

## THE OPTOMETRIC PROFESSIONAL BYLAWS

The Optometric Professional Bylaws include amendments to the Optometrist Professional Bylaws approved by Council June 22, 2018; approved by the Honourable Jim Reiter, Minister of Health, September 26, 2018; and officially recorded in the Saskatchewan Gazette, December 7, 2018.

### TITLE

- (1.1) These bylaws may be cited as The Optometric Professional Bylaws in accordance with Section 11(2) of The Optometry Act, 1985.

### REGISTRATION

- (2.1) In addition to any other requirements prescribed in *The Optometry Act, 1985* or this bylaw, an applicant for licensure shall provide to the Registrar a formal application for a license on the prescribed forms.

### LICENSING

- (3.1) An application to the Registrar made pursuant to Section 21 of *The Optometry Act, 1985* for a license or a license renewal shall be on the prescribed forms, shall be accompanied by the fee prescribed by Council, and shall be accompanied by proof that the applicant is insured under a contract of malpractice insurance per occurrence, at a minimum insured value determined by Council. The Registrar may refuse to issue a license, or renew a license, unless all licensing requirements have been met.
- (3.2) To be eligible for and granted a license, an applicant must have the knowledge, skills and abilities that are substantially equivalent to the standards of academic or technical achievement, and competencies as outlined in these bylaws, and:
- (a) has demonstrated the applicant's skill and knowledge through an assessment in such form as may be established by the Council; or
  - (b) has demonstrated the applicant's skill and knowledge in an examination established or adopted by the Board of Examiners and the Registrar; or
  - (c) an applicant who graduated from an accredited school of optometry prior to January 1, 2015, that meets all licensing requirements, and when applying for an initial license, shall provide evidence of successfully completing a Therapeutic Pharmaceutical Agents Certification and an Advanced Scope of Practice Certification Course or an equivalent course as determined by the Registrar. Advanced Scope of Practice Certification requires clinical and technical proficiency in the diagnosis, treatment and management of patients with glaucoma, and the prescribing of oral medications for eye disease.
- (3.3) The Registrar may ask for clarification of any information provided by an applicant applying for a license or a renewal of a license and may withhold the granting of a license until that information has been provided.
- (3.4) The Registrar may issue a temporary license to an applicant on an exception basis and when it is the Registrar's opinion all conditions of licensure will be met within the time frame specified.

## EXAMINATIONS

- (4.1) There shall be a Board of Examiners consisting of a minimum of five members who are residents in Saskatchewan and are appointed by Council of the association.
- (4.2) Each Examiner shall be appointed for a term of up to three years.
- (4.3) A person appointed by the Council of the Association, if otherwise qualified, may be reappointed upon the expiration of the Examiner's term, but no such person shall be appointed for more than three consecutive terms.
- (4.4) A minimum of three members of the Board of Examiners shall form a quorum.
- (4.5) The Board shall appoint one of its members to be a chairman and shall appoint one of its members as a secretary.
- (4.6) Subject to The Optometry Act, 1985 and the other provisions of this Bylaw, the Board of Examiners may regulate its own business and proceedings.
- (4.7) (a) Where it appears that a member of the Board of Examiners is unable to perform their duties as a member, the Council of the Association with the concurrence of a majority of the remaining Board members may declare that a vacancy exists.
- (b) Where a vacancy is declared pursuant to Subsection (a) or occurs due to death, resignation or otherwise of a member of the Board, the Council of the Association may appoint another member to fill the vacancy for the remainder of the term of office of the member being replaced.
- (4.8) (a) For the purpose of Section 16 of *The Optometry Act, 1985*, schools or colleges of optometry recognized by Council are:
- (i) the School of Optometry of the University of Waterloo; or
  - (ii) the School of Optometry of the University of Montreal; or
  - (iii) a school or college of optometry of any other university which is recognized by the University of Saskatchewan and which grants the degree of Doctor of Optometry; or
  - (iv) a school or college of optometry recognized and accredited by the Accreditation Council of Optometric Education and which grants the degree of Doctor of Optometry, or
  - (v) a school or college of optometry that is recognized by the University of Waterloo, and in which case an individual graduate from such a school is approved to challenge the Canadian entry to practice examination as determined by Council.
- (4.9) (a) Every person wishing to obtain a professional certificate shall, in addition to any other requirements prescribed in *The Optometry Act, 1985* or this Bylaw, be required to take an examination or examinations authorized or set by the Board of Examiners.
- (b) No person may take the examination or examinations authorized or set by the Board of Examiners more than three times.
- (4.10) The Board of Examiners shall:
- (a) determine the subject or subjects of examination to be taken by a candidate;

- (b) prescribe or approve the content of the examinations;
  - (c) establish the marks required by a candidate to pass the examination or examinations; and
  - (d) determine the time when and the location where the examinations are to be held.
- (4.11) The Board of Examiners shall hold examinations at least once in each calendar year, provided that there are candidates for such examinations, and shall provide the Registrar of the Association with notice of the time, place and date or dates on which such examinations will be held.
- (4.12) Each Examiner or group of Examiners shall evaluate the candidate's performance on the subject or subjects upon which the examination has been set and shall return the record of that examination with the marks awarded thereon to the secretary of the Board of Examiners, who shall report to the Registrar the marks awarded to each candidate.
- (4.13) The fee for each examination subject shall be as prescribed by Council.

#### CODE OF ETHICS

- (5.1) It is the duty of every member of the Saskatchewan Association of Optometrists to adhere to the following code of ethics:
- (a) to accept as the primary concern and responsibility the visual welfare of their patient;
  - (b) to promote the highest possible standard of vision care for all persons;
  - (c) to render services with equal diligence to all patients, regardless of race or creed or economic status;
  - (d) to recognize professional limitations and refer to or consult with colleagues and other professionals whenever such referrals or consultations are in the patient's best interest;
  - (e) to seek continued growth of skill and knowledge so that patients may receive the full benefit of advances in the art and science of vision care;
  - (f) to share professional knowledge and experience with colleagues so that all may benefit there from;
  - (g) to hold in confidence any and all information concerning patients and to use such information only for their benefit unless otherwise required by law;
  - (h) to maintain at all times the dignity, honour and integrity of the profession of optometry.

#### STANDARDS OF PRACTICE

- (6.1) In the practice of optometry a member should exercise reasonable decision making based on Guidelines and shall follow the generally accepted Standards of Practice in the determination of the state of the eye and its adnexa, and in the assessment and care of the patient.
- (6.2) Standards of Practice shall be updated from time to time at the direction of Council to better

define procedures considered necessary for compliance with Standards of Practice required in Section (6.1).

- (6.3) A member shall maintain a clinical record of each patient for whom the member provides diagnostic or treatment services and the record for each patient shall contain not less than:
- (a) patient identification;
  - (b) date of service;
  - (c) patient's history;
  - (d) examination procedures used;
  - (e) clinical findings obtained;
  - (f) tentative and/or final diagnosis;
  - (g) treatment prescribed or provided;
  - (h) specifications for any appliance prescribed or provided;
  - (i) advice or counsel provided;
  - (j) statement of fees charged for professional services and materials.
- (6.4) A member shall keep the records required under Section (6.3) in a systematic manner and shall retain each record for a period of at least six years after the date of the last entry in a record. All records of pediatric patients shall be retained for two years past the age of majority or six years after the date they were last seen whichever may be the later date.
- (6.5) A member shall have in their office at minimum, the usual and necessary instruments, equipment and physical facilities for the provision of the diagnostic and treatment services required under Sections (6.1) and (6.2).
- (6.6) A member may delegate duties and tasks to support personnel where appropriate. Any act so delegated must be ordered by the member and the member assumes full responsibility for such delegated acts. Acts requiring direct or indirect supervision may be delegated as appropriate. Patient care must not be compromised in any decision to delegate. The delegation of any act shall not negate the member's responsibility to follow generally accepted Standards of Practice. As per Section 48 (1) of The Optometry Act, 1985 no person other than a licensed optometrist may engage in the practice of optometry. Under no circumstances shall support personnel be delegated tasks involving evaluation (or interpretation) of data, diagnosis or prognosis. No support personnel shall measure subjective refractive error or determine its correction.
- (6.7) A member shall ensure that the member's practice location is accessible at all times to the member, or the member's staff, to ensure availability of patient records and to ensure that a patient can be examined by the member in the event of an emergency.
- (6.8) A member shall ensure that the member's practice location has a secure facility for the private and confidential storage of patient records and medical information, including all financial dealings with the optometrist's patients connected with the practice. These records will be maintained as confidential and accessible only to the optometrist and the optometrist's staff. The optometrist shall ensure that no person other than the optometrist and members of the optometrist's staff has access to such records.

- (6.9) A member shall ensure that the member's practice location has a secure facility for the storage of diagnostic and therapeutic pharmaceutical agents. These drugs will be accessible only to the optometrist and the optometrist's staff. The optometrist shall ensure that no person, other than the optometrist and members of the optometrist's staff, has access to such drugs.

## INVESTIGATIONS

As per Section 25 of The Optometry Act, 1985 a Mediation Committee duly appointed by the Council of the Association may investigate written allegations of professional misconduct or any violation of any provision of the Act or Professional Bylaws or that a member has otherwise provided improper service in the practice of optometry. In so performing its duties the Mediation Committee shall have the power:

- (7.1) To require any member to appear for an interview before the committee. This may include a member who is not under investigation but may have information relevant to the investigation;
- (7.2) To require a member to provide any books, records, documents or things relevant to the investigation to the committee;
- (7.3) To seek assistance from non-members as required. This may include legal, accounting or other expert assistance as necessary.

## PROFESSIONAL MISCONDUCT

- (8.1) Without in any way limiting the generality of "professional misconduct" a member is guilty of professional misconduct where the member:
- (a) contravenes any provision of The Optometry Act, 1985 or the Bylaws;
  - (b) fails to maintain the Standards of Practice of the profession established by the Council of the Association;
  - (c) contravenes any provision of the Code of Ethics established by the Council of the Association;
  - (d) fails to abide by the terms, conditions or limitations of the member's license;
  - (e) fails to maintain the records that are required to be kept in respect of a member's patients or practice; and in accordance with the *Health Information and Protection Act*.
  - (f) practices their profession in circumstances which constitute a conflict of interest under these Bylaws;
  - (g) exceeds the lawful scope of the practice of optometry;
  - (h) uses or advises the use of any drug other than those drugs prescribed in these Bylaws, or uses or advises the use of any drug prescribed in these Bylaws for other than a purpose prescribed in these Bylaws;
  - (i) permits, counsels or assists any person who is not licensed under The Optometry Act, 1985 to engage in the practice of optometry except as provided for in The Optometry Act, 1985 or these Bylaws;

- (j) uses terms, titles or designations other than those authorized or uses terms, titles or designations that are prohibited by these Bylaws;
- (k) publishes, displays, distributes or uses or permits, directly or indirectly, the publishing, displaying, distribution or use of any advertisement related to the practice of optometry by a member other than as authorized by these Bylaws;
- (l) associates with or is employed by any person who publishes, displays, distributes or uses any advertisement related to the practice of optometry by the member other than as authorized by these Bylaws;
- (m) refuses to allow a member or members of the appraisal committee or other authorized representative of the Council of the Association to enter at a reasonable time the office and premises in which the member is engaged in the practice of optometry for the purpose of examining and assessing the members' standards of practice, their professional records and their instrumentation;
- (n) fails to comply with any recommendation of the appraisal committee where such recommendation has been approved by Council;
- (o) induces, solicits or secures patronage by warranting professional services;
- (p) engages in any conduct or act relevant to the practice of optometry that, having regard to all the circumstances, would be reasonably regarded by members as disgraceful, dishonourable or unprofessional;
- (q) treats or attempts to treat an eye or vision problem which the member recognizes or should have recognized as being beyond their experience or competence.
- (r) charges fees for services that are excessive in relation to the services performed, or charges an excessive amount for ophthalmic materials or appliances;
- (s) contravenes or fails to comply with the terms of an agreement between the member and a third party or between the Association and a third party where such agreement deals with the provision of or the payment for professional services;
- (t) charges fees for optometric services directly to a patient where payment for such services is covered by an agreement between the member and a third party or between the Association and a third party, without notification to the patient prior to such services being initiated of the amount of such fees and that such fees will be charged directly to that patient;
- (u) signs or issues a certificate, report or similar document that contains a statement the member knows or ought to know is false, misleading or otherwise improper;
- (v) knowingly submits a false or misleading account or false or misleading charges for services rendered to a patient;
- (w) falsifies a record with respect to an examination or treatment of a patient;

- (x) fails to carry out the terms of an agreement with a patient;
- (y) fails to continue to offer professional services to a patient until the services are no longer required or until the patient has had a reasonable opportunity to arrange for the services of another member or health care professional;
- (z) engages in the practice of optometry while the ability to perform any professional act is impaired by alcohol or another drug;
- (aa) issues a statement or a receipt to a patient or to a third party responsible for the payment of the account of a patient which does not itemize the service provided and the fees therefore;
- (bb) fails to provide in writing upon the request of a patient, made within a reasonable time, the specifications of any ophthalmic device which they have supplied or caused to be supplied to that patient;
- (cc) fails to offer a written prescription to a patient upon completion of an eye examination or to provide a patient with a copy of his or her prescription upon the patient's request within a reasonable time, in which in the opinion of the member, the appropriate treatment may include the use of corrective lenses;
  - (cc.1) for the purpose of clause (cc), prescription means a written record of:
    - i) the power of a lens necessary to correct the refractive error of a person's eye; and
    - ii) the reading adds, prisms and back vertex distance.
- (dd) neglects or refuses to provide within reasonable time to a mediation committee conducting an investigation under Section 25(2) of The Optometry Act, 1985 any books, records, documents or things requested by the mediation committee for the purpose of their investigation;
- (ee) neglects or refuses to provide to a mediation committee conducting an investigation under Section 25 of The Optometry Act, 1985 any information requested by the mediation committee for the purpose of their investigation;
- (ff) having received reasonable notice of the intention of the mediation committee, or a member of that committee, to attend at the member's premises, refuses to allow a mediation committee conducting an investigation under Section 25 of The Optometry Act, 1985, or a member of that committee, to enter at a reasonable time the office and premises in which the member is engaged in the practice of optometry or refuses to permit the committee or the member of that committee to examine the premises, the equipment on the premises, the books and accounts, records of patient care or any other books, records, documents or things that are relevant to the inquiry by the mediation committee;
- (gg) conceals, alters or destroys any books, records, documents or things relevant to the matter being investigated by a mediation committee;
- (hh) having received reasonable notice to appear before the mediation committee, neglects or refuses to attend at the time, date and place of the notice.

- (8.2) Optometrists must maintain professional boundaries with their patients and not exploit the patient in any way. The following issues are pertinent to situations where the patient-optometrist relationship may be compromised by sexualized behavior.
- (a) Trust is the basis of the patient-optometrist relationship.
  - (b) The onus is always on the optometrist to maintain professional boundaries with a patient and not to exploit the patient in any way. The nature of a fiduciary relationship makes a consensual sexual relationship between an optometrist and patient impossible.
  - (c) The patient is considered to be the vulnerable individual in the professional relationship in which assistance and treatment are sought from a professional individual with knowledge and training to make diagnoses and treatment decisions.
  - (d) Power imbalance exists in the patient-optometrist relationship, and transference may develop as a result of the power imbalance.
  - (e) Sexualized behavior in the patient-optometrist relationship is never acceptable. A breach of sexual boundaries has potential for significant harm to the patient as the optometrist cannot provide objective care when a sexualized relationship exists.
  - (f) Patient-optometrist relationships shall be conducted as outlined in the Standards of Practice.

## CONFLICT OF INTEREST

### Preamble

- (9.1) It is the intention of this Conflict of Interest Bylaw that optometrists should not accept any form of gift or economic benefit whereby the professional services which they provide to a patient or the advice or recommendation given to a patient might be influenced by factors other than the best interest of the patient and the professional judgment of the optometrist.
- (9.2) It is further the intention of this Conflict of Interest Bylaw that optometrists should not accept any form of gift or economic benefit whereby it might appear to others that the professional services which they provide to a patient or the advice or recommendation given to a patient might be influenced by factors other than the best interest of the patient and the professional judgment of the optometrist.
- (9.3) It is further the intention of this Conflict of Interest Bylaw that forms of economic relationships or business activities by optometrists which might influence an optometrist's professional services, advice or recommendations should be prohibited. Where an optometrist is permitted to enter into economic relationships or business activities with persons other than other optometrists, full disclosure of this relationship must be provided to each patient of the optometrist. The patient must also be advised that treatment services such as spectacles, contact lenses and low vision devices are available from providers other than the person with which the optometrists has a relationship.

### Definitions

- (9.4) In this bylaw the words:

"Association" means the Saskatchewan Association of Optometrists.



"benefit"

means any benefit, gift or advantage whatsoever received or obtained, directly or indirectly, by a member, a person who is an immediate family member of the member, or a related corporation of a member and includes:

- (a) the acceptance of a loan unless there is written evidence of indebtedness which:
  - i) is executed at the time of the transfer of funds;
  - ii) is available and is produced to the Association on demand; and
  - iii) provides for a fixed term of loan with specific repayment terms and a set interest rate, all of which are reasonable having a view to prevailing market conditions at the time of the loan.
- (b) the reduction of the amount of any indebtedness or financial obligation.
- (c) the acceptance of credit unless the credit is unrelated in any way to patient referrals and the credit is extended pursuant to an agreement in writing which:
  - i) is executed at the time of the transaction;
  - ii) is available and produced to the Association on demand; and
  - iii) provides for a fixed term of credit and fixes an interest rate both of which are reasonable having a view to prevailing market conditions at the time of the transaction.
- (d) the use of any equipment, furniture or fixtures used in connection with a member's practice of the profession of optometry including ophthalmic equipment, office furnishings, computer equipment or software or the use of telephone equipment unless there is a written agreement relating to the use of such equipment, furniture or fixtures which:
  - i) is unrelated in any way to patient referrals;
  - ii) is executed at the time that such equipment, furniture or fixtures is made available to the member;
  - iii) is available and produced to the Association on demand; and
  - iv) provides for a fixed term for the agreement and fixes terms of payment for such equipment, furniture or fixtures which is reasonable having a view to prevailing market conditions at the time of the transaction.
- (e) the occupancy or use of any premises in connection with the member's practice of the profession of optometry, whether under lease or under any other arrangement, unless there is a written agreement relating to the use of such premises which:
  - i) is unrelated in any way to patient referrals;
  - ii) is executed at the time that such premises are made available to the member;

iii) is available and produced to the Association on demand; and

iv) provides for a fixed term of the agreement and is on terms which are reasonable having a view to prevailing market conditions at the time of the transaction.

but does not include:

(a) occasional small gifts, promotional items or other small expenditures provided to or for the member as a courtesy to a member which are unrelated in any way to patient referrals or usage, display or sale of particular ophthalmic appliances by the member and which could not reasonably be regarded as possibly affecting an optometrist's choice of services or ophthalmic appliances for patients.

(b) volume purchase discounts provided by a supplier to an optometrist provided such volume purchase discounts are generally available to other optometrists.

"immediate family member" means:

(a) the spouse of a member;

(b) a person who is in a relationship similar to a spousal relationship with the member, whether or not that person is of the same gender as the member;

(c) any child or adopted child of the member, or

(d) the spouse of a child referred to under "immediate family member" 9.4(b)

"ophthalmic dispensary" means:

any retail outlet which sells ophthalmic appliances to the public on prescription and includes an individual, partnership or corporation which controls or has a financial interest in an ophthalmic dispensary and includes every employee or representative of such individual, partnership or corporation, but does not include a dispensary for eyeglasses or contact lenses located entirely within the premises where the member practices optometry if that dispensary is wholly owned by the member, members practicing in a form of association or partnership with the member, immediate family members of such persons, or related corporations of such persons and the dispensary is supervised by the member.

"ophthalmic dispenser" means a person licensed under The Ophthalmic Dispensers Act of Saskatchewan or any succeeding legislation for the regulation of ophthalmic dispensers, and includes any person, partnership, corporation, institution, or facility which provides ophthalmic dispensing service.

"patient referral" includes any situation in which a member's patient receives goods or services from an ophthalmic dispensary, vision care provider, or surgical facility whether there is, or is not, a recommendation by a member that the patient patronize such ophthalmic dispensary, vision care provider or surgical facility.

"related corporation" means any corporation:

- (a) in which a member is a shareholder, director or employee; or
- (b) in which an immediate family member of a member is a shareholder, director or employer; or
- (c) which makes any payment to or provides a benefit to any member, an immediate family member of a member, or a related corporation of a member.

but does not include:

- (a) a publicly traded corporation in which the member's only interest is as a shareholder of the publicly traded shares of the corporation.

"supplier" means a manufacturer or distributor of ophthalmic appliances or optometric equipment, or other optometric supplies used in connection with an optometrist's professional practice.

"surgical facility" means any facility which offers surgical improvement of vision and includes an individual, partnership or corporation which controls or has a financial interest in a surgical facility and every employee or representative of such individual, partnership or corporation.

"vision care provider" means any person, partnership, corporation, institution or facility that provides services related to patients' vision, and to whom optometrists may refer patients, and includes each employee or representative of such person, partnership, corporation, institution or facility and includes ophthalmologists.

"wholesale optical manufacturer or distributor" means any person, partnership or corporation that manufactures ophthalmic appliances or distributes ophthalmic appliances, other than an ophthalmic dispensary, and includes every employee or representative of such person, partnership or corporation.

### Conflicts of Interest

- (9.5) Except as otherwise provided in this bylaw it is a conflict of interest for a member, an immediate family member of a member or a related corporation of a member to receive any benefit, directly or indirectly, from any ophthalmic dispensary, surgical facility, wholesale optical manufacturer or distributor or vision care provider.
- (9.6) Except as otherwise provided in this bylaw, it is a conflict of interest for a member, immediate family member of a member or a related corporation of a member to receive any benefit from any person, partnership, corporation or organization if that benefit is affected by patient referrals.
- (9.7) It is a conflict of interest for a member, an immediate family member of a member or a related corporation of a member to have a financial interest in an ophthalmic dispensary or to receive a benefit from an ophthalmic dispensary. Provided however, if the immediate family member of a member is a licensed ophthalmic dispenser, it is not a conflict of interest for that

immediate family member to have a financial interest in an ophthalmic dispensary, or to receive a benefit from an ophthalmic dispensary, if the member does not engage in any direct or indirect referral to or from the ophthalmic dispensary, and if no benefit flows through to the member from the ophthalmic dispensary.

- (9.8) It is a conflict of interest for a member to be employed by an ophthalmic dispensary, or to practice under any form of arrangement or contract whereby patients are referred to the member by an ophthalmic dispensary.
- (9.9) Except as otherwise provided in this bylaw it is a conflict of interest for a member to share fees with any person, partnership or corporation which has referred a patient or to receive a benefit from any person, partnership or corporation to whom the member has referred a patient or to engage in any form of fee sharing, rebates or other indirect remuneration with any such person.
- (9.10) Subject to Section 9.12, it is a conflict of interest for a member to engage in the practice of optometry as an employee of, or in any form of association with or partnership with any person or corporation other than:
- a) with an active member or with a part-time member who is engaged in the practice of optometry. For the purposes of this Subsection an active member is one who practices in Saskatchewan a minimum of 750 hours in the preceding three years, and a part-time member is a holder of a part-time license as defined in SAO Policy.
  - b) with a legally qualified medical practitioner who is engaged in the profession of medicine provided that such practice is not inconsistent with *The Optometry Act, 1985* or the bylaws.
  - c) as an employee or agent of a municipal government, agency of a municipal government, a University or a regional health authority;
  - d) with an approved health agency if the employment or any arrangement has been approved by the Council;
  - e) with a corporation for the sole purpose of providing optometric counsel and service to the employees of that corporation; or
  - f) with such other person or corporation as may be permitted by this bylaw whether such other person or corporation does, or does not, practice optometry.

It is not a conflict of interest for a member to practice with an ophthalmic dispenser pursuant to an arrangement whereby the ophthalmic dispenser practices solely on the premises of the optometrist and under the direct supervision of that optometrist. Without limiting the generality of the foregoing, except as permitted by the preceding sentence, or by Section 9.10 (c), (d), (e) or (f), or by Section 9.11, it is a conflict of interest for a member to employ or be employed by an ophthalmic dispenser, or to engage in the practice of optometry in any form of association with or partnership with an ophthalmic dispenser.

- (9.11) For the purposes of this paragraph, “form of business association” does not include a relationship in which the optometrist is an employee or practices under a contract for personal services. Notwithstanding anything to the contrary in Section 9.10, it is not a conflict of interest for an optometrist to practice in a form of business association with an ophthalmic

dispensary or ophthalmic dispenser, if each and every one of the following conditions is met in that association:

- a) the location containing the optometric practice shall be accessible to the member and the member's staff, and the member's patients on a 24 hour basis. Any public entrances or exits of the optometric practice that are within or inter-connected with an ophthalmic dispensary must be sealed when the optometric practice is not occupied by the member or the member's staff.
  - b) the location containing the optometric practice shall have independent and direct telephone services which are separate from those of the ophthalmic dispensary, has a mail delivery system that is independent of and separate from the ophthalmic dispensary, and has a computer network that is independent of and separate from the ophthalmic dispensary.
  - c) patients are made aware, through signs, brochures or other means which will bring to the attention of patients of the optometrist that the optometrist is practising in a relationship with the ophthalmic dispensary or ophthalmic dispenser; and,
  - d) patients are offered a written prescription for their vision correction following their assessment by the optometrist, and are made aware that they are not required to have their prescription for eyewear filled by the vision care provider with whom the optometrist is practicing in an association. The optometrist shall ensure that neither the optometrist nor any member of the optometrist's staff delivers the prescription to the ophthalmic dispensary or ophthalmic dispenser with whom the member is associated; and,
  - e) the optometrist's practice has a secure facility for the private and confidential storage of patient records and medical information, including all financial dealings with the optometrist's patients connected with the practice. These records will be maintained as confidential and accessible only to the optometrist and the optometrist's staff. The optometrist shall ensure that no person, including the ophthalmic dispenser or ophthalmic dispensers staff, has access to such records; and,
  - f) the optometrist's practice has a secure facility for the storage of diagnostic and therapeutic pharmaceutical agents. These drugs will be accessible only to the optometrist and the optometrist's staff. The optometrist shall ensure that no person, including the ophthalmic dispenser or ophthalmic dispensers staff, has access to such drugs; and
  - g) the relationship with the ophthalmic dispensary or ophthalmic dispenser provides the optometrist control over all advertising done by the ophthalmic dispensary or ophthalmic dispenser which relates to the services provided by the optometrist so as to ensure that the advertising which relates to the services provided by the optometrist meets the ethical and bylaw requirements for advertising by optometrists.
- (9.12) It is not a conflict of interest for a member to have a financial interest in a wholesale optical laboratory, contact lens manufacturer or surgical facility, provided the only benefit received by the member from the wholesale optical laboratory, contact lens manufacturer or surgical facility is:

- (a) a dividend, bonus or share of the profits paid by the wholesale optical laboratory, contact lens manufacturer or surgical facility on the basis of the financial investment made in the wholesale optical laboratory, contact lens manufacturer or surgical facility, or a director's fee paid by the wholesale optical laboratory, contact lens manufacturer or surgical facility, such payment is reasonable and is made on the same basis as paid to other persons who have made a financial investment in the wholesale optical laboratory, contact lens manufacturer or surgical facility; or
  - (b) such other payment as may be permitted under the terms of this bylaw.
- (9.13) It is not a conflict of interest for a member to receive payment of a fee from a surgical facility if the fee:
- (a) is fully disclosed to the patient in advance; and
  - (b) relates solely to the provision of pre-surgical care and/or post-surgical care provided to the patient by the member; and
  - (c) is unrelated to patient referrals to the surgical facility; and
  - (d) is a reasonable fee for the services provided by the member; and
  - (e) is consistent with the fee charged by the member to other surgical facilities.
- (9.14) It is not a conflict of interest for a member to be employed by or to practice under contract with a surgical facility if the remuneration paid to the member:
- (a) relates solely to the provision of pre-surgical care and/or post-surgical care provided to the patient by the member; and
  - (b) is unrelated to patient referrals to the surgical facility; and
  - (c) is reasonable for the services provided by the member.
- (9.15) It is not a conflict of interest for a member, or immediate family member of a member or related corporation of a member to receive a benefit from a surgical facility if the benefit:
- (a) is unrelated to patient referrals; and
  - (b) is a reasonable payment for services provided to the surgical facility; or
  - (c) is a dividend, bonus or share of the profits paid by the surgical facility on the basis of the financial investment made in the surgical facility, or a director's fee paid by the surgical facility, such payment is reasonable and is made on the same basis as paid to other persons who have made a financial investment in the surgical facility; or, in the case of a director's fee, is paid on the same basis as payments to other directors.

- (9.16) It is a conflict of interest for a member to refer a patient to a surgical facility in which the member has a financial interest, unless at the time of referral the member discloses the fact that the member has a financial interest in the surgical facility and:
- (a) advises the patient of the availability of alternative surgical facilities; and
  - (b) provides the patient with information relating to the fees which will be charged or paid by the patient including fees paid to the member by the patient or the surgical facility for both pre-surgical and post-surgical care, and surgical and facility fees which will be charged by the surgical facility.
- (9.17) It is a conflict of interest for a member to be employed by or offer services under contract to a wholesale optical laboratory or contact lens manufacturer if any part of the member's duties is to provide care to patients, unless that patient care relates solely to research conducted by the wholesale optical laboratory or contact lens manufacturer.
- (9.18) It is not a conflict of interest for a member to receive a benefit if the member has obtained the prior approval of the Council to receive such benefit.

#### ADVERTISING

- (10.1) (a) A member or clinic may make information about the member and services provided or the clinic and the services it provides available to any patient, potential patient or the public generally, subject to the limitations contained herein;
- (b) The word “advertising” in relation to the optometric profession must be taken in its broadest sense. It includes all those methods by which a practising optometrist is made known to the public either by oneself or by others without the optometrist’s objections, in a manner which can be fairly regarded as having for its purpose the obtaining of patients or the promotion in other ways of the optometrist’s individual professional advantage;
  - (c) A member or clinic may participate in or donate services to charitable endeavours;
  - (d) Any member who advertises in a manner contrary to this bylaw, or who permits such advertising to be done on the member’s behalf or permits any clinic with which the member is associated to advertise contrary to this bylaw shall be guilty of unprofessional conduct and shall be subject to the provisions of The Optometry Act, 1985.

#### ETHICAL, PROFESSIONAL, ADVERTISING CRITERIA

- (10.2) Advertising, promotion and other marketing activities must be in good taste, accurate and not capable of misleading the public. Any conduct, either directly or indirectly, or through any medium or agent that:
- (a) misrepresents fact;
  - (b) compares either directly, indirectly or by innuendo, the member’s services or ability with that of any other practitioner or clinic, or promises or offers more effective service or better results than those available elsewhere;
  - (b) deprecates another member or clinic as to service, ability or fees;

- (d) creates an unjustified expectation about the results the member can achieve;
- (e) is made under any false or misleading guise, or takes advantage, either physical, emotional or financial of any patient or uses coercion, duress or harassment;
- (f) is undignified, in bad taste or otherwise offensive so as to be incompatible with the best interests of the public or members under The Optometry Act, 1985, or tends to harm the standing of the optometric profession generally;
- (g) discloses the names of patients; or,
- (h) makes statements which are not statements of fact or makes statements that cannot be proven to be accurate by the member or clinic;
- (i) is to be strictly avoided as such conduct is contrary to the interest of the public and the profession.

#### THERAPEUTIC PHARMACEUTICAL AGENTS CERTIFICATE

- (11.1) A member providing antiglaucoma treatment must have a working relationship with an ophthalmologist who is accessible for consultation, collaboration and transfer of care when referral is required as per the bylaws and the Saskatchewan Association of Optometrists Glaucoma Treatment Standard of Practice.

#### COMPULSORY CONTINUING EDUCATION

- (12.1) Members will be responsible to provide verification they have met the continuing education requirements as defined within the Continuing Education Standard of Practice as specified by the Board of Examiners, the Registrar, and as approved by Council.
- (12.2) The Association shall provide courses consisting of not less than 15 hours of continuing education in each year unless otherwise determined by Council.

#### PROFESSIONAL CORPORATIONS

- (13.1) An application for registration by a Professional Corporation shall meet the requirements as defined by Council, and shall be accompanied by the fees as prescribed by Council:
- (a) during the first year of its registration, a professional corporation shall be required to pay both the registration fee and the fee for an annual permit; and
  - (b) the fees above shall not be pro-rated for part of a year.
- (13.2) The name of the corporation shall depict that the corporation is engaged in delivering optometric services.
- (13.3) The Registrar may refuse registration or refuse to renew a permit where the form is not completed in accordance with paragraph 13.1 or if the name of the corporation does not meet the requirements of paragraph 13.2.
- (13.4) The Registrar may request additional information relating to an application for registration or an application for renewal of a permit by a professional corporation and may refuse registration or renewal of a permit until that information is provided.



- (13.5) To grant the renewal of an annual permit for a professional corporation shall be determined by the Registrar:
- (a) the fees for an annual professional corporation permit and renewal shall be determined by Council;
  - (b) a late fee penalty for the renewal of a professional corporation permit if not paid by December 31 of the year immediately prior to the issuance of the annual permit shall be determined by Council.
  - (c) a late payment fee if the fee for an annual permit is not paid by December 31 of the year immediately prior to the issuance of the annual permit;
  - (d) during the first year of its registration, a professional corporation shall be required to pay both the registration fee and the fee for an annual permit; and
  - (e) the fees above shall not be pro-rated for part of a year.
- (13.6) All advertising by Professional Corporations shall comply with the provisions of these bylaws pertaining to advertising by members.
- (13.7) Each member who practices optometry by, through or in the name of a Professional Corporation is responsible to ensure that all advertising by the Professional Corporation complies with the bylaws.
- (13.8) Each member who practices optometry by, through or in the name of a Professional Corporation is responsible to ensure that the professional corporation complies with all of the provisions of these bylaws relating to preparing and retaining records relating to care of patients, and is responsible to ensure that the corporation prepares and maintains the same financial records as are required for members pursuant to the Act and bylaws.
- (13.9) In order to be granted registration as a professional corporation, or in order to be granted an annual permit, a professional corporation shall certify that each member who practices optometry by or through the professional corporation is insured under a contract of malpractice insurance with an insurance company that is registered to do business in Saskatchewan that provides a minimum coverage of two million dollars for each occurrence.

**APPENDIX E**  
**APPLICATION BY A PROFESSIONAL CORPORATION FOR THE ISSUANCE OF A**  
**RENEWAL OF AN ANNUAL PERMIT**

I, \_\_\_\_\_, holding College Registration Number \_\_\_\_\_, am a director of \_\_\_\_\_ (*Professional Corporation's name*), and do hereby solemnly declare the following:

- i. That the corporation is in compliance with the Business Corporation Act as of the date this statutory declaration is executed.
- ii. That the corporation does not carry on, and does not plan to carry on, any business that is not the practice of the profession governed by the College or activities related to or ancillary to the practice of that profession.
- iii. That there has been no change in the status of the corporation since the date of the certificate of status enclosed with this application for a renewal of a Certificate of Authorization that accompanies this statutory declaration.
- iv. A Corporations Branch, Corporate Registry Profile Report accompanies this statutory declaration as confirmation of accuracy and that the last year's return has been filed.

And I make this solemn declaration conscientiously believing it to be true and known that it is of the same force and effect as if made under oath.

Declared in the City of \_\_\_\_\_ in the Province of Saskatchewan this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature of Declarant)

\_\_\_\_\_  
(Print Name)

Certified to be a true-copy of the Regulatory Professional Bylaws approved by the Council of the Saskatchewan Association of Optometrists on June 22, 2018 for bylaw amendment submission.

CERTIFIED TRUE COPY by:



A. J. P. P.  
Dr Adam FitzPatrick  
Saskatchewan Association of Optometrists  
President  
Date: June 22, 2018

APPROVED BY:

Honourable Jim Reiter  
Minister of Health  
Date: September 26, 2018