

AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA REPRESENTED BY THE MINISTRY OF HEALTH SERVICES
("Government")

AND:

THE OPTOMETRY SPECIAL COMMITTEE

AND:

THE BRITISH COLUMBIA ASSOCIATION OF OPTOMETRISTS ("BCAO")

Collectively, "the Parties"

DEFINITIONS

- a) "**Beneficiary**" means a resident of British Columbia who is a beneficiary under the Medical Services Plan in accordance with Section 7 of the *Medicare Protection Act*, R.S.B.C. 1996, c. 286 (hereinafter the *Medicare Protection Act*).
- b) "**BCAO**" means the British Columbia Association of Optometrists, the professional association for Optometrists and registered as number S0054633 under the *Society Act*, R.S.B.C. 1996, c. 433.
- c) "**Continuing Education Fund**" means a fund administered by the BCAA to pay for continuing education for eligible Optometrists during the term of this Agreement.
- d) "**Eligible Optometrists**" are Optometrists who have practiced in the Province of British Columbia since April 1, 2006, or who currently practice in the Province of British Columbia and were or are enrolled in the Medical Services Plan.
- e) "**Enroll** means
 - i) In respect of a Beneficiary, enrollment under Section 7 of the *Medicare Protection Act*, and
 - ii) In respect of an Optometrist, enrollment under Section 13 of the *Medicare Protection Act*.
- f) "**Fee items**" are those services, defined in the Payment Schedule, for which a price is identified.

- g) **“HIBC”** means Health Insurance BC, the agent of Government for processing invoices and providing payment for Optometric Benefits.
- h) **“MSP”** means the Medical Services Plan of British Columbia established under the *Medicare Protection Act* and under which payments to Optometrists or reimbursement to Beneficiaries are provided for Optometric Benefits.
- i) **“Optometric Benefits”** are services defined in Section 23 of the *Medical and Health Care Services Regulations*, B.C. Reg. 426/97, and for which payment is provided pursuant to the Payment Schedule.
- j) **“Optometrist”** means an individual authorized to practice optometry under the *Health Professions Act*, R.S.B.C. 1996, c. 183 s. 55, *Optometrist Regulation*, B.C. Reg.33/2009.
- k) **“Optometry Liaison Committee”** means the committee established for the purpose of maintaining communication between the Government and the B CAO to address Payment Schedule matters and resolve disputes.
- l) **“Optometry Policy Committee”** means the committee established for the purpose of reviewing policy issues of mutual interest to the Parties.
- m) **“Optometry Special Committee”** means the committee delegated authority under the *Medicare Protection Act* to establish the Payment Schedule and make decisions on the provision of payments for Optometric Benefits (pursuant to OIC 222/08).
- n) **“Payment Schedule”** is the payment schedule established pursuant to s. 26(1)(a) of the *Medicare Protection Act*, approved by the Optometry Special Committee and attached to this Agreement.
- o) **“Scope of Practice”** is the practice of optometry as defined in sections 5 of the *Optometrists Regulation*, B.C. Reg.33/2009.

PURPOSE OF THIS AGREEMENT

- 1) The purpose of this Agreement is to:
 - a) Establish and maintain a relationship between the Parties based on transparency, constructive collaboration and mutual respect.
 - b) Confirm the establishment of the Optometry Policy Committee and the Optometry Liaison Committee.
 - c) Verify agreed Government payments for continuing education and retroactive fees and planned increases to the Payment Schedule for Eligible Optometrists.
 - d) Confirm Standards of Service and eligibility for payment for Eligible Optometrists.

REPRESENTATION

2) The Government hereby grants to the BCAO the sole and exclusive right, and the BCAO hereby undertakes the obligation, to represent the collective and individual interest of Eligible Optometrists.

OPTOMETRY LIAISON COMMITTEE

3) The Parties agree to continue and maintain an Optometry Liaison Committee to deal with overall issues with respect to the Payment Schedule for the purpose of:

- a) Ensuring a continuing flow of information between the Parties.
- b) Maintaining ongoing discussions between the Parties with respect to Optometric Benefits that may be included in the Payment Schedule.
- c) Maintaining ongoing discussion between the Parties with respect to utilization management and billing practices and making recommendations on these to the Optometry Special Committee.
- d) Monitoring utilization of Optometric Benefits, which may result in concerns about the increases in utilization being addressed, and recommendations made to the Optometry Special Committee.

4) Membership of the Optometry Liaison Committee shall be composed of no more than three representatives of Government and the BCAO, appointed by those parties. The Chair of the Committee will be a representative from the Ministry of Health Services. Attendance by individuals from other government departments and professional groups, such as the College of Optometrists of British Columbia, may take place as desired, with the mutual agreement of the Parties. Each party is responsible for their own costs of participation in the Optometry Liaison Committee.

5) The Optometry Liaison Committee shall meet at least semi-annually. Additional meetings may be called at the initiative of either the Government or the BCAO with thirty (30) calendar days notice in writing.

OPTOMETRY POLICY COMMITTEE

6) The Government and the BCAO agree to establish and maintain an Optometry Policy Committee for the purpose of developing policies of interest to both parties including optometry visits in long term care facilities, and rural outreach services. Any topics for the Optometry Policy Committee are subject to discussion and agreement between the Parties.

7) Membership of the Optometry Policy Committee shall be composed of no more than three members from Government and the BCAO, including the co-chairs. The Government and the BCAO will co-chair the committee. Attendance by individuals from

other government departments and professional groups, such as the College of Optometrists of British Columbia may take place as desired, with the mutual agreement of the Parties. Each party is responsible for their own costs of participation in the Optometry Policy Committee.

8) The Government and the BCAA agree to consult on terms of reference for the Optometry Policy Committee within thirty (30) calendar days of the signing of this Agreement

STANDARDS OF SERVICE

9) The Parties agree that:

a) Any person providing Optometric Benefits in the Province of British Columbia and receiving payments from the Government must be registered with the College of Optometrists of British Columbia and enrolled in the MSP.

b) Eligible Optometrists will provide Optometry Benefits in accordance with standards of practice and professional ethics as defined by the College of Optometrists of British Columbia and in accordance with the *Optometrists Regulation* and the *Health Professions Act*.

SUBSIDIARY AGREEMENTS

10) The Parties may enter into subsidiary agreements. It is intended that all provisions of this Agreement will apply to subsidiary agreements signed after the effective date of this Agreement.

MSP PAYMENT SCHEDULE

11) A description of Optometric Benefits provided to Beneficiaries by Eligible Optometrists, and the rates to be paid by the MSP for such services, are listed in the Payment Schedule attached as Schedule A to this Agreement.

12) The list of payments for Optometric Benefits and their definitions in the Payment Schedule may be revised by the Optometry Special Committee on the recommendation of the Government.

13) Eligible Optometrists shall follow the notice provisions of Section 19 of the *Medicare Protection Act* before charging Beneficiaries for services that are not Optometric Benefits.

DATA SHARING

14) The Parties agree that sharing relevant information and data in a timely manner is necessary to support the purpose of this Agreement as set out in Section 1.

15) The Government, through the Ministry of Health Services, agrees to share information with the BCAO regarding the number and amount of payments by HIBC for Optometric Benefits. The distribution of such information is subject to the provisions of *the Freedom of Information and Protection of Privacy Act*, R.S.B.C. 1996, c. 165, and Section 49 of the *Medicare Protection Act*.

16) The BCAO agrees to provide information to the Government on optometry practice including, where appropriate, information showing trends and services within the practice of optometry.

PAYMENTS TO OPTOMETRISTS

17) By March 31, 2009, the Government will provide the BCAO with a one time grant in the amount of \$961,000 to establish a Continuing Education Fund for Eligible Optometrists. The grant is intended to support the maintenance and/or improvement of practitioner skills necessary for high quality patient care. Disbursement from the Continuing Education Fund is at the discretion of the BCAO.

18) The BCAO may charge a reasonable administration fee of up to a maximum of 10% of \$961,000 to administer the Continuing Education Fund.

19) Before March 31, 2009, the Government will make a one time payment of \$483,000 to the BCAO in lieu of any claims or other retroactive payments for Optometric Benefits for the period April 1, 2006 to September 30, 2008. Funds will be distributed by the BCAO among the Eligible Optometrists.

20) Upon request the BCAO will provide the Government with a report in the form and manner prescribed by the Government, showing expenditures made to date and the estimated future expenditures from the \$1,444,000 provided by the Government under Sections 17 and 19 of the Agreement.

21) Eligible Optometrists will receive increases in the Payment Schedule as set out in Schedule A this reflects:

a) An overall increase of 2% in projected expenditures for the period October 1, 2008 to March 31, 2009.

b) An overall increase of 3% in projected expenditures for the period April 1, 2009 to March 31, 2010.

BILLING DISPUTES

22) The Government and the BCAO agree to resolve disputes related to MSP billing by establishing a three step process if an informal discussion between an Eligible Optometrist and HIBC fails to resolve the dispute:

a) Informal discussion between the Government and the BCAO in which they make every reasonable effort to resolve the dispute.

b) Billing disputes will be referred to the Optometry Liaison Committee in the event that informal discussion does not remedy the dispute. The BCAA or the Eligible Optometrist will send, in writing, notice setting out the dispute, and the remedy sought within thirty (30) calendar days of the dispute occurring. The Liaison Committee then has thirty (30) calendar days to resolve the dispute.

c) If the Optometry Liaison Committee fails to resolve the dispute, then the matter must be referred to the Optometry Special Committee. The Liaison Committee will send written notice setting out the issues in the dispute and requesting a decision be rendered by the Optometry Special Committee within thirty (30) calendar days of the issuance of the notice.

AGREEMENT DISPUTES

23) If there is a dispute over the interpretation of this Agreement then the Parties will:

a) Refer the dispute to the Optometry Liaison Committee for an informal discussion.

b) If the Optometry Liaison committee is unable to resolve the dispute then any party can initiate a dispute resolution process by issuing a written notice of the dispute to a Mediator within thirty (30) calendar days of the deliberation on the dispute by the Optometry Liaison Committee. If the Parties are unable to agree on a mediator, then the Parties will request the B.C. Arbitration & Mediation Institute to provide a mediator.

c) If the Parties are unable to achieve a resolution through mediation then any party may refer the dispute to a final and binding arbitration process within thirty (30) calendar days following mediation. If the Parties are unable to agree on an arbitrator, then the parties will request the B.C. Arbitration & Mediation Institute to provide an arbitrator.

d) Alternatively, by mutual agreement of the Parties they may choose to combine mediation and arbitration in a mediation-arbitration process.

24) Each party is responsible for its own costs for mediation and arbitration. The costs associated with engagement of a mediator or arbitrator will be shared by the Government and the BCAA.

25) The decision of the arbitrator will be final and binding on all Parties.

26) The *Commercial Arbitration Act* will guide the Parties in applying this part of this Agreement.

TERM OF AGREEMENT

27) This Agreement shall be for a term of six (6) years, commencing on April 1, 2006 and ending on March 31, 2012.

28) The fees, definitions, and adjustment dates of Optometric Benefits specified in the Payment Schedule shall apply on the dates specified and shall remain in effect until the termination of this Agreement.

29) Effective April 1, 2010, covering the period from April 1, 2010 to March 31, 2012, the Payment Schedule and Optometric Benefits may be adjusted by an amendment to this Agreement.

AMENDMENTS

30) This Agreement may be amended by the Parties at any time during the term of this Agreement. However, no amendment of this Agreement is effective unless it is in writing and signed by all Parties.

TERMINATION

32) Any party may terminate this Agreement:

a) For any reason, after giving the other parties ninety (90) calendar days written notice of termination.

b) For breach of this Agreement, on giving the other parties thirty (30) calendar days written notice of termination.

33) The party claiming the breach under Article 32(b) must notify the other parties by registered letter of:

a) The nature of the breach;

b) The article of this Agreement alleged to have been violated and any remedy sought;

c) Its intention to terminate the Agreement thirty (30) calendar days from the date of the registered letter.

34) The party that issues a notice of termination for breach of this Agreement may increase the notice period or withdraw notice subject to an appropriate plan to address the breach.

35) A waiver of any term of this Agreement or of any breach of this Agreement is not a waiver of any other term or any other breach.

RENEWAL

36) Each Party shall advise the other parties in writing no later than December 1, 2011, of its intention to renew, terminate or renegotiate this Agreement.

37) The Parties will meet no later than January 31, 2012 to review their respective positions.

38) In the event that a revised agreement is not reached by March 31, 2012, this Agreement and the Payment Schedule will continue in full force and effect until such time as this Agreement is renewed by the Parties or is terminated by one party.

39) The Parties may agree to abridge any of the time limits specified in this Section.

GENERAL

40) This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

41) Any notice contemplated by this Agreement, to be effective, must be in writing and either mailed by prepaid registered mail, personally delivered or faxed to the Parties at the following addresses:

If to the Government, at

3-1, 1515 Blanshard St., Victoria B.C V8W 3C8

Fax 250 952 3131

If to the Optometry Special Committee, at

(3-1, 1515 Blanshard St. Victoria B.C V8W 3C8

Fax 250 952 3133

If to the BCAA, at

502 - 1755 West Broadway, Vancouver BC V6J 4S5

Fax 604 737 9967

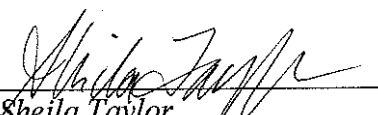
42) Any notice mailed in accordance with Article 36 is deemed to be received 96 hours after mailing.

43) Any of the Parties may give notice to the others of a substitute address or fax number from time to time.

Agreed this 26 day of MARCH, 2009 at Victoria.

SIGNED, SEALED and DELIVERED on behalf of
HER MAJESTY THE QUEEN IN RIGHT OF THE

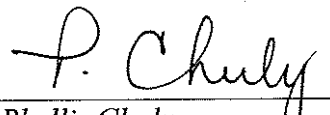
PROVINCE OF BRITISH COLUMBIA as
represented by the Minister of Health Services or his
duly authorized representative:


Sheila Taylor
Assistant Deputy Minister, Medical Services Division
Ministry of Health Services.

S Brown
CAO MOHS

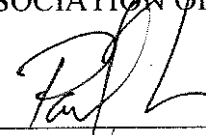
AND

On behalf of the OPTOMETRY SPECIAL COMMITTEE:


Phyllis Chuly
Chair, Optometry Special Committee

AND

On behalf of the BRITISH COLUMBIA
ASSOCIATION OF OPTOMETRISTS (BCAO):


Dr. Paul Neumann
President, BCAA

Schedule A
Optometry Payment Schedule

Fee Item	Description	Fee Amount (effective April 1/08)	Fee Amount (effective October 1/08)	Fee Amount (effective April 1/09)
02899	Full optometric diagnostic examination of the eyes (includes the determination of the refractive status of the eye, the presence of any abnormality in the visual system, and all necessary tests connected thereto and the provision of a written prescription, if lenses are required)	\$44.83	\$44.83	46.17
02889 (effective April 1 2009)	Full optometric diagnostic examination of the eyes with Therapeutic Pharmaceutical Agent (TPA) (includes the determination of the refractive status of the eye, the presence of any abnormality in the visual system, and all necessary tests connected thereto and the provision of a written prescription, if lenses are required)			46.17
02898	Re-examination or minor examination	\$21.64	27.48	29.35
02888 (Effective April 1 2009)	Re-examination or minor examination with Therapeutic Pharmaceutical Agent (TPA)			29.35
02897	Repeat Tonometry	\$10.40	10.40	10.40
Contact Lenses Fitting for Keratoconus				
02894	- Unilateral	\$213.95	213.95	213.95
02895	- Bilateral	\$322.72	322.72	322.72

Note: Fee items 02894 and 02894 are applicable only to patients with keratonconus who are unable to achieve 20/40 visual acuity with conventional glasses and the fees include all visits and services necessary for fitting and follow-up for three months.

02892	Examination for low vision aid	\$40.33	40.33	40.33
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Notes:

- 1) Fee item 02892 billable only by optometrist having the appropriate equipment.
- 2) Fee item 02899 not billable in addition to 02892 when patient referred for low vision assessment.

02893	Computer assisted quantitative visual fields assessment	\$31.78	31.78	31.78
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Notes:

- 1) Fee item 02893 billable only by optometrists having the appropriate computerized equipment for quantitative perimetry examinations.
- 2) Claim must specify reason for visual fields examination.