.00	.00	.00	119 1	.00
					CLAIM TOTAL		325.00	.00	.00	.00	.00	.00		.00
[redacted]	[redacted]		21256749	134224997	10/02/2025	92004 52	[redacted]							

000037822

CHOOSE CHECK HERE
DO NOT WRITE/SIGN/STAMP BELOW THIS LINE
DEPOSITORY BANK ENDORSEMENT
TAYLOR

[redacted]	21282185	81183301	09/23/2025	V2020									
			09/23/2025	V2200									
			09/23/2025	V2200									
			09/23/2025	V2784 TI									
			09/23/2025	V2781 T5									
			09/23/2025	V2750 T4									
			CLAIM TOTAL										
			PROVIDER TOTAL										

PROVIDER: [redacted] PROVIDER I.D. : [redacted]

Subscriber Name	InsCd	Patient	Policy / Sponsor #	Claim #	Patient Acct #	Service Date	Service Code	Charged Amt	Allowed Amt	Buyup Amt	Copay	Co-Ins.	Discount	Reason Code	Amount Pd
[redacted]				21246496	75162607	09/29/2025	V2020	[redacted]							
						09/29/2025	V2203								
						09/29/2025	V2784 BI								
						09/29/2025	V2744 BI								
						CLAIM TOTAL									
						PROVIDER TOTAL									
				21248391	38655012	09/29/2025	V2020								
						09/29/2025	V2200								
						09/29/2025	V2744 TT								
						09/29/2025	V2782 TI								
						09/29/2025	V2781 T4								
						09/29/2025	V2750 T1								
						CLAIM TOTAL									
				21248392	136626513	10/01/2025	V2020								
						10/01/2025	V2200								
						10/01/2025	V2200								
						10/01/2025	V2784 TI								
						10/01/2025	V2744 TF								
						10/01/2025	V2781 T7								
						10/01/2025	V2750 T4								
						CLAIM TOTAL									
						PROVIDER TOTAL									
				21232306	136817524	09/25/2025	V2020								
						09/25/2025	V2100								
						09/25/2025	V2100								
						09/25/2025	V2782 SI								
						09/25/2025	V2784 SI								
						CLAIM TOTAL									
						PROVIDER TOTAL									
				21256721	47906738	10/02/2025	V2020								
						10/02/2025	V2201								
						10/02/2025	V2744 BI								
						10/02/2025	V2782 BI								
						10/02/2025	V2750 T3								
						CLAIM TOTAL									
						PROVIDER TOTAL									
				21237592	93075607	09/02/2025	V2020								
						09/02/2025	V2201								
						09/02/2025	V2744 TT								
						09/02/2025	V2781 T2								
						CLAIM TOTAL									
						PROVIDER TOTAL									
				21256722	53997330	09/24/2025	V2200								
						09/24/2025	V2784 TI								
						09/24/2025	V2781 T5								
						CLAIM TOTAL									
				21256723	57224919	09/26/2025	V2520 DO								
						CLAIM TOTAL									
						PROVIDER TOTAL									
				21232286	38155077	09/25/2025	V2020								
						09/25/2025	V2200								
						09/25/2025	V2784 TI								
						09/25/2025	V2744 TF								
						09/25/2025	V2781 T5								
						09/25/2025	V2750 T4								
						CLAIM TOTAL									
						PROVIDER TOTAL									

PROVIDER: [redacted] PROVIDER I.D. : [redacted]

Subscriber Name	InsCd	Patient	Policy / Sponsor #	Claim #	Patient Acct #	Service Date	Service Code	Charged Amt	Allowed Amt	Buyup Amt	Copay	Co-Ins.	Discount	Reason Code	Amount Pd
[redacted]			1341H5945002	21255157	104165010	08/08/2025	V2531 SUB	504.00	.00	.00	.00	.00	.00	35 8	.00
						08/08/2025	V2531 SUB	504.00	.00	.00	.00	.00	.00	35 8	.00
						CLAIM TOTAL		1008.00	.00	.00	.00	.00	.00		.00
						PROVIDER TOTAL		1008.00	.00	.00	.00	.00	.00		.00

PROVIDER: [redacted] PROVIDER I.D. : [redacted]

[redacted]

21246507	47671797	09/30/2025 92014 09/30/2025 92015 CLAIM TOTAL
21268439	114944739	10/07/2025 92014 52 10/07/2025 92015 52 CLAIM TOTAL
21232311	38714441	09/25/2025 92014 52 09/25/2025 92015 52 CLAIM TOTAL PROVIDER TOTAL

Claim #	Patient Acct #	Service Date	Service Code
21246510	44971504	09/30/2025 92004 52 09/30/2025 92015 52 CLAIM TOTAL	
21282173	59931990	10/09/2025 92014 52 10/09/2025 92015 52 CLAIM TOTAL PROVIDER TOTAL	

[redacted]

ADJUSTMENT REASON CODE DESCRIPTION:

38	3	Provider Non-Par. Resubmit or member submit
96	5	Service not covered, Non-Par provider
92	1	Provider has agreed to accept our payment as paid in full.
71	2	Refraction included in routine exam fee; participating provider accepts as paid in full.
119	1	Currently not eligible.
35	1	This is the maximum benefit allowed under your policy.
35	8	Maximum individual cap amount for the plan has been reached
35	6	Partial payment of benefit with current remaining cap dollars

Claim Details

Claim Number: 21255157
Date of Service: 08/08/2025
Check Date: 10/15/2025
Check Number: [redacted]

Patient Name: [redacted]
Status: Paid
Total Paid Amount: $0.00

Services	Amount	Reasons
Medically Necessary Contacts	$0.00	Maximum Individual Cap Amount For The Plan Has Been Reached

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Claim Details

Claim Number: 21255158
Date of Service: 08/08/2025
Check Date: 10/15/2025
Check Number: [redacted]

Patient Name: [redacted]
Status: Paid
Total Paid Amount: $0.00

Services	Amount	Reasons
Contact Fit Medically Necess.	$0.00	Currently Not Eligible.

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COMMUNICATIONS

Date	Description	Created By	User	Status
10/1/2026 16:05	Task #49578488 completed. Task (hi lucy can you pls submit the pa for the scelrea lenses)	SYSTEM	LA2004	Active
7/20/2026 8:28	Task #49127344 completed. Task (Start PA for scleral lenses order new lenses per notes in chart when PA is approved)	SYSTEM	LA2004	Active
7/20/2026 8:27	Task #49287183 completed. Task (does anyone know what the status of the PA for this PT is.)	SYSTEM	LA2004	Active
2/24/2026 10:11	Task #45711241 completed. Task (PA medically necessary contacts; talk with Clarisa about this for Claudia)	SYSTEM	JAP2023	Active
1/27/2026 15:04	Task #45818704 completed. Task (hello, we need a prior auth for this pt's medically necessary contacts, NVA requesting a paper form to be sent in. Thank you)	SYSTEM	CP2025	Active
1/27/2026 15:00	PA was resubmitted	CP2025	CP2025	Active
1/21/2026 11:52	prominence called asking about pt medically necessary CL they have asked us to submit a PA.	CP2025	CP2025	Active
10/6/2025 12:43	NVA called and stated that Pt did not have benefits for medically necessary CLs	ya2018	ya2018	Active
7/23/2025 8:16	Task #41748561 completed. Task (Order scleral)	SYSTEM	drf2018	Active
7/9/2024 10:36	Task #34571600 completed. Task (order scleral)	SYSTEM	drf2018	Active
6/25/2024 11:54	called June 25th for an update on lenses	ma2024	ma2024	Active
6/20/2024 11:37	Task #34579903 completed. Task (PA FOR SCLERAL LENSES)	SYSTEM	TC2022	Active
6/19/2024 15:37	FAXED PRIOR AUTH TO NVA	TC2022	TC2022	Active
6/19/2024 15:25	CALLED NVA AND SPOKE WITH RONALD TO INQUIRE ABOUT PROCESSING MEDICALLY NECESSARY CLS THROUGH INSURANCE NEED A LETTER SPECIFYING WHY, MOST RECENT EXAM NOTES, CLS R/X, K READING AND TOPOGRAPHY, KERATOCONOUS DIAGNOSIS REQUIRED? FAX THIS INFORMATION TO 877-866-0598 AND ALLOW 15 BUSINESS DAYS TO PROCESS REFERENCE NUMBER 3321	TC2022	TC2022	Active
7/21/2023 9:12	Task #29291665 completed. Task (please remove 6-5-23 eval, duplicate THX!)	SYSTEM	drh2018	Active
7/18/2023 14:36	Task #29303930 completed. Task (Hey, Can you take off the 92313 code from the 06/05/2023 exam? It's coded already in another exam)	SYSTEM	drh2018	Active
6/8/2023 8:06	Task #28645654 completed. Task (See notes for changes adjusting vault and power OD, power only OS)	SYSTEM	JR2002	Active
5/10/2023 10:51	I called DeMers to get the previous scleral lens RX. He was in an atlantis scleral.	AS2021	AS2021	Active

#	Description	Due Date	Priority	Category	Created On	Created By	Status
50284750	Hey Lucy! Pt's wife called in to resolve issues with billing. Mentioned NVA said there was never an authorization request from [redacted] callback: [redacted]	9/1/2026	Normal	Accounting	9/1/2026	JN2026	Active
49578488	hi lucy can you pls submit the pa for the scelrea lenses		Normal	General	7/29/2026	nv2025	Completed
49287183	does anyone know what the status of the PA for this PT is.	7/15/2026	Normal	Communication	7/15/2026	drf2018	Completed
49127344	Start PA for scleral lenses order new lenses per notes in chart when PA is approved	7/8/2026	Normal	Order	7/8/2026	drf2018	Completed
45818704	hello, we need a prior auth for this pt's medically necessary contacts, NVA requesting a paper form to be sent in. Thank you	1/27/2026	Normal	Billing	1/27/2026	CP2025	Completed
45711241	PA medically necessary contacts; talk with Clarisa about this for Claudia		Normal	Order	1/21/2026	Pnipay2022	Completed
41748561	Order scleral	7/3/2025	Normal	Prescription	7/3/2025	drf2018	Completed
34579903	PA FOR SCLERAL LENSES	6/4/2024	Normal	Billing	6/4/2024	TC2022	Completed
34571600	order scleral	6/4/2024	Normal	Order	6/4/2024	drf2018	Completed
29303930	Hey, Can you take off the 92313 code from the 06/05/2023 exam? It's coded already in another exam	7/18/2023	Normal	Billing	7/18/2023	AS2021	Completed
29291665	please remove 6-5-23 eval, duplicate THX!	7/17/2023	Normal	Billing	7/17/2023	JR2002	Completed
28645654	See notes for changes adjusting vault and power OD, power only OS		Normal	Prescription	6/5/2023	drh2018	Completed

TELEPHONE CALL LOG												
Type	**Direction**	**From**	**To**	**Extension**	**Forwarded To**	**Name**	**Date**	**Time**	**Action**	**Action Result**	**Result Description**	**Duration**
Voice	Outgoing	(775) 782-3937	(855) 969-5882	64230 - Front 2 - 271			Tue 01/06/2026	2:29 PM	VoIP Call	Call connected		0:07:51
Voice	Incoming	(855) 969-5882	(775) 746-2020				Tue 01/27/2026	10:32 AM	Phone Call	Voicemail		0:00:45
	Incoming	(855) 969-5882		30161 - 270 - PECA Keystone			Tue 01/27/2026	10:32 AM	Phone Call	Accepted	The call connected to and was accepted by this number.	0:00:00
	Incoming	(855) 969-5882		270 - 270 - PECA Keystone			Tue 01/27/2026	10:32 AM	Phone Call	Voicemail		0:00:44
Voice	Outgoing	(775) 746-2020	(855) 969-5882	64235 - Front 1 - 270			Mon 02/23/2026	12:01 PM	VoIP Call	Call connected		0:05:50
Voice	Incoming	(855) 969-5882	(775) 575-5700			-18559695882	Mon 05/18/2026	12:26 PM	Phone Call	Accepted	The call connected to and was accepted by this number.	0:06:51
	Incoming	(855) 969-5882		30166 - 275 - PECA Fernley			Mon 05/18/2026	12:26 PM	Phone Call	Accepted	The call connected to and was accepted by this number.	0:00:00
	Incoming	(855) 969-5882		275 - 275 - PECA Fernley		-18559695882	Mon 05/18/2026	12:26 PM	Phone Call	Accepted	The call connected to and was accepted by this number.	0:06:51
Voice	Outgoing	(775) 677-1020	(855) 969-5882	64249 - Front 2 - 273			Thu 05/28/2026	6:35 PM	VoIP Call	Call connected		0:00:06
Voice	Incoming	(855) 969-5882	(775) 825-3232				Mon 06/08/2026	11:55 AM	Phone Call	Voicemail		0:02:16
	Incoming	(855) 969-5882		30156 - 266 - PECA Baker			Mon 06/08/2026	11:55 AM	Phone Call	Accepted	The call connected to and was accepted by this number.	0:00:00
	Incoming	(855) 969-5882		266 - 266 - PECA Baker			Mon 06/08/2026	11:55 AM	Phone Call	Voicemail		0:02:16
Voice	Outgoing	(775) 883-2015	(855) 969-5882	64211 - Front 1 - 268			Mon 07/06/2026	12:50 PM	VoIP Call	Call connected		0:05:20
Voice	Outgoing	(775) 677-1020	(888) 572-1842	64249 - Front 2 - 273			Mon 08/31/2026	1:17 PM	VoIP Call	Call connected		0:00:15
Voice	Outgoing	(775) 359-2020	(855) 969-5882	64207 - Lab 1 - 274			Thu 09/24/2026	2:45 PM	VoIP Call	Call connected		0:14:26
Voice	Outgoing	(775) 359-2020	(855) 969-5882	64207 - Lab 1 - 274			Thu 09/24/2026	2:45 PM	VoIP Call	Call connected		0:00:06

From: [redacted]
To: [redacted]
Subject: [redacted] Insurance issue
Date: Tuesday, September 1, 2026 3:01:54 PM

You don't often get email from [redacted]@gmail.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Joanne,
Please find below a copy of the email sent to my husband [redacted] regarding the issue we are having getting authorization for his contacts. Please pass this information to your Manager, Lucy. We would like to work together to get this issue resolved as soon as possible.
Thank you.

From: [redacted]@seniorinsuranceagency.com>
Sent: Tuesday, August 25, 2026 9:42 AM
To: [redacted]@sbcglobal.net>
Subject: Re: Prominence/Dr. [redacted]

Here's the answer. It seems the doctors office has yet to submit the prior authorization.

It's always he said she said on these issues.

I suggest you show this to the provider.

"I reviewed the member's file again and confirmed that we do not have any authorization requests or claims on file from **Dr.** [redacted] for 2025. We also do not have any authorization requests on file for 2026.
We received a call from the provider's office inquiring about the authorization and claim status; however, there is currently nothing on file for us to review. Per the notes, the office indicated they would submit the authorization request through Availity. If the request had been successfully submitted, we would expect to see either an authorization request or a claim in our system.
At this time, the most recent claim we have on file from Dr. [redacted] is from **2024**. There are no claims or authorizations on file for **2025**, and no authorization requests on file for **2026**.
The provider should submit the claim as soon as possible to avoid any timely filing issues, as claims are subject to the 365-day filing limit. Please note that if a claim is submitted without an approved authorization on file, it may deny for lack of authorization.
The appropriate process would have been:

1. Submit an authorization request via Availity or fax.
2. Include the required clinical documentation supporting medical necessity.
3. Wait for the authorization determination and approval.
4. Once the authorization is approved, submit the claim for processing."

Thank you,

[redacted]
siaus.com

I can be reached by this email or phone
[redacted]@gmail.com
Or you can reach [redacted] at:
[redacted]

Thank you,

[redacted]