



Approved April 2021

## *Emergency Physician Contractual Relationships*

Revised April 2021, June 2018, October 2012, January 2006, March 1999, August 1993 with current title

Originally approved October 1984 titled “Contractual Relationships between Emergency Physicians and Hospitals”

As an adjunct to this policy statement, ACEP has prepared a policy resource and education paper (PREP) titled, “Emergency Physician Contractual Relationships”

### The Importance of Good Contracting:

- The interests of patients are best served when emergency physicians practice in a stable, fair, equitable, and supportive environment.
- Quality patient care is best promoted within a framework of fair and appropriate contractual relationships among various involved parties.

### Contractual Rights:

- ACEP supports the emergency physician receiving early notice of a problem with his or her performance and an opportunity to correct any perceived deficiency before disciplinary action or termination is contemplated.
- All entities contracting with or employing emergency physicians to provide clinical services, either indirectly or directly, should ensure an adequate and fair discovery process prior to deciding whether or not to terminate or restrict an emergency physician’s contract or employment to provide clinical services.
- Emergency physicians employed or contracted should be informed of any provisions in the employment contract or the contracting vendor’s contract with the hospital concerning termination of a physician’s ability to practice at that site. This includes any knowledge by the contracting vendor of substantial risk of hospital contract instability.
- Emergency physician contracts should explicitly state the conditions and terms under which the physician’s contract can be reassigned to another contracting vendor or hospital with the express consent of the individual contracting physician.
- The emergency physician should have the right to review the parts of the contracting entities’ contract with the hospital that deal with the term and termination of the emergency physician contract.

### Billing Rights:

- The emergency physician is entitled to detailed itemized reports on what is billed and collected for his or her service on at least a semi-annual basis regardless of whether or not billing and collection is assigned to another entity within the limits of state and federal law. The emergency physician shall not be asked to waive access to this information.

- Hospitals should disclose to physicians and/or the contracting vendor which networks, plans, etc. the hospital is contracting with, ie, which networks consider the hospital to be “in-network.”
- It is the right of an emergency physician contracting entity to make an independent decision regarding all contractual arrangements that involve insurers and to be represented by legal counsel.
- Health care facilities should provide confidential complete transparency to the emergency physician of all facility charges that are billed as part of an emergency visit.

The Nature of the Contract:

- Business relationships that include emergency physicians are best defined within a written contract.
- The contracting parties should be ethically bound to honor the terms of any contractual agreement to which it is a party and to relate to one another in an ethical manner. This applies even if prior to the initiation of employment or in the case of deferred/delayed employment such as that of a graduating resident or fellow.
- Physician disciplinary, quality of care or credentialing issues pertaining to medical care must be reviewed and affirmed by a licensed emergency physician.
- The emergency physician is individually responsible for the ethical provision of medical care within the physician-patient relationship, regardless of financial or contractual relationships.
- Quality medical care is provided by emergency physicians organized under a wide variety of group configurations and with varying methods of compensation. ACEP does not endorse any single type of contractual arrangement between emergency physicians and the contracting vendor.