



MEDICAL SOCIETY OF THE STATE OF NEW YORK

Philip A. Schuh, C.P.A., M.S. - Executive Vice President
Executive Headquarters

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To: MSSNY Members Physician Advocacy Council

From: Philip Schuh, CPA, MS
Executive Vice President

Date: July 15, 2015

Subject: Meeting - Tuesday - July 21, 2015

As you are aware the first meeting of the Physician Advocacy Council (PAC) formed as a result of the recently concluded lawsuit with United Health will be held on **Tuesday evening, July 21, 2015 at One Penn Plaza, 8th Floor, New York City.**

I have been told to advise you that due to security you will need to have a photo ID to gain access to the building (Driver's license will suffice). There will only be a skeleton crew at the time of the meeting (6:00 p.m. for a light dinner, with the actual meeting starting promptly at 6:30 p.m.). Therefore, if you have any trouble accessing the building, please call me on my cell at 917-330-9868. I will already be at the meeting room.

For your information I have attached several documents (some which you have seen already) relating to this meeting. The first is a listing of the four (4) MSSNY representatives on this Council. In this way you will know who is representing MSSNY.

The next list reflects the four (4) physicians appointed to the Council by United Health. Please note that one is a current MSSNY member and two are former MSSNY members.

I have then copied the specific contract language which describes the formation of the State Physician Advocacy Council. I want you to see the specifics as to how it was described in the settlement.

Within the participation agreement section of the settlement reference is made to your ability to submit issues/topics for the agenda. I have received some agenda items from several of you. Please see the agenda items that have been submitted to date. If you wish to get anything else onto the agenda, I would need to know right away.

The meeting will be teleconferenced and I will get you that information in case you cannot attend in person. (I am assuming that at least one of you will be calling in.) Otherwise, I will see you next Tuesday evening.

Thank you.

PAS/sr

Memo to PAC physicians

Copy to: Office of the President

*Joseph Maldonado, Jr., MSc, DipEBHC, MSSNY President
Malcolm D. Reid, MD, MPP, MSSNY President-Elect
Charles Rothberg, MD, MSSNY Vice President
Andrew Kleinman, MD, MSSNY Immediate Past President*

United PAC Physicians

Patricia McLaughlin, MD, Ophthalmologist, Solo Practice
155 East 72 Street
New York, NY 10021
212 988 6870
pmclaughlin@laserlasik.com

Jeffrey Sneider, MD, Internal Medicine, Small Group Practice
Family Care Medical Group
1001 W. Fayette Street
Syracuse, NY 13205
315 218 7020
JSneider@fcmg.org

Robert Frankel, MD, Cardiologist – Large Group Practice
Maimonides Medical Center
4802 10th Avenue
Brooklyn, NY 11219
718 283 7480
heartdoc315@gmail.com

Moshe Ephrat, MD, FACS, Otolaryngologist –
ENT & Allergy Associates
3003 New Hyde Park Road – Ste. 409
Lake Success, NY 11042
516 775 2800
MEphrat@entandallergy.com

NY PAC MEMBERS

Name	Provider Address	Provider Phone	email
Steve Goldberg	1010 Northern Blvd Suite 110 Great Neck, NY 11021	516-390-2430	<i>Former Member - 2012</i> smg124@aol.com
Richard Park	1345 Ave of the Americas, 8th floor New York, NY 10105	212-913-0828	<i>Non-Member</i> rpark@citymd.net
Daniel Lorber	5945 161st Street Flushing, NY 11365	718-762-3111	<i>Member</i> lorberdan@aol.com
Gary Giangola	130 East 77th Street New York, NY 10075	212-434-3400	<i>Former Member 2010</i> Ggiangola@NSHS.edu

→ 3.2 State Physician Advisory Council

As part of the consideration supporting this Settlement Agreement, within sixty (60) days of the signing of the Settlement Agreement, there shall be created a Physician Advisory Council ("PAC") in the State of New York. The Parties shall work together in good faith to address the logistics of establishing and operating the PAC.

The PAC shall have no fewer than ten (10) standing members, as follows:

- a. United's local or regional chief medical officer and/or his/her Physician and/or other designee(s); a minimum of one United attendee will be a Physician.
- b. Eight (8) United commercial network Physicians in active clinical practice in New York: four recommended by MSSNY and approved by United, which approval shall not be unreasonably withheld, and four recommended by United and approved by MSSNY, which approval shall not be unreasonably withheld. Reasonable efforts shall be employed in the selection of Physicians to ensure representation among the following: primary care Physicians, specialists, Physicians employed by large hospital or medical groups, and Physicians in solo or small group (less than four (4) Physician) practice. No such Physician shall be employed by United and no more than two shall be from any one group, hospital, FQHC or other facility or medical practice. Best efforts shall be made to select and agree to the Physicians within sixty (60) days from the date of this Settlement Agreement.
- c. A staff representative of MSSNY designated in MSSNY's sole discretion.

The PAC shall hold at least four (4) meetings per year, or as otherwise agreed to by members of the PAC, for a period of no less than three (3) years, the first meeting of which shall

be convened within ninety (90) days from the date of this Settlement Agreement. Only PAC members shall attend telephonic and in-person PAC meetings. Two meetings per year may be conducted telephonically, and each PAC member in attendance must be announced. United shall pay for the cost of the meeting itself, but no additional honorarium or travel costs for the Physician members. In-person meetings of the New York PAC shall be held at the offices of United in New York City.

Notice of each meeting will be given one month in advance. An agenda shall be set at least one week in advance of each meeting based on input of all PAC members. During the meeting, the PAC will make recommendations concerning the topics on the agenda. Those recommendations will be taken back (by United's PAC designee) for good faith consideration. United's response will be included as an agenda item for the following quarterly meeting. Other than the preparation and circulation of an agenda, there shall be no recording of any PAC meeting, nor shall there be any written materials regarding the matters discussed at the meeting published or disseminated absent prior approval by the PAC members. Each PAC member shall execute a Physician Advisory Council Participation Agreement substantially in the form of Exhibit 1 annexed hereto. Nothing herein is intended to preclude MSSNY's PAC representatives from taking notes of the meeting for purposes of reporting to MSSNY's boards, or communicating with MSSNY's boards or membership.

PHYSICIAN ADVISORY COUNCIL PARTICIPATION AGREEMENT

This Physician Advisory Council Participation Agreement sets forth the terms and conditions under which [INSERT NAME] ("Member") shall serve on the Physician Advisory Council ("PAC") established by the Medical Society of the State of New York ("MSSNY") and UnitedHealth Group Incorporated and its subsidiaries and affiliates ("United").

Member understands and agrees that he or she will be required to attend at least four (4) meetings of the PAC per year, or as otherwise agreed to by the members of the PAC, for a period of no less than three (3) years. Member further understands and agrees that two (2) such meetings per year may be conducted telephonically, and that in such circumstances, Member must announce his or her presence. Member also understands and agrees that, unless he or she is representing MSSNY or United, his or her membership in the PAC and participation at PAC meetings is not transferrable and there will be no substitutions if he or she is unable to attend PAC meetings.

Member understands and agrees that he or she shall have input in setting the agenda for each PAC meeting, which shall be set at least one week in advance of each meeting.

Member understands and agrees that he or she shall not record any PAC meeting or publish or disseminate any written materials regarding the matters discussed at the PAC meeting, other than preparation or circulation of the agenda to members of the PAC, absent prior approval by the PAC members; provided, however, that nothing herein shall preclude any Member from taking notes of the PAC meeting for purposes of reporting to MSSNY's board or communicating with MSSNY's board or membership.

Member understands and agrees that in his or her service on the PAC, United may propose to share information with PAC members that consists of (a) Protected Health Information, as that term is defined in 45 C.F.R. §164.501, or (b) a Trade Secret, defined as follows:

"Trade Secret" means information, without regard to form, including, but not limited to, technical, nontechnical or financial data, a formula, pattern, compilation, program, device, method, technique, process, or plan that:

(A) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; and

(B) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, and will reasonably never be disseminated publicly.

(together, "Confidential Information").

Member further understands that, in his or her service on the PAC United may propose to share information with PAC Members at a specific meeting that is not Confidential Information, and instead consists of information that is likely to eventually become public information, but should be discussed privately by the PAC while the information remains non-public, such as proposed changes to United's provider networks, proposed changes or other issues relating to United's payment policies, proposed changes or other issues relating to definitions in provider contracts, proposed changes or other issues relating to provider manuals, and/or proposed changes or other issues relating to providers' appeal rights and procedures ("Embargoed Information").

Member further understands that if and when United proposes to share specific Confidential Information during a PAC meeting, United shall specify what Confidential Information it proposes to share, shall explain to Member how it qualifies as Confidential Information, and shall ask that Member agree that he or she: (i) shall not disclose, copy or otherwise reproduce any Confidential Information; (ii) shall not use the Confidential Information for any other purpose other than for performance of Member's duties on the PAC; and (iii) shall return all Confidential Information to United at such time as Member has completed performance of his or her duties on the PAC, and further that the foregoing obligations shall survive the termination of his or her service on the PAC. Member shall be given access to such specific Confidential Information only if Member agrees to the foregoing terms with respect to that specific Confidential Information, or if United withdraws its designation of the information as Confidential Information.

Member further understands that if and when United proposes to share specific Embargoed Information during a PAC meeting, United shall specify what Embargoed Information it proposes to share, shall explain to Member how it qualifies as Embargoed Information, and shall ask that Member agree that, until a specified Embargo End Date, he or she: (i) shall not publicly disclose such Embargoed Information; (ii) shall share Embargoed Information only with MSSNY's board; and (iii) shall not use the Embargoed Information for any purpose other than for performance of Member's duties on the PAC. Member shall be given access to such specific Embargoed Information only if Member agrees to the foregoing terms with respect to that specific Embargoed Information, or if United withdraws its designation of the information as Embargoed Information. After the Embargo End Date, Member may disseminate Embargoed Information with MSSNY's membership.

Member understands that compliance with the obligations contained herein is a condition of his or her participation as a Member on the PAC.

SIGNATURE: _____

NAME: _____

DATE: _____

United Physician Advisory Council Meeting
Tuesday, July 21, 2015

Agenda Items

1. *Difficulty in reaching United's Medical Directors. Need to improve communications between practicing physicians and their staff physicians.*
2. *United sends copy of report to physician, but the patient is not that physician's.*
 - a. *Letters are just signed United Health Care and not by a live person.*
 - b. *Letters should be signed by a person with the phone number and email address attached.*
3. *Web portal providing inaccurate information on member's co-pay when checked in advance.*
4. *Regarding contractual changes, there needs to be a specific name and number to discuss these issues as opposed to just a "United Provider Service" general number.*
5. *Difficulty in obtaining signed copies of contracts. Company only forwards current amendments to the old contract signed decades ago.*