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When contracting with hospitals to provide emergency physician services, it is necessary to have a thorough, well-thought out and detailed contract. Attention to key elements of the cost incurred in providing emergency care, the duties and responsibilities of the parties, term and restrictions are critical to ensuring that both sides enter the agreement with an understanding of the performance expectations. The presenter will review the most common contract problems and methods to avoid them.

Objectives:
- Describe the major elements of hospital contracts with emergency physicians and physician groups.
- Identify the key financial considerations – include defining when subsidy necessary.
- Explain the generally expected relationships between the parties.
- Recognize hospital and group’s/physician’s perspectives on the key contract issues of exclusivity, clean sweep provisions, restrictions on practice, termination and due process, indemnification, and hold harmless.
- Identify common areas of contract problems and methods to avoid them.

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(+ ) No significant financial relationships to disclose
Hospital Contract – Highlights

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I. Introduction

A. Totally Misunderstood Area - Complex
B. Always Made For the Worst Case – Not the Best
C. Reference Contract – Hospital Does Billing in This Model
D. Determined By State Laws

II. Staffing

A. How Many?
B. How Often?
C. Who Is It?
D. How Do You Change as Situation Changes? - Initial Representation of Facts

III. Clinical Responsibilities

A. Seeing Everyone
B. Arranging Follow Up – Great Opportunities For Group To Set the Record Straight
C. Admitting Orders
D. Medical Record
E. Duties of Subcontractors or Agents – The Doctors
IV. Physician/Extender Qualifications
   A. Avoid Merit Badge Medicine – ACLS, ATLS
   B. Be Specific on Board Certification – ABEM, AOBEM, etc.

V. Cotermination of Privileges


VII. Director Responsibilities
   A. Don’t Over Promise Your Doctor’s Time
   B. Think Total Time
   C. Replacement
   D. Specific Duties
      1. Departmental management
      2. Teaching
      3. Research
      4. External relationships – EMS
   E. Risk Manager
   F. Reporting Relationship

VIII. Hospital Support Services
   A. The Test of Commitment Is Resources
   B. Medical Records, Dictation – Always a Source of Conflict
   C. Timing of Chart Flow Essential
   D. Staffing Levels
   E. Control of Staff – Input Into Hiring and Firing
F. Budget

IX. Liability Insurance
   A. Hugh Issue – The Tide Has Turned Against Us
   B. Specifics
      1. What type?
      2. How much? – get the details right
      3. How long? – how many sets of limits
      4. Notice of change
      5. Paper work
      6. Indemnification – danger – what is the process?
      7. Non assignable right to record recover

X. The Money
   A. Physician Separate Billing Cleanest
   B. Hospital Bill Has Pluses and Minuses
   C. Patient Volume Guarantee
      1. If private billing - essential
      2. Reality check for hospital
   D. Administrative Pay
      1. Standard for private non-teaching hospital
      2. Different for teaching hospital

XI. Contract Status
   A. Does Not Create An Employer – Employee Relationship

XII. In-House Emergency and Services
   A. Employee Health
   B. Reading X-Rays and EKGs Off House
C. You Can’t Guarantee To Be Two Places At Once and Limits Use of Good Samaritan Defense

XIII. Other Stuff

A. Ethics - ? Catholic Hospital, etc.

B. Non Interference

C. Non Exclusive

D. Term
   1. Needs escape hatch

E. Confidentiality

F. Disclosure of Record

XIV. Conclusion