

**From:** Steven St. Marie, OD  
**Sent:** Monday, April 05, 2004 6:38 PM  
**To:** CONTACTLENSRULE  
**Cc:**  
**Subject:** Contact Lens Rule Project # R411002

To Whom it May Concern:

I just received a contact lens verification request from Coastal Contacts.com. I am concerned with the semantics written into the verification request and do not believe it has the best interest and protection of contact lens consumers in mind. To this end, we propose the that following rules be incorporated into the FTC's final contact lens ruling:

#1) I recommend that contact lens sellers send some type of receipt to the PRESCRIBING DOCTOR as well as the patient so the doctor can track if the patient is trying to inappropriately obtain contact lenses from MULTIPLE SOURCES off a given prescription. This is particularly important for mail order companies as the written prescription does not physically transfer from the hands of the patient to the hands of the seller. Concomitantly, the attempt by a patient to re-use a previously-filled contact lens prescription should constitute valid grounds to disqualify the patient from purchasing additional contact lenses until they see their eye doctor first and receive another contact lens prescription.

#2) I recommend that the expiration period for a contact lens should BEGIN at the time when the eye care provider gives the prescription to the consumer OR EARLIER IF THE PRESCRIBED CONTACT LENS HAS BEEN DIAGNOSTICALLY TRIALED FOR SOME APPROPRIATE TIME BY THE PRESCRIBING DOCTOR. The concern here is that some higher-risk contact lenses (i.e. continuous day-and-night wear contact lenses) are initially 'trialed' for a month to determine if any physiologic lens-related complications seem eminent. This means the patient may have already been in the contact lens for a month before the fit is determined to be safe. In this scenario, eleven months would thereby remain before such a patient would be due back for their eye-health evaluation. If the contact lens sellers tell the patient their contact lens prescription expires 13 months from their exam date, the patient stands to misinterpret the due date for their next appropriate eye exam. Do the sellers want to assume the medico-legal liability should the patient experience some contact lens-related (or non-contact lens related) eye complication or condition beyond the time in which the patient is due back for their annual eye exam?

Thank you for the opportunity to introduce my concerns. Please do not hesitate to contact me if you have any questions.

Sincerely,  
Steven J. St. Marie, O.D.  
VT

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