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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-Expert 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).

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  - is derogatory, demeaning, malicious, defamatory, abusive, offensive or hateful

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