

LOBBY WATCH



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Dr. Issues Killer Post-Mortem On Perry's Prompt-Pay Veto

- With Doctors Bloodied, Toomey & Weekley Should Consider Christian Science.
- Did Cornyn Agree To Broker A Compromise With A Politicized A.G. Opinion?

A recent insider physician's letter provides details on just how doctors and hospitals got ambushed by Governor Perry's veto of a bill to make health insurers pay claims promptly.

Longview surgeon John Coppedge's August 28th account casts lobbyist Mike Toomey as a key antagonist in the drama. It also suggests that Attorney General John Cornyn agreed to broker a failed HB 1862 compromise by pledging to rule that the bill's provision barring binding arbitration would violate federal law.

Toomey's Hats

A pal of Perry's since their lawmaker days, lobbyist Mike Toomey is billing 34 clients up to \$1.1 million this year. These clients include Texans for Lawsuit Reform (TLR) and behemoth health insurers Cigna and Aetna.

The letter by Coppedge—a Texas Medical Association (TMA) point man on HB 1862—suggests that health insurers got the better deal when Toomey represented both insurers and TLR simultaneously. The letter suggests that Toomey may have misled TLR by suggesting that he had discussed TLR's concerns with the TMA and that the doctors refused to compromise.

Coppedge writes that the TMA did not learn that TLR opposed HB 1862 until after the session. This came as a surprise since TLR's pal Perry had just told a June 4th Texas Hospital Association convention that HB 1862 was one of the session's medical milestones.

Upon hearing these concerns, Coppedge called TLR's Dick Trabulsi and Dick Weekley. The surgeon says they:

- Were misinformed about the content of the bill;
- Accused the TMA of being in bed with trial lawyers; and
- Wrongly insisted that the TMA had refused to negotiate on HB 1862.

When Coppedge said he was unaware of any TLR-TMA talks, Weekley told him that Toomey could fill him in.

Toomey "first stated that we [TMA] knew about TLR's problems with HB 1862 and refused to remove or modify the [disputed arbitration] language," Coppedge writes.

"When I pressed him about that, he admitted that he had not talked about this or communicated this in any way to...TMA staff and lobbyists whom he knows and saw almost on a daily basis during the session."

More...

Toomey “said that he talked with one of the bill sponsors, Rep. Craig Eiland and that was effective communication with TMA,” the letter adds. “Rep. Eiland has said that he believed Toomey’s concerns...were on behalf of his HMO clients and not on behalf of TLR.”

“While I was under the impression that TLR was a tort reform organization,” Coppedge writes, “it seems to have expanded its scope and mission and has become, wittingly or not, a tool of the HMO lobby.”

Cornyn’s Role

The letter also describes how TMA tried to broker a final compromise with the Attorney General’s staff and TLR attorney Alan Waldrop of Locke Liddell.

“The Attorney General could issue an opinion that the clause in question was not enforceable because it conflicted with the Federal Arbitration Act,” the letter says. “The TMA agreed to not fight this opinion and would, in fact, join in the opinion if anyone challenged it. All sides would sit down immediately and craft replacement language to be enacted during the next session.”

But Coppedge says the Governor’s Office told him that TLR rejected the proposed deal because Attorney General opinions lack the full effect of law.

A New War

The TMA-TLR split comes after these old allies spent millions of dollars in the 1990s to elect lawmakers and judges who make it hard to hold businesses responsible

for harming consumers. For doctors, the shoe is now on the other foot.

“I was shocked to learn that TLR played an instrumental

part in the veto of HB 1862,” Coppedge writes. “It was as if the British and not the Japanese had attacked us at Pearl Harbor.” •

Mike Toomey’s 2001 Clients

Client	Contracts’ Max. Value
McGraw/Hill Companies	\$100,000
Aetna Financial Services	\$50,000
American Home Shield Corp.	\$50,000
Associated Builders & Contractors	\$50,000
AT&T	\$50,000
Brown Schools	\$50,000
Cigna	\$50,000
Green Mountain. Com	\$50,000
Harris County	\$50,000
Lockheed Martin IMS	\$50,000
Lower Colorado River Authority	\$50,000
Phillip Morris	\$50,000
Texans for Lawsuit Reform	\$50,000
Texas School Alliance	\$50,000
American Forest & Paper Association	\$25,000
American Insurance Association	\$25,000
Assn. of Health Info Outsourcing Services	\$25,000
Eastman Chemical Company	\$25,000
Image API	\$25,000
KPMG Consulting	\$25,000
Merck & Co., Inc.	\$25,000
Rohm & Haas Texas Inc.	\$25,000
SCC Communications Corp.	\$25,000
Southern Union Gas Co.	\$25,000
Texas Hotel & Motel Association	\$25,000
Texas Optometric Association	\$25,000
USA Managed Care Organization	\$25,000
Cascade Auto Glass	\$10,000
Eastman Kodak Company	\$10,000
Enron, Inc.	\$10,000
Envirocare	\$10,000
Harris-Galveston Coastal Subsidence Dist.	\$10,000
TX Bowling Centers Association	\$10,000
TX Council of Cmty Mental Health (MHMR)	\$10,000
TOTAL: \$1,145,000	