



## MEDICAL SOCIETY OF THE STATE OF NEW YORK

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To: Charles Rothberg, MD  
President, Medical Society of the State of New York

From: Michael R. Privitera, MD  
Chair, MSSNY Task Force on Physician Stress and Burnout

Date: June 9, 2017

Subject: Burnout Task Force Recommendations

### INTRODUCTION

The MSSNY Task Force on Physician Stress and Burnout was appointed to implement resolutions from the House of Delegates regarding physician wellness, stress and burnout. The Task Force plan of approach endorsed by Council included:

1. Education of Physicians and Healthcare Systems. Causes, mechanisms, and overview on reduction. Information to help insist upon improvement at local state and national levels.
2. Website resources —links, information on what to do individually and organizationally
3. Education of patient advocacy groups to understand the public health hazard of healthcare clinician burnout, effect on the healthcare system and patient wellbeing.
4. Position statement ideally jointly written with patient advocacy groups to be sent to Congress, EMR vendors, CMS, Federation of State Medical Boards, Consortium of Business Leaders and Insurance Industry

The Task Force concluded that MSSNY can be a leader and a voice for all sectors of physicians across New York State which could be an effective initiative to increase membership. Partnering with other organizations can be a pathway to reducing institutional factors contributing to burnout and improving the lives of physicians.

The Task Force conducted a survey through the MSSNY contact data base and had a robust response rate compared to other MSSNY surveys. Preliminary survey results, reported to the 2017 House of Delegates meeting, indicated that the most significant stressors are organizational, not clinical.

NYS Physician Top10 significant work related stressors in rank-order are:

1. Length and degree of documentation requirements
2. Extension of workplace and a home (email, completion of records, phone calls)
3. Prior authorizations for medications/procedures/admissions
4. Dealing with difficult patients
5. EMR functionality problems
6. CMS/state/federal laws and regulations
7. Lack of voice and being able to decide what good care is

8. Hospital/insurance Company imposed quality metrics
9. Dealing with difficult colleagues
10. Requirement for his increased CME/maintenance of certification

## **ANALYSIS OF SURVEY DATA**

The Task Force continues to review survey data and has identified the need for a statistical analysis of variance to estimate the degree to which changes to the value of one variable predict change to the value of another. Since such analyses can be expensive, the Task Force searched for a pro bono analysis. The staff of the Federation of State Medical Boards has agreed to perform the analysis and has drafted a Memorandum of Understanding which has been reviewed by MSSNY Counsel. The management of research findings (if any) would follow the usual academic publishing standards regarding contribution, acknowledgment, and authorship. The Task Force recommends approval of the Memorandum of Understanding.

## **UTILIZATION OF SURVEY DATA**

Preliminary survey results were distributed to members of the HOD in paper and electronic formats. Survey results have been included in CME presentations such as the HOD weekend on April 20. The Task Force anticipates opportunities to share survey conclusions with physicians and other healthcare leaders. In order to impact the current physician negative working environment, collaboration with other organizations on burnout reduction and wellness efforts will be required. Such outreach efforts will demonstrate to member and non-member physicians that MSSNY is utilizing a scientific and systematic approach in sorting out causes and procuring sustainable solutions. Utilization of burnout survey results in outreach to target audiences will allow the Task Force to make the points needed, based upon data, to affect reduction of stress and burnout in our valuable physicians. The Task Force recommends utilization of burnout survey results in outreach to physicians and other target audiences.

## **RECOMMENDATIONS**

1. The Task Force recommends that Council approval a data analysis Memorandum of Understanding with FSMB.
2. The Task Force recommends that Council approve utilization of burnout survey results in outreach to physicians and other target audiences under the guidance of the MSSNY Communications Division.

Attachment A: Memorandum of Understanding with Federation of State Medical Boards

Attachment B: Executive Summary of MSSNY Burnout Survey Results

### MSSNY Physician Stress and Burnout Task Force Members

Task Force Members: Michael Privitera MD, Chair (8th District), Maria Basile MD, Vice Chair (2nd District), Fouad Atallah MD (1st District), Mark Bertin MD (9th District), Frank Dowling MD (2nd District), Arthur Hengerer MD (7th District), Donald Moore MD (1st District), Malcolm Reid MD (1st District), Jeffrey Selzer MD (2nd District), Louis Snitkoff MD (3th District), William Streck MD (3rd District), Steven Walerstein MD (2nd District), Antony Weiss MD (5th District), Carlos Zapata MD (2nd District), Charles Rothberg MD (2nd District), Caroline Gomez-DiCesare MD (3<sup>rd</sup> District).

## Attachment A

### Memorandum of Understanding for Research Collaboration

This Research Collaboration Agreement (the "Agreement") is made between the Federation of State Medical Boards ("FSMB") and Medical Society of the State of New York (MSSNY) (please type in party name) (collectively the "Parties" or individually "Party").

#### 1. Purpose

The primary purpose of this Agreement is collaboration between the Parties to allow each Party to access, copy, and analyze, interpret, and use certain information described in Section 3 (the "Data").

The aim of the study is (Provide brief summary of purpose) for the MSSNY and the FSMB to conduct a collaborative comprehensive summary of the MSSNY Physician Stress and Burnout Survey in the following three phases: 1) provide descriptive statistics (already completed by the MSSNY) 2) to provide correlations between physician characteristics and burnout and job satisfaction and 3) and to explore ways to model data (e.g., using logistic regression to see which variables contribute to physician burnout).

#### 2. Statement of Collaboration

The Parties agree to make a good faith effort to conduct the collaboration pursuant to the terms of this Agreement. Nothing in this Agreement shall limit the ability of a Party from engaging in similar research or collaborations with other parties, providing the research does not create a conflict with the Parties' obligations under this Agreement.

#### 3. Description of Data

\_\_\_ Mark (x) if MSSNY (party name) will provide data to the FSMB

MSSNY (party name) will provide the FSMB with the following data file, which shall be provided in an aggregate, de-identified format. No physician names or other personally identifiable information will be provided to the FSMB. ):

The file will contain the following data elements (List out each variable, expand section as needed):

- (1) Physician demographic characteristics (age, gender, practice setting, work hours, etc.)
- (2) Mini Z Burnout results
- (3) Work-related issues (dealing with difficult patients/colleagues, lack of voice, teaching responsibilities, job change, etc.)
- (4) Legal issues (fear of litigation, number of active lawsuits, one major lawsuit, other)
- (5) Financial issues (loan payment, financial obligations, cost of living, malpractice costs, other)
- (6) Relationship/family-related issues (relationship difficulty, death of a loved one, etc.)
- (7) Personal issues (health, time, retirement, change in location/condition, other)
- (8) Barrier to mental health care if reported on: license, malpractice carriers and hospital privilege credentialing applications/renewals
- (9) Would choose to become a physician again
- (10) Coping strategies (open-ended text)

- (11) Sense of meaning (open-ended text)
- (12) Reduce physician stress and burnout (open-ended text)
- (13) Identifying information of respondents who were contacted to take survey

\_\_\_\_\_ Mark (x) if the FSMB will provide data to MSSNY (party name)

The FSMB will use the data provided to analyze the survey through various statistical measures, including correlations and modeling.

#### 4. Transmission of Data

The Parties shall agree upon a mechanism by which data will be exchanged and which employs user authentication and encrypted transmissions if deemed necessary by the Disclosing Party.

#### 5. Restrictions of Use of Data

(a) The transfer of Data between Parties constitutes a license from the Disclosing Party to the Receiving Party to use the Data solely for the Purpose set forth in Section 1. Receiving Party agrees that nothing herein shall be deemed a grant of any intellectual property rights or other rights to use the Data for any products, processes, and/or commercial purposes.

(b) The Data shall not be used in any secondary purpose, such as research between Receiving Party and another entity, unless written permission is obtained from the Disclosing Party.

(c) The Receiving Party agrees to ensure that any agent to whom it provides the Data agrees to the same restrictions and conditions that apply through this agreement to the Receiving Party with respect to such information.

(d) The Receiving Party agrees to use appropriate safeguards to protect Data from misuse or unauthorized disclosure. Receiving Party agrees to report to the Disclosing Party any use or disclosure of the Data not provided for by this agreement, of which it becomes aware, within five (5) business days of discovery.

Note any other stipulations on use or provision of data:

#### 6. Confidentiality

(a) Receiving Party agrees that, without the prior written consent of the other Disclosing Party in each case, during the term of this Agreement and for five (5) years thereafter, it (a) will not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent, (b) will protect such Confidential Information from disclosure with the same degree of care as it treats its own confidential and proprietary information of a similar nature, but in all events not less than a reasonable degree of care, (c) will not use such Confidential Information other than to carry out its obligations under this Agreement, and (d) will disclose such Confidential Information only to employees, contractors and consultants of the Receiving Party who have a need to know such information for purposes of carrying out the Receiving Party's obligations under this Agreement. "Confidential Information" shall mean the Data and all other information that is disclosed to the Receiving Party by or on behalf of the Disclosing Party or any of its or its authorized subcontractors' employees, faculty members, research fellows, students, technicians, scientists and/or other representatives (collectively, "Representatives") that is, in the case of written information, marked as confidential and, in the case of oral information, identified as confidential by written notice given to the Receiving Party within fifteen (15) days following disclosure by the Disclosing Party; and provided further that neither the Sponsor nor MSSNY

shall share with the other any information, materials or technical data that are included in the United States Munitions List and subject to the International Traffic in Arms Regulations or are included in the Commerce Control List and are subject to the Export Control Regulations. Notwithstanding the above, except for personally identifying information, the Receiving Party's obligations with respect to "Confidential Information" shall not apply to information to the extent such information: (a) was known to the Receiving Party at the time it was disclosed, other than by previous disclosure by or on behalf of the Disclosing Party or its Representatives, as evidenced by the Receiving Party's written records at the time of disclosure; (b) is at the time of disclosure or later becomes publicly known under circumstances involving no breach of this Agreement; (c) is lawfully and in good faith made available to the Receiving Party by a third party who is not subject to obligations of confidentiality to the Disclosing Party with respect to such information; or (d) is independently developed by the Receiving Party without the use of or reference to the Confidential Information, as demonstrated by documentary evidence. A Receiving Party may disclose Confidential Information to the extent legally compelled to do so, provided that the Receiving Party shall provide prompt written notice to the Disclosing Party of such requirement so that the Disclosing Party may seek a protective order or similar remedy. Nothing in this paragraph shall prohibit a Party from disclosing the terms and conditions of this Agreement in the ordinary course of business.

(b) Pursuant to policy, principal investigators are not supposed to receive information that is subject to confidentiality obligations if doing so would affect their ability to publish results or the ability of other scholars to replicate the published results. Accordingly, Sponsor agrees to disclose information it deems confidential to MSSNY only if (a) it first notifies MSSNY of the nature of such information and (b) MSSNY, in his or her sole discretion, notifies Sponsor in writing that he or she wishes to accept the specified information, or a portion thereof. For clarity, the obligations set forth in Section 6 (a) shall only apply to Confidential Information of the Sponsor that is accepted in accordance with this Section 6 (b).

## 7. Publications and Presentations

Parties will work collaboratively to disseminate research findings in peer reviewed journals, presentations to relevant audiences and/or any other forms of public media. The authorship of any academic papers or presentations to disseminate any research findings will be in accordance with usual academic publishing standards regarding contribution, acknowledgment, and authorship.

## 8. Right to Inspect

Each Party shall maintain accurate and complete records, including the date of receipt and where that data was transmitted, for Data exchanged under this Agreement for the term of this Agreement and three (3) years thereafter. Each Party or its designated representatives may, upon at least 10 business days' prior notice to the other party and during normal working hours, inspect the business records reasonably necessary to verify compliance with this Agreement. The inspecting Party shall be responsible for all costs and expenses incurred with such audit(s).

## 9. Term and Termination

(a) This Agreement will be effective as of its execution by both Parties and will expire on April 4, 2018 (date in month/date/year format) unless extended by mutual written agreement of the Parties

(b) This Agreement may be amended or modified only by means of a written agreement signed by both parties.

(c) Either Party, in its sole discretion, may terminate this Agreement at any time without cause, by providing at least thirty [30] days' prior written notice to the other Party.

#### 10. Representations and Warranties

The Parties understand and agree that each Party is furnishing data to the other "as is" and makes no representations or warranties, either express or implied, as to the accuracy or completeness of the information provided to the other Party and assumes no responsibility for any errors or omissions which may be contained in the information provided as a result of this Agreement. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments to or from third parties, which may arise as a result of, or be related to, its use of the other Party's data.

11. Use of Name. Except as expressly provided in this Agreement, neither Party shall use or register the other Party's name (alone or as part of another name) or any logos, seals, insignia or other words, names, symbols or devices that identify the other party, including any school, unit, division or affiliate ("Names") for any purpose in connection with this Agreement or the Purpose except with the prior written approval of, and in accordance with restrictions required by, the Party whose name who is to be used. The foregoing notwithstanding, the Parties agree that each Party may respond to legitimate business inquiries with factual information regarding the existence and purpose of the relationship that is the subject of this Agreement, without written permission from the other Party. Without limiting the foregoing, each Party shall cease all use of Names of the other Party permitted under this Agreement on the termination or expiration of this Agreement except as otherwise approved by the other Party.

12. Compliance with Law. FSMB and MSSNY will perform under this Agreement in compliance with all requirements of all applicable laws, rules and regulations, as well as all professional standards applicable to such research. The Parties shall cooperate with each other to facilitate compliance with these laws, regulations and standards.

#### 13. Entire Agreement

This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements, contracts and understandings between the Parties, whether oral or written. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

#### 14. No Assignment

Each Party agrees that it will not assign, sell, hypothecate, or transfer any of its rights under this Agreement without the express prior written consent of the other Party. Any purported assignment or transfer that violates this section shall be null and void.

Federation of State Medical Boards

Signature:

Title: Assistant VP Research and Data Integration

Date: April 13, 2017

Medical Society of the State of New York (MSSNY)

\_\_\_\_\_ (party name)

Signature: \_\_\_\_\_

Title:

Date:



# MSSNY Task Force on Physician Stress and Burnout

## Executive Summary Highlights of Survey Findings Fall 2016



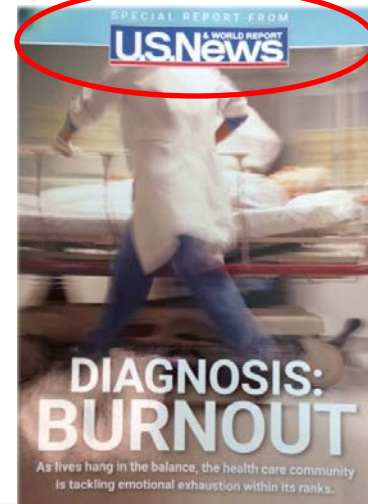
3-31-17

The New York Times

DOCTOR AND PATIENT

# The Widespread Problem of Doctor Burnout

By PAULINE W. CHEN, M.D. AUGUST 23, 2012 3:50 PM 382



TIME

EXPERIENCE THE STORIES BEHIND PERSON OF THE YEAR



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Doctors Are Burned Out by Busywork: Study

HEALTH MEDICINE

# Doctors Are Burned Out by Busywork: Study

Mandy Oaklander @mandyoaklander | June 27, 2016



Forbes

JAN 6, 2016 @ 10:41 AM 16,795 VIEWS

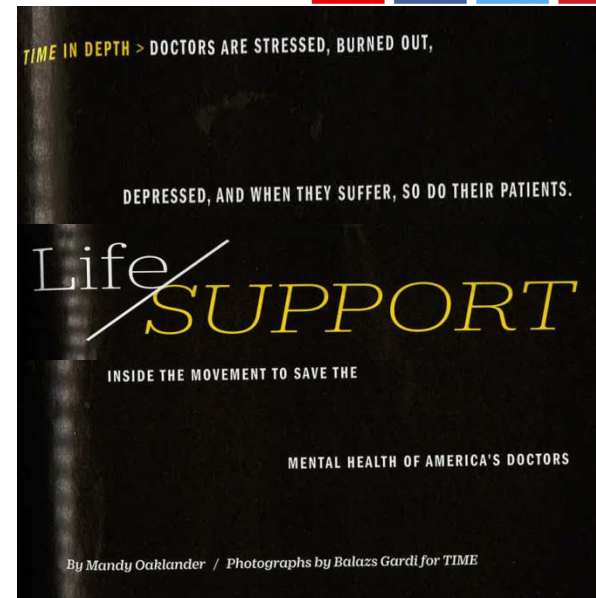
12 Stocks to Buy

## The Story Behind Epidemic Doctor Burnout And Suicide Statistics



Dave Chase, SUBSCRIBER

VC, Speaker, Author, Exec Producer, The Big Heist FULL BIO



By Mandy Oaklander / Photographs by Balazs Gardi for TIME

# The Impact of Clinician Burnout is Costly

## Multiple Dose-related Relationships

### Institutional & Patient Toll:

- Increased **medical errors** and **malpractice claims**
- **Disruptive behavior**
- **Reduced empathy** for patients, **patient satisfaction**,
- Reduced patient **adherence to treatment regimens**.
- Reduced **career satisfaction**

### Financial Toll:

- 27% drop in **patient satisfaction scores**
- 40% of **turnover costs** attributed to work stress
- 114% increase of **medical claims by employees**.
- 30% of **short-term and long-term disability costs**.

### Personal Toll:

- **Higher Suicide Rate** among physicians- 400/yr.  
Rochester: Three physician suicides 2014-2016.
- **Substance abuse**
- **Divorce**
- **Coronary Heart Disease:**

**CHD 1.4 fold up to 1.79 at high burnout levels.**

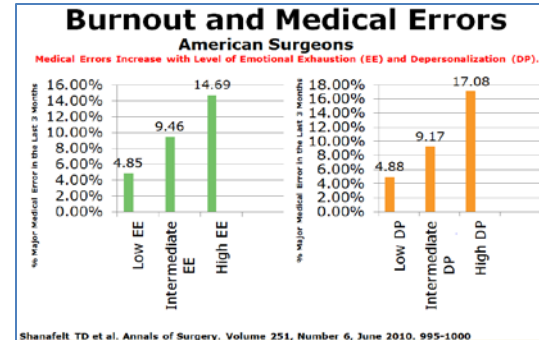
Dysregulated HPA axis  
Pro-inflammatory cytokines  
Inflammation biomarker  
Higher allostatic load

**Depression.**

54% of our MDs /DOs



Toker S. et al Psychosomatic Medicine 74:840-847)



### Burnout and Patient Satisfaction

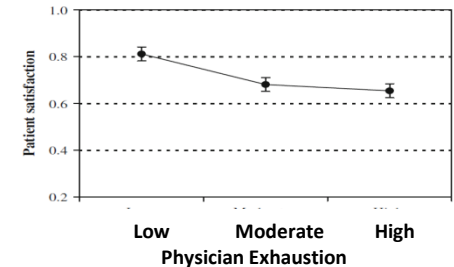
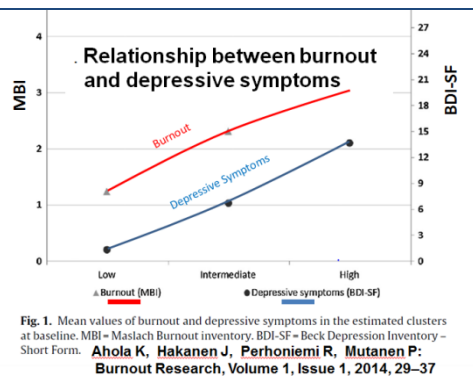
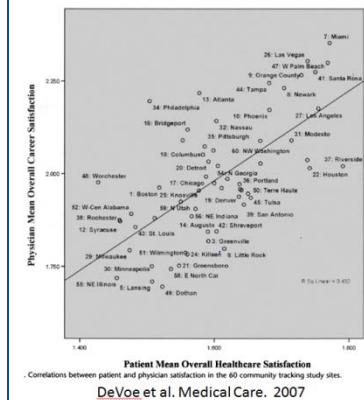


Fig. 1 Average patient satisfaction scores together with their standard errors as a function of physician emotional exhaustion levels  
J Clin Psychol Med Settings (2012) 19:401-410

### Physician Career Satisfaction and Patient Healthcare Satisfaction



# MSSNY STRESS AND BURNOUT TASK FORCE

PROJECT	VOLUNTEERS
Survey	Fouad, Jeff, Donald, Mike
Website Development & Content	Mike Eunice, Sandy Bennett, Mark, Donald
Talks	
<b>To individuals</b>	Mike, Frank, Fouad, Maria, Donald
<b>To healthcare system admin</b>	Mike, Louis, Steve, William, Jeff, Fouad, Donald
<b>To other healthcare stakeholders</b>	Mike, Donald
Peer support program	Frank, Carlos, Maria
Coaching resource development	Mike
Outreach collaboration	
<b>Residents</b>	Jeff, Maria
<b>Liability companies</b>	Donald, Phil S.
<b>Patient advocacy</b>	Mike
<b>Hospital systems</b>	Mike, Fouad, Jeff, William, Steve
<b>Position statement</b>	Mike
Medical Students Allopathic	Tony, Eunice
Medical Students Osteopathic	Art

## Burnout Task Force Members

Atallah, Fouad  
 Basile, Maria A.  
 Bertin, Mark  
 Dowling, Frank  
 Hengerer, Arthur  
 Moore, Donald  
 Privitera, Michael - Chair  
 Reid, Malcom  
 Rothberg, Charles  
 Selzer, Jeffrey  
 Snitkoff, Louis  
 Streck, William  
 Walerstein, Steven  
 Weiss, Anthony  
 Zapata, Carlos

### MSSNY Staff:

Schuh, Phil  
 Donoghue, Tom  
 Skelly, Eunice  
 Bedient, Terrance.

# MSSNY Survey to NYS Physicians

(11/16)

- **Demographics:** Age, Gender
- **Practice descriptions:** Type of area where practice, setting, location, specialty, full or part time, hours per week, academic or not.
- **Time percent breakdown:** clinical, research, administration, teaching
- **Mini- Z Burnout Survey** ( Linzer et al)- Burnout incidence, satisfaction with job, stress from job, control over workload, sufficiency for time of documentation, calm vs. hectic practice atmosphere, personal value alignment with leaders, degree care team works together efficiently, perception of amount of time EMR documentation at home, proficiency of EMR use.
- **Factors that significantly contributed to stress levels** within categories: work related, legal, financial, relationship/ family, personal issues
- **Perceived barrier to getting mental health care, by reporting requirements:** License applications/ renewals, malpractice carrier applications/renewals, hospital privileging applications/renewals.
- **If could revisit career choice**, would you become a physician again?
- **Top two coping strategies** to deal with stress and burnout
- **Top two factors that sustain meaning** in professional work
- **Top two practical suggestions that MSSNY can do** to help reduce physician stress and burnout.

# Key Survey Findings NYS Physicians

- 70% of New York physicians feel a **great deal of stress** because of their job
- 57% are **burned out**: 63% of females, 53% of males.
- Half of New York physicians are **not satisfied with their jobs**
- Only 58% of New York State physicians **would choose to be a physician** if they could revisit their career choice
- **Inpatient and outpatient** docs about **same** burnout
- **Peak Burnout**: 10-19 years out of training

# Key findings MSSNY Survey

**Practice Setting:** Working in other HMO, highest burnout of 100% of docs

**Burnout and Primary ( $\geq 50\%$  FTE) Professional responsibility:**

Clinical 58%

Administrative 51%

Teaching 38%

Research 31%

**Higher the hours of work per week the higher the burnout**

**Location of Practice: North Country and Southern Tier stand out as higher Burnout**

**Highest Burnout Specialties  $\geq 60\%$  Burnout**

Oncology 79%

Pain Management 75%

Neurology 73%

Urology 67%

Pediatrics 64%

Otolaryngology 64%

Emergency Medicine 64%

Vascular Surgery 60%

Family Practice 60%

# Key Survey Issues cont'd

## Major Drivers of Burnout

- Low Job Satisfaction
  - High Stress
  - Low Control
  - Low Sufficiency of Time for Documentation
  - Primary Work Area Hectic, Chaotic
  - Lack of Value Alignment with Department Leaders
  - Less Team Efficiency
  - Amount of time spent on EMR at HOME
- 
- **Regardless of Proficiency with EMR Burnout rate is 53-62 % (not clearly differentiate or trend by proficiency)**
  - **Of the Top 10 Work Stressors of NYS Docs, 80% are organizational/systemically based stressors**
  - **Definite Barrier response on how important a barrier would it be for physicians to receive mental health care if they would have to report this on:**
    - License Applications and Renewals : 67%
    - Malpractice Carrier applications and Renewals: 62%
    - Hospital Privileging applications and Renewals: 64%



# Top 10 Work Related Stressors in Physicians

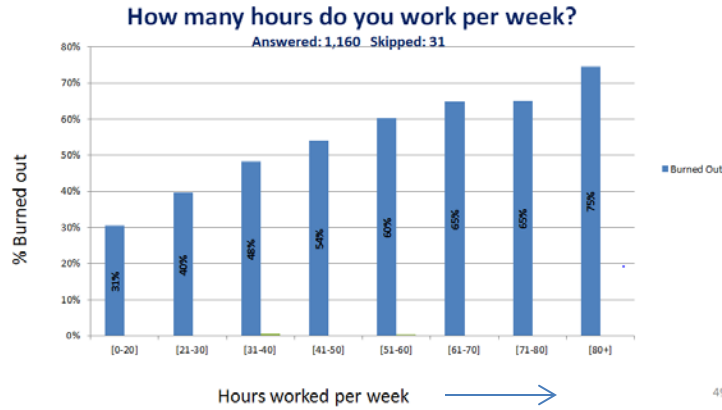
Answered: 1,178

Skipped: 13

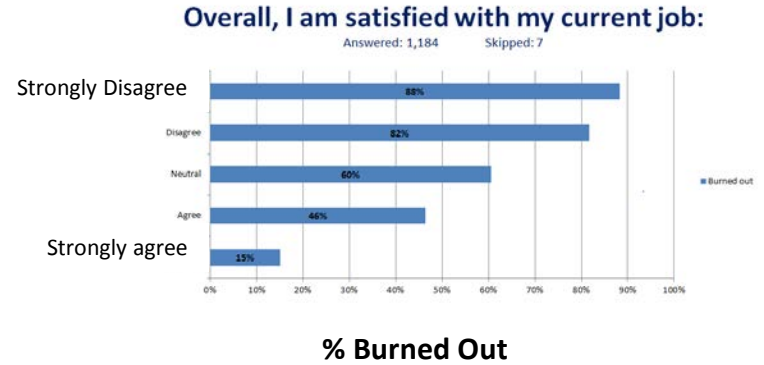
Rank order Stressor	Description	% Responses	# Responses (Total # Respondents = 1183)
1	Length and degree of Documentation Requirements	65.99%	786
2	Extension of Workplace into Home Life (E-mail, completion of records, phone calls)	58.27%	694
3	Prior Authorizations for: Medications/Procedures/Admissions	54.74%	652
4	Dealing with difficult patients	51.89%	618
5	EMR functionality problems	51.05%	608
6	CMS/State/Federal laws and regulations	44.33%	528
7	Lack of voice in being able to decide what good care is	40.39%	481
8	Hospital/ Insurance company imposed Quality Metrics	38.87%	463
9	Dealing with difficult colleagues	31.49%	375
10	Requirement for increased CME/ Maintenance of Certification	31.49%	375

# Higher Burnout occurs with:

Higher the **hours worked per week**



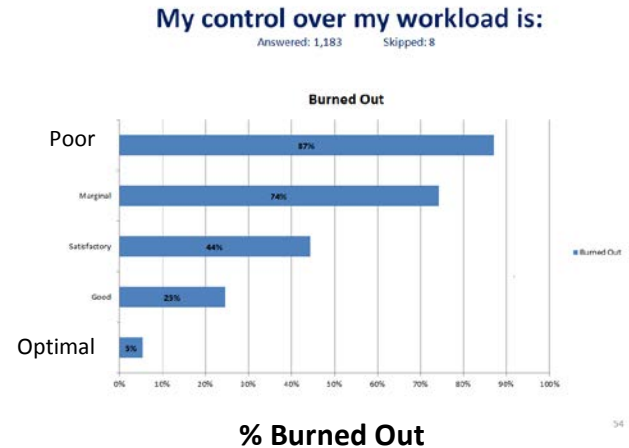
Lower the **job satisfaction**



Higher the **stress on the job**



Less control over workload



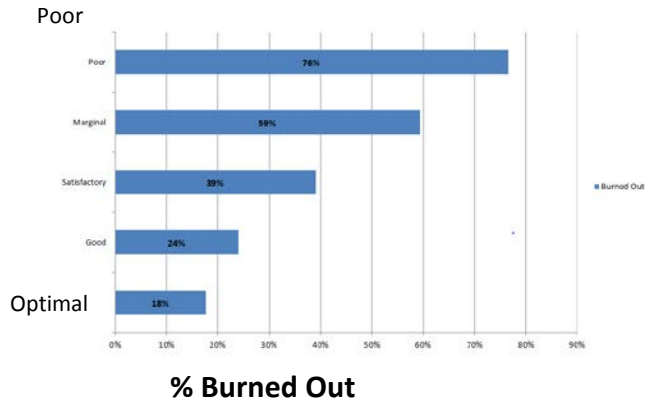
# Higher Burnout occurs with:

The less sufficient the time for documentation

The more hectic and chaotic the atmosphere of primary work area

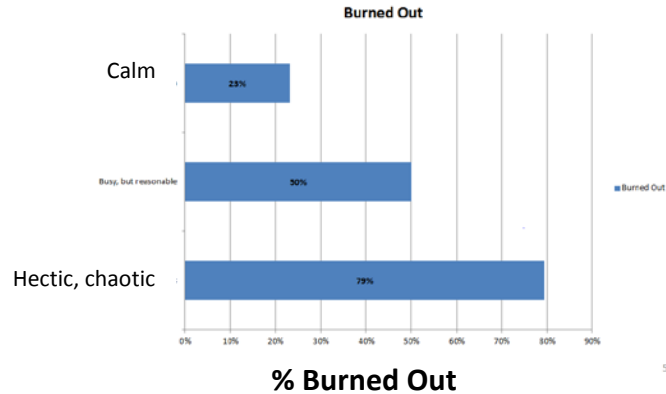
Sufficiency of time for documentation is:

Answered: 1,180 Skipped:11



Which number best describes the atmosphere in your primary work area?

Answered: 1,182 Skipped:9

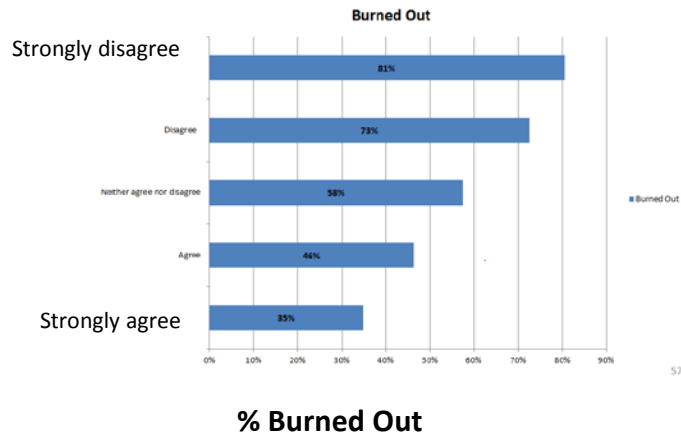


The less the alignment of professional values with department leaders

The more excessive the time spent on EMR at HOME

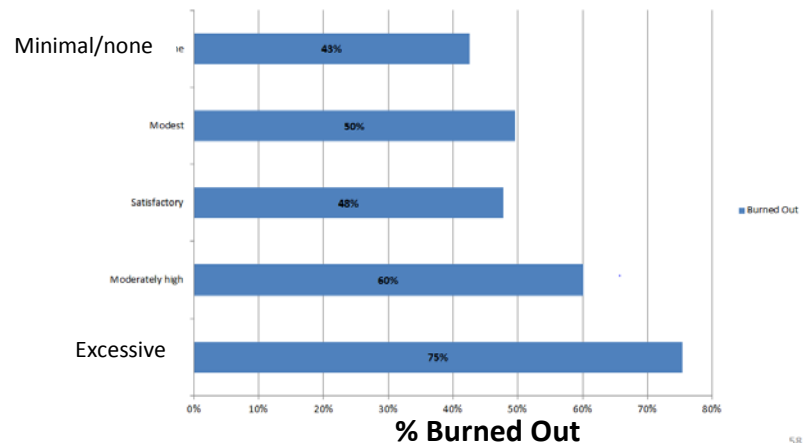
My professional values are well aligned with those of my department leaders:

Answered: 1,174 Skipped:17



The amount of time I spend on the electronic health record (EHR) at HOME is:

Answered: 1,177 Skipped:14



# Importance of Sharing Data with Public

1. Public already aware of severe problem and have valid worries about the quality and safety of their care
2. Demonstrates scientific process used to solve public health crisis in healthcare
3. Transparency is important for trust and collaboration.
4. Increases confidence of public that we are being systematic, competent and responsible in solutions, drilling down to mechanisms of problems for sustainable solutions.
5. With sharing data, communication of information is paired with strategic methods of intervention, individually and organizationally.