

AAOE Listservs: Disclaimer - E-Expert

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Participants in E-Expert are encouraged to use this forum for the free exchange of ideas, information, critiques, and commentary. However, the nature of this forum is such that several words of caution (guidelines) are necessary to protect your interests and those of your fellow E-Expert members:

1. Certain discussions by physicians and others who are not part of the same group practice raise the **risk of antitrust investigation and liability**. This risk exists whether those discussions take place in a face-to-face meeting, by written correspondence, or through electronic communication. Compliance with the rules for E-Talk list serves and forums require that **participants do not discuss** fees, acceptable reimbursement levels, current salaries or compensation for any office personal, including but not limited to ophthalmologists, optometrists, technicians, and administrators, or plans for collective economic actions (e.g., joint negotiations with or boycotts of third party payors or managed care plans, or decisions not to deal with particular types of providers).

In fact, the risk is even greater for E-Expert discussions, since by definition a written record is made of the communication. Because this is an E-Expert forum, such discussions could not only put you at risk for antitrust liability it could implicate AAOE and The Academy as well. Accordingly, you are asked to refrain from any E-Expert discussions about (a) what is an appropriate amount to charge for a particular procedure, (b) whether particular reimbursement amounts are sufficient or insufficient, collective actions that might be taken if reimbursement are deemed to be insufficient, and (c) whether ophthalmologists should do business with other

types of providers for economic reasons (e.g., optometrists who charge excessive co-management fees). One exception to this caution is that discussions about Medicare or Medicaid reimbursement policies are generally permissible as long as they do not lead to anticompetitive actions (e.g., a collective agreement not to treat Medicare or Medicaid patients).

2. Although AAOE attempts to maintain the security of E-Expert by limiting participation to AAOE members and selected consultants and staff, participants should not assume that E-Expert discussions are confidential or privileged. To the contrary, comments made on E-Expert could be forwarded to nonparticipants either by electronic or hard copy transmission. Moreover, electronic communications are often discoverable in court proceedings. This means that a plaintiff in a malpractice lawsuit might seek to discover E-Expert communications involving a particular defendant physician or a subject of relevance to the lawsuit. Such discovery efforts may well be successful. Therefore, participants should use discretion in their communications, particularly with respect to statements about their treatment of or contacts with specific patient or patients, or about the level of one's technical skills, that might later be used against you (or AAO member physicians) if litigation were every to ensue. Never mention a patient by name or give enough information that the patient's identity is revealed.
3. Participants should recognize that E-Expert discussions are tantamount to participating in a public meeting. Disparaging comments about the skills or techniques of other AAOE members or physicians are no more appropriate in one context than the other. This caution is intended both to encourage professional decorum of E-Expert and to reduce potential liability risks for participants and AAO/AAOE.
4. AAOE listservs are intended to discuss business issues. Members should refrain from posting forwarded e-mails, contests and other e-mails that are not relevant to the business aspects of ophthalmology practice.

If you are a Consultant Member of AAOE, you are eligible to participate in the E-Expert e-mail list if you agree to these additional terms:

1. *You must always identify yourself at the end of your message with an electronic signature that includes only your name, the name of your consulting practice, address and other contact information.*
2. *Your signature or footer must include "CONSULTANT".*
3. *You may never solicit your firm's services in your e-mail replies or postings.*
4. *You may never invite readers to contact your firm for further information.*
5. *Your membership in E-Expert is non-transferable. Only the Lead Contact Consultant whose name appears in our consultant directory may participate.*
6. *If a reader voluntarily contacts your firm, you may engage in a professional relationship only after you convey - and they agree - that your services are separate and apart from the Academy's general E-Expert activities.*