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## November 2018: The AOA is a strong advocate, but you must also stand up for yourself.

Along with representatives from nearly every state, I spent a few days at the end of October in Arlington, VA at the AOA's Healthcare Payor Advocacy Meeting. If you want to see a great example of why organized optometry is so crucial to our profession, attend a meeting like this one. As someone who is pretty attuned to these issues and also involved in organized optometry, even I was surprised by many of the activities on which the AOA leadership is working.

The AOA is continually striving to promote our profession and give us a place at the table when decisions are pushed down by powers many of us think are beyond our ability to influence. To briefly highlight a few items: the AOA created the Health Policy Institute (HPI). HPI promotes optometry through the dissemination of evidenced-based medicine to policy makers, providers, patients, and the public. The Optometric Research Summit recently launched to help promote our profession by fostering and encouraging OD based research and further our recognition as an integral part of medical research. Additionally, representatives from the AOA are involved in the CPT Editorial Panel who advise CPT on updates, additions, and deletions to the CPT codes we use every day. These groups, and many others, are in addition to the advocacy the AOA routinely provides whenever optometry needs a voice.

Although our profession relies on the AOA to stand up for us on a macro-level, we each need to be our own voice when forces outside our practices' walls start affecting us on the micro-level. A common issue we see--dealt with in a way too passive way--is the evaluation and negotiation of third-party contracts. Nearly all third-party payers will negotiate with providers when it comes to terms and reimbursements. But if you don't ask, they most certainly won't. Whenever you evaluate a payer contract, a little homework should first be done. Blindly signing up for a plan will end in frustration and regret as you may fill your practice with poorly reimbursing plans followed by no recourse for change.

Before you agree to a plan, perform a Strength, Weaknesses, Opportunities, and Threats analysis (SWOT) on the payer. Basically, what are the pros & cons of being a provider? Does the plan give you access to many patients, but the reimbursement is so low you can't afford to pay your staff? Once you decide the plan is worth pursuing, under what terms will it be feasible to see patients? You must know a few things before you even start negotiating.

What are your fixed & variable costs? • What margins do you need?

Do you NEED the contract? • Or, do you just WANT the contract?

Simply asking for a better fee schedule may not end in your favor--you must make the case. Do you offer a convenient appointment schedule (i.e. evenings, weekends), is your clinic multi-specialty, do you have a focus in special needs patients, or pediatrics? Can you get an influential patient (i.e. CEO of a large employer), or other providers (i.e. endocrinologists) to advocate for you? You must provide them with a reason to offer you more than other providers.

Two questions to which you need to know the answer:

1. What is your initial offer? They will nearly never accept the first offer, so ask for more than your ideal terms knowing you will not get them all.
2. What is your REAL line in the sand? What are the non-negotiable terms? What is the lowest fee for which you can, or are willing, to work?

Finally, watch for a few things that can make any amount of negotiation worthless.

- Unilateral changes. Can they change the terms of the contract without notification or agreement by you? These clauses are more common than you would expect and can make all your efforts worthless.
- Discounts on non-covered services. This is very common in vision plans where they demand you not only accept their fees schedule, but you are required to discount services and products they don't even cover.
- All products/plans clauses. This requires you to not only provide services for the one plan you think you are signing up for, but also for other plans you may not even realize exist. And their terms and fees may be different.

Lastly, know your exit options. How do you terminate your agreement, and what is the timeline? What are your responsibilities after the contract is terminated?

The AOA is a great advocate for our profession, but you must always advocate for yourself as well.