

**BEFORE THE MINNESOTA
BOARD OF OPTOMETRY**

In the Matter of
Eric Tyler, O.D.
License No.: 2845

**AGREEMENT FOR
CORRECTIVE ACTION**

This Agreement is entered into by and between Eric Tyler, O.D. ("Licensee"), and the Minnesota Board of Optometry ("Board") Complaint Resolution Committee ("Committee") based on Minnesota Statutes section 214.103, subdivision 6(a)(2). Licensee and the Committee agree to the following:

FACTS

1. The facts herein are stipulated to for purposes of this corrective action only:
 - a. On April 5, 2002, the Board licensed Licensee to practice optometry in the State of Minnesota.
 - b. The Committee received complaints in 2017 and 2018 alleging that Licensee engaged in unprofessional conduct in his employment as an optometrist in Minnesota. The complaints allege a pattern of conduct that includes a rushed or hurried manner, and a tone with patients that was found offensive.
2. On June 4, 2019, the parties participated in a mediation session and agreed to this Agreement for Corrective Action. The Committee in this matter is composed of Board members Patrick O'Neill, O.D., John Muellerleile, O.D., and Kari Slotten. The Committee was represented by Assistant Attorney General Nicholas Lienesch. Licensee was represented by James McAlpine, Esq.
3. Licensee's license in Minnesota expires on December 31, 2019. Licensee currently resides outside the state of Minnesota, and he no longer practices optometry in

Minnesota. Therefore, he does not intend to renew his Minnesota license. If Licensee applies to renew or reinstate his Minnesota license, he shall comply with paragraph 4, below. The requirements in paragraph 4 shall be completed prior to application for renewal or reinstatement.

CORRECTIVE ACTION

4. The Committee determined that the conduct described in paragraph 1 above does not comply with Minnesota Statutes section 148.603(7) and (11), and necessitates the following corrective action as described below.

a. Continuing Education. If Licensee chooses to renew or reinstate his license to practice optometry in Minnesota, Licensee will submit to the Committee evidence of completion of at least 30 hours of interactive continuing education on the following topics: interpersonal communication (at least 28 hours) and informed consent (at least 2 hours). The required hours for interpersonal communication can be completed outside the field of optometry. All continuing education must be preapproved by the Committee. To do so, Licensee shall submit course information, including presenter credentials, to the Committee. The continuing education required pursuant to this agreement shall not count toward Licensee's normal biennial continuing education requirement.


OTHER INFORMATION

5. Upon Licensee's satisfactory completion of the corrective action referenced in paragraph 4 above, the Committee agrees to dismiss the complaint(s) concerning the matters referenced in paragraph 1. The Committee shall be the sole judge of satisfactory completion. The Committee may reopen this complaint if it receives newly discovered information that was not available to the Committee during the initial investigation, or if the Committee receives a new complaint that indicates a pattern of behavior or conduct.

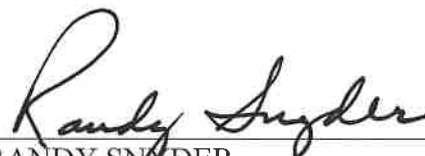
6. This agreement shall become effective upon execution by the Board's Executive Director and shall remain in effect until the Committee dismisses the complaint, unless the Committee receives additional information that renders corrective action inappropriate. Upon receiving such information, the Committee may, at its discretion, proceed according to Minnesota Statutes sections 148.52–148.62 and Minnesota Statutes chapters 214 and 14.

7. This agreement is not disciplinary action. See Minnesota Statutes section 214.103, subdivision 6. However, this agreement is classified as public data pursuant to Minnesota Statutes section 13.41, subdivision 5.

8. Licensee hereby acknowledges having read and understood this agreement and having voluntarily entered into it. This agreement contains the entire agreement between the Committee and Licensee, there being no other agreement of any kind, verbal or otherwise, which varies the terms of this agreement.


ERIC TYLER, O.D.
Licensee

Dated: 06/03, 2019


RANDY SNYDER
Executive Director

Dated: June 4, 2019