

**COLORADO STATE BOARD OF OPTOMETRY
POLICIES & GUIDELINES
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Approved August 5, 2009**

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REPORTING FORM

Board of Optometric Examiners Policies

10- Administrative

10-1 Annual review

The Board will review and revise these policies, as necessary, and the list of procedures acknowledged by the Board as being within the scope of optometric practice in Colorado. 8-2002

20- Licensing

20-1 Applications from Optometrists trained in foreign countries

Such applicants are required to choose one of the organizations that belong to NACES (National Association of Credential Evaluation Services) to have their transcripts evaluated. The evaluation will include a course-by-course description of classes taken and will tell the Board if the degree is equivalent to an accredited OD program degree. If the evaluation shows the program completed is not an equivalent education, it will list the courses that are lacking. The applicant (not the board) is responsible for any fees charged by the evaluating organization for this service. (May 2002)

20-2 Jurisprudence exam

The "open-book" jurisprudence exam given to new applicants will also be administered to renewing licensees every third licensing period. (August 2002)

30- Practice

30-1 Contact lenses

References to contact lenses within the statute and rules include plain contact lenses worn for the sole purpose of their cosmetic or decorative colors.

30-2 Continuing Education

CE must be clinically relevant. Practice management topics or drug companies' sales pitches are not acceptable; study groups are also not acceptable. Continuing education on the topic of clinical record keeping is acceptable for fulfilling the statutory continuing education requirement.

CE may be obtained at conferences, lectures, clinics, from optometric journals or via the Internet:

Conferences & Lectures: Must be sponsored by COPE, AOA, AOA-recognized state associations, AAO, schools and colleges of optometry, COVD, OEP and clinical facilities specializing in eye care that are staffed by professors or adjunct professors of optometry or ophthalmology at accredited optometry or medical schools. If the CE is not sponsored by one of the above organizations, ODs can apply to the board for approval of a specific course they plan to take or have taken.

Internet or journals: Must be sponsored/approved by COPE (Council on Optometric Practitioner Education) or accredited schools/colleges of optometry. Must also include a post-test evaluation. Only 8 of the 24 required hours may be obtained via the Internet or from journals.

Clinical observation / experience: One hour of CE credit may be obtained for every two hours of observation at a clinical facility which specializes in eye care that is staffed by professors or adjunct professors from optometry or ophthalmology at accredited optometry or medical schools. (The Omni Eye Specialists clinic in Denver is an example of such a clinical facility.) Only 4 hours or CE may be earned by this method in each 24-month cycle.

30-3 Continuing education audits

During each licensing cycle, Colorado licensees are randomly selected to submit their proof of CE hours.

Additionally, all licensees who have been disciplined by the board in the last five years will be required to submit proof of CE hours obtained.

30- 4 Continuing Education Requirements during renewal (every two years)

The continuing education (CE) requirements for licensee's during the renewal period are as follows:

Licensees licensed less than twelve (12) months – NO CE's are required to renew license.

Licensees licensed over twelve (12) months but less than twenty four (24) months – must attend and complete twelve **(12) hours** of approved CE.

Licensees licensed over twenty four (24) months – must attend and complete twenty four **(24) hours** of approved CE. See Board Policy 30-2 for additional guidance.

(April 2009)

30-5 Practicing on Lapsed License

Optometrists are permitted a sixty-day grace period after the March 31st expiration date in which they may renew their license without penalty by the Board. For the next six months after that grace period, the Board will issue a Letter of Concern to an optometrist practicing on a lapsed license.

After that (beginning December 1st), the Board will consider disciplinary action.

30-6 Use of terms

“Optometric physician.” Colorado law does not allow optometrists to call themselves “optometric physicians.” The term “physician” is reserved for use only by medical doctors and doctors of osteopathy.

“Laser Vision Correction.” State Board rules do not allow optometrists to use the phrase “Laser Vision Correction” in isolation because it implies that the OD performs surgery. Yellow pages and other advertising should include phrases to clarify that the OD provides consultation or pre- and post-operative care, such as “Laser Vision Consultation” and “Laser Surgery Co-Management.”

“Board Certified.” State Board rules do not permit optometrists to advertise themselves as “Board Certified” simply because they received a license from the Board, even when they have achieved the “Advanced Ocular Therapeutics” certification level. Board certification implies postgraduate credentials beyond basic licensure, and all new Colorado licenses are being issued with full therapeutic privileges.

30-7 Employment and Independent Contractor Arrangements

Our state law prohibits optometrists from working for opticians, stores, corporations or other individuals, with the exceptions that optometrists may work for other optometrists and optometric professional corporations as described in 12-40-125. Also prohibited are “Independent Contractor” agreements between ODs and opticians, stores, corporations or other individuals (again with the exception that ODs may have an Independent Contractor agreement with other optometrists).

The Board has created a Model Lease to assist ODs seeking to make acceptable agreements between individuals or corporations that are not optometrists. The Model Lease is available on request from the Board office.

30-8 Community Vision Screenings with Donated Glasses Distribution Programs

Screenings that involve refractive evaluation must be done by a licensed optometrist. It is allowable for such screenings to include matching used donated glasses to the screening participants’ needs. Screening participants must be informed that this is a screening only, not a full examination that includes thorough eye health evaluation. (February 2004)

30-9 Guidelines Pertaining to the Release & Retention of Optometric Records

Purpose: To provide guidelines to optometrists with respect to the State Board of Optometric Examiner's expectation regarding patient record release and retention.

Release of Records

Records shall be available to the patient upon submission of a written authorization / request. There are no exceptions for things such as the patient's failure to pay an outstanding bill, failure to follow treatment instructions, failure to return, etc.

A valid request for release of records must be in writing. It should clearly identify the patient and be signed and dated by the patient or the patient's authorized representative.

The SBOE has concluded that 15 business days is reasonable response time when records have been requested.

Federal law requires glasses prescriptions are provided to the patient immediately at the conclusion of the eye examination, regardless of whether the patient requests it or not.

Colorado state law and Board rules require contact lens prescriptions to be released to the patient upon the patient's written request, once the fitting is complete. Although, the SBOE recommends that the contact lens prescription be provided as soon as practically possible after the optometrist receives the patient's valid written request, the Board has concluded that seven business days is reasonable response time when a contact lens prescription has been requested.

Optometrists may charge a reasonable fee for copying of records and may require payment in advance. It is customary when a patient is transferring care for optometrists and physicians to provide copies of records to another optometrist's or physician's office free of charge.

Items such as photographs, digital images, corneal topographies, etc., (including items which may not at the time of the request be physically in the medical records) are considered part of the medical record. If these are specifically requested, then they must be copied and sent to the patient. The optometrist may charge the requesting party the cost of copying these records. Unless a summary of the case has already been prepared and is part of the medical record (e.g., a hospital summary at the time of discharge), an optometrist is not obligated to provide one. It is a violation of Colorado statute [CRS 12-40-118] to alter the medical record at any time.

Disclosure of information concerning drug or alcohol problems may be restricted by the Federal confidentiality statute (42 CFR Part 2) in some instances. The statute defines specific consent requirements such as purpose of disclosure, limitation of information released, right to revocation, expiration date of release, and signature of patient.

An optometrist must provide copies of only the patient records generated by that optometrist (or all OD's in a group practice), unless the optometrist possesses original patient records generated by previous optometrists. In the instance where an optometrist possesses original patient records created by previous optometrists, copies of those records should be forwarded either to the patient or the new optometrist at the patient's request.

In general, the entire medical records should be provided upon receipt of a request and release; however, it is acceptable to require that the requesting party state which parts are desired.

The SBOE advises optometrists to consult their professional liability insurance carrier regarding any guidelines they may have for record release.

Retention of Records

The SBOE recommends retaining all patient records for a minimum of seven (7) years after the last date of treatment.

At the time an optometrist discontinues his/her practice, patients should be notified and instructed to submit a written authorization/release if they wish their records transferred to another optometrist or physician. Records should be retained after discontinuation of practice using the guidelines above.

- * The SBOE recommends sending notice to patients seen in the last three (3) years notifying them of discontinuation of practice:

- * The optometrist may want to place a notice in the newspaper announcing discontinuation of practice.

- * If all records are being transferred to another optometrist, patients should be notified as above.

In the event of an optometrist's death, the estate should retain the records utilizing the guidelines above.

In the case of litigation, SBOE investigation or other investigation, records must be retained until resolution of the matter.

When records are destroyed, it should be done in a manner that maintains patient confidentiality (e.g. mechanical shredding, burning, NOT recycling or throwing in the trash).

The SBO advises optometrist to consult with their professional liability insurance carrier regarding any guidelines they may have for record retention.

(August 2008)

40- Discipline

40-1 Guidelines Pertaining to Confidential Letters of Concern

Purpose: To clarify the basis for this type of dismissal, when the Optometric Board may reopen such case and designation of a specific retention period for these types of cases.

POLICY: It is the policy of the Optometric Board that complaints that are dismissed with Confidential Letters of Concern are not dismissed as being without merit but rather are dismissed due to no reasonable cause to warrant further action at that time. Cases that are

dismissed with a Confidential Letter of Concern will be retained in the Board's files for a period of five years.

The **Board** may reopen a case that was dismissed with a Confidential Letter of Concern in the face of a change in circumstances. Such a change in circumstances would include but not be limited to:

- discovery of new evidence supporting the underlying charges
- evidence that the licensee has engaged in further unprofessional conduct/grounds for discipline following issuance of the Confidential Letter of Concern in which there is a nexus between the new conduct and that was addressed in the case that was dismissed with the Confidential Letter of Concern.

After five years from the date of the Confidential Letter of Concern, the file will be disposed in accordance with the Division's records management procedures. If the licensee has other active cases pending at the end of the five year retention period, the Confidential Letter of Concern may be kept for a longer period of time at the discretion of the Board staff.

Since a letter of concern is confidential, the complaint and investigation materials are also considered confidential and not open records.

(Adopted August 2008)

40-2 Delegated Authority

Purpose: To clarify the authority delegated to the Program Director to assist the Board in carrying out its duties.

POLICY: The Board delegates to the Program Director or designee the authority to:

1. Sign Stipulations and Final Agency Orders, and other orders authorized by the Board.
 2. Sign Suspension Orders as required by the Child Support Enforcement Program.
 3. Perform the initial review of complaints relating to the practice of persons under the Board's jurisdiction and to issue 30-day letters relating to the complaints.
 4. Sign and issue subpoenas and otherwise gather information in order to assist the Board in carrying out its duties.
 5. Initiate complaints and issue 30-day letters to licensees currently under Stipulation or other Final Board Order if, in the opinion of the Program Director or designee, the licensee has failed to comply with any of the terms of the Stipulation or other Final Board Order.
 6. Initiate complaints and issue 30-day letters where otherwise authorized by the Board.
 7. Utilize services of the Office of Investigations as warranted to carry out duties of the Board.
 8. Approve practice monitor reports after consultation with the Board President or other designated Board person.
 9. Issue appropriate discipline to expired licenses including confidential letters of concern and letters of admonition in accordance with Board Policy 30-5.
 10. Perform additional delegated duties as set forth in other Board policies.
- (Adopted May 2009, revised August 2009)

40-3 Process for Handling Complaints involving Board of Optometric Examiners Members.

Purpose: To provide written notice regarding the process by which specific types of complaints against current Board members, licensees who have served on the Board within the past five years, or licensees who have an ongoing formal relationship with the Board will be handled. The purpose of this policy is to assure the integrity of the disciplinary process and prevent any appearance of bias or preferential treatment.

POLICY: It is the policy of the Board of Optometric Examiners that any signed complaint received by the Board against a current licensee who is a member of the Board or one who has served on the Board within the past five years, or a licensee who has an ongoing formal relationship with the Board will be handled as follows:

- At a minimum, the complaint shall be sent to the Office of Investigations to determine if there is any validity to the allegations. If the complaint alleges sexual boundary violations, substance abuse, or physical or mental impairment, the Board may require the licensee to undergo evaluation by the designated peer assistance provider to the Board or a qualified healthcare provider selected by the Office of Investigations.
- If the complaint alleges a violation of the Practice Act, the complaint will be sent to the Office of Investigations within the Division of Registrations for a formal investigation.
- If the complaint alleges substandard practice, the Office of Investigations will also have the case reviewed by an independent optometric consultant selected by the Office of Investigations.

Upon completion of the investigation or evaluation, the report will be referred to the Board for appropriate action.

- If the complaint alleged sexual boundary violations, substance abuse, or physical or mental impairment and the report from the Office of Investigation substantiates such allegations, the Board shall require the licensee to undergo evaluation by the designated peer assistance provider to the Board or a qualified healthcare provider selected by the Office of Investigations, if the Board has not already done so.

All other customary procedures for the handling of a complaint by the Board will apply. These may include but are not limited to issuance of a 30-day letter, notification to the licensee and complainant of Board decisions, and the confidentiality of the complaint and investigation as provided by the Practice Act.

Anonymous complaints filed against a current licensee who is a member of the Board or one who has served on the Board within the past five years, or a licensee who has an ongoing formal relationship with the Board will be evaluated by the Board on a case by case basis.

(Adopted August 2009)

50-1 Approved PROCEDURAL CODES
COLORADO BOARD OF OPTOMETRIC EXAMINERS

65205	92020	92317	97530	99231	99336
65210	92025	92325	97532	99232	99337
65220	92060	92326	97533	99233	99341
65222	92065	92340	97535	99238	99342
65430	92070	92341	97537	99241	99343
65435	92081	92342	99000	99242	99344
65600	92082	92352	99001	99243	99347
66984-56	92083	92353	99002	99244	99361
66984-55	92100	92354	99024	99245	99362
67820	92120	92355	99050	99251	99371
67938	92130	92358	99051	99252	99372
67999	92135	92370	99053	99253	99373
68040	92136	92371	99056	99254	99381
68399	92140	92499	99058	99255	99382
68761	92225	92531	99070	99281	99383
68801	92226	92532	99071	99282	99384
68810	92230	92533	99075	99283	99385
68840	92235	92534	99078	99284	99386
68899	92250	92950	99080	99285	99387
76511	92260	95930	99082	99307	99391
76512	92265	96110	99090	99308	99392
76513	92270	96111	99201	99309	99393
76514	92275	96116	99202	99310	99394
76516	92283	97110	99203	99324	99395
76519	92284	97116	99204	99325	99396
76529	92285	97139	99205	99326	99397
76999	92286	99311	99327	99401	
82520*	92287	99212	99328	99402	
83037*	92310	99213	99403		
87809*	92311	99314	99404		
90901	92312	99215	99411		
92002	92313	99221	99412		
92004	92314	99222	99420		
92012		92315		99429	
92014					
92015					
92316					
99441					
99442					
99443					

(Microbiology Services includes Bacteriology, Mycology, Parasitology and Virology. May 2008)

(* requires CLIA waiver. May 2009)

Revised May 2008, revised May 2009, revised August 2009.

MODEL LEASE

This lease is entered into as of the _____ day of _____, _____ between
(Day) (Month) (Year)

(Lessor Name) (called "LESSOR" below),
_____, and _____
(Lessor Address) (Lessee Name)
(called "LESSEE" below).

1. **Premises.** LESSOR hereby leases, and LESSEE hereby hires and takes, the premises situated at _____

(Address, City, State, Zip)
2. **Equipment.** LESSOR hereby leases to LESSEE the equipment within the Premises. Such Equipment shall remain the property of LESSOR, both during and after the term of this Lease. All other equipment needed for the practice of optometry shall be provided by LESSEE, at LESSEE's sole cost and expense.
3. **Permissible Use.** LESSEE may use the Premises for the practice of optometry and for no other purpose. LESSOR shall not participate in the direction and control of LESSEE's practice.
4. **Term.** The term of this Lease shall begin on the date set forth above and shall run for five (5) years, unless sooner terminated as hereinafter provided. Either party, however, may terminate this Lease, with or without cause, upon giving the other party written notice of termination at least 30 days in advance.
5. **Rent:**
 - A. **Rent Amount.** As consideration for the use and possession of the Premises and the Equipment, LESSEE agrees to pay LESSOR as rent each fiscal year of the Lease an amount of _____, with installments of _____

(Annual Rental) (Monthly Rental)
payable in advance on or before the first day of each month; or without demand.
 - B. If rent is to be determined based upon percentage of LESSEE's gross income, the rate applied shall not exceed the reasonable going rate for like quarters and location.
6. **Fees:** Fees for optometry services will be determined by LESSEE, and paid thereto. All credit accounts for patients shall be established with the LESSEE. Fees may not be shared with LESSOR.
7. **Patient Records.** Prescription files and all patient records must be the sole property of LESSEE.
8. **Maintenance of Equipment.** LESSOR shall perform all necessary calibration, maintenance and repair of the Equipment to be provided by LESSOR under this Lease.
9. **Maintenance of Leased Premises.** LESSOR, at its expense, shall perform all necessary repairs and maintenance of the Premises. LESSEE shall report deficiencies promptly to LESSOR.
10. **Facilities, Services, Utilities and Taxes.** LESSOR, at its expense, shall provide and maintain reasonable lighting, heating, and air conditioning facilities in the Premises. All charges for utilities consumed on the Leased Premises shall be paid by LESSOR. All general and special real estate taxes, which are levied against the Leased Premises during the term of this Lease, shall be paid by LESSOR before such taxes become delinquent.
11. **Assignment and Subletting.** Without LESSOR's prior written consent, which may be given or withheld at LESSOR's sole discretion, LESSEE shall not assign, pledge or sell LESSEE's interest in this Lease or any interest herein; sublet all or any portion of the Premises or Equipment; delegate any of LESSEE's obligations under this Lease; or allow all or any part of the Premises or the Equipment to be attached or taken upon execution.
12. **Damage to Premises, Equipment.** LESSEE shall take good care of the Premises and the Equipment provided under this Lease and shall not cause or allow any damage to such Premises or Equipment and shall commit no waste - reasonable wear and tear excepted.
13. **Hours.** Practice of optometry will be under the exclusive control of LESSEE. LESSEE will determine the hours of practice and schedules of work.

A. Temporary Replacements. LESSOR reserves the right to place a temporary tenant in the Premises for the sole purpose of providing Optometric services during any period when LESSEE is on vacation or otherwise away from the Premises for any extended period.

14. Compliance with Laws. LESSEE shall comply with all laws, statutes, ordinances and regulations, federal, state, county or municipal, now or hereafter enforced, applicable to LESSEE's use and occupancy of the Premises. Any costs associated with the compliance with any law, ordinance, rule or regulation, now or hereafter enforced, shall be borne by LESSEE if such compliance is required as a result of LESSEE's use or occupancy of the Premises. Lessee shall be responsible for filing out a certified copy of this lease agreement with the State Board of Optometric Examiners.

15. Indemnification. LESSEE shall indemnify, hold harmless and defend LESSOR and all of LESSOR's, subsidiary corporations, affiliate corporations, directors, and officers against any claims, suits, actions, proceedings, judgments, liabilities, obligations, liens, losses, damages, penalties, fines, costs, and expenses, including attorney's fees, court costs, and costs of settlement, arising out of, or having to do with, any negligence or willful misconduct on the part of LESSEE or his or her employees, agents or representatives, or LESSEE's breach of any of its obligations under this lease.

16. Liability Insurance. LESSEE, at its expense, shall carry a commercial general liability insurance policy covering all claims, including optometrist malpractice claims, for death, personal injury, or property damage arising out of LESSEE's possession, occupation and use of the Premises.

17. Notice. All notices required under this Lease shall be in writing and shall either be sent by registered or certified mail, return receipt requested, or be delivered personally. Written notice to LESSOR must be sent or delivered to the following address, unless it requests in writing that they be sent or delivered to some other address:

Name: _____
Addr: _____
Addr: _____
Addr: _____
City: _____ ST: _____ Zip: _____

All notices to LESSEE must be sent or delivered to the following address, unless LESSEE requests in writing that they be sent or delivered to some other address:

Name: _____
Addr: _____
Addr: _____
Addr: _____
City: _____ ST: _____ Zip: _____

Where notice is sent by certified or registered mail, the notice period shall begin on the date the notice is postmarked, and where a notice is personally delivered, the notice period shall begin on the date of delivery.

All payments from LESSEE to LESSOR shall be mailed to the following address:

Name: _____
Addr: _____
Addr: _____
Addr: _____
City: _____ ST: _____ Zip: _____

18. Relationship of Parties. The relationship of the parties shall be that of LESSOR/LESSEE. LESSEE is not an employee, partner or joint venturer of LESSOR.

IN WITNESS WHEREOF, the parties have signed this Lease below:

LESSEE:

(Signature)

(Date)

ψ

LESSOR:

(Signature)

(Date)

ψ Items 3, 5, 6, 7 13, 14, and 18 are required by Colorado Statutes and Rules.



**Complication(s) due to Contact Lenses
Dispensed without a Valid Prescription
Reporting Form**

Tel: (314) 785-6000 • Fax: (866) 886-6164 • E-mail: arbo@arbo.org

Reference Letters and/or Numbers for Your Personal Use Only:
(which does not identify the individual patient)

- | | |
|---|--|
| <input type="checkbox"/> Burning | <input type="checkbox"/> Dry Eye |
| <input type="checkbox"/> Conjunctivitis | <input type="checkbox"/> Foreign Body Sensation |
| <input type="checkbox"/> Corneal Distortion | <input type="checkbox"/> GPC |
| <input type="checkbox"/> Corneal Edema | <input type="checkbox"/> Itching |
| <input type="checkbox"/> Corneal Epithelial Defect | <input type="checkbox"/> Keratitis |
| <input type="checkbox"/> Corneal Infiltrate | <input type="checkbox"/> Neovascularization/Pannus |
| <input type="checkbox"/> Corneal Opacity | <input type="checkbox"/> Ocular Inflammation |
| <input type="checkbox"/> Corneal Ulcer | <input type="checkbox"/> Pain |
| <input type="checkbox"/> Discharge | <input type="checkbox"/> Stinging |
| <input type="checkbox"/> Other <input type="text"/> | |

Treatment Plan:

- Lubricants
- Antibacterial Topical/Oral
- Antibacterial/Anti-Inflammatory Topical/Oral
- Surgical Intervention
- Other

Outcome:

- Return to Pre-Incident Status
- Long Term but Not Permanent Vision Loss
- Permanent Vision Loss
- Penetrating Keratoplasty
- Other

Financial Impact to Patient/Health Care Resources Utilized

- Medical Costs (Out of Pocket) \$
- Medical Costs (Third Party Payer) \$
- Sick Days Lost \$
- Loss of Income due to Office Visit, \$
Total or Partial Disability, etc.

Date: Doctor:

Phone: EMail:

Print the form and send or fax it to: ARBO, 1750 S. Brentwood Blvd., Suite 503, St. Louis, MO 63144, Fax (866) 886-6164.